SUPERIOR COURT OF CALIFORNIA

COUNTY OF SANTA CLARA

BULLIS CHARTER SCHOOL,

Petitioner,

vs.

LOS ALTOS SCHOOL DISTRICT, et al.,

Respondents.

Case No. 1-09-CV-144569

ORDER GRANTING MOTION TO COMPEL FURTHER RESPONSES TO INTERROGATORIES AND REQUESTS FOR PRODUCTION OF DOCUMENTS AND FOR MONETARY SANCTIONS

On July 30, 2012, in aid of its opposition to Petitioner's motion for attorney fees pursuant to Code of Civil Procedure section 1021.5, Respondents propounded discovery to test the third element of "necessity and financial burden", and now move to compel further responses to interrogatories and documents requests. These discovery requests read as follows:

> **Interrogatory No. 19**: Please describe all communications that YOU or the Bullis-Purissima Elementary School Foundation have made from the date six months prior to the filing of the ACTION until the present to parents of children who attend BCS or parents of prospective BCS pupils that refer to donations or potential donations to BCS and/or the Bullis-Purissima Elementary School Foundation.
>
> **Interrogatory No. 20**: Please IDENTIFY all DOCUMENTS CONCERNING and PERSONS with knowledge CONCERNING YOUR contention in the preceding interrogatory.

Interrogatory No. 21: Please state the average amount that parents of children who attend BCS have donated to BCS and/or the Bullis-Purissima Elementary School Foundation from January 1, 2008 until the present.

Interrogatory No. 22: Please IDENTIFY all DOCUMENTS CONCERNING and PERSONS with knowledge CONCERNING YOUR contention in the preceding interrogatory.

Interrogatory No. 23: Please state the amount of the twenty-five largest donations to BCS and/or the Bullis-Purissima Elementary School Foundation from January 1, 2008 until the present.

Interrogatory No. 24: Please IDENTIFY all DOCUMENTS CONCERNING and PERSONS with knowledge CONCERNING YOUR contention in the preceding interrogatory.

Request No. 1: Produce ALL DOCUMENTS YOU IDENTIFIED in YOUR responses to RESPONDENTS' First Set of Special Interrogatories to Petitioner Bullis Charter School, served concurrently with these Requests.

Request No. 9: Produce ALL DOCUMENTS CONCERNING ANY offers to purchase Gardner-Bullis elementary school facilities, or any other elementary school facilities.

Respondents modified these requests in the course of the meet-and-confer process, as follows:

For Interrogatories No. 9 and 10: A copy of any engagement letter or similar document that Bullis or any affiliated entity or person signed in connection with its counsel's engagement in this matter.

For Interrogatories No. 19 and 20 and Request No. 1: A description of, and documents reflecting Bullis's solicitation of potential donations to Bullis, which refer to litigation or threatened litigation with the District from Jan. 1, 2009 (six months before this action was commenced) to the present.

For Interrogatories No. 21 and 22: The average sum parents of children who attend Bullis have donated to Bullis from January 1, 2008 until the present.

For Interrogatories No. 23 and 24: The sums the 25 largest donors have donated to the Foundation from Jan. 1, 2009, to the present and whether those donors have children that attend (or attended) Bullis or are otherwise affiliated with Bullis, and the nature of that affiliation.

For Request No. 9: Documents concerning any offers from Bullis to purchase or lease [original request contained no reference to "lease"] Gardner-Bullis elementary school facilities, or any other elementary school facilities.

After reviewing the Declaration of David Spector in opposition to the motion, Respondents in reply attempted to *broaden* the time frame of their requests, but have provided the Court with no authority that they may move to compel a request for information broader than the discovery request originally propounded.

Petitioner opposes the motion on the grounds that the discovery is not relevant, violates constitutional rights of privacy and association, and is burdensome.

The third argument is not well taken, as Respondents have focused their inquiries through meet and confer efforts and the burden of compliance is not disproportionate to the scope of the issues at stake.

Likewise, the second argument lacks merit. In its opposition, Petitioner conceded that "the discovery requests at issue do not request the names of donors." (Opposition, at 9 n.3.) The meet-and-confer process that preceded the filing of this motion removed any doubt that Respondents were not seeking the names of donors. At oral argument, Petitioner urged that disclosing the *fact* of a donation—even not associated with a name—was constitutionally protected under *Save Open Space Santa Monica Mountains* (2000) 84 Cal.App.4th 235, 252. However, that case does not deal with such a factual scenario, and it is difficult to discern how a right of privacy or association could be implicated, much less outweigh the relevance, when no names are disclosed.

Petitioner's main argument is that the discovery is not relevant, citing *Conservatorship of Whitley* (2010) 50 Cal.4th 1206, for the proposition that non-pecuniary interests do not disqualify a party from obtaining fees under section 1021.5. However, this begs the question here: is there a qualifying pecuniary interest?

Petitioner argues that Respondents will lose on the merits of the fee motion and essentially that discovery should be precluded because there is evidence that supports Petitioner's position. (Opposition, at 4-6.) However, Petitioner ignores the broad scope--and indeed, the very purpose--of discovery: to test the opposing party's factual premise. For the purposes of discovery, information is "relevant to the subject matter" if it might reasonably assist a party in evaluating the case, preparing for trial, or facilitating settlement thereof. See, for

example, *Gonzalez v. Superior Court* (1995) 33 Cal.App.4th 1539; *Lipton v. Superior Court* (1996) 48 Cal.App.4th 1599. Further, it is clear that these rules are to be applied liberally in favor of discovery. In *Colonial Life & Accident Insurance Co. v. Superior Court* (1982) 31 Cal.3d 785, 790, the Supreme Court noted that the relevance of the subject matter standard must be reasonably applied in accordance with the liberal policies underlying the discovery procedures, and that doubts as to relevance should generally be resolved in favor of permitting discovery. The extent of the pertinent subject matter can vary with the size and complexity of the particular case and the "scope of permissible discovery is one of reason, logic and common sense." *Lipton v. Superior Court* (1996) 48 Cal.App.4th 1599, 1612. See also *Norton v. Superior Court* (1994) 24 Cal.App.4th 1750, 1761.

In fact, there is law specifically addressing this point: contributions by non-parties which may impact the financial burden on a litigant are relevant to a section 1021.5 inquiry and are discoverable. *Save Open Space Santa Monica Mountains* (2000) 84 Cal.App.4th 235, 247-48. Petitioner attempts to distinguish this case by asserting that here there is no engagement letter, no dedicated litigation fund, and no payments specifically directed to legal fees. But Petitioner has framed the factual issues too narrowly, and in any event Petitioner's factual assertions cannot preclude discovery.

The motion is granted. Further verified responses and production are due within thirty days from service of this order, as follows:

1) A copy of any engagement letter or similar document that Bullis or any affiliated entity or person signed in connection with its counsel's engagement in this matter.

2) A description of, and documents reflecting, Bullis's solicitation of potential donations to Bullis, which refer to litigation or threatened litigation with the District from Jan. 1, 2009 (six months before this action was commenced) to the present.

3) The average sum parents of children who attend Bullis have donated to Bullis from January 1, 2008 until the present.

4) The sums the 25 largest donors have donated to the Foundation from Jan. 1, 2009, to the present and whether those donors have children that attend (or attended) Bullis or are otherwise affiliated with Bullis, and the nature of that affiliation.

5) Documents concerning any offers from Bullis to purchase Gardner-Bullis elementary school facilities, or any other elementary school facilities.

Under the Discovery Act, imposition of monetary sanctions on a party losing a motion to compel is the default. Code of Civil Procedure sections 2030.300(d) and 2013.310(h). The purpose of discovery sanctions "is not 'to provide a weapon for punishment, forfeiture and the avoidance of a trial on the merits,' " ... but to prevent abuse of the discovery process and correct the problem presented....' " *Parker v. Wolters Kluwer United States, Inc.* (2007) 149 Cal.App.4th 285, 301. Monetary sanctions encourage "voluntary compliance with discovery procedures by assessing the costs of compelling compliance against the defaulting party." *Argaman v. Ratan* (1999) 73 Cal.App.4th 1173, 1179.

An exception to the default rule may be found if the losing party proves that it acted with "substantial justification", which is generally defined as being justified to a degree that could satisfy a reasonable person, or stated another way, that it has a reasonable basis both in law and fact. The burden for proving "substantial justification" for failing to comply with a discovery order is on the losing party claiming that it acted with "substantial justification." *Doe v. U.S. Swimming, Inc.* (2011) 200 Cal.App.4th 1424, 1434-1435.

Petitioner has not met its burden. Despite the Discovery Act's requirement that a party claiming that responsive documents do not exist provide a verified statement under oath to that effect (Code of Civil Procedure sections 2031.230 and 2031.250(a)), Petitioner even now insists that the District should have been content with a statement of counsel: "That should have ended the inquiry." (Opposition, at 11:23.) That sentiment illuminates Petitioner's approach to meet-and-confer discussions. Petitioner's argument that the existence of some evidence to support its factual position should preclude discovery is so contrary to the basic purpose of discovery that it is not reasonably asserted. Accordingly, Respondents' request for monetary sanctions is granted in the amount of $51,085.60, due within thirty days of service of this order.

The pending hearing date of November 21, 2012, for Petitioner's fee motion is vacated.

Dated: November 9, 2012

Honorable Patricia M. Lucas
Judge of the Superior Court

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA
191 N. First Street
San Jose, CA 95113-1090

(ENDORSED)
FILED
NOV 13 2012
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Chief Executive Officer/Clerk
Superior Court of CA County of Santa Clara
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RE: Bullis Charter School vs Los Altos School District, et al
Case Nbr: 1-09-CV-144569

PROOF OF SERVICE

ORDER GRANTING MOTION TO COMPEL FURTHER INTERROGATORIES AND REQUESTS FOR PRODUCTION OF DOCUMENTS AND FOR MONETARY SANCTIONS

was delivered to the parties listed below in the above entitled case as set forth in the sworn declaration below.

Parties/Attorneys of Record:

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If you, a party represented by you, or a witness to be called on behalf of that party need an accommodation under the American with Disabilities Act, please contact the Court Administrator's office at (408)882-2700, or use the Court's TDD line, (408)882-2690 or the Voice/TDD California Relay Service, (800)735-2922.

DECLARATION OF SERVICE BY MAIL: I declare that I served this notice by enclosing a true copy in a sealed envelope, addressed to each person whose name is shown above, and by depositing the envelope with postage fully prepaid, in the United States Mail at San Jose, CA on 11132012. DAVID H. YAMASAKI, Chief Executive Officer/Clerk by Asimina Papadopoulos, Deputy

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SANTA CLARA

BULLIS CHARTER SCHOOL, Petitioner, vs. LOS ALTOS SCHOOL DISTRICT, et al., Respondents.	Case No. 1-12-CV-232187 ORDER DENYING PETITION FOR WRIT OF MANDATE

Petitioner seeks a writ of mandate to compel Respondents: 1) to accept Petitioner's enrollment projections and to allocate facilities accordingly; 2) to provide Petitioner with exclusive daily use of one-half of the City Gym at the Egan site; and 3) to provide an inventory of furnishings and equipment at comparable group schools and to provide to Petitioner reasonably equivalent furnishings and equipment.

I. ENROLLMENT PROJECTIONS

As to the first issue concerning enrollment projections, the facts are undisputed. Pursuant to the implementing regulations, Petitioner timely submitted enrollment projections, Respondents timely objected and provided counterprojections, and Petitioner timely responded. (Memorandum in Support, at 2:11-19.)

Petitioner asserts that Respondents have "violated Proposition 39 and its regulations by [] improperly basing allocation of District facilities to Bullis on enrollment projections other than Bullis' documented and reaffirmed in-District enrollment projections and providing facilities for fewer in-District students than Bullis projected". (Notice of Hearing, at 1:21-24.) Petitioner's position is **not** that Respondents had no reasonable basis for their own enrollment projections, but rather that, when a charter school and a school district disagree as to enrollment projections, the law compels the district to accept the school's projections and leaves the district with **no discretion** to use its own projections. No case so holds. Respondents argue that they properly acted within their discretion relying on their own projections, proposed pursuant to Reg. 11969.9(d) which provides, in its entirety:

> The school district shall review the charter school's projections of in-district and total ADA and in-district and total classroom ADA and, on for before December 1, express any objections in writing and state the projections the district considers reasonable. If the district does not express objections in writing and state its own projections by the deadline, the charter school's projections are no longer subject to challenge, and the school district shall base its offer of facilities on those projections.

Petitioner claims that, despite Respondents' statement of its own projections, they were obligated to provide facilities based instead on Petitioner's projections: specifically, that once Petitioner had reaffirmed its projections, "those forecasts govern, and the District may not rely on its own projections in allocating facilities." (Id., at 8:17-19.) In support of this proposition, Petitioner cites Reg. 11969.9(e) which provides, in its entirety:

> On or before January 2, the charter school shall respond to any objections expressed by the school district and to the district's projections provided pursuant to subdivision (d). The charter school shall reaffirm or modify its previous projections as necessary to respond to the information received from the district pursuant to subdivision (d). If the charter school does not respond by the deadline, the district's projections provided pursuant to subdivision (d) are no longer subject to challenge, and the school district shall base its offer of facilities on those projections.

The Regulation simply does not say what Petitioner claims it says. Petitioner argues that because the Regulation lists "only one instance in which school districts may base facilities allocations on their own projections—where the 'charter school does not respond…'."

(Memorandum in Support, at 8:19-23), so long as the school responds to the district's counterprojections the school's projections must govern. There is nothing in the language of the Regulation to suggest, as Petitioner attempts to argue, that a failure of a charter school to respond was intended to be the *only* circumstance in which a school district may rely on its own projections and in all other instances the school's projections must govern. While the Regulation makes it clear that the school district may adopt its own counterprojections when the school does not respond, nowhere does it state that a district is obligated to abandon its own projections and to adopt the school's simply because the school reaffirms its original projections in the face of the district's counterprojections.

Petitioner also quotes from *Sequoia Union High School District v. Aurora Charter High School* (2003) 112 Cal.App.4th 185, 196 and n.4, for the proposition that "'[a]lthough the regulations permit a district to question the projected enrollments, they do not permit the district to deny the request once the school has responded to the district's concerns.'" (Memorandum in Support, at 8:24-28.) *Sequoia* addressed the threshold issue of whether the school had met the minimum enrollment of 80 and therefore had any right to a facilities offer at all. Importantly, the regulations referenced in n.4 do not include Reg. 11969.9(e) and make no mention of a procedure for a district to make its own counterprojections. Although n.4 quotes from subpart(d), there is no language in *Sequoia* to indicate that the then-current subpart (d) contained the counterprojection provision: in fact, it did not. In opposition, Respondents explain that *Sequoia*, decided in 2003, obviously predated the 2008 regulations, effective in school year 2009-2010, which first allowed the school district to make its own counterprojections. (Opposition Memorandum, at 5:3-10.)

In reply, Petitioner asserts that "the provision [unspecified] the District misreads was in the regulation that *Sequoia* acknowledged" (Reply Memorandum, at 1:18), and provides in support a non-existent cite (id., at 1:20). At oral argument, Petitioner stated that the page cite intended was the first sentence in the last paragraph in n.4, which reads as follows: "Even if these regulations were fully operative when Aurora made its December 2001 facilities request, Sequoia's March 2002 denial would be an abuse of discretion." According to the second

sentence in n.4, at the time of the events in question in *Sequoia*, there were no regulations at all. By the time of the 2003 *Sequoia* decision, however, the original regulations, effective August 29, 2002, were in place: the second paragraph in n.4 is therefore likely dicta.

At oral argument, the Court questioned Petitioner about the contention in the reply that "the provision [unspecified] the District misreads was in the regulation that *Sequoia* acknowledged" (Reply Memorandum, at 1:18). Specifically, the Court asked whether the right of the district to counterproject was set forth in the original regulations so that it could have been considered by the *Sequoia* court in 2003. Petitioner specifically assured the Court that the language of Reg. 11969.9(d) set forth in the Opposition Memorandum at 5:7-10 was in the original regulation. Respondents disagreed.

This was an incorrect statement by Petitioner: the 2002 regulations referenced by the *Sequoia* court did **not** include the district's right to counterproject. The original Reg. 11969.9(d), which existed at the time of the *Sequoia* decision, read in its entirety:

> The school district shall review the projections and provide the charter school a reasonable opportunity to respond to any concerns raised by the school district regarding the projections. The school district shall prepare a preliminary proposal regarding the space to be allocated to the charter school and the associated pro rate share amount and provide the charter school a reasonable opportunity to review and comment on the proposal.

Petitioner's misstatement is significant because the *Sequoia* dicta which Petitioner quotes both in opening and again in reply (that "the regulations permit a district to question the projected enrollments, [but] do not permit the district to deny the request once the school has responded to the district's concerns") did not account for the subsequently added right of the district to counterproject. In other words, when the *Sequoia* court concluded that the district did not have the discretion to deny a school's request for facilities based on the school's projections once the school responded to the district's concerns, that conclusion was reached in the context of regulations that did not provide the district with a right to make its own counterprojections. As revised, the regulations allow the district not only to question the school's projections, but also to come to its own conclusions to which the school has the right to object. While the regulations do not specifically address what happens when the district and the school disagree, if, as Petitioner

claims, the district has no discretion at all to favor its own projections over those of the school, there would be little point in allowing the district to express them.

Also in support of its argument, Petitioner asserts that the Third District "affirmed" the First District in *California School Bds. Assn v. State Bd. of Education* (2010) 191 Cal.App.4th 530, 563-64. (Reply Memorandum, at 3:25.) In the cited discussion, in response to a facial challenge the *CSBA* court upheld the validity of the 2008 version of Reg. 11969.9(c); the case did not involve a challenge to subpart (d) or (e).

Accordingly, the Court concludes that Petitioner's argument that, as a matter of law, Respondents have no discretion at all to favor their own projections over Petitioner's, is without merit.

II. THE CITY GYM

Petitioner's second argument is also premised not on the notion that Respondents abused their discretion but that the law affords Respondents no discretion at all to deal with the multitude of issues and concerns involving facilities for Petitioner as well as for other schools in the district: "The District's withdrawal of portions of its FO, after it had been issued and Bullis had committed to occupy the space offered, violates the law." (Memorandum in Support, at 11:21-22.) Petitioner seeks an order requiring Respondents to provide Petitioner with "exclusive daily use of one-half of the City Gym at Egan for the current school year" (Proposed Order, at 1:22-23).

The Final Offer stated that:

> The District also allocates this additional [surplus building] space, and one-half of the gym at Egan, to account for BCS's provision of its own Multi-Purpose Room, to counter the allocation of library space, and to also accommodate the categories of specialized teaching space and non-teaching space identified in the inventory of such space in this letter and/or exhibits and for which no specific allocation was made. The District intends to construct a Multi-Purpose room at Egan and offers one-half of the City Gym at Egan until such time as the Multi-Purpose room is completed. If BCS wishes a different configuration, the District would be willing to consider it.

(Eyring Declaration, Exhibit 1 at 30.) The offer was for multi-purpose space, not gym space: at comparison schools, only junior high pupils receive gymnasium access, while elementary school

pupils have only multi-purpose space. Gym space and other facilities were allocated for Petitioner's 7th and 8th grades at Blach. (Id.)

In opposition, Respondents submit evidence that, in June 2012, they learned that the City Gym could not be shared with Petitioner because Egan Junior High School needed to provide physical education in the gym to over 500 students (70 Egan pupils per period for all 7 periods of the day). (Kenyon Declaration, at 5:3-18.) Respondents also learned that cost estimates for building a Multi-Purpose room exceeded the entire amount of its capital budget. (Id.) Based on these developments, Respondents offered 3,900 square feet of multi-purpose space, equivalent to the average of such space at comparison schools. (Id.) Petitioner stated at oral argument that there is no dispute of fact in this case.

Petitioner has not provided authority supporting its contention that Respondents have no discretion at all. Petitioner argues that, on May 1, 2012, Respondents "became committed to providing Bullis with the facilities offered no later than ten working days before the start of the 2012-2013 school year. (Regs. 11969.9, subd. (j).)" (Memorandum in Support, at 10:16 and 11:1-3.) The Regulation cited by Petitioner refers to a ten-working-days timeframe, but offers no support for the legal contention that Respondents "became committed". The only case authority cited in this section of Petitioner's Memorandum in Support is *Bullis Charter School v. Los Altos School District* (2011) 200 Cal.App.4th 1022, 1059, for the proposition that "The District's bait and switch 'is the antithesis of a school district's Proposition 39 obligation "to give the same degree of consideration to the needs of charter school students as it does to the students in district-run schools."'" (Memorandum in Support, at 12:6-9.) The quoted sentence is not about a "bait-and-switch": the "antithesis" which is the subject of the quoted sentence is "[t]he District's methodology of ignoring space-sharing arrangements offered to Bullis".

In opposition, Respondents point out that in *New West Charter Middle School v. Los Angeles Unified School District* (2010) 187 Cal.App.4th 831, 837, when a district withdrew its FO, the trial court order granting a writ did not restrict the district to the terms of the FO, but rather required in the alternative compliance with the FO *or a reasonably equivalent alternative*. Moreover, that aspect of the trial court's order was not reviewed on appeal, but only the measure

of damages and attorney fees. Accordingly, *New West* lends no support to Petitioner's assertion that Respondents had no discretion to deal with circumstances arising after the FO. ("It is axiomatic that cases are not authority for propositions not considered." *Environmental Charter High School v. Centinela Valley Union High School Dist.* (2004) 122 Cal.App.4th 139, 150.)

At oral argument, Petitioner conceded that Respondents must have the ability to take into account events arising after the FO has been made and accepted, but nevertheless maintained that Petitioner's no-discretion position was appropriate in this case. The Court is not aware of authority dealing directly with a district's discretion to deal with "reasonable equivalence" issues throughout the year, including the period after a facilities offer and before school begins. However, it is established that charter schools are not necessarily entitled to what they want but only what is reasonably equivalent. *Los Angeles International Charter High School v. Los Angeles Unified School District* (2012) 209 Cal.App.4th 1348, 1362 (affirming order discharging writ: a facilities offer that does not take into account overcrowding and other adverse impacts on non-charter schools "would tip the balance too far in favor of the charter school.") There is no support for a holding that a district is utterly without discretion to accomplish the statutory goal of balancing the needs of charter and non-charter schools.

To the extent that Petitioner, in reply, shifts to an argument that Respondents did have discretion after all but abused that discretion by not offering "an acceptable alternative" (Reply Memorandum, at 8:3-5), the Court does not consider arguments raised for the first time in reply.

III. FURNITURE AND EQUIPMENT

In its proposed order, Petitioner proposes that Respondents be required to provide an inventory of furnishings and equipment at comparison group schools, as well as reasonably equivalent furnishings and equipment.

In opposition, Respondents submit evidence that Petitioner generated this claim only after the Court's August 30 hearing in Case No. 109CV144569, and request that the Court deny relief as premature. *Personnel Com. v. Barstow Unified School Dist.* (1996) 43 Cal.App.4th 871, 885-92 (finding trial court action premature and reversing order issuing writ). Respondents also present evidence that they made relevant inquiries as long ago as April 2012, to which Petitioner

did not respond. (Opposition, at 13-15.) Based on this record, which Petitioner asserts contains no dispute of fact, the equitable relief requested is not appropriate.

The petition is denied.

The Court has reviewed and considered the submissions by amici Association of California School Administrators and Huttlinger Alliance for Education, but need not and does not reach the issue of whether Petitioner has forfeited its rights under Proposition 39.

Dated: November 19, 2012

Honorable Patricia M. Lucas
Judge of the Superior Court

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA
191 N. First Street
San Jose, CA 95113-1090

(ENDORSED)
FILED
NOV 21 2012
DAVID H. YAMASAKI
Chief Executive Officer/Clerk
Superior Court of CA County of Santa Clara
BY _____ DEPUTY
A PAPADOPOULOS

TO: Paul D. Fogel
Reed Smith LLP
101 Second Street Suite 1800
San Francisco, CA 94105-3659

RE: Bullis Charter School vs Los Altos School District, et al
Case Nbr: 1-12-CV-232187

PROOF OF SERVICE

ORDER DENYING PETITION FOR WRIT OF MANDATE

was delivered to the parties listed below in the above entitled case as set forth in the sworn declaration below.

Parties/Attorneys of Record:

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If you, a party represented by you, or a witness to be called on behalf of that party need an accommodation under the American with Disabilities Act, please contact the Court Administrator's office at (408)882-2700, or use the Court's TDD line, (408)882-2690 or the Voice/TDD California Relay Service, (800)735-2922.

DECLARATION OF SERVICE BY MAIL: I declare that I served this notice by enclosing a true copy in a sealed envelope, addressed to each person whose name is shown above, and by depositing the envelope with postage fully prepaid, in the United States Mail at San Jose, CA on 11212012. DAVID H. YAMASAKI, Chief Executive Officer/Clerk by Asimina Papadopoulos, Deputy

Superior Court of California
County of Santa Clara

Downtown Superior Court
191 North First Street
San Jose, California 95113

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