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 WEST RIDGE ACADEMY

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

11 ERIC NORWOOD, an individual,
 12 Plaintiff,

13 v.

14 CHILDREN AND YOUTH
 SERVICES, INC.,
 15 WEST RIDGE ACADEMY, AND
 DOES 1 THROUGH 100, INCLUSIVE,

16
 17 Defendants.

Case No. CV10- 7944 GAF (MANx)

PROTECTIVE ORDER

21 The parties are expressly cautioned that the designation pursuant to this
 22 Protective Order of any information, document, or thing as confidential or other
 23 designation(s) used by the parties, does not, in and of itself, create any entitlement to
 24 file such information, document, or thing, in whole or in part, under seal.
 25 Accordingly, reference to this Protective Order or to the parties' designation of any
 26 information, document, or thing as confidential or other designation(s) used by the
 27 parties, is wholly insufficient to warrant a filing under seal.

28 There is a strong presumption that the public has a right of access to judicial

1 proceedings and records in civil cases. In connection with non-dispositive motions,
2 good cause must be shown to support a filing under seal. The parties' mere
3 designation of any information, document, or thing as confidential or other
4 designation(s) used by parties, does not -- **without the submission of competent**
5 **evidence, in the form of a declaration or declarations, establishing that the**
6 **material sought to be filed under seal qualifies as confidential, privileged, or**
7 **otherwise protectable** -- constitute good cause.

8 Further, if sealing is requested in connection with a dispositive motion or trial,
9 then compelling reasons, as opposed to good cause, for the sealing must be shown,
10 and the relief sought shall be narrowly tailored to serve the specific interest to be
11 protected. *See Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir.
12 2010). For each item or type of information, document, or thing sought to be filed or
13 introduced under seal in connection with a dispositive motion or trial, the party
14 seeking protection must articulate compelling reasons, supported by specific facts
15 and legal justification, for the requested sealing order. **Again, competent evidence**
16 **supporting the application to file documents under seal must be provided by**
17 **declaration.**

18 Any document that is not confidential, privileged, or otherwise protectable in
19 its entirety will not be filed under seal if the confidential portions can be redacted. If
20 documents can be redacted, then a redacted version for public viewing, omitting only
21 the confidential, privileged, or otherwise protectable portions of the document, shall
22 be filed. Any application that seeks to file documents under seal in their entirety
23 should include an explanation of why redaction is not feasible.

24 Notwithstanding any other provision of this Protective Order, in the event that
25 this case proceeds to trial, all information, documents, and things discussed or
26 introduced into evidence at trial will become public and available to all members of
27 the public, including the press, unless sufficient cause is shown in advance of trial to
28 proceed otherwise.

1 2.2 “CONFIDENTIAL” Information or Items: information (regardless of
2 how it is generated, stored, or maintained) or tangible things that qualify for
3 protection under Federal Rule of Civil Procedure 26(c).

4 2.3 Counsel (without qualifier): Outside Counsel of Record and House
5 Counsel (as well as their support staff).

6 2.4 Designating Party: a Party or Non-Party that designates information or
7 items that it produces in disclosures or in responses to discovery as
8 “CONFIDENTIAL.”

9 2.5 Disclosure or Discovery Material: all items or information, regardless
10 of the medium or manner in which it is generated, stored, or maintained (including,
11 among other things, testimony, transcripts, and tangible things), that are produced or
12 generated in disclosures or responses to discovery in this matter.

13 2.6 Expert: a person with specialized knowledge or experience in a matter
14 pertinent to the litigation who has been retained by a Party or its counsel to serve as
15 an expert witness or as a consultant in this action.

16 2.7 House Counsel: attorneys who are employees of a party to this action.
17 House Counsel does not include Outside Counsel of Record or any other outside
18 counsel.

19 2.8 Non-Party: any natural person, partnership, corporation, association, or
20 other legal entity not named as a Party to this action.

21 2.9 Outside Counsel of Record: attorneys who are not employees of a party
22 to this action but are retained to represent or advise a party to this action and have
23 appeared in this action on behalf of that party or are affiliated with a law firm which
24 has appeared on behalf of that party.

25 2.10 Party: any party to this action, including all of its officers, directors,
26 employees, consultants, retained experts, and Outside Counsel of Record (and their
27 support staff).

28

1 2.11 Producing Party: a Party or Non-Party that produces Disclosure or
2 Discovery Material in this action.

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

7 2.13 Protected Material: any Disclosure or Discovery Material that is
8 designated as “CONFIDENTIAL.”

9 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material
10 from a Producing Party.

11 **3. SCOPE**

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

26 **4. DURATION**

27 Even after final disposition of this litigation, the confidentiality obligations
28 imposed by this Protective Order shall remain in effect until a Designating Party

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

7 **5. DESIGNATING PROTECTED MATERIAL**

8 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

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

1 Designation in conformity with this Protective Order requires:

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

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

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

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

1 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
2 failure to designate qualified information or items does not, standing alone, waive
3 the Designating Party’s right to secure protection under this Protective Order for
4 such material. Upon timely correction of a designation, the Receiving Party must
5 make reasonable efforts to assure that the material is treated in accordance with the
6 provisions of this Protective Order.

7 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

8 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
9 designation of confidentiality at any time. Unless a prompt challenge to a
10 Designating Party’s confidentiality designation is necessary to avoid foreseeable,
11 substantial unfairness, unnecessary economic burdens, or a significant disruption or
12 delay of the litigation, a Party does not waive its right to challenge a confidentiality
13 designation by electing not to mount a challenge promptly after the original
14 designation is disclosed.

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

1 the Designating Party is unwilling to participate in the meet and confer process in a
2 timely manner.

3 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without
4 court intervention, the Designating Party shall file and serve a motion to retain
5 confidentiality under Civil Local Rule 7 (and in compliance with Civil Local Rule
6 79-5, if applicable) within 21 days of the initial notice of challenge or within 14 days
7 of the parties agreeing that the meet and confer process will not resolve their dispute,
8 whichever is earlier. Each such motion must be accompanied by a competent
9 declaration affirming that the movant has complied with the meet and confer
10 requirements imposed in the preceding paragraph. Failure by the Designating Party
11 to make such a motion including the required declaration within 21 days (or 14 days,
12 if applicable) shall automatically waive the confidentiality designation for each
13 challenged designation. In addition, the Challenging Party may file a motion
14 challenging a confidentiality designation at any time if there is good cause for doing
15 so, including a challenge to the designation of a deposition transcript or any portions
16 thereof. Any motion brought pursuant to this provision must be accompanied by a
17 competent declaration affirming that the movant has complied with the meet and
18 confer requirements imposed by the preceding paragraph.

19 The burden of persuasion in any such challenge proceeding shall be on the
20 Designating Party. Frivolous challenges, and those made for an improper purpose
21 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
22 expose the Challenging Party to sanctions. Unless the Designating Party has waived
23 the confidentiality designation by failing to file a motion to retain confidentiality as
24 described above, all parties shall continue to afford the material in question the level
25 of protection to which it is entitled under the Producing Party's designation until the
26 Court rules on the challenge.

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

2 7.1 Basic Principles. A Receiving Party may use Protected Material that is
3 disclosed or produced by another Party or by a Non-Party in connection with this
4 case only for prosecuting, defending, or attempting to settle this litigation. Such
5 Protected Material may be disclosed only to the categories of persons and under the
6 conditions described in this Protective Order. When the litigation has been
7 terminated, a Receiving Party must comply with the provisions of section 13 below
8 (FINAL DISPOSITION).

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

12 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
13 otherwise ordered by the Court or permitted in writing by the Designating Party, a
14 Receiving Party may disclose any information or item designated
15 “CONFIDENTIAL” only to:

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

21 (b) the officers, directors, and employees (including House Counsel) of
22 the Receiving Party to whom disclosure is reasonably necessary for this litigation
23 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
24 A);

25 (c) Experts (as defined in this Protective Order) of the Receiving Party
26 to whom disclosure is reasonably necessary for this litigation and who have signed
27 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

28 (d) the Court and its personnel;

1 (e) Court reporters and their staff, professional jury or trial consultants,
2 mock jurors, and Professional Vendors to whom disclosure is reasonably necessary
3 for this litigation and who have signed the “Acknowledgment and Agreement to Be
4 Bound” (Exhibit A);

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

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

14 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
15 **PRODUCED IN OTHER LITIGATION**

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

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

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

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

27 If the Designating Party timely seeks a protective order, the Party served with
28 the subpoena or court order shall not produce any information designated in this

1 action as “CONFIDENTIAL” before a determination by the court from which the
2 subpoena or order issued, unless the Party has obtained the Designating Party’s
3 permission. The Designating Party shall bear the burden and expense of seeking
4 protection in that court of its confidential material – and nothing in these provisions
5 should be construed as authorizing or encouraging a Receiving Party in this action to
6 disobey a lawful directive from another court.

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

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

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

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

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

25 (3) make the information requested available for inspection by
26 the Non-Party.

27 (c) If the Non-Party fails to object or seek a protective order from
28

1 this Court within 14 days of receiving the notice and accompanying information, the
2 Receiving Party may produce the Non-Party's confidential information responsive to
3 the discovery request. If the Non-Party timely seeks a protective order, the
4 Receiving Party shall not produce any information in its possession or control that is
5 subject to the confidentiality agreement with the Non-Party before a determination
6 by the Court.¹ Absent a Court order to the contrary, the Non-Party shall bear the
7 burden and expense of seeking protection in this Court of its Protected Material.

8 **Nothing in the Protective Order should be construed as authorizing a Party in
9 this action to disobey a lawful directive from another court.**

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

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

19 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
20 PROTECTED MATERIAL**

21 When a Producing Party gives notice to Receiving Parties that certain
22 inadvertently produced material is subject to a claim of privilege or other protection,
23 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
24 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
25 may be established in an e-discovery order that provides for production without prior
26 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the

27 _____
28 ¹ The purpose of this provision is to alert the interested parties to the existence
of confidentiality rights of a Non-Party and to afford the Non-Party an opportunity to
protect its confidentiality interests in this court.

1 parties reach an agreement on the effect of disclosure of a communication or
2 information covered by the attorney-client privilege or work product protection, the
3 parties may incorporate their agreement in the protective order submitted to the
4 Court.

5 **12. MISCELLANOUS**

6 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
7 person to seek its modification by the Court in the future.

8 12.2 Right to Assert Other Objections. No Party waives any right it
9 otherwise would have to object to disclosing or producing any information or item
10 on any ground not addressed in this Protective Order. Similarly, no Party waives any
11 right to object on any ground to use in evidence of any of the material covered by
12 this Protective Order.

13 12.3 Filing Protected Material. Without written permission from the
14 Designating Party or a Court order secured after appropriate notice to all interested
15 persons, a Party may not file in the public record in this action any Protected
16 Material. A Party that seeks to file under seal any Protected Material must comply
17 with Civil Local Rule 79-5. Protected Material may only be filed under seal
18 pursuant to a court order authorizing the sealing of the specific Protected Material at
19 issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a
20 request establishing that the Protected Material at issue is privileged, protectable as a
21 trade secret, or otherwise entitled to protection under the law. If a Receiving Party's
22 request to file Protected Material under seal pursuant to Civil Local Rule 79-5 is
23 denied by the Court, then the Receiving Party may file the information in the public
24 record pursuant to Civil Local Rule 79-5 unless otherwise instructed by the Court.

25 **13. FINAL DISPOSITION**

26 Within 60 days after the final disposition of this action, as defined in
27 paragraph 4, each Receiving Party must return all Protected Material to the
28 Producing Party or destroy such material. As used in this subdivision, "all Protected

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

16
17 IT IS SO ORDERED.

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19 DATED: July 5, 2012

Margaret A. Nagle

MARGARET A. NAGLE
UNITED STATES MAGISTRATE JUDGE

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1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

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4 I, _____ [print or type full name], of
5 _____ [print or type full address], declare under penalty of perjury
6 that I have read in its entirety and understand the Protective Order that was issued by
7 the United States District Court for the Central District of California on July 5, 2012,
8 in the case of *Eric Norwood v. Children and Youth Services, Inc., West Ridge*
9 *Academy, and Does 1 through 100, inclusive*; United States District Court Case No.
10 CV10-7944 GAF (MANx). I agree to comply with and to be bound by all the terms
11 of this Protective Order and I understand and acknowledge that failure to so comply
12 could expose me to sanctions and punishment in the nature of contempt. I solemnly
13 promise that I will not disclose in any manner any information or item that is subject
14 to this Protective Order to any person or entity except in strict compliance with the
15 provisions of this Protective Order.

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

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1 I hereby appoint _____ [print or type full name] of
2 _____ [print or type full
3 address and telephone number] as my California agent for service of process in
4 connection with this action or any proceedings related to enforcement of this
5 Protective Order.

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7 Date: _____

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9 City and State where sworn and signed: _____

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11 Printed name: _____
12 [printed name]

13 Signature: _____
14 [signature]

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