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 8 *Holder of the CSFB Mortgage Securities Corp.,*
 9 *Adjustable Rate Mortgage Trust 2005-8,*
Adjustable Rate Mortgage-Backed Pass-Through
Certificates Series 2005-8

10 **UNITED STATES DISTRICT COURT**
 11 **DISTRICT OF NEVADA**

12 U.S. BANK, NATIONAL ASSOCIATION, AS
 TRUSTEE FOR THE HOLDERS OF THE
 13 CSFB MORTGAGE SECURITIES CORP.,
 ADJUSTABLE RATE MORTGAGE TRUST
 14 2005-8, ADJUSTABLE RATE MORTGAGE-
 BACKED PASS-THROUGH CERTIFICATES,
 15 SERIES 2005-8,

Case No.: 2:15-cv-01463-RCJ-GWF

STIPULATED PROTECTIVE ORDER

16 **Plaintiff,**

vs.

17 COUNTRYSIDE HOMEOWNERS
 18 ASSOCIATION; K K REAL ESTATE
 INVESTMENT FUND, LLC; DOE
 19 INDIVIDUALS I-X, inclusive, and ROE
 CORPORATIONS I-X, inclusive,

20 **Defendants.**

21 K K REAL ESTATE INVESTMENT FUND,
 22 LLC

Counter-Claimant,

23 vs.

24 U.S. BANK, NATIONAL ASSOCIATION, AS
 25 TRUSTEE FOR THE HOLDERS OF THE
 CSFB MORTGAGE SECURITIES CORP.,
 26 ADJUSTABLE RATE MORTGAGE TRUST
 2005-8, ADJUSTABLE RATE MORTGAGE-
 27 BACKED PASS-THROUGH CERTIFICATES,
 SERIES 2005-8

28 **Counter-Defendant.**

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1 Plaintiff and counter-defendant U.S. Bank National Association, as Trustee for the Holders of
2 the CSFB Mortgage Securities Corp., Adjustable Rate Mortgage Trust 2005-8, Adjustable Rate
3 Mortgage-Backed Pass-Through Certificates, Series 2005-8, defendant Countryside Homeowners
4 Association and, defendant and counter-claimant KK Real Estate Investment Fund, LLC, and Trust
5 stipulate to the following Protective Order:

6 To expedite the flow of discovery, facilitate the prompt resolution of disputes over
7 confidentiality, adequately protect material claimed to be confidential, and ensure protection is
8 afforded only to material so designated, it is, pursuant to the Court's authority under Rule 26(c),
9 **ORDERED** this Protective Order shall govern the disclosure, handling and disposition of documents
10 in this litigation as follows:

11 1. **Application.**

12 1.1 This Protective Order shall govern any document, information or other material that is
13 designated as containing "Confidential Information" as defined herein, and is produced in connection
14 with this litigation by any person or entity (the "producing party"), whether in response to a discovery
15 request, subpoena or otherwise, to any other person or entity (the "receiving party") regardless of
16 whether the person or entity producing or receiving such information is a party to this litigation.

17 2. **Definitions.**

18 2.1 Confidential Information. "Confidential Information" shall mean and include, without
19 limitation, any non-public information that concerns or relates to the following areas: confidential
20 proprietary information, trade secrets, practices and procedures, personal financial information,
21 commercial, financial, pricing, budgeting, and/or accounting information, information about existing
22 and potential customers, marketing studies, performance projections, business strategies, decisions
23 and/or negotiations, personnel compensation, evaluations and other employment information, and
24 confidential proprietary information about affiliates, parents, subsidiaries and third-parties with whom
25 the parties to this action have or have had business relationships.

26 2.2 Documents. As used herein, the term "documents" includes all writings, records, files,
27 drawings, graphs, charts, photographs, e-mails, video tapes, audio tapes, compact discs, electronic
28 messages, other data compilations from which information can be obtained and other tangible things

1 subject to production under the Federal Rules of Civil Procedure.

2 3. **Initial Designation.**

3 3.1 Good Faith Claims. Claims of confidentiality will be made with respect to documents,
4 other tangible things and information that the asserting party has a good faith belief are within the
5 definition set forth in subparagraph 2.1 of this Protective Order. Objections to such claims made
6 pursuant to paragraph 5, below shall also be made only in good faith.

7 3.2 Produced Documents. A party producing documents that it believes constitute or
8 contain Confidential Information shall state that the material is being produced under this Protective
9 Order by describing the documents or materials to be treated as confidential in writing, by page or
10 bates number wherever possible and/or shall produce copies bearing a label that contains or includes
11 language substantially identical to the following:

12 **CONFIDENTIAL**

13 This label shall be affixed in a manner that does not obliterate or obscure the contents of the
14 copies. If any person or party makes copies of documents designated as containing Confidential
15 Information, the copying person or party shall mark each such copy as containing Confidential
16 Information in the same form as the Confidentiality notice on the original document.

17 A party producing documents that are stored on electronic, magnetic, optical or other non-
18 paper media, such as compact discs, DVD's, video tapes and audio tapes (collectively, "data storage
19 devices") shall designate the data storage device as containing Confidential Information, by affixing a
20 label or stamp to the data storage device in the manner described above at the time copies of such data
21 storage devices are produced. If the receiving party or other persons or entities to whom disclosure is
22 authorized pursuant to subparagraph 7.1 make a copy of any data storage device designated by the
23 producing party as containing Confidential Information, the receiving party or other authorized person
24 shall mark each such copy as containing Confidential Information in the same form as the
25 confidentiality notice on the original data storage device produced. If the receiving party or other
26 authorized person prints out or otherwise makes copies of the documents or information stored on such
27 data storage device, the receiving party or other authorized person shall mark each page so copied with
28 the label or stamp specified in subparagraph 3.2.

1 3.3 Interrogatory Answers. If a party answering an interrogatory or other discovery demand
2 believes that its answer contains Confidential Information, it shall state so in the interrogatory
3 response, and that portion of the response will be entitled to the protections of this order.

4 3.4 Inspection of Documents. In the event a party elects to produce files and records for
5 inspection and the requesting party elects to inspect them, no designation of Confidential Information
6 needs to be made in advance of the inspection. For purposes of such inspection, all material produced
7 shall be considered as Confidential Information. If the inspecting party selects specified documents to
8 be copied, the producing party shall designate Confidential Information in accordance with
9 subparagraph 3.2 at the time the copies are produced.

10 3.5 Deposition Transcripts. The party asserting confidentiality shall state on the record the
11 portions it deems confidential. The failure to designate testimony on the record as confidential shall
12 be a waiver unless the designating party notifies all other parties and files a motion to designate the
13 testimony as confidential within 5 days of the notification.

14 3.6 Inadvertent Failure to Designate. Inadvertent failure to identify documents or things as
15 "Confidential" pursuant to this Protective Order shall not constitute a waiver of any otherwise valid
16 claim for protection, provided that the provisions of this paragraph are satisfied. If the designating
17 party discovers that information should have but was not designated "Confidential" or if the
18 designating party receives notice that would enable the designated party to learn that it has disclosed
19 such information, the designating party must immediately notify all other parties. In such event, within
20 thirty (30) days of notifying all other parties, the designating parties must also provide copies of the
21 "Confidential" information designated in accordance with this Protective Order. After receipt of such
22 re-designated information, the "Confidential" information shall be treated as required by this
23 Protective Order, and the receiving party(ies) shall promptly, and in no event more than fourteen (14)
24 calendar days from the receipt of the re-designated information, return to the designated party all
25 previously produced copies of the same unlegended documents or things. The designating party and
26 the parties may agree to alternative means. The receiving party(ies) shall receive no liability, under
27 this Protective Order or otherwise, for any disclosure of information contained in unlegended
28 documents or things occurring before the receiving party was placed on notice of the designating

1 party's claims of confidentiality.

2 4. **Designations by Another Party.**

3 4.1 Notification of Designation. If a party other than the producing party believes that a
4 producing party has produced a document that contains or constitutes Confidential Information of the
5 non-producing party, the non-producing party may designate the document as Confidential
6 Information by so notifying all parties in writing within fourteen (14) days of service of the document.

7 4.2 Return of Documents, Non-disclosure. Whenever a party other than the producing party
8 designates a document produced by a producing party as Confidential Information in accordance with
9 subparagraph 4.1, each party receiving the document shall either add the Confidential Information
10 designation in accordance with subparagraph 3.2 or substitute a copy of the document bearing such
11 designation for each copy of the document produced by the producing party. Each party shall destroy
12 all undesignated copies of the document or return those copies to the producing party, at the direction
13 of the producing party. No party shall disclose a produced document to any person, other than the
14 persons authorized to receive Confidential Information under subparagraph 7.1, until after the
15 expiration of the fourteen (14) day designation period specified in subparagraph 4.1. If during the
16 fourteen (14) day designation period a party discloses a produced document to a person authorized to
17 receive Confidential Information under subparagraph 7.1, and that document is subsequently
18 designated as Confidential Information in accordance with subparagraph 4.1, the disclosing party shall
19 cause all copies of the document to be destroyed or returned to the producing party, at the direction of
20 the producing party. The party may thereafter disclose a copy of the document that has been marked
21 as Confidential Information by the designating party, in accordance with subparagraphs 3.2 and 7.1.

22 5. **Objections to Designations.** Any party objecting to a designation of Confidential
23 Information, including objections to portions of designations of multi-page documents, shall notify the
24 designating party and all other parties of the objection in writing forty-five (45) days before trial of
25 the matter. This notice must specifically identify each document that the objecting party in good faith
26 believes should not be designated as Confidential Information and provide a brief statement of the
27 grounds for such belief. In accordance with the Federal Rules of Civil Procedure governing discovery
28 disputes, the objecting and the designating parties thereafter shall confer within ten (10) days after the

1 date of such objection in an attempt to resolve their differences. If the parties are unable to resolve
2 their differences, the designating party shall have fourteen (14) days after the conference concludes to
3 file with the Court a motion to deem the information as Confidential Information. Where a party
4 authored, created, owns, or controls a document, information or other material that another party
5 designates as Confidential Information, the party that authored, created, owns, or controls the
6 Confidential Information may so inform the objecting party and thereafter shall also be considered a
7 designating party for purposes for this paragraph.

8 All documents, information and other materials initially designated as Confidential
9 Information shall be treated as such in accordance with this Protective Order unless and until the Court
10 rules otherwise, except for deposition transcripts and exhibits initially considered as containing
11 Confidential Information under subparagraph 3.5, which will lose their confidential status after
12 fourteen (14) days unless so designated as Confidential Information. If the Court rules that a
13 designation should be maintained as to a particular document, the producing party shall, upon written
14 request by a party, provide that party a copy of that document without the designation described in
15 subparagraph 3.2.

16 The objecting party shall bear the burden of proof to establish the information or document is
17 not entitled to the Confidential Information designation.

18 If a designating party elects not to make such a motion with respect to documents within
19 fourteen (14) days after the conference, information or other materials to which an objection has been
20 made, the Confidential Information designated shall be deemed withdrawn. The objecting party shall
21 have fourteen (14) days to respond to the objecting party's motion. If no response is filed by the
22 objecting party within fourteen (14) days, the objecting party shall be deemed to have consented to the
23 designating party's motion.

24 6. **Custody.** All Confidential Information and any and all copies, extracts and summaries
25 thereof, including memoranda relating thereto, shall be retained by the receiving party in the custody
26 of counsel of record, or by persons to whom disclosure is authorized under subparagraph 7.1.

27 7. **Handling Prior to Trial.**

28 7.1 Authorized Disclosures. Confidential Information shall be disclosed by the receiving

1 party only to the following persons:

2 a. Counsel for the parties in this litigation, including their associates, clerks, paralegals,
3 and secretarial personnel;

4 b. Qualified persons taking testimony in this litigation involving such Confidential
5 Information, and necessary stenographic, videotape and clerical personnel;

6 c. Experts and their staff who are retained by counsel as expert witnesses for a party in
7 this litigation;

8 d. Experts and their staff who are consulted by counsel for a party in this litigation;

9 e. Parties to this litigation, limited to the named party and, if that party is a corporate
10 entity, a limited number of employees of the corporate entity and its insurers;

11 f. Designated in-house counsel and a limited number of assistants, administrative or
12 otherwise;

13 g. Outside vendors employed by counsel for copying, scanning and general handling of
14 documents;

15 h. Any person of whom testimony is taken regarding the Confidential Information, except
16 that such person may only be shown Confidential Information during his/her testimony, and may not
17 retain a copy of such Confidential Information; and

18 i. This Court and this Court's staff, subject to the Court's processes for filing materials
19 under seal.

20 Such disclosures are authorized only to the extent necessary to investigate, prosecute, or defend
21 the litigation.

22 Confidential Information may not be disclosed to persons under subparagraphs (c) or (d) until
23 the receiving party has obtained a written acknowledgment from the person receiving Confidential
24 Information, in the form of the Declaration attached hereto as Exhibit A, that he or she has received a
25 copy of this Protective Order and has agreed to be bound by it. A party who discloses Confidential
26 Information in accordance with subparagraph 7.1 shall retain the written acknowledgment from each
27 person receiving Confidential Information, shall maintain a list of all persons to whom a receiving
28 party has disclosed Confidential Information and identify what documents have been disclosed, and

1 shall furnish the written acknowledgments and disclosure list to opposing counsel as follows: (i) for a
2 person under subparagraph (c), within thirty (30) days after the person signs the Declaration, and (ii)
3 for a person under subparagraph (d), within thirty (30) days after the matter is finally concluded.
4 Disclosure of Confidential Information to this Court including judicial staff, shall be made in
5 accordance with subparagraph 7.4 of this Protective Order.

6 7.2 Unauthorized Disclosures. All persons receiving Confidential Information under the
7 terms of this Protective Order are under the jurisdiction of the state courts and U.S. federal courts
8 located in Nevada for all matters arising from the improper disclosure or use of such information. If
9 Confidential Information is disclosed to any person other than in the manner authorized by this
10 Protective Order, the party or person responsible for the disclosure, and any other party or person who
11 is subject to this Protective Order and learns of such disclosure, shall immediately bring such
12 disclosure to the attention of the designating party. Without prejudice to other rights and remedies of
13 the designating party, the responsible party or person shall make every effort to obtain and return the
14 Confidential Information and to prevent further disclosure on its own part or on the part of the person
15 who was the unauthorized recipient of such information.

16 7.3 Court Filings. In the event any Confidential Information must be filed with the Court
17 prior to trial, the proposed filing shall be accompanied by a motion to file the Confidential Information
18 under seal that complies with Local Rule 10-5(b) and proposed order, and the application and proposed
19 order shall be directed to the judge to whom the Confidential Information is directed. This provision
20 is applicable to briefs, memoranda, and other filings which quote, summarize, or describe Confidential
21 Information.

22 8. **Care in Storage.** Any person in possession of Confidential Information produced by
23 another party shall exercise reasonable and appropriate care with regard to the storage, custody,
24 copying, and use of such information to ensure that the confidential and sensitive nature of same is
25 maintained.

26 9. **Handling During Trial.** Confidential Information that is subject to this Order may be
27 marked and used as trial exhibits by either party, subject to terms and conditions as imposed by the
28 Court upon application by any party.

1 10. **No Implied Waivers.** This Protective Order shall not be interpreted as a waiver of the
2 right to object, under applicable law, to the furnishing of information in response to discovery requests
3 or to object to a requested inspection of documents or facilities. Parties producing Confidential
4 Information in this litigation are doing so only pursuant to the terms of this Protective Order. The
5 taking of any action in accordance with the provisions of this Protective Order shall not be interpreted
6 as a waiver of any claim or position or defense in this action, or any other actions.

7 11. **No Admission.** The designation of any item as Confidential Information shall not be
8 construed as an admission that such material, or any testimony concerning such material, would be
9 admissible in evidence in this litigation or in any other proceeding.

10 12. **Inadvertent Disclosure.** Nothing in this Protective Order abridges applicable law
11 concerning inadvertent disclosure of a document that the Disclosing Party believes contains attorney-
12 client communications, attorney work product or otherwise privileged information. If a party
13 inadvertently discloses documents or information subject to a claim of privilege or work product
14 protection under applicable law. Upon discovery by the Receiving Party, or receipt of written notice
15 from the Disclosing Party identifying privileged or protected Documents that were inadvertently
16 produced, the receiving party shall within seven (7) business days either: (a) return or certify the
17 destruction of all such documents, all copies, and any work product or portions of any work-product
18 containing or reflecting the contents of the subject materials, or (b) after attempting to resolve any
19 dispute with opposing counsel informally, file a motion to challenge the assertion of privilege and
20 tender the subject documents for *in camera* review with the motion. The moving party shall do nothing
21 to compromise the privilege claim until the Court rules on said motion and the opportunity for
22 appellate review is exhausted or the issue is otherwise resolved.

23 13. **Parties' Own Documents.** This Protective Order shall in no way restrict the parties in
24 their use of their own documents and information, and nothing in this Protective Order shall preclude
25 any party from voluntarily disclosing its own documents or information to any party or nonparty.

26 14. **Motion by Third Party to Compel Production of Confidential Information.** If any
27 third party subpoenas Confidential Information from a party to this action or moves to compel a party
28 to this action to produce any such information, such party shall immediately notify the parties who

1 originally produced and/or designated such information that a subpoena has been served or a motion
2 has been made in order to allow the parties who originally produced and/or designated such
3 information the opportunity to seek a protective order or oppose the motion or application. If, within
4 thirty (30) days after receiving notice of a subpoena seeking Confidential Information from a receiving
5 party, the party who originally produced and/or designated such information fails to move for a
6 protective order, the party subject to the subpoena may produce said information. In addition, if a party
7 is ordered to produce Confidential Information covered by this Protective Order, then notice and, if
8 available, a copy of the order compelling disclosure shall immediately be given the parties who
9 originally produced and/or designated such information. Nothing in this Protective Order shall be
10 construed as requiring the party who is ordered to produce such Confidential Information to challenge
11 or appeal any order requiring the production of such information or to subject himself/herself to any
12 penalty for non-compliance with any legal process or seek any relief from the Court.

13 15. **No Effect on Other Rights.** This Protective Order shall in no way abrogate or diminish
14 any pre-existing contractual, statutory, or other legal obligations or rights of any party with respect to
15 Confidential Information.

16 16. **Modification.** In the event any party hereto seeks a Court order to modify the terms
17 of this Protective Order, or seeks a protective order which incorporates the terms and conditions of
18 this Protective Order said party shall make such request by written stipulation or noticed motion to all
19 parties that must be served and filed in accordance with local court rules.

20 17. **Handling Upon Conclusion of Litigation.** All parties, counsel, and person to whom
21 disclosure was made agree to return all Confidential Information to the designating party within thirty
22 (30) days of the conclusion of litigation between the parties, including final appellate action or the
23 expiration of time to appeal or seek further review. In addition, counsel shall certify in writing that all
24 such Confidential Information have been returned. Counsel for each party also shall contact each
25 person to whom that party has provided a copy of any Confidential Information and request the
26 documents be returned. In lieu of returning Confidential Information, the person or party in possession
27 of such information may elect to destroy it. If the person or party in possession of Confidential
28 Information elects to destroy it rather than return it, that person or party must notify the designating

1 party in writing of the destruction of the information within ninety (90) days of the conclusion of
2 litigation between the parties, including final appellate action or the expiration of time to appeal or
3 seek further review.

4 18. **Survival of the Terms of this Protective Order.** Even after the termination of this
5 litigation, the confidentiality obligations imposed by this Protective Order shall remain in effect until
6 a Designating Party otherwise in writing or a court order otherwise directs.

7 DATED June 19, 2019.

8 **AKERMAN LLP**

LIPSON NEILSON P.C.

9 */s/ Scott Lachman*

/s/ David Ochoa

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19 *Rate Mortgage Loan Trust 2005-8, Adjustable*

Homeowners Association

20 *Rate Mortgage-Backed Pass-Through*

21 *Certificates, Series 2005-8*

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KK Real Estate Investment Fund, LLC

ORDER

IT IS SO ORDERED.

George Foley Jr.

UNITED STATES MAGISTRATE JUDGE

DATED: June 20, 2019

EXHIBIT A**ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND**

I, _____, and read in its entirety and understand the Protective Order issued by the United States District Court, for the District of Nevada, on _____, 2019, in the case of *U.S. Bank, National Association, as Trustee for the Holders of the CSFB Mortgage Securities Corp., Adjustable Rate Mortgage Trust 2005-8, Adjustable Rate Mortgage-Backed Pass-Through Certificates Series 2005-8 v. Countryside Homeowners Association, et al*, Case No. 2:15-cv-01463-RCJ-GWF. I agree to comply with and be bound by all terms of this 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 Protective Order to any person or entity except in strict compliance with this Protective Order. Further, I solemnly promise that I will not offer to sell, advertise or publicize that I have obtained any protected material subject to this Protective Order.

At the conclusion of this matter, I will return all protected materials which came into my possession or control to counsel for the party from whom I received the protected material, or I will destroy those materials. I understand that any confidential information contained within any summaries of protected material shall remain protected pursuant to the terms of this Order.

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

I certify under penalty of perjury that the foregoing is true and correct.

Date: _____

City and State where signed: _____

Printed Name: _____

Address: _____

Signature: _____