

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT  
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA  
CIVIL ACTION**

MASON CLASSICAL ACADEMY, INC.,

PLAINTIFF,

CASE NO.: 19-CA-011779

V.

JOSEPH M. BAIRD,

DEFENDANT.

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**CONFIDENTIALITY ORDER**

THIS CAUSE came before the Court upon the Plaintiff's Motion for Confidentiality Order. The Court, having considered the motion and being otherwise fully advised in the premises, finds that it is therefore ORDERED and ADJUDGED that:

**Parties to the Order:** Plaintiff, Mason Classical Academy ("MCA") and Defendant, Joseph M. Baird ("Baird") (hereinafter collectively the "Parties" and individually a "Party"), are hereby subject to the terms of the following Confidentiality Order (the "Order") that will apply to confidential material and information produced in this litigation.

1. **Designations of "CONFIDENTIAL" Materials.** The Parties and any other non-parties subpoenaed or otherwise producing or providing discovery or evidence in this matter shall have the right to designate as "CONFIDENTIAL," any "material" (as used in this Order, inclusive of documents, records, data, information, electronic records, or other tangible or intangible things) that (i) includes information protected by The Family Educational Rights and Privacy Act or Fla. Stat. 1002.221, or (ii) constitutes or contains trade secrets, confidential financial information, or confidential or proprietary research development or similar type proprietary business information. Such persons making the designation of any "material" as "CONFIDENTIAL" as provided in this

Order shall be referred to herein as a “Designating Party.” Confidential material may also be designated as “CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” and shall be treated as highly confidential, to be used only in connection with the litigation of this action pursuant to the terms of this Order and not for any other purpose.<sup>1</sup>

2. **Designation of Deposition Testimony as “CONFIDENTIAL.”** With respect to deposition testimony, the designation of confidentiality may be made only on a legitimate legal basis, and only by the party being deposed on the record at the time of the deposition, at which time the testimony shall be subject to the full protection of this Order. In the case of testimony not so designated during the course of a deposition, counsel for the Parties or the deponent may, within five (5) days of receipt of the deposition transcript, notify counsel for the Parties of the portion(s) of that the deposition testimony that they believe contains (i) information protected by The Family Educational Rights and Privacy Act or Fla. Stat. 1002.221, or (ii) trade secrets, confidential financial information, or confidential or proprietary research development or similar type proprietary business information, in which case, the designated testimony shall be subject to the full protections of this Order.

3. **Restriction on Disclosure of Designated Material.** No material designated “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” may be disclosed by any Party or any other person, except as set forth in this Order. No Party or any other person may use any material designated “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” for any purpose other than in connection with preparation and adjudication of this action. No copies of such designated material may be made, except by or on behalf of counsel of record for the Parties to this Order, their vendors, their experts and/or consultants, or Court personnel.

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<sup>1</sup> Any material designated as “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” shall be treated the same as material designated as “Confidential” unless otherwise specifically set forth in this Order.

4. **Marking of Designated Material.** Material subject to this Order may be designated by placing the legend “CONFIDENTIAL,” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” on each page of the material or on the cover of a compilation of material. Material produced electronically may be designated as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” by placing the files in a subfolder including the term “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in the name of the subfolder or designating said material as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” via a cover-letter or e-mail. If material is designated as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” via cover-letter or e-mail, the cover-letter or e-mail must include specific bates numbers for the documents being claimed as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY”. The Parties and non-party entities may agree in writing to alternative means of designating any such material. The terms of this Order shall apply to all material produced and designated as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in this case, whether the material was designated as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before the entry of this Order, or after the entry of this Order.

To the extent not inconsistent with any other paragraph herein, this paragraph shall govern material that is produced and inadvertently not initially designated as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” The initial failure to designate material in accordance with this Order shall not preclude the producing Party, at a later date, from designating any material “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY”. The producing Party may, by written notice to counsel of record for the receiving Party, designate previously produced material as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” which it had inadvertently failed to so designate. Upon receipt of such notice, the

receiving Party shall promptly mark its copies of the material accordingly, shall thereafter treat the material as if it has been designated as such, shall restrict the disclosure or use of such material only to those persons qualified pursuant to this Order, and if such material has previously been disclosed to non-parties, take reasonable steps to obtain all such previously disclosed material, and advise such non-parties to treat the designated material confidentially as though originally so designated.

5. **Inadvertent Disclosure of Privileged or Irrelevant Material.** The Parties shall treat the inadvertent disclosure of privileged material or “CONFIDENTIAL” material consistent with the Florida Rules regarding inadvertent disclosures. Likewise, due to the potential of electronically stored information that may be produced in this case, if a Party or non-party later determines that proprietary irrelevant material was inadvertently produced, the Party or non-party making the claim may notify any Party that received the material and request prompt return of that information. The receiving Party may not use or disclose the material until the claim of inadvertent disclosure is resolved and may promptly present the material in camera to the Court for a determination of the claim.

6. **A Non-party’s Protected Material Sought to be Produced in This Litigation.** The terms of this Order are applicable to material produced by any other non-party in this action and designated as “CONFIDENTIAL.” Such material produced by non-parties in connection with this litigation is protected by the remedies and relief provided in this Order. Nothing in these provisions should be construed as prohibiting a non-party from seeking additional protections.

7. **Access to “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES**

**ONLY” Material.** Material designated as “CONFIDENTIAL” shall not be provided, shown, made available, or communicated in any way to any person or entity with the exception of:

- a. Any Party to this Order;
- b. Counsel of record of any Party, and all junior attorneys, paralegals, or clerical persons employed by and working under the direct supervision of counsel of record and their vendors;
- c. Any person not employed by a Party who is expressly retained by a Party, or any attorney described in paragraph 7(b), to assist in litigation of this action, with disclosure of “CONFIDENTIAL” materials only to the extent necessary to perform such work;
- d. Court reporters, acting in their official capacity in this action;
- e. Produced pursuant to any lawful subpoena;
- f. The Court in this action;
- g. Non-party deponents and witnesses at the time of their testimony; and
- h. Authors, senders, or recipients of a document, regardless of who produced said document.

Material designated as "CONFIDENTIAL-ATTORNEYS’ EYES ONLY" may only be disclosed, subject to the specific procedures and provisions contained in this Order, to the following persons and/or entities:

- a. the attorneys in this litigation and agents of such attorneys to whom it is necessary that the material be shown for purposes of this litigation;
- b. third-party experts retained or consulted by counsel to assist in the defense or prosecution of this action and necessary agents of those experts;
- c. any natural person who appears from the face of a particular document to have authored or received it; or
- d. the Court and its personnel, including court reporters and their employees

8. **Undertaking of Persons Receiving Designated Material.** In no event shall any material designated “CONFIDENTIAL” be disclosed to any person described in paragraph 7(c) until that person has executed a written declaration in the form attached hereto as Exhibit A acknowledging that he or she has read a copy of this Order and agrees to be bound thereby. Counsel of record shall be responsible for maintaining a file of all such declarations. The signed declarations shall be available for inspection by the Court and any other Party, except to the extent disclosure would reveal the identity of persons that the Party is otherwise allowed to withhold.

9. **Challenging Designations.** Any Party or non-party deponent may request in writing, to the Party or non-party deponent producing material designated as “CONFIDENTIAL” or “CONFIDENTIAL-ATTORNEYS’ EYES ONLY” that the designation be modified or withdrawn. If any Party disputes the confidentiality of material designated as “CONFIDENTIAL” or “CONFIDENTIAL-ATTORNEYS’ EYES ONLY” (hereinafter, the “Disputing Party”), the Disputing Party shall state that objection and include a basis for the objection, in writing to the Designating Party. The Parties agree to confer by telephone or in person in an effort to resolve any dispute respecting the terms and conditions of this Order. If the Parties are unable to resolve the dispute, the Disputing Party may file and serve a motion seeking a court determination of the Disputing Party’s written notice of the dispute to the Designating Party. Upon any such motion, the burden shall be on the Designating Party to show why its designation is proper, including the basis of its claim that the subject material is Confidential. Until the Court rules on such a dispute, the material in question shall continue to be treated as “CONFIDENTIAL” as designated, provided, however, that the specific materials subject to the motion to determine their confidentiality may be submitted to the Court for *in camera* review in connection with that determination.

10. **Limitations upon the Scope of the Order.** Nothing in this Order shall affect the right of the designating Party or non-party to disclose or use for any purpose not associated with

this Litigation, the material or information produced by it as “CONFIDENTIAL” or “CONFIDENTIAL-ATTORNEYS’ EYES ONLY.”

11. **Maintenance of Material as “CONFIDENTIAL.”** At the conclusion of this litigation, all material produced and designated as “CONFIDENTIAL” or “CONFIDENTIAL-ATTORNEYS’ EYES ONLY” shall be returned to the producing Party or nonparty. Alternatively, the Parties may agree in writing to the destruction of any documents containing “CONFIDENTIAL” or “CONFIDENTIAL-ATTORNEYS’ EYES ONLY” information. The Parties may agree to terms under which counsel for a Party may retain certain “CONFIDENTIAL” or “CONFIDENTIAL-ATTORNEYS’ EYES ONLY” material in strict confidence to comply with governing laws or for other good cause shown.

12. **Filing Designated Material with the Court.** To the extent that any brief, memorandum, transcript of testimony, discovery material, or other document submitted to the Court incorporates or discloses any material designated as “CONFIDENTIAL” or “CONFIDENTIAL-ATTORNEYS’ EYES ONLY”, the filing party shall, prior to filing such document, seek a separate order of the Court permitting such brief, memorandum, transcript of testimony, or other documents, or portion thereof to be filed with the Clerk of Court in a sealed envelope marked with the case caption, a schedule of the envelope’s contents, and the following notation: “Contains Confidential Information; To Be Opened Only By or As Directed By The Court.” Provided, however, that the Parties shall keep requests to file under seal to a minimum and where only portions of submissions contain designated material, only such portions shall be requested to be filed under seal. Further, the Parties acknowledge that these procedures may be modified by the mutual consent of the Parties or as directed by the Court.

13. Nothing herein shall be construed to affect in any way the admissibility of any document, testimony or other evidence at trial. However, in the Pre-Trial Order, counsel for the

parties shall designate exhibits that are designated as "CONFIDENTIAL" or "CONFIDENTIAL-ATTORNEYS' EYES ONLY". Thereafter, the designating Party may move for an appropriate order as to the conditions under which the designated exhibits may be used in connection with trial.

14. In the event that any material designated as "CONFIDENTIAL" or "CONFIDENTIAL-ATTORNEYS' EYES ONLY" is used in any court proceeding in this case, including depositions, it shall not lose its confidential status under this Order through such use, its use shall continue to be subject to the provisions of this Order that are not inconsistent with other orders by the Court regarding their use at trial, and the Parties shall take all steps reasonably required to protect its confidentiality during such use.

15. **Inadvertent Failure to Designate.** The inadvertent failure by a Producing Party to designate material with the correct confidentiality designation shall not waive any such designation. If the Producing Party notifies all Receiving Parties of an inadvertent failure to designate materials as "CONFIDENTIAL" or "CONFIDENTIAL-ATTORNEYS' EYES ONLY," the Producing Party shall reproduce the materials with the correct confidentiality designation within ten (10) days upon its notification to the Receiving Party. Upon receiving the materials with the correct confidentiality designation, the receiving Parties shall destroy all material that was previously produced but not designated properly.

A Receiving Party shall not be in breach of this Order for any use of such inadvertently non-designated or inadvertently mis-designated material before the Receiving Party receives notice of the inadvertent failure to designate. Once a Receiving Party has received notice of the inadvertent failure to designate pursuant to this provision, the Receiving Party shall treat such material at the appropriately designated level pursuant to the terms of this Order.

16. **Order Lasts After Termination of Lawsuit.** Neither the termination of this Action nor the termination of the employment, engagement, or agency of any person who had access to



any "CONFIDENTIAL" or "CONFIDENTIAL-ATTORNEYS' EYES ONLY" information shall relieve any person from the obligation of maintaining both the confidentiality and the restrictions on use of any such designated material that was disclosed pursuant to this Order. The Court shall retain jurisdiction to enforce the terms of this Order.

**17. Return of Documents Following the Lawsuit.** No later than sixty (60) days after the final disposition of this Action and of any appeals, all "CONFIDENTIAL" or "CONFIDENTIAL-ATTORNEYS' EYES ONLY" documents (and all copies, abstracts, or compilations thereof) and any documents referring to such designated information received under the provisions of this Order shall be returned to the Producing Party's counsel, or in the alternative and with the written consent of the Producing Party's counsel, shall be destroyed.

**18. Return of Inadvertently Disclosed Material.** In the event of a disclosure of any material designated as "CONFIDENTIAL" or "CONFIDENTIAL-ATTORNEYS' EYES ONLY" pursuant to this Order to any person or persons not authorized to receive such disclosure under this Order, the Party (or non-party) responsible for having made such disclosure, and each Party (or non-party) with knowledge thereof, shall immediately notify counsel for the Producing Party whose "CONFIDENTIAL" or "CONFIDENTIAL-ATTORNEYS' EYES ONLY" information has been disclosed and provide to such counsel all known relevant information concerning the nature and circumstances of the disclosure. The responsible disclosing Party shall also promptly take all reasonable measures to retrieve the improperly disclosed material and to ensure that no further or greater unauthorized disclosure and/or use thereof is made. Unauthorized or inadvertent disclosure does not change the status of material or waive the right to hold the disclosed document or information as "CONFIDENTIAL" or "CONFIDENTIAL-ATTORNEYS' EYES ONLY."

**DONE AND ORDERED** in Chambers at Hillsborough County, Florida, this \_\_\_\_ day of  
November, 2020.

19-CA-011779 11/13/2020 8:41:45 AM  
**19-CA-011779 11/13/2020 8:41:45 AM**

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Honorable Caroline Tesche Arkin  
Circuit Judge

Copies to:  
Counsel of Record

**EXHIBIT A**  
**ACKNOWLEDGEMENT OF RECEIPT AND ORDER**  
**TO BE BOUND BY DISCOVERY CONFIDENTIALITY ORDER**

I, \_\_\_\_\_ hereby certify that I have read the Confidentiality Order (the “Order”) in the action entitled: *Mason Classical Academy, Inc. v. Joseph M. Baird.*, Case No.: 19-CA-011779, and agree to be bound by all of its terms as they apply to me. I further certify I will fully comply with the Order and all of its terms and restrictions as such shall apply to me. I agree that I shall (i) not disclose material designated as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or any information contained therein to anyone other than persons permitted to have access to such material pursuant to the terms and restrictions of the Order, (ii) not use the material designated as “CONFIDENTIAL” “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or any information contained therein for any purpose other than this litigation, and (iii) maintain the appropriate security as to material designated as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or any information contained therein made available to me and restrict access thereto. I further agree that, upon termination of this action, or sooner if so requested, I shall return to counsel who provided the material to me, all material designated as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or that contains information from such material provided to me, including all paper and electronic copies and excerpts thereof.

I understand that violation of these conditions of the Order may be punishable by Court and I waive any objection to the Court’s jurisdiction in any action to enforce the obligations imposed on me by the Order.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

Phone: \_\_\_\_\_