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

TRELLEBORG SEALING  
SOLUTIONS  
US, INC.

Plaintiff,

v.

PRECISION WIRE COMPONENTS,  
LLC D/B/A CREGANNA MEDICAL  
and DOES 1 through 10, inclusive,

Defendant.

Case No. 8:20-cv-01966 JLS (ADSx)

Magistrate Judge:  
Hon. Autumn D. Spaeth

**ORDER GRANTING  
STIPULATED PROTECTIVE  
ORDER**

This Stipulated Protective Order is between Plaintiff Trelleborg Sealing Solutions US, Inc. (“TSS”) and Defendant Precision Wire Components LLC D/B/A Creganna Medical (“Creganna”), by and through their respective counsel of record:

1 **I. PURPOSES AND LIMITATIONS**

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

15  
16 **II. GOOD CAUSE STATEMENT**

17 This action is likely to involve trade secrets, customer and pricing lists  
18 and other valuable research, development, commercial, financial, technical  
19 and/or proprietary information for which special protection from public  
20 disclosure and from use for any purpose other than prosecution of this action is  
21 warranted. Such confidential and proprietary materials and information consist  
22 of, among other things, confidential business or financial information,  
23 information regarding confidential business practices, or other confidential  
24 research, development, or commercial information (including information  
25 implicating privacy rights of third parties), information otherwise generally  
26 unavailable to the public, or which may be privileged or otherwise protected

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

### 13 14 **III. DEFINITIONS**

15 A. Action: This pending federal law suit, Case No. 8:20-cv-01966 JLS  
16 (ADSx).

17 B. Challenging Party: A Party or Non-Party that challenges the  
18 designation of information or items under this Order.

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

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

1 E. Designating Party: A Party or Non-Party that designates information  
2 or items that it produces in disclosures or in responses to discovery as  
3 “CONFIDENTIAL.”

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

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

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

15 I. Non-Party: Any natural person, partnership, corporation, association,  
16 or other legal entity not named as a Party to this action.

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

22 K. 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 L. Producing Party: A Party or Non-Party that produces Disclosure or  
26 Discovery Material in this Action.

1 M. Professional Vendors: Persons or entities that provide litigation  
2 support services (e.g., photocopying, videotaping, translating, preparing  
3 exhibits or demonstrations, and organizing, storing, or retrieving data in any  
4 form or medium) and their employees and subcontractors.

5 N. Protected Material: Any Disclosure or Discovery Material that is  
6 designated as “CONFIDENTIAL.”

7 O. Receiving Party: A Party that receives Disclosure or Discovery  
8 Material from a Producing Party.

9  
10 **IV. SCOPE**

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

17 B. Any use of Protected Material at trial shall be governed by the orders  
18 of the trial judge. This Order does not govern the use of Protected Material  
19 at trial.

20  
21 **V. DURATION**

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

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5 **VI. DESIGNATING PROTECTED MATERIAL**

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

- 7 1. Each Party or Non-Party that designates information or items  
8 for protection under this Order must take care to limit any such  
9 designation to specific material that qualifies under the appropriate  
10 standards. The Designating Party must designate for protection only  
11 those parts of material, documents, items, or oral or written  
12 communications that qualify so that other portions of the material,  
13 documents, items, or communications for which protection is not  
14 warranted are not swept unjustifiably within the ambit of this Order.
- 15 2. Mass, indiscriminate, or routinized designations are prohibited.  
16 Designations that are shown to be clearly unjustified or that have  
17 been made for an improper purpose (e.g., to unnecessarily encumber  
18 the case development process or to impose unnecessary expenses and  
19 burdens on other parties) may expose the Designating Party to  
20 sanctions.
- 21 3. If it comes to a Designating Party's attention that information  
22 or items that it designated for protection do not qualify for protection,  
23 that Designating Party must promptly notify all other Parties that it is  
24 withdrawing the inapplicable designation.

25 B. Manner and Timing of Designations

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1. Except as otherwise provided in this Order (*see, e.g.*, Section B(2)(b) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

2. Designation in conformity with this Order requires the following:

a. For information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that contains protected material.

b. A Party or Non-Party that makes original documents available for inspection need not designate them for protection until after the inspecting Party has indicated which documents it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page that contains Protected Material.

c. Depositions. Any deposition which a party determines will or might reasonably include disclosure of Confidential

1 Information shall be attended only by those persons entitled  
2 to receive such Confidential Information pursuant to this  
3 Stipulated Protective Order, but this shall not be construed to  
4 allow any such person to attend a deposition he or she  
5 otherwise would not be allowed to attend. During a  
6 deposition, any party may ask the reporter to designate  
7 certain portions of the testimony as confidential, in which  
8 case the confidential portions shall be separately transcribed  
9 and labeled as confidential. In addition, within thirty (30)  
10 days after a copy of the transcript taken at the deposition is  
11 delivered to the parties, counsel may designate the entirety or  
12 any specified portion of the transcript or exhibits thereto as  
13 Confidential by letter to the opposing party. Until such  
14 thirty-day period expires, the entirety of such transcripts and  
15 all exhibits thereto shall be treated as Confidential and  
16 subject to this Agreement. After such thirty-day period  
17 expires, such transcripts, exhibits or portions thereof  
18 designated as Confidential shall be treated as such under this  
19 Agreement. If no such designation is made within thirty  
20 days, such transcripts or exhibits shall not be subject to this  
21 Agreement, except as later agreed by the parties.

22 d. For information produced in form other than document  
23 and for any other tangible items, that the Producing Party affix  
24 in a prominent place on the exterior of the container or  
25 containers in which the information is stored the legend  
26 “CONFIDENTIAL.”



1 C. Inadvertent Failure to Designate

2 The inadvertent, unintentional, or *in camera* disclosure of Confidential  
3 Information shall not be deemed a waiver, in whole or in part, of any  
4 party's claim of confidentiality. Within fifteen (15) days of discovering  
5 such inadvertent or unintentional disclosure, any party to this Agreement  
6 must advise the other parties that the Confidential Information is to be  
7 designated as Confidential under the terms of this Agreement. Upon timely  
8 correction of inadvertent disclosure, the Receiving Party must make  
9 reasonable efforts to assure that the material is treated in accordance with  
10 the provisions of this order.

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12 **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

13 A. Timing of Challenges

14 1. Any party or Non-Party may challenge a designation of  
15 confidentiality at any time that is consistent with the Court's  
16 Scheduling Order.

17 B. Meet and Confer

18 1. The Challenging Party shall initiate the dispute resolution  
19 process under Local Rule 37.1 et seq.

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

### 3 4 **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

#### 5 A. Basic Principles

6 1. A Receiving Party may use Protected Material that is disclosed  
7 or produced by another Party or by a Non-Party in connection with  
8 this Action only for prosecuting, defending, or attempting to settle  
9 this Action. Such Protected Material may be disclosed only to the  
10 categories of persons and under the conditions described in this  
11 Order. When the Action has been terminated, a Receiving Party must  
12 comply with the provisions of Section XIV below.

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

#### 16 B. Disclosure of "CONFIDENTIAL" Information or Items

17 1. Unless otherwise ordered by the Court or permitted in writing  
18 by the Designating Party, a Receiving Party may disclose any  
19 information or item designated "CONFIDENTIAL" only to:

20 a. The Receiving Party's Outside Counsel of Record in this  
21 Action, as well as employees of said Outside Counsel of  
22 Record to whom it is reasonably necessary to disclose the  
23 information for this Action;

24 b. The officers, directors, and employees (including House  
25 Counsel) of the Receiving Party to whom disclosure is  
26 reasonably necessary for this Action;

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

5 d. The Court and its personnel;

6 e. Court reporters and their staff;

7 f. Professional jury or trial consultants, mock jurors, and  
8 Professional Vendors to whom disclosure is reasonably  
9 necessary or this Action and who have signed the  
10 “Acknowledgment and Agreement to be Bound” attached as  
11 Exhibit A hereto;

12 g. The author or recipient of a document containing the  
13 information or a custodian or other person who otherwise  
14 possessed or knew the information;

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

3 i. Any mediator or settlement officer, and their supporting  
4 personnel, mutually agreed upon by any of the parties engaged  
5 in settlement discussions.  
6

7 **IX. PROTECTED MATERIAL SUPOENAED OR ORDERED**  
8 **PRODUCED IN OTHER LITIGATION**

9 A. If a Party is served with a subpoena or a court order issued in other  
10 litigation that compels disclosure of any information or items designated in  
11 this Action as “CONFIDENTIAL,” that Party must:

- 12 1. Promptly notify in writing the Designating Party. Such  
13 notification shall include a copy of the subpoena or court order;
- 14 2. Promptly notify in writing the party who caused the subpoena  
15 or order to issue in the other litigation that some or all of the material  
16 covered by the subpoena or order is subject to this Protective Order.  
17 Such notification shall include a copy of this Stipulated Protective  
18 Order; and
- 19 3. Cooperate with respect to all reasonable procedures sought to  
20 be pursued by the Designating Party whose Protected Material may  
21 be affected.

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

6 **X. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
7 **PRODUCED IN THIS LITIGATION**

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

14 B. In the event that a Party is required, by a valid discovery request, to  
15 produce a Non-Party’s confidential information in its possession, and the  
16 Party is subject to an agreement with the Non-Party not to produce the Non-  
17 Party’s confidential information, then the Party shall:

- 18 1. Promptly notify in writing the Requesting Party and the Non-  
19 Party that some or all of the information requested is subject to a  
20 confidentiality agreement with a Non-Party;
- 21 2. Promptly provide the Non-Party with a copy of the Stipulated  
22 Protective Order in this Action, the relevant discovery request(s), and  
23 a reasonably specific description of the information requested; and
- 24 3. Make the information requested available for inspection by the  
25 Non-Party, if requested.  
26

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

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11 **XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

12 A. If a Receiving Party learns that, by inadvertence or otherwise, it has  
13 disclosed Protected Material to any person or in any circumstance not  
14 authorized under this Stipulated Protective Order, the Receiving Party  
15 must immediately (1) notify in writing the Designating Party of the  
16 unauthorized disclosures, (2) use its best efforts to retrieve all  
17 unauthorized copies of the Protected Material, (3) inform the person or  
18 persons to whom unauthorized disclosures were made of all the terms of  
19 this Order, and (4) request such person or persons to execute the  
20 "Acknowledgment and Agreement to be Bound" that is attached hereto as  
21 Exhibit A.

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

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

10 B. To that end and, in the interest of expediting discovery in these  
11 proceedings and avoiding unnecessary costs, (a) inadvertent or  
12 unintentional disclosure of privileged information and/or work product  
13 shall not be deemed a waiver, in whole or in part, of any otherwise valid  
14 claim of privilege, immunity, or other protection; and (b) failure to assert  
15 a privilege and/or work product as to one document or communication  
16 shall not be deemed to constitute a waiver, in whole or in part, of the  
17 privilege, immunity, or other protection as to any other document or  
18 communication allegedly so protected, even involving the same subject  
19 matter. In the case of inadvertently produced privileged and/or work  
20 product documents, upon the recipient becoming aware that he or she has  
21 received such documents that were inadvertently produced, or upon a  
22 request made by the producing party, the documents together with all  
23 copies made of them and any notes made from them shall be returned  
24 forthwith to the party claiming privilege and/or work product immunity.  
25 Any party may, within five (5) business days after notification of  
26 inadvertent disclosure under this paragraph, object to the claim of  
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1 to file Protected Material under seal is denied by the Court, then the  
2 Receiving Party may file the information in the public record unless  
3 otherwise instructed by the Court.  
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#### 5 **XIV. FINAL DISPOSITION**

6 A. After the final disposition of this Action, as defined in Section V,  
7 within thirty (30) days of a written request by the Designating Party, each  
8 Receiving Party must return all Protected Material to the Producing Party or  
9 destroy such material. As used in this subdivision, “all Protected Material”  
10 includes all copies, abstracts, compilations, summaries, and any other  
11 format reproducing or capturing any of the Protected Material. Whether the  
12 Protected Material is returned or destroyed, the Receiving Party must  
13 submit a written certification to the Producing Party (and, if not the same  
14 person or entity, to the Designating Party) by the 30 day deadline that (1)  
15 identifies (by category, where appropriate) all the Protected Material that  
16 was returned or destroyed and (2) affirms that the Receiving Party has not  
17 retained any copies, abstracts, compilations, summaries or any other format  
18 reproducing or capturing any of the Protected Material. Any attorney of  
19 record in this action who provides access to Confidential Information to any  
20 expert, consultant, witness, or other person (as defined in Paragraph III) is  
21 responsible for the retrieval from any such expert, consultant, witness, or  
22 other person of all documents designated as Confidential; as well as the  
23 work product prepared by any such expert, consultant, witness, or other  
24 person derived from that Confidential Information. Such materials shall be  
25 destroyed and/or returned to that attorney of record.

26 1. Notwithstanding this provision, Counsel are entitled to retain an  
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1 archival copy of all pleadings, motion papers, trial, deposition,  
2 and hearing transcripts, legal memoranda, correspondence,  
3 deposition and trial exhibits, expert reports, attorney work  
4 product, and consultant and expert work product, even if such  
5 materials contain Protected Material. Any such archival copies  
6 that contain or constitute Protected Material remain subject to  
7 this Protective Order as set forth in Section V. This Agreement,  
8 and the obligation to keep Confidential Information confidential,  
9 shall survive the final termination of this action.

10 B. Any violation of this Order may be punished by any and all appropriate  
11 measures including, without limitation, contempt proceedings and/or  
12 monetary sanctions.

13  
14 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

15  
16 Dated: April 12, 2021

/s/ Alexander L. Conti  
Alexander L. Conti  
CONTI LAW  
Attorney for Plaintiff  
Trelleborg Sealing Solutions US, Inc.

17  
18  
19  
20 Dated: April 12, 2021

/s/ Michelle M. Fujimoto  
Michelle M. Fujimoto  
SHOOK, HARDY & BACON L.L.P.  
Attorney for Defendant  
Precision Wire Components, LLC d/b/a  
Creganna Medical

1 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

2  
3 Dated: April 13, 2021

/s/ Autumn D. Spaeth  
4 HONORABLE AUTUMN D. SPAETH  
5 United States Magistrate Judge  
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1 **EXHIBIT A: ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

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3 I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
4 \_\_\_\_\_ [print or type full address], declare under penalty of perjury  
5 that I have read in its entirety and understand the Stipulated Protective Order that  
6 was issue by the United States District Court for the Central District of California  
7 on [DATE] in the case of *Trelleborg Sealing Solutions US, Inc. v. Precision Wire*  
8 *Components, LLC d/b/a Creganna Medical*, Case No. 8:20-cv-01966 JLS  
9 (ADSx). I agree to comply with and to be bound by all the terms of this  
10 Stipulated Protective Order and I understand and acknowledge that failure to so  
11 comply could expose me to sanctions and punishment in the nature of contempt. I  
12 solemnly promise that I will not disclose in any manner any information or item  
13 that is subject to this Stipulated Protective Order to any person or entity except in  
14 strict compliance with the provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District  
16 Court for the Central District of California for the purpose of enforcing the terms  
17 of this Stipulated Protective Order, even if such enforcement proceedings occur  
18 after termination of this action. I hereby appoint \_\_\_\_\_  
19 [print or type full name] of \_\_\_\_\_ [print or type full  
20 address and telephone number] as my California agent for service of process in  
21 connection with this action or any proceedings related to enforcement of this  
22 Stipulated Protective Order.

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

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

25 Printed Name: \_\_\_\_\_

26 Signature: \_\_\_\_\_