

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
IN AND FOR SEMINOLE COUNTY, FLORIDA

FOUNTAINHEAD SBF,	)	
	)	
Plaintiff,	)	CIVIL DIVISION
	)	
v.	)	
	)	
OTO ANALYTICS, INC. d/b/a WOMPLY,	)	CASE NO.: 2021-CA-002143
	)	
Defendant.	)	
	)	
	)	
	)	

**ORDER GRANTING DEFENDANT'S MOTION TO DETERMINE
CONFIDENTIALITY OF COURT RECORDS**

THIS CAUSE came before the Court on Defendant's Motion to Determine Confidentiality of Court Records (the "Motion"), and the Court having reviewed the Motion, recognizing that neither party objects to the entry of this Order, and being otherwise fully advised, hereby ORDERS AND ADJUDGES:

1. The Motion is GRANTED.
2. This is a civil dispute arising out of an alleged breach of a PPP Loan Referral Agreement (the "Agreement") entered into between Plaintiff, FOUNTAINHEAD SBF ("Plaintiff" or "Fountainhead"), and Defendant, OTO ANALYTICS, INC. d/b/a WOMPLY ("Defendant" or "Womply").
3. As set forth in the Motion, the Agreement incorporates the terms of the Womply Master Development Agreement, which provides for the confidentiality of certain of Womply's business information, including its pricing information.
4. The Agreement is identified as Exhibit 1 to Plaintiff's Complaint. Further, a Notice of Termination is identified as Exhibit 2 to Plaintiff's Complaint. Both the Agreement

and the Notice of Termination are attached to Plaintiff's Notice of Confidential Information Within Court Filing, which was filed on August 27, 2021.

5. The Agreement and Notice of Termination both contain Womply's confidential and proprietary pricing information. As such, the Agreement and Notice of Termination are confidential pursuant to Florida Rule of Judicial Administration 2.420(c)(9)(A)(ii), which provides that documents containing confidential business information and trade secrets shall be considered confidential and exempt from public disclosure when filed in the Court records.

6. Womply maintains the Agreement, the Notice of Termination, and the pricing information detailed therein, as proprietary and non-public, and confidentiality is required in order to maintain trade secrets and to avoid unfair disadvantage to Womply in revealing to the public, competitors or other third parties, Womply's proprietary information.

7. Neither party's name shall be deemed confidential.

8. The progress docket or similar records generated in this case need not be deemed confidential.

9. The entire Agreement and the entire Notice of Termination (Exhibits 1 and 2 to Plaintiff's Complaint), which are attached to Plaintiff's Notice of Confidential Information Within Court Filing, shall be deemed confidential and maintained as confidential on the docket.

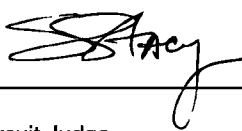
10. The parties to this action shall be permitted to view the confidential information.

11. The Court finds that: (i) the degree, duration, and manner of confidentiality ordered are no broader than necessary to protect the interests set forth in subdivision (c) of Florida Rule of Judicial Administration 2.420; and (ii) no less restrictive measures are available to protect the interests set forth herein.

12. The clerk of the court is directed to publish this Order in accordance with subdivision (e)(4) of Florida Rule of Judicial Administration 2.420.

DONE and ORDERED in Chambers, Sanford, Seminole County, Florida this Thursday, October 14, 2021

59-2021-CA-002143 10/14/2021 11:01:20 AM



Susan Stacy, Circuit Judge
59-2021-CA-002143 10/14/2021 11:01:20 AM

CERTIFICATION OF SERVICE

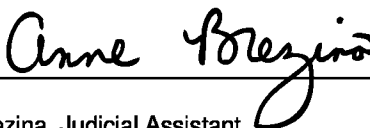
I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by US MAIL/Email or eportal to the following on Thursday, October 14, 2021

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59-2021-CA-002143 10/14/2021 11:09:43 AM



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