

1 **1. A. PURPOSE 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
12 to 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
14 party seeks permission from the court to file material under seal.

15
16 **1. B. GOOD CAUSE STATEMENT**

17 This action is likely to involve trade secrets, customer and pricing lists and
18 other valuable research, development, commercial, financial and/or technical
19 information for which special protection from public disclosure and from use for
20 any purpose other than prosecution of this action is warranted. Such confidential
21 materials and information consist of, among other things, confidential business or
22 financial information, information regarding purchase and sale prices of fabric or
23 garments by suppliers, manufacturers, importers, distributors or fashion retailers,
24 information regarding business practices, information regarding the creation,
25 purchase or sale of graphics used on textiles and garments, or other confidential
26 commercial information (including information implicating privacy rights of third
27 parties), information generally unavailable to the public, or which may be
28 privileged or otherwise protected from disclosure under state or federal rules, court

1 rules, case decisions, or common law. Accordingly, to expedite the flow of
2 information, to facilitate the prompt resolution of disputes over confidentiality of
3 discovery materials, to adequately protect information the parties are entitled to
4 keep confidential, to ensure that the parties are permitted reasonable necessary uses
5 of such material in preparation for and in the conduct of trial, to address their
6 handling at the end of the litigation, and serve the ends of justice, a protective order
7 for such information is justified in this matter. It is the intent of the parties that
8 information will not be designated as confidential for tactical reasons and that
9 nothing be so designated without a good faith belief that it has been maintained in a
10 confidential, non-public manner, and there is good cause why it should not be part
11 of the public record of this case.

12 13 **2. DEFINITIONS**

14 2.1 Action: This pending federal law suit, Unicolors, Inc. v. J One
15 Trading, et al., 2:16-cv-08676-BRO (AJWx).

16 2.2 Challenging Party: a Party or Non-Party that challenges the
17 designation of information or items under this Order.

18 2.3 Confidential and Highly Confidential:

19 (a) “CONFIDENTIAL” Information or Items: information
20 (regardless of how it is generated, stored or maintained) or
21 tangible things that qualify for protection under Federal Rule of
22 Civil Procedure 26(c), and as specified above in the Good
23 Cause Statement.

24 (b) “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
25 Information or Items: CONFIDENTIAL information as defined
26 in paragraph 2.3 above, that contains highly sensitive business
27 or personal information, the disclosure of which is highly likely
28

1 to cause significant harm to an individual or to the business or
2 competitive position of the Designating Party.

3 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
4 their support staff).

5 2.5 Designating Party: a Party or Non-Party that designates information or
6 items that it produces in disclosures or in responses to discovery as
7 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
8 ONLY.”

9 2.6 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
12 or generated in disclosures or responses to discovery in this matter.

13 2.7 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
15 as an expert witness or as a consultant in this Action.

16 2.8 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 2.9 Non-Party: any natural person, partnership, corporation, association,
20 or other legal entity not named as a Party to this action.

21 2.10 Outside Counsel of Record: attorneys who are not employees of a
22 party to this Action but are retained to represent or advise a party to this Action
23 and have appeared in this Action on behalf of that party or are affiliated with a law
24 firm which has appeared on behalf of that party, and includes support staff.

25 2.11 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 staffs).

1 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
2 Discovery Material in this Action.

3 2.13 Professional Vendors: persons or entities that provide litigation
4 support 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 2.14 Protected Material: any Disclosure or Discovery Material that is
8 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
9 ATTORNEYS’ EYES ONLY.”

10 2.15 Receiving Party: a Party that receives Disclosure or Discovery
11 Material from a Producing Party.

12
13 **3. SCOPE**

14 The protections conferred by this Stipulation and Order cover not only
15 Protected Material (as defined above), but also (1) any information copied or
16 extracted from Protected Material; (2) all copies, excerpts, summaries, or
17 compilations of Protected Material; and (3) any testimony, conversations, or
18 presentations by Parties or their Counsel that might reveal Protected Material.

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

21
22 **4. DURATION**

23 Even after final disposition of this litigation, the confidentiality obligations
24 imposed by this Order shall remain in effect until a Designating Party agrees
25 otherwise in writing or a court order otherwise directs. Final disposition shall be
26 deemed to be the later of (1) dismissal of all claims and defenses in this Action,
27 with or without prejudice; and (2) final judgment herein after the completion and
28 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,

1 including the time limits for filing any motions or applications for extension of
2 time pursuant to applicable law.

3
4 **5. DESIGNATING PROTECTED MATERIAL**

5 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

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

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

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

21 **5.2 Manner and Timing of Designations.** Except as otherwise provided in
22 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
23 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
24 under this Order must be clearly so designated before the material is disclosed or
25 produced.

26 Designation in conformity with this Order requires:

- 27 (a) for information in documentary form (e.g., paper or electronic
28 documents, but excluding transcripts of depositions or other

1 pretrial or trial proceedings), that the Producing Party affix at a
2 minimum, the legend “CONFIDENTIAL” or “HIGHLY
3 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
4 (hereinafter “CONFIDENTIAL” OR “HIGHLY
5 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” legend), to
6 each page that contains protected material. If only a portion or
7 portions of the material on a page qualifies for protection, the
8 Producing Party also must clearly identify the protected
9 portion(s) (e.g., by making appropriate markings in the
10 margins). A Party or Non-Party that makes original documents
11 available for inspection need not designate them for protection
12 until after the inspecting Party has indicated which documents it
13 would like copied and produced. During the inspection and
14 before the designation, all of the material made available for
15 inspection shall be deemed “CONFIDENTIAL.” or “HIGHLY
16 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the
17 inspecting Party has identified the documents it wants copied
18 and produced, the Producing Party must determine which
19 documents, or portions thereof, qualify for protection under this
20 Order. Then, before producing the specified documents, the
21 Producing Party must affix the “CONFIDENTIAL” or
22 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
23 legend to each page that contains Protected Material. If only a
24 portion or portions of the material on a page qualifies for
25 protection, the Producing Party also must clearly identify the
26 protected portion(s) (e.g., by making appropriate markings in
27 the margins);
28

- 1 (b) for testimony given in depositions that the Designating Party
2 identify the Disclosure or Discovery Material on the record,
3 before the close of the deposition all protected testimony; and
4 (c) for information produced in some form other than documentary
5 and for any other tangible items, that the Producing Party affix
6 in a prominent place on the exterior of the container or
7 containers in which the information is stored the legend
8 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
9 ATTORNEYS’ EYES ONLY.” If only a portion or portions of
10 the information warrants protection, the Producing Party, to the
11 extent practicable, shall identify the protected portion(s).

12 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
13 failure to designate qualified information or items does not, standing alone, waive
14 the Designating Party’s right to secure protection under this Order for such
15 material. Upon timely correction of a designation, the Receiving Party must make
16 reasonable efforts to assure that the material is treated in accordance with the
17 provisions of this Order.
18

19 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

20 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
21 designation of confidentiality at any time that is consistent with the Court’s
22 Scheduling Order.

23 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
24 resolution process under Local Rule 37.1 et seq.

25 6.3 The burden of persuasion in any such challenge proceeding shall be
26 on the Designating Party. Frivolous challenges, and those made for an improper
27 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
28 parties) may expose the Challenging Party to sanctions. Unless the Designating

1 Party has waived or withdrawn the confidentiality designation, all parties shall
2 continue to afford the material in question the level of protection to which it is
3 entitled under the Producing Party’s designation until the Court rules on the
4 challenge.

5
6 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

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

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

17 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
18 otherwise ordered by the court or permitted in writing by the Designating Party, a
19 Receiving Party may disclose any information or item designated
20 “CONFIDENTIAL” only to:

- 21 (a) the Receiving Party’s Outside Counsel of Record in this Action,
22 as well as employees of said Outside Counsel of Record to
23 whom it is reasonably necessary to disclose the information for
24 this Action;
- 25 (b) the officers, directors, and employees (including House
26 Counsel) of the Receiving Party to whom disclosure is
27 reasonably necessary for this Action;
- 28

- 1 (c) Experts (as defined in this Order) of the Receiving Party to
2 whom disclosure is reasonably necessary for this Action and
3 who have signed the “Acknowledgment and Agreement to Be
4 Bound” (Exhibit A);
- 5 (d) the court and its personnel;
- 6 (e) court reporters and their staff;
- 7 (f) professional jury or trial consultants, mock jurors, and
8 Professional Vendors to whom disclosure is reasonably
9 necessary for this Action and who have signed the
10 “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 11 (g) the author or recipient of a document containing the
12 information or a custodian or other person who otherwise
13 possessed or knew the information;
- 14 (h) during their depositions, witnesses ,and attorneys for witnesses,
15 in the Action to whom disclosure is reasonably necessary
16 provided: (1) the deposing party requests that the witness sign
17 the form attached as Exhibit 1 hereto; and (2) they will not be
18 permitted to keep any confidential information unless they sign
19 the “Acknowledgment and Agreement to Be Bound” (Exhibit
20 A), unless otherwise agreed by the Designating Party or ordered
21 by the court. Pages of transcribed deposition testimony or
22 exhibits to depositions that reveal Protected Material may be
23 separately bound by the court reporter and may not be disclosed
24 to anyone except as permitted under this Stipulated Protective
25 Order; and
- 26 (i) any mediator or settlement officer, and their supporting
27 personnel, mutually agreed upon by any of the parties engaged
28 in settlement discussions.

1 7.3 Disclosure of Information or Items designated “HIGHLY
2 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”. Unless otherwise ordered by
3 the court or permitted in writing by the Designating Party, a Receiving Party may
4 disclose any information or item designated “HIGHLY CONFIDENTIAL –
5 ATTORNEYS’ EYES ONLY” only to:

- 6 (a) the Receiving Party’s Outside Counsel of Record in this Action,
7 as well as employees of said Outside Counsel of Record in this
8 Action, as necessary to disclose the information for this Action;
9 (b) Experts (as defined in this Order) of the Receiving Party to
10 whom disclosure is reasonably necessary for this Action and
11 who have signed the “Acknowledgment and Agreement to Be
12 Bound” (Exhibit A);
13 (c) the Court and its personnel;
14 (d) court reporters and their staff;
15 (e) professional jury and trial consultants, mock jurors, and
16 Professional Vendors to whom disclosure is reasonably
17 necessary for this Action and who signed the
18 “Acknowledgment and Agreement to Be Bound” (Exhibit A);
19 (f) the author or recipient of a document containing the
20 information or a custodian or other persona who otherwise
21 possessed or knew the information;
22 (g) during their depositions, witnesses, and attorneys for the
23 witnesses, in the Action to whom disclosure is reasonably
24 necessary provided: (1) the deposing party requests that the
25 witness sign the form attached as Exhibit A hereto; and (2) they
26 will not be permitted to keep any CONFIDENTIAL
27 information unless they sign the “Acknowledgment and
28 Agreement to Be Bound” (Exhibit A), unless otherwise agreed

1 by the Designating Party or ordered by the Court. Pages of
2 transcribed deposition testimony or exhibits to depositions that
3 reveal Protected Material may be separately bound by the court
4 reporter and may not be disclosed to anyone except as permitted
5 under this Stipulated Protective Order; and

- 6 (h) any mediator or settlement officer, and their supporting
7 personnel, mutually agreed upon by any of the parties engaged
8 in settlement discussions.
9

10 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
11 **PRODUCED IN OTHER LITIGATION**

12 If a Party is served with a subpoena or a court order issued in other litigation
13 that compels disclosure of any information or items designated in this Action as
14 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
15 ONLY,” that Party must:

- 16 (a) promptly notify in writing the Designating Party. Such notification
17 shall include a copy of the subpoena or court order;
- 18 (b) promptly notify in writing the party who caused the subpoena or order
19 to issue in the other litigation that some or all of the material covered
20 by the subpoena or order is subject to this Protective Order. Such
21 notification shall include a copy of this Stipulated Protective Order;
22 and
- 23 (c) cooperate with respect to all reasonable procedures sought to be
24 pursued by the Designating Party whose Protected Material may be
25 affected. If the Designating Party timely seeks a protective order, the
26 Party served with the subpoena or court order shall not produce any
27 information designated in this action as “CONFIDENTIAL” or
28 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before

1 a determination by the court from which the subpoena or order issued,
2 unless the Party has obtained the Designating Party's permission. The
3 Designating Party shall bear the burden and expense of seeking
4 protection in that court of its confidential material and nothing in
5 these provisions should be construed as authorizing or encouraging a
6 Receiving Party in this Action to disobey a lawful directive from
7 another court.
8

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

11 9.1 The terms of this Order are applicable to information produced by a
12 Non-Party in this Action and designated as "CONFIDENTIAL." Such information
13 produced by Non-Parties in connection with this litigation is protected by the
14 remedies and relief provided by this Order. Nothing in these provisions should be
15 construed as prohibiting a Non-Party from seeking additional protections.

16 9.2 In the event that a Party is required, by a valid discovery request, to
17 produce a Non-Party's confidential information in its possession, and the Party is
18 subject to an agreement with the Non-Party not to produce the Non-Party's
19 confidential information, then the Party shall:

- 20 (a) promptly notify in writing the Requesting Party and the Non-
21 Party that some or all of the information requested is subject to
22 a confidentiality agreement with a Non-Party;
- 23 (b) promptly provide the Non-Party with a copy of the Stipulated
24 Protective Order in this Action, the relevant discovery
25 request(s), and a reasonably specific description of the
26 information requested; and
- 27 (c) make the information requested available for inspection by the
28 Non-Party, if requested. If the Non-Party fails to seek a

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

11
12 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

22
23 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**
24 **OTHERWISE PROTECTED MATERIAL**

25 When a Producing Party gives notice to Receiving Parties that certain
26 inadvertently produced material is subject to a claim of privilege or other
27 protection, the obligations of the Receiving Parties are those set forth in Federal
28 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify

1 whatever procedure may be established in an e-discovery order that provides for
2 production without prior privilege review. Pursuant to Federal Rule of Evidence
3 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
4 of a communication or information covered by the attorney-client privilege or
5 work product protection, the parties may incorporate their agreement in the
6 stipulated protective order submitted to the court.

7
8 **12. MISCELLANEOUS**

9 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
10 person to seek its modification by the Court in the future.

11 12.2 Right to Assert Other Objections. By stipulating to the entry of this
12 Protective Order no Party waives any right it otherwise would have to object to
13 disclosing or producing any information or item on any ground not addressed in
14 this Stipulated Protective Order. Similarly, no Party waives any right to object on
15 any ground to use in evidence of any of the material covered by this Protective
16 Order.

17 13.2 Filing Protected Material. A Party that seeks to file under seal any
18 Protected Material must comply with Civil Local Rule 79-5. Protected Material
19 may only be filed under seal pursuant to a court order authorizing the sealing of the
20 specific Protected Material at issue. If a Party's request to file Protected Material
21 under seal is denied by the court, then the Receiving Party may file the information
22 in the public record unless otherwise instructed by the court.

23
24 **13. FINAL DISPOSITION**

25 After the final disposition of this Action, as defined in paragraph 4, within
26 60 days of a written request by the Designating Party, each Receiving Party must
27 return all Protected Material to the Producing Party or destroy such material. As
28 used in this subdivision, "all Protected Material" includes all copies, abstracts,

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

15
16 **14. VIOLATION OF ORDER**

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

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1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2
3 Dated: August 16, 2017

By: /s/ Scott A. Burroughs
Scott A. Burroughs, Esq.
Trevor W. Barrett, Esq.
Attorneys for Plaintiff
Unicolors, Inc.

6
7 Dated: August 16, 2017

By: /s/ Mindy S. Bae
Francis S. Ryu, Esq.
Mindy S. Bae, Esq.
Attorneys for Defendants
J ONE TRADING, INC. and
ROSS STORES INC.

11
12
13 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

14
15 Dated: August 23, 2017



16 Hon. Andrew J. Wistrich
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],

5 declare under penalty of perjury that I have read in its entirety and understand the
6 Stipulated Protective Order that was issued by the United States District Court for
7 the Central District of California on _____ in the case of *UNICOLORS,*
8 *INC. v. J ONE TRADING, INC., et al., 2:16-cv-08676-BRO (AJWx)*. I agree to
9 comply with and to be bound by all the terms of this Stipulated Protective Order
10 and I understand and acknowledge that failure to so comply could expose me to
11 sanctions and punishment in the nature of contempt. I solemnly promise that I will
12 not disclose in any manner any information or item that is subject to this Stipulated
13 Protective Order to any person or entity except in strict compliance with the
14 provisions of this Order.

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

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

24
25 Dated: _____

26 Printed name: _____

27 Signature: _____

28 City and State where sworn and signed: _____