

1 LATHAM & WATKINS LLP
 2 David J. Schindler (Bar No. 130490)
 3 *david.schindler@lw.com*
 4 Manny Abascal (Bar No. 171301)
 5 *manny.abascal@lw.com*
 6 Julie R. F. Gerchik (Bar No. 237764)
 7 *julie.gerchik@lw.com*
 8 Kristen M. Tuey (Bar No. 252565)
 9 *kristen.tuey@lw.com*
 10 355 South Grand Avenue
 11 Los Angeles, California 90071-1560
 12 Telephone: +1.213.485.1234
 13 Facsimile: +1.213.891.8763

Attorneys for Plaintiff the City of Almaty

11 UNITED STATES DISTRICT COURT
 12 CENTRAL DISTRICT OF CALIFORNIA

NOTE CHANGES MADE BY COURT

14 CITY OF ALMATY, a foreign state,
 15 Plaintiff,
 16 v.
 17 VIKTOR KHRAPUNOV, an individual, *et*
 18 *al.*,
 19 Defendants.

Case No. CV14-3650-FMO-CW

Judge: Hon. Fernando M. Olguin
Magistrate Judge: Hon. Carla Woehrle

[DISCOVERY MATTER]

**STIPULATION FOR PROTECTIVE ORDER
REGARDING PRODUCTION OF
DOCUMENTS AND INFORMATION**

Action Filed: May 13, 2014

1 WHEREAS, the Parties agree on the form of protective order (the “Third-Party
2 Protective Order”) as described further below, so that Third-Party Producers may, if appropriate,
3 seek confidential treatment of materials they produce in the above-captioned matter:

4 WHEREAS, nothing herein shall prescribe or modify the existing obligations between
5 the Parties, or any obligations undertaken pursuant to a protective order that the Parties negotiate
6 to govern their exchange of documents;

7 WHEREAS, the Parties agree that nothing herein shall prejudice the Parties’ right to seek
8 modifications to this Third-Party Protective Order, or any protective order that the Parties enter
9 into in the future;

10 WHEREAS, by and between the Parties to *City of Almaty v. Khrapunov, et al.*, including
11 Hilton & Hyland Real Estate, Inc. (“Hilton & Hyland”) and David Bolno (the buyer of certain
12 real property located on Lockridge Drive which is subject to a non-disclosure agreement,
13 hereinafter “Bolno”), by and through their respective counsel of record, in order to facilitate the
14 production of information and documents which may be subject to confidentiality limitations on
15 disclosure due to international laws, foreign laws, federal laws, state laws, and privacy rights,
16 enter into the subject Stipulation for Protective Order;

17 Accordingly, the Parties hereby stipulate as follows:

18 **1.** In this Third-Party Protective Order, the words set forth below shall have the following
19 meanings:

- 20 **A.** “Proceeding” means the above-entitled proceeding, Case No. CV14-3650-FMO-
21 CW.
22 **B.** “Court” means the Hon. Fernando M. Olguin, the Hon. Carla M. Woehrle, or any
23 other judge to which this Proceeding may be assigned, including Court staff
24 participating in such proceedings.
25 **C.** “Confidential” means any information which is in the possession of a
26 Designating Party who believes in good faith that such information is entitled to
27 protection as private, proprietary, sensitive or otherwise non-publicly available
28 information, the disclosure of which without restriction would be a violation of

1 privacy rights or detrimental to any party in the conduct of its business, that is
2 not, or has not become public knowledge, as shown by publicly available
3 writings, other than through violation of the terms of this Protective Order.

4 **D.** “Confidential Materials” means any Documents, Testimony or Information as
5 defined below designated as “CONFIDENTIAL – SUBJECT TO A
6 PROTECTIVE ORDER” pursuant to the provisions of this Third-Party
7 Protective Order. Notwithstanding any designation requirements herein, any and
8 all documents and materials produced by Hilton & Hyland and David Bolno
9 shall be Confidential Materials. Because the documents are subject to a separate
10 non-disclosure agreement between Hilton & Hyland and Bolno, there may be
11 redactions concerning the identity of Bolno, and such redactions shall be deemed
12 accepted and will not be challenged by the Parties or their counsel.

13 **E.** “Designating Party” means Hilton & Hyland and Bolno and their respective
14 agents and representatives.

15 **F.** “Disclose” or “Disclosed” or “Disclosure” means to reveal, divulge, give, or
16 make available Materials, or any part thereof, or any information contained
17 therein.

18 **G.** “Documents” means (i) any documents, electronically stored information, or
19 designated tangible things, as defined by Rule 34(a)(1)(A) and (B) of the Federal
20 Rules of Civil Procedure, which have been produced in discovery in this
21 Proceeding by any person, and (ii) any copies, reproductions, or summaries of all
22 or any part of the foregoing.

23 **H.** “Information” means the content of Documents or Testimony.

24 **I.** “Testimony” means all depositions, declarations or other testimony taken or used
25 in this Proceeding.

26 **2.** The Designating Party shall have the right to designate as “CONFIDENTIAL –
27 SUBJECT TO A PROTECTIVE ORDER” any Documents, Testimony or Information that the
28 Designating Party in good faith believes qualifies under the definition set forth in 1.C, above.

1 **3.** The entry of this Third-Party Protective Order does not alter, waive, modify, or abridge
2 any right, privilege or protection otherwise available to any Party with respect to the discovery of
3 matters, including but not limited to any Party’s right to assert the attorney-client privilege, the
4 attorney work product doctrine, or other privileges, or any Party’s right to contest any such
5 assertion.

6 **4.** All Documents, Testimony or Information to be designated as “CONFIDENTIAL –
7 SUBJECT TO A PROTECTIVE ORDER” may be clearly so designated before the Document,
8 Testimony or Information is Disclosed or produced. The Parties may agree that the case name
9 and number are to be part of the Confidential designation. The Confidential designation should
10 not obscure or interfere with the legibility of the designated Information. A party may designate
11 as Confidential under the terms of this Third-Party Protective Order any Material containing
12 information that is of a sensitive and private nature, is proprietary, or would otherwise cause
13 harm to the interests of the disclosing party if such information were disclosed to the public. All
14 Documents, Testimony and Information produced by Designating Party shall be Confidential
15 notwithstanding the lack of the designation described herein.

16 **5.** For Documents (apart from transcripts of depositions or other pretrial or trial
17 proceedings), the Designating Party may affix the legend “CONFIDENTIAL – SUBJECT TO A
18 PROTECTIVE ORDER” on each page of any Document containing such designated
19 Confidential Material. All Documents, Testimony and Information produced by Designating
20 Party shall be Confidential notwithstanding the lack of the designation described herein.

21 **6.** For Testimony given in depositions the Designating Party may either:
22 **A.** identify on the record, before the close of the deposition, all Confidential
23 Testimony, by specifying all portions of the Testimony that qualify as
24 Confidential. Any deposition of Zach Goldsmith, including the transcript and
25 any related materials are Confidential Materials; or
26 **B.** designate the entirety of the Testimony at the deposition as Confidential (before
27 the deposition is concluded) with the right to identify more specific portions of
28 the Testimony as to which protection is sought within 30 days following receipt

1 of the deposition transcript, but if the Party fails to identify such specific portions
2 within 30 days than none of the deposition shall be designated “Confidential.” In
3 circumstances where portions of the deposition Testimony are designated for
4 protection, the transcript pages containing Confidential Information may be
5 separately bound by the court reporter, who must affix to the top of each page the
6 legend “CONFIDENTIAL,” as instructed by the Designating Party.

7 **7.** For Information produced in some form other than Documents, and for any other tangible
8 items, including, without limitation, compact discs or DVDs, the Designating Party may affix in
9 a prominent place on the exterior of the container or containers in which the Information or item
10 is stored the legend “CONFIDENTIAL – SUBJECT TO A PROTECTIVE ORDER.” If only
11 portions of the Information or item warrant protection, the Designating Party, to the extent
12 practicable, may identify the Confidential portions. All Documents, Testimony and Information
13 produced by Designating Party shall be confidential notwithstanding the lack of the designation
14 described herein.

15 **8.** The inadvertent production by any Third-Party of any Document, Testimony or
16 Information during discovery in this Proceeding without a Confidential designation, shall be
17 without prejudice to any claim that such item is Confidential and such Designating Party shall
18 not be held to have waived any rights by such inadvertent production. In the event that any
19 Document, Testimony or Information that is subject to a Confidential designation is
20 inadvertently produced without such designation, the Designating Party that inadvertently
21 produced the document shall give written notice of such inadvertent production within twenty
22 (20) days of discovery of the inadvertent production, together with a further copy of the subject
23 Document, Testimony or Information designated as “CONFIDENTIAL – SUBJECT TO A
24 PROTECTIVE ORDER” (the “Inadvertent Production Notice”). Upon receipt of such
25 Inadvertent Production Notice, the Party that received the inadvertently produced Document,
26 Testimony or Information shall promptly destroy the inadvertently produced Document,
27 Testimony or Information and all copies thereof, or, at the expense of the Designating Party,
28 return such together with all copies of such Document, Testimony or Information to counsel for

1 the Designating Party and shall retain only the designated Materials. Should the receiving Party
2 choose to destroy such inadvertently produced Document, Testimony or Information, the
3 receiving Party shall notify the Designating Party in writing of such destruction within ten (10)
4 days of receipt of written notice of the inadvertent production. This provision is not intended to
5 apply to any inadvertent production of any Information protected by attorney-client or work
6 product privileges. In the event that this provision conflicts with any applicable law regarding
7 waiver of confidentiality through the inadvertent production of Documents, Testimony or
8 Information, such law shall govern.

9 **9.** In the event that any Document or Information purportedly containing or constituting
10 privileged material, including attorney-client communications or attorney work product, is
11 inadvertently produced, the Designating Party that inadvertently produced the document shall
12 give written notice of such inadvertent production within fourteen (14) days of discovery of the
13 inadvertent production of privileged material. Upon receipt of such notification, the receiving
14 Party shall promptly return to counsel for the producing Party any and all copies of such
15 Document or Information and thereafter refrain from any use whatsoever, in this case or
16 otherwise, of such Document or Information. The inadvertent production of any Document or
17 Information for which a claim of privilege or work-product doctrine is subsequently asserted by
18 the Designating Party shall not constitute a subject matter waiver of a valid claim or privilege or
19 the work-product doctrine as to any other document or Information in the possession of the
20 Designating Party, or as to any communication or information within the knowledge of the
21 Designating Party.

22 **10.** In the event that counsel for a Party receiving Documents, Testimony or Information in
23 discovery designated as “CONFIDENTIAL – SUBJECT TO A PROTECTIVE ORDER” objects
24 to such designation with respect to any or all of such items, said counsel shall advise counsel for
25 the Designating Party, in writing, of such objections, the specific Documents, Testimony or
26 Information to which each objection pertains, and the specific reasons and support for such
27 objections (the “Designation Objections”). Counsel for the Designating Party shall have
28 fourteen (14) days from receipt of the written Designation Objections to either (a) agree in

1 writing to de-designate Documents, Testimony or Information pursuant to any or all of the
2 Designation Objections and/or (b) file a motion with the Court seeking to uphold any or all
3 designations on Documents, Testimony or Information addressed by the Designation Objections
4 (the “Designation Motion”). Pending a resolution of the Designation Motion by the Court, any
5 and all existing designations on the Documents, Testimony or Information at issue in such
6 Motion shall remain in place. Any designations by David Bolno are not subject to challenge by
7 the Parties.

8 **11.** Access to and/or Disclosure of Confidential Materials designated as “Confidential” shall
9 be permitted only to the following persons if Exhibit A is signed and delivered to Designating
10 Party (where Exhibit A is required as indicated below) prior to being provided access and/or
11 disclosure:

- 12 **A.** the Court if filed separately under seal;
- 13 **B.** Attorneys of record in the Proceedings and their affiliated attorneys, paralegals,
14 professionals, and clerical and secretarial staff employed by such attorneys and
15 persons who are actively involved in the Proceedings;
- 16 **C.** Client, including in-house counsel and employees to the undersigned Parties and
17 their affiliated professionals, paralegals, investigators, consultants, and clerical
18 and secretarial staff employed by such counsel; provided, however, that each
19 non-lawyer given access to Confidential Materials under this subsection (C) shall
20 be advised that such Materials are being Disclosed pursuant to, and are subject
21 to, the terms of this Stipulation and Protective Order and that they may not be
22 Disclosed other than pursuant to its terms, and the signature of such person shall
23 be secured on a statement in the form attached hereto as Exhibit A;
- 24 **D.** those officers, directors, partners, members, and employees of all non-
25 designating Parties that counsel for such Parties deems necessary to aid counsel
26 in the prosecution and defense of this Proceeding; provided, however, that prior
27 to the Disclosure of Confidential Materials to any such officer, director, partner,
28 member, investigator, consultant, or employee, counsel for the Party making the

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Disclosure shall deliver a copy of this Stipulation and Protective Order to such person, shall explain that such person is bound to follow the terms of such Order, and shall secure the signature of such person on a statement in the form attached hereto as Exhibit A;

E. court reporters in this Proceeding (whether at depositions, hearings, or any other proceeding);

F. any deposition, trial or hearing witness in the Proceeding who previously has had access to the Confidential Materials, or who is currently or was previously an officer, director, partner, member, employee, or agent of an entity that has had access to the Confidential Materials, or who is discussed or referenced in the specific Confidential Material;

G. outside counsel, outside experts or expert consultants consulted by the undersigned Parties or their counsel in connection with the Proceeding, whether or not retained to testify at any oral hearing; provided, however, that prior to the Disclosure of Confidential Materials to any such expert or expert consultant, counsel for the Party making the Disclosure shall deliver a copy of this Stipulation and Protective Order to such person, shall explain its terms to such person, and shall secure the signature of such person on a statement in the form attached hereto as Exhibit A. It shall be the obligation of counsel, upon learning of any breach or threatened breach of this Stipulation and Protective Order by any such expert or expert consultant, to promptly notify counsel for the Designating Party of such breach or threatened breach;

H. any mediator appointed by the Court or agreed to by the Parties and with reasonable consent by Designating Party;

I. any other person that the Designating Party agrees to in writing; and

J. to any other party if required by applicable law.

1 **12.** Any Party to the Proceeding (or other person subject to the terms of this Stipulation and
2 Protective Order) may ask the Court, after appropriate notice to the other Parties to the
3 Proceeding, to modify or grant relief from any provision of this Stipulation and Protective Order.

4 **13.** Entering into, agreeing to, and/or complying with the terms of this Stipulation and
5 Protective Order shall not:

6 **A.** operate as an admission by any person that any particular Document, Testimony
7 or Information herein or otherwise marked “CONFIDENTIAL – SUBJECT TO
8 A PROTECTIVE ORDER” contains or reflects proprietary, confidential or
9 sensitive business, commercial, financial or personal information; or

10 **B.** prejudice in any way the right of any Party:

11 **1.** to seek a determination by the Court of whether any particular
12 Confidential Material should be subject to protection as Confidential
13 under the terms of this Third-Party Protective Order; or

14 **2.** to seek relief from the Court on appropriate notice to all other Parties to
15 the Proceeding from any provision(s) of this Third-Party Protective Order,
16 either generally or as to any particular Document, Material or Information.

17 **14.** Any Party to the Proceeding who has not executed this Third-Party Protective Order as of
18 the time it is presented to the Court for signature may thereafter become a Party to this Third-
19 Party Protective Order by its counsel’s signing and dating a copy thereof and serving copies
20 upon the other Parties to this Stipulation and Protective Order.

21 **15.** If, after execution of this Third-Party Protective Order, any Confidential Materials
22 submitted by a Designating Party under the terms of this Third-Party Protective Order is
23 Disclosed by a non-Designating Party to any person other than in the manner authorized by this
24 Third-Party Protective Order, the non-Designating Party responsible for the Disclosure shall
25 bring all pertinent facts relating to the Disclosure of such Confidential Materials to the
26 immediate attention of the Designating Party.

27 **16.** This Third-Party Protective Order is entered into without prejudice to the right of any
28 Designating Party to knowingly waive the applicability of this Third-Party Protective Order to

1 any Confidential Materials designated by that Designating Party. If the Designating Party uses
2 Confidential Materials in a non-Confidential manner, then the Designating Party shall advise that
3 the designation no longer applies.

4 **17.** Where any Confidential Materials, or Information derived from Confidential Materials, is
5 included in any motion or other proceeding governed by the Central District of California Local
6 Rule 79-5, the party shall follow that rule.

7 **18.** The Parties and Designating Party shall meet and confer regarding the procedures for use
8 of Confidential Materials at trial and shall move the Court for entry of an appropriate order.

9 **19.** Nothing in this Third-Party Protective Order shall affect the admissibility into evidence
10 of Confidential Materials, or abridge the rights of any person to seek judicial review or to pursue
11 other appropriate judicial action with respect to any ruling made by the Court concerning the
12 issue of the status of Confidential Material.

13 **20.** This Third-Party Protective Order shall continue to be binding after the conclusion of this
14 Proceeding and all subsequent proceedings arising from this Proceeding, except that a Party may
15 seek the written permission of the Designating Party or may move the Court for relief from the
16 provisions of this Third-Party Protective Order. To the extent permitted by law, the Court shall
17 retain jurisdiction to enforce, modify, or reconsider this Third-Party Protective Order, even after
18 the Proceeding is terminated.

19 **21.** Within thirty (30) days after the settlement or other final termination of the Proceeding,
20 the undersigned Parties shall have ninety (90) days to either (a) promptly return to counsel for
21 each Designating Party all Confidential Materials and all copies thereof (except that counsel for
22 each Party may maintain in its files, in continuing compliance with the terms of this Third-Party
23 Protective Order, all work product, and one copy of each pleading filed with the Court and one
24 copy of each deposition together with the exhibits marked at the deposition), (b) agree with
25 counsel for the Designating Party upon appropriate methods and certification of destruction or
26 other disposition of such Confidential Materials, or (c) as to any Documents, Testimony or other
27 Information not addressed by sub-paragraphs (a) and (b), file a motion seeking a Court order
28 regarding proper preservation of such Materials. To the extent permitted by law the Court shall

1 retain continuing jurisdiction to review and rule upon the motion referred to in sub-paragraph (c)
2 herein.

3 **22.** After this Third-Party Protective Order has been signed by counsel for all Parties, it shall
4 be presented to the Court for entry. Counsel agree to be bound by the terms set forth herein with
5 regard to any Confidential Materials that have been produced before the Court signs this Third-
6 Party Protective Order.

7 **23.** The Parties and all signatories to the Certification attached hereto as Exhibit A agree to
8 be bound by this Third-Party Protective Order pending its approval and entry by the Court. In
9 the event that the Court modifies this Third-Party Protective Order, or in the event that the Court
10 enters a different Protective Order, the Parties agree to be bound by this Third-Party Protective
11 Order until such time as the Court may enter such a different Order. It is the Parties' intent to be
12 bound by the terms of this Third-Party Protective Order pending its entry so as to allow for
13 immediate production of Confidential Materials under the terms herein.

14 **24.** Notwithstanding the foregoing, any and all information/documents designated as
15 "CONFIDENTIAL – SUBJECT TO A PROTECTIVE ORDER" under this Third Party
16 Protective Order may be disclosed by the Parties: (1) subject to a court order provided notice is
17 served on all signing Parties prior to the seeking or entry of said order; or (2) in the event of a
18 challenge to this Third Party Protective Order, no documents marked "CONFIDENTIAL –
19 SUBJECT TO A PROTECTIVE ORDER" will be filed. Instead, *subject to court approval*, all
20 such documents in dispute will be submitted for an in camera review *or as otherwise ordered by*
21 *the court.*


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1 IT IS SO STIPULATED.

2 Date: June 15, 2015


Attorney for Plaintiff

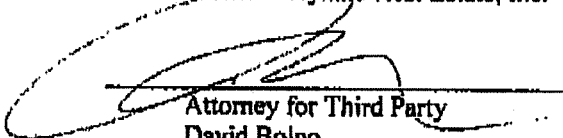
4 Date: June 14, 2015


Attorney for Defendants

6 Date: June 15, 2015

Attorney for Third Party
Hilton & Hyland Real Estate, Inc.

8 Date: June 12, 2015


Attorney for Third Party
David Bolno

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EXHIBIT A

CERTIFICATION RE CONFIDENTIAL DISCOVERY MATERIALS

I hereby acknowledge that I, _____ [NAME],
_____ [POSITION AND EMPLOYER],

am about to receive Confidential Materials supplied in connection with the Proceeding, (Case No. CV14-3650-FMO-CW). I certify that I understand that the Confidential Materials are provided to me subject to the terms and restrictions of the Stipulation and Protective Order filed in this Proceeding. I have been given a copy of the Stipulation and Protective Order; I have read it, and I agree to be bound by its terms.

I understand that Confidential Materials, as defined in the Stipulation and Protective Order, including any notes or other records that may be made regarding any such materials, shall not be Disclosed to anyone except as expressly permitted by the Stipulation and Protective Order. I will not copy or use, except solely for the purposes of this Proceeding, any Confidential Materials obtained pursuant to this Protective Order, except as provided therein or otherwise ordered by the Court in the Proceeding.

I further understand that I am to retain all copies of all Confidential Materials provided to me in the Proceeding in a secure manner, and that all copies of such Materials are to remain in my sole personal custody until termination of my participation in this Proceeding, whereupon all such Materials and copies thereof will be returned to counsel who provided me with such Materials.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed this ____ day of _____, 2015, at _____.

DATED: _____ BY: _____

Signature

Title

Address

City, State, Zip

Telephone Number