

IN THE CIRCUIT COURT OF THE  
17<sup>TH</sup> JUDICIAL CIRCUIT IN AND FOR  
BROWARD COUNTY, FLORIDA

CASE NO. 13-06883  
DIVISION: 13

IGNACIO DAMIAN FIGUEROA

Plaintiff,

v.

LYNN SZYMONIAK, ESQUIRE, individually  
and as shareholder/member/owner of The  
Szymoniak Firm, P.A.; THE SZYMONIAK  
FIRM, P.A., a Florida professional association;  
HAL J. KLEINMAN, ESQUIRE, individually;  
JANET, JENNER & SUGGS, LLC,

Defendants.

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**AGREED MOTION FOR ENTRY OF  
AGREED PROTECTIVE ORDER REGARDING CONFIDENTIALITY**

COME NOW DEFENDANTS LYNN SZYMONIAK, ESQUIRE AND THE  
SZYMONIAK FIRM, P.A., by and through undersigned counsel, and move this Court, with the  
agreement of all other counsel in this litigation, for entry of the attached Agreed Protective Order  
Regarding Confidentiality (See Exhibit "A"). The parties have agreed to entry of this Order to  
facilitate discovery.

Respectfully submitted,

/s/ Mark A. Cullen

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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I electronically filed the foregoing with the Clerk of the Court by using the E-Filing system on this **17<sup>th</sup> day of April, 2015** which will send a notice of electronic filing to the email listed below or the email address(es) counsel has registered with the E-filing system:

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/s/ Mark A. Cullen

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Mark A. Cullen, Esq.  
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EXHIBIT A

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JANET, JENNER & SUGGS, LLC,

Defendants.

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**AGREED PROTECTIVE ORDER REGARDING CONFIDENTIALITY**

THIS CAUSE came before the Court on the parties' request and agreement to the entry of the following Agreed Protective Order Regarding Confidentiality, and the Court being fully advised in the premises, and in the interest of ensuring that confidential information submitted pursuant to discovery in this litigation is not improperly disclosed, enters the following protective order regarding confidentiality (the "Order"):

1. As used herein, the following words shall have the following meanings:
  - a. "this action" means the lawsuit captioned above;
  - b. "party" or "parties" means the persons or entities listed in the above caption and each party's respective successors, assigns, heirs, and devisees (and their respective counsel);
  - c. "non-party" means any natural person, partnership, corporation, association, or other legal entity not a party in this litigation, and their respective successors, assigns, heirs and devisees;
  - d. "protected person" means any party or non-party that furnishes or has furnished any information or material to any party in connection with this litigation, and includes, for example, deponents;
  - e. "Court" means the Court listed in the above caption or any Court in which this

action may proceed;

f. "disclosed" means shown, divulged, revealed, produced, described or transmitted, in whole or in part;

g. "discovery" means discovery in this litigation;

h. "Confidential" means competitively sensitive business or financial information or any trade secret, proprietary information or other research, development, or commercial information as such terms are used in the Florida Rules of Civil Procedure, and confidential trade secret/business records as defined by §§ 688.002(4); 90.506 Fla. Stat. (2013) or any confidential personal information;

i. "material" means documents or any other form of information submitted by any protected person; and

j. "final resolution" means the conclusion of this litigation, including all appellate proceedings, whether by judgment, settlement or otherwise.

k. "discovery materials" means any documents or information provided by one party to the other in connection with any discovery request in this action.

2. Due to the sensitive nature of the information contained in the discovery materials and due to the fact that there is other litigation involving the parties currently pending in another jurisdiction, all discovery materials provided or exchanged in this action AND all material designated "Confidential" pursuant to this Order shall be used solely for the purpose of this litigation (including preparation, hearings, final hearing, and appeals), shall be maintained in confidence, shall only be disclosed to the parties' attorneys, support personnel, vendors engaged for purposes of this litigation, and retained experts as described below, and shall not be used or disclosed outside of this Litigation or for any other purpose, including business, governmental, commercial, or in any other proceeding (whether judicial, administrative, litigation or other).

3. Any protected person, in complying with discovery requests served upon them in this litigation or with informal discovery requests, may designate any material submitted in response to such discovery requests as confidential. Such designation shall constitute a representation to the Court that the protected person or his counsel believes in good faith that the information so designated constitutes confidential information, as defined in Paragraph 1 of this Order.

4. A protected person designating a document as confidential shall affix to each page of the document containing such material the legend "Confidential" or other similar designation, unless a securely bound multi-page document is designated as confidential or the document is only one page, in which case the first and/or only page of the document need contain said legend. The legend shall not interfere with the legibility of any such document.

5. A protected person designating material as confidential that is in a form other than a document shall specify in writing the information that is confidential at the time that such information is supplied.

6. A protected person and/or any party may, on the record of a deposition, designate portions of a deposition or exhibits used therein as confidential pursuant to the criteria set forth in this Order. To the extent a document used at a deposition has been previously designated as confidential, any testimony with respect to that document shall be treated as confidential without need for further designation. Additionally, within 20 days of the receipt of a deposition transcript, a protected person and/or any party may designate, by page and line, portions of the transcript or exhibits thereto as confidential, and until such time, all parties shall treat the transcript and exhibits in their entirety as confidential. If, by the end of the 20-day period, a protected person and/or any party has designated any transcript portion or exhibits as confidential, then thereafter such transcript portions or exhibits shall be disclosed only in accordance with this Order. If none of the materials is designated as confidential at the end of the 20-day period, then none of the transcript or exhibits shall be treated as confidential.

7. Each person retained by a party to provide expert opinions to whom confidential material is disclosed, other than employees of the protected person that designated such material as confidential, shall to be bound by this Order prior to disclosure of confidential material and shall be obliged to sign the attached form Exhibit A, prior to viewing any of the designated materials. It shall be the responsibility of the party hiring or utilizing the services of a vendor or expert to insure that Exhibit A is signed by the vendor or expert in advance of any view of the designated materials. Each counsel shall be responsible for providing notice of this Order and the terms therein to persons to whom they disclose discovery materials or Confidential materials. Persons to whom discovery materials and Confidential materials are shown shall be informed of this Order and advised that any breach thereof may be punished or sanctioned by the Court. Upon receipt of an executed Exhibit A, counsel shall be responsible for serving a copy of the executed document to all other counsel in the litigation.

8. The parties shall confer and attempt to agree before any final hearing or other evidentiary hearing on the procedures under which confidential material may be introduced into evidence or otherwise used therein. Absent agreement, the Court shall be asked to issue an order governing the use of such confidential material at final hearing or evidentiary hearing upon reasonable notice to all parties and non-parties who have produced such information.

9. In the event that any confidential material is contained in any pleading, motion, exhibit, or other paper (collectively "papers") filed or to be filed with the Court, such papers shall be filed under seal. Confidential material may be redacted from produced documents and filed with the Court without a court seal.

10. The inadvertent production of material without the appropriate designation of confidentiality shall not be deemed a waiver or impairment of any claim of protection of the confidential nature of any such material. Upon receiving notice from a producing protected person that confidential material has not been appropriately so designated, all such material shall

be re-designated and treated appropriately. The party receiving such undesignated confidential material shall make a reasonable good faith effort to ensure that any analyses, memoranda or notes that were generated based upon such material shall immediately be treated in conformity with any such re-designation.

11. This Order shall be without prejudice to the right of any party to bring before the Court the question of whether any particular material is or is not confidential pursuant to this Order, provided that the party has complied with the procedures set forth herein. Each party shall have 30 days following notice of any confidential designation by the opposing party to contest *said* designation. No party concedes by entering into this stipulated Protective Order that any material designated by any protected person as confidential does in fact contain or reflect trade secrets or other confidential commercial or personal information. In the event that a party believes that another party or other protected person has designated material as confidential that is not entitled to such protection, the parties and any affected protected person shall discuss this contention and attempt to resolve the disagreement over the classification of the material. If the parties and the affected protected person cannot resolve the matter, it will be submitted to the Court for resolution. In the case of material provided by protected person who is a non-party, the party that contests the confidentiality designation shall provide reasonable notice to the non-party that the matter has been referred to the Court. In the event that a confidentiality designation by a party is contested, the party designating the material as confidential shall have the burden of showing that the material is entitled to protection.

12. The parties to this litigation reserve all rights to apply to the Court for any order:

- a. modifying this Order;
- b. seeking further protection against discovery or other use of confidential material or information, documents, transcripts, or other material reflecting claimed confidential material.

13. Any protected person requiring further confidentiality protection for any specific documentation or information beyond that provided by this Order may put all parties on notice of the need for additional protection prior to disclosure and petition the Court for a separate order governing disclosure of that specific confidential documentation or information.

14. By entering into this stipulated Protective Order, the parties preserve all objections to the production of documents, preserve all rights to object to the admission of any evidence at time of trial or hearing, and preserve all rights to assert an applicable privilege.

15. Within 60 days after the final resolution of this litigation, each party in possession of confidential materials, and any person to whom disclosure of such materials has been made pursuant to the provisions of this Order, shall return such materials to the party or other protected person that designated them, or alternatively, confirm in writing that the materials have been destroyed and that no copies of the documents have been kept or stored.

16. This Order shall be binding on the parties and on all non-parties and other



persons, who have been served with a copy of this Order and have signed Exhibit A. This Order shall remain in full force and effect and each person subject to this Order shall continue to be subject to the jurisdiction of this Court, for purposes of enforcement or modification by the Court of the terms of this Order, in perpetuity. The Court shall not be divested of the power to enforce the terms of this Order as to any person subject to the terms of this Order by the final resolution of this litigation, or by the filing of a notice of appeal or other pleading which would have the effect of diverting this Court of jurisdiction of this matter generally.

The Court shall retain jurisdiction to enforce the terms of this Order.

**DONE AND ORDERED** in Ft. Lauderdale, Broward County, Florida on this \_\_\_\_ day of

\_\_\_\_\_, 2015.

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WILLIAM H. HAURY, JR.  
CIRCUIT COURT JUDGE

cc:

Eric Bradstreet, Esq.  
Donald St. Denis, Esq.  
Marjorie Salem Hensel, Esq.  
Mark A. Cullen, Esq.  
G. Michael Keenan, Esq

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HAL J. KLEINMAN, ESQUIRE, individually;  
JANET, JENNER & SUGGS, LLC,

Defendants.

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**CONSENT TO BE BOUND BY AND ACKNOWLEDGEMENT OF RECEIPT OF  
AGREED PROTECTIVE ORDER REGARDING CONFIDENTIALITY**

I consent to be bound by and to comply with the terms of the Agreed Protective Order Regarding Confidentiality entered by the Court in this case. I further acknowledge that I have received and read a copy of the Agreed Protective Order Regarding Confidentiality. I understand that I must comply with the terms of the Agreed Protective Order Regarding Confidentiality and I consent to the jurisdiction of the 17<sup>th</sup> Judicial Circuit Court in and for Broward County, Florida which may have jurisdiction over this proceeding regarding compliance with said Order.

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NAME

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DATE

**EXHIBIT "A"**