

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PASCO COUNTY, FLORIDA

PASSION 4 PITS RESCUE, INC.,
a Florida not-for-profit corporation,

Plaintiff,

v.

CASE NO. 2016 CA 001005

KS DVM, INC. d/b/a HAYS TOWNE
VETERINARY HOSPITAL, a Florida
corporation and KERRI SLOMCENSKI

Defendants.

PROTECTIVE ORDER OF CONFIDENTIALITY

1. **"Confidential Material"** as used in this Protective Order of Confidentiality shall refer to records, data and/or documents produced by either party herein referred to as "Plaintiff" or "Defendants" protected as trade secrets or confidential information pursuant to state and federal law. All confidential material is the exclusive the property of the party producing such documents and/or material.

2. **"Records"** as used in this Protective Order of Confidentiality, shall mean information that is in document form, inscribed or otherwise recorded on a tangible medium, or that is stored in an electronic or other medium and is retrievable in perceivable form. Records include both electronic records and printed, typewritten, and other tangible records and includes responses to interrogatories, responses to requests for production, and deposition testimony.

3. **Scope and Use.** This Protective Order of Confidentiality shall govern confidential material produced or disclosed by Plaintiff or Defendants in response to formal or informal discovery conducted in this matter. Nothing in this Protective Order of Confidentiality shall be deemed to preclude the producing party the right to: (a) oppose

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Clerk & Comptroller
Pasco County, Florida

discovery on grounds not addressed under the terms of this Protective Order of Confidentiality, or (b) object on any ground to the admission of any confidential material into evidence at trial. Further, nothing contained in this Protective Order of Confidentiality shall prejudice the right of any party to contest the alleged relevancy or discoverability of the confidential material sought. To the extent any party designates a document as one containing "Confidential Material" in accordance with the terms of this protective order, said document will be deemed to be authentic pursuant to Rule 90.901 of the Florida Evidence Code, and a business record pursuant to 90.803 of the Florida Evidence Code.

Documents labeled confidential shall be used only for the purposes of the instant litigation and no other purpose.

4. **Designation of Confidential Material.** Plaintiff or Defendants may designate all or any portion of records and/or things it produces formally or informally to other parties to this litigation as confidential material. The designation of confidential material shall be made by any practicable means, including placing on the thing so designated, such that it will not interfere with its legibility, an appropriate notice such as the following: "confidential" or "confidential material." Confidential material will be Bates stamped, if appropriate. All records and things designated as confidential material shall be treated as such pursuant to the terms of this Protective Order of Confidentiality until further order by the Court.

5. **Inadvertent Disclosure.** The inadvertent, unintentional or *in camera* production of any confidential material shall not, under any circumstances, be deemed a waiver, in whole or in part, of the confidentiality of the confidential material in question. If a producing party should inadvertently produce any confidential material not responsive to a formal request for production and/or an order of the Court, and/or inadvertently fail to redact confidential material not discoverable in this matter, the recipient shall immediately

return the confidential material upon discovery, including all copies or reproductions thereof, to the producing party, and shall make no use of the confidential material for any purpose until further order by the Court.

6. **Objection to Designation.** If any party objects to the designation of any record or thing as confidential material, that party shall promptly notify the designating party, in writing, specifying the factual and legal basis for the objection. The parties shall have a period of no longer than twenty (20) days to resolve the dispute by agreement. If the dispute is not resolved by agreement, it may be submitted to the Court. Pending such determination by the Court (or the expiration of the period in which the designating party may make a challenge to an adverse ruling, if later), the records and/or things shall be maintained as confidential material.

7. **Access to Confidential Material.** Access to confidential material shall be limited to authorized persons, solely in the performance of their duties in connection with trial preparation of this case. Authorized persons are:

- (a) Plaintiffs, Co-Defendants and Intervenors (if any) in this civil action and any staff member/employee thereof if the party is anything other than an individual;
- (b) Counsel of record for Plaintiffs, Co-Defendants and Intervenors (if any) in this civil action;
- (c) Paralegal, secretarial, administrative, and legal personnel working under the direction and control of those counsel of record for Plaintiffs, Co-Defendants and/or Intervenors (if any);
- (d) Independent experts and independent consultants (meaning a person who is not an employee, officer, director, or owner in any capacity of a party and who is retained by a party or a party's outside counsel in good faith for the purpose of assisting in this litigation) who sign Exhibit A attached hereto;
- (e) The Court and its staff; witnesses in this lawsuit during a hearing or at trial; and
- (f) Deponents in this lawsuit during deposition; and the jury.

Further access may be agreed to by the parties documented in writing or requested by any party by motion filed with this Court and approved by this Court. Counsel of record for the party who grants access to confidential material to an authorized person identified in subparagraphs (a), (c), or (d) of this paragraph shall be solely responsible for ensuring full compliance by said authorized person with this Protective Order.

8. **Promises of Confidentiality.** Each authorized person identified in subparagraph 7 (d) above, who receives access to any confidential material, shall first be given a copy of this Protective Order of Confidentiality and advised by the counsel of record making the disclosure that such authorized person must not divulge any confidential material to anyone other than authorized persons in the preparation or trial of this lawsuit. The Promise of Confidentiality attached hereto as Exhibit A must be signed by each such authorized person receiving any confidential material in advance of receipt and a copy of same provided to all counsel of record.

9. **Court Records.** In the event that any confidential material is in any way disclosed in any pleading, motion, transcript, videotape, exhibit, photograph or other material filed with any court, the confidential material shall be filed in an attached sealed separate envelope containing the style of the case marked "CONFIDENTIAL MATERIAL Protected by Court Order," dated and kept under seal by the clerk of that court until further court order. Such confidential material shall, however, remain available to personnel authorized by that court and to authorized persons. When practicable, however, only the confidential portion of the pleadings filed with the court will be filed in a separate sealed envelope. If any record containing confidential material is furnished to any court, a duplicate copy with the discrete confidential material deleted may be substituted in the public record, if appropriate.

10. **Depositions.** If any confidential material is used or referred to during

any deposition, within thirty (30) days of receipt of the completed deposition transcript, counsel for each party shall designate by page and line the portions for which such claim of confidentiality is made, and give written notice of this designation to all other parties. This designation shall be placed on the first page in the original and all copies of the deposition by the court reporter and by counsel for the parties. All exhibits to the deposition transcript previously designated by either party as confidential material shall remain confidential material without need for designation. Those portions of the deposition which are designated as confidential material shall be bound separately under seal and prominently marked "confidential material subject to Protective Order."

11. **Evidence at Trial.** Prior to seeking to introduce confidential material into evidence, Plaintiffs, Co-Defendants and/or Intervenors (if any) shall give sufficient advance notice to the Court and to counsel of record for the other parties to allow for arrangements to be made for *in camera* treatment of the confidential material. In the event that a transcript of the trial is prepared, any party may request that certain portions thereof, which contain trade secrets or other confidential material, be filed under seal.

12. **Improper Disclosure.** Should any confidential material be disclosed to any unauthorized person, the unauthorized person (a) shall be informed promptly of the provisions of this Protective Order of Confidentiality by the party who first learns of the disclosure, and upon such notice shall be subject to the terms of this Protective Order of Confidentiality and (b) shall be directed, if within control of a party or his/her/its counsel, or otherwise asked, to sign the Promise of Confidentiality (Exhibit A).

13. **Return of Confidential Material.** Within thirty (30) days of final termination of this action (the earlier of dismissal of the action or entry of a judgment), counsel of record for each party shall assemble and return to counsel of record for the producing party all confidential material produced or provide producing party with

assurances that all confidential material has been destroyed.

14. Nothing in this Agreement shall be deemed a waiver of any right any party otherwise might have under the Freedom of Information Act, the Florida Statutes, or the doctrines of attorney-client privilege or attorney work product.

15. This Court shall retain jurisdiction of all matters pertaining to this Agreement, and all parties to this case are deemed to submit to the jurisdiction of this Court for matters relating to the enforcement of this Agreement. This Agreement shall survive the final conclusion of this lawsuit and continue in full force and effect, and the Court shall retain jurisdiction to enforce this Agreement.

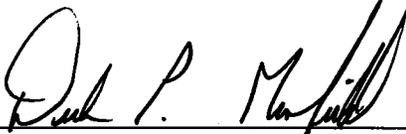
16. This Agreement shall be governed and construed in accordance with the law of the State of Florida.

17. Nothing in this Order is intended to prevent any party from raising with the Court any concern that the non-disclosure of certain CONFIDENTIAL INFORMATION may have a possible adverse effect upon the general public health or safety, or the administration or operation of government or public office.

IT IS SO STIPULATED AND AGREED.

<p>Angelena M. Root, P.A. 1931 Cordova Road, #303 Fort Lauderdale, FL 33316 Phone: (954) 986-2101 Fax: (954) 212-0774 Attorney for Plaintiff</p> 	<p>WALTERS LEVINE & LOZANO 1819 Main Street, Suite 1110 Sarasota, Florida 34236 Telephone No. (941) 364-8787 Facsimile No. (941) 361-3023 Attorneys for Defendants</p> 
<p>Angelena M. Root, Esq. Florida Bar No.: 101751 amrootesq@gmail.com</p>	<p>Joel W. Walters Florida Bar No. 604356 jwalters@walterslevine.com Thomas C. Valentine Florida Bar No. 321389 tvalentine@walterslevine.com</p>

Based on the above stipulation of the parties, it is **DONE AND ORDERED** in
Chambers, at Dade City, Pasco County, Florida, this 9th day of
May, 2017.



DECLAN P. MANSFIELD
CIRCUIT COURT JUDGE

Conformed copies to:

Angelena M. Root, Esq.
Joel W. Walters, Esq.

EXHIBIT A

PROMISE OF CONFIDENTIALITY

STATE OF _____

COUNTY OF _____

AFFIDAVIT OF, being duly sworn and personally appearing before the undersigned attesting officer, duly authorized by law to administer oaths, deposes and says that the within statements are true and correct:

1. I have read the Stipulated Protective Order attached hereto and I understand its terms and meanings.

2. I agree that my signature below submits me to the jurisdiction of the SIXTH JUDICIAL CIRCUIT, IN AND FOR PASCO COUNTY, FLORIDA in which the action of PASSION 4 PITS RESCUE, INC. vs. KS DVM, INC. d/b/a HAYS TOWNE VETERINARY HOSPITAL and KERRI SLOMCENSKI, Case No. 2016 CA 001005 is pending, and binds me to the provisions of the Stipulated Protective Order, including to all promises undertaken in the Order, as if originally agreed by me.

FURTHER AFFIANT SAYETH NOT:

This _____ day of _____, 2017.

By:

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____ as _____, who is _____ personally known to me or who has _____ produced _____ as identification.

Notary Public

My Commission Expires: