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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

CYNTHIA FLORES, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

vs.

CVS PHARMACY, INC., et al.,

Defendants

Case Number: CV07-05326 JHN (Ex)

Assigned to the Hon. Jacqueline Hong-
Ngoc Nguyen for All Purposes

CLASS ACTION

**STIPULATION AND ~~PROPOSED~~
PROTECTIVE ORDER CONCERNING
DISCOVERY AND CONFIDENTIAL
INFORMATION**

Complaint Filed: August 15, 2007

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1 Subject to the approval of this Court, Plaintiff Cynthia Flores (“Plaintiff”), on
2 the one hand, and Defendants Save Mart Supermarkets (“Save Mart”), Lucky Stores, Inc.
3 (“Lucky”), New Albertsons, Inc. (“New Albertsons”) and SuperValu, Inc. (“SuperValu”)
4 (collectively, “Defendants”), on the other hand, by and through their respective counsel,
5 hereby stipulate to the following protective order:

6 1. PURPOSES AND LIMITATIONS

7 Disclosure and discovery activity in this action will likely involve production
8 of confidential, commercially sensitive, proprietary, or private information for which
9 special protection from public disclosure and from use for any purpose other than litigating
10 this matter would be warranted. Furthermore, the parties desire to memorialize their
11 agreement regarding inadvertent production of privileged materials and/or materials
12 protected by the attorney work product doctrine. Accordingly, whereas good cause exists
13 in that these documents contain, among other things, personal information of third parties
14 that is subject to protection from disclosure pursuant to the privacy protections of Article I,
15 Section I of the California Constitution, medical information, and confidential, proprietary,
16 and/or trade secret information that is subject to protection from disclosure pursuant to
17 California Civil Code section 3426.5, the parties hereby stipulate to and petition the Court
18 to enter the following Stipulated Protective Order.

19 2. DEFINITIONS

20 2.1. Party: any party to this action, including all of its officers, directors,
21 employees, consultants, retained experts, and outside counsel (and their support staff).

22 2.2. Disclosure or Discovery Material: all items or information, regardless
23 of the medium or manner generated, stored, or maintained (including, among other things,
24 documents, electronic data, testimony, transcripts, or tangible things) that are produced or
25 generated in disclosures or responses to discovery in this matter.

26 2.3. Confidential Information or Items: all non-public business records or
27 other documents and all information contained therein, including confidential information
28 about any third party, including Defendants’ current and former employees and current and

1 former customers, and all deposition testimony or other discovery responses concerning
2 the non-public aspects of the parties' operation of their businesses, including, but not
3 limited to, confidential or proprietary business information; financial information; client
4 lists, customer information, files, e-mails or other information; other potential trade secret
5 information; personnel, human resources, salary and benefits files; medical records; and
6 other documents to the extent any of the parties have designated them as either
7 "CONFIDENTIAL" or "CONFIDENTIAL-ATTORNEYS' EYES ONLY" pursuant to the
8 terms of this Protective Order.

9 2.4. Receiving Party: a Party that receives Disclosure or Discovery Material
10 from a Producing Party.

11 2.5. Producing Party: a Party or non-party that produces Disclosure or
12 Discovery Material in this action.

13 2.6. Designating Party: a Party or non-party that designates information or
14 items that it produces in disclosures or in responses to discovery as "CONFIDENTIAL" or
15 "CONFIDENTIAL-ATTORNEYS' EYES ONLY."

16 2.7. Protected Material: any Disclosure or Discovery Material that
17 constitutes Confidential Information or Items designated as "CONFIDENTIAL" or
18 "CONFIDENTIAL-ATTORNEYS' EYES ONLY."

19 2.8. Outside Counsel: attorneys who are not employees of a Party but who
20 are retained to represent or advise a Party in this action (as well as their internal support
21 staffs).

22 2.9. House Counsel: attorneys who are employees of a Party (as well as
23 their internal support staffs).

24 2.10. Counsel (without qualifier): Outside Counsel and House Counsel (as
25 well as their support staffs).

26 2.11. Expert: a person with specialized knowledge or experience in a matter
27 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
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1 expert witness or as a consultant in this action. This definition includes a professional jury
2 or trial consultant retained in connection with this litigation.

3 2.12. Professional Vendors: persons or entities that provide litigation
4 support services (e.g., photocopying; videotaping; translating; preparing exhibits or
5 demonstrations; organizing, storing, retrieving data in any form or medium; etc.) and their
6 employees and subcontractors.

7 2.13. Confidential-Attorneys' Eyes Only: disclosure or discovery material
8 produced with the designation "CONFIDENTIAL-ATTORNEYS' EYES ONLY" are
9 those documents or information the disclosure of which would cause substantial risk of
10 serious injury.

11 3. SCOPE

12 The protections conferred by this Stipulation and Order cover not only
13 Protected Material (as defined above), and Confidential Information and Items, but also
14 any information copied or extracted therefrom, as well as all copies, excerpts, summaries,
15 or compilations thereof, plus testimony, conversations, or presentations by parties or
16 counsel to or in court or in other settings that might reveal Protected Material, and
17 Confidential Information and Items.

18 4. DURATION

19 Even after the termination of this litigation, the confidentiality obligations
20 imposed by this Order shall remain in effect until a Designating Party agrees otherwise in
21 writing or a court order otherwise directs.

22 5. DESIGNATING PROTECTED MATERIAL

23 5.1. Exercise of Restraint and Care in Designating Material for Protection.

24 Each Party or non-party that designates information or items for protection under this
25 Order must take care to limit any such designation to specific material that qualifies under
26 the appropriate standards. If it comes to a Party's or a non-party's attention that
27 information or items that it designated for protection was done so inadvertently, that Party
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1 or non-party must promptly notify all other parties that it is withdrawing the mistaken
2 designation.

3 5.2. Manner and Timing of Designations. Except as otherwise provided in
4 this Order or as otherwise stipulated or ordered, material that qualifies for protection under
5 this Order must be clearly so designated before the material is disclosed or produced.

6 Designation in conformity with this Order requires:

7 (a) for information in documentary form (apart from transcripts of
8 depositions or other pretrial or trial proceedings), that the Producing Party affix the legend
9 “CONFIDENTIAL” or “CONFIDENTIAL-ATTORNEYS’ EYES ONLY” by use of a
10 watermark, or at the top, bottom or right margin of each page that contains protected
11 material or, alternatively, on the first page of a multipage document, if the entire document
12 is protected. If only a portion or portions of the material on a page qualifies for protection,
13 the Producing Party should endeavor to identify the protected portion(s) as
14 “CONFIDENTIAL” or “CONFIDENTIAL-ATTORNEYS’ EYES ONLY” if such
15 dissection of the document can be reasonably achieved without undue burden on the
16 Designating Party.

17 A Party or non-party that makes original documents or materials available
18 for inspection need not designate them for protection until after the inspecting Party has
19 indicated which material it would like copied and produced. During the inspection and
20 before the designation, all of the material made available for inspection shall be deemed
21 “CONFIDENTIAL” or “CONFIDENTIAL-ATTORNEYS’ EYES ONLY.” After the
22 inspecting Party has identified the documents it wants copied and produced, the Producing
23 Party must determine which documents, or portions thereof, qualify for protection under
24 this Order, then, before producing the specified documents, the Producing Party must affix
25 the legend “CONFIDENTIAL” by way of a watermark, or at the top, bottom or right
26 margin of each page that contains Protected Material, and Confidential Information and
27 Items. If only a portion or portions of the material on a page qualifies for protection, the
28 Producing Party also should endeavor to identify the protected portion(s) (e.g., by making

1 appropriate markings in the margins), if such dissection of the document can be reasonably
2 achieved without undue burden on the Designating Party.

3 (b) for testimony given in deposition or in other pretrial or trial
4 proceedings, that the Party or non-party offering or sponsoring, or giving the testimony
5 identify on the record, before the close of the deposition, hearing, or other proceeding, all
6 protected testimony, and further specify any portions of the testimony that qualify as
7 “CONFIDENTIAL.” When it is impractical to identify separately each portion of
8 testimony that is entitled to protection, and when it appears that substantial portions of the
9 testimony may qualify for protection, the party or non-party that sponsors, offers, or gives
10 the testimony may invoke on the record (before the deposition or proceeding is concluded)
11 a right to have up to 20 days to identify the specific portions of the testimony for which
12 protection is sought and specify the level of protection being asserted as either
13 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY”.

14 Transcript pages containing Protected Material and Confidential Information
15 and Items must be separately bound by the court reporter, who must affix to the top of each
16 such page the legend “CONFIDENTIAL” or “CONFIDENTIAL—ATTORNEYS’ EYES
17 ONLY,” as instructed by the Party or nonparty offering or sponsoring the witness or
18 presenting the testimony.

19 (c) for information produced in some form other than
20 documentary, and for any other tangible items, that the Producing Party affix in a
21 prominent place on the exterior of the container or containers in which the information or
22 item is stored the legend “CONFIDENTIAL” or “CONFIDENTIAL-ATTORNEYS’
23 EYES ONLY.” If only a portion or portions of the material on a page qualifies for
24 protection, the Producing Party also should identify the protected portion(s) (e.g., by
25 making appropriate markings in the margins), if such dissection of the document can be
26 reasonably achieved without undue burden on the Designating Party.

27 5.3. Inadvertent Failures to Designate. If timely corrected, an inadvertent
28 failure to designate qualified information or items as “CONFIDENTIAL” or

1 “CONFIDENTIAL-ATTORNEYS’ EYES ONLY” does not, standing alone, waive the
2 Designating Party’s right to secure protection under this Order for such material. If
3 material is appropriately designated as “CONFIDENTIAL” or “CONFIDENTIAL-
4 ATTORNEYS’ EYES ONLY” after the material was initially produced, the Receiving
5 Party, on timely notification of the designation, must make reasonable efforts to assure that
6 the material is treated in accordance with the provisions of this Order.

7 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

8 6.1. Timing of Challenges. Unless a prompt challenge to a Designating
9 Party’s confidentiality designation is necessary to avoid foreseeable substantial unfairness,
10 unnecessary economic burdens, or a later significant disruption or delay of the litigation, a
11 Party does not waive its right to challenge a confidentiality designation by electing not to
12 mount a challenge promptly after the original designation is disclosed, so long as the Party
13 exercised reasonable diligence in doing so.

14 6.2. Meet and Confer. A Party that elects to initiate a challenge to a
15 Designating Party’s confidentiality designation must do so in good faith and must begin
16 the process by conferring directly (in voice to voice dialogue; other forms of
17 communication are not sufficient) with counsel for the Designating Party. In conferring,
18 the challenging Party must explain the basis for its belief that the confidentiality
19 designation was not proper and must give the Designating Party an opportunity to review
20 the designated material, to reconsider the circumstances, and, if no change in designation is
21 offered, to explain the basis for the chosen designation. A challenging Party may proceed
22 to the next stage of the challenge process only if it has first engaged in this meet and confer
23 process.

24 6.3. Judicial Intervention. If the challenge is not resolved during the meet
25 and confer process, a Party who elects to press a challenge to a confidentiality designation
26 after considering the justification offered by the Designating Party may file and serve a
27 motion under Civil Local Rule 7.1 that identifies the challenged material and sets forth in
28 detail the basis for the challenge. Each such motion must be accompanied by a competent

1 declaration that affirms that the movant has complied with the meet and confer
2 requirements imposed in the preceding paragraph and that sets forth with specificity the
3 justification for the confidentiality designation that was given by the Designating Party in
4 the meet and confer dialogue. The burden of establishing the appropriateness of the
5 confidentiality designation falls on the Designating Party.

6 Until the court rules on the challenge, all parties shall continue to afford the
7 material in question the level of protection to which it is entitled under the Designating
8 Party's designation.

9 7. ACCESS TO AND USE OF PROTECTED MATERIAL AND
10 CONFIDENTIAL INFORMATION AND ITEMS

11 7.1. Basic Principles. A Receiving Party may use Protected Material and
12 Confidential Information and Items that are disclosed or produced by another Party or by a
13 non-party in connection with this case only for prosecuting, defending, or attempting to
14 settle this litigation. Such Protected Material and Confidential Information and Items may
15 be disclosed only to the categories of persons and under the conditions described in this
16 Order. When the litigation has been terminated, a Receiving Party must comply with the
17 provisions of section 11, below (FINAL DISPOSITION).

18 Protected Material and Confidential Information and Items must be stored
19 and maintained by a Receiving Party at a location and in a secure manner that ensures that
20 access is limited to the persons authorized under this Order.

21 7.2. Disclosure of Confidential Information or Items. Unless otherwise
22 ordered by the court or permitted in writing by the Designating Party, a Receiving Party
23 may disclose any information or item designated "CONFIDENTIAL" only to:

24 7.2.1. the Receiving Party's Counsel in this action, provided,
25 however, that any document(s) marked "CONFIDENTIAL-ATTORNEYS' EYES ONLY"
26 shall only be disclosed to the Receiving Party's Outside Counsel or House Counsel and
27 experts (as defined in this Order) to assist in preparing for the trial of this action;

28 7.2.2. the officers, directors, and employees of the Receiving Party to

1 whom disclosure is reasonably necessary for this litigation, however information or items
2 designated as “CONFIDENTIAL—ATTORNEYS’ EYES ONLY” shall not be disclosed;

3 7.2.3. experts (as defined in this Order) of the Receiving Party to
4 whom disclosure is reasonably necessary for this litigation and who have signed the
5 “Agreement to Be Bound by Protective Order” (Exhibit A);

6 7.2.4. the Court and its personnel;

7 7.2.5. court reporters, their staffs, and professional vendors to whom
8 disclosure is reasonably necessary for this litigation and who have signed the “Agreement
9 to Be Bound by Protective Order” (Exhibit A);

10 7.2.6. during their depositions, witnesses in the action to whom
11 disclosure is reasonably necessary and who have signed the “Agreement to Be Bound by
12 Protective Order” (Exhibit A). Pages of transcribed deposition testimony or exhibits to
13 depositions that reveal Protected Material and Confidential Information and Items must be
14 separately bound by the court reporter and may not be disclosed to anyone except as
15 permitted under this Stipulated Protective Order; or

16 7.2.7. the author of the document or the original source of the
17 information.

18 7.3. Written Acknowledgment. In the event that a Party does disclose
19 Protected Material to any person or entity permitted in subsections 7.2.3, 7.2.5, and 7.2.6,
20 above, the Party agrees to secure from such person or entity a signed written
21 acknowledgment confirming that such person or entity knows the terms of this Stipulated
22 Protective Order, agrees to be bound by the terms of the Order, and agrees to submit to the
23 jurisdiction of the Court for the purpose of securing compliance with the terms of the
24 Order. The Parties agree to secure the executed acknowledgment before disclosing
25 Protected Material. The Parties agree that the acknowledgment shall be in the form of the
26 “Agreement To Be Bound By Protective Order” attached to this Stipulated Protective
27 Order as Exhibit A. The Parties further agree to retain such acknowledgments and to
28 submit them to the Court for in camera review in the event that a Party alleges that the

1 terms of the Stipulated Protective Order have been violated. No Party has an obligation to
2 reveal directly to any other Party the identities of the persons or entities who execute
3 written acknowledgments.

4 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
5 IN OTHER LITIGATION

6 If a Receiving Party is served with a subpoena or any other form of
7 compulsory process of any court, administrative or legislative body, or of any person or
8 tribunal purporting to have authority to seek such information by compulsory process, that
9 would compel disclosure of any information or items designated in this action as
10 "CONFIDENTIAL" or "CONFIDENTIAL-ATTORNEYS' EYES ONLY," the Receiving
11 Party must so notify the Designating Party, in writing by e-mail or fax immediately and in
12 no event more than three court days after receiving the subpoena or order. Such
13 notification must include a copy of the subpoena or court order. In addition, the Receiving
14 Party shall cooperate to the extent necessary to permit the Designating Party to seek to
15 quash such process, and shall not make production of such information until at least ten
16 (10) days after all parties have received the written notice of such process as required
17 herein. In the event that the subpoena or other compulsory process purports to require a
18 return date of less than ten (10) days, the party to whom the process is directed shall give
19 prompt telephonic as well as written notice of such process and shall not produce such
20 information until the return date thereof.

21 The Receiving Party also must immediately inform in writing the party who
22 caused the subpoena or order to issue in the other litigation that some or all the material
23 covered by the subpoena or order is the subject of this Protective Order. In addition, the
24 Receiving Party must deliver a copy of this Stipulated Protective Order promptly to the
25 party in the other action that caused the subpoena or order to issue.

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1 9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL AND
2 CONFIDENTIAL INFORMATION AND ITEMS

3 If a Receiving Party learns that, by inadvertence or otherwise, it has
4 disclosed Protected Material and Confidential Information and Items to any person or in
5 any circumstance not authorized under this Stipulated Protective Order, the Receiving
6 Party must immediately and in no event more than three court days (a) notify the
7 Designating Party in writing by e-mail or fax of the unauthorized disclosures, (b) use its
8 best efforts to retrieve all copies of the Protected Material and Confidential Information
9 and Items, (c) inform the person or persons to whom unauthorized disclosures were made
10 of all the terms of this Order, and (d) request such person or persons to execute the
11 “Agreement to Be Bound by Protective Order” that is attached as Exhibit A.

12 10. FILING PROTECTED MATERIAL AND CONFIDENTIAL
13 INFORMATION AND ITEMS

14 A Party may not file in the public record in this action any Protected Material
15 and Confidential Information and Items. A Party that seeks to file under seal any Protected
16 Material and Confidential Information and Items must submit the materials under seal.

17 11. FINAL DISPOSITION

18 Unless otherwise ordered or agreed in writing by the Producing Party, within
19 sixty (60) days after the final termination of this action, each Receiving Party must return
20 all Protected Material and Confidential Information and Items to the Producing Party. As
21 used in this subdivision, “all Protected Material” includes all copies, abstracts,
22 compilations, summaries or any other form of reproducing or capturing any of the
23 Protected Material and Confidential Information and Items. With permission in writing
24 from the Designating Party, the Receiving Party may destroy some or all of the Protected
25 Material and Confidential Information and Items instead of returning it. Whether the
26 Protected Material and Confidential Information and Items is returned or destroyed, the
27 Receiving Party must submit a written certification to the Producing Party (and, if not the
28 same person or entity, to the Designating Party) by the sixty-day (60) deadline that

1 identifies (by category, where appropriate) all the Protected Material and Confidential
2 Information and Items that was returned or destroyed and that affirms that the Receiving
3 Party has not retained any copies, abstracts, compilations, summaries or other forms of
4 reproducing or capturing any of the Protected Material and Confidential Information and
5 Items. Notwithstanding anything contained herein to the contrary, Counsel shall be
6 permitted to retain copies of court papers and other papers served in connection with this
7 case, transcripts (including deposition transcripts), exhibits, and work product containing
8 or reflecting CONFIDENTIAL or CONFIDENTIAL-ATTORNEYS' EYES ONLY
9 documents or discovery materials.

10 12. MISCELLANEOUS

11 12.1. Right to Further Relief. Nothing in this Order abridges the right of any
12 person to seek its modification by mutual agreement of the Parties or the Court in the
13 future.

14 12.2. Right to Assert Other Objections. By stipulating to the entry of this
15 Protective Order no Party waives any right it otherwise would have to object to disclosing
16 or producing any information or item on any ground not addressed in this Stipulated
17 Protective Order.

18 12.3. Right to Challenge Admissibility. No Party waives any right to object
19 on any ground to use of any of the material covered by this Protective Order at trial, in
20 evidence or otherwise.

21 12.4. Right to Seek Additional Protective Treatment. Nothing in this Order
22 abridges the right of any person to seek additional protective treatment for any
23 Confidential Information or Items.

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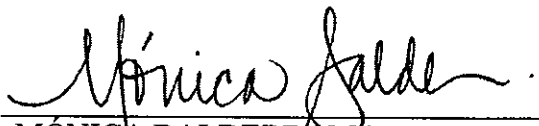
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1 12.5. Right to Injunctive Relief. Because the Designating Party’s legal
 2 remedies may be inadequate, the Parties agree that injunctive relief may be an appropriate
 3 remedy to prevent any person or party from using or disclosing Protected Material in
 4 violation of the Order. In the event the Receiving Party, or any other person or entity,
 5 violates or threatens to violate any of the terms of this Order, the Parties agree that the
 6 Designating Party, with appropriate notice to the Receiving Party, may apply the Court to
 7 obtain injunctive relief against any such persons or parties violating or threatening to
 8 violate any of the terms of this Order.

9
10 DATED: February 18, 2010

Respectfully submitted,
INITIATIVE LEGAL GROUP APC

11
12 By: 
 13 _____
 14 MÓNICA BALDERRAMA
 Attorneys for Plaintiff Cynthia Flores

15
16 DATED: February ____, 2010

AKIN GUMP STRAUSS HAUER & FELD
LLP

17
18 By: _____
 19 W. RANDOLPH TESLIK (*Pro Hac Vice*)
 20 REED L. RUSSELL (*Pro Hac Vice*)
 21 DAVID A. RAPPAPORT (*Pro Hac Vice*)
 22 SCOTT J. WITLIN
 Attorneys for Defendants New Albertsons,
 Inc. and SuperValu, Inc.

23 DATED: February ____, 2010

JORDAN LAW GROUP

24
25 By: _____
 26 PATRICK W. JORDAN
 27 NANETTE JOSLYN
 Attorneys for Defendants SaveMart
 Supermarkets, and Lucky Stores, Inc.

28

1 12.5. Right to Injunctive Relief. Because the Designating Party's legal
2 remedies may be inadequate, the Parties agree that injunctive relief may be an appropriate
3 remedy to prevent any person or party from using or disclosing Protected Material in
4 violation of the Order. In the event the Receiving Party, or any other person or entity,
5 violates or threatens to violate any of the terms of this Order, the Parties agree that the
6 Designating Party, with appropriate notice to the Receiving Party, may apply the Court to
7 obtain injunctive relief against any such persons or parties violating or threatening to
8 violate any of the terms of this Order.


9
10 DATED: February ____, 2010

Respectfully submitted,
INITIATIVE LEGAL GROUP APC

11
12 By: _____
13 MÓNICA BALDERRAMA
14 Attorneys for Plaintiff Cynthia Flores

15
16 DATED: February 11, 2010

AKIN GUMP STRAUSS HAUER & FELD
LLP

17
18 By: 
19 W. RANDOLPH TESLIK (*Pro Hac Vice*)
20 REED L. RUSSELL (*Pro Hac Vice*)
21 DAVID A. RAPPAPORT (*Pro Hac Vice*)
22 SCOTT J. WITLIN
Attorneys for Defendants New Albertsons,
Inc. and SuperValu, Inc.

23 DATED: February ____, 2010

JORDAN LAW GROUP

24
25 By: _____
26 PATRICK W. JORDAN
27 NANETTE JOSLYN
28 Attorneys for Defendants SaveMart
Supermarkets, and Lucky Stores, Inc.

1 12.5. Right to Injunctive Relief. Because the Designating Party's legal
2 remedies may be inadequate, the Parties agree that injunctive relief may be an appropriate
3 remedy to prevent any person or party from using or disclosing Protected Material in
4 violation of the Order. In the event the Receiving Party, or any other person or entity,
5 violates or threatens to violate any of the terms of this Order, the Parties agree that the
6 Designating Party, with appropriate notice to the Receiving Party, may apply the Court to
7 obtain injunctive relief against any such persons or parties violating or threatening to
8 violate any of the terms of this Order.

9
10 DATED: February ____, 2010

Respectfully submitted,
INITIATIVE LEGAL GROUP APC

11
12 By: _____
13 MÓNICA BALDERRAMA
14 Attorneys for Plaintiff Cynthia Flores

15
16 DATED: February ____, 2010

AKIN GUMP STRAUSS HAUER & FELD
LLP

17
18 By: _____
19 W. RANDOLPH TESLIK (*Pro Hac Vice*)
20 REED L. RUSSELL (*Pro Hac Vice*)
21 DAVID A. RAPPAPORT (*Pro Hac Vice*)
22 SCOTT J. WITLIN
Attorneys for Defendants New Albertsons,
Inc. and SuperValu, Inc.

23 DATED: February 12, 2010

JORDAN LAW GROUP

24
25 By: Nanette Joslyn
26 PATRICK W. JORDAN
27 NANETTE JOSLYN
28 Attorneys for Defendants SaveMart
Supermarkets, and Lucky Stores, Inc.

EXHIBIT A

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CYNTHIA FLORES, individually, and on behalf of other members of the general public similarly situated,

Plaintiff,

vs.

CVS PHARMACY, INC., et al.,

Defendants

) Case Number: CV07-05326 JHN (EX)
) Assigned to the Hon. Jacqueline Hong-Ngoc Nguyen for All Purposes
) CLASS ACTION
) **Agreement to Be Bound by Protective Order**

By signing this document, I hereby certify that I have read the Protective Order ("Order") in the above-captioned case. I understand the responsibilities and obligations the Order imposes on persons viewing the material encompassed by the Order, and I agree to be bound by all of the provisions of the Order, so as to enable me to view the material encompassed by the Order. I understand that any violation of the Order by me or anyone acting under my direction may subject me to penalties for contempt of Court and/or other relief sought by a party to the above-captioned matter. I hereby consent to the personal and subject matter jurisdiction over me by the Court for purposes of enforcing my agreement here.

DATED: _____

Signature

Name (Printed)


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ORDER

Having considered the parties' Stipulation Concerning Discovery and Confidential Information ("Stipulation"), and finding good cause therefore, the foregoing Stipulation is hereby confirmed as an Order of the Court.

DATED: 2/18/10



Hon. ~~Jacqueline Hong-Ngoc Nguyen~~
Judge of the U.S. District Court
Charles F. Eick
United States Magistrate Judge