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Superior Court of California
County of Fresno
By: C. York, Deputy

6 Attorneys for Defendants/Cross-Complainants MOHAMAD HOBAB,
HESAM HOBAB, ALI NEKUMANESH and DELI DELICIOUS FRANCHISE, INC.
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9 SUPERIOR COURT OF CALIFORNIA, COUNTY OF FRESNO
10 CIVIL UNLIMITED

12 TIM CAMPPELL

13 Plaintiff,

14 v.

15 MOHAMAD HOBAB, an individual;
16 HESAM HOBAB, an individual; ALI
NEKUMANESH, an individual; DELI
17 DELICIOUS FRANCHISE, INC., a
California Corporation; and ROES 1-20,

18 Defendants.

19 ALI NEKUMANESH, an individual; DELI
20 DELICIOUS FRANCHISE, INC., a
California Corporation

21 Cross-Complainants,

22 v.

23 TIM CAMPPELL; and ROES 1-20,

24 Cross-Defendants.
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Case No. 19CECG02930

**DEFENDANTS/CROSS-COMPLAINANTS
DELI DELICIOUS FRANCHISE, INC.'S
AND ALI NEKUMANESH'S CROSS-
COMPLAINT AGAINST TIM CAMPBELL**

Complaint filed: August 13, 2019

1 COMES NOW Cross-Complainants DELI DELICIOUS FRANCHISE, INC., a
2 California Corporation (“DDFI”) and ALI NEKUMANESH, an individual, and aver and allege
3 for their cross-complaint against Cross-Defendant TIM CAMPPELL (“Cross-Defendant”)
4 named herein below as follows:

5 1. Cross-Complainant DELI DELICIOUS FRANCHISE, INC. (“DDFI”) is
6 a corporation duly organized, existing and authorized to conduct business in California under
7 California law, with its principle place of business located in the City and County of Fresno,
8 State of California.

9 2. Cross-Complainant ALI NEKUMANESH (“Mr. Nekumanesh”) is an
10 individual residing in the County of Fresno, State of California.

11 3. DDFI and Mr. Nekumanesh are informed and believe, and thereon
12 allege, that Cross-Defendant is an individual residing in the County of Fresno, State of
13 California.

14 4. DDFI and Mr. Nekumanesh are unaware of the true names and capacities
15 of cross-defendants sued herein as Roes 1 through 20, inclusive, and therefore sue these cross-
16 defendants by such fictitious names. When their true names are ascertained, DDFI and Mr.
17 Nekumanesh will amend this complaint by inserting their true names herein.

18 5. DDFI and Mr. Nekumanesh are informed and believe, and thereon
19 allege, that each of the cross-defendants named herein was the agent, servant, employee or co-
20 conspirator of each of the remaining cross-defendants, and that at all times herein mentioned,
21 each was acting within the scope of such agency, employment and/or conspiracy and for the
22 mutual benefit or for the benefit of one or more of the cross-defendants named herein.

23 6. Venue is proper in the County of Fresno as to all parties because the
24 wrongful conduct and acts alleged herein occurred, in part, within the County of Fresno.

25 **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

26 7. DDFI is a successful restaurant franchise with over 100 stores operating
27 or in development throughout California. DDFI began as a family-owned restaurant

1 approximately 20 years ago and due to the popularity of its products and services grew into a
2 thriving franchise system. Through DDFI's proprietary system, franchisees obtain a
3 recognized brand name, turnkey operations, and access to DDFI's proprietary recipes, systems
4 and procedures. Mr. Nekumanesh is the Executive Vice President of DDFI and had been
5 instrumental in contributing to the overall growth and success of DDFI.

6 8. Cross-Defendant was employed by DDFI as an at-will employee in
7 approximately 2015 until his termination from employment in or about June 2017. During his
8 employment, and in connection with his job duties, Cross-Defendant had access to DDFI's
9 confidential and proprietary information. Cross-Defendant acknowledged both orally and in
10 writing the confidential and proprietary nature of such information, and further agreed that he
11 would not share such information with third parties (including DDFI franchisees) or outside of
12 DDFI unless specifically authorized to do so by DDFI.

13 9. DDFI is informed and believes, and thereon alleges, that Cross-
14 Defendant, without authorization, disclosed DDFI's confidential, proprietary and trade secret
15 information to third parties, including DDFI franchisees, both during and after his employment
16 with DDFI. By way of example, and not limitation, DDFI is informed and believes and thereon
17 alleges that Cross-Defendant has improperly misappropriated and used DDFI's confidential,
18 proprietary and trade secret information in connection with his "consulting business," and has
19 further disclosed such information to DDFI franchisees as its "consultant" to assist those
20 franchisees to form an association to challenge the operation of DDFI.

21 10. DDFI and Mr. Nekumanesh are informed and believe, and thereon
22 allege, that Cross-Defendant defamed and disparaged DDFI, its owners, officers and directors
23 since his termination, including, without limitation, a defamatory campaign directed at Mr.
24 Nekumanesh.

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1 **FIRST CAUSE OF ACTION**

2 **(Breach of Duty of Loyalty [Labor Code §2860] by DDFI against Cross-Defendant)**

3 11. DDFI hereby incorporates by reference paragraphs 1 through 9,
4 hereinabove, as if set forth in full herein.

5 12. By virtue of his employment and position with DDFI, Cross-Defendant
6 had access to DDFI's confidential and proprietary information. Cross-Defendant
7 acknowledged both orally and in writing the confidential and proprietary nature of such
8 information, and further agreed that he would not share such information with third parties
9 (including DDFI franchisees) or outside of DDFI unless specifically authorized to do so by
10 DDFI.

11 13. DDFI is informed and believes, and thereon alleges, that Cross-
12 Defendant owed, and continues to owe, DDFI a duty of loyalty, which includes refraining from
13 use of any information acquired by him by virtue of his employment with DDFI. In this regard,
14 California Labor Code section 2860 provides: "Everything which an employee acquires by
15 virtue of his employment, except the compensation which is due to him from his employer,
16 belongs to the employer, whether acquired lawfully or unlawfully, or during or after the
17 expiration of the term of his employment." This duty includes the duty not to use the
18 confidential information of his employer for his own benefit, or for the benefit of others.

19 14. DDFI is informed and believes, and thereon alleges, that Cross-
20 Defendant breached his duty of loyalty to DDFI both during and after his employment by,
21 among other things, taking and using DDFI's confidential information to secure consulting
22 relationships with individual DDFI franchisees and to secure a consulting relationship with a
23 franchisee association which he was instrumental in forming. DDFI is further informed and
24 believes, and thereon alleges, that Cross-Defendant disclosed such information to third parties,
25 including DDFI franchisees, in further breach of his duty of loyalty.

26 15. DDFI has incurred, and will continue to incur, damages as a proximate
27 result of Cross-Defendant's multiple and continuing breaches in an amount according to proof

1 at trial, but in excess of this Court's jurisdictional minimum.

2 **SECOND CAUSE OF ACTION**

3 **(Misappropriation of Trade Secrets by DDFI against Cross-Defendant and Roes 1-20)**

4 16. DDFI hereby incorporates by reference paragraphs 1 through 14,
5 hereinabove, as if set forth in full herein.

6 17. As a result of his former employment with DDFI, Cross-Defendant
7 became intimately familiar with DDFI's proprietary franchise system, financial information,
8 pricing and operations and, thus, was granted access to DDFI's trade secrets.

9 18. DDFI is informed and believes, and thereon alleges, that by his
10 unjustified and unprivileged conduct as alleged above, Cross-Defendant wrongfully acquired
11 DDFI's trade secrets. DDFI is informed and believes, and thereon alleges, that Cross-
12 Defendant disclosed DDFI's trade secrets to various DDFI franchisees and the franchise
13 association which he helped to organize and form.

14 19. Cross-Defendant's wrongful acquisition, use and disclosure of DDFI's
15 trade secrets has given Cross-Defendants and others a substantial wrongful advantage in
16 competing with DDFI, and further interferes with, and harms, DDFI's contractual relations
17 with its existing and prospective franchisees.

18 20. Cross-Defendant knew or had reason to know that DDFI's trade secrets
19 that were acquired as alleged herein constituted or contained protectable trade secrets in that the
20 information had independent economic value, was not generally known to the public or to
21 others who could have obtained economic value from the disclosure or use of the information,
22 and was the subject of reasonable efforts by DDFI to ensure the secrecy of such information.

23 21. Cross-Defendant misappropriated and will continue to misappropriate
24 DDFI's trade secrets to their own economic benefit by the wrongful disclosure and use of such
25 information, without the consent of DDFI while knowing or having reason to know that he had
26 acquired the trade secrets under circumstances giving rise to a duty on his part to maintain their
27 secrecy.

1 22. As a direct, proximate, and foreseeable result of Cross-Defendant's acts
2 of misappropriation and use of DDFI's trade secrets, DDFI has suffered damages to date based
3 on, among other things, loss of goodwill, damage to its business reputation, and expenses
4 incurred in its efforts to remedy the effects of Defendants' unlawful conduct, in an amount
5 according to proof at trial.

6 23. DDFI is informed and believes, and thereon alleges, that Cross-
7 Defendant's misappropriation as alleged above was willful and/or malicious within the
8 meaning of California Civil Code section 3426.3 so as to warrant an award of double damages
9 in favor of DDFI for Cross-Defendant's misappropriation. DDFI is further informed and
10 believes, and thereon alleges, that DDFI will be entitled to an award of attorney's fees and
11 costs for Cross-Defendant's willful and/or malicious misappropriation pursuant to California
12 Civil Code section 3426.4.

13 24. DDFI is informed and believes, and thereon alleges, that Cross-
14 Defendant acted with oppression, fraud, and/or malice, and has deliberately caused and has
15 intended to cause great economic harm to DDFI with full knowledge of the wrongfulness of his
16 conduct. DDFI is further informed and believes, and thereon alleges, that Cross-Defendant's
17 conduct as alleged above was despicable, was carried on with a willful and conscious disregard
18 of DDFI's rights, and subjected DDFI to unjust hardship. Therefore, DDFI should be awarded
19 punitive and exemplary damages sufficient to punish Cross-Defendant from engaging in this
20 conduct and to deter similar conduct on his part in the future.

21 **THIRD CAUSE OF ACTION**

22 **(Defamation by DDFI against Cross-Defendant)**

23 25. DDFI hereby incorporates by reference paragraphs 1 through 23,
24 hereinabove, as if set forth in full herein.

25 26. DDFI is a successful restaurant franchise with over 100 stores operating
26 or in development throughout California. DDFI began as a family-owned restaurant
27 approximately 20 years ago and due to the popularity of its products and services grew into a
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1 thriving franchise system. Through DDFI's system, franchisees obtain a recognized brand
2 name, turnkey operations, and access to DDFI's proprietary recipes, systems and procedures.

3 27. DDFI is informed and believes, and thereon alleges, that within the last
4 three (3) years, Cross-Defendant without justification or privilege published, or republished,
5 orally and in writing a series of false and defamatory communications to third persons
6 including, but not limited to, DDFI's franchisees, among others, stating among other things that
7 DDFI (1) is unable to support the needs of franchisees; (2) does not provide adequate
8 marketing efforts to franchisees, describing those efforts as "anemic and sophomoric;" (3) has
9 unqualified leadership that is sailing a "rudderless ship;" (4) has officers in place with no prior
10 experience of running a franchise; (5) has taken loans from franchisees; and (6) is cheating its
11 franchisees by requiring them to purchase through approved vendors.

12 28. The comments and statements alleged above were false when made and
13 remain false to this day.

14 29. DDFI is informed and believes, and thereon alleges, that Defendant
15 knew of the falsity of the above-described statements when made or republished, or acted with
16 reckless and/or conscious disregard for their falsity when made or republished.

17 30. DDFI is further informed, believes and thereon alleges that such
18 statements are in fact false and communicated, published or republished by Cross-Defendant
19 with malice, ill-will, and hatred toward DDFI and without any reasonable grounds for believing
20 that such statements were true.

21 31. As a proximate result of Cross-Defendant's defamatory communications,
22 DDFI has suffered damages to its reputation and its ability to contract with new franchisees, in
23 an amount to be proven at trial but in excess of this Court's jurisdictional minimum.

24 32. At all times herein mentioned Cross-Defendant, in doing the things
25 described herein, acted with malice, knowing the falsity of his actions, in reckless disregard of
26 the truth, such that DDFI is entitled to and hereby requests punitive damages.

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1 33. DDFI is informed and believes, and thereon alleges, that if not enjoined
2 by this Court, Cross-Defendant will continue to defame DDFI, which will cause great and
3 irreparable injury in that DDFI will continue to suffer damage to its business reputation and
4 established goodwill with its franchisees, vendors, banking institutions and the general public.
5 DDFI has no adequate remedy at law for the injuries being suffered in that a judgment for
6 money damages will not end Cross-Defendant's dissemination of false and defamatory
7 information about DDFI. Preliminary and permanent injunctive relief, therefore, should be
8 ordered enjoining Cross-Defendant from continuing to publish false and defamatory
9 information about DDFI.

10 **FOURTH CAUSE OF ACTION**

11 **(Intentional Interference with Contract by DDFI against Cross-Defendant and Roes 1-20)**

12 34. DDFI hereby incorporates by reference paragraphs 1 through 33,
13 hereinabove, as if set forth in full herein.

14 35. Over the past 11 years, DDFI has entered into written franchise
15 agreements with various franchisees of the Deli Delicious brand.

16 36. DDFI is informed, believes and thereon alleges that Cross-Defendant
17 knew of the contracts between DDFI and its franchisees by virtue of his employment with
18 DDFI.

19 37. DDFI is informed and believes, and thereon alleges, that Cross-
20 Defendant intended to disrupt and did in fact intentionally interfere with DDFI's contracts with
21 its franchisees by publishing a series of false and defamatory communications indicating that
22 DDFI (1) is unable to support the needs of franchisees; (2) does not provide adequate
23 marketing efforts to franchisees, describing those efforts as "anemic and sophomoric;" (3) has
24 unqualified leadership that is sailing a "rudderless ship;" (4) has officers in place with no prior
25 experience of running a franchise; (5) has taken loans from franchisees; and (6) is cheating its
26 franchisees by requiring them to purchase through approved vendors. DDFI is further informed
27 and believes, and thereon alleges, that Cross-Defendant has interfered with these contractual

1 relations by misappropriating DDFI's confidential and trade secret information and sharing it
2 was various DDFI franchisees as an alleged consultant to those franchisees.

3 38. Cross-Defendant's conduct has interfered with and prevented
4 performance of DDFI's franchise agreements with its franchisees and/or made performance
5 more difficult, causing DDFI to suffer damages in an amount to be proven at trial but in excess
6 of this Court's jurisdictional minimum.

7 39. At all times herein mentioned Cross-Defendant, in doing the things
8 described herein, acted with malice, knowing the falsity of his actions, in reckless disregard of
9 the truth, such that DDFI is entitled to and hereby requests punitive damages.

10 **FIFTH CAUSE OF ACTION**

11 **(Negligent Interference with Contract by DDFI against Cross-Defendant and Roes 1-20)**

12 33. DDFI hereby incorporates by reference paragraphs 1 through 38,
13 hereinabove, as if set forth in full herein.

14 40. Over the past 11 years, DDFI has entered into written franchise
15 agreements with various franchisees of the Deli Delicious brand.

16 41. DDFI is informed and believes, and thereon alleges, that Defendant
17 knew of the contracts between DDFI and its franchisees by virtue of his employment with
18 DDFI.

19 42. DDFI is informed and believes, and thereon alleges, that Cross-
20 Defendant owed DDFI a duty of care to refrain from publishing false and defamatory
21 communications concerning DDFI, or from interfering or otherwise disrupting DDFI's
22 contracts with its franchisees based on Cross-Defendant's previous knowledge and awareness
23 of DDFI's business and business practices.

24 43. DDFI is informed and believes, and thereon alleges, that Cross-
25 Defendant breached his duty of care by disrupting and interfering with DDFI's written
26 franchise agreements with its franchisees by publishing a series of false and defamatory
27 communications indicating that DDFI (1) is unable to support the needs of franchisees; (2) does
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1 not provide adequate marketing efforts to franchisees, describing those efforts as “anemic and
2 sophomoric;” (3) has unqualified leadership that is sailing a “rudderless ship;” (4) has officers
3 in place with no prior experience of running a franchise; (5) has taken loans from franchisees;
4 and (6) is cheating its franchisees by requiring them to purchase through approved vendors.
5 DDFI is further informed and believes, and thereon alleges, that Cross-Defendant has
6 negligently interfered with these contractual relations by misappropriating DDFI’s confidential
7 and trade secret information and sharing it with various DDFI franchisees as an alleged
8 consultant to those franchisees.

9 **SIXTH CAUSE OF ACTION**

10 **(Unfair Competition [Bus. & Prof. §§17200 et seq.] by DDFI**

11 **against Cross-Defendant and Roes 1-20)**

12 44. DDFI hereby incorporates by reference paragraphs 1 through 42,
13 hereinabove, as if set forth in full herein.

14 45. California Business & Professions Code sections 17200, et seq.,
15 prohibits any unlawful, unfair or fraudulent business act.

16 46. Cross-Defendant’s acts and practices as detailed herein constitute acts of
17 unfair competition. Cross-Defendant has engaged in unlawful, unfair or fraudulent business
18 acts and/or practices within the meaning of California Business & Professions Code, section
19 17200, et seq. Cross-Defendants need only violate one of the three prongs to be held strictly
20 liable.

21 47. Cross-Defendant’s business acts and practices are unlawful in that, as set
22 forth herein, they violate California Labor Code section 2860 and California Civil Code 3426 et
23 seq., and, thus, is in violation of the unlawful prong of California’s Unfair Competition Law.

24 48. Cross-Defendant has also violated the unfair prong of California
25 Business & Professions Code, section 17200, by intentionally or negligently interfering with
26 DDFI’s contractual relations as alleged hereinabove.

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1 53. The comments and statements alleged above were false when made and
2 remain false to this day.

3 54. Mr. Nekumanesh is informed and believes, and thereon alleges, that
4 Defendant knew of the falsity of the above-described statements when made or republished, or
5 acted with reckless and/or conscious disregard for their falsity when made or republished.

6 55. Mr. Nekumanesh is further informed and believes, and thereon alleges,
7 that such statements are in fact false and communicated, published or republished by Cross-
8 Defendant with malice, ill-will, and hatred toward Mr. Nekumanesh and without any
9 reasonable grounds for believing that such statements were true.

10 56. As a proximate result of Cross-Defendant's defamatory communications,
11 Mr. Nekumanesh has suffered damages to his business and personal reputation in an amount to
12 be proven at trial but in excess of this Court's jurisdictional minimum. As a further proximate
13 result of Cross-Defendant's defamatory communications, Mr. Nekumanesh has suffered
14 emotional injuries from which compensation is sought, including without limitation, emotional
15 distress, anxiety, loss of sleep, shame, and embarrassment.

16 57. At all times herein mentioned Cross-Defendant, in doing the things
17 described herein, acted with malice, knowing the falsity of his actions, in reckless disregard of
18 the truth, such that Mr. Nekumanesh is entitled to and hereby requests punitive damages.

19 58. Mr. Nekumanesh is informed and believes, and thereon alleges, that if
20 not enjoined by this Court, Cross-Defendant will continue to defame him, which will cause
21 great and irreparable injury in that he will continue to suffer damage to his business and
22 personal reputation. Mr. Nekumanesh has no adequate remedy at law for the injuries being
23 suffered in that a judgment for money damages will not end Cross-Defendant's dissemination
24 of false and defamatory information about him. Preliminary and permanent injunctive relief,
25 therefore, should be ordered enjoining Cross-Defendant from continuing to publish false and
26 defamatory information about Mr. Nekumanesh.

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1 **WHEREFORE**, Cross-Complainant Deli Delicious Franchise, Inc. requests
2 relief from this Court on its cross-complaint as follows:

3 **First Cause of Action for Breach of Duty of Loyalty**

- 4 1. For judgment in favor of DDFI and against Cross-Defendant on the first cause
5 of action;
- 6 2. For general, specific and consequential damages in an amount to be proven at
7 trial;
- 8 3. For costs of suit herein; and
- 9 4. For such other relief as the Court deems just and proper.

10 **Second Cause of Action for Misappropriation of Trade Secrets**

- 11 1. For judgment in favor of DDFI and against Cross-Defendant on the second
12 cause of action;
- 13 2. For general, specific and consequential damages in an amount to be proven at
14 trial;
- 15 3. For an award of double damages pursuant to California Civil Code section
16 3426.3;
- 17 4. For an award of punitive damages according to proof at trial;
- 18 5. For preliminary and permanent injunctive relief enjoining Cross-Defendant from
19 further misappropriation, use, and/or disclosure of DDFI's trade secrets;
- 20 6. For an award of attorney's fees pursuant to California Civil Code section
21 3426.4;
- 22 7. For costs of suit herein; and
- 23 8. For such other relief as the Court deems just and proper.

24 **Third Cause of Action for Defamation**

- 25 1. For judgment in favor of DDFI and against Cross-Defendant on the third cause
26 of action;
- 27 2. For damages in an amount to be proven at trial;

- 1 3. For punitive damages;
- 2 4. For costs of suit herein;
- 3 5. For preliminary and permanent injunctive relief restraining and enjoining Cross-
- 4 Defendant from publishing false and/or defamatory information about DDFI, including its
- 5 officers, directors and shareholders; and
- 6 6. For other such relief as the Court deems proper.

7 **Fourth Cause of Action for Intentional Interference With Contract**

- 8 1. For judgment in favor of DDFI and against Cross-Defendant on the fourth cause
- 9 of action;
- 10 2. For damages in an amount to be proven at trial;
- 11 3. For punitive damages;
- 12 4. For costs of suit herein; and
- 13 5. For other such relief as the Court deems proper.

14 **Fifth Cause of Action for Negligent Interference With Contract**

- 15 1. For judgment in favor of DDFI and against Cross-Defendant on the fifth cause
- 16 of action;
- 17 2. For damages in an amount to be proven at trial;
- 18 3. For costs of suit herein; and
- 19 4. For other such relief as the Court deems proper.

20 **Sixth Cause of Action for Unfair Competition (Bus. & Prof. Code §17200 et seq.)**

- 21 1. For judgment in favor of DDFI and against Cross-Defendant on the sixth cause
- 22 of action;
- 23 2. For damages in an amount to be proven at trial;
- 24 3. For an order disgorging any ill-gotten gains realized by Cross-Defendant as a
- 25 result of his violation of the Unfair Competition Laws;
- 26 4. For preliminary and permanent injunctive relief restraining and enjoining
- 27 Defendant from engaging in unfair business acts and practices according to proof;
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- 5. For costs of suit herein; and
- 6. For other such relief as the Court deems proper.

Seventh Cause of Action for Defamation

- 1. For judgment in favor of Mr. Nekumanesh and against Cross-Defendant on the seventh cause of action;
- 2. For consequential and special damages in an amount to be proven at trial;
- 3. For punitive damages;
- 4. For costs of suit herein;
- 5. For preliminary and permanent injunctive relief restraining and enjoining Cross-Defendant from publishing false and/or defamatory information about Mr. Nekumanesh; and
- 6. For other such relief as the Court deems proper.

Dated: September 27, 2019

DOWLING AARON INCORPORATED

By: 
WILLIAM H. LITTLEWOOD
Attorneys for Defendant/Cross-Complainant
DELI DELICIOUS FRANCHISE, INC.

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PROOF OF SERVICE

STATE OF CALIFORNIA)
) **SS**
COUNTY OF FRESNO)

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen (18) years and not a party to the within-entitled action. My business address is Dowling Aaron Incorporated, 8080 N. Palm Avenue, Third Floor, Fresno, California 93711. On September 27, 2019, I served true and correct copies of the following document(s):

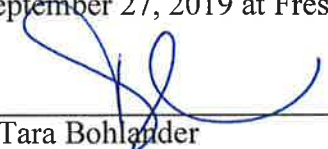
DEFENDANTS/CROSS-COMPLAINANTS DELI DELICIOUS FRANCHISE, INC.'S AND ALI NEKUMANESH'S CROSS-COMPLAINT AGAINST TIM CAMPBELL

- BY FAX:** By transmitting via facsimile transmission the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m.
- BY HAND:** By personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.
- BY MAIL:** By placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Fresno, California, addressed as set forth below.
- BY E-MAIL at the e- address indicated below.**
- BY OVERNIGHT COURIER:** By causing the document(s) listed above to be picked up by an overnight courier service company for delivery to the address(es) listed below on the next business day.

Mike Chappars, Esq.
Law Office of Mike Chappars
1416 Clovis Avenue, Suite 206
Clovis, CA 93612

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on September 27, 2019 at Fresno, California.



Tara Bohlander