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7 **DISTRICT COURT**  
8 **CLARK COUNTY, NEVADA**

9 GIRARD DEPOTI, Derivatively on Behalf of CV )  
10 SCIENCES, INC., )

11 Plaintiff, )

12 vs. )

13 JOSEPH DOWLING, MICHAEL J. MONA, JR., )  
14 MICHAEL J. MONA, III, GARY R. SLIGAR, )  
15 and JAMES A. MCNULTY, )

16 Defendants, )

17 – and – )

18 CV SCIENCES, INC., )

19 Nominal Party. )

**Case No. A-18-782513-C**

**EXHIBIT C – NOTICE OF  
PROPOSED SETTLEMENT**

1 **TO: ALL CURRENT RECORD SHAREHOLDERS AND THE BENEFICIAL OWNERS**  
2 **OF THE COMMON STOCK OF CV SCIENCES, INC. (“CV SCIENCES” OR THE**  
3 **“COMPANY”) AS OF JULY 28, 2022 (THE “RECORD DATE”) (“CURRENT CV**  
4 **SCIENCES SHAREHOLDERS”)**

5 **PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. THIS**  
6 **NOTICE RELATES TO A PROPOSED SETTLEMENT AND DISMISSAL OF THE**  
7 **ABOVE-CAPTIONED CONSOLIDATED SHAREHOLDER DERIVATIVE ACTION**  
8 **(THE “ACTION”) BY ENTRY OF THE JUDGMENT BY THE COURT AND**  
9 **CONTAINS IMPORTANT INFORMATION REGARDING YOUR RIGHTS. YOUR**  
10 **RIGHTS MAY BE AFFECTED BY THESE LEGAL PROCEEDINGS. IF THE**  
11 **COURT APPROVES THE SETTLEMENT, YOU WILL BE FOREVER BARRED**  
12 **FROM CONTESTING THE APPROVAL OF THE PROPOSED SETTLEMENT AND**  
13 **FROM PURSUING THE RELEASED CLAIMS.**

14 **IF YOU HOLD CV SCIENCES COMMON STOCK FOR THE BENEFIT OF**  
15 **ANOTHER, PLEASE PROMPTLY TRANSMIT THIS DOCUMENT TO SUCH**  
16 **BENEFICIAL OWNER.**

17 **THE RECITATION OF THE BACKGROUND AND CIRCUMSTANCES OF THE**  
18 **SETTLEMENT CONTAINED HEREIN DOES NOT CONSTITUTE THE FINDINGS**  
19 **OF THE COURT. IT IS BASED ON REPRESENTATIONS MADE TO THE COURT**  
20 **BY COUNSEL FOR THE PARTIES.**

21 Notice is hereby provided to you of the proposed settlement (the “Settlement”) of the above-  
22 referenced shareholder derivative lawsuit as well as related suits. This Notice is provided by Order  
23 of the District Court of Clark County, Nevada (the “Court”). It is not an expression of any opinion  
24 by the Court. It is to notify you of the terms of the proposed Settlement, and your rights related  
25 thereto.

26 **I. WHY THE COMPANY HAS ISSUED THIS NOTICE**

27 Your rights may be affected by the Settlement of the following actions:

- 28 • *Depoti v. Dowling, et al*, Case No. A-18-782513-C (Nev. Dist. Ct.-Clark Cty.)
- *Radcliffe v. Dowling, et al.*, Case No. A-19-794377-B (Nev. Dist. Ct.-Clark Cty.)
- *Tarangelo v. Mona, Jr., et al.*, Case No. A-19-789153-B (Nev. Dist. Ct.-Clark Cty.)
- *Francis v. Mona, Jr., et al.*, Case No. 2:18-cv-02284-GMN-NJK (D. Nev.)
- *Berry v. Dowling, et al.*, Case No. 3:20-CV-01072-AJB-DEB (S.D. Cal.)
- *Menna v. Dowling, et al.*, Case No. 37-2021 -00019613-CU-SL-CTL (San Diego Sup.  
Ct.)

Plaintiffs in these actions (the “Derivative Actions”) Girard Depoti, Richard Tarangelo, John  
Radcliffe, David Francis, David Menna, and Phillip Berry (on behalf of themselves and derivatively

1 on behalf of CV Sciences) (collectively “Plaintiffs”), individual defendants Joseph Dowling, Michael  
2 J. Mona, Jr., Michael J. Mona III, Gary R. Sligar, James A. McNulty, Stephen M. Schmitz, Bart P.  
3 Mackay, Larry Raskin, Edward A. Wilson, Beth Altman, Paul Blake, Terri Funk Graham, and Joseph  
4 Maroon (“Individual Defendants”) and nominal defendant CV Sciences have agreed upon terms to  
5 settle the Action and have signed a written Stipulation of Settlement (“Stipulation”) setting forth those  
6 settlement terms. Together, the Individual Defendants and nominal defendant CV Sciences are  
7 referred to as “Defendants.”

8 On November 14, 2022, at 1:30 p.m., Courtroom 16C, 200 Lewis Ave., Las Vegas,  
9 Nevada 89011, the Court will hold a hearing (the “Settlement Hearing”) in the Action. The purpose  
10 of the Settlement Hearing is to determine, pursuant to Nevada Rule of Civil Procedure 23.1:  
11 (i) whether the terms of the Settlement are fair, reasonable, and adequate and should be approved; (ii)  
12 whether a final judgment should be entered; (iii) the amount of attorneys’ fees and expenses to be  
13 awarded; and (iv) such other matters as may be necessary or proper under the circumstances.

## 14 **II. SUMMARY OF THE ACTION**

### 15 **A. Description of the Derivative Actions and Settlement**

16 Plaintiffs, on behalf of CV Sciences, brought the respective Derivative Actions purportedly to  
17 remedy, among other things, alleged breaches of fiduciary duty against current and former directors  
18 and officers of CV Sciences.

19 According to its public filings, CV Sciences has two business divisions: pharmaceuticals and  
20 consumer products. The pharmaceutical division develops “synthetically-formulated cannabidiol-  
21 based medicine,” while the consumer products division “delivers botanical-based cannabidiol  
22 products that enhance quality of life.”

23 The Company’s chief pharmaceutical product is or was at the relevant times identified as  
24 CVSI-007, a chewing gum product that combines cannabidiol and nicotine in treatment of smokeless  
25 tobacco use and addiction. The Company described CVSI-007 as its “lead drug candidate” with a  
26 market that has been estimated at “greater than \$2 billion.”

27 The Derivative Actions allege that on May 16, 2016, certain of the Individual Defendants  
28 caused the Company to file a patent application with the US Patent Trademark Office (“USPTO”) for

1 CVSI-007, titled “Pharmaceutical Formulations Containing Cannabidiol and Nicotine For Treating  
2 Smokeless Tobacco Addiction.” On February 7, 2017, the Individual Defendants caused the  
3 Company to file a continuing patent application under the same title, Patent #15/426,617 (the “Patent  
4 Application”).

5 On April 27, 2017, the USPTO issued a non-final rejection on the  
6 Company’s Patent Application and mailed CVSI a letter regarding the non-final rejection of the Patent  
7 Application on June 6, 2017. All of the Derivative Actions allege that on December 14, 2017, the  
8 USPTO issued a “*final*” rejection on the Company’s Patent Application and mailed CVSI a letter  
9 regarding the *final* rejection of the Patent Application on December 20, 2017.

10 On August 20, 2018, Citron Research published a tweet alleging that the Individual  
11 Defendants failed to disclose the December 14, 2017 “final” rejection of the Patent Application. The  
12 Derivative Actions allege that upon publication of the tweet, CV Sciences stock “plunged” over 63%,  
13 from \$9.20 to \$3.40.

14 The Derivative Actions were filed between October 2018 and October 2020.

15 **B. The Settlement Negotiations**

16 In July 2020, Plaintiffs sent a comprehensive settlement demand to counsel for the  
17 Defendants, which Defendants responded thereto; however, the Settling Parties were unable to reach  
18 agreement at that time. At the end of 2021, the Settling Parties re-engaged in good faith settlement  
19 negotiations, both in writing and telephonically, which included exchanging various drafts of  
20 proposed corporate governance reforms, until they reached an agreement in principle to settle the  
21 Derivative Actions.

22 **III. TERMS OF THE PROPOSED DERIVATIVE SETTLEMENT**

23 The principal terms, conditions, and other matters that are part of the Settlement, which are  
24 subject to approval by the Court, are summarized below. This summary should be read in conjunction  
25 with, and is qualified in its entirety by reference to, the text of the Stipulation, which has been filed  
26 with the Court.

1 In connection with the Settlement of the Action, within one hundred eighty (180) days after  
2 final approval of the Settlement, CV Sciences will adopt such resolutions and amend appropriate  
3 committee charters to the extent applicable to ensure adherence to the Corporate Governance Reforms  
4 set forth below (“Reforms”). The Reforms will be maintained for a minimum of three (3) years from  
5 the Effective Date of the Stipulation.

6 **1. Annual Risk Assessment**

7 The Board shall be responsible for the oversight of risk management policies of the Company.  
8 The Company shall agree that under the supervision of the Chief Financial Officer (“CFO”), the  
9 Company shall perform a risk assessment pertaining to business and financial reporting risks. The  
10 CFO shall report the results of the annual risk assessments to the Board. Also, the Board shall be  
11 responsible for monitoring CV Sciences’ compliance with all risk assessment and reporting conducted  
12 by CV Sciences’ employees. The Board shall be responsible for identifying material risks relating to  
13 CV Sciences’ compliance. To ensure that it is sufficiently informed to effectively fulfill these  
14 responsibilities, the Board shall receive and review annual reports from the CFO. The CFO and the  
15 Board shall also have free access to management and Company employees for the purpose of  
16 identifying material risks relating to CV Sciences’ compliance.

17 **2. Improvements to the Audit Committee**

18 CV Sciences shall amend its Bylaws as necessary to require the existence of an Audit  
19 Committee. The Company shall amend its Audit Committee Charter as follows:

- 20 a. The Audit Committee shall be expanded to consist of at least two members who shall meet  
21 the within independence requirements;
- 22 b. The Audit Committee shall solicit input as necessary to review the accuracy of disclosures  
23 related to issues within their expertise, including, without limitation: (i) communications with  
24 and activities relating to the relevant regulatory authorities, including but not limited to the  
25 SEC; (ii) operations, enterprise risks, and compliance matters that may have a material impact  
26 on the Company’s operational performance, financial health, stability, or liquidity, (iii) updates  
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- 1 to the Company’s specialty pharmaceutical business; or (iv) any other matter required to be  
2 disclosed under state and federal securities laws and regulations;
- 3 c. All Company employees shall be required to cooperate with Audit Committee investigations.  
4 Any failure to cooperate shall be grounds for discipline by the Board, including, but not  
5 limited to, termination, in the sole discretion of the Board. This applies to all Company  
6 employees, including, but not limited to, the Chief Executive Officer (“CEO”), Chief  
7 Financial Officer (“CFO”), and the Chairman of the Board;
- 8 d. The Audit Committee Charter shall make clear that in its oversight capacity, the Audit  
9 Committee has the duty to oversee that the Company implements and maintains internal  
10 controls over accounting and financial reporting and reporting systems and to oversee the  
11 integrity, accuracy completeness, and timeliness of the Company’s financial statements and  
12 related public filings and disclosures;
- 13 e. The Audit Committee shall receive annually a report listing all trades in CV Sciences  
14 securities engaged in by Section 16 officers;
- 15 f. The Audit Committee shall compile a list of potential independent auditors and conduct the  
16 necessary preemptive due diligence to ensure that the Company is not without a registered  
17 independent auditor for more than 30 days upon the resignation or termination of its current  
18 registered independent auditor;
- 19 g. The Audit Committee shall be responsible for monitoring compliance with CV Sciences’  
20 Code of Ethics. In the event that a violation of the Code of Ethics is sufficiently material to  
21 trigger a disclosure obligation, the Audit Committee shall report the violation to the full Board  
22 in writing;
- 23 h. The Audit Committee shall report to the Compensation Committee on an annual basis  
24 regarding the CEO’s and CFO’s contribution to CV Sciences’ culture of ethics and  
25 compliance with applicable laws, rules, and regulations;
- 26 i. The Audit Committee shall have the authority to retain separate and independent advisors or  
27 counsel to aid in fulfilling its responsibilities under its charter, which shall be at CV Sciences’  
28 expense;

- 1 j. The Audit Committee shall keep the Board apprised of its activities and shall directly advise  
2 the Board in detail of its material findings on a periodic basis; and  
3 k. CV Sciences shall post the amended Audit Committee Charter on its website.

4 **3. Improvements to the Chief Compliance Officer (“CCO”) Position**

5 The Company’s Code of Ethics acknowledges that the Company has a CCO. The Company  
6 shall ensure that the CCO’s responsibilities include the following, to the extent they do not already:

- 7 a. managing and overseeing the Company’s compliance program, and informing the entire  
8 Board regarding progress toward meeting program goals;  
9 b. overseeing the Company’s communications with the U.S. Patent Trademark Office  
10 (“USPTO”);  
11 c. quarterly communication to the Audit Committee, evaluating the Company’s compliance  
12 program, and where necessary, recommend action; and  
13 d. working with the Company’s Audit Committee to evaluate the adequacy of CV Sciences’  
14 internal controls, including meeting with the Audit Committee quarterly to discuss ongoing  
15 and potential litigation and compliance issues.

16 **4. Employee Training and Risk Assessment**

17 CV Sciences shall institute annual employee training concerning risk assessment and  
18 compliance at CV Sciences, as follows:

- 19 a. CV Sciences’ CCO shall be charged with primary responsibility for education pursuant to this  
20 provision;  
21 b. annual training shall be mandatory for all directors, officers and employees of CV Sciences;  
22 and  
23 c. training shall include coverage of risk assessment and compliance, CV Sciences’ Code of  
24 Ethics, communications with government regulatory agencies, and insider trading policies and  
25 other applicable policies established by CV Sciences to be observed in connection with work  
26 performed for CV Sciences.  
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1           The Stipulation provides for the entry of the Judgment dismissing the Derivative Actions  
2 against the Defendants with prejudice and, as explained in more detail in the Stipulation, barring and  
3 releasing certain known or unknown claims that have been or could have been brought in any court  
4 by the Plaintiffs in the Derivative Actions on behalf of CV Sciences or by CV Sciences, or any of its  
5 shareholders, against CV Sciences and the Defendants relating to any of the claims or matters that  
6 were or could have been alleged or asserted in the pleadings or papers filed in the Derivative Actions.  
7 The Stipulation further provides that the entry of the Judgment will bar and release any known or  
8 unknown claims that have been or could have been brought in any court by the Defendants and CV  
9 Sciences against Plaintiffs or Plaintiffs' Counsel related to any of the claims or matters that were or  
10 could have been alleged or asserted in any of the pleadings or papers filed in the Derivative Actions  
11 or based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the  
12 Derivative Actions.

13 **IV. PLAINTIFFS' COUNSEL'S ATTORNEYS' FEES AND EXPENSES**

14           After negotiating the principal terms of the Settlement, counsel for the Settling Parties, and the  
15 insurer, acting by and through their counsel, separately negotiated the attorneys' fees and expenses  
16 that the Individual Defendants would pay or cause to be paid to Plaintiffs' Counsel based on the  
17 substantial benefits conferred upon the Company by the Reforms.

18           In consideration of the substantial benefits conferred upon the Company as a direct result of  
19 the Settlement and the efforts of Plaintiffs and Plaintiffs' Counsel in the Derivative Matters, the  
20 Individual Defendants shall pay or cause to be paid two hundred seventy-five thousand dollars  
21 (\$275,000.00) to Plaintiffs' Counsel for their attorneys' fees and costs (the "Fee and Expense  
22 Award"), subject to Court approval. Additionally, Plaintiffs may apply to the Court for service  
23 awards not to exceed \$1,000 per Plaintiff ("Service Awards"), to be paid out of such Fee and Expense  
24 Amount awarded by the Court.

25 **V. REASONS FOR THE SETTLEMENT**

26           Counsel for the Parties believe that the Settlement is in the best interests of CV Sciences and  
27 its shareholders.

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1           **A.     Why Did Plaintiffs Agree to Settle?**

2           Plaintiffs believe that the claims asserted in the Derivative Actions have merit. Without  
3 conceding the merit of any of Defendants’ defenses or the lack of merit of any of Plaintiffs’ own  
4 allegations, and in light of the benefits of the Settlement, as well as to avoid the potentially protracted  
5 time, expense, and uncertainty associated with continued litigation, including potential trials and  
6 appeals, Plaintiffs have concluded that it is desirable that the Derivative Actions be fully and finally  
7 settled and satisfied in the manner, and upon the terms and conditions, set forth in this Stipulation.  
8 Plaintiffs and Plaintiffs’ Counsel recognize the significant risk, expense, and length of continued  
9 proceedings necessary to prosecute the Derivative Actions against the Defendants through trials and  
10 possible appeals. Plaintiffs’ Counsel has also taken into account the uncertain outcome and the risk  
11 of any litigation, especially complex litigation such as the Derivative Actions, as well as the  
12 difficulties and delays inherent in such litigation.

13           Plaintiffs and Plaintiffs’ Counsel believe that the Settlement set forth in this Stipulation is fair,  
14 reasonable and adequate; confers substantial benefits upon CV Sciences and its stockholders; and  
15 would serve the best interests of CV Sciences and its stockholders.

16           **B.     Why Did the Defendants Agree to Settle?**

17           The Defendants dispute the allegations in the Derivative Actions. Defendants state that minute-  
18 by-minute data indicates that nearly the entirety of the decrease in the Company’s stock on August 20,  
19 2018 occurred prior to Citron Research’s tweet. Defendants also state that Citron Research’s tweet  
20 consisted exclusively of publicly available information from a screenshot of the USPTO’s website,  
21 which Citron Research embellished and restated in a misleading fashion for the ostensible goal of  
22 purposefully decreasing the Company’s share price as part of a short-selling scheme. Citron Research  
23 has since been investigated by the Federal Bureau of Investigation (FBI) for its short-selling practices.  
24 In February 2022, the FBI raided the home of Citron Research’s founder and seized computers and  
25 other information as part of its investigation. Defendants also assert that it is well-understood among  
26 patent practitioners and the USPTO that a “final rejection” or other “office action” does not mean a  
27 patent application is no longer “pending” or viable, as many such applications result in issued patents.

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1 The patent application process does not end with an initial or even final rejection. Interviews and  
2 amendments after such actions play an extremely significant role in generating patents.

3 The Defendants enter into the Stipulation and Settlement without in any way acknowledging  
4 any fault, liability, or wrongdoing of any kind. The Defendants have denied and continue to deny  
5 vigorously each and all of the claims and contentions alleged in the Derivative Actions and assert that  
6 all claims and contentions alleged in the Derivative Actions are completely without merit. The  
7 Individual Defendants assert that at all relevant times, they acted in good faith and in a manner they  
8 reasonably believed to be in the best interests of the Company and its stockholders. Further, the  
9 Individual Defendants assert that all of the statements alleged in the Derivative Actions were true and  
10 non-actionable, particularly in light of Defendants' success in obtaining approval by the USPTO of  
11 the Patent Application. Finally, Defendants assert that various of the Derivative Actions would have  
12 been stayed or consolidated (like the Berry Action was stayed) as there was no reason for the filing of  
13 multiple duplicative derivative actions, and that any judgment in its favor would have constituted *res*  
14 *judicata* in the other Derivative Actions.

15 The Individual Defendants are entering into the Stipulation solely because the Settlement  
16 would eliminate the burden, expense, and uncertainties inherent in further litigation. The Individual  
17 Defendants believe that the settlement of the Derivative Actions on the terms provided for in this  
18 Stipulation is fair, reasonable, and adequate based upon the terms and procedures outlined therein.

19 CV Sciences acknowledges that the plaintiffs' pursuit of the Derivative Actions, and  
20 subsequent resolution efforts were, in the aggregate, a contributing cause in the Company's  
21 implementation of the Reforms A and that the settlement confers substantial benefits on the Company  
22 and its stockholders.

## 23 **VI. SETTLEMENT HEARING**

24 On November 14, 2022, at 1:30 p.m., the Court will hold the Settlement Hearing in  
25 Courtroom 16C, 200 Lewis Ave., Las Vegas, Nevada 89011. At the Settlement Hearing, the Court  
26 will consider, pursuant to Nevada Rule of Civil Procedure 23.1, whether the terms of the Settlement  
27 are fair, reasonable, and adequate and thus should be finally approved, the amount of an appropriate  
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1 Fee and Expense Amount, and whether the Action should be dismissed with prejudice by entry of the  
2 Judgment pursuant to the Stipulation.

3 **VII. RIGHT TO ATTEND SETTLEMENT HEARING**

4 Any current CV Sciences shareholder may, but is not required to, appear in person at the  
5 Settlement Hearing. If you want to be heard at the Settlement Hearing, then you must first comply  
6 with the procedures for objecting, which are set forth below. The Court has the right to change the  
7 hearing dates or times without further notice. Thus, if you are planning to attend the Settlement  
8 Hearing, you should confirm the date and time before going to the Court. **CV Sciences**  
9 ***SHAREHOLDERS WHO HAVE NO OBJECTION TO THE SETTLEMENT DO NOT NEED TO***  
10 ***APPEAR AT THE SETTLEMENT HEARING OR TAKE ANY OTHER ACTION.***

11 **VIII. RIGHT TO OBJECT TO THE SETTLEMENT AND PROCEDURES FOR**  
12 **DOING SO**

13 You have the right to object to any aspect of the Settlement. You must object in writing, and  
14 you may request to be heard at the Settlement Hearing. If you choose to object, then you must follow  
15 these procedures.

16 **A. You Must Make Detailed Objections in Writing**

17 Any objections must be presented in writing and must contain the following information:

- 18 1. Your name, legal address, and telephone number;
- 19 2. The number of shares of CV Sciences stock you currently hold, together with third-  
20 party documentary evidence, such as the most recent account statement, showing such share  
21 ownership; and Proof of being a current CV Sciences shareholder as of July 28, 2022; and
- 22 3. A detailed statement of your objections to any matter before the Court and all grounds  
23 therefore, including any supporting documents to be considered by the Court.

24 **B. You Must Timely File Written Objections with the Court and Deliver to**  
25 **Counsel for Plaintiffs and the Defendants**

26 YOUR WRITTEN OBJECTIONS MUST BE ON FILE WITH THE CLERK OF THE  
27 COURT NO LATER THAN October 31, 2022. The Court Clerk's address is:

28 CLERK OF COURT

1 Regional Justice Center  
2 200 Lewis Ave  
3 Las Vegas, Nevada 89011

4 YOU ALSO MUST DELIVER COPIES OF THE MATERIALS TO COUNSEL FOR  
5 PLAINTIFFS AND THE DEFENDANTS SO THEY ARE RECEIVED NO LATER THAN  
6 October 31, 2022. Counsel's addresses are:

7 **Counsel for Plaintiff:**

8 John P. Aldrich  
9 **ALDRICH LAW FIRM, LTD.**  
10 1601 S. Rainbow Blvd., Suite 160  
11 Las Vegas, Nevada 89146

12 **Counsel for Defendants:**

13 Jeffery A. Garofalo  
14 PROCOPIO, CORY, HARGRAVES  
15 & SAVITCH, LLP  
16 10000 W. Charleston Blvd., Suite 140  
17 Las Vegas, Nevada 89135

18 Unless the Court orders otherwise, your objection will not be considered unless it is timely filed with  
19 the Court and delivered to the above-referenced counsel for the Parties.

20 Any Person or entity who fails to object or otherwise request to be heard in the manner  
21 prescribed above will be deemed to have waived the right to object to any aspect of the Settlement or  
22 otherwise request to be heard (including the right to appeal) and will be forever barred from raising  
23 such objection or request to be heard in this or any other action or proceeding.

24 **IX. HOW TO OBTAIN ADDITIONAL INFORMATION**

25 This Notice summarizes the Stipulation. It is not a complete statement of the events of the  
26 Action or the Stipulation.  
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1 PLEASE DO NOT CALL, WRITE, OR OTHERWISE DIRECT QUESTIONS TO EITHER  
2 THE COURT OR THE CLERK'S OFFICE.

3  
4 DATED: September 21, 2022

BY ORDER OF THE  
DISTRICT COURT OF CLARK COUNTY, NEVADA

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