

IN THE CIRCUIT COURT OF THE EIGHTEETH
JUDICIALCIRCUIT, IN AND FOR SEMINOLE COUNTY, FLORIDA

MANUEL PEREZ-GARCIA

CASE NO.: 2019-CA-000399-16-L

Plaintiff,

v.

GLENN WILLIAMS, P.A,
d/b/a WILLIAMS LAW
FIRM, and GLENN
WILLIAMS

Defendant.

FILED IN OFFICE
GRANT MALOY
CLERK CIRCUIT COURT
19 AUG 26 AM 11:54
SEMINOLE CO., FL

STIPULATED PROTECTIVE ORDER
GOVERNING CONFIDENTIALITY OF DISCOVERY MATERIALS

Upon the stipulation of the parties, through their respective counsel, along with a showing of good cause,

IT IS HEREBY ORDERED that the following provisions shall govern the production and handling of information exchanged by the parties throughout these proceedings:

1. INFORMATION SUBJECT TO PROTECTION.

1.1 This protective Order shall govern the production of all documents, interrogatory answers, answers to requests for admissions, deposition testimony, other discovery material, or portions thereof, produced or provided by any party during discovery or otherwise ("Discovery Material").

As used herein, "document" means any written, printed, typed, recorded or graphic matter or means to access such material (e.g. through word processing), however produced or reproduced, of any kind or description, including all materials that fall within the scope of the Florida Rules of Civil Procedure.

1.3 As used herein, "Confidential Information" shall mean any Discovery Material that a Party asserts in good faith constitutes or contains: (i) trade secrets; (ii) financial information or data of any party; (iii), know how; (iv) proprietary data; (v) confidential research, development or commercial information, including without limitation technical, sales, marketing, employee, business, financial, privacy and other proprietary information, as well as other information (including medical or personnel records) generally protected by law from dissemination; or, (vi) material that is otherwise confidential in the sense that its disclosure could be harmful to a party, its subsidiaries, landlords, affiliates, representatives or those in a business relationship with the party. Confidential Information shall not include any information that, prior to disclosure thereof, was public knowledge, or which, after disclosure thereof, becomes public knowledge as a result of publication by one having the unrestricted right to do so.

1.4 If any party believes that information or things not described in section 1.1 should be considered confidential, it may make application to the court. Such application shall only be granted for reasons shown and for extraordinary grounds.

2. DESIGNATION OF CONFIDENTIAL INFORMATION.

2.1 General Requirements. All designations of Discovery Material as “CONFIDENTIAL” shall be made in good faith by the party producing the information (the “Producing Party”) and shall be made at the time of disclosure, production, or tender to the requesting party (the “Receiving Party”) or at such other time as permitted by the Protective Order. Designations of information as “CONFIDENTIAL” shall constitute a representation that: (i) such information has been reviewed by an attorney for the Producing Party; (ii) there is a valid and good faith basis for designating the Discovery Material “CONFIDENTIAL”; and, (iii) disclosure of such information to persons other than those permitted access to such information hereunder would cause injury to the Producing Party or otherwise be detrimental to the conduct of its business.

2.2 Documents and Discovery Responses. “CONFIDENTIAL” Discovery Material that is copied and provided to the recipient shall be so marked on the copy produced. It is sufficient to mark the first page of a multiple page document with the words “CONFIDENTIAL.” With regard to electronic data produced, all such data shall be deemed to be marked “CONFIDENTIAL” or is not (or does not contain) Confidential Information.

2.4 Confidentiality of Derivative Materials. No copies, extracts, abstracts or summaries of any discovery responses, electronic data, or documents designated as

“CONFIDENTIAL” shall be made except by or on behalf of counsel of record for the named parties. Any copies, extracts, abstracts or summaries made by or on behalf of counsel of record for the named parties shall also be designated as “CONFIDENTIAL” in accordance with the discovery responses, or documents from which they were derived.

2.5 Inadvertent Failures to Designate. The inadvertent, unintentional, or *in camera* disclosure of Confidential Information shall not be deemed a waiver, in whole or in part, of any party’s claims of confidentiality. Upon notice, the parties must treat the information as Confidential Information in accordance with the provisions of this Protective Order.

3. CHALLENGING CONFIDENTIALITY DESIGNATIONS.

3.1 Meet and Confer. If a Receiving Party objects to the designation of a documents as “CONFIDENTIAL” the parties shall first make a good-faith effort to resolve the dispute without judicial intervention within 10 days following the notice of the objection by conferring directly with the Producing Party’s counsel. In conferring, the Receiving Party must explain the basis for its belief that the confidentiality designation was not proper and must give the Producing Party an opportunity to review the designated information or things, to reconsider the circumstances, and, if no change in designation is offered, to explain the basis for the

chosen designation. A challenging Party may challenge the designation under section 3.2 only after if it has met its obligations under this section.

3.2 Judicial Intervention. A Party that elects to challenge a confidentiality designation after considering the justification offered by the Designating Party may file and serve a motion that identifies the challenged material and sets forth in detail the basis for the challenge. Each such motion must be accompanied by a competent declaration that affirms that the movant has complied with the meet and confer requirements imposed in the preceding paragraph and that sets forth with specificity the Producing Party's justification for the confidentiality designation. The burden of persuasion in any such challenge proceeding shall be on the Producing Party. Until the court rules on the challenge, all parties shall continue to afford the material in question the level of protection designated by the Producing Party.

4. ACCESS TO AND USE OF PROTECTED MATERIAL.

4.1 Prohibitions on Disclosure. Discovery Material designated as "CONFIDENTIAL" shall not be disclosed to anyone except as provided in this Protective Order, and in no event may such discovery responses, or documents be used for any business, commercial, or competitive purposes or for any purposes other than this litigation. All "CONFIDENTIAL" Discovery Material shall be used solely for the purposes of preparation for litigation of this action, including specifically, but not exclusively, pre-trial discovery pursuant to the Florida Rules of Civil Procedure

or other applicable rules, litigation of this action and preparation for, participation in, and prosecution and defense of any appeal, rehearing, review or other judicial proceeding that relates to the subject matter of the trial and preparation for the trial in this action. Absent further order of this Court, Confidential Information shall not be used in any matter, controversy, mediation, arbitration or litigation now pending or later filed other than this action.

4.2 Disclosure of "CONFIDENTIAL" Discovery Material. Unless otherwise ordered by the court or permitted in writing by the Producing Party, a Receiving Party may disclose any information or item designated CONFIDENTIAL only to:

(a) outside counsel of record for the parties, as well as members or employees of the law firms of the attorneys of record who are involved with the prosecution or defense of this action;

(b) in-house counsel engaged by the parties to the extent necessary for the conduct of this action;

(c) duplicating services and litigation support services of a nature routinely engaged by counsel;

(d) the parties and their present and former officers, directors, employees, representatives, and insurers to the extent necessary for the conduct of this action;

(e) experts and consultants and other third parties who are consulted, employed, or retained by any of the parties or their counsel to assist counsel in this action;

(f) actual or potential witnesses (whether third party witnesses or employees of a party) who counsel reasonably believes have already seen or know the Confidential Information;

(g) the Court, court personnel and court reporters in the conduct of their official duties; and

(h) any third party mediator(s) appointed by the Court or jointly selected by the parties to assist in a possible resolution of this action; and

(i) any other person upon written agreement of the Parties.

Prior to disclosure of "CONFIDENTIAL" Discovery Material discovery responses, documents or transcripts to any independent person described under subparagraphs e, f and i of the foregoing paragraph, counsel for the Receiving Party shall obtain an executed declaration of confidentiality in the form attached hereto as Exhibit A that the person(s) to whom the disclosure will be made has read this Protective Order and agrees to be bound by its terms. A copy of all executed declarations of confidentiality shall be retained by counsel for the Receiving Party, who shall upon order of the Court or otherwise for good cause shown be required to produce any such declaration.

4.5 Court Reporters. Each court reporter participating in any deposition shall be informed of, and provided with, a copy of this Order and shall agree to adhere to the provisions thereof and to secure the like agreement of any other person participating in the preparation of any deposition transcript.

5. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION.

If a Receiving Party is served with a subpoena or an order issued in other litigation that would compel disclosure of any information or items designated in this action as “CONFIDENTIAL” the Receiving Party must so notify the Producing Party’s counsel of record in writing (by fax or e-mail, if possible) immediately after receiving the subpoena or order so as to afford the Producing Party a reasonable opportunity to seek a protective order or other suitable protection. Such notification must include a copy of the subpoena or court order. The Producing Party shall bear the burden and the expense of seeking a protective order or other suitable protection of its Confidential Information.

The Receiving Party also must immediately inform in writing the party that caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is the subject of this Protective Order. In addition, the Receiving Party must deliver a copy of this Protective Order promptly to the party in the other action that caused the subpoena or order to issue.

Nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful subpoena or other compulsory process. In the event that any information designated as "CONFIDENTIAL" is produced pursuant to a lawful subpoena or compulsory process, such information shall continue to be treated as "CONFIDENTIAL" by all persons subject to this Protective Order unless and until the Court orders otherwise.

6. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL.

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Confidential Information to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all copies of the Confidential Information, (c) inform the person or persons to whom unauthorized disclosures were made of all of the terms of this Protective Order, and (d) request such person or persons to execute a declaration of confidentiality in the form attached hereto as Exhibit A.

7. FILING PROTECTED MATERIAL

The filer of any document containing Confidential Information shall at the time of filing, file with the clerk a "Notice of Confidential Information within Court Filing" in order to indicate that confidential information is included within the document being filed and also indicate that the entire document is confidential.

8. COURT USE EXEMPT. Neither the provisions of this Protective Order nor the filing of any information under seal shall prevent the use, in open court, at any hearing or at the trial of this case, of any material that is subject to this Protective Order or filed under seal pursuant to its provisions. The parties shall meet and confer before any hearing or the trial concerning appropriate methods for dealing with material designated as “CONFIDENTIAL” at the applicable hearing or trial.

9. FINAL DISPOSITION.

Upon final termination of this litigation, including all appeals, all material designated as “CONFIDENTIAL” including all copies, extracts, abstracts or summaries of such material, shall at the option of the Receiving Party be either destroyed or returned to the Producing Party not later than sixty (60) calendar days after the ultimate disposition of this case. Notwithstanding this provision, counsel are entitled to retain an archival copy of all pleadings, motion papers, transcripts, legal memoranda, correspondence or attorney work product, even if such materials contain Confidential Information. Any such archival copies that contain or constitute Confidential Information remain subject to this Protective Order.

10. MISCELLANEOUS.

10.1 No Waiver. Disclosure of any “CONFIDENTIAL” Discovery Material pursuant to the terms of this Protective Order shall not be deemed a waiver of any claim of confidentiality that the Producing Party would otherwise be entitled to

invoke against a person or entity not a party to this action. Further, neither failure to designate a document as CONFIDENTIAL nor failure to object to any designation under this Protective Order shall be deemed a waiver of, or evidence regarding, whether a document is or is not confidential.

10.2 Right to Further Relief. Nothing in this Protective Order abridges the right of any person to seek its modification by the Court in the future, nor shall anything in this Protective Order be deemed to preclude any Party from seeking, upon an appropriate showing, lesser or greater protection with respect to the confidentiality of any Discovery Material.

10.3 Party's Use of Its Own Information. Nothing in this Protective Order shall limit the Producing Party's use of its own information.

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

10.5 This Protective Order shall bind, and shall inure to the benefit of, any parent, subsidiary, successor, or other corporate affiliate of a party to this action or a third party.

10.6 Prior to its entry by the Court, this Stipulated Protective Order shall have full force and effect as an agreement between the Parties, with each Party entitled to apply to the Court for relief (including prospective and injunctive relief) for its actual or threatened violation. This Protective Order shall survive the final conclusion of the litigation and shall continue in full force and effect, with the Court retaining jurisdiction to enforce its terms.

10.7 Third Parties. A third party producing in this action any information that is confidential would be protected from disclosure under this Protective Order may produce such information as a Producing Party pursuant to the terms of this Protective Order.

DONE AND ORDERED in Chambers, Seminole County, Florida, this 23
day of August, 2019.

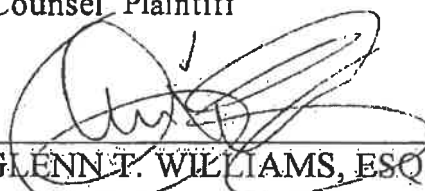


HONORABLE MELANIE CHASE
CIRCUIT JUDGE

The Foregoing Stipulated Protective Order Governing Confidentiality of Discovery Materials is Agreed To By:



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Copies furnished to:

Melissa Mihok, Esq.
Glenn T. Williams, Esq.

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____, declare as follows:

1. I have received a copy of and have read the stipulated protective order ("Protective Order") dated _____, _____ in the above-captioned case, and the attorney who intends to provide me with access to material designated as **CONFIDENTIAL** under the Protective Order has explained to me the obligations imposed by and the effect of the Protective Order.

2. I understand that **CONFIDENTIAL** information that is provided to me is subject to the terms of the Protective Order and I agree to be bound by the terms of that Protective Order.

3. I understand that all **CONFIDENTIAL** information, including but not limited to any copies, notes, summaries, excerpts, or other transcriptions made from such materials, must be returned by me to the counsel providing me with such information no later than thirty (30) days after termination of this lawsuit.

4. I further understand and agree that I shall not disclose the information or show any documents or their contents to anyone else except as provided in the Protective Order.

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

Executed on _____ By:
