

1 Brenda Barnes
2 406 Broadway
3 Santa Monica, CA 90401
4 (310) 795-3762

5 Proposed Plaintiff-Petitioner in Consolidated Case in pro per

6
7 SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE
8 COUNTY OF LOS ANGELES, WEST DISTRICT, SANTA MONICA BRANCH
9

10 CATHERINE ELDRIDGE,)

11)
12)
13)
14 Plaintiff,)

15 v.)

16)
17)
18)
19 VILLAGE TRAILER PARK, etc.,)
20 et al.,)

21 Defendants.)
22)

23 And Related Cross-Complaints)
24)
25)
26)

Case No. BC 465320
Assigned to the Honorable
Judge Cesar C. Sarmiento

**NOTICE OF EX PARTE APPLICATION AND
APPLICATION FOR ORDER SHORTENING
TIME FOR HEARING ON JANUARY 4, 2013
AND DAYS FOLLOWING AS NECESSARY, ON
MOTION OF BRENDA BARNES TO DECLARE
CASES RELATED, CONSOLIDATE ONE AND
ORDER THE LAST CASE FILED STAYED, RULE
ON WHETHER THE RESULTING CASE IS COM-
PLEX, AND GRANT TRO AND PEREMPTORY
WRIT AGAINST SANTA MONICA RENT CONTROL
BOARD HEARING REMOVAL PERMIT APPLICA-
TION UNTIL FURTHER ORDER OF COURT;
MEMORANDUM OF POINTS AND AUTHORITIES;
DECLARATION OF BRENDA BARNES IN
SUPPORT THEREOF**

(Santa Monica City Charter §§ 1803 (g) and (t)(1),
(2)(ii), 1801(c), 1802, 1807, 1801(m), 1803(f)(10);
C.C.P. §§ 525 et seq., and 1085; Gov't C. §§ 54950
et seq.; and Calif. Const., Art. 1 sec. 3(b) and 7)

Hearing

DATE: January 3, 2013
TIME: 8:30 a.m.
DEPT.: J West
JUDGE: Honorable Cesar C. Sarmiento

1 **(FILED CONCURRENTLY WITH MOTION TO CONSOLIDATE, etc., AND EXHIBITS**
2 **CONSISTING OF PLEADINGS IN CASE NO. SC 119545, NOTICE OF RELATED**
3 **CASES, AND DOCUMENTS FROM THOSE CASES)**

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1 Memorandum of Points and Authorities in Support of Ex Parte Application for Order
2 Shortening Time for Hearing on Motion to Declare Cases Related, Consolidate and Stay
3 Cases, Rule on Whether Resulting Case Is Complex, and Enter TRO and Peremptory
4 Writ of Mandate

5 Introduction and Summary of Facts and Issues

6 The case before the Court concerns the effect of a settlement of a failure-to-
7 maintain case at a trailer park in Santa Monica, Village Trailer Park. The reason the case
8 was brought is that, after the owner had paid for some repairs to the Park required by that
9 settlement, it decided to sell to developers, who proposed to demolish the trailers at the
10 Park and abrogate the terms of the settlement.

11 The cases proposed to be consolidated likewise arise out of that failure-to-maintain
12 case and the resulting, retaliatory development proposal. ¹ One is a case for damages for
13 harassment due to defendants' beginning to threaten a tenant with eviction and harass
14 him in other ways due to his opposing the development. Another is an eviction case
15 brought two months later against that plaintiff. The third is at issue in this ex parte
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17
18 ¹ Which besides being retaliatory for the failure-to-maintain lawsuit, will also be shown if
19 the cases ever progress to the eviction stage to have not been proposed in good faith,
20 since the EIRs on this property, which is virtually entirely within the highest liquefaction
21 danger zone possible, in the highest danger of seismic activity possible, was not
22 analyzed for liquefaction danger. See Declaration of Brenda Barnes attached, ¶ 1.
23 This defense will be as is allowed in mobilehome park cases by Civil Code § 798.60,
24 which allows all defenses to an unlawful detainer for any residential property to be
25 made as to an unlawful detainer for a mobilehome. This defense will also be made
26 pursuant to Santa Monica Rent Control Law, which requires just cause for eviction, just
27 cause including the underlying necessity of good faith. Finally, the defense is allowed
28 pursuant to Chapter 23 of the City Charter, which was passed by the voters in
November 2010 and provides good cause must be shown for eviction of all rental units
including those not covered by rent control, and does not include an exception for
change of use of a property. Since the Ellis Act covers only rent-controlled units, which
must, like Plaintiff BARNES's unit, be rented, all other units at the property that are
owner-occupied but pay space rent would require good cause, not including change of
use. Thus, there is actually no one at the property who can be evicted, whether from
their own home or a home they are renting, lawfully. There is therefore a high risk of at
least 50 eviction cases if these matters get that far.

1 application. All three have the owners of the Park as defendants and begin with either the
2 failure-to-maintain case or the resultant retaliatory development scheme.

3 All that is involved in the current Ex Parte Application is an order shortening time.
4 To the extent any further notice of what is involved in the motions themselves for which an
5 order shortening time to hear is being sought (as a telephone message apparently from a
6 party sent papers this afternoon BARNES did not understand seemed to state), any lack
7 in that notice can be made up for by sending additional notice on the date of this ex parte
8 hearing, for the next day or days. One party who was served notice also mentioned the
9 parties in this case already have a settlement conference set for January 4, 2013.
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11 The reason for the urgency of this Ex Parte Application is the Rent Control Board
12 sent out a notice on November 13, 2012 stating it would hear an application for removal
13 permit it included with the notice for Village Trailer Park "within 120 days." This would be
14 by March 18, 2013, adding five (5) days for mailing the notice. The Rent Control Board
15 meets the first Thursday of every month, and can meet as many as three (3) more
16 Thursdays, if necessary. Rent Control Board Regs. § 1002(a). Given the two more
17 months in that time frame, and the major work involved in stating how *ultra vires* the
18 Board's hearing an application would be, but how Plaintiff-Petitioner is entitled to an
19 injunction pursuant to the City Charter, § 1811, BARNES expected to file a noticed motion
20 to consolidate in January, have it heard in February, and not have to disturb everyone's
21 holidays. Declaration, ¶ 2.
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25 However, on December 11, 2012, at the last City Council meeting on this matter,
26 Defendant-RPI LUZZATTO stated he had "negotiated with the Rent Control Board for
27 months and months" to come up with a project the Board would approve. Declaration of
28

1 Brenda Barnes, ¶ 3. Since all the Board's cases are adversarial and quasi-judicial, any
2 such ex parte negotiations are absolutely forbidden by law. See, People v. Bradford (4th
3 Dist., 2007) 154 Cal.App.4th 1390, 1409-1421 (judge's entering jury room during
4 deliberations is presumed error for many reasons including the record's not reflecting all
5 that was said). Then shortly after that, Defendant-Respondent Condon, the Administrator
6 of the Rent Control Board, was quoted in the local press as stating the Board would
7 decide the application early in the New Year. Id., ¶ 2. Therefore, the need to complete
8 these papers and get injunctive and peremptory writ relief against such unlawfulness
9 became clear very urgently.

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11 This Memorandum shows the Court should grant an order shortening time and
12 order the Board not to act until and unless it can do so in compliance with the City
13 Charter.
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17 A COURT MAY, FOR GOOD CAUSE SHOWN, SHORTEN TIME FOR ANY ACTION TO
18 BE DONE; IT IS GOOD CAUSE THAT THE BOARD AND DEFENDANTS-RPIs ARE
19 ALLEGED TO HAVE CONSPIRED TO SHORTEN BY OVER TWO MONTHS THE TIME
20 PLAINTIFF-PETITIONER HAD BEEN NOTIFIED SHE WOULD HAVE BEFORE THE
21 BOARD DECIDED THE APPLICATION FOR REMOVAL PERMIT AT ISSUE HERE

22 California Rules of Court, Rule 1.10(c), in the section of the Rules “applicable to all
23 courts” reads as follows:

24 **Extending or shortening time**

25 Unless otherwise provided by law, the court may extend
26 or shorten the time within which a party must perform any act under the rules.

27 Code of Civil Procedure § 526, reads in relevant part as follows:

28 (a) An injunction may be granted in the following cases:

(1) When it appears by the complaint that the plaintiff is entitled to the relief
demanded, and the relief, or any part thereof, consists in restraining the

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commission or continuance of the act complained of, either for a limited period or perpetually.

(2) When it appears by the complaint or affidavits that the commission or continuance of some act during the litigation would produce waste, or great or irreparable injury, to a party to the action.

(3) When it appears, during the litigation, that a party to the action is doing, or threatens, or is about to do, or is procuring or suffering to be done, some act in violation of the rights of another party to the action respecting the subject of the action, and tending to render the judgment ineffectual.

(4) When pecuniary compensation would not afford adequate relief.

(5) Where it would be extremely difficult to ascertain the amount of compensation which would afford adequate relief.

(6) Where the restraint is necessary to prevent a multiplicity of judicial proceedings.

.....

(b) An injunction cannot be granted in the following cases:

(1) To stay a judicial proceeding pending at the commencement of the action in which the injunction is demanded, unless the restraint is necessary to prevent a multiplicity of proceedings.

.....

(6) To prevent the exercise of a public or private office, in a lawful manner, by the person in possession.

(7) To prevent a legislative act by a municipal corporation. [Emphasis added.]

CCP § 528 on timing of notice before a temporary restraining order reads in relevant part as follows:

(c) No temporary restraining order shall be granted without notice to the opposing party, unless both of the following requirements are satisfied:

1 (1) It appears from facts shown by affidavit or by the verified complaint that
2 great or irreparable injury will result to the applicant before the matter can be
3 heard on notice.

4 (2) The applicant or the applicant's attorney certifies one of the following to the
5 court under oath:

6 (A) That within a reasonable time prior to the application the applicant informed
7 the opposing party or the opposing party's attorney at what time and where the
8 application would be made. [Declaration, ¶ 4.]

9

10 (d) In case a temporary restraining order is granted without notice in the
11 contingency specified in subdivision (c):

12 (1) The matter shall be made returnable on an order requiring cause to be
13 shown why a preliminary injunction should not be granted, on the earliest day
14 that the business of the court will admit of, but not later than 15 days or, if good
15 cause appears to the court, 22 days from the date the temporary restraining
16 order is issued.

17 (2) The party who obtained the temporary restraining order shall, within five
18 days from the date the temporary restraining order is issued or two days prior to
19 the hearing, whichever is earlier, serve on the opposing party a copy of the
20 complaint if not previously served, the order to show cause stating the date,
21 time, and place of the hearing, any affidavits to be used in the application, and a
22 copy of the points and authorities in support of the application. The court may
23 for good cause, on motion of the applicant or on its own motion, shorten the
24 time required by this paragraph for service on the opposing party.

25

26 (4) The opposing party is entitled to one continuance for a reasonable period of
27 not less than 15 days or any shorter period requested by the opposing party, to
28 enable the opposing party to meet the application for a preliminary injunction. If

1 the opposing party obtains a continuance under this paragraph, the temporary
2 restraining order shall remain in effect until the date of the continued hearing.
3 (5) Upon the filing of an affidavit by the applicant that the opposing party could
4 not be served within the time required by paragraph (2), the court may reissue
5 any temporary restraining order previously issued. The reissued order shall be
6 made returnable as provided by paragraph (1), with the time for hearing
7 measured from the date of reissuance. No fee shall be charged for reissuing the
8 order.

9 (e) On the day the order is made returnable, the hearing shall take
10 precedence over all other matters on the calendar of the day, except older
11 matters of the same character, and matters to which special precedence may
12 be given by law. When the cause is at issue it shall be set for trial at the earliest
13 possible date and shall take precedence over all other cases, except older
14 matters of the same character, and matters to which special precedence may
15 be given by law. [Emphasis added.]

16 Code sections applying to writs of mandate and prohibition are even more flexible
17 as to time, giving the Court the ability to fashion the remedy the circumstances require.

18 CCP § 1085, Writs of mandate, reads in relevant part:

19 (a) A writ of mandate may be issued by any court to any inferior tribunal,
20 corporation, board, or person, to compel the performance of an act which the
21 law specially enjoins, as a duty resulting from an office,

22 Given that the writ is to compel the performance of a duty already compelled by
23 law, it makes sense that the inferior board, in this case, may be required to do its duty
24 with no notice whatever if the circumstances require. CCP § 1087 provides a
25 peremptory writ may issue commanding the inferior tribunal or board immediately to act
26 as required by the Court (and as specially enjoined by law). If the writ be termed a writ of
27 prohibition instead, which by Section 1102 arrests judicial functions being carried out by
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1 an inferior tribunal or board without jurisdiction, again under § 1104 a peremptory writ
2 takes effect immediately.

3 II

4 GIVEN THE EVIDENCE IN THE VERIFIED COMPLAINT/PETITION AND
5 DECLARATION, THE CASES ARE ALL INEXTRICABLY RELATED, JUDICIAL
6 ECONOMY WILL BE SERVED BY CONSOLIDATING THEM, THEY MAY THEN BE OR
7 MAY BECOME COMPLEX, AND THE INJUNCTION AND WRIT MUST ISSUE TO
8 PREVENT ACTION BY THE BOARD WITHOUT JURISDICTION AND IN VIOLATION
9 OF REQUIREMENTS OF THE CHARTER AND OF DEFENDANTS IN FURTHER
10 TAKING ADVANTAGE OF THEIR OWN WRONGS

11 Here, BARNES states that she was told (along with all the other residents of
12 Village Trailer Park) she would have until March 18, 2013 to respond to the application
13 for removal permit, the Rent Control Board instead gave 14 days' notice by mail (so nine
14 (9) days given the provision of extending notice when mailed, in CCP § 1013(a)) of a
15 hearing. Just this exigency is good cause for a writ to issue even without notice, but
16 certainly with the short notice given to the Board.

17 The Board did this when the City Charter requires the Board to have regulations
18 governing all its work, and specifically removal permits, but the Board has no regulations
19 governing removal permits, since the Chapter 5 Regulations it did have so governing
20 removal permits were "suspended" in 1999 for a "brief hiatus" and never replaced in the
21 13 years since then (Verified Complaint/Petition First Cause of Action, Declaration of
22 Brenda Barnes, ¶ 4). This failure to have regulations is apparently the result of the
23 Board's staff's realization in 1999 that the Ellis Act did not allow it to have people agree
24 to have new construction not be exempt from rent control, as the Charter requires in
25 order to grant the type of removal permit now most often sought, the kind being sought in
26 this case, where developers seek to build on a property and the Charter requires their
27 agreeing to replace rent-controlled units removed. Charter, § 1803(t)(2)(ii). Moreover,
28 since then the Board and the City lost Embassy LLC v. City of Santa Monica (2nd Dist.,
2010) 185 Cal.App.4th 771, 777, where an owner which had itself settled a dispute with
the Board and City, not even about new construction as would be the case here, then
Ellised in violation of the settlement agreement. In finding nothing could be done to stop

1 the removal from rent control of units the owner had agreed not to remove, the Court of
2 Appeal states:

3 By providing that Ellis Act waivers may be enforced in some contracts [those by
4 which an owner of residential real property has agreed to offer the
5 accommodations for rent or lease in consideration for a direct financial
6 contribution], section 7060.1 tells us that they may not be enforced in other
7 contracts.

8 The Board has no jurisdiction to make any direct financial contribution to any
9 property owner, and it must have its own budget and is not permitted by the Charter to
10 be influenced in its duties by the City Council. Charter § 1802. Cities and counties can
11 pass legislative acts whereby they give developers rights those developers otherwise do
12 not have, and in return for direct financial contributions, those legislative acts can include
13 contracts where the developers agree to continue to offer accommodations for rent or
14 lease. The Rent Control Board, however, has no legislative power except over rent-
15 controlled units, and it cannot pay a developer anything.

16 Moreover, Gov't Code 7060.1 of the Ellis Act specifies what "direct financial
17 contributions" can be:

18 As used in this subdivision, "direct financial contribution" includes contributions
19 specified in Section 65916 [participation in cost of infrastructure, write-down of
20 land costs, or subsidizing the cost of construction, in which case the city,
21 county, or city and county shall assure continued availability for low- and
22 moderate-income units for 30 years] and any form of interest rate subsidy or tax
23 abatement provided to facilitate the acquisition or development of real property.
24 [Emphasis added.]

25 Therefore, whatever direct financial contribution the City might make to a
26 developer, no contract with the Rent Control Board agreeing to not exempt new
27 construction from rent control is enforceable, since the Board cannot pay for it and it
28 violates the explicit exemption of new construction from rent control in Charter section

1 1801(c)(5). In fact, of course, any agreement in violation of any law passed for the
2 public benefit is VOID (not even just voidable) and unenforceable. (Civ. Code, §§ 1598,
3 1599 [any portion of contract that violates law is void];§3513 ["[A] law established for a
4 public reason cannot be contravened by a private agreement.”

5 The second reason BARNES shows a writ and injunction should issue is the City
6 Charter requires the Board to have all papers including prior decisions, regulations, and
7 even internal memoranda on issues involved in rent control cases or other matters
8 governed by the Board in a specific place in its office, but the Board has no such papers
9 anywhere to provide the notice the Charter and due process of law require of what the
10 issues are and how meaningfully to be heard on them (Verified Complaint/Petition
11 Second Cause of Action, Declaration of Brenda Barnes, ¶ 4). No one can have a fair
12 hearing, even with a lot more than nine or ten days' notice before a hearing (and six or
13 seven before responses to the Staff Report are due), without notice in advance of what
14 the issues are, what the Board's prior decisions on those issues have been, and how to
15 meaningfully be heard on those issues.

16 The four additional reasons in the Verified Complaint/Petition are just further
17 indications of how the cases sought to be declared related are related, how much
18 multiplicity of litigation is likely if they are not consolidated and/or stayed, and how *ultra*
19 *vires* the Board's threatened actions and the defendants' unlawful conspiracy with it are.
20 Clearly these cases started with retaliation for tenants exercising legal rights and have
21 neared bottom into unrecorded ex parte communications, *ultra vires* jamming of tenants
22 and denial of their rights to know in advance what the issues are and how the Board has
23 decided them, along with no telling what all else unrecorded error and wrongdoing. It is
24 time for the Court to stop the downward spiral.

25 CONCLUSION

26 On this ex parte application, the Court should shorten time for hearing on
27 BARNES's motion to declare cases related, consolidate one, stay another, decide
28 whether the result is a complex case, and enter a writ against the BOARD's hearing

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defendants' application for removal permit until it has regulations and collections of papers in conformity with its enabling statute, the City Charter. Then there will be time without further irreparable harm and *ultra vires* actions to consider the remaining issues.

DATED: December 31, 2012

Respectfully submitted,

Brenda Barnes
Proposed Plaintiff-Petitioner in pro per

DECLARATION OF BRENDA BARNES IN SUPPORT OF EX PARTE APPLICATION
FOR ORDER SHORTENING TIME

BRENDA BARNES declares and says:

I am the plaintiff-petitioner in Case No. SC 119545, Barnes v. Condon, etc., et al., a petition for writ of mandate and complaint for injunctive relief case filed on December 24, 2012 against the defendants in the instant case and the Santa Monica Rent Control Board, arising out of efforts of defendants in this case to demolish the Village Trailer Park and replace the 109 rent-controlled homes there, including the two owned by the plaintiff CATHERINE ELDRIDGE and cross-complainant LORETTA NEWMAN in the instant case, my family's home which I rent, and 106 more individually-owned homes. I make this declaration of my own personal knowledge and if called as a witness I could and would testify competently as stated herein.

1. The map attached to this Declaration as Exhibit A is a reinterpretation of the City of Santa Monica's Geological Hazards Map, which was attached to the Environmental Impact Report prepared for amendment of two elements of the General Plan commonly called LUCE and adopted by the City Council in July 2010. Whereas the Map as originally drawn is named a Geological Hazards Map," Exhibit A, which was attached to an EIR for Village Trailer Park ("VTP"), is called a "figure," not a map, and claims to be about "liquefaction potential," not an already known hazard. In fact, the map was prepared by an internationally known well-respected company, Atkins, and it states it concerns "high and medium liquefaction risk," not potential. The entire City of Santa Monica is a Zone 4 seismic activity zone on the state's seismic hazard maps, the highest level. The combination of high liquefaction risk and high seismic activity results in what I have heard engineers refer to as "jello land." That Santa Monica minimized its discussion of this hazard by putting a "figure" with "potential" in it, while both before and after that EIR spending hundreds of pages analyzing soil risks at the two adjacent properties, which have less in the high liquefaction danger portion of the LUCE EIR map and more in the medium liquefaction danger than does the VTP land, means the City is conspiring with defendants to allow demolition of VTP structures, not the proposed developments being allegedly considered here. In any event, it did not satisfy its duty of public disclosure of known environmental impacts of development and did not give the

1 public a meaningful opportunity to discuss those hazards before the decision to allow
2 development was made. This means the probability of multiplicity of litigation is very
3 high.

4 2. I received a notice from the Rent Control Board with a copy of an
5 Application for a Removal Permit signed by Defendant LUZZATTO, soon after the
6 postmark date of November 13, 2012. That notice stated the Board would hear the
7 Application within 120 days, which plus five days for mailing would be March 18, 2013. I
8 therefore calendared doing the motion involved in this ex parte application for notice
9 during January and hearing during February, in plenty of time. Then I read in the local
10 press that Tracy Condon, the Board Administrator, had stated the Board would decide the
11 application "early in the New Year." In fact, on December 27, 2012, letters were
12 postmarked notifying us the Board would hear the Application on January 10, 2013, and
13 our comments on the Staff Report were due January 7, 2013. With five (5) days for
14 mailing and not counting the last day holiday of that, we had exactly seven (7) days to
15 respond to a Staff Report that states all sorts of things as being Board policies, with no
16 citation to any authority even, much less to any regulations giving standards in advance or
17 any papers we can review in the Board's offices showing prior decisions and internal
18 memoranda, as required by the City Charter.

19 3. MARC LUZZATTO, the representative of defendant landlords, had also
20 stated at the City Council meeting on December 11, 2012 that he "had negotiated with the
21 Rent Control Board for months and months" to come up with a plan the Board would
22 approve, so he did not know why the Council would reconsider it as was being suggested.
23 I worked as an attorney and department manager for the Board in the 1980s when it had
24 first been formed, and I know we made sure everyone in hearings was sworn and subject
25 to cross-examination, along with all other quasi-judicial standards. That a party would be
26 allowed to "negotiate for months and months" with the Board with no record kept of what
27 was said or promised and no one present to represent the tenants is beyond belief.

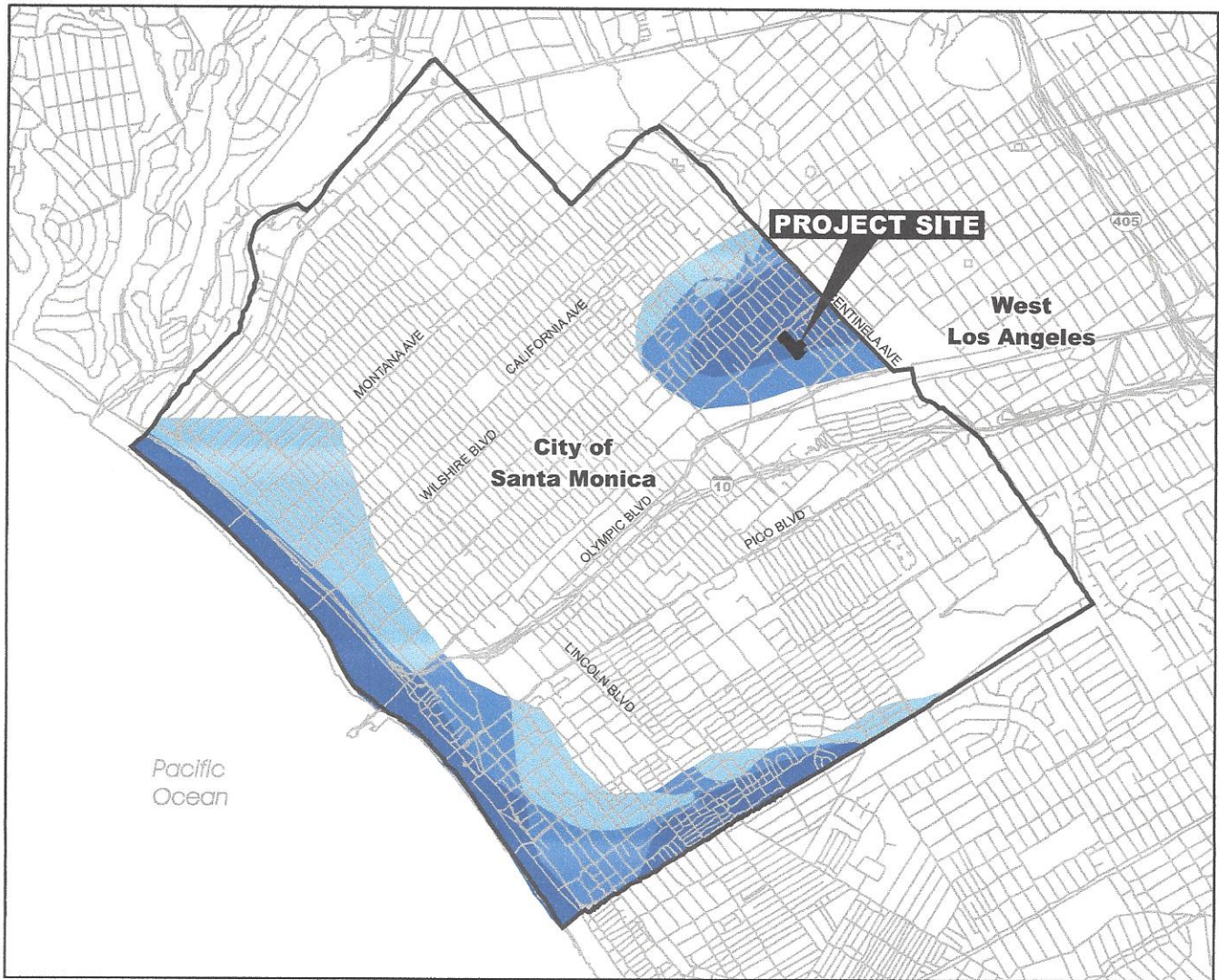
28 4. Great and irreparable harm will befall me if the Board is allowed to act
without regulations and without papers telling me what prior Board decisions were made
on the issues involved in this case and what internal memoranda say about the Board's
policies. First, I have spent three years along with my husband almost fulltime preparing

1 this legal case. If the Board is allowed to act without regulations, which the Charter
2 requires for all its work, and specifically for removal permits, then the presumption of
3 regularity shifts the burden of proof to us. When the Board is acting without jurisdiction to
4 act, that is irreparable harm to us. Also, although I knew the Rent Control law from having
5 worked and won cases on both sides—probably the only person in the world to have done
6 that—I resigned from practicing law 15 years ago to start a now-permanent 501(c)(3) non-
7 profit, so I need to know what the Board has decided since then and what its policies are.
8 It simply is not fair or due process of law, besides violating the Charter, to not have the
9 policies of the Board where the public can view them and prepare to respond.

10 I declare under penalty of perjury that the foregoing is true and correct and that this
11 Declaration was executed on December 31, 2012, in Santa Monica, California.

12 
13 Brenda Barnes

EXHIBIT A



LEGEND:

- Project Site
- City of Santa Monica
- High Liquefaction Potential
- Medium Liquefaction Potential
- Low Liquefaction Potential

SOURCE: TAHA, 2011.

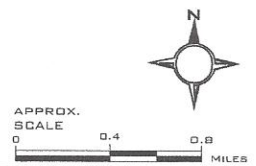


FIGURE 4.6-2

LIQUEFACTION POTENTIAL

EXHIBIT A

PROOF OF SERVICE BY E-MAIL

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STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

Peter R. Naughton is sworn and says:

I am over the age of 18 and not a party to the within action. My business address is 406 Broadway, #332F, Santa Monica, CA 90401.

On January 2, 2013, beginning at 5 p.m., I served the **PLAINTIFF-PETITIONER BRENDA BARNES NOTICE OF EX PARTE APPLICATION AND APPLICATION FOR ORDER SHORTENING TIME**, attached hereto, on the interested parties herein, by sending a true copy of each document by electronic mail delivery and obtaining a notice of receipt from my e-mail server, addressed to the e-mail addresses given below, as follows:
Loretta Newman (newlxn@yahoo.com), Berhane Habte (Rightsouljeans@verizon.net), David R. Krause-Leemon (twaters@mckennalong.com), Bradford G. Hughes (bhughes@selmanbreitman.com), Frances Campbell (fcampbell@campbellfarahani.com), Robin Eifler (ana@dowdalllaw.net), Rebecca Thornton (rebecca.thornton@smgov.net), Marc Luzzatto (marc@luzzattocompany.com), .

I also have sufficient hard copies to serve at the ex parte hearing set for January 3, 2013, for parties who do not wish to print their own.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on January 2, 2013, at Santa Monica, California.



Peter Naughton