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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

*In re Trader Joe's Tuna Litigation*

Case No. 2:16-cv-01371-ODW (AJW)

~~PROPOSED~~ STIPULATED  
PROTECTIVE ORDER

1 **1. PURPOSES AND LIMITATIONS**

2 Disclosure and discovery activity in this action are likely to involve production  
3 of privileged, confidential, proprietary, trade secret, or private information for which  
4 special protection from public disclosure and from use for any purpose other than  
5 prosecuting and defending this litigation may be warranted. Accordingly, Plaintiff  
6 Atzimba Reyes and Defendants Trader Joe’s Company and Trader Joe’s East Inc.  
7 hereby stipulate to and petition the court to enter the following Stipulated Protective  
8 Order. The Parties acknowledge that this Order does not confer blanket protections  
9 on all disclosures or responses to discovery and that the protection it affords from  
10 public disclosure and use extends only to the limited information or items that are  
11 entitled to confidential treatment under the applicable legal principles. The Parties  
12 further acknowledge, as set forth in Section 12.3, below, that this Stipulated  
13 Protective Order does not entitle them to file confidential information under seal;  
14 Civil Local Rule 79-5 sets forth the procedures that must be followed and the  
15 standards that will be applied when a party seeks permission from the court to file  
16 material under seal.

17 **2. DEFINITIONS**

18 2.1. Challenging Party: a Party or Non-Party that challenges the designation  
19 of information or items under this Order.

20 2.2. “Confidential” Information or Items: information (regardless of how it  
21 is generated, stored, or maintained) or tangible things that qualify for protection under  
22 Federal Rule of Civil Procedure 26(c).

23 2.3. Counsel (without qualifier): Outside Counsel of Record and House  
24 Counsel (as well as their support staff).

25 2.4. Designating Party: a Party or Non-Party that designates information or  
26 items that it produces in disclosures or in responses to discovery as  
27 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

1           2.5. Disclosure or Discovery Material: all items and information, regardless  
2 of the medium or manner in which they are generated, stored, or maintained  
3 (including, among other things, testimony, transcripts, and tangible things) that are  
4 produced or generated in disclosures or responses to discovery in this matter.

5           2.6. Expert: a person with specialized knowledge or experience in a matter  
6 pertinent to the litigation who has been retained by a Party or its, his, or her counsel  
7 to serve as an expert witness or as a consultant in this action, and who is not currently  
8 employed by or acting as a business consultant or advisor to a competing retail  
9 grocer.

10           2.7. “HIGHLY CONFIDENTIAL” Information or Items: information  
11 (regardless of how it is generated, stored or maintained) or tangible things that qualify  
12 for protection under Federal Rule of Procedure 26(c), the disclosure of which the  
13 Designating Party believes in good faith would create a substantial risk of serious  
14 financial or other injury that cannot be avoided by less restrictive means.

15           2.8. House Counsel: attorneys who are employees of a party to this action.  
16 House Counsel does not include Outside Counsel of Record or any other outside  
17 counsel.

18           2.9. Non-Party: any natural person, partnership, corporation, limited liability  
19 company, association, or other legal entity not named as a Party to this action.

20           2.10. Outside Counsel of Record: attorneys who are not employees of a Party  
21 to this action but are retained to represent or advise a Party to this action and have  
22 appeared in this action on behalf of that Party or are associated or affiliated with a  
23 law firm that has appeared on behalf of that Party, and their support staff.

24           2.11. Party: any Party to this action, including all of its, his or her officers,  
25 directors, employees, consultants, retained experts, and Outside Counsel of Record  
26 (and their support staffs).

27           2.12. Producing Party: a Party or Non-Party that produces Disclosure or  
28 Discovery Material in this action.

1           2.13. Professional Vendors: persons or entities that provide litigation support  
2 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
3 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
4 and their employees and subcontractors.

5           2.14. Protected Material: any Disclosure or Discovery Material that is  
6 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

7           2.15. Receiving Party: a Party that receives Disclosure or Discovery Material  
8 from a Producing Party.

9       **3. SCOPE**

10           The protections conferred by this Stipulation and Order cover not only  
11 Protected Material (as defined above), but also (1) any information copied or  
12 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
13 compilations of Protected Material; and (3) any testimony, conversations, or  
14 presentations by Parties or their Counsel that might reveal Protected Material.  
15 However, the protections conferred by this Stipulation and Order do not cover the  
16 following information: (a) any information that is in the public domain at the time of  
17 disclosure to a Receiving Party or that becomes part of the public domain after its  
18 disclosure to a Receiving Party as a result of publication not involving a violation of  
19 this Order, including becoming part of the public record through trial or otherwise;  
20 and (b) any information known to the Receiving Party prior to the disclosure or  
21 obtained by the Receiving Party after the disclosure from a source who obtained the  
22 information lawfully and under no obligation of confidentiality to the Designating  
23 Party. Any use of Protected Material at trial shall be governed by a separate  
24 agreement or order.

25       **4. DURATION**

26           Even after final disposition of this litigation, the confidentiality obligations  
27 imposed by this Order shall remain in effect until a Designating Party agrees  
28 otherwise in writing or a court order otherwise directs. Final disposition shall be

1 deemed to be the later of (1) dismissal of all claims and defenses in this action, with  
2 or without prejudice; and (2) final judgment herein after the completion and  
3 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,  
4 including the time limits for any motions or applications for extension of time  
5 pursuant to applicable law.

6 **5. DESIGNATING PROTECTED MATERIAL**

7 5.1. Exercise of Restraint and Care in Designating Material for Protection.

8 Each Party or Non-Party that designates information or items for protection under this  
9 Order must take care to limit any such designation to specific material that qualifies  
10 under the appropriate standards. To the extent practicable, the Designating Party  
11 must designate for protection only those parts of material, documents, items, or oral  
12 or written communications that qualify – so that other portions of the material,  
13 documents, items, or communications for which protection is not warranted are not  
14 swept unjustifiably within the ambit of this Order.

15 Mass, indiscriminate, or routinized designations are prohibited. Designations  
16 that are shown to be clearly unjustified or that have been made for an improper  
17 purpose (e.g., to unnecessarily encumber or retard the case development process or to  
18 impose unnecessary expenses and burdens on other parties) expose the Designating  
19 Party to sanctions.

20 If it comes to a Designating Party's attention that information or items that it  
21 designated for protection do not qualify for protection, that Designating Party must  
22 promptly notify all other Parties that it is withdrawing the mistaken designation.

23 5.2. Manner and Timing of Designations. Expect as otherwise provided in  
24 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
25 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
26 under this Order must be clearly so designated before the material is disclosed or  
27 produced.

28 Designation in conformity with this Order requires:

1 (a) for information in documentary form (e.g., paper or electronic  
2 documents, but excluding transcripts of depositions or other pretrial or trial  
3 proceedings), that the Producing Party affix the legend “CONFIDENTIAL” or  
4 “HIGHLY CONFIDENTIAL” to each page that contains protected material. If only  
5 a portion of the material on a page qualifies for protection, the Producing Party must  
6 clearly identify the protected portions (e.g., by making appropriate markings in the  
7 margins).

8 A Party or Non-Party that makes original documents or materials available for  
9 inspection need not designate them for protection until after the inspecting Party has  
10 indicated which material it would like copied and produced. During the inspection  
11 and before the designation, all of the materials made available for inspection shall be  
12 deemed “HIGHLY CONFIDENTIAL.” After the inspecting Party has identified the  
13 documents it wants copied and produced, the Producing Party must determine which  
14 documents, or portions thereof, qualify for protection under this Order. Then, before  
15 producing the specified documents, the Producing Party must affix the  
16 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” legend to each page that  
17 contains Protected Material. If only a portion or portions of the material on a page  
18 qualifies for protection, the Producing Party also must clearly identify the protected  
19 portion(s) (e.g., by making appropriate markings in the margins).

20 (b) for testimony given in depositions or in other pretrial proceedings,  
21 that the Designating Party identify on the record, before the close of the deposition,  
22 hearing, or other proceeding, all protected testimony. When it is impractical to  
23 identify separately each portion of testimony that is entitled to protection and it  
24 appears that substantial portions of the testimony may qualify for protection, the  
25 Designating Party may invoke on the record (before the deposition, hearing, or other  
26 proceeding is concluded) a right to have up to 14 days from receipt of the transcript to  
27 identify the specific portions of the testimony as to which protection is sought and to  
28 specify the level of protection being asserted. Only those portions of the testimony

1 that are appropriately designated for protection within those 14 days shall be covered  
2 by the provisions of this Stipulated Protective Order. Alternatively, a Designating  
3 Party may specify, at the deposition or up to 14 days from receipt of the transcript, if  
4 that period is properly invoked, that the entire transcript shall be treated as “HIGHLY  
5 CONFIDENTIAL.”

6 Transcripts containing Protected Material shall have an obvious legend on the  
7 title page that the transcript contains Protected Material, and the title page shall be  
8 followed by a list of all pages (including line numbers as appropriate) that have been  
9 designated as Protected Material and the level of protection being asserted by the  
10 Designating Party. The Designating Party shall inform the court reporter of these  
11 requirements. Any transcript that is prepared before the expiration of the 14-day  
12 period for designation shall be treated during that period as if it had been designated  
13 “HIGHLY CONFIDENTIAL.”

14 (c) for information produced in some form other than documentary and  
15 for any other tangible items, that the Producing Party affix in a prominent place on  
16 the exterior of the container or containers in which the information or item is stored  
17 the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.” If only a portion  
18 or portions of the information or item warrant protection, the Producing Party, to the  
19 extent practicable, shall identify the protected portion(s).

20 5.3. Inadvertent Failure to Designate. If corrected within a reasonable period  
21 of time, an inadvertent failure to designate qualified information or items does not,  
22 standing alone, waive the Designating Party’s right to secure protection under this  
23 Order for such material. Upon timely correction of a designation, the Receiving  
24 Party must take reasonable efforts to assure that the material is treated in accordance  
25 with the provisions of this Order.

26 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

27 6.1. Timing of Challenges. Any Party or Non-Party may make a good-faith  
28 challenge to a designation of confidentiality at any time. Unless a prompt challenge

1 to a Designating Party's confidentiality designation is necessary to avoid foreseeable,  
2 substantial unfairness, unnecessary economic burdens, or a significant disruption or  
3 delay of the litigation, a Party does not waive its right to challenge a confidentiality  
4 designation by electing not to mount a challenge promptly after the original  
5 designation is disclosed.

6 6.2. Meet and Confer. The Challenging Party shall initiate the dispute  
7 resolution process under Local Rule 37-1 et seq.

8 6.3. Joint Stipulation. Any challenge submitted to the court shall be via a  
9 joint stipulation pursuant to Local Rule 37-2.

10 6.4. The burden of persuasion in any such challenge proceeding shall be on  
11 the Designating Party. Frivolous challenges, and those made for an improper purpose  
12 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
13 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
14 or withdrawn the confidentiality designations, all parties shall continue to afford the  
15 material in question the level of protection to which it is entitled under the Producing  
16 Party's designation until the court rules on the challenge.

17 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

18 7.1. Basic Principles. A Receiving Party may use Protected Material that is  
19 disclosed or produced by another Party or by a Non-Party in connection with this  
20 Action only for prosecuting, defending, or attempting to settle this action. Protected  
21 Material may not be used for any other purpose, including any use relating to any  
22 other actual or potential litigation, whether or not related to this litigation. Protected  
23 Material may be disclosed only to the categories of persons and under the conditions  
24 described in this Order. When the litigation has been terminated, a Receiving Party  
25 must comply with the provisions of section 13 below (FINAL DISPOSITION).

26 Protected Material must be stored and maintained by a Receiving Party at a  
27 location and in a secure manner that ensures that access is limited to the persons  
28 authorized under this Order.



1           7.2. Disclosure of “CONFIDENTIAL” Information or Items. Unless  
2 otherwise ordered by the court or permitted in writing by the Designating Party, a  
3 Receiving Party may disclose any information or item designated  
4 “CONFIDENTIAL” only to:

5           (a) the Receiving Party’s Outside Counsel of Record in this action, as  
6 well as employees of said Outside Counsel of Record to whom it is reasonably  
7 necessary to disclose the information for this litigation;

8           (b) other attorneys working on discrete projects related to this action  
9 at the request of Receiving Party’s Outside Counsel of Record in this action to whom  
10 it is reasonably necessary to disclose the information for completion of said projects  
11 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
12 A);

13           (c) the officers, directors, and employees (including House Counsel)  
14 of the Receiving Party to whom disclosure is reasonably necessary for this litigation  
15 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
16 A);

17           (d) Experts (as defined in this Order) of the Receiving Party to whom  
18 disclosure is reasonably necessary for this action and who have signed the  
19 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

20           (e) the court and its personnel;

21           (f) court reporters and their staff, professional jury or trial  
22 consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably  
23 necessary for this litigation and who have signed the “Acknowledgment and  
24 Agreement to Be Bound” (Exhibit A);

25           (g) during their depositions, witnesses in the action to whom  
26 disclosure is reasonably necessary and who have signed the “Acknowledgment and  
27 Agreement to Be Bound” (Exhibit A), unless otherwise ordered by the court. Pages  
28 of transcribed deposition testimony or exhibits to depositions that reveal Protected

1 Material must be separately bound by the court reporter and may not be disclosed to  
2 anyone except as permitted under this Stipulated Protective Order.

3 (h) the author or recipient of a document containing the information  
4 or a custodian or other person who otherwise possessed or knew the information.

5 7.3. Disclosure of “HIGHLY CONFIDENTIAL” Information or Items.  
6 Unless otherwise ordered by the court or permitted in writing by the Designating  
7 Party, a Receiving Party may disclose any information or item designated “HIGHLY  
8 CONFIDENTIAL” only to:

9 (a) the Receiving Party’s Outside Counsel of Record in this action, as  
10 well as employees of said Outside Counsel of Record to whom it is reasonably  
11 necessary to disclose the information for this litigation;

12 (b) one officer, director, or employee (including House Counsel) of  
13 the Receiving Party to whom disclosure is reasonably necessary for this litigation and  
14 who has signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

15 (c) other attorneys working on discrete projects related to this action  
16 at the request of Receiving Party’s Outside Counsel of Record in this action to whom  
17 it is reasonably necessary to disclose the information for completion of said projects  
18 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
19 A);

20 (d) Experts (as defined in this Order) of the Receiving Party to whom  
21 disclosure is reasonably necessary for this litigation and who have signed the  
22 “Acknowledgement and Agreement to Be Bound” (Exhibit A);

23 (e) the court and its personnel;

24 (f) court reporters and their staff, professional jury or trial  
25 consultants, and Professional Vendors to whom disclosure is reasonably necessary for  
26 this litigation and who have signed the “Acknowledgement and Agreement to Be  
27 Bound” (Exhibit A);

28

1 (g) during their depositions, witnesses in the action to whom  
2 disclosure is reasonably necessary and who have signed the “Acknowledgment and  
3 Agreement to Be Bound” (Exhibit A), unless otherwise ordered by the court. Pages  
4 of transcribed deposition testimony or exhibits to depositions that reveal Protected  
5 Material must be separately bound by the court reporter and may not be disclosed to  
6 anyone except as permitted under this Stipulated Protective Order.

7 (h) the author or recipient of a document containing the information  
8 or a custodian or other person who otherwise possessed or knew the information.

9 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
10 **PRODUCED IN OTHER LITIGATION**

11 If a Party is served with a subpoena or a court order issued in other litigation  
12 that compels disclosure of any information or items designated in this action as  
13 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL,” that Party must:

14 (a) promptly notify in writing the Designating Party. Such notification shall  
15 include a copy of the subpoena or court order;

16 (b) promptly notify in writing the party who caused the subpoena or order to  
17 issue in the other litigation that some or all of the material covered by the subpoena or  
18 order is subject to this Order. Such notification shall include a copy of this Order;  
19 and

20 (c) cooperate with respect to all reasonable procedures sought to be pursued  
21 by the Designating Party whose Protected Material may be affected.

22 If the Designating Party timely seeks a protective order, the Party served with  
23 the subpoena or court order shall not produce any information designated in this  
24 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” before a  
25 determination by the court from which the subpoena or order issued, unless the Party  
26 has obtained the Designating Party’s permission. The Designating Party shall bear  
27 the burden and expense of seeking protection in that court of its confidential material  
28

1 – and nothing in these provisions should be construed as authorizing or encouraging a  
2 Receiving Party in this action to disobey a lawful directive from another court.

3 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
4 **PRODUCED IN THIS LITIGATION**

5 (a) The terms of this Order are applicable to information produced by a  
6 Non-Party in this action and designated as “CONFIDENTIAL.” Such information  
7 produced by Non-Parties in connection with this litigation is protected by the  
8 remedies and relief provided by this Order. Nothing in these provisions should be  
9 construed as prohibiting a Non-Party from seeking additional protections.

10 (b) In the event that a Party is required, by a valid discovery request, to  
11 produce a Non-Party’s confidential information in its possession, and the Party is  
12 subject to an agreement with the Non-Party not to produce the Non-Party’s  
13 confidential information, then the Party shall:

14 (1) promptly notify in writing the Requesting Party and the Non-Party  
15 that some or of the information requested is subject to a confidentiality agreement  
16 with a Non-Party;

17 (2) promptly provide the Non-Party with a copy of this Order, the  
18 relevant discovery request(s), and a reasonably specific description of the information  
19 required; and

20 (3) make the information requested available for inspection by the  
21 Non-Party.

22 (c) If the Non-Party does not seek a protective order from this court within  
23 14 days of receiving the notice and accompanying information, the Receiving Party  
24 may produce the Non-Party’s confidential information responsive to the discovery  
25 request assuming the Receiving Party has complied with all duties and obligations  
26 owed to the Non-Party with respect to maintaining the confidentiality of the Non-  
27 Party information in its possession. If the Non-Party timely seeks a protective order,  
28 the Receiving Party shall not produce any information in its possession or control that

1 is subject to the confidentiality agreement with the Non-Party before a determination  
2 by the court.<sup>1</sup> Absent a court order to the contrary, the Non-Party shall bear the  
3 burden and expense of seeking protection in this court of its Protected Material.

4 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

5 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
6 Protected Material to any person or in any circumstance not authorized under this  
7 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
8 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
9 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
10 persons to whom unauthorized disclosures were made of all the terms of this Order,  
11 and (d) request such person or persons to execute the “Acknowledgment and  
12 Agreement to Be Bound” that is attached hereto as Exhibit A.

13 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
14 **PROTECTED MATERIAL**

15 When a Producing Party gives notice to Receiving Parties that certain  
16 inadvertently produced material is subject to a claim of privilege or other protection,  
17 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
18 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
19 may be established in an e-discovery order that provides for production without prior  
20 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
21 Parties reach an agreement on the effect of disclosure of a communication or  
22 information covered by the attorney-client privilege or work product protection, the  
23 Parties may incorporate their agreement in the stipulated protective order submitted  
24 to the court.

25  
26  
27 \_\_\_\_\_  
28 <sup>1</sup> The purpose of this provision is to alert the interested parties to the existence of  
confidentiality rights of a Non-Party and to afford the Non-Party an opportunity to  
protect its confidentiality interests in this court.

1 **12. MISCELLANEOUS**

2 12.1. Right to Further Relief. Nothing in this Order abridges the right of any  
3 person to seek its modification by the court in the future.

4 12.2. Right to Assert Other Objections. By stipulating to the entry of this  
5 Order, no Party waives any right it otherwise would have to object to disclosing or  
6 producing any information or item on any ground not addressed in this Order.  
7 Similarly, no Party waives any right to object on any ground to use in evidence of any  
8 of the material covered by this Protective Order.

9 12.3. Filing Protected Material. A Party that seeks to file under seal any  
10 Protected Material must comply with Local Civil Rule 79-5. Protected Material may  
11 only be filed under seal pursuant to a court order authorizing the sealing of the  
12 specific Protected Material at issue. If a Party's request to file Protected Material  
13 under seal is denied by the court, then the Receiving Party may file the information in  
14 the public record unless otherwise instructed by the court.

15 12.4. Additional Parties or Attorneys. If additional parties are joined or  
16 intervene in this action, the newly joined parties shall not have access to Protected  
17 Material until their counsel has executed and, at the request of any Party, filed with  
18 the court, its agreement to be bound by this Order.

19 12.5. No Loss of Confidentiality by Use in Litigation or Appeal. If Protected  
20 Material is used in any court proceeding in this litigation or any appeal, it shall not  
21 lose its status as Protected Material through such use. Counsel shall comply with the  
22 terms of this Order and all applicable local rules and shall confer on the procedures  
23 necessary to protect the confidentiality of Protected Material used in the court of any  
24 court proceedings.

25 12.6. Exclusion of Individuals from Depositions. Counsel for any Designating  
26 Party shall have the right to exclude from depositions any person who is not  
27 authorized by this Order to receive documents or information designated as Protected  
28 Material.

1 **13. FINAL DISPOSITION**

2 Within 60 days after the final disposition of this action, as defined in paragraph  
3 4, each Receiving Party must return all Protected Material to the Producing Party or  
4 destroy such material. As used in this subdivision, “all Protected Material” includes  
5 all copies, abstracts, compilations, summaries, and any other format reproducing or  
6 capturing any of the Protected Material. Whether the Protected Material is returned  
7 or destroyed, the Receiving Party must submit a written certification to the Producing  
8 Party (and, if not the same person or entity, to the Designating Party) by the 60-day  
9 deadline that (1) identifies (by category, where appropriate) all the Protected Material  
10 that was returned or destroyed and (2) affirms that the Receiving Party has not  
11 retained any copies, abstracts, compilations, summaries, or any other format  
12 reproducing or capturing any of the Protected Material. Notwithstanding this  
13 provision, Counsel are entitled to retain an archival copy of all pleadings, motion  
14 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,  
15 deposition and trial exhibits, expert reports, attorney work product, and consultant  
16 and expert work product, even if such materials contain Protected Material. Any  
17 such archival copies that contain or constitute Protected Material remain subject to  
18 this Protective Order as set forth in Section 4 (DURATION).

19 **14. VIOLATION**

20 Any violation of this Order may be punished by appropriate measures  
21 including, without limitation, contempt proceedings and/or monetary sanctions.

22 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

23 **DATED:** December 21, 2017                      **PARKS & SOLAR, LLP**

24 By: /s/ Robert J. Parks  
25 **ROBERT J. PARKS**  
26 **KEITH R. SOLAR**  
27 **DOUGLAS W. GILLIE**  
28 *Attorneys for Defendants*  
*Trader Joe’s Company and*  
*Trader Joe’s East Inc.*

1 **DATED:** December 21, 2017

BURSOR & FISHER, P.A.

2 By:  /s/ L. Timothy Fisher

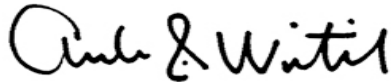
3 L. TIMOTHY FISHER

4 L. Timothy Fisher (State Bar No. 191626)  
5 1990 North California Boulevard, Suite 940  
6 Walnut Creek, CA 94596  
7 Telephone: (925) 300-4455  
8 Facsimile: (925) 407-2700  
9 E-Mail: ltfisher@bursor.com

*Interim Class Counsel*

10 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

11  
12 **DATED:** December 21, 2017

13 

14 HON. ANDREW J. WISTRICH  
15 United States Magistrate Judge



1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of  
4 \_\_\_\_\_ [print or type full address],  
5 declare under penalty of perjury that I have read in its entirety and understand the  
6 Stipulated Protective Order that was issued by the United States District Court for the  
7 Central District of California in the case of *Atzimba Reyes v. Trader Joe's Company*  
8 *et al.*, Case No. 2:16-cv-01371-ODW-AJW. I agree to comply with and to be bound  
9 by all the terms of this Stipulated Protective Order and I understand and acknowledge  
10 that failure to so comply could expose me to sanctions and punishment in the nature  
11 of contempt. I solemnly promise that I will not disclose in any manner any  
12 information or item that is subject to this Stipulated Protective Order to any person or  
13 entity except in strict compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court  
15 for the Central District of California for the purpose of enforcing the terms of this  
16 Stipulated Protective Order, even if such enforcement proceedings occur after  
17 termination of this action. I hereby appoint \_\_\_\_\_ [print or  
18 type full name] of \_\_\_\_\_ [print or type full address  
19 and telephone number] as my California agent for service of process in connection  
20 with this action or any proceedings related to the enforcement of this Stipulated  
21 Protective Order.

22  
23 Date: \_\_\_\_\_

24 City and State where sworn and signed: \_\_\_\_\_

25  
26 Printed name: \_\_\_\_\_

27  
28 Signature: \_\_\_\_\_