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Attorneys for Petitioners/Plaintiffs
CRFL FAMILY APARTMENTS, L.P., OXNARD CRFL PARTNERS, LLC, and CRFL HOUSING PARTNERS, LLC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

CRFL FAMILY APARTMENTS, L.P., a California limited partnership, OXNARD CRFL PARTNERS, LLC, a Delaware limited liability company, and CRFL HOUSING PARTNERS, LLC, a California limited liability company,

Petitioners/Plaintiffs,

v.

ANA J. MATOSANTOS, in her capacity as Director of the State Department of Finance, CHRISTINE L. COHEN, in her capacity as Ventura County Auditor-Controller, STATE OF CALIFORNIA, STATE OF CALIFORNIA DEPARTMENT OF FINANCE, COUNTY OF VENTURA, COUNTY OF VENTURA AUDITOR-CONTROLLER'S OFFICE, CITY OF OXNARD, COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF OXNARD, SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF OXNARD, HOUSING AUTHORITY OF THE CITY OF OXNARD, UNITED WATER CONSERVATION DISTRICT, CALLEGUAS MUNICIPAL WATER DISTRICT, THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, OXNARD SCHOOL DISTRICT, OXNARD UNION HIGH SCHOOL DISTRICT, VENTURA COMMUNITY COLLEGE DISTRICT, VENTURA COUNTY OFFICE OF EDUCATION, COUNTY OF VENTURA WATERSHED PROTECTION DISTRICT, DOES 1 through 50, and ROES 1 through 50

Respondents/Defendants.

Case No. 34-2012-80001354

Assigned to the Honorable Timothy M. Frawley
Department 29

~~[PROPOSED]~~ WRIT OF MANDATE

Hearing Date:	January 16, 2013
Hearing Time:	1:30 p.m.
Department:	29
Date Action Filed:	December 24, 2012
Trial Date:	January 16, 2013

WHEREAS, Petitioners CRFL FAMILY APARTMENTS, L.P., OXNARD CRFL PARTNERS, LLC, and CRFL HOUSING PARTNERS, LLC ("Petitioners"), served and filed a duly verified petition for writ of mandate against the STATE DEPARTMENT OF FINANCE, COUNTY OF VENTURA AUDITOR-CONTROLLER, and other Respondents listed on the above-captioned pleading ("Respondents"), seeking a writ from the above-captioned court directing Respondents to recognize that certain Owner Participation Agreement dated March 23, 2010, by and between the Oxnard Community Development Commission and Oxnard Village Investments, LLC (the "OPA") and the associated funding commitment for the "Historic Enhancement and Revitalization of Oxnard (HERO) Wagon Wheel" affordable housing project (the "HERO Project") as an "enforceable obligation" under applicable California law (California Health and Safety Code, Division 24), including, without limitation, on the Recognized Obligation Payment Schedule (ROPS) for the period January 1, 2013, to June 30, 2013; and

WHEREAS, a hearing was held on January 16, 2013, the Honorable Timothy M. Frawley, Superior Court Judge in Department 29 of the above-captioned court, presiding; and

WHEREAS, on January 17, 2013, the Court GRANTED Petitioners' Writ of Mandate for all reasons as set forth in the Statement of Decision, attached hereto and incorporated herein by this reference ("Statement of Decision").

NOW, THEREFORE, by ORDER of this Court, Respondents and each of them are herby commanded (1) to recognize the OPA and the associated funding commitment for the HERO Project as an "enforceable obligation" for purposes of the California Community Development and Housing Law (California Health and Safety Code, Division 24), including, without limitation, on the Recognized Obligation Payment Schedule (ROPS) for the period January 1, 2013 to June 30, 2013; (2) as to the County of Ventura Auditor-Controller, to distribute from the Redevelopment Property Tax Trust Fund ("RPTTF") to the Successor Agency for the Oxnard Community Development Commission the amount of $14,267,022, or all proportionate amounts thereof now available, no later than two business days after issuance of this writ; (3) to proceed with any future action as necessary in light of the Court's ruling, findings, and analysis as reflected in the Statement of Decision; and (4) to make a return on this writ to this Court by January 31, 2013, informing the Court that the Respondents have complied with

this writ by recognizing the OPA and the associated funding commitment for the HERO Project as an "enforceable obligation" for the ROPS period from January 1, 2013, to June 30, 2013, and funding from RPTTF for the same.

WITNESS the Honorable Timothy M. Frawley, Judge of the Superior Court.

ATTEST my hand and the seal of this Court this 18th day of January 2013.

Dated: January 18, 2013

CLERK OF THE SUPERIOR COURT

By: _____

Name: FRANK TEMMERMAN

Department 29
Superior Court of California
County of Sacramento
720 Ninth Street
Timothy M. Frawley, Judge
Frank Temmerman, Clerk

Hearing Held: Wednesday, January 16, 2012, 1:30 p.m.

CRFL FAMILY APARTMENTS, L.P., et al. v. **ANA J. MATOSANTOS, in her capacity as Director of the State Department of Finance, et al.**	**Case Number: 34-2012-80001354**

Proceedings: **Petition for Writ of Mandate**

Filed By: **Hans Van Ligten and William H. Ihrke, Rutan & Tucker, LLP, Attorneys for Petitioners/Plaintiffs**

On January 15, 2013, the court issued a tentative ruling in the above-entitled proceeding. On January 16, 2013, at 1:30 p.m., the matter came on for hearing with counsel present as indicated on the record. The matter was argued and submitted. Having taken the matter under submission, the court now rules as follows:

RULING UNDER SUBMISSION

Introduction

In this proceeding, Petitioners/Plaintiffs CRFL Family Apartments, L.P., Oxnard CRFL Partners, LLC, and CRFL Housing Partners, LLC, seek to compel Respondents to recognize a former redevelopment agency's funding commitment as an "enforceable obligation." The Court shall grant the petition.

Background Facts and Procedure

As part of the 2011-12 Budget Act, the California Legislature enacted AB 1X26 ("AB 26") to help address the State's budget crisis. AB 26 consists of two principal components, codified as new parts of the California Health and Safety Code. (See *California Redevelopment Assn. v. Matosantos* (2011) 53 Cal.4th 231, 250-251.)

Part 1.80 is the "freeze" component. (*Ibid.*) In Part 1.80, the Legislature suspended redevelopment agencies' ability to incur new obligations and engage in new business. (*Ibid*; see also Cal. Health & Saf. Code §§ 34161-34169.5.) Among other things, the "freeze" prohibits redevelopment agencies from making loans and entering into agreements to provide financial assistance; from entering into contracts; from transferring or disposing of assets, and from amending or modifying the terms and conditions of existing agreements or obligations. (Cal. Health & Saf. Code § 34163.) The "freeze" component took effect on June 29, 2011. Thus, effective June 29, 2011, redevelopment agencies could no longer incur new indebtedness, enter into new agreements, or expand existing agreements.

Part 1.85 is the "dissolution" component. (*Matosantos, supra,* 53 Cal.4th at p.251; see also Cal. Health & Saf. Code §§ 34170-34191.) It dissolves all redevelopment agencies and provides for "successor agencies" to wind down the affairs of the former redevelopment agencies. (*Matosantos, supra,* 53 Cal.4th at p.251.) As enacted, all provisions in Part 1.85 were supposed to become operative on October 1, 2011. However, in *Matosantos*, the California Supreme Court extended all statutory deadlines contained in Part 1.85 and arising before May 1, 2012, by four months. (*Id.* at p.275.) Accordingly, under AB 26, as modified by *Matosantos*, redevelopment agencies were dissolved and replaced by successor agencies on February 1, 2012.

While AB 26 prohibits redevelopment agencies (and their successor agencies) from incurring new obligations, AB 26 was not intended to impair "enforceable obligations" of existing contracts. Under AB 26, successor agencies must continue to make payments due for, and perform the obligations required by, the former redevelopment agency's "enforceable obligations." (See Cal. Health & Saf. Code §§ 34167, 34169, 34177; see also Cal. Health & Saf. Code § 34182.)

AB 26 broadly defines the term "enforceable obligations" to include bonds, loans, judgments, and any legally binding and enforceable contract or agreement that is not otherwise void as violating the debt limit or public policy, entered into prior to the effective date of AB 26. (Cal. Health & Saf. Code §§ 34167(d), 34171(d).)

AB 26 established procedures to assure the payment/performance of "enforceable obligations." In general, all enforceable obligations that the successor agencies are required to pay must be listed and organized on a

"Recognized Obligation Payment Schedule" ("ROPS"). (Cal. Health & Saf. Code § 34177.) The ROPS sets forth the minimum payment amounts and due dates of payments required by the enforceable obligations of the former redevelopment agency.

The successor agency is required to prepare a separate ROPS for each six month fiscal period, beginning January 1, 2012. The first ROPS covered the six-month period ending on June 30, 2012. There will be an additional ROPS for each succeeding six-month period thereafter until the former redevelopment agency's enforceable obligations are paid off or retired.

After a ROPS is complete, the successor agency must submit it for approval to the successor agency's "oversight board," which is given authority to approve or disapprove each recognized obligation. Once an oversight board either approves or disapproves a ROPS, the Department of Finance may then undertake its own review of the oversight board's action. (Cal. Health & Safety Code §§ 34177, 34179(h).)

In this case, the Successor Agency to the Oxnard Community Development Commission ("CDC") lists the "Historic Enhancement and Revitalization of Oxnard (HERO) Wagon Wheel" affordable housing project (the "HERO" project) as recognized obligation in the Successor Agency's ROPS for the fiscal period January 1, 2013, through June 30, 2013.

The HERO project is part of a comprehensive development project known as "the Village." The Village is a 63-acre project involving the construction of approximately 1,500 units in the City of Oxnard. On January 27, 2009, the City approved the Village project and entered into a Development Agreement with Oxnard Village Investments, LLC ("Oxnard Investments"). As part of the Development Agreement for the Village, the City required an affordable housing component. The HERO project is part of the Village's affordable housing component.

To facilitate the development of the HERO project, on March 23, 2010, the CDC (as the City's redevelopment agency) and OVI entered into an Owner Participation Agreement ("OPA") pursuant to the Community Redevelopment Law. Under the OPA, the CDC agreed to lend a cumulative, not to exceed, amount of $15,267,022 for the development of affordable housing.

The same day, March 23, 2010, Oxnard Investments and Oxnard Village Family Apartments, L.P. ("Oxnard Family Apartments"), entered into an Assignment and Assumption Agreement whereby Oxnard Investments assigned all of its rights and obligations as the "Developer" of the affordable housing project to Oxnard Family Apartments. The following day, March 24, 2010, the CDC provided its written consent to that assignment.

Thereafter, on March 1, 2012, Oxnard Family Apartments entered into an agreement to assign all of its rights and obligations as the "Developer" to Petitioner CRFL Family Apartments, L.P. ("CRFL Family Apartments"). The Successor Agency to the CDC subsequently determined that the assignment was a "Permitted Transfer" under the OPA, and consented to the assignment.

Item 20 of the Successor Agency's ROPS lists the HERO project as an enforceable obligation under the OPA executed on March 23, 2010. The ROPS provides that the Successor Agency has an obligation to pay $14,267,022 for this obligation during the period covered by the ROPS. The ROPS was submitted to and approved by the Successor Agency's Oversight Board on August 15, 2012.

Department of Finance subsequently reviewed and disapproved the HERO project as a recognized obligation, on the following three grounds: (1) the agreement for development of the HERO project was not in place prior to the effective date of AB 26 (June 29, 2011) because it was assigned on March 1, 2012; (2) the CDC was required to be, but was not, a party to the assignment agreement; and (3) the OPA is not an enforceable obligation because Oxnard Family Apartments, an obligee, was dissolved and no longer exists.

On December 24, 2012, Petitioners filed this action. Petitioners seek an order declaring, and compelling Respondents to recognize, the OPA as an "enforceable obligation" for purposes of the ROPS.

Petitioners assert that the OPA is a valid and binding contract between Oxnard Investments and the CDC. Therefore, Petitioners assert the OPA constitutes an "enforceable obligation" under AB 26. (See Cal. Health & Saf. Code §§ 34167(d), 34171(d).)

Respondents contend that whether the OPA is (or was) a valid and binding contract is beside the point because Petitioners are not validly parties to the OPA.

Discussion

The issue in this case is not whether the OPA was an enforceable obligation between Oxnard Investments and the CDC. All parties appear to agree to it was. The issue in this case is whether the OPA continues to be an "enforceable obligation" notwithstanding the assignment of that agreement from Oxnard Investments (to Oxnard Family Apartments and then) to CRFL Family Apartments.

Respondents contend that the OPA was not (and could not be) validly assigned to Petitioner CRFL Family Apartments after AB 26 took effect because AB 26 prohibits successor agencies from entering into new contracts and amending the terms and conditions of existing contracts. Because the OPA could not be

assigned unless the redevelopment agency or its successor consented to the assignment and executed an assignment and assumption agreement, Respondents contend the Successor Agency could not legally approve the assignment. Therefore, Respondents contend, the attempted assignment of the OPA to Petitioner CRFL Family Apartments is not valid and Petitioners cannot claim the OPA as an enforceable obligation.

Petitioners argue that although the Successor Agency's consent to the assignment was obtained, it was not required. Petitioners argue that the assignment of the OPA to CRFL Family Apartments was a "permitted transfer," which did not require a "new agreement" or any "amendment" or "modification" to the original OPA. Accordingly, Petitioners contend, the OPA remains an "enforceable obligation" and Petitioners have standing to enforce the OPA as "permitted transferees."

Respondents dispute that a "permitted transfer" avoids the need for the Successor Agency's written approval of the assignment, which, Respondents contend, the Successor Agency could not (and did not) legally give. Further, even if status as a permitted transfer avoids the need for written approval, Respondents dispute that the assignment to CRFL Family Apartments was a permitted transfer.

The Court agrees with Petitioners that the Successor Agency is not prohibited from consenting to a "permitted transfer" of the rights and obligations of the "Developer" under the OPA.

Respondents appear to rely on California Health and Safety Code section 34163, which prohibits, among other things, agencies from entering into new agreements and amendments/modifications to existing agreements. However, the purpose of this statute (and this part) was to impose restrictions (i.e., the "freeze") on former redevelopment agencies prior to their dissolution. The obligations and restrictions of successor agencies are set forth in a separate part of the law, namely, Chapter 3 of Part 1.85.

Section 34177.3 addresses "limitations" on the authority of successor agencies. It provides that successor agencies shall lack authority to, and shall not, create "new enforceable obligations" or begin new redevelopment work "except in compliance with an enforceable obligation." (Cal. Health & Saf. Code § 34177.3.) It is noteworthy that, unlike section 34163, section 34177.3 does not explicitly prohibit successor agencies from entering into new contracts or amendments of existing contracts. It simply prohibits successor agencies from creating new enforceable obligations.

Section 34177 of Part 1.85 addresses the "obligations" of successor agencies. It provides that successor agencies are required, among other things, to continue to make payments due for enforceable obligations and to "perform obligations

required pursuant to any enforceable obligation." (Cal. Health & Saf. Code § 34177.)

The relevant inquiry here, therefore, is not whether the Successor Agency "executed" or was required to execute an assignment and assumption agreement, but whether the Agency – in consenting to the assignment -- created a new enforceable obligation. The Court is persuaded that it did not.

Because this was a "permitted transfer," the Successor Agency merely was required to approve the "form and content" of the assignment agreement. Such approval would not (and did not) create a new enforceable obligation. In fact, under the OPA, the Agency cannot unreasonably withhold its approval of the documentation of a permitted transfer. (See OPA, § 1.4 ["Permitted Transfer"].)

Moreover, even if the restrictions of section 34163 were intended to apply to successor agencies, the Court does not construe section 34163 to prohibit the Successor Agency from approving the documentation of a permitted transfer.

As a means of facilitating the dissolution of redevelopment agencies and the "wind-up" – or (depending on your perspective) "wind-down" – of their affairs, the Legislature stripped redevelopment agencies (and their successors) of the ability to incur new indebtedness, commitments, or obligations. However, the Legislature ensured that existing obligations would continue to be honored. AB 26 requires redevelopment agencies and the successor agencies to continue to pay existing debts and perform existing obligations. (See, e.g., Cal. Health & Saf. Code §§ 34169, 34177; *Matosantos*, *supra*, 53 Cal.4th at pp.250-251.) The assumed purpose of these provisions was to avoid an unconstitutional impairment of existing contracts. (*Matosantos, supra*, 53 Cal.4th at p.263.)

The restrictions on redevelopment agencies' authority to make commitments and amend/modify existing agreements must be construed in this context. The Legislature clearly intended to prohibit redevelopment agencies from agreeing to new redevelopment plans or activities, from making new loans or funding commitments, and from expanding existing plans, activities, loans, obligations or commitments. However, at the same time, the Legislature did not intend to impair existing agreements and debts. (Cal. Health & Saf. Code §§ 34167(d), 34171(d).)

In this case, the parties agreed in the contract (the OPA) that the "Developer" shall not transfer any part of the Property or any interest in the Agreement without the prior written approval of the redevelopment agency, "except as to Permitted Transfers." As to Permitted Transfers, prior written approval was not required; the agency simply had to approve the "form and content" of the documentation of the transfer. (See OPA § 1.6(a)-(c).)

This was an essential term of the agreement. To deprive the party to the agreement of this important right, as Respondents suggest, would inevitably raise serious impairment of contract questions since it would deprive a private party of an important right negotiated as part of the agreement. (See *S. Cal. Gas Co. v. City of Santa Ana* (C.D. Cal. 2002) 202 F. Supp. 2d 1129, 1133.)

This would not only call into question the constitutionality of section 34163, but also would defeat the Legislature's intent to honor existing enforceable obligations. Accordingly, even if the restrictions of section 34163 are construed to apply to successor agencies, the Court is persuaded that they were not intended to apply in a case such as this, where the Successor Agency neither created a new enforceable obligation nor expanded an existing one.

The Court likewise rejects the contention that the Agency's approval of a permitted transfer required Oversight Board approval. Section 34180 of Part 1.85 delineates which successor agency actions must be pre-approved by the Oversight Board. There is nothing in section 34180 to suggest that Oversight Board approval was required in this context. The Oversight Board still may have the authority – and even responsibility – to review the actions taken by the Successor Agency, but the Successor Agency's actions are not invalid for lack of pre-approval by the Oversight Board.

The remaining question to be answered is whether the assignment to CRFL Family Apartments qualifies as a permitted transfer under the OPA. If so, Petitioners had a contractual right to make the transfer, subject only to the former redevelopment agency's (now Successor Agency's) approval of the "form and content" of the transfer documentation. If not, Petitioners were required to obtain the Successor Agency's "prior written approval" for the transfer itself. (See OPA § 1.6(a)-(c).)

The OPA defines permitted transfer and permitted transferee as follows:

> "Permitted Transfer" means any of the following:
>
> (i) An assignment of this Agreement and all of Developer's interests in the Property to a corporation, limited partnership or limited liability company in which Developer, or an Affiliate owns majority interest and is the controlling and managing partner or member with control over management;
>
> (ii) An assignment of the Property (in whole or part, including, but not limited to the Affordable Housing Sites) to an affordable housing developer for the purpose of receiving low income housing Tax Credits; and

(iii) The inclusion of equity participation in Developer, by the sale, transfer, syndication or addition of ownership interests, - including, without limitation, stock, limited partnership shares or limited liability company shares, or similar mechanism, so long as Developer or its principal owners as of the date of execution of this Agreement continue to own a majority interest and have control over management.

The documentation evidencing any such transfer shall be subject to the reasonable approval of the Director or designee in accordance with the standards set forth in the respective provisions of this Agreement.

"Permitted Transferee" means the transferee of a Permitted Transfer. A Permitted Transferee shall retain all rights and assume all obligations under this Agreement as to that portion of the Property that is conveyed to the Permitted Tran[s]feree, evidenced by execution of the assignment and assumption agreement specified in Section 1.6.c. (OPA § 1.4.)

The term "Affiliate" is defined as:

"Affiliate" shall mean (i) any Person directly or indirectly controlling, controlled by or under common control with another Person, (ii) any Person owning or controlling 50% or more of the outstanding voting securities of such other Person or (iii) if that other Person is an officer, director, member or partner, then any company for which such Person acts in any such capacity. The term "control" as used in the immediately preceding sentence shall mean the power to direct the management or the power to control election of the board of directors. It shall be a presumption that control with respect to a corporation or limited liability company is the right to exercise or control, directly or indirectly, more than 50% of the voting rights attributable to the controlled corporation or limited liability company, and, with respect to any individual, partnership, trust, other entity or association, control is the possession, indirectly or directly, of the power to direct or cause the direction of the management or policies of the controlled entity. (OPA § 1.4.)

Petitioners originally claimed that the assignment to CRFL Family Apartments qualified as a permitted transfer under subdivisions (i) and (ii) of the definition of "Permitted Transfer." However, at the hearing, Petitioners conceded that subdivision (i) likely does not apply because Carl Renezeder is not a "majority" owner of CRFL Family Apartments. Even though Oxnard CRFL Partners, LLC owns 99% of CRFL Family Apartments, Carl Renezeder owns only 50% of Oxnard CRFL Partners, LLC, which is not a "majority" interest. The key issue,

therefore, is whether the transfer at issue is a permitted transfer under subdivision (ii). The Court is persuaded that it is.

The evidence before the Court shows that a portion of the Property was transferred to CRFL Family Apartments, as an affordable housing developer, for the purpose of receiving low income housing Tax Credits. This was, therefore, a permitted transfer.

Respondents note, correctly, that a transfer of the Property is not the same as transfer of the OPA agreement, and argue that subdivision (ii) only permits a transfer of the Property. The Court does not agree.

The definition of "Permitted Transferee" – and logic – dictates that an assignment of the agreement was intended to follow an assignment of the Property. Title to the Property would be meaningless if the "affordable housing developer" did not have the rights under the agreement. Likewise, it would make no sense for the agency to pre-approve changes in ownership if the new owner were not also subject to the obligations imposed by the agreement.

The OPA's definition of a Permitted Transferee supports this interpretation: "*A Permitted Transferee shall retain all rights and assume all obligations under this Agreement* as to that portion of the Property that is conveyed to the Permitted Transferee, *evidenced by execution of the assignment and assumption agreement specified in Section 1.6.c.*" (OPA § 1.4 [emphasis added].) Accordingly, the Court concludes that subdivision (ii) permits a transfer of both real property *and* the OPA agreement, if the transfer is to an affordable housing developer for the purpose of receiving low income housing Tax Credits.

Thus, the transfer of the OPA to CRFL Family Apartments was a permitted transfer and CRFL Family Apartments is a permitted transferee. It follows that CRFL Family Apartments obtained all rights and assumed all obligations under the OPA agreement, and therefore can claim the OPA as an enforceable obligation.[1]

Disposition

The petition is GRANTED. The Court shall issue a writ of mandate ordering Respondents and each of them to recognize the Owner Participation Agreement (OPA) and the associated funding commitment for the "Historic Enhancement and Revitalization of Oxnard (HERO) Wagon Wheel" affordable housing project (the HERO project) as an "enforceable obligation" for purposes of the California Community Development and Housing Law (California Health and Safety Code,

[1] Because the Court concludes that the transfer to CRFL Family Apartments was a permitted transfer, the Court finds it unnecessary to decide whether Petitioners could claim the OPA as an "enforceable obligation" even if the transfer were not a permitted transfer.

Division 24), including, without limitation, on the Recognized Obligation Payment Schedule (ROPS) for the period January 1, 2013, to June 30, 2013.

Counsel for Petitioners is directed to immediately prepare a formal judgment (incorporating this ruling) and writ, and submit them to the court for signature and entry of judgment.

Petitioners shall be entitled to recover their costs of suit upon appropriate application.

The injunctive relief previously granted by the Court shall continue and remain in effect pending entry of judgment in this action.

This ruling shall constitute the Court's statement of decision.

SO ORDERED.

Date: _____, 2013

_____

Timothy M. Frawley
Judge of the Superior Court of California
County of Sacramento

PROOF OF SERVICE VIA OVERNIGHT MAIL AND VIA E-MAIL

(Sacramento County Superior Court
Case No. 34-2012-80001354)

STATE OF CALIFORNIA, COUNTY OF ORANGE

I am employed by the law office of Rutan & Tucker, LLP in the County of Orange, State of California. I am over the age of 18 and not a party to the within action. My business address is 611 Anton Boulevard, Suite 1400, Costa Mesa, California 92626-1931. My electronic notification address is tamorgan@rutan.com.

On January 18, 2013, at I served on the interested parties in said action the within:

[~~PROPOSED~~] WRIT OF MANDATE

by depositing in a box or other facility regularly maintained by Norco, an express service carrier, or delivering to a courier or driver authorized by said express service carrier to receive documents, a true copy of the foregoing document in sealed envelopes or packages designated by the express service carrier, addressed as stated below, with fees for overnight delivery provided for or paid and by transmitting a true copy of the foregoing document(s) to the e-mail addresses set forth as stated on the attached mailing list.

Executed on January 18, 2013, at Costa Mesa, California.

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

Tara Morgan
(Type or print name)

(Signature)

SERVICE LIST

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