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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

CITY OF NORCO, a Charter City Plaintiff, vs. RONALD T. MUGAR, an individual; and DOES 1-50, inclusive, Defendants.	Case No. RIC1709678 [Case assigned to Hon. Chad W. Firetag for law and motion purposes] **CITY OF NORCO'S REPLY TO RESPONDENT RONALD MUGAR'S OPPOSITION TO THE CITY'S MOTION TO BE DECLARED THE PREVAILING PARTY AND FOR AN AWARD OF ATTORNEYS' FEES** Date: April 3, 2019 Time: 8:30 a.m. Dept.: 3 [Filed concurrently with Supplemental Declaration of Eric P. Markus, Declaration of Senior Building Inspector Eddie Sezenol, Supplemental Request for Judicial Notice, and, [Proposed] Order]

Petitioner CITY OF NORCO ("City" or "Petitioner") hereby submits its Reply in support of its Motion to be Declared the Prevailing Party and for an Award of Attorneys' Fees, as follows:

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I. INTRODUCTION AND SUMMARY OF ARGUMENT

Stripped of its rhetoric and unsupportable allegations of profiteering, Respondent's opposition fails to provide the Court any basis upon which it could deny the City's request for attorneys' fees. In lieu of addressing the actual issue, *i.e.*, the City's entitlement to attorneys' fees under the California Health and Safety Code, Respondent completely ignores the Health and Safety Code and attempts to distort this civil proceeding into a criminal and/or quasi-criminal one, arguing: (1) that the fee provision in the Norco Municipal Code ("NMC") is unconstitutional; (2) that the City's attorneys are not neutral prosecutors; and, (3) that the City is not the prevailing party. The problem for Respondent is that his arguments are objectively wrong. His claims further fail because the cases he cites[1] – literally, all of them – are inapposite or support the City's position.

Respondent's constitutional challenge is entirely premised on the incorrect assertion that the City's fee request is based on NMC section 1.04.010. Even a cursory review of the City's motion, however, demonstrates that the City's fee request is based primarily on section 17980.7 of the Health and Safety Code, which makes fee awards to the prevailing party mandatory in cases such as this. While the City's motion does reference the NMC as one of the bases of its request, it is patently obvious that in the context of a Health and Safety Code petition that prays for, as here, an award of attorneys' fees "in accordance with Health & Safety Code § 17980.7[,]" any subsequent fee request would necessarily be made pursuant to that section. (Supp. RJN, Ex. C [Petition, 17:26-18:2].)

Respondent's opposition doesn't even mention the Health and Safety Code. Instead, with no case or statutory authority, Respondent devotes the majority of his brief to a legally unsupportable position that a Health and Safety Code receivership is akin to a criminal prosecution. He directs the Court to an unrelated class-action lawsuit in which the cities of Indio and Coachella were sued as a result of what the plaintiffs in that case allege was a different law

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[1] Respondent cites numerous sister-state decisions, which are not precedent, and which only serve as persuasive authority in the absence of California authority. Where a rule of law is clearly established by the courts of California, those courts are not at liberty to overrule it in favor of a rule established by the decisions of courts in other states. (See *Gutierrez v. Sup. Ct.* (1994) 24 Cal.App.4th 153; see also *Jardine v. City of Pasadena* (1926) 199 Cal. 64.)

firm's[2] practice of seeking to collect attorneys' fees from *criminal* defendants. (Opposition, 5:12-18.) Respondent himself admits, however, that the issues in that case, and the resulting legislation upon which Respondent relies here, "applies only to 'criminal case[s],' and not to civil enforcement actions like receiverships. [Citation]." (*Ibid.*).

The Court cannot be persuaded by Respondent's "smoke and mirrors." For one, the City's attorneys' fee statute is a two-way provision, unlike the one-way fee provisions in the cases cited by Respondent. (See RJN, Ex. B [NMC, § 1.04.010, subd. (F)].) The City's fee provision tracks the language of Government Code section 38773.5, subdivision (b), almost verbatim, and Respondent fails to challenge this section, or even mention it. Section 38773.5 expressly authorizes cities to, by ordinance, provide for the recovery of attorneys' fees in any action to abate a nuisance. (Supp. RJN, Ex. "D" [Gov. Code, § 38773.5].) Section 38773.5 has never been challenged as unconstitutional and remains valid law.

Secondly, the City's attorneys in this case are exactly the type of disinterested, neutral government attorneys that have been held appropriate to handle nuisance abatement actions.[3] The City's attorneys have absolutely no financial stake in the outcome of this case and merely seek reimbursement on behalf of the City for moneys that have been actually paid. Critically, the cases cited by Respondent in support of his misguided proposition concern criminal prosecutions that have no bearing on a civil petition for the appointment of a receiver. And, the primary case upon which Respondent relies, *People ex rel. Clancy v. Sup. Ct.* (1985) 39 Cal.3d 740, expressly holds against the proposition for which Respondent cites it. In *Clancy*, the California Supreme Court held that in a civil nuisance abatement action, cities *are* permitted to hire private counsel to prosecute public nuisance actions so long as there is no contingency fee agreement. (*Id.*, at pp. 749-750, fn. 4, 5.) In this civil case, the City pays its attorneys on an hourly basis regardless of outcome. Win or lose, the City is required to pay its legal fees. (Decl. Markus, ¶ 51.) It should also be noted that all settlement decisions in this case were made by City Council. (Supp. Decl.

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[2] The law firm that engaged in the conduct giving rise to the class-action lawsuit was Silver & Wright, LLP. Dapeer, Rosenblit & Litvak, LLP has no affiliation with Silver & Wright, LLP, and Silver & Wright, LLP have never represented the City of Norco.

Markus, ¶ 2.) And, it was Respondent, and not the City, that drove up the City's fees. Aside from its initial filings, the City's instant motion was the only affirmative relief sought by the City. (Supp. RJN, Ex. "E" [Court Docket].) All of the fees incurred (and paid) by the City were a direct result of motions filed by Respondent and his obstinate refusal to comply at every juncture. (See Decl. Markus, generally.) The record clearly reflects that the City "bent over backwards" to accommodate Respondent in an effort to keep fees to a minimum and that Respondent now seeks to take advantage of the City's practical approach.

Finally, there is no doubt that the City is the prevailing party in this action. The City's objective in commencing this action was to cause the abatement of substandard and hazardous conditions at Respondent's property. A receiver was appointed, and the substandard conditions were abated. While the City *voluntarily* agreed to hold the receivership in abeyance such that Respondent could avoid the cost and expense associated with it, it is indisputable that the objective of the City's petition was obtained.

In contrast, Respondent achieved none of his objectives. Respondent was unsuccessful in his efforts to avoid the receivership, was unsuccessful in his effort to avoid application of modern building standards to his property, and was unsuccessful in his efforts to seek reconsideration of and/or vacate the receivership on the grounds stated in his motion seeking that relief.[4] At the initial April 30, 2018 hearing on Respondent's motion, the Court ordered Respondent to repair the laundry room at his property "in accordance with the requirements of the City's current building and other technical codes." (Supp. RJN, Ex. "F" [Notice of Ruling].) And, in its "Clarification and Correction of Order of 11-13-18," the Court expressly denied Respondent's motion for reconsideration and stated that the only reason it was "granting" the motion to vacate was because the substandard conditions had been abated, *i.e.*, because the City had already achieved its

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[3] The City notes that this is not a nuisance abatement action in the traditional sense. This is a proceeding for the appointment of a receiver, which is distinct notwithstanding the fact that the substandard conditions at Respondent's property also constitute a public nuisance.

[4] Respondent claimed in his motion: (1) that the City misled him into not opposition the City's petition; (2) that he was deprived of his due process rights because the Court granted the petition in his absence; (3) that the City failed to comply with the procedural requirements of the Health and Safety Code; (4) that he was not afforded a reasonable opportunity to correct the substandard conditions; and, (5) that he would suffer irreparable harm if a receiver took control of his property. (Supp. RJN, Ex. "G" [Motion for Reconsideration, p. i].) The Court rejected all of these arguments during the November 13, 2018 hearing.

objective. (Supp. RJN, Ex. "H" [Clarification and Correction].) In fact, it was the City, and not Respondent, that asked that the Receiver be discharged at that time. (*Id.*) Respondent's surreptitious attempt to capitalize on the fact that the Court "granted" his motion is nothing more than a game of semantics, incorrectly putting form over substance. The City therefore respectfully requests that the Court grant its motion to be declared the prevailing party and order Respondent to pay the City all of its reasonable attorneys' fees and costs.

II. LEGAL DISCUSSION

A. Respondent Does Not Dispute that the City Is Entitled to its Attorneys' Fees and Costs as the Prevailing Party Pursuant to Health and Safety Code Section 17980.7.

Health and Safety Code section 17980.7, subdivision (c)(11) provides that the prevailing party on a petition for appointment of a receiver brought pursuant to section 17980.7 ***"shall be entitled to reasonable attorney's fees and court costs as may be fixed by the court."*** (RJN, Ex. "A" [Health and Safety Code, § 17980.7], emphasis added.) Subdivision (d) further makes attorneys' fee awards mandatory "[i]f the court finds that a building is in a condition which ***substantially endangers the health and safety of residents***..." (*Ibid.*, emphasis added.)

In this case, the City's petition and motion for the appointment of a receiver were, on their face, brought pursuant to section 17980.7. That section is literally identified in the title of each of those pleadings. (Supp. RJN, Ex. "C" [Petition, p. 1], Ex. "I" [Motion, p. i].) The petition further "requests that the Court appoint a receiver pursuant to California Health and Safety Code Section 17980.7[,]" and the motion provides it was "made pursuant to California Health & Safety Code § 17980.7." (*Id.*, Ex. "C" [Petition, p. 1], Ex. "I" [Motion, p. xii].) Still further, in the petition's prayer, the City requests "[t]hat this court order Respondent to pay all reasonable and actual costs of the City, including but not limited to...attorney fees or costs...in accordance with Health & Safety Code § 17980.7." (Supp. RJN, Ex. "C" [Petition, pp. 17-18, ¶ 9].)

In its order granting the City's motion for appointment of a receiver, this Court expressly found that "Respondent has caused, maintained...conditions to exist at the Subject Property that violate the State Housing Law (Cal. Health & Safety Code § 17910 et seq.) and the Norco Municipal Code..." (Supp. RJN, Ex. "J" [Order, p. 2, ¶ 1.1].) This Court further found that

"Respondent's maintenance of...the conditions...render the Subject Property substandard and a public nuisance, which ***endangers the life, limb, health, property, safety, or welfare of the public or the occupants thereof***, pursuant to California Health and Safety Code § 17920.3." (*Id.*, [Order, pp. 5-6, ¶ 1.2, emphasis added.)

It is indisputable – and Respondent doesn't dispute – that the City's action was brought pursuant to Health and Safety Code section 17980.7. It is further indisputable – and Respondent doesn't dispute – that this Court has already found that Respondent's property was "in a condition which substantially endangers the health and safety of residents..." (See RJN, Ex "A.") Accordingly, even absent a finding that the City is the prevailing party, the Court is required to award attorneys' fees and costs to the City pursuant to Health and Safety Code section 17980.7, subdivision (d)(1). And, should the City be declared the prevailing party, the Court would be further required to award attorneys' fees and costs to the City pursuant to subdivision (c)(11).

B. The City Is the Prevailing Party Because It Succeeded at Every Stage of this Years' Long Litigation and Achieved Its Objective.

The test for determining prevailing party status is simple and straightforward. " 'The critical fact is the impact of the action, not the manner of its resolution.' " (*Graham v. DaimlerChrysler Corp.* (2004) 34 Cal.4th 553, 565, quoting *Folson v. Butte Cty. Assn. of Governments* (1982) 32 Cal.3d 685, 668.) Known as the "catalyst theory," courts are required to "look to the practical impact of the public interest litigation in order to determine whether the party was successful...not its manner of resolution." (*Id.*, pp. 566-568.)

In this case, the practical impact of the City's petition was abatement of widespread substandard conditions at Respondent's property. This is exactly what the City set out to do when it filed the petition.

Respondent argues that he prevailed in this action because: (1) he performed the abatement work, not the court-appointed receiver; (2) the Court vacated its order appointing the receiver; and, (3) Respondent was allowed to repair his laundry room in conformance with the building standards in place in 1969. The facts of this case demonstrate that Respondent is so wrong that his claims can only be deemed disingenuous.

1. The Fact that Respondent Performed the Abatement Himself Is Irrelevant to a Determination of the Prevailing Party.

Respondent's attempt to punish the City for its decision to hold the receivership in abeyance is improper.[5] It is nothing more than outright manipulation bordering on misrepresentation. That aside, it is irrelevant to the issues now before the Court. This is because the manner in which a case is resolved is immaterial in a "catalyst theory" analysis.

In *Fletcher v. A.J. Industries, Inc.* (1968) 266 Cal.App.2d 313, 325, the Court of Appeal upheld an attorney fee award in a shareholder derivative action under the theory that the plaintiffs were successful in conferring a substantial benefit to the corporation, even though the litigation "was resolved through a settlement. That court held '[i]t was not significant that the "benefits" found were achieved by settlement of plaintiffs' action rather than by final judgment.' " (*Westside Community for Ind. Living, Inc. v. Obledo* (1983) 33 Cal.3d 348, 352, quoting *Fletcher, supra* 266 Cal.App.2d at p. 325.) Likewise, in *Press v. Lucky Stores, Inc.* (1983) 34 Cal.3d 311, the California Supreme Court affirmed an award of attorneys' fees in an action that had become moot because the plaintiffs' achieved the relief they sought through a preliminary injunction.

> " 'Numerous federal decisions have reached the same conclusion, holding that attorney fees may be proper whenever an action results in relief for the plaintiff, whether the relief is obtained through a "voluntary" change in the defendant's conduct, through a settlement, or otherwise. [Citations.] Thus, ***an award of attorney fees may be appropriate where "plaintiffs' lawsuit was a catalyst motivating defendants to provide the primary relief sought...." [Citation.] A plaintiff will be considered a "successful party" where an important right is vindicated "by activating defendants to modify their behavior." ' "*** (*Graham, supra,* 34 Cal.4th at pp. 566-567, quoting *Westside Community, supra,* 33 Cal.3d at pp. 352-353, emphasis added.)

Here, the City agreed to hold the receivership in abeyance based on Respondent's stated intent to voluntarily provide the City with the primary relief sought in its petition, *i.e.,* abatement of substandard conditions at Respondent's property. The Court's order memorializing that agreement confirms this; it requires Respondent to "abate all violations of state and local law, as alleged in the City's Petition" and to "schedule, undergo and pass final inspection...no later than

[5] The City agreed to hold the receivership in abeyance to allow Respondent to perform the abatement, and thereby keep the receiver's fees and costs to an absolute minimum. (See Supp. RJN, Ex. "K" [Order After Hearing].)

August 15, 2017." (Supp. RJN, Ex. "K" [Order After Hearing, p. 2, ¶¶ 2-4].). The order further expressly states that in agreeing to hold the receivership in abeyance, "the City does not waive any rights it may have in this matter, including but not limited to its right to file a Motion to be declared the prevailing party…and/or a Motion for attorneys' fees and costs. (*Id.*, 2:21-23.)

The evidence, and Respondent's countless admissions that he abated the violations identified in the City's petition, establish that: (1) the City achieved its litigation objective; (2) the petition motivated Respondent to provide the primary relief sought; and, (3) the petition vindicated an important right, *i.e.,* the health and safety of Respondent, his family, and surrounding residents, by activating Respondent to modify his behavior. The requirements of the "catalyst theory" are resoundingly met, and it makes no difference that Respondent, and not the receiver, performed the abatement. Insofar as the Court expressly reserved the City's right to seek the attorneys' fees requested herein, the Court should grant the City's instant request, which the Court has anticipated for almost two years. (See Health & Safety Code, §§ 17980.7, subd. (c)(11), (d)(1) [court ***shall*** award attorneys' fees].)

2. The Court Expressly Rejected Each of the Claims in Respondent's Motion for Vacate.

On or about August 7, 2017, Respondent filed a motion for reconsideration and/or to vacate the receivership order. (Supp. RJN, Ex. "G" [Motion to Vacate].). The bases of Respondent's request for reconsideration were that Respondent was in compliance with the law at the time the Court appointed the receiver, that the City violated Respondent's due process rights, and that Respondent would be irreparably injured by appointment of a receiver. (*Id.*, Ex. "G" [Motion to Vacate, p. i].) Respondent asked the Court to vacate on similar grounds. (*Id.*, Ex. "G" [Motion to Vacate, pp. 9-10].)

Respondent contends he is the prevailing party because the Court "granted" his motion. Respondent is wrong. Following the hearing on Respondent's motion, the Court took the extraordinary step of issuing a "Clarification and Correction of Order," in which the Court made clear it was vacating the receivership based upon the City's request, and that it rejected each of the arguments made by Respondent. (Supp. RJN, Ex. "H" [Clarification and Correction].) The Court stated, "Petitioner stated its agreement with terminating the receivership and asked that the

receiver be discharged effective August 2018…The Court ordered that the motion was granted and terminated the receivership effective August 2018." (*Id.*) Fatal to Respondent's contention that his motion was actually granted, the Court further held,

> As a matter of clarification, ***the motion for reconsideration was not granted***, instead ***the motion to vacate the order is granted on ground the nuisance issues on the property have been resolved and there is nothing further for the receiver to do.*** Further, by reason of agreement of the parties that there is no longer a reason for continuation of the receivership it is terminated. (*Id.*, emphasis added.)

Robinson v. Kimbrough (5th Cir. 1981) 652 F.2d 458, cited with approval in *Graham*, provides a particularly apt example of the "catalyst theory's" application to facts similar to those in this case. In *Robinson*, plaintiffs sued Harris County for racial profiling in connection with jury lists compiled by county officials. During litigation, the jury lists were revised and plaintiffs' lawsuit was dismissed for failure to raise a constitutional question. The plaintiffs therefore never received *any* judicial relief. (*Id.*, at pp. 460-462.). On appeal, the dismissal was affirmed, but the court of appeals also affirmed that plaintiffs were nonetheless entitled to an award of attorneys' fees. Rejecting the argument that the plaintiffs were not a prevailing party, the court stated that prevailing party status "is not dependent upon plaintiffs' ability to secure formal judicial relief by way of injunction or otherwise….Common to these decisions is the recognition that plaintiffs may recover attorneys' fees if their lawsuit is a substantial factor or a significant catalyst motivating defendants to end their…behavior." (*Id.*, at p. 467.)

It is clear that Respondent's motion to vacate failed. The Court only "granted" it because it was the most expedient mechanism by which the Court could grant the City's request to discharge the receiver after Respondent ended his unlawful "behavior." Application of the "catalyst theory" – the approach adopted by the California Supreme Court – demands that this Court grant the City's motion.

3. Respondent's Claim That He Repaired His Laundry Room in Conformity With the 1969 Building Standards Is Simply False.

Approximately one month after Respondent was ordered to abate the substandard conditions at his property, he took the position that he should not be required to repair his dilapidated laundry room in conformity with modern building-safety standards because an

unfinalized – and thus void and ineffective – permit existed for construction of the laundry room from 1969. Without legal basis, Respondent contended that he should be required to repair in conformity with the outdated and in-of-themselves dangerous building standards from 1969. (See Supp. RJN, Ex. "L" [Resp. Brief re: Abatement].)

Respondent's position was expressly rejected by this Court. After submission of briefing on the issue, the Court ordered Respondent to repair the laundry room in conformity with modern building standards. (See Decl. Mugar, Ex. "1" [Transcript, 5:26-6:1, 6:11-7:19]; see also Supp. RJN, Ex. "F" [Notice of Ruling].)

Respondent's reliance on a notation on the building permit issued by the City after the Court's order that the permit was issued for "completion of work originally permitted on December 17, 1969" is similarly misplaced. (See Opposition, 3:19-20.) ***Even worse, the notation set forth in Respondent's opposition is an outright misrepresentation. Respondent correctly recites the first half of the notation but includes a period in his false recitation where no period exists. The notation actually provides that the work was originally permitted, but that the permit expired without inspections.*** (See Decl. Mugar, Ex. "2" [Permit, p. 7].) And, as previously explained in earlier submissions to the Court, when a permit expires, it becomes null and void. In reality, there is nothing on the building permit remotely indicating that the City authorized the abatement to be performed pursuant to 1969 building standards. Putting the issue to rest, ***all of the work performed by Respondent actually complies with modern building standards, and the decision to finalize the building permit was made on that ground.*** (See Decl. Sezenol, ¶¶ 2-4.)

C. The City's Attorneys' Fee Statute Is Not Unconstitutional. The City Prosecutor's Office Is the Appropriate Firm to Handle This Case.

Respondent's contention that the City's attorneys' fee statute is unconstitutional is absurd. Tellingly, Respondent fails to support his position with any relevant case or statutory authority. This is because none exists. The majority of Respondent's case authority concerns criminal actions wholly distinct from civil receivership proceedings such as this. And, in the lone case cited in Respondent's brief that deals with the Health and Safety Code, the Court of Appeal gave

its imprimatur to the propriety of attorneys' fee awards under section 17980.7. (See *Kaura v. Stabilis Fund II, LLC* (2018) 24 Cal.App.5th 420.)

A Health and Safety Code receivership is also *not* quasi-criminal. Quasi-criminal proceedings, such as contempt, are classified as such due to the potential for *criminal punishment*. (*People v. Gonzalez* (1996) 50 12 Cal.4th 804, 816-817.) In a quasi-criminal proceeding, defendants possess some rights of criminal defendants such as a right to counsel and a beyond a reasonable doubt evidentiary standard. (See, *e.g., Ross v. Sup. Ct.* (1977) 19 Cal.3d 899, 913.) In contrast, there is no potential for criminal punishment in the context of a petition for appointment of a receiver. Likewise, the Health and Safety Code does not provide for a right to counsel, nor does it require that a petitioner prove anything beyond a reasonable doubt. In fact, a receivership proceeding does not even involve a determination of damages such that it only presents the court with equitable questions. And, contrary to Respondent's contention, attorneys' fees are not damages; they are merely an element of costs. Respondent has offered no authority to the contrary, and the City is aware of none.

It also bears repeating that the City's attorneys in this case are exactly the type of disinterested government attorneys envisioned by the Supreme Court in *Clancy, supra,* 39 Cal.3d 740. Unlike the situation in *Clancy,* the City's attorneys in this case are paid a flat-hourly fee and have no financial interest in the outcome of the case. (Decl. Markus, ¶ 51.) The situation here is archetypal of what the Court in *Clancy* declared to be proper.

Finally, the City's attorneys' fee statute is not unconstitutional. It is a two-way fee provision based upon – almost verbatim – Government Code section 38773.5. That section has never even been challenged as unconstitutional, and Respondent does not challenge it in this case. (See RJN, Ex. B [NMC, § 1.04.010, subd. (F)]; see also Supp. RJN, Ex. "D" [Gov. Code, § 38773.5].)

III. CONCLUSION

Respondent's opposition misses the point entirely. It is focuses on the wrong issue and is wholly reliant on the false premise that the protections afforded to criminal defendants apply in this case. Beyond the fact that they don't, Respondent was afforded more due process in this case

than a civil litigant is even entitled to. And, he lost every step of the way. The City achieved all of its litigation objectives and is therefore entitled to its attorneys' fees and costs in accordance with the California Health and Safety Code and the NMC. The City respectfully requests that the Court grant all of the relief sought in the City's motion.

Respectfully submitted,

Dated: March 25, 2018

DAPEER, ROSENBLIT & LITVAK, LLP

By: _____
Eric P. Markus
Attorneys for Petitioner
CITY OF NORCO

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 11500 W. Olympic Blvd., Suite 550, Los Angeles, CA 90064.

On March 26, 2019, I served the foregoing document described as: **CITY OF NORCO'S REPLY TO RESPONDENT RONALD MUGAR'S OPPOSITION TO THE CITY'S MOTION TO BE DECLARED THE PREVAILING PARTY AND FOR AN AWARD OF ATTORNEY FEES** on interested parties in this action by placing a true copy thereof enclosed in a sealed envelope designated and provided by FedEx for "FedEx Standard Overnight" into a box maintained by FedEx for delivery to their authorized delivery person or office with fees fully paid or provided for. It was deposited with FedEx on that same day this affidavit was signed in the ordinary course of business addressed to the interested parties listed below:

SEE SERVICE LIST

Executed on March 26, 2019 at Los Angeles, California. I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Laura Rodriguez

Laura Rodriguez, Declarant

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action.

On March 26, 2019, I served via email the foregoing documents described as **CITY OF NORCO'S REPLY TO RESPONDENT RONALD MUGAR'S OPPOSITION TO THE CITY'S MOTION TO BE DECLARED THE PREVAILING PARTY AND FOR AN AWARD OF ATTORNEY FEES** on the following email address:

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I personally emailed the document to the email address above stated.

Executed on March 26, 2019, at Los Angeles, California. I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Laura Rodriguez

Laura Rodriguez, Declarant