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9 Attorneys for Plaintiff, ORLANDO SANCHEZ

10 **U.S. DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**

12 ORLANDO SANCHEZ, an
13 individual,
14 Plaintiff,

15 vs.

16 EXPERIAN INFORMATION
17 SOLUTIONS, INC.; CORELOGIC
18 CREDCO, LLC
19 Defendants.

Case No.: 5:15-cv-02450-JGB-KK

**COMPLAINT FOR VIOLATIONS
OF:**

- 1. **FEDERAL FAIR CREDIT REPORTING ACT,**
- 2. **CALIFORNIA CONSUMER CREDIT REPORTING AGENCIES ACT**

20 TO THE CLERK OF THE COURT, ALL PARTIES, AND THE HONORABLE U.S.
21 DISTRICT COURT JUDGE:

22 Plaintiff, ORLANDO SANCHEZ, an individual, by and through his attorneys of
23 record, hereby complains and alleges as follows:

INTRODUCTION

24 1. Plaintiff, through his attorneys, brings this action to challenge the actions of
25 Defendant EXPERIAN INFORMATION SOLUTIONS, INC.. (hereinafter
26 "EXPERIAN") and Defendant CORELOGIC CREDCO, LLC (hereinafter
27 "CORELOGIC"), for violations of the Federal Fair Credit Reporting Act (15 U.S.C. §§
28 1682-1681x) ("FCRA") and the California Consumer Credit Reporting Agencies Act

1 (Cal. Civ. Code §§ 1785.1-1785.36) (“California CCRAA”) for mixing his father’s
2 derogatory credit accounts with Plaintiff’s consumer credit file, refusing to provide
3 Plaintiff with a copy of his consumer credit report, and failing to undertake a reasonable
4 investigation into Plaintiff’s written disputes of his father’s accounts being included
5 within his file.

6 **JURISDICTION & VENUE**

7 2. This action arises out of Defendants’ violations of the Federal FCRA, over which
8 the U.S. District Court has original subject matter jurisdiction pursuant to 28 U.S.C. §
9 1331, 15 U.S.C. § 1681p.

10 3. The U.S. District Court has supplemental jurisdiction over Plaintiff’s cause of
11 action for the State of California CCRAA pursuant to 28 U.S.C. § 1367(a).

12 4. Defendant EXPERIAN regularly conducts business within the State of California
13 by collecting personal information related to every adult resident of the State of
14 California and providing that information to various business entities within the State of
15 California, and therefore personal jurisdiction is established.

16 5. Defendant CORELOGIC regularly conducts business within the State of
17 California by collecting personal information related to every adult resident of the State
18 of California and providing that information to various business entities within the State
19 of California, as well as maintains physical locations within the State of California and
20 maintains an agent for service of process within the State of California, and therefore
21 personal jurisdiction is established.

22 6. Because all tortious conduct occurred while Plaintiff resided in the County of
23 Riverside, venue properly lies in this court.

24 **PARTIES & DEFINITIONS**

25 7. Plaintiff is a natural person whose permanent residence is in the County of San
26 Diego, State of California.

27 8. Defendant EXPERIAN is physically located at 475 Anton Blvd., H46, in the City
28 of Costa Mesa, State of California, and regularly does business in the State of

1 California.

2 9. Defendant CORELOGIC is physically located at 40 Pacifica Ave., Suite 900, in
3 the City of Irvine, State of California, and regularly does business in the State of
4 California.

5 10. Plaintiff is a natural person, and is therefore a “consumer” as that term is defined
6 by Calif. Civ. Code § 1785.3(b) of the California CCRAA and 15 U.S.C. § 1681a(c) of
7 the Federal FCRA.

8 11. The causes of action herein pertain to Plaintiff’s “consumer credit reports”, as
9 that term is defined by Calif. Civ. Code § 1785.3(c) of the California CCRAA and 15
10 U.S.C. § 1681a(d)(1) of the Federal FCRA, in that inaccurate misrepresentations of
11 Plaintiff’s credit worthiness, credit standing, and credit capacity were made via written,
12 oral, or other communication of information by a consumer credit reporting agency,
13 which is used or is expected to be used, or collected in whole or in part, for the purpose
14 of serving as a factor in establishing Plaintiff’s eligibility for, among other things, credit
15 to be used primarily for personal, family, or household purposes, and employment
16 purposes.

17 12. The causes of action herein also pertain to Plaintiff’s “consumer credit report” as
18 that term is defined by Cal. Civ. Code § 1785.3(d), in that inaccurate representations of
19 Plaintiff’s credit worthiness, credit standing, and credit capacity were made via written,
20 oral, or other communication of information by a consumer credit reporting agency,
21 which is used or is expected to be used, or collected in whole or in part, for the purposes
22 of serving as a factor in establishing Plaintiff’s eligibility for, among other things, credit
23 to be used primarily for personal, family, household and employment purposes.

24 13. Defendant EXPERIAN is a “consumer reporting agency” as defined in 15 U.S.C.
25 § 1681a(f) of the Federal FCRA and Calif. Civil Code § 1788.3(d) of the California
26 CCRA, as it regularly engages in whole or in part, for monetary fees, dues, or on a
27 cooperative nonprofit basis, in the practice of assembling or evaluating consumer credit
28 information or other information on consumers for the purpose of furnishing consumer

1 reports to third parties, and which uses any means or facility of interstate commerce for
2 the purpose of preparing or furnishing consumer reports.

3 14. Defendant CORELOGIC is a “reseller” as defined in 15 U.S.C. § 1681a(u) of the
4 Federal FCRA as it 1) assembles and merges information contained in the database of
5 another consumer reporting agency or multiple consumer reporting agencies concerning
6 any consumer for purposes of furnishing such information to any third party, to the
7 extent of such activities; and (2) does not maintain a database of the assembled or
8 merged information from which new consumer reports are produced.

9 **FACTUAL ALLEGATIONS**

10 15. In June of 2015, Plaintiff sought to apply for an auto loan in the amount of
11 \$18,000.00 as a means of driving himself to and from work and school.

12 16. The potential creditor obtained a consumer credit report from a third-party
13 reseller called CORELOGIC, whose business is to purchase credit files of consumers
14 from the “Big Three” consumer credit reporting agencies—Experian, Equifax, and
15 Trans Union—and then provide the collected data to the person requesting the
16 information from CORELOGIC.

17 17. The June 2015 report provided by CORELOGIC to the creditor contained several
18 items of derogatory accounts incurred and defaulted upon by Plaintiff’s father.

19 18. Plaintiff was therefore outrightly denied the the ability to even apply for the loan.

20 19. In June 2015, Plaintiff was a mere 20-year old attempting to make his first major
21 purchase as a young adult in an effort to obtain financial independence and to mature
22 into a contributing member of society.

23 20. Because Plaintiff had no previous lines of credit, he should not have had any
24 derogatory accounts in his consumer credit file as maintained by the consumer credit
25 reporting agencies at all.

26 21. The derogatory accounts contained within the June 2015 report were patently
27 inaccurate on their face, as one needed to merely look at Plaintiff’s birth date to the date
28 opened and date of default on each account to determine that Plaintiff was a mere minor

1 during those relevant time periods.

2 22. Upon contacting CORELOGIC directly, Plaintiff was told by CORELOGIC that
3 Defendant EXPERIAN had merged the derogatory accounts from Plaintiff's father into
4 Plaintiff's consumer credit file, and CORELOGIC only obtained the inaccurate
5 information from Defendant EXPERIAN.

6 23. Upon information and belief, EXPERIAN claims that CORELOGIC either
7 obtained the inaccurate derogatory information on its own, or it should have seen the
8 code that EXPERIAN tagged on each account indicating that each account should not
9 be included in any report due to the age of each account, and therefore CORELOGIC
10 should not have published any of those derogatory accounts.

11 24. Plaintiff is informed and believes that CORELOGIC does not have reasonable
12 procedures in place to assure maximum possible accuracy of the information about the
13 consumer to whom it relates, or it did not follow such procedures if any are in place, as
14 CORELOGIC should have observed the code tagged to each account by EXPERIAN
15 indicating that each account should not be published due to its age, yet CORELOGIC
16 published each account anyway.

17 25. Plaintiff is informed and believes that CORELOGIC does not have reasonable
18 procedures in place to assure maximum possible accuracy of the information about the
19 consumer to whom it relates, or it did not follow such procedures if any are in place, as
20 CORELOGIC should have observed the date of opening and/or date of default of each
21 account and determined that they could not have been the Plaintiff's accounts due to his
22 date of birth rendering him a minor during each relevant date.

23 26. By letter dated September 10, 2015, Plaintiff submitted a written dispute to
24 CORELOGIC directly that disputed the derogatory accounts that had been misidentified
25 as his accounts.

26 27. Also by letter dated September 10, 2015, Plaintiff submitted a written dispute to
27 Defendant EXPERIAN directly, and identified the four derogatory accounts that should
28 not have been identified as his.

1 28.Plaintiff informed Defendant EXPERIAN that he did not open these accounts,
2 and the dates alleged as the opening date for each account shows that they were all
3 opened when he was a minor.

4 29.Plaintiff further informed Defendant EXPERIAN that he should not have any
5 derogatory accounts in his file, and he had been informed by CORELOGIC that the
6 derogatory accounts had been provided to them by Defendant EXPERIAN.

7 30.In his written dispute, Plaintiff provided his address, date of birth, and social
8 security number.

9 31.Defendant EXPERIAN received Defendant's written dispute on September 16,
10 2015, as corroborated by certified mail return receipt.

11 32.On or about September 28, 2015, Plaintiff received a letter from Defendant
12 EXPERIAN, post-marked as September 23, 2015, that claimed, "The social security
13 number you gave us does not match the identification information in our database."

14 33.As a result, Defendant EXPERIAN failed to take action on Plaintiff's dispute.

15 34.By letter dated October 7, 2015, CORELOGIC informed Plaintiff that they had
16 requested of Defendant EXPERIAN that they conduct an investigation and provide a
17 response to Plaintiff's disputes, but Defendant EXPERIAN failed to respond so
18 CORELOGIC deleted the accounts from their third-party report by default.

19 35.Thereafter, on or about October 10, 2015, Plaintiff submitted to Defendant
20 EXPERIAN directly a written request for his consumer credit report, and included with
21 his request a photocopy of his social security card and California driver's license.

22 36.By letter post-marked November 10, 2015, Defendant EXPERIAN claimed, "The
23 social security number you gave us does not match the identification information in our
24 database."

25 37.As a result, Defendant EXPERIAN failed to take action upon Plaintiff's request.

26 38.CORELOGIC's information to Plaintiff that Defendant EXPERIAN is the source
27 of the erroneous merger of information is corroborated by the fact that EXPERIAN is
28 failing to maintain a consumer credit file for Plaintiff under his own social security

1 number, and also because the consumer credit reporting agency Trans Union, LLC
2 furnished a complete consumer credit report for Plaintiff under his own social security
3 number in July 2015.

4 39. Regardless of CORELOGIC's explanation of how it obtained the derogatory
5 accounts, CORELOGIC should not have permitted the accounts to appear in his report
6 because it should have observed the dates of account opening and compared with
7 Plaintiff's date of birth to see that the accounts were opened when he was a minor and
8 they therefore could not be his accounts.

9 40. Moreover, upon information and belief, EXPERIAN claims CORELOGIC
10 should not have permitted the accounts to be published on Plaintiff's report because
11 EXPERIAN coded the accounts as too old for publication.

12 41. Plaintiff has suffered actual damages by way of loss of credit opportunity, denial
13 of an \$18,000.00 auto loan, loss of creditworthiness, and also mental anguish by way of
14 frustration, feelings of hopelessness and despair, nervousness, and fear over not being
15 able to move forward in life at the same pace as his peers.

16 42. Plaintiff is informed and believes that Defendants are fully aware of their
17 obligations with respect to the FCRA and Calif. CCRAA, yet recklessly disregarded
18 Plaintiff's rights as owed to him by Defendants.

19 43. At all times during the aforementioned actions, there was in full force and effect
20 the following obligations pertaining to Defendant EXPERIAN, pursuant to Calif. Civ.
21 Code § 1785.16 of the California CCRAA (emphasis added):

- 22 (a) If the completeness or accuracy of any item of information
23 contained in his or her file is disputed by a consumer, and the
24 dispute is conveyed directly to the consumer credit reporting
25 agency by the consumer or user on behalf of the consumer, **the**
consumer credit reporting agency shall within a reasonable
period of time and without charge, reinvestigate and record the
current status of the disputed information before the end of the
30-business-day period beginning on the date the agency receives
notice of the dispute from the consumer or user, unless the
26 consumer credit reporting agency has reasonable grounds to
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28

1 believe and determines that the dispute by the consumer is
 2 frivolous or irrelevant, including by reason of a failure of the
 3 consumer to provide sufficient information, as requested by the
 4 consumer credit reporting agency, to investigate the dispute.
 5 Unless the consumer credit reporting agency determines that the
 6 dispute is frivolous or irrelevant, before the end of the five-
 7 business-day period beginning on the date the consumer credit
 8 reporting agency receives notice of dispute under this section, the
 9 agency shall notify any person who provided information in
 10 dispute at the address and in the manner specified by the person. A
 11 consumer credit reporting agency may require that disputes by
 12 consumers be in writing.

13 (b) In conducting that reinvestigation the consumer credit reporting
 14 agency shall review and consider all relevant information
 15 submitted by the consumer with respect to the disputed item of
 16 information. If the consumer credit reporting agency determines
 17 that the dispute is frivolous or irrelevant, it shall notify the
 18 consumer by mail or, if authorized by the consumer for that
 19 purpose, by any other means available to the consumer credit
 20 reporting agency, within five business days after that determination
 21 is made that it is terminating its reinvestigation of the item of
 22 information. In this notification, the consumer credit reporting
 23 agency shall state the specific reasons why it has determined that
 24 the consumer's dispute is frivolous or irrelevant. If the disputed
 25 item of information is found to be inaccurate, missing, or can no
 26 longer be verified by the evidence submitted, the consumer credit
 27 reporting agency shall promptly add, correct, or delete that
 28 information from the consumer's file.

21 44. At all times during the aforementioned actions, there was in full force and effect
 22 the following obligation upon Defendant EXPERIAN, pursuant to 15 U.S.C. §
 23 1681i(a)(1)(A), & 1681i(a)(5)(A) of the Federal FCRA (emphasis added):

24 (a)(1)(A) In general. Subject to subsection (f), if the completeness or
 25 accuracy of any item of information contained in a consumer's file at a
 26 consumer reporting agency is disputed by the consumer and the consumer
 27 notifies the agency directly, or indirectly through a reseller, of such
 28 dispute, the agency shall, free of charge, conduct a reasonable
reinvestigation to determine whether the disputed information is
inaccurate and record the current status of the disputed information, or

1 delete the item from the file in accordance with paragraph (5), before the
2 end of the 30-day period beginning on the date on which the agency
3 receives the notice of the dispute from the consumer or reseller.

4 (a)(5)(A) In general. If, after any reinvestigation under paragraph (1) of
5 any information disputed by a consumer, an item of the information is
6 found to be inaccurate or incomplete or cannot be verified, the
7 consumer reporting agency shall—

8 (i) promptly delete that item of information from the file of the
9 consumer, or modify that item of information, as appropriate,
10 based on the results of the reinvestigation; and

11 (ii) promptly notify the furnisher of that information that the
12 information has been modified or deleted from the file of the
13 consumer.

14 45. At all times during the aforementioned actions, there was in full force and
15 effect the following obligation upon Defendant, pursuant to 15 U.S.C. § 1681j of the
16 Federal FCRA (emphasis added) for Defendant to clearly and accurately disclose to
17 Plaintiff:

- 18 1. All information contained in his file at the time of the request;
- 19 2. The sources of the information;
- 20 3. The identification of each person that procured a report upon Plaintiff; t
- 21 4. The dates, payees, and amounts of any checks upon which is based any
22 adverse information;
- 23 5. A record of all inquiries received in connection with credit or insurance
24 transaction; and
- 25 6. A statement that Plaintiff may request and obtain a credit score.

26 46. At all times during the aforementioned actions, there was in full force and
27 effect the following obligation upon both Defendants EXPERIAN and CORELOGIC,
28 pursuant to 15 U.S.C. § 1681e(a) & (b) of the Federal FCRA (emphasis added):

- (a) Identity and purposes of credit users. **Every consumer reporting agency shall maintain reasonable procedures designed to avoid violations of**

1 section 605 [15 USCS § 1681c] and to limit the furnishing of consumer
2 reports to the purposes listed under section 604 [15 USCS § 1681b]. These
3 procedures shall require that prospective users of the information identify
4 themselves, certify the purposes for which the information is sought, and
5 certify that the information will be used for no other purpose. Every
6 consumer reporting agency shall make a reasonable effort to verify the
7 identity of a new prospective user and the uses certified by such prospective
8 user prior to furnishing such user a consumer report. No consumer reporting
9 agency may furnish a consumer report to any person if it has reasonable
10 grounds for believing that the consumer report will not be used for a purpose
11 listed in section 604 [15 USCS § 1681b].

- 12
13 (b) Accuracy of report. Whenever a consumer reporting agency prepares a
14 consumer report it shall follow reasonable procedures to assure maximum
15 possible accuracy of the information concerning the individual about
16 whom the report relates.

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18 **FIRST CAUSE OF ACTION**
19 **AS TO EXPERIAN ONLY**
20 **FEDERAL FAIR CREDIT REPORTING ACT**
21 **15 U.S.C. §§ 1681i(a)(1)(A) & (a)(5)(A); and 1681e(a), (b)**

22 47. Plaintiff repeats, re-alleges, and incorporates by reference all other
23 paragraphs, as if fully set forth herein.

24 48. Defendant EXPERIAN violated 15 U.S.C. §§ 1681e(a) & (b) of the
25 Federal FCRA when it failed to ensure maximum possible accuracy of the information
26 it contained upon Plaintiff when it merged his father's derogatory credit information
27 into his consumer credit report, and thereafter provided the erroneous information to
28 CORELOGIC, which ultimately resulted in Plaintiff being outrightly denied an auto
loan.

49. Defendant EXPERIAN violated 15 U.S.C. §1681i of the Federal FCRA
when it failed to conduct a reasonable investigation into Plaintiff's September 10, 2015
written dispute, despite Plaintiff having provided his date of birth and address in
addition to his social security number.

1 reasonable procedures in place to assure maximum possible accuracy of the information
2 about the consumer to whom it relates, or it did not follow such procedures if any are in
3 place, in violation of 15 U.S.C. 1681e(a) and 1681e(b) of the FCRA, as CORELOGIC
4 should have observed the date of opening and/or date of default of each account and
5 determined that they could not have been the Plaintiff's accounts due to his date of birth
6 rendering him a minor during each relevant date.

7 56. The derogatory accounts at issue were patently inaccurate on its face,
8 because a simple cursory review of Plaintiff's date of birth would have resulted in the
9 conclusion that the accounts could not have been Plaintiff's accounts.

10 57. Merely "parroting" the information that may have been provided to
11 CORELOGIC by EXPERIAN, by simply taking that information and passing it on to
12 the third party potential creditor without conducting its own independent review of the
13 information prior to publishing to the third party, is not proper.

14 58. Plaintiff has suffered actual damages by way of loss of credit opportunity,
15 denial of an \$18,000.00 auto loan, loss of creditworthiness, and also mental anguish by
16 way of frustration, feelings of hopelessness and despair, nervousness, and fear over not
17 being able to move forward in life at the same pace as his peers.

18 **THIRD CAUSE OF ACTION**
19 **AS TO EXPERIAN ONLY**
20 **CALIFORNIA CONSUMER CREDIT REPORTING AGENCIES ACT**
21 **Calif. Civ. Code § 1785.16**

22 60. Plaintiff repeats, re-alleges, and incorporates by reference all other
23 paragraphs, as if fully set forth herein

24 61. Defendant EXPERIAN violated Calif. Civ. Code § 1785.16 of the California
25 CCRAA when it failed to conduct a reasonable investigation into Plaintiff's September
26 10, 2015 written dispute, despite Plaintiff having provided his date of birth and address
27 in addition to his social security number, and Defendant was required to review and
28 consider all relevant information submitted by Plaintiff.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that judgment be entered against Defendants individually, and Plaintiff be awarded damages as follows:

1. Actual damages in the amount of \$18,000.00, or as the jury may allow, from both Defendants jointly and severally, plus interest, for denial of an auto loan, or as the jury may allow at trial, pursuant to 15 U.S.C. §§1681n(a)(1)(A) and 1681o(a)(1) of the Federal FCRA, and Calif. Civ. Code §§1785.31(a)(1) and 1785.31(a)(2)(A) of the Calif. CCRAA;

2. Plus actual damages in the amount of \$15,000.00, or as the jury may allow, plus interest, from both Defendants jointly and severally, for mental anguish, emotional distress, inconvenience, frustration, embarrassment, and despair, or as the jury may allow at trial, pursuant to 15 U.S.C. §§1681n(a)(1)(A) and 1681o(a)(1) of the Federal FCRA, and Calif. Civ. Code §§1785.31(a)(1) and 1785.31(a)(2)(A) of the Calif. CCRAA;

3. Plus punitive damages against Defendant EXPERIAN in the amount of \$5,000.00 per willful violation pursuant to Calif. Civ. Code §1785.31(a)(2)(B) of the Calif. CCRAA;

4. Plus statutory damages against Defendant EXPERIAN in the amount of \$1,000.00 per willful violation pursuant to 15 U.S.C. §1681n(a)(1)(A) of the Federal FCRA;

5. Plus punitive damages in the amount of \$50,000.00, or as the jury may allow, against Defendant EXPERIAN per willful violation pursuant to 15 U.S.C. §1681n(a)(2) of the Federal FCRA;

6. Plus statutory punitive damages against Defendant CORELOGIC in the amount of \$1,000.00 per willful violation pursuant to 15 U.S.C. §1681n(a)(1)(A) of the Federal FCRA;

7. Plus punitive damages in the amount of \$50,000.00, or as the jury may

1 allow, against Defendant CORELOGIC per willful violation pursuant to 15 U.S.C.
2 §1681n(a)(2) of the Federal FCRA;

3 8. Injunctive relief to remove the inaccurate derogatory credit reporting
4 information;

5 9. Any reasonable attorney's fees and costs to maintain the instant action
6 pursuant to 15 U.S.C. §§1681n and 1681o of the Federal FCRA, and Calif. Civ. Code
7 §§1785.31 of the Calif. CCRAA.

8 **TRIAL BY JURY**

9 Pursuant to the Seventh Amendment to the Constitution of the United States of
10 America, Plaintiff is entitled to, and demands, a trial by jury.

11 SEMNAR & HARTMAN, LLP

12 DATED: 07/07/16

13 /s/ Jared M. Hartman, Esq.
14 JARED M. HARTMAN, ESQ.
15 Attorney for Plaintiff,
16 ORLANDO SANCHEZ
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PROOF OF SERVICE

Sanchez v. Experian Information Solutions, Inc.

Case No.: 5:15-cv-02450-JGB-KK

I am employed in the County of San Diego, State of California. I am over the age of 18 and am not a party to the within action; my business address is 400 South Melrose Drive, Suite 209, Vista, California 92081. On the date provided below, I served the foregoing document described below on the interested parties in this action by placing same in a sealed envelope.

PLAINTIFF’S FIRST AMENDED COMPLAINT, AMENDED CIVIL COVER SHEET, REQUEST FOR SUMMONS was served on:

Douglas L. Clark, Esq. Jones Day 12265 El Camino Real, Suite 200 San Diego, CA 92130-4096 Facsimile: 858-314-1150 Attorneys for Defendant	
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(BY MAIL) – I caused such envelope(s) with postage thereon fully prepaid to be placed in the United States mail in Vista, California.

I am “readily familiar” with the firm’s practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on the same day with postage thereon fully prepaid at Vista, California, in the ordinary course of business. I am fully aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after the date of deposit for mailing an affidavit.

(BY FACSIMILE) – I caused the above described document(s) to be transmitted to the offices of the interested parties at the facsimile number(s) indicated above and the activity report(s) generated by facsimile number (888) 819-8230 indicating on all pages that they were transmitted.

(BY ELECTRONIC MAIL) – Pursuant to stipulation between the parties for e-mail service of discovery demands and responses.

(STATE) – I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

(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. **Via Electronic Service:** The above-described documents will be delivered electronically through the court’s ECF/PACER electronic filing system, as stipulated by all parties to constitute personal service.

Dated: 7-7-16

/s/ Jared M. Hartman,
Jared M. Hartman, Esq.