

1 Ryan McCarl (302206)
2 John Rushing (331273)
3 Davit Avagyan (336350)
4 **RUSHING MCCARL LLP**
5 2219 Main St. No. 144
6 Santa Monica, CA 90405
7 T: (310) 896-5082
8 E: info@rushingmccarl.com
9 *Attorneys for Defendant*
10 *Armada Trucking Group Inc.*

8 **UNITED STATES DISTRICT COURT**
9 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

10 BYLINE BANK, an Illinois banking
11 corporation,

12 Plaintiff,

13 v.

14 GRIBBEN & ASSOCIATES, INC., a
15 California corporation; GRIBBEN
16 HOLDINGS, INC., a California
17 corporation; JNB TRANSPORT,
18 LLC, a California limited liability
19 company; GLORY ADVANCED
20 SOLUTIONS, INC., a California
21 corporation; TER TRANSPORT,
22 INC., a California corporation;
23 HAVANA INVESTMENT GROUP,
LLC, a California limited liability
company; THE DRA FAMILY
TRUST DATED MAY 31, 2016;
ARMADA TRUCKING GROUP

Case No.

2:24-cv-00927-FLA-RAO

District Judge: Hon. Fernando L.
Aenlle-Rocha

**Defendant Armada Trucking
Group Inc.'s Motion to Dismiss**

Complaint Filed: Feb. 2, 2024

Trial Date: Not set

Hearing Date: May 3, 2024

Hearing Time: 1:30 p.m.

Oral argument requested

1 INC., a California corporation;
2 JORGE L. BLANCO; DAVER
3 RODRIGUEZ ALVAREZ; STEVEN
4 M. GRIBBEN; ERIC OROSCO;
5 CRISTINA MORONTA; and DOES
6 1 through 50,

Defendants.

7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

**DEFENDANT ARMADA TRUCKING GROUP INC.'S NOTICE OF
MOTION TO DISMISS**

On May 3, 2024 at 1:30 p.m., or as soon as counsel may be heard, Defendant Armada Trucking Group Inc. will (and does) move under Fed. R. Civ. P. 12(b)(6) for an order dismissing Plaintiff Byline Bank's claims against Armada without leave to amend. The only claim alleged against Armada is Byline's Eighth Cause of Action for Conversion.

This motion replaces the versions Armada filed on March 28, 2024 (Dkt. No. 25) and the next day (Dkt. 26-1).¹

Armada requests oral argument. **If allowed, Armada's position will be argued by Rushing McCarl LLP Senior Attorney Davit Avagyan, who graduated from law school in the last five years.**² The motion will be heard in the United States District Court for the Central District of California, Courtroom 6B, 350 W. 1st Street, Los Angeles, CA 90012.

The grounds for this motion include these:

- I. Byline cannot state a claim for conversion of the FedEx routes its debtor conditionally reassigned to Armada. Even if FedEx

¹ The original motion was stricken on April 1, 2024, as the hearing date became obsolete once the case was reassigned.

² See Dkt. No. 28, p. 7 (Standing Order).

1 agreed to the reassignment, nonbinding contractual
2 opportunities are not property,³ and contracts where the
3 assignee must perform cannot serve as collateral under UCC
4 Article 9.⁴

5 A. Byline’s conversion claim is unintelligible because it doesn’t
6 say what a “FedEx line haul route” is or allege the terms of
7 any route contracts.

8 B. Gribben sold Armada the opportunity to offer Armada’s
9 services to FedEx, and that is all Gribben could convey.
10 Neither this opportunity nor the route contracts were
11 property,⁵ so they cannot support a conversion claim.

12 C. Gribben’s conditional reassignment of FedEx route contracts
13 to Armada did not convey any property. An at-will
14

15
16
17 ³ See, e.g., *Boehm v. Spreckels*, 183 Cal. 239, 247 (1920) (holding that at-
18 will economic opportunities — including, in *Boehm*, an opportunity to
19 take over a newspaper route — are not property rights).

20 ⁴ See Cal. Com. Code §§ 9102(1)(a), 9109(d)(6) (stating that Article 9
21 does not apply to “an assignment of a right to payment under a
22 contract to an assignee that is also obligated to perform under the
23 contract”).

24 ⁵ See *Boehm*, 183 Cal. at 247; *Lee v. Luxottica Retail N. Am., Inc.*, 65
25 Cal. App. 5th 793, 803 (2021); *Ixchel Pharma, LLC v. Biogen, Inc.*, 9
26 Cal. 5th 1130, 1146–47 (2020).

1 opportunity to offer one’s services for hire to FedEx cannot
2 be converted. Nor can interstate shipping routes.

3 D. Byline doesn’t allege that Armada can assign the route
4 contracts to Byline or that Byline is entitled to “possess”
5 them.⁶ Neither is true because the routes can only be
6 assigned with FedEx’s approval.

7 II. Byline does not have an enforceable security interest in the
8 FedEx route contracts.

9 A. The Gribben-Byline Security Agreement did not grant a
10 security interest in any FedEx routes;⁷ nor could it, since
11 these are contractual service areas rather than property.

12 B. Assuming Byline’s collateral somehow included the FedEx
13 route contracts, Gribben didn’t have any “rights in the
14 collateral” to convey, so no security interest attached.⁸

15

16

17

18

19

20 ⁶ See *Del E. Webb Corp. v. Structural Materials Co.*, 123 Cal. App. 3d 593,
21 610–11 (1981)

22 ⁷ See Compl. (ECF No. 1), ¶ 31; Ex. E (ECF No. 1-5), p. 9.

23 ⁸ See *Oxford St. Props., LLC v. Rehab. Assocs., LLC*, 206 Cal. App. 4th 296,
308 (2012).

1 C. Byline’s UCC Financing Statement also doesn’t mention
2 FedEx routes, so any interest Byline has isn’t perfected.⁹

3 D. The FedEx route contracts cannot serve as collateral under
4 Article 9 because they require the assignee (Armada) to
5 perform services for FedEx.¹⁰

6 In short, Byline fails to state a claim for relief for conversion against
7 Armada since (1) a shipping company’s contract to provide transit
8 services for FedEx is not property and cannot be the basis of a
9 conversion claim, and (2) Byline does not have an enforceable security
10 interest in the FedEx route contracts.

11 This Motion is based on this Notice of Motion, the attached brief, and
12 any further arguments that the Court may receive before or at the
13 hearing. This Motion is made following the conference of counsel under
14 Local Rule 7-3, which occurred on March 20, 2024.

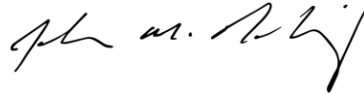
20
21
22 ⁹ See Cal. Com. Code § 9108; *Parker v. Cmty. First Bank (In re Bakersfield*
Westar Ambulance), 123 F.3d 1243, 1247–48 (9th Cir. 1997).

23 ¹⁰ See Cal. Com. Code § 9109(d)(6).

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

Dated: April 1, 2024

Respectfully submitted,



John Mayfield Rushing
(Cal. SBN 331273)



Ryan McCarl
(Cal. SBN 302206)

and Davit Avagyan (Cal. SBN 336350)

RUSHING MCCARL LLP

2219 Main St. No. 144 | Santa Monica, CA 90405

T: (310) 896-5082 | E: info@rushingmccarl.com

Attorneys for Defendant Armada Trucking Group Inc.

1 DEFENDANT ARMADA TRUCKING GROUP INC.’S MOTION TO DISMISS

2 CONTENTS

3

4 I. Introduction.....12

5 II. Relevant allegations.....15

6 III. Relevant law19

7 A. Motions to dismiss for failure to state a claim19

8 B. Conversion of a secured party’s collateral20

9 IV. Byline cannot state a claim for conversion of FedEx routes its

10 debtor conditionally reassigned to Armada. Even if FedEx

11 agreed to the reassignment, nonbinding contractual

12 opportunities can’t be converted and fall outside UCC

13 Article 9.23

14 A. Byline’s conversion claim is unintelligible because it

15 doesn’t say what a “FedEx line haul route” is or allege the

16 terms of any route contracts.25

17 B. Gribben sold Armada the opportunity to offer Armada’s

18 services to FedEx, and that is all Gribben could convey.

19 Neither this opportunity nor the route contracts were

20 property interests, and they cannot support a conversion

21 claim.26

22 1. Gribben’s conditional reassignment of FedEx route

23 contracts to Armada did not convey any property. An

at-will opportunity to offer one’s services for hire to

FedEx cannot be converted. Nor can interstate

shipping routes.27

1 2. Byline doesn't allege that Armada can assign the route
2 contracts to Byline or that Byline is entitled to
3 "possess" them. Neither is true because the routes can
4 be assigned only with FedEx's approval.32

5 C. Byline does not have an enforceable security interest in
6 the FedEx route contracts.....33

7 1. The Gribben-Byline Security Agreement did not grant
8 a security interest in "FedEx line haul routes"; nor
9 could it, since these are contractual service areas rather
10 than personal property.....35

11 2. Assuming Byline's collateral somehow included the
12 FedEx route contracts, Gribben didn't have any "rights
13 in the collateral" to convey, so no security interest
14 attached.....36

15 3. Byline's UCC Financing Statement also doesn't
16 mention "FedEx line haul routes," so any interest
17 Byline has isn't perfected.37

18 4. The FedEx route contracts cannot serve as collateral
19 under Article 9 because they require the assignee
20 (Armada) to perform services for FedEx.....39

21 V. Conclusion.....40

22

23

AUTHORITIES

Cases

Adkins v. Model Laundry Co., 92 Cal. App. 575 (1928)29

Ashcroft v. Iqbal, 556 U.S. 662 (2009)..... 19, 20

Baldwin v. Marina City Properties, Inc., 79 Cal. App. 3d 393 (1978) 20, 21

Best Carpet Values, Inc. v. Google, LLC, 90 F.4th 962 (9th Cir. 2024)15, 19, 30

Boehm v. Spreckels, 183 Cal. 239 (1920)..... 13, 29, 37

Del E. Webb Corp. v. Structural Materials Co., 123 Cal. App. 3d 593 (1981)
.....33

Farmers Ins. Exchange v. Zerín, 53 Cal. App. 4th 445 (1997).....20

First City Bank v. Webb Co. (In re Softalk Publ'g Co.), 64 B.R. 523 (B.A.P. 9th
Cir. 1986).....39

Gordon v. Hamm, 63 Cal. App. 4th 1324 (1998).....23

Growth Props. v. Lempert, 144 Cal. App. 3d 983 (1983)..... 21, 32

Ixchel Pharma, LLC v. Biogen, Inc., 9 Cal. 5th 1130 (2020) 31, 38

Korea Supply Co. v. Lockheed Martin Corp., 29 Cal. 4th 1134 (2003)30

Lee v. Luxottica Retail N. Am., Inc., 65 Cal. App. 5th 793 (2021) 30, 31

Moore v. EO Prods., No. 22-cv-07618-JST (N.D. Cal. Sept. 29, 2023)17

Olschewski v. Hudson, 87 Cal. App. 282 (1927).....29

Oxford St. Props., LLC v. Rehab. Assocs., LLC, 206 Cal. App. 4th 296 (2012).
.....36

Parker v. Cmty. First Bank (In re Bakersfield Westar Ambulance), 123 F.3d
1243 (9th Cir. 1997)..... 21, 22, 37

Whitaker v. Tesla Motors, Inc., 985 F.3d 1173 (9th Cir. 2021).....19

Statutes

Cal. Civ. Code § 654.....29

Cal. Civ. Code § 655.....29

Cal. Com. Code § 2403(4).....23

Cal. Com. Code § 9102(1)(a)22

Cal. Com. Code § 9108 14, 22, 37

Cal. Com. Code § 9109(a)(1)36

Cal. Com. Code § 9109(d)(6)..... passim

Cal. Com. Code § 9203(b)(2).....37

1 Cal. Com. Code § 9203(c)22
2 Cal. Com. Code § 9301(1).....23
3 Cal. Com. Code § 9306(2)..... 21, 23
4 Cal. Com. Code § 931523

5 **Other Authorities**

6 Merriam-Webster’s Collegiate Dictionary 1086 (11th ed. 2020).....17

7 **Rules**

8 Fed. R. Civ. P. 12(b)(6)19
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

1 **I. Introduction**

2 This lawsuit stems from shipping company Gribben & Associates’
3 failure to repay a secured loan to plaintiff Byline Bank. Before
4 defaulting, Gribben sold defendant Armada Trucking the opportunity
5 to offer itself to replace Gribben in providing shipping services for
6 FedEx along eight “FedEx Ground route assignments”;¹¹ if FedEx agreed
7 to reassign the routes to Armada, Armada would pay the debtor, then
8 begin providing services for FedEx.¹²

9 Byline contends that these shipping routes, or perhaps contracts with
10 FedEx to service the routes, are convertible property in which Byline has
11 an enforceable security interest. It argues that the routes — that is, the
12 opportunity to transport packages for FedEx if FedEx agrees — were
13 part of Byline’s collateral, so it has sued Armada for conversion.¹³ The
14 claim should be dismissed without leave to amend.

15 The Complaint doesn’t describe the “FedEx line haul routes” that
16 Byline says Armada converted, making it impossible to identify any
17 rights those route contracts create. Even so, the Complaint discloses
18 enough to establish that Byline has no conversion claim against Armada
19

20
21
22 ¹¹ Compl. Ex. H (ECF No. 1-8) (Gribben-Armada Agreement).

23 ¹² *See id.*

¹³ Conversion is the only claim alleged against Armada.

1 because the route contracts aren't convertible property interests at all,
2 and even if they were, Byline doesn't have an enforceable security
3 interest in them.

4 The Gribben-Armada agreement conditions the deal on FedEx's
5 agreement to accept Armada as an assignee,¹⁴ so Gribben didn't transfer
6 any entitlements to Armada — only a chance to take over Gribben's
7 FedEx service contracts. The Supreme Court of California has held that
8 such opportunities are not property interests,¹⁵ so they cannot support
9 conversion claims. Additionally, contracts requiring an assignee to
10 perform cannot serve as collateral under UCC Article 9.¹⁶

11 Byline doesn't allege that FedEx ever agreed to the reassignment,
12 hiring Armada to perform the local shipping services previously
13 handled by Gribben. If FedEx did agree, then any compensation
14 Armada received under that engagement would be compensation for
15
16

17
18
19 ¹⁴ See Compl. Ex. H (ECF No. 1-8), p. 1 (requiring FedEx's approval for
any assignment of Gribben's routes to Armada).

20 ¹⁵ See *Boehm v. Spreckels*, 183 Cal. 239, 247 (1920) (rejecting a contract
21 claim based on a purported sale of a newspaper route). A chance to
22 be hired by FedEx to transport packages is analogous to a chance to
be hired by a publisher to deliver newspapers.

23 ¹⁶ See Cal. Com. Code § 9106(d)(6); Part IV.C.4.

1 services Armada rendered to FedEx after the routes were reassigned —
2 not proceeds of any property owned or conveyed by Gribben.

3 Moreover, the collateral descriptions in Byline’s security agreement
4 and UCC financing statement don’t mention any FedEx routes, much
5 less describe them so they can be objectively identified.¹⁷ Byline
6 therefore never had or perfected any security interest in the routes.

7 In short, Gribben only assigned Armada a prospective contractual
8 opportunity to perform services for FedEx if FedEx agreed to allow the
9 reassignment. That opportunity isn’t property, didn’t entitle Armada to
10 anything, isn’t mentioned in Byline’s UCC financing statement, and
11 can’t serve as collateral because Article 9 excludes contracts where the
12 assignee must perform to receive payment. Byline’s conversion claim
13 should therefore be dismissed without leave to amend.

14
15
16
17
18
19
20
21
22
23

¹⁷ Cal. Com. Code § 9108 (requiring that the security agreement reasonably describe the collateral); *see* Part IV.C.3.

1 **II. Relevant allegations**

2 Plaintiff Byline Bank made a secured loan to defendants Gribben &
3 Associates, Inc. and Gribben Holdings, Inc. (collectively, “Gribben”).¹⁸
4 Gribben failed to repay the loan,¹⁹ triggering this lawsuit.

5 Without saying what a “line-haul route” is or what rights and
6 obligations such a shipping contract creates, Byline conclusorily alleges
7 that its loan’s collateral included 16 “FedEx line-haul routes,” and that
8 Byline “holds a valid and perfected security interest in” the routes.²⁰
9 However, Byline’s collateral description doesn’t mention any “FedEx
10
11
12
13
14

15
16
17 ¹⁸ See Compl. (ECF No. 1) ¶ 30 and Ex. D (ECF No. 1-4) (Loan Agreement); Compl. Ex. E (ECF No. 1-5) (Security Agreement).

18 ¹⁹ See Compl. (ECF No. 1), ¶¶ 60, 74–75.

19 ²⁰ See Compl. (ECF No. 1), ¶ 116 and Ex. A (ECF No. 1-1), p. 4 (listing
20 the sixteen routes). A complaint’s legal conclusions are not
21 considered in ruling on a motion to dismiss. See, e.g., *Best Carpet*
22 *Values, Inc. v. Google, LLC*, 90 F.4th 962, 968–69 (9th Cir. 2024)
23 (declining to take as true a plaintiff’s allegation of having “possessory
interests” in website copies and holding that those were not
property).

1 line haul routes” or routes of any kind, either in the security agreement
2 or the financing statements.²¹

3 Byline doesn’t define the phrase “FedEx line haul routes,” so we are
4 left to try to infer that information from the Complaint’s exhibits. Those
5 appear to show that the routes are contractual service areas where local
6 shipping companies transport FedEx packages between origin and
7 destination points in different cities.²² (Byline doesn’t claim to own the
8 actual streets along which Gribben transported FedEx packages.)

9 Merriam-Webster defines the relevant sense of “route” as “an assigned
10
11
12
13
14
15

16 _____

17
18 ²¹ See Compl. (ECF No. 1), ¶ 31; Ex. E (ECF No. 1-5), p. 9 (Security
19 Agreement); Ex. F (ECF No. 1-6), pp. 1, 4 (Financing Statements).
20 Byline’s collateral description — a 237-word list of broad categories
21 of personal property, later augmented with reference to tangible
22 property at two addresses — is reproduced as an appendix at the end
23 of this brief.

²² See Compl. (ECF No. 1), ¶ 24 and Ex. A (ECF No. 1-1), p. 4. See also Ex.
H (ECF No. 1-8) (Gribben-Armada agreement).

1 territory to be systematically covered,” as in the phrase “a newspaper
2 route.”²³

3 One of Byline’s exhibits shows 16 Gribben-serviced FedEx routes,
4 each having an “Origin,” “Designation” [sic], and number. This
5 confirms that the routes are contractual service areas rather than
6 tangible property or payment rights.²⁴

7
8 **Routes Currently Owned By Gribben & Associates, Inc.**
(Previously operated by Gribben & Associates in 2019)

Route Origin	Route Designation	Route Type	Route #
Rialto	Nashville (butthead)	Dedicated	147364
Rialto	Oklahoma	Dedicated	147366

9
10
11 Fig. 1 – A table referencing two of the FedEx route contracts Gribben
conditionally assigned to Armada

12
13 The Gribben-Armada transaction underlying Byline’s conversion
14 claim is described in an agreement attached to the Complaint.²⁵ The

15
16
17 ²³ *Merriam-Webster’s Collegiate Dictionary* 1086 (11th ed.); accord
18 <https://merriam-webster.com/dictionary/route> (visited Mar. 26, 2024).
19 Dictionary definitions are subject to judicial notice and may be
20 considered in ruling on a motion to dismiss. *See, e.g., Moore v. EO*
21 *Prods.*, No. 22-cv-07618-JST, at *3 (N.D. Cal. Sept. 29, 2023) (citing
cases).

22 ²⁴ *See* Compl. (ECF No. 1), ¶ 24 and Ex. A (ECF No. 1-1), p. 4. *See also* Ex.
H (ECF No. 1-8) (Gribben-Armada agreement).

23 ²⁵ *See* Compl. Ex. H (ECF No. 1-8), p. 1.

1 agreement *conditionally* “transfers 8 FedEx Ground route assignments”
2 to Armada;²⁶ the same asset is also described as a “FedEx Ground
3 contract consisting of 8 routes.”²⁷

4 The condition is crucial: FedEx had to agree to hire Armada to service
5 the routes for the sale to go through. The sale contract requires FedEx’s
6 “approval for reassignment of routes” and takes effect only if FedEx
7 Ground approves that reassignment.²⁸ Neither Byline’s Complaint nor
8 the Gribben-Armada Sale Agreement mention any payment rights or
9 other entitlements included in the FedEx route contracts, so the only
10 thing Gribben “sold” to Armada required FedEx’s approval for the
11 “sale” to occur.²⁹

12 It appears, then, that Gribben sold Armada the opportunity to
13 present itself as a substitute for Gribben who could provide shipping
14 services along those routes; FedEx could then decide whether to hire
15 Armada or some other company for that purpose. The Complaint
16 doesn’t say whether FedEx agreed to reassign the routes to Armada or
17
18

19 _____

20
21 ²⁶ Compl. Ex. H (ECF No. 1-8), p. 1.

22 ²⁷ *Id.*

23 ²⁸ *Id.*

²⁹ *See id.*

1 how FedEx compensates shipping companies like Gribben and Armada
2 for servicing the routes.

3 Because Byline claims to have a security interest in these “FedEx line
4 haul routes,” Byline contends that Gribben’s reassignment of them to
5 Armada and Armada’s subsequent refusal to “surrender” them
6 constituted conversion.³⁰ This is the only claim alleged against Armada.

7

8 **III. Relevant law**

8

9 **A. Motions to dismiss for failure to state a claim**

9

10 In ruling on a Rule 12(b)(6) motion to dismiss,³¹ courts disregard a
11 complaint’s legal conclusions³² and consider whether its well-pleaded
12 facts, taken as true, plausibly state a claim for relief.³³ “Threadbare
13
14
15

13

14

15

16

17

18 ³⁰ Compl. (ECF No. 1), ¶ 118.

19 ³¹ See Fed. R. Civ. P. 12(b)(6).

20 ³² See, e.g., *Best Carpet Values*, 90 F.4th at 968 (declining to take as true a
21 plaintiff’s allegation of having “possessory interests” in website
22 copies and holding that the plaintiff had no cognizable property
23 interest).

³³ See *Whitaker v. Tesla Motors, Inc.*, 985 F.3d 1173, 1175–77 (9th Cir. 2021)
(discussing *Ashcroft v. Iqbal*, 556 U.S. 662, 677–80 (2009)).

1 recitals of the elements of a cause of action, supported by mere
2 conclusory statements, do not suffice.”³⁴

3

B. Conversion of a secured party’s collateral

4

5 A claim for conversion of personal property requires the plaintiff to
6 allege (1) ownership of, or a right to immediately possess, the property
7 at the time of the alleged conversion, (2) the defendant’s wrongful
8 disposition of the property, and (3) damages.³⁵

9 Owning a security interest is different from owning the property
10 itself. Secured parties, “although not owners, have a special interest with
11 a right of possession only if there is a default and the security agreement
12 allows plaintiffs to take possession.”³⁶ Whatever rights the secured party

13

14

15

16

17

18

19

20

21 ³⁴ *Ashcroft*, 556 U.S. at 678.

22 ³⁵ *See, e.g., Farmers Ins. Exchange v. Zerín*, 53 Cal. App. 4th 445, 451
(1997).

23 ³⁶ *Baldwin v. Marina City Props, Inc.*, 79 Cal. App. 3d 393, 410 (1978).

1 has upon default are governed by the security agreement and Article 9
2 of California’s Uniform Commercial Code.³⁷

3 When a conversion claim is based on a secured creditor’s alleged
4 priority over a buyer of the collateral, the claim may turn on whether the
5 creditor has a valid, perfected security interest, giving the creditor
6 priority under the UCC. Conversion claims may be brought against a
7 buyer who takes subject to a security interest and then refuses to
8 relinquish possession of the property³⁸ — but only if the creditor has a
9 valid security interest and is entitled to priority.³⁹ This is so because the
10 creditor’s claimed right to possession and priority over the buyer is
11 based on Cal. Com. Code § 9306(2), which states that a security interest
12 continues in collateral notwithstanding a sale.⁴⁰

14
15
16 ³⁷ *Cf. id.* at 405 (“[T]he plaintiffs have the right and remedies provided
17 in the California Uniform Commercial Code and in the security
18 agreement.”); *see also, e.g., Parker v. Cmty. First Bank (In re Bakersfield*
19 *Westar Ambulance)*, 123 F.3d 1243, 1246 (9th Cir. 1997) (“Division 9 of
the California Commercial Code governs consensual security
interests in personal property and fixtures.”).

20 ³⁸ *See Growth Props. v. Lempert*, 144 Cal. App. 3d 983, 986–87 (1983).

21 ³⁹ *See id.* at 989–90 (affirming a judgment against a creditor who had
22 allowed its UCC financing statement to lapse before bringing suit,
thereby forfeiting its priority against the buyer of the collateral).

23 ⁴⁰ *See id.* at 986–87 (discussing Cal. Com. Code § 9306(2)).

1 To create a valid security interest, perfect the interest, and obtain
2 priority, the creditor must comply with various statutory rules. One
3 such rule, relevant here, is that the security agreement and financing
4 statement must adequately identify the collateral so that an “objective
5 observer” reading those documents would be led to the collateral.⁴¹
6 Another is that the collateral itself must be an allowable form of
7 personal property.⁴² Even then, the collateral cannot consist of a contract
8 that requires the assignee to perform under the contract.⁴³
9
10
11
12
13

14
15 ⁴¹ See Cal. Com. Code § 9108; *Parker*, 123 F.3d at 1247–48 (holding that
16 since a creditor’s purported collateral wasn’t adequately described in
17 the security agreement, no valid security interest attached).

18 ⁴² See Cal. Com. Code § 9102(1)(a) (stating that Article 9 applies to “any
19 transaction ... which is intended to create a security interest in
20 personal property or fixtures including goods, documents,
21 instruments, general intangibles, chattel paper, or accounts”). See also
22 Cal. Com. Code § 9203(c) (requiring that “the debtor has rights in the
23 collateral” for a security interest to attach).

⁴³ See Cal. Com. Code § 9109(d)(6) (stating that Article 9 does *not* apply
to “an assignment of a right to payment under a contract to an
assignee that is also obligated to perform under the contract”).

1 **IV. Byline cannot state a claim for conversion of FedEx routes its**
2 **debtor conditionally reassigned to Armada. Even if FedEx**
3 **agreed to the reassignment, nonbinding contractual**
4 **opportunities can't be converted and fall outside UCC Article 9.**

5 Byline's conversion claim asserts that Byline had a perfected security
6 interest in the route contracts that survived their reassignment from
7 Gribben (the debtor) to Armada (a third party).⁴⁴ The claim is therefore
8 based on whatever rights Byline has under Article 9.⁴⁵ The relevant
9 provision states:

10 A security interest ... continues in collateral notwithstanding
11 sale ... or other disposition thereof unless the secured party
12 authorized the disposition free of the security interest⁴⁶

13 As explained below, Byline's conversion claim is unintelligible
14 because Byline doesn't allege the route contracts' terms or that FedEx
15

16 _____
17
18 ⁴⁴ See Compl. (ECF No. 1), ¶¶ 114, 118–20; Compl. Ex. F (ECF No. 1-6)
19 (UCC Financing Statements); *Gordon v. Hamm*, 63 Cal. App. 4th 1324,
20 1326 (1998) (discussing a similar conversion theory).

21 ⁴⁵ See *Gordon v. Hamm*, 63 Cal. App. 4th 1324, 1326 (1998) (citing Cal.
22 Com. Code §§ 2403(4) and 9306(2). California law applies because the
23 debtor (Gribben) is located in California. See Cal. Com. Code
§ 9301(1).

⁴⁶ Cal. Com. Code § 9315.

1 allowed any reassignment. It's also untenable both under common-law
2 conversion rules and UCC priority rules.

3 All Gribben conditionally sold was the chance for Armada to offer
4 itself to FedEx as a substitute provider capable of taking over Gribben's
5 route contracts. That chance, and the FedEx contracts themselves, are
6 not entitlements or property; rather, they are mere opportunities to
7 provide a service at FedEx's discretion.⁴⁷ Since they are not property,
8 they cannot be converted. Neither Byline nor its debtor ever owned or
9 "possessed" the routes (whatever that might mean), as they couldn't be
10 reassigned without FedEx's permission.

11 Moreover, FedEx routes are not mentioned either in Byline's Security
12 Agreement or UCC Financing Statement, so even if Byline's debtor had
13 "owned" the routes, Byline has no enforceable security interest in them.
14 No such interest was conveyed in the security agreement, none
15 attached, and none was perfected. Besides, creditors cannot take an
16 Article 9 security interest in contracts requiring the assignee to
17 perform.⁴⁸

18 All these points independently defeat Byline's conversion claim.
19

20

21

22 ⁴⁷ See Compl. Ex. H (ECF No. 1-8), p. 1 (requiring FedEx's approval for
any assignment of Gribben's routes to Armada).

23 ⁴⁸ See Cal. Com. Code § 9109(d)(6) (discussed in Part IV.C.4).

1 **A. Byline’s conversion claim is unintelligible because it**
2 **doesn’t say what a “FedEx line haul route” is or allege the**
3 **terms of any route contracts.**

4 The Complaint doesn’t describe or attach any agreements with
5 FedEx, so Byline does not say what rights, if any, were transferred from
6 Gribben to Armada.

7 Byline doesn’t allege that FedEx approved the Gribben-Armada
8 reassignment, as required for it to take effect.⁴⁹ Even if FedEx agreed to
9 the reassignment, and thereby agreed for Armada to perform shipping
10 services for FedEx along the specified routes, Byline doesn’t allege the
11 terms of that agreement or any entitlements it creates. These omissions
12 render Byline’s conversion claim unintelligible and force Armada and
13 the Court to try to piece together the relevant facts from the exhibits
14 attached to the Complaint (which don’t include any FedEx contracts).

15 Byline’s reliance on bare legal conclusions and failure to describe
16 what property or contractual entitlements were supposedly converted
17 provide independent grounds to dismiss its conversion claim against
18 Armada. But as explained in the rest of this brief, the Court should
19 instead draw appropriate inferences from the Complaint’s exhibits and
20

21 _____

22

23 ⁴⁹ See Compl. Ex. H (ECF No. 1-8), p. 1.

1 rule that Byline *cannot* state a claim for conversion, dismissing the claim
2 without leave to amend.

3
4 **B. Gribben sold Armada the opportunity to offer Armada’s**
5 **services to FedEx, and that is all Gribben could convey.**
6 **Neither this opportunity nor the route contracts were**
7 **property interests, and they cannot support a conversion**
8 **claim.**

9 Byline doesn’t allege that the FedEx route contracts, when assigned
10 by Gribben to Armada, gave Armada payment rights or any other
11 entitlements. On the contrary, the reassignment required FedEx’s
12 permission, so Armada didn’t receive any entitlements or other
13 property interests toward FedEx. Otherwise, FedEx would not have had
14 the power to refuse to allow the reassignment.⁵⁰

15 Assuming FedEx allowed Gribben to assign its route contracts to
16 Armada — which Byline didn’t allege, but which was necessary for the
17 reassignment to occur — the Gribben-Armada deal seemingly allowed
18 Armada to stand in Gribben’s shoes and perform future services to
19
20

18

19

20

21

22

23

⁵⁰ See Compl. Ex. H (ECF No. 1-8), p. 1 (conditioning the Gribben-Armada assignment on FedEx’s approval).

1 FedEx, presumably earning compensation for those services.⁵¹ If there
2 are any other terms in the route contracts, they aren't alleged.

3
4 **1. Gribben's conditional reassignment of FedEx route**
5 **contracts to Armada did not convey any property. An at-**
6 **will opportunity to offer one's services for hire to FedEx**
7 **cannot be converted. Nor can interstate shipping routes.**

8 The "FedEx line haul routes" are prospective at-will economic
9 opportunities, not property rights. Since the "FedEx line haul routes"
10 were contracts to provide shipping services for FedEx, any right to
11 payment from FedEx would accrue only after (1) FedEx agreed to the
12 reassignment,⁵² and, presumably, (2) Armada performed the required
13 shipping services for FedEx. These payments would be compensation
14 for future services rendered, not proceeds of entitlements included in
15 Byline's alleged collateral.

16 _____
17
18 ⁵¹ Those inferences are strengthened by the Byline-Gribben Loan
19 Agreement, which mentions a "FedEx Agreement" described as "the
20 Transportation Service Provider Agreement related to the operation
21 of Gribben & Associates, Inc.'s business." Compl. Ex. D (ECF No. 1-4,
22 p. 2), § 2.5. Notably, this "FedEx Agreement" isn't listed as part of
23 Byline's collateral.

⁵² See Compl. Ex. H (ECF No. 1-8), p. 1 (conditioning the Gribben-
Armada assignment on FedEx's approval).

1 The Complaint’s allegation that Gribben “sold” FedEx routes to
2 Armada is belied by the Gribben-Armada agreement attached to the
3 Complaint.⁵³ All Gribben sold was an opportunity to ask FedEx to
4 reassign Gribben’s route contracts to Armada; if FedEx agreed, Armada
5 would pay Gribben; if not, the deal was canceled. Either way, since the
6 deal wholly depended on FedEx’s decision whether to allow Armada to
7 take over Gribben’s duties under the route contracts, Gribben didn’t
8 convey any entitlements against FedEx.

9 At most, the Gribben-Armada deal conveyed a chance for Armada to
10 ask (with Gribben’s support) FedEx to reassign the routes. If the
11 reassignment was approved by FedEx, the transaction resulted in FedEx
12 reassigning from one shipping company (Gribben) to another (Armada)
13 the opportunity to provide future services to FedEx in exchange for
14 consideration. This can be inferred from the transaction’s reference to
15 “route reassignments,” requirement of FedEx’s approval, and omission
16 of any reference to FedEx’s obligations.⁵⁴

17 A contractual expectancy that doesn’t entitle Armada to anything but
18 the hope of substituting in for Gribben as FedEx’s agent isn’t a property

21
22 ⁵³ See Compl. Ex. H (ECF No. 1-8), p. 1.

23 ⁵⁴ See *id.*

1 right.⁵⁵ In *Boehm v. Spreckels*,⁵⁶ a contract case involving the purported
 2 sale of a newspaper route,⁵⁷ the Supreme Court of California explained
 3 that an agent (like Gribben) who purports to sell the right to perform
 4 services for a principal (like FedEx) “cannot transfer to the purchaser
 5 anything more than the opportunity to offer himself to the principal as a
 6 substitute for the transferrer.”⁵⁸ Such opportunities can’t be converted.
 7 (Nor may they serve as secured collateral.⁵⁹)

8 *Boehm* reflects long-established and commonsense principles
 9 distinguishing property rights (entitlements) from mere expectancies.
 10 California law defines property as a “thing of which there may be
 11 ownership,” which entails “the right of one or more persons to possess
 12 and use it to the exclusion of others.”⁶⁰ The Ninth Circuit has used a
 13

14
 15
 16 ⁵⁵ See, e.g., *Boehm*, 183 Cal. at 264–47 (1920). *Boehm* rejected a contract
 17 claim arising out of a purported sale of a newspaper route. Two other
 18 California cases rejected conversion claims involving laundry routes.
 19 See also *Olschewski v. Hudson*, 87 Cal. App. 282, 286–89 (1927); *Adkins*
v. Model Laundry Co., 92 Cal. App. 575, 582 (1928) (similar).

20 ⁵⁶ 183 Cal. 239 (1920).

21 ⁵⁷ See *id.* at 247.

22 ⁵⁸ *Id.*

23 ⁵⁹ See Part IV.C.4 and Cal. Com. Code § 9109(d)(6).

⁶⁰ Cal. Civ. Code § 654. See also Cal. Civ. Code § 655 (describing species
 of property).

1 three-part test for determining whether something is a property interest
2 under California law: “First, there must be an interest capable of precise
3 definition; second, it must be capable of exclusive possession or
4 control; and third, the putative owner must have established a
5 legitimate claim to exclusivity.”⁶¹ Even supposing that these criteria
6 could be met by a shipping route or a contract to provide shipping
7 services, FedEx — not Gribben — owns FedEx’s routes, as shown by the
8 fact that they can’t be reassigned without FedEx’s approval.

9 Not every business opportunity or contract is a form of property.
10 There is no property right in unearned income,⁶² prospective economic
11
12
13
14
15
16
17

18
19
20 ⁶¹ *Best Carpet Values, Inc. v. Google, LLC*, 90 F.4th 962, 968–69 (9th Cir.
21 2024) (holding that website copies don’t meet that test).
22 ⁶² *Lee v. Luxottica Retail N. Am., Inc.*, 65 Cal. App. 5th 793, 803 (2021)
23 (citing *Korea Supply Co. v. Lockheed Martin Corp.*, 29 Cal. 4th 1134,
1149–50 (2003)).

1 relations that haven't solidified into binding promises,⁶³ or at-will
2 contracts.⁶⁴ As the Supreme Court of California recently explained,

3 [P]arties to at-will contracts have no legal assurance of future
4 economic relations An at-will contract may be terminated
5 ... at the prerogative of a single party, whether it is because
6 that party found a better offer from a competitor, because the
7 party decided not to continue doing business, or for some
8 other reason. And the other party has no legal claim to the
continuation of the relationship."⁶⁵

9 Although Byline hasn't alleged the terms of the FedEx route
10 agreements, its exhibits describe the routes as paths between origin and
11 destination cities.⁶⁶ Presumably, a carrier like Gribben or Armada must
12

13
14
15 ⁶³ See *Lee*, 65 Cal. App. 5th at 803 (“[W]here economic relationships have
16 not solidified into binding future promises but are merely
17 prospective, neither party to such a relationship has a legal claim to
18 continued relations with the other.”) (quoting *Ixchel Pharma, LLC v.*
Biogen, Inc., 9 Cal. 5th 1130, 1146–47 (2020) (quotation marks and
19 alterations omitted)). “Future contractual relationships are only
20 probable, and harms resulting from a breach of such relationships are
21 speculative.” *Ixchel*, 9 Cal. 5th at 1146 (quotation marks and citations
omitted).

22 ⁶⁴ See *Ixchel*, 9 Cal. 5th at 1147 .

23 ⁶⁵ *Id.*

⁶⁶ See Compl. Ex. A (ECF No. 1-1), p. 4; Ex. H (ECF No. 1-8).

1 perform the route agreement by transporting packages for FedEx to earn
2 compensation. Whatever the contracts say, Byline doesn't even allege
3 that they gave Armada any entitlements or payment rights, so they are
4 not property at all — merely future contractual opportunities.

5 **2. Byline doesn't allege that Armada can assign the route**
6 **contracts to Byline or that Byline is entitled to "possess"**
7 **them. Neither is true because the routes can be assigned**
8 **only with FedEx's approval.**

9 A claim for conversion against a transferee accrues only when the
10 "secured party is entitled to possession but the transferee either (1)
11 refuses to give up possession of the property or (2) cannot return the
12 collateral because he himself has made a further disposition of it."⁶⁷ The
13 transferee is never liable for conversion for simply having bought or
14 taken possession of property subject to an encumbrance.⁶⁸

15 If "owning" or "possessing" the routes means providing shipping
16 services to FedEx under the route contracts, it's worth noting that Byline
17 is a bank in Illinois, not a shipping company in California. Byline cannot
18 allege that it has a right to take over any FedEx routes now serviced by
19 Armada, as FedEx hasn't agreed to such a reassignment.

20
21
22 ⁶⁷ *Growth Props.*, 144 Cal. App. 3d at 987.

23 ⁶⁸ *Id.*

1 Byline’s Complaint, including the exhibits made part of the
2 Complaint, shows that FedEx must provide approval for the
3 reassignment of any “route.” Yet Byline does not allege that it has
4 obtained FedEx’s consent for Byline to substitute for Armada in
5 servicing any routes. Presumably, FedEx wouldn’t approve such a
6 reassignment because Byline is not a shipping company.

7 Additionally, Armada cannot assign the route to Byline even if it
8 wanted to, without FedEx’s approval. If it tried to do so, Armada runs
9 the risk of destroying the agency with FedEx since FedEx has not
10 approved the reassignment.

11 **C. Byline does not have an enforceable security interest in the**
12 **FedEx route contracts.**

13 Since Byline doesn’t allege that it owned or possessed the route
14 contracts before its debtor assigned them to Armada, it could only prove
15 conversion by obtaining priority as a secured creditor.⁶⁹ It cannot do so.
16

17
18
19 _____
20
21 ⁶⁹ See, e.g., *Del E. Webb Corp. v. Structural Materials Co.*, 123 Cal. App. 3d
22 593, 610–11 (1981) (“Where plaintiff neither has title to the property
23 alleged to have been converted, nor possession thereof, he cannot
maintain an action for conversion.”).

1 The Security Agreement does not grant Byline a security interest in
2 any routes or route contracts.⁷⁰ Even if it did, Gribben didn't have any
3 property rights in these to convey, since transferring them required
4 FedEx's permission,⁷¹ so the security interest didn't attach. And since
5 Byline also didn't mention any FedEx routes in its UCC Financing
6 Statement, any security interest it had wasn't perfected.⁷² Finally,
7 contracts to provide transit services for FedEx require the shipping
8 company to perform, so they cannot serve as collateral under Article 9.

9
10
11
12
13
14
15
16
17
18
19

20
21 ⁷⁰ See Compl. Ex. E (ECF No. 1-5), p. 9.
22 ⁷¹ See Compl. Ex. H (ECF No. 1-8) (requiring FedEx's approval for any
 assignment of Gribben's routes to Armada).
23 ⁷² See Compl. Ex. E. (ECF No. 1-5).

1 **1. The Gribben-Byline Security Agreement did not grant a**
2 **security interest in “FedEx line haul routes”; nor could it,**
3 **since these are contractual service areas rather than**
4 **personal property.**

5 Byline’s collateral descriptions — as stated in the Security
6 Agreement,⁷³ UCC Financing Statement,⁷⁴ and Complaint⁷⁵ — do not
7 mention any FedEx routes.⁷⁶

8 Byline’s conversion claim therefore fails at the earliest analytical step:
9 of interpreting the Security Agreement to find out whether it conveys a
10 security interest in the supposedly converted property. Since the FedEx
11 contracts aren’t mentioned in the Security Agreement,⁷⁷ and prospective
12 opportunities or contracts to provide services are neither property

13
14
15
16
17

18
19
20
21
22
23

⁷³ See Compl. Ex. E (ECF No. 1-5), p. 9.

⁷⁴ See Compl. Ex. F (ECF No. 1-6), pp. 1–4.

⁷⁵ See Compl. (ECF No. 1), ¶ 31.

⁷⁶ Byline’s collateral description is provided at the end of this brief and can be found in paragraph 31 of the Complaint (ECF No. 1).

⁷⁷ See Compl. Ex. E. (ECF No. 1-5), p. 9.

1 interests⁷⁸ nor protectable collateral under the UCC,⁷⁹ there is no reason
2 to interpret Byline’s Security Agreement as giving Byline any collateral
3 in the routes.

4 **2. Assuming Byline’s collateral somehow included the FedEx**
5 **route contracts, Gribben didn’t have any “rights in the**
6 **collateral” to convey, so no security interest attached.**

7 A security interest attaches only to rights that the debtor holds.⁸⁰
8 Possession of collateral alone cannot establish rights in the collateral.⁸¹
9 Byline’s debtor Gribben did not have any rights to or ownership of the
10 trucking routes. Rather, it appears that Gribben had an at-will agency
11 relationship with FedEx allowing Gribben to provide transportation
12 services along those routes at FedEx’s discretion. As discussed earlier,
13

14
15
16 ⁷⁸ See *supra* nn.55 and accompanying text.

17 ⁷⁹ See Cal. Com. Code §§ 9109(a)(1) (stating that Article 9 of the
18 California UCC applies to “a transaction, regardless of its form, *that*
19 *creates a security interest in personal property or fixtures by contract*”)
20 (emphasis added), 9109(d)(6) (stating that Article 9 does *not* apply to
21 “an assignment of a right to payment under a contract to an assignee
22 that is also obligated to perform under the contract”).

22 ⁸⁰ *Oxford St. Props., LLC v. Rehab. Assocs., LLC*, 206 Cal. App. 4th 296, 308
(2012).

23 ⁸¹ *Id.*

1 at-will relationships are not property rights.⁸² As in *Oxford St. Props.*,
2 because the debtor here does not have “rights in the collateral or the
3 power to transfer rights in the collateral to a secured party,”⁸³ no
4 security interest attached to the trucking routes.

5 **3. Byline’s UCC Financing Statement also doesn’t mention**
6 **“FedEx line haul routes,” so any interest Byline has isn’t**
7 **perfected.**

8 To perfect a security interest, a UCC financing statement must
9 identify the collateral with enough specificity that an “objective
10 observer” reading the statement would be led to the collateral.⁸⁴

11 Byline’s financing statement describes the collateral in a 237-word
12 boilerplate list encompassing most conceivable kinds of personal
13 property, including wholly irrelevant kinds (such as oil leases). As in the
14 Security Agreement, the financing statement does not mention “FedEx
15 line haul routes” or anything of the sort.⁸⁵

18
19 ⁸² See *Boehm*, 183 Cal. at 247.

20 ⁸³ Cal. Com. Code § 9203(b)(2).

21 ⁸⁴ See Cal. Com. Code § 9108; *Parker*, 123 F.3d at 1247–48 (holding that
22 since a creditor’s purported collateral wasn’t adequately described in
the security agreement, no valid security interest attached).

23 ⁸⁵ See Compl. Ex. E (ECF No. 1-5), p. 9.

1 Nowhere in this potpourri did Byline identify any trucking routes,
2 haul routes, FedEx contracts, or any other descriptor that would lead an
3 objective observer to determine that any “FedEx line haul routes” —
4 that is, opportunities to provide delivery services to FedEx at FedEx’s
5 discretion — were included in Byline’s collateral.

6 The closest the collateral definition comes is in its reference to
7 “contract rights *and other rights to payment and performance.*”⁸⁶ But that
8 description does not encompass the trucking routes. Byline doesn’t
9 allege that Gribben transferred to Armada any entitlement to
10 performance from FedEx. The trucking route is a service the debtor
11 could provide at another party’s discretion and is not a “right” but an
12 opportunity for future performance.⁸⁷

13 Security interests continue in transferred collateral only if (among
14 other requirements) the security agreement and financing statement
15 adequately describe them to give notice to third parties; Byline did not
16 do so here. The requirement is “not intended to be a pure notice filing
17 system,” instead, it gives notice that there may be “security interest *in*
18 *the collateral described*. If the collateral is not adequately described, no
19
20

21
22 ⁸⁶ See Compl. Ex. E (ECF No. 1-5), p. 9 (emphasis added).

23 ⁸⁷ See *Ixchel*, 9 Cal. 5th at 1147.

1 notice is given.”⁸⁸ Here, the collateral was not adequately described in
2 the financing statement, so whatever interest Byline has is unperfected
3 and unenforceable against Armada.

4 **4. The FedEx route contracts cannot serve as collateral under**
5 **Article 9 because they require the assignee (Armada) to**
6 **perform services for FedEx.**

7 The FedEx route contracts are excluded from UCC Article 9, meaning
8 that Byline cannot enforce any security interest in them.⁸⁹ The relevant
9 provision, Cal. Com. Code § 9109(d)(6), states that Article 9 does not
10 apply to “an assignment of a right to payment under a contract to an
11 assignee that is also obligated to perform under the contract.”⁹⁰

12 Because Armada would presumably need to provide delivery
13 services along the identified truck routes to earn compensation from
14 FedEx, the routes cannot be the subject of an Article 9 security interest.
15 Byline has no security interest in the routes that it can enforce against
16 Armada or other third parties as alleged in the Complaint.

18
19
20 ⁸⁸ *First City Bank v. Webb Co. (In re Softalk Publ'g Co.)*, 64 B.R. 523, 527
21 (B.A.P. 9th Cir. 1986) (emphasis in original, internal citations
22 omitted).

23 ⁸⁹ See Part IV.C.4.

⁹⁰ Cal. Com. Code § 9109(d)(6).

1 **V. Conclusion**

2 The Court should dismiss Byline’s conversion claim without leave to
3 amend. Any amendment would be futile because the Complaint’s
4 exhibits establish that the allegedly converted “FedEx line haul routes”
5 are not personal property that can be converted, but contractual
6 opportunities for Armada to provide future services for FedEx in
7 exchange for compensation, so long as FedEx agreed to do business with
8 Armada.

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

1 inventory and software to utilize, create, maintain and
2 process and such records and data on electronic media; and
3 all supporting obligations relating to the foregoing property;
4 all whether now existing or hereafter arising, whether now
5 owned or hereafter acquired or whether now or hereafter
6 subject to any rights in the foregoing property; and all
7 products and proceeds (including but not limited to all
8 insurance payments) of or relating to the foregoing property.

9 The last page of Compl. Ex. F (Byline’s UCC financing statements)
10 adds this to the end of the description:

11 Including all assets located at 401 S. Main Street Suite 101
12 Pomona CA 91766 and 245 E. Valley Blvd. Rio Alto, CA
13 92376.⁹⁴

14
15
16
17
18
19
20
21 _____
22
23 ⁹⁴ Compl. Ex. F (ECF No. 1-6), p. 4.

1 Dated: April 1, 2024

2 Respectfully submitted,

3

4 

5 John Mayfield Rushing
6 (Cal. SBN 331273)

7 

8 Ryan McCarl
9 (Cal. SBN 302206)

10 and Davit Avagyan (Cal. SBN 336350)

11

12 **RUSHING MCCARL LLP**
13 2219 Main St. No. 144 | Santa Monica, CA 90405
14 T: (310) 896-5082 | E: info@rushingmccarl.com
15 *Attorneys for Defendant Armada Trucking Group Inc.*

16

17

18

19

20

21

22

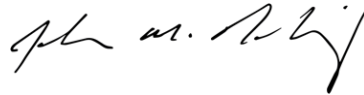
23

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

Certificate of Conference of Counsel

This motion is made following the conference of counsel under L.R. 7-3, which occurred on March 20, 2024. The parties conferred in good faith but no agreement could be reached.

Respectfully submitted,



John Mayfield Rushing
(Cal. SBN 331273)



Ryan McCarl
(Cal. SBN 302206)

and Davit Avagyan (Cal. SBN 336350)

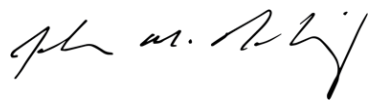
RUSHING MCCARL LLP
2219 Main St. No. 144 | Santa Monica, CA 90405
T: (310) 896-5082 | E: info@rushingmccarl.com
Attorneys for Defendant Armada Trucking Group Inc.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

Certificate of Compliance

The undersigned, counsel of record for Armada Trucking Group Inc., certifies that this brief contains 5612 words, which complies with the word limit of L.R. 11-6.1.

Respectfully submitted,



John Mayfield Rushing
(Cal. SBN 331273)



Ryan McCarl
(Cal. SBN 302206)

and Davit Avagyan (Cal. SBN 336350)

RUSHING MCCARL LLP
2219 Main St. No. 144 | Santa Monica, CA 90405
T: (310) 896-5082 | E: info@rushingmccarl.com
Attorneys for Defendant Armada Trucking Group Inc.