

**IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
IN AND FOR SARASOTA COUNTY, FLORIDA
CIVIL DIVISION**

MICHAEL T. FLYNN,

Plaintiff,

v.

JIM STEWARTSON, et al.,

Defendants.

Case No.: 2023 CA 004264 NC

Division C Circuit

**PLAINTIFF'S AMENDED MOTION FOR
ENTRY OF A PROTECTIVE ORDER ON CONFIDENTIALITY**

Plaintiff, Michael T. Flynn, hereby moves this Court for entry of a protective order on confidentiality pursuant to Fla. R. Civ. P. 1.280(d), and states as follows:

1. Fla. R. Civ. P. 1.280(d) provides that, “for good cause shown,” a party or a person “from whom discovery is sought” may obtain a protective order directing, *inter alia*, “that the discovery may be had only on specified terms and conditions,” or “that a trade secret or other confidential research, development, or commercial information not be disclosed or be disclosed only in a designated way.”

2. “A trial court possesses broad discretion in overseeing discovery, and protecting the parties that come before it.” *Bush v. Schiavo*, 866 So.2d 136, 138 (Fla. 2d DCA 2004) (quoting *Rojas v. Ryder Truck Rental, Inc.*, 625 So.2d 106, 107 (Fla. 3d DCA 1993)).

3. Here, Plaintiff simply asks for a routine discovery order governing the use and disclosure of confidential information and materials exchanged in discovery in this action. Protective orders rarely involve motion practice.

4. To be clear, Plaintiff is *not* asking the Court to determine, on this Motion, that any of his materials or information are, in fact, confidential or appropriate for an attorney’s eyes-only designation. Rather, Plaintiff is simply asking the Court to enter an order that sets the parameters for the exchange of discovery, and a mechanism by which the parties can designate discovery materials as confidential or attorney’s eyes only, and, if necessary, to also challenge those designations. Defendant requests documents and information pertaining to Plaintiff’s financial records, health records, and sensitive communications. See DIN Nos. 123–125. Having a structure in place protecting how to handle such information is routine.

5. Plaintiff’s Motion is also imperative. Defendant frequently makes derogatory posts about Plaintiff and has expressed his excitement about discovery in this matter, declaring to the public on three occasions that “discovery is going to be wild.”¹ Furthermore, Defendant has noted on a donation

¹ Jim Stewartson (@jimstewartson), X (Oct. 3, 2024, 12:31pm), <https://x.com/jimstewartson/status/1841878640512077927>; Jim Stewartson (@jimstewartson), X (Oct. 1, 2024, 11:09pm), <https://x.com/jimstewartson/status/1841314589583278216>; Jim Stewartson (@jimstewartson), X (Sept. 5, 2024, 12:47pm), <https://x.com/jimstewartson/status/1831735810573709470>.

site that his “only income is [his] Substack and donations.”² Therefore, Defendant is hyper-motivated to publish Plaintiff’s sensitive information to obtain subscriptions and donations, and also to intentionally harm Plaintiff. It is troubling, and may foreshadow future problematic conduct, that Defendant would not agree to a protective order. His publicly expressed excitement to engage in “wild” discovery certainly raises suspicions.

6. Additionally, Plaintiff’s request for an attorney’s eyes-only provision is not unique in discovery practice. For example, the Southern District of Florida recently found that financial information is of a “highly private nature,” and ordered that it only be disclosed on an attorney’s eyes-only basis. *Woods v. Reeve*, No. 21-cv-14001, 2022 WL 1166318, at *3 (S.D. Fla. Apr. 20, 2022). For the reasons stated above regarding Defendant’s pattern of animus and motivation, an attorney’s eyes-only provision covering Plaintiff’s financial information, or other information that is considered of a “highly private nature” is warranted. Plaintiff assures the Court that he would not abuse this provision and that it would be used sparingly, as needed.

7. The entry of a protective order in this action should be entirely uncontroversial, with the overall goal of protecting confidential material from public dissemination while creating an efficient process for the exchange of relevant information. Plaintiff’s proposed Protective Order is designed to protect

² Help Me Create a Civilian Defense for Psyops, DONORBOX, <https://donorbox.org/help-me-create-a-civilian-defense-force-for-psyops> (last visited Aug. 7, 2025).

the confidential materials and information of *both* parties in this action. For these reasons, Plaintiff respectfully requests that this Court enter his proposed Protective Order, attached as Exhibit 1.

8. Plaintiff met and conferred with Defendant; however, Defendant does not consent to this Motion.

WHEREFORE, Plaintiff, Michael T. Flynn, respectfully requests this Court enter the attached Protective Order.

CERTIFICATE OF GOOD FAITH

The undersigned hereby certifies that he has conferred in good faith with defense counsel regarding the relief requested herein, and the parties were unable to agree on the issues.

Dated: August 18, 2025

Respectfully submitted,

/s/ Jared J. Roberts
Jared J. Roberts, FBN 1036550
Stephen B. French, FBN 0078761
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Counsel for Michael T. Flynn

CERTIFICATE OF SERVICE

I hereby certify that on August 18, 2025, I have caused a true and accurate copy of the foregoing to be delivered to counsel of record via e-filing.

/s/ Jared J. Roberts
Jared J. Roberts, FBN 1036550

Counsel for Michael T. Flynn

Exhibit 1

**IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
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[PROPOSED] PROTECTIVE ORDER

Proceedings and Information Governed.

1. This Protective Order governs any document, information, or other thing furnished by any Party to any other Party, and it includes any non-party who receives a subpoena in connection with this action. The information protected includes, but is not limited to: answers to interrogatories; answers to requests for admission; responses to requests for production of documents; deposition transcripts and videotapes; deposition exhibits; and other writings or things produced, given or filed in this action that are designated by a party as “Confidential Information” or “Confidential – Attorney Eyes Only Information” in accordance with the terms of this Agreement, as well as to any copies, excerpts, abstracts, analyses, summaries, descriptions, or other forms of recorded information containing, reflecting, or disclosing such information.

Designation and Maintenance of Information.

2. For purposes of this Protective Order, (a) the “Confidential Information” designation means sensitive personal, business, or financial

information which in the ordinary course is neither made available to the general public or an industry at large, and/or which the producing Party would not normally reveal to third parties or would cause third parties to maintain in confidence. By way of illustration, such information may include, but is not limited to, sensitive information regarding business practices, financial records, reporting practices, personnel records, or personal information; and (b) the “Confidential – Attorney Eyes Only” designation means Confidential information that the producing Party reasonably believes is so sensitive that it could jeopardize the safety, security, or well-being, financial or otherwise, of a party or an individual or cause substantial harm to that party or a non-party, if disclosed to persons other than counsel. Confidential Information and Confidential – Attorney Eyes Only Information does not include, and this Protective Order does not apply to, information that is already in the knowledge or possession of the Party to whom disclosure is made unless that Party is already bound by Protective Order not to disclose such information, or information that has been disclosed to the public or third persons in a manner making such information no longer confidential. This Protective Order shall be understood to encompass not only those items or things which are expressly designated as “Confidential” or “Confidential – Attorneys’ Eyes Only,” but also all copies, excerpts, and summaries thereof, as well as testimony, oral communications, and other work product containing “Confidential” or “Confidential – Attorneys’ Eyes Only” information or information derived therefrom.

3. Documents and things produced during the course of this litigation within the scope of paragraph 2(a) above, may be designated by the producing Party as containing Confidential Information or Confidential – Attorneys’ Only Information by placing “Confidential Information” or “Confidential – Attorneys’ Only Information” on each page of the document prior to production of the document. Other records and items shall be prominently marked in a reasonably equivalent way. Designated Material not reduced to documentary, tangible or physical form or which cannot be conveniently designated in the manner set forth herein shall be designated by informing the Receiving Party in writing.

4. A Party may designate information disclosed at a deposition as Confidential Information or Confidential – Attorney Eyes Only Information by requesting the reporter to so designate the transcript or any portion of the transcript at the time of the deposition. If no such designation is made at the time of the deposition, any Party will have fourteen (14) calendar days after the date of the deposition to designate, in writing to the other parties and to the court reporter, whether the transcript is to be designated as Confidential Information or Confidential – Attorney Eyes Only Information. If no such designation is made at the deposition or within this fourteen (14) calendar day period (during which period, the transcript must be treated as Confidential – Attorney Eyes Only Information, unless the disclosing party consents to less confidential treatment of the information), the entire deposition will be considered devoid of Confidential Information or Confidential – Attorney Eyes Only Information. Each Party and the court reporter must attach a copy of any final and timely written designation

notice to the transcript and each copy of the transcript in its possession, custody or control, and the portions designated in such notice must thereafter be treated in accordance with this Protective Order. It is the responsibility of counsel for each Party to maintain materials containing Confidential Information or Confidential – Attorney Eyes Only Information in a secure manner and appropriately identified so as to allow access to such information only to such persons and under such terms as is permitted under this Protective Order.

Inadvertent Failure to Designate.

5. The inadvertent failure to designate or withhold any information as confidential or privileged will not be deemed to waive a later claim as to its confidential or privileged nature, or to stop the producing party from designating such information as confidential at a later date in writing and with particularity. The information must be treated by the receiving Party as confidential from the time the receiving Party is notified in writing of the change in the designation.

Challenge to Designations.

6. A receiving Party may challenge a producing Party's designation at any time. Any receiving Party disagreeing with a designation may request in writing that the producing Party change the designation. The producing Party will then have ten (10) business days after receipt of a challenge notice to advise the receiving party whether or not it will change the designation. If the Parties are unable to reach agreement after the expiration of this ten (10) business day time-frame, the receiving Party may at any time thereafter seek an order to alter the confidential status of the designated information. Until any dispute under this

paragraph is ruled upon by the presiding judge, the designation will remain in full force and effect, and the information will continue to be accorded the confidential treatment required by this Agreement.

Disclosure and Use of Confidential Information.

7. Information designated as Confidential Information or Confidential – Attorney Eyes Only Information may only be used for purposes of preparation, trial, and appeal of this action. Confidential Information or Confidential – Attorney Eyes Only Information may not be used for any other purpose.

8. Confidential Information may be disclosed only to: (a) to the Parties to this Action, including their counsel; (b) to the officers, directors, members and/or employees of the Parties to this Action, solely for purposes of the Action, so long as such non-Party individual to whom disclosure is made is furnished with a copy of this Protective Order and executes an acknowledgment in the form annexed hereto as Exhibit A; (c) any person who authored, possessed, or received the particular material or information sought to be disclosed to that person, but only as to the specific material or information which the person authored, possessed or received at the time the material or information was originally created or disseminated; and (d) to those individuals to whom material designated “CONFIDENTIAL – ATTORNEY’S EYES ONLY” may be disclosed under the terms of paragraph 9.

9. Confidential – Attorney Eyes Only Information may be disclosed to: (a) counsel of record representing the Parties (including their paralegals and regularly employed office staff for the purpose of this action); (b) consultants and

testifying experts hired with respect to this action (who are not Parties or officers, directors, members, employees or independent contractors of the Parties), provided that any such person must first agree in writing to be bound by this Order by signing a document substantially in the form of Exhibit A; (c) court personnel, including stenographers or shorthand reporters, as necessary and appropriate; (d) a third-party witness, prospective witness or deponent, but only for purposes of testimony or preparation of testimony in this case, whether at trial, hearing or deposition, provided that any such person must first agree in writing to be bound by this Order by signing a document substantially in the form of Exhibit A; (e) any person who authored, possessed or received the particular material or information sought to be disclosed to that person, but only as to the specific material or information which the person authored, possessed or received at the time the material or information was originally created or disseminated; (f) any mediators (and assistants or any other employees of such mediators who are actively engaged in assisting the mediators in connection with this case); and (g) copying services, translators, and litigation support firms providing discovery services, consultation, graphics or jury research (including focus group participants) engaged for the purposes of this action

10. Counsel is responsible for the adherence by third-party vendors to the terms and conditions of this Protective Order. Counsel may fulfill this obligation by obtaining a signed Confidentiality Agreement in the form attached as Exhibit A.

11. Nothing herein shall preclude any Party or non-party from (a) showing a document designated as “Confidential Information” or “Confidential – Attorneys’ Only Information” to an individual who either prepared or reviewed the document prior to the filing of this case; (b) using a document or information it created or possessed prior to the filing of this case or that was obtained outside of this action (*i.e.*, not produced through discovery) for the purpose for which it was used prior to the filing of this action, or for any other authorized purpose, despite the document or a copy thereof having been designated as “Confidential Information” or “Confidential – Attorneys’ Only Information” following the filing of this action; or (c) disclosing or using in any manner or for any purpose any information or documents from the Party or a Third Party’s own files that the Party or Third Party itself has not designated as “Confidential Information” or “Confidential – Attorneys’ Only Information”.

Non-Party Information.

12. The existence of this Protective Order must be disclosed to any person producing documents, tangible things, or testimony in this action who may reasonably be expected to desire confidential treatment for such documents, tangible things or testimony. Any such person may designate documents, tangible things, or testimony confidential pursuant to this Protective Order.

Filing Documents with the Court.

13. If any party wishes to file Confidential Information on the court docket, party must provide the opposing party with notice of the Bates number of any document containing such Confidential Information, no less than five days

before the party intends to file the Confidential Information on the docket. Within three days of that notice, the opposing party must respond to identify any portion of the Confidential Information it maintains should not be filed on the public record. If a dispute regarding filing Confidential Information on the court docket still remains, the affected party may file a motion with the Court.

14. Producing or receiving confidential information, or otherwise complying with the terms of this Protective Order, will not (a) operate as an admission by any Party that any particular Confidential Information contains or reflects trade secrets or any other type of confidential or proprietary information; (b) prejudice the rights of a Party to object to the production of information or material that the Party does not consider to be within the scope of discovery; (c) prejudice the rights of a Party to seek a determination by the presiding judge that particular materials be produced; (d) prejudice the rights of a Party to apply to the presiding judge for further protective orders; or (e) prevent the Parties from agreeing in writing to alter or waive the provisions or protections provided for in this Protective Order with respect to any particular information or material.

Conclusion of Litigation.

15. Within sixty (60) calendar days after final judgment in this action, including the exhaustion of all appeals, or within sixty (60) calendar days after dismissal pursuant to a settlement agreement, each Party or other person subject to the terms of this Agreement is under an obligation to destroy or return to the producing party all materials and documents containing Confidential Information or Confidential – Attorney Eyes Only Information, and to certify to

the producing Party that this destruction or return has been done. However, outside counsel for any Party is entitled to retain all court papers, trial transcripts, exhibits, and attorney work provided that any such materials are maintained and protected in accordance with the terms of this Protective Order.

Remedies.

16. Any party may petition the presiding judge for good cause shown if the party desires relief from a term or condition of this Protective Order. Any Party found in breach of this Protective Order will be subject to sanctions at the presiding judge's discretion and each Party will have available all other remedies available under the law.

DONE AND ORDERED in Sarasota, Sarasota County, Florida, on _____, 2025.

The Honorable Hunter Carroll
Circuit Judge

EXHIBIT A

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ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

Name: _____

Company/Firm Affiliation: _____

Address: _____

I hereby certify that I have read the attached Protective Order entered in the above-referenced action (the "Litigation") and agree to be bound by its terms, and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I acknowledge that I cannot use any of the information that is the subject of this Protective Order for any other purpose except as set forth in this Protective Order, and not for any other purpose whatsoever. I will employ reasonable measures to control duplication of, access to, and distribution of Confidential Discovery Materials, as defined in the Protective Order, and I will not reveal Confidential Information to

or discuss them with any person who is not entitled to receive Confidential Information.

Further, I understand and agree that damages for any violation of the Protective Order are not an adequate remedy and that the appropriate remedy includes injunctive relief. I agree that the Circuit Court Of The Twelfth Judicial Circuit In And For Sarasota County, Florida has jurisdiction to enforce the terms of the Protective Order, and I consent to the personal jurisdiction of that Court in an action to enforce the terms of the Protective Order.

Signature

Date