

1 disclosure of certain documents, things and information that constitute or contain trade secrets or
2 other confidential research, development or commercial information within the meaning of Rule
3 26(c) of the Federal Rules of Civil Procedure ("Fed. R. Civ. P."), which must be protected in
4 order to preserve legitimate business interests. Accordingly, good cause exists for the entry of
5 this Protective Order pursuant to Fed. R. Civ. P. 26(c) to protect against improper disclosure or
6 use of confidential information produced or disclosed in this case. Ferring and Watson therefore
7 further stipulate and agree, subject to the approval of the Court, that the terms and conditions of
8 this Stipulated Protective Order shall govern the handling of documents, depositions, pleadings,
9 exhibits and all other information exchanged by the parties in this Civil Action, or provided by
10 or obtained from non-parties in this Action.
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12 SCOPE

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14 1. This Stipulated Protective Order shall apply to all documents, depositions,
15 pleadings, exhibits and all other material or information subject to discovery in this Action,
16 including responses to requests for production of documents, answers to interrogatories,
17 responses to requests for admissions, deposition testimony, expert testimony and reports, and all
18 other discovery taken pursuant to the Federal Rules of Civil Procedure, matters in evidence and
19 any other information hereafter furnished, directly or indirectly, by or on behalf of any party,
20 non-party or witness in connection with this Action ("Discovery Material").
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22 2. As used herein, "Producing Party" shall refer to any party to this Action and to
23 any non-party who produces Discovery Material, and "Receiving Party" shall refer to any
24 individual who properly receives, is shown or is exposed to Discovery Material.
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DESIGNATION

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2 3. Any Producing Party may designate Discovery Material as “CONFIDENTIAL”
3 in accordance with this Stipulated Protective Order if such party in good faith believes that such
4 Discovery Material contains CONFIDENTIAL information as defined in Paragraph 4. Any
5 Producing Party may further designate Discovery Material as “HIGHLY CONFIDENTIAL” in
6 accordance with this Stipulated Protective Order if such party in good faith believes that such
7 Discovery Material contains HIGHLY CONFIDENTIAL information as defined in Paragraph 4.
8 HIGHLY CONFIDENTIAL Discovery Material is a subset of CONFIDENTIAL Discovery
9 Material, and, accordingly, all references to CONFIDENTIAL Discovery Material in the
10 remaining provisions of this Stipulated Protective Order encompass HIGHLY CONFIDENTIAL
11 Discovery Material unless otherwise noted. The burden of establishing that Discovery Material
12 is CONFIDENTIAL as defined herein shall be on the Producing Party. The designation of any
13 Discovery Material as CONFIDENTIAL shall be deemed effective unless and until the Court
14 orders otherwise or the Producing Party withdraws the designation.
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17 4. As used herein, CONFIDENTIAL Discovery Material refers to information that a
18 Producing Party claims to be proprietary business information or technical information relating
19 to a trade secret or other confidential research, development or commercial information within
20 the meaning of Fed. R. Civ. P. 26(c). As used herein, HIGHLY CONFIDENTIAL Discovery
21 Material refers to information that a Producing Party reasonably believes could be used in
22 formulation, research, development, patent prosecution or regulatory work regarding tranexamic
23 acid to the competitive disadvantage of the Producing Party or that contains personal data within
24 the sense of the European Union Data Protection Directive and/or the laws of any European
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1 country. Information to be treated under this Protective Order as CONFIDENTIAL shall include
2 but not be limited to:

3 (a) Information set forth in responses to discovery requests made under Fed.
4 R. Civ. P. 31, 33 or 36, or in documents produced under Fed. R. Civ. P. 33(d) or 34, provided
5 that, prior to delivery to the Receiving Party, the responses or copies of documents are marked
6 by the Producing Party with the following legends or their substantial equivalents:
7 "CONFIDENTIAL (or HIGHLY CONFIDENTIAL)" or "CONFIDENTIAL (or HIGHLY
8 CONFIDENTIAL) - SUBJECT TO STIPULATED PROTECTIVE ORDER - *Ferring B.V. v.*
9 *Watson Laboratories, Inc. - Florida*, Case No. 3:11-cv-00481-RCJ-VPC." Documents and/or
10 information may be made available for inspection without designation and designated
11 subsequently at the time of production.

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14 (b) Information revealed by inspection of things and premises under Fed. R.
15 Civ. P. 34, provided that, prior to and at any time up to thirty (30) calendar days after the
16 inspection, the party permitting inspection specifically identifies in writing the
17 CONFIDENTIAL Discovery Material that will be or that was disclosed by the inspection. To
18 ensure that the Producing Party has the full thirty (30) calendar days to make appropriate
19 designations, all information gleaned from inspection of things and premises will be
20 automatically treated as HIGHLY CONFIDENTIAL Discovery Material for thirty (30) calendar
21 days after the day of inspection. There shall be no waiver of confidentiality by the inspection of
22 CONFIDENTIAL Discovery Material before it is copied and marked pursuant to this Order.
23 Inspection of Discovery Material by any party shall be conducted by persons eligible under
24 Paragraph 11 below.
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1 (c) Information revealed during a deposition upon oral or written examination
2 under Fed. R. Civ. P. 30, for twenty (20) calendar days following receipt of the final transcript
3 by counsel for the Producing Party, but not thereafter unless, before the twenty (20) calendar day
4 period has expired, counsel for the Producing Party notifies counsel for the Receiving Party in
5 writing that CONFIDENTIAL Discovery Material is set forth in the transcript and specifies in
6 writing the portions of the transcript that disclose CONFIDENTIAL Discovery Material, or
7 during the deposition, counsel for the Producing Party or any other party designates the
8 transcript or portions thereof to be CONFIDENTIAL Discovery Material. The legend described
9 in Paragraph 4(a) shall be placed on the front of any deposition transcript, and if videotaped, any
10 copies of the videotape, containing CONFIDENTIAL information.
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12 5. To the extent that any party wishes to file or submit for filing as part of the Court
13 record any materials subject to this Stipulated Protective Order, or any pleading, motion or
14 memorandum referring to them, the party wishing to do so shall first caused to be filed a motion
15 for leave to file such materials under seal. The party seeking leave to file CONFIDENTIAL
16 Discovery Material under seal shall provide copies of those materials proposed to be filed under
17 seal to the Clerk of the Court in an envelope marked "PROPOSED TO BE FILED UNDER
18 SEAL" along with the date, docket number and title of the related motion for leave to file under
19 seal. The party seeking to file materials under seal bears the burden of overcoming the
20 presumption in favor of public access to papers filed in Court, but any other party may file
21 papers and/or present arguments in support of the need for the materials at issue to be filed under
22 seal. Leave need not be obtained in order to redact personal data or account numbers from any
23 materials filed with the Court.
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USE

6. Discovery Material designated CONFIDENTIAL under this Stipulated Protective Order may be used only for purposes of this litigation and any appeal therefrom, and shall not be used for any other purpose including, but not limited to, any business, proprietary, commercial, governmental or other legal purpose, including in connection with any other litigation, arbitration or claim. Nothing in this Stipulated Protective Order precludes a Producing Party from using or disseminating its own CONFIDENTIAL information.

7. During the course of preparing for a deposition or trial, unless otherwise entitled to access under this Protective Order, a fact deponent or witness may be shown CONFIDENTIAL Discovery Material of another party or third party if, and only if, the Discovery Material reveals on its face that the deponent or witness authored or received the Discovery Material in the ordinary course of business and outside the context of this litigation. Nothing in this Paragraph shall preclude a Producing Party from showing Discovery Material that it has produced to its own deponent or witness, regardless of whether the Producing Party has designated the Discovery Material it produced as CONFIDENTIAL, and regardless of whether such deponent or witness is an author or recipient of the Discovery Material.

8. During the course of a deposition or trial, unless otherwise entitled to access under this Protective Order, a fact deponent or witness may be shown CONFIDENTIAL Discovery Material of another party or third party, if and only if, the Discovery Material reveals on its face that the deponent or witness authored or received the Discovery Material in the ordinary course of business and outside the context of this litigation, or alternatively if foundation testimony or other Discovery Material establishes that the deponent or witness authored or received the Discovery Material in the ordinary course of business and outside the

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1 context of this litigation. A fact deponent or witness who is an officer, director or employee of a
2 Producing Party may be shown any CONFIDENTIAL Discovery Material of the Producing
3 Party of which he or she is an officer, director or employee.

4 9. All Discovery Material designated CONFIDENTIAL shall be protected from
5 disclosure as specified herein, unless a party obtains an Order of the Court declaring that all or
6 certain portions of such Discovery Material are not, in fact, protected.

7 10. Third parties may designate as CONFIDENTIAL transcripts of depositions of
8 their witnesses and any documents or information they produce, whether voluntarily or by
9 subpoena, to the same extent and in the same manner as parties to this Action, and any such
10 Discovery Material shall be treated by parties to this Action in the same manner as materials and
11 information so designated by a party. Third parties shall have the same rights and obligations
12 under this Stipulated Protective Order as parties and may move the Court to enforce the
13 provisions of this Stipulated Protective Order.

14 **DISCLOSURE**

15 11. Unless otherwise directed by the Court or authorized in writing by the Producing
16 Party, Discovery Material designated as CONFIDENTIAL may be disclosed by the Receiving
17 Party only to the following persons:
18

19 (a) any outside counsel of record in this Action, including any attorneys
20 employed by firms of record even if not otherwise identified specifically on pleadings;

21 (b) three designated in-house counsel who, because of their duties and
22 responsibilities, require access to Discovery Material designated as CONFIDENTIAL, provided
23 that any such in-house counsel who receives HIGHLY CONFIDENTIAL Discovery Material
24 has no responsibilities related to any formulation, research or development work regarding
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1 tranexamic acid, does not engage, formally or informally, in any patent prosecution relating to
2 tranexamic acid, or any FDA counseling, litigation, or other work before or involving FDA
3 (including, but not limited to citizen's petitions) or any similar correspondence in any foreign
4 country regarding approval requirements for any product containing tranexamic acid, except
5 where such correspondence is in response to any inquiry from the FDA regarding a party's own
6 NDA or ANDA, and provided that any such in-house counsel has been identified to the opposing
7 party at least seven (7) calendar days prior to such disclosure;

9 (c) support personnel for counsel identified in Paragraphs 11(a) and 11(b),
10 such as law clerks, analysts, paralegals, litigation assistants, secretaries and support staff;

11 (d) any outside expert or consultant who is expressly retained or sought to be
12 retained by counsel identified in Paragraph 11(a) to assist in the preparation of this Action for
13 trial, with disclosure only to the extent necessary to perform such work;

14 (e) any court reporter, shorthand reporter or typist recording or transcribing
15 testimony;

16 (f) service contractors such as document copy services, trial technology
17 consultants, jury consultants and graphic artists;

18 (g) personnel of the Court and all appropriate courts of appellate jurisdiction;

19 and
20

21 (h) any other person agreed to by the Producing Party in writing.

22 CONFIDENTIAL Discovery Material shall not be disclosed to any person
23 described in Paragraphs 11(d), (f) or (h) unless and until such person has executed the
24 Declaration and Undertaking to Be Bound by Stipulated Protective Order in the form attached as
25 Exhibit A. CONFIDENTIAL Discovery Material shall not be disclosed to any person unless
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1 such person is authorized to receive CONFIDENTIAL Discovery Material pursuant to Paragraph
2 11 of this Stipulated Protective Order.

3 12. As a condition precedent to disclosure of CONFIDENTIAL Discovery Material,
4 at least seven (7) calendar days before the disclosure of any CONFIDENTIAL Discovery
5 Material of any Producing Party is made to an individual described above in Paragraphs 11(d) or
6 (h), counsel for the Receiving Party shall serve a Notice on the Producing Party identifying the
7 individual by name and including a *curriculum vitae* or equivalent resume disclosing the
8 individual's employment history, past or present relationship with any of the parties, all
9 consulting engagements during the past five (5) years and an executed acknowledgement from
10 the individual to whom the disclosure is to be made, in the form of Exhibit A attached hereto.
11 Prior to disclosure of any CONFIDENTIAL Discovery Material produced by another party, the
12 other party shall have seven (7) calendar days from receipt of the executed acknowledgement
13 and *curriculum vitae* or resume to object to such disclosure. In the event of an objection to the
14 proposed disclosure, the parties shall promptly confer in good faith to resolve the concerns
15 giving rise to the objection. If the parties are unable to reach agreement regarding such
16 disclosure, the objecting party must notify the Court on an expedited basis, and in no event later
17 than fifteen (15) calendar days after receipt of the executed acknowledgement and *curriculum*
18 *vitae* or resume. The burden shall be on the objecting party to demonstrate to the Court why the
19 proposed disclosure should not be made. CONFIDENTIAL Discovery Material shall not be
20 disclosed to such an individual pending the Court's resolution of the dispute. The foregoing
21 seven (7) and fifteen (15) calendar day periods may be extended by agreement of the parties or
22 by Order of the Court.
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1 (d) obtained outside of this Action by the Receiving Party from the Producing
2 Party without having been designated as CONFIDENTIAL; provided, however, that this
3 provision does not negate any pre-existing obligation of confidentiality; and/or

4 (e) previously produced, disclosed or provided by the Producing Party to the
5 Receiving Party or any third party without an obligation of confidentiality.
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7 While the Producing Party has the burden of proof of establishing that Discovery
8 Material is CONFIDENTIAL as set forth in Paragraph 14, the Receiving Party shall have the
9 burden of proof to establish that any otherwise valid claims of confidentiality have been vitiated
10 based on any of the grounds set forth in Paragraph 15.

11 **INADVERTENT PRODUCTION/DESIGNATION**

12 16. The inadvertent production of a document subject to attorney-client privilege or
13 work product immunity will not waive attorney-client privilege or work product immunity. In
14 addition, the fact that a document was inadvertently produced shall not be used in any manner as
15 evidence in support of any alleged waiver of attorney-client privilege or work product immunity.
16 If a party has inadvertently produced a document subject to a claim of attorney-client privilege
17 or work product immunity, upon request, the document and all copies thereof shall be returned
18 promptly, and in no event later than five (5) calendar days, after a request is made by the
19 Producing Party, as required by Fed. R. Civ. P. 26(b)(5)(B). Moreover, any notes or summaries,
20 other than those expressly permitted under this section, referring to or relating to any such
21 inadvertently produced document subject to a claim of attorney-client privilege or work product
22 immunity shall be destroyed. Nothing herein shall prevent the Receiving Party from preparing a
23 record for its own use containing the date, author, address(es) and other such information as is
24 reasonably necessary to identify the document and generally describe its nature to the Court in
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1 any motion to compel production of the document. Such a record of the identity and nature of a
2 document may not be used for any purpose other than preparation of a motion to compel in this
3 Action. After return of the document(s), the Receiving Party may challenge the Producing
4 Party's claim(s) of attorney-client privilege or work product immunity by making a motion to the
5 Court.
6

7 17. The inadvertent failure by a Producing Party to designate Discovery Material as
8 CONFIDENTIAL shall not be a waiver of such designation provided that the Producing Party
9 promptly informs the Receiving Party that such Discovery Material is CONFIDENTIAL, and in
10 any event not more than five (5) days from when the failure to designate first became known to
11 the Producing Party. The inadvertent failure by a party to designate Discovery Material as
12 CONFIDENTIAL shall not preclude the filing of a motion at a later date seeking to impose such
13 designation or challenging the propriety thereof. The party receiving Discovery Material that the
14 Producing Party inadvertently failed to designate as CONFIDENTIAL shall not be in breach of
15 this Order for any use made of such Discovery Material before the Receiving Party is informed
16 of the inadvertent failure to designate. Once the Receiving Party has been informed of the
17 inadvertent failure to designate pursuant to this Paragraph, the Receiving Party shall take
18 reasonable steps to, at the Producing Party's option, either ensure that all copies of any such
19 Discovery Materials are returned promptly to the Producing Party or ensure that all copies of any
20 such Discovery Materials are marked with the proper designation and distributed only as
21 permitted under this Stipulated Protective Order.
22

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24 18. In the event of disclosure of Discovery Material designated CONFIDENTIAL to
25 any person not authorized to such access under this Stipulated Protective Order, the party
26 responsible for having made such disclosure, and each party with knowledge thereof, shall
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1 immediately inform counsel for the party whose Discovery Material has been disclosed of all
2 known relevant information concerning the nature and circumstances of the disclosure. The
3 party responsible for improperly disclosing such Discovery Material shall also promptly take all
4 reasonable measures to retrieve the improperly disclosed Discovery Material and to ensure that
5 no further or greater unauthorized disclosure and/or use thereof is made.
6

7 **OBJECTION TO DESIGNATIONS**

8 19. Any party may object to the designation by the Producing Party of any Discovery
9 Material as CONFIDENTIAL. The process for making such an objection and for resolving the
10 dispute shall be as follows:

11 (a) The objecting party shall notify the Producing Party in writing as to its
12 objection(s) to the designations. This notice shall include, at a minimum, a specific
13 identification of the designated Discovery Material objected to as well as the reason(s) for the
14 objection.
15

16 (b) The objecting party shall thereafter have the burden of conferring either in
17 person or by telephone with the Producing Party claiming protection, as well as any other
18 interested party, in a good faith effort to resolve the dispute.
19

20 (c) Failing agreement, the objecting party may move the Court for a ruling
21 that the Discovery Material sought to be protected is not entitled to such designation. The
22 Producing Party bears the burden to establish that the Discovery Material is CONFIDENTIAL
23 and entitled to such protection under this Stipulated Protective Order.

24 Notwithstanding any such challenge to the designation of Discovery Material as
25 CONFIDENTIAL, all such Discovery Material so designated shall be treated as such and shall
26 be subject to the provisions of this Stipulated Protective Order until either the party who
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1 designated the Discovery Material as CONFIDENTIAL withdraws such designation in writing
2 or the Court rules that the designation is not proper and that the designation be removed.

3 **RETURN/DESTRUCTION OF MATERIALS**

4 20. Not later than sixty (60) days after the termination of this Action, all
5 CONFIDENTIAL Discovery Material, including all copies thereof, shall be returned to the
6 Producing Party or destroyed, such election to be made by the Receiving Party, except that each
7 party's outside counsel may retain all papers filed with the Court, transcripts of testimony and
8 exhibits, expert reports, discovery requests and responses, correspondence and their own work
9 product containing CONFIDENTIAL information for archival purposes, and provided that such
10 counsel shall not disclose any party's CONFIDENTIAL Discovery Material contained therein to
11 any person or entity except pursuant to a written agreement with the Producing Party or as
12 otherwise provided in this Stipulated Protective Order. Not later than seventy-five (75) days
13 after the termination of this Action, the party receiving any CONFIDENTIAL Discovery
14 Material shall certify in writing that all such material has been returned or destroyed.

15 **MISCELLANEOUS PROVISIONS**

16 21. This Stipulated Protective Order is without prejudice to the right of any party to
17 seek further or additional protection of Discovery Material for which the protection of this Order
18 is not believed by such party to be adequate. Nothing in this Stipulated Protective Order shall be
19 deemed to bar or preclude any Producing Party from seeking such additional protection,
20 including, without limitation, an order that certain information may not be discovered at all.

21 22. The entry of this Stipulated Protective Order shall not be construed as a waiver of
22 any right to object to the furnishing of information in response to discovery and, except as
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1 expressly provided, shall not relieve any party of the obligation of producing information in the
2 course of discovery.

3 23. If at any time CONFIDENTIAL Discovery Material is subpoenaed by any court,
4 or any arbitral, administrative or legislative body, the person to whom the subpoena is directed
5 shall immediately give written notice thereof to counsel for every party who has produced such
6 CONFIDENTIAL Discovery Material and shall provide each such party with an opportunity to
7 object to the production of such materials. If the Producing Party does not move for a protective
8 order within five (5) business days of the date written notice is given, the party to whom the
9 referenced subpoena is directed may produce, on or after the date set for production in the
10 subpoena but not prior to the end of the five (5) business day notice period, such material in
11 response thereto.

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14 24. Counsel for any party to this Stipulated Protective Order shall have the right to
15 exclude from depositions, other than the deponent, court reporter and videographer, any person
16 who is not authorized under this Stipulated Protective Order to receive CONFIDENTIAL
17 Discovery Material. Such right of exclusion shall be applicable only during periods of
18 examination or testimony directed to CONFIDENTIAL Discovery Material. The failure of
19 individuals other than those specified in the previous sentence to leave the deposition room
20 during any portion of the deposition that inquires into matters deemed CONFIDENTIAL by the
21 designating party shall constitute justification for counsel to instruct the witness not to answer
22 the question.

23
24 25. All notices required by any paragraphs of this Stipulated Protective Order are to
25 be made by e-mail to counsel representing the noticed party. The date by which a party
26 receiving notice shall respond or otherwise take action shall be computed from the date of
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1 receipt of the notice. Any of the notice requirements herein may be waived in whole or in part,
2 but only in a writing signed by counsel for the Producing Party.

3 26. Nothing in this Stipulated Protective Order shall bar or otherwise restrict counsel
4 from rendering advice to his or her client with respect to this Action and, in the course thereof,
5 relying in a general way upon his or her examination of CONFIDENTIAL Discovery Material in
6 this Action; provided, however, that in rendering such advice and in otherwise communicating
7 with a person not entitled to view CONFIDENTIAL Discovery Material, counsel shall not
8 disclose the contents of CONFIDENTIAL Discovery Material produced by any other party or
9 non-party.
10

11 27. Execution of this Stipulated Protective Order shall not constitute a waiver of the
12 right of any party to claim in this Action or otherwise that any document, or any portion thereof,
13 is protected by the attorney-client privilege or work product immunity or is otherwise not
14 discoverable or admissible in evidence in this Action or any other proceeding.
15

16 28. Each person or entity who receives CONFIDENTIAL Discovery Material agrees
17 to subject himself or herself to the jurisdiction of this Court for the purpose of any proceedings
18 relating to the performance under, compliance with or violation of this Stipulated Protective
19 Order.
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1 29. For purposes of this Stipulated Protective Order, "termination of this Action" is
2 defined to mean the exhaustion of all appeals from orders and final judgments in this Action or
3 the settlement of this Action.

4 IT IS SO STIPULATED.

5 Dated: November 4, 2011

8 JONES VARGAS

9 /s/ Justin J. Hasford
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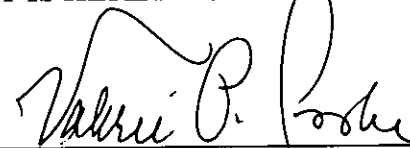
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*Attorneys for Defendant Watson
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IT IS HEREBY ORDERED:


The Honorable Valerie P. Cooke
UNITED STATES MAGISTRATE JUDGE

Dated: November 8, 2011

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EXHIBIT A

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

FERRING B.V.,)	Case No.: 3:11-cv-00481-RCJ-VPC
)	
Plaintiff,)	
)	
v.)	DECLARATION AND UNDERTAKING
)	TO BE BOUND BY STIPULATED
WATSON LABORATORIES, INC. -)	PROTECTIVE ORDER
FLORIDA,)	
)	
Defendant.)	
)	

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I, _____, declare

that:

1. My residence address is _____.
2. My current employer is _____.

and the address of my current employment is _____.

3. My current occupation or job description is _____.

4. [Experts Only] A copy of my *curriculum vitae* is attached hereto.

5. I have received and read the Stipulated Protective Order in this Action dated _____, and I understand its provisions. I agree (a) to be bound by the terms of the Stipulated Protective Order, (b) to use CONFIDENTIAL Discovery Material solely for this action and (c) not to disclose any CONFIDENTIAL Discovery Material to any person,

1 firm, corporation or other entity not qualified to have access to such information pursuant to the
2 terms of the Stipulated Protective Order.

3 6. Upon termination of this Action, I will destroy or return to retaining counsel all
4 CONFIDENTIAL Discovery Material and summaries, abstracts and indices thereof that come in
5 my possession, and documents of things that I have prepared relating thereto.

6
7 7. I hereby submit to the jurisdiction of the United States District Court for the
8 District of Nevada for the purpose of enforcement of the Stipulated Protective Order. I
9 understand that if I violate the provisions of the Stipulated Protective Order, I will be in violation
10 of a Court Order and subject to sanctions or other remedies that may be imposed by the Court
11 and may be liable in civil action by one or more of the parties in this Action.

12 I declare under penalty of perjury under the laws of the United States of America that the
13 foregoing is true and correct.
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17 Date

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17 Signature

CERTIFICATE OF SERVICE

I certify that I am an employee of Jones Vargas, and that on this date, pursuant to FRCP 5 (b), I am serving a true copy of the attached **STIPULATED PROTECTIVE ORDER** on the parties set forth below by:

_____ Placing an original or true copy thereof in a sealed envelope placed for collection and mailing in the United States Mail, at Reno, Nevada, postage prepaid, following ordinary business practices

_____ Certified Mail, Return Receipt Requested

_____ Via Facsimile (Fax)

_____ Placing an original or true copy thereof in a sealed envelope and causing the same to be personally Hand Delivered

_____ Federal Express (or other overnight delivery)

XX E-service effected by CM/ECF

addressed as follows:

Michael D. Rounds
5371 Kietzke Lane
Reno, NV 89511
mrounds@watsonrounds.com

Bruce Jefferson Boggs, Jr.
Merchant & Gould P.C.
1701 Duke Street, Suite 310
Alexandria, VA 22314
jboggs@merchantgould.com

Christopher J. Sorenson
Merchant & Gould P.C.
3200 IDS Center
80 South Eighth Street
Minneapolis, MN 55402
csorenson@merchantgould.com

DATED this 4th day of November, 2011.

/s/ Debbie Sorensen
An employee of Jones Vargas

JONES VARGAS
300 E. Second Street, Suite 1510 - P.O. Box 281
Reno, NV 89504-0281
Tel: (775) 786-5000 Fax: (775) 786-1177