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

15 H&T SEAFOOD, INC.,
 16 a California Corporation,

17 *Plaintiff,*

18 vs.

19 L.A. LUCKY IMPORT EXPORT, INC., a
 20 California Corporation; and DOES 1-10.

21 *Defendant.*

Case No: 2:21-cv-09282-FWS-MAR

**STIPULATED PROTECTIVE
 ORDER**

Pretrial Conference Date: None
 Trial Date: None

23 L.A. LUCKY IMPORT EXPORT,
 24 INC., a California Corporation,

25 Counterclaimant,

26 vs.

27 H&T SEAFOOD, INC., a California
 Corporation

28 Counterdefendant

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STIPULATED PROTECTIVE ORDER

The parties have stipulated to the following with regards to the disclosure of information and/or documents in the matter of H&T Seafood, Inc. vs. L.A. Lucky Import Export Inc.; Case No. 2:21-cv-09282-FWS-MAR

I. INTRODUCTION

A. Purposes And Limitations

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

B. Good Cause Statement

This action is likely to involve confidential vendor information, and may also involve (depending on how a dispute regarding the matter is resolved) customer and pricing information and other valuable commercial, financial and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other things, confidential business or financial information, commercial information (including

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

15 **II. DEFINITIONS**

16 A. Party

17 Any party to this action, including all of its officers, directors, employees,
18 consultants, retained experts, and outside counsel (and their support staff).

19 B. Disclosure or Discovery Material

20 All items or information, regardless of the medium or manner generated,
21 stored, or maintained (including, among other things, testimony, transcripts, or
22 tangible things) that are produced or generated in disclosures or responses to
23 discovery in this matter.

24 C. “Confidential” Information or Items

25 Information (regardless of how generated, stored or maintained) or tangible
26 things that qualify for protection under standards developed under Fed.R.Civ.P.
27 26(c).

28 D. “Highly Confidential -- Attorneys’ Eyes Only” Information or Items

1 Confidential Information or Items whose disclosure to another Party or
2 nonparty would create a substantial risk of serious injury that could not be avoided
3 by less restrictive means.

4 E. Receiving Party

5 A Party that receives Disclosure or Discovery Material from a Producing
6 Party.

7 F. Producing Party

8 A Party or non-party that produces Disclosure or Discovery Material in this
9 action.

10 G. Designating Party

11 A Party or non-party that designates information or items that it produces in
12 disclosures or in responses to discovery as “Confidential” or “Highly Confidential
13 — Attorneys’ Eyes Only.”

14 H. Protected Material

15 Any Disclosure or Discovery Material that is designated as “Confidential” or
16 as “Highly Confidential – Attorneys’ Eyes Only.”

17 I. Outside Counsel

18 Attorneys who are not employees of a Party but who are retained to represent
19 or advise a Party in this action.

20 J. House Counsel

21 Attorneys who are employees of a Party.

22 K. Counsel (without qualifier)

23 Outside Counsel and House Counsel (as well as their support staffs).

24 L. Expert

25 A non-employee or someone who is an independent contractor that does not
26 regularly work for a party who has specialized knowledge or experience in a matter
27 pertinent to the litigation and who has been retained by a Party or its counsel to
28 serve as an expert witness or as a consultant in this action. This definition includes a

1 professional jury or trial consultant retained in connection with this litigation.

2 M. Professional Vendors

3 Persons or entities who provide litigation support services (e.g.,
4 photocopying; videotaping; translating; preparing exhibits or demonstrations;
5 organizing, storing, retrieving data in any form or medium; etc.) and their
6 employees and subcontractors.

7 **III. SCOPE**

8 The protections conferred by this Order cover not only Protected Material (as
9 defined above), but also any information copied or extracted therefrom, as well as
10 all copies, excerpts, summaries, or compilations thereof, plus testimony,
11 conversations, or presentations by parties or counsel to or in other settings that
12 might reveal Protected Material. This Order does not apply to court hearings or
13 proceedings. The use of Confidential and Highly Confidential – Attorneys Eyes
14 Only information or items in court hearings or proceedings will be addressed with
15 the judicial officer conducting the proceeding at the appropriate time.

16 **IV. DURATION**

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

25 **V. DESIGNATING PROTECTED MATERIAL**

26 A. Exercise of Restraint and Care in Designating Material for
27 Protection.

28 Each Party or non-party that designates information or items for protection

1 under this Order must take care to limit any such designation to specific material
2 that qualifies under the appropriate standards. A Designating Party must take care to
3 designate for protection only those parts of material, documents, items, or oral or
4 written communications that qualify — so that other portions of the material,
5 documents, items, or communications for which protection is not warranted are not
6 swept unjustifiably within the ambit of this Order. Mass, indiscriminate, or
7 routinized designations are prohibited. Designations that are shown to be clearly
8 unjustified or that have been made for an improper purpose (e.g., to unnecessarily
9 encumber the case development process or to impose unnecessary expenses and
10 burdens on other parties) may expose the Designating Party to sanctions.

11 If it comes to a Party's or a non-party's attention that information or items
12 that it designated for protection do not qualify for protection at all, or do not qualify
13 for the level of protection initially asserted, that Party or non-party must promptly
14 notify all other parties that it is withdrawing the prior designation.

15 B. Manner and Timing of Designations.

16 Except as otherwise provided in this Order, or as otherwise stipulated or
17 ordered, material that qualifies for protection under this Order must be clearly so
18 designated before the material is disclosed or produced.

19 Designation in conformity with this Order requires:

20 (i) For information in documentary form (apart from transcripts of
21 depositions or other pretrial or trial proceedings), that the Producing Party affix the
22 legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL —ATTORNEYS'
23 EYES ONLY" on each page that contains protected material. If only a portion or
24 portions of the material on a page qualifies for protection, the Producing Party also
25 must clearly identify the protected portion(s) (e.g., by making appropriate markings
26 in the margins) and must specify, for each portion, the level of protection being
27 asserted (either "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL —
28 ATTORNEYS' EYES ONLY").

1 A Party or non-party that makes original documents or materials available
2 for inspection need not designate them for protection until after the inspecting Party
3 has indicated which material it would like copied and produced. During the
4 inspection and before the designation, all of the material made available for
5 inspection shall be deemed “HIGHLY CONFIDENTIAL — ATTORNEYS’ EYES
6 ONLY.” After the inspecting Party has identified the documents it wants copied and
7 produced, the Producing Party must determine which documents, or portions
8 thereof, qualify for protection under this Order, then, before producing the specified
9 documents, the Producing Party must affix the appropriate legend
10 (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL — ATTORNEYS’ EYES
11 ONLY”) on each page that contains Protected Material. If only a portion or portions
12 of the material on a page qualifies for protection, the Producing Party also must
13 clearly identify the protected portion(s) (e.g., by making appropriate markings in
14 the margins) and must specify, for each portion, the level of protection being
15 asserted (either “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL —
16 ATTORNEYS’ EYES ONLY”).

17 (ii) for testimony given in deposition, that the Party or non-party offering
18 or sponsoring the testimony identify on the record, before the close of the
19 deposition, all protected testimony, and further specify any portions of the
20 testimony that qualify as “HIGHLY CONFIDENTIAL — ATTORNEYS’ EYES
21 ONLY.” When it is impractical to identify separately each portion of testimony that
22 is entitled to protection, and when it appears that substantial portions of the
23 testimony may qualify for protection, the Party or non-party that sponsors, offers, or
24 gives the testimony may invoke on the record (before the deposition) a right to have
25 up to 10 days after receipt of the transcript to identify the specific portions of the
26 testimony as to which protection is sought and to specify the level of protection
27 being asserted (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL —
28 ATTORNEYS’ EYES ONLY”). The entire transcript will be treated as if it were

1 HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY during the 10-day
2 period following receipt of the transcript. Only those portions of the testimony that
3 are appropriately designated for protection within the 10 days shall be covered by
4 the provisions of this Stipulated Protective Order.

5 Transcript pages containing Protected Material must be separately bound by
6 the court reporter, who must affix to each such page the legend “CONFIDENTIAL”
7 or “HIGHLY CONFIDENTIAL — ATTORNEYS’ EYES ONLY,” as instructed by
8 the Party or non-party offering or sponsoring the witness or presenting the
9 testimony.

10 (iii) for information produced in some form other than documentary, and
11 for any other tangible items, that the Producing Party affix in a prominent place on
12 the exterior of the container or containers in which the information or item is stored
13 the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL — ATTORNEYS’
14 EYES ONLY.” If only portions of the information or item warrant protection, the
15 Producing Party, to the extent practicable, shall identify the protected portions,
16 specifying whether they qualify as “Confidential” or as “Highly Confidential —
17 Attorneys’ Eyes Only.”

18 C. Inadvertent Failures to Designate.

19 An inadvertent failure to designate qualified information or items as
20 “Confidential” or “Highly Confidential — Attorneys’ Eyes Only” does not,
21 standing alone, waive the Designating Party’s right to secure protection under this
22 Order for such material. If material is appropriately designated as “Confidential” or
23 “Highly Confidential —Attorneys’ Eyes Only” after the material was initially
24 produced, the Receiving Party, on timely notification of the designation, must make
25 reasonable efforts to assure that the material is treated in accordance with the
26 provisions of this Order.

27 **VI. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

28 A. Timing of Challenges.

1 Unless a prompt challenge to a Designating Party's confidentiality
2 designation is necessary to avoid foreseeable substantial unfairness, unnecessary
3 economic burdens, or a later significant disruption or delay of the litigation, a Party
4 does not waive its right to challenge a confidentiality designation by electing not to
5 mount a challenge promptly after the original designation is disclosed.

6 B. Meet and Confer.

7 A Party that elects to initiate a challenge to a Designating Party's
8 confidentiality designation must do so in good faith and must begin the process by
9 conferring directly (in voice to voice dialogue) with counsel for the Designating
10 Party. In conferring, the challenging Party must explain the basis for its belief that
11 the confidentiality designation was not proper and must give the Designating Party
12 an opportunity to review the designated material, to reconsider the circumstances,
13 and, if no change in designation is offered, to explain the basis for the chosen
14 designation. A challenging Party may proceed to the next stage of the challenge
15 process only if it has engaged in this meet and confer process first.

16 C. Judicial Intervention.

17 A Party that elects to press a challenge to a confidentiality designation after
18 considering the justification offered by the Designating Party may file and serve a
19 motion that identifies the challenged material and sets forth in detail the basis for
20 the challenge. Each such motion shall set forth with specificity the justification for
21 the confidentiality designation that was given by the Designating Party in the meet
22 and confer dialogue required under Paragraph V(B), supra.

23 The burden of persuasion in any such challenge proceeding shall be on the
24 Designating Party. Until the Court rules on the challenge, all parties shall continue
25 to afford the material in question the level of protection to which it is entitled under
26 the Producing Party's designation.

27 Any motion brought pursuant to this Section shall be governed by Local
28 Rules 37-1 and 37-1 (including the Joint Stipulation Requirement).

1 **VII. ACCESS TO AND USE OF PROTECTED MATERIAL**

2 A. Basic Principles.

3 A Receiving Party may use Protected Material that is disclosed or produced
4 by another Party or by a non-party in connection with this case only for prosecuting,
5 defending, or attempting to settle this litigation. Such Protected Material may be
6 disclosed only to the categories of persons and under the conditions described in
7 this Order. When the litigation has been terminated, a Receiving Party must comply
8 with the provisions of section X below.

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

12 B. Disclosure of “CONFIDENTIAL” Information or Items.

13 Unless otherwise ordered by the Court or permitted in writing by the
14 Designating Party, a Receiving Party may disclose any information or item
15 designated CONFIDENTIAL only to:

16 (i) the Receiving Party’s House Counsel and Outside Counsel of record
17 in this action, as well as employees of said Counsel to whom it is reasonably
18 necessary to disclose the information for this litigation;

19 (ii) the officers, directors, and employees (including House Counsel) of
20 the Receiving Party to whom disclosure is reasonably necessary for this litigation;

21 (iii) experts (as defined in this Order) of the Receiving Party to whom
22 disclosure is reasonably necessary for this litigation;

23 (iv) the Court and its personnel;

24 (v) court reporters, their staffs, and professional vendors to whom
25 disclosure is reasonably necessary for this litigation;

26 (vi) professional jury or trial consultants, mock jurors, and professional
27 vendors to whom disclosure is reasonably necessary for this Action and who have
28 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

1 (vii) during their depositions, witnesses in the action who are entitled to
2 see such information and to whom disclosure is reasonably necessary for this
3 litigation;

4 (viii) the author of the document or the original source of the information.

5 (ix) any mediator or settlement officer, and their supporting personnel,
6 mutually agreed upon by any of the parties engaged in settlement discussions.

7 C. Disclosure of “HIGHLY CONFIDENTIAL — ATTORNEYS’
8 EYES ONLY” Information or Items.

9 Unless otherwise ordered by the Court or permitted in writing by the
10 Designating Party, a Receiving Party may disclose any information or item
11 designated “HIGHLY CONFIDENTIAL — ATTORNEYS’ EYES ONLY” only to:

12 (i) the Receiving Party’s House Counsel and Outside Counsel of record
13 in this action, as well as employees of said Outside Counsel to whom it is
14 reasonably necessary to disclose the information for this litigation;

15 (ii) Experts (as defined in this Order) (1) to whom disclosure is
16 reasonably necessary for this litigation, (2) who have signed the “Agreement to Be
17 Bound by Protective Order” (Exhibit A);

18 (iii) the Court and its personnel;

19 (iv) court reporters, their staffs, and professional vendors to whom
20 disclosure is reasonably necessary for this litigation and who have signed the
21 “Agreement to Be Bound by Protective Order” (Exhibit A); and

22 (v) the author of the document or the original source of the information.

23 (vi) during their depositions, witnesses in the action who are entitled to
24 see such information and to whom disclosure is reasonably necessary for this
25 litigation;

26 (vii) professional jury or trial consultants, mock jurors, and professional
27 vendors to whom disclosure is reasonably necessary for this Action and who have
28 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

1 **VIII. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
2 **PRODUCED IN OTHER LITIGATION.**

3 If a Receiving Party is served with a subpoena or an order issued in other
4 litigation that would compel disclosure of any information or items designated in
5 this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL —
6 ATTORNEYS’ EYES ONLY,” the Receiving Party must so notify the Designating
7 Party, in writing (by email or fax, if possible) immediately and in no event more
8 than three court days after receiving the subpoena or order. Such notification must
9 include a copy of the subpoena or court order.

10 The Receiving Party also must immediately inform in writing the Party who
11 caused the subpoena or order to issue in the other litigation that some or all the
12 material covered by the subpoena or order is the subject of this Protective Order. In
13 addition, the Receiving Party must deliver a copy of this Stipulated Protective Order
14 promptly to the Party in the other action that caused the subpoena or order to issue.

15 The purpose of imposing these duties is to alert the interested parties to the
16 existence of this Protective Order and to afford the Designating Party in this case an
17 opportunity to try to protect its confidentiality interests in the Court from which the
18 subpoena or order issued. The Designating Party shall bear the burdens and the
19 expenses of seeking protection in that Court of its confidential material — and
20 nothing in these provisions should be construed as authorizing or encouraging a
21 Receiving Party in this action to disobey a lawful subpoena issued in another action.

22 **IX. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
23 **PRODUCED IN THIS LITIGATION**

24 A. The terms of this Order are applicable to information produced by a
25 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information
26 produced by Non-Parties in connection with this litigation is protected by the
27 remedies and relief provided by this Order. Nothing in these provisions should be
28 construed as prohibiting a Non-Party from seeking additional protections.

1 B. In the event that a Party is required, by a valid discovery request, to
2 produce a Non-Party's confidential information in its possession, and the Party is
3 subject to an agreement with the Non-Party not to produce the Non-Party's
4 confidential information, then the Party will:

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

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

11 (iii) make the information requested available for inspection by the Non-
12 Party, if requested.

13 C. If the Non-Party fails to seek a protective order from this court within
14 14 days of receiving the notice and accompanying information, the Receiving Party
15 may produce the Non-Party's confidential information responsive to the discovery
16 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
17 not produce any information in its possession or control that is subject to the
18 confidentiality agreement with the Non-Party before a determination by the court.
19 Absent a court order to the contrary, the Non-Party shall bear the burden and
20 expense of seeking protection in this court of its Protected Material.

21 **X. UNAUTHORIZED OR INADVERTENT DISCLOSURE OF**
22 **PROTECTED MATERIAL.**

23 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
24 Protected Material to any person or in any circumstance not authorized under this
25 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
26 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
27 to retrieve all copies of the Protected Material, (c) inform the person or persons to
28 whom unauthorized disclosures were made of all the terms of this Order, and (d)

1 request such person or persons to execute the “Acknowledgment and Agreement to
2 Be Bound” that is attached hereto as Exhibit A.

3 If a Designating Party learns that, by inadvertence or otherwise, it has
4 disclosed Protected Material to the Receiving Party that it did not intend to disclose
5 or disclosed under an improper designation, it shall upon discovery (a) promptly
6 notify in writing the Receiving Party of the unintended or mis-designated
7 disclosure, (b) request the Receiving Party to whom the disclosures were made to
8 return and/or destroy (as the parties may agree) the inadvertently disclosed
9 materials or in the case of mis-designated materials, that the Receiving Party treat
10 the disclosed materials pursuant to the intended designation by the Designating
11 Party.

12 **XI. FILING OF PROTECTED MATERIAL.**

13 In Accordance with Local Rule 79-5.1, if any papers to be filed with the
14 Court contain information and/or documents that have been designated as
15 “Confidential” or “Highly Confidential – Attorneys’ Eyes Only,” the proposed
16 filing shall be accompanied by an application to file the papers or the portion
17 thereof containing the designated information or documents (if such portion is
18 segregable) under seal; and the application shall be directed to the judge to whom
19 the papers are directed. For motions, the parties shall publicly file a redacted
20 version of the motion and supporting papers.

21 **XII. FINAL DISPOSITION.**

22 Unless otherwise ordered or agreed in writing by the Producing Party, within
23 sixty days (60) after the final termination of this action including appeals, each
24 Receiving Party must: (a) return all Protected Material to the Producing Party; or
25 (b) destroy the Protected Material. As used in this subdivision, “all Protected
26 Material” includes all copies, abstracts, compilations, summaries or any other form
27 of reproducing or capturing any of the Protected Material. Whether the Protected
28 Material is returned or destroyed, the Receiving Party must submit a written

1 certification to the Producing Party (and, if not the same person or entity, to the
2 Designating Party) by the sixty day deadline that identifies (by category, where
3 appropriate) all the Protected Material that was returned or destroyed and that
4 affirms that the Receiving Party has not retained any copies, abstracts,
5 compilations, summaries or other forms of reproducing or capturing any of the
6 Protected Material. Notwithstanding this provision, Counsel are entitled to retain
7 archival copies of all pleadings, motion papers, transcripts, legal memoranda,
8 correspondence or attorney work product, even if such materials contain Protected
9 Material. Any such archival copies that contain or constitute Protected Material
10 remain subject to this Protective Order as set forth in Section IV (DURATION),
11 above.

12 **XIII. MISCELLANEOUS**

13 A. Right to Further Relief.

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

16 B. Right to Assert Other Objections.

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

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

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RHEMA LAW GROUP, P.C.

Dated: May 9, 2022 By

/s/ John D. Tran

John D. Tran
Attorneys for Plaintiff
H&T Seafood, Inc.

LAW OFFICES OF TODD B. SEROTA

Dated: May 9, 2022 By

/s/ Todd B. Serota

Todd B. Serota
Attorney for Defendant
L.A. Lucky Import Export, Inc.

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

Date: May 10, 2022

By:  _____

HON. MARGO A. ROCCONI
United States Magistrate Judge

EXHIBIT A

I, _____, declare as follows:

1. My present address is: _____.
2. My present occupation or job description is: _____.
3. My present employer is: _____.
4. I have received a copy of the Stipulated Protective Order (“Order”)

entered in H&T Seafood, Inc. vs. L.A. Lucky Import Export Inc.; Case No. 2:21-cv-09282-FWS-MAR pending in the United States District Court for the Central District of California. I have carefully read and understand the provisions of the Order.

5. I will comply with all of the provisions of the Order. I will hold in confidence, will not disclose to anyone other than those persons specifically authorized by the Order, and will not copy or use except for the purposes of this action, any Protected Material that I receive in this action.

6. I submit to the jurisdiction of this Court for the purposes of enforcement of this Order.

Executed this ____ day of _____ 20__, in the County of _____, State of _____.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

SIGNATURE OF DECLARANT