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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

INTERNATIONAL BRAVO.COM,
INC., a Delaware corporation,

Plaintiff,

vs.

RAVINDRA KUMAR LAHOTI, et
al.,

Defendants.

Case No. 8:17-cv-01614-JLS-JDE

STIPULATION AND
PROTECTIVE ORDER

RAVINDRA KUMAR LAHOTI, an
individual,

Counterclaimant,

v.

LOUIE LARDAS, an individual,

Counterdefendant.

**[Discovery Document: Referred to
Magistrate Judge John D. Early]**

1
2 1. PURPOSES AND LIMITATIONS

3 Discovery in this action is likely to involve production of confidential,
4 proprietary or private information for which special protection from public
5 disclosure and from use for any purpose other than pursuing this litigation may
6 be warranted. Accordingly, the parties hereby stipulate to and petition the
7 Court to enter the following Stipulated Protective Order. The parties
8 acknowledge that this Order does not confer blanket protections on all
9 disclosures or responses to discovery and that the protection it affords from
10 public disclosure and use extends only to the limited information or items that
11 are entitled to confidential treatment under the applicable legal principles.

12 2. GOOD CAUSE STATEMENT

13 This action is likely to involve sensitive personal, commercial, financial,
14 technical and/or proprietary information for which special protection from
15 public disclosure and from use for any purpose other than prosecution of this
16 action is warranted. Such confidential and proprietary materials and
17 information consist of, among other things, personal emails, user account
18 information and passwords to various domain name, business and/or financial
19 accounts, confidential business or financial information, information regarding
20 confidential business practices, or other sensitive personal or commercial
21 information (including information implicating privacy rights of third parties),
22 information otherwise generally unavailable to the public, or which may be
23 privileged or otherwise protected from disclosure under state or federal
24 statutes, court rules, case decisions, or common law. Accordingly, to expedite
25 the flow of information, to facilitate the prompt resolution of disputes over
26 confidentiality of discovery materials, to adequately protect information the
27 parties are entitled to keep confidential, to ensure that the parties are permitted
28

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

9 3. ACKNOWLEDGMENT OF UNDER SEAL FILING
10 PROCEDURE

11 The parties further acknowledge, as set forth in Section 12.3, below, that
12 this Stipulated Protective Order does not entitle them to file confidential
13 information under seal; Local Civil Rule 79-5 sets forth the procedures that
14 must be followed and the standards that will be applied when a party seeks
15 permission from the court to file material under seal. There is a strong
16 presumption that the public has a right of access to judicial proceedings and
17 records in civil cases. In connection with non-dispositive motions, good cause
18 must be shown to support a filing under seal. See Kamakana v. City and
19 County of Honolulu, 447 F.3d 1172, 1176 (9th Cir. 2006), Phillips v. Gen.
20 Motors Corp., 307 F.3d 1206, 1210-11 (9th Cir. 2002), Makar-Welbon v. Sony
21 Electrics, Inc., 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated
22 protective orders require good cause showing), and a specific showing of good
23 cause or compelling reasons with proper evidentiary support and legal
24 justification, must be made with respect to Protected Material that a party
25 seeks to file under seal. The parties' mere designation of Disclosure or
26 Discovery Material as CONFIDENTIAL does not— without the submission
27 of competent evidence by declaration, establishing that the material sought to
28

1 be filed under seal qualifies as confidential, privileged, or otherwise
2 protectable—constitute good cause.

3 Further, if a party requests sealing related to a dispositive motion or trial,
4 then compelling reasons, not only good cause, for the sealing must be shown,
5 and the relief sought shall be narrowly tailored to serve the specific interest to
6 be protected. See Pintos v. Pacific Creditors Ass’n., 605 F.3d 665, 677-79 (9th
7 Cir. 2010). For each item or type of information, document, or thing sought to
8 be filed or introduced under seal, the party seeking protection must articulate
9 compelling reasons, supported by specific facts and legal justification, for the
10 requested sealing order. Again, competent evidence supporting the application
11 to file documents under seal must be provided by declaration.

12 Any document that is not confidential, privileged, or otherwise
13 protectable in its entirety will not be filed under seal if the confidential portions
14 can be redacted. If documents can be redacted, then a redacted version for
15 public viewing, omitting only the confidential, privileged, or otherwise
16 protectable portions of the document, shall be filed. Any application that seeks
17 to file documents under seal in their entirety should include an explanation of
18 why redaction is not feasible.

19
20 4. DEFINITIONS

21 4.1 Action: this pending federal lawsuit.

22 4.2 Challenging Party: a Party or Non-Party that challenges the
23 designation of information or items under this Order.

24 4.3 “CONFIDENTIAL” Information or Items: information
25 (regardless of how it is generated, stored or maintained) or tangible things that
26 qualify for protection under Federal Rule of Civil Procedure 26(c), and as
27 specified above in the Good Cause Statement.
28

1 4.4 Counsel: Outside Counsel of Record and House Counsel (as well
2 as their support staff).

3 4.5 Designating Party: a Party or Non-Party that designates
4 information or items that it produces in disclosures or in responses to discovery
5 as “CONFIDENTIAL.”

6 4.6 Disclosure or Discovery Material: all items or information,
7 regardless of the medium or manner in which it is generated, stored, or
8 maintained (including, among other things, testimony, transcripts, and tangible
9 things), that are produced or generated in disclosures or responses to discovery.

10 4.7 Expert: a person with specialized knowledge or experience in a
11 matter pertinent to the litigation who has been retained by a Party or its
12 counsel to serve as an expert witness or as a consultant in this Action.

13 4.8 House Counsel: attorneys who are employees of a party to this
14 Action. House Counsel does not include Outside Counsel of Record or any
15 other outside counsel.

16 4.9 Non-Party: any natural person, partnership, corporation,
17 association or other legal entity not named as a Party to this action.

18 4.10 Outside Counsel of Record: attorneys who are not employees of a
19 party to this Action but are retained to represent a party to this Action and
20 have appeared in this Action on behalf of that party or are affiliated with a law
21 firm that has appeared on behalf of that party, and includes support staff.

22 4.11 Party: any party to this Action, including all of its officers,
23 directors, employees, consultants, retained experts, and Outside Counsel of
24 Record (and their support staffs).

25 4.12 Producing Party: a Party or Non-Party that produces Disclosure or
26 Discovery Material in this Action.

27 4.13 Professional Vendors: persons or entities that provide litigation
28

1 support services (e.g., photocopying, videotaping, translating, preparing
2 exhibits or demonstrations, and organizing, storing, or retrieving data in any
3 form or medium) and their employees and subcontractors.

4 4.14 Protected Material: any Disclosure or Discovery Material that is
5 designated as “CONFIDENTIAL.”

6 4.15 Receiving Party: a Party that receives Disclosure or Discovery
7 Material from a Producing Party.

8 5. SCOPE

9 The protections conferred by this Stipulation and Order cover not only
10 Protected Material (as defined above), but also (1) any information copied or
11 extracted from Protected Material; (2) all copies, excerpts, summaries, or
12 compilations of Protected Material; and (3) any testimony, conversations, or
13 presentations by Parties or their Counsel that might reveal Protected Material.
14

15 Any use of Protected Material at trial shall be governed by the orders of
16 the trial judge and other applicable authorities. This Order does not govern the
17 use of Protected Material at trial.

18 6. DURATION

19 Once a case proceeds to trial, information that was designated as
20 CONFIDENTIAL or maintained pursuant to this protective order used or
21 introduced as an exhibit at trial becomes public and will be presumptively
22 available to all members of the public, including the press, unless compelling
23 reasons supported by specific factual findings to proceed otherwise are made to
24 the trial judge in advance of the trial. See Kamakana, 447 F.3d at 1180-81
25 (distinguishing “good cause” showing for sealing documents produced in
26 discovery from “compelling reasons” standard when merits-related documents
27 are part of court record). Accordingly, the terms of this protective order do not
28 extend beyond the commencement of the trial.

1 7. DESIGNATING PROTECTED MATERIAL

2 7.1 Exercise of Restraint and Care in Designating Material for

3 Protection. Each Party or Non-Party that designates information
4 or items for protection under this Order must take care to limit any such
5 designation to specific material that qualifies under the appropriate standards.
6 The Designating Party must designate for protection only those parts of
7 material, documents, items or oral or written communications that qualify so
8 that other portions of the material, documents, items or communications for
9 which protection is not warranted are not swept unjustifiably within the ambit
10 of this Order.

11 Mass, indiscriminate or routinized designations are prohibited.

12 Designations that are shown to be clearly unjustified or that have been made
13 for an improper purpose (e.g., to unnecessarily encumber the case development
14 process or to impose unnecessary expenses and burdens on other parties) may
15 expose the Designating Party to sanctions.

16 If it comes to a Designating Party's attention that information or items
17 that it designated for protection do not qualify for protection, that Designating
18 Party must promptly notify all other Parties that it is withdrawing the
19 inapplicable designation.
20

21 7.2 Manner and Timing of Designations. Except as otherwise
22 provided in this Order, or as otherwise stipulated or ordered, Disclosure of
23 Discovery Material that qualifies for protection under this Order must be
24 clearly so designated before the material is disclosed or produced.

25 Designation in conformity with this Order requires:

26 (a) for information in documentary form (e.g., paper or electronic
27 documents, but excluding transcripts of depositions or other pretrial or trial
28 proceedings), that the Producing Party affix at a minimum, the legend

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

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

17
18 (b) for testimony given in depositions that the Designating Party
19 identifies the Disclosure or Discovery Material on the record, before the close
20 of the deposition all protected testimony.

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

27 7.3 Inadvertent Failures to Designate. If timely corrected, an
28 inadvertent failure to designate qualified information or items does not,

1 standing alone, waive the Designating Party’s right to secure protection under
2 this Order for such material. Upon timely correction of a designation, the
3 Receiving Party must make reasonable efforts to assure that the material is
4 treated in accordance with the provisions of this Order.

5 8. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6 8.1. Timing of Challenges. Any Party or Non-Party may challenge a
7 designation of confidentiality at any time that is consistent with the Court’s
8 Scheduling Order.

9 8.2 Meet and Confer. The Challenging Party shall initiate the dispute
10 resolution process under Local Rule 37-1 et seq.

11 8.3 Joint Stipulation. Any challenge submitted to the Court shall be via a
12 joint stipulation pursuant to Local Rule 37-2.

13 8.4 The burden of persuasion in any such challenge proceeding shall be
14 on the Designating Party. Frivolous challenges, and those made for an
15 improper purpose (e.g., to harass or impose unnecessary expenses and burdens
16 on other parties) may expose the Challenging Party to sanctions. Unless the
17 Designating Party has waived or withdrawn the confidentiality designation, all
18 parties shall continue to afford the material in question the level of protection
19 to which it is entitled under the Producing Party’s designation until the Court
20 rules on the challenge.
21

22 9. ACCESS TO AND USE OF PROTECTED MATERIAL

23 9.1 Basic Principles. A Receiving Party may use Protected Material that
24 is disclosed or produced by another Party or by a Non-Party in connection
25 with this Action only for prosecuting, defending or attempting to settle this
26 Action. Such Protected Material may be disclosed only to the categories of
27 persons and under the conditions described in this Order. When the Action has
28

1 been terminated, a Receiving Party must comply with the provisions of section
2 15 below (FINAL DISPOSITION).

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

6 9.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
7 otherwise ordered by the court or permitted in writing by the Designating
8 Party, a Receiving Party may disclose any information or item designated
9 “CONFIDENTIAL” only to:

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

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

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

19 (d) the court and its personnel;

20 (e) court reporters and their staff;

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

25 (g) the author or recipient of a document containing the
26 information or a custodian or other person who otherwise possessed or knew
27 the information;
28

1 (h) during their depositions, witnesses, and attorneys for witnesses,
2 in the Action to whom disclosure is reasonably necessary provided: (1) the
3 deposing party requests that the witness sign the form attached as Exhibit A
4 hereto; and (2) they will not be permitted to keep any confidential information
5 unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit
6 A), unless otherwise agreed by the Designating Party or ordered by the court.
7 Pages of transcribed deposition testimony or exhibits to depositions that reveal
8 Protected Material may be separately bound by the court reporter and may not
9 be disclosed to anyone except as permitted under this Stipulated Protective
10 Order; and

11 (i) any mediators or settlement officers and their supporting
12 personnel, mutually agreed upon by any of the parties engaged in settlement
13 discussions.

14 10. PROTECTED MATERIAL SUBPOENAED OR ORDERED
15 PRODUCED IN OTHER LITIGATION

16
17 If a Party is served with a subpoena or a court order issued in other
18 litigation that compels disclosure of any information or items designated in this
19 Action as “CONFIDENTIAL,” that Party must:

20 (a) promptly notify in writing the Designating Party. Such
21 notification shall include a copy of the subpoena or court order;

22 (b) promptly notify in writing the party who caused the subpoena
23 or order to issue in the other litigation that some or all of the material covered
24 by the subpoena or order is subject to this Protective Order. Such notification
25 shall include a copy of this Stipulated Protective Order; and

26 (c) cooperate with respect to all reasonable procedures sought to be
27 pursued by the Designating Party whose Protected Material may be affected. If
28 the Designating Party timely seeks a protective order, the Party served with the

1 subpoena or court order shall not produce any information designated in this
2 action as “CONFIDENTIAL” before a determination by the court from which
3 the subpoena or order issued, unless the Party has obtained the Designating
4 Party’s permission. The Designating Party shall bear the burden and expense
5 of seeking protection in that court of its confidential material and nothing in
6 these provisions should be construed as authorizing or encouraging a
7 Receiving Party in this Action to disobey a lawful directive from another court.
8

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

11 (a) The terms of this Order are applicable to information produced
12 by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such
13 information produced by Non-Parties in connection with this litigation is
14 protected by the remedies and relief provided by this Order. Nothing in these
15 provisions should be construed as prohibiting a Non-Party from seeking
16 additional protections.

17 (b) In the event that a Party is required, by a valid discovery
18 request, to produce a Non-Party’s confidential information in its possession,
19 and the Party is subject to an agreement with the Non-Party not to produce the
20 Non-Party’s confidential information, then the Party shall:

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

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

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

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

11 12. UNAUTHORIZED DISCLOSURE OF PROTECTED
12 MATERIAL

13 If a Receiving Party learns that, by inadvertence or otherwise, it has
14 disclosed Protected Material to any person or in any circumstance not
15 authorized under this Stipulated Protective Order, the Receiving Party must
16 immediately (a) notify in writing the Designating Party of the unauthorized
17 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the
18 Protected Material, (c) inform the person or persons to whom unauthorized
19 disclosures were made of all the terms of this Order, and (d) request such
20 person or persons to execute the "Acknowledgment an Agreement to Be
21 Bound" attached hereto as Exhibit A.

22 23. INADVERTENT PRODUCTION OF PRIVILEGED OR
24 OTHERWISE PROTECTED MATERIAL

25 When a Producing Party gives notice to Receiving Parties that certain
26 inadvertently produced material is subject to a claim of privilege or other
27 protection, the obligations of the Receiving Parties are those set forth in
28 Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to

1 modify whatever procedure may be established in an e-discovery order that
2 provides for production without prior privilege review. The production of
3 privileged or work-product protected documents, electronically stored
4 information (“ESI”) or information, whether inadvertent or otherwise, is not a
5 waiver of the privilege or protection from discovery in this Action or in any
6 other federal or state proceeding. This Order shall be interpreted to provide the
7 maximum protection allowed by Federal Rule of Evidence 502(d) and (e).
8 Nothing contained herein is intended or shall serve to limit a Party’s right to
9 conduct a review of documents, ESI or information (including metadata) for
10 relevance, responsiveness, and/or segregation of privileged and/or protected
11 information before production.

12 14. MISCELLANEOUS

13 14.1 Right to Further Relief. Nothing in this Order abridges the right of
14 any person to seek its modification by the Court in the future.

15 14.2 Right to Assert Other Objections. By stipulating to the entry of this
16 Protective Order, no Party waives any right it otherwise would have to object
17 to disclosing or producing any information or item on any ground not
18 addressed in this Stipulated Protective Order. Similarly, no Party waives any
19 right to object on any ground to use in evidence of any of the material covered
20 by this Protective Order.

21 14.3 Filing Protected Material. A Party that seeks to file under seal any
22 Protected Material must comply with Local Civil Rule 79-5. Protected
23 Material may only be filed under seal pursuant to a court order authorizing the
24 sealing of the specific Protected Material. If a Party’s request to file Protected
25 Material under seal is denied by the court, then the Receiving Party may file
26 the information in the public record unless otherwise instructed by the court.

27 15. FINAL DISPOSITION

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

21 16. VIOLATION

22 Any violation of this Order may be punished by appropriate measures
23 including, without limitation, contempt proceedings and/or monetary
24 sanctions.
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1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2
3
4 DATED: February 8, 2017

/s/ Brett Lewis
Attorneys for Plaintiff

5
6 DATED: February 8, 2017

/s/ Jacob C. Gonzales
Attorneys for Defendant

7
8 I, Brett Lewis, am the CM/ECF user whose ID and password are being
9 used to file this Stipulation and Proposed Protective Order. Pursuant to Local
10 Civil Rule 5-4.3.4(a)(2)(i), I hereby attest that Jacob C. Gonzales, on whose
11 behalf this filing is jointly submitted, has concurred in this filing.

12
13 /s/ Brett Lewis

14 Brett Lewis

15
16
17 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

18
19 DATED: February 8, 2018

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22 JOHN D. EARLY
23 United States Magistrate Judge
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EXHIBIT A

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1 UNITED STATES DISTRICT COURT
2 CENTRAL DISTRICT OF CALIFORNIA

3 INTERNATIONAL BRAVO.COM,
4 INC., a Delaware corporation,

5 Plaintiff,

6
7 vs.

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9 RAVINDRA KUMAR LAHOTI, et
10 al.,

11 Defendants.

12
13 RAVINDRA KUMAR LAHOTI, an
14 individual,

15 Counterclaimant,

16 v.

17 LOUIE LARDAS, an individual,

18 Counterdefendant.

Case No. 8:17-cv-01614-JLS-JDE

ACKNOWLEDGMENT AND
AGREEMENT TO BE BOUND

19
20
21 I, _____, state that:

22 1. My address is _____.

23
24 2. I have received a copy of the Stipulation and Protective Order (the "Order")
25 entered in the above-captioned action (the "Action").

26
27 3. I have carefully read the Order and I understand its provisions.

28 Acknowledgment and Agreement to Be Bound

- 1 4. I will comply with the Order.
- 2
- 3 5. I will hold in confidence and will not disclose to anyone other than those
- 4 qualified under the Order, any Protected Material that is produced or
- 5 disclosed to me.
- 6
- 7 6. To the extent Protected Material is disclosed to me, it will be used only for
- 8 purposes of this Action.
- 9
- 10 7. At the conclusion of this Action, I will return all Protected Material, and
- 11 documents and things that I have prepared relating thereto, to counsel for the
- 12 party by whom I am employed or retained, or to counsel from whom I
- 13 received the Protected Material.
- 14

15 Signed:

16 _____

17 Date:

18 _____

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Acknowledgment and Agreement to Be Bound