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United States District Court, S.D. Florida.

IN RE Application of MTS BANK,
Pursuant to 28 U.S.C. § 1782, for Judicial Assistance in Obtaining Evidence for use in a Foreign and International Proceeding.

Case No. 17-21545-MC-WILLIAMS/TORRES
|
Signed 03/16/2018

Attorneys and Law Firms

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ORDER ON ALEXANDER KRINICHANSKIY'S MOTION TO QUASH AND MOTION FOR PROTECTIVE ORDER

EDWIN G. TORRES, United States Magistrate Judge

***1** This matter is before the Court on Alexander Krinichanskiy's ("A.K.") motion to quash service of a subpoena, or in the alternative motion for protective order, against MTS Bank ("MTS Bank") pursuant to 28 U.S.C. § 1782 and Rule 45(d)(3) of the Federal Rules of Civil Procedure. [D.E. 35]. On March 9, 2018, MTS responded to A.K.'s motion [D.E. 36] to which A.K. replied on March 16, 2018. [D.E. 37]. Therefore, A.K.'s motion is now ripe for disposition. After careful consideration of the motion, response, relevant authority, and for the reasons discussed below, A.K.'s motion is **DENIED**.

I. BACKGROUND

MTS Bank is a foreign bank registered in the Russian Federation. MTS Bank had prior business and financial dealings with a private Russian airline company, commonly referred to as Transaero—a company also registered in the Russian Federation. Transaero is currently the subject of bankruptcy proceedings pending in Arbitrazh Court, Saint Petersburg, Russia. MTS Bank is a creditor of Transaero, who was notified of the Russian bankruptcy, filed a claim in bankruptcy, and is a party to those proceedings. MTS Bank previously issued an initial line of credit to Transaero in 2010, and subsequent loans were extended each year until Transaero's bankruptcy in 2015. At the time of the bankruptcy petition in 2015, Transaero owed MTS Bank over fifty-seven million U.S. dollars and the debt remains unpaid while the bankruptcy case remains pending. Following the bankruptcy application, MTS Bank supposedly conducted a forensic audit of Transaero's accounting records and documents submitted in support of the credit line applications. The audit allegedly revealed widespread falsifications of data and hidden operational losses in Transaero's financials. The funds obtained from creditors were purportedly siphoned out of Transaero through creative financial structures, accounting loopholes, and payments of unlawfully inflated dividends.

A.K. is a former top-level executive of Transaero who allegedly negotiated the loans and signed the loan agreements on behalf of Transaero. Public records purportedly establish that A.K. owns and maintains a million-dollar residence at 16175 Rio Del Paz, Delray Beach, Florida, 33446 and maintains a local Florida phone number. [D.E. 3-2]. He apparently pays real estate taxes and has two automobiles registered in his name with the Florida Department of Highway Safety and Motor Vehicles.

In April 2017, MTS Bank came to this Court *ex parte* seeking discovery—both testimony and documentary items—from A.K. and the Florida Banks regarding A.K.'s personal financial and account holdings. The purpose of the *ex parte* application was to obtain evidence from persons and custodians of records in Florida for use in the Russian bankruptcy court and in a contemplated civil action against Transaero's former directors and shareholders in the British Virgin Islands and/or Russia for debt recovery, securities fraud, civil money laundering, conversion, and other claims. [D.E. 1]. MTS is seeking to obtain documents and to depose A.K. on issues related to irregularities in financial statements, payments of dividends, transfers of funds received from MTS to personal U.S. based accounts and reinvestment in U.S. businesses. [D.E. 3-2]. The subpoenas in this case specify the areas of questioning and list specific documents that have been requested.

***2** On June 6, 2017, after considering MTS Bank's application and being advised of the facts and issues presented, we granted the application and permitted MTS to conduct discovery. On June 16, 2017, A.K. filed a motion to quash the subpoenas directed at him. [D.E. 11]. On June 30, 2017, MTS Bank responded to the motion and presented unrebutted evidence of A.K.'s Florida's activities, including the following activities: ownership of Florida real estate, registration of two vehicles in Florida, and possession a Florida-based bank account. On July 25, 2017, the Court denied A.K.'s motion and directed compliance with the subpoenas within fourteen days of the Order. [D.E. 18].

On August 4, 2017, A.K. filed an emergency motion to stay enforcement of the Order. [D.E.20]. In connection with his emergency motion, A.K. filed his Objections and Appeal with the District Judge. [DE 21]. On August 8, 2017, MTS Bank filed a response to AK's emergency motion and the Court issued an order denying AK's emergency motion and adopting the undersigned's Order. [D.E. 23].

On August 14, 2017, Bank of America produced A.K.'s bank records, which reflect payments for Rio Poco Homeowners Association, Comcast Cable, Florida Power and Light bills and other local expenses. The complete records produced by Bank of America support the allegation that A.K. maintained and operated a Florida-based bank account making local payments throughout the time period requested by the subpoena from 2010 until the date of the service of the subpoena in June 2017. On February 23, 2018, A.K. filed his second motion to quash and an alternative motion for protective order which is ripe for disposition. [D.E. 11].

II. ANALYSIS

A.K.'s motion seeks to quash MTS Bank's subpoena, or in the alternative, to obtain a protective order. A.K. argues (1) that MTS Bank failed to properly serve him under Rule 45, and (2) that the subpoena violates the rule's geographical limitations. Alternatively, A.K. contends that a protective order should be entered to preclude a deposition in this case or otherwise limit the scope of the subpoena so that it complies with the applicable rules of procedure.

A. Whether A.K. was properly served

A.K.'s initial argument is that the subpoena should be quashed because it fails to comply with Federal Rule 45, which requires that "service ... be personal to the named individual." *In re Matter Under Investigation by Grand Jury No. 1*, 2011 WL 761234, at *1 (S.D. Fla. Feb. 24, 2011) ("[T]his circuit suggests that a subpoena such as the one served in this case must be personally handed to the person named on the subpoena.") (citing *See Harrison v. Prather,* 404 F.2d 267, 273 (5th Cir. 1968)4 (service of subpoena on plaintiff's counsel, as opposed to the plaintiff himself, renders such service a nullity under Rule 45)). A.K. suggests that the longstanding interpretation of Rule 45 is that personal service of a subpoena is required based on the literal construction of the word "delivering" in the rule: [1]

> The use of the word 'delivering' in subdivision (b)(1) of the rule with reference to the person to be served has been construed literally. Under this construction, contrary to the practice with regard to the service of a summons and complaint, it is not sufficient to leave a copy of the subpoena at the dwelling place of the witness. Moreover, unlike service of most litigation papers after the summons and complaint, service on a person's lawyer will not suffice.

9A Charles Alan Wright & Arthur R. Miller, Federal Practice & Procedure § 2454 (3d ed. 2010); *see also, e.g., MAC Funding Corp. v. ASAP Graphics, Inc.,* 2009 WL 1564236, *1 (S.D. Fla. June 3, 2009) (holding that a court is powerless to enforce a subpoena if it was not personally served); *Federal Trade Comm'n v. Compagniee Saint Gobain-Pont-a-Mousson,* 636 F.2d 1300, 1312–13 (D.C. Cir. 1980) ("[C]ompulsory process [under Rule 45] may be served upon an unwilling witness only in person").

1 *See also Med. Diagnostic Imaging, PLLC v. CareCore Nat., LLC,* 2008 WL 3833238, at *2 (S.D.N.Y. Aug. 15, 2008) (finding that the purpose of requiring delivery to a named person is to "ensure receipt, so that notice will be provided to the recipient, and enforcement of the subpoena will be consistent with the requirements of due process"); *Accurso v. Cooper Power Sys., Inc.,* 2008 WL 2510140, at

*4–5 (W.D.N.Y. June 19, 2008) (concluding after examining the leading treatises and acknowledging a split in the case law, that "delivering" in Rule 45 means personal service because "the subpoena extends the Court's jurisdiction over an unwilling non-party and there must be assurance that this nonparty actual[ly] receives this Court process"); *Scottsdale Ins. Co. v. Education Mgmt., Inc.,* 2007 WL 2127798, at *3 (E.D. La. July 25, 2007); *Lake Shore Radiator, Inc. v. Radiator Express Warehouse,* 2007 WL 842989 (M.D. Fla. Mar. 19, 2007) (subpoena invalid in absence of evidence of service); *Briarpatch Ltd., L.P. v. Geister Roberdeau, Inc.,* 2006 WL 1311967 (S.D.N.Y. May 12, 2006); *Klockner Namasco Holdings Corp. v. Daily Access.Com, Inc.,* 211 F.R.D. 685 (N.D. Ga. 2002) (service of a subpoena on a nonparty witness was not accomplished when the subpoena was left with the witness' wife); *Chima v. U.S. Dept. of Defense,* 23 Fed.Appx. 721, 724 (9th Cir. 2001) (district court did not err in refusing to compel defense witnesses to comply with subpoenas served by mail rather than personal service); *Agran v. City of New York,* 1997 WL 107452, at *1 (S.D.N.Y. March 11, 1997) (noting that "the weight of authority is that a subpoena duces tecum must be served personally" and "the Court is without authority to sanction an alternative form of service"); *Conanicut Investment Co. v. Coopers & Lybrand,* 126 F.R.D. 461, 462 (E.D.N.Y. 1989); *Benford v. American Broadcasting Co., Inc.,* 98 F.R.D. 40 (D. Md. 1983); *In re: Johnson & Johnson,* 59 F.R.D. 174 (D. Del. 1973); *Harrison v. Prather,* 404 F.2d 267, 273 (5th Cir. 1968) (holding that service of subpoena on plaintiff's counsel, as opposed to the plaintiff himself, renders such service a nullity); *Gillam v. A. Shyman, Inc.,* 22 F.R.D. 475 (D. Alaska 1958).

***3** A.K. contends that he has never been personally served under Rule 45 and that MTS failed to "deliver" the subpoena to him as required. In lieu of serving A.K. personally, MTS Bank delivered the subpoena to his attorney, Mr. Schley. A.K. argues that service was not only improper, but that Mr. Schley was never authorized to accept service on his behalf. Because personal service has not been effectuated in this case, A.K. concludes that the subpoena must be quashed.

Federal Rule of Civil Procedure 45 states that "[s]erving a subpoena requires *delivering* a copy to the named person." Fed. R. Civ. P. 45(b)(1) (emphasis added). Some courts in the Eleventh Circuit support A.K.'s position and have construed the language in Rule 45 to mean that " '[p]ersonal service of subpoenas is required.' " *MAC Funding Corp. v. ASAP Graphics, Inc.*, 2009 WL 1564236, at *1 (S.D. Fla. June 3, 2009) (citing 9A Wright & Miller, *Federal Practice and Procedure:* Civil 3d § 2454 (2008)). Wright & Miller has also taken the position that the interpretation of Rule 45 hinges on the literal construction of the word "delivering" and that many courts have adopted the same view.

On the other hand, many courts have also held that service of a subpoena can be proper under Rule 45, absent personal service, because there is no explicit requirement in the rule itself on the method of delivery.[2] *See, e.g., Firefighter's Institute for Racial Equality ex rel. Anderson v. City of St. Louis,* 220 F.3d 898, 903 (8th Cir. 2000) (interpreting Rule 45(b)(1) to allow service by other than personal delivery if it is a method that ensures the subpoena is placed in the actual possession or control of the person served); *In re Falcon Air Express, Inc.,* 2008 WL 2038799 (Bankr. S.D. Fla. May 8, 2008) (adopting minority position that substitute service of a subpoena is effective on a non-party witness under Rule 45).

2 *See also Cartier v. Geneve Collections, Inc.,* 2008 WL 552855, at *1 (E.D.N.Y. Feb. 27, 2008) (agreeing that " 'delivery' under Rule 45 means a manner of service reasonably designed to ensure actual receipt of a subpoena by a witness, rather than personal service"); *Ice Corp. v. Hamilton Sundstrand Corp.,* 2007 WL 1364984, at *3 (D. Kan. May 9, 2007) (The language of Rule 45 "neither requires in-hand service nor prohibits alternative means of service"); *Ultradent Prods., Inc. v. Hayman,* 2002 WL 31119425, at *3–4 (S.D.N.Y. Sept. 24, 2002) (holding that service of subpoena by certified mail was sufficient under FRCP 45(b)(1), which merely requires "deliver[y]"); *Cohen v. Doyaga,* 2001 WL 257828, at *3 (E.D.N.Y. Mar. 9, 2001) (permitting service of a subpoena by mail because "[p]ersonal service of a subpoena on a non-party in a bankruptcy proceeding is not required, and may be accomplished in a manner 'reasonably calculated to give the non-party notice of the proceedings and an opportunity to be heard' "); *Cordius Trust v. Kummerfeld,* 2000 WL 10268, at *1–2 (S.D.N.Y. Jan. 3, 2000) (holding that certified mail was sufficient to serve a non-party with subpoena, especially in light of repeated attempts at service); *King v. Crown Plastering Corp.,* 170 F.R.D. 355, 356 (E.D.N.Y. 1997) (no need for personal service of Rule 45 subpoena "so long as service is made in a manner that reasonably insures actual receipt of the subpoena by the witness"); *First Nationwide Bank v. Shur,* 184

B.R. 640, 642 (E.D.N.Y. 1995) ("[D]elivering' a copy of a subpoena, for the purposes of Rule 45 includes any act or series of acts that reasonably assures the entity to which it is addressed fair and timely notice of its issuance, contents, purpose and effect"); *Doe v. Hersemann,* 155 F.R.D. 630, 630–631 (N.D. Ind. 1994) (plain language of Rule 45(b)(1) requires only that a subpoena be delivered to the person being served; nothing in the language of the Rule suggests that in-hand, personal service is required to effectuate delivery); *Hinds v. Bodie,* 1988 WL 33123, at *1 (E.D.N.Y. Jan. 26, 1988) (court ordered service by alternative means after five unsuccessful attempts to serve subpoena on non-party witness).

***4** The scope of the latter interpretation is that "Rule 45 does not require personal service, but rather requires service reasonably calculated to insure receipt of the subpoena by the witness." *Bozo v. Bozo*, 2013 WL 12128680, at *1 (S.D. Fla. Aug. 16, 2013) (citing *In re Falcon,* 2008 WL 2038799, at *4); *S.E.C. v. Rex Venture Grp., LLC*, 2013 WL 1278088, at *2 (M.D. Fla. Mar. 28, 2013) (finding that service was effectuated when made by FedEx and certified mail); (*TracFone Wireless, Inc. v. Does,* 2011 WL 4711458, at *4 (S.D. Fla. Oct. 4, 2011) (finding that "service of a Rule 45 subpoena need not be effectuated by personal delivery on the person being subpoenaed."); *Codrington v. Anheuser-Busch, Inc.,* 1999 WL 1043861, at *1–2 (M.D. Fla. Oct. 15, 1999) (finding that "nothing in the plain language of the Rule requires personal service")).

In light of the conflicting authority and the absence of any Eleventh Circuit authority on this question, the Court is persuaded that service of the subpoena has been properly effectuated because the facts presented suggest that A.K. is in receipt of the subpoena served on his attorney. First, A.K. has never denied being in receipt of MTS Bank's subpoena. Instead, A.K. merely argues that the delivery of the subpoena on Mr. Schley—who has acknowledged receipt of the subpoena and timely filed a motion to quash—was not served on him.

Second and most importantly, Fla. Stat. § 48.071 provides for substitute service[3] when a nonresident defendant engages in business in Florida:

> When any natural person or partnership not residing or having a principal place of business in this state engages in business in this state, process may be served on the person who is in charge of any business in which the defendant is engaged within this state at the time of service, including agents soliciting orders for goods, wares, merchandise or services. Any process so served is as valid as if served personally on the nonresident person or partnership engaging in business in this state in any action against the person or partnership arising out of such business. A copy of such process with a notice of service on the person in charge of such business shall be sent forthwith to the nonresident person or partnership by registered or certified mail, return receipt requested. An affidavit of compliance with this section shall be filed before the return day or within such further time as the court may allow.

Fla. Stat. § 48.071. In other words, "[u]nder 48.071 process may be served on the agent or person who is in charge of any business in which the defendant is engaged within Florida at the time of service." *Heinz Paving & Asphalt Co. v. Jarosz Const. Co.*, 541 So. 2d 115, 116 (Fla. DCA 4th 1989).

3 "[C]ourts in the Eleventh and Second Circuits have accepted substituted service of subpoenas." *Sec. & Exch. Comm'n v. Pence*, 2017 WL 5624271, at *1 (S.D. Fla. Nov. 20, 2017) (citing *In re Falcon,* 2008 WL 2038799 (holding that substitute service of a subpoena is effective on a non-party witness under Rule 45); *Med. Diagnostic Imaging,* 2008 WL 3833238, at *3 (permitting substituted service of "a deposition subpoena, by delivering a copy of the subpoena to his place of employment, mailing a copy by first class mail, and attaching a copy of this Order to the subpoena")).

Here, A.K. suggests that Mr. Schley is not his designated agent and that Fla. Stat. § 48.071 cannot cure the defective service of process on his attorney. But, A.K.'s argument rings hollow because MTS has proffered credible evidence that A.K. has done a substantial amount of business in

Florida with Mr. Schley.[4] For example, A.K. appeared in Florida on October 9, 2017—after the registration of two companies similarly named Atlantic Ventures—and executed a deed to transfer his property in exchange for ten dollars. On October 19, 2017, A.K. also transferred title of his 2008 Bentley Convertible and 2011 Mercedes Benz to the same entities—both of which are operated by Mr. Schley.[5] Therefore, even if we accept A.K.'s representation that he is a nonresident of Florida (which is certainly questionable given all of the evidence to the contrary), his substantial business activities with Mr. Schley—who is in charge of two Florida companies that may contain assets that A.K. may have illegally obtained from creditors—also brings A.K. within the ambit of Fla. Stat. § 48.071. And because service of process on Mr. Schley is construed as personal service on A.K. under Fla. Stat. § 48.071 and it is reasonably designed to ensure actual receipt of the subpoena, A.K.'s motion to quash is **DENIED**.

4 Mr. Schley registered two Florida companies—both named Atlantic Ventures—on October 3, 2017 and serves as a manager and a registered agent for both. The principal place of business for both companies is listed as Mr. Schley's office address located at 6111 Broken Sound Parkway, NW, Suite 330, Boca Raton, Florida.

5 In his reply, A.K. argues that Fla. Stat. § 48.071 is inapplicable because he was not engaged in any business in Florida at the time Mr. Schley was served. But, the evidence presented suggests that A.K. has completed several transactions with the corporations that Mr. Schley operates. While A.K. is entitled to deny his involvement with Atlantic Ventures at the time of service, MTS Bank has still met its burden that A.K.'s business dealings may be ongoing as an attempt to hide illicit funds. And, based on our review of relevant cases, courts have only granted a motion to quash when there is no allegation that a defendant is engaged in any business in Florida. *See Tucker v. Dianne Elec., Inc.*, 389 So. 2d 683, 685–86 (Fla. 5th DCA 1980) ("The complaint in this case fails to allege that the defendant is engaged in any business in Florida.").

B. Whether the subpoena violates geographical limitations

***5** Rule 45 provides that "[o]n timely motion, the court for the district where compliance is required must quash or modify a subpoena that ... requires a person to comply beyond the geographical limits specified in Rule 45(c) ... or subjects a person to undue burden." Fed. R. Civ. P. 45(d)(3)(A). A.K. argues that the subpoena violates Rule 45 because he neither resides nor regularly transacts business within the rule's geographical limitations—i.e. within 100 miles of Miami, Florida. *See, e.g., Chao v. Tyson Foods, Inc.*, 255 F.R.D. 556, 558 (N.D. Ala. 2009) (citing *See* Wright & Miller, 9A Federal Practice & Procedure 3d § 2454 (2008) ("Under Rule 45(b)(2)(B) a subpoena may be served at any place outside the district that is within 100 miles of the place of hearing or trial specified in the subpoena. The 100–mile limit applies to a party as well as to an ordinary witness.")). A.K. also believes that the subpoena's enforcement would result in an undue burden because he would be forced to travel half-way around the world to appear for a deposition in Miami, Florida. Because the subpoena seeks compliance beyond the 100–mile geographical limitations of Rule 45(c) and would result in A.K. bearing an undue burden, A.K. concludes that the subpoena must be quashed.

Rule 45 gives deponents many protections from expending resources to comply with a subpoena—namely the requirement that a subpoena be limited to 100 miles of where the person resides, is employed, or regularly transacts business. *See Exxon Shipping Co. v. U.S. Dep't of Interior,* 34 F.3d 774, 779 (9th Cir. 1994). "The purpose of the 100 mile exception is to protect such witnesses from being subjected to excessive discovery burdens in litigation in which they have little or no interest." *In re Edelman*, 295 F.3d 171, 178 (2d Cir. 2002) (citing *Price Waterhouse LLP v. First Am. Corp.,* 182 F.R.D. 56, 63 (S.D.N.Y. 1998)). A subpoena under Rule 45 may command a person to attend a deposition so long as the subpoena is:

> (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
>
> (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
>
> (i) is a party or a party's officer; or
>
> (ii) is commanded to attend a trial and would not incur substantial expense.

Fed. R. Civ. P. 45(c)(1). Likewise, a subpoena may command the production of documents "within 100 miles

of where the person resides, is employed, or regularly transacts business in person." Fed. R. Civ. P. 45(c)(2).

On July 25, 2017, we held that MTS Bank provided unrebutted evidence that in the state of Florida A.K. (1) owns real property, (2) owns two automobiles, (3) pays real estate taxes, (4) owns a Florida telephone number, and (5) conducts financial transactions. Since that time, MTS Bank has presented additional unrebutted evidence that A.K. conducts personal business transactions in Florida by transferring title of his Delray Beach Property and his two vehicles to Atlantic Ventures—which is operated by his attorney and business partner Mr. Schley. And although it appears that A.K. may have transferred title of his property and cars to the two newly formed corporations, the unrebutted evidence continues to show that A.K. conducts business transactions within Florida. Therefore, given the evidence presented, A.K.'s motion to quash MTS Bank's subpoena on the basis that it violates the geographical limitations of Rule 45 is **DENIED**. [6]

6 It appears that A.K. transferred his home and vehicles to Atlantic Ventures as a way to argue that he no longer "resides" in South Florida. A.K. has failed to cite any authority that allows an individual to undermine jurisdiction under § 1782 by divesting his or her assets. But, even if we assume that A.K. is allowed to retroactively defeat jurisdiction and undermine the purpose of § 1782, his repeated business transactions provide credible evidence that a subpoena does not violate the geographical limitations under Rule 45.

As for A.K.'s argument that enforcement of the subpoena will result in an undue burden, that contention is unpersuasive because MTS Bank has already agreed to coordinate a videoconference deposition. And as long as A.K. has a reliable internet connection, phone line, and a computer equipped with a video camera, there is no reason why the expenses of a videoconference deposition would rise to the level of an undue burden. There has also been no showing that a future production of documents would be unduly burdensome because A.K. has not disclosed whether he is actually in possession of any responsive documents, nor has he indicated where these items may be located. As such, A.K.'s motion to quash the subpoena on the basis of an undue burden is **DENIED**.

C. Whether a protective order is necessary

***6** The final issue presented is whether a protective order or other proper safeguards should be entered prior to enforcement of the subpoena. "Rule 26(c) allows the issuance of a protective order if 'good cause' is shown. In addition to requiring good cause, this circuit has also required the district court to balance the interests of those requesting the order. A 'district court must articulate its reasons for granting a protective order sufficient for appellate review.' " *McCarthy v. Barnett Bank of Polk Cty.*, 876 F.2d 89, 91 (11th Cir. 1989) (citations omitted); *see also Auto-Owners Ins. Co. v. Se. Floating Docks, Inc.*, 231 F.R.D. 426, 429–30 (M.D. Fla. 2005) ("Rule 26(c) provides that upon a showing of good cause, a court 'may make any order which justice requires to protect a party or person from annoyance, embarrassment, oppression, or undue burden or expense.' The party seeking a protective order has the burden to demonstrate good cause, and must make 'a particular and specific demonstration of fact as distinguished from stereotyped and conclusory statements' supporting the need for a protective order.") (citations omitted).

A.K. argues that under Rule 26, the entry of a protective order should: (1) forbid discovery altogether, or alternatively (2) lay out specific terms and limits of the discovery requested so that any deposition takes place in Russia, (3) require that the deposition be sealed and opened only by a future Court Order, and (4) hold MTS Bank responsible for all future expenses (including travel and lodging) related to a deposition.

A.K.'s argument lacks merit for a plethora of reasons. First, A.K. has failed to provide any justification on why discovery should be forbidden altogether. Second, A.K. has not explained why the Court needs to include limitations on his deposition nor has he proffered what those conditions might be. Third, a confidentiality order—similar to the one MTS Bank and Sky Ocean International, Inc. negotiated and entered —should adequately address any privacy concerns with respect to the deposition. In other words, there is no reason why A.K. cannot confer in good faith and agree to a similar agreement with respect to the discovery requested. Because A.K. has failed to demonstrate good cause for the relief requested, his motion for protective order is **DENIED**.

III. CONCLUSION

For the foregoing reasons, it is hereby **ORDERED AND ADJUDGED** that A.K.'s motion to quash service of a subpoena, or in the alternative motion for protective order, is **DENIED**. [D.E. 35].

DONE AND ORDERED in Chambers at Miami, Florida, this 16th day of March, 2018.

All Citations

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