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17 **UNITED STATES DISTRICT COURT**
18 **EASTERN DISTRICT OF CALIFORNIA**

19
20 SAIDEH FARAHMANDNIA

21 Plaintiff,

22 vs.

23 NAVIENT SOLUTIONS, INC.,

24 Defendant.

CASE NO.: 2:17-cv-00964-KJN

**JOINT STIPULATION AND
PROTECTIVE ORDER**

Complaint Filed: May 8, 2017

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STIPULATED PROTECTIVE ORDER

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

IT IS HEREBY ORDERED THAT:

1. “CONFIDENTIAL” Documents, Materials, and Information. This Order shall govern all documents produced or exchanged, all written answers, deposition answers and other responses to discovery, and all communications of any kind made by Plaintiff Saideh Farahmandnia (“Plaintiff”), her attorneys, consultants, agents, and representatives; by Defendant Navient Solutions, Inc. (“NSL”)¹, its attorneys, consultants, agents, employees and representative; and other third parties. “CONFIDENTIAL” materials shall be the documents or information respectively designated under this Order and any notes, work papers, or other documents respectively containing “CONFIDENTIAL” materials derived from such items. Any party may identify any documents or information, including but not limited to discovery materials produced by that party, initial disclosures, documents and things, answers to interrogatories, responses to requests for production, responses to requests for admission, deposition exhibits, and all or portions of deposition or hearing transcripts, as “CONFIDENTIAL” and designate the documents or information as such by affixing thereto a legend of “CONFIDENTIAL” or by designating through another method set forth in this Order or agreed to by the parties. A party may designate documents or information as “CONFIDENTIAL” to the extent that the party, through counsel, believes such material is confidential because it contains or includes: (1) confidential business or technical information; (2) trade secrets; (3) proprietary business methods or practices; (4) any other competitively sensitive confidential information; (5) personal information, including personal financial information about customers or applicants, any party to this lawsuit, or an employee of any party to this lawsuit; (6) information regarding any individual’s banking or

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

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

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

19 **3. Treatment of "CONFIDENTIAL" Information.** Unless otherwise ordered by the
20 Court, "CONFIDENTIAL" material, and any quotes, summaries, charts or notes made therefrom,
21 and any facts or information contained therein or derived therefrom, shall be held in confidence
22 and used by the parties to whom the documents and information are produced solely for the
23 purpose of this case. The parties agree to take reasonable steps to maintain the confidentiality of
24 the documents, information and testimony relating thereto. During the pendency of this litigation,
25 "CONFIDENTIAL" material, including all copies thereof, shall be retained solely in the custody
26 of the parties' attorneys and shall not be placed in the possession of or disclosed to any other
27 person, except as set forth in this Order, as otherwise agreed upon by the parties, or upon leave of
28 Court. Each person to whom "CONFIDENTIAL" material is disclosed pursuant to this Order is

1 hereby prohibited from exploiting in any way such documents or information for his, her or its
2 own benefit, or from using such information for any purpose or in any manner not connected with
3 the prosecution or defense of this case.

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

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

- 11 (a) A party hereto;
- 12 (b) Counsel employed by a party, or an employee of such counsel, to whom it is
13 necessary that the materials be shown or the information known for purposes of this case;
- 14 (c) Any employee or agent of a party to whom the “CONFIDENTIAL” materials are
15 shown for the purpose of working directly on or testifying in connection with this litigation at the
16 request of or at the direction of counsel for such party;
- 17 (d) A person retained to assist in this action, such as an investigator, independent
18 accountant, or other technical expert or consultant, who has signed an acknowledgement in the
19 form of Exhibit A hereto, which signed acknowledgment shall be retained by the party who has
20 retained such person;
- 21 (e) This Court (or its employees or agents) pursuant to a court filing in connection with
22 this action;
- 23 (f) Any person(s) designated by the Court in the interest of justice, upon such terms as
24 the Court may deem proper;
- 25 (g) Members of the jury at a public trial of this matter, subject to the requirements of
26 Paragraph 11 below; or
- 27 (h) A person who is deposed or who testifies at the hearing in this matter who has
28 signed an acknowledgement in the form of Exhibit A hereto, which signed acknowledgment shall

1 be retained by the party who has compelled such person to testify at a deposition or trial. If the
2 witness refuses to sign such form, the party compelling such testimony shall immediately notify
3 opposing counsel and permit them seven (7) days to seek redress with the Court.

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

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

15 **8. Objections to “CONFIDENTIAL” Designations.** To the extent that any party
16 contests a designation under this Order, such party shall object to such designation in writing
17 within thirty (30) days of the designating party’s service of the information and/or documents
18 being designated as “Confidential” pursuant to this Stipulation and Protective Order. The parties
19 shall first try to resolve the disagreement in good faith on an informal basis, such as the production
20 of redacted copies. If the parties are unable to reach an agreement regarding the designation, then
21 the party objecting to such designation shall file an appropriate motion with the Court for a ruling
22 that the documents or other information shall not be accorded such status and treatment. In the
23 event that such a challenge is made, the party asserting the confidentiality designation shall have
24 the burden of establishing that the designation is proper. Until this Court enters an order changing
25 the designation of such documents or information, such document or information shall continue to
26 be protected as provided by this Order. Should the Court rule in favor of the party objecting to the
27 confidentiality designation, the party asserting the designation shall produce a copy of the
28 document(s) without the “CONFIDENTIAL” designation.

1 **9. Disclosing “CONFIDENTIAL” Material.** If any party wishes to disclose any
2 “CONFIDENTIAL” material beyond the terms of Paragraphs 5-6 of this Order, that party shall
3 provide all other parties with reasonable notice in writing of the request to disclose the materials,
4 unless otherwise required by law. If the parties cannot resolve their disagreement with respect to
5 the disclosure of any designated information, then a party may petition the Court for a
6 determination of these issues. In the event that such a challenge is made, the party asserting the
7 confidentiality designation shall have the burden of establishing that the designation is proper.
8 Such “CONFIDENTIAL” material shall remain “CONFIDENTIAL” as stipulated by this Order
9 until the Court rules on the party’s specific petition.

10 **10. Pleadings and Other Court Submissions.** Each party agrees that when filing with
11 the Court any papers (including, without limitation, affidavits, memoranda, interrogatory answers
12 or depositions) that disclose directly or indirectly any “CONFIDENTIAL” material, such papers
13 shall be filed under seal in accordance with the Court’s local rules and requirements for filing
14 documents under seal.

15 The parties further recognize the possible need to use documents marked
16 “CONFIDENTIAL” during the trial of this matter. However, the parties agree to take reasonable
17 steps to protect the confidentiality of any trial exhibits so designated to include asking the Court to
18 ensure that any such documents referred to or offered into evidence at trial are filed with the Court
19 under seal.

20 **11. Document Retention.** After the conclusion of this matter (including the expiration
21 of all appeals), all originals and reproductions of the “CONFIDENTIAL” materials shall either be
22 returned to the requesting party within 30 days, or destroyed by the party in possession of any
23 such “CONFIDENTIAL” materials within 30 days. Insofar as the provisions of this Order restrict
24 the use of the documents produced hereunder, the Order shall continue to be binding throughout
25 and after the conclusion of this case, including all appeals, except as set forth in Paragraph 13.

26 **12. Admissibility.** Nothing in this Order shall be construed to limit either party from
27 producing or introducing any document into evidence at public hearing. Subject to the Rules of
28 Evidence, “CONFIDENTIAL” materials and other confidential information may be offered in

1 evidence at trial or any court hearing. Any party may move the court for an Order that the
2 evidence be received in camera or under other conditions to prevent unnecessary disclosure of any
3 “CONFIDENTIAL” material. The Court will then determine whether the proffered evidence
4 should continue to be treated as “CONFIDENTIAL” and, if so, what protection, if any, may be
5 afforded to such information at the trial or hearing.

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

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

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

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

24 **17. Litigation Use Only.** All “CONFIDENTIAL” materials produced in this
25 litigation, whether by a party or nonparty, and whether pursuant to the civil rules of procedure,
26 subpoena, agreement or otherwise, and all information contained therein or derived therefrom,
27 shall be used solely for the preparation and trial of this action (including any appeals and retrials),
28 and may not be used for any other purpose, including business, governmental or commercial, or

1 any other administrative or judicial proceedings or actions.

2 **18. Subpoena by Other Court or Agencies.** If another court or an administrative
3 agency subpoenas or orders production of “CONFIDENTIAL” materials that a party obtained
4 under the terms of this Order, the party receiving the subpoena shall promptly notify the party or
5 other person who designated the “CONFIDENTIAL” materials of the pendency of such subpoena
6 or order.

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

21 **20. Non-Parties.** Non-parties who are required to produce “CONFIDENTIAL”
22 material in response to a subpoena, and who in good faith believe that such material contains
23 confidential information, may rely on this Order and apply it to their production.

24 **21. Responsibility of Attorneys.** The attorneys of record are responsible for
25 employing reasonable measures to control, consistent with this Order, the duplication of, access to,
26 and distribution of copies of materials labeled “CONFIDENTIAL.” Parties shall not duplicate any
27 such materials except for working copies and for filing in court under seal. The attorneys of record
28 further are responsible for employing reasonable measures to control, consistent with this Order,

1 the dissemination or revelation of confidential information.

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

4
5 DATED: December 18, 2017 **MARTIN AND BONTRAGER, APC**

6
7 By: /s/ G. Thomas Martin
8 G. Thomas Martin, III, Esq.,
9 Nicholas J. Bontrager,
10 Attorneys for Plaintiff,
11 Saideh Farahmandnia

12
13 DATED: December 18, 2017 **MCGUIREWOODS LLP**

14 By: /s/ Adrian L. Canzoneri
15 Adrian L. Canzoneri,
16 Attorneys for Defendant,
17 Navient Solutions, LLC (*formerly known as*
18 *Navient Solutions, Inc.*)

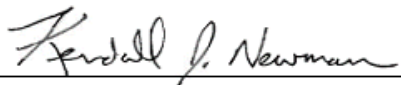
19 **IT IS SO ORDERED**, with the following clarifications:

- 20 1. The parties are not authorized to automatically file documents with the court under
21 seal. The parties shall comply with the provisions of Local Rules 140 and 141 with
22 respect to sealing or redaction requests.
- 23 2. Prior to filing any motion related to this stipulated protective order or other discovery
24 motion, the parties shall first exhaust informal meet-and-confer efforts and otherwise
25 comply with Local Rule 251.
- 26 3. Nothing in this order limits the testimony of parties or non-parties, or the use of certain
27 documents, at any court hearing or trial—such determinations will only be made by the
28 court at the hearing or trial, or upon an appropriate motion.

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4. Pursuant to Local Rule 141.1(f), the court will not retain jurisdiction over enforcement of the terms of this stipulated protective order after the action is terminated.

Dated: December 20, 2017


KENDALL J. NEWMAN
UNITED STATES MAGISTRATE JUDGE

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EXHIBIT A

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

The undersigned hereby acknowledges that he or she has read the Joint Stipulation and
Protective Order entered in the United States District Court, Eastern District of California on the
___ day of _____, 2017, in the action entitled *Saideh Farahmandnia v. Navient
Solutions, LLC* Civil Action No. :17-cv-00964-KJN, that he or she understands the terms thereof,
and that he or she agrees to be bound by such terms.

By: _____
Date: _____

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SIGNATURE ATTESTATION

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

DATED: December 18, 2017

/s/ Adrian L. Canzoneri
Adrian L. Canzoneri

CERTIFICATE OF SERVICE

I hereby certify that on December 18, 2017, I electronically filed the foregoing document entitled **JOINT STIPULATION AND PROTECTIVE ORDER** with the Clerk of the Court for the United States District Court, Eastern District of California using the CM/ECF system and served a copy of same upon all counsel of record via the Court’s electronic filing system.

/s/ Adrian L. Canzoneri
Adrian L. Canzoneri