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6 Attorneys for Defendants
 COUNTY OF ORANGE, a public entity, and LAURA MCLUCKEY,
 7 VERONICA ZUNIGA, SANDRA PARRISH-REHOREG, LAURI
 LUCHONOK, GALE WESTBROOK, ELVIA VILLA, BRIAN
 8 SATTERFIELD, as employees of COUNTY OF ORANGE, a public
 entity
 9

10 UNITED STATES DISTRICT COURT
 11 CENTRAL DISTRICT OF CALIFORNIA
 12

WOODRUFF, SPRADLIN
 & SMART
 ATTORNEYS AT LAW
 COSTA MESA

13 GABRIELLE ALBERICI, NICHOLAS
 GROSS, JOHN A., a Minor, and
 14 GREGORY A., a Minor, by and through
 their Guardian Ad Litem, VERONICA T.
 15 HEBERT,

16 Plaintiff,

17 v.

18 COUNTY OF LOS ANGELES,
 COUNTY OF ORANGE, LAURA
 19 MCLUCKEY, VERONICA ZUNIGA,
 SANDRA PARRISH-REHOREG,
 20 LAURIE LUCHONOK, GALE
 WESTBROOK, ELVIA VILLA, BRIAN
 21 SATTERFIELD, PAULINE DAVIS,
 SANDRA WILLIAMS, GARY
 22 KIRKLAND, CATHERINE
 WOILLARD, and PRISCILLA
 23 ASHBURN,

24 Defendants.
 25

CASE NO.: CV 12-10511-JFW (VBK)

“DISCOVERY MATTER”

**STIPULATION AND ~~PROPOSED~~
 PROTECTIVE ORDER FOR
 DEFENDANTS' PERSONNEL
 RECORDS**

HEARING DATES:
 Type: Pre-Trial Conference
 Date: October 18, 2013
 Time: 10:00 a.m.
 Type: Trial
 Date: November 5, 2013
 Time: 8:30 a.m.

26 **1. PURPOSES AND LIMITATIONS**

27 Disclosure and discovery activity in this action are likely to involve production
 28 of confidential, proprietary, or private information for which special protection from

1 public disclosure and from use for any purpose other than prosecuting this litigation
2 may be warranted. Accordingly, the parties hereby stipulate to and petition the court
3 to enter the following Stipulated Protective Order. The parties acknowledge that this
4 Order does not confer blanket protections on all disclosures or responses to discovery
5 and that the protection it affords from public disclosure and use extends only to the
6 limited information or items that are entitled to confidential treatment under the
7 applicable legal principles. The parties further acknowledge, as set forth in Section
8 12.3, below, that this Stipulated Protective Order does not entitle them to file
9 confidential information under seal; the Local Rules set forth the procedures that must
10 be followed and the standards that will be applied when a party seeks permission from
11 the court to file material under seal.

12 Plaintiffs seek personnel records related to Defendants Laura Mcluckey,
13 Veronica Zuniga, Sandra Parrish-Rehoreg, Lauri Luchonok, Gale Westbrook, Elvia
14 Villa, and Brian Satterfield. In response, Defendants have objected and met and
15 conferred, asserting that the wholesale production may violate Defendants' state and
16 federal constitutional rights of privacy, as well as the official information privilege.
17 Defendants further object to the production unless and until the parties enter into a
18 suitable protective order, approved by the Court.

19 Plaintiffs maintain that they have always offered to enter into a protective order
20 as indicated by the discovery demands themselves, and have repeatedly offered to do
21 so. Plaintiffs reserve all rights to seek sanctions and other relief as concerns what they
22 believe to be discovery abuses by Defendants. Defendants dispute these allegations.
23 Plaintiffs further aver that Defendants objections are without merit in federal civil
24 rights cases as has been oft-told to them.

25 The parties agreed to the following Stipulated Protective Order to obtain some
26 of the records requested and protect any potential confidential information.

27 **2. DEFINITIONS**

28 2.1 Challenging Party: a Party or Non-Party that challenges the designation

1 of information or items under this Order.

2 2.2 “CONFIDENTIAL” Information or Items: information (regardless of
3 how it is generated, stored or maintained) or tangible things that qualify for protection
4 under Federal Rule of Civil Procedure 26(c).

5 2.3 Counsel (without qualifier): Outside Counsel of Record and House
6 Counsel (as well as their support staff).

7 2.4 Designating Party: a Party or Non-Party that designates information or
8 items that it produces in disclosures or in responses to discovery as
9 “CONFIDENTIAL.”

10 2.5 Disclosure or Discovery Material: all items or information, regardless of
11 the medium or manner in which it is generated, stored, or maintained (including,
12 among other things, testimony, transcripts, and tangible things), that are produced or
13 generated in disclosures or responses to discovery in this matter.

14 2.6 Expert: a person with specialized knowledge or experience in a matter
15 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
16 expert witness or as a consultant in this action.

17 2.7 House Counsel: attorneys who are employees of a party to this action.
18 House Counsel does not include Outside Counsel of Record or any other outside
19 counsel.

20 2.8 Non-Party: any natural person, partnership, corporation, association, or
21 other legal entity not named as a Party to this action.

22 2.9 Outside Counsel of Record: attorneys who are not employees of a party
23 to this action but are retained to represent or advise a party to this action and have
24 appeared in this action on behalf of that party or are affiliated with a law firm which
25 has appeared on behalf of that party.

26 2.10 Party: any party to this action, including all of its officers, directors,
27 employees, consultants, retained experts, and Outside Counsel of Record (and their
28 support staffs).

1 2.11 Producing Party: a Party or Non-Party that produces Disclosure or
2 Discovery Material in this action.

3 2.12 Professional Vendors: persons or entities that provide litigation support
4 services (e.g., photocopying, videotaping, translating, preparing exhibits or
5 demonstrations, and organizing, storing, or retrieving data in any form or medium)
6 and their employees and subcontractors.

7 2.13 Protected Material: any Disclosure or Discovery Material that is
8 designated as “CONFIDENTIAL.”

9 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material
10 from a Producing Party.

11 **3. SCOPE**

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

26 **4. DURATION**

27 Even after final disposition of this litigation, the confidentiality obligations
28 imposed by this Order shall remain in effect until a Designating Party agrees

1 otherwise in writing or a court order otherwise directs. Final disposition shall be
2 deemed to be the later of (1) dismissal of all claims and defenses in this action, with or
3 without prejudice; and (2) final judgment herein after the completion and exhaustion
4 of all appeals, rehearings, remands, trials, or reviews of this action, including the time
5 limits for filing any motions or applications for extension of time pursuant to
6 applicable law.

7 **5. DESIGNATING PROTECTED MATERIAL**

8 5.1 Exercise of Restraint and Care in Designating Material for Protection.
9 Each Party or Non-Party that designates information or items for protection under this
10 Order must take care to limit any such designation to specific material that qualifies
11 under the appropriate standards. The Designating Party must designate for protection
12 only those parts of material, documents, items, or oral or written communications that
13 qualify – so that other portions of the material, documents, items, or communications
14 for which protection is not warranted are not swept unjustifiably within the ambit of
15 this Order.

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

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

24 Designation in conformity with this Order requires:

25 (a) for information in documentary form (e.g., paper or electronic documents,
26 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
27 Producing Party affix the legend “CONFIDENTIAL” to each page that contains
28 protected material. If only a portion or portions of the material on a page qualifies for

1 protection, the Producing Party also must clearly identify the protected portion(s)
2 (e.g., by making appropriate markings in the margins).

3 A Party or Non-Party that makes original documents or materials available for
4 inspection need not designate them for protection until after the inspecting Party has
5 indicated which material it would like copied and produced. During the inspection and
6 before the designation, all of the material made available for inspection shall be
7 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents
8 it wants copied and produced, the Producing Party must determine which documents,
9 or portions thereof, qualify for protection under this Order. Then, before producing the
10 specified documents, the Producing Party must affix the “CONFIDENTIAL” legend
11 to each page that contains Protected Material. If only a portion or portions of the
12 material on a page qualifies for protection, the Producing Party also must clearly
13 identify the protected portion(s) (e.g., by making appropriate markings in the
14 margins).

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

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

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

1 Order.

2 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

3 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
4 designation of confidentiality at any time. Unless a prompt challenge to a Designating
5 Party's confidentiality designation is necessary to avoid foreseeable, substantial
6 unfairness, unnecessary economic burdens, or a significant disruption or delay of the
7 litigation, a Party does not waive its right to challenge a confidentiality designation by
8 electing not to mount a challenge promptly after the original designation is disclosed.

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

24 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without
25 court intervention, the Challenging Party may file a motion challenging a
26 confidentiality designation at any time if there is good cause for doing so, including a
27 challenge to the designation of a deposition transcript or any portions thereof. Any
28 motion brought pursuant to this provision must be accompanied by a competent

1 declaration affirming that the movant has complied with the meet and confer
2 requirements imposed by the preceding paragraph.

3 Unless the Designating Party has waived the confidentiality designation by
4 failing to file a motion to retain confidentiality as described above, all parties shall
5 continue to afford the material in question the level of protection to which it is entitled
6 under the Producing Party's designation until the court rules on the challenge.

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

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

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

17 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
18 otherwise ordered by the court or permitted in writing by the Designating Party, a
19 Receiving Party may disclose any information or item designated "CONFIDENTIAL"
20 only to:

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

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

28 (c) Experts (as defined in this Order) of the Receiving Party to whom

1 disclosure is reasonably necessary for this litigation and who have signed the
2 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

3 (d) the court and its personnel;

4 (e) court reporters and their staff, professional jury or trial consultants, mock
5 jurors, and Professional Vendors to whom disclosure is reasonably necessary for this
6 litigation and who have signed the “Acknowledgment and Agreement to Be Bound”
7 (Exhibit A);

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

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

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

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

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

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

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

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

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

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

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

- 20 (1) promptly notify in writing the Requesting Party and the Non-Party
21 that some or all of the information requested is subject to a
22 confidentiality agreement with a Non-Party;
- 23 (2) promptly provide the Non-Party with a copy of the Stipulated
24 Protective Order in this litigation, the relevant discovery request(s),
25 and a reasonably specific description of the information requested;
26 and
- 27 (3) make the information requested available for inspection by the
28 Non-Party.

1 (c) If the Non-Party fails to object or seek a protective order from this court
2 within 14 days of receiving the notice and accompanying information, the Receiving
3 Party may produce the Non-Party’s confidential information responsive to the
4 discovery request. If the Non-Party timely seeks a protective order, the Receiving
5 Party shall not produce any information in its possession or control that is subject to
6 the confidentiality agreement with the Non-Party before a determination by the court.
7 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
8 of seeking protection in this court of its Protected Material.

9 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

18 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
19 **PROTECTED MATERIAL**

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

1 the court.

2 **12. MISCELLANEOUS**

3 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
4 person to seek its modification by the court in the future.

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

10 12.3 Filing Protected Material. Without written permission from the
11 Designating Party or a court order secured after appropriate notice to all interested
12 persons, a Party may not file in the public record in this action any Protected Material.
13 A Party that seeks to file under seal any Protected Material must comply with the
14 applicable Local Rules and General Orders. Protected Material may only be filed
15 under seal pursuant to a court order authorizing the sealing of the specific Protected
16 Material at issue. If a Receiving Party's request to file Protected Material under seal
17 is denied by the court, then the Receiving Party may file the information in the public
18 record unless otherwise instructed by the court.

19 **13.0 FINAL DISPOSITION**

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

1 any copies, abstracts, compilations, summaries or any other format reproducing or
2 capturing any of the Protected Material.

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

10 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

11
12 DATED: September 9, 2013

WOODRUFF, SPRADLIN & SMART, APC

13
14
15 By: s/ Jeanne L. Tollison

DANIEL K. SPRADLIN

JEANNE L. TOLLISON

Attorneys for Defendants

COUNTY OF ORANGE, a public entity, and

LAURA MCLUCKEY, VERONICA

ZUNIGA, SANDRA PARRISH-REHOREG,

LAURI LUCHONOK, GALE

WESTBROOK, ELVIA VILLA, BRIAN

SATTERFIELD, as employees of COUNTY

OF ORANGE, a public entity

1 DATED: September 9, 2013

PETERSON, BRADFORD BURKWITZ

2
3
4 By: s/ Diana Ratcliff

DIANA RATCLIFF

Attorneys for Defendants

COUNTY OF LOS ANGELES, PAULINE

DAVIS, GARY KIRKLAND, CATHERINE

WOILLARD and PRISCILLA ASHBURN

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6
7
8
9 DATED: September 9, 2013

LAW OFFICES OF VINCENT DAVIS &
ASSOCIATES

10
11
12 By: s/ Danielle K. Little

DANIELLE K. LITTLE

Attorneys for Plaintiffs

GABRIELLE ALBERICI, NICHOLAS

GROSS, JOHN A., a Minor, and GREGORY

A., a Minor, by and through their Guardian

Ad Litem, VERONICA T. HEBERT

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19 PURSUANT TO STIPULATION, IT IS SO ORDERED.

20 DATED: _9/11/2013_

/s/

Victor B. Kenton, Magistrate

United States District Court

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____, of _____, declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on _____, 2013 in the case of Gabrielle Alberici, et al. v. County of Los Angeles, et al. Case No. CV 12-10511-JFW (VBK). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

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

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF ORANGE**

3 I am over the age of 18 and not a party to the within action; I am employed by
4 WOODRUFF, SPRADLIN & SMART in the County of Orange at 555 Anton
Boulevard, Suite 1200, Costa Mesa, CA 92626-7670.

5 On September 9, 2013, I served the foregoing document(s) described as
6 **STIPULATION AND [PROPOSED] PROTECTIVE ORDER FOR
DEFENDANTS' PERSONNEL RECORDS**

7 by placing the true copies thereof enclosed in sealed envelopes addressed as
8 stated on the attached mailing list;

9 **(BY MAIL)** I placed said envelope(s) for collection and mailing, following
10 ordinary business practices, at the business offices of WOODRUFF,
11 SPRADLIN & SMART, and addressed as shown on the attached service list,
12 for deposit in the United States Postal Service. I am readily familiar with the
practice of WOODRUFF, SPRADLIN & SMART for collection and processing
correspondence for mailing with the United States Postal Service, and said
envelope(s) will be deposited with the United States Postal Service on said date
in the ordinary course of business.

13 **(BY ELECTRONIC SERVICE)** by causing the foregoing document(s) to be
14 electronically filed using the Court's Electronic Filing System which constitutes
15 service of the filed document(s) on the individual(s) listed on the attached
mailing list.

16 **(BY OVERNIGHT DELIVERY)** I placed said documents in envelope(s) for
17 collection following ordinary business practices, at the business offices of
WOODRUFF, SPRADLIN & SMART, and addressed as shown on the attached
18 service list, for collection and delivery to a courier authorized by
to receive said documents, with delivery fees
provided for. I am readily familiar with the practices of WOODRUFF,
19 SPRADLIN & SMART for collection and processing of documents for
overnight delivery, and said envelope(s) will be deposited for receipt by
20 _____ on said date in the ordinary course of business.

21 **(BY FACSIMILE)** I caused the above-referenced document to be transmitted
22 to the interested parties via facsimile transmission to the fax number(s) as stated
on the attached service list.

23 **(BY PERSONAL SERVICE)** I delivered such envelope(s) by hand to the
24 offices of the addressee(s).

25 (Federal) I declare that I am employed in the office of a member of the bar of
this court at whose direction the service was made. I declare under
penalty of perjury that the above is true and correct.

26 Executed on September 9, 2013, at Costa Mesa, California.

27 s/ Diane Castillo
28 DIANE CASTILLO

WOODRUFF, SPRADLIN
& SMART
ATTORNEYS AT LAW
COSTA MESA

1 **GABRIELLE ALBERICI, et al. v. COUNTY OF LOS ANGELES, et al.**

2 **ASSIGNED TO HONORABLE JOHN F. WALTER**
3 **REFERRED TO MAGISTRATE JUDGE VICTOR B. KENTON**

4 **USDC, WESTERN DIVISION**
5 **CASE NO: CV 12-10511 JFW (VBK)**

6 **SERVICE LIST**

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by and through their Guardian Ad
Litem VERONICA T. HEBERT

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