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13 **SUPERIOR COURT OF CALIFORNIA**  
14 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

15 CITIZENS FOR ENFORCEMENT OF  
16 PARKLAND COVENANTS, an  
17 unincorporated association,

18 Plaintiff and Petitioner,

19 vs.

20 CITY OF PALOS VERDES ESTATES, a  
21 municipal corporation; PALOS VERDES  
22 HOMES ASSOCIATION, a California  
23 corporation; PALOS VERDES  
24 PENINSULA UNIFIED SCHOOL  
25 DISTRICT, a political subdivision of the  
26 State of California,

27 Defendants and Respondents.

28 ROBERT LUGLIANI and DOLORES  
A. LUGLIANI, as co-trustees of THE  
LUGLIANI TRUST; THOMAS J.  
LIEB, TRUSTEE, THE VIA  
PANORAMA TRUST

Defendants and Real Parties In Interest.

Case No.: BS142768

**DEFENDANTS AND REAL PARTIES IN  
INTEREST, ROBERT LUGLIANI AND  
DOLORES A. LUGLIANI, AS CO-  
TRUSTEES OF THE LUGLIANI TRUST;  
THOMAS J. LIEB, TRUSTEE, THE VIA  
PANORAMA TRUST, AND  
RESPONDENTS, PALOS VERDES  
HOMES ASSOCIATION'S JOINT REPLY  
TO OPPOSITION TO JOINT DEMURRER**

Hon. Joanne O'Donnell  
Dept. 86

Petition Filed: May 13, 2013  
Hearing Date: October 25, 2013  
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1 **I. INTRODUCTION**

2 New, usable parkland between the high school and the sports fields – that is one of the  
3 many things that the community of Palos Verdes Estates obtained in the “win-win” four-party  
4 settlement agreement negotiated at arms-length. This fact is conceded in the exhibits to the  
5 Verified Petition for Writ of Mandate and Complaint for Injunctive Relief (the “Petition”), which  
6 explain how the City exchanged its undesirable, steep hillside property with the Palos Verdes  
7 Homes Association (“Association”) for flatter lots of about the same size but in a more desirable  
8 location.<sup>1</sup> And, at the same time, the settlement agreement also resolved a substantial lawsuit with  
9 the Palos Verdes Unified School District (“District”) which, as part of that resolution, reaffirmed  
10 school property use restrictions that will keep school sites for schools *forever* (thus preventing  
11 them from being sold for development in the future). These successes (and more) are all facts  
12 which Petitioner and Plaintiff, Citizens for Enforcement of Parkland Covenants (hereinafter  
13 “CEPC” or “Petitioner” interchangeably) actually pled in the Petition by virtue of the CEPC’s  
14 incorporation of the “win-win” settlement agreement as an Exhibit to the Petition.

15 What is not pled is all the new facts that Petitioner seeks to improperly introduce by way of  
16 their Opposition (Petitioner’s Opposition to Demurrer by Robert Lugliani et al. [“Opposition”] pg.  
17 1 ln. 6-12, 20-23, fns. 1 & 2; pg. 2 ln. 16-21.). CEPC had an option of either amending its  
18 pleading to add new allegations, or respond to the Demurrer within the four corners of the Petition.  
19 Its hybrid-like opposition of opposing the Demurrer by introducing new facts is simply not  
20 permitted.

21 Indeed, such new facts in the Opposition are really nothing but evidence that the Demurrer  
22 should be sustained. If Petitioner’s first line of defense is to offer new facts and new evidence  
23 rather than rely on the allegations made in their Petition, then the Petition must fail to allege  
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25 <sup>1</sup> See Petition at Exhibit 4 (the Memorandum of Understanding [“MOU”]), at p. 4 which  
26 references that “Area A” is “approximately 75,930 square feet and roughly equivalent in size and  
27 value to Lots C & D, although less useful as parkland because Area A is less accessible than Lots  
28 C&D;” and at Exh. “4” at p. 7 at Art. III.B. which states “Concurrent with the Closing Date, the  
Homes Association shall exchange with the City ownership of Lots C&D for ownership of Area  
A.”

1 sufficient facts to sustain the causes of action CEPC brings. Otherwise, CEPC would cite to its  
2 allegations instead of improperly alleging new facts and offering new evidence.

3 Petitioner's Opposition (and this Court's examination of it) should be limited to the four  
4 corners of the Complaint. In that case, it is evident that CEPC's Petition is so defective that CEPC  
5 itself seems confused by it. CEPC fails to adequately plead in the Petition, or set forth in its  
6 Opposition, the essential facts supporting each cause of action against each party. The Real Parties  
7 In Interest, Robert Lugliani and Dolores A. Lugliani, as co-trustees of The Lugliani Trust; Thomas  
8 J. Lieb, Trustee, The Via Panorama Trust (collectively "Lugliani"), together with Respondents, the  
9 Association and the District jointly and severally demurred to the First Cause of Action set forth  
10 in the Petition, and the Association demurred to the Third Cause of Action ("Joint Demurrer").  
11 The Joint Demurrer sets forth each party's particular basis for demurrer. The Opposition fails to  
12 adequately defend the defects in the Petition and fails to distinguish the separate and distinct bases  
13 of each demurrer by each party.

## 14 **II. ANALYSIS**

### 15 **A. The Relief Sought by CEPC in Declaratory Relief Against the City and the** 16 **Association is Identical to the Relief Sought Against the City and the Association** 17 **in Writ of Mandate**

18 The Opposition does not dispute that an action for declaratory relief will not lie where the  
19 relief sought anticipates an issue which could be determined in the main action. (*Hannon v.*  
20 *Western Title Insurance Company* (1989) 211 Cal.App.3d 1122, 1128-112 [quoting *Allstate Ins.*  
21 *Co. v. Fisher* (1973) 31 Cal.App.3d 391, 39.) The Opposition does not dispute that mandamus is  
22 the appropriate remedy to test the proper exercise of discretion vested in local agencies such as the  
23 City and the Association. (*Hostetter v. Alderson* (1952) 38 Cal.2d 499, 500; *State v. Superior*  
24 *Court of Orange County* (1974) 12 Cal.3d 237, 249.) Instead, CEPC strangely argues that its  
25 declaratory relief action and its writ action are not duplicative because they are brought against  
26 different parties and that if the declaratory relief cause of action were dismissed, then CEPC would  
27 have no declaratory relief action against Lugliani. (Opposition pg. 5 ln. 9-12, 20-23.)  
28

1 Of all the parties sued by CEPC, only the Association and the City are sued in both  
2 declaratory relief and writ of mandate. Only the Association demurrers to declaratory relief on the  
3 basis that declaratory relief claims against the City and Association are duplicative of the remedies  
4 sought in writ against these same two parties.<sup>2</sup> CEPC's declaratory relief claims brought against  
5 the other parties are unimpaired by the Association's demurrer to declaratory relief.

6 The Opposition does not attempt to distinguish all of CEPC's declaratory relief claims  
7 against the Association and the City from the relief sought in writ. Instead, CEPC focuses on only  
8 two specific requests for judicial declaration—the results of which would be identical to the  
9 outcome of the Court granting CEPC's requested writ of mandate. The Opposition claims that the  
10 request for a judicial declaration that “those portions of the MOU that purport to authorize  
11 conveyance of AREA A in violation of the applicable land use restrictions are unenforceable” is  
12 different than the relief sought in writ. (Petition, pg. 20 ln. 7-8.) It is not. CEPC seeks a writ of  
13 mandate that the Association enforce its reversionary rights to Area A (Petition pg. 14 ln. 23-24),  
14 which would invalidate the very same conveyances challenged in declaratory relief. CEPC also  
15 seeks a writ of mandate that the City and the Association enforce the deed restrictions and use all  
16 legal means to remove the allegedly illegal improvements from Area A, including restoration of  
17 Area A to its prior state. (Petition pg. 13 ln. 12-21; pg. 14 ln. 25-28.) If ordered, this writ of  
18 mandate would also necessitate a finding that portions of the MOU violated the very same deed  
19 restrictions that the City and Association would be ordered to enforce. CEPC also claims that the  
20 request for judicial declaration to declare that the two deeds conveying Area A to Lugliani violated  
21 the open space and recreational purpose deed restrictions is distinct from the relief sought in writ  
22 of mandate. It is a distinction without a difference. A writ of mandate ordering the Association to  
23 exercise its right of reverter accomplishes the same result as the requested judicial declaration.

24 CEPC's ultimate claim against the City and the Association is that they each improperly  
25 exercised their discretion by entering the MOU, by conveying Area A, and by taking no action to  
26 enforce the deed restrictions on Area A. Mandamus is the appropriate remedy to test the proper

---

27  
28 <sup>2</sup> The City joined the Association's Demurrer.

1 exercise of discretion by the City and the Association, and the duplicative declaratory relief actions  
2 against the City and the Association should be dismissed. (*Hostetter v. Alderson* (1952) 38 Cal.2d  
3 499, 500; *State v. Superior Court of Orange County* (1974) 12 Cal.3d 237, 249.)

4 **B. CEPC's Petition Fails to Allege facts Sufficient to Establish a Justiciable**  
5 **Controversy Between CEPC and the City**

6 The Opposition ignores a key point in the Joint Demurrer and the City's demurrer—the  
7 City no longer owns Area A. Furthermore, the Petition fails to plead facts showing that any action  
8 taken by the City during the time it owned Area A violated the deed restrictions. For that reason,  
9 CEPC's reliance on *City of Hermosa Beach v. Superior Court* (1964) 231 Cal.App.2d. 295 is  
10 misplaced. In that case, the City of Hermosa Beach still owned the property on which the deed  
11 restrictions applied and the City attempted to construct a use on the property in violation of the  
12 deed restrictions. Those are not the facts here. To the extent that CEPC's Petition seeks a judicial  
13 declaration that the City has *at this time* an affirmative duty to enforce private deed restrictions, the  
14 *City of Hermosa Beach* case is inapt because the City no longer owns Area A.

15 Although the Petition is so confused that it does not expressly seek a judicial declaration  
16 that the City violated the deed restrictions by entering into the MOU during the time the City still  
17 owned Area A, the Opposition appears to make that argument. Again, however, the Petition fails  
18 to allege sufficient facts to show that the City's obligations in the MOU violated the deed  
19 restrictions. The MOU is set forth as Exhibit 4 of the Petition. The City's obligations in the MOU  
20 are set forth in Article IV of the MOU and transcribed here in their entirety:

21 ARTICLE IV – Obligation of the City

22 A. Exchange Area A (subject to the deed restrictions in Exhibit 4) for C & D  
with Homes Association, concurrent with the Closing Date.

23 CEPC's Petition fails to allege any fact or identify any obligation of the City in the MOU  
24 that even implicates, much less violates, the deed restrictions. To establish a cause of action in  
25 declaratory relief, "an actual, present controversy must be pleaded *specifically*" and "the facts of  
26 the respective claims concerning the [underlying] subject must be given." (*City of Cotati v.*  
27 *Cashman* (2002) 29 Cal.App.4<sup>th</sup> 69, 90 [citations omitted] [emphasis added].)  
28



1 CEPC's Petition also seeks a judicial declaration that the September 5, 2012, conveyances  
2 of Area A from the City to the Association and from the Association to Lugliani violated the deed  
3 restrictions, and a declaration that the City has a duty to enforce the deed restrictions on Area A.  
4 Neither the Petition nor the Opposition includes the deeds CEPC seeks to overturn.<sup>3</sup> CEPC's  
5 Petition fails to identify any fact or make any direct allegations that the conveyance of Area A  
6 from the City to the Association that violated the deed restrictions. Again, the Petition fails to  
7 allege the specific facts necessary to establish an actual controversy with regard to the City's  
8 conveyance of Area A to the Association. Thus, CEPC fails to establish a justiciable controversy  
9 regarding the City's conveyance of Area A back to the Association.

10 By contrast to CEPC's unsupported claims, the City's quitclaim deed of Area A to the  
11 Association by its unambiguous terms *protected* the deed restrictions. (See Joint Request for  
12 Judicial Notice, Ex. A [Quitclaim Deed Instrument Number 20121327414].) Paragraph 1 of the  
13 Quitclaim Deed reserved unto the City an open space easement across Area A and Paragraph 5  
14 expressly required that unpermitted encroachments in Area A be removed within 6 months or that  
15 discretionary land use approvals be sought to permit them. Paragraph 6 expressly prohibits  
16 construction of structures and requires use consistent with open space. Consequently, even if the  
17 deed restrictions applied to the City during the time the City owned Area A—which the parties to  
18 the Joint Demurrer do not concede—the quitclaim deed by its own terms contradicts CEPC's claim  
19 and shows that the City's conveyance of Area A was consistent with the open space and  
20 recreational requirements of the deed restrictions.

21 The Opposition inaccurately claims that the \$2 million paid by Lugliani establishes a  
22 justiciable controversy between CEPC and the City. (Opposition pg. 9 ln. 16- 19.) Taking the  
23 allegations as pled by CEPC, Lugliani made a gift of \$1.5 million to the District, not to the City.

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24  
25 <sup>3</sup> The Quitclaim Deeds that CEPC seeks to invalidate are public records that predate this  
26 lawsuit and which could have been attached as exhibits to the Petition or judicially noticed with  
27 the Opposition. For the convenience of the court and to illuminate the defects in the Petition, the  
28 Joint Demurrer parties request judicial notice of the Quitclaim Deeds. (See Joint Request for  
Judicial Notice, Ex. A [Quitclaim Deed Instrument Number 20121327414] and Ex. B [Grant Deed  
Instrument Number 20121327415].)

1 Lugliani paid the Association (not the City) \$500,000 for Area A. Consequently, CEPC's  
2 Opposition fails in its attempt to bolster the inadequate factual allegations in its Petition.

3 Because the Petition fails to set forth specific facts demonstrating an actual controversy  
4 underlying the judicial declarations sought, the demurrer should be sustained and CEPC's  
5 declaratory relief action against the City dismissed without leave to amend.

6 **C. The Petition Fails to Allege Facts Sufficient to Establish a Justiciable Controversy**  
7 **between CEPC and Lugliani**

8 The Opposition does not remedy the defect in CEPC's declaratory relief action against  
9 Lugliani. The Petition seeks no judicial declaration particular to Lugliani. Instead, the Petition  
10 seeks judicial declarations relative to the MOU—in particular CEPC seeks judicial declarations  
11 regarding the legality of conveyances of Area A to Lugliani. Although such judicial declarations,  
12 if made, would affect Lugliani, they do not establish a justiciable controversy between Lugliani  
13 and CEPC. At best this makes Lugliani a Real Party In Interest to the Declaratory Relief actions  
14 against other parties, but nothing in the Petition establishes an justiciable controversy between  
15 CEPC and Lugliani.

16 CEPC's Petition fails to plead sufficient facts to establish that CEPC has standing to assert  
17 private claims to enforce private deed restrictions against Lugliani. That CEPC brings portions of  
18 the lawsuit against the Association and public entities in the public interest is irrelevant to its  
19 standing to bring a declaratory relief action against private citizens. An unincorporated association  
20 of unidentified persons may have standing to assert private claims against private persons or  
21 entities when "considerations of necessity, convenience and justice provide justification for the use  
22 of the representative procedural device." (*Tenant's Ass'n of Park Santa Anita v. Southers* (1990)  
23 222 Cal.App.3d 1293, 1304.) However, such a right is not unlimited. The pleading must establish  
24 that the unincorporated association is "an ascertainable class" and there exists "a community of  
25 interest in the questions of law and fact." (*Id.*; see also *Twain Hart Homeowners Ass'n v.*  
26 *Patterson* (1987) 193 Cal.App.3d 184, 187 [Association may sue to enforce private easement  
27 because Association represented only its own members, a group easily identified, and possessing a  
28 community interest in the easement].)

1 CEPC's petition does not plead the requisite facts to establish that CEPC has standing to  
2 enforce private deed restrictions directly against Lugliani. CEPC merely describes itself as  
3 "residents living in and around the City." (Petition, pg. 2 ln 21-22.) The Petition identifies one  
4 CEPC member—John Harbison, who is a member of the Association and lives down the street  
5 from the Luglianis. The thrust of CEPC's request for judicial declarations against Lugliani arise  
6 out of John Harbison's membership in the Association and Mr. Harbison's beneficial interests in  
7 the deed restrictions and real property covenants among Association members. With regard to  
8 CEPC, however, the Petition shows on its face that CEPC is not signatory to the MOU, is not a  
9 member of the Association, and its members live "in and around the City." This description of  
10 CEPC is not sufficient. The Petition, fails to establish an ascertainable class or a community of  
11 interest with respect to private rights and controversies with a private citizens—namely the  
12 Luglianis and Thomas Lieb. The Petition fails to allege facts showing a legally-cognizable interest  
13 held in common by the unidentified members of CEPC in enforcing the private real property  
14 covenants or deed restrictions among Association members. Consequently, the Petition fails to  
15 allege fact sufficient to show a justiciable controversy between CEPC and Lugliani.

16 CEPC attempts to defend this defect by claiming in its Opposition that Lugliani has the  
17 most to lose in the litigation. (Opposition pg. 10 ln. 18-25.) The interests of Lugliani in the  
18 outcome of litigation do not establish a justiciable controversy between CEPC and Lugliani.  
19 Again, CEPC's argument describes the Luglianis as Real Parties In Interest, not defendants.

20 Because the Petition fails to set forth specific facts demonstrating that CEPC meets the  
21 requirements to represent private issues in an action for declaratory relief, the demurrers should be  
22 sustained and CEPC's declaratory relief action against the Luglianis and Thomas Lieb dismissed  
23 without leave to amend.  
24

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1           **D. The Exhibits Attached to CEPC’s Petition Establish that the Association has**  
2           **Discretion in Enforcing the Deed Restrictions and Disposing of Property**

3           The Joint Demurrer is not about whether the Association properly exercised its discretion.  
4           It is about whether CEPC’s Petition alleges sufficient facts to show that the Association has the  
5           affirmative duties CEPC claims it has and upon which CEPC seeks declaratory relief and a petition  
6           for writ of mandate. The Petition fails in this regard and the Opposition does not remedy this  
7           failure.

8           The exhibits attached to the Petition contradict CEPC’s allegation that the Association has  
9           an affirmative duty to exercise its reversionary rights or that the Association somehow violated the  
10          deed restrictions in entering the MOU and conveying Area A to Lugliani. CEPC cites portions of  
11          the documents that it claims impose a duty on the Association, but construed in the light most  
12          favorable to CEPC the exhibits do not establish the affirmative duties CEPC claims. The  
13          documents clearly give the Association discretion in exercising its powers. CEPC merely  
14          disagrees with how the Association exercised its discretion.

15          In its Opposition, CEPC cites language from its exhibits that CEPC did not cite in its  
16          Petition. Particularly, CEPC cites language that is the “duty of this body [the Association] to  
17          maintain parks ... and perpetuate the restrictions.” (Opposition, pg. 13 ln. 5-6.) But that language  
18          does not overrule or prohibit the Association from exercising its other express powers to “convey,  
19          sell, and otherwise encumber ... for public use and/or *otherwise dispose of* real property...” and  
20          the “right and power to ... dispose of parks, parkways, playgrounds, open space and recreation  
21          areas.” (Petition Ex. 1 pg. 28 & 29.) The power to dispose of park and open space clearly grants  
22          the Association the authority to sell Area A to Lugliani. The language cited by CEPC does not  
23          contradict this power.

24          The document grants the Association the power to interpret, modify, amend, cancel, annul,  
25          and/or enforce deed restrictions. (Petition Ex. 1 pg. 30.) The power to *interpret* clearly implies the  
26          exercise of discretion. The Association exercised its discretion to interpret the deed restrictions in  
27          the MOU as follows:  
28

1 As of the date of the transfer of Area A, the Homes Association represents and  
2 warrants to Property Owners that the condition of Area A does not violate any  
3 recorded covenant, condition or declaration enforceable by the Homes Association,  
4 which could allow the exercise of any reversionary interest to the Homes  
Association in Area A.  
(MOU, Art. III, sub. E.)

5 The Association again exercised its discretion to interpret the deed restrictions in the Grant  
6 Deed conveying Area A from the Association to the Via Panorama Trust, i.e., Lugliani. (See Joint  
7 Request for Judicial Notice, Ex. B. [Grant Deed Instrument Number 20121327 415].) In  
8 Paragraph 2 of that deed, the Association expressly sets forth what structures would be permitted  
9 in Area A and requires that any necessary City approvals be obtained; Paragraph 10 then  
10 memorializes the Associations interpretation of the deed restrictions stating:

11 It is intent of the parties that the structures permitted under Section 2 hereof are  
12 permitted under the conditions restrictions and reservations cited herein [the deed  
13 restrictions], subject to compliance with application and approval requirements of  
Section 2. (*Id.*)

14 CEPC may disagree with the Association’s interpretations, but CEPC has failed to allege  
15 facts showing that the Association had no right to issue such determinations. Furthermore, Section  
16 11 of Petition Exhibit 1 expressly grants the Association a right to interpret or enforce the deed  
17 restrictions and that the Association’s interpretation “shall be final and conclusive upon all  
18 interested parties.” (Petition Ex. 1 pg. 50.)

19 The result of this defect in CEPC’s Petition is that CEPC has not and cannot plead the  
20 specific facts necessary to establish a justiciable controversy supporting its request for a judicial  
21 declaration that the Association has an affirmative duty to exercise its reversionary right or take  
22 action against Lugliani to enforce deed restrictions that the Association has already ruled have not  
23 been violated. For this reason, demurrer should be sustained and CEPC’s declaratory relief claims  
24 against the Association should be dismissed.

25 Similarly, the Petition fails to establish an affirmative duty supporting CEPC’s petition for  
26 writ of mandate. The Demurrers to the petition for writ of mandate should also be sustained  
27 without leave to amend.  
28

1           **E. The Association is Not Estopped From Denying the Enforceability of Land Use**  
2           **Restrictions**

3           The Association's demurrer to CEPC's Petition is not inconsistent with the Association's  
4 position in the prior litigation between the Association and the District referenced in the Petition  
5 and in CEPC's Opposition. The Association brought a lawsuit to enforce deed restrictions on land  
6 it conveyed to the District. The District claimed the deed restrictions no longer applied, and the  
7 Superior Court agreed with the Association that deed restrictions do apply to the land the District  
8 received from the Association. In that case, the Association exercised its discretion to enforce the  
9 deed restrictions against the District. That exercise of discretion does not transform the  
10 discretionary powers of the Association into mandatory duties in every case.

11           The Association's demurrer to CEPC's Petition argues that the Association has discretion  
12 to dispose of land and interpret and enforce deed restrictions. That position is not inconsistent  
13 with any position taken by the Association in the prior lawsuit.

14           The Joint Demurrer distinguishes the applicability of the deed restrictions on a City from  
15 the applicability of deed restrictions on a school district. In particular, the Association argued that  
16 inherent police powers of cities and future legislative bodies with regard to zoning and  
17 enforcement decisions cannot be surrendered for all time pursuant to a contract such as a deed  
18 restriction. That position draws a distinction between cities and is not inconsistent with the  
19 Association's decision to enforce deed restrictions against the District.

20           **III. CONCLUSION**

21           For all the aforementioned reasons, the Joint Demurrer should be sustained and CEPC's  
22 First and Third Causes of Action dismissed without leave to amend.

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28           ///

1 DATED: October 18, 2013

2 Respectfully submitted,  
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9 J. LIEB, TRUSTEE, THE VIA PANORAMA TRUST

10 DATED: October 18, 2013

11 Respectfully submitted,  
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17 DATED: October 18, 2013

18 Respectfully submitted,  
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24 DATED: October 18, 2013

25 Respectfully submitted,  
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PALOS VERDES HOMES ASSOCIATION

## PROOF OF SERVICE

I am a resident in the State of California. I am over the age of 18 and not a party to the within action. My business address is 11611 San Vicente Blvd., Suite 900, Los Angeles, California 90049. On October 18, 2013, I served the within Documents:

**(1) DEFENDANTS AND REAL PARTIES IN INTEREST, ROBERT LUGLIANI AND DOLORES A. LUGLIANI, AS CO-TRUSTEES OF THE LUGLIANI TRUST; THOMAS J. LIEB, TRUSTEE, THE VIA PANORAMA TRUST, AND RESPONDENTS, PALOS VERDES HOMES ASSOCIATION'S JOINT REPLY TO OPPOSITION TO JOINT DEMURRER**

- By transmitting the document(s) listed above via facsimile from sending facsimile machine number 310.209.8801 to the fax number(s) set forth on the attached Service List on this date before 5:00 p.m. and receiving confirmed transmission reports indicating that the document(s) were successfully transmitted.
- By transmitting the document(s) listed above via email to the person(s) named on the attached Service List at the respective email addresses next to their names, on this date before 5:00 p.m. and receiving confirmed transmission reports indicating that the document(s) were successfully transmitted.
- By placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, California, addressed as set forth on the attached Service List, to each of the persons named on the attached Service List.
- By causing overnight delivery by Federal Express of the document(s) listed above, addressed as set forth on the attached Service List, to each of the person(s) named on the attached Service List.
- By causing personal delivery by messenger service of the document(s) listed above, addressed as set forth on the attached Service List, to each of the person(s) named on the attached Service List.
- By personally delivering the document(s) listed above to each of the person(s) named on the attached Service List, at their respective addresses set forth on the attached Service List.

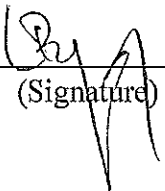
### SEE ATTACHED SERVICE LIST

I am readily familiar with this firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

- (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.
- (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on October 18, 2013 at Los Angeles, California.

\_\_\_\_\_  
Bogdana Koiso  
(Type or print name)

  
\_\_\_\_\_  
(Signature)



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## DOCUMENT(S) SENT

1. Defendants and Real Parties In Interest, Robert Lugliani And Dolores A. Lugliani, As Co-Trustees Of The Lugliani Trust; Thomas J. Lieb, Trustee, The Via Panorama Trust, And Respondents, Palos Verdes Homes Association's Joint Reply To Opposition To Demurrer
1. Defendants and Real Parties In Interest, Robert Lugliani And Dolores A. Lugliani, As Co-Trustees Of The Lugliani Trust; Thomas J. Lieb, Trustee, The Via Panorama Trust, And Respondents, Palos Verdes Homes Association's Joint Reply To Opposition To Demurrer
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