

1 Adam E. Polk (State Bar No. 273000)
 2 apolk@girardsharp.com
 3 Simon S. Grille (State Bar No. 294914)
 4 sgrille@girardsharp.com
 5 Mikaela M. Bock (State Bar No. 335089)
 6 mbock@girardsharp.com
 7 **GIRARD SHARP LLP**
 8 601 California Street, Suite 1400
 9 San Francisco, California 94108
 10 Telephone: (415) 981-4800
 11 Facsimile: (415) 981-4846

12 *Attorneys for Plaintiffs*

13 [Additional Counsel on Signature Page]

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

16 MARY TAPPANA, MARK
 17 CABRERA, DUSTIN FULCOMER,
 18 HOLLY PROUTY, DARRYL
 19 ROBERTS, ALISCHA WILSON, and
 20 ANDREW COLEMAN,

21 Plaintiffs,

22 vs.

23 AMERICAN HONDA MOTOR
 24 COMPANY, INC.,

25 Defendant.

Case No. 2:21-cv-09046-DSF-PLA

[DISCOVERY MATTER]

**[PROPOSED] ORDER GRANTING
STIPULATED PROTECTIVE ORDER**

1 A. PURPOSES AND LIMITATIONS

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

14 B. GOOD CAUSE STATEMENT

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

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

8 2. DEFINITIONS

9 2.1 Action: *Tappana v. American Honda Motor Co., Inc.*, Case No. 2:21-cv-
10 09046-DSF-PLA (C.D. Cal.).

11 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
12 information or items under this Order.

13 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it
14 is generated, stored or maintained) or tangible things that qualify for protection under
15 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
16 Statement.

17 2.4 Conflicted Expert: any consultant, investigator, or Expert (a) who is an
18 employee of an automobile manufacturer competitor of any Honda entity; (b) who was
19 in the employ of an automobile manufacturer competitor of any Honda entity 1 year
20 prior to the time disclosure is made; or (c) who is serving as a consultant to an
21 automobile manufacturer competitor of any Honda entity on matters relating to the
22 vehicle component(s) at issue in this litigation. Protected Material may not be disclosed
23 under any circumstances to a Conflicted Expert.

24 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as their
25 support staff).

26 2.6 Designating Party: a Party or Non-Party that designates information or
27 items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”
28

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.”

28

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.
28

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.
- 28

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
28

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 (2)
13 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.

23
24 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

25 Dated: April 20, 2022

Respectfully submitted,

26 By: /s/ Amir Nassihi
27 Amir Nassihi (SBN 235936)
28 anassihi@shb.com

By: /s/ Adam E. Polk
Adam E. Polk (SBN 273000)
Simon S. Grille (SNB 294914)

1 Joan R. Camagong (SBN 288217)
2 jcamagong@shb.com
3 **SHOOK, HARDY & BACON LLP**
4 555 Mission Street, Suite 2300
5 San Francisco, CA 94105
6 Telephone: 415.544.1900
7 Facsimile: 415.391.0281

8 Michael L. Mallow (SBN 188745)
9 mmallow@shb.com
10 **SHOOK, HARDY & BACON LLP**
11 2049 Century Park East, #3000
12 Los Angeles, CA 90067
13 Telephone: 424.285.8330
14 Facsimile: 424.204.9093

15 *Attorneys for Defendant,*
16 *American Honda Motor Co., Inc.*

Mikaela M. Bock (SBN 335089)
GIRARD SHARP LLP
601 California Street, Suite 1400
San Francisco, California 94108
Telephone: (415) 981-4800
Facsimile: (415) 981-4846
apolk@girardsharp.com
sgrille@girardsharp.com
mbock@girardsharp.com

Matthew Schelkopf (pro hac vice)
Joseph B. Kenney (pro hac vice)
SAUDER SCHELKOPF LLC
1109 Lancaster Avenue
Berwyn, PA 19312
Telephone: (888) 711-9975
mds@sstriallawyers.com
jbk@sstriallawyers.com

Benjamin F. Johns (pro hac vice)
**CHIMICLES SCHWARTZ KRINER &
DONALDSON-SMITH LLP**
361 W. Lancaster Avenue
Haverford, PA 19041
Telephone: (610) 642-8500
bfj@chimicles.com

Steven G. Calamusa
GORDON & PARTNERS, PA
4114 Northlake Lake Blvd.
Palm Beach Gardens, FL 33410
Telephone: (561) 799-5070
Facsimile: (561) 366-1485
scalamusa@fortheinjured.com

Attorneys for Plaintiffs

1 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

2
3
4 Dated: 4/21/2022

/s/Paul L. Abrams
5 Honorable Paul L. Abrams
6 United States Magistrate Judge
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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 in the case of *Tappana v. American Honda Motor Co., Inc.*,
9 Case No. 2:21-cv-09046-DSF-PLA . I agree to comply with and to be bound by all the
10 terms of this Stipulated Protective Order and I understand and acknowledge that failure
11 to so comply could expose me to sanctions and punishment in the nature of contempt. I
12 solemnly promise that I will not disclose in any manner any information or item that is
13 subject to this Stipulated Protective Order to any person or entity except in strict
14 compliance with the provisions of this Order. I further agree to submit to the jurisdiction
15 of the United States District Court for the Central District of California for the purpose
16 of enforcing the terms of this Stipulated Protective Order, even if such enforcement
17 proceedings occur after termination of this action. I hereby appoint
18 _____ [print or type full name] of
19 _____ [print or type full address and
20 telephone number] as my California agent for service of process in connection with this
21 action or any proceedings related to enforcement of this Stipulated Protective Order.
22

23 Date: _____

24 City and State where sworn and signed: _____

25 Printed name: _____

26 Signature: _____
27
28