

(SPACE BELOW FOR FILING STAMP ONLY)

1 STEPHANIE L. QUINN (SBN 216655)
 2 MARIEL COVARRUBIAS (SBN 274784)
 3 **MURPHY, CAMPBELL, ALLISTON & QUINN**
 8801 Folsom Boulevard, Suite 230
 4 Sacramento, CA 95826
 Telephone: (916) 400-2300
 Fax: (916) 400-2311
 5 Email: squinn@murphycampbell.com
mcovarrubias@murphycampbell.com

6 Attorneys for Defendant
 7 UNION PACIFIC RAILROAD COMPANY

8 **UNITED STATES DISTRICT COURT**
 9 **EASTERN DISTRICT OF CALIFORNIA - SACRAMENTO**

11 BURLEY D. TOMPKINS,
 12 Plaintiff,
 13 vs.
 14 UNION PACIFIC RAILROAD COMPANY, a
 corporation,
 15 Defendants.
 16

Case No. 2:12-CV-01481-CMK

**STIPULATED PROTECTIVE
 ORDER RE: DISCLOSURE OF
 TRACK IMAGE RECORDER
 VIDEO**

MURPHY, CAMPBELL, ALLISTON & QUINN

18 **1. PURPOSES AND LIMITATIONS**

19 Disclosure and discovery activity in this action are likely to involve production of
 20 confidential, proprietary, or private information for which special protection from public
 21 disclosure and from use for any purpose other than prosecuting this litigation may be
 22 warranted. The specific item of discovery at issue is a copy of UNION PACIFIC RAILROAD
 23 COMPANY'S ("UPRR") track image recorder (TIR) video recording during the time of the
 24 alleged June 28, 2011 incident, which Plaintiff asserts as one factor giving rise to the above
 25 captioned matter. The video recording to be produced to Plaintiff contains highly sensitive
 26 and confidential commercial information which UPRR has gone to great expense and
 27 investment to maintain and protect. UPRR has purchased locomotive video cameras, which
 28 require computer software created and licensed by March Networks to render viewable

1 recordings. UPRR strongly protects its original locomotive video recording files and deems
2 them to be confidential and proprietary material. Plaintiff's unauthorized disclosure of this
3 confidential material has the potential of harming UPRR in several ways, including:
4 disseminating proprietary locomotive operating procedures, sharing competitive decision-
5 making and advantages, potentially jeopardizing its software licensing agreement with
6 March Networks, or merely annoying, embarrassing, and harassing behavior from unknown
7 third parties.

8 Accordingly, the parties hereby stipulate to and petition the court to enter the
9 following Stipulated Protective Order. The parties acknowledge that this Order does not
10 confer blanket protections on all disclosures or responses to discovery and that the
11 protection it affords from public disclosure and use extends only to the limited information or
12 items that are entitled to confidential treatment under the applicable legal principles,
13 specifically and only UPRR's TIR video and accompanying software. The parties further
14 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does
15 not entitle them to file confidential information under seal; Local Rule 141 sets forth the
16 procedures that must be followed and the standards that will be applied when a party seeks
17 permission from the court to file material under seal.

18 2. DEFINITIONS

19 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
20 information or items under this Order.

21 2.2 "CONFIDENTIAL" Information or Items: information (regardless of how it is
22 generated, stored or maintained) or tangible things that qualify for protection under Federal
23 Rule of Civil Procedure 26(c). This includes specifically any and all TIR videos, and/or any
24 and all material depicting recordings made from UPRR's locomotive video recording devices
25 and related software produced in this case.

26 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel
27 (as well as their support staff).

28 2.4 Designating Party: a Party or Non-Party that designates information or items

1 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

2 2.5 Disclosure or Discovery Material: all items or information, regardless of the
3 medium or manner in which it is generated, stored, or maintained (including, among other
4 things, testimony, transcripts, and tangible things), that are produced or generated in
5 disclosures or responses to discovery in this matter.

6 2.6 Expert: a person with specialized knowledge or experience in a matter
7 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
8 expert witness or as a consultant in this action.

9 2.7 House Counsel: attorneys who are employees of a party to this action. House
10 Counsel does not include Outside Counsel of Record or any other outside counsel.

11 2.8 Non-Party: any natural person, partnership, corporation, association, or other
12 legal entity not named as a Party to this action.

13 2.9 Outside Counsel of Record: attorneys who are not employees of a party to
14 this action but are retained to represent or advise a party to this action and have appeared
15 in this action on behalf of that party or are affiliated with a law firm which has appeared on
16 behalf of that party.

17 2.10 Party: any party to this action, including all of its officers, directors,
18 employees, consultants, retained experts, and Outside Counsel of Record (and their support
19 staffs).

20 2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
21 Material in this action.

22 2.12 Professional Vendors: persons or entities that provide litigation support
23 services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations,
24 and organizing, storing, or retrieving data in any form or medium) and their employees and
25 subcontractors.

26 2.13 Protected Material: any Disclosure or Discovery Material that is designated as
27 “CONFIDENTIAL.”

28 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from a

1 Producing Party.

2 3. SCOPE

3 The protections conferred by this Stipulation and Order cover not only Protected
4 Material (as defined above), but also (1) any information copied or extracted from Protected
5 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3)
6 any testimony, conversations, or presentations by Parties or their Counsel that might reveal
7 Protected Material. However, the protections conferred by this Stipulation and Order do not
8 cover the following information: (a) any information that is in the public domain at the time of
9 disclosure to a Receiving Party or becomes part of the public domain after its disclosure to a
10 Receiving Party as a result of publication not involving a violation of this Order, including
11 becoming part of the public record through trial or otherwise; and (b) any information known
12 to the Receiving Party prior to the disclosure or obtained by the Receiving Party after the
13 disclosure from a source who obtained the information lawfully and under no obligation of
14 confidentiality to the Designating Party. Any use of Protected Material at trial shall be
15 governed by a separate agreement or order.

16 4. DURATION

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

24 5. DESIGNATING PROTECTED MATERIAL

25 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
26 Party or Non-Party that designates information or items for protection under this Order must
27 take care to limit any such designation to specific material that qualifies under the
28 appropriate standards. The Designating Party must designate for protection only those parts

1 of material, documents, items, or oral or written communications that qualify – so that other
2 portions of the material, documents, items, or communications for which protection is not
3 warranted are not swept unjustifiably within the ambit of this Order.

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

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

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

15 Designation in conformity with this Order requires:

16 (a) for information in documentary form (e.g., paper or electronic documents, but
17 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing
18 Party affix the legend "CONFIDENTIAL" to each page that contains protected material. If
19 only a portion or portions of the material on a page qualifies for protection, the Producing
20 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
21 markings in the margins).

22 A Party or Non-Party that makes original documents or materials available for
23 inspection need not designate them for protection until after the inspecting Party has
24 indicated which material it would like copied and produced. During the inspection and before
25 the designation, all of the material made available for inspection shall be deemed
26 "CONFIDENTIAL." After the inspecting Party has identified the documents it wants copied
27 and produced, the Producing Party must determine which documents, or portions thereof,
28 qualify for protection under this Order. Then, before producing the specified documents, the

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

5 (b) for testimony given in deposition or in other pretrial or trial proceedings, that
6 the Designating Party identify on the record, before the close of the deposition, hearing, or
7 other proceeding, all protected testimony.

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

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

18 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

19 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
20 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality
21 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary
22 economic burdens, or a significant disruption or delay of the litigation, a Party does not
23 waive its right to challenge a confidentiality designation by electing not to mount a challenge
24 promptly after the original designation is disclosed.

25 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
26 process by providing written notice of each designation it is challenging and describing the
27 basis for each challenge. To avoid ambiguity as to whether a challenge has been made, the
28 written notice must recite that the challenge to confidentiality is being made in accordance

1 with this specific paragraph of the Protective Order. The parties shall attempt to resolve
2 each challenge in good faith and must begin the process by conferring directly (in voice to
3 voice dialogue; other forms of communication are not sufficient) within 14 days of the date of
4 service of notice. In conferring, the Challenging Party must explain the basis for its belief
5 that the confidentiality designation was not proper and must give the Designating Party an
6 opportunity to review the designated material, to reconsider the circumstances, and, if no
7 change in designation is offered, to explain the basis for the chosen designation. A
8 Challenging Party may proceed to the next stage of the challenge process only if it has
9 engaged in this meet and confer process first or establishes that the Designating Party is
10 unwilling to participate in the meet and confer process in a timely manner.

11 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
12 intervention, the Designating Party shall file and serve a motion to retain confidentiality
13 within 21 days of the initial notice of challenge or within 14 days of the parties agreeing that
14 the meet and confer process will not resolve their dispute, whichever is earlier. Each such
15 motion must be accompanied by a competent declaration affirming that the movant has
16 complied with the meet and confer requirements imposed in the preceding paragraph.
17 Failure by the Designating Party to make such a motion including the required declaration
18 within 21 days (or 14 days, if applicable) shall automatically waive the confidentiality
19 designation for each challenged designation. In addition, the Challenging Party may file a
20 motion challenging a confidentiality designation at any time if there is good cause for doing
21 so. Any motion brought pursuant to this provision must be accompanied by a competent
22 declaration affirming that the movant has complied with the meet and confer requirements
23 imposed by the preceding paragraph.

24 The burden of persuasion in any such challenge proceeding shall be on the
25 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to
26 harass or impose unnecessary expenses and burdens on other parties) may expose the
27 Challenging Party to sanctions. Unless the Designating Party has waived the confidentiality
28 designation by failing to file a motion to retain confidentiality as described above, all parties

1 shall continue to afford the material in question the level of protection to which it is entitled
2 under the Producing Party's designation until the court rules on the challenge.

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

4 7.1 Basic Principles. A Receiving Party may use Protected Material that is
5 disclosed or produced by another Party or by a Non-Party in connection with this case only
6 for prosecuting, defending, or attempting to settle this litigation. Such Protected Material
7 may be disclosed only to the categories of persons and under the conditions described in
8 this Order. When the litigation has been terminated, a Receiving Party must comply with the
9 provisions of section 13 below (FINAL DISPOSITION).

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

13 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
14 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may
15 disclose any information or item designated "CONFIDENTIAL" only to:

16 (a) the Receiving Party's Outside Counsel of Record in this action, as well as
17 employees of said Outside Counsel of Record to whom it is reasonably necessary to
18 disclose the information for this litigation and who have signed the "Acknowledgment and
19 Agreement to Be Bound" that is attached hereto as Exhibit A;

20 (b) the officers, directors, and employees (including House Counsel) of the
21 Receiving Party to whom disclosure is reasonably necessary for this litigation and who have
22 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

23 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is
24 reasonably necessary for this litigation and who have signed the "Acknowledgment and
25 Agreement to Be Bound" (Exhibit A);

26 (d) the court and its personnel;

27 (e) court reporters and their staff, professional jury or trial consultants, mock
28 jurors, and Professional Vendors to whom disclosure is reasonably necessary for this

1 litigation and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit
2 A);

3 (f) during their depositions, witnesses in the action to whom disclosure is
4 reasonably necessary and who have signed the "Acknowledgment and Agreement to Be
5 Bound" (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the
6 court. Pages of transcribed deposition testimony or exhibits to depositions that reveal
7 Protected Material must be separately bound by the court reporter and may not be disclosed
8 to anyone except as permitted under this Stipulated Protective Order.

9 (g) the author or recipient of a document containing the information or a
10 custodian or other person who otherwise possessed or knew the information.

11 (h) the Receiving Party.

12 (i) witnesses or persons involved in this action to whom disclosure is reasonably
13 necessary for this litigation and who have signed the "Acknowledgment and Agreement to
14 Be Bound" (Exhibit A).

15 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
16 LITIGATION

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

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

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

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

28 If 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 action as
2 “CONFIDENTIAL” before a determination by the court from which the subpoena or order
3 issued, unless the Party has obtained the Designating Party’s permission. The Designating
4 Party shall bear the burden and expense of seeking protection in that court of its confidential
5 material – and nothing in these provisions should be construed as authorizing or
6 encouraging a Receiving Party in this action to disobey a lawful directive from another court.

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

9 (a) The terms of this Order are applicable to information produced by a Non-Party
10 in this action and designated as “CONFIDENTIAL.” Such information produced by Non-
11 Parties in connection with this litigation is protected by the remedies and relief provided by
12 this Order. Nothing in 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 produce a
15 Non-Party’s confidential information in its possession, and the Party is subject to an
16 agreement with the Non-Party not to produce the Non-Party’s confidential information, then
17 the Party shall:

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

21 (2) promptly provide the Non-Party with a copy of the Stipulated Protective
22 Order in this litigation, the relevant discovery request(s), and a reasonably specific
23 description of the information requested; and

24 (3) make the information requested available for inspection by the Non-Party.

25 (c) If the Non-Party fails to object or seek a protective order from this court within
26 14 days of receiving the notice and accompanying information, the Receiving Party may
27 produce the Non-Party’s confidential information responsive to the discovery request. If the
28 Non-Party timely seeks a protective order, the Receiving Party shall not produce any

1 information in its possession or control that is subject to the confidentiality agreement with
2 the Non-Party before a determination by the court¹. Absent a court order to the contrary, the
3 Non-Party shall bear the burden and expense of seeking protection in this court of its
4 Protected Material.

5 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

14 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
15 MATERIAL

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

25 12. MISCELLANEOUS

26 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person
27

28 ¹ The purpose of this provision is to alert the interested parties to the existence of confidentiality rights of a
Non-Party and to afford the Non-Party an opportunity to protect its confidentiality interested in this court.

1 to seek its modification by the court in the future.

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

7 12.3 Filing Protected Material. Without written permission from the Designating
8 Party or a court order secured after appropriate notice to all interested persons, a Party may
9 not file in the public record in this action any Protected Material. A Party that seeks to file
10 under seal any Protected Material must comply with Local Rule 141. Protected Material may
11 only be filed under seal pursuant to a court order authorizing the sealing of the specific
12 Protected Material at issue. Pursuant to Local Rule 141, a sealing order will issue only upon
13 a request establishing that the Protected Material at issue is privileged, protectable as a
14 trade secret, or otherwise entitled to protection under the law. If a Receiving Party's request
15 to file Protected Material under seal pursuant to Local Rule 141 is denied by the court, then
16 the Receiving Party may file the information in the public record pursuant to Local Rule 141
17 unless otherwise instructed by the court.

18 **13. FINAL DISPOSITION**

19 Within 60 days after the final disposition of this action, as defined in paragraph 4,
20 each Receiving Party must return all Protected Material to the Producing Party or destroy
21 such material. As used in this subdivision, "all Protected Material" includes all copies,
22 abstracts, compilations, summaries, and any other format reproducing or capturing any of
23 the Protected Material. Whether the Protected Material is returned or destroyed, the
24 Receiving Party must submit a written certification to the Producing Party (and, if not the
25 same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by
26 category, where appropriate) all the Protected Material that was returned or destroyed and
27 (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations,
28 summaries or any other format reproducing or capturing any of the Protected Material.

1 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
2 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
3 correspondence, deposition and trial exhibits, expert reports, attorney work product, and
4 consultant and expert work product, even if such materials contain Protected Material. Any
5 such archival copies that contain or constitute Protected Material remain subject to this
6 Protective Order as set forth in Section 4, regarding DURATION.

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

9 DATED: March 20, 2015 MURPHY, CAMPBELL, ALLISTON & QUINN

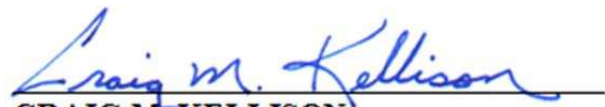
11 By: /s/ MARIEL COVARRUBIAS
STEPHANIE L. QUINN (SBN 216655)
12 MARIEL COVARRUBIAS (SBN 274784)
13 Attorneys for Defendant UNION PACIFIC
RAILROAD COMPANY

14 DATED: March 20, 2015 HILDEBRAND McLEOD & NELSON INC.

16 By: /s/ RYAN OTIS
17 ANTHONY PETRU (SBN 91399)
18 RYAN OTIS (SBN 260032)
19 Attorneys for Plaintiff BURLEY D.
TOMPKINS

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

24 Dated: March 23, 2015


25 **CRAIG M. KELLISON**
26 UNITED STATES MAGISTRATE JUDGE

28

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

1 I, _____ [print or type full name], of
2 _____ [print or type full address], declare
3
4 under penalty of perjury that I have read in its entirety and understand the Stipulated
5 Protective Order that was issued by the United States District Court for the Eastern District
6 of California in March 2015 in the case of *Burley D. Tompkins v. Union Pacific Railroad*
7 *Company*, United States District Court Case No. 2:12-CV-01481-CMK (Eastern District of
8 California). I agree to comply with and to be bound by all the terms of this Stipulated
9 Protective Order and I understand and acknowledge that failure to so comply could expose
10 me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not
11 disclose in any manner any information or item that is subject to this Stipulated Protective
12 Order to any person or entity except in strict compliance with the provisions of this Order.

13 I further agree to submit to the jurisdiction of the United States District Court for the
14 Eastern District of California for the purpose of enforcing the terms of this Stipulated
15 Protective Order, even if such enforcement proceedings occur after termination of this
16 action.

17 I hereby appoint _____ [print or type full name] of
18 _____ [print or type full
19 address and telephone number] as my California agent for service of process in connection
20 with this action or any proceedings related to enforcement of this Stipulated Protective
21 Order.

22 Date: _____

23 City and State where sworn and signed: _____

24 Printed name: _____

25 Signature: _____

MURPHY, CAMPBELL, ALLISTON & QUINN