

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY,

Petitioner,

v.

ORTHO FLORIDA, LLL,

Respondent.

APPELLATE DIVISION (CIVIL): AY

CASE NO: 502014CA005260XXXXMB

L.T. NO.: 502013SC011701XXXXMB

Opinion filed: **MAR 10 2015**

Appeal from the County Court in and for Palm Beach County,
Judge Reginald Corlew

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PER CURIAM.

Petitioner State Farm Mutual Automobile Insurance Company seeks to quash a trial court order compelling Petitioner to produce contract with one of its suppliers, Mitchell Medical International, Inc. ("Mitchell Contract"). According to Petitioner, the Mitchell Contract is proprietary and confidential, and production would cause irreparable harm. Petitioner argues

that the trial court departed from the essential elements of the law in ordering production of Mitchell Contract. We agree and remand for further proceedings.

Trade secrets are privileged under Section 90.506, Florida Statutes (2013). This privilege, however, is not absolute, and trade secrets can be obtained via discovery under certain circumstances. To determine if such circumstances exist, a trial court generally must (1) determine whether the requested production constitutes a trade secret, (2) if it is a trade secret, determine whether there is a reasonable necessity for production; and (3) if production is ordered, the trial court must set forth its findings. *Sea Coast Fire, Inc. v. Triangle Fire, Inc.*, No. 3D14-973, 2014 WL 6679018, at *2-3 (Fla. 3d DCA Nov. 26, 2014) (citing *Gen. Caulking Coating Co., Inc. v. J.D. Waterproofing, Inc.*, 958 So. 2d 507, 508 (Fla. 3d DCA 2007)). Generally, to determine whether the requested information constitutes a trade secret, the trial court must perform an *in camera* inspection or other document examination. *Summitbridge Nat'l Invs. LLC v. 1221 Palm Harbor, LLC*, 67 So. 3d 448, 450 (Fla. 2d DCA 2011). The trial court may also hold an evidentiary hearing, which may include expert testimony. *Bright House Networks, LLC v. Cassidy*, 129 So. 3d 501, 506 (Fla. 2d DCA 2014); *Revello Med. Mgmt., Inc. v. Med-Data Infotech USA, Inc.*, 50 So. 3d 678, 680 (Fla. 2d DCA 2010). Failure to follow these steps generally constitutes a departure from the essential requirements of the law. *Sea Coast Fire*, 2014 WL 6679018 at *2-3.

Here, it is unclear whether the trial court made any of the required determinations because it made no relevant findings. Additionally, the trial court failed to undertake an *in camera* review of the materials, which is generally required. Accordingly, the trial court, in ordering production of the Mitchell Contract, departed from the essential requirements of the law by failing to conduct the necessary inquiry and determine whether the information requested

constituted a trade secret meriting limitations on discovery. As such, the Petition for Writ of Certiorari is GRANTED, the order compelling production is QUASHED, and the case is remanded for further proceedings consistent with the foregoing.

J. KEYSER, COX, and BURTON, JJ., concur.

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