

HONORABLE RICARDO S. MARTINEZ

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

AMIGA, INC., a Delaware corporation,

Plaintiff,

v.

HYPERION VOF, a Belgium corporation,

Defendant.

No. 07-0631-RSM

**HYPERION'S MEMORANDUM IN
OPPOSITION TO AMIGA
DELAWARE'S MOTION FOR
PROTECTIVE ORDER**

Note on Motion Calendar: 12/17/08

I. INTRODUCTION

Defendant Hyperion VOF opposes Amiga Delaware's Motion for Protective Order because Hyperion's counsel did, in fact, look at every document "packet" contained within the Cairncross & Hempelmann subpoena response that was identified as "Highly Confidential-- Outside Counsel's Eyes Only," and concluded that none qualifies for that designation. Those documents are, furthermore, relevant to either disproving Amiga Delaware's claims against Hyperion, and/or proving Hyperion's counterclaims against Amiga Delaware. Indeed, it appears that the most-consistent criterion applied by Amiga Delaware in its document designations was whether it thought that the document in question could hurt its case, rather than the proper inquiry of whether the document contained an actual trade secret.

**HYPERION'S MEMORANDUM IN
OPPOSITION TO AMIGA DELAWARE'S
MOTION FOR PROTECTIVE ORDER**
Cause No: 07-0631-RSM

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1 Hyperion submits that if Amiga Delaware actually thought that it could meet its burden
2 of persuading the Court that the designated documents are properly limited to review by
3 attorney William A. Kinsel alone, then it would have presented at least samples of those
4 documents (under seal) to prove its point. Instead, Amiga Delaware simply ignores the
5 substance of its burden of persuasion and lamely offers to provide copies if the Court so
6 requests. Accordingly, to aid the Court in its consideration of this motion, Hyperion provides
7 copies (under seal) of the specific examples of the types of documents that were improperly
8 marked for review by “Outside Counsel’s Eyes Only” as exhibits to the Sealed Declaration of
9 William A. Kinsel In Opposition to Amiga Delaware’s Motion for Protective Order, hereinafter
10 “Sealed Kinsel Dec.” Hyperion also is providing the court with a copy of the CD that contains
11 all of the documents produced by Cairncross & Hempelmann, along with a copy of the list of
12 documents (identified by Bates number and attached to this brief as Exhibit A) that identifies
13 all of the challenged documents. Hyperion invites the Court—after reviewing the specific
14 documents highlighted in this memorandum and that are found attached to the Declaration of
15 William A. Kinsel—to pick as few or as many documents from that list as it wishes to confirm
16 for itself that none is properly designated for review by “Outside Counsel’s Eyes Only.”
17

18 II. FACTS

19 A. HYPERION’ SUBPOENA DUCES TECUM WAS NOT UNDULY 20 BURDENSOME

21 This motion has deep roots, beginning with Amiga Delaware’s Motion to Quash the
22 subpoena duces tecum served by Hyperion on Cairncross & Hempelmann. (*See* Dkt. #88, filed
23 on January 1, 2008.) The Court denied that motion to quash and ordered Cairncross &
24 Hempelmann to produce responsive documents. (Order, Dkt. #97, entered January 17, 2008.)
25 While nominally responding as required by the Court’s order, Amiga resisted having
26

1 Cairncross produce many of its responsive documents until a protective order was entered.
2 Rather than further burden the Court with the issue, Hyperion engaged in extensive
3 negotiations with Amiga Delaware over the terms of such a protective order, which ultimately
4 culminated in the filing of a Stipulated Motion for Protective Order on July 25, 2008. (Dkt. #
5 114.) The Court subsequently entered that protective order on August 4, 2008. (Dkt. #116.)

6 **B. RELEVANT PROVISIONS OF THE STIPULATED PROTECTIVE ORDER**

7 The portions of the Stipulated Protective Order that are relevant to this motion are as
8 follows:
9

10 1. PURPOSES AND LIMITATIONS

11 The parties acknowledge that this Order does not confer blanket
12 protections on all disclosures or responses to discovery and that the protection it
13 affords extends only to the limited information or items that are entitled under the
14 applicable legal principles to treatment as confidential.

15 2. DEFINITIONS

16 * * *

17 2.3 “Confidential” Information or Items: all items or information,
18 regardless of the medium or manner generated, stored, or maintained (including,
19 among other things, testimony, transcripts, or tangible things) that are produced or
20 generated in disclosures or responses to discovery in this matter and that constitute
21 confidential research, development or commercial information, as those terms are
22 used in F.R.Civ.P. 26(c)(7).

23 2.4 “Highly Confidential – Outside Counsel’s Eyes Only” Information or
24 Items: all items or information, regardless of the medium or manner generated,
25 stored, or maintained (including, among other things, testimony, transcripts, or
26 tangible things) that are produced or generated in disclosures or responses to
discovery in this matter and that constitute trade secret information and/or other
secret or sensitive information, the disclosure of which would cause injury to a
non-party’s reputation, financial interests, and/or property or the disclosure of
which to another Party or non-party would create a substantial risk of serious injury
that could not be avoided by less restrictive means.

* * *

5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection.
Each Party or non-party that designates information or items for protection under

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

7
8 5.2 Mass, Indiscriminate, or Routinized Designations are Prohibited.
9 Designations that are shown to be clearly unjustified, or that have been made for an
10 improper purpose (e.g., to unnecessarily encumber or retard the case development
11 process, or to impose unnecessary expenses and burdens on other parties), expose
12 the Designating Party to sanctions.

13
14 If it comes to a Party's or a non-party's attention that information or items
15 that it designated for protection do not qualify for protection at all, or do not qualify
16 for the level of protection initially asserted, that Party or non-party must promptly
17 notify all other parties that it is withdrawing the mistaken designation.

18 (Stipulated Protective Order, Dkt. # 116.) It is important to note that there are two levels of
19 protection provided by the Stipulated Protective Order, specifically "confidential" under §2.3
20 and "Highly Confidential—Outside Counsel's Eyes Only" under §2.4, and that only *trade*
21 *secrets* "or other secret or sensitive information" of a similar nature can be limited to outside
22 counsel's eyes only.

23
24 **C. HYPERION'S REVIEW OF THE "OUTSIDE COUNSEL'S EYES ONLY"**
25 **DOCUMENTS**

26 Prior to contacting Amiga Delaware's counsel to dispute its "Outside Counsel's Eyes
Only" designations for the Cairncross document production, Hyperion's outside legal assistant,
Ms. Lori Peters, spent 3.0 hours segregating all of the merely "confidential" documents from
those designated "outside counsel's eyes only," both so that Hyperion (specifically Ben
Hermans and Evert Carton) could review what was designated as "confidential" and so attorney
Kinsel could review what was marked for "his eyes only." One of the products of Ms. Peters'
work was the list attached both to this brief and to Mr. Kinsel's declaration as Exhibit 1, which
identifies each "document" marked as "outside counsel's eyes only." (Kinsel Dec., ¶2, and
Exhibit 1.). The word "document" appears in quotes here because Amiga Delaware/Cairncross

1 provided the Cairncross & Hempelmann document production in PDF format on a disk. Each
2 “document” is identified on the disk by the bates number that appears on the first page of a
3 document, which in many instances consists of multiple pages. By way of example, the first
4 entry on Exhibit A is “0001.” It refers to the document that begins with the page that is bates
5 stamped C-H000001, and so forth and so on.

6 Mr. Kinsel then spent 13.2 hours reviewing each “document” that was designated as
7 being for his eyes only. At the conclusion of that process, he concluded that not one of those
8 documents was properly restricted to the review of outside counsel only. (Kinsel Dec., ¶2.) On
9 October 27, 2008, Mr. Kinsel then wrote to Amiga Delaware and Cairncross & Hempelmann to
10 explain his conclusions and to demand under §6.2 of the Stipulated Protective Order that the
11 interested parties meet and confer to discuss the problem. (Kinsel Dec., ¶3, Exhibit 2.) On
12 Friday, November 7, 2008, Mr. Kinsel and Mr. Lawrence Cock met and conferred without
13 success in the effort to resolve the present dispute. (Kinsel Dec., ¶3.) Accordingly, on
14 November 12, 2008, Mr. Kinsel wrote another letter invoking the judicial dispute resolution
15 process required by §6.3 of the Stipulated Protective Order. Mr. Kinsel spent an additional 3
16 hours preparing these §§6.2 and 6.3 notices. (Kinsel Dec., ¶4, Exhibit 3.)

18 D. MISCELLANIOUS MATTERS

19 Two additional miscellaneous matters need to be addressed. First, Amiga Delaware
20 accuses Hyperion of having “unclean hands” because Hyperion failed to produce some
21 documents. In fact, Hyperion produced all responsive documents to its counsel in 2007, and
22 Hyperion’s counsel was mistakenly under the impression that all of those materials had been
23 produced to Amiga Delaware. When that mistake was pointed out, Hyperion’s counsel
24 promptly rectified the matter. Thus, Amiga Delaware now has all documents it has requested
25

1 from Hyperion, and not one of those documents was marked with the restrictive “Outside
2 Counsel’s Eyes Only” designation. (See Kinsel Dec., ¶5, Exhibit 4.)

3 Second, Amiga Delaware implies in its motion papers that Hyperion is somehow
4 interfering with the mediation process by pressing its demands to make the “outside counsel’s
5 eyes only” documents available to Mr. Evert Carton and Mr. Ben Hermans for review. In fact,
6 it has now been almost exactly a year since the subpoena duces tecum for the disputed
7 documents was served on Cairncross & Hempelmann. It should come as no surprise to Amiga
8 Delaware that one typical element of *successful* mediations is the possession by each party
9 concerned of the information it needs to properly assess the risks and benefits of settlement
10 versus ongoing litigation. Simply put, by refusing to give Hyperion access to these materials,
11 Amiga Delaware has frustrated that goal and made it more difficult to reach settlement. For the
12 Court’s information, the mediation effort is nonetheless continuing with the assistance of the
13 Honorable Judge Kelley Arnold. (Kinsel Dec., ¶6.)

15 III. ARGUMENT

16 A. THE BURDEN OF PROOF ON A MOTION FOR A PROTECTIVE ORDER 17 RESTS ON THE PARTY SEEKING TO PREVENT DISCLOSURE

18 It is well established that the party seeking to prevent disclosure of a document bears
19 the burden of establishing entitlement to a protective order under FRCP 26(c):

20 Under Fed.R.Civ.P. 26(c)(7), the district court, for good cause shown, may
21 grant a protective order requiring that “a trade secret or other confidential research,
22 development, or commercial information not be disclosed or be disclosed only in a
23 designated way.” Fed.R.Civ.P. 26(c)(7). However, the Rules also explain that
24 “courts have not given trade secrets automatic and complete immunity against
25 disclosure, but have in each case weighed their claim to privacy against the need
26 for disclosure.” Fed.R.Civ.P. 26(c)(7) advisory committee's note to 1970
amendment. As we explained in *Cipollone v. Liggett Group, Inc.*, 785 F.2d 1108,
1121 (3d Cir.1986), “Rule 26(c) places the burden of persuasion on the party
seeking the protective order. To overcome the presumption, the party seeking the
protective order must show good cause by demonstrating a particular need for
protection. Broad allegations of harm, unsubstantiated by specific examples or
articulated reasoning, do not satisfy the Rule 26(c) test.”

1 Leucadia, Inc. v. Applied Extrusion Technologies, Inc., 998F.2d 157, 166 (3rd Cir. 1993).

2 With respect to this motion for protective order, it is also important to remember that
3 the dispute springs from Amiga Delaware's earlier, unsuccessful motion to quash Hyperion's
4 subpoena duces tecum. With respect to that initial motion, again, "the party who moves to
5 quash a subpoena has the 'burden of persuasion' under Rule 45(c)(3)." Moon v. SCP Pool
6 Corp., 232 F.R.D. 633, 637 (USDC, C.D. CA 2005).

7 Rule 26(b)(1) permits discovery in civil actions of "any matter, not privileged,
8 that is relevant to the claim or defense of any party..." Generally, the purpose of
9 discovery is to remove surprise from trial preparation so the parties can obtain
10 evidence necessary to evaluate and resolve their dispute. [Cite omitted.] Toward
11 this end, Rule 26(b) is liberally interpreted to permit wide-ranging discovery of
12 information even though the information may not be admissible at the trial. [Cite
13 omitted.] All discovery, and federal litigation generally, is subject to Rule 1,
14 which directs that the rules "shall be construed and administered to secure the
15 just, speedy, and inexpensive determination of every action."

12 Federal Rule of Civil Procedure 45 governs subpoenas duces tecum for the
13 production of documents with or without the taking of a deposition. [Footnote
14 omitted.] One of the purposes of Rule 45 is "to facilitate access outside the
15 deposition procedure provided by Rule 30 to documents and other information in
16 the possession of persons who are not parties..." Advisory Committee Notes to
17 1991 Amendment. "The non-party witness is subject to the same scope of
18 discovery under this rule as that person would be as a party to whom a request is
19 addressed pursuant to Rule 34." *Id.*

17 Moon, 232 F.R.D. at 636. After considering the memoranda and materials in that motion, the
18 Court denied Amiga Delaware's motion to quash. The result should be the same with this
19 motion for protective order, and the Court should order that all documents designated "Outside
20 Attorney's Eyes Only" in the Cairncross document production are stripped of that designation.

21 **B. AMIGA DELAWARE'S MOTION SHOULD BE DENIED BECAUSE
22 PLAINTIFF HAS NOT EVEN ATTEMPTED TO MEET ITS BURDEN OF
23 PERSUASION**

23 Amiga Delaware, as the party seeking a protective order, must show good cause by
24 demonstrating a particular need for protection. Broad allegations of harm, unsubstantiated by
25 specific examples or articulated reasoning, do not satisfy the Rule 26(c) test. Leucadia, Inc.,
26 998F.2d at 166. In the motion at bar, Amiga Delaware has presented not one of the documents

1 for Court review that it asserts is entitled to the extra-ordinary protection of being limited to
2 review by outside counsel only. This failure, in and of itself, is sufficient grounds to deny
3 Amiga Delaware's motion in its entirety, and for the Court to order that all of the challenged
4 documents no longer are entitled to that protection.

5 **C. THE SAMPLE DOCUMENTS IDENTIFIED IN HYPERION'S OCTOBER 27,**
6 **2008 LETTER ARE NOT PROPERLY LIMITED TO OUTSIDE COUNSEL'S**
7 **EYES ONLY**

8 Amiga Delaware seems to maintain that Hyperion's challenges to its document
9 designations were somehow insufficiently detailed to require them to bother to do anything
10 specific in response. To the contrary, Hyperion's letter of October 27, 2008, quite clearly
11 identifies the problem of "Mass, Indiscriminate, or Routinized Designations" in violation of
12 §5.2 of the Stipulated Protective Order, and points out five specific types of documents that are
13 examples of broader categories of improperly marked documents. (Kinsel Dec., Ex. 2.)
14 Hyperion reviews here for the benefit of the Court examples of each of those categories, and
15 attaches copies of the same to the Sealed Declaration of William A. Kinsel In Opposition To
16 Amiga Delaware's Motion for Protective Order. If the Court wants to conduct a further review
17 of documents from the CD of Cairncross documents, it can simply pick at random from the list
18 attached hereto as Exhibit A, and then look within the subdirectories titled "001," "002", "003"
19 or "004" on the CD being provided by Hyperion.

20 **1. Amiga Washington's Business Plans**

21 It is a fairly standard practice in the legal profession to start with your strongest
22 argument, and to follow with the weaker positions, in the hopes that the Court will not notice
23 the difference. Here, we will do the reverse and start with Amiga Washington's strongest
24 argument, which consists of three old "business plans" from Amiga Washington that could,
25 conceivably, have contained trade secrets or similar information that would justify an "outside
26 attorney's eyes only." As stated in Hyperion's October 27, 2008 letter:

1 In fairness, there are three business plans commencing at C-H 2027, 2520
2 and 2935, which might under different circumstances be considered trade secret
3 information properly subject to the "Outside Counsel's Eyes Only" designation.
4 From what I can determine, however, those business plans were prepared in the
5 years 2000 and 2002, or perhaps 2003, and they no longer contain any sensitive
6 business information. Indeed, even when written those business plans were so
7 generic as to contain nothing beyond the obvious idea that money was to be made,
8 if a competitive product could be brought to market. Those business plans do,
9 however, contain relevant statements that reflect on issues in dispute in this case,
10 e.g., what Amiga Washington's overall (generic) priorities were, and when and
11 how individuals relevant to the fraudulent conveyance claim became involved in
12 that company. Those documents need, as a result, to be made available to my
13 client for their review.

8 (Kinsel Dec., Ex. 2.) Those three business plans are attached to the Sealed Kinsel Dec., at
9 Exhibit A. As stated in the October 27, 2008 letter, these three business plans do not qualify
10 for "Outside Counsel's Eyes Only" designation. Hyperion does not object, however, to them
11 retaining the "Confidential" designation.

12 2. Evidence Regarding Amiga Washington's Insolvency

13 Again, the primary motivating factor for designating a document for "Outside Counsel's
14 Eyes Only" appears to have been Amiga Delaware's concern that the document contains
15 evidence that will hurt its case. A primary example of this category of documents relates to the
16 insolvency of Amiga Washington. As the Court will recall, in its Order Denying Plaintiff's
17 Motion for Preliminary Injunction (Dkt. #38), at page 7, specific reference was made to the
18 testimony of Bill McEwen in a deposition taken in the Thendic Electronics v. Amiga, C03-
19 03RSL, as evidence of Amiga Washington's insolvency. The deposition transcript filed in that
20 action (and thus in the public record) was only an excerpt of the same (*see* Dkt #25, Ex. A, p. 9-
21 17), while Cairncross & Hempelmann produced it in its entirety at C-H 861 to 928, after Amiga
22 Delaware's counsel marked it for "Outside Counsel's Eyes Only." The full transcript,
23 unsurprisingly, contains additional testimony regarding Amiga Washington's insolvency, as
24 well as information on its relationship with Hyperion. (*See, e.g.*, Sealed Kinsel Dec., Exhibit
25 B, dep. pp. 25-26 at CH 867, dep. pp. 33-44, at C-H 869-71.) This transcript is obviously
26 relevant and is not even entitled to being marked "Confidential," let alone restricted to "Outside

1 Attorney's Eyes Only."¹ Other documents pertinent to the insolvency issue are scattered about
2 in the improperly-designated "Outside Attorney's Eyes Only" documents. *See, e.g.*, CH 2047-
3 56, C-H 2216, C-H 2696/2936, all on the provided disk.

4 **3. Documents Relevant to the Fraudulent Conveyance Claims**

5 In its Answer to the Amended Complaint and Counterclaims (Dkt. #105), Hyperion has
6 alleged fraudulent conveyance claims against Amiga Delaware, involving conduct with Itec,
7 Amiga Washington and its various insiders. (*See*, Dkt. #105, pp. 31-33.) Proof of this claim
8 will require access to evidence on who the insiders actually were in those various entities.
9 Again, realizing that fact, Amiga Delaware applied a routinized "Outside Attorney's Eyes
10 Only" designation to basic corporate records that simply identify who those insiders were, and
11 how they were involved, which go directly to the proof needed for Hyperion's claims. (*See*,
12 *e.g.*, Sealed Kinsel Dec. at Ex. C, "CH 2887," at CH 2856 for an identification of those
13 members who owned a limited liability company that controlled Amiga Washington.²) Many
14 similar documents are scattered throughout the "Outside Attorney's Eyes Only" documents,
15 and none is properly designated. (*See, e.g.*, the documents appearing on the disk and marked
16 C-H 1018, 1285, and 2976.) Indeed, it is not even clear that they properly qualify as
17 "Confidential" documents.

18 **4. Trademark Claims**

19 The parties have "dueling" trademark claims alleged against each other. (*See, e.g.*,
20 Hyperion's Counterclaims at Dkt. #105, pp. 35-36.) As Hyperion understands it, Amiga
21 Delaware ultimately claims its trademark rights through a chain of transactions that, early on,
22 included Gateway and Amiga Washington. Yet, Amiga Delaware has marked those documents
23 "Outside Counsel's Eyes Only." They are obviously relevant to these issues, rather
24

25 ¹ The exhibits to this deposition transcript appear at C-H 898 to 928 and are improperly restricted.

26 ² The produced CD identifies this document as starting at C-H 2887, when in fact the first page reads C-H 002855.

1 interestingly for what they do not say, and in no way whatsoever are they “trade secrets.” This
2 is especially the case when one considers the fact that the value of a trademark comes from *its*
3 *use in public*. (An example of an inappropriately marked trademark document is at Sealed
4 Kinsel Dec., Exhibit D, C-H 2333-2344. Other examples are on the disk at C-H 1895 and C-H
5 4202.)

6 **5. Breach of Warranty Claims**

7 Hyperion has alleged breach of warranty claims related to Amiga Washington’s failure
8 to deliver promised software code. (*See, e.g.*, Hyperion’s Counterclaims at Dkt. #105, pp. 33-
9 34.) Amiga Delaware has marked a contract dated March 22, 1999 as being subject to “Outside
10 Counsel’s Eyes Only.” (*See* Sealed Kinsel Dec, Exhibit E, C-H 2539, which is the first page of
11 a multi-page contract found in full on the disk.) This contract appears directly relevant to what
12 Amiga Washington may or may not have acquired from a Gateway entity in terms of software
13 code, and thus appears to bear directly on what Amiga Washington could or could not deliver
14 to Hyperion. There is nothing in the document’s text that the undersigned can identify as a
15 trade secret, and it is improperly marked.

16 **6. The Lack of Care Taken In Designating These Documents is Displayed by**
17 **the “Top Secret” File Folders**

18 In Hyperion’s October 27, 2008 letter, C-H 00001 was identified as an offender because
19 it is a simple file folder and obviously not a trade secret. Amiga Delaware takes Hyperion to
20 task for complaining about that, because it had previously acknowledged that as a mistake.
21 Hyperion’s point remains valid, however, for such “mistakes” are common throughout the
22 Cairncross document production and are simply another indicator of Amiga Delaware’s
23 violation of §5.2 of the Stipulated Protective Order, which prohibits mass and indiscriminate
24 designations. (*See, e.g.*, Sealed Kinsel Dec. at Ex. C, “CH 2887,” at CH 2855.)
25
26

1 **D. HYPERION'S REQUESTS AN AWARD OF ITS ATTORNEY'S FEES**

2 Pursuant to §5.2 of the Stipulated Protective Order, a designating party that engages in
3 mass, indiscriminate, or routinized designations is subject to sanctions. Because that is exactly
4 what has occurred here, Hyperion requests an award of sanctions in the amount of \$5,001, as
5 supported by Kinsel Dec., ¶¶7-11, and Exhibit 5.

6 **IV. CONCLUSION**

7 For all of the above reasons, Hyperion asks the Court to deny the motion to for
8 protective order, to strip all of the challenged documents listed on Exhibit A hereto of their
9 "Outside Counsel Eyes' Only" designation, and to award sanctions of \$5,001 against Amiga
10 Delaware, in favor of Hyperion.

11 DATED this 12th day of December, 2008.

12 KINSEL LAW OFFICES, PLLC

13 By: /s/ William A. Kinsel

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21 539p.doc

**LIST OF CAIRNCROSS & HEMPLEMANN
ATTORNEY EYES ONLY DOCUMENTS**

0001	1186	1395	1906	2473	3236	3761
0007	1192	1402	1917	2501	3246	3772
0044	1194	1406	1994	<u>2520</u>	3265	3786
0066	1196	1409	2019	2534	3273	3799
0079	1199	1449	2021	2534	3277	3811
0091	1201	1684	<u>2027</u>	2539	3282	3823
0117	1203	1685	2047	2559	3291	3828
0138	1204	1690	2057	2568	3338	3830
0235	1206	1700	2058	2576	3341	3850
0256	1208	1709	2059	2580	3344	3867
0263	1209	1717	2060	2599	3355	3883
0861	1211	1723	2068	2623	3359	3896
0898	1213	1729	2079	2634	3380	3910
0906	1217	1736	2080	2636	3383	3935
0909	1219	1741	2083	2637	3408	3960
0968	1221	1743	2086	2641	3410	3967
0980	1223	1747	2089	2705	3412	3974
0983	1225	1748	2092	2734	3414	3995
0994	1227	1751	2095	2737	3429	4021
0995	1230	1753	2098	3809	3431	4027
1002	1232	1755	2101	2811	2446	4032
1006	1233	1761	2104	2833	3461	4039
1009	1236	1769	2107	2845	3475	4049
1011	1237	1773	2110	2852	3491	4069
1016	1246	1774	2113	2865	3511	4070
1018	1249	1776	2116	2875	3532	4074
1021	1250	1780	2124	2887	3549	4075
1031	1258	1781	2132	2924	3567	4084
1037	1260	1786	2140	2926	3574	4086
1051	1261	1794	2148	2932	3580	4089
1059	1263	1797	2156	<u>2935</u>	3585	4094
1065	1285	1800	2164	2950	3591	4105
1070	1288	1801	2172	2965	3596	4120
1081	1296	1803	2180	2976	3603	4130
1083	1307	1826	2188	3002	3619	4202
1090	1308	1829	2196	3011	3635	4207
1097	1328	1831	2204	3015	3649	
1099	1329	1834	2216	3106	3664	
1105	1339	1838	2245	3145	3666	
1109	1340	1846	2255	3151	3668	
1117	1342	1851	2258	3161	3670	
1120	1348	1852	2260	3175	3726	
1123	1356	1876	2262	3196	3732	
1133	1361	1886	2295	3206	3734	
1139	1364	1895	2333	3212	3743	
1153	1366	1897	2345	3217	3752	
1167	1388	1904	2451	3227	3754	

EXHIBIT A