

IN THE COUNTY COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA
COUNTY CIVIL DIVISION

BANG AUTOGLASS LLC
o/b/o DESIRE LONG,

Plaintiff,

vs.

Case No. 2025-SC-009483-O

GEICO CASUALTY COMPANY,

Defendant.

_____/

**ORDER GRANTING THE PARTIES' JOINT MOTION FOR THE COURT TO
DETERMINE THE CONFIDENTIALITY OF COURT RECORDS, FOR PROTECTIVE
ORDER ON THE PARTIES' CONFIDENTIAL AGREEMENT, AND SEALING ORDER**

This matter is before the Court on The Parties' Joint Motion for the Court to Determine the Confidentiality of Court Records and for Protective Order on the Parties' Confidential Agreement filed by Defendant and Plaintiff (the "Joint Motion") pursuant to Florida Rule of General Practice and Judicial Administration 2.420. The Parties jointly move for the Court to determine the confidentiality of a court record and for entry of a protective order precluding the Parties' public disclosure of the court record, which is a confidential settlement agreement entered into by the Parties and other third, nonparties (the "Confidential Agreement"). The Parties seek an order sealing the Confidential Agreement as set forth in this Order.

Having reviewed the court file, considered the respective positions of the parties, considered the applicable authority, and being otherwise being fully advised in the premises, it is hereby **ORDERED and ADJUDGED** as follows:

1. The Parties' Joint Motion is hereby **GRANTED** as follows:

- a. Confidentiality of the Parties' Confidential Agreement (Docket Index #32 - filed on August 1, 2025) is required to: (1) avoid substantial injury to innocent third parties not named in this suit; and/or (2) to avoid substantial injury to the named parties by disclosure of matters protected by a common law or privacy right not generally inherent in this type of proceeding. To the extent the Parties' Confidential Agreement contains competitively and commercially sensitive information pertaining to the Parties' businesses, the nature and/or settlement of disputed or potentially disputed claims, and the obligations of the Parties to resolve disputed or potentially disputed claims, same must remain confidential in order to avoid substantial injury to the Parties.
- b. The confidential information must be maintained under seal for the duration of the subject case and/or until further order of this Court, after notice to the Parties, and upon consideration of the ongoing interests of the Parties. The Court finds that no less restrictive measure is available to protect these interests and the degree, duration, and manner of confidentiality ordered herein is no broader than necessary to protect these interests.

2. Pursuant to Florida Rule of Civil Procedure 1.280, the Court further enters a protective order requiring the Parties to maintain the confidentiality of the Parties' Confidential Agreement and its terms and conditions by requiring:

- a. That if a Party files the Confidential Agreement or any documents that reference confidential terms or conditions within the Confidential Agreement, then that Party must also file a Notice of Filing of Confidential Court Records sufficiently informing the Clerk of Court of the filing containing the Confidential Agreement and/or identifying the portions within a filing containing references to the Confidential Agreement's confidential terms and

conditions, and requesting that the filing and/or portions of the filing be sealed; and

- b. That if a Party files the Confidential Agreement, then that Party must only file the redacted version of the Confidential Agreement as approved by the Parties and filed in connection with the Parties' Joint Motion, unless otherwise ordered by the Court.

3. The Clerk of the County Court shall continue to maintain under seal the following documents and information related to this matter and keep such documents and information from public access: The "Confidential Settlement and Release Agreement" entered into between the Parties with an effective date of November 29, 2023, and all references to the terms and conditions contained within the Confidential Agreement, as filed with Defendant's Notice of Confidential Information within Court Filing filed in this matter on August 1, 2025.

4. It is further **ORDERED** that any materials sealed pursuant to this Order may otherwise be disclosed only as follows:


- a. To any judge of this Circuit for case-related reasons;
- b. To the Chief Judge or his or her designee;
- c. To the following specific individuals:
 - i. The Parties named in this lawsuit, as well as counsel for the respective Parties; and/or
- d. By further order of the Court.

5. It is further **ORDERED** that any materials sealed pursuant to this Order shall be conditionally disclosed upon the entry of a further order by this Court finding that such disclosure is necessary for purposes of judicial or governmental accountability or First Amendment rights.

6. It is further **ORDERED** that the Clerk is hereby authorized to unseal any materials sealed pursuant to this Order for the purpose of filing, microfilming or imaging files, or transmitting a record to an appellate tribunal. The materials shall be resealed immediately upon completion of the filing.

7. It is further **ORDERED** that, within 10 days of the date of this Order, the Clerk shall post a copy of this Order on the Clerk's website and in a prominent public location in the County Court for the Ninth Judicial Circuit in and for Orange County, Florida for a period of 30 days to provide public notice.

DONE AND ORDERED in Orange County, Florida on the date shown on the electronic signature.

08/29/2025 19:40:08
2025-SC-009483-O

Signed by Jeramy C. Beasley 08/29/2025 19:40:08 9xhOLis8
Hon. Jeramy C. Beasley
County Court Judge

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing was filed with the Clerk of the Court by using the Florida Courts E-Filing Portal System. Accordingly, a copy of the foregoing is being served on this day to all attorney(s)/interested parties identified on the ePortal Electronic Service List, via transmission of Notices of Electronic Filing generated by the ePortal System. Movant is responsible for serving any party not participating in electronic filing and then filing a certificate of service within three (3) business days of this Order.

/s/ Samari Figueroa, Judicial Assistant to Judge Jeramy C. Beasley