



ORDERED in the Southern District of Florida on June 21, 2018.

A handwritten signature in black ink that reads "Mindy A. Mora".

Mindy A. Mora, Judge
United States Bankruptcy Court

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION

In re:

AA FLORIDA BRIDAL RETAIL COMPANY,
LLC, et al.,

Debtors,

Case No. 17-18864-MAM

Chapter 7
(Jointly Administered)

**STIPULATED PROTECTIVE ORDER GOVERNING ANY
DOCUMENT, ELECTRONICALLY STORED
INFORMATION, OR OTHER INFORMATION PRODUCED BY
CZECH ASSET MANAGEMENT, L.P., FSJC V, LLC AND FSJC OCFV V, LLC**

Non-parties Czech Asset Management, L.P. ("CAM"), FSJC V, LLC ("FSJC V"), and FSJC OCFV V, LLC ("FSJC") and Margaret J. Smith, Chapter 7 Trustee of the bankruptcy estates of AA Florida Bridal Retail Company, LLC ("Alfred Angelo") and the Debtors¹ (the "Trustee" and, together with CAM, FSJC V, and FSJC the

¹ The Debtors are: Alfred Angelo – The Bride’s Studio No. 3, Inc. – EIN No. 2083 (Case No. 17-18871); AA Bridal, LLC – EIN No. 5860 (Case No. 17-18877); AA Bridal Northeast, LLC – EIN No. 9005 (Case No. 17-18874); AA Bridal Midwest, LLC – EIN No. 8939 (Case No. 17-18873); AA Bridal

“Signatories,” and each individually a “Signatory”),² through their respective undersigned counsel, hereby stipulate and agree to be bound by the terms of the following Stipulated Protective Order (the “Protective Order”) in order to facilitate the production by CAM, FSJC V, and FSJC of documents, electronically stored information (“ESI”), or other material or information in response to any subpoenas, orders, or other requests for documents, information, or examinations in connection with the above-captioned Chapter 7 case (“Subpoena”), and submit this Protective Order for the Court’s approval.

NOW, THEREFORE, IT IS HEREBY STIPULATED, AGREED, AND UPON COURT APPROVAL HEREOF, IT IS ORDERED THAT this Protective Order shall govern the production of documents, ESI, or other information by CAM, FSJC V, or FSJC pursuant to any Subpoena, and the contents or substance of any such documents, ESI, or other information, including documents produced prior to entry of the order (“Discovery Material”), as follows:

1. The Trustee and her counsel shall not directly or indirectly disclose any Protected Discovery Material (as that term is defined in Paragraph 3, below) to any other person except as expressly permitted hereunder, and shall not use any Discovery Material for any purpose other than with respect to the Trustee’s Rule 2004 Examination or

Nebraska, LLC – EIN No. 0899 (Case No. 17-18883); Alfred Angelo Newco, Inc. – EIN No. 4583 (Case No. 17-18900); Alfred Angelo Investment China I (Case No. 17-18887); Alfred Angelo Investment China III (Case No. 17-18888); Alfred Angelo Investment Company, Limited (Hong Kong) (Case No. 17-18898); BridesMart, LP – EIN No. 6054 (Case No. 17-18879); DJ Fashions, LLC - EIN No. 0070 (Case No. 17-18882); Hacienda Brides – EIN No. 1758 (Case No. 17-18881); and Zhuhai Haiping Wedding DRESS Design LTD (Case No. 17-18896).

² For the avoidance of doubt, Alfred Angelo and the other Debtors set forth in Footnote 1 are not signatories to this agreement. As such, Discovery Material shall not be disclosed to these entities pursuant to this Protective Order.

deposition of CAM, FSJC V, FSJC, or any other deponent or examinee, the Trustee's investigation and/or prosecution of claims against CAM, FSJC V, FSJC, and other parties, and the Trustee's role in overseeing and administering the Debtors' bankruptcy proceeding.

2. If CAM, FSJC V, or FSJC determines in good faith that any Discovery Material contains or discloses non-public information of a commercially, financially, or personally sensitive nature or that would pose a material risk of competitive harm to CAM, FSJC V, or FSJC; or applicable law, court order, regulation, or contract requires CAM, FSJC V, or FSJC to maintain the confidentiality of the applicable Discovery Materials, then CAM, FSJC V, or FSJC may designate specifically identified Discovery Material (the "Confidential Discovery Material") as "CONFIDENTIAL."

3. Additionally, if, upon review by their attorneys, CAM, FSJC V, or FSJC determines in good faith that Discovery Material contains proprietary non-public information that is of a highly sensitive nature, including without limitation their trade secrets, their unpublished financial data, their highly confidential business or products plans, or their highly confidential customer information, or information subject to restrictions on disclosure established under governing law, CAM, FSJC V, or FSJC may designate such Discovery Material as "HIGHLY CONFIDENTIAL" (the "Highly Confidential Discovery Material") and, together with the "Confidential Discovery Material, the "Protected Discovery Material").

4. All Protected Discovery Material shall be handled in strict accordance with the terms of this Protective Order. Copies and/or originals of Protected Discovery Material that are produced, given, or exchanged in connection with any Subpoena shall

be designated as Confidential Discovery Material or Highly Confidential Discovery Material, as applicable, by CAM, FSJC V, or FSJC by stamping or otherwise clearly marking on all pages of a document or writing containing Protected Discovery Material, “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” as appropriate. When the designation is intended to apply to only a portion of a document or writing, that portion only shall be clearly marked “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

5. Information contained or revealed in an examination or deposition, whether in a question, answer, or exhibit, taken pursuant to a Subpoena may be designated on the record as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.” Transcripts of testimony and/or exhibits so designated during the examination or deposition may, at the option of either Signatory, be appropriately marked and bound separately. A Signatory may also designate information disclosed at examinations or depositions as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” by so notifying counsel for all other Signatories, in writing, within ten (10) business days after receipt of the examination or deposition transcript. All examinations or depositions and the exhibits thereto shall be treated in their entirety as Confidential Discovery Material for a period of ten (10) business days after receipt by counsel to the deponent of the examination or deposition transcript. Nothing in this paragraph precludes an examinee or a deponent from reviewing the entirety of his or her transcript and exhibits thereto at any time.

6. The inadvertent failure by CAM, FSJC V, or FSJC to designate Discovery Material as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” in accordance with Paragraphs 2, 3, 4, and/or 5 does not constitute a waiver of such right and may be corrected by supplemental written notice at any time, with the effect that such Discovery

Material will be deemed Confidential Discovery Material or Highly Confidential Discovery Material, as applicable, from the time it is designated “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.” If the Trustee or her counsel, upon receipt of such a supplemental designation, has already disclosed the Discovery Material prior to its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL,” then the Trustee or her counsel shall exercise (i) good faith efforts to ensure that such Protected Discovery Material, and any information derived therefrom, is used only for the purposes described in this Protective Order, and (ii) good faith efforts to ensure that such Protected Discovery Material is not further disclosed by the Trustee, her counsel or agents, or anyone to whom they have disclosed the material except in accordance with the terms of this Protective Order.

7. Confidential Discovery Material shall not be disclosed directly or indirectly by the Trustee’s counsel to persons other than:

(a) Signatories, including their employees, directors, and officers, and counsel;

(b) The Trustee and the Trustee’s counsel, and regular and temporary employees, agents, and service vendors of the Trustee or her counsel (including outside copying services and outside litigation support services) for use in accordance with this Protective Order;

(c) Actual or potential independent experts or consultants engaged by a Signatory or its counsel in connection with any examination, deposition, investigation, or litigation in connection with the above-captioned Chapter 7 case, or administration of the Debtors’ bankruptcy proceeding, and the employees of

such experts or consultants (or the employees or members of any firm through which the expert or consultant is performing such work). Before Confidential Discovery Materials are disclosed to any individual under this subparagraph, the individual must sign an affidavit in the form of Exhibit A hereto;

(d) Witnesses or deponents and their counsel, during the course of, or to the extent necessary to prepare for, depositions, examinations, or testimony. The witnesses or deponents or examinees and their counsel shall be informed that this Protective Order restricts the disclosure of the Confidential Discovery Materials, that he or she may consider and/or use Confidential Discovery Materials only for purposes of preparing to testify or testifying for purposes set forth by this Protective Order and not for any other purpose, and that he or she is subject to the Bankruptcy Court's jurisdiction for purposes of enforcing this Protective Order. No individual who is shown Confidential Discovery Materials pursuant to this subparagraph shall be permitted to retain or keep copies of such materials unless permitted by some other provision of this Protective Order to do so;

(e) Any author of a document, addressee, or an actual or intended recipient of a document;

(f) Stenographers, videographers, and related personnel, engaged to transcribe and/or otherwise record examinations, depositions, or Court hearings;

(g) The Court with jurisdiction over the above-captioned Chapter 7 case and its support personnel; and/or

(h) Any other person upon order of the Court or with the written consent of CAM, FSJC V, or FSJC.

8. Highly Confidential Discovery Material shall not be disclosed directly or indirectly by the Trustee's counsel to persons other than:

(a) Signatories, including their employees, directors, officers, and counsel;

(b) The Trustee's counsel in connection with the above-captioned Chapter 7 case; regular and temporary employees, and agents; and service vendors of the Trustee or her counsel (provided Trustee's counsel have reasonable belief the service vendor(s) will maintain confidentiality of the materials) for use in accordance with this Protective Order;

(c) Actual or potential independent experts or consultants engaged by a Signatory or its counsel in connection with the any examination, deposition, investigation, or litigation in connection with the above-captioned Chapter 7 case, or administration of the Debtors' bankruptcy proceeding, and the employees of such experts or consultants (or the employees or members of any firm through which the expert or consultant is performing such work). Before Highly Confidential Discovery Materials are disclosed to any individual under this subparagraph, the individual must sign an affidavit in the form of Exhibit A hereto;

(d) Witnesses or deponents or examinees and their counsel, during the course of, or to the extent necessary to prepare for, depositions or testimony or examination. The witnesses or deponents or examinees and their counsel shall be

informed that this Protective Order restricts the disclosure of the Highly Confidential Discovery Materials, that he or she may consider and/or use Highly Confidential Discovery Materials only for purposes of preparing to testify or testifying for purposes set forth by this Protective Order and not for any other purpose, and that he or she is subject to the Bankruptcy Court's jurisdiction for purposes of enforcing this Protective Order. No individual who is shown Highly Confidential Discovery Materials pursuant to this subparagraph shall be permitted to retain or keep copies of such materials unless permitted by some other provision of this Protective Order to do so;

(e) Any author or actual recipient of a document;

(f) Stenographers, videographers, and related personnel, engaged to transcribe and/or otherwise record examinations, depositions, or Court hearings;

(g) The Court with jurisdiction over the above-captioned Chapter 7 case and its support personnel; and/or

(h) Any other person upon order of the Court or with the written consent of CAM, FSJC V, or FSJC.

9. Nothing in this Protective Order shall be construed to limit in any way CAM's, FSJC V's, or FSJC's use of its own Protected Discovery Material, nor shall it affect any subsequent waiver by CAM, FSJC V, or FSJC of its own prior designation with respect to its own Protected Discovery Material.

10. All Protected Discovery Material, and all portions of pleadings, motions, or other papers that quote, attach, or otherwise contain Protected Discovery Material, or that paraphrase information which makes Protected Discovery Material Confidential or

Highly Confidential, to be filed with the Court shall be filed under seal pursuant to Court order, in accordance with the applicable local rules, Bankruptcy Rules, and Bankruptcy Code.

11. If the Trustee objects to any designation of confidentiality then she may serve upon counsel for CAM, FSJC V, or FSJC a written notice stating the grounds of her objection. Thereafter, the Signatories must attempt to confer in good faith regarding such designations. The designation of Discovery Material as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” shall remain in full force and effect until the dispute is resolved by agreement of the Signatories or ruled upon by the Court.

12. Each person who is provided access to Protected Discovery Material pursuant to this Protective Order shall take all due precautions to prevent the unauthorized disclosure of such Protected Discovery Material.

13. This Protective Order shall survive the termination of all proceedings in connection with the Subpoenas. Upon written request, within thirty (30) days of the final disposition of such proceedings, all Protected Discovery Material and all copies thereof shall be promptly returned to CAM, FSJC V, or FSJC, or destroyed. If the Trustee chooses to destroy, rather than return, Protected Discovery Material, upon written request, the Trustee shall provide a certification of such destruction to CAM, FSJC V, and FSJC’s counsel within five (5) business days of its destruction. With regard to documents that have been received electronically and that cannot be returned or destroyed, the Trustee must take reasonable measures to delete electronically stored documents designated as Protected Discovery Material, including from e-mail and “trash” files. Upon disposing of Protected Discovery Material in a manner consistent with

the immediately preceding sentence, the Trustee shall provide a certification of such disposition to CAM, FSJC V, and FSJC's counsel within five (5) business days of its disposition. Notwithstanding any other provision of this paragraph, to the extent that the Trustee becomes aware that all proceedings in connection with the Subpoenas have terminated, she shall timely return or destroy all Protected Discovery Material and all copies thereof.

14. If the Trustee or any person specified in Paragraphs 7(a)-(h) or 8(a)-(h) is subpoenaed in another action or proceeding or served with a document demand, and such subpoena or document demand seeks Protected Discovery Material, the Trustee shall give written notice by e-mail, hand or overnight delivery promptly, and no later than five (5) business days after receipt of such subpoena or document demand, to CAM, FSJC V, or FSJC that encloses a copy of the subpoena or discovery request(s). Except as ordered otherwise by a court of competent jurisdiction, the Trustee or other person shall refrain from producing any Protected Discovery Material in response to such a subpoena or document demand until the earlier of (i) receipt of written notice from CAM, FSJC V, or FSJC that it does not object to production of the Protected Discovery Material, or (ii) resolution of any timely objection asserted by CAM, FSJC V, or FSJC either by agreement or by order of the court. In the event that Discovery Material containing Confidential Discovery Material or Highly Confidential Discovery Material is produced to a non-party, (1) the person producing the materials to the non-party should, to the extent possible, maintain the producing party's confidentiality designation, and (2) the Signatories to this Protective Order shall continue to treat such Discovery Material as

“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL,” according to its designation unless such designation is otherwise waived.

15. This Protective Order is entered, *inter alia*, pursuant to Rule 502(d) of the Federal Rules of Evidence. If CAM, FSJC V, or FSJC produces or otherwise discloses information in connection with a Subpoena that it subsequently claims to be privileged or protected by the attorney-client privilege, work product immunity, or other applicable protection (“Disclosed Privileged Information”), the disclosure of the Disclosed Privileged Information shall not constitute or be deemed a waiver or forfeiture of any claim of privilege, work product, or other applicable protection that CAM, FSJC V, and FSJC otherwise would be entitled to assert with respect to the Disclosed Privileged Information and its subject matter in connection with this proceeding or in any other federal or state proceeding.

16. CAM, FSJC V, and FSJC, no later than 30 days following the completion of their document production, shall provide the Trustee with a log pursuant to Fed. R. Civ. P. 26(b)(5) to the extent they withheld any document, communications, or tangible things based on attorney-client privilege, work product immunity, or other applicable protection. Further, CAM, FSJC V, and FSJC may assert attorney-client privilege, work product immunity, or other applicable protection with respect to Disclosed Privileged Information by providing a notice of inadvertent disclosure to the Trustee, pursuant to Fed. R. Civ. P. 26 (b)(5)(B), that identifies the basis for such assertion. The Trustee must – unless she contests the claim of attorney-client privilege, work product immunity, or other applicable protection in accordance with paragraph 17 of this Protective Order – within five (5) business days of receipt of that writing, (i) make reasonable efforts to

return or destroy all copies of the Disclosed Protected Information, and (ii) upon written request, certify it has done so.

17. If the Trustee contests the claim of attorney-client privilege, work product immunity, or other applicable protection, then the Trustee may serve upon counsel for CAM, FSJC V, or FSJC a written notice stating the grounds of the objection within 15 days of receipt of either of the writings referenced in paragraph 16. Thereafter, the Signatories must attempt to confer in good faith regarding such claims of protection. If agreement cannot be reached, the Trustee may move the Court for an order compelling disclosure of the Disclosed Privileged Information (a “Disclosure Motion”). To the extent the purportedly privileged document(s) is being filed with or quoted or otherwise contained in a Disclosure Motion, or the information that makes the document(s) purportedly privileged is being paraphrased in such a motion, the moving party must seek to file the Disclosure Motion under seal and may not assert as a ground for compelling disclosure the fact or circumstances of the disclosure, and may not disclose, rely on, or refer to any of the Disclosed Privileged Information. Pending resolution of the Disclosure Motion, the Trustee must make reasonable efforts to sequester the Disclosed Privileged Information and not use the Disclosed Privileged Information or disclose it to any person other than as required by law.

18. Disclosed Privileged Information that is sought to be reclaimed by CAM, FSJC V, or FSJC pursuant to this Protective Order shall not be used as grounds to argue that any waiver of privilege or protection has occurred by virtue of any production in this case.

19. Nothing in this Protective Order shall relieve counsel for the Trustee of any existing duty or obligation, whether established by case law, rule of court (including without limitation, the rules of professional conduct), regulation, or other source, with regard to the inadvertent production of potentially privileged documents, including to the extent applicable to return, and to not knowingly review, any privileged or work product materials.

20. Each of the Signatories hereto shall be entitled to seek modification of this Protective Order by application to the Court on notice to the other Signatory hereto.

21. A Signatory needing relief from the provisions of this Protective Order may, if agreement between or among the Signatories cannot be reached, seek appropriate relief from the Court upon notice to the other Signatory.

22. Nothing contained in this Protective Order will be construed as: (a) a waiver by CAM, FSJC V, or FSJC of their rights to object to any discovery request propounded; (b) a waiver of any privilege or protection available under the controlling law; or (c) a waiver of either Signatory's right to object to the admissibility at trial of any document, testimony, or other evidence.

23. This Court shall retain jurisdiction over all persons subject to this Protective Order to the extent necessary to enforce any obligations arising hereunder or to impose sanctions for any contempt thereof.

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IT IS HEREBY STIPULATED AND AGREED TO BY:

Dated: June 20, 2018

/s/ Dana R. Quick

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EXHIBIT A

**ACKNOWLEDGMENT AND AGREEMENT
TO BE BOUND BY PROTECTIVE ORDER**

I, _____, state:

1. My business address is _____.
2. My present employer is _____.
3. My present occupation is _____.

4. I agree to keep confidential all information and material provided to me in the above-captioned proceeding, and to be subject to the authority of the United States Courts for the Southern District of Florida in the event of any alleged violation of this agreement.

5. I have been informed of and/or read the Stipulated Protective Order Governing Any Document, Electronically Stored Information, or Other Information Produced by Czech Asset Management, L.P., FSJC V, LLC, and FSJC OCFV V, LLC executed by the parties in the above-referenced matter (the "Protective Order"), and I understand and will abide by its contents and confidentiality requirements. I will not divulge any Confidential Discovery Materials or Highly Confidential Discovery Materials (as defined in the Protective Order) to persons other than those specifically authorized by the Protective Order. I will not use any Discovery Materials in any manner not expressly allowed by the Protective Order.

6. I understand that violation of the Protective Order is punishable by contempt of court.

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

Executed on _____, 20__.

Signature

Name