

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT
IN AND FOR INDIAN RIVER COUNTY, FLORIDA

CASE NO. 312025CA000569AXXXVB

THE HILL GROUP, INC.,
Plaintiff,

v.

JASON "JAY" KRIEGER,
Defendant.

JASON KRIEGER,
Counter-Claimant,

v.

THE HILL GROUP, INC.,
Counter-Defendant.

AGREED CONFIDENTIALITY ORDER

THIS CAUSE came before the Court and after being advised of the agreement of the parties to this case, it is

ORDERED AND ADJUDGED as follows:

1. The Parties listed in the above-captioned lawsuit agree to be bound by the terms of this Order as if signatories hereto.

2. This Order shall extend to any documents or testimony designated as "CONFIDENTIAL" according to the terms and provisions set out below.

3. Definition of "Confidential Information". "Confidential Information" is defined as follows: personal financial information, including but not limited to tax returns and bank statements (including, without limitation, personal accounts, trust accounts, and corporate accounts); confidential or private personal information; asset planning or wealth management planning documents; trust agreements or other estate planning documents; proprietary business information or documentation; or all other information that a party or non-party deems "Confidential Information." Confidential Information does not include information that has been

disclosed in the public domain. The parties may designate Confidential Information as “CONFIDENTIAL” or as set forth in Section 6 below.

4. Application of Confidentiality Order. This Confidentiality Order governs the handling of all Confidential Information (and including all copies, excerpts, and summaries thereof) produced, given or filed during discovery and other proceedings in this lawsuit. The provisions of this Confidentiality Order shall apply to the parties to this action, and any other persons producing or disclosing Confidential Information in this lawsuit who agree or are ordered to be bound by this Confidentiality Order. The term “person” shall include both the named parties and third parties who have agreed or been ordered to be bound by this Confidentiality Order.

5. Duty of Good Faith. Each party or non-party that designates information or items for protection under this Confidentiality Order must act in good faith to limit any such designation to specific material that qualifies under the appropriate standards. If it comes to a party’s or a non-party’s attention that information or items that it designated for protection do not qualify for protection at all, that party or non-party must promptly notify all other parties that it is withdrawing the incorrect designation.

6. Designation. Any party or person that produces or gives Confidential Information may designate information as “CONFIDENTIAL” if the producing Party or Non-party and their attorney in good faith determines that the information meets the definitions stated in this Order. The designation of “CONFIDENTIAL” may apply to any “Confidential Information” under Section 4. If any designating Party or Non-Party believes that a document or information that does not meet the definitions stated in this Order should nevertheless be considered “CONFIDENTIAL” information, then that Party may make an application to the Court for a ruling on what designation, if any, is appropriate. THE PARTIES ACKNOWLEDGE THAT THIS CONFIDENTIALITY

ORDER DOES NOT CONFER BLANKET PROTECTIONS ON ALL DISCLOSURES OR RESPONSES TO DISCOVERY AND THAT THE PROTECTION IT AFFORDS EXTENDS ONLY TO INFORMATION THAT IS ENTITLED TO BEING TREATED AS CONFIDENTIAL UNDER APPLICABLE LEGAL PRINCIPLES.

(a) Designation of Documents. All documents designated as “CONFIDENTIAL” by a Party shall be deemed confidential unless and until a Party challenges and the Court deems the document as non-confidential. Further, all financial documents, including, but not limited to, asset planning, general ledgers, tax returns, financial reports, budgets, bank statements, trust agreements, financial statements, personal financial information, personal tax information, documents with social security numbers, or financing documents, produced by the Parties or received from third-parties shall be deemed “CONFIDENTIAL” without the necessity of a Bates label designating said documents as such.

(b) Designation of Deposition Testimony. Deposition testimony may be designated, in whole or in part, as Confidential Information by either (i) oral designation on the record during the course of the deposition, or (ii) in writing served upon counsel for all parties by noting the page and line numbers designated within twenty-one (21) days after the designating party receives a copy of the final deposition transcript. If deposition testimony is designated as Confidential Information, the court reporter shall separately bind the “Confidential” portions of the deposition transcript and shall stamp the words “Confidential,” as appropriate, on each page. The cover page of a deposition transcript containing any designated portions shall also indicate that it contains portions of testimony subject to this Confidentiality Order. During the time period between the deposition testimony and the deadline to designate such testimony as Confidential Information, the deposition testimony in its entirety shall be designated and treated as “Confidential.” Nothing in this paragraph shall prohibit or be used to exclude a party or party representative from attending and sitting through a deposition.

(c) Inadvertent Failure to Designate. The inadvertent failure to mark the legend on the document, deposition transcript, thing or other material, where notice has otherwise been given that it is Confidential, shall not except it from the provisions of this Confidentiality Order if the party “redesignates” such material as “Confidential.” Such

“redesignation” shall be accomplished by notifying each party in writing of the material to be redesignated “Confidential.”

7. Any documents or information designated as “Confidential Information” in this case shall be kept confidential by the parties and used solely for the purpose of investigating and prosecuting or defending the claims and defenses asserted in this matter or in other matters between the parties and for no other purpose. In no event shall any documents or information identified as “Confidential Information” produced, generated, or disclosed in this case be used directly or indirectly for commercial or competitive purposes, or be publicly disclosed, or be used in any case or controversy, other than matters between the parties.

8. MR. KRIEGER WILL PRODUCE HIS 64GB USB THUMB DRIVE FOR INSPECTION AS PART OF THIS LITIGATION AT THE OFFICE OF MR. KRIEGER’S LEGAL COUNSEL. THE INSPECTION SHALL TAKE PLACE AT A MUTUALLY AGREEABLE DATE AND TIME. MR. KRIEGER MAINTAINS PERSONAL AND SENSITIVE INFORMATION ON THE USB DRIVE INCLUDING, BUT NOT LIMITED TO, PERSONAL FINANCIAL DOCUMENTS, PERSONAL BUDGETS, ASSET PLANNING DOCUMENTS, ESTATE PLANNING DOCUMENTS, PERSONAL, CONFIDENTIAL INFORMATION OF HIS WIFE AND CHILDREN, FEDERAL FIREARM SECURITY CLEARANCE DOCUMENTS, AND PERSONAL SECURITY INFORMATION, SUCH AS PASSWORDS, SECURITY PASSCODES, AND THE LIKE. THE PARTIES AGREE THAT MR. KRIEGER’S PERSONAL INFORMATION CONTAINED ON SAID USB DRIVE SHALL BE AUTOMATICALLY DESIGNATED AS CONFIDENTIAL FOR ATTORNEY AND EXPERT EYES ONLY, AND SUCH PERSONAL INFORMATION SHALL NOT BE SHARED OR DISCLOSED TO PLAINTIFF, THE HILL GROUP, INC.

9. A Party’s acceptance of, or declination to challenge, the designation of any

document, testimony, or other matter as “CONFIDENTIAL” pursuant to this Confidentiality Order shall not be deemed an admission of that document, testimony, or matter’s confidentiality or an admission of any other matter at issue in this lawsuit, and no Party may rely on a designation, or non-designation, of confidentiality pursuant to this this Confidentiality Order to establish any matter at trial or in a dispositive motion.

10. Except for Mr. Krieger’s personal information on the 64GB USB drive described in paragraph 8 above, the information designated as “CONFIDENTIAL” in this lawsuit may be disclosed to (i) outside counsel for the parties, and other clerical, paralegal and other staff employed by such counsel,; (ii) officers, directors, and employees of the parties to this lawsuit; (iii) the Court, its staff, and court reporters transcribing testimony; (iv) any actual, non-party witness or and any independent experts or independent consultants who are assisting in the prosecution or defense of this lawsuit to the extent reasonably necessary, and counsel for such witness, as long as they sign the form attached hereto as Exhibit A; (v) outside vendors who perform photocopying, computer support, litigation support, and creation of demonstratives, but only for so long as necessary to perform those services; and (vi) jurors at any trial in this litigation. As stated in paragraph 8 above, any of Mr. Krieger’s personal information on the 64GB USB drive, which shall be designated as “CONFIDENTIAL – For Attorney and Expert Eyes Only”, disclosed in this lawsuit may only be disclosed to (i) outside counsel for the parties, and (ii) any independent experts or consultants who are assisting in the prosecution or defense of this lawsuit to the extent reasonably necessary, as long as they sign the form attached hereto as Exhibit A.

11. This Order shall not abrogate or diminish any contractual, statutory or other legal obligation or right of any party or person with respect to confidential information.

12. This Order shall not, in itself, be construed to waive any applicable privilege, work-

product protection, or other protection or to affect the ability of a party to seek relief for an inadvertent disclosure of material protected by privilege, work- product protection, or other protection, as long as the producing party or person, promptly after discovery of the inadvertent production, notifies the other party or parties of the claim of privilege or other protection or immunity. A party that inadvertently discloses material protected by privilege, work-product protection or other protection shall comply with the terms of Florida Rule of Civil Procedure 1.285.

13. Privileged Material.

(a) If, in connection with the pending litigation, information subject to a claim of attorney-client privilege or attorney work product protection is disclosed ("Disclosed Protected Information"), the disclosure of the Disclosed Protected Information shall not constitute or be deemed a waiver or forfeiture of any claim of privilege or work product protection that a party would otherwise be entitled to assert with respect to the Disclosed Protected Information and its subject matter.

(b) A party may assert, in writing, the attorney-client privilege or work product protection with respect to Disclosed Protected Information. The writing must identify the documents or materials containing the Disclosed Protected Information by Bates- number, if possible, to allow the other parties to identify the documents/materials at issue. At the same time it provides this writing, the party asserting privilege or work product protection shall produce a privilege log with respect to the Disclosed Protected Information setting forth all of the information required under Florida law, and shall provide a certification form to counsel for each receiving party in order to confirm the return, sequestration, or destruction of the Disclosed Protected Information. The receiving party shall, within seven business days of receipt of that writing, return, sequester or destroy all copies of the Disclosed Protected Information and provide a completed certification form to the counsel who supplied the certification form.

(c) The receiving party may move the Court for an order compelling production of the Disclosed Protected Information (a "Privilege Motion"). The moving party shall attempt to file the Privilege Motion under seal and shall not assert as a ground for entering such an order the fact or circumstances of the production.

(d) The Party claiming privilege retains the burden of establishing the privileged or protected nature of any Disclosed Protected Information. Nothing in this paragraph shall limit the right of any Party to petition the Court for an in-camera review of the Disclosed Protected Information. Documents that are produced that contain privileged information or attorney work product shall be immediately returned if the documents appear privileged on their face. All copies shall be returned or destroyed by the receiving party.

14. With respect to any information or document, or portion thereof, which has been designated “CONFIDENTIAL,” any party may at any time serve a written notice of objection to such designation. Counsel shall attempt to resolve the dispute informally. If no agreement can be reached, counsel may move the Court for an Order denying confidential treatment to the documents or information in question. If such a motion is filed, the documents and/or information shall be kept confidential pending a ruling on the motion. The party asserting confidentiality has the burden to prove that the documents and/or information deserve such treatment.

15. To the extent that the Confidential Information (or any pleading, motion or memorandum referring to the Confidential Information) is proposed to be filed or is filed with the Court, those materials and papers, or any portion thereof which disclose Confidential Information, shall be redacted (although un-redacted copies can be submitted to chambers for the Judge to review) or, if not redacted, filed under seal in an envelope marked “SEALED PURSUANT TO STIPULATED CONFIDENTIALITY ORDER,” and such filing under seal shall comply with the applicable requirements under the Florida Rules of Civil Procedure and any applicable Administrative Orders.

16. Use of “CONFIDENTIAL” in Open Court. This Order shall not be construed to govern or affect the admissibility or use of any “CONFIDENTIAL” Discovery Material at trial or at a hearing in open court. Should any Party wish to use any “CONFIDENTIAL” Discovery Material at trial or hearing, that Party shall file such Discovery Material under seal and make a

motion to the judge presiding over that proceeding seeking to use such material at trial or at a hearing in open court.

17. The restrictions on communications and disclosures provided for herein shall survive the termination of litigation between the parties and continue to be binding upon the parties and upon all of the persons to whom documents are designated as “CONFIDENTIAL.” After the termination of litigation (including appeals) pending between the parties as of the date of execution of this Agreement, upon written request, all such documents or information designated “CONFIDENTIAL” shall be destroyed or returned to opposing counsel, and counsel shall confirm that said documents have been destroyed.

18. This Order does not relate to the admissibility of Confidential Information during trial or any evidentiary hearings scheduled in connection with this matter. The Parties and their counsel are free to contest the alleged relevance, admissibility, or discoverability of the Confidential Information at any time.

19. Unauthorized Disclosure of Confidential Information. If a party receiving Confidential Information learns that, by inadvertence or otherwise, (s)he or it has disclosed that Confidential Information to any person or in any way not authorized under this Confidentiality Order, that party shall immediately:

- (a) notify the designating party in writing of the unauthorized disclosure;
- (b) use their best efforts to retrieve all copies of the disclosed Confidential Information; and
- (c) inform the person(s) to whom unauthorized disclosure was made of all of the terms of this Confidentiality Order.

20. Nothing in this Order shall preclude any of the parties from otherwise seeking a modification of this Order through motions made before this Court. This Order remains subject to modification or amendment by the Court *sua sponte* or for good cause shown.

DONE AND ORDERED in Indian River County, Florida on this 8th day of September,
2025.

eSigned by Judge Cynthia L. Cox 09/08/2025 12:13 pm

CYNTHIA L. COX, Circuit Judge

Copies to all counsel of record via eportal service

EXHIBIT A

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT
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Plaintiff,

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Defendant.

_____ /

JASON KRIEGER,

Counter-Claimant,

v.

THE HILL GROUP, INC.,

Counter-Defendant.

_____ /

ACKNOWLEDGEMENT AND AGREEMENT
TO BE BOUND BY CONFIDENTIALITY ORDER

**I, _____, under penalty of perjury and pursuant to Florida Statutes
Section 92.525, declare that:**

1. I have been provided a copy of the Confidentiality Order dated September __, 2025,
entered in the above-styled action (the “Confidentiality Order”).
2. Information, including document and things, designated as “Confidential” as
defined in the Confidentiality Order, is being provided pursuant to the terms and restriction of the
Confidentiality Order.
3. I am familiar with the terms of the Confidentiality Order, and I agree to comply
with and to be bound by its terms.

4. I submit to the jurisdiction of the Circuit Court of the Nineteenth Judicial Circuit in and for Indian River County, Florida, and to venue in Indian River County Florida, for purposes of enforcement of the Confidentiality Order.

5. I acknowledge that violation of the Confidentiality Order may result in penalties for contempt of court.

6. I agree not to use any Confidential Discovery Material disclosed to me pursuant to the Confidentiality Order except for purposes of the above-captioned lawsuit and not to disclosed any of this information to persons other than those specifically authorized by the Confidentiality Order, without the express written consent of the party who designated the information as confidential or by order of the president judge.

7. I agree to notify any stenographic, clerical, or technical personnel who are required to assist me of the terms of this Confidentiality Order and of its binding effect on them and me.

Signature: _____

Name: _____

Signed at _____, _____ this _____ day of _____, 202__.