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24 **UNITED STATES DISTRICT COURT**
 25 **CENTRAL DISTRICT OF CALIFORNIA**

26 MICHELLE HIMES; DIANE
 27 SCURRAH; MARCIA BENJAMIN;
 28 and DANIEL BENJAMIN,

Case No.: 2:17-CV-06686-RGK-PJW
 [Assigned to Hon. R. Gary Klausner,
 Court Room 850]

Plaintiffs,

**STIPULATED
 PROTECTIVE ORDER¹**

vs.

SOMATICS, LLC

Defendant.

¹ This Stipulated Protective Order is substantially based on the model protective order provided under Magistrate Judge Patrick J. Walsh’s Procedures.

1 Plaintiffs, MICHELLE HIMES; DIANE SCURRAH; MARCIA BENJAMIN;
2 and DANIEL BENJAMIN (“Plaintiffs”), and Defendant, SOMATICS, LLC
3 (“Defendant”) (collectively the “Parties”), by and through their counsel of record,
4 hereby stipulate to, and jointly request the Court to issue, a protective order over
5 certain information and documents exchanged between the Parties pursuant to this
6 litigation.

7 1. A. PURPOSES AND LIMITATIONS

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

20 B. GOOD CAUSE STATEMENT

21 Good cause exists for the Court to enter this pretrial protective order. Plaintiffs
22 allege that they suffered severe and permanent cognitive impairment and memory loss
23 after electroconvulsive therapy (ECT) from a device manufactured and sold by
24 Defendant Somatics. Plaintiffs were referred to, and ultimately received, ECT after
25 years of suffering from severe mental illness, including depression. After undergoing
26 ECT, Plaintiffs allege that their pre-existing mental illness has been compounded by
27 significant physiological, psychological, and emotional harms sustained as a result of
28 ECT. Thus, prosecuting and defending this action requires an examination and

1 evaluation of sensitive, detailed, and private mental health treatment records, including
2 psychotherapy notes, which are afforded heightened privacy protections under Federal
3 and California law. This action is also likely to involve trade secrets, research,
4 development, commercial, financial, technical and/or proprietary information for which
5 special protection from public disclosure and from use for any purpose other than
6 prosecution of this action is warranted. Accordingly, to expedite the flow of
7 information, to facilitate the prompt resolution of disputes over confidentiality of
8 discovery materials, to adequately protect information the parties are entitled to keep
9 confidential, to ensure that the parties are permitted reasonable necessary uses of such
10 material in preparation for and in the conduct of trial, to address their handling at the
11 end of the litigation, and serve the ends of justice, a protective order for such
12 information is justified. It is the intent of the parties that information will not be
13 designated as confidential for tactical reasons and that nothing be so designated without
14 a good faith belief that it has been maintained in a confidential, non-public manner, and
15 there is good cause why it should not be part of the public record of this case.

16 2. DEFINITIONS

17 2.1 Action: this pending federal lawsuit.

18 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
19 information or items under this Order.

20 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how
21 it is generated, stored or maintained) or tangible things that qualify for protection under
22 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
23 Statement.

24 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
25 support staff).

26 2.5 Designating Party: a Party or Non-Party that designates information or
27 items that it produces in disclosures or in responses to discovery as
28 “CONFIDENTIAL.”

1 2.6 Disclosure or Discovery Material: all items or information, regardless of
2 the medium or manner in which it is generated, stored, or maintained (including, among
3 other things, testimony, transcripts, and tangible things), that are produced or generated
4 in disclosures or responses to discovery in this matter.

5 2.7 Expert: a person with specialized knowledge or experience in a matter
6 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
7 expert witness or as a consultant in this Action.

8 2.8 House Counsel: attorneys who are employees of a party to this action.
9 House Counsel does not include Outside Counsel of Record or any other outside
10 counsel.

11 2.9 Non-Party: any natural person, partnership, corporation, association, or
12 other legal entity not named as a Party to this action.

13 2.10 Outside Counsel of Record: attorneys who are not employees of a party to
14 this action but are retained to represent or advise a party to this action and have appeared
15 in this action on behalf of that party or are affiliated with a law firm which has appeared
16 on behalf of that party, and includes support staff.

17 2.11 Party: any party to this Action, including all of its officers, directors,
18 employees, consultants, retained experts, and Outside Counsel of Record (and their
19 support staffs).

20 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
21 Discovery Material in this action.

22 2.13 Professional Vendors: persons or entities that provide litigation support
23 services (e.g., photocopying, videotaping, translating, preparing exhibits or
24 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
25 their employees and subcontractors.

26 2.14 Protected Material: any Disclosure or Discovery Material that is
27 designated as “CONFIDENTIAL.”

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1 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
2 from a Producing Party.

3 3. SCOPE

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

9 Any use of Protected Material at trial shall be governed by a separate agreement
10 or order. This Order does not govern the use of Protected Material at trial.

11 4. DURATION

12 Once a case proceeds to trial, information that was designated as
13 CONFIDENTIAL or maintained pursuant to this protective order used or introduced as
14 an exhibit at trial becomes public and will be presumptively available to all members
15 of the public, including the press, unless compelling reasons supported by specific
16 factual findings to proceed otherwise are made to the trial judge in advance of the trial.
17 See *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1180-81 (9th Cir. 2006)
18 (distinguishing “good cause” showing for sealing documents produced in discovery
19 from “compelling reasons” standard when merits-related documents are part of court
20 record). Accordingly, the terms of this protective order do not extend beyond the
21 commencement of trial.

22 5. DESIGNATING PROTECTED MATERIAL

23 5.1 Exercise of Restraint and Care in Designating Material for Protection.

24 Each Party or Non-Party that designates information or items for protection under
25 this Order must take care to limit any such designation to specific material that qualifies
26 under the appropriate standards. The Designating Party must designate for protection
27 only those parts of material, documents, items or oral or written communications that
28 qualify so that other portions of the material, documents, items or communications for

1 which protection is not warranted are not swept unjustifiably within the ambit of this
2 Order.

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

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

11 5.2 Manner and Timing of Designations. Except as otherwise provided in this
12 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated
13 or ordered, Disclosure or Discovery Material that qualifies for protection under this
14 Order must be clearly so designated before the material is disclosed or produced.

15 Designation in conformity with this Order requires:

16 (a) for information in documentary form (e.g., paper or electronic
17 documents, but excluding transcripts of depositions or other pretrial or trial
18 proceedings), that the Producing Party affix at a minimum, the legend
19 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that
20 contains protected material. If only a portion of the material on a page qualifies for
21 protection, the Producing Party also must clearly identify the protected portion(s) (e.g.,
22 by making appropriate markings in the margins).

23 A Party or Non-Party that makes original documents available for inspection
24 need not designate them for protection until after the inspecting Party has indicated
25 which documents it would like copied and produced. During the inspection and before
26 the designation, all of the material made available for inspection shall be deemed
27 "CONFIDENTIAL." After the inspecting Party has identified the documents it wants
28 copied and produced, the Producing Party must determine which documents, or portions

1 thereof, qualify for protection under this Order. Then, before producing the specified
2 documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page
3 that contains Protected Material. If only a portion of the material on a page qualifies for
4 protection, the Producing Party also must clearly identify the protected portion(s) (e.g.,
5 by making appropriate markings in the margins).

6 (b) for testimony given in depositions, that the Designating Party identify
7 the Disclosure or Discovery Material on the record, before the close of the deposition.

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

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

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 Scheduling
22 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 Judicial Stipulation. Any challenge submitted to the Court shall be via a
26 joint stipulation pursuant to Local Rule 37-2.

27 6.4 The burden of persuasion in any such challenge proceeding shall be on the
28 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,

1 to harass or impose unnecessary expenses and burdens on other parties) may expose the
2 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn
3 the confidentiality designation, all parties shall continue to afford the material in
4 question the level of protection to which it is entitled under the Producing Party's
5 designation until the Court rules on the challenge.

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

14 7. ACCESS TO AND USE OF PROTECTED MATERIAL

15 7.1 Basic Principles. A Receiving Party may use Protected Material that is
16 disclosed or produced by another Party or by a Non-Party in connection with this Action
17 only for prosecuting, defending or attempting to settle this Action. Nothing in this
18 agreement shall preclude Plaintiffs' counsel, Baum Hedlund Aristei & Goldman, PC
19 ("Baum Hedlund") from seeking Protected Material that is produced in this case in any
20 other products liability actions concerning Somatics' ECT devices filed by Baum
21 Hedlund against Somatics. Such Protected Material may be disclosed only to the
22 categories of persons and under the conditions described in this Order. When the Action
23 has been terminated, a Receiving Party must comply with the provisions of section 13
24 below (FINAL DISPOSITION).

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

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1 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
2 ordered by the court or permitted in writing by the Designating Party, a Receiving Party
3 may disclose any information or item designated “CONFIDENTIAL” only to:

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

7 (b) the officers, directors, and employees (including House Counsel) of the
8 Receiving Party to whom disclosure is reasonably necessary for this Action;

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

12 (d) the court and its personnel;

13 (e) court reporters and their staff;

14 (f) professional jury or trial consultants, mock jurors, and Professional
15 Vendors to whom disclosure is reasonably necessary for this Action and who have
16 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

19 (h) Plaintiffs’ medical providers noticed for depositions or designated as
20 trial witnesses to the extent reasonably necessary to testify or in preparing to testify;

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

3 (j) any mediator or settlement officer, and their supporting personnel,
4 mutually agreed upon by any of the parties engaged in settlement discussions.

5 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
6 OTHER LITIGATION

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

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

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

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

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

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1 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
2 IN THIS LITIGATION

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

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

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

15 (2) promptly provide the Non-Party with a copy of the Stipulated
16 Protective Order in this Action, the relevant discovery request(s), and a reasonably
17 specific description of the information requested; and

18 (3) make the information requested available for inspection by the
19 Non-Party, if requested.

20 (c) If the Non-Party fails to seek a protective order from this court within
21 14 days of receiving the notice and accompanying information, the Receiving Party may
22 produce the Non-Party’s confidential information responsive to the discovery request.
23 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce
24 any information in its possession or control that is subject to the confidentiality
25 agreement with the Non-Party before a determination by the court. Absent a court order
26 to the contrary, the Non-Party shall bear the burden and expense of seeking protection
27 in this court of its Protected Material.

28 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

1 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
2 Protected Material to any person or in any circumstance not authorized under this
3 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
4 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
5 all unauthorized copies of the Protected Material, (c) inform the person or persons to
6 whom unauthorized disclosures were made of all the terms of this Order, and (d) request
7 such person or persons to execute the “Acknowledgment and Agreement to Be Bound”
8 that is attached hereto as Exhibit A.

9 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
10 PROTECTED MATERIAL

11 When a Producing Party gives notice to Receiving Parties that certain
12 inadvertently produced material is subject to a claim of privilege or other protection,
13 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
14 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
15 may be established in an e-discovery order that provides for production without prior
16 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
17 parties reach an agreement on the effect of disclosure of a communication or
18 information covered by the attorney-client privilege or work product protection, the
19 parties may incorporate their agreement in the stipulated protective order submitted to
20 the court.

21 12. MISCELLANEOUS

22 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
23 person to seek its modification by the Court in the future.

24 12.2 Right to Assert Other Objections. By stipulating to the entry of this
25 Protective Order, no Party waives any right it otherwise would have to object to
26 disclosing or producing any information or item on any ground not addressed in this
27 Stipulated Protective Order. Similarly, no Party waives any right to object on any
28 ground to use in evidence of any of the material covered by this Protective Order.

1 12.3 Filing Protected Material. A Party that seeks to file under seal any
2 Protected Material must comply with Local Civil Rule 79-5. Protected Material may
3 only be filed under seal pursuant to a court order authorizing the sealing of the
4 specific Protected Material at issue. If a Party’s request to file Protected Material
5 under seal is denied by the court, then the Receiving Party may file the information in
6 the public record unless otherwise instructed by the court.

7 13. FINAL DISPOSITION

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

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1 14. VIOLATION

2 Any violation of this Order may be punished by appropriate measures including,
3 without limitation, contempt proceedings and/or monetary sanctions.

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

5 Dated: August 12, 2020

**BAUM HEDLUND ARISTEI &
GOLDMAN, P.C.**

7 By: /s/ Monique A. Alarcon
8 Monique A. Alarcon
9 Bijan Esfandiari
Counsel for Plaintiffs

10 Dated: August 12, 2020

POOLE & SHAFFERY, LLP

12 By: /s/ Jason A. Benkner
13 David S. Poole
14 Jason A. Benkner
Counsel for Defendant,
SOMATICS, LLC

15 **SIGNATURE ATTESTATION**

16 Pursuant to Local Rule 5-4.3.4(2)(i), I attest that all signatories listed above,
17 and on whose behalf this filing is submitted, concur in the filing's content and have
18 authorized the filing.

19 Dated: August 12, 2020

By: /s/ Monique A. Alarcon
Monique A. Alarcon

22 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

23 Dated: August 14, 2020

Patrick J. Walsh

25 HON. PATRICK J. WALSH
26 United States Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury that I
have read in its entirety and understand the Stipulated Protective Order that was issued
by the United States District Court for the Central District of California on [date] in the
case of _____ [insert formal name of the case and the number and initials
assigned to it by the court]. I agree to comply with and to be bound by all the terms of
this Stipulated Protective Order and I understand and acknowledge that failure to so
comply could expose me to sanctions and punishment in the nature of contempt. I
solemnly promise that I will not disclose in any manner any information or item that is
subject to this Stipulated Protective Order to any person or entity except in strict
compliance with the provisions of this Order. I further agree to submit to the jurisdiction
of the United States District Court for the Central District of California for enforcing
the terms of this Stipulated Protective Order, even if such enforcement proceedings
occur after termination of this action. I hereby appoint _____
[print or type full name] of _____ [print or
type full address and telephone number] as my California agent for service of process
in connection with this action or any proceedings related to enforcement of this
Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____