

**IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND**

**TONDA M. BAXTER,**  
*On behalf of herself individually and  
similarly situated persons*

Plaintiff,

vs.

**LAKEVIEW LOAN SERVICING LLC**

and

**NATIONSTAR MORTGAGE LLC**

Defendants.

Civil Action No. C-02-CV-22-00654

**STIPULATED PROTECTIVE ORDER**

Whereas, the parties have stipulated that disclosure and discovery activity in this action may involve production of confidential, proprietary, or private information for which protection from public disclosure may be warranted.

Whereas, the parties further acknowledge that this Order does not confer blanket protection on all disclosures or discovery and that the protection it affords extends only to the limited information or items that are entitled to be treated as confidential under the terms of this Order.

Whereas, the parties acknowledge that neither this Order nor any confidentiality designation pursuant to it constitutes a ruling by this Court that any specific information is, in fact, confidential.

Whereas this neither this Order, nor any confidentiality designation pursuant to it, entitle any party to file any information under seal.

Accordingly, it is upon entry of this Order, by the Circuit Court for Anne Arundel County, Maryland, ORDERED:

09/06/2022 RK

1. As used in this Order, “Confidential Information” shall mean information or tangible things for which there is good cause for secrecy under the Maryland Rules—that is, information that, if disclosed, will cause a material injury to the Designating Party (defined below) that outweighs the public’s interest in disclosure. “Confidential Information” does not include any information that:

- i. is publicly available at the time of disclosure;
- ii. becomes publicly available after disclosure through no fault of the Receiving Party (defined below);
- iii. was known to the Receiving Party prior to disclosure;
- iv. is “personal information” as that term is defined by Com. Law § 14-3501(e)(1) which can be appropriately redacted before filing with the Court as required by Md. Rule 1-322.1; or
- v. the Receiving Party lawfully receives at a later date from a third party without restriction as to disclosure.

2. As used in this Order, the following additional definitions apply:

- i. Party: any party to this action, including all of its officers, directors, consultants, retained experts, and counsel (and their support staff)
- ii. Non-party: any person or entity other than a party
- iii. Disclosure or Discovery Material: all items or information, regardless of the medium or manner generated, stored, or maintained (including, among other things, documents, testimony, transcripts, or tangible

things) that are produced or generated in disclosures or responses to discovery in this matter

- iv. Protected Material: any Disclosure or Discovery Material that is designated by a Party or Non-party as “confidential” in accordance with paragraph 3, unless the confidentiality designation is challenged and (a) the Court decides such material is not entitled to protection as confidential; (b) the Designating Party fails to apply to the Court for an order holding that the material is entitled to protection within the time period specified below; or (c) the Designating Party withdraws its confidentiality designation in writing
- v. Producing Party: a Party or Non-party that produces Disclosure or Discovery Material in this action
- vi. Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party
- vii. Designating Party: a Party or Non-party that designates information or items that it produces in disclosures or in responses to discovery as

confidential. The Designating Party bears the burden of establishing good cause for the confidentiality of all such information or items.

- viii. Challenging Party: a Party that challenges a Designating Party's confidentiality designation
- ix. Outside Counsel: attorneys who are not employees of a Party but who are retained to represent or advise a Party in this action
- x. House Counsel: attorneys who are employees of a Party
- xi. Counsel (without qualifier): Outside Counsel and House Counsel (as well as their support staff)
- xii. Expert: a person who has been retained by a Party or Counsel to serve as a testifying or non-testifying expert witness or as a consultant in this action, including any person specially retained to provide expert opinions in a hybrid capacity. This definition includes a professional jury or trial consultant retained in connection with this litigation. Nothing about this definition or this Order is meant to preclude exchange of information with any consultant or testifying expert, regardless of whether they are specially retained for the purposes of this litigation.
- xiii. Professional Vendors: persons or entities that provide litigation support services (*e.g.*, photocopying; videotaping; translating; preparing exhibits or demonstrations; organizing, storing, retrieving

data in any form or medium; *etc.*) and their employees and subcontractors

3. Designation of Discovery Materials as Confidential. All documents produced in the course of discovery, all Answers to Interrogatories, all Answers to Requests for Admission, all Responses to Requests for Production of Documents, and all deposition testimony and deposition exhibits shall be subject to this Order concerning confidential information, as set forth below:

- a. The designation of material as confidential shall constitute a representation to the Court that the Designating Party and its counsel believe in good faith that the information constitutes Confidential Information. Parties and Non-parties shall make a good faith effort to designate information in a way that provides the greatest level of disclosure possible, while still preserving the confidentiality of Confidential Information.
- b. Each Party or Non-party that designates information or items for protection under this Order must use good faith efforts to limit any such designation to the specific material that qualifies for protection as Confidential Information. If only part of a document contains Confidential Information, the whole document shall not be designated confidential. Instead, solely the specific information that is confidential shall be so designated.
- c. Mass, indiscriminate, or routinized designations are strictly prohibited. Designations that are shown to be clearly unjustified *or* that have been made for an improper purpose (*e.g.*, to unnecessarily encumber or delay the case development process, or to impose unnecessary expenses and burdens on other

parties) may subject the Designating Party to sanctions upon appropriate motion to the Court if not resolved pursuant to paragraph (8).

- d. If it comes to a Designating Party's attention that information that it designated confidential does not qualify for protection, that Designating Party must promptly notify all other parties that it is withdrawing the mistaken designation.
- e. The designation of confidential information shall be made by placing or affixing on the document, in a manner which will not interfere with its legibility, the word "CONFIDENTIAL." One who provides material may designate it as "CONFIDENTIAL" only when such person in good faith believes it contains sensitive personal information, trade secrets or other confidential research, development, or commercial information which is in fact confidential. A party or non-party shall not routinely designate material as "CONFIDENTIAL," or make such a designation without reasonable inquiry to determine whether it qualifies for such designation. Except for documents produced for inspection at the party's facilities, the designation of confidential information shall be made prior to, or contemporaneously with, the production or disclosure of that information. In the event that documents are produced for inspection at the party's facilities, such documents may be produced for inspection before being marked confidential. Once specific documents have been designated for copying, any documents containing confidential information will then be marked confidential after copying but before delivery to the party who inspected and designated the documents. There will be no

waiver of confidentiality by the inspection of confidential documents before they are copied and marked confidential pursuant to this procedure.

- f. Portions of depositions of a party's or non-party's designee(s), present and former officers, directors, employees, agents, experts, and representatives shall be deemed confidential only if they are designated as such when the deposition is taken or within ten business days after receipt of the transcript. Any testimony which describes a document which has been designated as "CONFIDENTIAL," as described above, shall also be deemed to be designated as "CONFIDENTIAL." The court reporter must affix the legend "CONFIDENTIAL" at the bottom of transcript pages containing information designated as confidential, as instructed by the Party or Non-party offering or sponsoring the witness or presenting the testimony. If only a portion of the material on a page qualifies for protection, the Producing Party also must clearly identify the confidential portion(s) (*e.g.*, by making appropriate markings in the margins, but not over text).
- g. Information or documents designated as confidential under this Order shall not be used or disclosed by the parties or counsel for the parties or any persons subject to this Order for any purposes whatsoever other than preparing for and conducting the litigation in which the information or documents were disclosed (including appeals). The parties shall not disclose information or documents designated as confidential to putative class members not named as plaintiffs in putative class litigation unless and until one or more classes has/have been

certified unless the putative class members not named as plaintiffs produce documents from other sources which are not marked confidential.

h. The parties and counsel for the parties shall not disclose or permit the disclosure of any documents or information designated as confidential under this Order to any other person or entity, except that disclosures may be made in the following circumstances:

- i. Disclosure may be made to counsel and employees of counsel for the parties who have direct functional responsibility for the preparation and trial of the lawsuit. Any such employee to whom counsel for the parties makes a disclosure shall be provided with a copy of, and become subject to, the provisions of this Order requiring that the documents and information be held in confidence.
- ii. Disclosure may be made only to employees of a party or non-party required in good faith to provide assistance in the conduct of the litigation in which the information was disclosed.
- iii. Disclosure may be made to court reporters and videographers engaged for depositions and those persons, if any, specifically engaged for the limited purpose of making photocopies of documents. Prior to disclosure to any such court reporter or person engaged in making photocopies of documents, such person must agree to be bound by the terms of this Order.
- iv. Disclosure may be made to consultants, investigators, or experts (hereinafter referred to collectively as “experts”) employed by the



parties or counsel for the parties to assist in the preparation and trial of the lawsuit. Prior to disclosure to any expert, the expert must be informed of and agree in writing to be subject to the provisions of this Order requiring that the documents and information be held in confidence.

- i. Except as provided in herein, counsel for the parties and non-parties shall keep all documents designated as confidential which are received under this Order secure within their exclusive possession and shall take reasonable efforts to place such documents in a secure area.
- j. All copies, duplicates, extracts, summaries, or descriptions (hereinafter referred to collectively as “copies”) of documents or information designated as confidential under this Order or any portion thereof shall be immediately affixed with the word “CONFIDENTIAL” if that word does not already appear.

4. Confidential Information Filed with Court. To the extent that any materials subject to this Confidentiality Order (or any pleading, motion, or memorandum disclosing them) are proposed to be filed or are filed with the Court, those materials and papers, or any portion thereof which disclose confidential information, shall be filed under seal (by the filing party) with a simultaneous motion. Even if the filing party believes that the materials subject to the Confidentiality Order are not properly classified as confidential, the filing party shall file the Interim Sealing Motion; provided, however, that the filing of the Interim Sealing Motion shall be wholly without prejudice to the filing party’s rights under paragraphs (6) and (7) of this Confidentiality Order.

5. Party Seeking Greater Protection Must Obtain Further Order. No information may be withheld from discovery on the ground that the material to be disclosed requires protection greater than that afforded by paragraph (3) of this Order unless the party seeking greater protection moves for an order providing such special protection pursuant to Md. Rules 2-403.

6. Challenging Designation of Confidentiality. If disputes regarding the objection cannot be resolved by agreement, a designation of confidentiality may be challenged upon motion. The burden of proving the confidentiality of designated information remains with the party asserting such confidentiality. If such a motion is filed, the document or information shall be kept confidential pending ruling on the motion.

7. Any Party or Non-Party may challenge a designation of confidentiality at any time, including after the litigation has ended. A Party or Non-Party does not waive its right to challenge a confidentiality designation by electing not to mount a challenge promptly after the original designation is disclosed.

8. A Party may challenge the designation of a document or other material as Confidential as follows:

- a. If a Party believes that material has been improperly designated Confidential, that Party shall provide to the Designating Party written notice challenging the designation(s). During the ten business days following provision of this written notice to the Designating Party (the “Meet and Confer Period”), the Challenging and Designating Parties shall try to resolve the challenge in good faith on an informal basis.
- b. If neither the designation nor the objection is withdrawn during the Meet and Confer Period, the Designating Party shall have twenty business days from the

receipt of the written challenge notice to file a motion requesting that the Court determine whether the challenged material is, in fact, entitled to protection and that, if so, the Court issue a protective order requiring that the challenged material not be disclosed. The Designating Party bears the burden of establishing that the challenged material is entitled to protection.

- c. Any material designated as Confidential Information that is the subject of a challenge shall remain subject to this Protective Order until the Court rules on the Designating Party's motion or, if no motion is made, until the time for the Designating Party to bring a motion has expired. Failure by the Designating Party to make such a motion within the applicable time period for doing so shall automatically waive the confidentiality designation for each challenged designation.
- d. A Non-party may challenge a Designating Party's confidentiality designation(s) by filing a motion to intervene in the litigation for the purpose of challenging the confidentiality designation(s) and a motion challenging the designation(s). The Designating Party bears the burden of establishing that the challenged material is entitled to protection.

09/02/2022 9:16:08 AM

  
Judge Alison L. Asti

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Circuit Court for Anne Arundel County

Stipulated by:

/s/ Arien N. Parham

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