

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

CASE NO: 2025-SC-036801-O

PRESTIGE AUTO & TRUCK GLASS LLC
o/b/o Douglas Hortwell,

Plaintiff,

vs.

GOVERNMENT EMPLOYEES INSURANCE
COMPANY,

Defendant.

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

Plaintiff and Defendant (collectively, “the Parties”) by and through their undersigned counsel and pursuant to Florida Rule of General Practice and Judicial Administration 2.420, 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, a confidential settlement agreement. In support, the Parties state as follows:

1. The Parties seek an order specifically determining the confidentiality of the “Confidential Settlement and Release Agreement” entered into between Plaintiff and Defendant dated November 29, 2023 (the “Confidential Agreement”), and all references to the terms and conditions contained within the Confidential Agreement. The Parties further seek an order protecting the confidentiality of the Confidential Agreement by precluding the Parties from filing, submitting, or otherwise publicly disclosing, certain competitively and commercially sensitive information within the Confidential Agreement.

2. Plaintiff's Statement of Claim alleges that Defendant breached a motor vehicle insurance policy "and any subsequent agreements," to include the Parties' Confidential Agreement. *See generally* Pl.'s Statement of Claim.

3. This information should be considered confidential in order to avoid substantial injury to the Parties by the disclosure of matters protected by a common law or privacy right not generally inherent in this type of proceeding. Specifically, the Confidential Agreement contains competitively 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, which must remain confidential in order to avoid substantial injury to the Parties. Further, although the Court's ability to rule upon Defendant's pending Motion to Dismiss will likely require review of this Confidential Agreement, the agreement as a whole with its commercial and competitively sensitive information are not generally inherent in this type of proceeding. This is because the primary foundation for the alleged breach of contract in this matter is that Defendant allegedly breached its policy of insurance, which is generally referenced in the "Cure Notice" provision of the Confidential Agreement. Hence, the vast majority of the commercial and competitively sensitive information within the Confidential Agreement are not generally inherent in this action.

4. Under Florida law, a confidential settlement agreement that is at issue before the court can be maintained as confidential and sealed to prevent public disclosure. *Platinum Luxury Auctions, LLC v. Concierge Auctions, LLC*, 227 So. 3d 685, 689 n.1 (Fla. 3d DCA 2017). Notably, even when a document becomes an integral part of a case, it does not lose its confidential status. *Hotel Ass'n of New York City, Inc. v. Airbnb, Inc.*, 304 So. 3d 1263, 1264 (Fla. 3d DCA 2020) ("We reject HANYC's contention that Florida law requires that records once sealed may not

remain sealed because they were entered into evidence and became an “integral part” of the proceedings below.).

5. The Parties request that the confidential information be maintained under seal until further order of the Court, after notice to the Parties, and upon consideration of the ongoing interests of the Parties. There is no less restrictive measure available to protect these interests and the degree, duration, and manner of confidentiality sought is no broader than necessary to protect these interests. Specifically, the Confidential Agreement is between Plaintiff and Defendant, as well as a number of other entities, and its commercial and competitively sensitive terms and conditions pertain to issues reaching far beyond the limited scope of the case at bar. Because of the expansive and far-reaching nature of this Confidential Agreement, there is no less restrictive measure available to protect the interests of the Parties.

6. In compliance with Florida Rule of General Practice and Judicial Administration 2.420(d)(4), the undersigned counsel for the Parties have given the requisite notice to all affected non-parties of the Parties’ request for the Court to determine that the Confidential Agreement is confidential. Specifically, all of the potentially affected non-parties are the other contracting entities named in the Confidential Agreement and are all represented by the same law firm of Plaintiff’s undersigned counsel in this Joint Motion. Hence, all of the potentially affected non-parties to the Confidential Agreement are on notice that: “(i) if a motion to determine confidentiality of the court record [i.e., the Confidential Agreement] is denied, then the subject material will not be treated as confidential by the clerk;” and “(ii) if a motion to unseal confidential records or vacate an order deeming records confidential is granted, the subject material will no longer be treated as confidential by the clerk.” Fla. R. Gen. Prac. & Jud. Admin. 2.420(d)(4).

7. Hence, the Parties request the procedural safeguards afforded under Florida Rule of General Practice and Judicial Administration 2.420, which would require, upon this Court's granting of the Parties' Joint Motion and ruling that the Parties' Confidential Agreement is confidential, that the Clerk of the Court designate and maintain the agreement as confidential whenever filed in this matter. *See Fla. R. Gen. Prac. & Jud. Admin. 2.420(d)(1)(C)* ("In civil cases, the clerk of the court is not required to designate and maintain information as confidential unless the filer follows the notice procedures in subdivision (d)(2), files a Motion to Determine Confidentiality of Court Records as set forth in subdivision (d)(3), and the filing is deemed confidential by court order or the case itself is confidential by law.").

8. In addition to determining the confidentiality of the Parties' Confidential Agreement pursuant to Florida Rule of General Practice and Judicial Administration 2.420 and affording the procedural safeguards under such rule upon any filing of the Confidential Agreement, the Parties further request that this Court enter a protective order pursuant to Florida Rule of Civil Procedure 1.280(d), requiring the Parties to maintain the confidentiality of the 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.

MEMORANDUM OF LAW

Florida law codifies the right of the public to access judicial records. *See generally* Fla. R. Gen. Prac. & Jud. Admin. 2.420. However, the importance of protecting and maintaining as confidential information that, if disseminated, could cause harm has also been addressed by the legislature under this rule. “Any court record determined to be confidential in case decision or court rule on the grounds that confidentiality is required to . . . avoid substantial injury to a party by disclosure of matters protected by a common law or privacy right not generally inherent in the specific type of proceeding sought to be closed” may be deemed confidential and exempt from public disclosure so long as “the degree, duration, and manner of confidentiality ordered by the court [are] no broader than necessary to protect the interests set forth [above] and no less restrictive measures are available to protect the interests set forth [above].” Fla. R. Gen. Prac. & Jud. Admin. 2.420(c)(9)(A)(vi).

Parties seeking to maintain as confidential any record filed with a court may seek an order determining that the information therein is confidential and directing the clerk of court to seal and maintain the information as confidential by filing a motion to determine the confidentiality of a court record. Fla. R. Gen. Prac. & Jud. Admin. 2.420(e)(1). When the parties agree, the court may, but is not required to, hold a hearing on the motion. Fla. R. Gen. Prac. & Jud. Admin. 2.420(e)(3). Once the court reviews the motion and determines that the subject material should be made confidential in the proceeding, the court must enter an order granting the motion and determining the records to be confidential, in order for the parties to be able to file such confidential materials with the court and require the clerk of court to maintain the records as confidential.

Hence, Fla. R. Gen. Prac. & Jud. Admin. 2.420 provides the Parties and the Court procedural safeguards for maintaining the confidentiality of certain court records, to include

providing the basis for the clerk of court to seal or otherwise maintain the confidentiality upon any filing of the subject material in the proceeding.

Additionally, “[o]n motion by a party or by the person from whom discovery is sought, and for good cause shown, the court in which the action is pending may make any order to protect a party or person from annoyance, embarrassment, oppression, or undue burden or expense that justice requires, including . . . that a trade secret or other *confidential* research, development, or *commercial information* not be disclosed or be disclosed only in a designated way.” Fla. R. Civ. P. 1.280(d) (emphasis added).

Here, the Parties agree that the Parties’ Confidential Agreement contains confidential and competitively 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, which must remain confidential in order to avoid substantial injury to the Parties. The Parties therefore seek an order from this Court determining that the Confidential Agreement is confidential and directing the Clerk of Court to record and maintain this information as confidential. In addition, the Parties request a protective order designating certain procedural safeguards for protecting the Parties from substantial injury when filing the Confidential Agreement or documents disclosing its terms and/or conditions, namely, by (i) having any Party filing the Confidential Agreement, or any document referencing its confidential terms, to also file a Notice of Filing of Confidential Court Records directing the Clerk of Court to maintain the confidentiality of such filing, and (ii) requiring that the Party only file an agreed, redacted version of the Confidential Agreement.

WHEREFORE, the Parties respectfully request that the Court enter an Order: (1) Granting the Parties’ Joint Motion for the Court to Determine the Confidentiality of Court Records and for

Protective Order on the Parties' Confidential Agreement; (2) Directing the Clerk of Court to seal and/or maintain the confidentiality of any filing of the Parties' Confidential Agreement, and any references to the confidential terms or provisions of the Parties' Confidential Agreement that may be filed in this proceeding thereafter; (3) Requiring that if a Party files the Confidential Agreement or any documents that reference the agreement's confidential terms or conditions, then that Party must also file a Notice of Filing of Confidential Court Records sufficiently informing the Clerk of Court of such filing, and requesting that the filing and/or portions of the filing be sealed; (4) Requiring 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; and (5) Granting any further relief this Court deems just and proper.

CERTIFICATE OF CONFERRAL

I CERTIFY that prior to filing this Motion, I discussed the relief requested in this Motion by written correspondence and or electronic mail on March 24, 2026 with the Opposing Party, and the Opposing Party agrees on the resolution of the Joint Motion.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on March 24, 2026, I electronically filed the foregoing with the Clerk of Court by using the ECF system, which will send a notice to all counsel of record.

/s/ William S England
William S England, Esquire
Fla. Bar No.: 0098941
Chad A. Barr, Esquire
Fla. Bar No.: 55365
Law Office of Chad A. Barr, P.A.
238 N. Westmonte Dr., Suite 200
Altamonte Springs, Florida 32714
Telephone: (407) 599-9036
wseservice@chadbarrlaw.com (Primary)
will@chadbarrlaw.com (Secondary)
Counsel for Plaintiff

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

CASE NO: 2025-SC-036801-O

PRESTIGE AUTO & TRUCK GLASS LLC
o/b/o Douglas Hortwell,

Plaintiff,

vs.

GOVERNMENT EMPLOYEES INSURANCE
COMPANY,

Defendant.

**ORDER GRANTING JOINT MOTION TO FILE CONFIDENTIAL
SETTLEMENT AND RELEASE AGREEMENT UNDER SEAL OF COURT**

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 considered the argument of the Parties and the legal authority within the Parties’ Joint Motion, and otherwise being fully advised in the premises, the Court **GRANTS** the Parties’ Joint Motion as follows:

1. Confidentiality of the Parties’ Confidential Agreement is required to avoid substantial injury to the Parties and third, nonparties by the disclosure of matters protected by a common law or privacy right not generally inherent in this type of proceeding. Specifically, 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, which must remain confidential in order to avoid substantial injury to the Parties.

2. The confidential information must be maintained under seal for the duration of the subject case and 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. Specifically, the Parties' Confidential Agreement and its commercial and competitively sensitive terms and conditions generally pertain to issues reaching far beyond the limited scope of the subject case. Because of the expansive and far-reaching nature of this Confidential Agreement, there is no less restrictive measure available to protect the interests of the Parties.

3. 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.

It is hereby **ORDERED** that:

1. 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 Plaintiff’s Notice of Confidential Information within Court Filing filed in this matter.

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

To any judge of this Circuit for case-related reasons;

To the Chief Judge or his or her designee;

To the following specific individuals: The Parties named in this lawsuit, as well as counsel for the respective Parties; and/or

By further order of the Court.

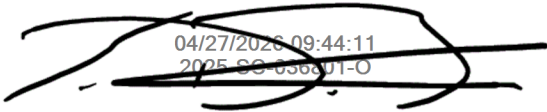
It is further **ORDERED** that any materials sealed pursuant to this Order shall be conditionally disclosed upon the entry of a further order by this Court finding that such disclosure is necessary for purposes of judicial or governmental accountability or First Amendment rights.

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.

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 Chambers in ORANGE County, Florida this _____ day of _____, 2026.



04/27/2026 09:44:11
2025-08-030011-0

eSigned by Eric H. DuBois 04/27/2026 09:44:11 pKfslzHv
The Honorable Eric H. DuBois