

1 Gary E. Devlin (SBN 210517)
 HINSHAW & CULBERTSON LLP
 2 350 South Grand Avenue
 Los Angeles, CA 90071
 3 Telephone: 213-680-2800
 Facsimile: 310-909-8001

4 Attorneys for Defendant
 5 ROCKET MORTGAGE, LLC

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 8 **UNITED STATES DISTRICT COURT**
 9 **CENTRAL DISTRICT OF CALIFORNIA**
 10 **LOS ANGELES DIVISION**

11 ARMIDA DE CASTRO HENRIQUEZ,

12 Plaintiff,

13 vs.

14 MYRNA CASTRO O'BARA, an individual;
 JOHN O'BARA, an individual; 1013
 15 INVESTMENTS, INC., a California
 corporation; OFRI, INC., a California
 16 corporation; CAMBRIDGE ESCROW, INC., a
 California corporation; ESCROW OFFICER
 17 #1, an individual; ESCROW COMPANY #1, a
 business entity; JULIE ROZANER, an
 18 individual; PROSPECT MORTGAGE, LLC, a
 Delaware limited liability company; LOAN
 19 ORIGINATOR #1, an individual; DANNY
 ZOLLER, an individual; NEW AMERICAN
 20 FUNDING, LLC, a California limited liability
 company; RACHNA KHANNA, an individual,
 21 ROCKET MORTGATE, LLC, a Michigan
 limited liability company; JOHN RUBEN
 22 ZEPEDA, an individual; REDIGER
 INVESTMENT MORTGAGE FUND, a
 23 California limited partnership; DENIS
 REDIGER, an individual; REDIGER
 24 INVESTMENT CORPORATION, a California
 corporation; TRIBUNE INVESTMENTS,
 25 LLC, a Delaware limited liability company;
 LAWYERS TITLE COMPANY, a California
 26 corporation; YEFRY J. CALI, an individual;
 BALVINDER SINGH, an individual doing
 27 business under the fictitious business names of
 Superior Tax & Executive Services and

Case No. 2:24-CV-03151-AB-MAA

(Assigned to the Honorable André Birotte Jr.
 Ctrm "7B" First Street Courthouse)

**STIPULATED PROTECTIVE ORDER AS
 BETWEEN PLAINTIFF AND
 DEFENDANT ROCKET MORTGAGE,
 LLC**

Action Filed: 04/17/2024

1 Superior Tax; S. TESORO MOWRY, an
2 individual; KELLER WILLIAMS, Inc., a Texas
3 corporation; Bond Company #1, a business
4 entity; Bond Company #2, a business entity;
5 and DOES 1 through 300, inclusive,

6 Defendants.

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19 **1. PURPOSES AND LIMITATIONS**

20 Discovery in this action is likely to involve production of confidential, proprietary, or
21 private information for which special protection from public disclosure and from use for any
22 purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby
23 stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties
24 acknowledge that this Stipulated Protective Order does not confer blanket protections on all
25 disclosures or responses to discovery and that the protection it affords from public disclosure and
26 use extends only to the limited information or items that are entitled to confidential treatment under
27 the applicable legal principles. The parties further acknowledge, as set forth in Section 13.3 below,
28 that this Stipulated Protective Order does not entitle them to file confidential information under
seal; Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be
applied when a party seeks permission from the Court to file material under seal.

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28 **2. GOOD CAUSE STATEMENT**

This action is likely to involve trade secrets, customer and pricing lists and other valuable
research, development, commercial, financial, technical and/or proprietary information for which
special protection from public disclosure and from use for any purpose other than prosecution of
this action is warranted. Such confidential and proprietary materials and information consist of,
among other things, confidential business or financial information, information regarding
confidential business practices, or other confidential research, development, or commercial
information (including information implicating privacy rights of third parties), information
otherwise generally unavailable to the public, or which may be privileged or otherwise protected

1 from disclosure under state or federal statutes, court rules, case decisions, or common law. In
2 particular, such materials include confidential contracts entered into between Defendant Rocket
3 Mortgage, LLC and other parties that are not parties to this case. Accordingly, to expedite the flow
4 of information, to facilitate the prompt resolution of disputes over confidentiality of discovery
5 materials, to adequately protect information the parties are entitled to keep confidential, to ensure
6 that the parties are permitted reasonable necessary uses of such material in preparation for and in
7 the conduct of trial, to address their handling at the end of the litigation, and to serve the ends of
8 justice, a protective order for such information is justified in this matter. It is the intent of the
9 parties that information will not be designated as confidential for tactical reasons and that nothing
10 be so designated without a good faith belief that it has been maintained in a confidential, non-
11 public manner, and there is good cause why it should not be part of the public record of this case.

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13 **3. DEFINITIONS**

14 3.1. Action: This pending federal lawsuit.

15 3.2. Challenging Party: A Party or Nonparty that challenges the designation of
16 information or items under this Stipulated Protective Order.

17 3.3. “CONFIDENTIAL” Information or Items: Information (regardless of how it is
18 generated, stored or maintained) or tangible things that qualify for protection under
19 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
20 Statement.

21 3.4. Counsel: Outside Counsel of Record and In-House Counsel (as well as their
22 support staff).

23 3.5. Designating Party: A Party or Nonparty that designates information or items that it
24 produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

25 3.6. Disclosure or Discovery Material: All items or information, regardless of the
26 medium or manner in which it is generated, stored, or maintained (including, among
27

1 other things, testimony, transcripts, and tangible things), that is produced or
2 generated in disclosures or responses to discovery in this matter.

3 3.7. Expert: A person with specialized knowledge or experience in a matter pertinent to
4 the litigation who has been retained by a Party or its counsel to serve as an expert
5 witness or as a consultant in this Action.

6 3.8. In-House Counsel: Attorneys who are employees of a party to this Action. In-
7 House Counsel does not include Outside Counsel of Record or any other outside
8 counsel.

9 3.9. Nonparty: Any natural person, partnership, corporation, association, or other legal
10 entity not named as a Party to this action.

11 3.10. Outside Counsel of Record: Attorneys who are not employees of a party to this
12 Action but are retained to represent or advise a party to this Action and have
13 appeared in this Action on behalf of that party or are affiliated with a law firm
14 which has appeared on behalf of that party, and includes support staff.

15 3.11. Party: Any party to this Action, including all of its officers, directors, employees,
16 consultants, retained experts, In-House Counsel, and Outside Counsel of Record
17 (and their support staffs).

18 3.12. Producing Party: A Party or Nonparty that produces Disclosure or Discovery
19 Material in this Action.

20 3.13. Professional Vendors: Persons or entities that provide litigation support services
21 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations,
22 and organizing, storing, or retrieving data in any form or medium) and their
23 employees and subcontractors.

24 3.14. Protected Material: Any Disclosure or Discovery Material that is designated as
25 “CONFIDENTIAL.”

26 3.15. Receiving Party: A Party that receives Disclosure or Discovery Material from a
27 Producing Party.

1 **4. SCOPE**

2 The protections conferred by this Stipulated Protective Order cover not only Protected
3 Material, but also (1) any information copied or extracted from Protected Material; (2) all copies,
4 excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations,
5 or presentations by Parties or their Counsel that might reveal Protected Material. Any use of
6 Protected Material at trial shall be governed by the orders of the trial judge. This Stipulated
7 Protective Order does not govern the use of Protected Material at trial.

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9 **5. DURATION**

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

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18 **6. DESIGNATING PROTECTED MATERIAL**

19 6.1. Exercise of Restraint and Care in Designating Material for Protection.

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

27 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 impose
3 unnecessary expenses and burdens on other parties) may expose the Designating
4 Party to sanctions.

5 6.2. Manner and Timing of Designations.

6 Except as otherwise provided in this Stipulated Protective Order (*see, e.g.*,
7 Section 6.2(a)), or as otherwise stipulated or ordered, Disclosure or Discovery
8 Material that qualifies for protection under this Stipulated Protective Order must be
9 clearly so designated before the material is disclosed or produced.

10 Designation in conformity with this Stipulated Protective Order requires the
11 following:

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

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

1 legend "CONFIDENTIAL" to each page that contains Protected Material. If
2 only a portion or portions of the material on a page qualifies for protection,
3 the Producing Party also must clearly identify the protected portion(s) (e.g.,
4 by making 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
7 deposition, all protected testimony.

8 (c) For information produced in nondocumentary form, and for any other
9 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
11 legend "CONFIDENTIAL." If only a portion or portions of the information
12 warrants protection, the Producing Party, to the extent practicable, shall
13 identify the protected portion(s).

14 6.3. Inadvertent Failure to Designate.

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

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22 **7. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

23 7.1. Timing of Challenges.

24 Any Party or Nonparty may challenge a designation of confidentiality at any
25 time that is consistent with the Court's Scheduling Order.

26 7.2. Meet and Confer.

27 The Challenging Party shall initiate the dispute resolution process, which

1 shall comply with Local Rule 37.1 et seq., and with Section 4 of Judge Audero’s
2 Procedures (“Mandatory Telephonic Conference for Discovery Disputes”).¹

3 7.3. Burden of Persuasion.

4 The burden of persuasion in any such challenge proceeding shall be on the
5 Designating Party. Frivolous challenges, and those made for an improper purpose
6 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
7 expose the Challenging Party to sanctions. Unless the Designating Party has waived
8 or withdrawn the confidentiality designation, all parties shall continue to afford the
9 material in question the level of protection to which it is entitled under the
10 Producing Party’s designation until the Court rules on the challenge.

11
12 **8. ACCESS TO AND USE OF PROTECTED MATERIALS**

13 8.1. Basic Principles.

14 A Receiving Party may use Protected Material that is disclosed or produced
15 by another Party or by a Nonparty in connection with this Action only for
16 prosecuting, defending, or attempting to settle this Action. Such Protected Material
17 may be disclosed only to the categories of persons and under the conditions
18 described in this Stipulated Protective Order. When the Action reaches a final
19 disposition, a Receiving Party must comply with the provisions of Section 14 below.

20 Protected Material must be stored and maintained by a Receiving Party at a
21 location and in a secure manner that ensures that access is limited to the persons
22 authorized under this Stipulated Protective Order.

23 8.2. Disclosure of “CONFIDENTIAL” Information or Items.

24 Unless otherwise ordered by the Court or permitted in writing by the
25 Designating Party, a Receiving Party may disclose any information or item

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27 ¹ Judge Audero’s Procedures are available at
<https://www.cacd.uscourts.gov/honorable-maria-audero>.

1 designated “CONFIDENTIAL” only to:

- 2 (a) The Receiving Party’s Outside Counsel of Record, as well as employees of
3 said Outside Counsel of Record to whom it is reasonably necessary to
4 disclose the information for this Action;
- 5 (b) The officers, directors, and employees (including In-House Counsel) of the
6 Receiving Party to whom disclosure is reasonably necessary for this Action;
- 7 (c) Experts of the Receiving Party to whom disclosure is reasonably necessary
8 for this Action and who have signed the “Acknowledgment and Agreement
9 to Be Bound” (Exhibit A);
- 10 (d) The Court and its personnel;
- 11 (e) Court reporters and their staff;
- 12 (f) Professional jury or trial consultants, mock jurors, and Professional Vendors
13 to whom disclosure is reasonably necessary or this Action and who have
14 signed the “Acknowledgment and Agreement to be Bound” (Exhibit A); (g)
15 The author or recipient of a document containing the information or a
16 custodian or other person who otherwise possessed or knew the information;
- 17 (g) During their depositions, witnesses, and attorneys for witnesses, in the
18 Action to whom disclosure is reasonably necessary provided: (i) the
19 deposing party requests that the witness sign the “Acknowledgment and
20 Agreement to Be Bound” (Exhibit A); and (ii) the witness will not be
21 permitted to keep any confidential information unless they sign the
22 “Acknowledgment and Agreement to Be Bound,” unless otherwise agreed
23 by the Designating Party or ordered by the Court. Pages of transcribed
24 deposition testimony or exhibits to depositions that reveal Protected Material
25 may be separately bound by the court reporter and may not be disclosed to
26 anyone except as permitted under this Stipulated Protective Order; and (i)
27 Any mediator or settlement officer, and their supporting personnel, mutually

1 agreed upon by any of the parties engaged in settlement discussions.

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3 **9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER**
4 **LITIGATION**

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

- 8 (a) Promptly notify in writing the Designating Party. Such notification shall include a
9 copy of the subpoena or court order;
- 10 (b) Promptly notify in writing the party who caused the subpoena or order to issue in
11 the other litigation that some or all of the material covered by the subpoena or order
12 is subject to this Stipulated Protective Order. Such notification shall include a copy
13 of this Stipulated Protective Order; and
- 14 (c) Cooperate with respect to all reasonable procedures sought to be pursued by the
15 Designating Party whose Protected Material may be affected.

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17 **10. A NONPARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN**
18 **THIS LITIGATION**

19 10.1. Application.

20 The terms of this Stipulated Protective Order are applicable to information
21 produced by a Nonparty in this Action and designated as “CONFIDENTIAL.” Such
22 information produced by Nonparties in connection with this litigation is protected
23 by the remedies and relief provided by this Stipulated Protective Order. Nothing in
24 these provisions should be construed as prohibiting a Nonparty from seeking
25 additional protections.

26 10.2. Notification.

27 In the event that a Party is required, by a valid discovery request, to produce

1 a Nonparty's confidential information in its possession, and the Party is subject to
2 an agreement with the Nonparty not to produce the Nonparty's confidential
3 information, then the Party shall:

- 4 (a) Promptly notify in writing the Requesting Party and the Nonparty that some
5 or all of the information requested is subject to a confidentiality agreement
6 with a Nonparty;
- 7 (b) Promptly provide the Nonparty with a copy of the Stipulated Protective
8 Order in this Action, the relevant discovery request(s), and a reasonably
9 specific description of the information requested; and
- 10 (c) Make the information requested available for inspection by the Nonparty, if
11 requested.

12 10.3. Conditions of Production.

13 If the Nonparty fails to seek a protective order from this Court within
14 fourteen (14) days after receiving the notice and accompanying information, the
15 Receiving Party may produce the Nonparty's confidential information responsive to
16 the discovery request. If the Nonparty timely seeks a protective order, the Receiving
17 Party shall not produce any information in its possession or control that is subject to
18 the confidentiality agreement with the Nonparty before a determination by the
19 Court. Absent a court order to the contrary, the Nonparty shall bear the burden and
20 expense of seeking protection in this Court of its Protected Material.

21
22 **11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

23 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
24 Material to any person or in any circumstance not authorized under this Stipulated Protective
25 Order, the Receiving Party immediately must (1) notify in writing the Designating Party of the
26 unauthorized disclosures, (2) use its best efforts to retrieve all unauthorized copies of the Protected
27 Material, (3) inform the person or persons to whom unauthorized disclosures were made of all the

1 terms of this Stipulated Protective Order, and (4) request such person or persons to execute the
2 “Acknowledgment and Agreement to be Bound” (Exhibit A).

3
4 **12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
5 **PROTECTED MATERIAL**

6 When a Producing Party gives notice to Receiving Parties that certain inadvertently
7 produced material is subject to a claim of privilege or other protection, the obligations of the
8 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision
9 is not intended to modify whatever procedure may be established in an e-discovery order that
10 provides for production without prior privilege review. Pursuant to Federal Rule of Evidence
11 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a
12 communication or information covered by the attorney-client privilege or work product protection,
13 the parties may incorporate their agreement in the Stipulated Protective Order submitted to the
14 Court.

15
16 **13. MISCELLANEOUS**

17 13.1. Right to Further Relief.

18 Nothing in this Stipulated Protective Order abridges the right of any person
19 to seek its modification by the Court in the future.

20 13.2. Right to Assert Other Objections.

21 By stipulating to the entry of this Stipulated Protective Order, no Party
22 waives any right it otherwise would have to object to disclosing or producing any
23 information or item on any ground not addressed in this Stipulated Protective Order.
24 Similarly, no Party waives any right to object on any ground to use in evidence of
25 any of the material covered by this Stipulated Protective Order.

26 13.3. Filing Protected Material.

27 A Party that seeks to file under seal any Protected Material must comply

1 with Local Rule 79-5. Protected Material may only be filed under seal pursuant to a
2 court order authorizing the sealing of the specific Protected Material at issue. If a
3 Party's request to file Protected Material under seal is denied by the Court, then the
4 Receiving Party may file the information in the public record unless otherwise
5 instructed by the Court.
6

7 **14. FINAL DISPOSITION**

8 After the final disposition of this Action, within sixty (60) days of a written request by the
9 Designating Party, each Receiving Party must return all Protected Material to the Producing Party
10 or destroy such material. As used in this subdivision, "all Protected Material" includes all copies,
11 abstracts, compilations, summaries, and any other format reproducing or capturing any of the
12 Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party
13 must submit a written certification to the Producing Party (and, if not the same person or entity, to
14 the Designating Party) by the 60-day deadline that (1) identifies (by category, where appropriate)
15 all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party
16 has not retained any copies, abstracts, compilations, summaries or any other format reproducing or
17 capturing any of the Protected Material. Notwithstanding this provision, Counsel is entitled to
18 retain an archival copy of all pleadings; motion papers; trial, deposition, and hearing transcripts;
19 legal memoranda; correspondence; deposition and trial exhibits; expert reports; attorney work
20 product; and consultant and expert work product, even if such materials contain Protected Material.
21 Any such archival copies that contain or constitute Protected Material remain subject to this
22 Stipulated Protective Order as set forth in Section 5.
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24 **15. VIOLATION**

25 Any violation of this Stipulated Order may be punished by any and all appropriate measures
26 including, without limitation, contempt proceedings and/or monetary sanctions.
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IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: May 8, 2024

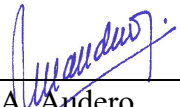
/s/Jeffery A. Slott
Attorney(s) for Plaintiff(s)

Dated: May 8, 2024

/s/Gary E. Devlin
Attorney(s) for Defendant(s)

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

Dated: May 8, 2024



Maria A. Audero
United States Magistrate Judge

1 **CERTIFICATE OF SERVICE**

2 *Armida De Casto Henriquez v. Rocket Mortgage, LLC, et al.*
3 **USDC Case No. 2:24-CV-03151-AB-MAA**

4 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

5 I am a citizen of the United States and employed in Los Angeles, California, at the office of
6 a member of the bar of this Court at whose direction this service was made. I am over the age of
7 18 and not a party to the within actions; my business address is 350 S. Grand Avenue, Suite 3600,
8 Los Angeles, CA 90071.

9 On **May 8, 2024**, I served the document(s) entitled, **STIPULATED PROTECTIVE**
10 **ORDER**, on the interested parties in this action by placing trust copies thereof enclosed in a sealed
11 envelope(s) addressed as stated below:

12 **VIA CM/ECF**

13 **Jeffrey A. Slott**

14 **LAW OFFICES OF JEFFREY A. SLOTT**

15 **15760 Ventura Boulevard, Suite 700**

16 **Encino, CA 91436**

17 **Email: Jslott@aol.com**

18 **VIA U.S. MAIL**

19 **John R. Zepeda**

20 **1050 Woodward Avenue**

21 **Detroit, MI 48226**

22 **Attorneys for Plaintiff ARMIDA De**
23 **CASTRO HENRIQUEZ**

24 **(BY MAIL):** I deposited such envelope in the mail at Los Angeles, California with
25 postage fully prepaid. I am readily familiar with this firm's practice of collection and processing
26 correspondence for mailing. Under that practice it would be placed for collection and mailing, and
27 deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Los
28 Angeles, California, 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.

(VIA OVERNIGHT MAIL): I deposit such envelope to be placed for collection and
handling via UPS following our ordinary business practices. I am readily familiar with this
business' practice for collecting and processing correspondence for UPS. On the same day that
material is placed for collection, it is picked by UPS at Los Angeles, California.

(BY ELECTRONIC MAIL): By transmitting a true copy thereof to the electronic mail
addresses as indicated below.

(BY CM/ECF SERVICE): I caused such document(s) to be delivered electronically via
CM/ECF as noted herein.

I declare under penalty of perjury under the laws of the United States that the above true
and correct and was executed on **May 8, 2024**, at Los Angeles, California.

27 /s/Robin Mojica

28 Robin Mojica