



IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT  
IN AND FOR SEMINOLE COUNTY, FLORIDA

TAKISHA LOVETT,

Case No. 2021CA000980

Plaintiff,

vs.

BIG LOTS STORES, INC.,

Defendant.

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**AGREED ORDER OF PROTECTION AND CONFIDENTIALITY**

Upon the agreement of the parties, Defendant BIG LOTS STORES, INC. ( hereinafter "BIG LOTS") has produced and will produce in this Action certain documents and other information that the parties believe may consist of or contain trade secrets or other confidential information including but not limited to technical information, proprietary or nonpublic commercial information, information involving privacy interests, sensitive information regarding non-public operations, non-public procedures, employee training, and other commercially and/or competitively sensitive information of a nonpublic nature, or received on a confidential basis;

IT IS HEREBY STIPULATED AND AGREED by the undersigned that:

1. This Consent Protective Order governs the production and handling of confidential information contained in documents, deposition testimony, deposition exhibits, trial testimony, computer memory or archives, and other written, recorded or graphic matter (collectively, "discovery material") produced by any person ("disclosing person"), including parties and non-parties, the parties' attorneys of record, and those attorneys' employees,

QUINTAIROS, PRIETO, WOOD & BOYER, P.A., ATTORNEYS AT LAW  
255 SOUTH ORANGE AVENUE, SUITE 900, ORLANDO, FLORIDA ♦ TEL: (407) 872-6011 ♦ FAX: (407) 872-6012

consultants, expert witnesses and agents, during the proceedings in this Action.

2. A disclosing person may designate as "CONFIDENTIAL" any discovery material that the disclosing person reasonably and in good faith believes contains or discloses confidential or commercial information, including but not limited to technical information, trade secrets, proprietary or nonpublic commercial information, information involving privacy interests of third parties, and other commercially and/or competitively sensitive information of a non-public nature; or received on a confidential basis that is entitled to protection. Discovery material may be so designated by stamping or marking "CONFIDENTIAL" on each such document (stamping or marking the first page of a multi-page document shall be a sufficient designation) or by using such other procedures as may be agreed upon in writing by the parties. If the requesting party reasonably and in good faith believes some portion of a document is not confidential, upon written request, the disclosing party will designate in a clear and distinct manner (such as underlining in a contrasting color) those portions of the document containing CONFIDENTIAL information.

3. Any party or its respective officers, agents, servants, employees, subsidiaries, attorneys, experts or consultants may, on the record of a deposition or by written notice to counsel for all parties, designate portions of oral testimony as CONFIDENTIAL if such party or its respective officers, agents, servants, employees, subsidiaries, attorneys, experts or consultants reasonably and in good faith believes the criteria for such designations set forth in Paragraph 2 are satisfied. A separately bound transcript of those portions of the testimony that contain CONFIDENTIAL information shall be made if requested by the designating party. The costs of any separate transcript shall be borne by the party or witness making such designation. All oral testimony shall be treated as CONFIDENTIAL and subject to this Consent Protective Order until otherwise ordered. When CONFIDENTIAL information is

presented, quoted or referenced in any deposition, hearing, trial or other proceeding, counsel for the offering party shall notify counsel for the designating party that they intend to offer such information and shall designate what information they shall offer. Counsel for the offering party shall then make arrangements or request the Court to make arrangements to ensure that only persons entitled to CONFIDENTIAL information are present.

4. The Documents shall be used solely for the litigation of this action and shall not be disclosed to third parties except as provided herein.

5. In addition, counsel for any party or witness may designate the transcript (or any portion thereof) of any deposition referencing the content of the Documents as confidential by so stating on the record for the deposition or by doing so within ten (10) days of receipt of the transcript.

6. Except as otherwise provided herein, the Documents or deposition transcripts designated as confidential pursuant to this Order (together referenced as "CONFIDENTIAL"), and any information contained therein, and any notes, abstracts or summaries made therefrom shall not be disclosed in any manner to anyone other than counsel of record ( and their regularly employed support staff), and parties herein. Such documents or information shall not be revealed to any competitor or any agent or employee of any competitor of BIG LOTS, or to any person who is or has been an employee or agent of any competitor of BIG LOTS, within the past five (5) years.

7. In the event that counsel for any party determines that they require consultation with an independent third party expert or consultant, counsel for that party may disclose CONFIDENTIAL material to such persons only under the conditions set forth in Paragraphs 10 and 11 below.

8. In the event that counsel for any party determines that litigation of this action

requires that material which has been designated CONFIDENTIAL pursuant to this Order be disclosed to persons not otherwise authorized herein for any purpose (including depositions), the person who produced such material shall be delivered written notice of the intended disclosure (which notice shall specify with particularity the CONFIDENTIAL material to be disclosed and the identity of the otherwise unauthorized person) not less than ten (10) days prior to disclosure. If the person who submitted the data or information makes a written objection to the party giving the notice, the CONFIDENTIAL material shall not be disclosed unless this Court so orders. Before any disclosure of CONFIDENTIAL materials may be made, whether by Court order or otherwise, the persons to whom such disclosure is to be made must satisfy the conditions set forth in Paragraphs 10 and 11 below.

9. Each person to whom disclosure of CONFIDENTIAL material is made in accordance with this Order is hereby prohibited:

- a. from divulging any of the material so obtained;
- b. from exploiting in any way such material for his or her own benefit; or
- c. from using such material for any purpose or in any manner not connected with the litigation of this action.

10. Each person to whom disclosure of CONFIDENTIAL material is made in accordance with this Order must consent to be bound by the terms of this Order. Prior to any disclosure, each such person (excluding counsel of record and members of their respective staff engaged in the litigation of this action and the parties' insurers) shall execute a mutually agreeable form within ten (10) business days of such disclosure. Notwithstanding the foregoing, in the event a party has not disclosed the identity of any consulting or testifying expert, then said party shall maintain said written acknowledgment until such time as the Court requires the disclosure of said expert and then said written acknowledgment will be provided to

the attorneys for the other parties within five (5) business days.

11. Unless counsel for all parties agree otherwise, or until an Order of this Court otherwise directs, all CONFIDENTIAL material and all pages of any briefs, affidavits, transcripts, exhibits, and other papers containing quotes or summaries of material which has been designated as CONFIDENTIAL pursuant to this Order which are presented to the Court shall be filed contemporaneously with a Notice of Confidential Information in Court filing under Rule 2.420. Florida Rules of Judicial Administration.

12. Upon final disposition of this action, all materials which have been designated as CONFIDENTIAL pursuant to this Order and all copies, excerpts, or extracts (excluding excerpts or extracts incorporated into any privileged memoranda of the parties), except for such material which has become part of the record of this action, shall be returned within sixty (60) days to the person producing the material.

**DONE and ORDERED** in Chambers at Sanford, Seminole County, Florida, this Monday, December 27, 2021.

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Christopher Sprysenski, Circuit Judge  
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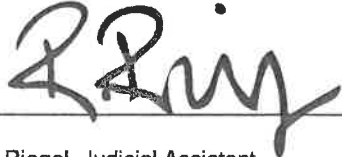
**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via U.S. Mail or via the e-filing portal to the parties listed below on Monday, December 27, 2021:

CARLOS LEACH  
CLeach@theleachfirm.com  
DBigelow@theleachfirm.com  
DAcevedo@theleachfirm.com

JADE M GUMMER  
jgummer@qpwlaw.com  
jmgstaff@qpwlaw.com

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A handwritten signature in black ink, appearing to read "R Riegel", written over a horizontal line.

Rhiannon Riegel, Judicial Assistant  
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