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11 Attorneys for Defendant  
 12 **MCLAREN AUTOMOTIVE, INC.**

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

15 **APEX EVENTS, LLC dba APEX**  
 16 **PERFORMANCE, a California Limited**  
 17 **Liability Company,,**

18 **Plaintiff,**

19 **vs.**

20 **McLaren Automotive, Inc., a Delaware**  
 21 **Corporation,**

22 **Defendant.**

Case No. 8:23-cv-02229 MRA (KESx)

**STIPULATED PROTECTIVE ORDER**

Assigned to Honorable Monica  
 Ramirez Almadani  
 Magistrate Judge Karen E. Scott

Action filed: October 23, 2023  
 Trial Date: February 3, 2025

23 **1. A. PURPOSES AND LIMITATIONS**

24 Discovery in this action is likely to involve production of confidential,  
 25 proprietary, and/or private information for which special protection from public  
 26 disclosure and from use for any purpose other than prosecuting this litigation may be  
 27 warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter  
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1 the following Stipulated Protective Order. The parties acknowledge that this Order  
2 does not confer blanket protections on all disclosures or responses to discovery and  
3 that the protection it affords from public disclosure and use extends only to the limited  
4 information or items that are entitled to confidential treatment under the applicable  
5 legal principles. The parties further acknowledge, as set forth in Section 12.3, below,  
6 that this Stipulated Protective Order does not entitle them to file confidential  
7 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be  
8 followed and the standards that will be applied when a party seeks permission from  
9 the court to file material under seal.

10 **B. GOOD CAUSE STATEMENT**

11 This action involves allegations concerning event planning services provided by  
12 Plaintiff Apex Events, LLC dba Apex Performance (“Apex”) for McLaren  
13 Automotive, Inc. (“MAI”) and relate to an agreement between the parties which  
14 contains an express confidentiality provision restricting disclosure of its existence or  
15 its terms. In addition, on December 6, 2023, MAI filed an Application to File  
16 Counterclaim Under Seal to protect the confidentiality of certain information  
17 contained in its counterclaim, which was granted by the Court. [Dkt. 9, 12]. In its  
18 Counterclaim, MAI also alleges that Apex has violated the confidentiality provision  
19 in the parties’ agreements. [Dkt. 13]. Therefore, a protective order is appropriate to  
20 maintain the confidentiality of the information contained in the parties’ agreement. In  
21 addition, the allegations and discovery in this action are also likely to involve trade  
22 secrets and private or proprietary information concerning the business practices of  
23 both Apex and MAI and other valuable research, development, commercial, financial,  
24 technical and/or proprietary information for which special protection from public  
25 disclosure and from use for any purpose other than prosecution of this action is  
26 warranted. Such confidential and proprietary materials and information consist of,  
27 among other things, the parties’ respective public relations and marketing strategy and  
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1 materials, confidential information concerning McLaren vehicles, MAI’s confidential  
2 business or financial information, information regarding confidential business  
3 practices, or other confidential research, development, or commercial information  
4 (including information implicating privacy rights of third parties), information  
5 otherwise generally unavailable to the public, or which may be privileged or otherwise  
6 protected from disclosure under state or federal statutes, court rules, case decisions,  
7 or common law. Accordingly, to expedite the flow of information, to facilitate the  
8 prompt resolution of disputes over confidentiality of discovery materials, to  
9 adequately protect information the parties are entitled to keep confidential, to ensure  
10 that the parties are permitted reasonable necessary uses of such material in preparation  
11 for and in the conduct of trial, to address their handling at the end of the litigation, and  
12 serve the ends of justice, a protective order for such information is justified in this  
13 matter. It is the intent of the parties that information will not be designated as  
14 confidential for tactical reasons and that nothing be so designated without a good faith  
15 belief that it has been maintained in a confidential, non-public manner, and there is  
16 good cause why it should not be part of the public record of this case.

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18 2. DEFINITIONS

19 2.1 Action: This pending lawsuit entitled *Apex Events, LLC dba Apex*  
20 *Performance v. McLaren Automotive, Inc.*, United States District Court, Central  
21 District, Case No. 8:23-cv-02229 MRA (KESx).

22 2.2 Challenging Party: a Party or Non-Party that challenges the designation  
23 of information or items under this Order.

24 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
25 how it is generated, stored or maintained) or tangible things that qualify for protection  
26 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause  
27 Statement.

1           2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
2 support staff).

3           2.5 Designating Party: a Party or Non-Party that designates information or  
4 items that it produces in disclosures or in responses to discovery as  
5 “CONFIDENTIAL.”

6           2.6 Disclosure or Discovery Material: all items or information, regardless of  
7 the medium or manner in which it is generated, stored, or maintained (including,  
8 among other things, testimony, transcripts, and tangible things), that are produced or  
9 generated in disclosures or responses to discovery in this matter.

10          2.7 Expert: a person with specialized knowledge or experience in a matter  
11 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
12 an expert witness or as a consultant in this Action.

13          2.8 House Counsel: attorneys who are employees of a party to this Action.  
14 House Counsel does not include Outside Counsel of Record or any other outside  
15 counsel.

16          2.9 Non-Party: any natural person, partnership, corporation, association, or  
17 other legal entity not named as a Party to this action.

18          2.10 Outside Counsel of Record: attorneys who are not employees of a party  
19 to this Action but are retained to represent or advise a party to this Action and have  
20 appeared in this Action on behalf of that party or are affiliated with a law firm which  
21 has appeared on behalf of that party, and includes support staff.

22          2.11 Party: any party to this Action, including all of its officers, directors,  
23 employees, consultants, retained experts, and Outside Counsel of Record (and their  
24 support staffs).

25          2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
26 Discovery Material in this Action.

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1           2.13 Professional Vendors: persons or entities that provide litigation support  
2 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
3 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
4 and their employees and subcontractors.

5           2.14 Protected Material: any Disclosure or Discovery Material that is  
6 designated as “CONFIDENTIAL.”

7           2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
8 from a Producing Party.

9       3.    SCOPE

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

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

17       4.    DURATION

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

26       5.    DESIGNATING PROTECTED MATERIAL

27           5.1 Exercise of Restraint and Care in Designating Material for Protection.  
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1 Each Party or Non-Party that designates information or items for protection under  
2 this Order must take care to limit any such designation to specific material that  
3 qualifies under the appropriate standards. The Designating Party must designate for  
4 protection only those parts of material, documents, items, or oral or written  
5 communications that qualify so that other portions of the material, documents, items,  
6 or communications for which protection is not warranted are not swept unjustifiably  
7 within the ambit of this Order.

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

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

16 5.2 Manner and Timing of Designations. Except as otherwise provided in  
17 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
18 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
19 under this Order must be clearly so designated before the material is disclosed or  
20 produced.

21 Designation in conformity with this Order requires:

22 (a) for information in documentary form (e.g., paper or electronic documents,  
23 but excluding transcripts of depositions or other pretrial or trial proceedings), that the  
24 Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter  
25 "CONFIDENTIAL legend"), to each page that contains protected material. If only a  
26 portion or portions of the material on a page qualifies for protection, the Producing  
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1 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
2 markings in the margins).

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

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

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

24 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
25 failure to designate qualified information or items does not, standing alone, waive the  
26 Designating Party’s right to secure protection under this Order for such material.  
27 Upon timely correction of a designation, the Receiving Party must make reasonable  
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1 efforts to assure that the material is treated in accordance with the provisions of this  
2 Order.

3 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

4 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
5 designation of confidentiality at any time that is consistent with the Court's  
6 Scheduling Order.

7 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
8 resolution process under Local Rule 37.1 et seq. or follow the procedures for informal,  
9 telephonic discovery hearings on the Court's website.

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

17 7. ACCESS TO AND USE OF PROTECTED MATERIAL

18 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
19 disclosed or produced by another Party or by a Non-Party in connection with this  
20 Action only for prosecuting, defending, or attempting to settle this Action. Such  
21 Protected Material may be disclosed only to the categories of persons and under the  
22 conditions described in this Order. When the Action has been terminated, a Receiving  
23 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

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



1           7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
2 otherwise ordered by the court or permitted in writing by the Designating Party, a  
3 Receiving Party may disclose any information or item designated  
4 “CONFIDENTIAL” only to:

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

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

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

13           (d) the court and its personnel;

14           (e) court reporters and their staff;

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

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

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

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

6 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
7 IN OTHER LITIGATION

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

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

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

17 (c) cooperate with respect to all reasonable procedures sought to be pursued  
18 by the Designating Party whose Protected Material may be affected.

19 If the Designating Party timely seeks a protective order, the Party served with  
20 the subpoena or court order shall not produce any information designated in this  
21 action as “CONFIDENTIAL” before a determination by the court from which the  
22 subpoena or order issued, unless the Party has obtained the Designating Party’s  
23 permission. The Designating Party shall bear the burden and expense of seeking  
24 protection in that court of its confidential material and nothing in these provisions  
25 should be construed as authorizing or encouraging a Receiving Party in this Action  
26 to disobey a lawful directive from another court.  
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1 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
2 PRODUCED IN THIS LITIGATION

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

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

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

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

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

20 (c) If the Non-Party fails to seek a protective order from this court within  
21 14 days of receiving the notice and accompanying information, the Receiving Party  
22 may produce the Non-Party’s confidential information responsive to the discovery  
23 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
24 not produce any information in its possession or control that is subject to the  
25 confidentiality agreement with the Non-Party before a determination by the court.  
26 Absent a court order to the contrary, the Non-Party shall bear the burden and  
27 expense of seeking protection in this court of its Protected Material.  
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1    10.   UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

2           If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
3 Protected Material to any person or in any circumstance not authorized under this  
4 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
5 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
6 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
7 persons to whom unauthorized disclosures were made of all the terms of this Order,  
8 and (d) request such person or persons to execute the “Acknowledgment and  
9 Agreement to Be Bound” that is attached hereto as Exhibit A.

10  
11    11.   INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
12    PROTECTED MATERIAL

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

23  
24    12.   MISCELLANEOUS

25           12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
26 person to seek its modification by the Court in the future.

1           12.2 Right to Assert Other Objections. By stipulating to the entry of this  
2 Protective Order no Party waives any right it otherwise would have to object to  
3 disclosing or producing any information or item on any ground not addressed in this  
4 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
5 ground to use in evidence of any of the material covered by this Protective Order.

6           12.3 Filing Protected Material. A Party that seeks to file under seal any  
7 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
8 only be filed under seal pursuant to a court order authorizing the sealing of the specific  
9 Protected Material at issue. If a Party's request to file Protected Material under seal is  
10 denied by the court, then the Receiving Party may file the information in the public  
11 record unless otherwise instructed by the court.

### 12 13   13. FINAL DISPOSITION

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

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

3  
4 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

5 Dated: August 27, 2024 **HOLLAND & KNIGHT LLP**

6  
7 By: /s/ Nicholas A. Dellefave  
8 David A. Robinson  
9 Nicholas A. Dellefave  
10 Attorneys for Plaintiff/Counterclaim-  
11 Defendant APEX EVENTS, LLC. dba  
12 APEX PERFORMANCE

13 Dated: August 27, 2024 **NELSON MULLINS RILEY &  
14 SCARBOROUGH LLP**

15 By: /s/ Lisa M. Gibson  
16 Lisa M. Gibson  
17 Amy M. Toboco  
18 Attorneys for Defendant and  
19 Counterclaimant  
20 MCLAREN AUTOMOTIVE, INC.

21 **SIGNATURE ATTESTATION**

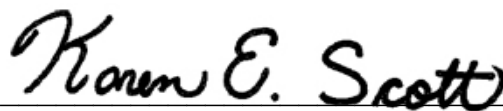
22 Pursuant to Local Rule 5-4.3.4(a)(2)(i), I hereby certify that the signatories  
23 have reviewed this document, concur in its content, and authorize the filing of this  
24 document.

25 /s/ Lisa M. Gibson

26 Lisa M. Gibson

27 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

28 Dated: August 28, 2024



Honorable Karen E. Scott  
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

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 Stipulated Protective Order that was issued by the United States District Court for the Central District of California on \_\_\_\_\_ [date] in the case of *Apex Events, LLC dba Apex Performance v. McLaren Automotive, Inc., Case No. 8:23-cv-02229 MRA (KESx)*. 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 in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of 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 the terms of this Stipulated Protective 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 Stipulated Protective Order.

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

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

Printed name: \_\_\_\_\_

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



