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CAPTION CONTINUED ON THE NEXT PAGE

1 **IN THE UNITED STATES DISTRICT COURT**
2 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

3 LUIS MORALES-GARCIA, BENITO
4 PEREZ-REYES, CESAR JIMENEZ-
5 MENDOZA, GABRIELA RENDON-
6 VASQUEZ, and JUANA VELASCO-
7 TORRES, on behalf of themselves and
8 all others similarly situated,

9 Plaintiffs,

10 v.

11 HIGUERA FARMS, INC., LA
12 CUESTA FARMING COMPANY,
13 INC., BIG F COMPANY, INC., and
14 DOES 1-10,

15 Defendants.

Case No. 2:18-cv-05118-SVW-JPR
CLASS ACTION

**JOINT STIPULATION AND
PROTECTIVE ORDER**

Complaint Filed: June 8, 2018
Trial: July 9, 2019

16 IT IS HEREBY STIPULATED by and between Plaintiffs LUIS
17 MORALES-GARCIA, BENITO PEREZ-REYES, CESAR JIMENEZ-
18 MENDOZA, GABRIELA RENDON-VASQUEZ, and JUANA VELASCO-
19 TORRES (“Plaintiffs”) and Defendants HIGUERA FARMS, INC., LA CUESTA
20 FARMING COMPANY, INC., and BIG F COMPANY, INC. (“Defendants”) to
21 enter this Stipulated Protective Order as follows:

22 1. **PURPOSES AND LIMITATIONS**

23 Disclosure and discovery activity in this action are likely to involve
24 production of confidential, proprietary, or private information for which special
25 protection from public disclosure and from use for any purpose other than
26 prosecuting this litigation may be warranted. Accordingly, the parties hereby
27 stipulate to and petition the court to enter the following Stipulated Protective Order.
28 The parties acknowledge that this Order does not confer blanket protections on all

1 disclosures or responses to discovery and that the protection it affords from public
2 disclosure and use extends only to the limited information or items that are entitled
3 to confidential treatment under the applicable legal principles. The parties further
4 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective
5 Order does not entitle them to file confidential information under seal; Civil Local
6 Rule 79-5 sets forth the procedures that must be followed and the standards that
7 will be applied when a party seeks permission from the court to file material under
8 seal.

9 2. DEFINITIONS

10 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
11 information or items under this Order.

12 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it
13 is generated, stored or maintained) or tangible things that qualify for
14 protection under Federal Rule of Civil Procedure 26(c).

15 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel
16 (as well as their support staff).

17 2.4 Designating Party: a Party or Non-Party that designates information or items
18 that it produces in disclosures or in responses to discovery as
19 “CONFIDENTIAL.”

20 2.5 Disclosure or Discovery Material: all items or information, regardless of the
21 medium or manner in which it is generated, stored, or maintained (including,
22 among other things, testimony, transcripts, and tangible things), that are
23 produced or generated in disclosures or responses to discovery in this matter.

24 2.6 Expert: a person with specialized knowledge or experience in a matter
25 pertinent to the litigation who has been retained by a Party or its counsel to
26 serve as an expert witness or as a consultant in this action.

27 2.7 House Counsel: attorneys who are employees of a party to this action. House
28 Counsel does not include Outside Counsel of Record or any other outside

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counsel.

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

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

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

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

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

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

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

3. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material. However, the protections conferred by this Stipulation and Order do not cover the following information: (a) any information that is in the public domain at the time

1 of disclosure to a Receiving Party or becomes part of the public domain after its
2 disclosure to a Receiving Party as a result of publication not involving a violation
3 of this Order, including becoming part of the public record through trial or
4 otherwise; and (b) any information known to the Receiving Party prior to the
5 disclosure or obtained by the Receiving Party after the disclosure from a source
6 who obtained the information lawfully and under no obligation of confidentiality to
7 the Designating Party. Any use of Protected Material at trial shall be governed by a
8 separate agreement or order.

9 4. DURATION

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

18 5. DESIGNATING PROTECTED MATERIAL

19 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
20 Party or Non-Party that designates information or items for protection under
21 this Order must take care to limit any such designation to specific material
22 that qualifies under the appropriate standards. The Designating Party must
23 designate for protection only those parts of material, documents, items, or
24 oral or written communications that qualify – so that other portions of the
25 material, documents, items, or communications for which protection is not
26 warranted are not swept unjustifiably within the ambit of this Order. Mass,
27 indiscriminate, or routinized designations are prohibited. Designations that
28 are shown to be clearly unjustified or that have been made for an improper

1 purpose (e.g., to unnecessarily encumber or retard the case development
2 process or to impose unnecessary expenses and burdens on other parties)
3 expose the Designating Party to sanctions. If it comes to a Designating
4 Party's attention that information or items that it designated for protection do
5 not qualify for protection, that Designating Party must promptly notify all
6 other Parties that it is withdrawing the mistaken designation.

7 5.2 Manner and Timing of Designations. Except as otherwise provided in this
8 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
9 stipulated or ordered, Disclosure or Discovery Material that qualifies for
10 protection under this Order must be clearly so designated before the material
11 is disclosed or produced.

12 Designation in conformity with this Order requires:

13 (a) For information in documentary form (e.g., paper or electronic documents,
14 but excluding transcripts of depositions or other pretrial or trial proceedings), that
15 the Producing Party affix the legend "CONFIDENTIAL" to each page that contains
16 protected material. If only a portion or portions of the material on a page qualifies
17 for protection, the Producing Party also must clearly identify the protected
18 portion(s) (e.g., by making appropriate markings in the margins). A Party or Non-
19 Party that makes original documents or materials available for inspection need not
20 designate them for protection until after the inspecting Party has indicated which
21 material it would like copied and produced. During the inspection and before the
22 designation, all of the material made available for inspection shall be deemed
23 "CONFIDENTIAL." After the inspecting Party has identified the documents it
24 wants copied and produced, the Producing Party must determine which documents,
25 or portions thereof, qualify for protection under this Order. Then, before producing
26 the specified documents, the Producing Party must affix the "CONFIDENTIAL"
27 legend to each page that contains Protected Material. If only a portion or portions
28 of the material on a page qualifies for protection, the Producing Party also must

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

3 (b) For testimony given in deposition or in other discovery-related
4 proceedings, that the Designating Party identify on the record, before the close of
5 the deposition, hearing, or other proceeding, all protected testimony.

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

12 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure
13 to designate qualified information or items does not, standing alone, waive
14 the Designating Party's right to secure protection under this Order for such
15 material. Upon timely correction of a designation, the Receiving Party must
16 make reasonable efforts to assure that the material is treated in accordance
17 with the provisions of this Order.

18 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

19 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation
20 of confidentiality at any time. Unless a prompt challenge to a Designating
21 Party's confidentiality designation is necessary to avoid foreseeable,
22 substantial unfairness, unnecessary economic burdens, or a significant
23 disruption or delay of the litigation, a Party does not waive its right to
24 challenge a confidentiality designation by electing not to mount a challenge
25 promptly after the original designation is disclosed.

26 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
27 process by providing written notice of each designation it is challenging and
28 describing the basis for each challenge. To avoid ambiguity as to whether a

1 challenge has been made, the written notice must recite that the challenge to
2 confidentiality is being made in accordance with this specific paragraph of
3 the Protective Order and Local Rule 37. The parties shall attempt to resolve
4 each challenge in good faith and must begin the process by conferring
5 directly (in voice to voice dialogue; other forms of communication are not
6 sufficient) within 10 days of the date of service of notice. In conferring, the
7 Challenging Party must explain the basis for its belief that the confidentiality
8 designation was not proper and must give the Designating Party an
9 opportunity to review the designated material, to reconsider the
10 circumstances, and, if no change in designation is offered, to explain the
11 basis for the chosen designation. A Challenging Party may proceed to the
12 next stage of the challenge process only if it has engaged in this meet and
13 confer process first or establishes that the Designating Party is unwilling to
14 participate in the meet and confer process in a timely manner.

15 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
16 intervention, the Designating Party shall file and serve a motion to retain
17 confidentiality under Civil Local Rule 37 (and in compliance with Civil
18 Local Rule 79-5, if applicable) within 21 days of the initial notice of
19 challenge or within 14 days of the parties agreeing that the meet and confer
20 process will not resolve their dispute, whichever is earlier. Each such motion
21 must be accompanied by a competent declaration affirming that the movant
22 has complied with the meet and confer requirements imposed in the
23 preceding paragraph and Local Rule 37. Failure by the Designating Party to
24 make such a motion including the required declaration within 21 days (or 14
25 days, if applicable) shall automatically waive the confidentiality designation
26 for each challenged designation. In addition, the Challenging Party may file a
27 motion challenging a confidentiality designation at any time consistent with
28 the court's scheduling order if there is good cause for doing so, including a

1 challenge to the designation of a deposition transcript or any portions
2 thereof. Any motion brought pursuant to this provision must be accompanied
3 by a competent declaration affirming that the movant has complied with the
4 meet and confer requirements imposed by the preceding paragraph and Local
5 Rule 37. The burden of persuasion in any such challenge proceeding shall be
6 on the Designating Party. Frivolous challenges, and those made for an
7 improper purpose (e.g., to harass or impose unnecessary expenses and
8 burdens on other parties) may expose the Challenging Party to sanctions.
9 Unless the Designating Party has waived the confidentiality designation by
10 failing to file a motion to retain confidentiality as described above, all parties
11 shall continue to afford the material in question the level of protection to
12 which it is entitled under the Producing Party’s designation until the court
13 rules on the challenge.

14 7. ACCESS TO AND USE OF PROTECTED MATERIAL

15 7.1 Basic Principles. A Receiving Party may use Protected Material that is
16 disclosed or produced by another Party or by a Non-Party in connection with
17 this case only for prosecuting, defending, or attempting to settle this
18 litigation. Such Protected Material may be disclosed only to the categories of
19 persons and under the conditions described in this Order. When the litigation
20 has been terminated, a Receiving Party must comply with the provisions of
21 section 13 below (FINAL DISPOSITION). Protected Material must be stored
22 and maintained by a Receiving Party at a location and in a secure manner
23 that ensures that access is limited to the persons authorized under this Order.

24 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
25 ordered by the court or permitted in writing by the Designating Party, a
26 Receiving Party may disclose any information or item designated
27 “CONFIDENTIAL” only to:

28 (a) the officers, directors, and employees (including House Counsel) of the

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

3 (b) Experts (as defined in this Order) of the Receiving Party to whom
4 disclosure is reasonably necessary for this litigation and who have signed the
5 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

6 (c) the court and its personnel;

7 (d) court reporters and their staff, professional jury or trial consultants, mock
8 jurors, and Professional Vendors to whom disclosure is reasonably necessary for
9 this litigation;

10 (e) during their depositions, witnesses in the action to whom disclosure is
11 reasonably necessary unless otherwise agreed by the Designating Party or ordered
12 by the court. Pages of transcribed deposition testimony or exhibits to depositions
13 that reveal Protected Material must be separately bound by the court reporter and
14 may not be disclosed to anyone except as permitted under this Stipulated Protective
15 Order; and

16 (f) the author or recipient of a document containing the information or a
17 custodian or other person who otherwise possessed or knew the information.

18 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED
19 PRODUCED IN OTHER LITIGATION

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

23 (a) promptly notify in writing the Designating Party. Such notification shall
24 include a copy of the subpoena or court order unless prohibited by law;

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

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

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

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

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

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

1 Non-Party.

2 (c) If the Non-Party fails to object or seek a protective order from this court
3 within 21 days of receiving the notice and accompanying information, the
4 Receiving Party may produce the Non-Party's confidential information responsive
5 to the discovery request. If the Non-Party timely seeks a protective order, the
6 Receiving Party shall not produce any information in its possession or control that
7 is subject to the confidentiality agreement with the Non-Party before a
8 determination by the court. Absent a court order to the contrary, the Non-Party
9 shall bear the burden and expense of seeking protection in this court of its Protected
10 Material.

11 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

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

23 When a Producing Party gives notice to Receiving Parties that certain
24 inadvertently produced material is subject to a claim of privilege or other
25 protection, the obligations of the Receiving Parties are those set forth in Federal
26 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
27 whatever procedure may be established in an e-discovery order that provides for
28 production without prior privilege review. Pursuant to Federal Rule of Evidence

1 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
2 of a communication or information covered by the attorney-client privilege or work
3 product protection, the parties may incorporate their agreement in the stipulated
4 protective order submitted to the court provided the Court so allows.

5 12. MISCELLANEOUS

6 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
7 person to seek its modification by the court in the future.

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

14 12.3 Filing Protected Material. Without written permission from the Designating
15 Party a Party may file in the public record in this action any Protected
16 Material only after proceeding pursuant to Local Rule 75-5.2.2(b) of the
17 Central District of California. Protected Material may be filed in the public
18 case file as set forth in Local Rule 75-5.2.2(b)(ii).

19 13. FINAL DISPOSITION

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

1 affirms that the Receiving Party has not retained any copies, abstracts,
2 compilations, summaries or any other format reproducing or capturing any of the
3 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
4 archival copy of all pleadings, motion papers, trial, deposition, and hearing
5 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
6 reports, attorney work product, and consultant and expert work product, even if
7 such materials contain Protected Material. Any such archival copies that contain or
8 constitute Protected Material remain subject to this Protective Order as set forth in
9 Section 4 (DURATION).

10 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

11 DATED: February 11, 2019 CALIFORNIA RURAL LEGAL ASSISTANCE
12 FOUNDATION
13 HADSELL STORMER & RENICK, LLP

14 By: /s/ Dawson M. Morton
15 Dawson M. Morton
16 R. Erandi Zamora
17 Emma Scott
18 Attorneys for Plaintiffs

19 DATED: February 11, 2019 DOWLING AARON INCORPORATED

20 By: /s/ Rebecca A. Hause-Schultz
21 Michael C. Saqui
22 Jennifer M. Schermerhorn
23 Anthony C. Oceguera
24 Gregory L. Blueford
25 Rebecca A. Hause-Schultz
26 Attorneys for Defendants
27 HIGUERA FARMS, INC., LA CUESTA
28 FARMING COMPANY, INC. and BIG F
COMPANY, INC.

IT IS SO ORDERED.

Dated: February 13, 2019



Hon. Magistrate Judge

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ATTESTATION

I, Rebecca A. Hause-Schultz, attest that I have obtained the concurrence of Dawson M. Morton, counsel for Plaintiffs; for the filing of this Joint Stipulation and Protective Order. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 11th day of February, 2019, at Roseville, California.

DOWLING AARON INCORPORATED

By: /s/ Rebecca A. Hause-Schultz
Michael C. Saqui
Jennifer M. Schermerhorn
Anthony C. Oceguela
Gregory L. Blueford
Rebecca A. Hause-Schultz
Attorneys for Defendants
HIGUERA FARMS, INC., LA CUESTA
FARMING COMPANY, INC. and BIG F
COMPANY, INC.

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EXHIBIT A

CERTIFICATION REGARDING CONFIDENTIAL DISCOVERY MATERIAL

I, the undersigned, acknowledge I received Confidential Materials in connection with *Morales-Garcia, et al., v. Higuera Farms, Inc., et al.* (Case No. 2:18-cv-05118-SVW-JPR).

I certify that the Confidential Materials are provided to me subject to the terms and restrictions of the Stipulation and Protective Order filed in this Proceeding. I have been given a copy of the Stipulation and Protective Order; I have read it, and I agree to be bound by its terms.

I understand that Confidential Materials, as defined in the Stipulation and Protective Order, including any notes or other records that may be made regarding any such materials, shall not be Disclosed to anyone except as expressly permitted by the Stipulation and Protective Order. I will not copy or use, except solely for the purposes of this Proceeding, any Confidential Materials obtained pursuant to this Protective Order, except as provided therein or otherwise ordered by the Court in the Proceeding.

I further understand that I am to retain all copies of all Confidential Materials provided to me in the Proceeding in a secure manner, and that all copies of such materials are to remain in my personal custody until termination of my participation in this Proceeding, whereupon the copies of such Materials will be returned to counsel who provided me with such Materials.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

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Dated: _____

Print Name

Signature

1 **PROOF OF SERVICE**

2 I am employed in the County of Placer, State of California. I am over the age of
3 eighteen years and not a party to the within action. My business address is 1410
4 Rocky Ridge Drive, Suite 330, Roseville, California 95661.

5 On the date set forth below, I served a copy (copies) of the following
6 document(s) entitled:
7

8 **JOINT STIPULATION TO AND PROTECTIVE ORDER**

9 to be served on the interested party(ies) or its/their attorney(s) of record in this
10 action as follows:

11 *Attorneys for Plaintiffs*

<p>12 Dawson M. Morton, SBN 320811 13 R. Erandi Zamora, SBN 281929 14 Emma Irene Scott, SBN 314021 15 CALIFORNIA RURAL LEGAL 16 ASSISTANCE FOUNDATION 17 2210 K Street, Suite 201 18 Sacramento, CA 95816 19 Telephone: (916) 446-7904 20 Facsimile: (916) 446-3057 21 dmorton@crlaf.org 22 ezamora@crlaf.org 23 escott@crlaf.org</p>	<p>Randy Renick, SBN 179652 Cornelia Dai, SBN 207435 HADSSELL STORMER & RENICK, LLP 128 North Fair Oaks Avenue, Suite 204 Pasadena, California 91103-3645 Telephone: (626) 585-9600 Fax: (626) 577-7079 rrr@hadsellstormer.com cdai@hadsellstormer.com</p>
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X	BY ELECTRONIC FILING , I served each of the above referenced documents by Efiling, in accordance with the rules governing the electronic filing of documents in the United States District Court for the Central District of California, as to the above-listed parties.
X	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 under the laws of the United States of America that the foregoing is true and correct.

24 Executed on February 11, 2019, at Roseville, California.

25
26 By: _____
27 Jeanne Rosenberg
28