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THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN DIEGO

DE ANZA COVE HOMEOWNERS
ASSOCIATION, INC., a California non-
profit corporation; et al.,

Plaintiffs,

vs.

CITY OF SAN DIEGO; DE ANZA
HARBOR RESORT AND GOLF, LLC, a
California limited liability company; et al.,

Defendants.

AND RELATED CROSS-ACTIONS.

Case No.: GIC 821191

ORDER VACATING AND AMENDING
THE COURT'S MARCH 28, 2007
ORDER

The Court on its own motion and pursuant to the defendant City of San Diego's
April 11, 2007 ex parte request for clarification, hereby vacates and modifies the Court's
March 28, 2007 Order and issues the following Order:

The Court having read and considered the pleadings filed by the respective
parties and having heard oral argument hereby grants in part and denies in part the
plaintiffs' motion for summary adjudication of issues as follows:

- 1 1. Defendant City of San Diego's evidentiary objections are addressed in the
2 proposed Order submitted by the City of San Diego in opposition to
3 plaintiffs' motion for summary adjudication.
- 4 2. Plaintiffs' evidentiary objections to the declaration of Robert Collins offered
5 in support of defendant City of San Diego's motion for summary judgment
6 or in the alternative, summary adjudication are overruled. Opinions and
7 estimates of the ground lease cited on page 3 of the declaration relating to
8 tenants purported savings and loss of income are not received by the
9 Court for the truth of the matter stated but for the limited purpose of
10 explaining the conduct of the parties in response to those claimed
11 opinions and estimates.
- 12 3. The first three of plaintiffs' evidentiary objections to the declaration of
13 former City asset Manger William Griffith are sustained. The balance of
14 plaintiffs' objections are overruled.
- 15 4. The Court declines to take judicial notice of any previously filed document
16 that was not caused to be delivered to the Department prior to oral
17 argument on March 19, 2007. [See California Rules of Court Rule
18 3.1306(c)(2)] The remainder of the requests for judicial notice are
19 granted.
- 20 5. The Court declines to consider evidence not set forth in the parties'
21 Separate Statements. [See North Coast Business Park v. Nielsen Const.
22 Co. (1993) 17 Cal.App.4th 22]
- 23 6. The Court having carefully reviewed the issues presented to the Court in
24 plaintiffs' motion for summary adjudication and having carefully reviewed
25 all evidence cited by the respective parties in their Separate Statements in
26 support of and in opposition to the plaintiffs' motion, the Court finds there
27 exists no disputed issue of material fact as to the plaintiffs' first three
28 issues and hereby grants summary adjudication of the following issues:

- 1 a. “De Anza Cove is a mobilehome park and the Mobilehome Residency
2 Law (Civil Code §§ 798 et seq, Gov’t Code §§ 65863.7-65863.8)
3 applies in full to De Anza Cove and the City of San Diego”;
- 4 b. “The City of San Diego is under a mandatory duty to comply with the
5 Mobilehome Residency Law, including but not limited to Civil Code
6 §798.56(g)-(h) and Gov’t Code §65863.7, which regulate closure of De
7 Anza Cove, the timing and content of Notices to residents, and tenant-
8 impact-reporting and relocation assistance requirements”;
- 9 c. “The City violated the Mobilehome Residency Law, Civil Code
10 §798.56(g)-(h) and Gov’t Code §65863.7 by failing to prepare a tenant
11 impact report and serve lawful Notices that complied with the MRL’s
12 timing and content requirements”.

13 7. The Court’s summary adjudication of the foregoing three issues is based
14 upon the undisputed evidence contained within the respective Separate
15 Statements of the respective parties demonstrating no disputed issue of
16 material fact exists as follows:

- 17 a. On June 29, 1945 the State Park Commission granted the property
18 formerly known as Mission Bay tidelands to the City of San Diego to be
19 held in trust and that “at all times be accessible and subject to the use
20 and enjoyment of all of the citizens of the State of California.”
- 21 b. In May 1951 the City and Marian Fesler Purdy and Lila C. Witcher
22 entered into 50 year Master Ground Lease with a commencement date
23 of November 24, 1953 and an expiration date of November 23, 2003.
24 This Master Ground Lease provided for use as a “tourist and trailer
25 park area”. [plaintiffs’ Ex. 63, Ex. 5]
- 26 c. On May 1, 1954 Purdy and Witcher assigned the Master Ground
27 Lease to De Anza Harbor, Inc. (DHI) The Master Ground Lease (MGL)
28 required the lessee within five years to “complete and have ready for

1 occupancy” 500 trailer units. The MGL also provided that “the lessee
2 agrees that the leased premises shall be used only and exclusively for
3 the development and operation of a tourist and trailer park area with
4 the accompanying facilities, businesses and concessions which may
5 be necessary or desirable in the opinion of the lessee...including those
6 listed in paragraph “Fourth” of this lease. Whenever the lessee shall
7 desire to install or operate any facilities, businesses and concessions
8 other than those already listed in paragraph “Fourth” of this lease, they
9 shall obtain the approval, in writing, of the City Manager of the lessor.”.

- 10 d. A City document from the early 1960’s describes the purpose of the
11 Master Ground Lease as “Tourist & Trailer Park: Total Constructed
12 Units 522 plus 160 to be constructed. 126 Vacation Units; 12
13 Transient Units; 384 permanent units; 160 permanent units to be
14 constructed by June 15, 1963.” [plaintiffs’ exhibit 5]
- 15 e. The City was paid 5% percent of the revenues generated by the 544
16 permanent units, the 126 vacation units, the 12 transient units and
17 various rates for the ancillary facilities including the convenience store
18 and beauty shop operations, slip and boat rentals, gas and oil charges.
19 DHI assigned the lease to De Anza Mobile Estates who in turn
20 assigned the lease to De Anza Harbor Resort and Golf (DHRG).
21 [plaintiffs’ Ex. 63 – Master Ground Lease and amendments; Ex. 5, Ex
22 72 – Gelfand deposition p. 19-22, 52:14-18, 68:17-19, 69:15-17, 81:9-
23 12, 101:13-25, 102:1, 12-16 103:2-5, 10-14, 131:18-24]
- 24 f. In 1978 the California Legislature enacted MRL.
- 25 g. In 1980 the State Lands Commission advised the City of San Diego
26 that the operation of the mobile home park at De Anza Cove was
27 inconsistent with the public use of State lands. The Commission wrote
28 to the City Attorney stating “It is the opinion of the State Lands

1 Commission staff,...that a phase-out of the residential use of the tide
2 and submerged lands held in trust by the City of San Diego in Mission
3 Bay is in the best interest of all parties involved...At the time the
4 original lease was entered into, trailer 'parks' were normally places to
5 "park" trailers for limited (vacation) periods and were towed behind the
6 owners' own vehicles. The evolution of De Anza from a trailer park for
7 the transient-public into a permanent-type residential use is
8 understandable but unacceptable on lands dedicated to public use."

9 h. In 1981, Assembly Bill 447, the Kapiloff Legislation, was passed by the
10 California Legislature which provided that the De Anza mobile home
11 park leases may continue only if the City of San Diego enacted a
12 resolution by February 1, 1982 concurring in the specific findings of the
13 Kapiloff Bill. These findings included permitting the nonconforming
14 permanent sites at De Anza to remain until November 23, 2003.

15 [plaintiffs' Exhibit 13].

16 i. Specifically, the Kapiloff Bill provided in Section 1(b) through (f) of AB
17 447 provide in part that, "The described lands were intended by the
18 Legislature to be used for public recreation and public recreational
19 support facilities, which uses could encompass transient-type guest
20 housing. However, the described lands have in fact been developed
21 with permanent sites for mobilehomes which can no longer be
22 considered public guest housing facilities....In balancing the hardship
23 of relocating tenants with current public needs for expanded
24 recreational lands on Mission Bay sufficient lands are available or can
25 be made available for recreational purposes on Mission Bay until the
26 year 2003. In view of the foregoing, tenants should not be forced by
27 reason of their residential use of the described lands, to relocate
28 outside those lands before November 23, 2003..." The State by virtue

1 of the enactment of the Kapiloff Legislation allowed the nonconforming
2 permanent mobile homes to remain until November 23, 2003 so long
3 as the City of San Diego agreed by formal resolution. [plaintiffs' Ex.
4 13, AB 447]

5 j. The concluding section of the Kapiloff Bill specifically provided that "If
6 by February 1, 1982, the City of San Diego fails to concur in the
7 findings and determinations set forth in Section 1 of this Act [extending
8 Park operation until 2003], the provisions of this Act shall be
9 inoperative." [plaintiffs' Exhibit 13, AB 447]

10 k. On April 16, 1981 the City Manager estimated relocation costs for the
11 De Anza Park's residents in 2003 would be about \$7 million. The City
12 Manager projected total income to the City from the mobile home park
13 under the then existing lease would be about \$9,000,000 by the year
14 2003. The City Manager provided the City with two alternatives: "(1) Do
15 not support AB 447, terminate the Lease in 1988, pay relocation costs
16 and, the remaining value of improvements and solicit proposals for a
17 new development. (2) Support AB 447 with the renegotiated lease rate
18 and continue existing use until 2003." [plaintiffs' Exhibit 10]

19 l. On January 22, 1982 City Manager's Report 81-476 recommended in
20 part the execution of the 10th Amendment to the lease agreement. The
21 10th Amendment would increase the rental rate and "allow De Anza to
22 submit a plan for development of a hotel on the area of the leasehold
23 not utilized by mobile homes...." This plan "would generate revenues
24 to the City on the order of \$50-\$60 million by the year 2003". [plaintiffs'
25 Ex. 11]

26 m. On January 25, 1982 the City by resolution endorsed the Kapiloff
27 Legislation (AB 447) extending operation of the mobile home park until
28 2003 contingent upon execution of the 10th Amendment to the Master

1 Ground Lease increasing De Anza Park's rental rates. [plaintiffs' Ex.
2 12]

3 n. In August 1982 the City sent out Notices to Tenants at De Anza Harbor
4 Resort providing each tenant with a copy of the Kapiloff Legislation.
5 Notwithstanding the provisions of the MRL prohibiting contractual
6 waiver within leases of the protections of the MRL, the City notified the
7 tenants that the 10th Amendment to the Lease provided in part that "all
8 present and future occupants of mobile home spaces...shall not be
9 entitled to and may not claim: a. Any relocation allowances...by
10 reason of, or arising out of, the provisions of the said Assembly Bill 447
11 or by virtue of any action or inaction of Lessee or Lessor pursuant to
12 said Bill...The date of expiration of the basic lease is November 23,
13 2003,....under no circumstances shall any occupant's term be
14 extended beyond November 23, 2003..." [plaintiffs' Ex. 14 – copy of
15 the Notice]

16 o. In September 1989 residents entered into long term rental agreements
17 ("LTRAs") [plaintiffs' Ex. 16] These agreements provided that they
18 were expressly governed by the MRL and limited relocation benefits
19 only if the City approved DHRG's hotel redevelopment plan. "De Anza
20 and/or The City of San Diego will not provide homeowner,....permitted
21 sublessees,....any additional benefits when the term of this agreement
22 expires other than as provided in Article 20. It is understood that any
23 benefits as provided in Article 20 are received in full satisfaction of any
24 relocation costs and relocation costs advances, and homeowner does
25 hereby agree that such compensation benefits are fair, proper and
26 equitable under the provisions of Calif. Govt. Code 65863.7, and all
27 related benefit compensation statutes." The LTRAs also provided that
28 "Homeowner now has a month-to-month tenancy or a one-year lease

1 as a subtenant of De Anza. Homeowner's tenancy will terminate no
2 later than November 23, 2003. Homeowner hereby is given notice that
3 De Anza intends to close the park on November 23, 2003. Subject to
4 this Agreement, De Anza is giving up its right to close the park after
5 giving one year's notice, and is instead giving in excess of fifteen (15)
6 years notice.....Homeowner acknowledges that the current use of the
7 Community by De Anza and Homeowner is inconsistent with the
8 purposes of the trust for the lands upon which the community is
9 located as stated in the statutes of California 1945, Chapter 142. The
10 California Legislature, however, passed Assembly Bill No. 447,
11 Chapter 1008 in 1981....to allow De Ana to continue the present use of
12 the land until November 23, 2003." [plaintiffs' Ex. 16 p. 4 sections 5
13 and 8, p. 14, Article 8, pp. 18-28, Articles 17-20 and Special Conditions
14 Precedent]

- 15 p. In 1997 the City exempted the closure of De Anza Cove from the City's
16 Mobilehome Park Overlay Zone, S.D. Muni Code §101.1002(A)(9)
17 which required a relocation plan that evaluates the impact of
18 displacement on all residents. [plaintiffs' Ex. 24 – SD Muni Code
19 §143.0615(b); plaintiffs' Ex. 17 and Ex. 25 – SD Muni Code §143.0610]
- 20 q. On July 27, 1999 the City and DHRG entered into a Memorandum of
21 Understanding wherein DHRG would be able to negotiate with the City
22 regarding potential redevelopment of De Anza Cove. [plaintiffs' Ex. 27]
23 DHRG advised the City that a tenant impact report was advisable and
24 offered to prepare and pay for the report. The City said no. [plaintiffs'
25 Ex. 72 – Gelfand Deposition 77:12-25, 78:1, 82:22-84:12]
- 26 r. On November 15, 2002 Michael D. Gelfand, President of Terra Vista
27 Management, Inc. sent notice to each Park resident reaffirming the
28 "legally mandated need to discontinue the residential use of Harbor

1 Resort on November 23, 2003” and stating that “Under the
2 circumstances present here, Management believes the expiration of
3 Harbor Resort’s ground lease with the City and the expiration of your
4 LTRA do not constitute a closure of the mobilehome park as defined by
5 California law. Furthermore, Management is not proposing a change
6 in use or closure of the mobilehome park and does not intend to
7 prepare a tenant impact report as might otherwise be required if there
8 was a change in use or closure....” [plaintiffs’ Ex. 33]

9 s. On May 6, 2003 DHRG notified the City and the Park residents that
10 DHRG had abandoned its efforts to develop a hotel. The MOU expired
11 on May 23, 2003. [plaintiffs’ Ex. 34 – Supplemental Notice Regarding
12 Harbor Resort’s Discontinuance as a Mobile Home Park sent to each
13 resident]

14 t. On September 15, 2003 a Notice of Termination of Tenancy was sent
15 to each resident once again informing the residents that “DHRG will
16 not be renewing your LTRA or your mobile home tenancy after the
17 expiration of the ground lease and your LTRA on November 23,
18 2003...DHRG’s ground lease to operate the property as a mobile
19 home park will expire on November 23, 2003, your LTRA will expire on
20 that date, and the use and operation of the property as a mobile home
21 park cannot continue thereafter under current applicable State and City
22 law.” No tenant impact report was provided and no relocation costs
23 were tendered to any De Anza Cove owner or tenant. [plaintiffs’ Ex. 35]

24 u. On October 22, 2003 City’s Director of Real Estate Assets presented
25 the City’s “Transition Plan” to the park’s residents. [Lewan Dec ¶ 4;
26 Abbit Dec ¶ 9]
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1 v. The City and various owners and occupants of the Park entered into
2 settlement agreements regarding the rights and obligations of the
3 parties under the MRL. [plaintiffs' Exhibit 50]

4 Based upon the foregoing, the Court finds that while the City has the right to
5 close the Park at the expiration of the Master Ground Lease and pursuant the Kapiloff
6 Bill to change the use of the property, the City in 1982 by formal resolution adopted the
7 findings of the Kapiloff Bill and decided to continue the operation of the mobile home
8 park until 2003 conditioned upon receiving increased rents. The City thereafter
9 accepted the benefits of ownership in the form of increased rental revenues for over two
10 decades and is correspondingly obligated to accept legal obligations for having
11 operated the Park. In 1981 and 1982 as a part of its decision to continue the operation
12 of the mobile home park, the City contemplated the cost of tenant relocation that would
13 be required in 2003 and the income stream resulting from the continued operation of the
14 mobile home park until 2003 and chose to endorse the Kapiloff Legislation contingent
15 upon execution of an amended ground lease increasing rental income to the City.
16 Plaintiffs' contention that the expiration of the Master Ground Lease and the Kapiloff Bill
17 are not valid reasons authorized under CC §798.56 for Park closure is without merit.
18 Likewise, the City's position that this is a simple expiration of lease and that the City did
19 not terminate the leases or close the Park also lack merit. Clearly, the City made an
20 informed decision on January 25, 1982 to permit the Park to remain open under the
21 terms of the Kapiloff Bill until 2003 when the City adopted Resolution R-255718.
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26 Plaintiffs' summary adjudication raises the question is whether the termination
27 notices caused to be issued by the City to owners and occupants of De Anza Cove
28 complied with CC §798.56. The answer is in the negative in that no tenant impact report

1 was provided the plaintiffs as is required by subsection (h) which states that the tenant
2 impact report “shall be given to the homeowners or residents at the same time that
3 notice is required....”. It is undisputed that none of the notices were accompanied by
4 the mandatory tenant impact report.
5

6 The Court denies plaintiffs’ motion for summary adjudication of the
7 following issue: “The protections afforded by the Mobilehome Residence Residency
8 Law cannot be waived by contract and all such purported waivers in the City’s
9 settlement/rental agreements are void and unenforceable”. The Court finds that while
10 any contractual waiver contained within the terms of any lease of mobile homes are by
11 statute void as contrary to public policy, settlement agreements between parties
12 following notice of closure of a park regarding any disputes that may exist are not per se
13 violative of public policy nor contrary to the provisions of the Mobilehome Residency
14 Law. Were that the case, settlement agreements by and between litigants regarding
15 such issues would be void and such disputes could only be resolved by trial. The
16 Legislature certainly did not contemplate such a result when they enacted the MRL.
17 Accordingly, settlement agreements regarding the closure of mobilehome parks are not
18 as a matter of law unenforceable and the MRL does not preclude the parties from
19 entering into settlement agreements.
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23 The Court denies plaintiffs’ motion for summary adjudication of the following
24 issue: “Judgment in plaintiffs’ favor on defendant City of San Diego’s affirmative
25 defense nos. 1, 10, 12, 13, 23, & 24.” Plaintiffs’ failure to specifically identify each of the
26 City’s affirmative defenses improperly requires the Court to seek out the City’s Answer
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1 in order to ascertain the nature and exact language of each enumerated defense. For
2 instance, plaintiffs in their Amended Separate Statement filed with the Court on January
3 26, 2007 seek “judgment in plaintiffs’ favor on defendant City of San Diego’s affirmative
4 defense no. 10 (City not liable because termination of use as mobilehome park
5 consistent with Kapiloff Bill and tidelands trust)” while the City’s affirmative defense no.
6 10 states, “[t]he termination of the nonconforming use of the Property as a mobilehome
7 park was based on and is consistent with the terms of the 1945 tidelands grant by the
8 State of California to defendant, and State of California Assembly Bill 447, 1981
9 Statutes, Chapter 1008 (the ‘Kapiloff Legislation’) and other applicable laws.” [City’s
10 Answer to Third Amended Complaint page 3 lines 7 through 10]

13 The Court having carefully reviewed the issues presented to the Court in
14 defendant City of San Diego’s motion for summary judgment or in the alternative for
15 summary adjudication and having carefully reviewed all evidence cited by the respective
16 parties in their Separate Statements in support of and in opposition to the defendant’s
17 motion, the Court denies defendant City of San Diego’s motion for summary judgment
18 pursuant to the Court’s findings and evidence cited above in reference to the Court’s
19 granting of plaintiffs’ motion for summary adjudication of issues a, b and c. No disputed
20 fact cited by the defendant in its opposition to the plaintiffs’ summary adjudication
21 motion sets forth any disputed issue of fact that would prevent denial of plaintiffs’ motion
22 as a matter of law. The City’s specific grounds asserted in favor of its summary
23 judgment motion are unsupported in fact or law.

26 The Court declines to rule upon defendant City of San Diego’s alternative request
27 for summary adjudication on the grounds that (1) the issues set forth in the City’s notice
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1 of motion are unintelligible as pled and (2) defendant made no attempt to comply with
2 California Rules of Court Rule 3.1350(b) which requires the issues set forth in the notice
3 of motion to be repeated verbatim in the supporting separate statement. For example,
4 defendant's notice of motion seeks "an order adjudicating the First Cause of Action for
5 Violation of the Mobilehome Residency Law I (Park Closure & Relocation) on the
6 grounds that there is no triable issue of material fact, and that the final judgment in this
7 action shall, in addition to any matters determined at trial, award judgment as
8 established by such adjudication." [Notice page 3 line 26 through page 4 line 1] Not
9 only is this issue unintelligible but it is not repeated verbatim in the City's Separate
10 Statement. Issue #1 in defendant's Separate Statement states that "the City is entitled
11 to summary adjudication of the First Cause of Action because certain plaintiffs are not
12 homeowners under the MRL." [Separate Statement page 25 lines 14-15] Even if the
13 Court were able to adjudicate the City's issues relating to "certain plaintiffs" as is
14 requested in issues 13, 14 and 16, these issues do not dispose of the entire First and
15 Third Causes of Action nor does the City carry its burden is establishing as a matter of
16 law that the term homeowners as used in the MRL does not also refer to occupants.
17 [See Civil Code §§ 798 et seq, Gov't Code §§ 65863.7-65863.8]

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22 The confusion created by the divergent language as to what the notice identifies
23 as the issues to be adjudicated and the language of what purports to be the subject of
24 the summary adjudication set forth in the separate statement is further compounded by
25 the defendants' failure to identify with any specificity what evidence precludes the
26 finding of any disputed material fact. The defendant merely incorporates in each of the
27 issues sought to be summarily adjudicated each and every one of the 141 undisputed
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1 facts cited in the separate statement in support motion for summary judgment. The
2 Court is called upon to sift through all of the facts cited in the separate statement in
3 support of the summary judgment to determine those that may have application to the
4 issue sought to be summarily adjudicated. While the Rules of Court generally permit a
5 litigant to rely upon undisputed facts set forth in a separate statement in support of a
6 summary judgment motion, the wholesale incorporation of all facts in the summary
7 adjudication portion of the separate statement merely compounds the discrepancy
8 between the language in the notice and the language in the separate statement of
9 issues to be summarily adjudicated.
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12 Defendant City of San Diego's motion for leave to submit a tardy expert
13 designation is granted.
14

15 IT IS SO ORDERED.
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18 Original signed document is
19 in the Court File.

20 Date: April 20, 2007

21 /S/
22 HONORABLE CHARLES R. HAYES,
23 Judge of the Superior Court
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SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO <input type="checkbox"/> COUNTY COURTHOUSE, 220 W. BROADWAY, SAN DIEGO, CA 92101-3814 <input type="checkbox"/> HALL OF JUSTICE, 330 W. BROADWAY, SAN DIEGO, CA 92101-3827 <input type="checkbox"/> FAMILY COURT, 1555 6 TH AVE., SAN DIEGO, CA 92101-3296 <input type="checkbox"/> MADGE BRADLEY BLDG., 1409 4 TH AVE., SAN DIEGO, CA 92101-3105 <input type="checkbox"/> KEARNY MESA, 8950 CLAIREMONT MESA BLVD., SAN DIEGO, CA 92123-1187 <input type="checkbox"/> NORTH COUNTY DIVISION, 325 S. MELROSE DR., VISTA, CA 92083-6643 <input type="checkbox"/> EAST COUNTY DIVISION, 250 E. MAIN ST., EL CAJON, CA 92020-3941 <input type="checkbox"/> RAMONA, 1428 MONTECITO RD., RAMONA, CA 92065-5200 <input type="checkbox"/> SOUTH COUNTY DIVISION, 500 3 RD AVE., CHULA VISTA, CA 91910-5649 <input type="checkbox"/> JUVENILE COURT, 2851 MEADOW LARK DR., SAN DIEGO, CA 92123-2792	
PLAINTIFF(S)/PETITIONER(S) DE ANZA COVE HOMEOWNERS ASSOCIATION INC.	
DEFENDANT(S)/RESPONDENT(S) CITY OF SAN DIEGO, et al.	Judge: CHARLES R. HAYES Dept.: 66
CLERK'S CERTIFICATE OF SERVICE VIA ELECTRONIC TRANSMISSION (CCP 1010.6/CRC 2.260)	CASE NUMBER GIC821191

I, **MICHAEL M. RODDY**, certify that: I am not a party to the above-entitled case; that on the date shown below, I served the following document(s):

ORDER VACATING AND AMENDING THE COURT'S MARCH 28, 2007 ORDER

on the designated recipient(s) below by causing said document(s) to be prepared in portable document format (*.pdf) for e-mailing and served **via electronic transmission** as file attachment through the San Diego Superior Court e-mail system and the transmission was reported as complete and without error.

Executed at:

San Diego Vista El Cajon Chula Vista Oceanside Ramona, California.

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**MICHAEL M. RODDY
CLERK OF THE SUPERIOR COURT**

Date: April 20, 2007

By: /s/ _____, Deputy

D. LIM