

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW HAMPSHIRE**

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<p><b>In Re:</b></p> <p><b>Financial Resources Mortgage, Inc. and C L and M, Inc. and other jointly administered cases</b></p>	<p>*</p> <p>*</p> <p>*</p> <p>*</p> <p>*</p> <p>*</p> <p>*</p> <p>*</p> <p>*</p>	<p><b>Chapter 7 Case Nos. 09-14565-JMD and 09-14566-JMD</b></p> <p style="text-align: center;"><b>(Jointly Administered)</b></p>
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**Debtor(s)**  
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<p><b>Steven M. Notinger, Chapter 7 Trustee for Financial Resources Mortgage, Inc. and C L and M, Inc. Plaintiff</b></p> <p style="text-align: center;"><b>v.</b></p>	<p>*</p> <p>*</p> <p>*</p> <p>*</p> <p>*</p> <p>*</p> <p>*</p> <p>*</p>	<p><b><u>Adv. Pro. No. 09-1184-JMD</u></b></p> <p><b>Hearing Date: 06/17/10 Hearing Time: 9:00 a.m.</b></p>
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**Jamie Tebbe, et al.  
Defendants**  
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**ORDER ON CHAPTER 7 TRUSTEE'S MOTION FOR PROCEDURAL ORDER TO  
ALLOW ACCESS TO DEBTORS' BANK RECORDS**

the 13th

Came before the Court this \_\_\_ day of July, 2010 Steven M. Notinger, Chapter 7 Trustee for C L and M, Inc. ("CLM") and Financial Resources Mortgage, Inc. ("FRM") and other Jointly Administered Cases (the "Trustee"), and Plaintiff in the above-captioned adversary matter, and upon consideration of the Trustee's Motion for Procedural Order to Allow Access to Debtors' Bank Records (the "Motion"), after appropriate notice and hearing, good cause appearing for approval of the Motion, it is hereby ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is granted.
2. The Trustee and/or his accountants shall prepare a redacted set of the Debtors' bank records, removing all identifying data such as bank account numbers, driver's license numbers, individual social security numbers and the like, on or before September 30, 2010 and place them on-line so that they may be accessed by password.
3. Any Defendant or his/her counsel may purchase a password from the Trustee for a fee of \$100.00 which will be paid to the bankruptcy estate of CLM, after entering a Confidentiality Agreement with the Trustee in the form attached as Exhibit A. Any counsel who purchases a password may use the password for any number of clients, but if any client wishes to personally view records on line, that client must purchase a password pursuant to the same procedure as is set forth in the previous sentence.
4. Any Defendant or counsel who accesses the Debtors' bank records pursuant to this Order shall endeavor to protect the confidentiality of said records and shall not permit dissemination of said records (including downloading or copying) except for use in the Adversary Proceeding pursuant to this Order and the Confidentiality Agreement entered into with the Trustee or by further order of this Court allowing for dissemination. To the extent that all identifying information has not been redacted beforehand, any Defendant or counsel viewing, downloading or copying any of the Debtor's records shall redact the identifying information before disseminating any such records.
5. Before viewing any of the Debtor's bank records, whether on line, in hard copy or in any other form, any counsel or Defendant shall first execute the Confidentiality

Agreement in the form attached as Exhibit A, and the terms of said Confidentiality Agreement are incorporated herein by reference.

6. Subject to Paragraphs 3, 4 and 5 above, any party may disclose personally identifiable information, in whole or in part, for the purposes of the Actions only, and only to those listed below:

- a. The parties and representatives of the parties in the Actions;
- b. counsel in the Actions, and the personnel who are directly employed or consulted by counsel for the purpose of assisting with, or working on, the Actions;
- c. any person who is to testifying as a witness either at a deposition or Court proceeding in the Actions for the purpose of assisting in his/her preparation and any other person to whom the dissemination of the document is deemed necessary by any party in preparation for any proceeding before the Court;
- d. expert witnesses and consultants retained and identified by the parties in the Actions;
- e. deponents to the Actions;
- f. the Court and its officers, including stenographic reporters engaged in such proceedings as are necessarily incidental to the preparation or trial of this lawsuit, and
- g. the Court and its officers, including stenographic reporters engaged in such proceedings as are necessarily incidental to the preparation or trial of any other proceeding through further order of this Court.

7. Nothing in this Order shall alter or affect the applicability of Bankruptcy Rule 9037, and Rule 9037 shall be applicable to all signatories of the Confidentiality Agreement in the form attached as Exhibit A.

SO ORDERED,

July 21, 2010

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Dated

/s/ J. Michael Deasy

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J. Michael Deasy  
Bankruptcy Judge for the District of NH

AGREEMENT CONCERNING THE TREATMENT AND USE  
OF PERSONALLY IDENTIFIABLE INFORMATION

This Agreement Concerning the Treatment and Use of Personally Identifiable Information (“Agreement”) is made this \_\_\_ day of \_\_\_\_, 2010, by [name of counsel or client] (“[last name of counsel or client]”) pursuant to the Order of the U.S. Bankruptcy Court for the District of New Hampshire dated July \_\_\_\_, 2010.

WHEREAS, Steven M. Notinger is the Chapter 7 Trustee for the bankruptcy estates of Financial Resources Mortgage, Inc and of C L & M, Inc., being Case Nos. 09-14565-JMD and 09-14566, jointly administered, in the United States Bankruptcy Court District of New Hampshire (“Court”), and for the trust and corporate entities related thereto listed in the caption of the complaint, as amended, in Adversary Proceeding 09-1184-JMD in said Court (the “Trustee”); and

WHEREAS, among others, the Trustee and [last name of counsel or client] are parties and/or counsel in the above bankruptcy and adversary proceeding (together with all companion cases, and, as consolidated for procedural or substantive purposes, the “Actions”); and,

WHEREAS, through formal or informal processes in the Actions, or otherwise, Trustee may provide [last name of client or counsel] with information containing personally identifiable information of other persons; and,

WHEREAS, the Trustee requires that certain measures be taken to ensure the proper treatment and use of any such personally identifiable information as a condition of providing the information.

NOW, THEREFORE, in consideration of the agreements herein contained, [last name of counsel or client] hereto agrees as follows:

1. [Last name of client or counsel] acknowledges that information to be provided by Trustee to [last name of counsel or client] may contain personally identifiable information of Trustee and third parties.

2. [Last name of client or counsel] will maintain all personally identifiable information the Trustee provides as confidential, including: signatures, electronic mail addresses, telephone numbers, date of birth, social security numbers, driver’s license numbers, department of revenue identification numbers, and “confidential information” identified in the Executive Office Of The President, Deputy Director, Memorandum For The Heads Of Executive Departments And Agencies, dated May 22, 2007 M-07-16 (<http://www.whitehouse.gov/omb/memoranda/fy2007/m07-16.pdf>).

3. In furtherance of this agreement, the Court has entered an Order dated July \_\_\_\_, 2010 formally mandating the confidentiality of personally identifiable information as outlined therein (the “Protective Order”).

4. [Last name of client or counsel] may disclose personally identifiable information, in whole or in part, for the purposes of the Actions only, and only to those listed below:

- a. The parties and representatives of the parties in the Actions;
- b. counsel who represent [last name of client] in the Actions, and the personnel who are directly employed or consulted by counsel and/or [last name of client] for the purpose of assisting with, or working on, the Actions;
- c. any person who is to testifying as a witness either at a deposition or Court proceeding in the Actions for the purpose of assisting in his/her preparation and any other person to whom the dissemination of the document is deemed necessary by any party in preparation for any proceeding before the Court;
- d. expert witnesses and consultants retained and identified by the parties in the Actions;
- e. deponents to the Actions; and,
- f. the Court and its officers, including stenographic reporters engaged in such proceedings as are necessarily incidental to the preparation or trial of this lawsuit
- g. the Court and its officers including stenographic reporters engaged in such proceedings as a necessarily incidental to the preparation or trial of any other proceeding through further order of the Court.

Personally identifiable information shall not be disclosed to the persons referenced in subparagraphs (c), (d) and (e) until such persons have been provided with a copy of this Agreement and have agreed in writing to be bound thereto by execution of a written agreement to that effect. At a minimum, the written agreement must include a statement that the person has been provided a copy of this Agreement, agrees to be bound by it, and agrees that the above Court shall have personal jurisdiction over such person regardless of the individual's domicile for the purposes of enforcing this Agreement. All such agreements shall be retained by Counsel disclosing the personally identifying information and shall be subject to in camera review by the Court upon request and/or if good cause for review is demonstrated by the Trustee.

5. [Last name of counsel or client] agrees that this Court shall retain jurisdiction over him or her and any person to whom personally identifiable information is disclosed to the extent necessary to enforce the terms of this Agreement.

6. This Agreement shall not prohibit or restrain any party from performing the necessary tasks to prepare for trial or otherwise pursue or defend this action; however, any re-disclosure or communication of personally identifying information covered by this Agreement, except as specifically allowed by this Agreement for the purposes of the Actions only, is strictly prohibited. Neither this Agreement, nor the Order to be issued by the Court, shall alter or affect the applicability of Bankruptcy Rule 9037, and Rule 9037 shall be applicable to all signatories to this Agreement.

7. The object of this Agreement is that no personally identifiable information be disclosed to individuals not identified herein, and that no personally identifiable information be used for any purpose other than in relation to the Actions.

8. Counsel agrees to advise, instruct and supervise their respective associates, staff, employees of counsel, as well as the parties themselves, their employees, associates and staff to keep the personally identifiable information confidential as required by this Agreement.

9. This Agreement shall not terminate at the conclusion of the Actions, and shall continue forward unless modified in writing by the parties hereto or by the Court.

In Witness whereof [last name of counsel or client] has executed this Agreement to be effective on the date first written above.

**[NAME OF COUNSEL OR CLIENT]**

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[[Name of Counsel or Client]]