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11 Attorneys for Plaintiff,
 12 Boris Paz aka Pablo Rivera

13 UNITED STATES DISTRICT COURT
 14 CENTRAL DISTRICT OF CALIFORNIA

17 BORIS PAZ aka PABLO RIVERA,
 an individual)

18 Plaintiff,)

19 vs.)

21 AMERICAN LINEHAUL
 CORPORATION, a Delaware
 22 corporation; and DOES 1 through
 20, inclusive,)

24 Defendants.)
 25

Case No. 2:17-cv-00885-JFW(MRWx)

Assigned to:
 District Court Judge John F. Walter
 Magistrate Judge Michael R. Wilner

**STIPULATED PROTECTIVE
 ORDER**

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1 1. A. PURPOSES AND LIMITATIONS

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

15 B. GOOD CAUSE STATEMENT

16 This action is likely to involve trade secrets, customer and pricing lists and
17 other valuable research, development, commercial, financial, technical and/or
18 proprietary information, as well as medical records relating to Plaintiff's physical
19 and emotional conditions, for which special protection from public disclosure and
20 from use for any purpose other than prosecution of this action is warranted. Such
21 private, confidential and proprietary materials and information consist of, among
22 other things, confidential business or financial information, information regarding
23 confidential business practices, or other confidential research, development, or
24 commercial information (including information implicating privacy rights of third
25 parties), private medical records relating to Plaintiff's physical and mental
26 conditions, information otherwise generally unavailable to the public, or which
27 may be privileged or otherwise protected from disclosure under state or federal
28 statutes, court rules, case decisions, or common law. Accordingly, to expedite the

1 flow of information, to facilitate the prompt resolution of disputes over
2 confidentiality of discovery materials, to adequately protect information the parties
3 are entitled to keep confidential, to ensure that the parties are permitted reasonable
4 necessary uses of such material in preparation for and in the conduct of trial, to
5 address their handling at the end of the litigation, and serve the ends of justice, a
6 protective order for such information is justified in this matter. It is the intent of the
7 parties that information will not be designated as confidential for tactical reasons
8 and that nothing be so designated without a good faith belief that it has been
9 maintained in a confidential, non-public manner, and there is good cause why it
10 should not be part of the public record of this case.

11 2. DEFINITIONS

12 2.1 Action: this pending federal law suit, entitled *Boris Paz aka Pablo*
13 *Rivera v. American Linehaul Corporation, et al.* and bearing Case No. CV 17-885-
14 JFW (MRWx).

15 2.2 Challenging Party: a Party or Non-Party that challenges the designation
16 of information or items under this Order.

17 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
18 how it is generated, stored or maintained) or tangible things that qualify for
19 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
20 the Good Cause Statement.

21 2.4 Counsel: Outside Counsel of Record, Outside Counsel of Defendant, and
22 House Counsel (as well as their support staff).

23 2.5 Designating Party: a Party or Non-Party that designates information or
24 items that it produces in disclosures or in responses to discovery as
25 “CONFIDENTIAL.”

26 2.6 Disclosure or Discovery Material: all items or information, regardless of
27 the medium or manner in which it is generated, stored, or maintained (including,
28 among other things, testimony, transcripts, and tangible things), that are produced

1 or generated in disclosures or responses to discovery in this matter.

2 2.7 Expert: a person with specialized knowledge or experience in a matter
3 pertinent to the litigation who has been retained by a Party or its counsel to serve
4 as an expert witness or as a consultant in this Action.

5 2.8 House Counsel: attorneys who are employees of a party to this Action.
6 House Counsel does not include Outside Counsel of Record or any other outside
7 counsel.

8 2.9 Non-Party: any natural person, partnership, corporation, association, or
9 other legal entity not named as a Party to this action.

10 2.10 Outside Counsel of Record: attorneys who are not employees of a party
11 to this Action but are retained to represent or advise a party to this Action and have
12 appeared in this Action on behalf of that party or are affiliated with a law firm
13 which has appeared on behalf of that party, and includes support staff.

14 2.10(a) Outside Counsel of Defendant: attorney Charles P. Kelley of the law
15 firm Kelly Law, P.C., who is not an employee of Defendant but is retained by
16 Defendant to advise Defendant.

17 2.11 Party: any party to this Action, including all of its officers, directors,
18 employees, consultants, retained experts, Outside Counsel of Record (and their
19 support staffs), and Outside Counsel of Defendant (and its support staff).

20 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
21 Discovery Material in this Action.

22 2.13 Professional Vendors: persons or entities that provide litigation support
23 services (e.g., photocopying, videotaping, translating, preparing exhibits or
24 demonstrations, and organizing, storing, or retrieving data in any form or medium)
25 and their employees and subcontractors.

26 2.14 Protected Material: any Disclosure or Discovery Material that is
27 designated as “CONFIDENTIAL.”

28 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material

1 from a Producing Party.

2 3. SCOPE

3 The protections conferred by this Stipulation and Order cover not only
4 Protected Material (as defined above), but also (1) any information copied or
5 extracted from Protected Material; (2) all copies, excerpts, summaries, or
6 compilations of Protected Material; and (3) any testimony, conversations, or
7 presentations by Parties or their Counsel that reveals Protected Material.

8 Any use of Protected Material at trial shall be governed by the orders of the
9 trial judge. This Order does not govern the use of Protected Material at trial.

10 4. DURATION

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

19 5. DESIGNATING PROTECTED MATERIAL

20 5.1 Exercise of Restraint and Care in Designating Material for Protection.

21 Each Party or Non-Party that designates information or items for protection under
22 this Order must take care to limit any such designation to specific material that
23 qualifies under the appropriate standards. The Designating Party must designate for
24 protection only those parts of material, documents, items, or oral or written
25 communications that qualify so that other portions of the material, documents,
26 items, or communications for which protection is not warranted are not swept
27 unjustifiably within the ambit of this Order.

28 Mass, indiscriminate, or routinized designations are prohibited. Designations

1 that are shown to be clearly unjustified or that have been made for an improper
2 purpose (e.g., to unnecessarily encumber the case development process or to
3 impose unnecessary expenses and burdens on other parties) may expose the
4 Designating Party to sanctions.

5 If it comes to a Designating Party's attention that information or items that it
6 designated for protection do not qualify for protection, that Designating Party must
7 promptly notify all other Parties that it is withdrawing the inapplicable designation.

8 5.2 Manner and Timing of Designations. Except as otherwise provided in
9 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
10 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
11 under this Order must be clearly so designated before the material is disclosed or
12 produced.

13 Designation in conformity with this Order requires:

14 (a) for information in documentary form (e.g., paper or electronic
15 documents, but excluding transcripts of depositions or other pretrial or trial
16 proceedings), that the Producing Party affix at a minimum, the legend
17 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that
18 contains protected material. If only a portion or portions of the material on a page
19 qualifies for protection, the Producing Party also must clearly identify the
20 protected portion(s) (e.g., by making appropriate markings in the margins).

21 A Party or Non-Party that makes original documents available for inspection
22 need not designate them for protection until after the inspecting Party has indicated
23 which documents it would like copied and produced. During the inspection and
24 before the designation, all of the material made available for inspection shall be
25 deemed "CONFIDENTIAL." After the inspecting Party has identified the
26 documents it wants copied and produced, the Producing Party must determine
27 which documents, or portions thereof, qualify for protection under this Order.
28 Then, before producing the specified documents, the Producing Party must affix

1 the “CONFIDENTIAL legend” to each page that contains Protected Material. If
2 only a portion or portions of the material on a page qualifies for protection, the
3 Producing Party also must clearly identify the protected portion(s) (e.g., by making
4 appropriate markings in the margins).

5 (b) for testimony given in depositions that the Designating Party identify the
6 Disclosure or Discovery Material on the record, before the close of the deposition
7 all protected testimony.

8 (c) for information produced in some form other than documentary and for
9 any other tangible items, that the Producing Party affix in a prominent place on the
10 exterior of the container or containers in which the information is stored the legend
11 “CONFIDENTIAL.” If only a portion or portions of the information warrants
12 protection, the Producing Party, to the extent practicable, shall identify the
13 protected portion(s).

14 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
15 failure to designate qualified information or items does not, standing alone, waive
16 the Designating Party’s right to secure protection under this Order for such
17 material. Upon timely correction of a designation, the Receiving Party must make
18 reasonable efforts to assure that the material is treated in accordance with the
19 provisions of this Order.

20 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

21 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
22 designation of confidentiality at any time that is consistent with the Court’s
23 Scheduling Order.

24 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
25 resolution process under Local Rule 37-1 et seq.

26 6.3 The burden of persuasion in any such challenge proceeding shall be on
27 the Designating Party. Frivolous challenges, and those made for an improper
28 purpose (e.g., to harass or impose unnecessary expenses and burdens on other

1 parties) may expose the Challenging Party to sanctions. Unless the Designating
2 Party has waived or withdrawn the confidentiality designation, all parties shall
3 continue to afford the material in question the level of protection to which it is
4 entitled under the Producing Party’s designation until the Court rules on the
5 challenge.

6 7. ACCESS TO AND USE OF PROTECTED MATERIAL

7 7.1 Basic Principles. A Receiving Party may use Protected Material that is
8 disclosed or produced by another Party or by a Non-Party in connection with this
9 Action only for prosecuting, defending, or attempting to settle this Action. Such
10 Protected Material may be disclosed only to the categories of persons and under
11 the conditions described in this Order. When the Action has been terminated, a
12 Receiving Party must comply with the provisions of section 13 below (FINAL
13 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
20 “CONFIDENTIAL” only to:

21 (a) the Receiving Party’s Outside Counsel of Record in this Action and
22 Outside Counsel of Defendant, as well as employees of said Outside Counsel of
23 Record and Outside Counsel of Defendant to whom it is reasonably necessary to
24 disclose the information for this Action;

25 (b) the officers, directors, and employees (including House Counsel) of the
26 Receiving Party to whom disclosure is reasonably necessary for this Action;

27 (c) Experts (as defined in this Order) of the Receiving Party to whom
28 disclosure is reasonably necessary for this Action and who have signed the

1 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

2 (d) the court and its personnel;

3 (e) court reporters and their staff;

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

7 (g) the author or recipient of a document containing the information or a
8 custodian or other person who otherwise possessed or knew the information;

9 (h) during their depositions, witnesses, and attorneys for witnesses, in the
10 Action to whom disclosure is reasonably necessary provided: (1) the deposing
11 party requests that the witness sign the form attached as Exhibit A hereto; and (2)
12 they will not be permitted to keep any confidential information unless they sign the
13 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
14 agreed by the Designating Party or ordered by the court. Pages of transcribed
15 deposition testimony or exhibits to depositions that reveal Protected Material may
16 be separately bound by the court reporter and may not be disclosed to anyone
17 except as permitted under this Stipulated Protective Order; and

18 (i) any mediator or settlement officer, and their supporting personnel,
19 mutually agreed upon by any of the parties engaged in settlement discussions.

20 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
21 IN OTHER LITIGATION

22 If a Party is served with a subpoena or a court order issued in other litigation
23 that compels disclosure of any information or items designated in this Action as
24 “CONFIDENTIAL,” that Party must:

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

27 (b) promptly notify in writing the party who caused the subpoena or order to
28 issue in the other litigation that some or all of the material covered by the subpoena

1 or order is subject to this Protective Order. Such notification shall include a copy
2 of this Stipulated Protective Order; and

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

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

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

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

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

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

27 (2) promptly provide the Non-Party with a copy of the Stipulated Protective
28 Order in this Action, the relevant discovery request(s), and a reasonably specific

1 description of the information requested; and

2 (3) make the information requested available for inspection by the Non-
3 Party, if requested.

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

12 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

22 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
23 PROTECTED MATERIAL

24 When a Producing Party gives notice to Receiving Parties that certain
25 inadvertently produced material is subject to a claim of privilege or other
26 protection, the obligations of the Receiving Parties are those set forth in Federal
27 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
28 whatever procedure may be established in an e-discovery order that provides for

1 production without prior privilege review. Pursuant to Federal Rule of Evidence
2 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
3 of a communication or information covered by the attorney-client privilege or
4 work product protection, the parties may incorporate their agreement in the
5 stipulated protective order submitted to the Court.

6 12. MISCELLANEOUS

7 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
8 person to seek its modification by the Court in the future.

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

15 12.3 Filing Protected Material. Pursuant to the Standing Order applicable to
16 this Action, an application to file documents under seal must meet the requirements
17 of the Local Rules, including Local Rule 79-5, and shall be limited to three
18 documents by any Party unless otherwise ordered by the Court. The application to
19 file documents under seal should not be filed under seal.

20 If a Party wishes to file a document that has been designated confidential by
21 another Party, the submitting Party must give any Designating Party five calendar
22 days' notice of intent to file. If the Designating Party objects, it should notify the
23 submitting Party and file an application to file documents under seal within two
24 court days.

25 If the Parties anticipate requesting the court to file more than three
26 documents under seal in connection with any motion, they shall identify all such
27 documents that will be required to support and oppose the motion during the Local
28 Rule 7-3 conference. The Parties shall then meet and confer in order to determine

1 if the documents satisfy the “compelling need” standard for “sealing” each
2 document. Thereafter, the Parties shall file a joint application and lodge a
3 proposed order to file under seal all such documents with the required showing as
4 to each document. The joint application shall be filed promptly so that the Court
5 may rule on the application before the filing date for the motion. The Parties shall
6 not file any pleadings containing documents they have requested the Court to file
7 under seal until the Court acts on the application to file under seal.

8 If an application to file documents under seal is denied in part or in full, the
9 lodged documents will not be filed. The Courtroom Deputy will notify the
10 submitting party and hold the lodged documents for three court days to allow the
11 submitting Party to retrieve the documents. If the documents are not retrieved, the
12 Courtroom Deputy will dispose of the documents.

13 A redacted version for public viewing, omitting only such portions as the
14 Court has ordered filed under seal shall be promptly filed by the parties after the
15 Court’s Order sealing the documents. Should counsel fail to file a redacted version
16 of the documents, the Court will strike any motion that relies on or relates to the
17 document and/or file the document in the public record.

18 If the Court grants an application to file documents under seal, the Court’s
19 courtesy copies shall include a complete version of the documents with an
20 appropriate notation identifying the document or the portion of the document that
21 has been filed under seal.

22 13. FINAL DISPOSITION

23 After the final disposition of this Action, as defined in paragraph 4, within
24 60 days of a written request by the Designating Party, each Receiving Party must
25 return all Protected Material to the Producing Party or destroy such material. As
26 used in this subdivision, “all Protected Material” includes all copies, abstracts,
27 compilations, summaries, and any other format reproducing or capturing any of the
28 Protected Material. Whether the Protected Material is returned or destroyed, the

1 Receiving Party must submit a written certification to the Producing Party (and, if
2 not the same person or entity, to the Designating Party) by the 60 day deadline that
3 (1) identifies (by category, where appropriate) all the Protected Material that was
4 returned or destroyed and (2) affirms that the Receiving Party has not retained any
5 copies, abstracts, compilations, summaries or any other format reproducing or
6 capturing any of the Protected Material. Notwithstanding this provision, Counsel
7 are entitled to retain an archival copy of all pleadings, motion papers, trial,
8 deposition, and hearing transcripts, legal memoranda, correspondence, deposition
9 and trial exhibits, expert reports, attorney work product, and consultant and expert
10 work product, even if such materials contain Protected Material. Any such archival
11 copies that contain or constitute Protected Material remain subject to this
12 Protective Order as set forth in Section 4 (DURATION).

13 14. Any violation of this Order may be punished by any and all appropriate
14 measures including, without limitation, contempt proceedings and/or monetary
15 sanctions.

16 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

17 DATED: June 21, 2017

EMPLOYEE JUSTICE LEGAL GROUP, LLP

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19

By: 

Mitchel Brim
Attorneys for Plaintiff
BORIS PAZ aka PABLO RIVERA

20

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22 DATED: June 14, 2017

ST. JOHN, WALLACE, BRENNAN & FOLAN
LLP

23

24

By: 

Michael R. Minguet
Attorneys for Defendant
AMERICAN LINEHAUL CORPORATION

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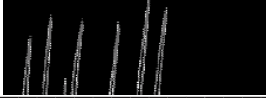
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1 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

2 DATED: June 23, 2017

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4 _____
5 Hon. Michael L. Wilner
6 United States Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], 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 _____, 2017 in the case of *Boris Paz aka Pablo Rivera v.
American Linehaul Corporation, et al.*, Case No. CV 17-885-JFW (MRWx). 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. I hereby appoint _____
[print or type full name] of _____ [print
or type full address and telephone number] as my California agent for service of
process in connection with this action or any proceedings related to enforcement of
this Stipulated Protective Order.

Date: _____

City and State where sworn and signed:

Printed name: _____

Signature: _____

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3 COUNTY OF LOS ANGELES) ss.

4 I, the undersigned, declare:

5 That I am employed in the County of Los Angeles, State of California. I am
6 over the age of 18 and not a party to the within action; my business address is
7 21515 Hawthorne Blvd., Suite 550, Torrance, California 90503-6528.

8 On June 22, 2017, I served the document described as:

9 **STIPULATED PROTECTIVE ORDER**

10 on all interested parties in this action as follows:

11 Kaveh S. Elihu, Esq.
12 Karina Godov, Esq.
13 Employee Justice Legal Group, LLP
3055 Wilshire Boulevard, Suite 1120
Los Angeles, CA 90010
kelihu@ejlglaw.com; kgodov@ejlglaw.com;

14 (By Overnight Mail) By causing said document to be delivered via
15 Federal Express to the office(s) of the addressee(s).

16 (**By Mail**) I caused such envelope to be deposited in the mail at Torrance,
17 California. The envelope was mailed with postage fully prepaid. I am "readily
18 familiar" with the firm's practice of collection and processing correspondence for
19 mailing. It is deposited with the U.S. Postal Service on that same day in the
ordinary course of business. I am aware that on motion of party served, service is
presumed invalid if postal cancellation date or postage meter date is more than 1 day
after date of deposit for mailing in affidavit.

20 (**BY ELECTRONIC MAIL**) By transmitting such document(s)
21 electronically via the United States District Court, Central District of California's
22 CM/ECF system, to the person (s) at the electronic mail addresses listed above.
The transmission was reported as complete and without error.

23 I declare under penalty of perjury under the laws of the United States of
24 America that the above is true and correct.

25 Executed this 22nd day of June, 2017 at Torrance, California.

26 _____
Shanti D. Friend