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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE, CENTRAL DISTRICT

WILLIAM R. ("RUSTY") BAILEY, III,
MARCIA McQUERN, and THOMAS
MULLEN,

Petitioners/Plaintiffs,

v.

CITY OF RIVERSIDE,

Respondent/Defendant.

CASE NO. RIC 1804755

Hon. Judge John Vineyard
Department 1

Hon. Judge Randall S. Stamen
Department 7 – L&M purposes only

**PETITIONERS'/PLAINTIFFS' REPLY TO
THE CITY'S OPPOSITION TO THEIR
MOTION FOR SUMMARY ADJUDICA-
TION AS TO THE THEIR CAUSE OF
ACTION FOR DECLARATORY RELIEF**

DATE: April 10, 2019
TIME: 8:30 a.m.
DEPT: 7
RESERVATION NO: RES86534

TRIAL DATE: None yet
ACTION FILED: March 9, 2018

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE
APR 05 2019
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APR 08 2019
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1 COME NOW PETITIONERS/PLAINTIFFS WILLIAM R. ("RUSTY") BAILEY III,
2 MARCIA McQUERN, and THOMAS MULLEN and submit the following points and authorities in
3 reply to the Opposition by the City of Riverside to their motion for summary adjudication of their
4 declaratory relief cause of action:

5 Declaratory relief does not look back for the purpose of changing what happened. It looks at
6 what is, and then forward "to liquidate uncertainties and controversies which might result in future
7 litigation." (*Hannula v. Hacienda Homes* (1949) 34 Cal.2d 442, 448, citing *Columbia Pictures*
8 *Corp. v. DeToth* (1945) 26 Cal.2d 753, 760; *Maguire v. Hibernia Savings & Loan Society* (1944) 23
9 Cal.2d 719, 729; *Jackson v. Lacy* (1940) 37 Cal.App.2d 551, 561. Thus, the only reason why what
10 has happened in the past is relevant to this motion is to show (1) that there is an actual dispute
11 between the Moving Parties and the City and (2) what the City has done in the past as a road map to
12 what it will do in the future unless this court liquidates uncertainties and controversies over what the
13 City's current governing documents provide/require. (See *ibid.*) Because of what has already
14 happened, the City, through its City Attorney and its hired counsel that advised the City Attorney on
15 the subjects raised by this motion (and which represent the City in this litigation) will most certainly
16 take the position *in the future* (1) that Mayor Bailey could not (and therefore, did not) veto the Russo
17 Contract; (2) that the Mayor does not have veto authority over formal actions taken by vote of the
18 City Council when it comes to personnel actions concerning the City Manager, the City Attorney,
19 and the City Clerk ("Charter Officers") each time such formal actions taken by vote occur *in the*
20 *future*; and (3) that the City Attorney does not have a conflict of interest in advising the City Council
21 on these matters each time the question arises *in the future*.

22 Given the page limitations for reply briefs under rule 3.1113 of the California Rules of Court
23 (10 pages), this reply brief will be brief. The wonderful thing is that it can be. The opposition is
24 smoke and mirrors, an intentional attempt to mislead the court on the law and material facts.

25 1. **The City's Unsolicited Administrative Record is an Evidentiary Red**
26 **Herring.**

27 As more fully set forth in the Beck Declaration, Moving Parties did not request an
28 Administrative Record and objected to an Administrative Record. Moving Parties will also move to

1 strike the Administrative Record because it is not proper under these proceedings. The challenge to
2 the Administrative Record will occur after the hearing on this matter precisely because Moving
3 Parties are justifiably certain that a motion before the hearing would cause the City to request a
4 continuance of the hearing on the present motion until after the OSC re Consolidation of this action
5 with the *Clymer* action (set for April 25, 2019). No continuance is necessary. In fact, and
6 remarkably, the City does not cite to its unsolicited Administrative Record in opposition to the
7 present motion and only three (3) of the documents offered in opposition to the motion are in the
8 unsolicited Administrative Record. Thus, it is specious that the City would posit evidentiary
9 objections to the Moving Parties' declarations in support of this motion on the basis that Moving
10 Parties are restricted to documentary evidence in the unsolicited Administrative Record. Also, since
11 the City does not recognize Mayor Bailey's veto, the Mayor's written reasons for the veto on
12 February 6, 2018 (see Charter at Section 413, INDEX 0187) do not appear unsolicited
13 Administrative Record.

14 Additionally, all of the City's cited cases in support of the exclusivity of the unsolicited
15 Administrative Record are different from the case at bar. Those cases properly required
16 Administrative Records, in administrative proceedings such as a decision on a discretionary land use
17 entitlement, complete with investigative findings. An example is *American Coatings Assn., Inc. v.*
18 *South Coast Air Quality Dist.* (2012) 54 Cal.4th 446, 460 which involved challenges to The South
19 Coast Air Quality Management District 2002 amendments to its nonvehicular air pollution emissions
20 standards. One of the questions in that case was whether the record evidence before the District "of
21 then-current as well as reasonably foreseeable technology when the District adopted the challenged
22 emissions limits for quick dry enamels and rust preventive coatings in 2002" was sufficient such that
23 the decision to make the amendments was not "arbitrary, capricious, or entirely lacking in
24 evidentiary support." (*Id.* at p. 471.) An Administrative Record in such proceedings is consistent
25 with Code of Civil Procedure section 1094.5 which discusses the *record* in the context of
26 administrative orders or decisions, "made as the result of a proceeding in which by law a hearing is
27 required to be given, evidence is required to be taken, and discretion in the determination of facts is
28 vested in [an] inferior tribunal. (Code Civ. Proc., § 1094.5.) The court will note that Moving

1 Parties' action is not brought under Code of Civil Procedure section 1094.5, and the statute is not
2 cited once in their pleadings. Moving Parties will not exhaust any more of their ten pages on the
3 other cases as the court is able to independently evaluate them.

4 **2. The City's Standing Arguments are not Supported by the Law.**

5 As with the City's opposition to Mayor Bailey's ex parte application last year, the City
6 continues to assert that Mayor Bailey, and now Marcia McQuern and Tom Mullen lack standing.
7 None of the City's cited cases are factually or legally apposite. *Holtzman*, *Braude*, *Carsten*,
8 *Holbrook*, and *Lee* were actions brought by a member of Congress (*Holtzman*) voting members of
9 City Councils (*Braude*, *Carsten*, and *Holbrook*), and voting boardmembers of a homeowners
10 association against their respective own entities and/or other voting members. (See *Holtzman v.*
11 *Schlesinger* (2d Cir. 1973) 484 F.2d 1307, 1315; *Braude v. City of Los Angeles* (1990) 226
12 Cal.App.3d 83, 86; *Carsten v. Psychology Examining Com.* (1980) 27 Cal.3d 793, 795; *Holbrook v.*
13 *City of Santa Monica* (2006) 144 Cal.App.4th 1242, 1249; and *Lee v. Silveira* (2016) 6 Cal.App.5th
14 527, 530-531.) *Cohen* was a class action suit by a DirecTV customer based on fraudulent
15 advertising, including a claim under Business & Professions Code section 17200. (*Cohen v.*
16 *DIRECTV, Inc.* (2009) 178 Cal.App.4th 966, 969.) The *Cohen* court determined that the plaintiff had
17 to have been one who relied on the alleged fraudulent advertising, especially since, e.g., only an
18 affected consumer can bring a 17200 claim for unlawful business practices. (*Id.* at p. 980.)

19 While arguing in one direction that Mayor Bailey is a weak mayor who has no voting power
20 like that of the City Council, the City then amazingly argues in the other direction that its cited cases
21 (where voting members sued other voting members with the same voting rights and/or the entire
22 decisional body of which they were all voting members) applies to Mayor Bailey. Moving Parties
23 concede that Mayor Bailey has no voting rights unless there is a tie. What Moving Parties raise as
24 an issue is his veto authority, something that none of the City Councilmembers have. It's a right that
25 they as a voting body (and, therefore, the City) have wrongfully refused to acknowledge and are
26 holding hostage absent a judicial decision.

27 The Charter Review Commission and McQuern's membership thereon is of no import. The
28 Commission is established under Section 1403 of the Charter and allows that appointed group of

1 citizens to merely review the Charter and decide whether changes should be made and submitted to
2 the electorate for a vote. (See INDEX 0203.) In fact, if the court grants this motion, the ruling will
3 inform the Charter Commission's deliberations as to whether to recommend changes.

4 As to McQuern and Mullen, the *Holbrook* and *Cohen* cases actually support their standing in
5 this case. In *Holbrook* (2006), the court instructed that one who joins the public entity with voting
6 rights "forfeits the citizen-taxpayer standing right." (*Holbrook, supra*, 144 Cal.App.4th at p. 1251,
7 citing *Carsten, supra*, 27 Cal.3d at pp. 799-800.) Then in *Cohen* (2009), the court of appeal limited
8 standing to those affected by the alleged fraudulent advertising. (*Cohen, supra*, 178 Cal.App.4th at p.
9 990.) These holdings serve McQuern and Mullen because, as noted in the moving papers, every
10 voter in the City elects the Mayor to serve in accordance with the Charter, and every voter in the
11 City approves the Charter by ballot measure. Thus, voter-taxpayers are tremendously affected when
12 one branch of their government impedes the right of another. The City's short-sighted arguments
13 overlook the solemnity of its elected representatives' accountability to the electorate.

14 **3. The Clymer Case Does not Preclude this Action or This Motion.**

15 The *Clymer* case for reverse validation under Code of Civil Procedure section 860, et seq.
16 was filed after this action was commenced.¹ *Clymer* attacks the result for the purpose of invalidating
17 it – the result being the execution and performance of the Russo Contract with an end to recovering
18 performance. This action isn't about John Russo. Therefore, the termination of John Russo does not
19 render this action moot, and there is no need that he be a party to this action. The present action
20 addresses the process in order to determine *what is* and *what should be in the future* in accordance
21 with the Charter (which does not address how to undo performance of a contract and recover monies
22 paid). Did the Mayor properly invoke his veto? May he properly invoke his veto under similar
23 circumstances in the future?

24 Last year, this court declined to order a veto override vote on an ex parte basis while there
25 was still time, and it declined (under the original pleading) to direct the City to cease performance
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28 ¹ It should be noted that the *Clymer* action does not raise the issue of the City Attorney's conflict of
interest or the Mayor's veto power going forward.

1 under the Russo Contract. What is left is forward-looking relief, not to undo the Russo Contract but
2 to declare the Mayor's veto authority and the City Attorney's conflict in that regard. Let the *Clymer*
3 case decide whether there is time to hold a veto override vote, whether to recover monies under the
4 Russo Contract and how. The present action does not ask for that.

5 Interestingly, and from its inception on April 6, 2018, the *Clymer* case has been entitled to
6 calendar preference and rapid resolution, but for reasons over which the Moving Parties have no
7 control, a trial date still has not been set. (See Code Civ. Proc., § 867.) All this while, Mayor Bailey
8 has been hamstrung by a City Council (which is informed by a City Attorney who is counseled by
9 the City's attorneys of record in this case) that there is no Mayoral veto authority to recognize. He
10 could have vetoed John Russo's termination if he thought it was right to do so. He could have
11 vetoed the hiring of the current City Manager, if he thought it was right to do so. Other personnel
12 actions of Charter Officers can arise at any time and he will continue to be hamstrung in representing
13 his constituents as provided by the Charter until this court makes a ruling on the existence and effect
14 of his veto authority. Even if some of the Councilmembers leave the Council after the election, the
15 Charter remains until the voters amend it. This court can make that determination now. Both the
16 *Clymer* action, as well as the Charter Review Commission, can be informed by that determination.
17 The voters can be informed by it. They can all decide how to proceed knowing what the current
18 Charter provides, and Mayor Bailey (and the City Council) can decide how to proceed when Charter
19 Officer personnel actions arise. The City Attorney can also decide how to proceed upon a ruling that
20 he has a conflict of interest in providing advice to his client/employer, the City when it comes to
21 personnel actions concerning him and the other two Charter Officers.

22 Moving Parties did not bring a reverse validation action, they have no desire to become
23 mired in the logistics, attorneys' fees and costs of unwinding what happened in the past. That is for
24 the *Clymer* action, and there is no reason why Moving Parties should be hamstrung by it.

25 4. The City's Charter Interpretation and Reasoning is Self-serving.

26 With only 10 pages to reply, the many available arguments against the City's myopic
27 interpretation of the Charter cannot be developed. Suffice it to say that the City focuses on selective
28 passages in order to bring the Charter within its favored "weak mayor" paradigm, to the detriment of

1 interpreting the document as a whole. On the other hand, the moving papers take great care in
2 explaining how the Charter provisions as a whole favor the Mayor's veto authority over personnel
3 actions concerning Charter Officers. Is a weak Mayor elected by the entire City electorate? Does a
4 weak Mayor vote to break a City Council tie? Is a weak Mayor able to veto resolutions? Is a weak
5 Mayor able to veto ordinances? Does a weak mayor, along with "[c]ity agencies, boards,
6 commissions, committees, officials, staff and officers, including [] members of the City Council,
7 exist to conduct the people's business." (See Charter at Section 201, INDEX 0182.) When a Charter
8 expressly lists only three (3) exceptions to veto authority, why should other exceptions be imposed
9 that are not specifically stated in veto language proper? (See Charter at Section 413, INDEX 0187.)
10 The Moving Parties refer to the moving papers. The answer to interpreting the Charter for the City
11 of Riverside is to ignore the weak/strong mayor labels and simply read the Charter.

12 Perhaps the most disturbing of the City's arguments is the assertion that the Charter does not
13 define "formal action," which is found in the following language in Section 413 of the Charter: "At
14 any time before the adjournment of a meeting, the Mayor may, by public declaration spread upon the
15 minutes of the meeting, veto any formal action taken by vote of the City Council including any
16 ordinance or resolution, except an emergency ordinance, the annual budget or an ordinance proposed
17 by initiative petition." (Charter, § 413, underline and italics added, INDEX 0187.) Well, it doesn't
18 define *vote* either. However, a personnel action for a Charter Officer is effected through a *vote* by
19 the City Council. How else might a governing board of seven (7) decide those actions?

20 Section 201 of the Charter (INDEX 0182-0183) provides, in pertinent part: "the provisions of
21 the Ralph M. Brown Act (California Government Code section 54950, et seq.) [] shall apply to the
22 City Council, and any commission, committee, board or other body created by Charter, ordinance,
23 resolution or formal action of the City Council, or the Mayor." (Underline and italics added.) The
24 Ralph M. Brown Act establishes how public entities must conduct themselves for the benefit of an
25 informed public. In enacting it, even the Legislature did not define formal action.² (See Gov. Code,

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27 ² The Brown Act admonishes at Government Code section 54950 "In enacting this chapter, the
28 Legislature finds and declares that the public commissions, boards and councils and the other public
agencies in this State exist to aid in the conduct of the people's business. It is the intent of the law
that their actions be taken openly and that their deliberations be conducted openly.

1 § 54950, et seq., specifically § 54952, subdivision (b) [in defining “legislative body” the Legislature
2 gives the following examples: (b) A commission, committee, board, or other body of a local agency,
3 whether permanent or temporary, decisionmaking or advisory, created by charter, ordinance,
4 resolution, or formal action of a legislative body. However, advisory committees, composed solely
5 of the members of the legislative body that are less than a quorum of the legislative body are not
6 legislative bodies, except that standing committees of a legislative body, irrespective of their
7 composition, which have a continuing subject matter jurisdiction, or a meeting schedule fixed by
8 charter, ordinance, resolution, or formal action of a legislative body are legislative bodies for
9 purposes of this chapter.” Underline and italics added.].)

10 However, and most importantly, the Brown Act does define *action taken*. “As used in this
11 chapter, ‘action taken’ means a collective decision made by a majority of the members of a
12 legislative body, a collective commitment or promise by a majority of the members of a legislative
13 body to make a positive or a negative decision, or an actual vote by a majority of the members of a
14 legislative body when sitting as a body or entity, upon a motion, proposal, resolution, order or
15 ordinance.” (Gov. Code, § 45956.2.) This is precisely how the City Council approves Charter
16 Employee personnel actions. However, in the Charter, it’s referred to as “formal action taken by
17 vote of the City Council.” (Charter, § 413, underling and italics added; INDEX 0187.) The City’s
18 argument on this point is without merit.

19 There is no need to compare other charters, either. In fact, the other charters proffered by
20 City are not properly authenticated and lack foundation. And on this point, the Moving Parties
21 respectfully and reluctantly acknowledge that the courts strongly dislike excessive evidentiary
22 objections. However, Moving Parties are necessarily objecting to most of the City’s exhibits based
23 on lack of foundation and authentication. For example, a declaration that one has merely
24 downloaded other charters from the Internet cannot attest to the authenticity of those charters.

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27 The people of this State do not yield their sovereignty to the agencies which serve them. The people,
28 in delegating authority, do not give their public servants the right to decide what is good for the
people to know and what is not good for them to know. The people insist on remaining informed so
that they may retain control over the instruments they have created.”

1 Moreover, to judicially notice them does not allow the court to take judicial notice of the truth of the
2 content. (See *Arce v. Kaiser Foundation Health Plan, Inc.* (2010) 181 Cal.App.4th 471, 482
3 [“While courts may take judicial notice of court records and official acts of [public entities], the truth
4 of matters asserted in such documents is not subject to judicial notice. [Citation.]”].) Also, it’s one
5 thing to judicially notice a newspaper article or reference materials. It’s another to try to pass off
6 downloaded documents off as official documents. The evidentiary objections address that.

7 Also, this isn’t about elections decades ago. This is about the judicial interpretation of the
8 clear and unambiguous language in the current Charter for the City of Riverside. Where the
9 “legislative intent is expressed in unambiguous terms, we must treat the statutory language as
10 conclusive; no resort to extrinsic aids is necessary or proper. [Citations.]” (*Briggs v. Eden Council
11 for Hope & Opportunity* (1999) 19 Cal.4th 1106, 1119–1120.) However, here the proffered, albeit
12 arguably inadmissible, legislative history proffered by the City actually buttresses Moving Parties’
13 conclusions. (See *id.* at p. 1120.) That is, if the electorate decided in the past to withdraw from the
14 Mayor the ability to appoint chairs of City commissions, or “empower the Council at the expense of
15 the Mayor as to the selection of the City Manager,” that does not affect the express veto language in
16 Section 413. (See Opposition at 9:24-10:2.) The changes only show how the Mayor’s current
17 authority is not proactive as is the City Council’s authority, but rather reactive. It is comparable to
18 the authority of the President of the United States, while having no vote in Congress, to veto
19 Congress subject to a veto override vote. This is not a difficult concept. It’s a balance of powers.

20 **5. The City’s Conflict of Interest Arguments Miss the Point.**

21 While Moving Parties shall refer mostly to the moving papers on the City Attorney’s conflict
22 of interest, a couple of points should be made here. The City cites to Rule 1.13 of the current rules
23 of Professional Conduct to argue that the City is his client. While it is true that the City Attorney’s
24 client is the City, the City Attorney’s employer is also the City. He has a conflict for that reason. He
25 is a Charter Officer along with the City Manager and the City Clerk who all serve at the pleasure of
26 the City Council and would, if he had not opined against the Mayor’s veto authority for Charter
27 Officer personnel actions, be subject to that veto authority.

28 Rule 1.7 of the current Rules of Professional Conduct also require the that “a lawyer shall not

1 represent a client without written disclosure of the relationship to the client [] where . . . (1) the
2 lawyer has . . . a legal, business, financial, professional, or personal relations with or responsibility
3 to a party [] in the same matter.” This is consistent with former rule 3-310 entitled Avoiding
4 Representation of Adverse Interests that was in effect on February 6, 2018. “A member shall not
5 accept or continue representation of a client without providing written disclosure to the client where:
6 (1) [t]he member has a legal business, financial, professional, or personal relationship with a party or
7 witness in the same matter.” (Former rule 3-310(B)(1), Rules of Prof. Conduct.) Both are consistent
8 with Business and Professions Code section 6036, subdivision (d) which provides, in pertinent part:
9 “(d) A member required to disqualify himself or herself because of a conflict of interest shall (1)
10 immediately disclose the interest, [and] (2) withdraw from any participation in the matter.” (Bus. &
11 Prof. Code, § 6036, subdivision (d).) Moving Parties believe the disclosure should have been made,
12 and the City Attorney should have withdrawn from advising the City Council on veto authority –
13 most certainly he should have refrained from asserting, as he did during the February 6, 2018
14 Council Meeting, that he had ruled on the matter. (INDEX 0272.) Moving Parties also believe he
15 should do the same in the future as to any personnel action involving him or the other two Charter
16 Officers.

17 **6. This Motion Merely Asks the Court to Make a Determination that this**
18 **Proceeding is Subject to Code of Civil Procedure section 1021.5.**

19 Consistent with their cause of action for Declaratory Relief, Moving Parties request that the
20 court make a determination that this is the type of action contemplated under Code of Civil
21 Procedure section 1021.5 when a prevailing party enforces “an important right affecting the public
22 interest.” (Code Civ. Proc., § 1021.5.) Moving Parties are not so naïve that they believe this court
23 will automatically award them their fees and costs without a separate noticed motion and a
24 determination that they are the prevailing parties and their claimed fees are reasonable.

25 **CONCLUSION**

26 The City’s arguments evidence either a misunderstanding about the present motion or an
27 intent to mislead the court. There are no triable issues of material fact, as noted in Moving Parties’
28 Reply Separate Statement. The opposition is backward looking so the City can claim that the

1 declaratory relief cause of action seeks relief that will also be decided in the *Clymer* reverse
2 validation action, and that the litigation is moot after Mr. Russo's termination. Declaratory Relief,
3 which is properly invoked doesn't look backwards in that way. (*City of Cotati v. Cashman* (2002)
4 29 Cal.4th 69, 79 [" 'An action for declaratory relief lies when the parties are in fundamental
5 disagreement over the construction of particular legislation, or they dispute whether a public entity
6 has engaged in conduct or established policies in violation of applicable law.' " quoting *Alameda*
7 *County Land Use Assn. v. City of Hayward* (1995) 38 Cal.App.4th 1716, 1723.])

8 Here the City has engaged in conduct and it has established policies that violate the Charter,
9 the Municipal Code and City Council Resolution No. 23035 presently and in the future. It began
10 with the City Council's refusal to recognize the Mayor's veto authority on February 6, 2019, and it
11 continues by hamstringing the Mayor absent a judicial decision as to that authority. It began when
12 the City Attorney advised the City Council – that employs him – that the Mayor cannot veto
13 personnel actions as to him or any other Charter Officer. This also continues. The purpose of the
14 forward-looking Declaratory Relief cause of action, and this motion, is to ensure that the veto
15 conflict issues are not held hostage by court inaction.

16
17 Respectfully submitted,

18 THOMPSON & COLEGATE LLP

19 DATED: April 5, 2019

20 By: 

21 SUSAN KNOCK BECK
22 Attorneys for Petitioners/Plaintiffs,
23 WILLIAM R. ("RUSTY") BAILEY III,
24 MARCIA McQUERN, and THOMAS MULLEN
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I am employed in the County of Riverside, State of California. I am over the age of 18 years and not a party to the within action. My business address is **3610 Fourteenth Street, P. O. Box 1299, Riverside, California 92502.**

On April 5, 2019, I served the foregoing document described as **PETITIONERS'/PLAINTIFFS' REPLY TO THE CITY'S OPPOSITION TO THEIR MOTION FOR SUMMARY ADJUDICATION AS TO THE THEIR CAUSE OF ACTION FOR DECLARATORY RELIEF** on the interested parties in this action.

☒ by placing the original and/or a true copy thereof enclosed in (a) sealed envelope(s), addressed as follows:

SEE ATTACHED SERVICE LIST

☐ **BY REGULAR MAIL:** I deposited such envelope in the mail at 3610 Fourteenth Street, Riverside, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with the U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.

☐ **BY FACSIMILE MACHINE:** I transmitted a true copy of said document(s) by facsimile machine, and no error was reported. Said fax transmission(s) were directed as indicated on the service list.

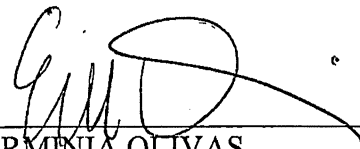
☒ **BY OVERNIGHT DELIVERY:** I caused such documents to be delivered overnight via an overnight delivery service in lieu of delivery by mail to the addressees. The envelope or package was deposited with delivery fees thereon fully prepaid.

☐ **BY ELECTRONIC MAIL:** I transmitted a true copy of said document(s) via electronic mail, and no error was reported. Said email was directed as indicated on the service list.

☐ **BY PERSONAL SERVICE:** I caused such envelope(s) to be delivered by hand to the above addressee(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on April 5, 2019, at Riverside, California.



ERMINIA OLIVAS

SERVICE LIST

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