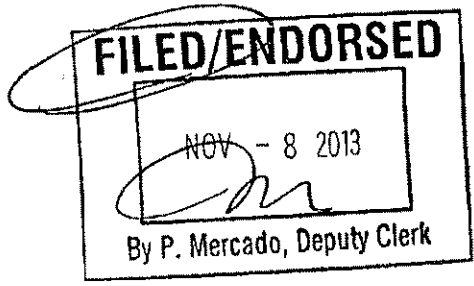


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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO

CITY OF BAKERSFIELD, a charter city,
SUCCESSOR AGENCY TO THE FORMER
BAKERSFIELD REDEVELOPMENT
AGENCY, a public entity.

Case No. 34-2013-80001400

Petitioners and Plaintiffs,

vs.

ANA MATOSANTOS, in her official capacity
as Director of the California Department of Finance,
CALIFORNIA DEPARTMENT OF FINANCE,
MARY K. BEDARD, in her capacity as the
Auditor-Controller of the County of Kern, THE
COUNTY OF KERN, et. al.,

**RULING ON SUBMITTED
MATTER AND ORDER**

Respondents and Defendants.

At the Court's direction the parties appeared for oral argument on October 25, 2013. Counsel for the parties appeared at the hearing as stated on the record. At the conclusion of oral arguments, the Court took the matter under submission.

Petitioners City of Bakersfield (City) and successor agency to the City's former redevelopment agency (Successor Agency) challenge Respondent Department of Finance (DOF) determinations that the following items are not enforceable obligations under the Dissolution Law: (1) monies payable to two developers to finance affordable housing

1 projects, and (2) an amendment to a reimbursement agreement wherein the former
2 redevelopment agency (RDA) agreed to reimburse the City for bonds.

3 After consideration of the pleadings and oral argument of counsel, the Petition is
4 **GRANTED** in part and **DENIED** in part.

5
6 **I. BACKGROUND**

7 The pertinent facts are largely undisputed.

8 **a. Courtyard and 20th Street Housing Projects**

9 In 2009, the State Department of Housing and Community Development (HCD)
10 awarded the City's former redevelopment agency (RDA) a \$10.8 million grant pursuant to
11 Proposition 1C (Prop. 1C). On September 22, 2010, the RDA and HCD entered a
12 Standard Agreement (Standard Agreement). It provided that the RDA would use the Prop.
13 1C monies to complete specific infrastructure projects in the Mill Creek area of
14 Bakersfield, which included the projects at issue: Mill Creek Courtyards (Courtyard
15 Project) and 20th Street Senior Housing (20th Street Project). (Declaration of Donna Kunz
16 (Kunz Decl.), Exh. D.) In October 2010, HCD and the RDA also entered a Disbursement
17 Agreement for the grant monies as required by the Standard Agreement. (*Id.*, Exh. F.)

18 As to the Courtyard project, the RDA had entered into a Disposition and Development
19 Agreement (Development Agreement) with a developer, Southwest, in 2009. (Kunz
20 Decl., I.) In 2010, the RDA and Southwest amended the Development Agreement to
21 allow Southwest to borrow more money and extend the construction completion date.
22 (*Id.*, Exh. J.) The RDA recorded a covenant restricting use of the land for affordable
23 housing on June 1, 2011. (*Id.*, Exh. H.)

24 As to the 20th Street Project, the RDA recorded a covenant restricting use of the land
25 for affordable housing on July 1, 2011. (Kunz Decl., ¶9, Exh. H.) The RDA attempted to
26 reach an agreement with a developer, but was unable to do so before the Dissolution Law
27 was enacted. (Kunz Decl., ¶20.)

28

1 On June 28, 2011, AB X1 26 was enacted, which provided for the dissolution of
2 redevelopment agencies (RDAs). In December 2011, the California Supreme Court
3 upheld the constitutionality of AB X1 26, in *California Redevelopment Association v.*
4 *Matosantos* (2011) 53 Cal.4th 231.¹

5 Under the Dissolution Law, successor agencies, usually the entities that formed the
6 redevelopment agency (RDA), were charged with winding down the RDA's affairs.
7 Successor agencies assumed the assets and obligations of the RDAs and made payments
8 on RDA obligations. As part of this process, successor agencies were required to submit
9 Recognized Obligation Payment Schedules (ROPS) listing the putative enforceable
10 obligations of the former RDAs, for which successor agencies must make payment.
11 (Health & Safety Code, §§ 34171; 34177; 34179(h); 34180.) DOF began to review and
12 approve ROPS submitted by successor agencies for upcoming six-month periods.

13 The successor agency could not issue new debt, or make payments on existing debt,
14 except for items deemed to be enforceable obligations. (Health & Safety Code, §§ 34164,
15 34167, 34171(d), 34177.) DOF's determination that an item is an enforceable obligation
16 would allow the successor agency to receive monies to pay for those items from the
17 Redevelopment Property Tax Trust Fund (RPTTF). (Health & Saf. Code, § 34183.)

18 On February 1, 2012, all RDAs dissolved. That month, HCD requested the City to
19 clarify that the RDA's obligations under the Prop. 1C grant had been assigned to the City.
20 (Kunz Decl., Exh. S.) On March, 7, 2012, the City passed a resolution to that effect. The
21 resolution stated that the former RDA had been awarded \$10.8 million from HCD to
22 construct certain infrastructure projects; that the RDA entered into Agreement No. 08-
23 IIG0614/RA09-017² with HCD; that the City became Successor Agency to the RDA; and
24 that the Successor Agency took "full responsibility and control of the Millcreek Qualified
25 Infill Area Grant and the agreements entered into between the [RDA] and HCD."
26 (Declaration of Joshua H. Rudnick (Rudnick Decl.), Exh. C.) In April 2012, the Successor

27
28 ¹In June 2012, the Legislature adopted AB 1484 to "clean up" AB X1 26. The Court collectively refers to AB X1 26 and
AB 1484 as the Dissolution Law.

²The number "RA09-107" is written on both the Standard Agreement and Disbursement Agreement.

1 Agency and HCD amended the Standard Agreement to reflect that the Successor Agency,
2 and not the RDA, was a party thereto. (Kunz Decl., Exh. K.)

3 On July 18, 2012, the Successor Agency cancelled the Development Agreement with
4 Southwest, and entered into a new Development Agreement with developer Chelsea
5 Investment Corporation (Chelsea) as to the Courtyard Project. (Kunz Decl., Exh. L.)

6 On June 5, 2013, the Successor Agency entered into a Development Agreement with
7 developer Golden Empire for the 20th Street Project. (Rudnick Decl., Exh. D.)

8
9 **b. Reimbursement Agreement**

10 In 1997, the City and RDA entered into an agreement where the RDA would
11 reimburse the City for issuance of bonds (Reimbursement Agreement) for the Rabobank
12 Arena. (Declaration of Nelson Smith (Smith Decl.), Exh. A.) In 2006, the City and RDA
13 amended the Reimbursement Agreement to allow the RDA to continue to reimburse the
14 City after it refinanced the bond certificates. (*Id.*, Exh. B.) In March 2011, the City and
15 RDA amended the Reimbursement Agreement to increase the RDA's annual debt service
16 payment on the bonds (2011 Amendment). (*Id.*, Exh. E.)

17
18 **c. ROPS III Submission and Denial**

19 In August 2012, the Successor Agency submitted to DOF its ROPS for the period of
20 January through June 2013 (ROPS III). ROPS III item 24 listed \$3 million outstanding for
21 the 20th Street Project and a smaller amount for the ROPS III period. Items 35 and 36
22 listed a combined amount of \$1.2 million outstanding for the Courtyard Project and
23 smaller amounts for the ROPS III period. (Smith Decl., Exh. R.) On December 21, 2012,
24 DOF found that these items were not enforceable obligations.³ DOF also concluded that
25 the 2011 Amendment was not an enforceable obligation. (*Id.*, Exh. K.)

26 ³ Petitioners also challenge, in their Reply brief, DOF's decision in the Due Diligence Review (DDR) of the Successor
27 Agency's Low and Moderate Income Housing Fund (LMIHF) that \$1.2 million earmarked for the Courtyard Project is
28 an unobligated balance and must be remitted for distribution to the taxing entities. (Reply, pp. 8-9.) To the extent that
DOF based its LMIHF DDR decision on its conclusion that ROPS III items 35 and 36 for the Courtyard project,
totaling \$1.2 million, were not enforceable obligations, DOF's DDR decision was improper. However, Petitioners do
not seek review of the DDR decision in the writ petition or request in the writ petition any relief from the DDR

1 **II. DISCUSSION**

2 **a. Requests for Judicial Notice**

3 The unopposed requests for judicial notice filed by DOF and Petitioners are
4 **GRANTED.**

5
6 **b. Standard of Review**

7 Petitioners seek a writ of mandate pursuant to Code of Civil Procedure section 1085 to
8 review the decisions of Respondent DOF—namely its conclusion that items were not
9 enforceable obligations under the Dissolution Law. In ordinary mandamus actions the
10 Court applies an abuse of discretion standard, reviewing the challenged administrative
11 decision to determine if it was arbitrary, capricious, or entirely lacking in evidentiary
12 support, or whether the agency failed to follow the procedure and give the notices the law
13 requires. (*Shelden v. Marin County Employees' Ret. Ass'n* (2010) 189 Cal.App.4th 458,
14 463; *see also, Ridgcrest Charter School v. Sierra Sands Unified Sch. Dist.* (2005) 130
15 Cal.App.4th 986, 1003.)

16 When an agency's action depends solely upon the correct interpretation of a statute, it
17 is a question of law, upon which the Court exercises independent judgment. (*California*
18 *Correctional Peace Officers' Assn. v. State* (2010) 181 Cal.App.4th 1454, 1460.) As a
19 question of law, the interpretation of a contract is also reviewed de novo. (*E.M.M.I., Inc.*
20 *v. Zurich American Ins. Co.* (2004) 32 Cal.4th, 465, 470.)

21
22 **i. DOF Abused its Discretion in Concluding that the 20th Street Project and
23 Courtyard Project ROPS III Items Were Not Enforceable Obligations**

24 DOF denied the 20th Street and Courtyard Project ROPS III items as enforceable
25 obligations. It concluded that the RDA's receipt of Prop. 1C monies from HCD, without
26 contracts in place, did not create an enforceable obligation. DOF determined that the

27 decision. Further, although Petitioners describe the DDR process and ask the Court to review this decision in their
28 Opening Brief, they did not advance any argument about it. (Opening Brief, pp. 24-25.) Accordingly, the Court does
not consider DOF's DDR decision further or decide what relief from that decision would be appropriate.

1 contracts to develop the projects—the Development Agreements—either did not exist at
2 the time of submission (20th Street Project) or were executed after June 2011 (Courtyard
3 Project). Thus, DOF found that there were no valid contracts in place requiring a payment
4 on a state obligation. DOF cited Health and Safety Code section 34163(b),⁴ which
5 prohibits a RDA from contracting with another entity after June 27, 2011.

6 The first issue is whether the Successor Agency was permitted to take any action after
7 June 27, 2011 to enter the Development Agreements, in furtherance of the Standard
8 Agreement and Disbursement Agreement between the RDA and HCD. The Court
9 concludes that, under the facts and circumstances of this case, it was.

10
11 **ii. The Dissolution Law Empowers Successor Agencies to Carry Out Enforceable
Obligations**

12 The Dissolution Law circumscribes the activities of successor agencies and directs
13 them to wind down the affairs of the former RDAs. However, successor agencies must
14 honor the enforceable obligations of the former RDA.

15 For example, successor agencies must “perform” obligations required pursuant to any
16 enforceable obligation and “continue to oversee development of properties until the
17 contracted work has been completed...” (Health & Safety Code, § 34177(c), (i); *see also*,
18 §§ 34174(a) [“nothing herein is intended to absolve the successor agency of payment or
19 other obligations due or imposed pursuant to the enforceable obligations”], 34173
20 [“successor agencies succeed to the organizational status of the former [RDA], but without
21 any legal authority to participate in redevelopment activities, except to complete any work
22 related to an approved enforceable obligation”], 34177.3(a) [successor agencies lack
23 authority to and shall not create new enforceable obligations except in compliance with an
24 enforceable obligation that existed prior to June 28, 2011].)

25 Section 34171 sets forth the definition of “enforceable obligations.” Enforceable
26 obligations include “[a]ny legally binding and enforceable agreement or contract that is
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⁴ Unless otherwise stated, all future statutory references shall be to the Health and Safety Code.

1 not otherwise void as violating the debt limit or public policy.” (Health & Safety Code, §
2 34171(d)(1)(E).)

3 The Standard Agreement between the RDA and HCD (now amended to substitute the
4 Successor Agency) is an enforceable obligation under Section 34171(d)(1)(E).

5 Under the Standard Agreement, HCD agreed to give the RDA a maximum amount of
6 \$10,847,200 for work on specific projects. (Kunz Decl., Exh. D, p. 1, Exh. A § 3, Exh. B,
7 § 2.) In exchange, the RDA agreed to take specific action, including (1) entering a
8 Disbursement Agreement with HCD, which provided greater detail about how the grant
9 monies would be disbursed and used (*Id.*, Exh. D, Exh. A, § 3E, Exh. B, § 6); (2) entering
10 written construction contracts to construct the specific projects (Kunz Decl., Exh. D, Exh.
11 C, § 25); (3) ensuring timely completion of project milestones, such as securing contracts,
12 beginning construction, and ending construction on specific dates (*Id.* Exh. D, Exh. A § 6,
13 Exh. C, § 12); and (4) recording affordable housing covenants against properties (*Id.* Exh.,
14 D, Exh. C § 4).

15 The Standard Agreement expressly defines the projects to be completed, which include
16 the Courtyard and 20th Street Projects. (Kunz Decl., Exh. D, Exh. A, §§ 2, 3B, 3C.) It
17 lists the “20th Street Senior Housing” project, the location and assessors’ parcel numbers
18 of the property, a specific number of 1 and 2 bedroom units to be constructed,
19 corresponding income limits for the occupants, and a net density. (*Id.*) It also contains a
20 similar description for the “Mill Creek Courtyards” project. (*Id.*)

21 The Standard Agreement obligates the RDA to facilitate construction of specified
22 projects. Accordingly, the RDA and SA were obligated to contract with construction
23 companies, complete construction by certain dates, and ensure that the properties were
24 used for affordable housing. The Court concludes that the RDA’s and Successor
25 Agency’s obligations under the Standard Agreement were sufficiently definite and were
26 enforceable. Thus, as the Standard Agreement is a legally binding and enforceable
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1 agreement, it is an enforceable obligation.⁵ (Health & Safety Code, § 34171(d)(1)(E).)
2 Accordingly, the Successor Agency may contract with developers to construct the
3 projects, as the RDA, and Successor Agency were required to do so under the Standard
4 Agreement.

5 DOF does not contest that the Standard Agreement obligated the RDA to contract for
6 the construction of a specific project. Nor does it dispute that the Successor Agency
7 entered into the Development Agreements to carry out the specific obligations under the
8 Standard Agreement to contract for the construction of the Courtyard and 20th Street
9 Projects. DOF only claims that the Successor Agency was not authorized to do so. The
10 Court disagrees for the reasons discussed above.

11 Accordingly, DOF's objections in the ROPS III determination, that there were no valid
12 Development Agreements in place prior to June 27, 2011, are without merit. The
13 Successor Agency had the authority to enter into the Development Agreements to comply
14 with the Standard Agreement.

15
16 **iii. The Successor Agency May Claim Payment for Monies Incurred Under
Development Agreements Made Pursuant to an Enforceable Obligation**

17 DOF argues for the first time in its Opposition Brief that the Development Agreements
18 themselves are not enforceable because, (1) they are between the developer and City, not
19 the Successor Agency, and (2) the City's funding obligations depend upon other
20 conditions that may not have been satisfied. Petitioners have replied to these arguments in
21 these proceedings. Therefore the Court will consider them.

22 DOF's contention does not change the Court's finding that DOF improperly denied
23 ROPS III items 24, 35, and 36 for the Courtyard and 20th Street Housing Projects as
24 enforceable obligations.

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27 ⁵ The Court notes that the Disbursement Agreement between the RDA and HCD further obligates the RDA to
28 "construct the Infrastructure Project and Housing Development, as generally described in the Standard Agreement, on
the real property described in Exhibit A thereto, in accordance with the Standard Agreement and Scope of Work
[incorporated in the Disbursement Agreement]." (Kunz Decl., Exh. E, § 2.)

1) **The Development Agreements are between the developer and the City, in its capacity as Successor Agency**

1 First, the Court is satisfied that the Development Agreements are between the City, in
2 its capacity as Successor Agency, and the developers. DOF continues to maintain that
3 because the Successor Agency did not enter into the agreements they are not enforceable
4 obligations. However, as noted earlier, the City, at the request of HCD, passed a
5 resolution in March 2012, stating that the City as Successor Agency took full
6 responsibility and control for the projects encompassed by the Prop. 1C grant. (Rudnick
7 Decl., Exh. C.) The Standard Agreement was then amended to reflect that the Successor
8 Agency, and not the RDA, was a party thereto. (Kunz Decl. Exh. K.)

9
10 The 2012 Chelsea Development Agreement references the dissolution of the RDA, the
11 City's decision to "retain the housing assets and functions" of the RDA, the City's receipt
12 of the RDA's funds set aside for the project, and the City's ownership and desire to
13 develop the project. The Court concludes that these recitals, DOF's apparent concession
14 that the Chelsea Development Agreement was made to further the Standard Agreement,
15 and the City's amendment of the Standard Agreement and March 2012 Resolution, all
16 establish that the City entered the Chelsea Development Agreement in its capacity as
17 Successor Agency. The Court reaches the same conclusion as to the 2013 Golden Empire
18 Development Agreement.

19 DOF then argues that the Chelsea and Golden Empire Development Agreements are
20 not enforceable because the City and developers must satisfy various conditions precedent
21 (e.g., obtaining federal funding or tax credits) and the parties can agree to terminate the
22 project if they decide not to proceed. (See, Kunz Decl., Exh. I, §§ 4.2, 4.2.1, 4.3, 5.1.1.1,
23 Rudnick Decl., Exh. D, §§ 4.2, 4.2.1, 4.3, 5.1.1.1.) DOF argues that the City has shown
24 "no ripened payment obligation under the contract."

25 Petitioners argue that no "ripened payment obligation" is necessary. However, the
26 Dissolution Law allows successor agencies to receive monies for anticipated payments
27 due in the forthcoming six-month period. (See, Health & Safety Code, § 34177(I).) This
28

1 suggests that a successor agency must show some reason why it needs a specific amount
2 of money for that time period.

3 In this case, the ROPS III submission suggests that the Successor Agency has incurred
4 some costs for ROPS items 24, 35, and 36. The Successor Agency did not claim the total
5 outstanding amounts for the ROPS III period, but amounts of \$500,000, \$666,668 and
6 \$133,332, respectively. (Smith Decl., Exh. R.)

7 DOF also objects that there is no indication that the conditions precedent will be
8 satisfied, and the contract could be terminated at any time. However, Petitioners have
9 averred that the developer for the Courtyard Project, Chelsea, has applied for tax credits,
10 anticipates receiving them, and will begin construction by January 2014. (Kunz Decl.,
11 ¶25(d).) The developer for the 20th Street Project, Golden Empire, received funding to
12 construct the project. (*Id.*, ¶ 25(h).) Additionally, infrastructure that benefits the Courtyard
13 and 20th Street Projects was completed in 2012. (*Id.*, ¶25(a), (e).) There is no suggestion
14 that the parties are not performing their contractual obligations in good faith, or that the
15 Development Agreements will be terminated.

16 Accordingly, DOF abused its discretion in denying the ROPS III items 24, 35 and 36
17 on the basis that no development agreements were in place before June 28, 2011, and its
18 decision must be set aside.

19 Because the Court concludes that ROPS III items 24, 35, and 36 related to the
20 Courtyard and 20th Street projects are enforceable obligations, it does not address
21 Petitioner's argument that DOF is estopped from objecting to them in the ROPS review
22 process. The Court also does not address Petitioners' arguments regarding whether DOF's
23 denial unconstitutionally impairs contractual rights, as Petitioners are political
24 subdivisions of the State and not entitled to raise this argument. (*County of Alameda v.*
25 *Janssen* (1940) 16 Cal.2d 276, 284; *Cox Cable San Diego, Inc. v. City of San Diego*
26 (1987) 188 Cal.App.3d 952, 967.)

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1 The Court notes that its holding is specific to the facts of this case, particularly because
2 there is no dispute that the Successor Agency entered into the Development Agreements to
3 further the Courtyard and 20th Street projects as described in the Standard Agreement.

4 Petitioner shall include on its future ROPS submission the previously denied ROPS III
5 items 24, 35, and 36 related to the Courtyard and 20th Street projects. Further, DOF shall
6 recognize and approve these items as enforceable obligations pursuant to this Court's
7 ruling and order.

8
9 **iv. DOF Did Not Abuse its Discretion in Concluding that the 2011 Amendment
to the Reimbursement Agreement Was Not an Enforceable Obligation**

10 DOF concluded that ROPS III item 25, payments on the Rabobank Arena bonds in the
11 amount of \$17 million, was "no longer denied" as an enforceable obligation. (Smith
12 Decl., Exh. K.) However, DOF concluded that any payments made pursuant to a 2011
13 amendment to a City/RDA Reimbursement Agreement (2011 Amendment), which
14 increased the RDA's debt service payment on bonds, would not be supported by an
15 enforceable obligation. It also adjusted the amount of monies payable to the Successor
16 Agency to reflect this decision. (*Id.*) Petitioners challenge DOF's determination that the
17 2011 Amendment was not an enforceable obligation. (Opening Brief, 45:2-4.)

18 The original 1997 Reimbursement Agreement is between the City and RDA.
19 Generally, these kinds of agreements are not enforceable obligations, with limited
20 exceptions. Section 34171(d)(2) provides in part:

21 "[E]nforceable obligation" does not include any agreements, contracts, or
22 arrangements between the city, county, or city and county that created the redevelopment
23 agency and the former redevelopment agency. However, written agreements entered into
24 (A) at the time of issuance, but in no event later than December 31, 2010, of indebtedness
25 obligations, and (B) solely for the purpose of securing or repaying those indebtedness
26 obligations may be deemed enforceable obligations for purposes of this part...." (Health
27 & Safety Code, § 34171(d)(2).)

28

1 DOF found that the 1997 Reimbursement Agreement came within the exemption
2 provided by Section 34171(d)(2), notwithstanding the fact that it was between the RDA
3 and the City, the entity that created it. This is because it was a reimbursement agreement
4 entered into (1) at the time of issuance of indebtedness obligations (bond certificates of
5 participation were issued to refinance existing bonds) and (2) solely for the purposes of
6 securing or repaying the indebtedness obligations. DOF also found that a 2006
7 amendment to the Reimbursement Agreement was an enforceable obligation for the same
8 reason: the 2006 amendment allowed the RDA to continue reimbursing the City if the
9 1997 certificates of participation were refinanced or refunded, and the City had issued
10 more certificates of participation in 2006. (Smith Decl., Exh. K.)

11 The 2011 Amendment provided that the RDA would increase the amount of its annual
12 reimbursement payments to the City. (Smith Decl., Exh. E.) The RDA increased this
13 amount to an annual payment of \$1.2 million to an annual payment of \$1.7 million over
14 the next 10 years. (Smith Decl., ¶7.)

15 The 2011 Amendment does not fall within the exception to Section 34171(d)(2),
16 because although it related to repaying debt, it was not made at the time the City made any
17 new debt. Moreover, the 2011 Amendment was entered after December 31, 2010.

18 Petitioners argue that the 2011 Amendment, 2006 Amendment, and Reimbursement
19 Agreement should be read together as part of the same contract, and that the 2011
20 Amendment “relates back” to the time when the debt was issued. The Court declines to
21 do so. The language of Section 34171(d)(2) indicates that the Legislature was particularly
22 concerned with the timing of such agreements. It specified that the written agreement be
23 entered into (1) at the time the indebtedness was issued, and (2) no later than December
24 31, 2010. This suggests that the Legislature sought to exclude later amendments to an
25 agreement to repay indebtedness, such as the 2011 amendment, from this exemption.

26 Therefore the Court concludes that DOF did not abuse its discretion in finding that
27 payments made pursuant to the 2011 Amendment were not supported by an enforceable
28 obligation.

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DISPOSITION

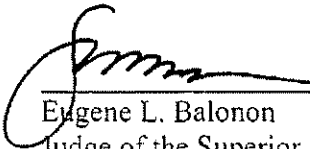
The Petition is **GRANTED** in that DOF abused its discretion in denying ROPS III items 24, 35, and 36 for the Courtyard and 20th Street Housing Projects as enforceable obligations. A writ shall issue commanding DOF to set aside its decision and ordering DOF to recognize the above denied ROPS III items as enforceable obligations. Petitioners shall resubmit the denied items in a future ROPS submission, and DOF shall approve the items pursuant to this Court's ruling. Petitioners shall be entitled to a declaratory judgment that ROPS III items 24, 35, and 36 are enforceable obligations.


The Petition is **DENIED** in all other respects.

Counsel for Petitioner is directed to immediately prepare a formal judgment and peremptory writ of mandate consistent with the Court's ruling, incorporating this ruling as an exhibit; submit them to counsel for each party for approval as to form; and thereafter submit them to the Court for signature and entry of judgment in accordance with *California Rules of Court*, rule 3.1312.

IT IS SO ORDERED.

Dated: November 8, 2013


Eugene L. Balonon
Judge of the Superior Court
County of Sacramento



CERTIFICATE OF SERVICE BY MAILING ATTACHED

CERTIFICATE OF SERVICE BY MAILING
(C.C.P. Sec. 1013a(4))

I, the undersigned deputy clerk of the Superior Court of California, County of Sacramento, do declare under penalty of perjury that I did this date place a copy of the Court's Order re: *Ruling on Submitted Matter and Order dated November 8, 2013* in envelopes addressed to each of the parties, or their counsel of record as stated below, with sufficient postage affixed thereto and deposited the same in the United States Post Office at Sacramento, California.

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Dated: November 8, 2013

Superior Court of California,
County of Sacramento

By: P. MERCADO,
Deputy Clerk