

USDC SCAN INDEX SHEET



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3:05-CV-00651 HUBBARD V. CSK AUTO INC

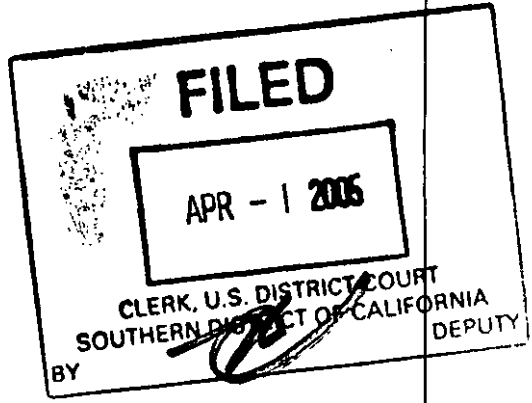
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\*CMP.\*

ORIGINAL

LYNN HUBBARD, III, SBN 69773  
SCOTTLYNN J HUBBARD, IV, SBN 212970  
LAW OFFICES OF LYNN HUBBARD  
12 WILLIAMSBURG LANE  
CHICO, CA. 95926  
(530) 895-3252

Attorney for Plaintiffs



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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

LYNN J. AND BARBARA J.  
HUBBARD

Plaintiffs,

vs.

CSK AUTO, INC. dba KRAGEN  
AUTO PARTS; GEORGE A  
NAJOR AND AMIRA NAJOR;  
MASHE SHERME, LLC.

Defendants,

No. '05 CV 0651 J (NLS)

Plaintiffs' Complaint

Hubbards v. Kragen  
Plaintiffs' Complaint

CR

1 I. SUMMARY

2 1. This is a civil rights action by plaintiffs LYNN J. AND  
3 BARBARA J. HUBBARD (“the Hubbards”) for discrimination at the  
4 building, structure, facility, complex, property, land, development, and/or  
5 surrounding business complex known as:

6 Kragen Auto Parts  
7 101 S. Mollison  
8 El Cajon, CA 92020  
9 (hereafter “the Store”)

10 2. The Hubbards seek exemplary damages, injunctive and  
11 declaratory relief, attorney fees and costs, against CSK Auto, Inc. dba  
12 Kragen Auto Parts; George A Najor and Amira Najor; Mashe Sherme, LLC  
13 (collectively “Kragen”) pursuant to the Americans with Disabilities Act of  
14 1990,(42 U.S.C. §§ 12101 et seq.), and related California statutes.

15 II. JURISDICTION

16 3. This Court has original jurisdiction under 28 U.S.C. §§ 1331  
17 and 1343 for ADA claims.

18 4. Supplemental jurisdiction for claims brought under parallel  
19 California law—arising from the same nucleus of operative facts—is  
20 predicated on 28 U.S.C. § 1367.

21 5. The Hubbards' claims are authorized by 28 U.S.C. §§ 2201 and  
22 2202.

23 III. VENUE

24 6. All actions complained of herein take place within the  
25 jurisdiction of the United States District Court, Southern District of  
26 California, and venue is invoked pursuant to 28 U.S.C. § 1391(b), (c).

1 IV. PARTIES

2 7. Kragen owns, operates, or leases the Store, and consists of a  
3 person (or persons), firm, or corporation.

4 8. The Hubbards have multiple conditions that affect one or more  
5 major life functions Plaintiffs require the use of motorized wheelchairs and  
6 a mobility-equipped vehicle, when traveling about in public. Consequently,  
7 the Hubbards are "physically disabled," as defined by all applicable  
8 California and United States laws, and a member of the public whose rights  
9 are protected by these laws.

10 V. FACTS

11 9. The Store is a sales or retail establishment, open to the public,  
12 which is intended for nonresidential use and whose operation affects  
13 commerce.

14 10. The Hubbards visited the Store and encountered barriers (both  
15 physical and intangible) that interfered with—if not outright denied—their  
16 ability to use and enjoy the goods, services, privileges, and accommodations  
17 offered at the facility. To the extent known by the Hubbards, attached as  
18 Exhibit A to this complaint is a true and accurate list (with photos) of  
19 barriers that denied their access at the Store.

20 11. Notwithstanding that visit, the Hubbards were also deterred  
21 from visiting the Store on approximately four occasions (as of the filing of  
22 this complaint), because they knew that the Store's goods, services,  
23 facilities, privileges, advantages, and accommodations at the store were  
24 unavailable to physically disabled patrons (such as themselves). They still  
25 refuse to visit the Store because of the future threats of injury created by  
26 these barriers.



1 accommodations of The Store during each visit and each incident of  
2 deterrence.

3 Failure to Remove Architectural Barriers in an Existing Facility

4 17. The ADA specifically prohibits failing to remove architectural  
5 barriers, which are structural in nature, in existing facilities where such  
6 removal is readily achievable. 42 U.S.C. § 12182(b)(2)(A)(iv). The term  
7 “readily achievable” is defined as “easily accomplishable and able to be  
8 carried out without much difficulty or expense.” *Id.* § 12181(9).

9 18. When an entity can demonstrate that removal of a barrier is not  
10 readily achievable, a failure to make goods, services, facilities, or  
11 accommodations available through alternative methods is also specifically  
12 prohibited if these methods are readily achievable. *Id.* § 12182(b)(2)(A)(v).

13 19. Here, the Hubbards allege that Kragen can easily remove the  
14 architectural barriers at the Store without much difficulty or expense, and  
15 that Kragen violated the ADA by failing to remove those barriers, when it  
16 was readily achievable to do so.

17 20. In the alternative, if it was not “readily achievable” for Kragen  
18 to remove the Store’s barriers, then Kragen violated the ADA by failing to  
19 make the required services available through alternative methods, which are  
20 readily achievable.

21 Failure to Design and Construct an Accessible Facility

22 21. On information and belief, the Store was designed or  
23 constructed (or both) after January 26, 1992—independently triggering  
24 access requirements under Title III of the ADA.

25 22. The ADA also prohibits designing and constructing facilities  
26 for first occupancy after January 26, 1993, that aren’t readily accessible to,  
27

1 and usable by, individuals with disabilities when it was structurally  
2 practicable to do so. 42 U.S.C. § 12183(a)(1).

3 23. Here, Kragen violated the ADA by designing or constructing  
4 (or both) the Store in a manner that was not readily accessible to the  
5 physically disabled public—including the Hubbards—when it was  
6 structurally practical to do so.<sup>1</sup>

7 Failure to Make an Altered Facility Accessible

8 24. On information and belief, the Store was modified after  
9 January 26, 1992, independently triggering access requirements under the  
10 ADA.

11 25. The ADA also requires that facilities altered in a manner that  
12 affects (or could affect) its usability must be made readily accessible to  
13 individuals with disabilities to the maximum extent feasible. 42 U.S.C. §  
14 12183(a)(2). Altering an area that contains a facility's primary function also  
15 requires adding making the paths of travel, bathrooms, telephones, and  
16 drinking fountains serving that area accessible to the maximum extent  
17 feasible. Id.

18 26. Here, Kragen altered the Store in a manner that violated the  
19 ADA and was not readily accessible to the physically disabled public—  
20 including the Hubbards—to the maximum extent feasible.

21 Failure to Modify Existing Policies and Procedures

22 27. The ADA also requires reasonable modifications in policies,  
23 practices, or procedures, when necessary to afford such goods, services,  
24 facilities, or accommodations to individuals with disabilities, unless the  
25

26  
27  
28 <sup>1</sup> Nothing within complaint should be construed as a allegation that plaintiffs is bringing this  
action as a private attorney general under either state or federal statutes.

1 entity can demonstrate that making such modifications would fundamentally  
2 alter their nature. 42 U.S.C. § 12182(b)(2)(A)(ii).

3 28. Here, Kragen violated the ADA by failing to make reasonable  
4 modifications in policies, practices, or procedures at the Store, when these  
5 modifications were necessary to afford (and would not fundamentally alter  
6 the nature of) these goods, services, facilities, or accommodations.

7 29. The Hubbards seek all relief available under the ADA (*i.e.*,  
8 injunctive relief, attorney fees, costs, legal expense) for these  
9 aforementioned violations. 42 U.S.C. § 12205.

10 30. The Hubbards also seek a finding from this Court (*i.e.*,  
11 declaratory relief) that Kragen violated the ADA in order to pursue damages  
12 under California's Unruh Civil Rights Act or Disabled Persons Act.

## 13 VII. SECOND CLAIM

### 14 **Disabled Persons Act**

15 31. The Hubbards incorporate the allegations contained in  
16 paragraphs 1 through 30 for this claim.

17 32. California Civil Code § 54 states, in part, that: Individuals with  
18 disabilities have the same right as the general public to the full and free use  
19 of the streets, sidewalks, walkways, public buildings and facilities, and  
20 other public places.

21 33. California Civil Code § 54.1 also states, in part, that:  
22 Individuals with disabilities shall be entitled to full and equal access to  
23 accommodations, facilities, telephone facilities, places of public  
24 accommodation, and other places to which the general public is invited.

25 34. Both sections specifically incorporate (by reference) an  
26 individual's rights under the ADA. See Civil Code §§ 54(c) and 54.1(d).







1 Health and Safety Code or Government Code § 4450 (or both), and that the  
2 Store was not exempt under Health and Safety Code § 19956.

3 50. Kragen's non-compliance with these requirements at the Store  
4 aggrieved (or potentially aggrieved) the Hubbards and other persons with  
5 physical disabilities. Accordingly, they seek injunctive relief and attorney  
6 fees pursuant to Health and Safety Code § 19953.

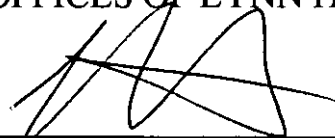
7 X. PRAYER FOR RELIEF

8 WHEREFORE, the Hubbards pray judgment against Kragen for:

- 9 1. Injunctive relief, preventive relief, or any other relief the Court deems  
10 proper.
- 11 2. Declaratory relief that Kragen violated the ADA for the purposes of  
12 Unruh Act or Disabled Persons Act damages.
- 13 3. Statutory minimum damages under either sections 52(a) or 54.3(a) of  
14 the California Civil Code (but not both) according to the proof.
- 15 4. Attorneys' fees, litigation expenses, and costs of suit.<sup>2</sup>
- 16 5. Interest at the legal rate from the date of the filing of this action.
- 17 6. Punitive damages pursuant to Civil Code § 3294.

18  
19 DATED: March 29, 2005

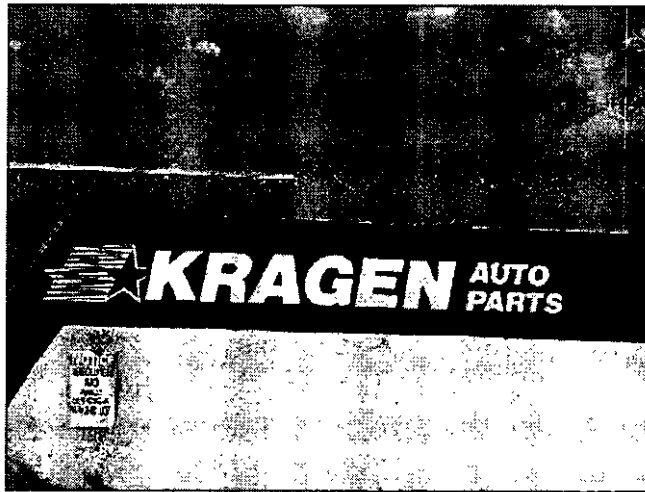
LAW OFFICES OF LYNN HUBBARD



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22 LYNN HUBBARD, III  
23 Attorney for the Hubbards  
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28 <sup>2</sup> This includes attorneys' fees under California Code of Civil Procedure § 1021.5.





**PRELIMINARY SITE ACCESSIBILITY REPORT**

*Kragen Auto Parts  
101 S. Mollison  
El Cajon, California*

KRAGEN AUTO PARTS  
101 S. Mollison  
El Cajon, CA

1129 B  
Fig 21

1. No tow away sign at vehicular driveway or accessible parking space.

***SEE PHOTO No. 1***

1129B.5

4.6.4

2. Incorrect parking signage. No separate van accessible sign.

***SEE PHOTO No. 2***

1129 B. 4.2

4.1.2 (5) (d)

3. No required van accessible parking space.

1129 B. 4.3

4. Arrangement of accessible parking spaces compels a wheelchair occupant to travel behind other vehicles.

1129 B.

4.6.3

5. No access aisle for the accessible parking space.

1129 B.4.1

4.6.3

6. Incorrect parking space/access aisle dimensions.

1129 B.5.1&2

4.6.4

7. Accessible parking space and access aisle not outlined white.

CVC 21 458(a)(3)(A)

8. Access aisle not striped in white.

1129B.4.1

Fig 11 B-18 A

9. Missing no parking painted in accessible aisle.

***SEE PHOTO Nos. 3, 4, and 5***

1102 B.2.6

4.3

DSA pg 2D&3D

10. No accessible route of travel from parking. Stop signs not painted for crossing vehicular path.

***SEE PHOTO Nos. 3, 4, and 5***

1127 B. 5.8

11. No detectable warnings.

1127 B.5.8	4.29.2	12. Detectable warning not visually contrasting, light on dark or dark on light.
1127 B.	36.304	13. No exterior route of travel from the property border.
1127 B.	4.3.2	14. No exterior route of travel from parking.
1127 B. 3		15. No exterior route of travel signs.
1117 B.5 Fig 11 B-6	4.30	16. Entrance door has no ISA.
1124 B.3	4.5.3	17. Floor mats are not attached.
1122 B. 4	4.30.7	18. This location does not have an accessible check stand.
1122 B. 4 Fig11B- 5D and F	4.32.3	19. Check in counter does not have a section 28 to 34 inches high and 36 inches wide and 24 inches deep maximum to accommodate a wheelchair occupant.
1102 B	4.3	
1114 B.1.2	4.3.3 Fig 7 (a & b)	20. No accessible route through store. At least one aisle is less than 36 inches wide.
1117 B. 5.4 1117 B. 5.1.3 1115 B. Fig 82	4.1.2 (7) (d)	21. No directional signage to the restroom. 22. Restrooms signs incorrect shape, triangle for men, circle for women.
1117 B. 5.6.3	4.1.3 (16) (a)	23. Restroom signs are not on the wall, latch side.
1117 B. 5.5.3	4.30.4	24. Restroom door sign has no ISA, wall mounted, latch side.
1117 B. 5.6.3	4.30.4	25. Restroom door signs do not have a verbal description below the ISA, latch side.
1115 B. 5	4.30.4	26. Restroom door not identified in Braille, latch side.

1117 B. 5.1.1  
1117 B. 5.6.3

4.1.2 (7) (d)

27. Restroom signs are not centered 60 inches from the floor, latch side.

1115B. 7.1.4

28. Restroom door not self closing.

1115 B. 7.1.4

4.13.9

29. Restroom door does not have flip or sliding latch.

***SEE PHOTO No. 6***

1102 B

4.3

30. Toilet tissue dispenser is an obstruction to the water closet.

1115B.9.3

31. Toilet tissue dispenser is not in front of the water closet. It is required 12 inches in front.

1115B.9.3  
Fig 11B-1-A  
1118 B.6  
11B-5D (a) and (b)

4.2.6

32. Toilet tissue dispenser is 32 inches from the water closet, out of required reach range limits.

1115B.8.1

4.17.6  
Fig 30

33. Side grab bar 35 inches from floor, not 33 inch maximum.

***SEE PHOTO Nos. 7 and 8***

4.17.3  
Fig 30

34. Second toilet tissue dispenser leading edge is 52 inches from back wall, not 36 inches maximum.

1115 B.9.3

4.16.6

35. Toilet paper dispenser does not allow for a continuous flow.

***SEE PHOTO No. 9***

1133 B.8.6.1

4.4.1

36. Toilet tissue dispenser protrudes more than 4 inches from wall.

***SEE PHOTO No. 10***



1115 B. 2.1.2.1  
Fig 11 B. -D

37. Center of lavatory 9 inches from the wall not 18 inch minimum.

1115 B. 2.1.2.1 4.27.4

38. Lavatory faucet controls require manual dexterity.

1115 B.2.1.2.1 4.27.4

39. Faucet controls require more than 5 lbs of force to activate.

***SEE PHOTO No. 11***

1115 B.2.1.2.1 4.19.2  
Fig 11 B. -D Fig 31

40. Drainpipes under lavatory 9 inches from the wall not 6 inch maximum.

1115 B. 2.1.2.2 4.19.4

41. Hot water and drainpipes are not insulated.

***SEE PHOTO No. 12***

1115 B.9.2

42. Towel dispenser operable part 56 inches from floor, not required 40 inches.

***SEE PHOTO No. 13***

1115B.9.2

43. Soap dispenser operable part 56 inches from floor, not required 40 inches.

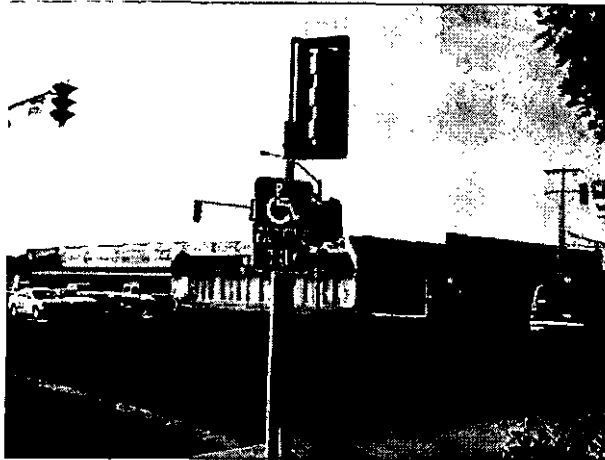
***SEE PHOTO No. 14***

**THESE VIOLATIONS WERE FOUND IN THE WOMEN'S RESTROOM. ADDITIONAL VIOLATIONS MAY BE FOUND IN THE MEN'S RESTROOM.**

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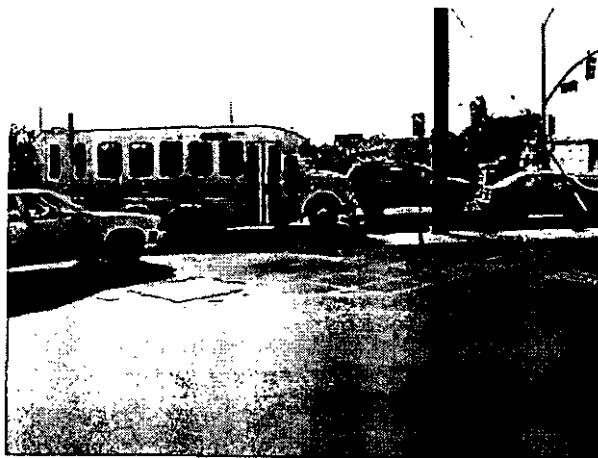
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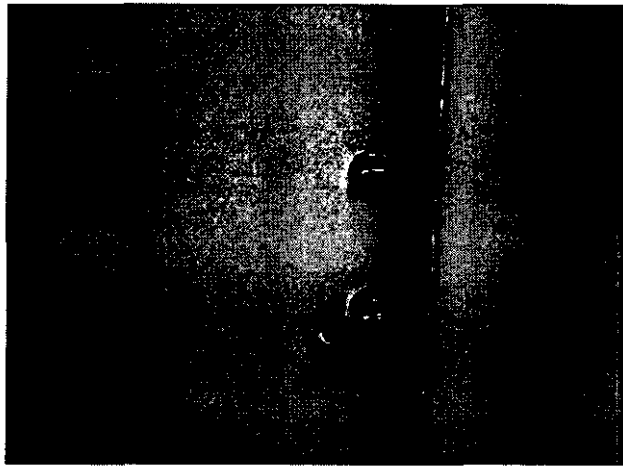
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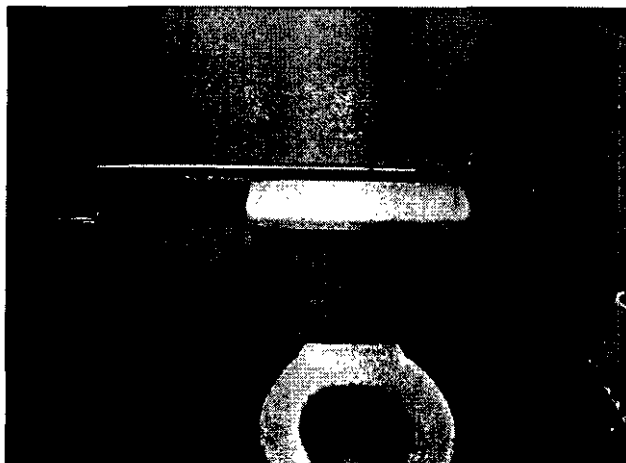
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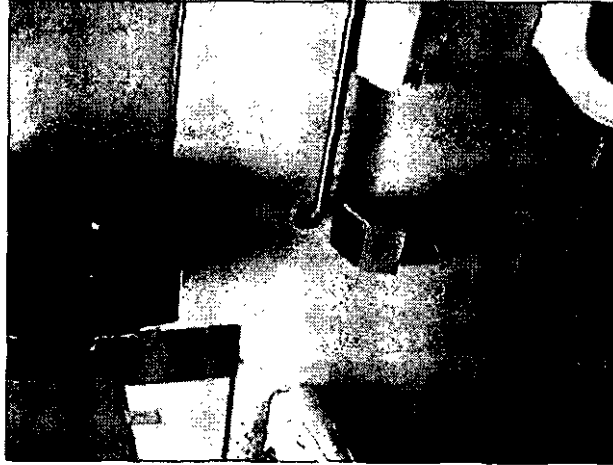
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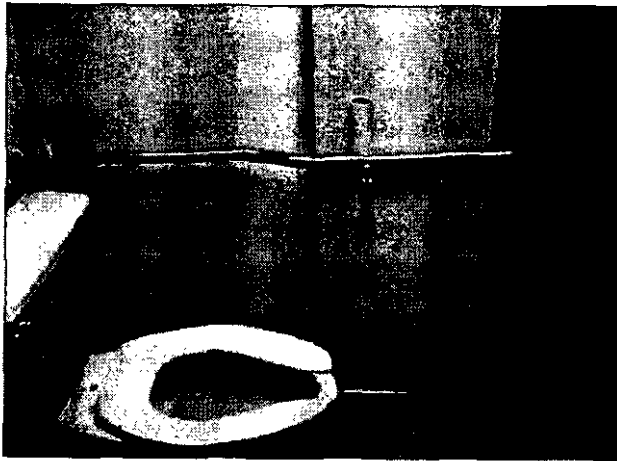
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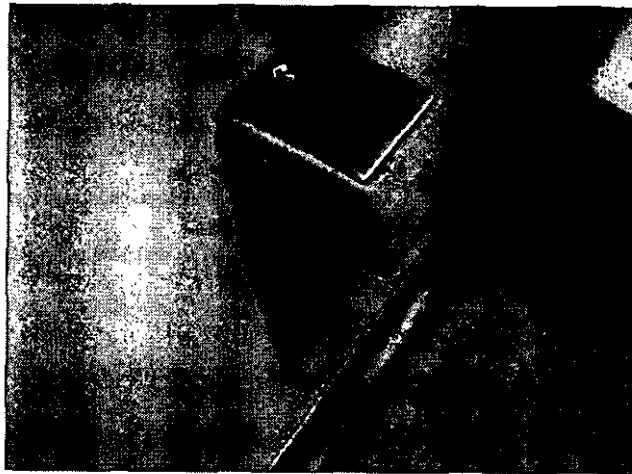
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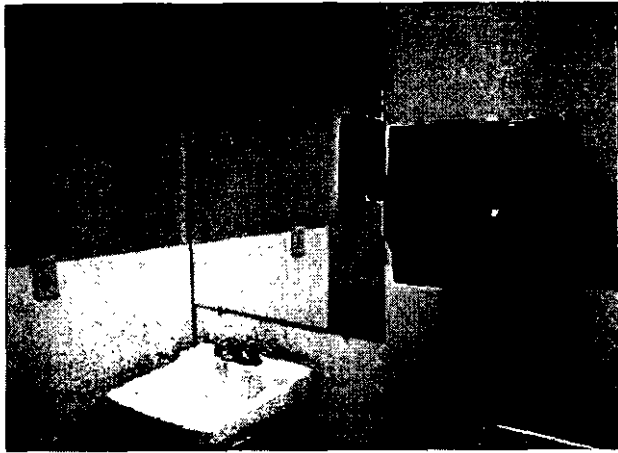
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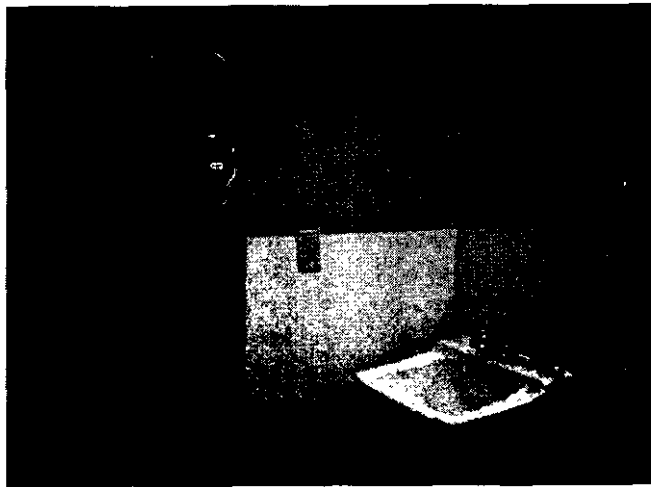
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# CIVIL COVER SHEET

**FILED**  
APR - 1 2005  
CLERK, U.S. DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA  
DEPUTY

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

### I. (a) PLAINTIFFS

LYNN J HUBBARD and BARBARA J HUBBARD

ORIGINAL

### DEFENDANTS

CSK AUTO, INC. dba KRAGEN AUTO PARTS; GEORGE A MAJOR AND AMIRA MAJOR; MASHI SHESHERA  
CLERK, U.S. DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA  
DEPUTY

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF San Diego  
(EXCEPT IN U.S. PLAINTIFF CASES)

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT \_\_\_\_\_  
(IN U.S. PLAINTIFF CASES ONLY)  
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)  
  
Lynn Hubbard, III, Esq.  
Law Offices of Lynn Hubbard, 12 Williamsburg Lane,  
Chico, CA 95926

ATTORNEYS (IF KNOWN)  
**05 CV 0651 J (NLS)**

### II. BASIS OF JURISDICTION (PLACE AN "X" IN ONE BOX ONLY)

- 1 U.S. Government Plaintiff
- 2 U.S. Government Defendant
- 3 Federal Question (U.S. Government Not a Party)
- 4 Diversity (Indicate Citizenship of Parties in Item III)

### III. CITIZENSHIP OF PRINCIPAL PARTIES (PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

### VI. ORIGIN (PLACE AN "X" IN ONE BOX ONLY)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from another district (specify)
- 6 Multidistrict Litigation
- 7 Appeal to District Judge from Magistrate Judgment

### V. NATURE OF SUIT (PLACE AN "X" IN ONE BOX ONLY)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits Stockholders' Suits <input type="checkbox"/> 180 Other Contract <input type="checkbox"/> 195 Contract Product Liability	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 990 Other Statutory Actions
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	FEDERAL TAX SUITS	
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input checked="" type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 510 Motions to Vacate Sentence <b>HABEAS CORPUS:</b> <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	

### VI. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL UNLESS DIVERSITY.)

42 U.S.C. Section 12101, et seq.  
Ongoing violations of the ADA Construction Standards

VII. REQUESTED IN COMPLAINT:  CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 **DEMAND \$** Excess \$75,000.00 **CHECK YES only if demanded in complaint: JURY DEMAND:**  YES  NO

VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE \_\_\_\_\_ DOCKET NUMBER \_\_\_\_\_

DATE: March 29, 2005 SIGNATURE OF ATTORNEY OF RECORD:

FOR OFFICE USE ONLY  
RECEIPT # 112438 AMOUNT 250.00 APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_

CR