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10 *Attorneys for Defendant*  
 FEDEX GROUND PACKAGE SYSTEM, INC.

11  
 12 **UNITED STATES DISTRICT COURT**  
 13 **CENTRAL DISTRICT OF CALIFORNIA**  
 14

15 GENARO CAMPOS, on behalf of  
 16 himself and all others similarly  
 17 situated,

18 Plaintiff,

19 v.

20 RL ON-TIME DELIVERY  
 SERVICE, INC.; FEDEX  
 21 CORPORATION; FEDEX  
 GROUND PACKAGE SYSTEM,  
 22 INC.; and DOES 1-100, inclusive,

23 Defendants.  
 24  
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Case No. 2:23-cv-04082-FLA-SK

**STIPULATED PROTECTIVE  
 ORDER REGARDING  
 CONFIDENTIAL INFORMATION;  
 ORDER THEREON**

DISCOVERY MATTER

District Judge: Hon. Fernando L.  
 Aenlle-Rocha  
 Magistrate Judge: Hon. Steven Kim  
 Courtroom: 6B  
 Complaint Filed: April 25, 2023



1 Civil Local Rule 79-5 sets forth the procedures that must be followed and the  
2 standards that will be applied when a party seeks permission from the Court to file  
3 material under seal.

4 **B. GOOD CAUSE STATEMENT**

5 This action is likely to involve confidential business, financial, proprietary  
6 and personal information for which special protection from public disclosure and  
7 from use for any purpose other than prosecution of this action is warranted. Such  
8 confidential and proprietary materials and information consist of, among other  
9 things, confidential business or financial information, information regarding  
10 confidential business practices, methods, policies, and procedures, or other  
11 confidential commercial information (including information implicating privacy  
12 rights of third parties), personal information, including personal financial  
13 information about third parties, and information otherwise generally unavailable to  
14 the public, or which may be privileged or otherwise protected from disclosure under  
15 state or federal statutes, court rules, case decisions, or common law. Accordingly,  
16 to expedite the flow of information, to facilitate the prompt resolution of disputes  
17 over confidentiality of discovery materials, to adequately protect information the  
18 parties are entitled to keep confidential, to ensure that the parties are permitted  
19 reasonable necessary uses of such material in preparation for and in the conduct of  
20 trial, to address their handling at the end of the litigation, and serve the ends of  
21 justice, a protective order for such information is justified in this matter. It is the  
22 intent of the parties that information will not be designated as confidential for  
23 tactical reasons and that nothing be so designated without a good faith belief that it  
24 has been maintained in a confidential, non-public manner, and there is good cause  
25 why it should not be part of the public record of this case.

26 **2. DEFINITIONS**

27 2.1 "Action" means the action titled *Genaro Campos v. RL On-Time*

1 *Delivery Service, Inc. et al.*, Case No. 2:23-cv-04082-FLA-SK.

2 2.2 “Challenging Party” means a Party or Non-Party that challenges the  
3 designation of information or items under this Order.

4 2.3 “CONFIDENTIAL” Information or Items means information  
5 (regardless of how it is generated, stored, or maintained) or tangible things that  
6 qualify for protection under applicable law and the terms of this Stipulation and  
7 Protective Order.

8 2.4 “Counsel” (without qualifier) means Outside Counsel of Record and  
9 House Counsel (as well as their support staff).

10 2.5 “Designating Party” means a Party or Non-Party that designates  
11 information or items that it produces in disclosures or in responses to discovery as  
12 “CONFIDENTIAL.”

13 2.6 “Disclosure or Discovery Material” means all items or information,  
14 regardless of the medium or manner in which it is generated, stored, or maintained  
15 (including, among other things, testimony, transcripts, and tangible things), that are  
16 produced or generated in disclosures or responses to discovery in this matter.

17 2.7 “Expert” means a person with specialized knowledge or experience in  
18 a matter pertinent to the litigation who has been retained by a Party or its counsel to  
19 serve as an expert witness or as a consultant in this Action.

20 2.8 “House Counsel” means attorneys who are employees of a Party to this  
21 Action. House Counsel does not include Outside Counsel of Record or any other  
22 outside counsel.

23 2.9 “Non-Party” means any natural person, partnership, corporation,  
24 association, or other legal entity not named as a Party to this Action.

25 2.10 “Outside Counsel of Record” means attorneys who are not employees  
26 of a Party to this Action but are retained to represent or advise a Party to this Action  
27 and have appeared in this Action on behalf of that Party or are affiliated with a law  
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1 firm which has appeared on behalf of that party.

2 2.11 “Party” means any party to this Action, including all of its officers,  
3 directors, employees, consultants, retained experts, and Outside Counsel of Record  
4 (and their support staffs).

5 2.12 “Producing Party” means a Party or Non-Party that produces  
6 Disclosure or Discovery Material in this Action.

7 2.13 “Professional Vendors” means persons or entities that provide  
8 litigation support services (e.g., photocopying, videotaping, translating, preparing  
9 exhibits or demonstrations, and organizing, storing, or retrieving data in any form  
10 or medium) and their employees and subcontractors.

11 2.14 “Protected Material” means any Disclosure or Discovery Material that  
12 is designated as “CONFIDENTIAL.”

13 2.15 “Receiving Party” means a Party that receives Disclosure or Discovery  
14 Material from a Producing Party.

15 **3. SCOPE**

16 The protections conferred by this Stipulation and Order cover not only  
17 Protected Material (as defined above), but also (1) any information copied or  
18 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
19 compilations of Protected Material; and (3) any testimony, conversations, or  
20 presentations by Parties or their Counsel that might reveal Protected Material.

21 However, the protections conferred by this Stipulation and Order do not cover the  
22 following information: (a) any information that is in the public domain at the time  
23 of disclosure to a Receiving Party or becomes part of the public domain after its  
24 disclosure to a Receiving Party as a result of publication not involving a violation  
25 of this Order, including becoming part of the public record through trial or  
26 otherwise; and (b) any information known to the Receiving Party prior to the  
27 disclosure or obtained by the Receiving Party after the disclosure from a source

1 who obtained the information lawfully and under no obligation of confidentiality to  
2 the Designating Party. Any use of Protected Material at trial shall be governed by a  
3 separate agreement or order. This Order does not govern the use of Protected  
4 Material at trial.

5 **4. DURATION**

6 Even after final disposition of this litigation, the confidentiality obligations  
7 imposed by this Order shall remain in effect until a Designating Party agrees  
8 otherwise in writing or a court order otherwise directs. Final disposition shall be  
9 deemed to be the later of (1) dismissal of all claims and defenses in this Action,  
10 with or without prejudice; and (2) final judgment herein after the completion and  
11 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
12 including the time limits for filing any motions or applications for extension of time  
13 pursuant to applicable law.

14 **5. DESIGNATING PROTECTED MATERIAL**

15 5.1 Exercise of Restraint and Care in Designating Material for Protection.

16 Each Party or Non-Party that designates information or items for protection under  
17 this Order must take care to limit any such designation to specific material that  
18 qualifies under the appropriate standards. The Designating Party must designate for  
19 protection only those parts of material, documents, items, or oral or written  
20 communications that qualify – so that other portions of the material, documents,  
21 items, or communications for which protection is not warranted are not swept  
22 unjustifiably within the ambit of this Order.

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

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

4 5.2 Manner and Timing of Designations. Except as otherwise provided in  
5 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
6 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
7 under this Order must be clearly so designated before the material is disclosed or  
8 produced.

9 Designation in conformity with this Order requires:

10 (a) for information in documentary form (e.g., paper or electronic  
11 documents, but excluding transcripts of depositions or other pretrial or trial  
12 proceedings), that the Producing Party affix the legend "CONFIDENTIAL" to  
13 each page that contains protected material. If only a portion or portions of the  
14 material on a page qualifies for protection, the Producing Party also must clearly  
15 identify the protected portion(s) (e.g., by making appropriate markings in the  
16 margins).

17 "CONFIDENTIAL" designations shall be made upon a good faith  
18 determination that the documents contain information protected from disclosure by  
19 statute or that should be protected from disclosure, such as confidential personal  
20 information, medical or psychiatric information, personnel records, trade secrets,  
21 proprietary information, or other sensitive or confidential business, technical, sales  
22 marketing, financial, commercial, or competitively sensitive information that is not  
23 publicly available.

24 A Party or Non-Party that makes original documents or materials available  
25 for inspection need not designate them for protection until after the inspecting Party  
26 has indicated which material it would like copied and produced. During the  
27 inspection and before the designation, all of the material made available for  
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1 inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has  
2 identified the documents it wants copied and produced, the Producing Party must  
3 determine which documents, or portions thereof, qualify for protection under this  
4 Order. Then, before producing the specified documents, the Producing Party must  
5 affix the “CONFIDENTIAL” legend to each page that contains Protected Material.  
6 If only a portion or portions of the material on a page qualifies for protection, the  
7 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
8 appropriate markings in the margins).

9 (b) for testimony given in deposition or in other pretrial or trial proceedings,  
10 that the Designating Party identify on the record, before the close of the deposition,  
11 hearing, or other proceeding, all protected testimony.

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

18 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
19 failure to designate qualified information or items does not, standing alone, waive  
20 the Designating Party’s right to secure protection under this Order for such  
21 material. Upon timely correction of a designation, the Receiving Party must make  
22 reasonable efforts to assure that the material is treated in accordance with the  
23 provisions of this Order.

## 24 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

25 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
26 designation of confidentiality at any time. Unless a prompt challenge to a  
27 Designating Party’s confidentiality designation is necessary to avoid foreseeable,  
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1 substantial unfairness, unnecessary economic burdens, or a significant disruption or  
2 delay of the litigation, a Party does not waive its right to challenge a confidentiality  
3 designation by electing not to mount a challenge promptly after the original  
4 designation is disclosed.

5       6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
6 resolution process by providing written notice of each designation it is challenging  
7 and describing the basis for each challenge. To avoid ambiguity as to whether a  
8 challenge has been made, the written notice must recite that the challenge to  
9 confidentiality is being made in accordance with this specific paragraph of the  
10 Protective Order. The Parties shall attempt to resolve each challenge in good faith  
11 and must begin the process by conferring directly (in voice-to-voice dialogue; other  
12 forms of communication are not sufficient) within 14 days of the date of service of  
13 notice. In conferring, the Challenging Party must explain the basis for its belief that  
14 the confidentiality designation was not proper and must give the Designating Party  
15 an opportunity to review the designated material, to reconsider the circumstances,  
16 and, if no change in designation is offered, to explain the basis for the chosen  
17 designation. A Challenging Party may proceed to the next stage of the challenge  
18 process only if it has engaged in this meet and confer process first or establishes  
19 that the Designating Party is unwilling to participate in the meet and confer process  
20 in a timely manner.

21       6.3 Judicial Intervention. A Party that elects to press a challenge to a  
22 confidentiality designation after considering the justification offered by the  
23 Designating Party may file and serve a motion that identifies the challenged  
24 material and sets forth in detail the basis for the challenge. Each such motion must  
25 be accompanied by a competent declaration that affirms that the movant has  
26 complied with the meet and confer requirements set forth in the preceding  
27 paragraph.

1 The burden of persuasion in any such challenge proceeding shall be on the  
2 Designating Party. Frivolous challenges, and those made for an improper purpose  
3 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
4 expose the Party challenging the designation to sanctions. Until the court rules on  
5 the challenge, all parties shall afford the material in question the level of protection  
6 originally designated.

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

8 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
9 disclosed or produced by another Party or by a Non-Party in connection with this  
10 case only for prosecuting, defending, or attempting to settle this litigation. Such  
11 Protected Material may be disclosed only to the categories of persons and under the  
12 conditions described in this Order. When the litigation has been terminated, a  
13 Receiving Party must comply with the provisions of section 13 below (FINAL  
14 DISPOSITION).

15 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
16 otherwise ordered by the court or permitted in writing by the Designating Party, a  
17 Receiving Party may disclose any information or item designated  
18 “CONFIDENTIAL” only to:

19 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well  
20 as employees of said Outside Counsel of Record to whom it is reasonably necessary  
21 to disclose the information for this litigation and who have signed the  
22 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit  
23 A;

24 (b) the officers, directors, and employees (including House Counsel) of the  
25 Receiving Party to whom disclosure is reasonably necessary for this litigation and  
26 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);  
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1 (c) Experts (as defined in this Order) of the Receiving Party to whom  
2 disclosure is reasonably necessary for this litigation and who have signed the  
3 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 (d) the court and its personnel;

5 (e) court reporters and their staff, professional jury or trial consultants,  
6 mock jurors, and Professional Vendors to whom disclosure is reasonably necessary  
7 for this litigation and who have signed the “Acknowledgment and Agreement to Be  
8 Bound” (Exhibit A);

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

16 (g) the author or recipient of a document containing the information or a  
17 custodian or other person who otherwise possessed or knew the information.

18 (h) Any mediator or settlement officer, and their supporting personnel,  
19 mutually agreed upon by any of the parties engaged in settlement discussions.

20 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
21 **PRODUCED IN OTHER LITIGATION**

22 If a Party is served with a subpoena or a court order issued in other litigation  
23 that compels disclosure of any information or items designated in this Action as  
24 “CONFIDENTIAL” that Party must:

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

1 (b) promptly notify in writing the Party who caused the subpoena or order  
2 to issue in the other litigation that some or all of the material covered by the  
3 subpoena or order is subject to this Protective Order. Such notification shall include  
4 a copy of this Stipulated Protective Order; and

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

7 If the Designating Party timely seeks a protective order, the Party served with  
8 the subpoena or court order shall not produce any information designated in this  
9 Action as “CONFIDENTIAL” before a determination by the court from which the  
10 subpoena or order issued, unless the Party has obtained the Designating Party’s  
11 permission. The Designating Party shall bear the burden and expense of seeking  
12 protection in that court of its confidential material – and nothing in these provisions  
13 should be construed as authorizing or encouraging a Receiving Party in this Action  
14 to disobey a lawful directive from another court.

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

17 (a) The terms of this Order are applicable to information produced by a  
18 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
19 produced by Non-Parties in connection with this litigation is protected by the  
20 remedies and relief provided by this Order. Nothing in these provisions should be  
21 construed as prohibiting a Non-Party from seeking additional protections.

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

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

4 (2) promptly provide the Non-Party with a copy of the Stipulated  
5 Protective Order in this litigation, the relevant discovery request(s), and a  
6 reasonably specific description of the information requested; and

7 (3) make the information requested available for inspection by the  
8 Non-Party.

9 (c) If the Non-Party fails to object or seek a protective order from this Court  
10 within 14 calendar days of receiving the notice and accompanying information, the  
11 Receiving Party may produce the Non-Party's confidential information responsive  
12 to the discovery request. If the Non-Party timely seeks a protective order, the  
13 Receiving Party shall not produce any information in its possession or control that  
14 is subject to the confidentiality agreement with the Non-Party before a  
15 determination by the court. Absent a court order to the contrary, the Non-Party shall  
16 bear the burden and expense of seeking protection in this Court of its Protected  
17 Material.

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

19 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
20 Protected Material to any person or in any circumstance not authorized under this  
21 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
22 writing the Designating Party of the unauthorized disclosures, (b) use its best  
23 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the  
24 person or persons to whom unauthorized disclosures were made of all the terms of  
25 this Order, and (d) request such person or persons to execute the "Acknowledgment  
26 and Agreement to Be Bound" that is attached hereto as Exhibit A.

1 **11. INADVERTENT PRODUCTION OF PRIVILEGE OR OTHERWISE**  
2 **PROTECTED MATERIAL**

3 When a Producing Party gives notice to Receiving Parties that certain  
4 inadvertently produced material is subject to a claim of privilege or other  
5 protection, the obligations of the Receiving Parties are those set forth in Federal  
6 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
7 whatever procedure may be established in an e-discovery order that provides for  
8 production without prior privilege review. Pursuant to Federal Rule of Evidence  
9 502(d) and (e), insofar as the Parties reach an agreement on the effect of disclosure  
10 of a communication or information covered by the attorney-client privilege or work  
11 product protection, the Parties may incorporate their agreement in the stipulated  
12 protective order submitted to the court.

13 **12. MISCELLANEOUS**

14 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
15 person to seek its modification by the court in the future.

16 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
17 Protective Order no Party waives any right it otherwise would have to object to  
18 disclosing or producing any information or item on any ground not addressed in  
19 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
20 any ground to use in evidence of any of the material covered by this Protective  
21 Order.

22 12.3 Filing Protected Material. Without written permission from the  
23 Designating Party or a court order secured after appropriate notice to all interested  
24 persons, a Party may not file in the public record in this Action any Protected  
25 Material. A Party that seeks to file under seal any Protected Material must comply  
26 with Local Civil Rule 79-5. Protected Material may only be filed under seal  
27 pursuant to a court order authorizing the sealing of the specific Protected Material  
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1 at issue. Pursuant to Local Civil Rule 79-5, a sealing order will issue only upon a  
2 request establishing that the Protected Material at issue is privileged, protectable as  
3 trade secret, or otherwise entitled to protection under the law. If a Receiving Party's  
4 request to file Protected Material under seal pursuant to Local Civil Rule 79-5(d) is  
5 denied by the Court, then the Receiving Party may file the information in the public  
6 record pursuant to Local Civil Rule 79-5(e) unless otherwise instructed by the  
7 Court.

8 **13. FINAL DISPOSITION**

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

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**14. VIOLATION**

Any violation of this Order may entitle any Party to secure any relief as the Court deems just and appropriate.

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1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

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Dated: August 24, 2023

O'MELVENY & MYERS LLP  
SCOTT VOELZ  
ADAM J. KARR  
ALLAN W. GUSTIN

By:           /s/ Scott Voelz            
          Scott Voelz

*Attorneys for Defendant FedEx Ground  
Package System, Inc.*

Dated: August 24, 2023

O'HAGAN MEYER  
VICKIE V. GRASU  
MATTHEW C. SGNILEK

By:           /s/ Vickie V. Grasu            
          Vickie V. Grasu

*Attorneys for Defendant RL-On Time  
Delivery Service, Inc.*

Dated: August 24, 2023

DA VEGA FISHER MECHTENBERG  
LLP  
MATTHEW H. FISHER

By:           /s/ Matthew H. Fisher            
          Matthew H. Fisher

*Attorneys for Plaintiff Genaro Campos*

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Local Rule 5-4.3.4(a)(2) Attestation

I, Scott Voelz, hereby attest that all signatories listed above, and on those behalf this filling is submitted, concur in the filing's content and have authorized the filing.

Dated: August 24, 2023

SCOTT VOELZ  
O'MELVENY & MYERS LLP

By: /s/ Scott Voelz  
Scott Voelz

**FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

Dated: August 25, 2023

  
\_\_\_\_\_  
Honorable Steve Kim  
U.S. Magistrate Judge

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**EXHIBIT A**  
**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
\_\_\_\_\_ [print or type full address], declare  
under penalty of perjury that I have read in its entirety and understand the  
Stipulated Protective Order that was issued by the United States District Court for  
the Central District of California on \_\_\_\_\_ [date] in the case of *Genaro*  
*Campos v. RL On-Time Delivery Service, Inc. et al.*, Case No. 2:23-cv-04082-FLA-  
SK.

I agree to comply with and to be bound by all the terms of this Stipulated  
Protective Order, and I understand and acknowledge that failure to so comply could  
expose me to sanctions and punishment in the nature of contempt. I solemnly  
promise that I will not disclose in any manner any information or item that is  
subject to this Stipulated Protective Order to any person or entity except in strict  
compliance with the provisions of this Stipulated Protective Order.

I further agree to submit to the jurisdiction of the United States District Court  
for the Central District of California for the purpose of enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this Action.

Date: \_\_\_\_\_  
City and State where sworn and signed: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Signature: \_\_\_\_\_