SUPREME COURT
FILED

OCT 9 - 2019

Jorge Navarrete Clerk

Deputy

IN THE SUPREME COURT OF THE STATE OF CALIFORNIA

JOSE M. SANDOVAL, Plaintiff and Appellant vs. QUALCOMM INCORPORATED, Defendant and Respondent	)	Supreme Court Case #S252796 Fourth Appellate District, Division 1, Case # D070431 Superior Court of San Diego County, Case# 37-2014-00012901-CU-PO-CTL

ON REVIEW AFTER A DECISION BY THE FOURTH APPELLATE DISTRICT

SUPERIOR COURT OF SAN DIEGO COUNTY,
THE HONORABLE JOEL WOHLFEIL, JUDGE

APPLICATION OF CALIFORNIA ASSOCIATION OF REALTORS® FOR LEAVE TO FILE A BRIEF AS *AMICUS CURIAE* IN SUPPORT OF DEFENDANT

JUNE BABIRACKI BARLOW, Esq., Bar No. 093472
SENIOR VICE PRESIDENT AND GENERAL COUNSEL
NEIL KALIN, Esq., Bar No. 119920
ASSISTANT GENERAL COUNSEL
525 South Virgil Avenue
Los Angeles, California 90020
Telephone: (213) 739-8200
Email: juneb@car.org

Attorneys for CALIFORNIA ASSOCIATION OF REALTORS®

I. INTRODUCTION AND NATURE OF C.A.R.'S INTEREST

The California Association of REALTORS® ("C.A.R.") respectfully files this application pursuant to Rule 8.520(f) of the California Rules of Court, to submit the attached amicus curiae brief in support of Defendant.

C.A.R. is a voluntary trade association whose membership consists of approximately two hundred thousand (200,000) persons licensed by the State of California as real estate brokers and salespersons and the local Associations of REALTORS® to which those members belong.

C.A.R. advocates for the real estate industry in court by bringing to a court's attention the perspective of the industry rather than the singular perspective of a litigant. C.A.R. also advocates in this same way on behalf of property owners. C.A.R. does so for two reasons, among others. First, C.A.R.'s mission includes preservation of real property rights as one of its goals.[1] Second, because C.A.R.'s members' business interests depend upon owners of property, it also serves C.A.R.'s purpose, in appropriate cases, to stand up for the owners' assertion of their own property rights.[2] For example, last year, C.A.R. submitted, and this Court permitted the filing of, an amicus brief in the case of Gonzalez v Mathis, S247677, another case, like this one, in which this Court is asked to interpret the implications of *Privette v Superior Court*, and its progeny. C.A.R.'s involvement now is as appropriate as it was then.

In this case, not only are property owners everywhere in California at risk, be it for more claims, increased liability or higher insurance costs, but so are real estate licensees because the holding of the case can just as

---

[1] https://car.org/en/aboutus/mission
[2] *Id.*

easily be extended to apply to those who, on behalf of an owner, hire independent contractors to perform work on real property. Members of C.A.R. assist the public in buying, selling, leasing and managing residential real estate. In these roles, a real estate licensee is often looked to by property owners and others for recommendations to service providers who may make inspections or repairs that become necessary during a transaction. It is not uncommon for a real estate agent's client to delegate to the real estate licensee the task of hiring an approved service provider. Performing that hiring task exposes the real estate licensee under the rule espoused by Plaintiff and adopted by the Court below. Given that, as established in the attached brief, the number of residential properties sold in California is well in excess of 400,000 per year, it is understandable that C.A.R. has an interest in the outcome of this case.

As this case potentially impacts real estate licensees (directly and indirectly), C.A.R. has an interest in supporting Defendant. The industry perspective that C.A.R. can contribute is not duplicative of arguments already made to this Court and should be helpful to the Court in reaching a just decision.

II. IDENTIFICATION OF AUTHORS AND MONETARY CONTRIBUTORS

No party or counsel for a party in the pending appeal authored the proposed *amicus* brief in whole or part, and no party or counsel for a party in the pending appeal made a monetary contribution intended to fund the preparation or submission of the brief. C.A.R. has entirely funded the

preparation and submission of this proposed *amicus* brief without any monetary contribution from any other person or entity.

III. REQUEST FOR PERMISSION TO FILE

C.A.R. has read Plaintiff's and Defendant's briefs and believes that, as a representative body of the real estate brokerage community, it can provide an important perspective to this Court. Therefore, C.A.R. respectfully requests that this Court accept for filing the accompanying *amicus curiae* brief in support of Defendant.

Respectfully submitted,

CALIFORNIA ASSOCIATION OF REALTORS®
JUNE BABIRACKI BARLOW, SENIOR VICE PRESIDENT AND GENERAL COUNSEL, SBN 093472
NEIL KALIN, ASSISTANT GENERAL COUNSEL, SBN 119920

By:

Neil Kalin

IN THE SUPREME COURT
OF THE STATE OF CALIFORNIA

JOSE M. SANDOVAL,	)	Supreme Court
	)	Case # S252796
Plaintiff and Appellant	)	
	)	Fourth Appellate District,
	)	Division 1, Case # D070431
vs.	)	
	)	Superior Court of San Diego
	)	County, Case# 37-2014-
	)	00012901-CU-PO-CTL
QUALCOMM INCORPORATED,	)	
	)	
Defendant and Respondent	)	

ON REVIEW AFTER A DECISION BY THE FOURTH APPELLATE DISTRICT

SUPERIOR COURT OF SAN DIEGO COUNTY,
THE HONORABLE JOEL WOHLFEIL, JUDGE

BRIEF OF CALIFORNIA ASSOCIATION OF REALTORS® AS *AMICUS CURIAE* IN SUPPORT OF DEFENDANT

JUNE BABIRACKI BARLOW, Esq., Bar No. 093472
SENIOR VICE PRESIDENT AND GENERAL COUNSEL
NEIL KALIN, Esq., Bar No. 119920
ASSISTANT GENERAL COUNSEL
525 South Virgil Avenue
Los Angeles, California 90020
Telephone: (213) 739-8200
Email: juneb@car.org

Attorneys for CALIFORNIA ASSOCIATION OF REALTORS®

TABLE OF CONTENTS

I. INTRODUCTION AND FACTUAL SUMMARY 4

II. AN OWNER THAT PREPARES ITS PROPERTY FOR WORK BY AN INDEPENDENT CONTRACTOR SHOULD NOT BE HELD LIABLE FOR INJURY TO A WORKER EMPLOYED BY THE INDEPENDENT CONTRACTOR UNLESS THE PREPARATION AFFIRMATIVELY CONTRIBUTED TO THE WORKER'S INJURIES. 6

A. The Justification for *Privette* Is That An Injured Worker Will Be Compensated Regardless Of Fault. The Justification for The Exceptions to *Privette* Is That An Otherwise Non-Liable Person Will Be Held Liable If That Person Has A High Degree Of Blame 6

B. The Policies Above Can Be Amply Illustrated by Example 8

III. THE POTENTIAL IMPACT OF THIS CASE EXTENDS WELL BEYOND THE PARTIES TO IT, OR EVEN ANY CORPORATE DEFENDANT, AND CAN EASILY BE APPLIED TO THOUSANDS OF RESIDENTIAL PROPERTY OWNERS AND THEIR CHOSEN REAL ESTATE AGENTS..... 11

IV. CONCLUSION 14

TABLE OF AUTHORITIES

Cases

Gonzalez v Mathis, S 247667 11

Gravelin v Satterfield,
(2011) 200 Cal.App.4th 1209 8

Hooker v. Dept. of Transportation,
(2002) 27 Cal.4th 198 .... 4, 7, 8

Kinsman v. Unocal Corp.,
(2005) 37 Cal.4th 659 .... 4, 7

Privette v. Superior Court,
(1993) 5 Cal.4th 689 4

Regalado v. Callaghan,
(2016) 3 Cal.App.5th 582 7

Other Authorities

C.A.R. website – Housing Market Forecast page,
https://www.car.org/en/marketdata/marketforecast 13

U.S. Census Bureau 11

U.S. Census Bureau,
https://data.census.gov/cedsci/ 11

I. INTRODUCTION AND FACTUAL SUMMARY

Hirers of independent contractors to perform work on real estate, even inherently dangerous work, are ordinarily not liable for injuries sustained by the employees of the independent contractor. *Privette v. Superior Court*, (1993) 5 Cal.4th 689. Judicial exceptions to this rule have been created for unique circumstances where the property owner retains control of the worksite and affirmatively contributes to the injury or is otherwise blameworthy. *Hooker v. Dept. of Transportation*, (2002) 27 Cal.4th 198; *Kinsman v. Unocal Corp.*, (2005) 37 Cal.4th 659.

The theory espoused by Plaintiff would result in the exception swallowing the rule. No longer would the exceptions apply to narrow circumstances but could be alleged in all instances of injury to employees of independent contractors. This Court must denounce Plaintiff's legal theory, abide by existing precedent, and only permit liability where actions of the property owner or hirer affirmatively contribute to the injury or its cause.

The essential facts are undisputed. Rather than restate here all the explicit details already covered adequately in the Opening and Answering briefs, C.A.R. will instead highlight the key points for purposes of this brief.

Defendant Qualcomm hired TransPower, an experienced and licensed contractor, to upgrade a switchgear on Defendant's property. Frank Shargi, a TransPower principal with years of experience working on the switchgear, hired Plaintiff, Jose Sandoval, to help him inspect a circuit in the switchgear. Defendant's crew de-energized the specific circuit to be inspected and one of Defendant's employees explained to Shargi which circuits were live and which were not. Then Defendant's employee left the work site. Unbeknownst to Defendant, and wholly unexpected and unanticipated, Shargi, without telling

Plaintiff, then proceeded to open another part of the switchgear with a live circuit. When Plaintiff approached the open, active circuit with a metal object, tragedy happened; an arc flash sent electricity from the open, active circuit to Plaintiff causing him serious injury.

Plaintiff asserts that despite *Privette* and its progeny, Defendant could be held liable under a negligence theory for its actions, or rather inaction, when it retained control over the worksite. Under Plaintiff's theory of recovery, every injured employee of an independent contractor hired to perform work on a property could claim recovery not just based on affirmative contribution, but on failure to act.

There are two problems with this theory. First, case law is clear that even if a property owner retains control of a worksite, it is only liable if its actions affirmatively contributed to the injury. In the absence of such affirmative contribution, there is no factual issue to be tried. As between the owner and the independent contractor, only the independent contractor is liable in tort to the injured employee. Second, preparing a worksite for independent contractors does not equate to retaining control of the worksite.

If this Court affirms Plaintiff's theory of the case, then property owners of all kinds will be subject to the expense and trauma of defending through trial every claim of an injured employee of an independent contractor performing work on the owner's property, regardless of the judicial policy established by this Court and by and through subsequent courts.

If Plaintiff's position is adopted, there is a realistic potential to unnecessarily expose hundreds of thousands of unexpecting residential property owners to the risk of devastating consequences, such as a greater number of lawsuits and increased costs of liability insurance. In addition to the residential property owners, their hired staff and agents will also become potential targets for

lawsuits. The reach of this Court's decision will be far and wide and may not have been sufficiently considered by the Appellate Court. The judicial policy espoused by the Plaintiff is flawed, inconsistent with existing case law and policy, and inappropriate even when applied in the instant case and numerous other similar circumstances.

II. AN OWNER THAT PREPARES ITS PROPERTY FOR WORK BY AN INDEPENDENT CONTRACTOR SHOULD NOT BE HELD LIABLE FOR INJURY TO A WORKER EMPLOYED BY THE INDEPENDENT CONTRACTOR UNLESS THE PREPARATION AFFIRMATIVELY CONTRIBUTED TO THE WORKER'S INJURIES.

A. The Justification for *Privette* is That an Injured Worker Will Be Compensated Regardless of Fault. The Justification for the Exceptions to *Privette* is That an Otherwise Non-Liable Person Will Be Held Liable if That Person Has a High Degree of Blame.

In *Privette*, the California Supreme Court held that while the hirer of an independent contractor to perform inherently dangerous work may be liable to third parties who are injured by those performing the work, the same rule does not apply to injured employees of the independent contractor. In the former case, the injured innocent bystander is entitled to recovery as against the hirer or property owner, as there may be no means of recovery if the independent contractor is insolvent. In the latter case, statutory compensation should already be provided through the California Workers' Compensation system and it would be unfair to impose greater liability on the property owner than the contractor whose negligence led to the injury.

Two cases subsequently decided by this High Court limited the circumstances in which a property owner can avoid liability for injury to an employee of a contractor performing work on the hirer's property. In *Hooker v. Dept. of Transportation*, (2002) 27 Cal.4th 198, the High Court determined that the property owner may nonetheless be liable, notwithstanding *Privette*, if the property owner retained control over the worksite and affirmatively contributed to the injury. In *Kinsman*, it was decided that the property owner could nonetheless incur liability for failure to disclose a concealed dangerous condition. Factually, the case before this Court does not concern a concealed dangerous condition so arguably *Kinsman* is inapplicable, but conceptually it might still have relevance.

What do *Hooker* and *Kinsman* have in common? The courts have found that it is unfair to excuse the owner from liability if the owner affirmatively contributed to the injury or its cause or concealed (or at least did not reveal) a known dangerous condition. In other words, an owner can be liable if the owner in some significant way is blameworthy or responsible for the injury. Otherwise, California courts are required to follow the *Privette* philosophy that allocates liability to those (the independent contractor hired to perform the work) who are in a better position to prevent or guard against the injury, or at least insure around it through the Workers' Compensation system.

Two lower court cases are illustrative. In *Regalado v. Callaghan*, (2016) 3 Cal.App.5th 582, a property owner was liable to the injured employee of the independent contractor. The property owner had installed a below ground vault to store a swimming pool heater and equipment. The owner did so without permit, and evidence showed the below ground storage container would not have been approved because of the safety danger it caused by capturing escaping propane used to fuel the heater. Holding the individual property owner liable was consistent with *Hooker* because the owner had engaged in an affirmative act, installing the vault <u>improperly</u>, and the act directly led to the injury of the

independent contractor. In another case, *Gravelin v Satterfield*, (2011) 200 Cal.App.4th 1209, a homeowner was not liable for injuries to the employee of an independent contractor caused when an unpermitted structure gave way because the only evidence presented was that the structure did not have a permit, but no evidence that the structure was built in such a way as to violate the code. Therefore, there was no affirmative act proven that could be attributed to the injury. A non-act, failure to obtain a permit, was not enough to create liability.

Plaintiff in the case before this Court alleges liability based on non-acts, such as failure to post warning signs or failure to observe the contractor at all times (Answer Brief on the Merits, at pp. 16-17, 32-36). But, as *Gravelin* and *Regalado* show, failure to act is not sufficient to create liability. *Hooker* is clear that there must be an affirmative contribution.

B. The Policies Above Can Be Amply Illustrated by Example.

Example 1. Imagine an elderly couple that wakes up one morning to discover water dripping into their home presumably due to a roof leak. Having experienced such a problem before, and not wanting to replace the entire roof, the couple calls the roofing contractor who previously patched a past roof leak. Remembering that the contractor accessed the roof via a ladder from the front of the house, the couple get up early in the morning before the roofer arrives for the job and sweep away dirt and debris from the walkway leading from the front of the house to a side gate. They greet the contractor upon arrival, exchange pleasantries and leave the contractor and employee to get to work. As a friendly reminder, before going back inside, the couple reminds the contractor that the

lawn had just been watered that morning and to be careful because the grass is slippery. The contractor goes to his truck, unlashes the ladder and proceeds to plant it directly on the newly watered grass rather than the freshly cleaned walkway. As the employee climbs the ladder with a bucket of tar, the ladder footing slips and down comes the employee landing face-first on the cement walkway.

Under *Privette*, our imaginary workman would have to look to the roofing contractor for compensation. Under Plaintiff's theory of property owner liability, the mere fact that the octogenarians swept the sidewalk would in and of itself give them control of the worksite and make them liable for not specifically warning the employee about the dangers of climbing a ladder placed on a wet surface. Neither is nor should be true. Making part of the worksite safe should not make a homeowner responsible for the rest of the worksite and the act of making part of the worksite safe should not make a homeowner liable for failing to disclose to everyone entering the worksite all potential dangers that may arise.

<u>Example 2</u>. Mom and Pop own a fourplex. They live in one unit and rent out the other three. The rental income helps pay for the mortgage and then some, providing some stable income that Mom and Pop intend to use in retirement. A tenant in unit 4 complains about a potential problem in the electrical system after the microwave oven in that unit shorts out and starts a small fire. Using an app

on their smart phone, Mom and Pop immediately contact an electrician who agrees to check out the problem the next day. The electrical panels for all four units are inside a storage room. Not wanting to inconvenience themselves or the other two tenants, Mom and Pop arrange to shut off the power to unit 4 after the tenants leave for work. Before they can do so, however, they need to clear out years' worth of junk accumulated in the storage room. Of course, Mom and Pop could have the electrician do so, but that seems like a waste of time, and a poor use of Mom and Pop's money to pay an electrician's hourly rate to move boxes.

When the electrician arrives, with an apprentice, Mom and Pop show them to unit 4. While the apprentice gets some equipment off the truck, Mom and Pop show the electrician the electrical panel and indicate they have already shut the main switch for unit 4. They then retreat to the peace and tranquility of their home. The electrician orders the apprentice to confirm that there is no electricity flow before investigating the wiring around the microwave. "How do I do that?" asks the apprentice. Sarcastically, the electrician replies, "Stick a knife into the outlet." The hapless apprentice does what he is told and calls out to the electrician that there is no electricity. The electrician then flips the master switch and calls to the apprentice to "Try it now." When the apprentice does so, he gets a shocking surprise.

Under Plaintiff's theory of owner liability, Mom and Pop have retained control over the entire worksite merely because they made the worksite safer, in advance, by shutting off the electricity to unit 4 and by clearing the boxes out of

the storage room. Further, the fact that there is an intervening act, the miscommunication between the electrician and the apprentice and the returning power to the worksite is irrelevant. By failing to observe the progress of the work (presumably one at the unit and one at the electrical panel) and warning the apprentice not to do something stupid, Mom and Pop were negligent and responsible for the injury. Once again, neither is nor should be true. Helpful assistance that enables an independent contractor to focus on the work at hand is not exerting control over the operations of the contractor. Further, sitting in one's home, watching TV, is not failure to supervise, it is allowing the independent contractor to do its work uninterrupted. Plaintiff's theory of liability is unfair, unjust and unacceptable.

III. THE POTENTIAL IMPACT OF THIS CASE EXTENDS WELL BEYOND THE PARTIES TO IT, OR EVEN ANY CORPORATE DEFENDANT, AND CAN EASILY BE APPLIED TO THOUSANDS OF RESIDENTIAL PROPERTY OWNERS AND THEIR CHOSEN REAL ESTATE AGENTS.[1]

The U.S. Census Bureau estimates that there are over 9,000,000 (attached and detached) single family residences in California.[2] The homeowners living in

---

[1] In December 2018, C.A.R. wrote an amicus brief in another case (*Gonzalez v. Mathis*, S 247667) before this Court involving property owner liability to an injured worker of an independent contractor hired to perform work on the owner's property. The implications of that case also had widespread application. This section of C.A.R.'s brief borrows extensively from the relevant section of C.A.R.'s brief in the *Gonzalez* case to make the same point as here.

[2] U.S. Census Bureau, https://data.census.gov/cedsci/ (search criteria to retrieve data: U.S. Census Bureau, 2018 American Community Survey, 1-Year Estimates, Table B25024 – Units in Structure, Geography = State of California as a whole.)

these residences maintain their properties, improve their properties, remodel their properties and fix their properties.

There's no doubt that some of the owners of these 9,000,000 homes attempt to care for their properties on their own but common sense dictates that the bigger the project or the greater the perceived complexity or dangerousness of the project, the more likely it is that the homeowners will hire a professional to do the job for them. Why is this?

It does not matter whether one is a lawyer or an accountant, a mechanic or a mechanical engineer, a jurist or a journalist, or a butcher or a baker; we all make a living in our chosen field. We earn money, save money, buy a house if we can and enjoy our lives. When something goes wrong, we generally hire an expert to take care of the problem or expect an insurance company to do so. In some cases, a few hardy (or some would say "fool-hardy") souls venture to tackle the project themselves. The do-it-yourselfers who act outside of their area of expertise take a gamble in a way – they trade off expertise for something learned and maybe money saved. Those who hire an expert make another type of trade-off: Whether out of necessity, convenience or other reason, they shift the burden to those possessing an area of expertise. It does not matter if the job is to fix a refrigerator or wash a skylight. It may cost a little more but the person who hires an expert takes comfort in the belief that the expert knows more, is trained to assess the situation and its risks, and can price the job accordingly to factor into account the circumstances.

It is not just those persons staying in their homes who make these decisions. Yearly (based on 2016 statistics), C.A.R. calculates that 417,000 single family residences are sold in California.[3]

When listing a property for sale, the form most often used in California to document that relationship is the C.A.R. Residential Listing Agreement (Exclusive Authorization and Right to Sell), Form "RLA." The RLA authorizes the real estate broker ("broker") to order reports and inspections that would be relevant in a subsequent sale. As real estate licensees often have contact lists and more knowledge than sellers about the local professionals who provide such services to homeowners, it is not uncommon for those same licensees to recommend service professionals to the owner and then contact and hire the service professional on behalf of the owner.

Almost every sale of residential property involves at least a general property inspection and pest control (termite) inspection. Often these inspections lead to specialty inspections such as ones for roof, electrical, plumbing, foundation, pool and the like. Therefore, since *Privette* and its progeny apply not just to property owners but also those who hire independent contractors for property owners, Plaintiff's theory of liability puts thousands of others at risk.

For example, in Example 1 above, it is easy to imagine that the octogenarians are getting ready to sell their house and move to the retirement home of their dreams. Not wanting or knowing how to find a roofer, they ask their real estate agent to make the contact and hope the roofer will accept its fee out of the escrow proceeds. In Example 2 above, it is easy to imagine that Mom and Pop have retired to life in a low-maintenance condo but still rely on income from the fourplex. They hire a property manager to take care of the property and

---

[3] C.A.R. website - Housing Market Forecast page, https://www.car.org/en/marketdata/marketforecast (slide# 84 in the SCRIBD section)

problems. In either case, the real estate licensee who is no more to blame than the property owners themselves would find themselves in legal jeopardy.

This case is not just about Sandoval and Qualcomm, it is about every homeowner and agent taking care of property they own, or in some way manage for others.

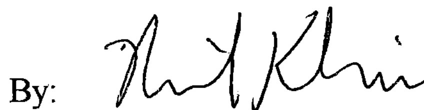
IV. CONCLUSION

While *Privette* is about public policy, the exemptions are about fairness and assessing blame. The blameless, whether a multi-national corporation or an individual property owner or that person's agent, should not be liable for something to which they did not affirmatively contribute. Case law has said they can be held responsible for an affirmative act, but not failure to act or to get more involved. For all the reasons specified in this brief and those specified in Defendant's Opening and Reply briefs, C.A.R. urges this Court to reverse the decision of the Court of Appeal and find in favor of Defendant.

Dated: September 30, 2019

Respectfully submitted,

CALIFORNIA ASSOCIATION OF REALTORS®
JUNE BABIRACKI BARLOW, SENIOR VICE PRESIDENT AND GENERAL COUNSEL, SBN 093472
NEIL KALIN, ASSISTANT GENERAL COUNSEL, SBN 119920

By: 

Neil Kalin
Attorneys for CALIFORNIA ASSOCIATION OF REALTORS® as *Amicus Curiae*

CERTIFICATE OF WORD COUNT

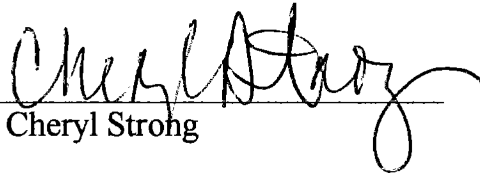
(Cal. Rules of Court Rule 8.204(c)(1))

The text of this brief consists of **<u>3127</u>** words (including footnotes) as counted by the Microsoft Office Word 2016 word-processing program used to generate this brief.

Dated: September 30, 2019

Respectfully submitted,

CALIFORNIA ASSOCIATION OF REALTORS®
JUNE BABIRACKI BARLOW, SENIOR VICE PRESIDENT AND GENERAL COUNSEL, SBN 093472
NEIL KALIN, ASSISTANT GENERAL COUNSEL, SBN 119920

By: 
Cheryl Strong

PROOF OF SERVICE BY MAIL

I, **Cheryl Strong**, am employed in the City and County of Los Angeles, and over the age of eighteen years. I am not a party to the within action. My business address is: 525 South Virgil Avenue, Los Angeles, California, 90020.

On October 1, 2019, I served the within *amicus curiae* brief, addressed to the California Supreme Court from the California Association of REALTORS® regarding:

Jose M. Sandoval v. Qualcomm Incorporated
Supreme Court Case No. S252796
Fourth Appellate District, Division One Case No. D070431
Superior Court of San Diego County, Case No. 37-2014-00012901-CU-PO-CTL

on interested parties in this action by placing one true copy thereof in a sealed envelope, postage thereon fully prepaid, in the United States Postal Service, addressed as follows:

Clerk of the Court
California Court of Appeal
Fourth Appellate District, Division One
750 B Street, Suite 300
San Diego, California 92101

Clerk of the Court
Supreme Court of the State of California
350 McAllister Street
Room 1295
San Francisco, CA 94102-4797

Honorable Joel Wohlfeil
Hall of Justice
SIXTH FLOOR
330 W. Broadway
San Diego, CA 92101

Daniel Patrick Powell
Thon Beck Vanni Callahan & Powell
1100 East Green Street
Pasadena, CA 91106

Stuart B. Esner
Esner, Chang & Boyer
234 East Colorado Boulevard, Suite 750
Pasadena, CA 91101

Alan K. Brubaker
Wingert, Grebing, Brubaker & Juskie LLP
One America Plaza
600 West Broadway, Suite 1200
San Diego, CA 92101-3370

Colin H. Walshok
Wingert Grebing Brubaker & Juskie LLP
One America Plaza
600 West Broadway, Suite 1200
San Diego, CA 92101

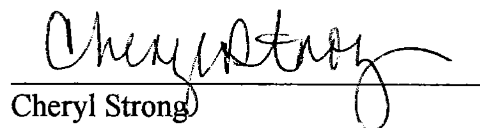
Joshua C. McDaniel
Horvitz & Levy LLP
3601 West Olive Avenue, 8th Floor
Burbank, CA 91505

Stephen E. Norris
Horvitz & Levy LLP
3601 West Olive Avenue, 8th Floor
Burbank, CA 91505

I am readily familiar with this company's practice for collection and processing envelopes for mailing. On the same day that envelopes are placed for collection and mailing, they are deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.

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

Executed on October 1, 2019, at Los Angeles, California.



Cheryl Strong