

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**IN THE UNITED STATES DISTRICT COURT FOR
SOUTHERN DISTRICT OF CALIFORNIA**

KARLA Y. SOUSA, on behalf of
herself and all others similarly
situated,

Plaintiff,

v.

7- Eleven, Inc.,

Defendant.

Case No. 3:19-cv-02142 – JLS-BLM

CLASS ACTION

**ORDER GRANTING JOINT
MOTION FOR PROTECTIVE
ORDER**

[ECF No. 24]

Pursuant to the Court’s Order dated November 16, 2020, the Parties have met and conferred and hereby jointly request entry of this Proposed Protective Order by the Court.

1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from

1 public disclosure and use extends only to the limited information or items that are
2 entitled to confidential treatment under the applicable legal principles. The Parties
3 understand that nothing in this Stipulated Protective Order changes, amends, or
4 circumvents any court rule or local rule.

5 **2. DEFINITIONS**

6 **2.1 Challenging Party:** a Party or Non-Party that challenges the
7 designation of information or items under this Order.

8 **2.2 “CONFIDENTIAL” Information or Items:** information (regardless
9 of how it is generated, stored or maintained) or tangible things that qualify for
10 protection under Federal Rule of Civil Procedure 26(c).

11 **2.3 Counsel (without qualifier):** Outside Counsel of Record and House
12 Counsel (as well as their support staff).

13 **2.4 Designating Party:** a Party or Non-Party that designates information
14 or items that it produces in disclosures or in responses to discovery as
15 “CONFIDENTIAL.”

16 **2.5 Disclosure or Discovery Material:** all items or information,
17 regardless of the medium or manner in which it is generated, stored, or maintained
18 (including, among other things, testimony, transcripts, and tangible things), that are
19 produced or generated in disclosures or responses to discovery in this matter.

20 **2.6 Expert:** a person with specialized knowledge or experience in a
21 matter pertinent to the litigation who has been retained by a Party or its counsel to
22 serve as an expert witness or as a consultant in this action.

23 **2.7 House Counsel:** attorneys who are employees of a party to this
24 action. House Counsel does not include Outside Counsel of Record or any other
25 outside counsel.

26 **2.8 Non-Party:** any natural person, partnership, corporation, association,
27 or other legal entity not named as a Party to this action.

28 **2.09 Outside Counsel of Record:** attorneys who are not employees of a

1 party to this action but are retained to represent or advise a party to this action and
2 have appeared in this action on behalf of that party or are affiliated with a law firm
3 which has appeared on behalf of that party.

4 **2.10 Party:** any party to this action, including all of its officers, directors,
5 employees, consultants, retained experts, and Outside Counsel of Record (and their
6 support staffs).

7 **2.11 Producing Party:** a Party or Non-Party that produces Disclosure or
8 Discovery Material in this action.

9 **2.12 Professional Vendors:** persons or entities that provide litigation
10 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
11 demonstrations, and organizing, storing, or retrieving data in any form or medium)
12 and their employees and subcontractors.

13 **2.13 Protected Material:** any Disclosure or Discovery Material that is
14 designated as “CONFIDENTIAL.”

15 **2.14 Receiving Party:** a Party that receives Disclosure or Discovery
16 Material from, e.g., a Producing Party.

17 **3. SCOPE**

18 The protections conferred by this Stipulation and Order cover not only
19 Protected Material (as defined above), but also (1) any information copied or
20 extracted from Protected Material; (2) all copies, excerpts, summaries, or
21 compilations of Protected Material; and (3) any testimony, conversations, or
22 presentations by Parties or their Counsel that might reveal Protected Material.
23 However, the protections conferred by this Stipulation and Order do not cover the
24 following information: (a) any information that is in the public domain at the time
25 of disclosure to a Receiving Party or becomes part of the public domain after its
26 disclosure to a Receiving Party as a result of publication not involving a violation
27 of this Order, including becoming part of the public record through trial or
28 otherwise; and (b) any information known to the Receiving Party prior to the

1 disclosure or obtained by the Receiving Party after the disclosure from a source
2 who obtained the information lawfully and under no obligation of confidentiality to
3 the Designating Party. Any use of Protected Material at trial shall be governed by a
4 separate agreement or order.

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
13 time pursuant to applicable law.

14 Continuing Jurisdiction: The Court shall retain jurisdiction for a period of
15 one (1) year after the conclusion of this action to enforce the terms of the
16 Protective Order.

17 **5. DESIGNATING PROTECTED MATERIAL**

18 **5.1 Exercise of Restraint and Care in Designating Material for**
19 **Protection.** Each Party or Non-Party that designates information or items for
20 protection under this Order must take care to limit any such designation to specific
21 material that qualifies under the appropriate standards. The Designating Party must
22 designate for protection only those parts of material, documents, items, or oral or
23 written communications that qualify – so that other portions of the material,
24 documents, items, or communications for which protection is not warranted are not
25 swept unjustifiably within the ambit of this Order.

26 Mass, indiscriminate, or routinized designations are prohibited.

27 If it comes to a Designating Party’s attention that information or items that it
28 designated for protection do not qualify for protection, that Designating Party must

1 promptly notify all other Parties that it is withdrawing the mistaken designation.

2 **5.2 Manner and Timing of Designations.** Except as otherwise provided
3 in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
4 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
5 under this Order must be clearly so designated before the material is disclosed or
6 produced.

7 Designation in conformity with this Order requires:

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

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

27 (b) for testimony given in deposition, the Designating Party shall have 21
28 days following receipt of the deposition transcript to designate portions of the

1 deposition testimony, including referenced exhibits, as Protected Material; for
2 testimony given in other pretrial or trial proceedings, that the Designating Party
3 identify on the record, before the close of the hearing or other proceeding, all
4 Protected Material.

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

11 **5.3 Inadvertent Failures to Designate.** If timely corrected, an
12 inadvertent failure to designate qualified information or items does not, standing
13 alone, waive the Designating Party’s right to secure protection under this Order for
14 such material. Upon timely correction of a designation, the Receiving Party must
15 make reasonable efforts to assure that the material is treated in accordance with the
16 provisions of this Order.

17 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

18 **6.1 Timing of Challenges.** Any Party or Non-Party may challenge a
19 designation of confidentiality at any time. Unless a prompt challenge to a
20 Designating Party’s confidentiality designation is necessary to avoid foreseeable,
21 substantial unfairness, unnecessary economic burdens, or a significant disruption
22 or delay of the litigation, a Party does not waive its right to challenge a
23 confidentiality designation by electing not to mount a challenge promptly after the
24 original designation is disclosed.

25 **6.2 Meet and Confer.** The Challenging Party shall initiate the dispute
26 resolution process by providing written notice of each designation it is challenging
27 and describing the basis for each challenge. To avoid ambiguity as to whether a
28 challenge has been made, the written notice must recite that the challenge to

1 confidentiality is being made in accordance with this specific paragraph of the
2 Protective Order. The parties shall attempt to resolve each challenge in good faith
3 and must begin the process by conferring directly (in voice to voice dialogue; other
4 forms of communication are not sufficient) within 14 days of the date of service of
5 notice. In conferring, the Challenging Party must explain the basis for its belief that
6 the confidentiality designation was not proper and must give the Designating Party
7 an opportunity to review the designated material, to reconsider the circumstances,
8 and, if no change in designation is offered, to explain the basis for the chosen
9 designation. A Challenging Party may proceed to the next stage of the challenge
10 process only if it has engaged in this meet and confer process first or establishes
11 that the Designating Party is unwilling to participate in the meet and confer process
12 in a timely manner.

13 **6.3 Judicial Intervention.** If the Parties cannot resolve a challenge
14 without Court intervention, the Designating Party shall file and serve a motion to
15 retain confidentiality within 21 days of the initial notice of challenge or within 14
16 days of the parties agreeing that the meet and confer process will not resolve their
17 dispute, whichever is earlier. Each such motion must be accompanied by a
18 competent declaration affirming that the movant has complied with the meet and
19 confer requirements imposed in the preceding paragraph. Failure by the
20 Designating Party to make such a motion including the required declaration within
21 21 days (or 14 days, if applicable) shall automatically waive the confidentiality
22 designation for each challenged designation. In addition, the Challenging Party
23 may file a motion challenging a confidentiality designation at any time if there is
24 good cause for doing so, including a challenge to the designation of a deposition
25 transcript or any portions thereof. Any motion brought pursuant to this provision
26 must be accompanied by a competent declaration affirming that the movant has
27 complied with the meet and confer requirements imposed by the preceding
28 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 Challenging Party to sanctions. Unless the Designating Party has
5 waived the confidentiality designation by failing to file a motion to retain
6 confidentiality as described above, all parties shall continue to afford the material
7 in question the level of protection to which it is entitled under the Producing
8 Party's designation until the Court rules on the challenge.

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

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

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

20 **7.2 Disclosure of "CONFIDENTIAL" Information or Items.** Unless
21 otherwise ordered by the Court or permitted in writing by the Designating Party, a
22 Receiving Party may disclose any information or item designated
23 "CONFIDENTIAL" only to:

- 24 (a) Parties and their Counsel;
- 25 (b) the Receiving Party's Outside Counsel of Record in this action, as well
26 as employees of said Outside Counsel of Record to whom it is reasonably
27 necessary to disclose the information for this litigation and who have signed the
28 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit

1 A;

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

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

9 (e) the Court and its personnel;

10 (f) Court reporters and their staff, professional jury or trial consultants,
11 mock jurors, and Professional Vendors to whom disclosure is reasonably necessary
12 for this litigation and who have signed the “Acknowledgment and Agreement to
13 Be Bound” (Exhibit A);

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

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

23 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
24 **PRODUCED IN OTHER LITIGATION**

25 If a Party is served with a subpoena or a Court Order issued in other
26 litigation that compels disclosure of any information or items designated in this
27 action as “CONFIDENTIAL,” that Party must:

28 (a) promptly notify in writing the Designating Party. Such notification

1 shall include a copy of the subpoena or Court Order;

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

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

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

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

18 (a) The terms of this Order are applicable to information produced by a
19 Non-Party in this action and designated as “CONFIDENTIAL.” Such information
20 produced by Non-Parties in connection with this litigation is protected by the
21 remedies and relief provided by this Order. The protections in this Order are
22 permissive: nothing in these provisions should be construed as prohibiting a Non-
23 Party from seeking additional protections, from asserting that this Order does not
24 provide sufficient protection, and/or from asserting that information is not relevant
25 or otherwise not discoverable.

26 (b) In the event that a Party is required, by a valid discovery request, to
27 produce a Non-Party’s confidential information in its possession, and the Party is
28 subject to an agreement with the Non-Party not to produce the Non-Party’s

1 confidential information, then the Party shall:

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

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

8 3. make the information requested available for inspection by the Non-
9 Party.

10 (c) If the Non-Party fails to object or seek a protective order from this
11 Court within 14 days of receiving the notice and accompanying information, the
12 Receiving Party may produce the Non-Party's confidential information responsive
13 to the discovery request. If the Non-Party timely seeks a protective order, the
14 Receiving Party shall not produce any information in its possession or control that
15 is subject to the confidentiality agreement with the Non-Party before a
16 determination by the Court. The purpose of this provision is to alert the interested
17 parties to the existence of confidentiality rights of a Non-Party and to afford the
18 Non-Party an opportunity to protect its confidentiality interests in this Court.
19 Absent a Court Order to the contrary, the Non-Party shall bear the burden and
20 expense of seeking protection in this Court of its Protected Material.

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

22 If a Receiving Party learns that, by inadvertence or otherwise, it has
23 disclosed Protected Material to any person or in any circumstance not authorized
24 under this Stipulated Protective Order, the Receiving Party must immediately (a)
25 notify in writing the Designating Party of the unauthorized disclosures, (b) use its
26 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform
27 the person or persons to whom unauthorized disclosures were made of all the terms
28 of this Order, and (d) request such person or persons to execute the

1 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
2 A.

3 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**
4 **OTHERWISE PROTECTED MATERIAL**

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

15 **12. MISCELLANEOUS**

16 **12.1 Right to Further Relief.** Nothing in this Order abridges the right of
17 any person to seek its modification by the Court in the future.

18 **12.2 Right to Assert Other Objections.** By stipulating to the entry of this
19 Protective Order no Party waives any right it otherwise would have to object to
20 disclosing or producing any information or item on any ground not addressed in
21 this Stipulated Protective Order. In particular, neither the Parties nor Non-Parties
22 waive any objection with respect to the right to privacy of Non-Parties nor do the
23 Parties waive the right to challenge any objection on privacy or other grounds.
24 Similarly, no Party waives any right to object on any ground to use in evidence of
25 any of the material covered by this Protective Order.

26 **12.3 Filing Protected Material.**

27 A. Filing Under Seal. Before any materials produced in discovery, answers
28 to interrogatories, responses to requests for admissions, deposition transcripts, or

1 other documents which are designated as Confidential Information are filed with
2 the Court for any purpose, the party seeking to file such material must seek
3 permission of the Court to file the material under seal. No document may be filed
4 under seal, i.e., closed to inspection by the public except pursuant to a Court order
5 that authorizes the sealing of the particular document, or portions of it. A sealing
6 order may issue only upon a showing that the information is privileged or
7 protectable under the law. The request must be narrowly tailored to seek sealing
8 only of the confidential or privileged material. To file a document under seal, the
9 parties must comply with the procedures explained in Section 2.j of the Electronic
10 Case Filing Administrative Policies and Procedures Manual for the United States
11 District Court for the Southern District of California and Civil Local Rule 79.2. In
12 addition, in accordance with Judge Major's preferences, a party must file a 'public'
13 version of any document that it seeks to file under seal. In the public version, the
14 party may redact only that information that is deemed 'Confidential.' The party
15 should file the redacted document(s) simultaneously with a joint motion or ex parte
16 application requesting that the confidential portions of the document(s) be filed
17 under seal and setting forth good cause for the request.”

18
19 B. Modification of the Protective Order by the Court. The Court may
20 modify the terms and conditions of the Order for good cause, or in the interest of
21 justice, or on its own order at any time during these proceedings.

22 C. No document shall be filed under seal unless counsel secures a court
23 order allowing the filing of a document under seal. An application to file a
24 document under seal shall be served on opposing counsel, and on the person or
25 entity that has custody and control of the document, if different from opposing
26 counsel. If opposing counsel, or the person or entity who has custody and control
27 of the document, wishes to oppose the application, he/she must contact the
28

1 chambers of the judge who will rule on the application, to notify the judge's staff
2 that an opposition to the application will be filed.

3 Similarly, if a party other than the Designating Party seeks to file Protected
4 Material and the Designating Party wishes to support an application, the
5 Designating Party must contact the Court's chambers to notify the judge's staff that
6 a response in support of the application will be filed.

7 In accordance with A and B above, if the Court grants an application to file a
8 document under seal, a redacted version of the document shall be filed in the
9 public record via ECF. If the Court denies an application to file a document under
10 seal, the Receiving Party may file the Protected Material in the public record
11 (unless otherwise ordered by the Court).

12 D. Any party that reasonably believes that a filing or disclosure it intends to
13 make in a proceeding before the Court will contain Protected Material belonging to
14 another party shall inform the Designating Party of the content and Bates-numbers
15 of the Protected Material it intends to file or disclose at least two (2) business days
16 before the filing to provide an opportunity for the Designating Party to agree to
17 disclosure or filing of the Protected Material in redacted or unredacted form and to
18 avoid filing unnecessary applications to file a document under seal where
19 agreement can be reached. If agreement is reached, the party disclosing the
20 Protected Material shall inform the Court of the agreement at time of its filing or
21 disclosure.

22 E. In the event agreement cannot be reached, any papers or material
23 attached to a Receiving Party's application to file under seal shall be deemed
24 timely filed with respect to any substantive deadline that applies to such material
25 when the Receiving Party files its application prior to such deadline.

26
27 **13. FINAL DISPOSITION.**
28

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

19 Furthermore, within 60 days after the final disposition of this action, as
20 defined in paragraph 4, the parties shall move ex parte for an order authorizing the
21 Court to destroy all Confidential and Attorneys’ Eyes Only Material in the Court’s
22 possession.

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

14. Modification of the Protective Order by the Court.

The Court may modify the terms and conditions of this Protective Order for good cause, or in the interest of justice, or on its own order at any time in these proceedings.

SO STIPULATED.

LAW OFFICES OF DOUGLAS J. CAMPION, APC

s/ Douglas J. Campion

Attorneys for Plaintiff

SEYFARTH SHAW LLP

s/ Joshua Salinas

WINSTON & STRAWN LLP

s/ Daniel M. Blouin (admitted pro hac vice)

Attorneys for Defendant

IT IS SO ORDERED.

Dated: 1/27/2021



Hon. Barbara L. Major
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

1
2 I, _____ [print or type full name],
3 of _____ [print or type full
4 address], declare under penalty of perjury that I have read in its entirety and
5 understand the Stipulated Protective Order that was issued by the United States
6 District Court for the Southern District of California on [date] in the case of Karla
7 Y. Sousa, on behalf of herself and all others similarly situated, v. 7-Eleven, Inc.
8 No. 3:19-cv-02142-JLS (BLM). I agree to comply with and to be bound by all the
9 terms of this Stipulated Protective Order and I understand and acknowledge that
10 failure to so comply could expose me to sanctions and punishment in the nature of
11 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
13 or 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
15 Court for the Southern District of California for the purpose of enforcing the terms
16 of this Stipulated Protective Order, even if such enforcement proceedings occur
17 after termination of this action.

18 I hereby appoint _____ [print or type full
19 name], of _____ [print or type full
20 address and telephone number] as my California agent for service of process in
21 connection with this action or any proceedings related to enforcement of this
22 Stipulated Protective Order.

23 Date: _____

24 City and State where sworn and signed: _____

25 Printed name: _____

26
27 Signature: _____