C. D. Michel - S.B.N. 144258
Sean A. Brady - S.B.N. 262007
MICHEL & ASSOCIATES, LLP
180 E. Ocean Boulevard, Suite 200
Long Beach, CA 90802
Telephone: 562-216-4444
Facsimile: 562-216-4445

Attorneys for Proposed Relators

BEFORE THE ATTORNEY GENERAL

OF THE STATE OF CALIFORNIA

JOHN RANDO and MARIANO A. RODAS, Proposed Relators, vs. FRANK QUINTERO, individually and in his official capacity as Glendale City Councilmember; CITY OF GLENDALE, Defendants.	OPINION NO.: 13-504 (Assigned to Deputy Attorney General, Marc J. Nolan) **PROPOSED REPLY TO DEFENDANTS' OPPOSITION TO RELATORS JOHN RANDO'S AND MARIANO A. RODAS' APPLICATION FOR LEAVE TO SUE IN QUO WARRANTO**

TABLE OF CONTENTS

TABLE OF CONTENTS

PAGE(S)

STATE CASES

TABLE OF CONTENTS (CONT.)

PAGE(S)

STATE CASES (CONT.)

OTHER AUTHORITY

I. INTRODUCTION

Proposed Defendants ("Defendants") incorrectly portray Proposed Relators' ("Relators") challenge as requiring an interpretation of Article VI, Section 12 of the Glendale City Charter ("Section 12") that precludes a former councilmember from holding any "elected office" within two years of leaving office. The question presented does not go so far – and cannot because such would be seeking a political opinion. The sole issue here is whether Defendant Quintero's *appointment* to the position of councilmember violates Section 12. On that score, Section 12 is clear: it bars former councilmembers from holding "*any* city office" within two years of leaving office. The office of city councilmember is a "city office" and Defendants' contention that the term "any city office" excludes the city office of councilmember is ludicrous. It requires one to ignore the plain language of – and to rewrite – Section 12. Nothing in the plain language of that section, or its legislative history, supports that contention.

And even if "any city office" includes all "elected offices" (regardless of whether one is elected or appointed), such an interpretation would not be fatal to Relators' challenge. Requiring Mr. Quintero to wait two years to seek re-election or appointment to the council would be no more onerous than various term-limit provisions, which have been held lawful. In any event, Defendants' argument that the position of councilmember must be treated as an "elected office" – that is not a "City office" – and so is exempted from Section 12, even when filled by an *appointment*, simply raises yet another question that a court should decide.

Defendants' other argument, that the public interest is not served because Relators' political views on an unrelated matter are allegedly the motive for this action, is both irrelevant and offensive to constitutional values. Taking peoples' positions on unrelated political issues into account in determining whether they deserve leave to sue would create an entirely new criterion for granting leave to sue, and raises serious First Amendment concerns. Under Defendants view, to what extent can a proposed relator disagree with an office holder and still qualify to challenge the legality of his holding that office?

Finally, Defendants' assertion that this matter is "moot" is simply incorrect.

Relators have raised a substantial question of law concerning the legality of Defendant

Quintero's appointment under Section 12. Simply enforcing the City Charter itself necessarily serves the public interest. Leave to sue in quo warranto should be granted.

II. DEFENDANTS HAVE FAILED TO SHOW THAT NO SUBSTANTIAL QUESTION OF LAW APPROPRIATE FOR JUDICIAL REVIEW EXISTS

Defendants contend that there is no question that Section 12 excludes Defendant Quintero's appointment to councilmember from its two year restriction because, according to them: (1) Section 12's term "*any* city office" is ambiguous; (2) such was not intended by those who voted for its adoption; (3) reading Section 12 as doing so would be an "absurd result;" and, (4) constitutional principles preclude the office of councilmember from being subject to Section 12. Defendants are wrong on all counts.

A. The Term "City Officer" in Section 12 Is Not Ambiguous

When addressing the rules of charter construction, the California Supreme Court has held that "we construe the charter in the same manner as we would a statute." *Domar Elec., Inc. v. City of Los Angeles*, 9 Cal. 4th 161, 171 (1994) (citing *C.J. Kubach Co. v. McGuire*, 199 Cal. 215, 217 (1926)). "Words used in a statute or constitutional provision should be given the meaning they bear in ordinary use." *Lungren v. Deukmejian*, 45 Cal. 3d 727, 735 (1988) (citing *In re Rojas,* 23 Cal.3d 152, 155 (1979)). "To determine the common meaning, a court typically looks to dictionaries." *Consumer Advocacy Grp., Inc. v. Exxon Mobil Corp.*, 104 Cal. App. 4th 438, 444 (2002) (citing *People ex rel. Lungren v. Superior Court*, 14 Cal. 4th 294, 302 (1996)). "Office" is defined as "a special duty, charge, or position conferred by an exercise of governmental authority and for a public purpose: a position of authority to exercise a public function and to receive whatever emoluments may belong to it." *Merriam-Webster Online Dictionary* (2013), *available at* http://www.merriam-webster.com/dictionary/office. To say the position of councilmember is not contemplated by this ordinary definition of "office" (or at least arguably does) is to defy logic.

Moreover, the Charter itself shows the position of councilmember is subject to Section 12's two-year restriction. First, as explained in the opening brief, Article IV, Sections 1 and 3 of the Charter, clearly identify councilmembers as "officers" who receive "compensation." Proposed Relators; Mem. of P. & A. **3.** Defendants disingenuously dismiss those contextual references as

"extrinsic aids." Proposed Defs.' Opp'n 7. But, it is proper to construe Section 12 in light of the Charter as a whole. "It is assumed that a city has existing laws and charter provisions in mind when it enacts or amends a charter." *San Francisco Internat. Yachting etc. Grp. v. City & Cnty. of San Francisco*, 9 Cal. App. 4th 672, 682 (1992); *Lungren v. Deukmejian*, 45 Cal.3d 717, 735 (1988) (explaining that "each sentence must be read not in isolation but in the light of the statutory scheme.")[1]

More importantly, Section 12 itself necessarily contemplates councilmembers as being subjcet to its two-year restriction. The first sentence in Section 12, which Defendants themselves describe as the "primary" emphasis of the provision's 1982 amendment, Proposed Defs.' Opp'n 3, states, in relevant part: "A councilmember shall not hold any *other* City office . . .." Glendale, Cal., City Charter art. VI, sec. 12 (1982) (emphasis added). Under the rules of statutory construction, the "other" necessarily means that "City office" includes the subject of the sentence, "councilmember." The second sentence of Section 12 (the one at issue here) likewise necessarily contemplates "councilmember" as being included in "any City office." To find otherwise would require the term "City office" to have two different meanings in contiguous sentences within the same provision, governing the same activity. Such a construction would not only be absurd, but would run afoul of the rule that words must be construed in context, and provisions relating to the same subject matter must be harmonized to the extent possible. *Dyna–Med, Inc. v. Fair Employment & Housing Com.*, 43 Cal.3d 1379, 1387 (1987).

Defendants point out that other provisions in the Charter make a distinction between elective and non-elective offices, suggesting that this means Section 12's not doing so shows "elective offices" like councilmember – assuming Defendant Quintero's *appointment* could even be considered such – are not contemplated by Section 12's two-year restriction. But, this shows the exact opposite. The Charter contemplates distinctions between types of offices when it does not want a provision to apply to a particular office, but the drafters of Section 12 chose not to

---

[1] Defendants also claim that the lack of a cross-reference to Article IV, Sections 1 and 3 in Section 12 shows it did not contemplate the same definition, but cross-referencing is scarcely employed in the entire Charter; Relators count only three instances.

make such a distinction, instead opting to make it apply to *any* office. "Any" is defined as "every – used to indicate one selected without restriction." *Merriam-Webster Online Dictionary* (2013), *available at* http://www.merriam-webster.com/dictionary/any. That the definition of "office" was intended by Section 12's drafters to include *every* office is further supported by the fact that, the previous version of Section 12 contained the term "elective office" but that term was not carried over into the new amended Section 12. *See* 1982 Ballot Pamphlet at Opp'n Exhibit No. 3.

Defendants' attempt to inject ambiguity where there is none by citing to *Leymel v. Johnson*, 105 Cal.App. 694 (1930) is desperate. Proposed Defs.' Opp'n 7. *Leymel* merely explains that it may not be entirely clear what the universe of positions contemplated by the term "office" might be, but makes clear that courts consider positions of governmental authority like that of councilmember to be an office. *Leymel*, 105 Cal. App. At 696; 698-99. Even under *Leymel*, it would be odd to interpret "any city office" as excluding the position of city councilmember.

In any event, there is at least a legal question as to the meaning of "city office" in Section 12. Defendants' description of that term as "unquestionably ambiguous," Proposed Defs.' Opp'n 7, is an admission of such. And per the very authority Defendants rely on, *Id.* 5-6, it is a question that a court should decide. "[T]he 'plain meaning' rule does not prohibit *a court* from determining whether the literal meaning comports with its purpose." *Lungren*, 45 Cal.3d at 735 (emphasis added). That is all that is required to meet the first prong of the test to grant Relators leave to sue in quo warranto. *See* 25 Ops. Cal. Atty. Gen. 237, 240.

B. There Is No Indication that Voters Intended to Exclude the Position of Councilmember from Section 12's Two-Year Restriction; to the Contrary, All Relevant Evidence Suggests They Did Not

Defendants contend that the voters did not intend Section 12's two-year restriction to apply to the office of councilmember because they "never contemplated (nor were they informed) that" it would. Proposed Defs.' Opp'n 9. But, neither the rules of statutory construction nor Section 12's legislative history support Defendants' view.

///

///

///

1. Voters' Intent Is Presumed to Be Reflected in a Provision's Clear Language

Courts have explained that to determine voters' intent "we first look to the words of the provision adopted," *People v. Jones*, 5 Cal.4th 1142, 1146 (1993), and "[i]f the language is clear and unambiguous, there ordinarily is no need for construction." *Id.*. "[W]e presume that the voters intended the meaning apparent on the face of the initiative measure, and the court may not add to the statute or rewrite it to conform to an assumed intent that is not apparent in the language.". *Lesher Communications, Inc. v. City of Walnut Creek*, 52 Cal.3d 531, 543, (1990).

As explained above, Section 12 unambiguously includes councilmembers among the "City offices" subject to its two-year restriction, and therefore it is presumed that the voters intended such. This presumption can be overcome, as Defendants note, where conflicts with the voters' intent are "apparent in the statute [Section 12]" itself, *Lungren*, 45 Cal. 3d at 735, or where adhering to the plain language leads to absurd results, in which case extrinsic evidence like legislative history can be consulted. But, neither is the case here.

This is not a situation like those cases where a court would eschew literal language to determine the voters' intent. In such cases, there are usually undeniable indicia of conflicts with the provision's purpose. In *Lungren* – a case heavily relied on by Defendants – for example, the court listed *several* problems with the interpretation put forth by the plaintiff because it would require odd readings or the voiding of other provisions. *Lungren*, 45 Cal. 3d at 733-38. As explained above, the same would result here if one adopted Defendants' interpretation.

Thus, the presumption that Section 12's literal meaning was intended remains unrebutted unless it would lead to an "absurd result." It does not. Barring Defendant Quintero's appointment to councilmember makes perfect sense in light of Section 12's clear purpose.

2. Barring Defendant Quintero's Appointment to the City Council under Section 12's Plain Language Is Not an Absurd Result Requiring Consideration of Extrinsic Evidence

Defendants set forth two reasons why they believe Relators' view of Section 12 would lead to absurd results. First, Defendants claim it would prevent recalled councilmembers from running for reelection, which would violate the Equal Protection Clause under *De Bottari v.*

Melendez, 44 Cal.App.3d 910 (1975). Second, Defendants claim it would necessarily mean that councilmembers would be precluded from running for reelection within two years of having left the council.

Setting aside the fact that whether a former councilmember is barred from being *elected* to a "City office" within two years of leaving office is not the issue presented here since Defendant Qunitero was *appointed*, Defendants' arguments are nevertheless without merit.

Prohibiting former councilmembers in general from seeking reelection within two years is not the type of absurd result that would cause a court to consider extrinsic evidence. In *Woo v. Superior Court*, 83 Cal. App. 4th 967 (2000), a case that Defendants heavily rely on, for example, where the court found a provision led to an "absurd" result and thus required consideration of extrinsic evidence, the court held that were it to accept the literal meaning of the charter amendment at issue – which deleted from the city's term-limit rule that only terms commenced on or after July 1, 1993 would be counted – seven of fifteen council districts, despite having been reelected by the people at the same time the amendment was adopted, would have immediately become unrepresented and required a special election or appointment. 83 Cal.App.4th at 974-77. Upon considering the ballot pamphlet, it was readily apparent that the literal reading of the provision did not correspond to the voters' intent, because it stated that the existing term limits would be "*retain[ed]*," indicating to the voters that there *was no change*. *Id.* at 977.

Barring former councilmembers from obtaining "*any* City office" within two years of their departure is not an absurd result requiring consideration of extrinsic evidence. To the contrary, to adopt Defendants' position and find that "City office" should have a different meaning in the provision at issue than that term has in the rest of Glendale's Charter, including in the sentence immediately proceeding it in the same section, would be an absurd result. The voters obviously intended to preclude former council members from some city offices. Thus, interpreting Section 12 as barring a recently retired councilmember to be appointed by his former colleagues, would not be absurd.[2]

---

[2] And, to the extent any constitutional issues with Section 12 are raised under *De Bottari* –

In any event, whether adhering to Section 12's clear language by barring Defendant Quintero's appointment to the City Council is an "absurd result" is an appropriate legal question for a court, which is all that is needed to satisfy the first prong of the test to be granted leave to sue in quo warranto.

There is no need to look beyond Section 12's plain language, and even if it were appropriate to do so, all relevant evidence supports Relators' view.

3. Section 12's Legislative History Clearly Contemplates Councilmembers as Being Subject to Its Two-Year Restriction

Defendants contend that the legislative history shows voters did not intend to subject councilmembers to Section 12's two-year restriction. But, the very materials on which Defendants rely contradict their position.

a. The Ballot Pamphlet Strongly Suggests That Councilmembers Were Intended to Be Subject to Section 12's Two-year Restriction

Defendants' main argument is that the ballot pamphlet is silent on whether Section 12's two-year restriction applies to counilmembers, and thus it could not possibly so apply. But the pamphlet is not silent on that point. Rather, as described immediately below, the pamphlet shows the opposite. Nevertheless, the absence of an affirmative statement in the pamphlet that this exact situation is contemplated by the Charter amendment is not sufficient to overcome the clear language of Section 12 itself. "Where the words of the charter are clear, we may not add to or alter them to accomplish a purpose that does not appear on the face of the charter or from its legislative history." *Domar Elec.*, 9 Cal. 4th at 171. In other words, in the absence of a clear intent to exclude councilmembers from the two-year restriction, the plain meaning of Section 12 controls.

---

which is doubtful since that case involved a far different provision – a court could simply construe the term "leaving" in Section 12 as being limited to voluntary departures, like that of Defendant Quintero. Such would not preclude recalled councilmembers from running for reelection within two years, avoiding the asserted constitutional problem. provisions are to be interpreted to avoid constitutional infirmity, *McClung v. Employment Dev. Dep't*, 34 Cal. 4th 467, 477 (2004).

Defendants cite no concrete example, like that in *Woo*, 83 Cal.App.4th 977-79, of language in the legislative history that shows voters intended to *exclude* appointments of a former city councilmember from Section 12's restrictions, nor to any that would *allow* such appointments either. Defendants' view is unsupported by the ballot pamphlet and would improperly alter Section 12's clear and express language.

Moreover, the pamphlet itself makes reasonably clear that councilmembers are indeed subject to Section 12's restriction. Defendants' claim that the Arguments appearing in the pamphlet only mention "employment" positions is simply not accurate. Defendants conspicuously avoid explaining the appearance of the word "office" in the Argument, which provides:

> [This amendment] clearly states that *a council member* may not hold *another City Office* nor may a council member use his influence to obtain employment with the City until two years after leaving his council office.

1982 Ballot Pamphlet at Opp'n Ex. No. 3 (emphasis added).

This narrative clearly reiterates that a councilmember is considered a "City office" under Section 12, and that former councilmembers cannot hold a "City office" until two years after leaving office. Defendants' contention that the Argument only applies to "employment" – if that even makes a difference – thus requires ignoring the presence of the word "office" therein.

Defendants contend that because the examples of potential ramifications in the Argument Section against the amendment only mentioned "non-elected" positions the voters did not intend for Section 12 to include councilmemebers in its two-year restriction. But they fail to explain why its drafters used the word "any" instead of "non-elective" or "appointed" offices. Further:

> a possible inference based on the ballot argument is an insufficient basis on which to ignore the unrestricted and unambiguous language of the measure itself. It would be a strained approach to constitutional analysis if we were to give more weight to a possible inference in an extrinsic source (a ballot argument) than to a clear statement in the Constitution itself.

Delaney v. Superior Court, 50 Cal. 3d 785, 803 (1990).

Tellingly, Defendants avoid mentioning that the pamphlet Argument shows voters that the previous version of Section 12 (that was to be amended) expressly exempted "an elective office" from its restrictions, but was deleted and replaced with "*any* office" in the proposed (current) version. *See* 1982 Ballot Pamphlet at Opp'n Ex. No. 3. The pamphlet itself thus put voters on

notice that councilmembers would be subject to Section 12's two-year restriction.

b. The City Council's consideration of an ultimately rejected charter amendment creating term-limits for councilmembers is irrelevant

Defendants contend that the City Council's consideration of a Charter amendment in 1995 "that would have limited councilmembers to two consecutive terms with the ability to later seek office after two years have elapsed," shows that Section 12 does not restrict councilmembers because the amendment's passage would have made Section 12 "superfluous and redundant." Proposed Defs.' Opp'n 12. But all the 1995 proposed Charter amendment sought to do was create a qualified (instead of an absolute) term-limit, by limiting the number of consecutive terms while allowing a former councilmember to return to office later. Section 12 would not provide that desired effect whatsoever. So the 1995 proposed provision is irrelevant here.

Like the plaintiff in *Lungren*, Defendants "advance[] a complicated and unpersuasive legislative history argument on [their] own behalf." *Lungren*, 45 Cal. 3d at 741. Permitting Defendant Quintero to be appointed to the City Council after *leaving* office, thereby avoiding the expense and difficulty of running for reelection, contradicts the voters' intent in adopting Charter Section 12 reflected in the ballot pamphlet.

In any event, whether the legislative history should even be consulted and what its significance is, are questions that must be resolved by the court, not the City Attorney or members of the Glendale city council.

C. There Is No Constitutional Impediment to Barring Defendant Quintero's Appointment to the City Council Under Section 12

Defendants do not argue that prohibiting Defendant Quintero's appointment would per se be unconstitutional, but that Section 12 is not sufficiently clear to constitutionally have that effect. As explained above, Section 12 clearly prohibits former councilmembers like Defendant Quintero from holding "*any* City office," which includes the city office of councilmember, within two years of leaving office, and, as such, is a lawful limitation on the right to hold office.

To the extent there is any ambiguity in Section 12 (which as explained above there is not), the *Lungren* court resolved an ambiguity in favor of restricting the plaintiff from taking office,

because, as here, the interpretation in favor of the would-be office holder did not make sense in light of the language of the provision at issue and its related materials. *Lungren*, 45 Cal.3d at 743.

Regardless, whether Section 12 is sufficiently clear to pass constitutional muster as a restriction on the right to office is by definition a question of law appropriate for a court to decide, satisfying the first prong of the test for granting leave to sue in quo warranto. "[A] challenge to the constitutionality of an act is inherently a judicial rather than political question and neither the Legislature, the executive, nor both acting in concert can validate an unconstitutional act or deprive the courts of jurisdiction to decide questions of constitutionality." *Schabarum v. California Legislature*, 60 Cal. App. 4th 1205, 1215 (1998).

D. There Is No Longstanding Interpretation of Section 12 that Councilmembers Are Exempt from Section 12's Two-Year Restriction; Defendants' View Does Not Deserve Any Special Weight

Defendants' purport to present evidence that councilmembers being excluded from Section 12's two-year restriction is a "longstanding interpretation" deserving of "great weight." From what Relators can tell, this contention is based on Defendants' view that the City Attorney did not make such effect clear in the 1982 ballot pamphlet, and that the 1995 City Attorney, at direction of the City Council at the time, drafted the proposed term-limit Charter amendment discussed above in Section B, 3, b. Proposed Defs.' Opp'n 12. But these are not evidence of a "longstanding interpretation" at all.

The suggestion that the City Attorney in 1982, who presumably drafted the amendment to Section 12 at issue here, did not anticipate that the term "*any* City office" might possibly be construed to include the position of councilmember, especially in light of the term "office" repeatedly being used as including it throughout the Charter, is simply not a reasonable conclusion.

Therefore, Relators have clearly satisfied the first prong of the two-part test to for deserving to be granted leave to sue in quo warranto by raising a question of law appropriate for review by a court. They likewise satisfy the second, since vindication of the voter's intent in adopting Section 12 serves the public good.

III. DEFENDANTS' ARGUMENTS FOR WHY THE PUBLIC GOOD WOULD NOT BE SERVED BY GRANTING RELATORS LEAVE TO SUE HERE ARE WITHOUT SUPPORT, AND, ONE IN PARTICULAR IS OFFENSIVE TO RELATORS AND OUR CONSTITUTIONAL TRADITIONS

Defendants contend that Relators' disagreement with Defendant Quintero on his vote supporting an ordinance banning firearms on Glendale City property (the "Ban") should preclude them from having a court answer the substantial question of law they have raised. But the existence of substantial issues of law alone has generally been viewed as presenting a sufficient public purpose to warrant the granting of leave to sue in *quo warranto*, absent other overriding considerations. 90 Ops.Cal.Atty.Gen. 82 (2007).

Defendants are advocating a test whereby proposed relators' political views on an *unrelated* matter should trump their raising a legitimate question of law. This "ulterior motive" test is without precedent, and would set a dangerous precedent whereby proposed relators would have to prove they are of the proper political persuasion to qualify for leave to sue in quo warranto. This is contrary to the First Amendment guarantee that the People shall be free "to petition the government for a redress of grievances." U.S. Const. amend. I.

With no sense of irony, Defendants invoke Defendant Quintero's First Amendment right to vote as a basis for why Relators' unrelated, alleged political views should disqualify them from receiving leave to sue, relying on *Schroder v. Irvine City Council*, 97 Cal.App.4th 174, 183, n. 3 (2002). But *Schroder* allowed officials to invoke a First Amendment defense to a challenge to their vote for which they were *directly* being sued. *Id.* at 196. This hardly supports Defendants' argument that allegations, based on pure conjecture, of ulterior motives arising from political disagreements on matters unrelated to the legal question presented should be considered in denying leave to sue.

That Defendants would even raise such an argument in the current climate of government scandals over targeting citizens for their political views is astonishing. Like it or not, city council is a political position. And citizens who engage in their governance generally hold political opinions. Even if Relators were so politically motivated, as Defendants contend, it is not in the public interest to quash political actions; doing so would surely open Pandora's Box.

Defendants' argue that granting Relators leave to sue would "discourage citizens from holding elected office," relying on 74 Ops.Cal.Atty.Gen. 26 (1991). That case involved a petition for leave to sue a city councilmember because he received a free upgrade to first class on an airplane while traveling with his wife on their honeymoon, which was the airline's policy for everyone. *Id.* The Attorney General denied the petition, reasoning that subjecting officials to such trivial restrictions "would discourage participation by citizens in a public office." ***Id.*** But the facts of that case simply cannot be compared to this one. In this case, there is a purely legal question of whether Glendale's Charter bars Defendant Quintero's appointment. It is in the public interest to resolve that question.

Relators' opposition to the Ban simply shows that they are involved in Glendale politics. Most all proposed relators are likely politically active and find the person sought to be removed from office disagreeable in some regard; otherwise, they would be unlikely to seek their removal. Yet, this issue of proposed relators' alleged "ulterior motives" has never been considered before. And, it would be unjust for Defendants to be allowed to flout Glendale's Charter merely because the people who challenged them for doing so held a particular political view contrary to the Defendants.

Finally, Defendants' contention that this issue will become moot should not be considered. First, as Defendants admit, there are no factual disputes here. Proposed Defs.' Opp'n 2. Accordingly, an expedited motion for summary judgment on the purely legal question presented could be filed immediately, without any delay for discovery. It cannot be assumed that the action would take longer than a year. And so what if it did? Defendants' argument is akin to saying that they should not have to adhere to the law if they only violate it for a period of time so short that a court *might* have to act quickly to remedy the violation.

///

///

///

///

///

In sum, Defendants' arguments as to why the public interest is not served by granting Relators leave to sue are unsupported by authority and should be rejected.

CONCLUSION

For the foregoing reasons, Proposed Relators should be granted leave to sue the City and Defendant Quintero in quo warranto.

Dated: June 17, 2013

MICHEL & ASSOCIATES, P.C.

C. D. Michel
Attorneys for Plaintiff

PROOF OF SERVICE

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

I Claudia Ayala, am employed in the City of Long Beach, Los Angeles County, California. I am over the age eighteen (18) years and am not a party to the within action. My business address is 180 East Ocean Blvd., Suite 200, Long Beach, CA 90802.

On June 17, 2013, I served the following:
PROPOSED REPLY TO DEFENDANTS' OPPOSITION TO RELATORS JOHN RANDO'S AND MARIANO A. RODAS' APPLICATION FOR LEAVE TO SUE IN QUO WARRANTO
on the interested parties by placing
[ ] the original
[X] a true and correct copy
thereof enclosed in sealed envelope(s) addressed as follows:

Michael J. Garcia, City Attorney
Ann M. Maurer, General Counsel - Litigation
Andrew C. Rawcliffe, Deputy City Attorney
613 E. Broadway, Suite 220
Glendale, CA 91206
Attorneys for Defendants
(ELECTRONIC & U. S. MAIL)

Marc J. Nolan, Deputy Attorney General
Office of the Attorney General
300 S. Spring Street
Los Angeles, CA 90013
Attorney for Attorney General's Office
(PERSONAL SERVICE)

X (BY MAIL) As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under the practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Long Beach, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date is more than one day after date of deposit for mailing an affidavit.
Executed on June 17, 2013, at Long Beach, California.

X (PERSONAL SERVICE) I caused such envelope to delivered by hand to the offices of the addressee.
Executed on June 17, 2013, at Long Beach, California.

X (VIA ELECTRONIC MAIL) As follows: I served a true and correct copy by electronic transmission. Said transmission was reported and completed without error.
Executed on June 17, 2013, California.

___ (VIA FACSIMILE TRANSMISSION) As follows: The facsimile machine I used complies with California Rules of Court, Rule 2003, and no error was reported by the machine. Pursuant to Rules of Court, Rule 2006(d), I caused the machine to print a transmission record of the transmission, copies of which is attached to this declaration.
Executed on June 17, 2013, California.

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

CLAUDIA AYALA