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Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

DEBBY DIZON,

Plaintiff,

V.

CITY OF SOUTH SAN FRANCISCO,
DIANA QUINTERO, INDIVIDUALLY
AND AS AN OFFICER OF THE
SOUTH SAN FRANCISCO POLICE
DEPARTMENT, CHRISTOPHER
DEVAN, INDIVIDUALLY AND AS
AN OFFICER OF THE SOUTH SAN
FRANCISCO POLICE DEPARTMENT,
JEFF AZZOPARDI, INDIVIDUALLY
AND AS CHIEF OF THE SOUTH SAN
FRANCISCO POLICE DEPARTMENT;
KEITH A. WALL, INDIVIDUALLY
AND AS A LIEUTENANT OF THE
SOUTH SAN FRANCISCO POLICE
DEPARTMENT; DONALD D. OLSEN,
INDIVIDUALLY AND AS A

CASE NO: 3:18-cv-03733

**STIPULATED PROTECTIVE
ORDER**

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2 SERGEANT OF THE SOUTH SAN
3 FRANCISCO POLICE DEPARTMENT,
4 AND DOES 4-10, INCLUSIVE,

5 Defendants.

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7 1. PURPOSES AND LIMITATIONS

8 Disclosure and discovery activity in this action are likely to involve production of
9 confidential, proprietary, or private information for which special protection from
10 public disclosure and from use for any purpose other than prosecuting this litigation
11 may be warranted. Accordingly, the parties hereby stipulate to and petition the court
12 to enter the following Stipulated Protective Order. The parties acknowledge that this
13 Order does not confer blanket protections on all disclosures or responses to discovery
14 and that the protection it affords from public disclosure and use extends only to the
15 limited information or items that are entitled to confidential treatment under the
16 applicable legal principles. The parties further acknowledge, as set forth in Section
17 12.3, below, that this Stipulated Protective Order does not entitle them to file
18 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures
19 that must be followed and the standards that will be applied when a party seeks
20 permission from the court to file material under seal.

21 2. DEFINITIONS

22 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
23 information or items under this Order.

24 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is
25 generated, stored or maintained) or tangible things that qualify for protection under
26 Federal Rule of Civil Procedure 26(c). Among other items, all recordings, materials,
27 and documents that are subject to the superior court’s sealing order issued on October
28 1, 2018 in San Mateo Superior Court Case No. 17NM001867B shall constitute
“Confidential Information or Items.”

2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as

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3 well as their support staff).

4 2.4 Designating Party: a Party or Non-Party that designates information or items
5 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

6 2.5 Disclosure or Discovery Material: all items or information, regardless of the
7 medium or manner in which it is generated, stored, or maintained (including, among
8 other things, testimony, transcripts, and tangible things), that are produced or
9 generated in disclosures or responses to discovery in this matter.

10 2.6 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 an
12 expert witness or as a consultant in this action.

13 2.7 House Counsel: attorneys who are employees of a party to this action. House
14 Counsel does not include Outside Counsel of Record or any other outside counsel.

15 2.8 Non-Party: any natural person, partnership, corporation, association, or other
16 legal entity not named as a Party to this action.

17 2.9 Outside Counsel of Record: attorneys who are not employees of a party to this
18 action but are retained to represent or advise a party to this action and have appeared
19 in this action on behalf of that party or are affiliated with a law firm which has
20 appeared on behalf of that party.

21 2.10 Party: any party to this action, including all of its officers, directors,
22 employees, consultants, retained experts, and Outside Counsel of Record (and their
23 support staffs).

24 2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
25 Material in this action.

26 2.12 Professional Vendors: persons or entities that provide litigation support
27 services (e.g., photocopying, videotaping, translating, preparing exhibits or
28 demonstrations, and organizing, storing, or retrieving data in any form or medium)
and their employees and subcontractors.

2.13 Protected Material: any Disclosure or Discovery Material that is designated as

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3 “CONFIDENTIAL.”

4 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from a
5 Producing Party.

6 3. SCOPE

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

21 4. DURATION

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

5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection. Each

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

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

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

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

22 Designation in conformity with this Order requires:

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

A Party or Non-Party that makes original documents or materials available for
inspection need not designate them for protection until after the inspecting Party has

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3 indicated which material it would like copied and produced. During the inspection
4 and before the designation, all of the material made available for inspection shall be
5 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents
6 it wants copied and produced, the Producing Party must determine which documents,
7 or portions thereof, qualify for protection under this Order. Then, before producing
8 the specified documents, the Producing Party must affix the “CONFIDENTIAL”
9 legend to each page that contains Protected Material. If only a portion or portions of
10 the material on a page qualifies for protection, the Producing Party also must clearly
11 identify the protected portion(s) (e.g., by making appropriate markings in the
12 margins).

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

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

22 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
23 designate qualified information or items does not, standing alone, waive the
24 Designating Party’s right to secure protection under this Order for such material.
25 Upon timely correction of a designation, the Receiving Party must make reasonable
26 efforts to assure that the material is treated in accordance with the provisions of this
27 Order.

28 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
confidentiality at any time. Unless a prompt challenge to a Designating Party’s

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3 confidentiality designation is necessary to avoid foreseeable, substantial unfairness,
4 unnecessary economic burdens, or a significant disruption or delay of the litigation, a
5 Party does not waive its right to challenge a confidentiality designation by electing not
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7 to mount a challenge promptly after the original designation is disclosed.

8 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
9 process by providing written notice of each designation it is challenging and
10 describing the basis for each challenge. To avoid ambiguity as to whether a challenge
11 has been made, the written notice must recite that the challenge to confidentiality is
12 being made in accordance with this specific paragraph of the Protective Order. The
13 parties shall attempt to resolve each challenge in good faith and must begin the
14 process by conferring directly (in voice to voice dialogue; other forms of
15 communication are not sufficient) within 14 days of the date of service of notice. In
16 conferring, the Challenging Party must explain the basis for its belief that the
17 confidentiality designation was not proper and must give the Designating Party an
18 opportunity to review the designated material, to reconsider the circumstances, and, if
19 no change in designation is offered, to explain the basis for the chosen designation. A
20 Challenging Party may proceed to the next stage of the challenge process only if it has
21 engaged in this meet and confer process first or establishes that the Designating Party
22 is unwilling to participate in the meet and confer process in a timely manner.

23 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
24 intervention, the Designating Party shall file and serve a motion to retain
25 confidentiality under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-
26 5, if applicable) within 21 days of the initial notice of challenge or within 14 days of
27 the parties agreeing that the meet and confer process will not resolve their dispute,
28 whichever is earlier. Each such motion must be accompanied by a competent
declaration affirming that the movant has complied with the meet and confer
requirements imposed in the preceding paragraph. Failure by the Designating Party to

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3 make such a motion including the required declaration within 21 days (or 14 days, if
4 applicable) shall automatically waive the confidentiality designation for each
5 challenged designation. In addition, the Challenging Party may file a motion
6 challenging a confidentiality designation at any time if there is good cause for doing
7 so, including a challenge to the designation of a deposition transcript or any portions
8 thereof. Any motion brought pursuant to this provision must be accompanied by a
9 competent declaration affirming that the movant has complied with the meet and
10 confer requirements imposed by the preceding paragraph.

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

19 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
ordered by the court or permitted in writing by the Designating Party, a Receiving

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3 Party may disclose any information or item designated “CONFIDENTIAL” only to:
4 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
5 employees of said Outside Counsel of Record to whom it is reasonably necessary to
6 disclose the information for this litigation and who have signed the “Acknowledgment
7 and Agreement to Be Bound” that is attached hereto as Exhibit A;
8 (b) the officers, directors, and employees (including House Counsel) of the
9 Receiving Party to whom disclosure is reasonably necessary for this litigation and
10 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
11 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is
12 reasonably necessary for this litigation and who have signed the “Acknowledgment
13 and Agreement to Be Bound” (Exhibit A);
14 (d) the court and its personnel;
15 (e) court reporters and their staff, professional jury or trial consultants, mock
16 jurors, and Professional Vendors to whom disclosure is reasonably necessary for this
17 litigation and who have signed the “Acknowledgment and Agreement to Be Bound”
18 (Exhibit A);
19 (f) during their depositions, witnesses in the action to whom disclosure is
20 reasonably necessary and who have signed the “Acknowledgment and Agreement to
21 Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered
22 by the court. Pages of transcribed deposition testimony or exhibits to depositions that
23 reveal Protected Material must be separately bound by the court reporter and may not
24 be disclosed to anyone except as permitted under this Stipulated Protective Order.
25 (g) the author or recipient of a document containing the information or a custodian
26 or other person who otherwise possessed or knew the information.

27 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**
28 **OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in other litigation that
compels disclosure of any information or items designated in this action as

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3 “CONFIDENTIAL,” that Party must:

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

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

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

12 If the Designating Party timely seeks a protective order, the Party served with the
13 subpoena or court order shall not produce any information designated in this action as
14 “CONFIDENTIAL” before a determination by the court from which the subpoena or
15 order issued, unless the Party has obtained the Designating Party’s permission. The
16 Designating Party shall bear the burden and expense of seeking protection in that
17 court of its confidential material – and nothing in these provisions should be construed
18 as authorizing or encouraging a Receiving Party in this action to disobey a lawful
19 directive from another court.

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

22 (a) The terms of this Order are applicable to information produced by a Non-Party
23 in this action and designated as “CONFIDENTIAL.” Such information produced by
24 Non-Parties in connection with this litigation is protected by the remedies and relief
25 provided by this Order. Nothing in these provisions should be construed as prohibiting
26 a Non-Party from seeking additional protections.

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

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

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

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

10 (c) If the Non-Party fails to object or seek a protective order from this court within
11 14 days of receiving the notice and accompanying information, the Receiving Party
12 may produce the Non-Party's confidential information responsive to the discovery
13 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
14 not produce any information in its possession or control that is subject to the
15 confidentiality agreement with the Non-Party before a determination by the court.

16 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
17 of seeking protection in this court of its Protected Material.

18 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

27 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
28 PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently
produced material is subject to a claim of privilege or other protection, the obligations

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3 of the Receiving Parties are those set forth in Federal Rule of Civil Procedure
4 26(b)(5)(B). This provision is not intended to modify whatever procedure may be
5 established in an e-discovery order that provides for production without prior privilege
6 review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties
7 reach an agreement on the effect of disclosure of a communication or information
8 covered by the attorney-client privilege or work product protection, the parties may
9 incorporate their agreement in the stipulated protective order submitted to the court.

10 12. MISCELLANEOUS

11 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person
12 to seek its modification by the court in the future.

13 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective
14 Order no Party waives any right it otherwise would have to object to disclosing or
15 producing any information or item on any ground not addressed in this Stipulated
16 Protective Order. Similarly, no Party waives any right to object on any ground to use
17 in evidence of any of the material covered by this Protective Order.

18 12.3 Filing Protected Material. Without written permission from the Designating
19 Party or a court order secured after appropriate notice to all interested persons, a Party
20 may not file in the public record in this action any Protected Material. A Party that
21 seeks to file under seal any Protected Material must comply with Civil Local Rule 79-
22 5. Protected Material may only be filed under seal pursuant to a court order
23 authorizing the sealing of the specific Protected Material at issue. Pursuant to Civil
24 Local Rule 79-5, a sealing order will issue only upon a request establishing that the
25 Protected Material at issue is privileged, protectable as a trade secret, or otherwise
26 entitled to protection under the law. If a Receiving Party's request to file Protected
27 Material under seal pursuant to Civil Local Rule 79-5(d) is denied by the court, then
28 the Receiving Party may file the information in the public record pursuant to Civil
Local Rule 79-5(e) unless otherwise instructed by the court.

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3 13. FINAL DISPOSITION

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

21 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

22 I hereby attest that I have on file all holographic signatures corresponding to any
23 signatures indicated by a conformed signature /s/ within this e-filed document.

24 Respectfully submitted,

25 Dated: November 30, 2018

McNAMARA, NEY, BEATTY, SLATTERY,
BORGES & AMBACHER LLP

27 By: /s/ Noah G. Blechman

28 NOAH G. BLECHMAN

By: /s/ Amy S. Rothman

AMY S. ROTHMAN

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Attorneys for City of South San Francisco,
Diana Quintero, Christopher Devan, Jeff
Azzopardi, Keith A. Wall, Donald D. Olsen

Dated: November 30, 2018

LAW OFFICES OF MORALES & LEAÑOS

By: /s/ Jaime A. Leños

SUZANNE A. LUBAN, Attorney at Law

By: /s/ Suzanne A. Luban

Attorneys for Plaintiff Debby Dizon

ORDER

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: December 4, 2018



HON. JON S. TIGAR
United States District Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

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 issued by the United States District Court for the Northern District of
7 California on [date] in the case of *Debby Dizon, v. City of South San Francisco, et*
8 *al.*; Case No. 3:18-cv-03733-JST. I agree to comply with and to be bound by all
9 the terms of this Stipulated Protective Order and I understand and acknowledge
10 that failure to so comply could expose me to sanctions and punishment in the
11 nature of contempt. I solemnly promise that I will not disclose in any manner any
12 information or item that is subject to this Stipulated Protective Order to any person
13 or entity except in strict compliance with the provisions of this Order.

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

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

22 Date: _____

23 City and State where sworn and signed: _____

24 Printed name: _____

25 Signature: _____

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