

EXHIBIT B

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON)	C/A NO.: 2022-CP-10-01595
Kathy Saunier,)	
)	
Plaintiff,)	
)	
vs.)	ASSURANT, INC'S.
)	NOTICE OF OBJECTIONS
)	TO SUBPOENA FOR
)	PRODUCTION OF
Alexus Odum, individually; and Door)	DOCUMENTS SERVED
Dash Inc.,)	ON 17 MARCH 2025
)	
Defendants.)	
)	

TO: ALLAN P. SLOAN, ESQUIRE; CARL E. PIERCE, II; ESQUIRE; J. MORGAN FORRESTER, ESQUIRE; and EDWARD J. MCALPINE, III, ESQUIRE
Of Pierce, Sloan, Kennedy & Early, LLC
Attorneys for the Plaintiff, Kathy Saunier.

COMES NOW non-party Assurant Inc. ("Assurant"), by and through undersigned counsel, pursuant to Rule 26(c) and 45(c) of the South Carolina Rules of Civil Procedure, in conjunction with Ga. Code Ann. §§ 9-11-26 (c), 9-11-45(a)(2) (Thomson Reuters West 2024), hereby serves Assurant's written objections to the Subpoena to Produce Documents directed to Assurant¹ and which the Plaintiff, Kathy Saunier ("Ms. Saunier") served upon Assurant on 17 March 2025 in the above-captioned action.

As required by the applicable provisions and/or sections of both the South Carolina Rules of Civil Procedure and the Georgia Civil Practice Act, given that Assurant's "objection[s] [to the Assurant Document Subpoena have hereby been documented and]

¹ See State of South Carolina Subpoena for Documents counter-issued in the County of Gwinnett, State of Georgia (the "Assurant Document Subpoena"). A copy of the Assurant Document Subpoena is attached hereto as Exhibit "A" and incorporated herein by reference.

made, [Ms. Saunier, as] the party serving the subpoena shall not be entitled to inspect and copy the [requested document] materials except pursuant to an order of the court [i.e., Charleston County Court of Common Pleas or the Gwinnett County Superior Court²] from which the subpoena was issued.”³

The Assurant Document Subpoena, appears to be principally directed toward one Mary Clementi (“Ms. Clementi”), seeks the following documentation involving and/or otherwise related to Ms. Clementi:

1. All documents relating to the employment of Mary Clementi, Claims Examiner, (born xx/xx/xxxx);
2. Specifically, include all employment related documentation including but not limited to, application for employment, termination of employment, hours of work, performance metrics, employee reviews, benefits, vacation, attendance, disability (short and/or long term), leave pursuant to the Family and Medical Leave Act (FMLA), and leave(s) of absence;
3. All documents and communications between Mary Clementi and DoorDash concerning Alexis Odom;

² See generally Ga. Code Ann. § 24-13-116 (Thomson Reuters West 2024). This provision of the Georgia version of the Uniform Foreign Depositions and Discovery Act (the “UFDDA”), as codified in Ga. Code Ann. §§ 24-13-110, et seq. (Thomson Reuters West 2024), provides as follows:

An application for a protective order or to enforce, quash, or modify a subpoena issued by the clerk of superior court under [Ga. Ann. Code §§ 24-13-112 or 24-13-113 [(Thomson Reuters West 2024)]] shall comply with the statutes and court rules of this state and shall be submitted to the superior court of the county in which the subpoena was issued.

Id. South Carolina’s version of the UFDDA contains essentially the same provision. See generally S.C. Code Ann. § 15-47-150 (Thomson Reuters West 2024).

³ *Id.*; S.C. Code Ann. § 15-47-150.

4. All documents regarding Mary Clementi that were shared with DoorDash, Inc.;
5. All contact information, phone numbers, emails, or forwarding addresses for Mary Clementi; and
6. Any other documents and/or communications in your possession relating to or touching upon Mary Clementi.⁴

Assurant, again pursuant to Rule 26(c), 45(c), SCRCivP, in conjunction with Ga. Code Ann. §§ 9-11-26 (c), 9-11-45(a)(2), sets forth the following objections to the documentation Ms. Saunier has sought in the Assurant Document Subpoena:

1. The Assurant Document Subpoena is overly broad and seeks ambiguously described documentation.
2. The Assurant Document Subpoena seeks documents, if any there are, which do not appear to either rationally and/or logically constitute admissible evidence relevant to this case or which reasonably might lead to the discovery and/or disclosure of evidence which might rationally and/or logically constitute admissible evidence relevant to this case.⁵
3. Assurant, Inc. is a holding company and not directly involved in any insurance activities, does not hold and/or otherwise maintain any documentation concerning employees of its various subsidiaries,⁶ including insurance subsidiaries.
4. Ms. Saunier has failed to set forth a reasonable time limit (i.e., two years, five years, or otherwise) on the breath and scope of the documentation sought from Assurant concerning Ms. Clementi and, in turn, without such a reasonable temporal

⁴ See Assurant Document Subpoena at EXHIBIT "A" - DOCUMENTS TO BE PRODUCED.

⁵ See generally Zajac v. Red Wing, LLC, 2018 WL 9989662, at *4 (D.S.C., 27 Feb. 2018) (citing Premier v. Corestaff Services, 232 F.R.D. 692, 693 (M.D.Fla. 2005)) ("Granting motion to quash subpoena directed to third party former employer . . . where the request, on its face, was over broad and not reasonably calculated to lead to the discovery of admissible evidence.").

⁶ Assurant has over 60 subsidiaries around the world. See generally Subsidiaries of the Registrant. Voyager Indemnity is one of Assurant's acknowledged insurance subsidiaries.

- limitation, the documentation sought theoretically could extend from the date Ms. Clementi was first employed by either Voyager Indemnity or, if applicable, any other Assurant subsidiary and/or related company, association, and/or entity.
5. Ms. Saunier has failed to place a reasonable employer designation and/or limitation on the breath and scope of the employment documentation sought from Assurant concerning Ms. Clementi and without such a reasonable employer designation and/or limitation the documentation sought theoretically could include Ms. Clementi's employment with Voyager Indemnity or, if applicable, any other Assurant subsidiary and/or related company, association, and/or entity or otherwise to the extent such documentation may exist with Voyager Indemnity or, if applicable, with any other Assurant subsidiary and/or related company, association, and/or entity.
 6. At the time of the automobile accident between Ms. Saunier and the Defendant, Alexis Odum ("Ms. Odum"), Ms. Clementi was employed as an adjuster/claim handler with Voyager Indemnity Insurance Company ("Voyager Indemnity") in its Global P&C Claims section;⁷ however, Ms. Clementi is no longer employed by Voyager Indemnity.
 7. Ms. Saunier has failed to set forth a reasonable claim designation and/or limitation on the breath and scope of the documentation sought from Assurant concerning Ms. Clementi and, in turn, without such a reasonable claim designation and/or limitation, the documentation sought theoretically could extend to any or all claims Ms. Clementi had worked on or was otherwise involved with while employed with Voyager Indemnity or, if applicable, any other Assurant subsidiary and/or related company, association, and/or entity.
 8. It appears a significant portion of the documentation Ms. Saunier has sought in the Assurant Document Subpoena relative to Ms. Clementi, to the extent such documentation may still exist, is and/or most likely would constitute protected information covered by one or more of the provisions set forth

⁷ Global P&C is not a separate and distinct association, corporation, and/or legal entity. Global P&C is merely a component of Assurant's companywide claims handling structure. While there is a company with a very similar name (i.e.; Global P&C Loss Adjusting & Consulting) located in The Hague, The Netherlands, that company, however, is not involved herein.

in the Health Insurance Portability and Accountability Act of 1996 ("HIPPA") since the documentation involves Ms. Clementi's benefits (to include medical benefits), FMLA leave, etc.⁸

9. Some of the documentation Ms. Saunier has sought in the Assurant Document Subpoena relative to Ms. Clementi involves Ms. Clementi's employment with Voyager Indemnity Global P&C Claims section and/or, theoretically, any other Assurant subsidiary and/or related company, association, and/or entity with said documentation being privileged, personal, confidential, and of a private nature.⁹
10. Since Ms. Clementi is no longer employed by Voyager Indemnity she has not been afforded the opportunity to challenge and/or otherwise contest the appropriateness and/or the validity of the Assurant Document Subpoena so as to protect her legitimate confidential and privacy rights.

ATTORNEYS SIGNATURE BLOCK

WILL APPEAR ON THE FOLLOWING PAGE

⁸ See generally Scoggins v. Floyd Healthcare Management, Inc., 2015 WL 13777035, at *4 (N.D.Ga., 18 Mar. 2015); Clark v. Irvin, 2011 WL 13152862, at *3 (M.D.Ga., 31 Mar. 2011) (citing Stevenson v. Stanley Bostitch, Inc., 201 F.R.D. 551, 555 & n.3 (N.D. Ga. 2001) (quoting Brown v. Braddick, 595 F.2d 961, 967 (5th Cir. 1979))).

⁹ See generally Weckesser v. Knight Enterprises, S.E., LLC, 2019 WL 2090098, at *2 (D.S.C., 13 May 2018) (citing Singletary v. Sterling Transportation Co., 289 F.R.D. 237, 240 (E.D.Va. 2012)) ("[E]mployment records contain personal and confidential information . . ."). See also generally United States ex. rel. Willis v. SouthernCare, Inc., 2015 WL 5604367, at *2 (S.D.Ga., 23 Sept. 2015) (citing Barrington v. Mortg. IT, Inc., 2007 WL 4370647 at *2 (S.D. Fla., 10 Dec. 2007)) ("A personal right or privilege exists, for example, when the subpoena seeks a party's employment or mental health records from a third-party.").

EXHIBIT B

Respectfully submitted:

BUTLER SNOW LLP

By: *Robert Nicholas Felix*

Robert Nicholas C. Felix, Esquire
SC Bar No.: 65078
Stephen P. Groves, Sr., Esquire
SC Bar No.: 7854
25 Calhoun Street, Suite 250
Charleston, South Carolina 29401
Telephone: 843.277.3700
Telecopier: 843.277.3701
E-Mail: Nick.Felix@butlersnow.com
Stephen.Groves@butlersnow.com

Attorneys for Non-Party, Assurant, Inc.

Charleston, South Carolina

27 March 2025