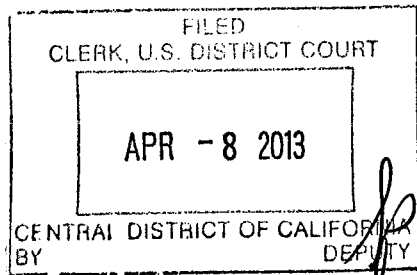


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 9 Attorneys for Defendants EDO Trading, Inc.,
 10 Edvin Karapetian, Edward Minasyan,
 11 and Lena Amerkhanian



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 14 (310) 451-0647/ FAX: (310) 394-4477
 15 Attorneys for Plaintiff,
 16 WOLRD TRADING 32, INC.

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

15	WORLD TRADING 23, INC., a)	Case No. 2:12-cv-10886-ODW-E
16	California corporation,)	
17)	Hon. Charles F. Eick
18	Plaintiff,)	
19)	STIPULATED PROTECTIVE ORDER
20	v.)	
21)	
22	EDO TRADING, INC., a California)	Complaint Filed: 12/21/2012
23	corporation, EDVIN KARAPETIAN,)	
24	an individual residing in California,)	
25	EDWARD MINASYAN, an individual)	
26	residing in California, LENA)	
27	AMERKHANIAN, an individual)	
28	residing in California, and DOES 1-9,)	
	inclusive,)	
)	
	Defendants.)	

1 **A. INFORMATION SUBJECT TO THIS ORDER**

2 1. For purposes of this Order, "CONFIDENTIAL INFORMATION" shall
3 mean all information, items or material produced for or disclosed to a Receiving
4 Party that a Producing Party, including any party to this action and any non-party
5 producing information, items or material voluntarily or pursuant to a subpoena or a
6 court order, considers to constitute or to contain trade secrets and/or other
7 confidential technical, product, design, sales, marketing, customer, financial, or other
8 commercial information, whether embodied in physical objects, documents, or the
9 factual knowledge of persons, and which has been designated by the Producing Party.
10 Any CONFIDENTIAL INFORMATION obtained by any Receiving Party from any
11 Producing Party pursuant to discovery in this litigation may be used only for
12 purposes of preparation and litigation of this matter, i.e. for prosecuting, defending or
13 attempting to settle this litigation.
14

15 2. Any document or tangible thing containing or including any
16 CONFIDENTIAL INFORMATION may be designated as such by the Producing
17 Party by marking copies of such material "Confidential" prior to or at the time such
18 copies are furnished to the Receiving Party. The marking shall be accomplished by
19 affixing the legend "Confidential" to each page of the material being designated. If
20 only a portion of the material on a page qualifies for protection, the Producing Party
21 also must clearly identify the protected portion(s).

22 3. At the request of any party, the original and all copies of any deposition
23 transcript, in whole or in part, shall be marked "Confidential" by the reporter. Any
24 portions so designated shall thereafter be treated in accordance with the terms of this
25 Order.

26 4. All CONFIDENTIAL INFORMATION not reduced to documentary,
27 tangible or physical form or which cannot be conveniently designated, as set forth in
28 Section A. 2, shall be designated by the Producing Party by informing the Receiving

1 Party of the designation in writing (such as in the form of electronic mail). Any
2 documents and/or physical objects made available for inspection by counsel for the
3 Receiving Party prior to producing copies of selected items shall initially be
4 considered, as a whole, to constitute "HIGHLY CONFIDENTIAL-ATTORNEYS'
5 EYES ONLY" (as defined in Section D below) and shall be subject to this Order.
6 After the Receiving Party has identified the documents that it wants copied and
7 produced, the Producing Party shall have a reasonable time to review and designate
8 the appropriate documents as CONFIDENTIAL INFORMATION or HIGHLY
9 CONFIDENTIAL INFORMATION-ATTORNEYS' EYES ONLY prior to
10 furnishing copies to the Receiving Party.

11 5. The following information is not CONFIDENTIAL INFORMATION:

12 a. Any information which at the time of disclosure to a Receiving Party
13 is in the public domain;

14 b. Any information which subsequent to its disclosure to a Receiving
15 Party, becomes part of the public domain as a result the publication not involving a
16 violation of this Order;

17 c. Any information that the Receiving Party can show was directly
18 known to it prior to the disclosure; and

19 d. Any information that the Receiving Party can show, by written
20 records, was received by it after the disclosure from a source who obtained the
21 information lawfully and under no obligation of confidentiality to the Producing
22 Party.

23 **B. NO WAIVER OF PRIVILEGE**

24 Inspection or production of documents and/or physical objects shall not
25 constitute a waiver of the attorney-client privilege or work product immunity or any
26 other applicable privilege, trade secret protection and/or protection under this Order
27 as CONFIDENTIAL INFORMATION, or as HIGHLY CONFIDENTIAL
28

1 INFORMATION-ATTORNEYS' EYES ONLY if, as soon as reasonably practicable
2 after the Producing Party becomes aware of any inadvertent or unintentional
3 disclosure, the Producing Party designates any such documents and/or physical
4 objects as within the attorney-client privilege, work product immunity, or any other
5 applicable privilege or protection under this Order and request return of such
6 documents and/or physical objects to the Producing Party. Upon request by the
7 Producing Party, the Receiving Party immediately shall return or destroy all copies of
8 such inadvertently produced document(s) and/or physical objects. Notwithstanding
9 this provision, outside litigation counsel of record are not required to delete
10 information that may reside on their respective electronic back-up systems that are
11 over-written in the normal course of business. Nothing herein shall prevent the
12 Receiving Party from challenging the propriety of the attorney-client privilege, work
13 product immunity or other applicable privilege or trade secret or other protection
14 designation by submitting a written challenge to the Court.
15

16 **C. DISCOVERY RULES REMAIN UNCHANGED**

17 Nothing herein shall alter or change in any way that the discovery provisions
18 of the Federal Rules of Civil Procedure, the Local Rules for the United States District
19 Court for the Central District of California, or the Court's Docket Control Orders and
20 Discovery Orders.

21 **D. INFORMATION DESIGNATED HIGHLY CONFIDENTIAL**

22 **ATTORNEY'S EYES ONLY**

23 1. CONFIDENTIAL INFORMATION may be additionally designated
24 "HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY." HIGHLY
25 CONFIDENTIAL-ATTORNEYS' EYES ONLY" shall mean all CONFIDENTIAL
26 INFORMATION that constitutes proprietary, financial, product, design or technical
27 data or commercially sensitive competitive information including, without limitation
28 CONFIDENTIAL INFORMATION obtained from a nonparty pursuant to a current

1 Nondisclosure Agreement ("NDA"), CONFIDENTIAL INFORMATION relating to
2 future products not yet commercially released, customer information, sales plans,
3 marketing plans, and strategic plans, , the disclosure of which is likely to cause harm
4 to the competitive position of the Producing Party. Any document or tangible thing
5 containing or including any CONFIDENTIAL INFORMATION may be designated
6 HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY by the Producing Party
7 by marking copies of such material "Highly Confidential-Attorneys' Eyes Only" prior
8 to or at the time such copies are furnished to the Receiving Party. The marking shall
9 be accomplished by affixing the legend "Highly Confidential-Attorneys' Eyes Only"
10 to each page of the material being designated. If only a portion of the material on a
11 page qualifies for protection, the Producing Party also must clearly identify the
12 protected portion(s).

13 Documents and/or physical objects designated HIGHLY CONFIDENTIAL-
14 ATTORNEYS' EYES ONLY and information contained therein shall be available
15 only to:

16 (a) outside litigation counsel of record and supporting personnel
17 employed by those attorneys as described in Section E. 1. Below (not including in-
18 house counsel),

19 (b) technical advisors as described in Section E. 2 below and to have
20 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

21 (c) the Court and its personnel;

22 (d) court reporters and their staff, professional jury or trial consultants,
23 and Professional Vendors to whom disclosure is reasonably necessary for this
24 litigation and who have signed the "Acknowledgment and Agreement to Be Bound"
25 (Exhibit A); and
26
27
28

1 (e) the author or authorized recipient of a document containing the
2 information or a custodian or other authorized person who otherwise pose asked for
3 new the information.

4 **E. PERSONS AUTHORIZED TO RECEIVE CONFIDENTIAL**
5 **INFORMATION**

6 Subject to the limitations for HIGHLY CONFIDENTIAL- ATTORNEYS'
7 EYES ONLY designations as described in the previous sections, the following
8 categories of persons shall have access to documents and/or physical objects
9 designated as Confidential:

10 1. Counsel. Counsel for a Receiving Party shall have access to the Producing
11 Party's information designated CONFIDENTIAL. The term "counsel" shall mean
12 attorneys for the Plaintiff, and the Defendant, working on this litigation, including
13 both outside and in-house counsel, including supporting personnel employed by the
14 attorneys, such as paralegals, legal translators, legal secretaries, law clerks and
15 shorthand reporters, independent legal translators retained to translate in connection
16 with this action, independent court reporters pertain to record and transcribe
17 testimony in connection with this action, graphics or design services retained by
18 counsel for purposes of preparing demonstrative or other exhibits for deposition, trial,
19 or other court proceedings in the actions, and non-technical jury or trial consulting
20 services, including mock jurors, retained by counsel. Before any person other than
21 counsel or counsel's employees and in-office independent contractors providing
22 litigation support, may have access to the CONFIDENTIAL INFORMATION, such
23 person shall have signed the "Acknowledgment and Agreement to Be Bound"
24 (Exhibit A);

25
26 2. Technical Advisors. Information designated CONFIDENTIAL or HIGHLY
27 CONFIDENTIAL- ATTORNEYS' EYES ONLY of a Producing Party, and such
28 copies, as are reasonably necessary for maintaining, defending or evaluating this

1 litigation, may be furnished and disclose to technical advisors. The term "technical
2 advisor" shall mean an outside consultant or consulting or testifying expert witness
3 with whom counsel may deem it necessary to consult concerning technical, financial,
4 or other aspects of this case for the preparation or trial thereof. Should a Receiving
5 Party find it necessary for maintaining, defending or even evaluating this litigation to
6 disclose a Producing Party's CONFIDENTIAL or HIGHLY CONFIDENTIAL-
7 ATTORNEYS' EYES ONLY Information to a technical advisor, no prior notice to
8 the Producing Party shall be required if (a) the technical advisor is not a current
9 owner, shareholder, member, manager, director, officer, employee or consultant
10 (other than as a technical advisor in this litigation) of an entity engaged in the
11 business of manufacturing, distributing or selling cellular phones and/or cellular
12 accessories, or anticipated to become one, and (b) the technical advisor shall have
13 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A). If a person
14 not meeting the criteria in (a) above is sought by the Receiving Party to be a technical
15 advisor, then the Receiving Party shall first give written or e-mail notice to the
16 Producing Party. Such written notice shall include the technical advisor's resume,
17 curriculum vitae or other information adequate to identify the individual's current
18 employer and employment history for the past five (5) years, including consulting
19 relationships. The Producing Party may object to the disclosure of the information to
20 such technical advisor by notifying the Receiving Party in writing or by e-mail of any
21 objection within ten (10) days of receiving notice of the Receiving Party's request to
22 disclose the CONFIDENTIAL or HIGHLY CONFIDENTIAL-ATTORNEYS' EYES
23 ONLY information to such technical advisor. Thereafter, the Producing and
24 Receiving Parties shall engage in a meet-and-confer process to address the issue. If
25 the Receiving Party does not withdraw the name of the technical advisor, then the
26 Producing Party may proceed by filing a motion showing good cause why the
27 information or portions thereof shall not be disclosed to such persons. Any such
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1 motion shall be filed within 15 days after the Producing Party refuses to withdraw the
2 name of the technical advisor. Except by further order of this Court, no
3 CONFIDENTIAL or HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY
4 information shall be disclosed to such technical advisor until the matter has been
5 ruled upon by this Court or otherwise resolved. No disclosure of CONFIDENTIAL
6 or HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY information shall be
7 made to any technical advisor unless the person to whom the disclosure is to be made
8 shall first have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit
9 A) stating that he or she has read and understands this Order and agrees to be bound
10 by its terms. Identification of a technical advisor under this Protective Order is not a
11 waiver of any applicable consultant or work product privilege, and does not by itself
12 subject the technical advisor to any discovery.

13
14 **F. MANAGEMENT OF A PARTY**

15 Subject to the provisions below, CONFIDENTIAL INFORMATION of a
16 Producing Party, and such copies as are reasonably necessary for maintaining,
17 defending or evaluating this litigation, may be furnished and disclosed by counsel for
18 a Receiving Party to a control group of no more than four (4) individuals who are
19 employees, managers, and/or supporting personnel of such Receiving Party with
20 responsibility for maintaining, defending or evaluating this litigation. Should counsel
21 for a Receiving Party find it necessary for maintaining, defending or evaluating this
22 litigation to disclose a Producing Party's CONFIDENTIAL INFORMATION to a
23 control group, counsel for the Receiving Party shall first obtain from such individual
24 a signed "Acknowledgment and Agreement to The Bound" (Exhibit A) stating that he
25 or she has read and understands this Order and agrees to be bound by its terms. Such
26 written agreement shall be retained by counsel for the Receiving Party, but need not
27 be disclosed to the Producing Party.

28 ///

1 **G. CHALLENGES TO CONFIDENTIALITY DESIGNATIONS**

2 In the event that the Receiving Party contends that produced information has
3 been improperly designated under this Order, the Receiving Party shall first request
4 that the Producing Party modify its confidentiality designation. If the Producing
5 Party declines to change its designation or fails to respond to the Receiving Party's
6 written request within ten (10) days, the Receiving Party may file a motion in
7 accordance with the requirements of L.R. 37 to have the Court modify the
8 designation.

9 **H. USE OF MATERIALS DESIGNATED UNDER THIS ORDER**

10 1. CONFIDENTIAL and HIGHLY CONFIDENTIAL-ATTORNEYS' EYES
11 ONLY information shall be held in confidence by each person to whom it is
12 disclosed, shall be used only for purposes of this litigation, should not be used for any
13 business purpose, and shall not be disclosed to any person who is not entitled to
14 receive such information as provided herein. All produced CONFIDENTIAL and
15 HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY information shall be
16 carefully maintained so as to preclude access by persons who are not entitled to
17 receive such information.
18

19 2. Except as may be otherwise ordered by the Court, any person may be
20 examined as a witness at deposition and trial and may testify concerning all
21 CONFIDENTIAL and HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY
22 information of which such person had knowledge prior to any such designations.
23 Without in any way limiting the generality of the foregoing:

24 a. A present director, officer, and/or employee of a Producing Party
25 (who is designated to testify by the Producing Party and who is permitted to have
26 access to such information) may be examined and may testify concerning all
27 CONFIDENTIAL and HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY
28 information which has been produced by that party;

1 b. A former director, officer, agent and/or employee of a Producing
2 Party may be examined and may testify concerning all CONFIDENTIAL and
3 HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY information of which he
4 or she has authorized prior knowledge, including any CONFIDENTIAL and
5 HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY information that refers to
6 matters of which the witness has authorized personal knowledge, which has been
7 produced by that party and which pertains to the period or periods of his or her
8 employment; and

9 c. Non-party witnesses may be examined or testify concerning any
10 document containing CONFIDENTIAL and HIGHLY CONFIDENTIAL-
11 ATTORNEYS' EYES ONLY information of a Producing Party which appears on its
12 face or from other documents or testimony to have been received from or
13 communicated to the non-party witness as a result of any contact or relationship with
14 the Producing Party or a representative of a Producing Party. Any person other than
15 the witness, his or her attorney(s), or any other person qualified to receive
16 CONFIDENTIAL and HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY
17 information under this Order shall be excluded from the portion of the examination
18 concerning such information, unless the Producing Party consents to persons other
19 than qualified recipients being present at the examination. If the witness is
20 represented by an attorney who is not qualified under this Order to receive such
21 information, and prior to or at the examination, the Producing Party shall request that
22 the attorney provide a signed statement, in the form of Exhibit A hereto, that he or
23 she will comply with the terms of this Order to maintain the confidentiality of
24 CONFIDENTIAL and HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY
25 information disclosed during the course of the examination. In the event that such
26 attorney declines to sign such a signed statement prior to the examination, the parties,
27 by their attorneys, shall jointly seek a protective order from the Court prohibiting the
28

1 attorney from disclosing CONFIDENTIAL and HIGHLY CONFIDENTIAL-
2 ATTORNEYS' EYES ONLY information.

3 3. All transcripts of depositions, exhibits, answers to interrogatories,
4 pleadings, briefs, and other documents submitted to the Court which have been
5 designated as CONFIDENTIAL or HIGHLY CONFIDENTIAL-ATTORNEYS'
6 EYES ONLY information, or which contain information so designated, shall be filed
7 in sealed envelopes or other appropriate sealed containers on which shall be endorsed
8 the title of this matter, the words "CONFIDENTIAL INFORMATION-Under
9 Protective Order," and a statement substantially in the following form:

10 "This envelope contains CONFIDENTIAL INFORMATION filed in
11 the above-entitled case by (name of party). This envelope is not to be
12 opened, and its contents are not to be displayed or revealed, except by
13 direction of the Court presiding over this matter."
14

15 Notwithstanding anything in this Section to the contrary, the parties shall
16 comply with the Local Rules, e.g., L.R. 79-5, and all Orders of this Court regarding
17 the filing of sealed information.

18 4. Nothing in this Order shall prohibit the transmission or communication of
19 CONFIDENTIAL or HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY
20 information between and among qualified recipients:

21 a. By hand delivery;
22 b. In sealed envelopes; or
23 c. By telephone, facsimile, e-mail or other electronic transmission
24 system; or where, under the circumstances, there is no reasonable likelihood that the
25 transmission will be intercepted or misused by any person who is not a qualified
26 recipient.

27 5. CONFIDENTIAL and HIGHLY CONFIDENTIAL-ATTORNEYS' EYES
28 ONLY information shall not be copied or otherwise produced by a Receiving Party,

1 except for transmission to qualified recipients, without the written permission of the
2 Producing Party, or, in the alternative, by further Order of the Court. Nothing herein
3 shall, however, restrict a qualified recipient from making working copies, abstracts,
4 digests and analyses of CONFIDENTIAL or HIGHLY CONFIDENTIAL-
5 ATTORNEYS' EYES ONLY information for use in connection with this litigation.
6 Such working copies, abstracts, digests and analyses shall be deemed
7 CONFIDENTIAL or HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY
8 information under the terms of this Order.

9 **I. NONPARTY USE OF THIS PROTECTIVE ORDER**

10 1. A nonparty producing information or material voluntarily or pursuant to a
11 subpoena or a court order may designate such material or information as
12 CONFIDENTIAL or HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY
13 information pursuant to the terms of this Stipulated Protective Order.
14

15 2. A nonparty's use of this Stipulated Protective Order to protect its
16 CONFIDENTIAL or HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY
17 information does not by itself entitle the nonparty to access to CONFIDENTIAL or
18 HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY information produced by
19 any party in this case.

20 **J. MISCELLANEOUS PROVISIONS**

21 1. Any of the notice requirements herein may be waived, in whole or in part,
22 but only in writing signed by the attorney-in-charge for the party against whom such
23 waiver will be effective.

24 2. The inadvertent or unintentional production of documents or information
25 containing CONFIDENTIAL and/or HIGHLY CONFIDENTIAL-ATTORNEYS'
26 EYES ONLY information which are not so designated shall not be deemed a waiver
27 in whole or in part of a claim for confidential treatment.
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3. Within sixty (60) days after the entry of a final non-appealable judgment or order, or the complete settlement of all claims asserted against all parties in the action, each party shall, at its option, either return to the Producing Party or destroy all physical objects, and all documents marked CONFIDENTIAL or HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY which were received from the Producing Party, and shall destroy in whatever form stored or reproduced, all physical objects, and documents, including but not limited to, correspondence, memoranda, notes and other work product materials, which contain or refer to CONFIDENTIAL or HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY information. Notwithstanding this provision, outside litigation counsel of record is not required to delete information that may reside on their respective electronic back-up systems that are over-written in the normal course of business.

Notwithstanding the foregoing, counsel shall be entitled to maintain copies of all pleadings, motions and trial briefs (including all supporting and opposing papers and exhibits thereto), written discovery requests and responses (and exhibits thereto), deposition transcripts (and exhibits thereto), trial transcripts, and exhibits offered or introduced into evidence in any hearing or trial.

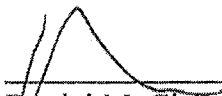
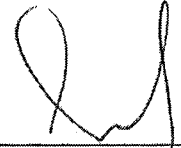
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4. This Order is entered without prejudice to the right of any party to apply to the Court at any time for additional protection, or to relax or rescind the restrictions of this Order, when convenience or necessity requires it. No modification by the parties shall have the force or effect of the Court order unless the Court approves the modification.

DATED: April 5, 2013

Respectfully submitted,
CISLO & THOMAS LLP

By:  

Daniel M. Cisto, Esq.
Mark D. Nielsen, Esq.
Attorneys for Plaintiff
WORLD TRADING 23, INC.

Dated: April 5, 2013

COTMAN IP LAW GROUP, PLC

/s/Nelson E. Brestoff

Nelson E. Brestoff
Daniel C. Cotman
Counsel Defendants, EDO Trading, Inc.,
Edvin Karapetian, Edward Minasyan,
and Lena Amerkhanian

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ORDER

The foregoing Stipulated Protective Order is hereby APPROVED.

Dated: 4/8/13



Hon. Charles F. Eick
United States Magistrate Judge

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 3 Nelson E. Brestoff, *of counsel*, (SBN 065291)
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 11 and Lena Amerkhanian

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 15 Attorneys for Plaintiff,
 16 WOLRD TRADING 32, INC.

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

15	WORLD TRADING 23, INC., a)	Case No. 2:12-cv-10886-ODW-E
16	California corporation,)	
17)	Hon. Charles F. Eick
18	Plaintiff,)	
19)	EXHIBIT A TO STIPULATED
20	v.)	PROTECTIVE ORDER
21)	
22	EDO TRADING, INC., a California)	
23	corporation, EDVIN KARAPETIAN,)	Complaint Filed: 12/21/2012
24	an individual residing in California,)	
25	EDWARD MINASYAN, an individual)	
26	residing in California, LENA)	
27	AMERKHANIAN, an individual)	
28	residing in California, and DOES 1-9,)	
	inclusive,)	
)	
	Defendants.)	

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AGREEMENT TO BE BOUND BY
STIPULATED PROTECTIVE ORDER

I, _____, state:

1. I reside at _____.

2. My present employer is _____.

3. My present occupation or job description is _____.

4. I have read the Stipulated Protective Order dated _____ 2013, and have been engaged as _____ on behalf of _____ in the preparation and conduct of the subject litigation.

5. I am fully familiar with and agree to comply with and be bound by the provisions of said Order. I understand that I am to retain all copies of any documents and/or physical objects designated as CONFIDENTIAL or HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY information in a secure manner, and that where upon the copies in any writings prepared by me containing any CONFIDENTIAL or HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY information are to be returned to counsel who provided me with such material.

6. I will not disclose confidentiality designated information to persons other than those specifically authorized by said Order, and will not copy or use except solely for the purpose of this action, any information obtained pursuant to said Order, except as provided in said Order. I also agree to notify any assistants, who are required to assist me, of the terms of said Order and I will direct these assistants to comply with the terms of said Order.

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7. In accordance with Section E. 2 of the Protective Order (if applicable), I have attached my resume, curriculum vitae or other information to this executed Confidentiality Agreement sufficient to identify my current employer and employment history for the past five (5) years, including all consulting relationships.

I state under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on this ___ day of _____ 2013.
