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 8 JOINT AND SEVERAL LIQUIDATORS OF  
 9 GALLERIA (HONG KONG) LIMITED  
 (IN COMPULSORY LIQUIDATION)

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16 **UNITED STATES DISTRICT COURT**  
 17 **CENTRAL DISTRICT OF CALIFORNIA**

18	IN RE EX PARTE APPLICATION OF )	Case No. 2:13 MC 140
19	COSIMO BORRELLI and G. )	
20	JACQUELINE FANGONIL WALSH, )	<b>ORDER GRANTING STIPULATION</b>
21	JOINT AND SEVERAL )	<b>AND AGREED PROTECTIVE</b>
22	LIQUIDATORS OF GALLERIA )	<b>ORDER</b>
23	(HONG KONG) LIMITED (IN )	
24	COMPULSORY LIQUIDATION), FOR )	
25	JUDICIAL ASSISTANCE PURSUANT )	
26	TO 28 U.S.C. § 1782, )	<b>NOTE CHANGES MADE BY THE</b>
27	Applicants. )	<b>COURT</b>
28	)	
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1 **[PROPOSED] ORDER**

2 Upon the Stipulation among Cosimo Borrelli and G. Jacqueline Fangonil  
3 Walsh, in their capacity as Joint and Several Liquidators (in such capacity, the  
4 “Liquidators”) of Galleria (Hong Kong) Limited (In Compulsory Liquidation)  
5 (“GHK”), and DBS Bank Limited, Los Angeles Agency (“DBS LA”), by and  
6 through their respective undersigned counsel, dated October 30, 2013, and good  
7 cause appearing therefore,

8 **IT IS SO ORDERED THAT:**

9 1. This Order shall govern the disclosure and use by the parties of all  
10 documents, testimony, exhibits, electronically stored information (“ESI”), and any  
11 other materials and information produced or provided by the DBS LA (collectively,  
12 the “Discovery Materials”) in response to subpoenas served by the Liquidators in the  
13 above-captioned case (the “Case”).

14 2. All Discovery Materials produced or disclosed in connection with this  
15 Case shall be used solely for the purpose of assisting the Liquidators in performing  
16 their legal obligations as Liquidators pursuant to the Order of the High Court of the  
17 Hong Kong Special Administrative Region on July 23, 2010 in connection with the  
18 investigation of GHK’s assets, affairs, rights, obligations or liabilities, and the  
19 identification and realization of all assets and claims of GHK (collectively, “**GHK**  
20 **Proceedings**”).

21 3. DBS LA may, subject to the provisions of this Order, designate as  
22 “**Confidential**” any Discovery Materials that DBS LA in good faith believes  
23 contains any competitively sensitive or proprietary information, such as trade  
24 secrets, financial, or other commercial information of a non-public nature,  
25 information protected by the right or privacy and/or any applicable privilege, or any  
26 other sensitive information which may be subject to a protective order under Fed. R.  
27 Civ. P. 26(c)(1).

1           4.     Discovery Materials designated “Confidential” shall be referred to  
2 herein as “**Confidential Discovery Material.**” No designation of Confidential  
3 Discovery Material shall be effective unless there is placed or affixed on each page  
4 of such material (in such manner as will not interfere with the legibility thereof) a  
5 “CONFIDENTIAL” notice or the equivalent, or, in the case of depositions, as set  
6 forth in paragraph 6 below. ESI designated “Confidential” shall be so designated by  
7 including such notice in the body of the electronic document or by affixing a stamp  
8 with such notice on the medium (including but not limited to tapes, CDs, DVDs,  
9 hard drives and flash drives) on which the electronic data is stored before copies are  
10 delivered to the Liquidators. Print-outs or production onto a reviewable electronic  
11 platform of any such ESI designated as Confidential Discovery Material shall also  
12 be treated as Confidential Discovery Material in accordance with the terms of this  
13 Order, and when printing out or producing the Confidential Discovery Material the  
14 Liquidators shall mark the data in its reproduced format in accordance with this  
15 paragraph 4.

16           5.     The designation of any Discovery Materials as Confidential is not  
17 intended to and shall not be construed as an admission that such Discovery Material  
18 is relevant, not subject to an applicable privilege or protection, admissible, or  
19 reasonably calculated to lead to the discovery of admissible evidence.

20           6.     DBS LA may, on the record of a deposition, or within ten calendar days  
21 after receipt of the transcript of such deposition, designate any portion or portions of  
22 the deposition as “Confidential” under the terms of this Order. Until such time  
23 period expires without any such designation having been made, the entire deposition  
24 transcript shall be treated as “Confidential” unless otherwise specified in writing or  
25 on the record of the deposition by DBS LA. All copies of deposition transcripts that  
26 contain material designated as Confidential Discovery Material shall be prominently  
27 marked “Confidential” on the cover thereof. Objections to the designation of  
28 Confidential Discovery Material under this paragraph shall be governed by the  
procedure set forth in paragraph 11 below.

1           7.       Except upon the prior written consent of DBS LA or order of the Court,  
2 the Liquidators shall not disclose, summarize or otherwise make available to anyone  
3 the Confidential Discovery Material except to the following persons:

4                   a)       the Court and Court personnel in this Case and other tribunals and  
5 tribunal personnel in GHK Proceedings;

6                   b)       the Liquidators' counsel participating in GHK Proceedings and  
7 their legal, clerical, or support staff, including temporary or contract staff;

8                   c)       professional court reporters, stenographers, or video operators  
9 transcribing depositions or testimony in this Case or GHK Proceedings;

10                  d)       persons who are indicated to have been authors or recipients of  
11 the Confidential Discovery Material;

12                  e)       counsel for parties who have appeared in GHK Proceedings;

13                  f)       expert witnesses or consultants who are employed or retained by  
14 the Liquidators in connection with GHK Proceedings;

15                  g)       deponents and witnesses or prospective witnesses (and counsel  
16 for such witnesses) to the extent reasonably necessary in connection with their  
17 testimony in this Case or other GHK Proceedings; and

18                  h)       outside photocopying, data processing, graphic production  
19 services, litigation support services, or investigators employed by the parties or  
20 their counsel to assist in this Case or GHK Proceedings, and computer  
21 personnel performing duties in relation to a computerized litigation system.

22           8.       The terms "counsel," "expert," and "investigator" include their staff  
23 who are assigned to and reasonably necessary to assist such counsel, expert, or  
24 investigator in connection with GHK Proceedings.

25           9.       All persons to whom Confidential Discovery Material is disclosed  
26 pursuant to sub-paragraphs 7(b) through (h) as applicable above shall, prior to receipt  
27 of such Confidential Discovery Material, be advised of the contents of this Order and  
28 shall be required to execute a certification evidencing their agreement to the terms of  
the Order, in the form attached as Exhibit A.

1           10. The recipient of any Confidential Discovery Material that is provided  
2 pursuant to this Order shall maintain such Confidential Discovery Material in a  
3 secure and safe area and shall exercise due and proper care with respect to the  
4 storage, custody and use of all such Confidential Discovery Material. Persons  
5 obtaining access to any Confidential Discovery Material shall use the information  
6 solely in connection with GHK Proceedings and shall not use such information for  
7 any other purpose.

8           11. The Liquidators are not obligated to challenge the propriety of a  
9 designation of Discovery Materials as Confidential when initially received, and a  
10 failure to do so shall not preclude a subsequent challenge thereto. If, at any time, the  
11 Liquidators object to a designation of Discovery Materials as Confidential under this  
12 Order, the Liquidators shall notify DBS LA in writing and identify with specificity  
13 the Discovery Materials to which such objection applies. Due to the large volume of  
14 documents to be produced, the Liquidators shall be permitted, to the extent possible,  
15 to reasonably identify such Discovery Materials to which such objection of the  
16 designation applies by groups or categories, rather than specific individual  
17 documents, based upon similar topic, subject matter, original custodian or provider  
18 of such document, or such other group as deemed appropriate. Within three calendar  
19 days of the receipt of such notification (or such other time as mutually agreed to by  
20 the parties or ordered by the Court), counsel for DBS LA and the Liquidators shall  
21 meet and confer in an effort to resolve any disagreement regarding DBS LA's  
22 designation of the Discovery Materials as Confidential. If, for whatever reason, the  
23 parties do not resolve their disagreement within that time period, the Liquidators may  
24 make an application to the Court challenging DBS LA's designation of Discovery  
25 Materials as Confidential. On such application, DBS LA shall have the burden of  
26 showing that the document or information is Confidential. While any such  
27 application is pending, the documents or materials subject to that application will  
28 remain Confidential until the Court rules. Nothing in this Order shall be construed as  
preventing any party from objecting to the designation of any Discovery Materials as

1 Confidential or as preventing any party from seeking further protection for any  
2 material it produces in discovery.

3 12. In the event that counsel for any party determines to file in or submit to  
4 this Court any Confidential Discovery Material, any information derived therefrom,  
5 or any papers containing or revealing such information, the pages containing or  
6 revealing such Confidential Discovery Material shall be submitted for filing under  
7 seal pursuant to Local Rule 79-5. All materials filed under seal shall be available to  
8 the Court and to counsel for the parties for viewing and/or copying. Filing under seal  
9 shall be without prejudice to any party's right to argue to the Court that such  
10 document is not Confidential and need not be preserved under seal. Redacted pages  
11 shall be filed in the public record.

12 13. Nothing in this Order shall be construed to limit any party's use or  
13 disclosure of its own documents, materials, or information that have been designated  
14 as Confidential pursuant to this Order.

15 14. In addition, nothing in this Order shall prevent or in any way limit the  
16 disclosure, use or dissemination of any document, information or material that:  
17 a) was, is or becomes public knowledge, not in breach of this Order;  
18 or  
19 b) is acquired by a party from a non-party having the right to  
20 disclose such information or material or is learned by a party as a  
21 result of that party's own independent efforts, investigation or  
22 inquiry.

23 15. This Order shall not be construed to affect or limit in any way the  
24 admissibility or use of any document, testimony, or other evidence at a hearing in  
25 this Case or other GHK Proceedings, or to prejudice or limit in any way the rights of  
26 any party to object to the authenticity, admissibility into evidence or use of any  
27 document, testimony or other evidence at a trial or a hearing of any kind whatsoever,  
28 whether in the Court or some other court.

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16. This Order shall not prevent any party from applying to the Court for further or additional protective orders, for the modification of this Order, or from agreeing with the other parties to modify this Order, subject to approval of the Court.

17. This Order may be executed in counterparts. This Order shall become effective as a stipulation among the parties immediately upon its execution.

Dated: November 6, 2013



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United States District Court Magistrate Judge

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**CERTIFICATE OF SERVICE**

I hereby certify that on **November 4, 2013**, a copy of the foregoing **[Proposed]** **Order Granting Stipulation and Agreed Protective Order** was filed electronically and served by mail on anyone unable to accept electronic filing. Notice of this filing will be sent by e-mail to all parties by operation of the court's electronic filing system or by mail to anyone unable to accept electronic filing as indicated on the Notice of Electronic Filing. Parties may access this filing through the court's EM/ECF System.

By: /s/ Daniel A. Rozansky  
Daniel A. Rozansky

Via E-mail to:  
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