1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 1of 123 PagelD: 4184



MA R KS & KLEI N , LLP

GERALD A. i\lARKS

[jerry@marksklein.com](mailto:jerry@marksklein.com)

Admitted New Jersey, New York

& U.S. Supreme Court

63 Riverside Avenue Red Bank, NJ 07701 T: (732) 747-7 100

F: (732) 2 19-0625

January 29, 2015 [www.](http://www/) marksklein.com

*VIA ELECTRONIC FILING AND FEDERAL EXPRESS*

Honorable Joel Schneider, U.S.M.J. Mitchell H. Cohen U.S. Courthouse lJohn F. Gerry Plaza

Fourth and Cooper Streets Camden, New Jersey 08101

Re: 7-Eleven, Inc. v. Karamieet Sodhi

Civil Action No. 1:130cv03715-MAS-JS

Neil Naik et al. v. 7-Eleven, Inc.

Civil Action No. 1:13-cv-04578-RMB-JS

Younes et al. v. 7-Eleven, Inc.

Civil Action No. 1:13-cv-03500-RMB-JS Dear Judge Schneider:

The unusual, numerous and recurrent discovery obstacles involved in the *Naik* and *Sodhi* cases are explained by the severity of 7-Eleven, Inc.'s ("7-Eleven") wrongdoing and the attempt by 7-Eleven and its counsel, to hide evidence of such illegal, discriminatory and tortious conduct. The significant civil rights and franchisee issues involved in these cases involve national as well as New Jersey public policy and the disregard of franchisee statutory protections.

Specifically, the *Naik* and *Sodhi* cases involve 7-Eleven's deliberate violations of both the United States Civil Rights Act (42 U.S.C. § 1983) and the New Jersey Law Against Discrimination ("NJ LAD"), *N.J S.A.* 10:5-1, et seq. in terms of racial discrimination against South Asian franchisees of Indian and/or Pakistani origin *(see* Certification of former 7-Eleven franchise sales representative Susan Corral accompanying this letter).

Both cases also involve violations of the protections established by the New Jersey Franchise Practices Act ("NJFPA"), *N.J S.A.* 56:10-1, *et seq.* against improper franchisee termination , especially by franchisees that are active in franchisee organizations and/or associations. See Exhibit A, SEIO 16623. In an abundance of caution, we are submitting the FOA "hit list" document SEI016623 that was produced by 7-Eleven in discovery as "Attorney's Eyes Only" for Your Honor's *in camera* review.

New Jersey New York Chicago Boca Raton

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 2 of 123 PagelD: 4185

**MARKS & KLEIN, LLP**

Hon. Joel Schneider U.S.M.J. January 29, 2015

Page 2

I specifically write to Your Honor to address:

1. 7-Eleven's and its Counsel's continued disregard for this Court's multiple pnor discovery Orders;
2. 7-Eleven's Counsel's presumptuous efforts to directly challenge the Court and their persistent and improper efforts to act as "special discovery master" in this matter; and,
3. 7-Eleven's failure to comply with Electronically Stored Information (ESI) Protocol as an additional means of avoiding turning over damning information and documents in discovery.

I also write to further supplement the letter filed by Steven Angstreich, Esq. in the *Younes*

*v. 7-Eleven* matter. (Doc. 205).

This Court, and not 7-Eleven, determines what is reasonable and what is not. Thus, 7- Eleven's request for a "stay" of a deadline already imposed by the Court lacks any good cause showing and is meant to hamstring my clients (and Mr. Angstreich's clients) in preparation for continued depositions. 7-Eleven 's conduct of continually "hiding the ball" with respect to discovery that should have been turned over at least one year ago, which now stands to prejudice all the franchisee litigants, cannot continue. Such repeated offenses can only be remed ied by appropriate court-imposed sanctions.

Your Honor has sternly cautioned all parties of the importance of transparency and the prompt turn-over of discovery. This Com1's Orders, specifically regarding production of **previously-propounded** discovery , are not mere suggestions or guidelines, but actual Orders by which all pa11ies, including Mr. Sussman and Ms. Metcalfe , and their client 7-Eleven, must abide. Nevertheless, 7-Eleven's counsel has recently filed various correspondence taking an increasingly strident tone, in which Counsel vaguely threatens to appeal one or more of Your Honor's Orders, and mischaracterizes these Orders as "unreasonable" . The overall tone of the various correspondence suggests that 7-Eleven, not the District Com1 of New Jersey, is the ultimate arbiter of what it must produce in this case. Not only does this posture violate the prior Court's Orders, it also undermines the Federal Rules of Civil Procedure as well as the Local Rules.

As Your Honor is aware, the parties and their counsel have agreed to an extremely tight and expeditious deposition schedule (albeit with some slight modification s to dates), that require inter-state travel. More importantly, the schedule as it stands requires the readiness to depose basically all critical party representatives within the next several months. At the same time, 7-Eleven has consistently refused to produce several critical categories of relevant, non­ privileged information and documents, and when finally ordered to do so, has only produced such documents and information in an incomplete and piecemeal fashion.

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 3 of 123 PagelD: 4186

MARKS & KLEIN, LLP

Hon. Joel Schneider U.S.M.J. January 29, 2015

Page 3

In fact, on this date, January 28, 2015, Counsel for the parties met and conferred via tele­ conference, and 7-Eleven provided its latest excuse why it has not made a complete production of previously propounded documents. The particular documents being discussed were those that have been stored on the laptop computers of several of its key personnel who are soon to be deposed. At that time, Counsel asserted that 7-Eleven has "complied " with the "strict ESI parameters" that my office "agreed to." Counsel is suggesting that 7-Eleven's obligations to produce relevant , non-priveleged documents that may or may not be stored on its computer server or other centralized system is now curtailed based upon 7-Eleven's own specific ESI protocols. As the court is aware, such obligations are supplemental to the parties' obligations under the Federal Rules of Civil Procedure, not a substitute for them. This is yet another example of 7-Eleven's efforts to subvert the rules.

As has been stated numerous times on both conference calls and in-person conferences with the Court, the documents at issue are critical to both the Sodhi parties and claims of harassment as well as to the Naik Plaintiffs' affirmative claims. At this stage of the litigation, it is clear that 7-Eleven's ongoing noncompliance with its discovery obligations and accompanying requests for additional time is strategic gamesmanship for the purpose of prejudicing the Sodhi parties and the Naik Plaintiffs as well as the Younes Plaintiffs .

When the Sodhi parties and the Naik Plaintiffs first alleged in their initial pleadings in July 2013 that an organized and ill-premised plan to rid the system of specific franchisees existed, 7-Eleven simply balked and denied. Since that time, the truth has slowly but surely emerged regarding the existence of Project P/Operation P, one such organized effort, only after the filing of multiple witness declarations, accompanying discovery motions and other pressures. These pressures were not meant to burden the Court or "surprise" 7-Eleven, but were necessary measures to require 7-Eleven to "come clean" and tum over documents that it knows do, indeed, exist but previously chose to ignore, hide or otherwise refuse to produce.

Critically, as the Court is aware, 7-Eleven's own former employees Messrs. Ian Shehaiber and John Spavlik and Ms. Deborah Kish have each submitted signed Affidavits detailing each of their personal knowledge regarding these organized efforts and related improprieties. In the case of Mr. Shehaiber, a former "Senior Field Consultant", his knowledge was extensive, intimate and detailed and further implicated 7-Eleven 's outside counsel as participants in Project P.

7-Eleven's subsequent document production has proven that Mr. Shehaiber was indeed personally involved as a critical "team" member on Project P/Operation P, a project that 7- Eleven and its counsel previously asserted in open court did not exist. See Exhibit B, T56:2 l - T57: 1. The production has also confirmed Mr. Sussman's involvement in Project P as a "team member". See Exhibit C, SE1016650 and SE1016651 ("Project P Core Team Kickoff 3/20/12") being submitted for *in camera* review.

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 4 of 123 PagelD: 4187

**MARKS & KLEIN, LLP**

Hon. Joel Schneider U.S.M.J. January 29, 2015

Page 4

With specific regard to Project P/Operation Philadelphia, 7-Eleven has finally admitted that an organized project focused on the identification, targeting and termination of certain franchisees existed in the Penn-Jersey Zone. 7-Eleven has produced documents that are consistent with the existence of such an organized plan, which identifies both present and former 7-Eleven representatives who had managerial roles and/or similar responsibilities in Project P. 7-Eleven of course steadfastly denies racial bias. However, the Sodhi parties have since procured a Ce11ification from Susan Corral, former 7-Eleven Franchise Sales Representative who personally witnessed policies and statements made in 2012 at a national 7-Eleven convention, detailing ?-Eleven's purposeful discrimination and exclusion of South Asian franchisees. A true copy of the Corral Certification is attached hereto as Exhibit D.

Further, as a result of dogged discovery pursuit my office (and Mr. Angstreich's office) we obtained an FOA (franchisee organization "hit list") document SE1016623 and SE1016624 that specifically lists and targets the President of the New Jersey Metro Franchisee Association President , Karamjeet Sodhi, and members Bijen Patel, Bvesh Patel and Sam Patel. See Exhibit A.

Mr. Angstreich's recitation of the procedural history regarding Project P is correct. 7- Eleven produced five (5) Project P related documents in September 24, 2014 after having previously suggested that no such project existed. At that time, a representation was made that no further documents related to Project P existed. On December 16, 2014 Defendant miraculously produced documents that had been saved on 7-Eleven Zone Leader Fareed Siddiqui's laptop since in or about June 2012.

My office has issued seven sets of demands for discovery production (six in *Sodhi* and one in *Naik)* only to be met by the same stonewalling and "hide the ball" tactics used to thwart my and Mr. Angstreich's demand for discovery. Attached hereto as Exhibits E(l ) through E(7) are true and correct copies of my offices discovery demands. Additionally , our clients served 30(b)(6) notices relating to the relevant topics. Attached as Exhibit F(l ) and F(2) are true and correct copies of the Amended Notices of Corporate Deposition Topics in *Sodhi* and *Naik,* respectively.

Moreover, computer "metadata" has been scrubbed from the documents that have been produced making it impossible for my office to determine who authored the documents and the date upon which they were first created.

Only after judicial prompting on January 6, 2015, ten (I 0) additional Project P related documents were produced. 7-Eleven's compliance with its discovery obligations remains highly questionable as prior false representations have been disproved by later production that suggests otherwise.

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 5 of 123 PagelD: 4188

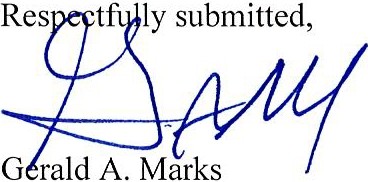
**MARKS & KLEIN, LLP**

Hon. Joel Schneider U.S.M.J. January 29, 2015

Page 5

Mr. Angstreich also correctly notes in his January 26, 2015 Letter that Mr. Siddiqui and Mr. Mark Stinde (produced as a 30(b)(6) representative) testified about additional Project P related correspondence and the related documents that have not yet been produced.

In light of the foregoing, 7-Eleven's request for a stay should be denied and 7-Eleven should be further Ordered to produce all remaining discovery pertaining to Project P and sanctions should be imposed not only for the increased cost and delay caused my clients but, more importantly, for continually ignoring the repeated discovery Orders of this Court.



cc: Stephen Sussman, Esquire Susan V. Metcalfe, Esquire

Sheila Raftery Wiggins, Esquire Adrienne Gittens, Esquire Matthew D. Grant, Esquire Steven E. Angstreich, Esquire Amy Brandt, Esquire

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 6 of 123 PageID: 4189

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 7 of 123 PageID: 4190

**Removed for ECF Filed Version – Submitted for *In Camera* Review**

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 8 of 123 PageID: 4191

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 9 of 123 PageID: 4192

*1*

***1* UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY**

***2***

***3* SAM YOUNES and TAMER G. ATALLA,**

**Plaintiffs,**

***4***

**-vs- CIVIL ACTION NUMBER:**

***5* 13-3500**

***6* 7-ELEVEN, INC.,**

**Defendant.**

***7***

1. **TAMER G. ATALLA, NEIL NAIK, HEMANG PATEL, JAYESH PATEL,**
2. **KALPANA B. PATEL, AND JOHN DOES 1-200,**
3. **Plaintiffs,**
4. **-vs- CIVIL ACTION NUMBER: 13-4578**

***12***

**7-ELEVEN, INC., a wholly owned**

1. **subsidiary of SEVEN-ELEVEN JAPAN**

**CO., LTD., a wholly owned subsidiary of**

1. **SEVEN AND I HOLDINGS CO. LTD.**

**Defendant.**

***15***

***16* 7-ELEVEN, INC.,**

**Plaintiff,**

***17***

**-vs- CIVIL ACTION NUMBER:**

***18* 13-3715**

***19* KARAMJEET SODHI,**

**Defendant.**

***20***

***21***

1. Mitchell H. Cohen United States Courthouse One John F. Gerry Plaza
2. Camden, New Jersey 08101 Friday, July 25, 2014

***24***

***25***

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 10 of 123 PageID: 4193

*2*

***1* B E F O R E: THE HONORABLE JOEL SCHNEIDER**

**UNITED STATES MAGISTRATE JUDGE**

***2***

***3* A P P E A R A N C E S**:

***4***

1. WEIR & PARTNERS, LLP

BY: STEVEN E. ANGSTREICH, ESQUIRE

1. AMY BRANDT, ESQUIRE

Attorneys for the Plaintiff in 13-3500

***7***

1. MARKS & KLEIN, LLP

BY: EVAN M. GOLDMAN, ESQUIRE

1. Attorneys for the Plaintiffs in 13-4578 and the Defendants in 13-3715

***10***

1. DUANE MORRIS, LLP

BY: SHEILA RAFTERY WIGGINS, ESQUIRE

1. and

ARNOLD & PORTER, LLP

1. BY: MATTHEW GRANT, ESQ.

Attorneys for the Plaintiff in 13-3715 and the Defendant in

***14*** 13-3500 and 13-4578

***15***

***16***

***17***

***18***

***19***

***20***

Certified as true and correct as required by Title 28,

***21*** U.S.C., Section 753.

/S/ Robert T. Tate

***22***

***23***

***24***

***25***

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 11 of 123 PageID: 4194

*56*

1. MR. ANGSTREICH: Your Honor, there is the concept, as
2. counsel have reminded me, the concept of 7-Eleven pricing is a
3. term of art within the 7-Eleven franchise system.
4. THE COURT: So, are you referring to what your
5. clients are charged for what they buy?
6. MR. ANGSTREICH: Yes. It's the setting of the
7. prices.
8. THE COURT: Okay. So, there's the clarification, how
9. 7-Eleven sets the prices it charges the plaintiffs and the
10. franchisees. Okay?
11. Well, moving right along, while we're on this 30(b)(6)
12. issue, are there any particular topics, and you're going to
13. meet and confer on the whole thing, that you are objecting to
14. now just as completely out of whack, having nothing to do with
15. the case, 7-Eleven, any of the designated topics?
16. MS. WIGGINS: We had identified within our July 22nd
17. letter that we've gone through, when we viewed the topics and
18. when we compared them with the complaint, we thought that the
19. topics were overly, just didn't focus on what the complaint
20. was focusing in on.
21. THE COURT: Can you give me one example? Give me
22. your best example of something that you just think has no
23. business at this deposition.
24. MS. WIGGINS: The Operation Philadelphia. We had no
25. idea what that was. It wasn't referred to in the complaint.

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 12 of 123 PageID: 4195

*57*

1. We made due inquiry, and we had no idea.
2. THE COURT: Okay. That's, if you do a reasonable
3. inquiry and you don't find anything, that's the answer.
4. MS. WIGGINS: So, it's something that was completely
5. outside of the complaint. It wasn't referred to.
6. THE COURT: Okay. Anything else?
7. MS. WIGGINS: That would be our best example.
8. THE COURT: All right. Mr. Angstreich, I think we
9. clarified the Penn Jersey area. We went over these specific
10. areas where plaintiff -- I'm sorry, where 7-Eleven claimed
11. they were irrelevant to the case. It sounds to me like all
12. those objections were overruled. You're going to meet and
13. confer on the scope issues. Anything else on the 30(b)(6)
14. issues?
15. MR. ANGSTREICH: No, your Honor.
16. THE COURT: Okay. What next for plaintiff Younes
17. after the 30(b)(6)?
18. MR. ANGSTREICH: We have two issues that all spring
19. out of the same general subject. We have the privilege log,
20. coupled with the redaction --
21. THE COURT: Attorneys' eyes only?
22. MR. ANGSTREICH: No, coupled with the redaction of or
23. numerous redactions. I sent an e-mail with the specific Bates
24. numbers of all of the documents in which there were redacted
25. portions for which there was no log of any kind.

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 13 of 123 PageID: 4196

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 14 of 123 PageID: 4197

**Removed for ECF Filed Version – Submitted for *In Camera* Review**

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 15 of 123 PageID: 4198

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 16 of 123 PagelD: 4199

CERTIFICATION OF SUSAN CORRAL

Susan Corral, of full legal age, hereby certify as follows:

* 1. I am a resident of Hoffman Estates, Illinois and was formerly employed by 7-Eleven, Inc. for over 33 years, 14 years in the position of a Franchise Sales Representative.
  2. I make this Certification in connection with my knowledge of 7-Eleven's Development Department national efforts to discriminate against South Asian franchisees.
  3. In my capacity as a Franchise Sales Representative, using 7-Eleven's franchise qualification processes and procedures, I recruited, pre-screened and pre-qualified over 400 individuals, primarily Naturalized United States Citizens from South Asia to become 7-Eleven franchisees; many who went on to become very successful single and multi-store franchisees.
  4. I was one of the most successful Franchise Sales Representatives and received many awards and commendations for my recruiting efforts.
  5. Many of the South Asian franchisees I assisted in obtaining 7-Eleven stores were referrals from other family members who I had previously assisted in obtaining stores.
  6. On February 1, 2012, I, and over 75 other Franchise Sales Representatives, 7-Eleven Real Estate Representatives and other Development Department staff from all over the United States attended a presentation at National Development Department meeting that was held in conjunction with the January 2012 University of 7- Eleven in Dallas, TX.
  7. It was during this presentation, both through remarks that were made and especially a slide show presentation that was given, that it became clear to me that 7-Eleven corporate through its Development Department was directing us to look for franchisees outside the South Asian community.
  8. The message directed at both the Franchise Sales representatives and the Real Estate representatives was that going forward we were to actively recruit individuals that mirrored the demographics of the neighborhood and abandon our traditional reliance on our current pipeline of South Asian individuals because the company wanted to change its franchisee image.



Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 17 of 123 PagelD: 4200



* 1. Specifically, the most disturbing slide shown at the presentation that was prepared and delivered by the late Mike McCormick, Director of Development for the Heartland Region and Tim Lankford who at the time was the corporate Franchisee Recruitment Manager.
  2. The slide was entitled "WHO and HOW we find the Franchisee of the future".
  3. The offending information was set forth in paragraph No. } as it directed us to "Get out and look for candidates who fit the stores predominant demographic base -Latino, African American, Veteran, Caucasian".
  4. The implication of leaving out Asians on the slide, when most of all of our prospective franchisees in our current pipeline were predominately South Asians, was clear to me and it was my impression that it was not lost on anyone in the room.
  5. In fact, another Franchise Sales Representative from a western state, who was sitting near me, commented in disbelief "!can 't believe they are actually saying this".
  6. To my knowledge, no one in the room was provided hard copies of the slide presentation in order to deliver the message but leave no proof that it had been shown.
  7. I was so offended by the obvious discrimination that I raised my iPhone and took a quick shot of the slide from the back of the room while the slide was up.
  8. A copy of the slide taken from my iPhone is attached to this Certification.
  9. I was devastated and very upset by the slide and it's inferences to bias and discrimination .
  10. I told others during the meeting and afterwards that the slide and remarks and/or inferences made during the presentation were very biased and discriminatory.
  11. As far as I am concerned the tide at 7-Eleven had undergone a dramatic discriminatory change.
  12. While I had, on occasions, heard and witnessed other derogatory anti-Indian comments - and called those out who made those types of comments - this slide was the "icing on the cake" for me.
  13. Up until that last national meeting, I knew that I could work to recruit those who demonstrated the ability to qualify using 7-elevens qualification process regardless of their ethnicity.
  14. However, after that meeting it became clear to me that there would be double standards, one favoring Caucasian candidates and other candidates whose ethnicity mirrored the neighborhood in which the new 7-Eleven store was planned to be located and one against South Asians.

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 18 of 123 PagelD: 4201

23.



Sworn to and subscribed before me thi6-%1lay of January 2015

*<*--,:::::-4 "l,

0 ' •

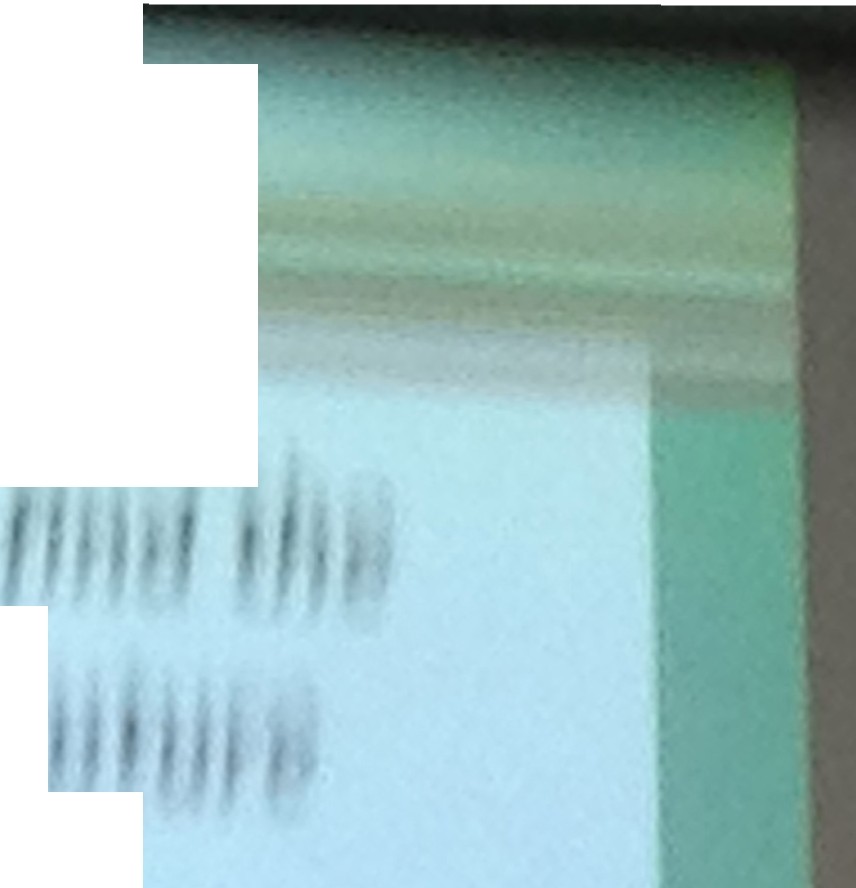
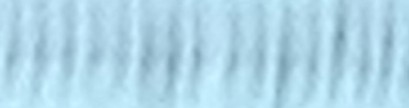
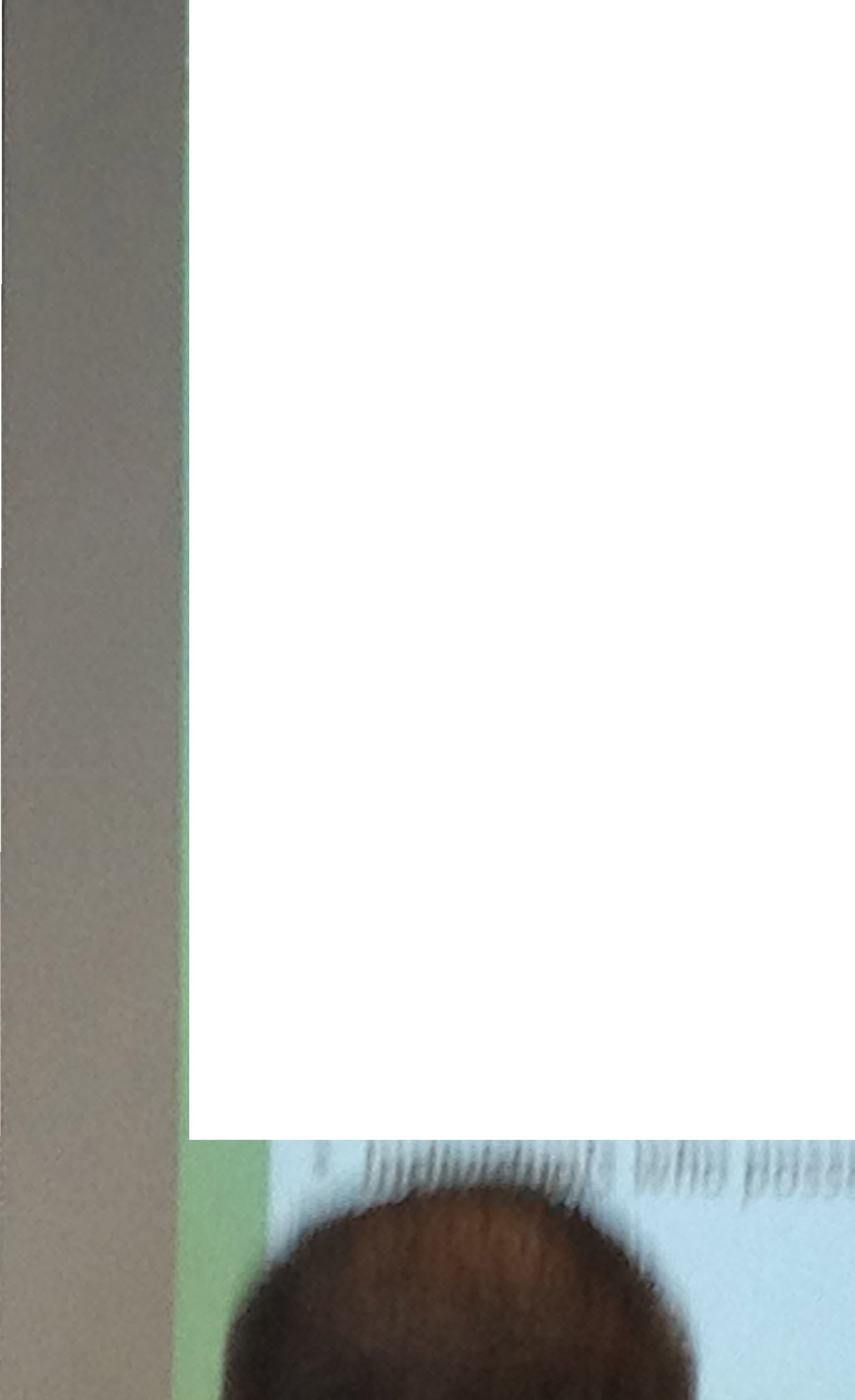
. Nciarybli

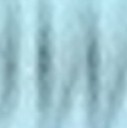
**OFFICIAL SEAL RAQUEL SANTIAGO**

**Notary Public • State of Illinois**

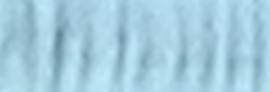
**My Commission Expires Oct 27, 2018**

qase 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 19 of 123 PagelD: 4202

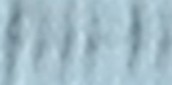






Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 20 of 123 PageID: 4203

# EXHIBIT E(1)

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 21 of 123 PageID: 4204

**IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY**

|  |  |
| --- | --- |
| 7-ELEVEN, INC.,  Plaintiff/Counter-Defendant,  vs.  KARAMJEET SODHI, MANJINDER SINGH, KARAMJIT SINGH and DOES 1  through 50, inclusive,  Defendants/Counter-Plaintiffs. | Civil Action No.: 13-cv-03715 (MAS) (DEA)  **DEFENDANTS’ FIRST REQUEST**  **FOR PRODUCTION OF DOCUMENTS PURSUANT TO AUGUST 14, 2013 ORDER OF MAGISTRATE**  **JUDGE ARPERT** |

TO: Stephen Sussman, Esq.

Duane Morris LLP 1540 Broadway

New York, New York 10036

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure (“Fed. R. Civ. P.”), Defendants hereby demand that Plaintiff 7-Eleven, Inc. produce and permit Defendants’ Counsel to inspect and copy the documents requested herein. Plaintiff shall serve their responses to these requests and produce such documents by [date] on or before 5:00 p.m., pursuant to the order granting expedited discovery, to the offices of Marks & Klein, LLP, 63 Riverside Avenue, Red Bank, New Jersey 07701. Further, said responses and document production shall be properly supplemented in accordance with Rule 26.

**INSTRUCTIONS**

1. “You,” “Your,” “7-Eleven” and “Plaintiff” shall each mean Plaintiff 7-Eleven, Inc. and/or its past and/or present officers, directors, agents, servants, representatives, employees, independent contractors, attorneys, consultants, experts, investigators, predecessors, successors, parents, subsidiaries, affiliates, and any other person or entity acting on behalf of Lifestyle.

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 22 of 123 PageID: 4205

1. The “Defendants” shall mean Defendants Karamjeet Sodhi, et al., and each of their respective past and/or present officers, directors, agents, servants, representatives, employees, independent contractors, attorneys, consultants, experts, investigators, predecessors, successors, parents, subsidiaries, affiliates, and any other person or entity acting or purporting to act on behalf of Defendants.
2. “Sodhi’s Stores” shall mean any of the six (6) franchise locations owned and operated by Defendant Sodhi.
3. “Complaint” shall mean the original complaint in this matter filed by 7-Eleven, Inc. on June 15, 2013.
4. “Amended Complaint” shall mean the amended pleading filed by 7-Eleven, Inc. on June 26, 2013.
5. “Investigation” shall mean the investigation conducted by Plaintiff in connection with Defendant Sodhi’s six stores that is the subject of this dispute.
6. “Document” or “documents” as used herein should be construed in the broadest possible sense and refers to any printed, written, taped, recorded, photographed, video recorded, graphic, computerized, electronically stored, or other tangible matter, from whatever source, however produced or reproduced, whether in draft or otherwise. This includes, but is not limited to, notes, correspondence, e-mails, memoranda, messages, outlines and/or proposals, and any other items or things within the scope of Rule 34 of the Federal Rules of Civil Procedure.
7. “Communication” or “communications” as used herein includes any and every exchange of information by any means, including, but not limited to oral, written and electronic communications.

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 23 of 123 PageID: 4206

1. The use herein of the singular form of any noun or pronoun shall include where appropriate the plural thereof; the use herein of the masculine gender shall include where appropriate the feminine.
2. “Person” as used herein shall mean an individual, corporation, partnership, association and/or any other business or governmental entity.
3. “Refer,” “relate” and “pertain to” as used herein are intended to have the broadest possible scope so that all documents, including drafts, are included if they in any way constitute, contain, pertain to or mention the indicated subject or document. Whenever a document provides part, but less than all, of the information requested, such document should be produced along with all other documents that are related.
4. As used herein, the word “or” is inclusive, referring to any one or more of the disjoined words or phrases and “any” and “all” also include “each and every.” The term “and” should not be construed to exclude from production any document simply because not every subject called for is discussed in the document.

**INSTRUCTIONS**

1. If you withhold any information responsive to any of the document requests on the grounds of attorney-client privilege or any other privilege, doctrine or reason with respect to any communication the production of which would otherwise be required by these document requests, set forth in writing:
   1. the date and subject matter of the communication;
   2. if the privilege is asserted with respect to an oral communication, identify the name, employment and title of each person who participated or held the communication;

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 24 of 123 PageID: 4207

* 1. if the privilege is asserted with respect to a document, identify the name, employment and title of each person who prepared, received and has or had possession, custody or control of the document or a copy thereof; and
  2. the basis for the claim of privilege or other ground for failing to identify the oral communication or document.

1. If any document described in this request was, but no longer is, in your possession, or subject to your custody or control, or in existence, state whether:
2. it is missing or lost;
3. it has been destroyed;
4. it has been transferred, voluntarily or involuntarily, to others; or
5. it has been disposed of otherwise.

In each instance, explain the circumstances surrounding such disposition and identify the person(s) directly or authorizing same, and the date(s) thereof. Identify each document by listing its author, his address, type (e.g., letter, memorandum, telegram, chart, photographs, etc.), date, recipient, subject matter, present location(s) and custodian(s), and state whether the document (or a copy) is still in existence.

1. All documents covered in this request shall be produced in an orderly manner (and with appropriate markings or other identification) so that the serving party(ies) and its/their attorneys will be able to identify the source of the document, the file in which it was maintained, the person to whom the file belonged, and the number of this request to which it responds.

**DOCUMENTS TO BE PRODUCED**

1. Any and all documents you have or shall rely upon at the time of the preliminary and/or permanent injunction hearing in this matter.
2. A complete list of any and all party representative and/or fact witnesses you plan to call at the time of the preliminary and/or permanent injunction hearing in this matter.

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 25 of 123 PageID: 4208

1. A true copy of any and all documents pertaining to 7-Eleven and/or its representatives’ entire internal investigation of Defendants’ business practices since 2009 that you allege are illegal and/or violate 7-Eleven’s internal policies.
2. True copies of any and all employment agreements executed between 7-Eleven and its alleged employee, Amajit Kaur.
3. Any and all documents pertaining to 7-Eleven’s alleged employee, Amarjit Kaur’s promotion from Assistant store Manager to Store Manager.
4. Copies of any e-mail correspondence between Plaintiff and Amarjit Kaur between January 2013 and the present pertaining to the operation of any of Defendant Sodhi’s stores.
5. True copies of any written warnings, default notices and/or letters of termination you provided to Defendant Sodhi between 2009 and 2013 for any of the activities complained of in the Complaint or Amended Complaint filed in this matter.
6. Copies of any and all written correspondence including electronic mail (e-mail), letters and internal memoranda exchanged between one or more 7-Eleven corporate representatives pertaining to 7-Eleven’s internal investigation of Defendant Sodhi’s store activities between 2009 and the present date.
7. Any and all documents in support of your allegations that Defendant Sodhi retained the services of one or more individuals who are not United States citizens and/or legally permitted to live and work in the United States to work in any of the six (6) 7-Eleven locations that are the subject of this dispute.
8. True copies of any and all documents exchanged between 7-Eleven and the United States government pertaining to any investigation of the 7-Eleven locations owned by Defendants between 2010 and the present.
9. Copies of any and all written correspondence including electronic mail (e-mail), letters and internal memoranda exchanged between one or more 7-Eleven corporate representatives and the United States government pertaining to 7-Eleven’s internal investigation of Defendant Sodhi’s store activities between 2010 and the present.
10. True copies of any and all documents, and or evidence by way of audio or video- recording that you have collected since 2009 in support of your allegation that Defendant Sodhi has or continues to direct his managers and/or employees to abuse the “no sale” feature on store cash registers.

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 26 of 123 PageID: 4209

1. True copies of audio or videotape recording you have collected since 2009 that you have or shall rely upon in support of any allegation of wrongdoing you have made against Defendants.
2. True copies of any and all recorded statements you have taken from any alleged fact-witnesses in support of your claims against Defendant Sodhi in this matter.
3. A true copy of the entire contents of the “spiral notebook” referred to in the Passarella Declaration, paras. 54-56 and/or any other documents removed from the premises of one or more of Defendant Sodhi’s 7-Eleven locations by Fareed Siddiqui and/or any other 7- Eleven representative.

Dated: August 14, 2013

**MARKS & KLEIN, LLP**

Attorney for Defendants/ Counter-Plaintiffs

/s/ Gerald A. Marks, Esq. Gerald A. Marks, Esq.

Louis D. Tambaro, Esq. Evan M. Goldman, Esq. 63 Riverside Avenue

Red Bank, New Jersey 07701 Tel: 732-747-7100

Fax: 732-219-0625

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 27 of 123 PageID: 4210

# EXHIBIT E(2)

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 28 of 123 PageID: 4211

**IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY**

|  |  |
| --- | --- |
| 7-ELEVEN, INC.,  Plaintiff/Counter-Defendant,  vs.  KARAMJEET SODHI, MANJINDER SINGH, KARAMJIT SINGH and DOES 1  through 50, inclusive,  Defendants/Counter-Plaintiffs. | Civil Action No.: 13-cv-03715 (MAS) (DEA)  **DEFENDANTS’ SUPPLEMENTELA REQUEST FOR PRODUCTION OF DOCUMENTS PURSUANT TO AUGUST 14, 2013 ORDER OF MAGISTRATE JUDGE ARPERT** |

TO: Stephen Sussman, Esq.

Duane Morris LLP 1540 Broadway

New York, New York 10036

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure (“Fed. R. Civ. P.”), Defendants hereby demand that Plaintiff 7-Eleven, Inc. produce and permit Defendants’ Counsel to inspect and copy the documents requested herein. Plaintiff shall serve their responses to these requests and produce such documents by [date] on or before 5:00 p.m., pursuant to the order granting expedited discovery, to the offices of Marks & Klein, LLP, 63 Riverside Avenue, Red Bank, New Jersey 07701. Further, said responses and document production shall be properly supplemented in accordance with Rule 26.

**INSTRUCTIONS**

1. “You,” “Your,” “7-Eleven” and “Plaintiff” shall each mean Plaintiff 7-Eleven, Inc. and/or its past and/or present officers, directors, agents, servants, representatives, employees, independent contractors, attorneys, consultants, experts, investigators, predecessors, successors, parents, subsidiaries, affiliates, and any other person or entity acting on behalf of Lifestyle.

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 29 of 123 PageID: 4212

1. The “Defendants” shall mean Defendants Karamjeet Sodhi, et al., and each of their respective past and/or present officers, directors, agents, servants, representatives, employees, independent contractors, attorneys, consultants, experts, investigators, predecessors, successors, parents, subsidiaries, affiliates, and any other person or entity acting or purporting to act on behalf of Defendants.
2. “Sodhi’s Stores” shall mean any of the six (6) franchise locations owned and operated by Defendant Sodhi.
3. “Complaint” shall mean the original complaint in this matter filed by 7-Eleven, Inc. on June 15, 2013.
4. “Amended Complaint” shall mean the amended pleading filed by 7-Eleven, Inc. on June 26, 2013.
5. “Investigation” shall mean the investigation conducted by Plaintiff in connection with Defendant Sodhi’s six stores that is the subject of this dispute.
6. “Amarjit Kaur” or “Kaur” shall mean Plaintiff’s alleged current employer, Amarjit Kaur, who filed Declarations in connection with this matter.
7. “Document” or “documents” as used herein should be construed in the broadest possible sense and refers to any printed, written, taped, recorded, photographed, video recorded, graphic, computerized, electronically stored, or other tangible matter, from whatever source, however produced or reproduced, whether in draft or otherwise. This includes, but is not limited to, notes, correspondence, e-mails, memoranda, messages, outlines and/or proposals, and any other items or things within the scope of Rule 34 of the Federal Rules of Civil Procedure.

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 30 of 123 PageID: 4213

1. “Communication” or “communications” as used herein includes any and every exchange of information by any means, including, but not limited to oral, written and electronic communications.
2. The use herein of the singular form of any noun or pronoun shall include where appropriate the plural thereof; the use herein of the masculine gender shall include where appropriate the feminine.
3. “Person” as used herein shall mean an individual, corporation, partnership, association and/or any other business or governmental entity.
4. “Refer,” “relate” and “pertain to” as used herein are intended to have the broadest possible scope so that all documents, including drafts, are included if they in any way constitute, contain, pertain to or mention the indicated subject or document. Whenever a document provides part, but less than all, of the information requested, such document should be produced along with all other documents that are related.
5. As used herein, the word “or” is inclusive, referring to any one or more of the disjoined words or phrases and “any” and “all” also include “each and every.” The term “and” should not be construed to exclude from production any document simply because not every subject called for is discussed in the document.

**INSTRUCTIONS**

1. If you withhold any information responsive to any of the document requests on the grounds of attorney-client privilege or any other privilege, doctrine or reason with respect to any communication the production of which would otherwise be required by these document requests, set forth in writing:
   1. the date and subject matter of the communication;

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 31 of 123 PageID: 4214

* 1. if the privilege is asserted with respect to an oral communication, identify the name, employment and title of each person who participated or held the communication;
  2. if the privilege is asserted with respect to a document, identify the name, employment and title of each person who prepared, received and has or had possession, custody or control of the document or a copy thereof; and
  3. the basis for the claim of privilege or other ground for failing to identify the oral communication or document.

1. If any document described in this request was, but no longer is, in your possession, or subject to your custody or control, or in existence, state whether:
2. it is missing or lost;
3. it has been destroyed;
4. it has been transferred, voluntarily or involuntarily, to others; or
5. it has been disposed of otherwise.

In each instance, explain the circumstances surrounding such disposition and identify the person(s) directly or authorizing same, and the date(s) thereof. Identify each document by listing its author, his address, type (e.g., letter, memorandum, telegram, chart, photographs, etc.), date, recipient, subject matter, present location(s) and custodian(s), and state whether the document (or a copy) is still in existence.

1. All documents covered in this request shall be produced in an orderly manner (and with appropriate markings or other identification) so that the serving party(ies) and its/their attorneys will be able to identify the source of the document, the file in which it was maintained, the person to whom the file belonged, and the number of this request to which it responds.

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 32 of 123 PageID: 4215

**DOCUMENTS TO BE PRODUCED**

1. Amarjit Kaur’s Federal Income Tax returns, including all schedules, for the years 2008, 2009, 2010, 2011 and 2012.

Dated: August 14, 2013

**MARKS & KLEIN, LLP**

Attorney for Defendants/ Counter-Plaintiffs

/s/ Gerald A. Marks, Esq. Gerald A. Marks, Esq.

Louis D. Tambaro, Esq. Evan M. Goldman, Esq. 63 Riverside Avenue

Red Bank, New Jersey 07701 Tel: 732-747-7100

Fax: 732-219-0625

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 33 of 123 PageID: 4216

# EXHIBIT E(3)

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 34 of 123 PageID: 4217

**IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY**

|  |  |
| --- | --- |
| 7-ELEVEN, INC.,  Plaintiff/Counter-Defendant,  vs.  KARAMJEET SODHI, MANJINDER SINGH, KARAMJIT SINGH and JOHN  DOES 1 through 50, inclusive, Defendants/Counter-Plaintiffs. | Civil Action No.: 13-cv-03715 (MAS) (DEA)  **DEFENDANTS’ SECOND SUPPLEMENTAL REQUEST FOR PRODUCTION OF DOCUMENTS PURSUANT TO THE AMENDED ORDER DATED FEBRUARY 18, 2014** |

TO: Stephen Sussman, Esq.

Duane Morris LLP 1540 Broadway

New York, New York 10036

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure (“Fed. R. Civ. P.”), Defendants hereby demand that Plaintiff 7-Eleven, Inc. (“Plaintiff”) produce and permit Defendants’ Counsel to inspect and copy the documents requested herein in the *Second Supplemental Request for Production of Documents*. Plaintiff shall serve their responses to these requests and produce such documents on or before March 30, 2014, to the offices of Marks & Klein, LLP, 63 Riverside Avenue, Red Bank, New Jersey 07701. Further, said responses and document production shall be properly supplemented in accordance with Rule 26.

**INSTRUCTIONS**

1. “You,” “Your,” “7-Eleven” and “Plaintiff” shall each mean Plaintiff 7-Eleven, Inc. and/or its past and/or present officers, directors, agents, servants, representatives, employees, independent contractors, attorneys, consultants, experts, investigators, predecessors, successors, parents, subsidiaries, affiliates, and any other person or entity acting on behalf of 7-Eleven, Inc..

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 35 of 123 PageID: 4218

1. The “Defendants” shall mean Defendants Karamjeet Sodhi, et al., and each of their respective past and/or present officers, directors, agents, servants, representatives, employees, independent contractors, attorneys, consultants, experts, investigators, predecessors, successors, parents, subsidiaries, affiliates, and any other person or entity acting or purporting to act on behalf of Defendants.
2. “Sodhi’s Stores” shall mean any of the six (6) franchise locations owned and operated by Defendant Sodhi.
3. “Complaint” shall mean the original complaint in this matter filed by 7-Eleven, Inc. on June 14, 2013.
4. “Amended Complaint” shall mean the amended pleading filed by 7-Eleven, Inc. on June 26, 2013.
5. “Investigation” shall mean the investigation conducted by Plaintiff in connection with Defendant Sodhi’s six stores that is the subject of this dispute.
6. “James Passarella” shall mean Plaintiff’s loss prevention expert/investigator James Passarella who is referenced in Defendants’ Answer and Counterclaim.
7. “Brian Padgett” shall mean Plaintiff’s employee Brian Padgett who is referenced in Defendants’ Answer and Counterclaim. .
8. “Document” or “documents” as used herein should be construed in the broadest possible sense and refers to any printed, written, taped, recorded, photographed, video recorded, graphic, computerized, electronically stored, or other tangible matter, from whatever source, however produced or reproduced, whether in draft or otherwise. This includes, but is not limited to, notes, correspondence, e-mails, memoranda, messages, outlines and/or proposals, and any other items or things within the scope of Rule 34 of the Federal Rules of Civil Procedure.

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 36 of 123 PageID: 4219

1. “Communication” or “communications” as used herein includes any and every exchange of information by any means, including, but not limited to oral, written and electronic communications.
2. The use herein of the singular form of any noun or pronoun shall include where appropriate the plural thereof; the use herein of the masculine gender shall include where appropriate the feminine.
3. “Person” as used herein shall mean an individual, corporation, partnership, association and/or any other business or governmental entity.
4. “Refer,” “relate” and “pertain to” as used herein are intended to have the broadest possible scope so that all documents, including drafts, are included if they in any way constitute, contain, pertain to or mention the indicated subject or document. Whenever a document provides part, but less than all, of the information requested, such document should be produced along with all other documents that are related.
5. As used herein, the word “or” is inclusive, referring to any one or more of the disjoined words or phrases and “any” and “all” also include “each and every.” The term “and” should not be construed to exclude from production any document simply because not every subject called for is discussed in the document.

**INSTRUCTIONS**

1. If you withhold any information responsive to any of the document requests on the grounds of attorney-client privilege or any other privilege, doctrine or reason with respect to any communication the production of which would otherwise be required by these document requests, set forth in writing:
   1. the date and subject matter of the communication;

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 37 of 123 PageID: 4220

* 1. if the privilege is asserted with respect to an oral communication, identify the name, employment and title of each person who participated or held the communication;
  2. if the privilege is asserted with respect to a document, identify the name, employment and title of each person who prepared, received and has or had possession, custody or control of the document or a copy thereof; and
  3. the basis for the claim of privilege or other ground for failing to identify the oral communication or document.

1. If any document described in this request was, but no longer is, in your possession, or subject to your custody or control, or in existence, state whether:
2. it is missing or lost;
3. it has been destroyed;
4. it has been transferred, voluntarily or involuntarily, to others; or
5. it has been disposed of otherwise.

In each instance, explain the circumstances surrounding such disposition and identify the person(s) directly or authorizing same, and the date(s) thereof. Identify each document by listing its author, his address, type (e.g., letter, memorandum, telegram, chart, photographs, etc.), date, recipient, subject matter, present location(s) and custodian(s), and state whether the document (or a copy) is still in existence.

1. All documents covered in this request shall be produced in an orderly manner (and with appropriate markings or other identification) so that the serving party(ies) and its/their attorneys will be able to identify the source of the document, the file in which it was maintained, the person to whom the file belonged, and the number of this request to which it responds.

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 38 of 123 PageID: 4221

**SUPPLEMENTAL DOCUMENTS TO BE PRODUCED**

1. Any and all internal documents related to policies, protocol and procedures, created, used or referred to in connection with protocol used by 7-Eleven and its loss prevention specialists during the performance of internal investigation and questioning of franchisees such as Defendant Sodhi in 2012 and 2013.
2. Any and all handwritten or typewritten notes, memoranda, and/or internal reports kept, maintained or relied upon by James Passarella in connection with the investigation and questioning of Defendant Sodhi in June 2013.
3. Any and all documents you have or shall rely upon evidencing James Passarella’s reliance upon 7-Eleven’s written policies, protocol and procedures in connection with the investigation of Karamjeet Sodhi and his stores.
4. A complete list of any and all loss prevention specialists or investigators retained or employed by 7-Eleven to conduct the investigation of Karamjeet Sodhi and his stores.
5. True copies of James Passarella’s credentials in connection with performing audits and investigations of 7-Eleven or other franchised-brand store locations.
6. Any and all handwritten or typewritten notes, memoranda, and/or internal reports kept, maintained or relied upon by Brian Padgett in connection with the investigation and questioning of Defendant Sodhi in June 2013.
7. Any and all documents you have or shall rely upon evidencing Brian Padgett’s reliance upon 7-Eleven’s written policies, protocol and procedures in connection with the investigation of Karamjeet Sodhi and his stores.
8. True copies of Brian Padgett’s credentials in connection with performing audits and investigations of 7-Eleven or other franchised-brand store locations.

Dated: February 27, 2014

**MARKS & KLEIN, LLP**

Attorney for Defendants/ Counter-Plaintiffs

/s/ Gerald A. Marks, Esq. Gerald A. Marks, Esq.

Louis D. Tambaro, Esq. Evan M. Goldman, Esq. 63 Riverside Avenue

Red Bank, New Jersey 07701 Tel: 732-747-7100

Fax: 732-219-0625

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 39 of 123 PageID: 4222

# EXHIBIT E(4)

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 40 of 123 PageID: 4223

MARKS & KLEIN, LLP

By: Gerald A. Marks

Evan M. Goldman Louis D. Tambaro

63 Riverside Avenue

Red Bank, New Jersey 07701 Telephone: (732) 747-7100

Facsimile: (732) 219-0625 [jerry@marksklein.com](mailto:jerry@marksklein.com) [evan@marksklein.com](mailto:evan@marksklein.com) [louis@marksklein.com](mailto:louis@marksklein.com)

*Attorneys for Defendants Karamjeet Sodhi, Majinder Singh and Karamjit Singh*

**UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY**

|  |  |
| --- | --- |
| 7-ELEVEN, INC.,  Plaintiff,  v.  KARAMJEET SODHI, MANJINDER SINGH, KARAMJIT SINGH and DOES 1  through 50, inclusive, Defendants. | Civil Action No. 1:13-cv-03715-MAS-JS  **DEFENDANTS’ FOURTH REQUEST FOR PRODUCTION OF DOCUMENTS** |

TO: Stephen Sussman, Esq.



DUANE MORRIS LLP

1540 Broadway

New York, New York 10036

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure (“Fed. R. Civ. P.”), Defendants hereby demand that Plaintiff 7-Eleven, Inc. (“Plaintiff”) produce and permit Defendants’ Counsel to inspect and copy the documents requested herein in the Fourth Request for Production of Documents. Plaintiff shall serve their responses to these requests and produce such

documents on or before September 2, 2014, to the offices of Marks & Klein, LLP, 63 Riverside

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 41 of 123 PageID: 4224

Avenue, Red Bank, New Jersey 07701. Further, said responses and document production shall be properly supplemented in accordance with Rule 26.

**INSTRUCTIONS**

1. “You,” “Your,” “7-Eleven” and “Plaintiff” shall each mean Plaintiff 7-Eleven, Inc. and/or its past and/or present officers, directors, agents, servants, representatives, employees, independent contractors, attorneys, consultants, experts, investigators, predecessors, successors, parents, subsidiaries, affiliates, and any other person or entity acting on behalf of 7-Eleven, Inc..
2. The “Defendants” shall mean Defendants Karamjeet Sodhi, et al., and each of their respective past and/or present officers, directors, agents, servants, representatives, employees, independent contractors, attorneys, consultants, experts, investigators, predecessors, successors, parents, subsidiaries, affiliates, and any other person or entity acting or purporting to act on behalf of Defendants.
3. “Sodhi’s Stores” shall mean any of the franchise locations owned and operated by Defendant Sodhi, at any time, including, but not limited to, the six (6) stores currently owned and operated by Defendant Sodhi.
4. “POS T-Logs” shall mean the item, document or thing referred to in Exhibit A

hereto.

1. “Other Data Feeds” shall mean the item, document or thing referred to in Exhibit A

hereto.

1. “Exception Based Reporting” shall mean the item, document or thing referred to in Exhibit A hereto.
2. “‘Secure’ EBR tool (SaaS)” shall mean the item, document or thing referred to in Exhibit A hereto.

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 42 of 123 PageID: 4225

1. “Secure Tool” shall mean the item, document or thing referred to in Exhibit A hereto.
2. “Investigation Information” shall mean the item, document or thing referred to in Exhibit A hereto.
3. “Results” shall mean the item, document or thing referred to in Exhibit A hereto.
4. “Tickets” shall mean the item, document or thing referred to in Exhibit A hereto.
5. “Case Management tool (SaaS)” shall mean the item, document or thing referred to in Exhibit A hereto.
6. “EBR tool” shall mean the item, document or thing referred to in Exhibit A hereto.
7. “Associated data” shall mean the item, document or thing referred to in Exhibit A

hereto.

1. “APIS” shall mean the item, document or thing referred to in Exhibit A hereto.
2. “Secure Portal” shall mean the item, document or thing referred to in Exhibit B

hereto.

1. “Sysrepublic Secure” shall mean the item, document or thing referred to in Exhibit C hereto.
2. “Secure Questions” shall mean the item, document or thing referred to in Exhibit C

hereto.

1. “Secure Investigations” shall mean the item, document or thing referred to in Exhibit D hereto.
2. “Investigations Center” shall mean the item, document or thing referred to in Exhibit D hereto.
3. “Results of Saved Questions” shall mean the item, document or thing referred to in Exhibit D hereto.

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 43 of 123 PageID: 4226

1. “Secure Transaction Viewer” shall mean the item, document or thing referred to in Exhibit E hereto.
2. “Document” or “documents” as used herein should be construed in the broadest possible sense and refers to any printed, written, taped, recorded, photographed, video recorded, graphic, computerized, electronically stored, or other tangible matter, from whatever source, however produced or reproduced, whether in draft or otherwise. This includes, but is not limited to, notes, correspondence, e-mails, memoranda, messages, outlines and/or proposals, and any other items or things within the scope of Rule 34 of the Federal Rules of Civil Procedure.
3. “Communication” or “communications” as used herein includes any and every exchange of information by any means, including, but not limited to oral, written and electronic communications.
4. The use herein of the singular form of any noun or pronoun shall include where appropriate the plural thereof; the use herein of the masculine gender shall include where appropriate the feminine.
5. “Person” as used herein shall mean an individual, corporation, partnership, association and/or any other business or governmental entity.

AA. “Refer,” “relate” and “pertain to” as used herein are intended to have the broadest possible scope so that all documents, including drafts, are included if they in any way constitute, contain, pertain to or mention the indicated subject or document. Whenever a document provides part, but less than all, of the information requested, such document should be produced along with all other documents that are related.

BB. As used herein, the word “or” is inclusive, referring to any one or more of the disjoined words or phrases and “any” and “all” also include “each and every.” The term “and”

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 44 of 123 PageID: 4227

should not be construed to exclude from production any document simply because not every subject called for is discussed in the document.

**INSTRUCTIONS**

1. If you withhold any information responsive to any of the document requests on the grounds of attorney-client privilege or any other privilege, doctrine or reason with respect to any communication the production of which would otherwise be required by these document requests, set forth in writing:
   1. the date and subject matter of the communication;
   2. if the privilege is asserted with respect to an oral communication, identify the name, employment and title of each person who participated or held the communication;
   3. if the privilege is asserted with respect to a document, identify the name, employment and title of each person who prepared, received and has or had possession, custody or control of the document or a copy thereof; and
   4. the basis for the claim of privilege or other ground for failing to identify the oral communication or document.
2. If any document described in this request was, but no longer is, in your possession, or subject to your custody or control, or in existence, state whether:
3. it is missing or lost;
4. it has been destroyed;
5. it has been transferred, voluntarily or involuntarily, to others; or
6. it has been disposed of otherwise.

In each instance, explain the circumstances surrounding such disposition and identify the person(s) directly or authorizing same, and the date(s) thereof. Identify each document by listing its author, his address, type (e.g., letter, memorandum, telegram, chart, photographs, etc.), date,

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 45 of 123 PageID: 4228

recipient, subject matter, present location(s) and custodian(s), and state whether the document (or a copy) is still in existence.

1. All documents covered in this request shall be produced in an orderly manner (and with appropriate markings or other identification) so that the serving party(ies) and its/their attorneys will be able to identify the source of the document, the file in which it was maintained, the person to whom the file belonged, and the number of this request to which it responds.

**DOCUMENTS TO BE PRODUCED**

1. “POS T-Logs” for Sodhi’s Stores for June 1, 2007 through the present.
2. “Other Data Feeds” for Sodhi’s Stores for June 1, 2007 through the present.
3. All “Exception Based Reporting” data, reports or documents for Sodhi’s Stores for June 1, 2007 through the present.
4. All data, reports or Documents retrieved by, or entered into, the “‘Secure’ EBR tool (SaaS)” for Sodhi’s Stores for June 1, 2007 through the present.
5. All data, reports or Documents issued or created by the “‘Secure’ EBR tool (SaaS)” for Sodhi’s Stores for June 1, 2007 through the present.
6. All data, reports or Documents retrieved by, or entered into, the “Secure Tool” for Sodhi’s Stores for June 1, 2007 through the present.
7. All data, reports or Documents issued or created by the “Secure Tool” for Sodhi’s Stores for June 1, 2007 through the present.
8. All “Investigation Information” for Sodhi’s Stores for June 1, 2007 through the present.
9. All data, reports or Documents relating to “Results” for Sodhi’s Stores for June 1, 2007 through the present.
10. All “Tickets” created or logged in the “Case Management tool (SaaS) with the associated data from the EBR tool” for Sodhi’s Stores for June 1, 2007 through the present.
11. All data, reports or Documents retrieved by, or entered into, the “Case Management tool (SaaS)” for Sodhi’s Stores for June 1, 2007 through the present.
12. All data, reports or Documents issued or created by, or entered into, the “Case

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 46 of 123 PageID: 4229

Management tool (SaaS)” for Sodhi’s Stores for June 1, 2007 through the present.

1. All data, reports or Documents retrieved by, or entered into, the “EBR tool” for Sodhi’s Stores for June 1, 2007 through the present.
2. All data, reports or Documents issued or created by the “EBR tool” for Sodhi’s Stores for June 1, 2007 through the present.
3. All “Associated Data” for or related to Sodhi’s Stores for June 1, 2007 through the present.
4. All data, reports or Documents retrieved by, or entered into, “APIS” for Sodhi’s Stores for June 1, 2007 through the present.
5. All data, reports or Documents issued or created by “APIS” for Sodhi’s Stores for June 1, 2007 through the present.
6. All data, reports or Documents retrieved by, or entered into, the “Secure Transaction Viewer” for Sodhi’s Stores for June 1, 2007 through the present.
7. All data, reports or Documents issued or created by the “Secure Transaction Viewer” for Sodhi’s Stores for June 1, 2007 through the present.
8. All data, reports or Documents retrieved by, or entered into, the “Secure Portal” for Sodhi’s Stores for June 1, 2007 through the present.
9. All data, reports or Documents issued or created by the “Secure Portal” for Sodhi’s Stores for June 1, 2007 through the present.
10. All data, reports or Documents retrieved by, or entered into, the “Sysrepublic Secure” for Sodhi’s Stores for June 1, 2007 through the present.
11. All data, reports or Documents issued or created by the “Sysrepublic Secure” for Sodhi’s Stores for June 1, 2007 through the present.
12. All data, reports or Documents retrieved by, or entered into, the “Secure Questions” for Sodhi’s Stores for June 1, 2007 through the present.
13. All data, reports or Documents issued or created by the “Secure Questions” for Sodhi’s Stores for June 1, 2007 through the present.
14. All data, reports or Documents retrieved by, or entered into, the “Secure Investigations” for Sodhi’s Stores for June 1, 2007 through the present.
15. All data, reports or Documents issued or created by the “Secure Investigations” for Sodhi’s Stores for June 1, 2007 through the present.

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 47 of 123 PageID: 4230

1. All data, reports or Documents retrieved by, or entered into, the “Investigation Center” for Sodhi’s Stores for June 1, 2007 through the present.
2. All data, reports or Documents issued or created by the “Investigation Center” for Sodhi’s Stores for June 1, 2007 through the present.
3. All “Results of Saved Questions” for Sodhi’s Stores for June 1, 2007 through the present.

Dated July 31, 2014 **MARKS & KLEIN, LLP**

By: \_/s/ Gerald A. Marks, Esq. Gerald A. Marks, Esq.

Evan M. Goldman, Esq. Louis D. Tambaro, Esq.

63 Riverside Avenue

Red Bank, New Jersey 07701 Tel: 732-747-7100

Fax: 732-219-0625

*Attorney for Defendants*

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 48 of 123 Page ID: 4231

**EXHIBIT A**

1) Transaction activity

### The Asset Protection System

1. The AP Field Team and Corporate

0

Pl

*(J)*

(ti

f-"

f-"

w

I

*Q*

I

captured in the POS T-Log is



sent from the store's ISP to .....-i

the ?-Eleven Data Cent J//

*/*

Investigations accesses both systems via the web and manages the investigation information

0

c;,

-..J

00

I

;o

s::

..,./,\_,:,,·-./,·.

· ""

and results.

CIJ

I

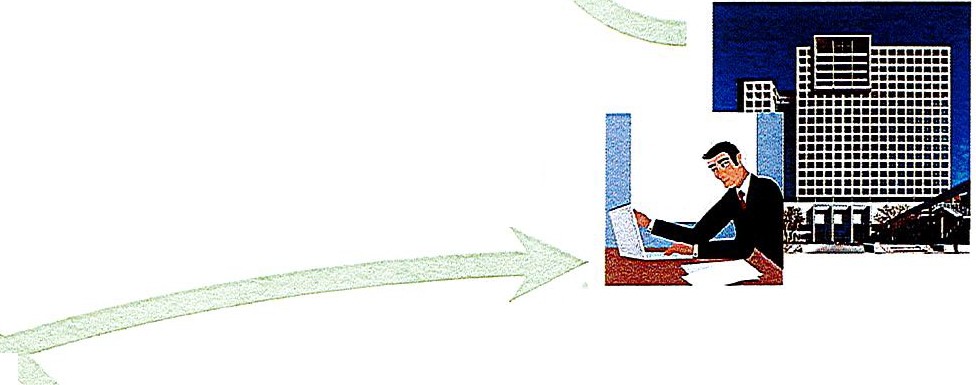
c:......

ijm.) . *Y*

*(J)*

0

·,· \_ trcenter -- 6



*7"*

* 1. The video is networked at the stor<iand is called up for exceptions identified in the 'Secure

Tool. Video evidence can be stored in e'"rther:.

*0*

(')

c

3

(ti

:::::,

,-+

* + - .....,,,.. . Secure or APIS as digital evidence. "''·

.:: - \_:--

--------...... -:

-"--

·,

Asset

N

f-" N

I1

(ti

CL

0

1. The POS T Log is captured in an unedited f.or:m and sent along with other"data feeds (21

in total) to the "Sepure" Exception Based Reporting

fij ,..,-,·

'-..

*<* .....;.,.-"',

*/ -*



*,..?*

*7*

.,....-, \_....,,,..

/..\_,\_.. ......

Protection Team

N

*<D*

--

f-"

c;,

""O

Pl

cc

(ti

tool. Some feeds are'·also sent



to APIS. "\.. "... 1 L\_!\_ .--=..:



•112-'.:..

1. The "Secure" EBR tool (SaaS) collects data & flags potential fraud or other risk conditions based on the criteria established by the AP team.

5) When a condition of concern is identified, a ticket is logged in the Case Management tool (SaaS) with the associated data from the EBR tool.

*<D*

-

*0*

f-"

N

w

""O

cPcl

(ti

0

N

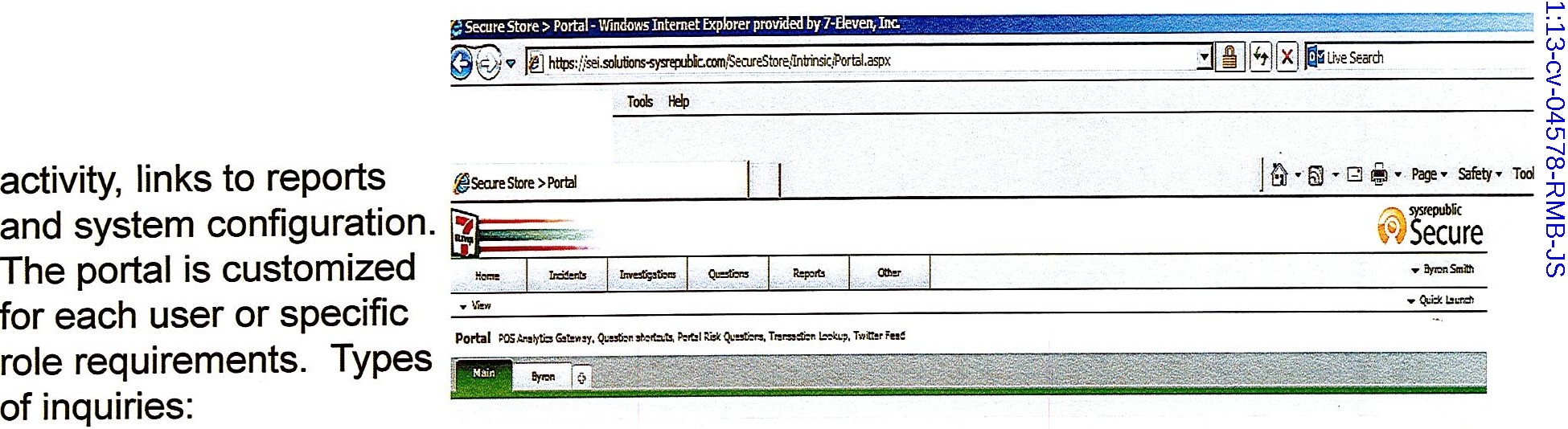
w

N

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 50 of 123 Page ID: 4233

**EXHIBIT B**

0



**The Secure Portal**

Pl

*(J)*

(ti

Fie Edt *View* Fil'IIMS

Quick overview of system Fil'IIMS J

0

*0*

(')

c

3

(ti

,::.:.:.:.,..

Non scanned Refunds scanned Refunds Transaction Lookup

Non Scanned Refunds Portal: Noo Scanned Refunds Coant Portal Risk Scanned Refunds

•

.

lt:::!:r:t:yM: *!I\* Sb!'! :, ts L· IT

Price Overrides

Portal Risk·Price Ovenides

SL"!'!: ,:- !5 :"i!I T:-

N

f,->

N

I1

###### Price Overrides

* Tobacco Promos

r:a.;\_;1'm

r !i,ll.-..y

r; -y,!

Transaction Lookup r--

j 114;9 /J,D

Tr.!r.s !: !! Wit'fl.in tr:: L::Cr.Q:y::

r--

Sbn: J.::.-oe:r

90

!uc;9 "'

Tr,:":S *&-4* D:!! *\'ilhr.*tr.:L::C n D:y:

90 . .;ci

(ti

CL

0

L

ru.1,! ;i:st!r t;L-meer

• t':!

!!,,r., i'l.,..,,Dyl'ri:,O I,

*wr,. r.*

-*<D*-

r;M,,., 1

- ·-·-···--- --·-· --

r,o:

f,->

N

(.i1

* Item Voids r ?t:!Kr.:-wr.

r "5S

No Sales

* Penny Rings r ?u:

IAui "'".01! O:l

51111 Moa Tae Wtd llm Fri Sat

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| :?S | 26 | 27 | 26 | 29 | 30 | 3! |
| I | 2 | 3 | 4 | 5 |  | *1* |

8$1

""O

Pl

cc

Cmo

No Sales rs:sr.r:-

•

AAD

Pwbl Rislc. No Solos

.:::] :: . ! *,=* i:. r:: :r

*s* 9 10 11 12 !4

Memory cancels

Portal Risk· Hemo,y Callcels

(ti

(.i1

-f,->

* Non Scanned Sales Tr:r.:r.".i:nf.b:d::! !!l

IM I N.··, 1S 15 17 tS 19 20 21 *0*

*r rn.. t:·,.,* T::,r.:.[:..:: :::t: b• ::-... :'"!, !...!:.: : ·:. 22 lJ ?< ?5 2S " 2S

.',\D :. Z9 30 2 3

###### Coupons

1'!f\. Li:I T:-

SL ,, U:IT:-

lisw

Tr,r.:, t: t:l' ttlir.ttl £.::tnt':r:

t..D

f,->

N

w

###### Cancel Age Verification

:M D,t. !,\'dNr.th, °'Y' .,, 1 1

-,:ir:xii:ti!! tr.lt

j 00:GO

(lil:i MN)

190

Tr.u3 t:::;i.::JT;,

.f'..

*,:.. !!*

""O

Pl

cc

###### Aborted Transactions iO

. l o.oo

(ti

l#oEI

T H A N K

O H

Age Verify Cancel 0

N

w

##### H E A V E N

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 52 of 123 Page ID: 4235

**EXHIBIT C**

 **Secure Questions**

seare Store >QuestionS > Explorer Question Reposi••• J *SJ* • • G:l rj• Page • Safety • Tools •

0

Pl

*(J)*

(ti

f->

f->

w

I

*Q*

I

JI 1·==--

0

c;,

-..J

00

- '. . - l H%W - J. - I -- ;o

I

- Qt,i::k I.! s::

CIJ

I

c:......

Explorer Question Repository s..:,,., . *r.* er=• Exp r<;•=·

Priv"te ce.t1Rfri+i:H :J , '\*,-·,,I Iltl@W 1

'

*(J)*

0

*0*

u, .\_ ·

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1  l.m: V | te | Qi=:i:,n | I ·D=,;ptc,, | I Or,r.:, | I L=t Me<§T,"od | | I Sot= | I  l |  |
| \'.ii!:h Ter r A=-=-i.:r.t | Ln-,e Vi:- Witt'i :!! Ter oc:-t | c  ,:r., | 9.,'27/ 9:SS  AM | | St. ?OS  Tr:ere:sdi-:rr.:!!: |  |
| Me-r. :Z. :;al'>!!S P=k: r.,i= De=i:r.tTt3"" AmeL.,,t  n-..,,st.on | | | :z. 3anc! S - ..r.,j,,r:, l>isoLT.tT,.,-.,,Ameimt Thor. Sl..00 | J!.bn tt |  | ?121.12012 *3:23*  PM | ?OS  Tmd:bre: |  |
| Mr.it:Qr: 2. 3 *5* Q..1?:1 Oi.;r:t Trr3 . i:r.t  Th,,r, Sl.00 | | | 2. 3 r,j 5 miirr '! De:!:'-r.t T re. QL'1'l.t Tbr. st.vr; | . nbtt I | | v::.1\_1;;.;)12 :;,u  ;, | St,\_\_,,,, ;,os  Tr:edi:-r.: |  |
| U.T:*:\Qo* S!U.sn:! . A:, \i'enT.c,ti:,r. | | | Allt:,,,,,.*th::t* h•v.e i,;,""·=<1nc!ci=l<19" V'erirctin  witfllit. | .c.bn btt I | | 5/21,'2;)13 S:Si  •.v-1 | SL= P05  Tr.2d.:i:ore |  |
| T:Ne2,3r.-,C,.r, IA Vi:3ti:,ri | | | .II'tr:!r.:s *t* h Ye r:,::, ::::=: r:$<:!f)!'!;J ,3 v nTC!ti:-r:  wi!h it. | Al• L<:,tt I | | 5 21/2013S:57  A'.I | sro ro;;  Tr:ectb |  |
|  | | | | | | | | | |

,S• Me rTr,r:s

"5.1o tbS eTr:s

"5.• ;>::,;;- •lyti= R"p:-it

"5.• OLD

*ti" Re1t:r* Tr.s

* + tt-rt..ir:;Tr.s
* *:;:* br.39 r.tt ::shtd

Q=r.:

IMonlbr I

Ir:;t.

IOi,,,bl:d IDis,bl:d

cr"'

()

c

3

(ti

:,:.:.:.:.,..

N

f->

N

I1

'5:1

-5.'

ny Fc-str

M,tt ;

I:r.,bi.-!!

(ti

CL

0

t:) MONITORS:ADMIN ONLY

-5.' Qo;:k St,,it Q-..,.-.sti:-r.s

*5:* ,,;,"'""'

-5• C\_-bi't erc::1t C!

;§;• GiT!C.c

tsi· 1.=v, ...'.:!l!LTr-;,din::

"5.• i.=y..ity Cu!

*5:* t:e- Soe

-5,• Oot ef a,ur,

-5,• :>ri:: oiry

t:i.' Re,a,:!br.,

Rfi.:r,

N

--

*<D*

fc-;>,

""O

Pl

cc

(ti

c;,

-

w

*0*

f->

N

-5.'

*·*

"5.• S't, Di5Z-L'r.!

* T ir:ir,; Me::.:

-5.·,<=i:;::

Tepi::,

w

""O

cPcl

(ti

0

N

w

##### O H T H A N K H E A V E N -(j)

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 54 of 123 Page ID: 4237

**EXHIBIT D**

### Secure Investigations

#### Results of Saved questions are fed into the Investigation Center where investigators can review suspect transactions

secb re



- - - --

(')

Pl

*(J)*

(l)

f-->

fw-->

I

I

0

.f:::,.

CJ1

-c...o.J

I

:::0

s=::

al

I

c......

*(f)*

0

Home Reports Investigations Case Center

Que st ons

- -

.

Monitoring Other ... Geoff Lyle 0

()

c

... Quick Launch

Investigations Investigate your pending items

3

(l)

:,:.:.i.

N f--> N

I1

(l)

C2.

0

!::::

-

N

(0

f-->

CJ1

"'CJ

Pl

<.C

(l)

CJ1 CJ1

-

0

f-->

|  |  |
| --- | --- |
| ll<l <J E::J ·Of 1 I> l>D I 100% Ell INext ISelect a format: a Export | |
| • &  Store Cashier Cards Other By Monitor  Incidents |  |
| 1 -'- Monitor \_ Focus \_ TrdnS :=: Act·  I Store :=: PLV - Count - Count .,. Count · ions  I j 972 - Redondo Beach $2,254.78 1 2 ! 32 ! .. 4391 Ix j  1  ! -I11-02---Malibu $ 60 8. 69 2 . 10 1·63\ Ix ;  i I1685 - Beverly Hills $224.571 2 ! 1 6L \_\_ \_ 109: !x i  i j 1147 - Manhattan Beach $ 2 . 76 · 2 1 1 6 ; 292 1 1 x I  1--1--  J G$> j 810 - Hermosa Beach $0.00 !\_ -··· 1j 3L 49 1 Ix !  I ! I i |
|  | |

##### O H T H A N K H E A V E N

Nw

"'CJ

Pl

<.C

(l)

0

.f:::,.

Nw

co

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 56 of 123 Page ID: 4239

## EXHIBIT E

### Secure Transaction Viewer

#### Users can drill into the investigation results to see the details of specific transactions which have been flagged by the

0

Pl

*(J)*

(ti

f->

f->

w

I

*Q*

I

0

c;,

-..J

00

;o

s::

CIJ

#### system.

· "".'.\!·."'::"

sysrepublic

I



c:......

*(J)*

0

Reports Investi,gations I case Center

,u secure

. Monitoring I . other

·-;·..... .... i...·,...··- ·; . ·\_·- ·--------

....- Geoff Lyle

*0*

(')

c

ii .... Exort & Print

:I $110wiftg:tn11Adionsfor:11..,

-- -- - ' ,· --· - •.·\_ .\_ ?\_ \_:\_ \_.

\_· .'

..... Quick Launch

?$id

3

(ti

:,:.:.:.:.,..

fl I Qc- ......... AcNol I POSNo I Tl'MIINCII I I ""-""- I ta I N I TV I LC I GC I IIC I ,0 I 'TS I TT

O

N

f->

I I I 10

....,

N

###### Transaction viewer

II - -

\_ :: . . - . ;

*\_: :,=* .:--------= -- --,----" I

###### will have access to

.2/U/201.l 7:l'M I5.i.

,..

921631l. r n I1

###### details such as:

..,. 1.,

1 2$2--".'.........

.,,,,,.

* 1. ,C.dL .. .

)..J L-t

(l1jVE.)II

(ti

CL

0

*<*-*D*-

N

###### Receipt View

* + - Tlog Audit View

Gltwt. ,--

·

'....) Octw:IN ......to ...........

st. *3Zk:* at. OOOGOOOl n. Ol ti.. OOZN

-....-

.. /Jl'tbd

1.'JS

fc-;>,

""O

Pl

cc

###### Store Sequence

* + - CCTV footage

G«!'!!!!P: I

lld!lm. Cold a..3o:

00'70.1'5Sfl2'9 11."

Tu O.H

JOTJ.1. lt.03

o.sR t0.00

a.-,. -s.,i

V,.J..9,\IL\_L .1,.p,Vu::lU

mo?ODUHZ, t

O H T H A N K H E A V E N

(ti

c;,

-

-..J

*0*

f->

N

w

""O

Pl

cc

(ti

0

N

0

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 58 of 123 PageID: 4241

# EXHIBIT E(5)

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 59 of 123 PageID: 4242

MARKS & KLEIN, LLP

By: Gerald A. Marks

Evan M. Goldman Louis D. Tambaro

63 Riverside Avenue

Red Bank, New Jersey 07701 Telephone: (732) 747-7100

Facsimile: (732) 219-0625 [jerry@marksklein.com](mailto:jerry@marksklein.com) [evan@marksklein.com](mailto:evan@marksklein.com) [louis@marksklein.com](mailto:louis@marksklein.com)

*Attorneys for Defendants Karamjeet Sodhi, Majinder Singh and Karamjit Singh*

**UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY**

|  |  |
| --- | --- |
| 7-ELEVEN, INC.,  Plaintiff,  v.  KARAMJEET SODHI, MANJINDER SINGH, KARAMJIT SINGH and DOES 1  through 50, inclusive, Defendants. | Civil Action No. 1:13-cv-03715-MAS-JS  **DEFENDANTS’ FIFTH REQUEST FOR PRODUCTION OF DOCUMENTS** |

TO: Stephen Sussman, Esq.



DUANE MORRIS LLP

1540 Broadway

New York, New York 10036

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure (“Fed. R. Civ. P.”), Defendants hereby demand that Plaintiff 7-Eleven, Inc. (“Plaintiff”) produce and permit Defendants’ Counsel to inspect and copy the documents requested herein in the Fourth Request for Production of Documents. Plaintiff shall serve their responses to these requests and produce such

documents on or before September 25, 2014, to the offices of Marks & Klein, LLP, 63 Riverside

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 60 of 123 PageID: 4243

Avenue, Red Bank, New Jersey 07701. Further, said responses and document production shall be properly supplemented in accordance with Rule 26.

1. “Store Franchise Agreement” means the Store Franchise Agreement granting Plaintiffs, individually and/or collectively, the right to own and operate a 7-Eleven franchise.
2. “Franchisor” means (a) the 7-Eleven entity or entities responsible for granting franchise rights to franchisees throughout the United States; (b) the 7-Eleven entity or entities governing, managing and/or administering those franchise relationships throughout the United States; and (c) all other Persons over whom the Franchisor maintains control or otherwise relies on to operate the 7-Eleven franchise system throughout the United States. The definition includes the respective agents, employees, affiliates, subsidiaries, representatives, predecessors, successors and assigns of each such Person.
3. “Person” means any natural person and any corporation, partnership, limited liability company, firm, joint venture, sole proprietorship or other legal or business entity of any kind.
4. “FDD” means Franchise Disclosure Document and/or Uniform Franchise Offering Circular and relates solely and exclusively to such documents created and distributed in relation to the sale of 7-Eleven franchises as compared to those created and distributed in relation to some other brand.
5. “United States” includes all fifty states in the United States that 7-Eleven offers franchises for sale.
6. “Defendants” mean Defendants Karamjeet Sodhi, Manjinder Singh and Karamjit Singh, either individually or collectively, in this action.

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 61 of 123 PageID: 4244

1. “Defendants’ Store(s)” mean Defendants Karamjeet Sodhi, Majinder Singh, and Karamjit Singh, either individually or collectively.
2. “You,” “Your,” “Plaintiff” or “7-Eleven” means Plaintiff in this action, along with its agents, employees, representatives, predecessors, successors, and assigns.
3. “Amended Complaint” means the Amended Complaint filed by Plaintiffs on or about June 26, 2013, Civil No. 3:13-cv-03715-MAS-DEA
4. “And” means “and/or”
5. “Operations Manual” or “Operations Manuals” mean any manuals disseminated to franchisees, including Defendants, by 7-Eleven.
6. “Accounting Department” means the department within 7-Eleven that deals with, or has control over, franchisees’ accounting.
7. “Audit” or “Audits” mean a physical count of the Inventory, pursuant to 7- Eleven’s normal procedures.
8. “Maintenance Contracts” means contracts that Defendants were required to obtain pursuant to the Store Franchise Agreement.
9. “Open Account” means an account that 7-Eleven agreed to establish and maintain for Defendants as part of the Bookkeeping Records.
10. “Notice of Breach” or “Notices of Breach” mean letters and/or notices sent to Defendants regarding Defendant’ alleged deficiencies.
11. “Notice of Termination” or “Notices of Termination” mean letters and/or notices sent to Defendants regarding Defendants’ alleged deficiencies.
12. “Notice of Material Breach” or “Notices of Material Breach” mean letters and/or notices sent to Defendants regarding Defendants’ alleged deficiencies.

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 62 of 123 PageID: 4245

1. “LON” or “LONs” mean Letter(s) of Notification sent to Defendants.
2. “Form 48A” or “Form 48As” mean financial summaries identified by the description “RODID: 48A.”
3. “Lease Agreement” or “Lease Agreements” mean any written agreement in which the owner of certain property allowed 7-Eleven to use said property for the purpose of operating one of Defendants’ Stores, individually and/or collectively.
4. “Permanent File” means the entire file of documents (Electronic Data and/or hard copy) kept by 7-Eleven with relation to Defendants.
5. “Initial Disclosures” means Plaintiff’s Initial Disclosures, dated February 10, 2014, which were served upon Plaintiffs.
6. “HVAC Equipment” means the heating, ventilation and air conditioning unit and related equipment, duct work, filters and refrigerant gas for the air conditioning unit, but does not include water heaters, equipment and refrigerant gases for refrigerated vaults and cases, and other equipment used in connection with the sale of inventory from the Defendants’ Stores, individually and/or collectively.
7. “Recommended Vendor” or “Recommended Vendors” are those Bona Fide Suppliers described in Paragraph 15(h) of the Store Franchise Agreement and which are listed on the 7-Eleven Intranet.
8. “Bona Fide Supplier” or “Bon Fide Suppliers” means persons or entities regularly conducting the business of supplying or distributing merchandise, supplies or services to retail businesses and performing all of the functions normally associated with such activities.
9. “Security Equipment” means the surveillance and/or security system installed by 7-Eleven and/or its affiliates to conduct surveillance of franchisees, franchisees’ employees and/or

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 63 of 123 PageID: 4246

franchisees’ customers. This definition shall include, but not be limited to, the following systems: SecureTM, ClickIt and/or APIS.

1. “Operations Manuals” means the support guide containing, among other things, required operating standards and procedures for compliance with the 7-Eleven System and 7- Eleven Image (as those terms are defined in the Store Franchise Agreement).
2. “7-Eleven’s Accounting Department” means the department within Defendant 7- Eleven, Inc. that deals with, or has control over, franchisees’ accounting.
3. “Audits” means a physical count of the Inventory, Receipts, Cash Register Fund, cash, bank drafts, and supplies of items for which Defendants, individually and/or collectively, earn a commission, pursuant to 7-Eleven’s normal procedures.
4. “Profit Assurance Team” means the 7-Eleven department and/or team in charge of covert mobile surveillance of franchisees. Upon information and belief, “Profit Assurance Team” was a term coined by Mark Stinde, a 7-Eleven employee.
5. “Centralized Investigations Team” means the team and/or department within 7- Eleven tasked with investigating franchisee and facilitating the take back of franchisees’ stores (commonly referred to as “Take-Backs.”)
6. “Asset Protection/Loss Prevention Department” means the Asset Protection and/or Loss Prevention Department within 7-Eleven tasked with monitoring franchisees for allegations of fraud, misreporting, or any other untort conduct. Upon information and belief, these are company-specific terms.
7. “Asset Protection Investigators” means those individuals within the Asset Protection/Loss Prevention Department tasked with conducting investigations of Franchisees.

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 64 of 123 PageID: 4247

1. “7-Eleven’s Code of Business Conduct” means the Code of Conduct referenced in various job posting on 7-Eleven’s Careers website.
2. “McLane Company” means McLane Company, Inc., a supply chain services company, with whom 7-Eleven and/or its franchisees contract. The definition includes the respective agents, employees, affiliates, subsidiaries, representatives, predecessors, successors and assigns of McLane Company.
3. “Mitsui & Co. (U.S.A.), Inc.” means Mitsui & Co. (U.S.A.), Inc., the company that provides demand chain service, and with whom 7-Eleven and/or its franchisees contract. The definition includes the respective agents, employees, affiliates, subsidiaries, representatives, predecessors, successors and assigns of Mitsui & Co. (U.S.A.), Inc.
4. “Tyco” means Tyco International Ltd., the outside service provider used by 7- Eleven, Inc. to monitor and/or control the Surveillance Equipment. The definition includes the respective agents, employees, affiliates, subsidiaries, representatives, predecessors, successors and assigns of Tyco International Ltd.
5. “Maintenance Records” means all records relating and/or pertaining to maintenance requested by Defendants, either individually and/or collectively, which was or was not completed by 7-Eleven and/or a third-party vendor retained by 7-Eleven. The definition includes the respective agents, employees, affiliates, subsidiaries, representatives, predecessors, successors and assigns of 7-Eleven, Inc.
6. “Maintenance Requests” means all records relating and/or pertaining to maintenance requested by Plaintiffs, either individually and/or collectively. The definition includes the respective agents, employees, affiliates, subsidiaries, representatives, predecessors, successors and assigns of 7-Eleven, Inc.

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 65 of 123 PageID: 4248

1. “Communication” means any oral, written, or recorded contact between two or more Persons or from one or more Persons to one or more other Persons, including, without limitation, face-to-face meetings, telephone conversations, correspondences, electronic mail, messages, all Electronic data (as defined below) and recorded messages.
2. “Describe” means give an account of the salient characteristics of the subject asked to be described, including, where applicable, dates and durations of the relevant events, places such events occurred, the names and addresses of all Persons involved in those events and all sources form which the requested information was obtained.
3. “Document(s)” means the original and any non-identical copy (which is different from the original or any copy because of notations thereon or attached thereto or otherwise) or drafts of any written, recorded, printed, typewritten, handwritten, graphic, filmed, or videotaped matter or things, including, without limitation: Electronic Data (as defined below), letters, telegrams, telex, telefax or telecopy reproductions, facsimile, memoranda, reports, studies, diaries (or extracts thereof), minutes, pamphlets, notes, tables, charts, bulletins, calendars, tabulations, analyses, forecasts, pro forma projections, appraisals, statistical information accumulations, records of meetings and conversations of any kind, film impressions, photographs, magnetic tape, sound or mechanical reproductions, recordings, proposals, contracts and amendments, offers, counteroffers, drafts of contracts, receipts, telephone records, computer printouts, computer software and computer programs, advertisements, telephone listings, stationary, invoices, bills, purchase orders, regulatory filings, formal or informal board of directors, shareholders or employee meeting minutes or other notes, memoranda, or reports from such meetings (whether or not a quorum was present), employee notices, announcements or disclosures, corporate authorizations, stock quotes, appraisals or forecasts, and financial records of whatsoever kind

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 66 of 123 PageID: 4249

which are in Your actual or constructive possession, custody or control or known or believed by You to exist or to have existed. Without limitation, as used in this definition, the word Document is to be construed as broadly as is conceivable. A Document is deemed to be or to have been in Your “control” if you now have or have had the right to secure or obtain the Document or a copy thereof on demand from another Person or governmental entity having actual physical possession thereof.

1. “Electronic Data” means any information stored or produced electronically, including, without limitation, electronic mail, word processing documents, computer databases (e.g. payroll, royalty, and advertising fee payments), and electronically stored reports from software applications. Electronic Data includes any such information obtainable from any media including, without limitation: local and networked hard drives, CD-ROMs and floppy disks, personal computers, PDAs, and backup tapes. As used in this definition, the term Electronic Data is to be construed as broadly as is conceivable and shall encompass any: (a) active data (i.e. electronic files that are easily accessible for Your current and future purposes); (b) meta data (information about the Document or file that is recorded by the computer to assist the computer and often the user in storing and retrieving the Document or file at a later date); (c) replicant data (data which is automatically created and retained by various systems, including automatic backup files generated by operating systems); (d) backup data (found in backup and archival or legacy data files); and (e) residual data (deleted files and data fragments not yet overwritten) of any kind which are in Your actual or constructive possession, custody or control or known or believed by You to exist or to have existed. Electronic Data is deemed to be or to have been in Your “control” if You now have or have had the right to secure or obtain the document or a copy thereof on demand from another Person or governmental entity having actual physical possession thereof.

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 67 of 123 PageID: 4250

1. “Factual Basis” means all information of any kind of which You are aware whether such information is admissible or inadmissible in evidence. A response setting forth the “Factual Basis” shall include the name and address of any such Persons involved, the identification of any Documents involved, the time and date of the described circumstances, the name and address of any witnesses to the circumstances described, and an exhaustive description of the circumstances and factual aspects of the subject of inquiry. All written statements pertaining to the factual basis as defined in this paragraph must be identified in your response.
2. To “identify,” or “state the identity of” or “to describe” a Person, if that Person is a natural Person, means to state:
   1. His or her name and all other names by which he or she is known;
   2. His or her present or last known resident address and telephone number;
   3. His or her present or last known business address and telephone number; and
   4. His or her present or last known occupation, position, and business affiliation.
3. To “identify,” or “state the identity of” or “to describe” a Person, if that Person is not a natural Person, means to:
   1. State its full name and specify its nature (e.g., corporation, partnership, limited liability company, etc.);
   2. Set forth the general nature of its business (e.g., products manufactured or sold, services rendered, etc.);
   3. State its present or last known principal business address, identified as such, and such other of its business addresses as are known to You;
   4. If it is a corporation, set forth the state of its incorporation, and identify the principal officers of said corporation;

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 68 of 123 PageID: 4251

* 1. If it is a partnership, state whether it is a general or limited partnership, and identify each general or limited partner; and
  2. In the case of any other business entity, identify each owner and/or member.

1. To “identify” or “state the identity of” or “to describe” a Document means to state with respect thereto:
   1. The nature or type of the Document (e.g., letter, contract, etc.) and the number of pages or units of which it consists;
   2. Its date, and if it bears no date, the date when it was prepared or received;
   3. Its author, each signatory or Person over whose name it is issued, and each Person who received, approved or commented on it;
   4. All Persons to whom the document was addressed or distributed; and
   5. The general subject matter or content of the Document with sufficient particularity to enable it to be identified.
2. To “identify” or “to describe” an oral Communication means to:
   1. Identify each Person who participated in or was present at the Communication;
   2. State the date of the Communication;
   3. State the place of the Communication;
   4. Set forth the substance of what was said by each Person speaking at or during the Communication; and
   5. State the means or medium through which the Communication was made (e.g., in person, telephone, etc.).
3. “Or” means “or/and”

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 69 of 123 PageID: 4252

1. “Relate to” or “relating to” means consisting of, pertaining to, reflecting, evidencing to and/or having any logical or factual connection with the matter discussed.

**INSTRUCTIONS**

1. For each document or other requested information that you assert is privileged or for any other reason excludable from discovery: (1) state the specific grounds for the claim of privilege or other ground for exclusion, and (2) identify that document or other requested information. For each document, state the date of the document, the name, job title, and address of the person who prepared it; the name, address and job title of the person to whom it was addressed or circulated or who saw it; the name, job title, and address of the person now in possession of the document; and description of the subject matter of the document.
2. For any requested information about a document that no longer exists or cannot be located, identify the document, state how and when it was passed out of existence, or when it could no longer be located, and the reasons for the disappearance. Also, identify each person having knowledge about the disposition or loss, and identify each document evidencing the existence or nonexistence of each document that cannot be located.

**Paragraph**

1. Each paragraph of these discovery requests should be considered independently, and the content or specificity of any particular paragraph should not be construed to limit the scope of any other paragraph.

**Supplementation**

1. These discovery requests are continuing in nature, and the Plaintiffs are hereby instructed to supplement the responses in accordance with the Federal Rules of Civil Procedure.

**Scope**

1. The scope of these discovery requests, unless otherwise stated, extends to all documents of Plaintiffs in its actual or constructive possession that either relate to or came into existence through the date of your response, or supplemental response, and includes, but is not limited to: letters, correspondence, reports, corporate directives, notices, agreements, offers, business records, proposals, communications and memoranda to these Requests. The relevant time period applicable to these Requests is the period beginning from January 1, 2005 until the present date, unless otherwise specified.

**Unavailability of Documents**

1. If any document requested to be produced was, but is no longer in Plaintiffs’ actual or constructive possession or control or is no longer in existence, state whether it is: (a) missing or lost; (b) destroyed; (c) transferred voluntarily or involuntarily to others and if so, to whom; or (d)

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 70 of 123 PageID: 4253

otherwise disposed of, and in each instance explain circumstances surrounding and authorization for each disposition thereof, including any oral or written policies of the Respondent or its agents regarding destruction, transferal, etc., and state the approximate date thereof.

**DOCUMENTS TO BE PRODUCED**

1. True copies of Open Account Statements pertaining to Defendants’ Stores from 2007 to Present.
2. True copies of Maintenance Requests submitted by Defendants’ from 2007 to Present.
3. True copies of Maintenance Contracts pertaining to Defendants’ Store(s), that were in effect from 2007 to Present
4. True copies of Maintenance Records pertaining to Defendants’ Store(s) from 2007 to Present.
5. True copies of all contracts and/or agreement with Mitsui & Co. (U.S.A.), Inc. relating to Defendants’ Store(s), individually or collectively, that was/were in effect from 2007 to Present.
6. True copies of all contracts and/or agreements with McLane Company relating to Defendants’ stores, individually or collectively, that was/were in effect from 2007 to Present.
7. True copies of all contracts and/or agreements with Tyco relating to Defendants’ stores, individually or collectively, that was/were in effect from 2007 to Present.
8. True copies of 7-Eleven Operations Manuals issued by 7-Eleven to New Jersey- based franchisee from 2007 to Present.
9. All copies of documents, reports, memoranda or training manuals referencing franchisees’ role as independent contractors.

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 71 of 123 PageID: 4254

1. All training materials issued to Defendants with regards to the Security System installed in Defendants’ stores.
2. All training materials issued to Defendants with regards to the HVAC Equipment installed in Defendants’ stores.
3. All training materials issued to Defendants with regards to the audio system installed in Defendants’ stores.
4. All training materials issued to Defendants with regard to the television systems installed in Defendants’ stores.
5. All contracts or agreements between 7-Eleven and maintenance and/or facility providers in New Jersey, that were in effect from 2007 to Present.
6. All documents identifying all Recommended Vendors relating to Defendants Stores from in in place between 2007 to Present.
7. All documents reflecting all Bona Fide relating to Defendants Store(s) from in place between 2007 to Present.
8. All documents reflecting the number of Asset Protection Investigators hired by 7-Eleven in 2010.
9. All documents reflecting the number of Asset Protection Investigators hired by 7-Eleven in 2011.
10. All documents reflecting the number of Asset Protection Investigators hired by 7-Eleven in 2012.
11. All documents reflecting the number of Asset Protection Investigators hired by 7-Eleven in 2013.
12. All documents reflecting and setting forth the purpose and/or mission of the 7-

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 72 of 123 PageID: 4255

Eleven Asset Protection/Loss Prevention Department.

1. Any written goals, responsibilities, mission, directives and/or job descriptions for the 7-Eleven Centralized Investigations Teams.
2. Any written goals, responsibilities, mission, directives and/or job descriptions for the 7-Eleven Profit Assurance Team.
3. All documents reflecting the number of stores and/or Franchises that were terminated, taken back and/or revoked by 7-Eleven in New Jersey in 2010.
4. All documents reflecting the number of stores and/or Franchises that were terminated, taken back and/or revoked by 7-Eleven in New Jersey in 2011.
5. All documents reflecting the number of stores and/or Franchises that were terminated, taken back and/or revoked by 7-Eleven in New Jersey in 2012.
6. All documents reflecting the number of stores and/or Franchises that were terminated, taken back and/or revoked by 7-Eleven in New Jersey in 2013.
7. True copies of all internal policies and procedures with respect to quotas related to franchisee audits and/or investigations in 2010.
8. True copies of all internal policies and procedures with respect to quotas related to franchisee audits and/or investigations in 2011.
9. True copies of all internal policies and procedures with respect to quotas related to franchisee audits and/or investigations in 2012.
10. True copies of all internal policies and procedures with respect to quotas related to franchisee audits and/or investigations in 2013.
11. True copies of all documents reflecting 7-Eleven’s Code of Business Conduct in 2010.

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 73 of 123 PageID: 4256

1. True copies of all documents reflecting 7-Eleven’s Code of Business Conduct in 2011.
2. True copies of all documents reflecting 7-Eleven’s Code of Business Conduct in 2012.
3. True copies of all documents reflecting 7-Eleven’s Code of Business Conduct in 2013.
4. True copies of all documents reflecting 7-Eleven’s Code of Business Conduct in 2014.

Dated: August 25, 2014 **MARKS & KLEIN, LLP**

By: \_/s/ Gerald A. Marks, Esq. Gerald A. Marks, Esq.

Evan M. Goldman, Esq. Louis D. Tambaro, Esq.

63 Riverside Avenue

Red Bank, New Jersey 07701 Tel: 732-747-7100

Fax: 732-219-0625

*Attorney for Defendants*

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 74 of 123 PageID: 4257

**CERTIFICATE OF SERVICE**

I hereby certify that on August 25, 2014, I caused the foregoing Defendant’s Fifth Request for Production of Documents directed at Plaintiff to be served via email and U.S. mail upon:

DUANE MORRIS LLP

Stephen I. Sussman Susan Metcalfe

Sheila Raftery Wiggins

1940 Route 70 East, Suite 200 Cherry Hill, New Jersey 08003

ARNOLD & PORTER LLP

James F. Speyer (admitted pro hac vice) John D. Lombardo (admitted pro hac vice) Gabriel N. White (admitted pro hac vice) 777 South Figueroa Street, 44th Floor

Los Angeles, California 90017

*Attorneys for 7-Eleven, Inc.*

WEIR & PARTNERS LLP

Amy Brandt Stephen Angstreich

457 Haddonfield Road, Suite 420 Cherry Hill, New Jersey 08002

*Attorneys for Plaintiffs Sam Younes and Tamer G. Atalla*

Dated: August 25, 2014

By: \_/s/ Gerald A. Marks, Esq. Gerald A. Marks, Esq.

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 75 of 123 PageID: 4258

# EXHIBIT E(6)

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 76 of 123 PageID: 4259

MARKS & KLEIN, LLP

By: Gerald A. Marks

Evan M. Goldman Louis D. Tambaro

63 Riverside Avenue

Red Bank, New Jersey 07701 Telephone: (732) 747-7100

Facsimile: (732) 219-0625 [jerry@marksklein.com](mailto:jerry@marksklein.com) [evan@marksklein.com](mailto:evan@marksklein.com) [louis@marksklein.com](mailto:louis@marksklein.com)

*Attorneys for Defendants Karamjeet Sodhi, Majinder Singh and Karamjit Singh*

**UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY**

|  |  |
| --- | --- |
| 7-ELEVEN, INC.,  Plaintiff,  v.  KARAMJEET SODHI, MANJINDER SINGH, KARAMJIT SINGH and DOES 1  through 50, inclusive, Defendants. | Civil Action No. 1:13-cv-03715-MAS-JS  **DEFENDANTS’ SIXTH REQUEST FOR PRODUCTION OF DOCUMENTS** |

**TO: Stephen Sussman, Esq.**



**DUANE MORRIS LLP**

**1540 Broadway**

**New York, New York 10036**

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure (“Fed. R. Civ. P.”), Defendants hereby demand that Plaintiff 7-Eleven, Inc. (“Plaintiff”) produce and permit Defendants’ Counsel to inspect and copy the documents requested herein in the Fourth Request for Production of Documents. Plaintiff shall serve their responses to these requests and produce such

documents within the time proscribed by the Federal Rules of Civil Procedure, to the offices of

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 77 of 123 PageID: 4260

Marks & Klein, LLP, 63 Riverside Avenue, Red Bank, New Jersey 07701. Further, said responses and document production shall be properly supplemented in accordance with Rule 26.

1. “Store Franchise Agreement” means the Store Franchise Agreement granting Plaintiffs, individually and/or collectively, the right to own and operate a 7-Eleven franchise.
2. “Franchisor” means (a) the 7-Eleven entity or entities responsible for granting franchise rights to franchisees throughout the United States; (b) the 7-Eleven entity or entities governing, managing and/or administering those franchise relationships throughout the United States; and (c) all other Persons over whom the Franchisor maintains control or otherwise relies on to operate the 7-Eleven franchise system throughout the United States. The definition includes the respective agents, employees, affiliates, subsidiaries, representatives, predecessors, successors and assigns of each such Person.
3. “Person” means any natural person and any corporation, partnership, limited liability company, firm, joint venture, sole proprietorship or other legal or business entity of any kind.
4. “FDD” means Franchise Disclosure Document and/or Uniform Franchise Offering Circular and relates solely and exclusively to such documents created and distributed in relation to the sale of 7-Eleven franchises as compared to those created and distributed in relation to some other brand.
5. “United States” includes all fifty states in the United States that 7-Eleven offers franchises for sale.
6. “Defendants” mean Defendants Karamjeet Sodhi, Manjinder Singh and Karamjit Singh, either individually or collectively, in this action.

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 78 of 123 PageID: 4261

1. “Defendants’ Store(s)” mean Defendants Karamjeet Sodhi, Majinder Singh, and Karamjit Singh, either individually or collectively.
2. “You,” “Your,” “Plaintiff” or “7-Eleven” means Plaintiff in this action, along with its agents, employees, representatives, predecessors, successors, and assigns.
3. “And” means “and/or”
4. “Asset Protection” or “Loss Prevention” means the Asset Protection and/or Loss Prevention Department within 7-Eleven tasked with monitoring franchisees for allegations of fraud, misreporting, or any other untort conduct. Upon information and belief, these are company-specific terms.
5. “Communication” means any oral, written, or recorded contact between two or more Persons or from one or more Persons to one or more other Persons, including, without limitation, face-to-face meetings, telephone conversations, correspondences, electronic mail, messages, all Electronic data (as defined below) and recorded messages.
6. “Describe” means give an account of the salient characteristics of the subject asked to be described, including, where applicable, dates and durations of the relevant events, places such events occurred, the names and addresses of all Persons involved in those events and all sources form which the requested information was obtained.
7. “Document(s)” means the original and any non-identical copy (which is different from the original or any copy because of notations thereon or attached thereto or otherwise) or drafts of any written, recorded, printed, typewritten, handwritten, graphic, filmed, or videotaped matter or things, including, without limitation: Electronic Data (as defined below), letters, telegrams, telex, telefax or telecopy reproductions, facsimile, memoranda, reports, studies, diaries (or extracts thereof), minutes, pamphlets, notes, tables, charts, bulletins, calendars,

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 79 of 123 PageID: 4262

tabulations, analyses, forecasts, pro forma projections, appraisals, statistical information accumulations, records of meetings and conversations of any kind, film impressions, photographs, magnetic tape, sound or mechanical reproductions, recordings, proposals, contracts and amendments, offers, counteroffers, drafts of contracts, receipts, telephone records, computer printouts, computer software and computer programs, advertisements, telephone listings, stationary, invoices, bills, purchase orders, regulatory filings, formal or informal board of directors, shareholders or employee meeting minutes or other notes, memoranda, or reports from such meetings (whether or not a quorum was present), employee notices, announcements or disclosures, corporate authorizations, stock quotes, appraisals or forecasts, and financial records of whatsoever kind which are in Your actual or constructive possession, custody or control or known or believed by You to exist or to have existed. Without limitation, as used in this definition, the word Document is to be construed as broadly as is conceivable. A Document is deemed to be or to have been in Your “control” if you now have or have had the right to secure or obtain the Document or a copy thereof on demand from another Person or governmental entity having actual physical possession thereof.

1. “Electronic Data” means any information stored or produced electronically, including, without limitation, electronic mail, word processing documents, computer databases (e.g. payroll, royalty, and advertising fee payments), and electronically stored reports from software applications. Electronic Data includes any such information obtainable from any media including, without limitation: local and networked hard drives, CD-ROMs and floppy disks, personal computers, PDAs, and backup tapes. As used in this definition, the term Electronic Data is to be construed as broadly as is conceivable and shall encompass any: (a) active data (i.e. electronic files that are easily accessible for Your current and future purposes); (b) meta data

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 80 of 123 PageID: 4263

(information about the Document or file that is recorded by the computer to assist the computer and often the user in storing and retrieving the Document or file at a later date); (c) replicant data (data which is automatically created and retained by various systems, including automatic backup files generated by operating systems); (d) backup data (found in backup and archival or legacy data files); and (e) residual data (deleted files and data fragments not yet overwritten) of any kind which are in Your actual or constructive possession, custody or control or known or believed by You to exist or to have existed. Electronic Data is deemed to be or to have been in Your “control” if You now have or have had the right to secure or obtain the document or a copy thereof on demand from another Person or governmental entity having actual physical possession thereof.

1. “Factual Basis” means all information of any kind of which You are aware whether such information is admissible or inadmissible in evidence. A response setting forth the “Factual Basis” shall include the name and address of any such Persons involved, the identification of any Documents involved, the time and date of the described circumstances, the name and address of any witnesses to the circumstances described, and an exhaustive description of the circumstances and factual aspects of the subject of inquiry. All written statements pertaining to the factual basis as defined in this paragraph must be identified in your response.
2. To “identify,” or “state the identity of” or “to describe” a Person, if that Person is a natural Person, means to state:
   1. His or her name and all other names by which he or she is known;
   2. His or her present or last known resident address and telephone number;
   3. His or her present or last known business address and telephone number; and
   4. His or her present or last known occupation, position, and business affiliation.

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 81 of 123 PageID: 4264

1. To “identify,” or “state the identity of” or “to describe” a Person, if that Person is not a natural Person, means to:
   1. State its full name and specify its nature (e.g., corporation, partnership, limited liability company, etc.);
   2. Set forth the general nature of its business (e.g., products manufactured or sold, services rendered, etc.);
   3. State its present or last known principal business address, identified as such, and such other of its business addresses as are known to You;
   4. If it is a corporation, set forth the state of its incorporation, and identify the principal officers of said corporation;
   5. If it is a partnership, state whether it is a general or limited partnership, and identify each general or limited partner; and
   6. In the case of any other business entity, identify each owner and/or member.
2. To “identify” or “state the identity of” or “to describe” a Document means to state with respect thereto:
   1. The nature or type of the Document (e.g., letter, contract, etc.) and the number of pages or units of which it consists;
   2. Its date, and if it bears no date, the date when it was prepared or received;
   3. Its author, each signatory or Person over whose name it is issued, and each Person who received, approved or commented on it;
   4. All Persons to whom the document was addressed or distributed; and
   5. The general subject matter or content of the Document with sufficient particularity to enable it to be identified.

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 82 of 123 PageID: 4265

1. To “identify” or “to describe” an oral Communication means to:
   1. Identify each Person who participated in or was present at the Communication;
   2. State the date of the Communication;
   3. State the place of the Communication;
   4. Set forth the substance of what was said by each Person speaking at or during the Communication; and
   5. State the means or medium through which the Communication was made (e.g., in person, telephone, etc.).
2. “Or” means “or/and”
3. “Relate to” or “relating to” means consisting of, pertaining to, reflecting, evidencing to and/or having any logical or factual connection with the matter discussed.

**INSTRUCTIONS**

1. For each document or other requested information that you assert is privileged or for any other reason excludable from discovery: (1) state the specific grounds for the claim of privilege or other ground for exclusion, and (2) identify that document or other requested information. For each document, state the date of the document, the name, job title, and address of the person who prepared it; the name, address and job title of the person to whom it was addressed or circulated or who saw it; the name, job title, and address of the person now in possession of the document; and description of the subject matter of the document.
2. For any requested information about a document that no longer exists or cannot be located, identify the document, state how and when it was passed out of existence, or when it could no longer be located, and the reasons for the disappearance. Also, identify each person having knowledge about the disposition or loss, and identify each document evidencing the existence or nonexistence of each document that cannot be located.

**Paragraph**

1. Each paragraph of these discovery requests should be considered independently, and the content or specificity of any particular paragraph should not be construed to limit the scope of any other paragraph.

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 83 of 123 PageID: 4266

**Supplementation**

1. These discovery requests are continuing in nature, and the Plaintiffs are hereby instructed to supplement the responses in accordance with the Federal Rules of Civil Procedure.

**Scope**

1. The scope of these discovery requests, unless otherwise stated, extends to all documents of Plaintiffs in its actual or constructive possession that either relate to or came into existence through the date of your response, or supplemental response, and includes, but is not limited to: letters, correspondence, reports, corporate directives, notices, agreements, offers, business records, proposals, communications and memoranda to these Requests. The relevant time period applicable to these Requests is the period beginning from January 1, 2005 until the present date, unless otherwise specified.

**Unavailability of Documents**

1. If any document requested to be produced was, but is no longer in Plaintiffs’ actual or constructive possession or control or is no longer in existence, state whether it is: (a) missing or lost; (b) destroyed; (c) transferred voluntarily or involuntarily to others and if so, to whom; or (d) otherwise disposed of, and in each instance explain circumstances surrounding and authorization for each disposition thereof, including any oral or written policies of the Respondent or its agents regarding destruction, transferal, etc., and state the approximate date thereof.

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 84 of 123 PageID: 4267

**DOCUMENTS TO BE PRODUCED**

1. True copy of a complete list of all present and/or former 7-Eleven representatives that created or prepared the document entitled “7-Eleven Senior Leadership Commitment” PowerPoint presentation, which has been produced by 7-Eleven as SEI0178168 through SEI0178194.
2. True copies of any and all internal Memoranda exchanged or created by 7 - Eleven personnel in connection to the changes in the Asset Protection Team’s relationship with Senior Leadership members referenced in the “7-Eleven Senior Leadership Commitment” PowerPoint presentation.
3. True copy of any and all documents evidencing the date of the creation of the document entitled “7-Eleven Senior Leadership Commitment” PowerPoint presentation, produced by 7-Eleven as SEI0178168 through SEI0178194.
4. True copies of any and all written communications, including but not limited to electronic mail (“e-mail”) sent or received by any 7-Eleven representative(s) pertaining to the creation or use of the document entitled “7-Eleven Senior Leadership Commitment” PowerPoint presentation, produced by 7-Eleven as SEI0178168 through SEI0178194.
5. True copies of any and all e-mail correspondence and/or any other written communications sent to or received by the following individuals with respect to the document entitled “7-Eleven Senior Leadership Commitment” PowerPoint presentation, produced by 7-Eleven as SEI0178168 through SEI0178194:
6. Mark Stinde;
7. Darren Rebelez;
8. James Passarella; and,

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 85 of 123 PageID: 4268

1. Joe DePinto.
2. True copies of any and all prior drafts of the “7-Eleven Senior Leadership Commitment” PowerPoint presentation, produced by 7-Eleven as SEI0178168 through SEI0178194.
3. True copies of any and all Internal Memoranda exchanged between 7-Eleven representatives regarding the creation of the “7-Eleven Senior Leadership Commitment” PowerPoint presentation, produced by 7-Eleven as SEI0178168 through SEI0178194.
4. True copies of any and all documents evidencing any changes, comments, modifications or additions to the “7-Eleven Senior Leadership Commitment” PowerPoint presentation, produced by 7-Eleven as SEI0178168 through SEI0178194;
5. True copies of any and all e-mail correspondence attaching copies of the 7- Eleven Senior Leadership Commitment” PowerPoint presentation, produced by 7 -Eleven as SEI0178168 through SEI0178194.
6. True copies of any and all documents related to the table with the words “Current State” and “Future State” in the document Bates Labelled Document SEI0178168.
7. A true copy of the entire minutes of the 7-Eleven “AP Meeting in Dallas” that is referenced in the document “Next Steps (0-30 days)” Bates Labelled SEI0178169.
8. True copies of the minutes of any and all subsequent 7-Eleven meetings held to discuss the plans contained in the “7-Eleven Senior Leadership Commitment” PowerPoint held after the “AP Meeting in Dallas” that is referenced in the document “Next Steps (0-30 Days”) and a list of any and all 7-Eleven representatives who attended each such meeting.
9. True copies of any and all communications sent or received by 7-Eleven representatives in connection with the goals to “better communicate with Senior Leadership”

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 86 of 123 PageID: 4269

contained in the “7-Eleven Senior Leadership Commitment” PowerPoint.

1. All Meta-data pertaining to SEI178168 through SEI0178194 showing: (a) the dates of origination of each document and subsequent date of modification and (2) names of all parties involved in the creation or modification of these documents.

Dated: January 20, 2015 **MARKS & KLEIN, LLP**

By: \_/s/ Gerald A. Marks, Esq. Gerald A. Marks, Esq.

Evan M. Goldman, Esq. Louis D. Tambaro, Esq. 63 Riverside Avenue

Red Bank, New Jersey 07701 Tel: 732-747-7100

Fax: 732-219-0625

*Attorney for Defendants*

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 87 of 123 PageID: 4270

**CERTIFICATE OF SERVICE**

I hereby certify that on January 20, 2015, I caused the foregoing Defendant’s Sixth Request for Production of Documents directed at Plaintiff to be served via email and U.S. mail upon:

DUANE MORRIS LLP

Stephen I. Sussman Susan Metcalfe

Sheila Raftery Wiggins

1940 Route 70 East, Suite 200 Cherry Hill, New Jersey 08003

ARNOLD & PORTER LLP

James F. Speyer (admitted pro hac vice) John D. Lombardo (admitted pro hac vice) Gabriel N. White (admitted pro hac vice) 777 South Figueroa Street, 44th Floor

Los Angeles, California 90017

*Attorneys for 7-Eleven, Inc.*

WEIR & PARTNERS LLP

Amy Brandt Stephen Angstreich

457 Haddonfield Road, Suite 420 Cherry Hill, New Jersey 08002

*Attorneys for Plaintiffs Sam Younes and Tamer G. Atalla*

Dated: January 20, 2015

By: \_/s/ Gerald A. Marks, Esq. Gerald A. Marks, Esq.

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 88 of 123 PageID: 4271

# EXHIBIT E(7)

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 89 of 123 PageID: 4272

**UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY**

|  |  |
| --- | --- |
| NEIL NAIK, HEMANG PATEL, JAYESH PATEL, KALPANA B. PATEL, AND JOHN DOES 1-200,  Plaintiffs,  v.  7-ELEVEN, INC., a wholly owned subsidiary of SEVEN-ELEVEN JAPAN CO., LTD., a wholly owned subsidiary of SEVEN AND I HOLDINGS CO., LTD,  Defendants. | Civil Action No. 1:13-cv-04578-RMB-JS  **PLAINTIFFS’ REQUESTS FOR PRODUCTION OF DOCUMENTS TO DEFENDANT 7-ELEVEN, INC.** |

TO: Matthew D. Grant, Esq.

Andrea I. Greenblatt-Harrison, Esq. ARNOLD & PORTER, LLP

399 Park Avenue

New York, New York 10022

Susan V. Metcalfe, Esq. Stephen I. Sussman, Esq. DUANE MORRIS LLP

1540 Broadway

New York, New York 10036

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure (“FED. R. CIV. P.”), Plaintiffs Neil Naik, Hemang Patel, Jayesh Patel and Kalpana B. Patel (collectively, “Plaintiffs”) hereby request that Defendant 7-Eleven, Inc. produce and permit Plaintiffs’ Counsel to inspect and copy the documents requested herein. Defendants shall serve their responses to these requests and produce such documents by April 16, 2014, pursuant to the applicable Federal Rules of Civil Procedure, to the offices of Marks & Klein, LLP, 63 Riverside Avenue, Red Bank,

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 90 of 123 PageID: 4273

New Jersey 07701. Further, said responses and document production shall be properly supplemented in accordance with Rule 26.

**DEFINITIONS**

As used in these Requests, each of the following terms has the specific meaning set forth

below:

1. “Store Franchise Agreement” means the Store Franchise Agreement granting Plaintiffs, individually and/or collectively, the right to own and operate a 7-Eleven franchise.
2. “Franchisor” means (a) the 7-Eleven entity or entities responsible for granting franchise rights to franchisees throughout the United States; (b) the 7-Eleven entity or entities governing, managing and/or administering those franchise relationships throughout the United States; and (c) all other Persons over whom the Franchisor maintains control or otherwise relies on to operate the 7-Eleven franchise system throughout the United States. The definition includes the respective agents, employees, affiliates, subsidiaries, representatives, predecessors, successors and assigns of each such Person.
3. “Person” means any natural person and any corporation, partnership, limited liability company, firm, joint venture, sole proprietorship or other legal or business entity of any kind.
4. “FDD” means Franchise Disclosure Document and/or Uniform Franchise Offering Circular and relates solely and exclusively to such documents created and distributed in relation to the sale of 7-Eleven franchises as compared to those created and distributed in relation to some other brand.
5. “United States” includes all fifty states in the United States that 7-Eleven offers franchises for sale.

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 91 of 123 PageID: 4274

1. “Plaintiffs” mean Plaintiffs Neil Naik, Hemang Patel, Jayesh Patel and/or Kalpana

B. Patel, either individually or collectively, in this action.

1. “Plaintiff’s Store(s)” mean Plaintiffs Neil Naik, Hemang Patel, Jayesh Patel and/or Kalpana B. Patel’s stores, either individually or collectively.
2. “You,” “Your,” “Defendant” or “7-Eleven” collectively means Defendant in this action, along with its agents, employees, representatives, predecessors, successors, and assigns.
3. “Second Amended Complaint” means the Second Amended Complaint filed by Plaintiffs on or about January 30, 2014, Civil No. 1:13-cv-04578-RMB-JS.
4. “And” means “and/or”
5. “Operations Manual” or “Operations Manuals” mean any manuals disseminated to franchisees, including Plaintiffs, by 7-Eleven.
6. “Accounting Department” means the department within 7-Eleven that deals with, or has control over, franchisees’ accounting.
7. “Audit” or “Audits” mean a physical count of the Inventory, pursuant to 7- Eleven’s normal procedures.
8. “Maintenance Contracts” means contracts that Plaintiffs were required to obtain pursuant to the Store Franchise Agreement.
9. “Open Account” means an account that 7-Eleven agreed to establish and maintain for Plaintiffs as part of the Bookkeeping Records.
10. “Notice of Breach” or “Notices of Breach” mean letters and/or notices sent to Plaintiffs regarding Plaintiffs’ alleged deficiencies.
11. “Notice of Termination” or “Notices of Termination” mean letters and/or notices sent to Plaintiffs regarding Plaintiff’s alleged deficiencies.

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 92 of 123 PageID: 4275

1. “Notice of Material Breach” or “Notices of Material Breach” mean letters and/or notices sent to Plaintiffs regarding Plaintiff’s alleged deficiencies.
2. “LON” or “LONs” mean Letter(s) of Notification sent to Plaintiffs.
3. “Form 48A” or “Form 48As” mean financial summaries identified by the description “RODID: 48A.”
4. “Lease Agreement” or “Lease Agreements” mean any written agreement in which the owner of certain property allowed 7-Eleven to use said property for the purpose of operating one of Plaintiffs’ Stores, individually and/or collectively.
5. “Permanent File” means the entire file of documents (Electronic Data and/or hard copy) kept by 7-Eleven with relation to Plaintiffs.
6. “Initial Disclosures” means Defendant’s Initial Disclosures, dated February 28, 2014, which were served upon Plaintiffs.
7. “HVAC Equipment” means the heating, ventilation and air conditioning unit and related equipment, duct work, filters and refrigerant gas for the air conditioning unit, but does not include water heaters, equipment and refrigerant gases for refrigerated vaults and cases, and other equipment used in connection with the sale of inventory from the Plaintiffs’ Stores, individually and/or collectively.
8. “Recommended Vendor” or “Recommended Vendors” are those Bona Fide Suppliers described in Paragraph 15(h) of the Store Franchise Agreement and which are listed on the 7-Eleven Intranet.
9. “Bona Fide Supplier” or “Bon Fide Suppliers” means persons or entities regularly conducting the business of supplying or distributing merchandise, supplies or services to retail businesses and performing all of the functions normally associated with such activities.

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 93 of 123 PageID: 4276

1. “Security Equipment” means the surveillance and/or security system installed by 7-Eleven and/or its affiliates to conduct surveillance of franchisees, franchisees’ employees and/or franchisees’ customers. This definition shall include, but not be limited to, the following systems: SecureTM, ClickIt and/or APIS.
2. “Operations Manuals” means the support guide containing, among other things, required operating standards and procedures for compliance with the 7-Eleven System and 7- Eleven Image (as those terms are defined in the Store Franchise Agreement).
3. “7-Eleven’s Accounting Department” means the department within Defendant 7- Eleven, Inc. that deals with, or has control over, franchisees’ accounting.
4. “Audits” means a physical count of the Inventory, Receipts, Cash Register Fund, cash, bank drafts, and supplies of items for which Plaintiffs, indivudally and/or collectively, earn a commission, pursuant to 7-Eleven’s normal procedures.
5. “Profit Assurance Team” means the 7-Eleven department and/or team in charge of covert mobile surveillance of franchsiees. Upon information and belief, “Profit Assurance Team” was a term coined by Mark Stinde, a 7-Eleven employee.
6. “Centralized Investigations Team” means the team and/or department within 7- Eleven tasked with investigating franchisee and facilitating the take back of franchisees’ stores (commonly referred to as “Take-Backs.”
7. “Asset Protection/Loss Prevention Department” means the Asset Protection and/or Loss Prevention Department within 7-Eleven tasked with monitoring franchisees for allegations of fraud, misreporting, or any other untort conduct. Upon information and belief, these are company-specific terms.

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 94 of 123 PageID: 4277

1. “Asset Protection Investigators” means those individuals within the Asset Protection/Loss Prevention Department tasked with conducting investigations of Franchisees.
2. “7-Eleven’s Code of Business Conduct” means the Code of Conduct referenced in various job posting on 7-Eleven’s Careers website.
3. “McLane Company” means McLane Company, Inc., a supply chain services company, with whom 7-Eleven and/or its franchisees contract. The definition includes the respective agents, employees, affiliates, subsidiaries, representatives, predecessors, successors and assigns of McLane Company.
4. “Mitsui & Co. (U.S.A.), Inc.” means Mitsui & Co. (U.S.A.), Inc., the company that provides demand chain service, and with whom 7-Eleven and/or its franchisees contract. The definition includes the respective agents, employees, affiliates, subsidiaries, representatives, predecessors, successors and assigns of Mitsui & Co. (U.S.A.), Inc.
5. “Tyco” means Tyco International Ltd., the outside service provider used by 7- Eleven, Inc. to monitor and/or control the Surveillance Equipment. The definition includes the respective agents, employees, affiliates, subsidiaries, representatives, predecessors, successors and assigns of Tyco International Ltd.
6. “Maintenance Records” means all records relating and/or pertaining to maintenance requested by Plaintiffs, either individually and/or collectively, which was or was not completed by 7-Eleven and/or a third-party vendor retained by 7-Eleven. The definition includes the respective agents, employees, affiliates, subsidiaries, representatives, predecessors, successors and assigns of 7-Eleven, Inc.
7. “Maintenance Requests” means means all records relating and/or pertaining to maintenance requested by Plaintiffs, either individually and/or collectively. The definition

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 95 of 123 PageID: 4278

includes the respective agents, employees, affiliates, subsidiaries, representatives, predecessors, successors and assigns of 7-Eleven, Inc.

1. “Communication” means any oral, written, or recorded contact between two or more Persons or from one or more Persons to one or more other Persons, including, without limitation, face-to-face meetings, telephone conversations, correspondences, electronic mail, messages, all Electronic data (as defined below) and recorded messages.
2. “Describe” means give an account of the salient characteristics of the subject asked to be described, including, where applicable, dates and durations of the relevant events, places such events occurred, the names and addresses of all Persons involved in those events and all sources form which the requested information was obtained.
3. “Document(s)” means the original and any non-identical copy (which is different from the original or any copy because of notations thereon or attached thereto or otherwise) or drafts of any written, recorded, printed, typewritten, handwritten, graphic, filmed, or videotaped matter or things, including, without limitation: Electronic Data (as defined below), letters, telegrams, telex, telefax or telecopy reproductions, facsimile, memoranda, reports, studies, diaries (or extracts thereof), minutes, pamphlets, notes, tables, charts, bulletins, calendars, tabulations, analyses, forecasts, pro forma projections, appraisals, statistical information accumulations, records of meetings and conversations of any kind, film impressions, photographs, magnetic tape, sound or mechanical reproductions, recordings, proposals, contracts and amendments, offers, counteroffers, drafts of contracts, receipts, telephone records, computer printouts, computer software and computer programs, advertisements, telephone listings, stationary, invoices, bills, purchase orders, regulatory filings, formal or informal board of directors, shareholders or employee meeting minutes or other notes, memoranda, or reports from

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 96 of 123 PageID: 4279

such meetings (whether or not a quorum was present), employee notices, announcements or disclosures, corporate authorizations, stock quotes, appraisals or forecasts, and financial records of whatsoever kind which are in Your actual or constructive possession, custody or control or known or believed by You to exist or to have existed. Without limitation, as used in this definition, the word Document is to be construed as broadly as is conceivable. A Document is deemed to be or to have been in Your “control” if you now have or have had the right to secure or obtain the Document or a copy thereof on demand from another Person or governmental entity having actual physical possession thereof.

1. “Electronic Data” means any information stored or produced electronically, including, without limitation, electronic mail, word processing documents, computer databases (e.g. payroll, royalty, and advertising fee payments), and electronically stored reports from software applications. Electronic Data includes any such information obtainable from any media including, without limitation: local and networked hard drives, CD-ROMs and floppy disks, personal computers, PDAs, and backup tapes. As used in this definition, the term Electronic Data is to be construed as broadly as is conceivable and shall encompass any: (a) active data (i.e. electronic files that are easily accessible for Your current and future purposes); (b) meta data (information about the Document or file that is recorded by the computer to assist the computer and often the user in storing and retrieving the Document or file at a later date); (c) replicant data (data which is automatically created and retained by various systems, including automatic backup files generated by operating systems); (d) backup data (found in backup and archival or legacy data files); and (e) residual data (deleted files and data fragments not yet overwritten) of any kind which are in Your actual or constructive possession, custody or control or known or believed by You to exist or to have existed. Electronic Data is deemed to be or to have been in

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 97 of 123 PageID: 4280

Your “control” if You now have or have had the right to secure or obtain the document or a copy thereof on demand from another Person or governmental entity having actual physical possession thereof.

1. “Factual Basis” means all information of any kind of which You are aware whether such information is admissible or inadmissible in evidence. A response setting forth the “Factual Basis” shall include the name and address of any such Persons involved, the identification of any Documents involved, the time and date of the described circumstances, the name and address of any witnesses to the circumstances described, and an exhaustive description of the circumstances and factual aspects of the subject of inquiry. All written statements pertaining to the factual basis as defined in this paragraph must be identified in your response.
2. To “identify,” or “state the identity of” or “to describe” a Person, if that Person is a natural Person, means to state:
   1. His or her name and all other names by which he or she is known;
   2. His or her present or last known resident address and telephone number;
   3. His or her present or last known business address and telephone number; and
   4. His or her present or last known occupation, position, and business affiliation.
3. To “identify,” or “state the identity of” or “to describe” a Person, if that Person is not a natural Person, means to:
   1. State its full name and specify its nature (e.g., corporation, partnership, limited liability company, etc.);
   2. Set forth the general nature of its business (e.g., products manufactured or sold, services rendered, etc.);

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 98 of 123 PageID: 4281

* 1. State its present or last known principal business address, identified as such, and such other of its business addresses as are known to You;
  2. If it is a corporation, set forth the state of its incorporation, and identify the principal officers of said corporation;
  3. If it is a partnership, state whether it is a general or limited partnership, and identify each general or limited partner; and
  4. In the case of any other business entity, identify each owner and/or member.

1. To “identify” or “state the identity of” or “to describe” a Document means to state with respect thereto:
   1. The nature or type of the Document (e.g., letter, contract, etc.) and the number of pages or units of which it consists;
   2. Its date, and if it bears no date, the date when it was prepared or received;
   3. Its author, each signatory or Person over whose name it is issued, and each Person who received, approved or commented on it;
   4. All Persons to whom the document was addressed or distributed; and
   5. The general subject matter or content of the Document with sufficient particularity to enable it to be identified.
2. To “identify” or “to describe” an oral Communication means to:
   1. Identify each Person who participated in or was present at the Communication;
   2. State the date of the Communication;
   3. State the place of the Communication;
   4. Set forth the substance of what was said by each Person speaking at or during the Communication; and

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 99 of 123 PageID: 4282

* 1. State the means or medium through which the Communication was made (e.g., in person, telephone, etc.).

1. “Or” means “or/and”
2. “Relate to” or “relating to” means consisting of, pertaining to, reflecting, evidencing to and/or having any logical or factual connection with the matter discussed.

**INSTRUCTIONS**

1. For each document or other requested information that you assert is privileged or for any other reason excludable from discovery: (1) state the specific grounds for the claim of privilege or other ground for exclusion, and (2) identify that document or other requested information. For each document, state the date of the document, the name, job title, and address of the person who prepared it; the name, address and job title of the person to whom it was addressed or circulated or who saw it; the name, job title, and address of the person now in possession of the document; and description of the subject matter of the document.
2. For any requested information about a document that no longer exists or cannot be located, identify the document, state how and when it was passed out of existence, or when it could no longer be located, and the reasons for the disappearance. Also, identify each person having knowledge about the disposition or loss, and identify each document evidencing the existence or nonexistence of each document that cannot be located.

**Paragraph**

1. Each paragraph of these discovery requests should be considered independently, and the content or specificity of any particular paragraph should not be construed to limit the scope of any other paragraph.

**Supplementation**

1. These discovery requests are continuing in nature, and the Plaintiffs are hereby instructed to supplement the responses in accordance with the Federal Rules of Civil Procedure.

**Scope**

1. The scope of these discovery requests, unless otherwise stated, extends to all documents of Plaintiffs in its actual or constructive possession that either relate to or came into existence through the date of your response, or supplemental response, and includes, but is not limited to: letters, correspondence, reports, corporate directives, notices, agreements, offers, business records, proposals, communications and memoranda to these Requests. The relevant time period applicable to these Requests is the period beginning from January 1, 2005 until the present date, unless otherwise specified.

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 100 of 123 PageID: 4283

**Unavailability of Documents**

1. If any document requested to be produced was, but is no longer in Plaintiffs’ actual or constructive possession or control or is no longer in existence, state whether it is: (a) missing or lost; (b) destroyed; (c) transferred voluntarily or involuntarily to others and if so, to whom; or (d) otherwise disposed of, and in each instance explain circumstances surrounding and authorization for each disposition thereof, including any oral or written policies of the Respondent or its agents regarding destruction, transferral, etc., and state the approximate date thereof.

**DOCUMENTS TO BE PRODUCED**

1. Any and all documents which may or will be used or relied upon by Defendant as an exhibit at trial or any evidentiary hearing in this matter.
2. Any and all documents referenced in Defendant’s Initial Disclosures.
3. True copies of Store Franchise Agreement(s) executed between Plaintiff Neil Naik and Defendant.
4. True copies of Store Franchise Agreement(s) executed between Plaintiff Hemang Patel and Defendant.
5. True copies of Store Franchise Agreement(s) executed between Plaintiff Jayesh Patel and Defendant.
6. True copies of Store Franchise Agreement(s) executed between Plaintiff Kalpana

B. Patel and Defendant.

1. True copies of documents pertaining to Plaintiff Neil Naik’s Store(s), including, but not limited to, 7- Eleven’s Permanent File, from July 2010 to Present.
2. True copies of documents pertaining to Plaintiff Hemang Patel’s Store(s), including, but not limited to, 7- Eleven’s Permanent File, from July 2010 to Present.
3. True copies of documents pertaining to Plaintiff Jayesh Patel’s Store(s), including, but not limited to, 7- Eleven’s Permanent File, from July 2010 to Present.

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 101 of 123 PageID: 4284

1. True copies of documents pertaining to Plaintiff Kalpana B. Patel’s Store(s), including, but not limited to, 7- Eleven’s Permanent File, from July 2010 to Present.
2. True copies of Lease Agreements pertaining to Plaintiff Neil Naik’s Store(s) between July 2010 and Present.
3. True copies of Lease Agreements pertaining to Plaintiff Hemang Patel’s Store(s) between July 2010 and Present.
4. True copies of Lease Agreements pertaining to Plaintiff Jayesh Patel’s Store(s) between July 2010 and Present.
5. True copies of Lease Agreements pertaining to Plaintiff Kalpana B. Patel’s Store(s) between July 2010 and Present.
6. True copies of financial statements, financial reports, accounting and/or profit and loss statements pertaining to Plaintiff Neil Naik’s Store(s) from July 2010 to Present.
7. True copies of financial statements, financial reports, accounting and/or profit and loss statements pertaining to Plaintiff Hemang Patel’s Store(s) from July 2010 to Present.
8. True copies of financial statements, financial reports, accounting and/or profit and loss statements pertaining to Plaintiff Jayesh Patel’s Store(s) from July 2010 to Present.
9. True copies of financial statements, financial reports, accounting and/or profit and loss statements pertaining to Plaintiff Kalpana B. Patel’s Store(s) from July 2010 to Present.
10. True copies of 7-Eleven Form 48As for Plaintiff Neil Neik’s Store(s) from July 2010 to Present.
11. True copies of 7-Eleven Form 48As for Plaintiff Hemang Patel’s Store(s) from July 2010 to Present.

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 102 of 123 PageID: 4285

1. True copies of 7-Eleven Form 48As for Plaintiff JayeshPatel’s Store(s) from July 2010 to Present.
2. True copies of 7-Eleven Form 48As for Plaintiff Kalpana B. Patel’s Store(s) from July 2010 to Present.
3. True copies of Notices of Breach, Notices of Termination, Notices of Material Breach or LONs sent to or relayed to Plaintiff Neil Naik and proof(s) of service.
4. True copies of Notices of Breach, Notices of Termination, Notices of Material Breach or LONs sent to or relayed to Plaintiff Hemang Patel and proof(s) of service.
5. True copies of Notices of Breach, Notices of Termination, Notices of Material Breach or LONs sent to or relayed to Plaintiff Jayesh Patel and proof(s) of service.
6. True copies of Notices of Breach, Notices of Termination, Notices of Material Breach or LONs sent to or relayed to Plaintiff Kalpana B. Patel and proof(s) of service.
7. True copies of any purported video surveillance taken from and/or removed from Plaintiff Neil Naik’s Store(s).
8. True copies of any purported video surveillance taken from and/or removed from Plaintiff Hemang Patel’s Store(s).
9. True copies of any purported video surveillance taken from and/or removed from Plaintiff Jayesh Patel’s Store(s).
10. True copies of any purported video surveillance taken from and/or removed from Plaintiff Kalpana B. Patel’s Store(s).
11. True copies of Open Account statements pertaining to Plaintiff Neil Naik’s Store(s) from July 2010 to Present.

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 103 of 123 PageID: 4286

1. True copies of Open Account statements pertaining to Plaintiff Hemang Patel’s Store(s) from July 2010 to Present.
2. True copies of Open Account statements pertaining to Plaintiff Jayesh Patel’s Store(s) from July 2010 to Present.
3. True copies of Open Account statements pertaining to Plaintiff Kalpana B. Patel’s Store(s) from July 2010 to Present.
4. True copies of Maintenance Requests submitted by Plaintiff Neil Naik from July 2010 to Present.
5. True copies of Maintenance Requests submitted by Plaintiff Hemang Patel from July 2010 to Present.
6. True copies of Maintenance Requests submitted by Plaintiff Jayesh Patel from July 2010 to Present.
7. True copies of Maintenance Requests submitted by Plaintiff Kalpana B. Patel from July 2010 to Present.
8. True copies of Maintenance Records pertaining to Plaintiff Neil Naik’s Store(s) from July 2010 to Present.
9. True copies of Maintenance Records pertaining to Plaintiff Hemang Patel’s Store(s) from July 2010 to Present.
10. True copies of Maintenance Records pertaining to Plaintiff Jayesh Patel’s Store(s) from July 2010 to Present.
11. True copies of Maintenance Records pertaining to Plaintiff Kalpana B. Patel’s Store(s) from July 2010 to Present.

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 104 of 123 PageID: 4287

1. True copies of Maintenance Contracts pertaining to Plaintiff Neil Naik’s Store(s), that were in effect from July 2010 to Present.
2. True copies of Maintenance Contracts pertaining to Plaintiff Hemang Patel’s Store(s), that were in effect from July 2010 to Present.
3. True copies of Maintenance Contracts pertaining to Plaintiff Jayesh Patel’s Store(s), that were in effect from July 2010 to Present.
4. True copies of Maintenance Contracts pertaining to Plaintiff Kalpana B. Patel’s Store(s), that were in effect from July 2010 to Present.
5. True copies of all contracts and/or agreements with Mitsui & Co. (U.S.A.), Inc. relating to Plaintiffs’ stores, individually or collectively, that was/were in effect from July 2010 to Present.
6. True copies of all contracts and/or agreements with McLane Company relating to Plaintiffs’ stores, individually or collectively, that was/were in effect from July 2010 to Present.
7. True copies of all contracts and/or agreements with Tyco relating to Plaintiffs’ stores, individually or collectively, that was/were in effect from July 2010 to Present.
8. True copies of training materials issued to 7-Eleven employees and/or independent contractors working on 7-Eleven’s behalf, between July 2010 and Present, relating to Plaintiffs’ stores, individually or collectively.
9. True copies of documents that You contend constitute admissions by any party to this action.
10. True copies of documents that You contend constitute declarations against interest by any party to this matter.

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 105 of 123 PageID: 4288

1. True copies of the written results of any and all Audits conducted by Defendant pertaining to Plaintiff Neil Naik’s Store(s), including any internal memorandum, from July 2010 to Present.
2. True copies of the written results of any and all Audits conducted by Defendant pertaining to Plaintiff Hemang Patel’s Store(s), including any internal memorandum, from July 2010 to Present.
3. True copies of the written results of any and all Audits conducted by Defendant pertaining to Plaintiff Jayesh Patel’s Store(s), including any internal memorandum, from July 2010 to Present.
4. True copies of the written results of any and all Audits conducted by Defendant pertaining to Plaintiff Kalpana B. Patel’s Store(s), including any internal memorandum, from July 2010 to Present.
5. True copies of records retained by 7-Eleven’s Accounting Department with regards to Plaintiff Neil Naik’s Store(s).
6. True copies of records retained by 7-Eleven’s Accounting Department with regards to Plaintiff Hemang Patel’s Store(s).
7. True copies of records retained by 7-Eleven’s Accounting Department with regards to Plaintiff Jayesh Patel’s Store(s).
8. True copies of records retained by 7-Eleven’s Accounting Department with regards to Plaintiff Kalpana B. Patel’s Store(s).
9. True copies of Maintenance Contracts pertaining to Plaintiff Neil Naik’s Store(s), which were in effect from July 2010 to Present.

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 106 of 123 PageID: 4289

1. True copies of Maintenance Contracts pertaining to Plaintiff Hemang Patel’s Store(s), which were in effect from July 2010 to Present.
2. True copies of Maintenance Contracts pertaining to Plaintiff Jayesh Patel’s Store(s), which were in effect from July 2010 to Present.
3. True copies of Maintenance Contracts pertaining to Plaintiff Kalpana B. Patel’s Store(s), which were in effect from July 2010 to Present.
4. True copies of documents which you have provided to any expert who may be called to testify on Your behalf at trial in this matter.
5. True copies of documents received, including but not limited to, reports, from any person who may or will be called as an expert witness at trial or any evidentiary hearing.
6. True copies of 7-Eleven FDDs issued between July 2010 and Present, including all red-line drafts.
7. True copies of 7-Eleven Operations Manuals issued by 7-Eleven to New Jersey- based franchisee from July 2010 to Present.
8. True copies of photographs and/or videotapes which refer or relate to the matters alleged in the Second Amended Complaint.
9. True copies of documents, reports or other records which relate to or which You contend relate to the matters alleged in the Second Amended Complaint that have been obtained from any party to this action or its agents, employers, representatives or attorneys.
10. True copies of Communication(s) between Plaintiff Neil Naik and Defendant 7- Eleven from July 2010 to Present.
11. True copies of Communication(s) between Plaintiff Hemang Patel and Defendant 7-Eleven from July 2010 to Present.

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 107 of 123 PageID: 4290

1. True copies of Communication(s) between Plaintiff Jayesh Patel and Defendant 7- Eleven from July 2010 to Present.
2. True copies of Communication(s) between Plaintiff Kalpana B. Patel and Defendant 7-Eleven from July 2010 to Present.
3. True copies of all training documents regarding Your employees’ communcations with current franchisees.
4. True copies of written or recorded statements from any party to this action pertaining to the matters alleged in the Second Amended Complaint.
5. True copies of written or recorded statements of any person(s) which relate to or which You contend relate to the matters alleged in the Second Amended Complaint.
6. True copies of documents, reports, or other records which relate or which You contend relate to the matters alleged in the Second Amended Complaint.
7. All copies of documents, reports, memoranda or training manuals referencing franchisees’ role as independent contractors.
8. All training materials issued to Plaintiffs, individually or collectively, with regards to the Security System installed in Plaintiffs’ stores.
9. All training materials issued to Plaintiffs, individually or collectively, with regards to the HVAC Equipment installed in Plaintiffs’ stores.
10. All training materials issued to Plaintiffs, individually or collectively, with regards to the audio system installed in Plaintiffs’ stores.
11. All training materials issued to Plaintiffs, individually or collectively, with regards to the television system installed in Plaintiffs’ stores.

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 108 of 123 PageID: 4291

1. All contracts or agreements between 7-Eleven and maintenance and/or facility providers in New Jersey, that were in effect from July 2010 to Present.
2. All training manuals issued by You regarding reports or allegations of miscalculations on financial statements and/or reports and/or Form 48As.
3. All training manuals issued by You to Your employees regarding interacting with franchisees.
4. All contracts and/or agreements with Recommended Vendors relating to Plaintiff Neil Naik’s Store(s) from in place between July 2010 and Present.
5. All contracts and/or agreements with Recommended Vendors relating to Plaintiff Hemang Patel’s Store(s) from in place between July 2010 and Present.
6. All contracts and/or agreements with Recommended Vendors relating to Plaintiff Jayesh Patel’s Store(s) from in place between July 2010 and Present.
7. All contracts and/or agreements with Recommended Vendors relating to Plaintiff Kalpana B. Patel’s Store(s) from in place between July 2010 and Present.
8. All contracts and/or agreements with Bona Fide relating to Plaintiff Neil Naik’s Store(s) from in place between July 2010 and Present.
9. All contracts and/or agreements with Bona Fide relating to Plaintiff Hemang Patel’s Store(s) from in place between July 2010 and Present.
10. All contracts and/or agreements with Bona Fide relating to Plaintiff Jayesh Patel’s Store(s) from in place between July 2010 and Present.
11. All contracts and/or agreements with Bona Fide relating to Plaintiff Kalpana B. Patel’s Store(s) from in place between July 2010 and Present.

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 109 of 123 PageID: 4292

1. All documents reflecting the number of Asset Protection Investigators hired by 7- Eleven in 2010.
2. All documents reflecting the number of Asset Protection Investigators hired by 7- Eleven in 2011.
3. All documents reflecting the number of Asset Protection Investigators hired by 7- Eleven in 2012.
4. All documents reflecting the number of Asset Protection Investigators hired by 7- Eleven in 2013.
5. All documents reflecting and setting forth the purpose and/or mission of the 7- Eleven Asset Protection/Loss Prevention Department.
6. Any written goals, responsibilities, mission, directives and/or job descriptions for the 7-Eleven Centralized Investigations Team.
7. Any written goals, responsibilities, mission, directives and/or job descriptions for the 7-Eleven Profit Assurance Team.
8. All documents reflecting the number of stores and/or Franchises that were terminated, taken back and/or revoked by 7-Eleven in New Jersey in 2010.
9. All documents reflecting the number of stores and/or Franchises that were terminated, taken back and/or revoked by 7-Eleven in New Jersey in 2011.
10. All documents reflecting the number of stores and/or Franchises that were terminated, taken back and/or revoked by 7-Eleven in New Jersey in 2012.
11. All documents reflecting the number of stores and/or Franchises that were terminated, taken back and/or revoked by 7-Eleven in New Jersey in 2013.

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 110 of 123 PageID: 4293

1. True copies of all internal policies and procedures with respect to quotas related to franchisee audits and/or investigations in 2010.
2. True copies of all internal policies and procedures with respect to quotas related to franchisee audits and/or investigations in 2011.
3. True copies of all internal policies and procedures with respect to quotas related to franchisee audits and/or investigations in 2012.
4. True copies of all internal policies and procedures with respect to quotas related to franchisee audits and/or investigations in 2013.
5. True copies of all documents reflecting 7-Eleven’s Code of Business Conduct in

2010.

1. True copies of all documents reflecting 7-Eleven’s Code of Business Conduct in

2011.

1. True copies of all documents reflecting 7-Eleven’s Code of Business Conduct in

2012.

1. True copies of all documents reflecting 7-Eleven’s Code of Business Conduct in

2013.

1. True copies of all documents reflecting 7-Eleven’s Code of Business Conduct in

2014.

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 111 of 123 PageID: 4294

Dated: March 17, 2014

**MARKS & KLEIN, LLP**

\_*/s/ Gerald A. Marks* Gerald A. Marks, Esq.

Evan M. Goldman, Esq. 63 Riverside Avenue

Red Bank, New Jersey 07701 Tel: 732-747-7100

Fax: 732-219-0625

*Attorney for Plaintiffs*

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 112 of 123 PageID: 4295

# EXHIBIT F(1)

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 113 of 123 PageID: 4296

MARKS & KLEIN, LLP

By: Gerald A. Marks

Evan M. Goldman Louis D. Tambaro

63 Riverside Avenue

Red Bank, New Jersey 07701 Telephone: (732) 747-7100

Facsimile: (732) 219-0625 [jerry@marksklein.com](mailto:jerry@marksklein.com) [evan@marksklein.com](mailto:evan@marksklein.com) [louis@marksklein.com](mailto:louis@marksklein.com)

*Attorneys for Defendants Karamjeet Sodhi, Karamjit Singh and Majinder Singh*

**UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY**

|  |  |
| --- | --- |
| 7-ELEVEN, INC.,  Plaintiff/Counter-Defendant,  vs.  KARAMJEET SODHI, MANJINDER SINGH, KARAMJIT SINGH and DOES 1  through 50, inclusive, Defendants/Counter-Plaintiffs. | Civil Action No. 13-cv-3715-MAS-JS  **DEFENDANTS’ AMENDED NOTICE OF CORPORATE DEPOSITION TOPICS TO PLAINTIFF 7-ELEVEN, INC.** |

TO: Stephen Sussman, Esq.

DUANE MORRIS LLP

1540 Broadway

New York, New York 10036

PLEASE TAKE NOTICE that in accordance with the Federal Rules of Civil Procedure, attorneys for Plaintiffs in the above-referenced matter will take the oral deposition of Plaintiff 7- Eleven, Inc.’s designated representative(s) on a date to be determined, whose testimony is to be taken on behalf of Plaintiff, who is familiar with the facts and documents set forth on the attached Scheduled “A” at the offices of Marks & Klein, LLP, 63 Riverside Avenue, Red Bank, New Jersey,

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 114 of 123 PageID: 4297

via oral examination before a Notary Public or some other official authorized by law to administer oaths.

The court reporter for this deposition will be Kaplan, Leaman & Wolfe.

Dated October 10, 2014 **MARKS & KLEIN, LLP**

By: \_/s/ Gerald A. Marks, Esq. Gerald A. Marks, Esq.

Evan M. Goldman, Esq. Louis D. Tambaro, Esq.

63 Riverside Avenue

Red Bank, New Jersey 07701 Tel: 732-747-7100

Fax: 732-219-0625

*Attorney for Plaintiffs*

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 115 of 123 PageID: 4298

**7-ELEVEN, INC. v. KARAMJEET SODHI, et al**

DESIGNATED REPRESENTATIVE(S) TOPICS OF INQUIRY SCHEDULE “A”

1. Defendants’ Franchise Agreements.
2. Policies, procedures and/or guidelines regarding 7-Eleven’s Retail Information system.
3. Policies, procedures and/or guidelines regarding 7-Eleven’s Point of Sale system.
4. Default and/or deficiency notices, including Letter of Notifications (“LON”) issued to Defendants, individually and/or collectively.
5. Operations and training manuals, policy statements, and directives relating to franchisees in the “Penn/Jersey” Zone.
6. Training of franchisees, Field Consultants, Market Managers, and Zone Leaders from 2008 to present.
7. Policies, procedures and/or guidelines regarding 7-Eleven’s inventory audits of franchised stores.
8. All audits, announced and unannounced, of Defendants’ Stores, including but not limited to, communications with Defendants, employees, and audit procedures from 2008 to present.
9. The Declaration of 7-Eleven employee James Passarella.
10. The Certification of former 7-Eleven employee Kurt McCord.
11. The November 17, 2011 interview with Defendant Karamjit Sodhi.
12. Policies, procedures and/or guidelines regarding 7-Eleven’s Money Order system.
13. Policies, procedures and/or guidelines regarding 7-Eleven’s franchisee employment and labor practices investigations, including but not limited to, any and all investigations initiated against Defendants.
14. Communications and interviews of Defendants’ former employee Amarjit Kaur.
15. The notebooks produced by former employee Amarjit Kaur during the January 26, 2012 meeting with 7-Eleven employee James Passarella.
16. Joseph DePinto’s involvement, if any, in investigations relating to Defendants’ stores.
17. Mark Stinde’s involvement, if any, in investigations relating to Defendants’ stores.

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 116 of 123 PageID: 4299

1. Darren Rebelez’s involvement, if any, in investigations relating to Defendants’ stores.
2. Policies, procedures and/or guidelines regarding the Asset Protection Department’s use of industry-accepted interrogation procedures, including, but not limited to, the Wicklander- Zulanwski interview technique.
3. Policies, procedures and/or guidelines regarding the selection of store to take back.

22. Policies, procedures and/or guidelines regarding interactions and/or communications with various Franchise Owners Associations (“FOAs”).

1. Security and/or surveillance systems employed by 7-Eleven, including, but not limited to, Secure TM, APIS and ClickIt.
2. The “Handwritten Payroll Ledger” allegedly seized from Defendants’ Florida Grove Road Store.
3. Internal policies, procedures and/or guidelines regarding thermostat control in Defendants’ stores, from 2008 to the present.
4. Video surveillance and DVR policies and procedures as to Defendants’ stores, from 2008 to present.
5. Policies, procedures and/or guidelines for franchisee maintenance of employee payroll records.
6. Other franchisee lawsuits filed against 7-Eleven from 2008 to present.
7. Policies, procedures and/or guidelines regarding franchisee “Out of Network Purchases.”
8. Internal policies, procedures and/or guidelines regarding “high risk transactions,” including, but not limited to, Lottery and Lottery Win, Promotion, PLU inquiry, Lotto Sale, Abort Sale, Void Item, Refund, Cancel Age Verification, and No Sale keys.
9. All electronic journal reports for Defendants’ Stores from 2008 to present.
10. Internal policies, procedures and/or guidelines whereby 7-Eleven employees conduct in- store visits and/or inspections, generally as to all franchisees and, more specifically, as to Plaintiffs’ store from 2008 to present.
11. Franchisee selection process, generally as to all franchisees, and specifically, as to Defendants’ stores, from 2008 to the present.
12. Cash flow policies and procedures, from 2008 to the present.

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 117 of 123 PageID: 4300

1. Franchisee versus company-owned store decisions, generally, as to all franchisees, and specifically, as to Defendants’ location, from 2008 to the present.
2. Advertising fees, from 2008 to the present, in the Penn Jersey Zone.
3. Internal policies, procedures and/or guidelines regarding thermostat control in Plaintiffs’ stores, from 2008 to the present.
4. Policies, procedures and/or guidelines regarding Recommended Vendors, including, but not limited to, how Recommended Vendors are chosen, how contracts with Recommended Vendors are negotiated, and how pricing is/was determined, from 2008 to the present.
5. Policies, procedures and/or guidelines regarding communications and/or interactions with ethnic minorities, including, but not limited to, people of Indian descent.
6. 7-Eleven’s use of analytics in franchisee investigations, including the investigations of Defendants.
7. Policies, procedures and/or guidelines regarding 7-Eleven’s payroll processing system.
8. 7-Eleven’s payroll department’s interaction with 7-Elven’s Asset Protection department, and the exchange of documents and/or information between both.
9. 7-Eleven’s accounting department’s interaction with 7-Elven’s Asset Protection department, and the exchange of documents and/or information between both.
10. 7-Eleven’s bookkeeping department’s interaction with 7-Elven’s Asset Protection department, and the exchange of documents and/or information between both.

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 118 of 123 PageID: 4301

# EXHIBIT F(2)

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 119 of 123 PageID: 4302

MARKS & KLEIN, LLP

By: Gerald A. Marks

Evan M. Goldman Louis D. Tambaro

63 Riverside Avenue

Red Bank, New Jersey 07701 Telephone: (732) 747-7100

Facsimile: (732) 219-0625 [jerry@marksklein.com](mailto:jerry@marksklein.com) [evan@marksklein.com](mailto:evan@marksklein.com) [louis@marksklein.com](mailto:louis@marksklein.com)

*Attorneys for Plaintiffs Neil Naik, Hemang Patel, Jayesh Patel and Kalpana B. Patel*

**UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY**

|  |  |
| --- | --- |
| NEIL NAIK, HEMANG PATEL, JAYESH PATEL, KALPANA B. PATEL, AND JOHN DOES 1-200,  Plaintiffs,  v.  7-ELEVEN, INC., a wholly owned subsidiary of SEVEN-ELEVEN JAPAN CO., LTD., a wholly owned subsidiary of SEVEN AND I HOLDINGS CO., LTD,  Defendants. | Civil Action No. 1:13-cv-04578-MAS-JS  **PLAINTIFFS’ AMENDED NOTICE OF CORPORATE DEPOSITION TOPICS TO DEFENDANT**  **7-ELEVEN, INC.** |

TO: Sheila Raftery Wiggins, Esq.

DUANE MORRIS LLP

30 South 17th Street Philadelphia, Pennsylvania 19103

Matthew D. Grant, Esq. ARNOLD & PORTER LLP

399 Park Avenue

New York, New York 10022

*Attorneys for Defendant 7-Eleven, Inc.*

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 120 of 123 PageID: 4303

PLEASE TAKE NOTICE that in accordance with the Federal Rules of Civil Procedure, attorneys for Plaintiffs in the above-referenced matter will take the oral deposition of Defendant 7-Eleven, Inc.’s designated representative(s) on a date to be determined, whose testimony is to be taken on behalf of Defendant, who is familiar with the facts and documents set forth on the attached Scheduled “A” at the offices of Marks & Klein, LLP, 63 Riverside Avenue, Red Bank, New Jersey, via oral examination before a Notary Public or some other official authorized by law to administer oaths.

The court reporter for this deposition will be Kaplan, Leaman & Wolfe.

Dated October 10, 2014 **MARKS & KLEIN, LLP**

By: \_/s/ Gerald A. Marks, Esq. Gerald A. Marks, Esq.

Evan M. Goldman, Esq. Louis D. Tambaro, Esq.

63 Riverside Avenue

Red Bank, New Jersey 07701 Tel: 732-747-7100

Fax: 732-219-0625

*Attorney for Plaintiffs*

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 121 of 123 PageID: 4304

**NAIK, ET AL v. 7-ELEVEN, INC.**

DESIGNATED REPRESENTATIVE(S) TOPICS OF INQUIRY SCHEDULE “A”

1. Plaintiffs’ Store Franchise Agreements.
2. Policies, procedures and/or guidelines regarding equity, minimum net worth and cash flow for franchisees, generally, and specifically, as to Plaintiffs’ stores, from 2008 to the present.
3. Video surveillance and DVR, generally as to all franchisees, and specifically, as to Plaintiffs’ stores, from 2008 to the present.
4. Policies, procedures and/or guidelines for store maintenance including but not limited to vendor/contract selections, timetable for repairs, and repair/replace decisions, generally as to franchisees, and specifically, as to Plaintiffs’ stores, from 2008 to the present.
5. Maintenance/repair requests and responses as to Plaintiffs’ stores, from 2008 to the present.
6. Plaintiffs’ store maintenance service contracts;
7. Any and all merchandize reports and/or audits with respect to Plaintiffs’ stores.
8. Any and all promotions, incentives and/or earned percentages from “bill backs.”
9. 7-Eleven’s efforts to use intimidation and/or unfair practices to terminate franchisees’ Store Franchise Agreements, constructively or actually.
10. Policies, procedures and/or guidelines regarding the resale of terminated and/or abandoned stores, including, but not limited to, the calculation of franchise fees.
11. Policies, procedures and/or guidelines regarding the replacement of in-store equipment.
12. Policies, procedures and/or guidelines regarding 7-Eleven’s Asset Protection Department investigations.
13. Policies, procedures and/or guidelines regarding 7-Eleven’s role as franchisees’ accountants.
14. Policies, procedures and/or guidelines regarding in-store ordering of merchandise.
15. Policies, procedures and/or guidelines regarding 7-Eleven’s role as franchisees’ bookkeeping.

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 122 of 123 PageID: 4305

back.

1. Policies, procedures and/or guidelines regarding the selection of stores for take
2. The Certification of former 7-Eleven employee, Kurt McCord.
3. Policies, procedures and/or guidelines regarding interactions and/or communications with Franchise Owners Associations (“FOAs”).
4. 7-Eleven’s agreements and/or contracts with third-parties, including, but not limited to, Mitsui and McLane.
5. Security and/or surveillance systems employed by 7-Eleven, including, but not limited to, Secure TM, APIS and ClickIt.
6. Policies, procedures and/or guidelines regarding Recommended Vendors, including, but not limited to, how Recommended Vendors are chosen, how contracts with Recommended Vendors are negotiated, and how pricing is/was determined, from 2008 to the present.
7. Policies, procedures and/or guidelines regarding store audits, generally as to all franchisees, and specifically, as to Plaintiffs’ stores, from 2008 to the present.
8. 7-Eleven’s competition research and strategies to address competition from, *inter alia*, Wawa, from 2008 to the present.
9. Organization structure of 7-Eleven, in general and with respect to the duties and responsibilities of the Franchisee, Store Manager, Field Consultant, Market Manager, Zone Leader and Asset Protection Department, from 2008 to the present.
10. Internal policies, procedures and/or guidelines regarding thermostat control in Plaintiffs’ stores, from 2008 to the present.
11. Internal policies, procedures and/or guidelines regarding video advertising in Plaintiffs’ stores, from 2008 to the present.
12. Any and all vendor rebates or other incentives received and/or gained by Defendant from Recommended Vendors generally as to all franchisees, and specifically, as to Plaintiffs’ stores, from 2008 to the present.
13. Internal policies, procedures and/or guidelines relating to the installation, servicing, maintenance, repair and replacement of store facilities and equipment generally as to all franchisees, and specifically, as to Plaintiffs’ stores, from 2008 to the present.
14. Other franchisee lawsuits filed against 7-Eleven from 2008 to the present.

Case 1:13-cv-04578-RMB-JS Document 212 Filed 01/29/15 Page 123 of 123 PageID: 4306

1. Internal policies, procedures and/or guidelines whereby 7-Eleven employees conduct in-store visits and/or inspections, generally as to all franchisees and, more specifically, as to Plaintiffs’ stores from 2008 to the present.
2. Franchisee selection process, generally as to all franchisees, and specifically, as to Plaintiffs’ stores, from 2008 to the present.
3. Cash flow policies and procedures, from 2008 to the present.
4. “Operation Philadelphia.”
5. Training of franchisees, Field Consultants, Market Managers and Zone leaders, from 2008 to the present.
6. Internal policies, procedures and/or guidelines regarding 7-Eleven pricing, from 2008 to the present.
7. Advertising fees, from 2008 to the present, for the Penn Jersey Zone.
8. Operations and training manuals, policy statements, and directives disseminated to franchisees and/or 7-Eleven employees relating to franchisees in the “PennJersey” Zone.
9. Default and/or deficiency notices, including Letters of Notification (“LON”), issued to Plaintiffs, individually and/or collectively.