

IN THE CIRCUIT COURT OF HARRISON COUNTY, WEST VIRGINIA
BUSINESS COURT DIVISION

RLI SOLUTIONS COMPANY,
a West Virginia corporation,
CHRISTOPHER LANE, and
NORMAN LANE,

Plaintiffs,

vs.

Civil Action No.: 21-C-12
Presiding: Judge Lorensen

1-27-2022
WV Business Ct.
R. Goodwin
A. Owen
T. Owen
S. Higgins
J. Hohlitzel
M. Elshiaty
J. Bianola
L. di Trapani
D. Taylor, Jr.
K. McGee

RONALD LANE,

Defendant.

ORDER

This matter comes before the Court this 24th day of January 2022, pursuant to Plaintiff Norman Lane's Position Statement Regarding Accessing Confidential Settlement Agreement, and exhibits, and the Confidential Position Statement, and exhibits, submitted by Plaintiff Christopher Lane.

Before the Court is the settlement agreements settling all claims in this civil action. Specifically, before the Court is the issue of whether Norman Lane should be able to access and view an unredacted version of the confidential settlement agreement between Christopher Lane and Defendant Ronald Lane and Plaintiff RLI Solutions Company (referred to by the parties as "the Company"). The Court notes it has been proffered to the Court that there exists a separate confidential settlement agreement between Norman Lane, Christopher Lane, and the Company, to which Ronald Lane has not been given access to view.

At a hearing before the undersigned held on December 13, 2021, the parties agreed to submit the aforementioned confidential settlement agreements, along with confidential position statements, to the undersigned for *in camera* review, after which the undersigned would make a decision on the issue. *See Day Order From December 13, 2021 Hrg., 12/14/21.*

After review of the parties' respective position statements, including the exhibits, which included the confidential settlement agreement Norman Lane did not view, as well as the redacted confidential settlement agreement that Norman Lane did view, as well as the relevant law and authority, the Court rules as follows.

After a review of the confidential settlement agreement *in camera*, and considering Norman Lane's interest in protecting his client's interests, and recognizing that the settlement agreements resolve this civil action, including the claims against Norman Lane as well as those pled by him, the Court finds that Norman Lane's rights are adequately protected. In reviewing the redacted settlement agreement that was provided to Norman Lane, the Court finds it was drafted with a specific provision that contemplated Norman Lane's interest. While the Court will not copy the relevant paragraph in this Order, the Court considers that the paragraph was drafted so it was clear Christopher Lane was not receiving cash (which Norman would have had an interest in). Further, the relevant paragraph was drafted so it was clear which properties were being conveyed so that Norman Lane could protect his additional security in them. In fact, the paragraph listed the properties out by name. It was proffered to the Court that the additional security is Norman's sole remaining interest in this lawsuit and the Company as he sold all his other interest in the Company in January of last year.

Outside of the paragraph that Norman Lane was privy to via the unredacted settlement agreement, the Court finds there is no reason Norman Lane would need to see the consideration

amounts paid to protect his interests. Further, the Court's review of the unredacted settlement agreement revealed nothing which would harm Norman Lane's interests.

A confidentiality agreement is a contract like any other. See, e.g., *Moss v. Experian Info Systems, Inc.*, 2017 U.S. Dist. LEXIS 42946 *11 (S.D. W.Va. 2017)(Party alleging breach of confidentiality provision in settlement agreement stated valid claim for breach of contract.). The Court recognizes that Christopher Lane, Norman Lane and the Company were free to, and did, negotiate a confidential settlement agreement between themselves, to which Ronald Lane was not privy to. Likewise, the Court finds that Christopher Lane, Ronald Lane, and the Company were free to negotiate a confidential settlement agreement between themselves, and the Court recognizes their desire to keep the amounts paid for the properties listed confidential.

The Court hereby finds, after its *in camera* review, as agreed upon by the parties, that the redacted settlement agreement adequately protects Norman Lane's interest, that nothing in the Court's review of the unredacted settlement agreement runs afoul to Norman Lane's rights, and that Plaintiff Norman Lane should be denied further access to the remaining terms of the unredacted settlement agreement. The Court finds the best interest of *all* parties concerned would be to keep certain parts of their respective settlements private, such as the amounts paid for the properties. The Court considers that not only does Christopher Lane, Ronald Lane, and the Company have a confidential settlement agreement between them, but that Norman Lane also benefits from a confidential settlement agreement between himself, Christopher Lane, and the Company, without Ronald Lane's ability to access the confidential particulars.

The issue now being decided by the undersigned after the *in camera* review, as agreed to by the parties, and finding nothing further to accomplish in the matter, the Court now directs the parties to submit their agreed dismissal order to the Court.

The Court directs the Circuit Clerk to distribute attested copies of this order to all counsel of record, and to the Business Court Central Office at West Virginia Business Court Division, 380 West South Street, Suite 2100, Martinsburg, West Virginia, 25401.

ENTER: January 26, 2022.



JUDGE MICHAEL D. LORENSEN
JUDGE OF THE WEST VIRGINIA
BUSINESS COURT DIVISION

STATE OF WEST VIRGINIA
COUNTY OF HARRISON, TO-WIT

I, Albert F. Marano, Clerk of the Fifteenth Judicial Circuit and the 18th Family
Court Circuit of Harrison County, West Virginia, hereby certify the foregoing
to be a true copy of the ORDER entered in the above styled action on the

26 day of January, 2022.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the

Seal of the Court this 27 day of January, 2022.

Albert F. Marano
Fifteenth Judicial Circuit & 18th
Family Court Circuit Clerk
Harrison County, West Virginia