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 11 **UNITED STATES DISTRICT COURT**
 12 **CENTRAL DISTRICT OF CALIFORNIA**
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 15 EDWARD E. HICKEY, an
 individual,
 16 Plaintiff,
 17 v.
 18 ADVANCED SPORTS, INC., a
 corporation; KAREN BLISS, an
 19 individual; and DOES 1 through 100,
 inclusive
 20 Defendants.
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Case No. 8:16-cv-01338-JLS-JCG
**STIPULATION AND PROTECTIVE
 ORDER**

Complaint Filed: June 6, 2016
 Trial Date: August 8, 2017

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

11 **Good Cause Statement.** This action is likely to involve trade secrets,
12 competitively sensitive technical, marketing, financial, sales or other confidential
13 or proprietary business information, private or confidential medical records,
14 personal or personnel information, information received in confidence from third
15 parties, or other information which the producing party otherwise believes in
16 good faith to be entitled to protection under Rule 26(c)(1)(G) of the Federal
17 Rules of Civil Procedure. With respect to the foregoing, special protection from
18 public disclosure and from use for any purpose other than prosecution of this
19 action is warranted. Such confidential and proprietary materials and information
20 consist of, among other things, confidential business or financial information,
21 information regarding confidential business practices, or other confidential
22 research, development, or commercial information (including information
23 implicating privacy rights of third parties), information otherwise generally
24 unavailable to the public, or which may be privileged or otherwise protected from
25 disclosure under state or federal statutes, court rules, case decisions, or common
26 law.
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1 **Accordingly**, to expedite the flow of information, to facilitate the prompt
2 resolution of disputes over confidentiality of discovery materials, to adequately
3 protect information the parties are entitled to keep confidential, to ensure that the
4 parties are permitted reasonable necessary uses of such material in preparation
5 for and in the conduct of trial, to address their handling at the end of the
6 litigation, and serve the ends of justice, a protective order for such information is
7 justified in this matter. It is the intent of the parties that information will not be
8 designated as confidential for tactical reasons and that nothing shall be so
9 designated without a good faith belief that it has been maintained in a
10 confidential, non-public manner, and there is good cause why it should not be
11 part of the public record of this case.
12

13 IT IS HEREBY STIPULATED by and between Plaintiff EDWARD A.
14 HICKEY (“Plaintiff”) and Defendant ADVANCED SPORTS, INC., a North
15 Carolina Corporation (“Defendant”), (named in lawsuit as ADVANCED
16 SPORTS INC., a New Jersey Corporation, the previous corporate entity) the
17 parties in the above-captioned litigation (the “Parties”), by and through their
18 respective counsel of record, that in order to facilitate the exchange of
19 information and documents which may be subject to confidentiality limitations
20 on disclosure due to federal laws, state laws, and privacy rights, the Parties
21 stipulate as follows:
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- 23 1. In this Stipulation and Protective Order, the words set forth below shall
24 have the following meanings:
 - 25 a. “Proceeding” means the above-entitled proceeding, 8:16-cv-
26 01338-JLS-JCG
 - 27 b. “Court” means the Hon. Josephine L. Staton, and/or any other
28 Magistrate Judge, District Court judge or judicial officer to

1 which this Proceeding may be assigned, including Court staff
2 participating in such proceedings.

3 c. “Confidential” means any information which is in the
4 possession of a Designating Party who believes in good faith
5 that such information is entitled to confidential treatment
6 under applicable law.

7 d. “Confidential Materials” means any Documents, Testimony
8 or Information as defined below designated as “Confidential”
9 pursuant to the provisions of this Stipulation and Protective
10 Order.

11 e. “Designating Party” means the party that designates Materials
12 as “Confidential.”

13 f. “Disclose” or “Disclosed” or “Disclosure” means to reveal,
14 divulge, give, or make available Materials, or any part thereof,
15 or any information contained therein.

16 g. “Documents” means (i) any “Writing,” “Original,” and
17 “Duplicate” as those terms are defined within the Federal
18 Rule of Evidence 1001, which have been produced in
19 discovery in this Proceeding by any person, and (ii) any
20 copies, reproductions, or summaries of all or any part of the
21 foregoing.

22 h. “Information” means the content of Documents or Testimony.

23 i. “Testimony” means all depositions, declarations or other
24 testimony taken or used in this Proceeding.

25 2. The Designating Party shall have the right to designate as
26 “Confidential” any Documents, Testimony or Information that the
27 Designating Party in good faith believes to contain non-public
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1 information that is entitled to confidential treatment under applicable
2 law.

3 3. The entry of this Stipulation and Protective Order does not alter, waive,
4 modify, or abridge any right, privilege or protection otherwise available
5 to any Party with respect to the discovery of matters, including but not
6 limited to any Party's right to assert the attorney-client privilege, the
7 attorney work product doctrine, or other privileges, or any Party's right
8 to contest any such assertion.

9 4. Any Documents, Testimony or Information to be designated as
10 "Confidential" must be clearly so designated before the Document,
11 Testimony or Information is Disclosed or produced. The "Confidential"
12 designation should not obscure or interfere with the legibility of the
13 designated Information.

14 a. For Documents (apart from transcripts of depositions or other
15 pretrial or trial proceedings), the Designating Party must affix the
16 legend "Confidential" on each page of any Document containing
17 such designated Confidential Material.

18 b. For Testimony given in depositions the Designating Party may
19 either:

20 i. identify on the record, before the close of the
21 deposition, all "Confidential" Testimony, by specifying
22 all portions of the Testimony that qualify as
23 "Confidential;" or

24 ii. designate the entirety of the Testimony at the
25 deposition as "Confidential" (before the deposition is
26 concluded) with the right to identify more specific
27 portions of the Testimony as to which protection is
28 sought within 30 days following receipt of the

1 deposition transcript. In circumstances where portions
2 of the deposition Testimony are designated for
3 protection, the transcript pages containing
4 “Confidential” Information may be separately bound by
5 the court reporter, who must affix to the top of each
6 page the legend “Confidential,” as instructed by the
7 Designating Party.

8 c. For Information produced in some form other than Documents,
9 and for any other tangible items, including, without limitation,
10 compact discs or DVDs, the Designating Party must affix in a
11 prominent place on the exterior of the container or containers in
12 which the Information or item is stored the legend
13 “Confidential.” If only portions of the Information or item
14 warrant protection, the Designating Party, to the extent
15 practicable, shall identify the “Confidential” portions.

16 5. The inadvertent production by any of the undersigned Parties or non-
17 Parties to the Proceedings of any Document, Testimony or Information
18 during discovery in this Proceeding without a “Confidential”
19 designation, shall be without prejudice to any claim that such item is
20 “Confidential” and such Party shall not be held to have waived any
21 rights by such inadvertent production. In the event that any Document,
22 Testimony or Information that is subject to a “Confidential” designation
23 is inadvertently produced without such designation, the Party that
24 inadvertently produced the document shall give written notice of such
25 inadvertent production within twenty (20) days of discovery of the
26 inadvertent production, together with a further copy of the subject
27 Document, Testimony or Information designated as “Confidential” (the
28 “Inadvertent Production Notice”). Upon receipt of such Inadvertent

1 Production Notice, the Party that received the inadvertently produced
2 Document, Testimony or Information shall promptly destroy the
3 inadvertently produced Document, Testimony or Information and all
4 copies thereof, or, at the expense of the producing Party, return such
5 together with all copies of such Document, Testimony or Information to
6 counsel for the producing Party and shall retain only the “Confidential”
7 designated Materials. Should the receiving Party choose to destroy such
8 inadvertently produced Document, Testimony or Information, the
9 receiving Party shall notify the producing Party in writing of such
10 destruction within ten (10) days of receipt of written notice of the
11 inadvertent production. This provision is not intended to apply to any
12 inadvertent production of any Information protected by attorney-client
13 or work product privileges. In the event that this provision conflicts
14 with any applicable law regarding waiver of confidentiality through the
15 inadvertent production of Documents, Testimony or Information, such
16 law shall govern.

- 17 6. In the event that counsel for a Party receiving Documents, Testimony or
18 Information in discovery designated as “Confidential” objects to such
19 designation with respect to any or all of such items, said counsel shall
20 advise counsel for the Designating Party, in writing, of such objections,
21 the specific Documents, Testimony or Information to which each
22 objection pertains, and the specific reasons and support for such
23 objections (the “Designation Objections”). Counsel for the Designating
24 Party shall have thirty (30) days from receipt of the written Designation
25 Objections to either (a) agree in writing to de-designate Documents,
26 Testimony or Information pursuant to any or all of the Designation
27 Objections and/or (b) file a motion with the Court seeking to uphold
28 any or all designations on Documents, Testimony or Information

1 addressed by the Designation Objections (the “Designation Motion”).
2 Pending a resolution of the Designation Motion by the Court, any and
3 all existing designations on the Documents, Testimony or Information
4 at issue in such Motion shall remain in place. The Designating Party
5 shall have the burden on any Designation Motion of establishing the
6 applicability of its “Confidential” designation. In the event that the
7 Designation Objections are neither timely agreed to nor timely
8 addressed in the Designation Motion, then such Documents, Testimony
9 or Information shall be de-designated in accordance with the
10 Designation Objection applicable to such material.

11 7. Access to and/or Disclosure of Confidential Materials designated as
12 “Confidential” shall be permitted only to the following persons:

- 13 a. the Court;
- 14 b. (1) Attorneys of record in the Proceedings and their affiliated
15 attorneys, paralegals, clerical and secretarial staff employed
16 by such attorneys who are actively involved in the
17 Proceedings and are not employees of any Party. (2) In-house
18 counsel to the undersigned Parties and the paralegal, clerical
19 and secretarial staff employed by such counsel. Provided,
20 however, that each non-lawyer given access to Confidential
21 Materials shall be advised that such Materials are being
22 Disclosed pursuant to, and are subject to, the terms of this
23 Stipulation and Protective Order and that they may not be
24 Disclosed other than pursuant to its terms;
- 25 c. the Parties and those officers, directors, partners, members,
26 employees, of all non-designating Parties that counsel for
27 such Parties deems necessary to aid counsel in the prosecution
28 and defense of this Proceeding; provided, however, that prior

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to the Disclosure of Confidential Materials to any such officer, director, partner, member, employee, counsel for the Party making the Disclosure shall deliver a copy of this Stipulation and Protective Order to such person, shall explain that such person is bound to follow the terms of such Order, and shall secure the signature of such person on a statement in the form attached hereto as Exhibit A;

d. court reporters in this Proceeding (whether at depositions, hearings, or any other proceeding);

-Access to and/or Disclosure of Confidential Materials designated as “Confidential” shall be permitted only to the following persons upon their signature on Exhibit A:

e. any deposition, trial or hearing witness in the Proceeding who previously has had access to the Confidential Materials, or who is currently or was previously an officer, director, partner, member, employee of an entity that has had access to the Confidential Materials;

f. any deposition or non-trial hearing witness in the Proceeding who previously did not have access to the Confidential Materials; provided, however, that each such witness given access to Confidential Materials shall be advised that such Materials are being Disclosed pursuant to, and are subject to, the terms of this Stipulation and Protective Order and that they may not be Disclosed other than pursuant to its terms;

1 g. mock jury participants, provided, however, that prior to the
2 Disclosure of Confidential Materials to any such mock jury
3 participant, counsel for the Party making the Disclosure shall
4 deliver a copy of this Stipulation and Protective Order to each
5 such person, shall explain that such person is bound to follow
6 the terms of such Order, and shall secure the signature of such
7 person on a statement in the form attached hereto as Exhibit
8 A.

9 h. outside experts or expert consultants consulted by the
10 undersigned Parties or their counsel in connection with the
11 Proceeding, whether or not retained to testify at any oral
12 hearing; provided, however, that prior to the Disclosure of
13 Confidential Materials to any such expert or expert consultant,
14 counsel for the Party making the Disclosure shall deliver a
15 copy of this Stipulation and Protective Order to such person,
16 shall explain its terms to such person, and shall secure the
17 signature of such person on a statement in the form attached
18 hereto as Exhibit A. It shall be the obligation of counsel, upon
19 learning of any breach or threatened breach of this Stipulation
20 and Protective Order by any such expert or expert consultant,
21 to promptly notify counsel for the Designating Party of such
22 breach or threatened breach; and

23 i. any other person that the Designating Party agrees to in
24 writing upon advanced notice.

25 8. Confidential Materials shall be used by the persons receiving them only
26 for the purposes of preparing for, conducting, participating in the
27 conduct of, and/or prosecuting and/or defending the Proceeding, and
28 not for any business or other purpose whatsoever.

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9. Any Party to the Proceeding (or other person subject to the terms of this Stipulation and Protective Order) may ask the Court, after appropriate notice to the other Parties to the Proceeding, to modify or grant relief from any provision of this Stipulation and Protective Order.

10. Entering into, agreeing to, and/or complying with the terms of this Stipulation and Protective Order shall not:

a. operate as an admission by any person that any particular Document, Testimony or Information marked “Confidential” contains or reflects trade secrets, proprietary, confidential or competitively sensitive business, commercial, financial or personal information; or

b. prejudice in any way the right of any Party (or any other person subject to the terms of this Stipulation and Protective Order):

i. to seek a determination by the Court of whether any particular Confidential Material should be subject to protection as “Confidential” under the terms of this Stipulation and Protective Order; or

ii. to seek relief from the Court on appropriate notice to all other Parties to the Proceeding from any provision(s) of this Stipulation and Protective Order, either generally or as to any particular Document, Material or Information.

11. Any Party to the Proceeding who has not executed this Stipulation and Protective Order as of the time it is presented to the Court for signature may thereafter become a Party to this Stipulation and Protective Order by its counsel’s signing and dating a copy thereof and filing the same

1 with the Court, and serving copies of such signed and dated copy upon
2 the other Parties to this Stipulation and Protective Order.

3 12. Any Information that may be produced by a non-Party witness in
4 discovery in the Proceeding pursuant to subpoena or otherwise may be
5 designated by such non-Party as “Confidential” under the terms of this
6 Stipulation and Protective Order, and any such designation by a non-
7 Party shall have the same force and effect, and create the same duties
8 and obligations, as if made by one of the undersigned Parties hereto.
9 Any such designation shall also function as a consent by such
10 producing Party to the authority of the Court in the Proceeding to
11 resolve and conclusively determine any motion or other application
12 made by any person or Party with respect to such designation, or any
13 other matter otherwise arising under this Stipulation and Protective
14 Order.

15 13. If any person subject to this Stipulation and Protective Order who has
16 custody of any Confidential Materials receives a subpoena or other
17 process (“Subpoena”) from any government or other person or entity
18 demanding production of Confidential Materials, the recipient of the
19 Subpoena shall promptly give notice of the same by electronic mail
20 transmission, followed by either express mail or overnight delivery to
21 counsel of record for the Designating Party, and shall furnish such
22 counsel with a copy of the Subpoena. Upon receipt of this notice, the
23 Designating Party may, in its sole discretion and at its own cost, move
24 to quash or limit the Subpoena, otherwise oppose production of the
25 Confidential Materials, and/or seek to obtain confidential treatment of
26 such Confidential Materials from the subpoenaing person or entity to
27 the fullest extent available under law. The recipient of the Subpoena
28 may not produce any Documents, Testimony or Information pursuant to

1 the Subpoena prior to the date specified for production on the
2 Subpoena.

3 14. Nothing in this Stipulation and Protective Order shall be construed to
4 preclude either Party from asserting in good faith that certain
5 Confidential Materials require additional protection. The Parties shall
6 meet and confer to agree upon the terms of such additional protection.

7 15. If, after execution of this Stipulation and Protective Order, any
8 Confidential Materials submitted by a Designating Party under the
9 terms of this Stipulation and Protective Order is Disclosed by a non-
10 Designating Party to any person other than in the manner authorized by
11 this Stipulation and Protective Order, the non-Designating Party
12 responsible for the Disclosure shall bring all pertinent facts relating to
13 the Disclosure of such Confidential Materials to the immediate
14 attention of the Designating Party.

15 16. This Stipulation and Protective Order is entered into without prejudice
16 to the right of any Party to knowingly waive the applicability of this
17 Stipulation and Protective Order to any Confidential Materials
18 designated by that Party. If the Designating Party uses Confidential
19 Materials in a non-Confidential manner, then the Designating Party
20 shall advise that the designation no longer applies.

21 17. Material produced and marked as Attorney's Eyes Only may be
22 disclosed only to outside counsel for the receiving party and to such
23 other persons as counsel for the producing party agrees in advance or as
24 Ordered by the Court.

25 18. If information which has been designated as Confidential or Attorney's
26 Eyes Only is included in any papers to be filed with the Court, such
27 papers shall be submitted for filing with the Court along with an
28 application and proposed order to file the papers under seal in

1 compliance with Local Rule 79-5.1. The application, proposed order,
2 and document(s) submitted for filing under seal shall be directed to the
3 judge, pursuant to Local Rule 79-5.1. If only a portion of the
4 document, memorandum, or filing is sealable, the submitting party may
5 file non-confidential, redacted versions of the document, memorandum
6 or other filing with the Court. If the application for sealing is denied,
7 the submitting party may re-submit the document in a manner that
8 conforms with the Court's order and the re-submitted documents are
9 deemed filed as of the date they were originally lodged.

10 19. "The Parties shall meet and confer regarding the procedures for use of
11 Confidential Materials at trial and shall move the Court for entry of an
12 appropriate order. Neither party may remove the confidential
13 designation attributed to a document for the purposes of trial or any
14 other purpose prior to obtaining Court approval.

15 20. Nothing in this Stipulation and Protective Order shall affect the
16 admissibility into evidence of Confidential Materials, or abridge the
17 rights of any person to seek judicial review or to pursue other
18 appropriate judicial action with respect to any ruling made by the Court
19 concerning the issue of the status of Protected Material.

20 21. This Stipulation and Protective Order shall continue to be binding after
21 the conclusion of this Proceeding and all subsequent proceedings
22 arising from this Proceeding, except that a Party may seek the written
23 permission of the Designating Party or may move the Court for relief
24 from the provisions of this Stipulation and Protective Order. To the
25 extent permitted by law, the Court shall retain jurisdiction to enforce,
26 modify, or reconsider this Stipulation and Protective Order, even after
27 the Proceeding is terminated.

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- 1 22. Upon written request made within thirty (30) days after the settlement
2 or other termination of the Proceeding, the undersigned Parties shall
3 have thirty (30) days to either (a) promptly return to counsel for each
4 Designating Party all Confidential Materials and all copies thereof
5 (except that counsel for each Party may maintain in its files, in
6 continuing compliance with the terms of this Stipulation and Protective
7 Order, all work product, and one copy of each pleading filed with the
8 Court and one copy of each deposition together with the exhibits
9 marked at the deposition), (b) agree with counsel for the Designating
10 Party upon appropriate methods and certification of destruction or other
11 disposition of such Confidential Materials, or (c) as to any Documents,
12 Testimony or other Information not addressed by sub-paragraphs (a)
13 and (b), file a motion seeking a Court order regarding proper
14 preservation of such Materials. To the extent permitted by law the
15 Court shall retain continuing jurisdiction to review and rule upon the
16 motion referred to in sub-paragraph (c) herein.
- 17 23. After this Stipulation and Protective Order has been signed by counsel
18 for all Parties, it shall be presented to the Court for entry. Counsel agree
19 to be bound by the terms set forth herein with regard to any
20 Confidential Materials that have been produced before the Court signs
21 this Stipulation and Protective Order.
- 22 24. The Parties and all signatories to the Certification attached hereto as
23 Exhibit A agree to be bound by this Stipulation and Protective Order
24 pending its approval and entry by the Court. In the event that the Court
25 modifies this Stipulation and Protective Order, or in the event that the
26 Court enters a different Protective Order, the Parties agree to be bound
27 by this Stipulation and Protective Order until such time as the Court
28 may enter such a different Order. It is the Parties' intent to be bound by

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the terms of this Stipulation and Protective Order pending its entry so as to allow for immediate production of Confidential Materials under the terms herein.

25. No information that is in the public domain or which is already known by the receiving party through proper means or which is or becomes available to a party from a source other than the party asserting confidentiality, rightfully in possession of such information on a non-confidential basis, shall be deemed or considered to be Confidential material under this Stipulation and Protective Order.

-CONTINUED ON NEXT PAGE-

1 This Stipulation and Protective Order may be executed in counterparts.

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DATED this 3rd day of
February, 2017.

KEITH A. FINK & ASSOCIATES
BY: /s/ Sarah E. Hernandez
Keith A. Fink
Sarah E. Hernandez
Attorneys for Defendant
ADVANCED SPORTS INC.

DATED this 1st day of
February, 2017.

LAW OFFICES OF
MICHAEL W. AYOTTE
/s/ Michael W. Ayotte
BY: _____
Michael W. Ayotte
Attorneys for Plaintiff
EDWARD E. HICKEY

ORDER

GOOD CAUSE APPEARING, the Court hereby approves this
Stipulation and Protective Order.

IT IS SO ORDERED.

Dated: February 07, 2017. _____



JAY C. GANDHI
UNITED STATES - MAGISTRATE JUDGE

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EXHIBIT A

AGREEMENT TO BE BOUND BY PROTECTIVE ORDER

I, _____, declare that:

I am currently employed by _____ located at _____ and my current job title is _____. My personal residence is located at _____.

I have read and believe I understand the terms of the Protective Order filed in EDWARD E. HICKEY v. ADVANCED SPORTS INC ET AL, in the United States District Court-Central District of California, Case No. 8:16-cv-01338-JLS-JCG. I agree to comply with and be bound by the provisions of the Protective Order. I understand that any violation of the Protective Order may subject me to sanctions by the Court, civil liability, criminal liability, or any combination of the above. I submit myself to the jurisdiction of the Superior Court of the State of California for the County of Orange for the purpose of enforcing or otherwise providing relief relating to the Protective Order. I agree to abide by the terms set forth as follows:

I have been designated in accordance with Paragraphs 7(c), (g) or (h) of the Protective Order to receive information designated as “CONFIDENTIAL.” I shall not divulge any materials, or copies of materials, which are designated “CONFIDENTIAL” obtained in accordance with the Protective Order, or the contents of such materials, to any person other than those specifically authorized by the Protective Order. I shall not copy or use such materials except for the purposes of this Litigation and in accordance with the terms of the Protective Order. As soon as is practical, but no later than thirty (30) days after final termination of this litigation, I shall return any materials in my possession designated “CONFIDENTIAL” to the attorney from whom I received such

1 materials. I shall also return to that attorney, at that time, all copies, excerpts,
2 summaries, notes, digests, abstracts, and indices relating to such materials.

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

Dated: _____ Signature: _____