

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

CASE NO: 2025-SC-028733-O

RAPID AUTO GLASS LLC o/b/o Eremir  
Hernandez Gimén,

Plaintiff,

vs.

GEICO CASUALTY COMPANY,

Defendant.

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**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.

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**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 Defendant's Notice of Confidential Information within Court Filing filed in this matter on August 1, 2025.

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

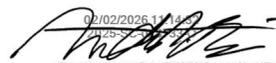
By further order of the Court.

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.

DATED in Chambers, at Orlando, Orange County, Florida, this 2nd day of February 2026.



02/02/2026 11:14:32  
eSigned by Andrew Bain 02/02/2026 11:14:32 cMTsrnxol

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The Honorable Andrew Bain