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9  
 10 **UNITED STATES DISTRICT COURT**  
 11 **CENTRAL DISTRICT OF CALIFORNIA**

12 CADENA, *et al.*,

13 Plaintiffs,

14 v.

15 AMERICAN HONDA MOTOR  
 16 COMPANY, INC.,,

17 Defendant.  
 18

Case No. 2:18-cv-04007-MWF (PJWx)

**STIPULATION REGARDING**  
**[PROPOSED] STIPULATED**  
**PROTECTIVE ORDER**

**[DISCOVERY DOCUMENT:**  
**REFERRED TO MAGISTRATE JUDGE**  
**PATRICK J. WALSH]**

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 STIPULATION RE [PROPOSED] STIPULATED PROTECTIVE ORDER  
 CASE NO. 2:18-cv-04007-MWF (PJWx)

1 1.

2 A. PURPOSES AND LIMITATIONS

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

15 B. GOOD CAUSE STATEMENT

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

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

9 2. DEFINITIONS

10 2.1 Action: *Kathleen A. Cadena, et al. v. American Honda Motor Co., Inc.*,  
11 Case No. 2:18-cv-04007-MWF (PJWx) (C.D. Cal.).

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

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

18 2.4 Conflicted Expert: any consultant, investigator, or Expert (a) who is an  
19 employee of an automobile manufacturer competitor of any Honda entity; (b) who was  
20 in the employ of an automobile manufacturer competitor of any Honda entity 1 year  
21 prior to the time disclosure is made; or (c) who is serving as a consultant to an  
22 automobile manufacturer competitor of any Honda entity on matters relating to the  
23 vehicle component(s) at issue in this litigation. Protected Material may not be disclosed  
24 under any circumstances to a Conflicted Expert.

25 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as their  
26 support staff).

27 2.6 Designating Party: a Party or Non-Party that designates information or  
28 items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

1           2.7 Disclosure or Discovery Material: all items or information, regardless of the  
2 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           2.8 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           2.9 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           2.10 Non-Party: any natural person, partnership, corporation, association, or  
12 other legal entity not named as a Party to this action.

13           2.11 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  
15 appeared in this Action on behalf of that party or are affiliated with a law firm which has  
16 appeared on behalf of that party, and includes support staff.

17           2.12 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           2.13 Producing Party: a Party or Non-Party that produces Disclosure or  
21 Discovery Material in this Action.

22           2.14 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           2.15 Protected Material: any Disclosure or Discovery Material that is designated  
27 as “CONFIDENTIAL.”

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1           2.16 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 the orders of the trial  
10 judge. This Order does not govern the use of Protected Material at trial.

11          4.     DURATION

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

19          5.     DESIGNATING PROTECTED MATERIAL

20          5.1    Exercise of Restraint and Care in Designating Material for Protection. Each  
21 Party or Non-Party that designates information or items for protection under this Order  
22 must take care to limit any such designation to specific material that qualifies under the  
23 appropriate standards. The Designating Party must designate for protection only those  
24 parts of material, documents, items, or oral or written communications that qualify so  
25 that other portions of the material, documents, items, or communications for which  
26 protection is not warranted are not swept unjustifiably within the ambit of this Order.  
27 Mass, indiscriminate, or routinized designations are prohibited. Designations that are  
28 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to

1 unnecessarily encumber the case development process or to impose unnecessary  
2 expenses and burdens on other parties) may expose the Designating Party to sanctions.

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

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

10 Designation in conformity with this Order requires:

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

19  
20 A Party or Non-Party that makes original documents available for  
21 inspection need not designate them for protection until after the inspecting  
22 Party has indicated which documents it would like copied and produced.  
23 During the inspection and before the designation, all of the material made  
24 available for inspection shall be deemed "CONFIDENTIAL." After the  
25 inspecting Party has identified the documents it wants copied and produced,  
26 the Producing Party must determine which documents, or portions thereof,  
27 qualify for protection under this Order. Then, before producing the  
28 specified documents, the Producing Party must affix the "CONFIDENTIAL

1 legend” to each page that contains Protected Material. If only a portion or  
2 portions of the material on a page qualifies for protection, the Producing  
3 Party also must clearly identify the protected portion(s) (e.g., by making  
4 appropriate markings in the margins).

5 (b) For testimony given in depositions that the Designating Party identify,  
6 within 30 days after the transcript is delivered, as Protected Material. All  
7 deposition testimony taken in this case shall be treated as Protected Material  
8 until the expiration of the thirtieth day after the transcript is delivered to any  
9 party or the witness. Within this time period, a Designating Party may serve  
10 a Notice of Designation to all parties of record as to specific portions of the  
11 testimony that are designated Protected Material, and thereafter only those  
12 portions identified in the Notice of Designation shall be protected by the  
13 terms of this Order.

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

20 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure  
21 to designate qualified information or items does not, standing alone, waive the  
22 Designating Party’s right to secure protection under this Order for such material. Upon  
23 timely correction of a designation, the Receiving Party must make reasonable efforts to  
24 assure that the material is treated in accordance with the provisions of this Order.

25 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

26 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation  
27 of confidentiality at any time that is consistent with the Court’s Scheduling Order.  
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1           6.2    Meet and Confer. The Challenging Party shall initiate the dispute resolution  
2 process under Local Rule 37.1 et seq.

3           6.3    The burden of persuasion in any such challenge proceeding shall be on the  
4 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,  
5 to harass or impose unnecessary expenses and burdens on other parties) may expose the  
6 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn  
7 the confidentiality designation, all parties shall continue to afford the material in  
8 question the level of protection to which it is entitled under the Producing Party's  
9 designation until the Court rules on the challenge.

10 7.    ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

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

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



- 1 (c) Experts (as defined in this Order) of the Receiving Party, other than a  
2 Conflicted Expert (*see* Section 2.4), to whom disclosure is reasonably  
3 necessary for this Action and who have signed the “Acknowledgment  
4 and Agreement to Be 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 Professional  
8 Vendors to whom disclosure is reasonably necessary for this Action  
9 and who have signed the “Acknowledgment and Agreement to Be  
10 Bound” (Exhibit A);
- 11 (g) the author or recipient of a document containing the information or a  
12 custodian or other person who otherwise possessed or knew the  
13 information;
- 14 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
15 Action to whom disclosure is reasonably necessary provided: (1) the  
16 deposing party requests that the witness sign the form attached as  
17 Exhibit A hereto; and (2) they will not be permitted to keep any  
18 confidential information unless they sign the “Acknowledgment and  
19 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the  
20 Designating Party or ordered by the court. Pages of transcribed  
21 deposition testimony or exhibits to depositions that reveal Protected  
22 Material may be separately bound by the court reporter and may not  
23 be disclosed to anyone except as permitted under this Stipulated  
24 Protective Order; and
- 25 (i) any mediator or settlement officer, and their supporting personnel,  
26 mutually agreed upon by any of the parties engaged in settlement  
27 discussions.
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1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
2 OTHER LITIGATION

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

- 6 (a) promptly notify in writing the Designating Party. Such notification shall  
7 include a copy of the subpoena or court order;
- 8 (b) promptly notify in writing the party who caused the subpoena or order to  
9 issue in the other litigation that some or all of the material covered by the  
10 subpoena or order is subject to this Protective Order. Such notification shall  
11 include a copy of this Stipulated Protective Order; and
- 12 (c) cooperate with respect to all reasonable procedures sought to be pursued by  
13 the Designating Party whose Protected Material may be affected. If the  
14 Designating Party timely seeks a protective order, the Party served with the  
15 subpoena or court order shall not produce any information designated in this  
16 action as “CONFIDENTIAL” before a determination by the court from  
17 which the subpoena or order issued, unless the Party has obtained the  
18 Designating Party’s permission. The Designating Party shall bear the  
19 burden and expense of seeking protection in that court of its confidential  
20 material and nothing in these provisions should be construed as authorizing  
21 or encouraging a Receiving Party in this Action to disobey a lawful  
22 directive from another court.

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

- 25 (a) The terms of this Order are applicable to information produced by a Non-  
26 Party in this Action and designated as “CONFIDENTIAL.” Such  
27 information produced by Non-Parties in connection with this litigation is  
28 protected by the remedies and relief provided by this Order. Nothing in

1 these provisions should be construed as prohibiting a Non-Party from  
2 seeking additional protections.

3 (b) In the event that a Party is required, by a valid discovery request, to produce  
4 a Non-Party's confidential information in its possession, and the Party is  
5 subject to an agreement with the Non-Party not to produce the Non-Party's  
6 confidential information, then the Party shall:

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

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

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

15 (c) If the Non-Party fails to seek a protective order from this court within 30  
16 days of receiving the notice and accompanying information, the Receiving  
17 Party may produce the Non-Party's confidential information responsive to  
18 the discovery request. If the Non-Party timely seeks a protective order, the  
19 Receiving Party shall not produce any information in its possession or  
20 control that is subject to the confidentiality agreement with the Non-Party  
21 before a determination by the court. Absent a court order to the contrary, the  
22 Non-Party shall bear the burden and expense of seeking protection in this  
23 court of its Protected Material.

24 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

25 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
26 Protected Material to any person or in any circumstance not authorized under this  
27 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing  
28 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve

1 all unauthorized copies of the Protected Material, (c) inform the person or persons to  
2 whom unauthorized disclosures were made of all the terms of this Order, and (d) request  
3 such person or persons to execute the “Acknowledgment and Agreement to Be Bound”  
4 that is attached hereto as Exhibit A.

5 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
6 PROTECTED MATERIAL

7 When a Producing Party gives notice to Receiving Parties that certain  
8 inadvertently produced material is subject to a claim of privilege or other protection, the  
9 obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure  
10 26(b)(5)(B). This provision is not intended to modify whatever procedure may be  
11 established in an e-discovery order that provides for production without prior privilege  
12 review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach  
13 an agreement on the effect of disclosure of a communication or information covered by  
14 the attorney-client privilege or work product protection, the parties may incorporate their  
15 agreement in the stipulated protective order submitted to the court.

16 12. MISCELLANEOUS

17 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
18 person to seek its modification by the Court in the future.

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

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

3 13. FINAL DISPOSITION

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

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

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24 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

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26 Dated: May 13, 2020

Respectfully submitted,

27 **LEMBERG LAW, LLC**

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By: /s/ Trinette G. Kent

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*Attorneys for Defendants*

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

Dated: May 13, 2020



Honorable Patrick J. Walsh  
United States Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND

3  
4 I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
5 \_\_\_\_\_ [print or type full address],

6 declare under penalty of perjury that I have read in its entirety and understand the  
7 Stipulated Protective Order that was issued by the United States District Court for the  
8 Central District of California on [date] in the case of *Kathleen A. Cadena, et al. v.*  
9 *American Honda Motor Co., Inc.*, U.S. District Court, Central District of California case  
10 number 2:18-cv-04007-MWF (PJWx). I agree to comply with and to be bound by all the  
11 terms of this Stipulated Protective Order and I understand and acknowledge that failure  
12 to so comply could expose me to sanctions and punishment in the nature of contempt. I  
13 solemnly promise that I will not disclose in any manner any information or item that is  
14 subject to this Stipulated Protective Order to any person or entity except in strict  
15 compliance with the provisions of this Order. I further agree to submit to the jurisdiction  
16 of the United States District Court for the Central District of California for the purpose  
17 of enforcing the terms of this Stipulated Protective Order, even if such enforcement  
18 proceedings occur after termination of this action. I hereby appoint

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

24 Date: \_\_\_\_\_

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

26 Printed name: \_\_\_\_\_

27 Signature: \_\_\_\_\_  
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1 **ATTESTATION**

2 Pursuant to Local Rule 5-4.3.4(a)(2)(i), I attest that all other signatories listed,  
3 and on whose behalf the filing is submitted, concur in the filing's content and have  
4 authorized the filing.

5 /s/ Amir M. Nassihi  
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