

1 DAVID S. REIDY (SBN #225904)
dreidy@mcguirewoods.com
2 ADRIAN L. CANZONERI (SBN #265168)
acanzoneri@mcguirewoods.com
3 MCGUIREWOODS LLP
Two Embarcadero Center
4 Suite 1300
San Francisco, CA 94111-3821
5 Telephone: 415.844.9944
6 Facsimile: 415.844.9922

7 Attorneys for Defendant,
Navient Solutions, LLC
8 (*erroneously sued as Navient Solutions, Inc.*)

9 SCOTT SHUMAKER (SBN #166879)
sshumakerlaw@gmail.com
10 THE LAW OFFICE OF SCOTT SHUMAKER
1007 7TH St., Suite 306
11 Sacramento, CA 95814
12 Telephone: 916.441-2199
13 Facsimile: 916.441-3229

14 Attorney for Plaintiff,
Piotr Reysner

15 **UNITED STATES DISTRICT COURT**
16 **EASTERN DISTRICT OF CALIFORNIA**

18 PIOTR REYSNER, individually and on behalf
19 of the general public,,
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Plaintiffs,

vs.

NAVIENT, INC.; NAVIENT SOLUTIONS,
INC; NELLIE MAE CORPORATION;
NELLIE MAE A SALLIE MAE STUDENT
LOAN COMPANY,

AND DOES 1 TO 50

Defendants.

CASE NO.: 2:17-CV-00641-KJM-KJN

STIPULATED PROTECTIVE ORDER

Complaint Filed: March 21, 2017

1 **STIPULATED PROTECTIVE ORDER**

2 To adequately protect material that the parties believe is proprietary and/or confidential, to
3 ensure that protection is afforded only to material that is entitled to it, and to facilitate the prompt
4 resolution of disputes over confidentiality or propriety, pursuant to Fed. R. Civ. P. 26(c),

5 **IT IS HEREBY ORDERED THAT:**

6 **1. “CONFIDENTIAL” Documents, Materials, and Information.** This Order shall
7 govern all CONFIDENTIAL (as that term is defined herein) documents produced or exchanged,
8 all written answers, deposition answers and other responses to discovery, and all communications
9 of any kind made by Plaintiff Piotr Reysner (“Plaintiff”), his attorneys, consultants, agents, and
10 representatives; by Defendant Navient Solutions, Inc. (“NSL”)¹, its attorneys, consultants, agents,
11 employees and representatives; and other third parties made during the course of the herein
12 litigation. Subject to the limitations set forth herein, “CONFIDENTIAL” materials shall be the
13 documents or information respectively designated under this Order and any notes, work papers, or
14 other documents respectively containing “CONFIDENTIAL” materials derived from such items.
15 Any party may identify any "CONFIDENTIAL" documents or information as
16 “CONFIDENTIAL” and designate the documents or information as such by affixing thereto a
17 legend of “CONFIDENTIAL” or by designating through another method set forth in this Order or
18 agreed to by the parties. A party may designate documents or information as “CONFIDENTIAL”
19 only to the extent that the party, through counsel, believes such material is confidential because it
20 contains or includes: (1) confidential business or technical information; (2) trade secrets; (3)
21 proprietary business methods or practices; (4) any other competitively sensitive confidential
22 information; (5) personal information² including personal financial information about customers

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24 _____
25 ¹ In connection with an internal corporate reorganization, Navient Solutions, Inc. has converted to
26 a Delaware limited liability company, and has changed its name from “Navient Solutions, Inc.” to “Navient
27 Solutions, LLC,” effective as of January 31, 2017.

28 ² "Personal Information" is limited to persons' names, addresses, social security numbers, bank
account numbers, or other information which a reasonably prudent person would consider to be sensitive
personal information to which such individual would object to its production.

1 or applicants other than Plaintiff; (6) information regarding any individual's banking or lending
2 relationships, including, without limitation, information regarding any individual's mortgage or
3 credit history and/or consumer information not otherwise available to the public; and (7) any other
4 categories that are later agreed to in writing by the parties or ordered to by the Court.

5 **2. Exclusions.** This Agreement shall not protect as "CONFIDENTIAL" the following
6 documents:

7 a. Documents that do not contain (1) confidential business or technical
8 information; (2) trade secrets; (3) proprietary business methods or practices; (4) any other
9 competitively sensitive confidential information; (5) personal information (as defined in fn 2
10 *supra*), including personal financial information about customers or applicants other than Plaintiff;
11 (6) information regarding any individual's banking or lending relationships, including, without
12 limitation, information regarding any individual's mortgage or credit history and/or consumer
13 information not otherwise available to the public; and (7) any other categories that are later agreed
14 to in writing by the parties or ordered to by the Court.

15 b. Pre-litigation correspondence between Plaintiff and Navient or its
16 predecessors, successors, agents, etc, to the extent such correspondence does not contain the
17 information identified in subparagraph "a" above. If such correspondence contains nominal
18 "CONFIDENTIAL" information (for example: a letter identifying an account balance but also
19 containing bank account numbers), then the party seeking to deem the information protected shall
20 not designate the document "CONFIDENTIAL" but shall instead redact out any protected
21 information;

22 **3. Waiver:** Any party may waive ("Waiving Party") the protections of this
23 Agreement only to the extent that such waiver applies to documents containing
24 "CONFIDENTIAL" information of the Waiving Party. In the event that the Waiving Party
25 determines that documents marked "CONFIDENTIAL" are validly subject to the waiver
26 provisions herein, the Waiving Party shall communicate its/his intent to deem the document non-
27 CONFIDENTIAL no less than fourteen (14) days prior to its disclosure to a third party. The non-
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1 Waiving Party shall then have fourteen (14) days to file a Motion with the Court to designate the
2 documents as "CONFIDENTIAL".

3 **4. Designation of "CONFIDENTIAL" Material.** Documents shall be designated as
4 "CONFIDENTIAL" by stamping them with the word "CONFIDENTIAL" in a manner which will
5 not interfere with their legibility. This designation shall only be used in a reasonable fashion and
6 upon a good faith³ determination by counsel that a particular document contains non-public
7 information and falls within one of the categories enumerated in Paragraph 1. This designation
8 shall ordinarily be made before or at the same time as the production or disclosure of the material.
9 Because materials described in Paragraph 1 shall be covered by this Order, there shall be no
10 waiver of confidentiality if such materials are inadvertently produced without being stamped
11 "CONFIDENTIAL." Materials already produced in discovery in this litigation may be designated
12 as "CONFIDENTIAL" upon written notice (without stamping), within fourteen (14) days of the
13 entry of this Order, from the party asserting the confidentiality designation to all counsel of record
14 to whom such documents have been produced by notifying the other party of the identity of the
15 documents or information to be so designated. Any of the parties to this action can remove at any
16 time its designation of "CONFIDENTIAL" from any of the documents or information it has
17 previously so designated.

18 **5. Treatment of "CONFIDENTIAL" Information.** Unless otherwise ordered by the
19 Court, "CONFIDENTIAL" material, and any quotes, summaries, charts or notes made therefrom,
20 and any facts or information contained therein or derived therefrom, shall be held in confidence
21 and used by the parties to whom the documents and information are produced solely for the
22 purpose of this case. The parties agree to take reasonable steps to maintain the confidentiality of
23 the documents, information and testimony relating thereto. During the pendency of this litigation,
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25 ³ "Good faith" is not satisfied if the primary purpose of designating information
26 "CONFIDENTIAL" is to avoid the embarrassment or dissemination of information which may be deemed
27 an admission of liability. Good faith is only satisfied if the party designating the information
28 "CONFIDENTIAL" concludes that the information falls within the class of documents/information
identified in Par. 1 *supra*.

1 “CONFIDENTIAL” material, including all copies thereof, shall be retained solely in the custody
2 of the parties’ attorneys and shall not be placed in the possession of or disclosed to any other
3 person, except as set forth in this Order, as otherwise agreed upon by the parties, or upon leave of
4 Court. Each person to whom “CONFIDENTIAL” material is disclosed pursuant to this Order is
5 hereby prohibited from exploiting in any way such documents or information for his, her or its
6 own benefit, or from using such information for any purpose or in any manner not connected with
7 the prosecution or defense of this case.

8 **6. “Disclosure.”** As used herein, “disclosure” or to “disclose” shall mean to divulge,
9 reveal, describe, summarize, paraphrase, quote, transmit, or otherwise communicate
10 “CONFIDENTIAL” material.

11 **7. Permissible Disclosure of “CONFIDENTIAL” Material.** Except by order of
12 this Court, or otherwise as required by law, material designated as “CONFIDENTIAL” (and any
13 notes or documents that reflect or refer to such documents and information) shall not be disclosed
14 to any person other than:

- 15 (a) A party hereto;
- 16 (b) Counsel employed by a party, or an employee of such counsel, to whom it is
17 necessary that the materials be shown or the information known for purposes of this case;
- 18 (c) Any employee or agent of a party to whom the “CONFIDENTIAL” materials are
19 shown for the purpose of working directly on or testifying in connection with this litigation at the
20 request of or at the direction of counsel for such party;
- 21 (d) A person retained to assist in this action, such as an investigator, independent
22 accountant, or other technical expert or consultant, who has signed an acknowledgement in the
23 form of Exhibit A hereto, which signed acknowledgment shall be retained by the party who has
24 retained such person;
- 25 (e) This Court (or its employees or agents) pursuant to a court filing in connection with
26 this action;

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1 (f) Any person(s) designated by the Court in the interest of justice, upon such terms as
2 the Court may deem proper; or

3 (h) A person who is deposed or who testifies at the hearing in this matter who has
4 signed an acknowledgement in the form of Exhibit A hereto, which signed acknowledgment shall
5 be retained by the party who has compelled such person to testify at a deposition or trial. If the
6 witness refuses to sign such form, the party compelling such testimony shall immediately notify
7 opposing counsel and permit them seven (7) days to seek redress with the Court.

8 **8. Public Domain Documents.** If a party obtains documents or information that are
9 properly in the public domain, or from a source other than the party or non-party, these documents
10 are not protected by this Order, regardless of whether such information is also contained in
11 Designated Material pursuant to this Order.

12 **9. Review of Own “CONFIDENTIAL” Materials.** The restrictions of this Order
13 shall not apply to parties, and their employees, attorneys, experts or other authorized agents, when
14 reviewing their own “CONFIDENTIAL” materials.

15 **10. Deposition Transcripts.** Deposition testimony and deposition exhibits containing
16 “CONFIDENTIAL” material shall be covered by this Order. During a deposition taken in this
17 matter, any party may, on the record, designate as “CONFIDENTIAL” portions of the deposition
18 testimony or deposition exhibits. Alternatively, a party may, by written notice to opposing counsel
19 and the court reporter not later than fourteen (14) business days after receipt of the final deposition
20 transcript, designate as “CONFIDENTIAL” any portions of the deposition testimony or deposition
21 exhibits. Until expiration of the above fourteen (14) day period, all final deposition transcripts will
22 be treated as “CONFIDENTIAL” material unless otherwise agreed to in writing by the parties.

23 **11. Objections to “CONFIDENTIAL” Designations.** To the extent that any party
24 contests a designation under this Order, such party shall object to such designation in writing
25 within 30 days of its production in this litigation. The parties shall first try to resolve the
26 disagreement in good faith on an informal basis, such as the production of redacted copies. If the
27 parties are unable to reach an agreement regarding the designation, then the party objecting to such
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1 designation shall file an appropriate motion with the Court for a ruling that the documents or other
2 information shall not be accorded such status and treatment. Any such Motion, unless otherwise
3 stipulated in writing, shall be filed within 30 days of the date of the objecting party's attempt to
4 informally resolve the objection. In the event that such a challenge is made, the party asserting the
5 confidentiality designation shall have the burden of establishing that the designation is proper.
6 Until this Court enters an order changing the designation of such documents or information, such
7 document or information shall continue to be protected as provided by this Order. Should the
8 Court rule in favor of the party objecting to the confidentiality designation, the party asserting the
9 designation shall produce a copy of the document(s) without the "CONFIDENTIAL" designation.

10 **12. Disclosing "CONFIDENTIAL" Material.** If any party wishes to disclose any
11 "CONFIDENTIAL" material beyond the terms of Paragraphs 5-6 of this Order, that party shall
12 provide all other parties with reasonable notice in writing of the request to disclose the materials,
13 unless otherwise required by law. If the parties cannot resolve their disagreement with respect to
14 the disclosure of any designated information, then a party may petition the Court for a
15 determination of these issues. In the event that such a challenge is made, the party asserting the
16 confidentiality designation shall have the burden of establishing that the designation is proper.
17 Such "CONFIDENTIAL" material shall remain "CONFIDENTIAL" as stipulated by this Order
18 until the Court rules on the party's specific petition.

19 **13. Pleadings and Other Court Submissions.** Each party agrees that when filing with
20 Court any papers (including, without limitation, affidavits, memoranda, interrogatory answers or
21 depositions) that disclose directly or indirectly any "CONFIDENTIAL" material, such papers
22 shall be filed under seal in accordance with the Court's local rules and requirements for filing
23 documents under seal.

24 The parties further recognize the possible need to use documents marked
25 "CONFIDENTIAL" during the trial of this matter. However, the parties agree to take reasonable
26 steps to protect the confidentiality of any trial exhibits so designated to include asking the Court to
27 ensure that any such documents referred to or offered into evidence at trial are filed with the Court
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1 under seal.

2 **14. Document Retention.** After the conclusion of this matter (including the expiration
3 of all appeals), and upon written request, all originals and reproductions of the
4 “CONFIDENTIAL” materials shall be returned to the requesting party within 30 days. Insofar as
5 the provisions of this Order restrict the use of the documents produced hereunder, the Order shall
6 continue to be binding throughout and after the conclusion of this case, including all appeals,
7 except as otherwise set forth herein.

8 **15. Admissibility.** Nothing in this Order shall be construed to limit either party from
9 producing or introducing any document into evidence at public hearing, including but not limited
10 to: Trial, Court Motions, etc . Subject to the Rules of Evidence, “CONFIDENTIAL” materials and
11 other confidential information may be offered in evidence at trial or any court hearing. Any party
12 may move the court for an Order that the evidence be received in camera or under other conditions
13 to prevent unnecessary disclosure of any “CONFIDENTIAL” material. The Court will then
14 determine whether the proffered evidence should continue to be treated as “CONFIDENTIAL”
15 and, if so, what protection, if any, may be afforded to such information at the trial or hearing.

16 **16. Scope of Discovery.** Nothing in this Order shall preclude any party from opposing
17 production of any documents or information, or from seeking further or different relief should
18 future pretrial activities indicate such a need.

19 **17. Client Consultation.** Nothing in this Order shall bar or otherwise restrict any
20 attorney herein from rendering advice to his or her client with respect to this case or from doing
21 anything necessary to prosecute or defend this case and further the interests of his or her client,
22 provided, however, that the attorney shall not disclose any material designated for protection
23 hereunder where such disclosure would be contrary to the terms of this Order.

24 **18. Discretion of the Court.** Nothing in this Order shall apply to, bind, or limit the
25 Court or its employees in the performance of their duties. Notwithstanding any foregoing
26 suggestion to the contrary, the Court shall retain final and complete authority to re-designate any
27 material previously designated as “CONFIDENTIAL” as a public document.

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1 **19. Notice of Breach.** It shall be the obligation of counsel, upon hearing of any breach
2 or threatened breach of this Order by any person, promptly to notify counsel for the opposing and
3 producing parties of such breach or threatened breach. The parties shall make every reasonable
4 effort to mark all discovery containing “CONFIDENTIAL” materials, but the mistaken or
5 inadvertent failure to mark the discovery material, where notice has otherwise been given that it
6 contains “CONFIDENTIAL” materials, shall not exempt it from the provisions of this Order.

7 **20. Litigation Use Only.** All “CONFIDENTIAL” materials produced in this
8 litigation, whether by a party or nonparty, and whether pursuant to the civil rules of procedure,
9 subpoena, agreement or otherwise, and all information contained therein, shall be used solely for
10 the preparation and trial of this action (including any appeals and retrials), and may not be used for
11 any other purpose, including business, governmental or commercial, or any other administrative or
12 judicial proceedings or actions.

13 **21. Subpoena by Other Court or Agencies.** If another court or an administrative
14 agency subpoenas or orders production of “CONFIDENTIAL” materials that a party obtained
15 under the terms of this Order, the party receiving the subpoena shall promptly notify the party or
16 other person who designated the “CONFIDENTIAL” materials of the pendency of such subpoena
17 or order. Any information provided thereto shall not be deemed binding on that Court or Agency
18 unless it/they Order otherwise. Nothing in this Agreement shall be deemed to limit a party's
19 right/obligation to comply fully with subpoenas issued by another Court or Agency.

20 **22. Inadvertent Disclosure Protection.** Review of the “CONFIDENTIAL” materials
21 labeled “CONFIDENTIAL” by counsel, experts, or consultants in the litigation shall not waive the
22 “CONFIDENTIAL” designation or any objections to production. “CONFIDENTIAL” materials
23 inadvertently produced by any party or nonparty through discovery in this action without having
24 been designated as “CONFIDENTIAL” shall be subject to the provisions of this Order to the same
25 extent as if the inadvertent disclosure had not occurred so long as there is reasonable notice to the
26 other party of the inadvertent disclosure. If a producing party inadvertently discloses to a receiving
27 party information that is privileged or otherwise immune from discovery, said producing party
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1 shall promptly, upon discovery of such disclosure, so advise the receiving party in writing and
2 request that the item or items of information be returned. No party to this action shall thereafter
3 assert that such disclosure waived any privilege or immunity. It is further agreed that the receiving
4 party will return such inadvertently produced item or items of information and all copies thereof
5 within fourteen (14) calendar days of receiving a written request for the return of such item or
6 items of information from the producing party.

7 **23. Non-Parties.** Non-parties who are required to produce "CONFIDENTIAL"
8 material in response to a subpoena, and who in good faith believe that such material contains
9 confidential information, may, but not must, rely on this Order and apply it to their production.
10 Absent an agreement by the Parties or a Court Order, this Protective Order shall not protect
11 information obtained from any non-parties.

12 **24. Responsibility of Attorneys.** The attorneys of record are responsible for
13 employing reasonable measures to control, consistent with this Order, the duplication of, access to,
14 and distribution of copies of materials labeled "CONFIDENTIAL." Parties shall not duplicate any
15 such materials except for working copies and for filing in court under seal. The attorneys of record
16 further are responsible for employing reasonable measures to control, consistent with this Order,
17 the dissemination or revelation of confidential information.

18 **25.** Entry of the foregoing Order is hereby stipulated and agreed to by the following
19 parties, acting through their respective counsel identified below:

20 ///

21 ///

22 [signatures on following page]

23 ///

24 ///

25 ///

26 ///

27 ///

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1 Dated: September 14, 2017

Respectfully submitted,

2 /s/ Adrian L. Canzoneri

3 Adrian L. Canzoneri

MCGUIREWOODS LLP

TWO EMBARCADERO CENTER

SUITE 1300

SAN FRANCISCO, CA 94111-3821

TELEPHONE: 415.844.9944

FACSIMILE: 415.844.9922

Attorneys for Defendant

NaviEnt Solutions, Inc.

8
9 /s/ Scott Shumaker

10 Scott Shumaker

THE LAW OFFICE OF SCOTT

SHUMAKER

1007 7TH St., Suite 306

Sacramento, CA 95814

Telephone: 916.441-2199

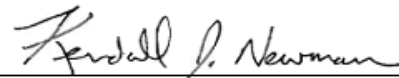
Facsimile: 916.441-3229

Attorneys for Plaintiff Piotr Reysner

14
15 **IT IS SO ORDERED, with the clarification that:**

- 16
- 17 1. The parties are not authorized to automatically file documents with the court under
18 seal. The parties shall comply with the provisions of Local Rules 140 and 141 with
19 respect to sealing or redaction requests.
 - 20 2. Nothing in this order limits the testimony of parties or non-parties, or the use of certain
21 documents, at any court hearing or trial—such determinations will only be made by the
22 court at the hearing or trial, or upon an appropriate motion.
 - 23 3. Pursuant to Local Rule 141.1(f), the court will not retain jurisdiction over enforcement
24 of the terms of this stipulated protective order after the action is terminated.

25 **Dated: September 15, 2017**

26 

27 KENDALL J. NEWMAN

UNITED STATES MAGISTRATE JUDGE

1 **EXHIBIT A**

2 **Agreement Concerning Material Covered by a Stipulated Protective Order entered by the**
3 **United States District Court, Eastern District of California on the**
4 **___ day of _____, 2017.**

5 The undersigned hereby acknowledges that he or she has read the Stipulated Protective
6 Order entered in the United States District Court, Eastern District of California on the ___ day of
7 _____, 2017, in the action entitled *Piotr Reysner v. Navient, Inc. et al.*, Civil Action No.
8 2:17-CV-00641-KJM-KJN, that he or she understands the terms thereof, and that he or she agrees
9 to be bound by such terms.

10 _____
11 By: _____

12 Date: _____
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1 **SIGNATURE ATTESTATION**

2 I, Adrian L. Canzoneri am the ECF User whose identification and password are being used to file
3 the foregoing STIPULATED PROTECTIVE ORDER. I hereby attest that I have obtained the
4 concurrence in the filing of this document from all signatories.
5

6 DATED: September 14, 2017

7 By: /s/Adrian L. Canzoneri
Adrian L. Canzoneri

8
9 **CERTIFICATE OF SERVICE**

10 I hereby certify that on September 14, 2017, a copy of foregoing *STIPULATED*
11 *PROTECTIVE ORDER* was filed electronically. Notice of this filing will be sent by operation of
12 the Court's electronic filing system to all parties indicated on the electronic filing receipt.
13

14 Dated: September 14, 2017

By: /s/Adrian L. Canzoneri
Adrian L. Canzoneri