

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

CASE NO. 312022CA000717XXXXXX

DAVID WILSON,

Plaintiff,

vs.

AMERICAN HONDA MOTOR CO., INC.,

Defendant.

**STIPULATED ORDER PRESERVING CONFIDENTIALITY OF CERTAIN AMERICAN
HONDA MOTOR CO., INC.'S DOCUMENTS PRODUCED IN DISCOVERY**

THIS CAUSE came before the Court on the parties' stipulation, and the Court having accepted that stipulation, and being otherwise duly advised of the premises, it is hereby, **ORDERED AND ADJUDGED** as follows:

The Plaintiff, Davis Wilson ("Plaintiff"), now seek and may in the future seek from American Honda Motor Co., Inc. ("AHM"), and related or affiliated entities (collectively, "Defendant") documents and information which constitute, refer to, or otherwise incorporate trade secrets, confidential, or proprietary research, development, or commercial information (hereinafter referred to as the "Documents" and/or "Information").

AHM recognizes that certain of such Documents and Information may be subject to discovery from time to time in the course of the litigation of the above-captioned matter (hereinafter referred to as the "Action"); AHM has presented evidence that it does not voluntarily authorize the release of its Confidential Documents and Information and that unauthorized release of the Documents and Information would harm AHM and potentially put it at a competitive disadvantage.

1. Confidential Documents and Information (hereinafter referred to as "Confidential Documents" or "Confidential Documents and Information") include any documents or information

that relate in any manner to pricing and sales information, the Dealer Agreement between AHM and the selling and servicing dealerships' documents relating to vehicle pricing and warranty repair pricing, as well as any customer, dealer or warranty claims handling reports, procedures, guidelines or manuals.

2. All Confidential Documents produced or disclosed by Defendant in this Action, whether by volition or pursuant to discovery demand or court order, shall be provided only to Plaintiff, his attorneys, the attorneys' staff and office personnel, and any experts or consultants retained by them or in their employ. Each of those persons are prohibited from disseminating in any fashion, manner or method the Confidential Documents and Information produced by the Defendant, or any of them, including summaries or abstracts thereof, outside the context of this litigation in any manner. Each of those persons may use such Confidential Documents and Information within the context of this litigation, including at depositions and at trial per the terms of this Order, and subject to any further rulings of this Court.

3. No person who examines Documents or Information produced pursuant to this Order shall disseminate orally, in writing or by any other means, any Information derived from such Documents and Information whatsoever to any person not also authorized to examine Documents or items under the terms of this Stipulation.

4. Plaintiff shall maintain a list of all recipients of Documents or Information (including extracts, summaries or digests thereof) (hereinafter referred to as the "List"). If a controversy arises between the parties in regard to this Order, Plaintiff and Plaintiff's attorney shall file the List with the Court in which this Action is heard and shall cooperate and consent to any attempt to have said List sealed.

5. All Information discovered from examination of said Confidential Documents shall be used only in connection with this Action and shall not be used in connection with any other lawsuit, arbitration, claim, proceeding, or for any other purpose, whatsoever.

6. The production of Confidential Documents and Information shall not constitute a

waiver of Defendant's rights to claim in this Action or otherwise that said Documents or Information are privileged or are otherwise non-discoverable, nor shall receipt thereof constitute a waiver of Plaintiff's right to contend that they are not privileged or discoverable.

7. All Confidential Documents and Information (including extracts, summaries and digests thereof) copies of such materials, and all notes arising from the examination of such materials, shall be surrendered to Defendant for destruction at the conclusion of this Action, or shall be destroyed by Plaintiff's counsel. Plaintiff and Plaintiff's counsel shall certify, within twenty (20) days of the conclusion of the final proceedings of this Action, by declaration under penalty of perjury, that the requirements of this paragraph have been met.

8. Defendant shall have the option of requiring that any or all portions of deposition transcripts that relate to the Documents and Information protected by this Stipulation shall be subject to the terms of this Order. Defendant may seek an order regarding the use of such deposition transcripts as well as the use of any Confidential Documents or Information, including, but not limited to, seeking an order to limit their disclosure or seal the record, through a written motion to the Court. Plaintiff and their counsel agree to not oppose the hearing of such a motion on shortened time, or at the time of trial.

9. Each person examining the subject Confidential Documents and Information, including digests, summaries, extracts, and/or notes thereof, or to whom any of the contents thereof are disseminated, hereby agrees to be subject to the jurisdiction of this Court for proceedings regarding contempt and any other proceedings in the event of any violation or alleged violation of this Order. No person shall be allowed to disclose, by any means whatsoever, any Confidential Documents or Information (including digests, summaries and extracts), any notes arising there from, or any description of any things produced, until the person to whom disclosure is to be made has:

- (i) read this Stipulation and Order in its entirety;

- (ii) signed a form of the Acknowledgment attached hereto as Exhibit A signifying agreement to its provisions and consent to the jurisdiction of the Court over his or her person and has had his or her signature notarized.

10. Documents and Information produced by Defendant which are subject to this Stipulation and Order shall be clearly marked, "Privileged and Confidential - Subject to Stipulation and Protective Order, *David Wilson v. American Honda Motor Co., Inc., Nineteenth Judicial Circuit in and for Indian River County, Florida*, Case No. 312022CA000717XXXXXX," or similar language.

11. All Documents and Information designated by Defendant as confidential, proprietary or containing trade secrets, shall retain that designation and shall remain subject to this Stipulation until such time, if ever, as this Court renders a decision, which becomes final, that any Documents or Information are not covered by the terms of the Stipulation.

12. The Court retains jurisdiction to enforce this Order and any Order issued pursuant thereto. Any party seeking to enforce this Order or claiming a breach thereof may move at a noticed hearing for contempt or for appropriate sanctions provided under Florida law. The Court may award attorney's fees and costs to the prevailing party on the motion.

AGREED TO on this 18th day of May, 2023 by:

/s/ Bryan Arcila

BRYAN ARCILA

Florida Bar No. 1022405

Email: barcila@consumerlawcenter.com

KROHN & MOSS, LTD

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Attorneys for Plaintiff

/s/ Justin D. Niznik

JUSTIN D. NIZNIK

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BOWMAN AND BROOKE LLP

1064 Greenwood Boulevard - Suite 212

Lake Mary, Florida 32746-5419

Attorneys for Defendant

DONE AND ORDERED in Chambers, at Indian River County, Florida, this _____ day of _____, 2023

Circuit Court

05/23/2023 10:07:02
2022 CA 000717

eSigned by JANET CARNEY CROOM (NOT) 05/23/2023 10:07:02 p0qH58M

Conformed copies:

Bryan Arcila, Esq./ Krohn & Moss, Ltd.

Justin D. Niznik, Esq./Bowman and Brooke LLC

EXHIBIT A

TO STIPULATION AND CONFIDENTIALITY AGREEMENT AND ORDER

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_____ /

ACKNOWLEDGMENT OF ORDER PRESERVING CONFIDENTIALITY

I hereby acknowledge that I have read the Order Preserving Confidentiality of Certain of American Honda Motor Co., Inc.'s Documents Produced in Discovery, in the above-referenced matter and I agree to be bound by its terms. I also agree to submit to the jurisdiction of the Nineteenth Judicial Circuit Court, in and for Indian River County, Florida, for enforcement of said Order.

Dated: _____ Signed by: _____

Printed Name of Person to be Bound: _____

Address and Telephone Number: _____

STATE OF _____)

)

COUNTY OF _____)