

Joseph L. Ackerman, Jr.

From: Natalie A. Trompet
Sent: Friday, February 25, 2011 5:55 PM
To: [REDACTED]; [REDACTED]
Cc: Joseph L. Ackerman, Jr.; [REDACTED]; CHRISTOPHER E. KNIGHT; Lilly Ann Sanchez
Subject: FW: Epstein v Rothstein/Edwards - CONFIDENTIALITY AGREEMENT
Attachments: 0820_001.pdf

Mr. Scarola and Mr. Farmer:

This email was dictated by Mr. Ackerman as follows:

Here is the Confidentiality Agreement we agreed to.

Upon review, please execute and return it to me. Upon receipt of all of the signature pages, I will send a fully executed Confidentiality Agreement to everyone.

Sincerely,

Joseph L. Ackerman, Jr.
Dictate but not reread to expedite delivery

(Natalie)

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2011, by and between Farmer, Jaffe, Weissing, Edwards, Fistos, & Lehrman ("Farmer Jaffe"), Fowler White & Burnett, P.A. ("Fowler"), and Searcy Denney Scarola Barnhart & Shipley, P.A. ("Searcy").

1. With regard to the documents for which Farmer Jaffe claim a work product privilege that Farmer Jaffe is willing to produce, the parties agree to keep these documents confidential, "attorney's eyes only", until Fowler can review it. If the Plaintiff's counsel other than Fowler reviews these documents, he will execute and agree to the provisions of this Confidentiality Agreement. If Fowler believes:

- a. That a document needs to be shown to their client; or
- b. Believes that no privilege applies;

Then Fowler will seek leave of the Special Master, Judge Robert Carney ("Special Master"), before disclosing it to its client. Further, if Fowler believes that the privilege does not apply, it will be addressed before the Special Master as part of the other proceedings relating to claimed privileges. For any document that Farmer Jaffe claims a work product privilege but which it is willing to produce under this paragraph, Farmer Jaffe shall so designate such document for Fowler in a manner in which Fowler will know that the documents are being produced under this paragraph.

2. With regard to the documents that Farmer Jaffe believes are irrelevant to any issues in the *Epstein v Rothstein, Edwards* Litigation, Case Number: 50 2009 CA 040800XXXXMBAG ("Litigation"). Fowler agrees to keep these documents confidential but those documents are subject to review by Fowler's client. If Fowler believes that the document(s) is relevant to the Litigation, Fowler will seek leave before the Special Master for a

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determination prior to disclosure. With regard to the documents produced under this section, Farmer Jaffe shall so designate such document for Fowler in a manner in which Fowler will know that the documents being produced under this paragraph are clearly marked as irrelevant.

3. If documents produced in paragraph 1 are determined to be privileged, the documents will be returned by Fowler to Farmer Jaffe with no copies retained. If the objections to privileged documents are overruled, then the documents will be deemed discoverable, and the Confidentiality Agreement relating to any such documents will no longer apply.

4. If documents produced in paragraph 2 are determined to be irrelevant, the documents will be returned by Fowler to Farmer Jaffe with no copies retained. If the objections to production of documents on the basis of relevancy are overruled, then the documents will be deemed discoverable, and the Confidentiality Agreement relating to any such documents will no longer apply.

5. Fowler agrees that entering into this Agreement and producing these documents as described, does not constitute any waiver of privilege as to these or any other documents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above.

Searcy Denney Scarola Barnhart & Shipley
2139 Palm Beach Lakes Boulevard
West Palm Beach, FL 33409
Telephone: 
Facsimile: 

By: _____
Jack Scarola
Fla Bar No. 169440

Its Authorized Representative

Confidentiality Agreement

Farmer, Jaffe, Weissing, Edwards, Fistos & Lehrman.
435 N. Andrews Avenue, Ste 2
Fort Lauderdale, FL 33301-3268
Telephone: [REDACTED]
Facsimile: [REDACTED]

By: _____
Gary M. Farmer, Jr.
Fla. Bar No. 914444

Its Authorized Representative

Fowler White & Burnett, [REDACTED]
901 Phillips Point, West Tower
777 S. Flagler Drive
West Palm Beach, FL 33401
Telephone [REDACTED]
Facsimile: [REDACTED]

By: _____
Joseph L. Ackerman, Jr.
Fla. Bar No. 235954

Its Authorized Representative