

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF FLORIDA  
FORT LAUDERDALE DIVISION  
www.flsb.uscourts.gov

CASE NO.: 09-34791-RBR  
Chapter 11

IN RE:

ROTHSTEIN ROSENFELDT ADLER, P.A.,

Debtor.

\_\_\_\_\_ /

**AGREED *EX PARTE* MOTION FOR ENTRY OF STIPULATED  
PROTECTIVE ORDER AND CONFIDENTIALITY ORDER BY  
AND BETWEEN TRUSTEE AND JEFFREY EPSTEIN  
(Expedited Relief Requested)**

Herbert Stettin, the Chapter 11 Trustee (“Trustee”) of the Debtor, Rothstein Rosenfeldt Adler, P.A. (“RRA”), and Plaintiff, Jeffrey Epstein (“Epstein”), Plaintiff in action, *Jeffrey Epstein v. Scott Rothstein and Bradley Edwards*, Circuit Court of the Fifteenth Judicial Circuit, Palm Beach County, Florida, Case No. 502009CA040800XXXXMB, by and through undersigned counsel, do hereby file this Stipulated Protective Order (“SPO”) and Agreed Confidentiality Order (“ACO”) by and between the Trustee and Epstein, attached hereto as Exhibits “A” & “B”, and in support thereof state:

1. Pursuant to this Court’s Order Granting Trustee’s Motion Seeking a Protective Order and Approving Proposed Document Production Protocol (“Order”) [D.E. #672] and Order Granting Trustee’s Motion to Modify Document Production Protocol (“Modified Order”) [D.E. #1989], the Trustee and Epstein jointly move for the entry of the SPO and ACO attached hereto as Exhibits “A” & “B”.

2. The Trustee and Epstein request that the SPO and ACO be entered without a hearing as the relief requested herein is in compliance with the Court's Order and Modified Order.

3. The Trustee and Epstein are requesting expedited relief so that Epstein can quickly begin the process of reviewing and analyzing any responsive documents.

**WHEREFORE**, the Trustee and Epstein jointly move for the entry of the Stipulated Protective Order and Agreed Confidentiality Order by and Between Trustee and Epstein attached hereto as Exhibits "A" & "B", and for any and all other relief this Court deems just and equitable.

Dated: May 17, 2012.

Respectfully submitted:

s/ Joseph L. Ackerman, Jr.  
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s/ Charles H. Lichtman  
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Fax: (954) 523-2872

### **CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that a true copy of the foregoing has been furnished via the Court's CM/ECF electronic noticing system to all electronic filing participants with respect to this proceeding, this 17th day May, 2012. I also certify that the foregoing document is being served this 2nd day of April, 2012 by U.S. mail to all parties listed on the mail service list below, and who are not registered to receive Notice of Electronic Filing in this case.

By: s/ Charles H. Lichtman

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**SERVED VIA ECF NOTICE**

**SERVED VIA U.S. MAIL**

**Exhibit A**

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF FLORIDA  
FORT LAUDERDALE DIVISION  
www.flsb.uscourts.gov

In re:

ROTHSTEIN ROSENFELDT ADLER, P.A.,

Case No. 09-34791-BKC-RBR  
Chapter 11

Debtor.

\_\_\_\_\_ /

**STIPULATED PROTECTIVE ORDER BY AND BETWEEN  
TRUSTEE AND JEFFREY EPSTEIN**

Plaintiff, Herbert Stettin, the Chapter 11 Trustee (“Trustee”) of Rothstein Rosenfeld Adler, P.A. (“RRA” or “Debtor”), and Plaintiff, Jeffrey Epstein (“Epstein”), Plaintiff in action, *Jeffrey Epstein v. Scott Rothstein and Bradley Edwards*, Circuit Court of the Fifteenth Judicial Circuit, Palm Beach County, Florida, Case No. 502009CA040800XXXXMB , by and through their undersigned counsel, and pursuant to this Court’s Order Granting Trustee’s Motion Seeking a Protective Order and Approving Proposed Document Production Protocol (D.E. 672) and Order Granting Trustee’s Motion to Modify Document Production Protocol (D.E. 1989 ), hereby agree to and request Court approval of the following stipulation:

It is expected that, to facilitate the sharing of RRA documents and electronically stored information (“ESI”), Epstein will submit search criteria, including names of targeted custodians,

search terms, date ranges, to/from, subject line contents, or other criteria to the Trustee to utilize in identifying ESI potentially responsive to the search terms provided by Epstein . It is further anticipated that the Trustee's counsel and Epstein will agree upon certain such search criteria prior to the Trustee's counsel performing searches of ESI. Both Parties seek the protection of the Court to ensure that they may share such information while preserving all applicable privileges, including those pertaining to RRA's former clients. It is therefore

**ORDERED** as follows:

1. Should any information, including documents and ESI, provided to Epstein in accordance with this Stipulation contain information protected by the attorney/client privilege or work-product doctrine, the production of such information shall be deemed inadvertent and the privilege or protection regarding such material shall not be deemed waived by such disclosure in this or any other action in any other Federal or State proceeding, pursuant to Federal Rule of Evidence 502(d),(e) and Federal Rule of Civil Procedure 26(b)(5)(B), regardless of state decisional law. Epstein shall immediately return any documents, ESI or other RRA information produced by the Trustee that is, or appears that it may be protected by attorney/client privilege including any privileges pertaining to RRA's former clients.

2. Neither Epstein nor their counsel shall publish, disseminate, or make public any documents or ESI, or the contents thereof, provided by the Trustee pursuant to this Stipulation without first submitting the documents or ESI to be used to the Trustee or his counsel for authorization, unless Epstein or his counsel obtained the identical information from another non-privileged source. The Trustee shall examine any documents or ESI to be used by Epstein for privilege or protection before authorizing its use by Epstein, which authorization shall not be withheld unreasonably. Epstein shall promptly return any documents or ESI identified by the

Trustee as containing privileged material. Epstein must receive written authorization from the Trustee prior to any publication, dissemination, or use of any documents or ESI received from the Trustee pursuant to this Stipulation which would make those documents or ESI public. If the parties, after their best good faith efforts to resolve any disputes, disagree as to the privilege nature of any documents or ESI produced according to this Stipulation, Epstein shall have the right to bring the matter before the Court for resolution.

3. Neither the Trustee nor his counsel shall publish, disseminate, or make public the list of search criteria submitted by Epstein or his counsel, nor a list of the documents or ESI supplied to Epstein or their counsel unless ordered to do so by a court of competent jurisdiction.

4. If the Trustee or any third party identifies that privileged documents or ESI have been produced to Epstein, and Epstein fails to promptly return such information, or if any unauthorized publication, dissemination or any other prohibited use of information provided by the Trustee to Epstein occurs in violation of this Stipulated Protective Order, the Trustee may move for injunctive relief on an emergency and/or expedited basis, including the application for an *ex parte* order enjoining possession, publication or other use of any documents or ESI provided by the Trustee to Epstein.

5. This protective order is not intended to nor does it apply to any person or party not explicitly named herein.

# # #

Submitted by:  
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Attorneys for Chapter 11 Trustee, Herbert Stettin  
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Copy furnished to:

Charles H. Lichtman, Esq.

*(Attorney Lichtman is directed to serve this Order to all parties of interest and to file a Certificate of Service.)*

**Exhibit B**

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF FLORIDA  
FORT LAUDERDALE DIVISION  
www.flsb.uscourts.gov

In re: CASE NO.: 09-34791-BKC-RBR  
ROTHSTEIN ROSENFELDT ADLER, P.A., CHAPTER 11  
Debtor.

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**AGREED CONFIDENTIALITY ORDER BY AND BETWEEN  
TRUSTEE AND JEFFREY EPSTEIN**

**THIS MATTER** came before the Court without hearing upon the Agreed *Ex Parte* Motion for Entry of a Stipulated Protective and Confidentiality Order by and Between Trustee and Jeffrey Epstein [D.E. \_\_] (the “Motion”). Upon consideration of the Motion, the agreement of the parties, good cause appearing and the Court being otherwise fully advised in the premises, IT IS

**ORDERED** as follows:

1. The Motion is **GRANTED**.

2. This Confidentiality Order governs the treatment of all documents and other written, recorded, computerized, electronic or graphic matters, copies, excerpts or summaries of documents (“Discovery Material”) produced by any party or non-party in the Proceeding.

3. Any party or non-party that produces Discovery Material in this Proceeding may designate as “Confidential” any Discovery Material that it believes in good faith contains confidential and/or proprietary information. All Discovery Material so designated shall be referred to in this Confidentiality Order as “Confidential Discovery Material” and shall be handled in strict accordance with the terms of this Confidentiality Order.

4. To designate Discovery Material as “Confidential,” the party shall mark the document as “CONFIDENTIAL” on the face of the document and on each page or portion thereof so designated or, in the case of electronically-stored or computer-stored documents (*e.g.*, pdf documents or documents stored on CDs, DVDs or other media), identify the document by document number, file number or in any other manner that will enable the ready identification of the subject document.

5. Absent further agreement of the parties, or an order of this Court, all Confidential Discovery Material and its contents shall be used only for this Proceeding (including mediation, arbitration, trial, and appeals) (collectively, the “Pending Actions”), and such Confidential Discovery Material shall not be voluntarily disclosed or produced to any person, entity or party other than the following: (A) the parties or officers or employees or other authorized agent(s) of any party to the Pending Actions, (B) the attorneys, their staff members, and any third-party contractors, including employees and agents thereof involved solely in one or more aspects of organizing, filing, copying, coding, converting, sorting, or otherwise duplicating documents,

retrieving data or designing programs for handling data in connection with the Pending Actions, including the performance of such duties in relation to a computerized litigation support system provided that such persons, (C) independent experts, consultants, and advisors employed or retained by counsel for the parties solely for the purpose of litigation of the Pending Actions, including but not limited to proposed expert witnesses, with whom counsel for any of the parties deems it necessary to consult concerning investigative, technical, financial or other aspects of the Pending Actions, (D) testifying witnesses in any of the Pending Actions, and (E) this Court, including its clerks, reporters and staff.

6. Should any person to whom this Confidentiality Order applies wish to disclose any Confidential Discovery Material to any person, entity or party or use any such confidential or proprietary information for any purpose other than as authorized herein, such person, through counsel, shall advise counsel for all other parties of the requested disclosure or use. If any party does not agree to the requested disclosure or use, the person requesting disclosure may file a motion in this Court seeking Court approval of the proposed disclosure or use, and, upon notice and a hearing, the Court shall determine the confidentiality of the Confidential Discovery Material at issue and determine whether good cause exists to permit the disclosure or use of such Confidential Discovery Material other than as provided herein.

7. If any Confidential Discovery Material is to be disclosed in any brief, exhibit, discovery request, or response or other court paper served on any party or non-party, such brief, exhibit, discovery request, or response or other court paper shall be filed under seal, unless otherwise agreed between the parties in writing or ordered by the Court after notice and a hearing, prior to the filing of such Confidential Discovery Material with the Court. Furthermore, in the event a party seeks to use any Confidential Discovery Material in any hearing or at the trial

of this action, the parties agree to seek relief from these confidentiality provisions or to advise the Court to take whatever measures may be reasonably necessary to maintain the confidentiality of said Confidential Discovery Material.

8. The inadvertent failure to mark any Discovery Material, or a portion thereof, with the “Confidential” designation in no way alters or waives the protected and confidential nature of the Discovery Material otherwise deserving of such a designation and does not remove it from the scope of this Confidentiality Order, provided that the party designating such a Discovery Material as “Confidential” gives such notice in writing within thirty days after becoming aware that the Discovery Material was not properly designated. Such written notice shall identify with specificity the Discovery Material that the party is then designating to be “Confidential” and the designating party shall promptly provide a replacement copy of such material with the appropriate designation thereupon. Treatment of inadvertently produced Confidential Discovery Material in a manner inconsistent with this Confidentiality Order prior to notice of such inadvertent production is not a breach of this Confidentiality Order.

9. Except as otherwise agreed in writing by the parties, within 45 days after the expiration of the resolution or final judgment of this Proceeding, all Confidential Discovery Material and all copies thereof (including, without limitation, copies provided to testifying or consulting experts) shall, at the possessing party’s choice, be returned to the party producing such Confidential Discovery Materials, or the party’s counsel shall certify to the party producing such Confidential Discovery Materials that all such materials have been destroyed, except that counsel for each party subject to this Confidentiality Order may retain one complete and unredacted set of pleadings and papers filed in this Proceeding or served upon the other party to this Proceeding solely for reference. This Confidentiality Order shall survive the final

termination of this Proceeding with respect to any such Confidential Discovery Material.

10. Pursuant to the Rules of Court, the parties agree to the disposal by the Clerk of any Confidential Discovery Material filed under seal by destroying such documents six months after the closing of this case.

# # #

Submitted by:

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Copy furnished to:

Charles H. Lichtman, Esq.  
*(Attorney Lichtman is directed to serve this Order to all parties of interest and to file a Certificate of Service.)*

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