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Trustee, The Via Panorama Trust

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

CITIZENS FOR ENFORCEMENT OF
PARKLAND COVENANTS and JOHN A.
HARBISON,

Plaintiffs,

vs.

CITY OF PALOS VERDES ESTATES, a
municipal corporation; PALOS VERDES
HOMES ASSOCIATION, a California
corporation; ROBERT LUGLIANI and
DOLORES A. LUGLIANI, as co-trustees of
THE LUGLIANI TRUST; THOMAS J.
LUGLIANI, TRUSTEE, THE VIA
PANORAMA TRUST U/DO MAY 2, 2012 and
DOES 1 through 20,

Defendants.

Case No.: BS142768

*Assigned for all purposes to the
Hon. Barbara A. Meiers, Dept. 12*

**DECLARATION OF BRANT H. DVEIRIN IN
SUPPORT OF DEFENDANTS PALOS VERDES
HOMES ASSOCIATION; ROBERT LUGLIANI
AND DOLORES A. LUGLIANI, AS CO-TRUSTEES
OF THE LUGLIANI TRUST; AND THOMAS J.
LIEB, TRUSTEE, THE VIA PANORAMA TRUST
U/DO MAY 2, 2012'S OPPOSITION TO
PLAINTIFFS' MOTION FOR SUMMARY
JUDGMENT OR SUMMARY ADJUDICATION OR
BOTH**

Action Filed: May 13, 2013

Trial Date: None Set

Hearing Date: May 29, 2015

Hearing Time: 10:30 a.m.

Department: 12

1 I, Brant H. Dveirin, declare and state as follows:

2 1. I am an attorney and partner with the law firm of Lewis Brisbois Bisgaard & Smith
3 LLP, counsel of record for Defendant Palos Verdes Homes Association.

4 2. A true and correct copy of excerpts of the Deposition of John Harbison, taken on
5 April 28, 2015, is attached hereto as Exhibit A.

6 3. A true and correct copy of excerpts of Plaintiffs' Responses to Special
7 Interrogatories, Set One Propounded by Defendant Palos Verdes Homes Association is attached
8 hereto as Exhibit B.

9 I declare under penalty of perjury under the laws of the State of California that the foregoing
10 is true and correct.

11 Executed on May 14, 2015, at Los Angeles, California.

12 
13 _____
14 Brant H. Dveirin, Declarant
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Certified Copy

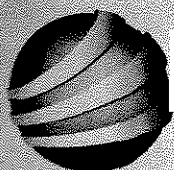
In the Matter Of:

CITIZENS vs. CITY OF PALOS VERDES

BS142768

JOHN HARBISON

April 28, 2015



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1 SUPERIOR COURT OF THE STATE OF CALIFORNIA

2 COUNTY OF LOS ANGELES, CENTRAL DISTRICT

3 STANLEY MOSK COURTHOUSE

4
5 CITIZENS FOR ENFORCEMENT OF
6 PARKLAND COVENANTS, an
7 unincorporated association;
8 JOHN HARBISON, an individual,
9 Plaintiffs and Petitioners

10 vs.

No. BS142768

11 CITY OF PALOS VERDES ESTATES, a
12 municipal corporation; PALOS VERDES
13 HOMES ASSOCIATION, a California
14 corporation; PALOS VERDES PENINSULA
15 UNIFIED SCHOOL DISTRICT, a political
16 subdivision of the State of
17 California,

Defendants and Respondents

18 ~~~~~
19 ROBERT LUGLIANI and DOLORES A.
20 LUGLIANI, as co-trustees of the
21 LUGLIANI TRUST; THOMAS J. LIEB,
22 TRUSTEE, THE VIA PANORAMA TRUST,
23 Defendants and Real
24 Parties in interest.
25 ~~~~~

DEPOSITION OF

JOHN HARBISON

Tuesday, April 28, 2015

10:06 A.M. - 3:44 P.M.

1230 Rosecrans Avenue, Suite 110
Manhattan Beach, California

Nancy L. Collier, CSR No. 5819

APPEARANCES OF COUNSEL

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1990 S. Bundy Drive, Suite 540
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877.342.5600

INDEX OF EXAMINATION

WITNESS: JOHN HARBISON

EXAMINATION

PAGE

BY MR. DVEIRIN

6

INFORMATION REQUESTED

(NONE)

WITNESS INSTRUCTION NOT TO ANSWER

(NONE)

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DEPOSITION OF JOHN HARBISON

Tuesday, April 28, 2015

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VIDEOGRAPHER: This is Tape No. 1 to the videotaped deposition of John Harbison in the matter of Citizens for Enforcement of Parkland Covenants, et al. vs. City of Palos Verdes, et al., being heard before the Superior Court of California, County of Los Angeles, Central District, Stanley Mosk Courthouse, Case No. BS142768. This deposition is being held at 1230 Rosecrans Avenue in Manhattan Beach, California. Today's date is April 28th, 2015, and the time on the record is 10:06 A.M. My name is Todd Bullcok. I'm a videographer. The court reporter is Nancy Collier.

Counsel, you will please introduce yourselves and affiliations and the witness will be sworn.

MR. DVEIRIN: Lewis, Brisbois, Bisgaard & Smith, Brant Dveirin, on behalf of Palos Verdes Homes Association.

MR. PREZIOSI: Tarquin Preziosost, Jenkins & Hogin, on behalf of the City of Palos

1 Verdes Estates.

2 MR. MAMALAKIS: Damon Mamalakis,
3 Armbruter, Goldsmith & Delvac, on behalf of the
4 Luglianis, Tom Lieb and the Via Panorama Trust.

5 MR. LEWIS: Jeffrey Lewis for the
6 plaintiffs.

7 VIDEOGRAPHER: Thank you. Would the
8 court reporter please swear in the witness.

9
10 JOHN HARBISON,
11 having been first duly sworn, testifies as follows:

12
13 EXAMINATION

14 BY MR. DVEIRIN:

15 Q Good morning, Mr. Harbison.

16 A Good morning.

17 Q Thank you for being here.

18 Do you understand that even though this
19 deposition is taking place in a conference room,
20 you've been placed under oath and you have to tell
21 the truth just as if you were in a court of law?

22 A Yes.

23 Q It's important in a deposition that you
24 answer each question audibly. I'm not going to --
25 I'll understand if you shake your head. The court

1 of these booklets are similar to one another with
2 the exception of each of the booklets recites
3 specific setbacks for individual properties within
4 that area. My understanding is there are about 13
5 of these booklets that cover the city, and the one
6 that I'm most familiar with is the one that
7 relates to our property because we received that
8 when we became homeowners, and my understanding is
9 that the specific language other than the parts
10 that refer to specifically what the setbacks are
11 for each individual property are similar across
12 each of those.

13 Q So it's your testimony that even though
14 that number is not listed in paragraph 12, there's
15 similar restrictions that apply to Tract 26341?

16 A That's my understanding.

17 Q Let's go to page 3. In paragraph 16,
18 similar to what you just testified to, "In the
19 late 1930's, the Association faced an overwhelming
20 tax debt and the threat of foreclosure of its
21 parklands." Do you see that?

22 A Yes.

23 Q Now look at paragraph 23. You say, "The
24 Association is no longer a body that takes, holds,
25 maintains and regulates public parks and has not

1 done so since 1940."

2 A Yes.

3 Q So it's your testimony that the
4 Association is not a body that holds and maintains
5 and regulates parks; correct?

6 A It's not a body that takes, holds,
7 maintains and regulates parks. That's different
8 from the statement it's not a body that could
9 take, hold and maintain and regulate parks.

10 Q Why do you believe it could?

11 A Because -- again, I'm not a lawyer, but
12 my understanding of reading through the original
13 mission and how it was set aside, and the fact
14 that for 17 years or so of its existence in the
15 beginning, it did take, hold and maintain for
16 parks, that it was doing that legally at that
17 time, and it could do that, could have continued
18 to do that, if it so choosed.

19 Q So your testimony is at one time the
20 Association was a body that maintained parks, so
21 it could do that again, but it no longer is doing
22 that?

23 A That's what I'm trying to explain, yes.
24 I'm not aware of anything that would -- for
25 instance, any legal decisions or changes in the

1 law that would prevent it from continuing to do
2 that if they chose to do that.

3 There's a consequence that if they did
4 it, they would be paying taxes on any property
5 that they held, and I think it's unlikely they
6 would want to do that for that reason.

7 Q If you look at pages 20 -- I mean,
8 paragraphs 25 and 26, they refer to the 1940's
9 deed. Do you see that?

10 A Uh-huh.

11 Q And you say in 25 that "The properties
12 conveyed by the Association to the City on
13 June 14th, 1940 included Lot A of Tract 7540";
14 correct?

15 A Yes.

16 Q And 26 says the same with respect to
17 Tract 8652?

18 A Yes.

19 Q What about Tract 26341, is that subject
20 to a 1940 deed?

21 A I have not seen the deed for that part.

22 Q Now if you look at paragraph 28 you say,
23 "The June 4, 1940 deeds state that the transferred
24 property is to be used and administered forever
25 for park and/or recreation purposes." Do you see

1 thereof." Do you see that?

2 A Yes.

3 Q I think you would agree that that's kind
4 of what you've been saying before, that the
5 Association has a lot that it can do, but it has
6 to do it within the law?

7 A Right.

8 Q Do you see on page 34 of 39 there's a
9 whole procedure for filing a recall petition, do
10 you see that?

11 A Yeah.

12 Q Have you ever done that?

13 A No.

14 Q Is there a reason why or why not?

15 MR. LEWIS: Objection, the question is
16 compound and argumentative and vague. Go ahead.

17 THE WITNESS: I don't see the purpose of
18 that.

19 BY MR. DVEIRIN:

20 Q What do you mean?

21 A Well, even if -- I mean, there is a
22 process, as stated here, there's a process here to
23 elect them. As I said before, the process to
24 elect is a flawed process. I don't -- I haven't
25 read the specifics of whether this might be less

1 flawed or have a way to deal with that, but...

2 Q As we've been talking over the last
3 couple hours, we've been talking about your rights
4 and your remedies.

5 A Right.

6 Q Isn't it entirely possible that one of
7 your remedies is different than this lawsuit,
8 maybe this recall petition?

9 MR. LEWIS: Objection, calls for a legal
10 conclusion. Go ahead.

11 THE WITNESS: To the extent that there
12 were a recall and there were different people put
13 in there and -- I don't know to what extent they
14 can reverse what was previously done. I don't
15 know whether that would have been a remedy even if
16 all those things would have occurred.

17 My own belief is that the approach that
18 we took was the simplest way to get to the right
19 answer which was when I read the language in these
20 deeds, it looked very straightforward, and I
21 presented all those, I wrote letters to the
22 Association, and I always ended it "You ought to
23 just do the right thing." When we weren't getting
24 a response to do any of that and the only -- and
25 we were running out of time, there was concern

1 these things are still prevalent, you know, still
2 active.

3 Q Right.

4 A And then further the District lawsuit
5 said that they are still active. So it's that
6 aspect that I think is consistent with what I said
7 before.

8 Now the fact that the 2012 transfer
9 wasn't consistent with the 1940 is a different
10 point, but it's saying the land use restrictions
11 in those things are all repetitively repeated when
12 they always say the condition -- it's this long
13 phrase that they put in.

14 Q Right, because each of those subsequent
15 documents --

16 A Refer back to the original.

17 Q -- incorporates the original Declarations
18 of Restrictions; correct?

19 A That's what this point is, yes.

20 Q Let's go to the next exhibit which will
21 be --

22 MR. LEWIS: 6.

23 MR. DVEIRIN: 6. This will be Exhibit 6.

24 (Deposition Exhibit 6 was marked for
25 identification by the court reporter.)

1 BY MR. DVEIRIN:

2 Q Do you recall seeing this document
3 before, Exhibit 6?

4 A Yes.

5 Q Now these are your responses to
6 interrogatories that were propounded by the Homes
7 Association; correct?

8 A Yes.

9 Q Let's turn to page 5 of Exhibit 6. Do
10 you see Special Interrogatory No. 4?

11 A Yes.

12 Q It states, "Does every member of CEPC
13 live within the boundaries of Defendant City of
14 Palos Verdes Estates"; correct?

15 A Yes.

16 Q And then you state at the bottom of
17 page 5 that, "No. Approximately ten members
18 reside outside the city limits of Palos Verdes
19 Estates and are not members of the Association";
20 correct?

21 A That's correct.

22 Q So everybody else except for those ten
23 members are members of the Association?

24 A No. The other ones all reside within
25 Palos Verdes Estates. I don't have the

1 information that would say whether they're renters
2 or owners, and we've asked -- we've said obviously
3 the Homes Association has that information, and
4 they can correlate it, and if they'd like us to
5 correlate it, we said if you -- if the Homes
6 Association gave us the list of its members we
7 would correlate that. But it's reasonable to
8 assume that if there's 70 people on the list,
9 they're not 70 renters because there probably
10 aren't 70 renters in Palos Verdes Estates.

11 Q Your response here says, "Plaintiffs are
12 informed and believe that a total of 74 members of
13 CEPC reside in the city limits of Palos Verdes
14 Estates, and of that number, plaintiffs believe
15 them all to be Association members"?

16 A Yes. I don't know -- it's certainly
17 possible that several of them might be renters,
18 but that's the address that they gave us, and so
19 we have reasonable assumption they live at that
20 address.

21 Q All right. So you're --

22 A We didn't ask them the other question
23 and...

24 Q But you can say for certain that ten
25 members of CEPC are not members of the

1 Association?

2 A Right, because we clarified in the thing
3 that we submitted with the addresses who is
4 outside of the area.

5 Q As you sit here today, do you know who
6 those ten members are, do you remember any of
7 their names?

8 A I don't --

9 MR. LEWIS: Hang on a second, hang on a
10 second. I'm going to object. Certain of these
11 members have a constitutional right of privacy and
12 right of association. To the extent that any
13 member has communicated to you that they do not
14 wish to be identified and want their privacy
15 rights respected, you are not to name those names.

16 On the other hand, attached to this
17 interrogatory response is a list that we've
18 provided, and if you need to refresh your memory
19 by looking at that list, you may.

20 BY MR. DVEIRIN:

21 Q No, I mean, that's fine. You can look at
22 the list. It's at the back. I'm just saying
23 which of these -- do you know which of these
24 ten --

25 A Well, isn't there a column there that

1 says PV, non-PV?

2 Q Well, I'm going to get to that, but what
3 I'm saying is are all of these numbers that are 1,
4 1, 1, "Non PVE," does that mean they're not
5 members of the Palos Verdes Homes Association?

6 A Yes, and in the first column, they would
7 not be members if they happened to be renters and
8 not owners.

9 Q All right.

10 A A reasonable guesstimate of that is there
11 would be less than you can count on your hand
12 there ...

13 Q Right.

14 A -- because most people do own their
15 house.

16 Q So all of these 74 members of CEPC,
17 you're not certain, but you believe are members of
18 the Association?

19 A Yes. The thing I'm certain of is that's
20 the address that they've given us.

21 Q Uh-huh.

22 A And that's very easy to verify because
23 the Association has the list of its members, and
24 you can go down there and you can tell me who the
25 members are. I don't need to...

1 VIDEOGRAPHER: This is the beginning of
2 Tape No. 5. We're back on video record at
3 3:37 P.M.

4 BY MR. DVEIRIN:

5 Q Go back to Exhibit 6, Mr. Harbison, which
6 is your responses to interrogatories. Let me know
7 when you have that in front of you.

8 A Exhibit 6 of?

9 MR. LEWIS: It's a loose document that
10 looks like this. It's under that stack there.

11 THE WITNESS: Okay.

12 MR. LEWIS: Yeah, that's it.

13 THE WITNESS: All right.

14 BY MR. DVEIRIN:

15 Q See page 38 of that document? That's
16 your signature, correct, that's a verification?

17 A Yes.

18 Q And you reviewed all these responses
19 before you signed that verification?

20 A Yes.

21 Q Now you testified earlier, going back to
22 Exhibit 8, the Memorandum of Understanding, as to
23 why you didn't think that -- or why you disagreed
24 with the statement that this was like a fair deal,
25 do you recall that? Or the size and value of the

1 lots were not equivalent, do you recall that
2 testimony?

3 A Yes.

4 Q Do you accept as one of the reasons that
5 the Association could enter into a deal such as
6 this Memorandum of Understanding is based on
7 financial conditions, do you accept that as a
8 reason?

9 A Based on financial conditions? Clarify
10 that, please.

11 Q No, I'm saying if the Association enters
12 into an agreement following litigation where it
13 gets paid a certain amount of money that it
14 incurred to litigate that School District
15 litigation, the financial condition of the
16 Association, do you agree that that's a
17 consideration that the Association can take into
18 account in doing this Memorandum of Understanding?

19 MR. LEWIS: Go ahead.

20 THE WITNESS: Yes. I would hope that
21 the --

22 BY MR. DVEIRIN:

23 Q Did the Association have a --

24 A -- Association would consider financial
25 considerations as well as ethical and moral and

1 legal and all those things in making a decision.

2 Q All right. Thank you.

3 All right. I don't have any further
4 questions.

5 MR. LEWIS: Gentlemen?

6 MR. PREZIOSI: I have no questions.

7 MR. MAMALAKIS: Same here, no questions.

8 MR. LEWIS: All right. Brant, we
9 discussed earlier that this was going to be a
10 two-for-one deposition in terms of the PMK and the
11 individual.

12 MR. DVEIRIN: Yes.

13 MR. LEWIS: So are we concluding today?

14 MR. DVEIRIN: Yes.

15 MR. LEWIS: Okay. You want to enter into
16 a stipulation?

17 MR. DVEIRIN: Yes. We need to -- Nancy
18 needs to tell us how long it will take to get an
19 expedited transcript.

20 MR. MAMALAKIS: Why don't we go off the
21 record.

22 MR. DVEIRIN: Yeah, let's go off the
23 record.

24 VIDEOGRAPHER: We're off the record at
25 3:40 P.M.

1 (Discussion held off the record.)

2 VIDEOGRAPHER: We are back on the record
3 at 3:43 P.M.

4 MR. LEWIS: I propose we relieve of the
5 court reporter of her obligation to maintain
6 custody of the transcript; that instead the
7 transcript be sent to my office hopefully by
8 May 6th. We've agreed that I will have five days
9 from my actual receipt of the transcript to get my
10 client to review, sign the transcript and inform
11 all counsel of any changes that have been made and
12 the fact that it's been signed.

13 If for some reason the original signed
14 copies is lost, cannot be located, an unsigned
15 certified copy can be used in its place. I'll
16 agree to maintain custody of the original
17 transcript and produce it for any hearing or trial
18 in this matter upon reasonable notice.

19 MR. DVEIRIN: We're agreeing that he just
20 needs to -- you just need to notify us in a letter
21 of any changes.

22 MR. LEWIS: Right.

23 MR. DVEIRIN: Okay. I agree with that.

24 MR. MAMALAKIS: So agreed.

25 MR. PREZIOSI: Agreed.

1 MR. LEWIS: Okay. Thank you.

2 VIDEOGRAPHER: This concludes Tape 5 and
3 the end of today's videotaped deposition. We're
4 going off video record April the 28th, 2015 at
5 3:44 P.M.

6 THE REPORTER: Do you need a copy?

7 MR. PREZIOSI: Electronic copy only.

8 MR. MAMALAKIS: Yes, hard copy.

9 MR. DVEIRIN: I just need the rough by
10 tomorrow.

11 (Whereupon the proceedings
12 were concluded at 3:44 P.M.)

13 ///

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REPORTER'S CERTIFICATION

I, the undersigned, a Certified Shorthand
Reporter of the State of California, do hereby
certify:

That the foregoing proceedings were taken
before me at the time and place herein set forth;
that any witnesses in the foregoing proceedings,
prior to testifying, were placed under oath; that
a verbatim record of the proceedings was made by
me using machine shorthand which was thereafter
transcribed under my direction; further, that the
foregoing is an accurate transcription thereof.

I further certify that I am neither
financially interested in the action nor a
relative or employee of any attorney of any of the
parties.

IN WITNESS WHEREOF, I have this date
subscribed my name.

Dated: _____

Nancy L. Collier

NANCY L. COLLIER
CSR No. 5819

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Our Assignment No. 325103
Case Caption: CITIZENS FOR ENFORCEMENT OF
PARKLAND COVENANTS
vs. CITY OF PALOS VERDES ESTATES, et al.

DECLARATION UNDER PENALTY OF PERJURY

I declare under penalty of perjury that I
have read the entire transcript of my Deposition
taken in the captioned matter or the same has been
read to me, and the same is true and accurate,
save and except for changes and/or corrections, if
any, as indicated by me on the DEPOSITION ERRATA
SHEET hereof, with the understanding that I offer
these changes as if still under oath.

Signed on the _____ day of _____,
20____.

JOHN HARBISON

Our Assignment No. 325103

Case Caption: CITIZENS FOR ENFORCEMENT OF

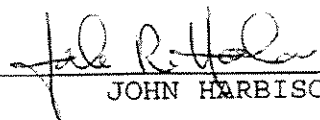
PARKLAND COVENANTS

vs. CITY OF PALOS VERDES ESTATES, et al.

DECLARATION UNDER PENALTY OF PERJURY

I declare under penalty of perjury that I have read the entire transcript of my Deposition taken in the captioned matter or the same has been read to me, and the same is true and accurate, save and except for changes and/or corrections, if any, as indicated by me on the DEPOSITION ERRATA SHEET hereof, with the understanding that I offer these changes as if still under oath.

Signed on the 9th day of MAY,
20 15.


JOHN HARBISON

ERRATA SHEET
DEPOSITION OF JOHN HARBISON
CEPC V. CITY OF PALOS VERDES ESTATES, ET AL.

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PAGE	Line	Correction
11	6	Delete "Yes" Duplicative
12	2	Change "Uh-huh" to "Yes"
12	17	Delete "I'm trying"
13	3	Delete "Well, It's - - our house is - -"
15	3	Delete "I was"
15	10	Delete "I worked"
16	16	Change "Uh-huh" to "Yes"
16	19-20	Delete "- - would be"
19	12	Delete "that, you know, we have - -"
19	12	Insert "members" between "all" and "have"
20	7	Replace "It's when I - - Yeah" with "in"
22	1	Change "through" to "to"
22	2	Insert "and" before "did"
22	12-13	Replace lines 12 and 13 with "Yes"
23	20	Change "transfer" to "transferred"
23	20	Delete "of"
26	17	Insert parenthesis before "that"
26	19	Insert parenthesis after "that"
26	22	Delete "s" at end of "conclusions"
27	17	Replace "planning commission" with "City council meeting"
28	17-18	Delete "but I basically"
28	19	Replace "is that" with "?"
29	4	Delete "of the thing"
29	18	Change "Uh-huh" to "Yes"
30	7	Delete "the - -"
30	11	Replace "in there" with "the Deed"
31	6	Replace "of" with "that"
31	21	Change "Uh-huh" to "Yes"
32	11	Delete "- -"
33	5	Replace "there's" with "there are"
33	11	Replace "there's" with "there are"
33	12	Replace "put on" with "built"
33	15	Replace "a" with "paved with"
33	15	Replace "stone" with "stones,"
33	15	Delete "and"
33	16	Replace "and" with "with"
33	18	Replace "mountain side" with "hillside"
34	8	Change "Uh-huh" to "Yes"
34	13	Insert "because" between "is" and "there's"
34	14	Replace "they" with "the Lugianis paid someone to"
34	17	Replace "have" with "needed"
34	17	Add period to end of "wall"
34	17	Delete "and" and capitalize "so"
34	19	Add period to end of "that"
34	19	Delete "- -" and capitalize "per"
34	21	Delete "- - if they"
34	21	Replace "put it back" with "restore the hillside,"
34	22	Replace "on" with "against"
34	23	Insert "buried" in between "wall" and "in"
35	3-4	Delete "the public - -"

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1	35	6	Replace "It" with "The code"
	35	9	Insert "have" after "could"
2	35	10	Replace first "grant" with "granted"
	35	10	Replace second "grant" with "granted"
3	35	16	Add "- such as at the entrances of trails through parkland."
	36	10	Delete "The - -" and capitalize "any"
4	36	13	Insert "have" between "to" and "been"
	36	13	Change "be" to "been"
5	36	13	Add period after done
	36	13	Delete "and" and capitalize "there"
6	36	14	Replace "they" with "residents"
	37	18	Delete "in Palos - -"
7	38	24	Delete "to the effect"
	38	25	Replace "for - - that its" with "whose"
8	39	1	Replace ", " with " - -"
	39	8	Delete "is...is - -"
9	39	21	Delete "of it"
	39	22	Insert "that" between "was" and "in"
10	39	22	Delete "that it was"
	40	1-2	Replace "the late forties" with "1940"
11	40	5	Delete "taxes"
	40	5	Replace "those" with "that parkland"
12	40	9	Insert "that" between "Association" and "would"
	40	10	Replace "thirties," with "1930's"
13	40	11	Delete comma after "Depression"
	40	13	Delete "a"
14	40	13	Replace "there was" with "a"
	40	14	Insert "paying" between "on" and "taxes"
15	40	15-16	Delete "on that"
	40	16	Replace "they" with "the community"
16	40	16	Replace "things" with "parkland."
	40	16	Delete "so they formed - -"
17	40	17	Capitalize "the"
	40	21	Add period to end of taxes
18	40	21-22	Delete "and because they were exempt from the property taxes, that would - -"
19	40	22	Capitalize "they"
	40	24-25	Replace "of why those - -" with "for"
20	40	25	Replace "second" with "1940"
	40	25	Delete "occurred"
21	41	1	Replace "of" with "to"
	41	2	Replace "was" with "being an"
22	41	2-3	Replace "those things" with "Parkland"
	42	7	Add period to end of "situation" and capitalize "so"
23	43	9	Delete "I attended - -"
	44	9	Insert parenthesis before "other"
24	44	11	Insert parentheses after "property"
	45	18	Replace "choosed" with "chose"
25	46	5	Insert "therefore" between "and" and "I"
	46	10	Change "Uh-huh" to "Yes"
26	47	15-16	Delete "it includes - -"
	47	16	Insert "it could" between "hiking," and "include"
27	47	18	Insert period after "it"
28			

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1	47	19	Delete "you know, anything that was - -"
	47	19	Capitalize "recreation"
2	47	21	Insert comma after "laws"
	47	21	Insert "and" after "obviously,"
3	47	24	Replace "The body that - - yeah" with "Yes"
	47	24	Insert "in this instance" after "City"
4	48	2	Replace "Yeah" with "Yes"
	48	9	Delete "The end of the statement includes - -"
5	48	10	Capitalize "there's"
	49	10	Change "Uh-huh" to "Yes"
6	50	18	Delete "this is - -"
	52	1	Replace "- -" with "800"
7	52	2	Replace "acreage" with "acres"
	52	12	Change "deed's to "deed"
8	52	15	Replace "and" with "in"
	54	4	Delete "what - -"
9	55	22	Replace "the" with "Much"
	56	1	Replace "and" with "yet"
10	56	5	Replace "and so they were then - -" with a period
	56	5	Capitalize "there"
11	56	13	Replace "that - -" with "so forth"
	56	13	Capitalize the second "the"
12	57	16-17	Delete "They were trying to get - - yes, that's what they were - - the restriction - -"
13	57	17	Capitalize the send "the"
14	58	8	Insert "that" between "And" and "any"
	58	8	Replace "- -" with "one including"
15	58	12	Insert "even" between "or" and "a"
	58	12	Insert period after "foundation" and capitalize "in"
16	58	19	Insert "difference" between "that" and "was"
	58	19-20	Delete "in specifically"
17	59	4	Replace "which it" with "who"
	59	5	Replace "the" with "their"
18	59	13	Delete "None of those"
	59	14	Delete entire line
19	60	3	Replace "hypo" with "hypothetical"
	60	4-5	Replace "- - I still believe that that's" with "is"
20	60	11	Replace "There's" with "There are"
	60	11	Insert "that" between "decisions" and "the"
21	60	12	Replace "There's" with "There are"
	60	14	Delete "there - - when the Homes Association - -"
22	60	14-15	Delete "the whole"
23	60	16	Replace entire line with "the 1923 green book stipulated that subsequent governments could not change"
	60	17	Delete "there, there were - -"
24	60	17	Insert "such that" between "nor" and "a"
25	60	20	Delete "my statements"
	60	22	Insert "U.S." between "the" and "constitution"
26	60	22	Replace ", and so" with "- - stating"
	61	3	Replace "you - -" with "we the people can change it - - a"
27	61	7	Replace "that are not" with "is above"
	61	8	Replace "the" with "there"
28	61	9	Replace "they need" with "everyone needs"

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1	61	16	Replace "percentage" with "percentages"
	61	17	Insert "can vote to change the restrictions"
2	61	19	Replace "that" with "those restrictions"
	62	1	Replace "elect" with "choose"
3	62	2	Insert "and" before "say"
	62	4-5	Delete "Congress making a decision - - or similar"
4	62	12	Delete "would be - "
	62	16	Replace "You're - - in" with "In"
5	62	18	Change "Uh-huh" to "Yes"
	64	19	Delete " "
6	64	19-20	Delete "is consistent with that"
	66	25	Insert "a" after "there's"
7	68	5	Insert "documentation of" between "in" and "the"
	68	5	Insert "2012" after "May"
8	68	6-7	Delete "of that"
	70	2	Replace "wall" with "fence"
9	70	24	Delete "There's - -" and capitalize "you"
	72	12	Replace "30" with "40"
10	74	12	Delete "No, that was not - -" and capitalize "that's"
	77	9	Change "Uh-huh" to "OK"
11	77	12	Change "Uh-huh" to "Yes"
	77	14	Change "Uh-huh" to "Yes"
12	78	8	Replace "733" with "7333"
	78	9	Replace "733" with "7333"
13	80	11	Delete "- - the gate is"
	80	12	Delete "public -"
14	80	15	Delete "I think it probably goes without - -"
	80	21	Replace "- -" with "\$1.5 million"
15	82	18	Replace "733" with "7333"
	82	20	Replace "733" with "7333"
16	82	24	Replace first "733" with "7333"
	82	24	Replace second "733" with "7333"
17	82	25	Replace "733" with "7333"
	84	3	Replace "733" with "7333"
18	85	23-24	Delete "Palos Verdes - - or on"
	85	25	Replace "their" with "the 900 Via Panorama Parkland"
19	86	2	Insert "on the north side" after "sliver"
	86	4	Insert "on the east side" after "26341"
20	86	11	Delete "you know"
	88	19	Delete period after "that"
21	88	19	Delete "the property - - because"
	88	20	Delete "and they would do that"
22	88	22-23	Delete "they were faced with a situation that the City"
	88	24	Insert "that" after "point"
23	88	24	Replace "sell" with "selling"
	88	25	Replace "they" with "Homes Association"
24	89	18-19	Delete both lines entirely
	89	24	Delete "The deed... the deed - -" and capitalize "no"
25	91	6	Replace "Yeah" with "Yes"
	91	9	Insert "1923" between "this" and "document"
26	91	11	Insert "where the City sold parkland to private parties." After "situation"
27	92	1	Replace "word" with "phrase"
28			

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1	92	2	Delete entire line
	92	3	Delete "is not in the restrictions here, and"
2	92	5	Delete "those things are"
	92	6	Replace "to" with "with"
3	92	8	Replace "whole" with "it clearer"
	92	18	Replace "I - - when we" with "When I"
4	93	17	Insert "1923" before "document"
	93	18	Delete "kind of"
5	93	21	Delete "you know"
	94	2	Replace "ask" with "asked"
6	94	2-3	Delete "how did they - -"
	94	8	Replace "where - - a thing" with "in a magazine"
7	94	9	Replace "was" with "were"
	94	10	Insert "they were" before "very"
8	94	12-13	Replace "the thing" with "open space"
	94	23	Delete "I..."
9	94	24	Delete "I appreciate - -"
	94	5	Replace "enforced" with "enforceable"
10	95	6	Replace arguing" with "argue"
	95	6	Replace "can't...they" with "can be ignored "
11	95	7	Replace "can't" with "This"
	96	9	Insert "should" after "They"
12	96	14	Insert "But the board members did not change over that period of the reversal. They are the same since 2010." After "true."
13	97	11	Replace "was" with "were"
14	98	3	Delete "That's why - -" and capitalize "yes"
	98	4	Delete ", you know,"
15	99	6	Replace "733" with "7333"
	101	22-23	Delete "at the time, and gain, it's not a legal, but my interpretation"
16	101	23	Insert "is" after "this"
	101	24	Replace comma after "1940" with a period and capitalize "they"
17	102	15	Replace "choose" with "chose"
	103	8-9	Delete "I think they - - there are sequences"
18	103	17-18	Delete "you know"
	104	4	Change "Uh-huh" to "Yes"
19	104	6	Change "Uh-huh" to "Yes"
	104	8	Change "Uh-huh" to "Yes"
20	104	13	Delete "I..."
	104	3	Delete "- -"
21	104	19	Insert "1923" after "this"
	104	20	Insert "covered" after "paragraph"
22	104	20-21	Delete "that's what I interpret is"
	104	22	Insert "1923" after "this"
23	104	25	Delete "The deed is - -" and capitalize "my"
24	105	6	Replace "Yeah" with "Yes"
	106	17	Insert "1923" before "document"
25	106	17	Delete "The interpretation of now they"
	106	18	Delete entire line
26	106	19	Delete "going to go outside of their thing, so" and capitalize "they"
	106	22	Delete "I don't think - -"
27	107	6-7	Delete "we become the final, you know"
	107	10	Replace "did" with "does"
28	107	15	Delete "That's my - -" and capitalize "that's"

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1	108	7	Delete "I this were - -"
	109	8	Replace "you know," with "and"
2	109	10	Replace "there's" with "there"
	109	10	Insert "are" after "certainly"
3	109	12	Delete "and these things"
	110	20	Change "Uh-huh" to "Yes"
4	110	24	Change "Uh-huh" to "Yes"
	112	7	Insert "we mind" between "yes" and "because"
5	112	8	Delete "they really - -if"
	113	2	Insert "in" after "and"
6	113	9	Replace "them" with "the Homes Association"
	113	10	Replace "he said" with " " "
7	113	13	Insert "?" after "sale"
	113	13	Delete "so - - and he asked that question"
8	113	15	Insert " " " and capitalize "if" after "He said"
	113	17	Insert " " " after "resignation"
9	113	19	Delete "to - - and it's not - -"
	114	1	Insert "their minds" after "changed"
10	115	2	Replace the second "to" with "the"
	115	4	Insert "of thought" after "chain"
11	115	16	Change "Uh-huh" to "Yes"
	115	21	Delete "you know"
12	115	22-23	Delete "reverse some - - you know"
	116	5	Insert "legitimate" before "settlement"
13	116	5	Delete "you know"
	116	15	Change "Uh-huh" to "Yes"
14	118	12	Insert "annual meeting" after "Association"
	118	18	Insert "?" after "that and capitalize "and"
15	118	19	Delete "you can - -"
	118	22-23	Delete "one of the members there said - -"
16	118	24	Replace "well" with " " "
	118	25	Replace "that" with "election"
17	119	1	Insert " " " after "name."
	119	5	Delete "It is - -" and capitalize "there"
18	121	10	Delete "you know"
	122	12	Insert parenthesis before "if" and after "prevail"
19	122	13	Replace "had" with "has"
	122	14	Replace "things" with "restrictions"
20	122	20	Delete "you know"
	122	25	Delete "is"
21	123	16	Delete "there was a property - -"
	123	19	Replace "part" with "property"
22	123	19	Replace "- -" with "Campo"
	123	21	Replace "department" with "station"
23	123	23	Replace "thing" with "building"
	123	25	Insert "commercial" after "this"
24	124	1	Replace "thing" with "lot"
	125	8	Replace "officer" with "office"
25	125	8	Insert " " " before "it's"
	125	9	Insert " " " after "again"
26	125	15	Replace first "Board" with "the"
	126	1-2	Delete "allows - - you know"
27	126	2	Delete "allow or"
28			

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1	126	10	Insert "school" after "Valmonte"
	126	11	Insert "school" after "Bay"
2	126	12	Delete "You know, then you can't - -" and capitalize "when"
	126	17	Delete "Once that - -" and capitalize "if"
3	127	25	Delete "you know"
	128	7	Replace "there's" with "there are"
4	128	18	Delete "- you know, my own opinion was that if it"
	128	22	Delete "a very close - -"
5	129	7	Replace "Uh-huh, yes." With "Yes."
	130	24	Delete It's a - -" and capitalize "it"
6	130	25	Replace "we" with "they"
	132	7	Insert "(the Homes Association)" after "entity"
7	132	7	Replace "did with "sold"
	132	7	Insert "again" between "it" and "to"
8	132	8	Replace "they're" with "the City believes it's"
	132	9	Insert "in 1940" after "wrote this"
9	132	10	Replace "they" with "the Homes Association"
	132	13	Replace "that" with "the deed"
10	132	14	Delete "by this - -" and capitalize "this"
	132	16	Replace "here" with "the 1923 document"
11	133	9	Insert "annual" after "2015"
	133	9	Insert "of the Homes Association" after "meeting"
12	133	10	Insert " " " after "around"
	133	12	Insert " " " after "incorporation."
13	133	12	Replace "Len" to "Lin"
	133	14	Delete "they went through - -"
14	137	21	Delete entire line
	137	22	Delete "process, as stated here,"
15	137	24	Delete "I don't - -"
	138	13	Delete "and - -"
16	138	24	Delete "the only - - and"
	139	8	Delete "the nature of these elections are - - and"
17	139	13	Delete "you know, to"
	139	15	Insert " " " after "because"
18	139	16	Insert " " " after "ballot"
	139	19	Delete "you know"
19	140	3-4	Delete "and the Homes Association"
	140	7	Insert "only" after "were"
20	140	13	Delete "their - -"
	140	17	Insert " " " before "you"
21	140	18	Insert " " " after "here."
	143	6	Delete entire line
22	143	7	Delete "for the benefit - - so if - -" and capitalize "A"
	143	16	Insert "But the dead language covers the union of all owners, not limiting use to one owner." After "Yes."
23	144	22	Replace "Yeah." With "Yes."
	145	2-3	Delete "how - - you know"
24	146	8	Delete "this is - -"
	148	6	Delete "about - -"
25	148	7	Delete "about - - and"
	148	9	Replace "Kristy" with "Christy"
26	148	10	Delete "in there"
	148	14	Replace "you know" with "adds"
27			
28			

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1	148	22	Insert " " before "oh"
	148	24	Replace "and the" with ". The"
2	149	8	Insert "- " after "happen"
	150	4	Insert " " before "we'll" and after "back."
3	151	12	Delete "you know"
	151	23	Delete "there's one..."
4	152	1	Delete "the Homes Association put in and what"
	152	8	Delete "you know"
5	152	10	Delete "you know"
	152	14	Insert "effect" after "that"
6	154	12	Insert "deeds" after "2012"
	155	5	Insert "deed" after "1940"
7	155	8	Delete "that"
	155	13	Delete "was between - -"
8	156	1	Replace "yeah" with "yes"
	156	19	Change "Uh-huh" to "Yes"
9	158	9	Replace "yeah" to "yes"
	159	20	Replace "yeah" to "yes"
10	161	1	Replace "prevalent, you know" with "relevant and"
	163	5	Delete "we said if you - -"
11	163	8	Replace "there's" with "there are"
	165	1	Replace "PV" with "PVE"
12	165	1	Replace "non-PV" with "non-PVE"
	169	3	Replace "was" with "were"
13	169	6	Delete "- why not do it"
	169	10	Delete "you know"
14	169	24	Delete "you know"
	173	15	Delete "you know"
15	175	2	Insert "steep" between "is" and "is"
	176	24	Delete "If...if...if - -" and capitalize "let's"
16	177	5	Delete "if you just took this property and put"
	177	6-7	Delete both lines
17	177	17	Insert "different" after "that's"
	177	23	Delete "this - -"
18	179	6-7	Delete "you can build a lot of homes in Palos Verdes - -"
	180	22	Replace "letters" with "letter"
19	180	23	Delete "early - - I think it was like"
	180	25	Replace "to" with "two"
20	181	3	Insert " " and capitalize "how"
	181	6	Insert " " after "opposite?"
21	181	7	Replace "is" with "was"
	181	7	Delete "this legal"
22	181	9	Insert " " before "legal"
	181	9	Replace "we" with "you"
23	181	9	Replace "follow" with "feel"
	181	10	Delete "not"
24	181	11	Insert "with" after "discuss"
	181	11	Insert " " after "that."
25	181	13	Insert "letter" after "that."
	181	15	Insert "he said" before "they"
26	181	18	Insert "ask" before "what's"
	181	20	Insert " " before "we're"
27	181	21	Insert " " after "going"
28			

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187	1-2	Delete "and this is from the City to Homes"
187	3	Insert "this" between "and " and "one"
187	3-4	Delete "a different, so there's"
187	4	Delete "in those two documents"

EXHIBIT B

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COVENANTS and JOHN HARBISON

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – CENTRAL DISTRICT

CITIZENS FOR ENFORCEMENT OF
PARKLAND COVENANTS,

Plaintiff,

vs.

CITY OF PALOS VERDES ESTATES,
etc. et al.

Defendants.

Case No.: BS142768

(Assigned for all purposes to the Hon. Barbara
A. Meiers, Dept. 12)

**PLAINTIFFS' RESPONSES TO
SPECIAL INTERROGATORIES, SET
ONE PROPOUNDED BY DEFENDANT
PALOS VERDES HOMES
ASSOCIATION**

Action Filed: May 13, 2013
Trial Date: None Set

Propounding Party: Palos Verdes Homes Association

Responding Party: Citizens for Enforcement of Parkland Covenants and
John Harbison

Set Number: One

SPECIAL INTERROGATORY NO. 1.:

Is every member of Plaintiff Citizens for Enforcement of Parkland Covenants (hereinafter "CEPC"), a member of Defendant Palos Verdes Homeowners Association (hereinafter the "ASSOCIATION").

RESPONSE TO SPECIAL INTERROGATORY NO. 1.:

Plaintiffs object to this request on the grounds that it impermissibly invades the members of CEPC's associational rights of privacy and assert their associational rights of privacy as guaranteed by the California and United States Constitutions. (See *N.A.A.C.P. v. Alabama* (1958) 357 U.S. 449, 462; *Church of Hakeem, Inc. v. Superior Court* (1980) 110 Cal.App.3d 384, 387-88). Plaintiffs further objects on the grounds that responding to this interrogatory requires Plaintiffs to have access to the Association's membership list, which the Association has refused to produce in this litigation. Plaintiffs further object on the grounds that information sought in response to this interrogatory (membership in the Association) is information equally available to the propounding party. Subject to and without waiving said objections, Plaintiffs respond as follows:

No. Approximately 10 members reside outside the city limits of Palos Verdes Estates and are not members of the Association. CEPC Members John Harbison and Renata Harbison are members of the Association. Plaintiffs are informed and believe that a total of 74 members of CEPC reside in the city limits of Palos Verdes Estates and, of that number, Plaintiffs believe them all to be Association members. Plaintiffs have provided Defendants with a list of the names of these CEPC Members, and have also offered to check the names against the PVHA membership list if the PVHA supplies that list.

SPECIAL INTERROGATORY No. 2.:

Identify by stating their name, address, telephone number and email address, of every member of CEPC who is also a member of the ASSOCIATION.

///

RESPONSE TO SPECIAL INTERROGATORY No. 2.:

Plaintiffs object to this request on the grounds that it impermissibly invades the members of CEPC's associational rights of privacy and assert their associational rights of privacy as guaranteed by the California and United States Constitutions. (See *N.A.A.C.P. v. Alabama* (1958) 357 U.S. 449, 462; *Church of Hakeem, Inc. v. Superior Court* (1980) 110 Cal.App.3d 384, 387-88). Plaintiffs further objects on the grounds that responding to this interrogatory requires Plaintiffs to have access to the Association's membership list, which the Association has refused to produce in this litigation. Plaintiffs further object on the grounds that information sought in response to this interrogatory (membership in the Association) is information equally available to the propounding party. Plaintiffs further object on the grounds that responding to this interrogatory requires the responding party to prepare a compilation or list and that the propounding party is equally capable of preparing such a list. Plaintiffs further object to this interrogatory on the grounds that it invades the privacy of third parties and the Association has not provided those third parties notice of this invasive discovery request. Plaintiffs further object that this interrogatory does not call for relevant information nor is it reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving said objections, Plaintiffs respond as follows:

On January 13, 2015, Plaintiffs produced its membership list, bates stamped CEPC 0001-0002. An additional copy of that list is attached hereto and incorporated herein as Exhibit "A." That list identifies those CEPC members who chose to be identified by name and identifies which members reside in the City of Palos Verdes Estates. The Association has membership lists in its possession by which the Association could access the address, of each CEPC member who is a member of the Association. John Harbison is a member of both the Association and CEPC and, therefore, CEPC has standing in this matter. Therefore, plaintiffs have not sought and do not have the information about which additional CEPC members may or may not be members of the Association since plaintiffs do not know who are renters vs owners (and hence PVHA members); but it is reasonable to expect that the vast majority are owners and hence members. Regardless, such determination is not

relevant to the case since proving the standing of John Harbison as a Member of the Association should suffice for the purposes of this litigation – information on additional CEPC members is not needed.

SPECIAL INTERROGATORY NO. 3.:

Identify by stating their name, address, telephone number and email address, of every member of CEPC who is not a member of the ASSOCIATION.

RESPONSE TO SPECIAL INTERROGATORY NO. 3.:

Plaintiffs object to this request on the grounds that it impermissibly invades the members of CEPC's associational rights of privacy and assert their associational rights of privacy as guaranteed by the California and United States Constitutions. (See *N.A.A.C.P. v. Alabama* (1958) 357 U.S. 449, 462; *Church of Hakeem, Inc. v. Superior Court* (1980) 110 Cal.App.3d 384, 387-88). Plaintiffs further objects on the grounds that responding to this interrogatory requires Plaintiffs to have access to the Association's membership list, which the Association has refused to produce in this litigation. Plaintiffs further object on the grounds that information sought in response to this interrogatory (membership in the Association) is information equally available to the propounding party. Plaintiffs further object on the grounds that responding to this interrogatory requires the responding party to prepare a compilation or list and that the propounding party is equally capable of preparing such a list. Plaintiffs further object to this interrogatory on the grounds that it invades the privacy of third parties and the Association has not provided those third parties notice of this invasive discovery request. Plaintiffs further object that this interrogatory does not call for relevant information nor is it reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving said objections, Plaintiffs respond as follows:

On January 13, 2015, Plaintiffs produced its membership list, bates stamped CEPC 0001-0002. An additional copy of that list is attached hereto and incorporated herein as Exhibit "A." That list identifies those CEPC members who chose to be identified by name

1 and identifies which members reside in the City of Palos Verdes Estates. The Association
2 has membership lists in its possession by which the Association could access the address of
3 each CEPC member who is a member of the Association. John Harbison is a member of
4 both the Association and CEPC and, therefore, CEPC has standing in this matter.
5 Therefore, plaintiffs have not sought and do not have the information about which additional
6 CEPC members may or may not be members of the Association.

7
8 **SPECIAL INTERROGATORY NO. 4.:**

9 Does every member of CEPC live within the boundaries of Defendant City of Palos
10 Verdes Estates (hereinafter the "CITY").

11
12 **RESPONSE TO SPECIAL INTERROGATORY NO. 4.:**

13 Plaintiffs object to this request on the grounds that it impermissibly invades the
14 members of CEPC's associational rights of privacy and assert their associational rights of
15 privacy as guaranteed by the California and United States Constitutions. (See *N.A.A.C.P. v.*
16 *Alabama* (1958) 357 U.S. 449, 462; *Church of Hakeem, Inc. v. Superior Court* (1980) 110
17 Cal.App.3d 384, 387-88). Plaintiffs further objects on the grounds that responding to this
18 interrogatory requires Plaintiffs to have access to the Association's membership list, which
19 the Association has refused to produce in this litigation. Plaintiffs further object on the
20 grounds that information sought in response to this interrogatory (membership in the
21 Association or residency within city limits) is information equally available to the
22 propounding party. Subject to and without waiving said objections, Plaintiffs respond as
23 follows:

24 No. Approximately 10 members reside outside the city limits of Palos Verdes Estates
25 and are not members of the Association. CEPC Members John Harbison and Renata
26 Harbison are members of the Association. Plaintiffs are informed and believe that a total of
27 74 members of CEPC reside in the city limits of Palos Verdes Estates and, of that number,
28 Plaintiffs believe them all to be Association members.

SPECIAL INTERROGATORY No. 5.:

Identify by stating their name, address, telephone number and email address, every member of CEPC who does not live within the boundaries of the CITY.

RESPONSE TO SPECIAL INTERROGATORY No. 5.:

Plaintiffs object to this request on the grounds that it impermissibly invades the members of CEPC's associational rights of privacy and assert their associational rights of privacy as guaranteed by the California and United States Constitutions. (See *N.A.A.C.P. v. Alabama* (1958) 357 U.S. 449, 462; *Church of Hakeem, Inc. v. Superior Court* (1980) 110 Cal.App.3d 384, 387-88). Plaintiffs further objects on the grounds that responding to this interrogatory requires Plaintiffs to have access to the Association's membership list, which the Association has refused to produce in this litigation. Plaintiffs further object on the grounds that information sought in response to this interrogatory (membership in the Association) is information equally available to the propounding party. Plaintiffs further object on the grounds that responding to this interrogatory requires the responding party to prepare a compilation or list and that the propounding party is equally capable of preparing such a list. Plaintiffs further object to this interrogatory on the grounds that it invades the privacy of third parties and the Association has not provided those third parties notice of this invasive discovery request. Plaintiffs further object that this interrogatory does not call for relevant information nor is it reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving said objections, Plaintiffs respond as follows:

On January 13, 2015, Plaintiffs produced its membership list, bates stamped CEPC 0001-0002. An additional copy of that list is attached hereto and incorporated herein as Exhibit "A." That list identifies those CEPC members who chose to be identified by name and identifies which members reside in the City of Palos Verdes Estates. The Association has membership lists in its possession by which the Association could access the address of each CEPC member who is a member of the Association and thus, by definition, resides within the City of Palos Verdes Estates.

SPECIAL INTERROGATORY No. 6.:

To the extent not identified above, identify by stating their name, address, telephone number and email address, all other members of CEPC.

RESPONSE TO SPECIAL INTERROGATORY No. 6.:

Plaintiffs object to this request on the grounds that it impermissibly invades the members of CEPC's associational rights of privacy and assert their associational rights of privacy as guaranteed by the California and United States Constitutions. (See *N.A.A.C.P. v. Alabama* (1958) 357 U.S. 449, 462; *Church of Hakeem, Inc. v. Superior Court* (1980) 110 Cal.App.3d 384, 387-88). Plaintiffs further objects on the grounds that responding to this interrogatory requires Plaintiffs to have access to the Association's membership list, which the Association has refused to produce in this litigation. Plaintiffs further object on the grounds that information sought in response to this interrogatory (membership in the Association) is information equally available to the propounding party. Plaintiffs further object on the grounds that responding to this interrogatory requires the responding party to prepare a compilation or list and that the propounding party is equally capable of preparing such a list. Plaintiffs further object to this interrogatory on the grounds that it invades the privacy of third parties and the Association has not provided those third parties notice of this invasive discovery request. Plaintiffs further object that this interrogatory does not call for relevant information nor is it reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving said objections, Plaintiffs respond as follows:

On January 13, 2015, Plaintiffs produced its membership list, bates stamped CEPC 0001-0002. An additional copy of that list is attached hereto and incorporated herein as Exhibit "A." That list identifies those CEPC members who chose to be identified by name and identifies which members reside in the City of Palos Verdes Estates. The Association has membership lists in its possession by which the Association could access the address of each CEPC member who is a member of the Association and thus, by definition, resides within the City of Palos Verdes Estates.

1 **SPECIAL INTERROGATORY No. 7.:**

2 Do YOU (YOU or YOUR means Plaintiffs CEPC and John Harbison) contend in
3 this action that the Memorandum of Understanding (hereinafter the "MOU") between the
4 CITY, Palos Verdes Unified School District, the ASSOCIATION and Thomas J. Lieb,
5 Trustee, The Via Panorama Trust U/DO May 2, 2012, Together with Trusts for the Benefit
6 of Related Parties, referred to in the operative Complaint, is void and of no force and effect,
7 and state all facts that support your contention.

8
9 **RESPONSE TO SPECIAL INTERROGATORY No. 7.:**

10 Plaintiffs object that this question is compound. It asks whether plaintiffs make a
11 contention and then asks for the facts supporting that contention. The question is also
12 ambiguous as to time as it does not specify a time period as to when Plaintiffs may have
13 made such a contention in the past. Subject to and without waiving said objection, Plaintiffs
14 respond as follows:

15 The original complaint and petition filed in this matter contended that the MOU was
16 illegal and void because it purported to authorize a conveyance of public parkland to a private
17 party in violation of land use restrictions that the property be used forever for park purposes.
18 The operative pleading in effect now does not make that contention because, as advised by
19 the Court, it is unnecessary to make such a contention to prevail on its theories pled and to
20 strike down.

21
22 **SPECIAL INTERROGATORY No. 8.:**

23 Identify all witnesses, by stating their name, address, telephone number and email
24 address, who have knowledge of those facts.

25
26 **RESPONSE TO SPECIAL INTERROGATORY No. 8.:**

27 Plaintiffs object that this question is not complete in and of itself as required by the
28 Code of Civil Procedure. It impermissibly incorporates a prior question and response. The

1 question is also ambiguous as to time as it does not specify a time period as to when Plaintiffs
2 may have made such a contention in the past. Subject to and without waiving said objection,
3 Plaintiffs respond as follows:

4 Plaintiffs do not presently make the contention as described in Interrogatory Nos. 7
5 and 8 and, therefore, there are no facts or witnesses to identify in response to this
6 interrogatory.

7
8 **SPECIAL INTERROGATORY No. 9.:**

9 Identify all documents and other tangible things that support those facts, and the
10 name, address, telephone number and email address, of all persons who have each document
11 or thing.

12
13 **RESPONSE TO SPECIAL INTERROGATORY No. 9.:**

14 Plaintiffs object that this question is not complete in and of itself as required by the
15 Code of Civil Procedure. It impermissibly incorporates a prior question and response. The
16 question is also ambiguous as to time as it does not specify a time period as to when Plaintiffs
17 may have made such a contention in the past. Subject to and without waiving said objection,
18 Plaintiffs respond as follows:

19 Plaintiffs do not presently make the contention as described in Interrogatory Nos. 7
20 and 9 and, therefore, there are no documents to identify in response to this interrogatory.

21
22 **SPECIAL INTERROGATORY No. 10.:**

23 Do YOU contend in this action that the September 5, 2012 deeds, Instrument
24 Numbers 20121327414 and 21021327415, referred to in the operative Complaint, are void
25 and of no force or effect, and state all facts that support your contention.

26
27 **RESPONSE TO SPECIAL INTERROGATORY No. 10.:**

28 Plaintiffs object that this question is compound. It asks whether plaintiffs make a

1 contention and then asks for the facts supporting that contention. Subject to and without
2 waiving said objections, Plaintiffs respond as follows:

3 Yes. On June 14, 1940, the Association conveyed a number of parks to the City of
4 Palos Verdes Estates ("City") in multiple grant deeds. The properties conveyed by the
5 Association to the City on June 14, 1940 included the Panorama Parkland. The properties
6 conveyed by the Association to the City on June 14, 1940 included Lot A of Tract 7540. The
7 properties conveyed by the Association to the City on June 14, 1940 included Lot A of Tract
8 8652. The June 14, 1940 deeds conveying property from the Association to the City included
9 restrictions on the future use and ownership of the conveyed property. Specifically, the June
10 14, 1940 deeds state:

- 11 ➤ That the transferred property "is to be used and administered forever for park and/or
12 recreation purposes..."
- 13 ➤ That "no buildings, structures or concessions shall be erected, maintained or
14 permitted" on the parkland "except such as are properly incidental to the convenient
15 and/or proper use of said realty for park and/or recreation purposes."
- 16 ➤ That the transferred property "shall not be sold or conveyed, in whole or in
17 part...except to a body suitably constituted by law to take, hold, maintain and regulate
18 public parks..."
- 19 ➤ That, with written permission, a property owner abutting the park may construct
20 paths or landscaping on the conveyed property as a means of improving access to or
21 views from such property. Such improvements must not impair or interfere with the
22 use and maintenance of said realty for park and/or recreations purposes.
- 23 ➤ That none of the use or ownership restrictions set forth in the June 14, 1940 deeds
24 may be changed by the City or the Association even if the Association complies with
25 its own internal procedures for modifying land use restrictions and obtains the written
26 consent of two-thirds of the property owners.
- 27 ➤ That any breach of the use or ownership conditions "shall cause said realty to revert
28 to the" Association.

- 1 ➤ That the deed restrictions “inure to and pass with said property and each and every
2 parcel of land therein, and shall apply to and bind the respective successors in interest
3 of the parties hereto, and are...imposed upon said realty as a servitude in favor of said
4 property and each and every parcel of land therein as the dominant tenement or
5 tenements.”

6 The June 14, 1940 deeds do not contain any text or provision that authorizes the
7 transfer of parkland to a private party for private purposes. Notably absent from the June 14,
8 1940 deeds are:

- 9 ➤ Any express provision authorizing the City or Association to “swap” parkland
10 properties.
11 ➤ Any express provision authorizing the City or Association to convey parks as part of a
12 resolution of litigation.
13 ➤ Any express provision authorizing the City or Association to convey parks to fund
14 budgetary shortfalls for school districts.

15 The City passed Resolution No. 12 formally accepting the deeds and confirming the
16 land use restrictions. Resolution No. 12 re-states verbatim each of the land use restrictions
17 set forth above.

18
19 **SPECIAL INTERROGATORY No. 11.:**

20 Identify all witnesses by stating their name, address, telephone number and email
21 address, who have knowledge of those facts.

22
23 **RESPONSE TO SPECIAL INTERROGATORY No. 11.:**

24 Plaintiffs object that this question is not complete in and of itself as required by the
25 Code of Civil Procedure. It impermissibly incorporates a prior question and response.
26 Subject to and without waiving said objection, Plaintiffs respond as follows:

27 John Harbison is the representative of CEPC with the most knowledge concerning
28 the illegal actions by the City of Palos Verdes Estates and the Palos Verdes Homes

1 Association. Other persons with knowledge include:

2 A. The members of the Palos Verdes Estates City Council that voted to approve
3 the MOU and authorized the signing of the deeds in question;

4 B. The members of the Board of Directors for the Palos Verdes Homes
5 Association that voted to approve the MOU and authorized the signing of the deeds in
6 question;

7 C. The members of the Palos Verdes Peninsula Unified School District Board
8 that voted to approve the MOU and authorized the signing of the deeds in question;

9 D. Frank Zerunyan, the architect of the ill-conceived plan to sell public parkland
10 to his clients for private purposes;

11 E. Christi Hugin, the attorney for the City of Palos Verdes Estates who approved
12 the ill-conceived plan to sell public parkland to a private party for private purposes;

13 F. Sidney Croft, the attorney for the Palos Verdes Homes Association who
14 approved the ill-conceived plan to sell public parkland to private party for private purposes;
15 and

16 G. Allan Rigg, a former city employee who previously enforced the City's land use
17 restrictions.

18 Plaintiffs have access to the name, address, telephone number and email address of
19 each of these persons.

20
21 **SPECIAL INTERROGATORY No. 12.:**

22 Identify all documents and other tangible things that support those facts, and the
23 name, address, telephone number and email address, of all persons who have each document
24 or thing.

25
26 **RESPONSE TO SPECIAL INTERROGATORY No. 12.:**

27 Plaintiffs object that this question is not complete in and of itself as required by the
28 Code of Civil Procedure. It impermissibly incorporates a prior question and response. The

1 question is also compound because it asks Plaintiffs to both identify documents and the
2 persons who may have them. Subject to and without waiving said objection, Plaintiffs
3 respond as follows:

4 The following documents, Exhibits 1 – 30, which were attached to the Plaintiffs'
5 summary judgment motion herein,

Exhibit 1 – Second Amended Complaint.....	Tab 3	6
Exhibit 2 - Area Map	Tab 4	7
Exhibit 3 - Legal Description of Panorama Parkland.....	Tab 5	8
Exhibit 4 - Bolton Engineering Map of Panorama Parkland	Tab 6	9
Exhibit 5 – Tract 8652 CC&R's.....	Tab 7	10
Exhibit 6 – Tract 7540 Deed	Tab 8	11
Exhibit 7 – Tract 8652 Deed	Tab 9	12
Exhibit 8 – Resolution 12.....	Tab 10	13
Exhibit 9 – Quitclaim Deed from City to Association.....	Tab 11	14
Exhibit 10 - Grant Deed from Association to Lieb.....	Tab 12	15
Exhibit 11 – Judgment dated September 22, 2011	Tab 13	16
Exhibit 12 – Executed Memorandum of Understanding.....	Tab 14	17
Exhibit 13 – Drafted Answer to Second Amended Complaint.....	Tab 15	18
Exhibit 14 – Palos Verdes Homes Association Answer to Second Amended Complaint	Tab 16	19 20
Exhibit 15 – City of Palos Verdes Estates Answer to Second Amended Complaint.....	Tab 17	21 22
Exhibit 16 – 1972 Association Letter.....	Tab 18	23
Exhibit 17 – July 18, 2003 Letter	Tab 19	24
Exhibit 18 – August 11, 2003 Allan Rigg Memorandum	Tab 20	25
Exhibit 19 – April 14, 2009 Letter.....	Tab 21	26
Exhibit 20 – September 19, 2011 Letter.....	Tab 22	27
Exhibit 21 – April 19, 2012 Palos Verdes Homes Association Resolution.....	Tab 23	28

1	Exhibit 22 – May 2, 2012 Panorama Trust Document	Tab 24
2	Exhibit 23 – February 19, 2013 Planning Commission Staff Report.....	Tab 25
3	Exhibit 24 – March 7, 2013 Rockey & Wahl Letter.....	Tab 26
4	Exhibit 25 – Special Interrogatories, Set One Propounded on the City of	
5	Palos Verdes Estates	Tab 27
6	Exhibit 26 – The City of Palos Verdes Estates’ Responses to Special	
7	Interrogatories, Set One.....	Tab 28
8	Exhibit 27 – April 11, 2014 Minute Order	Tab 29
9	Exhibit 28 – May 21, 2014 Reporter’s Transcript	Tab 30
10	Exhibit 29 – Notice of Entry of Dismissal.....	Tab 31
11	Exhibit 30 – October 31, 2014 Letter to Palos Verdes Homes Association regarding the	
12	District.....	Tab 32

Plaintiffs are informed and believe that all of the foregoing documents are in the possession of the parties herein.

SPECIAL INTERROGATORY No. 13.:

Do YOU contend that the ASSOCIATION has the duty, as opposed to the discretion, to enforce its reversionary rights to the PROPERTY, defined herein as the real property adjacent to 900 Via Panorama which was conveyed from the ASSOCIATION to Thomas J. Lieb, as described in the operative Complaint, and state all facts that support your contention.

RESPONSE TO SPECIAL INTERROGATORY No. 13.:

Yes. On June 14, 1940, the Association conveyed a number of parks to the City of Palos Verdes Estates (“City”) in multiple grant deeds. The properties conveyed by the Association to the City on June 14, 1940 included the Panorama Parkland. The properties conveyed by the Association to the City on June 14, 1940 included Lot A of Tract 75-40. The properties conveyed by the Association to the City on June 14, 1940 included Lot A of Tract

1 8652. The June 14, 1940 deeds conveying property from the Association to the City included
2 restrictions on the future use and ownership of the conveyed property. Specifically, the June
3 14, 1940 deeds state:

- 4 ➤ That the transferred property “is to be used and administered forever for park and/or
5 recreation purposes...”
- 6 ➤ That “no buildings, structures or concessions shall be erected, maintained or
7 permitted” on the parkland “except such as are properly incidental to the convenient
8 and/or proper use of said realty for park and/or recreation purposes.”
- 9 ➤ That the transferred property “shall not be sold or conveyed, in whole or in
10 part...except to a body suitably constituted by law to take, hold, maintain and regulate
11 public parks...”
- 12 ➤ That, with written permission, a property owner abutting the park may construct
13 paths or landscaping on the conveyed property as a means of improving access to or
14 views from such property. Such improvements must not impair or interfere with the
15 use and maintenance of said realty for park and/or recreations purposes.
- 16 ➤ That none of the use or ownership restrictions set forth in the June 14, 1940 deeds
17 may be changed by the City or the Association even if the Association complies with
18 its own internal procedures for modifying land use restrictions and obtains the written
19 consent of two-thirds of the property owners.
- 20 ➤ That any breach of the use or ownership conditions “shall cause said realty to revert
21 to the” Association.
- 22 ➤ That the deed restrictions “inure to and pass with said property and each and every
23 parcel of land therein, and shall apply to and bind the respective successors in interest
24 of the parties hereto, and are...imposed upon said realty as a servitude in favor of said
25 property and each and every parcel of land therein as the dominant tenement or
26 tenements.”

27 The June 14, 1940 deeds do not contain any text or provision that authorizes the
28 transfer of parkland to a private party for private purposes. Notably absent from the June 14,

1 1940 deeds are:

- 2 ➤ Any express provision authorizing the City or Association to “swap” parkland
- 3 properties.
- 4 ➤ Any express provision authorizing the City or Association to convey parks as part of a
- 5 resolution of litigation.
- 6 ➤ Any express provision authorizing the City or Association to convey parks to fund
- 7 budgetary shortfalls for school districts.

8 The City passed Resolution No. 12 formally accepting the deeds and confirming the
9 land use restrictions. Resolution No. 12 re-states verbatim each of the land use restrictions
10 set forth above.

11
12 **SPECIAL INTERROGATORY No. 14.:**

13 Identify all witnesses by stating their name, address, telephone number and email
14 address, who have knowledge of those facts.

15
16 **RESPONSE TO SPECIAL INTERROGATORY No. 14.:**

17 This is a legal contention. There are no witnesses to a legal contention.

18
19 **SPECIAL INTERROGATORY No. 15.:**

20 Identify all documents and other tangible things that support those facts, and the
21 name, address, telephone number and email address, of all persons who have each document
22 or thing.

23
24 **RESPONSE TO SPECIAL INTERROGATORY No. 15.:**

25 The preamble to the Association’s governing documents declare that: “It will be the
26 duty of [the Association] to maintain the parks ... and to perpetuate the restrictions. Section
27 17 of the Association’s governing documents is entitled “Interpretation and Enforcement by
28 Palos Verdes Homes Association.” This title confirms that the Association has the duty not

1 only to read and understand the land use restrictions but to also enforce them. In addition,
2 the documents identified in response to interrogatory number 12 above. All of the
3 foregoing documents are already in the possession, custody and control of the propounding
4 party.

5
6 **SPECIAL INTERROGATORY No. 16.:**

7 Do you contend that the ASSOCIATION has the duty to enforce the land use
8 restrictions to compel the removal of the alleged illegal improvements on the PROPERTY,
9 which are the subject of the operative Complaint, and state all facts that support your
10 contention.

11
12 **RESPONSE TO SPECIAL INTERROGATORY No. 16.:**

13 Yes.

14
15 **SPECIAL INTERROGATORY No. 17.:**

16 Identify all witnesses by stating their name, address, telephone number and email
17 address, who have knowledge of those facts.

18
19 **RESPONSE TO SPECIAL INTERROGATORY No. 17.:**

20 This is a legal contention. There are no witnesses to a legal contention.

21
22 **SPECIAL INTERROGATORY No. 18.:**

23 Identify all documents and other tangible things that support those facts, and the
24 name, address, telephone number and email address, of all persons who have each document
25 or thing.

26
27 **RESPONSE TO SPECIAL INTERROGATORY No. 18.:**

28 The preamble to the Association's governing documents declare that: "It will be the

1 duty of [the Association] to maintain the parks ... and to perpetuate the restrictions. Section
2 17 of the Association's governing documents is entitled "Interpretation and Enforcement by
3 Palos Verdes Homes Association." This title confirms that the Association has the duty not
4 only to read and understand the land use restrictions but to also enforce them. In addition,
5 the documents identified in response to interrogatory number 12 above. All of the foregoing
6 documents are already in the possession, custody and control of the propounding party.

7
8 **SPECIAL INTERROGATORY No. 19.:**

9 Did YOU receive notice of any of the City Council Meetings where the MOU was
10 considered and/or approved by the City, and identify all such Meetings for which you
11 received notice.

12
13 **RESPONSE TO SPECIAL INTERROGATORY No. 19.:**

14 Plaintiffs object to the interrogatory as vague and ambiguous as to the definition of
15 "YOU." It could refer to Plaintiff John Harbison or CEPC or both or all of CEPC's
16 members. Plaintiffs further object to the remainder of the interrogatory as it could refer to
17 the initial meeting in which the MOU was first approved or the subsequent meetings in
18 which the MOU was implemented or the various land use meetings that ensued from the
19 approval of the MOU. Plaintiffs further object to this interrogatory as being neither relevant
20 nor reasonably calculated to lead to the discovery of admissible evidence. Subject to and
21 without waiving said objections, Plaintiffs respond as follows:

22 John Harbison did not receive actual notice of the city council meetings on May 8,
23 2012 where the MOU was presented and approved, and the subsequent meeting on July 24,
24 2012 when the final MOU was approved. It is also his understanding that no signs providing
25 notice of the meeting were posted (as is customary in Palos Verdes Estates) and no notice
26 was given in the local newspaper (even though several City Councilmembers later asserted
27 that such notice was given in the newspaper) for either of these meetings. Plaintiffs are
28 unaware as to whether other members of the CEPC received actual notice of the initial

1 meeting, but Plaintiffs have spoken with most of the neighbors on Via Panorama and Via
2 Mirada and none of them indicated that they had received actual notice nor were aware of the
3 sale of parkland at that time.

4
5 **SPECIAL INTERROGATORY No. 20.:**

6 Did YOU attend any of the CITY Council Meetings, where the MOU was considered
7 and/or approved by the City, and identify all such meetings YOU attended.

8
9 **RESPONSE TO SPECIAL INTERROGATORY No. 20.:**

10 Plaintiffs object to the interrogatory as vague and ambiguous as to the definition of
11 "YOU." It could refer to Plaintiff John Harbison or CEPC or both or all of CEPC's
12 members. Plaintiffs further object to the remainder of the interrogatory as it could refer to
13 the initial meeting in which the MOU was first approved or the subsequent meetings in
14 which the MOU was implemented or the various land use meetings that ensued from the
15 approval of the MOU. Plaintiffs further object to this interrogatory as being neither relevant
16 nor reasonably calculated to lead to the discovery of admissible evidence. Subject to and
17 without waiving said objections, Plaintiffs respond as follows:

18 John Harbison did not attend the city council meeting where the MOU was first
19 presented and approved. Plaintiffs are unaware of any member of CEPC who attended the
20 initial meeting of the city council where the MOU was approved.

21
22 **SPECIAL INTERROGATORY No. 21.:**

23 Did YOU receive notice of any of the meetings of the ASSOCIATION, where the
24 MOU was approved by the Association, and identify all such meetings for which YOU
25 received notice.

26
27 **RESPONSE TO SPECIAL INTERROGATORY No. 21.:**

28 Plaintiffs object to the interrogatory as vague and ambiguous as to the definition of

1 “YOU.” It could refer to Plaintiff John Harbison or CEPC or both or all of CEPC’s
2 members. Plaintiffs further object to this interrogatory as being neither relevant nor
3 reasonably calculated to lead to the discovery of admissible evidence. Subject to and without
4 waiving said objections, Plaintiffs respond as follows:

5 John Harbison did not receive actual notice of the Association’s meeting. Plaintiffs
6 are informed and believe that those CEPC members who reside outside the City of Palos
7 Verdes Estates also did not receive notice of the meeting. Plaintiffs do not know whether
8 those CEPC members who reside within the City of Palos Verdes Estates had actual notice,
9 but Plaintiffs have spoken with most of the neighbors on Via Panorama and Via Mirada and
10 none of them indicated that they had received actual notice nor were aware of the sale of
11 parkland at that time.

12
13 **SPECIAL INTERROGATORY No. 22.:**

14 Did YOU attend any of the meetings of the ASSOCIATION, where the MOU was
15 approved by the Association, and identify all such meetings YOU attended.

16
17 **RESPONSE TO SPECIAL INTERROGATORY No. 22.:**

18 Plaintiffs object to the interrogatory as vague and ambiguous as to the definition of
19 “YOU.” It could refer to Plaintiff John Harbison or CEPC or both or all of CEPC’s
20 members. Plaintiffs further object to this interrogatory as being neither relevant nor
21 reasonably calculated to lead to the discovery of admissible evidence. Subject to and without
22 waiving said objections, Plaintiffs respond as follows:

23 John Harbison did not attend the Association’s meeting where the MOU was
24 approved. Plaintiffs are informed and believe that those CEPC members who reside outside
25 the City of Palos Verdes Estates did not attend the meeting. Plaintiffs are unaware of any
26 CEPC members who attended the Association’s meeting. Plaintiffs are informed and believe
27 that the Association has a sign in sheet or other documents that would evidence who
28 attended the meeting.

SPECIAL INTERROGATORY No. 23.:

Do YOU contend that the CITY's participation in the MOU and the September 2012 deeds is an ultra vires act and a waste of public funds, and if so, state all facts that support your contention.

RESPONSE TO SPECIAL INTERROGATORY No. 23.:

Yes. On June 14, 1940, the Association conveyed a number of parks to the City of Palos Verdes Estates ("City") in multiple grant deeds. The properties conveyed by the Association to the City on June 14, 1940 included the Panorama Parkland. The properties conveyed by the Association to the City on June 14, 1940 included Lot A of Tract 7540. The properties conveyed by the Association to the City on June 14, 1940 included Lot A of Tract 8652. The June 14, 1940 deeds conveying property from the Association to the City included restrictions on the future use and ownership of the conveyed property. Specifically, the June 14, 1940 deeds state:

- That the transferred property "is to be used and administered forever for park and/or recreation purposes..."
- That "no buildings, structures or concessions shall be erected, maintained or permitted" on the parkland "except such as are properly incidental to the convenient and/or proper use of said realty for park and/or recreation purposes."
- That the transferred property "shall not be sold or conveyed, in whole or in part...except to a body suitably constituted by law to take, hold, maintain and regulate public parks..."
- That, with written permission, a property owner abutting the park may construct paths or landscaping on the conveyed property as a means of improving access to or views from such property. Such improvements must not impair or interfere with the use and maintenance of said realty for park and/or recreations purposes.
- That none of the use or ownership restrictions set forth in the June 14, 1940 deeds

1 may be changed by the City or the Association even if the Association complies with
2 its own internal procedures for modifying land use restrictions and obtains the written
3 consent of two-thirds of the property owners.

- 4 ➤ That any breach of the use or ownership conditions “shall cause said realty to revert
5 to the” Association.
- 6 ➤ That the deed restrictions “inure to and pass with said property and each and every
7 parcel of land therein, and shall apply to and bind the respective successors in interest
8 of the parties hereto, and are...imposed upon said realty as a servitude in favor of said
9 property and each and every parcel of land therein as the dominant tenement or
10 tenements.”

11 The June 14, 1940 deeds do not contain any text or provision that authorizes the
12 transfer of parkland to a private party for private purposes. Notably absent from the June 14,
13 1940 deeds are:

- 14 ➤ Any express provision authorizing the City or Association to “swap” parkland
15 properties.
- 16 ➤ Any express provision authorizing the City or Association to convey parks as part of a
17 resolution of litigation.
- 18 ➤ Any express provision authorizing the City or Association to convey parks to fund
19 budgetary shortfalls for school districts.

20 The City passed Resolution No. 12 formally accepting the deeds and confirming the
21 land use restrictions. Resolution No. 12 re-states verbatim each of the land use restrictions
22 set forth above.

23 Moreover, Plaintiffs are informed and believe that prior to the illegal settlement that is
24 the subject of this litigation, the City and Association viewed the encroachments on AREA A
25 to be in violation of the deed restrictions and a nuisance. Plaintiffs are further informed,
26 believe and thereon allege that the CITY and ASSOCIATION have, through conduct and
27 statements, taken the position that the land use restrictions for CITY parkland are mandatory
28 and not discretionary. The sources of Plaintiffs and Petitioners’ information and belief are as

1 follows:

2 a. On November 22, 1972, the ASSOCIATION wrote to the then owners of the
3 PANORAMA PROPERTY citing “the apparent use of dedicated parkland to serve” private
4 property “and the possible illegal location of the new garage structure.”

5 b. On November 22, 1972, the CITY wrote to the then owners of the
6 PANORAMA PROPERTY to complain about illegal construction on public parkland.

7 c. On December 19, 1972, the ASSOCIATION wrote to the CITY about the
8 illegal improvements to the PANORAMA PROPERTY and complained that “the use of
9 parkland for the benefit of a single private residence is not consistent with the intent of the
10 deed restrictions and such use should be disallowed...”

11 d. On August 14, 1973, the CITY, through its City Council, voted to order the
12 then owners of the PANORAMA PROPERTY to remove the illegal construction on the
13 parkland and restore it to its original condition.

14 e. In 1993, the CITY enacted a policy to remove illegal encroachments from
15 parkland. The 1993 process called for gradual removal when an encroaching property
16 subjected itself to the planning commission for a project review, when the encroachments fell
17 into disrepair or when the encroachments were modified.

18 f. On July 17, 2003, Allan Rigg, who then identified himself as the CITY
19 Engineer, opened a code enforcement complaint for AREA A for “Parkland
20 Encroachment.”

21 g. In August 11, 2003, Allan Rigg, the CITY’s Public Works Director, wrote a
22 staff report detailing, in his words, “the illegal improvements on the parklands adjacent to
23 900 Via Panorama.” Mr. Rigg’s August 11, 2003 report details that the land restrictions
24 governing the property next to 900 Via Panorama “legally bind the City to keep these areas
25 free of fences, walls, or any other private usage.” Mr. Rigg’s report goes on to say that, “The
26 City has not and will not grant any permits for permanent private occupation of City
27 Parklands as we are legally bound to keep these areas open to the public.”

28 h. On October 25, 2005, Allan Rigg authored a CITY memo in support of the

1 City's policy on removal of unauthorized encroachments on CITY parkland. The memo
2 describes how 849 acres of CITY parkland was "dedicated to the City by the Palos Verdes
3 Homes Association, subject to the deed restriction that these areas must be perpetually
4 maintained for the public to enjoy. The deed restrictions further stipulated that should any
5 open space be privately occupied, ownership would revert to the original owner: the Homes
6 Association. The City wholeheartedly accepted this condition, recognizing the value to the
7 community in preserving its open space." The memo goes on to state that, "Over the years
8 encroachments into the parklands, by private residents, have occurred in various forms.
9 These encroachments violate the City code and the deed restrictions, but more importantly
10 they rob the community of public land which exists for the use and enjoyment of all." The
11 memo also notes that Section 12.04.010 of the CITY's Municipal Code "does not allow the
12 permanent private occupation of City property without a permit. When the City is made
13 aware of any modification underway to an existing unauthorized encroachment, removal of
14 the entire encroachment is required." The 2005 memo noted that many community
15 members complained about the encroachments. These residents "contend that the City's
16 allowance of these encroachments to continue to exist constitutes a 'taking' from the public
17 of the open space designated for their use. These sentiments echo the deed restrictions
18 placed on the parklands by the Palos Verdes Homes Association."

19 i. On November 8, 2005, the CITY passed resolution R05-32 which adopted a
20 policy for the removal of unauthorized encroachments in the City's parklands. The second
21 recital in the resolution notes that, "the City owns 849 acres of parklands that comprise much
22 of the open space and are deed-restricted to remain open for the public's use..." The
23 Resolution tightened up the enforcement efforts of the City. It noted that Staff was obligated
24 when informed of an illegal encroachment to take steps to notify the owner of the need to
25 remove the encroachment. The new policy noted that if an owner did not comply, the City
26 was to "immediately" remove the encroachment, bill and lien the property owner and cite the
27 property owner for an infraction. None of the language in the resolution was permissive or
28 discretionary. All of the language in the resolution clarified that staff's obligation to enforce

1 the deed restrictions was mandatory.

2 j. The CITY passed resolution R05-32 in reliance on Allan Rigg's October 25,
3 2005 memo.

4 k. At this time the CITY notified 38 owners that they had illegally encroached on
5 parkland adjacent to their homes in the area known as the "Boundary Trail" in the Valmonte
6 tract within Palos Verdes Estates, and they were each given five years to remove the
7 encroachments. All 38 owners complied and removed the encroachments within the five-year
8 period, in some cases at considerable expense to the owners.

9 l. On September 8, 2006, James Hendrickson, City Manager, wrote to the 900
10 VIA PANORAMA PROPERTY OWNERS and, citing the resolution passed by the CITY in
11 2005, reminded them of their obligation to remove the illegal encroachments by no later than
12 September 8, 2011. The letter noted that the encroachments "violate the deed restrictions,
13 which the City must legally comply with..."

14 m. On April 13, 2007, Allan Rigg, Public Works and Planning Director for the
15 CITY, wrote to the 900 VIA PANORAMA PROPERTY OWNERS and reminded them of
16 their obligation to remove the illegal encroachments by no later than September 8, 2011. The
17 letter noted that the encroachments "violate the deed restrictions, which the City must legally
18 comply with..."

19 n. On April 10, 2008, Allan Rigg, Public Works and Planning Director for the
20 CITY, wrote to the 900 VIA PANORAMA PROPERTY OWNERS and reminded them of
21 their obligation to remove the illegal encroachments by no later than September 8, 2011. The
22 letter noted that the encroachments "violate the deed restrictions, which the City must legally
23 comply with..."

24 o. On April 14, 2009, Allan Rigg, Public Works and Planning Director for the
25 CITY, wrote to the 900 VIA PANORAMA PROPERTY OWNERS and reminded them of
26 their obligation to remove the illegal encroachments by no later than September 8, 2011. The
27 letter noted that the encroachments "violate the deed restrictions, which the City must legally
28 comply with..."

1 p. On September 19, 2011, Joe Mendoza, Code Enforcement Officer for the
2 CITY wrote to the 900 VIA PANORAMA PROPERTY OWNERS and warned of the
3 CITY's intent to initiate nuisance abatement procedures if the encroachments were not
4 removed.

5 q. By the end of September 2011, the 900 VIA PANORAMA PROPERTY
6 OWNERS had still not eliminated the illegal encroachment and the CITY was poised to
7 commence legal nuisance abatement procedures. Bulldozers began the abatement, and some
8 structures were removed before the removal efforts ceased.

9
10 **SPECIAL INTERROGATORY No. 24.:**

11 Identify all witnesses by stating their name, address, telephone number and email
12 address, who have knowledge of those facts.

13
14 **RESPONSE TO SPECIAL INTERROGATORY No. 24.:**

15 Plaintiffs object that this question is not complete in and of itself as required by the
16 Code of Civil Procedure. It impermissibly incorporates a prior question and response.
17 Subject to and without waiving said objection, Plaintiffs respond as follows:

18 John Harbison is the representative of CEPC with the most knowledge concerning
19 the illegal actions by the City of Palos Verdes Estates and the Palos Verdes Homes
20 Association. Other persons with knowledge include:

21 A. The members of the Palos Verdes Estates City Council that voted to approve
22 the MOU and authorized the signing of the deeds in question;

23 B. The members of the Board of Directors for the Palos Verdes Homes
24 Association that voted to approve the MOU and authorized the signing of the deeds in
25 question;

26 C. The members of the Palos Verdes Peninsula Unified School District Board
27 that voted to approve the MOU and authorized the signing of the deeds in question;

28 D. Frank Zerunyan, the architect of the ill-conceived plan to sell public parkland

1 to his clients for private purposes;

2 F. Christi Hogin, the attorney for the City of Palos Verdes Estates who approved
3 the ill-conceived plan to sell public parkland to a private party for private purposes;

4 F. Sidney Croft, the attorney for the Palos Verdes Homes Association who
5 approved the ill-conceived plan to sell public parkland to a private party for private purposes;
6 and

7 G. Allan Rigg, a former city employee who previously enforced the City's land use
8 restrictions.

9 Plaintiffs have access to the name, address, telephone number and email address of
10 each of these persons.

11
12 **SPECIAL INTERROGATORY No. 25.:**

13 Identify all documents and other tangible things that support those facts, and the
14 name, address, telephone number and email address, of all persons who have each document
15 or thing.

16
17 **RESPONSE TO SPECIAL INTERROGATORY No. 25.:**

18 Plaintiffs object that this question is not complete in and of itself as required by the
19 Code of Civil Procedure. It impermissibly incorporates a prior question and response. The
20 question is also compound because it asks Plaintiffs to both identify documents and the
21 persons who may have them. Subject to and without waiving said objection, Plaintiffs
22 respond as follows:

23 The following documents, Exhibits 1 – 30, which were attached to the Plaintiffs'
24 summary judgment motion herein,

25 Exhibit 1 – Second Amended Complaint Tab 3

26 Exhibit 2 - Area Map Tab 4

27 Exhibit 3 - Legal Description of Panorama Parkland..... Tab 5

28 Exhibit 4 - Bolton Engineering Map of Panorama Parkland Tab 6

1	Exhibit 5 – Tract 8652 CC&R's	Tab 7
2	Exhibit 6 – Tract 7540 Deed	Tab 8
3	Exhibit 7 – Tract 8652 Deed	Tab 9
4	Exhibit 8 – Resolution 12.....	Tab 10
5	Exhibit 9 – Quitclaim Deed from City to Association	Tab 11
6	Exhibit 10 - Grant Deed from Association to Lieb	Tab 12
7	Exhibit 11 – Judgment dated September 22, 2011	Tab 13
8	Exhibit 12 – Executed Memorandum of Understanding.....	Tab 14
9	Exhibit 13 – Lugliani Answer to Second Amended Complaint.....	Tab 15
10	Exhibit 14 – Palos Verdes Homes Association Answer to Second	
11	Amended Complaint	Tab 16
12	Exhibit 15 – City of Palos Verdes Estates Answer to Second Amended	
13	Complaint.....	Tab 17
14	Exhibit 16 – 1972 Association Letter	Tab 18
15	Exhibit 17 – July 18, 2003 Letter	Tab 19
16	Exhibit 18 – August 11, 2003 Allan Rigg Memorandum	Tab 20
17	Exhibit 19 – April 14, 2009 Letter	Tab 21
18	Exhibit 20 – September 19, 2011 Letter	Tab 22
19	Exhibit 21 – April 19, 2012 Palos Verdes Homes Association Resolution.....	Tab 23
20	Exhibit 22 – May 2, 2012 Panorama Trust Document	Tab 24
21	Exhibit 23 – February 19, 2013 Planning Commission Staff Report	Tab 25
22	Exhibit 24 – March 7, 2013 Rockey & Wahl Letter.....	Tab 26
23	Exhibit 25 – Special Interrogatories, Set One Propounded on the City of	
24	Palos Verdes Estates	Tab 27
25	Exhibit 26 – The City of Palos Verdes Estates' Responses to Special	
26	Interrogatories, Set One.....	Tab 28
27	Exhibit 27 – April 11, 2014 Minute Order	Tab 29
28	Exhibit 28 – May 21, 2014 Reporter's Transcript	Tab 30

Exhibit 29 – Notice of Entry of Dismissal..... Tab 31
Exhibit 30 – October 31, 2014 Letter to Palos Verdes Homes Association
regarding the District..... Tab 32

Plaintiffs are informed and believe that all of the foregoing documents are in the possession of the parties herein.

SPECIAL INTERROGATORY No. 26.:

Do YOU contend that Defendants Robert Lugliani and Delores A. Lugliani, as co trustees of the The Lugliani Trust; Thomas J. Lieb, Trustee, the Via Panorama Trust U/DO May 2, 2012, have maintained a nuisance per se on the PROPERTY, and state all facts that support your contention.

RESPONSE TO SPECIAL INTERROGATORY No. 26.:

Yes. On June 14, 1940, the Association conveyed a number of parks to the City of Palos Verdes Estates (“City”) in multiple grant deeds. The properties conveyed by the Association to the City on June 14, 1940 included the Panorama Parkland. The properties conveyed by the Association to the City on June 14, 1940 included Lot A of Tract 7540. The properties conveyed by the Association to the City on June 14, 1940 included Lot A of Tract 8652. The June 14, 1940 deeds conveying property from the Association to the City included restrictions on the future use and ownership of the conveyed property. Specifically, the June 14, 1940 deeds state:

- That the transferred property “is to be used and administered forever for park and/or recreation purposes...”
- That “no buildings, structures or concessions shall be erected, maintained or permitted” on the parkland “except such as are properly incidental to the convenient and/or proper use of said realty for park and/or recreation purposes.”
- That the transferred property “shall not be sold or conveyed, in whole or in part...except to a body suitably constituted by law to take, hold, maintain and regulate

public parks...”

- That, with written permission, a property owner abutting the park may construct paths or landscaping on the conveyed property as a means of improving access to or views from such property. Such improvements must not impair or interfere with the use and maintenance of said realty for park and/or recreations purposes.
- That none of the use or ownership restrictions set forth in the June 14, 1940 deeds may be changed by the City or the Association even if the Association complies with its own internal procedures for modifying land use restrictions and obtains the written consent of two-thirds of the property owners.
- That any breach of the use or ownership conditions “shall cause said realty to revert to the” Association.
- That the deed restrictions “inure to and pass with said property and each and every parcel of land therein, and shall apply to and bind the respective successors in interest of the parties hereto, and are...imposed upon said realty as a servitude in favor of said property and each and every parcel of land therein as the dominant tenement or tenements.”

The June 14, 1940 deeds do not contain any text or provision that authorizes the transfer of parkland to a private party for private purposes. Notably absent from the June 14, 1940 deeds are:

- Any express provision authorizing the City or Association to “swap” parkland properties.
- Any express provision authorizing the City or Association to convey parks as part of a resolution of litigation.
- Any express provision authorizing the City or Association to convey parks to fund budgetary shortfalls for school districts.

The City passed Resolution No. 12 formally accepting the deeds and confirming the land use restrictions. Resolution No. 12 re-states verbatim each of the land use restrictions set forth above.

Moreover, Plaintiffs are informed and believe that prior to the illegal settlement that is the subject of this litigation, the City and Association viewed the encroachment on AREA A to be in violation of the deed restrictions and a nuisance. Plaintiffs are further informed, believe and thereon allege that the CITY and ASSOCIATION have, through conduct and statements, take the position that the land use restrictions for CITY parkland are mandatory and not discretionary. The sources of Plaintiffs and Petitioners' information and belief are as follows:

a. On November 22, 1972, the ASSOCIATION wrote to the then owners of the 900 VIA PANORAMA PROPERTY citing "the apparent use of dedicated parkland to serve" private property "and the possible illegal location of the new garage structure."

b. On November 22, 1972, the CITY wrote to the then owners of the 900 VIA PANORAMA PROPERTY to complain about illegal construction on public parkland.

c. On December 19, 1972, the ASSOCIATION wrote to the CITY about the illegal improvements to the 900 VIA PANORAMA PROPERTY and complained that "the use of parkland for the benefit of a single private residence is not consistent with the intent of the deed restrictions and such use should be disallowed..."

d. On August 14, 1973, the CITY, through its City Council, voted to order the then owners of the 900 VIA PANORAMA PROPERTY to remove the illegal construction on the parkland and restore it to its original condition.

e. In 1993, the CITY enacted a policy to remove illegal encroachments from parkland. The 1993 process called for gradual removal when an encroaching property subjected itself to the planning commission for a project review, when the encroachments fell into disrepair or when the encroachments were modified.

f. On July 17, 2003, Allan Rigg, who then identified himself as the CITY Engineer, opened a code enforcement complaint for AREA A for "Parkland Encroachment."

g. In August 11, 2003, Allan Rigg, the CITY's Public Works Director, wrote a staff report detailing, in his words, "the illegal improvements on the parklands adjacent to

1 900 Via Panorama.” Mr. Rigg’s August 11, 2003 report details that the land restrictions
2 governing the property next to 900 Via Panorama “legally bind the City to keep these areas
3 free of fences, walls, or any other private usage.” Mr. Rigg’s report goes on to say that, “The
4 City has not and will not grant any permits for permanent private occupation of City
5 Parklands as we are legally bound to keep these areas open to the public.”

6 h. On October 25, 2005, Allan Rigg authored a CITY memo in support of the
7 City’s policy on removal of unauthorized encroachments on CITY parkland. The memo
8 describes how 849 acres of CITY parkland was “dedicated to the City by the Palos Verdes
9 Homes Association, subject to the deed restriction that these areas must be perpetually
10 maintained for the public to enjoy. The deed restrictions further stipulated that should any
11 open space be privately occupied, ownership would revert to the original owner: the Homes
12 Association. The City wholeheartedly accepted this condition, recognizing the value to the
13 community in preserving its open space.” The memo goes on to state that, “Over the years
14 encroachments into the parklands, by private residents, have occurred in various forms.
15 These encroachments violate the City code and the deed restrictions, but more importantly
16 they rob the community of public land which exists for the use and enjoyment of all.” The
17 memo also notes that Section 12.04.010 of the CITY’s Municipal Code “does not allow the
18 permanent private occupation of City property without a permit. When the City is made
19 aware of any modification underway to an existing unauthorized encroachment, removal of
20 the entire encroachment is required.” The 2005 memo noted that many community
21 members complained about the encroachments. These residents “contend that the City’s
22 allowance of these encroachments to continue to exist constitutes a ‘taking’ from the public
23 of the open space designated for their use. These sentiments echo the deed restrictions
24 placed on the parklands by the Palos Verdes Homes Association.”

25 i. On November 8, 2005, the CITY passed resolution R05-32 which adopted a
26 policy for the removal of unauthorized encroachments in the City’s parklands. The second
27 recital in the resolution notes that, “the City owns 849 acres of parklands that comprise much
28 of the open space and are deed-restricted to remain open for the public’s use...” The

1 comply with...”

2 o. On April 14, 2009, Allan Rigg, Public Works and Planning Director for the
3 CITY, wrote to the 900 VIA PANORAMA PROPERTY OWNERS and reminded them of
4 their obligation to remove the illegal encroachments by no later than September 8, 2011. The
5 letter noted that the encroachments “violate the deed restrictions, which the City must legally
6 comply with...”

7 p. On September 19, 2011, Joe Mendoza, Code Enforcement Officer for the
8 CITY wrote to the 900 VIA PANORAMA PROPERTY OWNERS and warned of the
9 CITY’s intent to initiate nuisance abatement procedures if the encroachments were not
10 removed.

11 q. By the end of September 2011, the 900 VIA PANORAMA PROPERTY
12 OWNERS had still not eliminated the illegal encroachment and the CITY was poised to
13 commence legal nuisance abatement procedures. Bulldozers began the abatement, and some
14 structures were removed before the removal efforts ceased.

15
16 **SPECIAL INTERROGATORY No. 27.:**

17 Identify all witnesses by stating their name, address, telephone number and email
18 address, who have knowledge of those facts.

19
20 **RESPONSE TO SPECIAL INTERROGATORY No. 27.:**

21 Plaintiffs object that this question is not complete in and of itself as required by the
22 Code of Civil Procedure. It impermissibly incorporates a prior question and response.
23 Subject to and without waiving said objection, Plaintiffs respond as follows:

24 John Harbison is the representative of CEPC with the most knowledge concerning
25 the illegal actions by the City of Palos Verdes Estates and the Palos Verdes Homes
26 Association. Other persons with knowledge include:

27 A. The members of the Palos Verdes Estates City Council that voted to approve
28 the MOU and authorized the signing of the deeds in question;

1 B. The members of the Board of Directors for the Palos Verdes Homes
2 Association that voted to approve the MOU and authorized the signing of the deeds in
3 question;

4 C. The members of the Palos Verdes Peninsula Unified School District Board
5 that voted to approve the MOU and authorized the signing of the deeds in question;

6 D. Frank Zerunyan, the architect of the ill-conceived plan to sell public parkland
7 to his clients for private purposes;

8 E. Christi Hogin, the attorney for the City of Palos Verdes Estates who approved
9 the ill-conceived plan to sell public parkland to a private party for private purposes;

10 F. Sidney Croft, the attorney for the Palos Verdes Homes Association who
11 approved the ill-conceived plan to sell public parkland to a private party for private purposes;
12 and

13 G. Allan Rigg, a former city employee who previously enforced the City's land use
14 restrictions.

15 Plaintiffs have access to the name, address, telephone number and email address of
16 each of these persons.

17
18 **SPECIAL INTERROGATORY No. 28.:**

19 Identify all documents and other tangible things that support those facts, and the
20 name, address, telephone number and email address, of all persons who have each document
21 or thing.

22
23 **RESPONSE TO SPECIAL INTERROGATORY No. 28.:**

24 Plaintiffs object that this question is not complete in and of itself as required by the
25 Code of Civil Procedure. It impermissibly incorporates a prior question and response. The
26 question is also compound because it asks Plaintiffs to both identify documents and the
27 persons who may have them. Subject to and without waiving said objection, Plaintiffs
28 respond as follows:

1	The following documents, Exhibits 1 – 30, which were attached to the Plaintiffs’	
2	summary judgment motion herein,	
3	Exhibit 1 – Second Amended Complaint.....	Tab 3
4	Exhibit 2 - Area Map	Tab 4
5	Exhibit 3 - Legal Description of Panorama Parkland.....	Tab 5
6	Exhibit 4 - Bolton Engineering Map of Panorama Parkland	Tab 6
7	Exhibit 5 -- Tract 8652 CC&R’s	Tab 7
8	Exhibit 6 -- Tract 7540 Deed	Tab 8
9	Exhibit 7 -- Tract 8652 Deed	Tab 9
10	Exhibit 8 -- Resolution 12.....	Tab 10
11	Exhibit 9 -- Quitclaim Deed from City to Association.....	Tab 11
12	Exhibit 10 - Grant Deed from Association to Lieb.....	Tab 12
13	Exhibit 11 -- Judgment dated September 22, 2011.....	Tab 13
14	Exhibit 12 -- Executed Memorandum of Understanding.....	Tab 14
15	Exhibit 13 -- Lugliani Answer to Second Amended Complaint.....	Tab 15
16	Exhibit 14 -- Palos Verdes Homes Association Answer to Second	
17	Amended Complaint.....	Tab 16
18	Exhibit 15 -- City of Palos Verdes Estates Answer to Second Amended	
19	Complaint.....	Tab 17
20	Exhibit 16 -- 1972 Association Letter.....	Tab 18
21	Exhibit 17 -- July 18, 2003 Letter	Tab 19
22	Exhibit 18 -- August 11, 2003 Allan Rigg Memorandum	Tab 20
23	Exhibit 19 -- April 14, 2009 Letter.....	Tab 21
24	Exhibit 20 -- September 19, 2011 Letter.....	Tab 22
25	Exhibit 21 -- April 19, 2012 Palos Verdes Homes Association Resolution.....	Tab 23
26	Exhibit 22 -- May 2, 2012 Panorama Trust Document	Tab 24
27	Exhibit 23 -- February 19, 2013 Planning Commission Staff Report.....	Tab 25
28	Exhibit 24 -- March 7, 2013 Rockey & Wahl Letter.....	Tab 26

Exhibit 25 – Special Interrogatories, Set One Propounded on the City of	
Palos Verdes Estates	Tab 27
Exhibit 26 – The City of Palos Verdes Estates’ Responses to Special	
Interrogatories, Set One.....	Tab 28
Exhibit 27 – April 11, 2014 Minute Order	Tab 29
Exhibit 28 – May 21, 2014 Reporter’s Transcript.....	Tab 30
Exhibit 29 – Notice of Entry of Dismissal.....	Tab 31
Exhibit 30 – October 31, 2014 Letter to Palos Verdes Homes Association	
regarding the District.....	Tab 32

Plaintiffs are informed and believe that all of the foregoing documents are in the possession of the parties herein.

DATED: February 27, 2015

BROEDLOW LEWIS LLP

By:


Jeffrey Lewis

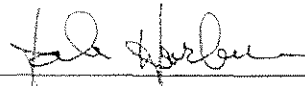
Attorneys for Plaintiff
Citizens for Enforcement of Parkland
Covenants

VERIFICATION

I, John Harbison, am a Plaintiff herein and member of Plaintiff Citizens for Enforcement of Parkland Covenants ("CEPC"). I am authorized to make this verification on behalf of CEPC. I have read and I am familiar with the Responses to Defendant Palos Verdes Homeowners Association's Special Interrogatories, Set One ("Responses"). I am informed and believe that the Responses are true and correct.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 27th day of February, 2015, at PALOS VERDES ESTATES California.



John Harbison

Last Name	First Name	PVE RES	Non PVE
Allen	Thomas	1	
Barnett	Tom	1	
Bena	Peter	1	
Benjamin	Patricia	1	
Brusavich	Bruce	1	
Brusavich	Deborah	1	
Butler	Mary		1
Caterson	Karl	1	
Chang	Dorothy	1	
Chang	Nien Chih	1	
Choate	Cynthia		1
Cohen	Sydlee	1	
Cook	Richard	1	
Culler	Don	1	
Culler	Phyllis	1	
Culver	Barbara	1	
Donahue	Jerry	1	
Dotson	Linda	1	
Fasoletti	Dario	1	
Fay	Richard	1	
Gagnon	Joseph	1	
George	Zugsmith		1
Goldstein	David	1	
Goldstein	Marcia	1	
Gralow	Ruth	1	
Guzzino	Kim	1	
Guzzino	Maryam	1	
Harbison	John	1	
Harbison	Renata	1	
Harbison	Robert	1	
Harmon	Reed	1	
Higgins	Rick	1	
Hinchliffe	Anne	1	
Huang	Mingnan	1	
Huang	Yueh-Ling	1	
Hunter	Erin	1	
Interion	Lorna	1	
Johnson	Jarret	1	
Jung	Inhee	1	
Jung	Kyu Sik	1	
Kleinman	Carol	1	
Kleinman	David E.	1	
Kohr	Cheryl	1	
Kurkchiev	Theodora	1	
Lanigan	Kevin	1	
Leatherbury	Leven	1	
Leatherbury	Tina	1	
Lewis	Mike	1	
Logan	Robert	1	
Mack	Vickie	1	
Masuda	Melvyn	1	
Melton	Catherine	1	
Melton	Linwood	1	
Miller	Karen	1	
Miller	Tom	1	

Last Name	First Name	PVE RES	Non PVE
Moore	Corey	1	
Moore	Susan	1	
Morris	Bob	1	
Patton	Bill		1
Patton	Sandy		1
Petillon	Lee	1	
Phillips	Shawn	1	
Ramsdell	Clay	1	
Ramsdell	Heather	1	
Ream	Lucille	1	
Reeves	Emily T.	1	
Richardson	Sylvia	1	
Schott	Ried	1	
Scribe	Phyllis	1	
Severns	Anne	1	
Severns	Mark	1	
Smoke	Margaret		1
Smoke	Stephen		1
Stanley	Mari		1
Sugimoto	Monique	1	
Tedesco	Sharon	1	
Teles	Colleen		1
Tsutsui	Fred	1	
Tsutsui	Peggy	1	
Uharriet	John	1	
Uharriet	June	1	
Wasserman	Gail	1	
Wasserman	Karl	1	
Yarber	Sharon		1
		<hr/>	
		74	10

1 **PROOF OF SERVICE**

2 *Citizens for Enforcement of Parkland Covenants v. City of Palos Verdes Estates, et al.*
3 Los Angeles Superior Court Case No. BS142768

4 I, Jason R. Ebbens, declare that I am over the age of 18 years, employed in the County
5 of Los Angeles, and not a party to the within action; my business address is 734 Silver Spur
6 Road, Suite 300, Rolling Hills Estates, CA 90274.

7 On February 27, 2015, I served the foregoing: **PLAINTIFFS' RESPONSES TO**
8 **SPECIAL INTERROGATORIES, SET ONE PROPOUNDED BY DEFENDANT**
9 **PALOS VERDES HOMES ASSOCIATION** on the interested parties in this action by
10 placing ☐ the original ☒ a true copy thereof, enclosed in a sealed envelope with postage pre-
11 paid, addressed as follows:

12 * *See Attached Service List* *

13 ☒ BY MAIL. I am readily familiar with this law firm's practice for collection and
14 processing of correspondence for mailing with the U. S. Postal Service. The within
15 correspondence will be deposited with the U. S. Postal Service on the same day shown
16 on this affidavit, in the ordinary course of business. I am the person who sealed and
17 placed for collection and mailing the within correspondence on this date at Palos
18 Verdes, California, following ordinary business practices.

19 ☐ BY OVERNITE EXPRESS/FEDERAL EXPRESS. The within correspondence will
20 be deposited with Overnight Express on the same day shown on this affidavit, in the
21 ordinary course of business. I am the person who sealed and placed for collection and
22 mailing the within correspondence on this date at Palos Verdes, California, following
23 ordinary business practices.

24 ☒ (STATE) I declare under penalty of perjury under the laws of the State of California
25 that the foregoing is true and correct.

26 Executed on February 27, 2015, in Los Angeles County, California.

27
28

Jason R. Ebbens

SERVICE LIST

(Page 1 of 1)

Citizens for Enforcement of Parkland Covenants v. City of Palos Verdes Estates, et al.
Los Angeles Superior Court Case No. BS142768

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*Attorneys for Defendants and Real Parties in
Interest:*

**Robert Lugliani and Delores A. Lugliani
as co-trustees of The Lugliani Trust**

**Thomas J. Lieb, Trustee, The Via
Panorama Trust U/Do May 2, 2012**