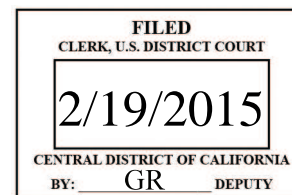


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13 *Attorneys for Plaintiff Chelsea Addison, on her own*  
 14 *behalf, and behalf of all others similarly situated*

15 **IN THE UNITED STATES DISTRICT COURT FOR**  
 16 **CENTRAL DISTRICT OF CALIFORNIA**

17 CHELSEA ADDISON, an individual,  
 18 on her own behalf and on behalf of all  
 19 others similarly situated,

20 Plaintiff,

21 v.

22 MONARCH & ASSOCIATES, INC.,  
 23 a California corporation, and DOES  
 24 1-10, inclusive,

25 Defendants.

No. 5:14-cv-00358-GW(CWx)

Judge George H. Wu

Magistrate Judge Carla Woehrle

**[Proposed] PROTECTIVE ORDER**

26 1. A. **PURPOSES AND LIMITATIONS**

27 In order to facilitate discovery in this action, Plaintiff Chelsea Addison  
 28 (“Addison”) and non-party Global Payments Direct, Inc. (“Global”) stipulate to the  
 following proposed Stipulated Protective Order and jointly move the Court to enter  
 this proposed Order. 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. The parties to this stipulation seek to moot any  
 potential dispute about the production of such information in the most efficient

1 way possible and recognize that the Order may be necessary for the efficient  
2 conduct of this action in any event. However, Addison does not waive any right or  
3 position she may have or exercise under Federal 45 and/or 28 U.S.C. § 1784.

4 Accordingly, the parties to this stipulation hereby stipulate to and petition  
5 the Court to enter the following Stipulated Protective Order. The parties to this  
6 stipulation acknowledge that this Order does not confer blanket protections on all  
7 disclosures or responses to discovery and that the protection it affords from public  
8 disclosure and use extends only to the limited information or items that are entitled  
9 to confidential treatment under the applicable legal principles. The parties to this  
10 stipulation further acknowledge, as set forth in Section 12.3, below, that this  
11 Stipulated Protective Order does not entitle them to file confidential information  
12 under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed  
13 and the standards that will be applied when a party seeks permission from the court  
14 to file material under seal. The proposed Order contemplates that, to the extent  
15 other non-parties or Defendant wish to seek the protections of this Order, they may  
16 simply file a signed assent to Order.

17 **B. GOOD CAUSE STATEMENT**

18 This action is likely to involve trade secrets, and other commercial,  
19 financial, technical and/or proprietary information, as well as private information  
20 about consumers who are not parties to the action or who are alleged to be class  
21 members, for which special protection from public disclosure and from use for any  
22 purpose other than prosecution of this action is warranted. Such confidential and  
23 private information consist of, among other things, confidential business or  
24 financial information, information regarding confidential business practices, or  
25 other confidential research, development, or commercial information, as well as  
26 information implicating privacy rights of third parties, information otherwise  
27 generally unavailable to the public, or which may be privileged or otherwise  
28 protected from disclosure under state or federal statutes, court rules, case decisions,

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

13 **2. DEFINITIONS**

14 2.1 **Action**: This case, captioned *Addison v. Monarch & Associates, Inc.*,  
15 No. No. 5:14-cv-00358-GW(CWx), pending before the Court.

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

18 2.3 **“CONFIDENTIAL” Information or Items**: information (regardless  
19 of how it is generated, stored or maintained) or tangible things that qualify for  
20 protection under Federal Rule of Civil Procedure 26(c) , and as specified above in  
21 the Good Cause Statement.

22 2.4 **Counsel**: Outside Counsel of Record and House Counsel (as well as  
23 their support staff).

24 2.5 **Designating Party**: a Party or Non-Party that designates information  
25 or items that it produces in disclosures or in responses to discovery as  
26 “CONFIDENTIAL.”

27 2.6 **Disclosure or Discovery Material**: all items or information,  
28 regardless of the medium or manner in which it is generated, stored, or maintained

1 (including, among other things, testimony, transcripts, and tangible things), that are  
2 produced or generated in disclosures or responses to discovery in this matter.

3 2.7 **Expert**: a person with specialized knowledge or experience in a  
4 matter pertinent to the litigation who has been retained by a Party or its counsel to  
5 serve as an expert witness or as a consultant in this Action.

6 2.8 **House Counsel**: attorneys who are employees of a party to this  
7 Action. House Counsel does not include Outside Counsel of Record or any other  
8 outside counsel.

9 2.9 **Non-Party**: any natural person, partnership, corporation, association,  
10 or other legal entity not named as a Party to this action.

11 2.10 **Outside Counsel of Record**: attorneys who are not employees of a  
12 party to this Action but are retained to represent or advise a party to this Action  
13 and have appeared in this Action on behalf of that party or are affiliated with a law  
14 firm which has appeared on behalf of that party, and includes support staff.

15 2.11 **Party**: any party to this Action, including all of its officers, directors,  
16 employees, consultants, retained experts, and Outside Counsel of Record (and their  
17 support staffs).

18 2.12 **Producing Party**: a Party or Non-Party that produces Disclosure or  
19 Discovery Material in this Action.

20 2.13 **Professional Vendors**: persons or entities that provide litigation  
21 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
22 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
23 and their employees and subcontractors.

24 2.14 **Protected Material**: any Disclosure or Discovery Material that is  
25 designated as “CONFIDENTIAL.”

26 2.15 **Receiving Party**: a Party that receives Disclosure or Discovery  
27 Material from a Producing Party.  
28

1 **3. SCOPE**

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

9 **4. DURATION**

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

20 **5. DESIGNATING PROTECTED MATERIAL**

21 **5.1 Exercise of Restraint and Care in Designating Material for**  
22 **Protection.** Each Party or Non-Party that designates information or items for  
23 protection under this Order must take care to limit any such designation to specific  
24 material that qualifies under the appropriate standards. The Designating Party must  
25 designate for protection only those parts of material, documents, items, or oral or  
26 written communications that qualify so that other portions of the material,  
27 documents, items, or communications for which protection is not warranted are not  
28 swept unjustifiably within the ambit of this Order. Mass, indiscriminate, or

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

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

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

13 (a) for information in documentary form (e.g., paper or electronic  
14 documents, but excluding transcripts of depositions or other pretrial or trial  
15 proceedings), that the Producing Party affix, at a minimum, the legend  
16 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
17 contains protected material. If only a portion or portions of the material on a page  
18 qualifies for protection, the Producing Party also must clearly identify the  
19 protected portion(s) (e.g., by making appropriate markings in the margins). A Party  
20 or Non-Party that makes original documents available for inspection need not  
21 designate them for protection until after the inspecting Party has indicated which  
22 documents it would like copied and produced. During the inspection and before the  
23 designation, all of the material made available for inspection shall be deemed  
24 "CONFIDENTIAL." After the inspecting Party has identified the documents it  
25 wants copied and produced, the Producing Party must determine which documents,  
26 or portions thereof, qualify for protection under this Order. Then, before producing  
27 the specified documents, the Producing Party must affix the "CONFIDENTIAL  
28 legend" to each page that contains Protected Material. If only a portion or portions

1 of the material on a page qualifies for protection, the Producing Party also must  
2 clearly identify the protected portion(s) (e.g., by making appropriate markings in  
3 the margins).

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

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

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

22 6.2 **Meet and Confer.** The Challenging Party shall initiate the dispute  
23 resolution process by serving the letter requesting to meet and confer required  
24 under Local Rule 37-1. If counsel are unable to settle their differences, they shall  
25 formulate a written stipulation under Local Rule 37-2.1. Unless the Designating  
26 Party serves the initial draft of the joint stipulation under Local Rule 37-2.1 within  
27 fourteen (14) days after the parties meet and confer under Local Rule 37-1, it  
28 automatically waives the confidentiality designation at issue. (In addition, the

1 Challenging Party may—at its option—serve the initial draft joint stipulation at  
2 any time if there is good cause for doing so, including a challenge to the  
3 designation of a deposition transcript or any portions thereof.)

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

12 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

13       7.1     Basic Principles. A Receiving Party may use Protected Material that  
14 is disclosed or produced by another Party or by a Non-Party in connection with this  
15 Action only for prosecuting, defending, or attempting to settle this Action. Such  
16 Protected Material may be disclosed only to the categories of persons and under  
17 the conditions described in this Order. When the Action has been terminated, a  
18 Receiving Party must comply with the provisions of section 13 below (FINAL  
19 DISPOSITION). Protected Material must be stored and maintained by a Receiving  
20 Party at a location and in a secure manner that ensures that access is limited to the  
21 persons authorized under this Order.

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

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



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

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

7 (d) the court and its personnel;

8 (e) court reporters and their staff;

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

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

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

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

3 If a Party is served with a subpoena or a court order issued in other litigation  
4 that 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  
7 notification shall include a copy of the subpoena or court order;

8 (b) promptly notify in writing the party who caused the subpoena  
9 or order to issue in the other litigation that some or all of the material covered by  
10 the 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  
13 pursued by 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 action  
16 as “CONFIDENTIAL” before a determination by the court from which the  
17 subpoena or order issued, unless the Party has obtained the Designating Party’s  
18 permission. The Designating Party shall bear the burden and expense of seeking  
19 protection in that court of its confidential material and nothing in these provisions  
20 should be construed as authorizing or encouraging a Receiving Party in this Action  
21 to disobey a lawful directive from another court.

22 **9. 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.

(b) In the event that a Party is required, by a valid discovery request, to

1 produce a Non-Party's confidential information in its possession, and the Party is  
2 subject to an agreement with the Non-Party not to produce the Non-Party's  
3 confidential information, then the Party shall:

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

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

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

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

20 10. **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

1 A.

2 11. **INADVERTENT PRODUCTION OF PRIVILEGED OR**  
3 **OTHERWISE PROTECTED MATERIAL**

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

14 12. **MISCELLANEOUS**

15 12.1 **Right to Further Relief.** Nothing in this Order abridges the right of  
16 any person to seek its modification by the Court in the future.

17 12.2 **Right to Assert Other Objections.** By stipulating to the entry of this  
18 Protective Order no Party waives any right it otherwise would have to object to  
19 disclosing or producing any information or item on any ground not addressed in  
20 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
21 any ground to use in evidence of any of the material covered by this Protective  
22 Order.

23 12.3 **Filing Protected Material.** A Party that seeks to file under seal any  
24 Protected Material must comply with Civil Local Rule 79-5.1. Protected Material  
25 may only be filed under seal pursuant to a court order authorizing the sealing of the  
26 specific Protected Material at issue. If a Party's request to file Protected Material  
27 under seal is denied by the court, then the Receiving Party may file the information  
28 in the public record unless otherwise instructed by the Court. Material attached to a

1 Receiving Party's application under Local Rule 79-5.1 shall be deemed timely  
2 filed with respect to any substantive deadline that applies to such material when the  
3 Receiving Party files its application under L.R. 79-5.1 prior to such deadline.

4 Proposed sealed documents must be submitted in PDF format via e-mail to  
5 the Judge's Chambers e-mail, together with a PDF version of the application for  
6 filing under seal and declaration of notice of proof of service, as well as a Word or  
7 WordPerfect version of the proposed order for filing.

8 All proposed orders sealing the filed documents must describe the  
9 documents to be protected with particularity. The application and notice or proof of  
10 service shall also be electronically filed pursuant to Local Rules 5-4.5 and 79-5.1  
11 Mandatory chambers copies of all e-filed documents including under seal  
12 documents must be served on chambers by noon on the following day.

13 **13. FINAL DISPOSITION**

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

1 work product, even if such materials contain Protected Material. Any such archival  
2 copies that contain or constitute Protected Material remain subject to this  
3 Protective Order as set forth in Section 4 (DURATION).

4 14. **ENFORCEMENT OF THIS ORDER.**

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

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

2 Dated: February 18, 2015

3 By: /s/David C. Parisi

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20 *Attorneys for Plaintiff Chelsea Addison,*  
21 *on her own behalf, and behalf of all*  
22 *others similarly situated*

23 Dated: February 18, 2015

24 By: /s/Leslie De Lara Luck

25 Leslie De Lara Luck  
26 Assistant General Counsel  
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(770) 829-8258 (telephone)  
(770) 829-8265 (facsimile)

*Attorneys for Non-Party Global Payments*  
*Direct, Inc.*

29 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

30 

31 Dated: February 19, 2015 By:

32 United States Magistrate Judge Carla Woehrle

**EXHIBIT A  
AGREEMENT TO BE BOUND**

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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 Protective Order that was issued  
by the United States District Court for the Central District of California on  
\_\_\_\_\_ [date] in the case of *Addison v. Monarch & Associates, Inc.*, No. 5:14-cv-  
00358-GW(CWx). 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 for contempt. I solemnly  
promise that I will not disclose in any manner any information or item that is  
subject to this Protective Order to any person or entity except in strict compliance  
with this Order. I further agree to submit to the jurisdiction of the United States  
District Court for the Central District of California for the purpose of enforcing this  
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 Order.

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

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

Printed name: \_\_\_\_\_  
[printed name]

Signature: \_\_\_\_\_  
[signature]