

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

HALIFAX HOSPITAL MEDICAL CENTER, a
FLORIDA SPECIAL TAX DISTRICT, d/b/a
HALIFAX HEALTH and ITS AFFILIATED
ENTITIES, and MEDICAL CENTER OF
DELTONA, INC.,

Petitioners,

v.

UNITEDHEALTHCARE OF FLORIDA, INC.,

Respondent.

Case No. 2025-CA-007690-O

**ORDER DETERMINING ARBITRATION AWARD AS CONFIDENTIAL
AND DENYING RESPONDENT'S CONDITIONAL MOTION FOR STAY AS MOOT**

THIS CAUSE is before the Court on Petitioner's Motion to Determine Non-Confidentiality of Court Record and Respondent's Conditional Motion for Stay. The Court has considered the parties' written submissions, the record in this proceeding, and the applicable law, as well as having heard arguments from counsel on March 31, 2026. The Court, being fully advised in the premises, issues the following order and **FINDS** as follows:

I. Relevant Procedural History and Factual Background

1. Petitioner Halifax Hospital Medical Center, a Florida Special Tax District, d/b/a Halifax Health and its Affiliated Entities and Medical Center of Deltona, Inc. ("Halifax") and Respondent UnitedHealthcare of Florida, Inc. ("United") were parties to a Hospital Participation Agreement ("Agreement").

2. The Agreement contained a dispute resolution provision requiring that any disputes about the parties' business relationship be submitted to binding arbitration before the American Arbitration Association.

3. A dispute arose, and Halifax filed an arbitration proceeding on March 15, 2022.

4. The arbitrator entered a final award ("Final Award") on July 14, 2025.

5. United alleges that it fully paid the arbitrator's award. Halifax acknowledges that United paid an amount it contends is the entire award, but asserts that additional sums remain owed pursuant to its interpretation of the award.

6. Halifax filed a Petition to Confirm Arbitrator's Award on August 11, 2025, and simultaneously filed a Motion to Determine Non-Confidentiality of Court Records, seeking authorization for the full arbitrator's final award to be placed into the public court record. Neither of these documents assert or allege that the arbitrator's award was not fully satisfied, as a basis for filing the full arbitrator's final award in the public court file.

7. On September 9, 2025, United filed its Motion to Dismiss Plaintiff's Petition to Confirm Arbitration Award as Moot, arguing that the arbitrator's damages calculation was fully and timely paid by United and therefore confirmation of the award was unnecessary and rendered moot.

8. On December 15, 2025 Halifax responded to the arguments put forth in United's Motion to Dismiss alleging that mootness is not a valid legal basis for dismissing a Petition to Affirm the arbitrator's award. The response further asserts that the amount allegedly paid by United was a) not supported by competent evidence and reflects only attorney argument, and b) even if accurate, the payment United claims to have made on August 1, 2025 did not accurately calculate the interest payments, rendering the payment insufficient to fully satisfy the award.

II. Confidentiality

9. The Court recognizes the broad public policy in favor of public disclosure of court records. Indeed, “[t]here is a presumption that court files are open to the public and every person has the right to inspect or copy any public record made or received in connection with the official business of any public body.” *Barfield v. Doe*, 348 So. 3d 1156, 1157 (Fla. 4th DCA 2022) (citation modified). “Of course, the rule has exceptions, and Rule 2.420(c) provides for limited situations when judicial records may be shielded from the public.” *Id.*

10. United asserts that there are three bases on which the Court should find the Final Award to be confidential: **First**, the original Agreement between the parties provides that “[n]either party shall disclose to third parties any confidential or proprietary business information which it receives from the other party.” **Second**, during the course of the arbitration proceedings, the parties stipulated and agreed to confidentiality through a protective order titled “Stipulated and Agreed HIPAA Qualified Protective Order.” **Third**, the arbitrator expressly designated the Final Award as confidential.

11. The Court finds the parties’ Agreement, the Stipulated and Agreed HIPAA Qualified Protective Order, and multiple orders of the arbitrator collectively reflect the parties’ mutual understanding that the arbitration proceedings and all materials derived therefrom would remain confidential.

12. The presumption of public access to the Final Award is further diminished by the nature and purpose of the arbitration proceeding. While neither the Court nor the parties can point to Florida case law directly on point, federal courts applying the common law right of public access have drawn a critical distinction between two categories of confirmation proceedings: those filed for the legitimate purpose of enforcing an unsatisfied award, and those filed after an award has

been fully satisfied for the purpose of placing otherwise-confidential arbitration materials in the public record for other purposes. In the latter category, courts have found that the presumption of public access is weakened and that constitutes a countervailing consideration *against* disclosure. See *Stafford v. Int’l Bus. Machs. Corp.*, 78 F.4th 62, 70–71 (2d Cir. 2023) (holding presumption of access “weaker” where petition to confirm was moot and petitioner’s “apparent purpose in filing the materials publicly is to launder their confidentiality through litigation”); see also *Eletson Holdings, Inc. v. Levona Holdings Ltd.*, 2023 WL 5956144, at *4–5 (S.D.N.Y. Sept. 13, 2023) (distinguishing between a legitimate confirmation proceeding where the award is “the object and very heart of the dispute” and a proceeding used as a “vehicle[] to force the disclosure of otherwise-confidential materials,” and finding sealing appropriate in the latter).

13. Despite these cases, Florida’s statute remains clear on the issue of when confirmation of the award is the right of the parties, stating “the court shall issue a confirming order unless the award is modified or corrected pursuant to s. 682.10 or s. 682.14 or is vacated pursuant to s. 682.13.” Fla. Stat. 682.12.

14. The Court will not, however, conflate the issue of a party’s entitlement to confirmation of the arbitrator’s award, and the issue of whether or not it is necessary or appropriate to file in the court file the full unredacted arbitrator’s final award. These are distinct questions, and in this case they warrant distinct answers.

15. Currently the parties offer differing arguments regarding whether the arbitrator’s final award was fully paid, timely and properly tendered or remains partially unpaid. (It does not appear that Halifax is disputing that the original award amount was paid, but argues it has not been “fully paid” because interest was not correctly calculated and paid.) Either way, there is currently

no motion seeking enforcement of the award, only a petition seeking to confirm the arbitrator's final award.

16. Florida courts recognize that sealing a court record is appropriate where necessary to protect trade secrets. *Barron v. Fla. Freedom Newspapers, Inc.*, 531 So. 2d 113, 118 (Fla. 1988). Florida's Uniform Trade Secrets Act additionally mandates that a court shall preserve the secrecy of trade secrets by reasonable means, which may include sealing the records of the action. Fla. Stat. § 688.006; *see also* Fla. R. Gen. Prac. & Jud. Admin. 2.420(c)(9)(A)(ii).

17. United's submission identifies specific provisions of the Final Award that constitute trade secrets and proprietary business information within the meaning of Florida Statute § 688.002 and the parties' Stipulated and Agreed HIPAA Qualified Protective Order. The designated provisions reflect United's internal business practices, claims adjudication methodologies, reimbursement determination processes, and commercially sensitive operational information, like the terms of the parties' agreement, that derives independent economic value from not being generally known or readily ascertainable by others. *See, e.g., Lake Worth Surgical Ctr., Inc. v. Gates*, 266 So. 3d 198, 202 (Fla. 4th DCA 2019) (“[W]e agree with the Second District that internal cost structure information, including methodologies or formulas used to compute pricing and insurance reimbursement rates, constitutes trade secret information.”); *Columbia Hosp. (Palm Beaches) Ltd. P'ship v. Hasson*, 33 So. 3d 148, 150 (Fla. 4th DCA 2010) (“Here, no one disputes that hospital's reimbursement data are confidential and exempt from public records laws, see § 408.061(1)(d), Fla. Stat. (2009), or that the terms of its managed care contracts and reimbursement information are confidential, § 395.3035(2), Fla. Stat. (2009)”); *see also* § 768.0427(2)(e) (“Individual contracts between providers and authorized commercial insurers or

authorized health maintenance organizations are not subject to discovery or disclosure and are not admissible into evidence”).

18. Halifax argues that almost all of the arbitrator’s final award constitutes publicly available information and not trade secrets, but documents do not have to be 100% comprised of identifiable trade secrets for the document to be appropriately protected. The arbitrator’s final award contains multiple references to the Agreement between the parties, and the award contains calculations of appropriate reimbursement under the terms of the Agreement.

19. As demonstrated by the Final Award itself, United has consistently taken steps to maintain the secrecy of this information throughout the arbitration proceeding. The Court finds that the provisions identified in United’s submission qualify as trade secrets and proprietary business information entitled to protection under Florida law.

20. The Court further finds that the degree, duration, and manner of confidentiality ordered herein (redaction of specific identified provisions from the publicly filed version of the Final Award while confirming the award and maintaining a complete unredacted version under seal) is no broader than necessary to protect United’s legitimate trade secret and proprietary business interests, and is consistent with the requirements of Florida Rule of General Practice and Judicial Administration 2.420(c)(9)(B).

21. In conjunction with this motion, United filed a “Conditional Motion to Stay of Any Order or Judgment Determining Non-Confidentiality of Arbitration Award.”

22. The Court directed United to identify, with specificity and by reference to the applicable categories in the Protective Order, the provisions of the Final Award it contends are entitled to confidential treatment, and directed Halifax to respond.

23. The Court ordered that confidentiality of all matters should be maintained pending further order of this Court.

24. The Court has reviewed United's submission identifying the specific provisions of the Final Award covered by the Protective Order, and Halifax's response thereto.

25. The Court recognizes that the standard governing confidentiality in court proceedings differs from the standard applied in arbitration, and that the parties' Stipulated and Agreed HIPAA Qualified Protective Order governs the categories of information entitled to protection.

26. The Court further recognizes that parties may agree to maintain confidentiality of information in civil litigation to the extent such agreement is not offensive to applicable law, and that the arbitrator's prior determination that the Final Award was confidential—reached after full briefing, argument, and years of familiarity with the proceedings—is entitled to significant weight.

27. United has demonstrated that the provisions it has identified constitute proprietary, business sensitive, or confidential information within the meaning of the Protective Order, and that those provisions shall not be disclosed in the public record.

28. Conversely, Halifax has not demonstrated that the identified provisions are publicly available or otherwise fall outside the scope of the parties' agreement.

29. The Court finds that the parties' confidentiality agreement, as reflected in the Protective Order, is not offensive to applicable law, and shall be honored to the extent of the provisions identified in United's submission.

Accordingly, it is hereby **ORDERED AND ADJUDGED** as follows:

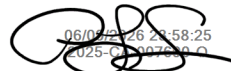
1. The Final Award is hereby **CONFIRMED** pursuant to Florida Statute § 682.12 and United's Motion to Dismiss is **DENIED** pursuant to Florida Statute § 682.12. The Court is compelled by the mandatory language of the statute.

2. Halifax's Motion to Determine Non-Confidentiality of Court Record is **DENIED**. The Final Award shall remain confidential and shall not be filed publicly on the docket of this Court. The Final Award, attached to Halifax's Petition to Confirm Arbitration Award, shall be maintained under seal and shall not be accessible in the public record

3. United's Conditional Motion for Stay of Any Order or Judgment Determining Non-Confidentiality of Arbitration Award is **DENIED AS MOOT** in light of the Court's determination that the Final Award is confidential. The condition upon which United's motion was predicated has not occurred, and accordingly no stay is necessary.

4. The parties shall maintain the confidentiality of all sealed or redacted provisions in accordance with the Stipulated and Agreed HIPAA Qualified Protective Order and this Order.

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



eSigned by Patricia Strowbridge 06/09/2026 23:58:25 eZp5zWCE

PATRICIA L. STROWBRIDGE
CIRCUIT JUDGE

The foregoing was filed with the Clerk of Court by using the Florida Courts E-Filing Portal System. Accordingly, a copy of the foregoing is being served to all attorneys/interested parties identified on the ePortal Electronic Service List, via transmission of Notices of Electronic Filing generated by the ePortal System. **Plaintiff shall serve a copy of this Order on all parties not receiving Notice through the ePortal within three (3) days and shall file a Certificate of Service of the same with the Clerk.**

Copies furnished to counsel of record.

/821527/579#67261961 v1

#67253918 v1