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8           UNITED STATES DISTRICT COURT  
9           CENTRAL DISTRICT OF CALIFORNIA  
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11           CASSANDRA WILSON, and all  
12 other individuals similarly situated,  
13           Plaintiff,  
14           vs.  
15           THEODORE F. CRAVER, JR.,  
16 and ROBERT BOADA,  
17           Defendants.

18  
19           Case No. LACV15-09139 JAK (PJWx)  
20           **STIPULATED PROTECTIVE  
21 ORDER**

22           **DISCOVERY MATTER**

1    1. **A. PURPOSES AND LIMITATIONS**

2       Discovery in this action is likely to involve production of confidential,  
3 proprietary, or private information for which special protection from public  
4 disclosure and from use for any purpose other than prosecuting this litigation may  
5 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
6 enter the following Stipulated Protective Order. The parties acknowledge that this  
7 Order does not confer blanket protections on all disclosures or responses to  
8 discovery and that the protection it affords from public disclosure and use extends  
9 only to the limited information or items that are entitled to confidential treatment  
10 under the applicable legal principles. The parties further acknowledge, as set forth  
11 in Section 12.3, below, that this Stipulated Protective Order does not entitle them to  
12 file confidential information under seal; Civil Local Rule 79-5 sets forth the  
13 procedures that must be followed and the standards that will be applied when a party  
14 seeks permission from the court to file material under seal.

15      **B. GOOD CAUSE STATEMENT**

16       This action is likely to involve valuable commercial, financial, regulatory,  
17 research, development, technical and/or proprietary information for which special  
18 protection from public disclosure and from use for any purpose other than  
19 prosecution of this action is warranted. Such confidential and proprietary materials  
20 and information consist of, among other things, confidential business or financial  
21 information, information regarding confidential business practices, or other  
22 confidential research, development, or commercial information (including  
23 information implicating privacy rights of third parties), information otherwise  
24 generally unavailable to the public, or which may be privileged or otherwise  
25 protected from disclosure under state or federal statutes, court rules, case decisions,  
26 or common law. Accordingly, to expedite the flow of information, to facilitate the  
27 prompt resolution of disputes over confidentiality of discovery materials, to ensure  
28 adequately protect information the parties are entitled to keep confidential, to ensure

1 that the parties are permitted reasonable necessary uses of such material in  
2 preparation for and in the conduct of trial, to address their handling at the end of the  
3 litigation, and serve the ends of justice, a protective order for such information is  
4 justified in this matter. It is the intent of the parties that information will not be  
5 designated as confidential for tactical reasons and that nothing be so designated  
6 without a good faith belief that it has been maintained in a confidential, non-public  
7 manner, and there is good cause why it should not be part of the public record of this  
8 case.

9 2. **DEFINITIONS**

10 2.1 **Action:** *Wilson v. Edison Int'l et al.*, No. LACV15-09139 JAK (PJWx)  
11 (C.D. Cal.).

12 2.2 **Challenging Party:** a Party or Non-Party that challenges the designation  
13 of information or items under this Order.

14 2.3 **“CONFIDENTIAL” Information or Items:** information (regardless of  
15 how it is generated, stored or maintained) or tangible things that qualify for  
16 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
17 the Good Cause Statement.

18 2.4 **Counsel:** Outside Counsel of Record and House Counsel (as well as  
19 their support staff).

20 2.5 **Designating Party:** a Party or Non-Party that designates information or  
21 items that it produces in disclosures or in responses to discovery as  
22 “CONFIDENTIAL.”

23 2.6 **Disclosure or Discovery Material:** all items or information, regardless  
24 of the medium or manner in which it is generated, stored, or maintained (including,  
25 among other things, testimony, transcripts, and tangible things), that are produced or  
26 generated in disclosures or responses to discovery in this matter.

27 2.7 **Expert:** a person with specialized knowledge or experience in a matter  
28 pertinent to the litigation who has been retained by a Party or its counsel to serve as

1 an expert witness or as a consultant in this Action.

2       2.8 House Counsel: attorneys who are employees of a current or former  
3 party to this Action. House Counsel does not include Outside Counsel of Record or  
4 any other outside counsel.

5       2.9 Non-Party: any natural person, partnership, corporation, association, or  
6 other legal entity not named as a current or former Party to this action.

7       2.10 Outside Counsel of Record: attorneys who are not employees of a party  
8 to this Action but are retained to represent or advise a party to this Action and have  
9 appeared in this Action on behalf of that party or are affiliated with a law firm which  
10 has appeared on behalf of that party, and includes support staff.

11       2.11 Party: any party to this Action, including all of its officers, directors,  
12 employees, consultants, retained experts, and Outside Counsel of Record (and their  
13 support staffs).

14       2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
15 Discovery Material in this Action.

16       2.13 Professional Vendors: persons or entities that provide litigation support  
17 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
18 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
19 and their employees and subcontractors.

20       2.14 Protected Material: any Disclosure or Discovery Material that is  
21 designated as “CONFIDENTIAL.”

22       2.15 Receiving Party: a Party that receives Disclosure or Discovery  
23 Material from a Producing Party.

24       3. SCOPE

25       The protections conferred by this Stipulation and Order cover not only  
26 Protected Material (as defined above), but also (1) any information copied or  
27 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
28 compilations of Protected Material; and (3) any testimony, conversations, or

1 presentations by Parties or their Counsel that might reveal Protected Material.

2 Any use of Protected Material at trial shall be governed by the orders of the  
3 trial judge. This Order does not govern the use of Protected Material at trial.

4 **DURATION**

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

13 **DESIGNATING PROTECTED MATERIAL**

14 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

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

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

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

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

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

7              Designation in conformity with this Order requires:

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

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

1                             (b) for testimony given in depositions that the Designating Party  
2 identify the Disclosure or Discovery Material within 30 days after the close of the  
3 deposition.

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

10                         5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
11 failure to designate qualified information or items does not, standing alone, waive  
12 the Designating Party’s right to secure protection under this Order for such material.  
13 Upon timely correction of a designation, the Receiving Party must make reasonable  
14 efforts to assure that the material is treated in accordance with the provisions of this  
15 Order.

16                         6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

17                         6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
18 designation of confidentiality at any time that is consistent with the Court’s  
19 Scheduling Order.

20                         6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
21 resolution process under Local Rule 37.1 et seq.

22                         6.3 The burden of persuasion in any such challenge proceeding shall be on  
23 the Designating Party. Frivolous challenges, and those made for an improper  
24 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
25 parties) may expose the Challenging Party to sanctions. Unless the Designating  
26 Party has waived or withdrawn the confidentiality designation, all parties shall  
27 continue to afford the material in question the level of protection to which it is  
28 entitled under the Producing Party’s designation until the Court rules on the

1 challenge.

2     7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

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

17           (a) the Receiving Party’s Outside Counsel of Record in this Action,  
18 as well as employees of said Outside Counsel of Record to whom it is reasonably  
19 necessary to disclose the information for this Action;

20           (b) the officers, directors, and employees of the Receiving Party, as  
21 well as House Counsel, to whom disclosure is reasonably necessary for this Action;

22           (c) Experts (as defined in this Order) of the Receiving Party to  
23 whom disclosure is reasonably necessary for this Action and who have signed the  
24 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

25           (d) the Court and its personnel;

26           (e) court reporters and their staff;

27           (f) professional jury or trial consultants, mock jurors, and  
28 Professional Vendors to whom disclosure is reasonably necessary for this Action

1 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
2 A);

3                     (g) the author or recipient of a document containing the information  
4 or a custodian or other person who otherwise possessed or knew the information;

5                     (h) during their depositions, witnesses, and attorneys for witnesses,  
6 in the Action to whom disclosure is reasonably necessary provided: (1) the deposing  
7 party requests that the witness sign the form attached as Exhibit 1 hereto; and (2)  
8 they will not be permitted to keep any confidential information unless they sign the  
9 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
10 agreed by the Designating Party or ordered by the Court. Pages of transcribed  
11 deposition testimony or exhibits to depositions that reveal Protected Material may  
12 be separately bound by the court reporter and may not be disclosed to anyone except  
13 as permitted under this Stipulated Protective Order; and

14                     (i) any mediator or settlement officer, and their supporting  
15 personnel, mutually agreed upon by any of the parties engaged in settlement  
16 discussions.

17 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
18 IN OTHER LITIGATION

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

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

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

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

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

11 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE  
12 PRODUCED IN THIS LITIGATION

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

28 (3) make the information requested available for inspection by

1 the Non-Party, if requested.

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

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 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
14 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
15 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
16 persons to whom unauthorized disclosures were made of all the terms of this 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 include those set forth in Federal Rule of  
24 Civil Procedure 26(b)(5)(B). A Producing Party's inadvertent production of such  
25 material shall not constitute a waiver with respect to such material or generally of  
26 such privilege or other protection. If a Receiving Party receives materials that  
27 appear to be subject to an attorney-client privilege, the common interest privilege, or  
28 otherwise protected by a discovery privilege or immunity, the Receiving Party must

1 refrain from further use or examination of the materials that may be privileged, and  
2 shall immediately notify the Producing Party, in writing, that he or she possesses  
3 material that appears to be privileged. In the event a Producing Party discovers it has  
4 disclosed material that is subject to a claim of privilege or other protection, the  
5 Producing Party may provide notice to the Receiving Parties advising of the  
6 disclosure and requesting return or destruction of the material. Upon such notice, the  
7 Receiving Parties shall make no further use or examination of the material and shall  
8 immediately segregate them in a manner that will prevent further disclosure or  
9 dissemination of their contents, and, within ten days of receiving such notice, shall  
10 destroy or return all original documents identified by the Producing Party in such  
11 notice (whether electronic or hard copy), shall destroy or delete any and all copies  
12 (whether electronic or hard copy), and shall expunge from any other document  
13 information or material derived from the produced material. The Producing Party  
14 will provide the Receiving Parties with a privilege log that reasonably identifies the  
15 basis for the assertion of privilege or protection.

16 If, based on (1) the privilege log entries provided by the Producing Party, or  
17 (2) the Receiving Party's review of documents that occurred prior to the assertion of  
18 privilege and claw-back, there is a dispute over whether the clawed back documents  
19 at issue are protected from disclosure by virtue of a privilege or immunity from  
20 discovery, the original documents shall nevertheless be immediately destroyed or  
21 returned to the Producing Party along with all copies (whether electronic or hard  
22 copy) thereof. All counsel shall undertake reasonable efforts to resolve the issue of  
23 whether the documents are privileged without court intervention. To the extent  
24 counsel cannot resolve the issue, the Receiving Party may bring a motion to compel  
25 production of the material, but may not assert as a ground for compelling production  
26 the fact or circumstance that the material had already been produced. In conjunction  
27 with such a motion, the Receiving Party may request the Court review in camera the  
28 clawed back documents at issue, and, if the Court so orders, the Producing Party

1 shall provide the documents under seal to the Court for in-camera review. In the  
2 event of a motion to compel production of the documents, the burden is on the  
3 Producing Party to provide, in its opposition to the motion to compel, information  
4 regarding the content and context of the documents sufficient to establish the  
5 applicability of any asserted privilege or immunity from discovery.

6        This provision is not intended to modify whatever procedure may be  
7 established in an e-discovery order that provides for production without prior  
8 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
9 parties reach an agreement on the effect of disclosure of a communication or  
10 information covered by the attorney-client privilege or work product protection, the  
11 parties may incorporate their agreement in the stipulated protective order submitted  
12 to the court.

13      **12. MISCELLANEOUS**

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

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

21        12.3 Filing Protected Material. A Party that seeks to file under seal any  
22 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
23 only be filed under seal pursuant to a court order authorizing the sealing of the  
24 specific Protected Material at issue. If a Party's request to file Protected Material  
25 under seal is denied by the court, then the Receiving Party may file the information  
26 in the public record unless otherwise instructed by the court.

27      **13. FINAL DISPOSITION**

28        After the final disposition of this Action, as defined in paragraph 4, within 60

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

18 14. Any violation of this Order may be punished by any and all appropriate  
19 measures including, without limitation, contempt proceedings and/or monetary  
20 sanctions.

21 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

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1 DATED: October 11, 2016

MUNGER, TOLLES & OLSON LLP  
HENRY WEISSMANN  
JOHN M. GILDERSLEEVE  
JORDAN X. NAVARRETTE

4 By: s/ John M. Gildersleeve  
5 JOHN M. GILDERSLEEVE

6  
7 Attorneys for Defendants  
8 THEODORE F. CRAVER, JR.  
and ROBERT BOADA

9  
10 DATED: October 11, 2016

ZAMANSKY LLC  
JACOB H. ZAMANSKY  
SAMUEL E. BONDEROFF  
EDWARD H. GLENN JR.

11  
12 KIRBY NOONAN LANCE & HOGE LLP  
13 MICHAEL L. KIRBY  
14

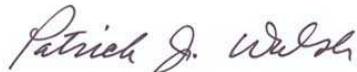
15 By: s/ Samuel E. Bonderoff  
16 SAMUEL E. BONDEROFF

17  
18 Attorneys for Plaintiff  
19 CASSANDRA WILSON  
20

Pursuant to Local Rule 5-4.3.4, I, John M. Gildersleeve, attest that the above  
signatory has authorized this filing and concurs in its content.

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED October 12, 2016



Hon. Patrick J. Walsh  
United States Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of  
4 \_\_\_\_\_ [print or type full address], declare  
5 under penalty of perjury that I have read in its entirety and understand the Stipulated  
6 Protective Order that was issued by the United States District Court for the Central  
7 District of California on \_\_\_\_\_ in the case of *Wilson v. Edison Int'l et al.*,  
8 No. LACV15-09139 JAK (PJWx) (C.D. Cal.). I agree to comply with and to be  
9 bound by all the terms of this Stipulated Protective Order and I understand and  
10 acknowledge that failure to so comply could expose me to sanctions and punishment  
11 in the nature of contempt. I solemnly promise that I will not disclose in any manner  
12 any information or item that is subject to this Stipulated Protective Order to any  
13 person or entity except in strict compliance with the provisions of this Order.  
14 I further agree to submit to the jurisdiction of the United States District Court for the  
15 Central District of California for the purpose of enforcing the terms of this  
16 Stipulated Protective Order, even if such enforcement proceedings occur after  
17 termination of this action. I hereby appoint \_\_\_\_\_ [print  
18 or type full name] of \_\_\_\_\_ [print or type  
19 full address and telephone number] as my California agent for service of process in  
20 connection with this action or any proceedings related to enforcement of this  
21 Stipulated Protective Order.

22

23 Date: \_\_\_\_\_

24 City and State where sworn and signed: \_\_\_\_\_

25 Printed name: \_\_\_\_\_

26

27 Signature: \_\_\_\_\_

28