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 HILL REDWOOD DEVELOPMENT, LTD., HILL  
 21 INTERNATIONAL, INC., HILL INTERNATIONAL  
 DEVELOPMENT, LTD., REDWOOD CAPITAL  
 22 ADVISORS, LLC, and Defendants STEPHEN  
 GOODMAN, AND S. DICK SARGON

23 UNITED STATES DISTRICT COURT  
 24 NORTHERN DISTRICT OF CALIFORNIA  
 SAN FRANCISCO DIVISION

25  
 26 (1) VIESTE, LLC, an Indiana corporation; and  
 (2) VIESTE DEVELOPMENT, LLC; an  
 27 Indiana corporation,  
 Plaintiffs,

No. C 09-04024 JSW

28 v.

- 1 (1) HILL REDWOOD DEVELOPMENT,  
LTD., a British Virgin Islands corporation;
- 2 (2) HILL INTERNATIONAL, INC., a  
Delaware corporation;
- 3 (3) HILL INTERNATIONAL  
DEVELOPMENT LTD., a British Virgin  
4 Islands corporation;
- 5 (4) REDWOOD CAPITAL ADVISORS,  
LLC., a Delaware corporation;
- 6 (5) STEPHEN GOODMAN, individually; and
- 7 (6) S. DICK SARGON, individually;  
Defendants,

**STIPULATED PROTECTIVE ORDER**

8 \_\_\_\_\_  
And related Counterclaim.

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1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

2. DEFINITIONS

2.1 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c).

2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well as their support staff).

2.4 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

2.5 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

1                   2.6    Expert: a person with specialized knowledge or experience in a matter  
2 pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness  
3 or as a consultant in this action.

4                   2.7    House Counsel: attorneys who are employees of a party to this action. House  
5 Counsel does not include Outside Counsel of Record or any other outside counsel.

6                   2.8    Non-Party: any natural person, partnership, corporation, association, or other  
7 legal entity not named as a Party to this action.

8                   2.9    Outside Counsel of Record: attorneys who are not employees of a party to this  
9 action but are retained to represent or advise a party to this action and have appeared in this action on  
10 behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

11                   2.10   Party: any party to this action, including all of its officers, directors,  
12 employees, consultants, retained experts, and Outside Counsel of Record (and their support staffs).

13                   2.11   Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
14 Material in this action.

15                   2.12   Professional Vendors: persons or entities that provide litigation support  
16 services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and  
17 organizing, storing, or retrieving data in any form or medium) and their employees and  
18 subcontractors.

19                   2.13   Protected Material: any Disclosure or Discovery Material that is designated as  
20 "CONFIDENTIAL."

21                   2.14   Receiving Party: a Party that receives Disclosure or Discovery Material from a  
22 Producing Party.

23                   3.       SCOPE

24                   The protections conferred by this Stipulation and Order cover not only Protected Material (as  
25 defined above), but also (1) any information copied or extracted from Protected Material; (2) all  
26 copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,  
27 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.  
28 However, the protections conferred by this Stipulation and Order do not cover the following

1 information: (a) any information that is in the public domain at the time of disclosure to a Receiving  
2 Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of  
3 publication not involving a violation of this Order, including becoming part of the public record  
4 through trial or otherwise; and (b) any information known to the Receiving Party prior to the  
5 disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the  
6 information lawfully and under no obligation of confidentiality to the Designating Party. Any use of  
7 Protected Material at trial shall be governed by a separate agreement or order.

8 4. DURATION

9 Even after final disposition of this litigation, the confidentiality obligations imposed by this  
10 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order  
11 otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and  
12 defenses in this action, with or without prejudice; and (2) final judgment herein after the completion  
13 and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the time  
14 limits for filing any motions or applications for extension of time pursuant to applicable law.

15 5. DESIGNATING PROTECTED MATERIAL

16 5.1 Exercise of Restraint and Care in Designating Material for Protection.

17 Each Party or Non-Party that designates information or items for protection under this Order  
18 must take care to limit any such designation to specific material that qualifies under the appropriate  
19 standards. The Designating Party must designate for protection only those parts of material,  
20 documents, items, or oral or written communications that qualify – so that other portions of the  
21 material, documents, items, or communications for which protection is not warranted are not swept  
22 unjustifiably within the ambit of this Order. Mass, indiscriminate, or routinized designations are  
23 prohibited. Designations that are shown to be clearly unjustified or that have been made for an  
24 improper purpose (e.g., to unnecessarily encumber or retard the case development process or to  
25 impose unnecessary expenses and burdens on other parties) expose the Designating Party to  
26 sanctions.

1           If it comes to a Designating Party's attention that information or items that it designated for  
2 protection do not qualify for protection, that Designating Party must promptly notify all other Parties  
3 that it is withdrawing the mistaken designation.

4           5.2    Manner and Timing of Designations. Except as otherwise provided in this  
5 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,  
6 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so  
7 designated before the material is disclosed or produced.

8           Designation in conformity with this Order requires:

9           (a)    for information in documentary form (e.g., paper or electronic documents, but  
10 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party  
11 affix the legend "CONFIDENTIAL" to each page that contains protected material. If only a portion  
12 or portions of the material on a page qualifies for protection, the Producing Party also must clearly  
13 identify the protected portion(s) (e.g., by making appropriate markings in the margins).

14           A Party or Non-Party that makes original documents or materials available for  
15 inspection need not designate them for protection until after the inspecting Party has indicated which  
16 material it would like copied and produced. During the inspection and before the designation, all of  
17 the material made available for inspection shall be deemed "CONFIDENTIAL." After the inspecting  
18 Party has identified the documents it wants copied and produced, the Producing Party must determine  
19 which documents, or portions thereof, qualify for protection under this Order. Then, before producing  
20 the specified documents, the Producing Party must affix the "CONFIDENTIAL" legend to each page  
21 that contains Protected Material. If only a portion or portions of the material on a page qualifies for  
22 protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making  
23 appropriate markings in the margins).

24           (b)    for testimony given in deposition or in other pretrial or trial proceedings, that  
25 the Designating Party identify, by line and page, all "Confidential Information" subject to this  
26 Protective Order by notifying all parties in writing within thirty (30) days after the conclusion of the  
27 deposition.  
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1 (c) for responses provided in response to written discovery, including  
2 interrogatory responses, that the Designating Party affix the legend "CONFIDENTIAL" to each  
3 written discovery response that contains protected material. If only a portion or portions of the  
4 material on a page qualifies for protection, the Producing Party also must clearly identify the  
5 protected portion(s) (e.g., by making clear in its discovery response which sections of the response  
6 must be treated as Confidential subject to this Protective Order).

7 (d) for information produced in some form other than documentary and for any  
8 other tangible items, that the Producing Party affix in a prominent place on the exterior of the  
9 container or containers in which the information or item is stored the legend "CONFIDENTIAL." If  
10 only a portion or portions of the information or item warrant protection, the Producing Party, to the  
11 extent practicable, shall identify the protected portion(s).

12 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
13 designate qualified information or items does not, standing alone, waive the Designating Party's right  
14 to secure protection under this Order for such material. Upon timely correction of a designation, the  
15 Receiving Party must make reasonable efforts to assure that the material is treated in accordance with  
16 the provisions of this Order.

17 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

18 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of  
19 confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality  
20 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens,  
21 or a significant disruption or delay of the litigation, a Party does not waive its right to challenge a  
22 confidentiality designation by electing not to mount a challenge promptly after the original  
23 designation is disclosed.

24 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution  
25 process by providing written notice of each designation it is challenging and describing the basis for  
26 each challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must  
27 recite that the challenge to confidentiality is being made in accordance with this specific paragraph of  
28 the Protective Order. The parties shall attempt to resolve each challenge in good faith and must begin

1 the process by conferring directly (in voice to voice dialogue; other forms of communication are not  
2 sufficient) within 14 days of the date of service of notice. In conferring, the Challenging Party must  
3 explain the basis for its belief that the confidentiality designation was not proper and must give the  
4 Designating Party an opportunity to review the designated material, to reconsider the circumstances,  
5 and, if no change in designation is offered, to explain the basis for the chosen designation. A  
6 Challenging Party may proceed to the next stage of the challenge process only if it has engaged in  
7 this meet and confer process first or establishes that the Designating Party is unwilling to participate  
8 in the meet and confer process in a timely manner.

9           6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court  
10 intervention, the Designating Party shall file and serve a motion to retain confidentiality under Civil  
11 Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) within 21 days of the  
12 initial notice of challenge or within 14 days of the parties agreeing that the meet and confer process  
13 will not resolve their dispute, whichever is earlier. Each such motion must be accompanied by a  
14 competent declaration affirming that the movant has complied with the meet and confer requirements  
15 imposed in the preceding paragraph. Failure by the Designating Party to make such a motion  
16 including the required declaration within 21 days (or 14 days, if applicable) shall automatically waive  
17 the confidentiality designation for each challenged designation. In addition, the Challenging Party  
18 may file a motion challenging a confidentiality designation at any time if there is good cause for  
19 doing so, including a challenge to the designation of a deposition transcript or any portions thereof.  
20 Any motion brought pursuant to this provision must be accompanied by a competent declaration  
21 affirming that the movant has complied with the meet and confer requirements imposed by the  
22 preceding paragraph.

23           The burden of persuasion in any such challenge proceeding shall be on the Designating Party.  
24 Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary  
25 expenses and burdens on other parties) may expose the Challenging Party to sanctions. Likewise,  
26 frivolous designations may expose the Designating Party to sanctions. Unless the Designating Party  
27 has waived the confidentiality designation by failing to file a motion to retain confidentiality as  
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1 described above, all parties shall continue to afford the material in question the level of protection to  
2 which it is entitled under the Producing Party's designation until the court rules on the challenge.

3 7. ACCESS TO AND USE OF PROTECTED MATERIAL

4 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
5 disclosed or produced by another Party or by a Non-Party in connection with this case only for  
6 prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be  
7 disclosed only to the categories of persons and under the conditions described in this Order. When the  
8 litigation has been terminated, a Receiving Party must comply with the provisions of section 13  
9 below (FINAL DISPOSITION).

10 Protected Material must be stored and maintained by a Receiving Party at a location and in a secure  
11 manner that ensures that access is limited to the persons authorized under this Order.

12 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise  
13 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose  
14 any information or item designated "CONFIDENTIAL" only to:

15 (a) the Receiving Party's Outside Counsel of Record in this action who have  
16 signed the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A;

17 (b) Employees and consultants of said Outside Counsel of Record to whom it is  
18 reasonably necessary to disclose the information for this litigation, provided that said employee or  
19 consultant is (1) working under the supervision of Outside Counsel of Record; (2) Outside Counsel of  
20 Record has signed the "Acknowledgement and Agreement to Be Bound" and (3) said employee or  
21 consultant has been provided with a copy of this Protective Order and advised of his or her obligation  
22 to maintain the confidentiality of designated material;

23 (c) the officers, directors, and employees (including House Counsel) of the  
24 Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed  
25 the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

26 (d) Experts (as defined in this Order) of the Receiving Party to whom disclosure is  
27 reasonably necessary for this litigation and who have signed the "Acknowledgment and Agreement to  
28 Be Bound" (Exhibit A);

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(e) the court and its personnel;

(f) court reporters and their staff, professional jury or trial consultants, mock jurors, persons retained by the receiving party specifically to prepare demonstrative or other exhibits for deposition, trial or other court proceedings in this matter and persons employed by them, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(g) during their depositions, witnesses in the action to whom disclosure is reasonably necessary and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Nothing herein shall prevent disclosure of Confidential Information to any person who is identified as an authority, source or recipient of the document. Furthermore, regardless of its designation as Confidential Information, if a document makes reference to the actual or alleged conduct or statement of a person, Outside Counsel may discuss such conduct or statements with such person. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may not be disclosed to anyone except as permitted under this Stipulated Protective Order.

(h) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

This Protective Order shall not bar any attorney herein in the course of rendering advice to his or her client with respect to this litigation from conveying to any party client his or her evaluation in a general way of any "Confidential" information produced by another party herein.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this action as "CONFIDENTIAL," that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

1 (b) promptly notify in writing the party who caused the subpoena or order to issue  
2 in the other litigation that some or all of the material covered by the subpoena or order is subject to  
3 this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

4 (c) cooperate with respect to all reasonable procedures sought to be pursued by the  
5 Designating Party whose Protected Material may be affected.

6 If the Designating Party timely seeks a protective order, the Party served with the subpoena or  
7 court order shall not produce any information designated in this action as "CONFIDENTIAL" before  
8 a determination by the court from which the subpoena or order issued, unless the Party has obtained  
9 the Designating Party's permission. The Designating Party shall bear the burden and expense of  
10 seeking protection in that court of its confidential material – and nothing in these provisions should  
11 be construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful  
12 directive from another court.

13 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN  
14 THIS LITIGATION

15 (a) The terms of this Order are applicable to information produced by a Non-Party  
16 in this action and designated as "CONFIDENTIAL." Such information produced by Non-Parties in  
17 connection with this litigation is protected by the remedies and relief provided by this Order. Nothing  
18 in these provisions should be construed as prohibiting a Non-Party from seeking additional  
19 protections.

20 (b) In the event that a Party is required, by a valid discovery request, to produce a  
21 Non-Party's confidential information in its possession, and the Party is subject to an agreement with  
22 the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

23 1. promptly notify in writing the Requesting Party and the Non-Party that  
24 some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

25 2. promptly provide the Non-Party with a copy of the Stipulated  
26 Protective Order in this litigation, the relevant discovery request(s), and a reasonably specific  
27 description of the information requested; and  
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1           12.    MISCELLANOUS

2                   12.1   Right to Further Relief. Nothing in this Order abridges the right of any person  
3 to seek its modification by the court in the future.

4                   12.2   Right to Assert Other Objections. By stipulating to the entry of this Protective  
5 Order no Party waives any right it otherwise would have to object to disclosing or producing any  
6 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no  
7 Party waives any right to object on any ground to use in evidence of any of the material covered by  
8 this Protective Order.

9                   12.3   Filing Protected Material. Without written permission from the Designating  
10 Party or a court order secured after appropriate notice to all interested persons, a Party may not file in  
11 the public record in this action any Protected Material. A Party that seeks to file under seal any  
12 Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed  
13 under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue.  
14 Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a request establishing that the  
15 Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled to  
16 protection under the law. If a Receiving Party's request to file Protected Material under seal pursuant  
17 to Civil Local Rule 79-5(d) is denied by the court, then the Receiving Party may file the information  
18 in the public record pursuant to Civil Local Rule 79-5(e) unless otherwise instructed by the court.


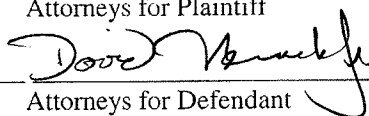
19           13.    FINAL DISPOSITION


20                   Within 60 days after the final disposition of this action, as defined in paragraph 4, each  
21 Receiving Party must return all Protected Material to the Producing Party or destroy such material.  
22 As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
23 summaries, and any other format reproducing or capturing any of the Protected Material. Whether the  
24 Protected Material is returned or destroyed, the Receiving Party must submit a written certification to  
25 the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day  
26 deadline that (1) identifies (by category, where appropriate) all the Protected Material that was  
27 returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts,  
28 compilations, summaries or any other format reproducing or capturing any of the Protected Material.

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Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: October 27, 2010   
Attorneys for Plaintiff  
DATED: 11/3/10   
Attorneys for Defendant

PURSUANT TO STIPULATION, IT IS SO ORDERED.   
DATED: 11/3/2010  
[Name of Judge] DONNA M. RYU  
United States District/Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Northern District of California on \_\_\_\_\_ in the case of Vieste, LLC and Vieste Development, LLC v. Hill Redwood, Ltd., et. al., Case No. C 09-04024 JSW. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Northern District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint \_\_\_\_\_ [print or type full name] of \_\_\_\_\_ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_  
[printed name]

Signature: \_\_\_\_\_  
[signature]