BEFORE THE
EMPLOYEE RELATIONS COMMISSION
COUNTY OF LOS ANGELES

In the Matter of: ASSOCIATION FOR LOS ANGELES DEPUTY SHERIFFS, Charging Party, and COUNTY OF LOS ANGELES; COUNTY OF LOS ANGELES OCCUPATIONAL HEALTH PROGRAM; LOS ANGELES COUNTY SHERIFF'S DEPARTMENT, Respondent.	UFC No. 036-13

HEARING OFFICER'S REPORT

On September 9, 2013, the Association for Los Angeles Deputy Sheriffs (Charging Party or Union) filed an unfair employee relations practices charge (Charge), alleging that the County of Los Angeles, the County of Los Angeles Occupational Health Program, and the Los Angeles County Sheriff's Department (County, OHP, and Department, respectively, and collectively referred to as Respondents) engaged in conduct violative of Section 12, subsections (a)(1) and (3) of the Employee Relations Ordinance (ERO), Ordinance No. 9646.[1]

On November 7, 2016, Respondents filed a Motion to Dismiss Plaintiff's Complaint (Motion), seeking dismissal of the Charge on the grounds that the Commission lacks jurisdiction and that the ERO was preempted by the California Constitution, the County

[1] Section 12 is codified in County Code section 5.04.240. Further references to the ERO are to the codified provisions.

Charter, and County Civil Service Rules. On January 6, 2017, the Hearing Officer informed the parties that the Motion will be addressed at the hearing, after the parties had an opportunity to present facts necessary for resolution of the Motion.

The matter regularly came for hearing before Samuel D. Reyes, Hearing Officer, on May 18, 2017, in Los Angeles, California.

Elizabeth Gibbons, Attorney at Law, represented Charging Party.

Avi Burkwitz, Attorney at Law, represented Respondents.

Charging Party charges that Respondents violated Section 12, subsections (a)(1) and (3) of the ERO, County Code section 5.04.240, subdivisions (A)(1) and (A)(3), by unilaterally and without bargaining with the Union adding requirements for deputy sheriffs to obtain and maintain their skill bonus pay as bus drivers, which requirements are more medically intrusive and restrictive than requirements applicable under California and federal law. Respondents deny they have engaged in any unfair employee relations practice and seek dismissal of the Charge. Initially, Respondents argue the Charge is untimely because the Union filed it more than 180 days after it knew or should have known about any changes made by the County. Moreover, Respondents contend, the only change at issue is the setting of medical standards, a subject within the purview of the Director of Personnel and the Civil Service Commission, and which is outside of the scope of bargaining.

Oral and documentary evidence was received at the hearing. The record was left open for the parties to file closing briefs. Both parties submitted closing argument on June 26, 2017. The matter was submitted for decision on June 26, 2017.

FINDINGS OF FACT[2]

1. The Union represents Department employees, Sheriffs deputies, in the Transportation Bureau (TST). The deputies supervise and transport inmates in the County's facilities. They drive buses that are 40- to 45-feet long, and which typically carry between 18 to 80 inmates at a time.

2. In order to transport inmates from their holding facilities to and from court, deputies are required to hold a commercial motor vehicle (Class A or B) driver's license. In accordance with federal law, 49 Code of Federal Regulations (CFR) 391.41, the California Department of Motor Vehicles (DMV) requires a certification of fitness from a qualified health care professional before a Class A or B license is issued. Deputies who have a Class A or B license and who work as drivers receive a $25 skill pay supplement.

3. The requirements for physical examinations are contained in DMV Form DL-51, entitled "Medical Examination Report for Commercial Driver Fitness Determination." The form contains a health history questionnaire for the driver to complete and for the physician or other examiner to review with the driver. DMV Form DL-51 lists the 12 body systems that must be examined for abnormalities. The form has specific areas where additional details and numerical values are required, namely, vision, hearing, blood pressure/pulse rate, and laboratory and other test findings (urinalysis is required). The form includes the text of 49 CFR 391.41 and references to advisory criteria issued by the Federal Motor Carrier Safety Administration

[2] The facts are largely undisputed. Charging Party called three witnesses: former Union officer Floyd Hayhurst (Hayhurst) and two deputies, A.A. and C.B. (initials are being used to protect the privacy of the deputies who discussed private medical information at the hearing). Respondent called OHP senior physician Kenichi Carrigan, M.D. (Carrigan)

regarding various conditions to aid the medical examiner in determining whether the driver meets the physical qualifications for driving commercial vehicles. The physician or other examiner is required to certify whether the driver meets the requirements of 49 CFR 391.41. The certification is good for two years, but the examiner may require more frequent examination if warranted by an existing condition.

4. OHP is a County unit responsible for oversight of compliance with medical requirements and for oversight of contract clinics which conduct medical examinations for County employees. Examinations at OHP-contracted clinics are performed at no cost to the individuals. Many of the examinations are pre-employment physical examinations or other fitness-for-duty examinations. Some are required by the California Division of Occupational Safety and Health (CalOSHA). OHP-contracted clinics also conduct physical examinations required by other agencies, such as the DMV. Neither OHP nor its contracted clinics provide medical treatment to the employees or prospective employees.

5. Effective January 1, 2013, OHP implemented new countywide guidelines for employee medical testing, including guidelines for commercial driver's license medical examinations. The new guidelines included a new Drivers Supplemental Questionnaire (Questionnaire) which required more health information detail and involved greater physical examination than required in DMV Form DL-51.

6. The Questionnaire and associated physical examination procedures were created by OHP Medical Director Robert Goldberg, M.D., in consultation with other OHP physicians and County risk management personnel. As established by the uncontradicted testimony of Dr. Carrigan, OHP physicians concluded that the questions contained in DMV Form DL-51 were

inadequate to obtain the information required to fully assess employees' fitness to drive commercial vehicles.

7. County employees are not required to use OHP to obtain the certification required by DMV as part of the Class A and B driver's license certification process. However, the January 1, 2013 Guidelines contain the following language: "[Note: We strongly recommend that these medical examinations be done by our contractor physicians rather than the employee's personal health care provider.]" (Exh. 6, at p. 9; brackets in original.)

8. As part of its mandate to evaluate the continuing fitness for duty of County employees, OHP may require employees to provide medical records and/or a fitness certification from their private physicians who perform the Class A/B license physical examination and issue the requisite certification. Failure to provide requested information may lead to work restrictions.

9. Deputy A.A. has been a driver in the TST since December 2011. He underwent a physical examination in one of the OHP-contracted clinics in January 2012. Because of his sleep apnea condition, A.A. was only medically approved to drive for a three-month period, subject to undergoing additional physical examination and providing additional medical information about his condition. The period of medical clearance was subsequently extended to one year.

10. On March 8, 2013, Deputy A.A. was required asked to sign a "Work Agreement" committing himself to use his CPAP (continuous positive airway pressure) machine at least four hours during his sleep hours. Failure to do so would subject him to an immediate work restriction preventing him from driving a commercial vehicle. To verify compliance with the

four-hour requirement, Deputy A.A. was required to agree to allow periodic CPAP compliance check by OHP.

11. Deputy C.B. has been a deputy in TST since June 2003 and has worked as a driver since 2005. In 2004, he underwent his first physical examination at an OHP-contracted clinic for certification as a commercial driver. A certificate was not issued due to likely sleep apnea, and Deputy C.B. thereafter underwent diagnosis and treatment for the condition. In 2005, upon his return to the OHP-contracted clinic, he was issued a one-year certification. Starting in 2006, Deputy C.B. received the standard two-year clearance following free-of-charge examinations at OHP-contracted clinics. As part of the certification process, Deputy C.B. was required to provide documentation from his personal physician that the sleep apnea treatment was working. There is no evidence that Deputy C.B. has been involved in any accidents or had any other problems driving buses for the Department.

12. In December 2012, Deputy C.B. was required to complete the Questionnaire as part of the physical examination at the clinic. Deputy C.B. declined to complete the Questionnaire, and was given a three-month temporary medical certificate.

13. After the examination, Deputy C.B. received a letter dated January 23, 2013, from Rima Avanesians (Avanesians), OHP Program Monitor, which stated, in part: "On your recent [DMV] examination dated December 26, 2012, you indicated that you have been diagnosed with obstructive sleep apnea and treated with CPAP machine. Sleep apnea can cause significant interruptions of sleep and is a significant risk factor for motor vehicle accidents. This can occur even if you are not aware of these sleep interruptions. Because of the safety concerns for commercial driving, we must conduct further evaluation of your condition. To

expedite this evaluation and comply with the DMV guidelines (enclosed), we require that you complete the following: [¶] 1. Submit a copy of your most recent sleep study to our office. [¶] 2. If your sleep study recommends treatment with CPAP, you must obtain a CPAP machine which has the capacity to keep a running count of 4-hour time-on-pressure 'sessions' . . . . [¶] 3. You must use the CPAP machine for at least one un-interrupted 4-hour sleep session every night. . . .[¶] 4. After you have used the machine per (3) above for at least a two week period, please see your durable medical equipment supplier or sleep specialist for a compliance check. [¶] 5. Please have your durable equipment supplier of sleep specialist send us . . . [¶] a. Your machine's make, name, & serial number. [¶] b. The date the machine was dispensed to you[.] [¶] c. Compliance report. . . ." Exh. 8, at p. 1.) Deputy C.B. was requested to provide the information by March 26, 2013.

14. Deputy C.B. had not been previously required to comply with the specific requests set forth in items one through five in the January 23, 2013 letter.

15. Deputy C.B. reported the change to the Union at some point before March 1, 2013, and sought advice on handling the matter.

16. In response to the January 23, 2013 letter, Deputy C.B. submitted a March 1, 2013 letter from his personal physician. The letter stated, in part: "Patient is compliant with his treatment and has no excessive sleepiness. Continue CPAP 15cm. [H]e has no restrictions to his activities." (Exh. 9.) OHP deemed the letter insufficient for it to determine the severity of Deputy C.B.'s sleep apnea and continued to insist on receiving information for its evaluation.

17. By letter dated April 4, 2013, Avanesians informed Deputy C.B. that OHP had not received a copy of the sleep study result or compliance report and was unable to determine

whether it was safe for him to operate commercial vehicles. As a result, "we must inform your department of the following restriction: [¶] No driving vehicles requiring Class A/B commercial driver's license. [¶] If you wish to have this restriction reconsidered, please submit the information requested in our previous correspondence. Please note that [DMV] examinations from private doctors or contract physicians are not accepted in lieu of our requirement and will not result in removal of your restriction. [¶] The department will also review the work restriction, and if they determine it will be difficult to accommodate, they will conduct an interactive meeting with you to discuss the details. [¶] Under Civil Service Rule 9.06, if the department is unable to accommodate you and you have any new or additional medical evidence which suggests that our decision was in error, you may ask for a review of this ruling . . . ." (Exh. 10.)

18. On June 19, 2013, the Department assigned Deputy C.B. to a "temporary work hardening assignment that is compatible with [his] limitations," namely, as a security deputy. (Exh. 13, at p. 1.). He occasionally drives a small van for which only a Class C license is required. He has lost opportunities to bid on better driver assignments.

19. Deputy C.B. filed a grievance challenging his reassignment. The grievance was denied. On August 13, 2013, the Department wrote to Deputy C.B. that the proper forum to appeal the work restriction was to OHP through Civil Service Rule 9.06.

20. Neither the County, nor the Department, nor the OHP provided the Union with notice before implementation of the January 1, 2013 countywide guidelines for employee medical testing and related physical examination procedures.

21. On March 22, 2013, and again on March 25, 2013, Union Executive Director Steve Remige (Remige) demanded that the Department cease its implementation of the new physical examination procedures.

22. In a June 26, 2013 letter, Lieutenant Daniel V. Lopez (Lopez), Department Employee Relations, provided information about the Questionnaire. Lieutenant Lopez informed Remige that OHP had crafted a driver supplemental questionnaire in September 2012. Lieutenant Lopez noted that the questionnaire was more detailed than the standard DMV Form DL-51, and was intended by OHP to ensure a thorough evaluation of a driver's fitness to operate a commercial vehicle. The questionnaire was consistent with Federal Department of Transportation rules which allow employers to adopt more comprehensive medical guidelines than the federal minimums. Employees who object to the supplemental questionnaire may opt to obtain the DMV certification from their private physicians. Lieutenant Lopez enclosed materials regarding implementation of the Questionnaire.

23. The Union filed the Charge on September 9, 2013.

DISCUSSION AND LEGAL CONCLUSIONS

1. Commission Rule 6.01 provides, in part, that an unfair practice charge "shall be deemed untimely and subject to dismissal if filed with the Commission at its office in excess of one hundred eighty (180) days following the occurrence of the alleged act or acts on which the charge is based, or the date on which the charging party knew or should have known of said conduct. This Rule (6.01) shall not be subject to the waiver requirements of Rule 6.13." Under Commission Rule 6.13, the Commission or the hearing officer may waive time requirements in Rule 6 "upon a showing of good cause."

As set forth in factual finding number 5, the new countywide guidelines for employee medical testing, which included the Questionnaire, became effective on January 1, 2013. Deputy C.B. informed the Union about the change at some point between January 23, 2013, and March 1, 2013. (Factual Finding numbers 13, 15, and 16.) Charging Party therefore knew about the change before March 1, 2013. The charge was therefore untimely because it was filed on September 9, 2013, or more than 180 days following implementation of the change and more than 180 days after Charging Party knew or should have known about the change. The Charge is therefore subject to dismissal pursuant to Commission Rule 6.01.

Charging Party argues that the charge is timely because Respondents failed to provide it with the written notice required by Government Code section 3504.5 about a matter within the scope of representation. This provision is part of the Meyers-Millias-Brown Act (MMBA), Government Code section 3500 et seq., and will be discussed in greater detail below. However, the issue whether Respondents failed to negotiate about the changes in violation of law is a separate matter from issue of whether the charge which alleges such failure is timely.

The court in the case cited by Charging Party in support of its position, *Montebello Rose Co. v. Agricultural Labor Relations Bd.* (1981) 119 Cal.App.3d 1 (*Montebello Rose*), did not require a written notice before knowledge was imputed to the union. Rather, the court noted that the statute of limitations in that case "began to run only when the union discovered, or in the exercise of reasonable diligence should have discovered, the alleged violation." (*Id.*, at p. 30.) This principle is consistent with Commission Rule 6.01. While the court in *Montebello Rose* concluded that the union did not have knowledge of the conduct that gave rise to the charge, the case is distinguishable and does not support Charging Party's position. In

Montebello Rose, the court found that the employer actively concealed its unlawful conduct and the union did not actually know, or could have reasonably known, about the violative conduct until the employer engaged in overt conduct. On the other hand, in this case Respondents openly implemented the new guidelines and Charging Party had actual knowledge.

Accordingly, the Charge is untimely and is subject to dismissal.

2. Even if it is assumed that the Charge is timely, Charging Party did not establish that Respondents engaged in conduct violative of the ERO, as set forth below.

The MMBA was enacted in 1968 for the stated purpose "to promote full communication between public employers and their employees by providing a reasonable method of resolving disputes regarding wages, hours, and other terms and conditions of employment between public employers and public employee organizations. It is also the purpose of this chapter to promote the improvement of personnel management and employer-employee relations within the various public agencies in the State of California by providing a uniform basis for recognizing the right of public employees to join organizations of their own choice and be represented by those organizations in their employment relationships with public agencies. *Nothing contained herein shall be deemed to supersede the provisions of existing state law and the charters, ordinances, and rules of local public agencies that establish and regulate a merit or civil service system or which provide for other methods of administering employer-employee relations nor is it intended that this chapter be binding upon those public agencies that provide procedures for the administration of employer-employee relations in accordance with the provisions of this chapter.* This chapter is intended, instead, to strengthen merit, civil service and other methods of administering employer-employee relations through the establishment of uniform and orderly

methods of communication between employees and the public agencies by which they are employed." (Gov. Code, § 3500, subd. (a) emphasis added.)

As pertinent to the matters at issue in this hearing, the MMBA provides: "The scope of representation shall include all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment, except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order." (Gov. Code, § 3504.)

"Except in cases of emergency as provided in this section, the governing body of a public agency, and boards and commissions designated by law or by the governing body of a public agency, shall give reasonable written notice to each recognized employee organization affected of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the governing body or the designated boards and commissions and shall give the recognized employee organization the opportunity to meet with the governing body or the boards and commissions." (Gov. Code, § 3504.5, subd. (a).)

3. Section 3507 of the MMBA allowed public agencies to adopt reasonable rules and regulations for the administration of employer-employee relations, and the ERO was enacted in 1968 in pursuant to the provisions of the MMBA.

The provisions Charging Party alleged Respondents violated are contained in County Code section 5.04.240, subdivision (A), which provides, in pertinent part, that "It shall be an unfair employee relations practice for the county: 1. To interfere with, restrain, or coerce

employees in the exercise of the rights recognized or granted in this chapter; [¶] 3. To refuse to negotiate with representatives of certified employee organizations on negotiable matters."

County Code section 5.04.090, which defines the scope of consultation and negotiation, provides:

"A. All matters affecting employee relations, including those that are not subject to negotiations, are subject to consultation between management representatives and the duly authorized representatives of affected employee organizations. Every reasonable effort shall be made to have such consultation prior to effecting basic changes in any rule or procedure affecting employee relations.

"B. The scope of negotiation between management representatives and the representatives of certified employee organizations includes wages, hours, and other terms and conditions of employment within the employee representation unit.

"C. Negotiation shall not be required on any subject preempted by federal or state law, or by County Charter, nor shall negotiation be required on employee or employer rights as defined in Sections 5.04.070 and 5.04.080 of this chapter. Proposed amendments to this chapter are excluded from the scope of negotiation.

"D. Management representatives and representatives of certified employee organizations may, by mutual agreement, negotiate on matters of employment concerning which negotiation is neither required nor prohibited by this chapter."

One of the exclusions referenced in County Code section 5.04.090, subdivision (C), County Code section 5.04.080, which contains employer rights, states: "It is the exclusive right of the county to determine the mission of each of its constituent departments, boards and

commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the county to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, and determine the methods, means and personnel by which the county's operations are to be conducted; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment."

4. The Charge states that Respondents engaged in unfair employee relations practices because they "unilaterally and without negotiating with the [Union], added additional requirements for deputy sheriffs to obtain and maintain their skill bonus pay as commercial bus drivers for the Sheriff's Department, that are more medically intrusive and restrictive than the medical requirements set by applicable California and federal law." Charging Party argues that Respondents changed work rules related to bus drivers' medical certification procedures, a change which significantly affects the wages, hours, and working conditions of the employees and which, therefore, are subject to pre-implementation negotiation.

Respondents counter that under the Los Angeles County Charter (Charter) the Director of Personnel is responsible for the general supervision over and enforcement of the rules and procedures of the County's personnel system. (L.A. County Charter, § 22¾.) The Charter created a civil service system that is administered by the Director of Personnel and that has the Civil Service Commission as its appellate body. (L.A. County Charter, §§ 30, 31, 32, and 34.)

Civil Service Rule 9 addresses medical standards for County employment. Civil Service Rule 9.01 provides that "The director of personnel, shall establish medical standards for county employment, and shall specify the physical category of each classification in order to: [¶] A. Ensure that proper consideration is given to the relationship between each person's health status and the physical, psychological and environmental demands of the duties such person is to perform; and [¶] B. Select employees who can be expected to remain in a state of good health for a reasonable period of service, consistent with the economics of the retirement, sick leave, and other employee benefit programs."

Under Rule 9.06, subdivision (A), "An applicant or an employee who has been disqualified due to failure to meet the medical standards may request a review of the case. The applicant shall be entitled to present new or additional medical evidence related to the case at any time his/her name is on an active eligible list. [¶] B. The director of personnel, upon receipt of such request, shall designate a physician to review the case. Such physician, after review of the case in light of the purpose of medical standards as stated in Rule 9.01, shall report the findings to the director of personnel. The director of personnel shall decide on the applicant's medical qualification and notify the applicant of the decision."

5. Respondents chiefly rely on *American Federation of State, County, and Municipal Employees, Local 119 v. County of Los Angeles (American Federation)* (1975) 49 Cal.App.3d 356, in support of their position. In *American Federation*, the court was faced with a similar dispute involving a request to bargain over the establishment of job classifications. The director of personnel in that case, the Director of Personnel for the County, conducted a classification study and submitted it to the County of Los Angeles Civil Service Commission

(Civil Service Commission) for its review. The Civil Service Commission shared the study with the union, but did not engage in negotiations before changing several job classifications. After referring to the language of the MMBA highlighter above, the court noted that the statute did not supersede existing charter and ERO provisions governing job specifications. The court went on to conclude that the County Charter and the ERO both preempted the subject of job classifications to the Civil Service Commission. County Code section 5.04.090, subdivision (C), specifically removed from negotiation subjects preempted by the County Charter or employer rights. Under the County Charter, the Civil Service Commission administered the civil service system and had enacted a rule to govern job classifications.

Analogously, as authorized by the County Charter, the Civil Service Commission has enacted a rule governing medical standards for County employment. Civil Service Rule 9 vests the Director of Personnel with the authority to establish medical standards for County employment with appeal rights to the Civil Service Commission. Therefore, in accordance with the provisions of Government Code section 3500, subdivision (a), County Code section 5.04.090, subdivision (C), and the holding of *American Federation*, the establishment of medical standards for County employment is preempted for the Director of Personnel and the Civil Service Commission. Therefore, the Respondents are not required to negotiate with Charging Party regarding implementation of the medical standards.

6. While the language of Government Code section 3500, subdivision (a), and the holding of *American Federation* make clear that county charters and local ordinances enacted pursuant to the MMBA control in case of conflict, the Supreme Court directs that both schemes should be harmonized whenever possible. (*Building Materials & Construction Teamsters*

Union v. Farrell (1986) 41 Cal.3d 651, 667.) Such harmonization is possible in this case. The establishment of medical standards falls within the "merits, necessity, or organization of any service or activity" exclusion from bargaining contained in Government Code section 3504, as such activity is analogous to the type of general managerial policy decisions found by courts to fall outside the duty to negotiate before implementation. (See, e.g., *Claremont Police Officers Assn. v. City of Claremont* (2006) 39 Cal.4th 623 (*Claremont Police Officers Assn.*) [implementation of a racial profiling study that involved additional duties for the officers]; *San Jose Peace Officer's Assn. v. City of San Jose* (1978) 78 Cal.App.3d 935 [changing the policy regarding a police officer's use of deadly force].

7. County Code section 5.04.090, subdivision (A), nevertheless provides that matters affecting employee relations, including those that are not subject to negotiations, are subject to consultation between management representatives and the duly authorized representatives of affected employee organizations. The County met its obligation under this provision when Sheriff's Department representatives provided details about the changes. (Factual Finding numbers 21 and 22.)

8. The County may be required to bargain about the effects of the new medical standards. (*American Federation, supra,* 49 Cal.App.3d 356, at p. 364; *see, also, Claremont Police Officers Assn., supra,* 39 Cal.4th 623, at pp. 634-635.) However, the Charge does not specifically allege that Respondents failed to negotiate about the effects of the new standards, and the evidence presented at the hearing is unclear about the effects. Thus, while the potential loss of income exists, no evidence was presented at the hearing to establish that any deputy had lost his or her skill pay following the change in the medical standards. Despite conflicting

signals, the deputies still appear to retain the option to pay for their private examinations or to utilize OHP-contracted clinics. Before the change in standards, employees were required to provide information about pertinent medical conditions and were subject to work restrictions if unable to meet job-related fitness requirements.

9. By reason of the foregoing Findings of Fact and Discussion and Legal Conclusions, it is concluded that Respondents did not violate County Code section 5.04.240, subdivision (A)(1) or (A)(3).

RECOMMENDATION

It is respectfully recommended that the Commission adopt the Findings of Fact, Discussion and Conclusions and dismiss the Charge.

DATE: 7/25/17

Samuel D. Reyes
Hearing Officer

PROOF OF SERVICE BY MAIL

I, Rose Henderson declare under penalty of perjury as follows:

On July 25, 2017, I personally served the HEARING OFFICER'S REPORT in the matter of UFC 036-13 on the parties listed below by placing a true copy thereof in a sealed envelope for collection and mailing in the Los Angeles County Kenneth Hahn Hall of Administration Mail Room addressed as follows:

Elizabeth Gibbons, Esq. Green & Shinee 16055 Ventura Blvd. #1000 Encino, CA 91436	Gregory P. Nelson, Captain Los Angeles County Sheriff's Dept. 211 W. Temple Street Los Angeles, CA 90012
Avi Burkwitz, Esq. Natalie U. Luongo, Esq. Peterson Bradford Burkwitz 100 North First Street, Suite 300 Burbank, CA 91502	Mahdi A. Mohamed Advocacy Unit-LASD 4900 S. Eastern Ave., Suite 101 Commerce, CA 90040
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It is the practice of said mail room to place such correspondence with postage thereon fully prepaid in the United States Postal Service the same day they are received in the mail room.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on July 25, 2017 at Los Angeles, California.

Rose Henderson

Rose Henderson