

FILED

AUG 10 2017

JAMES M. HILL, Court Executive Officer
MARIN COUNTY SUPERIOR COURT
By: J. Dery, Deputy

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16 and the Certified Plaintiff Classes

17 SUPERIOR COURT OF THE STATE OF CALIFORNIA

18 COUNTY OF MARIN

19 UNLIMITED JURISDICTION

20 SCOTT YANCY, LUIGI VENEZIA, and
21 SUSAN DEIXLER, individually, and on
22 behalf of all others other similarly situated,

23 Plaintiffs,

24 v.

25 PETALUMA BUTANE DISTRIBUTORS,
26 INC., dba DECARLI'S PETALUMA
27 BUTANE DISTRIBUTORS, and DOES
28 ONE THROUGH TWENTY, inclusive,

Defendants.

) Marin County Superior Court

) Case No: CIV-090406

) CLASS ACTION

) **[PROPOSED] ORDER**

1 This is a class action proceeding arising out of Plaintiffs' claim that Defendant Petaluma
2 Butane Distributors Inc. dba DeCarli's ("PBD") violated the terms of a class action settlement
3 and the November 19, 2010 Final Order and Judgment approving and ordering implementation
4 of the terms of that settlement ("FAO"). Plaintiffs' motion was first heard by Hon. Judge
5 Geoffrey Howard on December 6, 2016. Following that hearing, on January 9, 2017 Judge
6 Howard entered an order resolving Plaintiffs' claims as to PBD's "metered customers." In
7 addition to ordering restitution and other relief to the metered customers, the Court ordered PBD
8 to arrange for an audit of a sample of 30 "gallons customers" to assist in the Court's adjudication
9 of whether PBD had also violated the terms of the settlement and FAO as to the gallons
10 customers. That portion of Plaintiffs' motion came on regularly for hearing as scheduled on July
11 11, 2017. All parties appeared and were represented by counsel.

12 Having reviewed the briefs and evidence submitted by the parties and considered the
13 arguments of counsel, the Court on July 11, 2017 issued a written ruling adopting its tentative
14 ruling granting Plaintiffs' motion with modifications. The findings and conclusions set forth in
15 the tentative ruling and modification are attached hereto as Exhibit 1, and are incorporated herein
16 as if set forth in full.

17 Based on the foregoing and good cause appearing, IT IS HEREBY ORDERED that:

18 1. PBD shall cease and desist from sending any billing statement demanding, or
19 taking any action to collect, payment for propane delivered to any gallons customer prior to May
20 1, 2012.

21 2. PBD shall cease and desist from sending any billing statement demanding, or
22 taking any action to collect, payment of any tank rental or demurrage fee for use of a PBD
23 propane tank prior to April 15, 2016.

24 3. The parties shall meet and confer regarding the form and content of billing
25 statements issued pursuant to paragraphs 1 and 2 above.

26 4. As set forth in the Court's tentative ruling, PBD shall make restitution of any and
27 all amounts paid by any gallons customer in response to a "balance forward" stated on a billing
28 statement dated May 31, 2016 or later for previously unpaid propane charges or tank

1 rental/demurrage fees incurred prior to May 1, 2012. For those gallons customers who remain
2 customers of PBD, PBD may make such restitution by crediting the customer's account for the
3 balance due, but shall promptly refund by check any remaining credit that may be owing at such
4 time as the customer may cease being a customer of PBD once the audit processes set forth
5 herein are completed. For former customers, PBD shall make restitution in the form of a refund
6 check.

7 5. PBD shall, at its own expense, recalculate gallons customers' "balance forward"
8 amounts consistent with the terms of this Order. For any customers with a "balance forward"
9 amount that includes charges disallowed by the Court, PBD will provide a ledger that includes
10 any recalculated "balance forward" amounts between May 1, 2012 and April 30, 2016 and a
11 clear explanation of the charges and how they were calculated. The accounting shall be
12 accompanied by a declaration under penalty of perjury explaining how the accounting was done
13 and verifying its truth and accuracy, and shall be served on Plaintiffs' counsel and filed with the
14 Court. The parties shall meet and confer regarding the audit procedures and the form and
15 content of the revised billing statements, and both the protocol and a representative sample of the
16 results shall be reviewed and approved by an independent auditor to be retained by PBD.

17 6. PBD shall, at its own expense, retain an independent auditor to determine the
18 amount of restitution, if any, due to customer Eduardo Zarco of payments he made as a metered
19 customer, on the same terms as restitution was ordered to be made to PBD's other metered
20 customers. PBD shall promptly refund by check any remaining credit due to Mr. Zarco.

21 7. The Court awards Plaintiffs their costs and attorneys' fees incurred in connection
22 with this motion in the amount of \$72,500. Such amount shall be paid by PBD to Chavez &
23 Gertler, LLP in three installments mailed to be mailed on or before August 24, 2017, in the
24 amount of \$25,000.00; September 24, 2017, in the amount of \$25,000.00; and October 24, 2017,
25 in the amount of \$22,500.00.

26 8. PBD shall promptly notify all gallons customers of the material terms of this
27 Order by publishing a copy of the Order on its website and including the following language on
28

1 billing statements sent in early August 2017 and until the audit process described above is
2 complete:

3 Per order of the Court, your prior "Balance Forward"
4 amount (if any) is being recalculated to eliminate
5 unpaid charges incurred prior to May 1, 2012.
6 Customers who paid such amounts may be eligible
7 for refunds. For more info visit: decarlipropane.com.

8 9. PBD shall endeavor in good faith to complete the above obligations by October
9 10, 2017. The parties shall submit a joint case management statement and status report by
10 September 20, 2017, and shall appear for a further status conference on September 22, 2017 at
11 9:00 a.m.

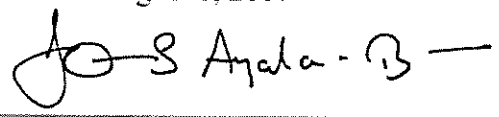
12 Dated: August 10, 2017

STEPHEN P. FRECCERO

JUDGE, Marin County Superior Court

13 Approved as to form:

14 Dated: August 8, 2017

15 

16 Joren Ayala-Bass
17 Attorneys for Defendant

FILED

JUL 13 2017

JAMES M. KIM, Court Executive Officer
MARIN COUNTY SUPERIOR COURT
By: C. Tai, Deputy

SUPERIOR COURT OF CALIFORNIA
COUNTY OF MARIN

SCOTT YANCY, LUIGI VENEZIA, and
SUSAN DEIXLER, individually, and on behalf
of all others similarly situated,

Plaintiffs,

v.

PETALUMA BUTANE DISTRIBUTORS,
INC., dba DECARLI'S PETALUMA BUTANE
DISTRIBUTORS, and DOES ONE THROUGH
TWENTY, inclusive,

Defendants.

Case No. CIV 090406

**ORDER RE: PLAINTIFFS' MOTION
FOR ENFORCEMENT OF CLASS
ACTION SETTLEMENT AND
JUDGMENT AND AWARD OF
ATTORNEYS' FEES AND COSTS**

Before the court is plaintiffs' motion for enforcement of class action settlement and judgment and award of attorneys' fees and costs. On July 10, 2017, the court issued its tentative ruling granting the motion (a copy is attached as Exhibit 1 to this order). Defendant contested the tentative and the court held a hearing on July 11, 2017. Nance Becker, Esq. and David Levin, Esq. appeared on behalf of plaintiffs. Joren Ayala-Bass, Esq. and Vincent Martini, Esq. appeared on behalf of defendant. Having considered the moving papers, the supporting exhibits and declarations, and the argument of counsel at the hearing, the court adopted its tentative ruling with the following modification and amendment.

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MODIFICATION AND AMENDMENT

The court's ruling (Ex. 1 at p. 5) that:

... PBD is ordered to issue a new billing statement to its gallons customers for the period June 1, 2012 through May 31, 2016, omitting any alleged unpaid charges incurred prior to June 1, 2012, and omitting all tank rental fees, and with this statement shall include a full itemized statement of charges, such as the B1 and B2 attachments to Mr. Frank's declaration.

Is modified and amended to read as follows:

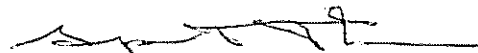
... PBD is ordered to issue a new billing statement to its gallons customers for the period *May 1, 2012* through May 31, 2016, omitting any alleged unpaid charges incurred prior to June 1, 2012, and omitting all tank rental fees, and with this statement shall include a full itemized statement of charges. *The parties shall meet and confer as to the form of such itemized statement of charges with the goal of approximating the type of information contained in the B1 and B2 attachments to Mr. Frank's declaration. The court further orders that to the extent customers have already made payments toward the "Balance Forward" amounts in response to the June 2016 invoices, those customers shall receive restitution for payment of any charges that were incurred prior to June 1, 2012.*

With this modification and amendment, the tentative is hereby adopted as final. It is further

ORDERED as follows:

1. Counsel for plaintiffs are to prepare and submit a proposed order consistent with the court's final ruling, pursuant to California Rules of Court, rule 3.1312;
2. The parties are to submit a joint case management statement and status report by **September 20, 2017**;
3. The parties are to appear for a further case management conference on **September 22, 2017** at **9 a.m. in Courtroom C**.

Dated: July 13, 2017



STEPHEN P. FRECCERO
Judge of the Superior Court

EXHIBIT 1

SUPERIOR COURT OF CALIFORNIA
COUNTY OF MARIN

DATE: 07/11/17 TIME: 1:30 P.M. DEPT: C CASE NO: CV090406

PRESIDING: HON. STEPHEN P. FRECCERO

REPORTER:

CLERK: CHARLOTTE TAI

PLAINTIFF: SCOTT YANCY, ET AL

vs.

DEFENDANT: PETALUMA BUTANE
DISTRIBUTORS, INC.

NATURE OF PROCEEDINGS: NOTICE OF MOTION – FOR ENFORCEMENT OF SETTLEMENT AND JUDGMENT; ORDER TO SHOW CAUSE RE CONTEMPT; AND AWARD OF ATTORNEYS’ FEES AND COSTS [PLTF] SCOTT YANCY [PLTF] LUIGI VENEZIA [PLTF] SUSAN DEIXLER

RULING

The motion for enforcement of the settlement and judgment, and for an award of attorneys’ fees, is **GRANTED** as set forth below.

Background

The initial hearing on this motion was held 12/06/16 before Judge Howard.¹ His 1/9/17 Order is summarized as follows:

1. The Court rejected the contention of Petaluma Butane Distributors, Inc. (PBD) that the Settlement Agreement (SA) terminated in 2013.
2. The Court found PBD violated the terms of the SA on or after November 2011 as to **Metered Customers** by failing to mail invoices within 45 days of the vapor meter reading; the Court enjoined PBD from collecting billing statements sent more than 45 days after the vapor meter reading and ordered PBD to provide an accounting and make restitution within 90 days to any Metered Customer who paid invoices sent more than 45 days after the vapor meter reading.

¹ Plaintiffs filed an unopposed motion for return of the action to Judge Howard. That motion was denied on 2/21/17.

3. The Court denied plaintiffs request for an order directing PBD prospectively to comply with the billing and pricing terms of the SA finding PBD was in compliance by the implementation of new billing software in May or June 2016.
4. The Court modified its tentative ruling that found PBD's new series of "catch up" bills did not violate the SA by allowing plaintiffs "an audit procedure and additional briefing" addressing the "Balance Forward" amounts included in the 6/30/16 billing statements, which plaintiffs claimed included charges for which PBD did not "currently bill." The audit was to include a sample of 30 former and/or current gallons customers (15 to be selected by each side), including tank rental fees, and the parties were ordered to meet and confer about the details of the audit; the information included in the audit could be modified by mutual agreement. (Order, ¶¶ 4-7.)
5. The Court allowed PBD to bill and collect for current deliveries, but enjoined PBD from collecting for deliveries prior to April 15, 2016, pending completion of the audit. (Order, ¶8.)

Post-hearing Meet and Confer

On 2/14/17, plaintiffs' counsel sent defense counsel a letter identifying 15 class members and five issues to be included in the audit, including: (1) what charges were included in the "Balance Forward" statements dated 6/30/16; (2) when each delivery of propane included in those charges was made; (3) documentation that customers were billed for those deliveries within 45 days, or at any other time prior to May 2016; (4) the date, if ever, that customers were notified that amounts were owing/overdue; and (5) any documentation of customer contacts, objections, requests for statement of charges or compromise agreements concerning their bills.

Plaintiffs' counsel, Nance Becker, states that during subsequent discussions PBD's counsel never objected to providing the requested information.

The Auditor's Report

On May 5, 2017, CPA Kenneth L. Frank completed the two audits required by the 1/9/17 order. His report, addressed to defendant's attorney Joren Ayala-Bass, is attached as Exhibit C to Mr. Frank's declaration.

As to the first ordered accounting of payments made by Metered Customers on or after November 2011 and before invoice May 2016, Mr. Frank confirms the amount of total restitution due Metered Customers is \$6,797.31. (Exh. C. p. 1.) There appears to be no further dispute concerning this aspect of plaintiffs' motion.

As to the second ordered audit pertaining to the "Balance Forward" amounts included in the 6/30/16 billing statements sent to gallons customers, Mr. Frank identifies the query (framed by Mr. Ayala-Bass) as "whether the 'Balance Forward' amount on statements dated May 31, 2016 is reasonably stated." (Id. at p. 2.) His conclusion as to all 30 of the sample customers is that the "Balance Forward" amounts on statements dated May 31, 2016 is reasonably stated. The audit is supported by transactions sheets for each sample customer, attached as Exhibits B1 and

B2 for plaintiffs' selections and defendant's selections, respectively, dating back to when the customers had a "zero" balance on their account (2007-2008) and going forward to the present or to when the account was closed.

Mr. Frank's methodology was, first, to match and color-code invoiced amounts with payments in the same amounts "presuming that in order to make such payment the customer would have had to have received an invoice and/or other notice of amount due." (p. 2.) Second, "[t]o the extent we were able to match other payments in total, these are marked in various colors of such matching." Third, the remaining unmatched invoices were randomly sampled and "vouched (agreed) to the defendant's copy of the actual invoice." Similarly, payments were vouched to the defendant's payment records. Finally, for each customer, "we sampled one payment record and vouched it to a deposit slip and then the deposit to the bank." Based on the above procedures, Mr. Frank concludes: "we believe we have tested the defendant's full revenue cycle as relates to the [30 selected] customers and nothing has come to our attention to make us believe the individual accounts are not reasonably stated." (pp. 2-3.)

Plaintiffs' Further Briefing Addressing Auditor's Findings re: Gallons Customers

Plaintiffs contend the audit confirms that the June 2016 "balance forward" statements do not comply with the Settlement Agreement (SA) or the Final Approval Order (FAO) because (1) the statements include charges dating back as much as 8 or 9 years to 2008; (2) PBD did not invoice gallons customers beyond leaving a little pink slip on the customer's property²; (3) the statements include tank rental fees dating back 5 years for which PBD had never previously billed; (4) prior to June 2016, PBD never demanded payment of accumulated charges; and (5) customers were not provided with reasonable documentation supporting the charges.

The Court now finds that the June 2016 statements violate ¶28 of the Final Approval Order.

The SA and Final Order require PBD to (1) "become current" in their billing as to all customers by March 31, 2011, and to provide a payment plan, which Judge Duryee confirmed had been complied with; (2) maintain current billings "for metered accounts"; (3) document and disclose billing practices; (4) provide customers with verification of fuel amounts billed—for gallons customers this was to be accomplished with printed "tickets" left with the customer at

² In opposition, PBD clarified that beginning in 2011, in addition to leaving a print-o-meter ticket at the customers property (which is specifically required under the FAO, ¶s 25(h), 28(c) and current regulations), PBD mailed the pink handwritten invoice to its customers, usually on the next business day after delivery, with a green return envelope or a credit card receipt, if applicable. (DeCarli Supplemental Declaration, ¶10.) However, prior to May 2016, when PBD upgraded its billing software, PBD apparently did not send monthly statements. If a customer had an outstanding balance, PBD would "from time to time print a ledger . . . and send these to the customer." (DeCarli ¶13.) In Reply, plaintiff's attorney acknowledges that she was not previously aware (as Ms. DeCarli now declares) that PBD had begun mailing customers copies of the delivery tags and that plaintiffs did not intend to mislead the Court by arguing the "balance forward" included charges for which PBD "had never previously billed." (Reply, fn. 2; Becker Suppl. Decl. ¶4.) Ms. Becker contends, however, that PBD's policies are not conclusive on the issue, as some customers still claim they never received mailed invoices.

time of delivery; and (5) maintain billing practices that ensure customers have access to timely and accurate substantiation of all charges—more specifically, billing statements to include the time period covered by the statement, the date the statement is printed, the dates of propane delivery and/or meter readings, dates of any payments or credits since the previous billing statements. (See Final Order, ¶ 28, pp. 7-8.) It is this last provision that plaintiffs' claim the 2016 "Balance Forward" statements violate.

While the recent audit confirms the accuracy of the "Balance Forward" amounts, according to PBD's internal documentation, the question still remains whether the June 2016 statements violate ¶28 of the Final Approval Order. The question turns on interpretation of the provision: "Defendant shall maintain billing policies to ensure that customers have access to timely and accurate substantiation of all charges." The first invoice sent under PBD's new billing system in June 2016 was a lump-sum "catch up" billing that swept up all unpaid charges (including admittedly previously unbilled tank rental fees) going back as far as 2007-2008 without any specification of the time period covered by the "Balance Forward" amounts or any supporting documentation. This is clearly not in compliance with ¶28 of the SA.

Rather than enjoining PBD from demanding payment of, or making any effort to collect, the "stale" billing statements already mailed out and to make restitution of payments made by customers on stale billings, as plaintiffs' initially requested on this motion, the Court favors plaintiffs' suggestion made in its Reply brief barring PBD from collecting charges included in the June 2016 "Balance Forward" statements that were incurred more than four years before the statements were sent. This approach is supported by the rule stated in *Stafford v. Oil Tool Corp.* (1955) 133 Cal.App.2d 763, 766, "that where demand is necessary to perfect a right of action and no time therefor is specified in the contract, the demand must be made within a reasonable time after it can lawfully be made."

What is a reasonable time depends upon the circumstances of each case; but in the absence of peculiar circumstances, a time coincident with the running of the statute will be deemed reasonable, and if a demand is not made within that period, the action will be barred. (*Thomas v. Pacific Beach Co.*, 115 Cal. 136, 142-143; *Bass v. Hueter*, 205 Cal. 284, 287 [270 P. 958]; *Fall v. Lincoln Mortg. Co.*, 115 Cal.App. 651, 655 [2 P.2d 58]; *Ilse v. Burgess*, 28 Cal.App.2d 654, 657 [83 P.2d 527].) Where, as here, a plaintiff has it in his power at all times to fix his right of action by making a demand on defendant, such demand must be made within a reasonable time after it can be lawfully made, and such a demand must be made within the period of the statute of limitations. (*Id.* at 766, citing *Ilse v. Burgess*, *supra*, 28 Cal.App.2d 654, 657.)

This applies to all gallons customers despite PBD's claim that, from "time to time" and upon request, it would send requests for payment of past due accounts and documentation of unpaid charges—PBD's evidence of this practice is vague and haphazard at best, and has been disputed by several customer declarations who claim their billing inquiries were ignored.

In addition to limiting PBD to the collection of unpaid charges incurred within four years prior to the June 2016 statements, the Court finds PBD is precluded from collecting any tank rental fees on the basis that PBD has not demonstrated it provided its customers with effective notice of those charges at the time they were incurred on a yearly basis. In some case, the June 2016 statement was the first notice that customers received that PBD was claiming unpaid tank rental fees dating back as far as 2008.

Thus, PBD is ordered to issue a new billing statement to its gallons customers for the period June 1, 2012 through May 31, 2016, omitting any alleged unpaid charges incurred prior to June 1, 2012, and omitting all tank rental fees, and with this statement shall include a full itemized statement of charges, such as the B1 and B2 attachments to Mr. Frank's declaration.

Lastly, there remains the question of PBD's lack of responsiveness to customers' inquiries. The Court orders the parties to meet and confer as to a process by which individual customers can effectively contest any asserted unpaid charge incurred between 2012-2016.

Eduardo Zarco

PBD apparently believes it is unfair to require PBD to pay restitution to Mr. Zarco pursuant to Judge Howard's 1/9/17 Order for failure to comply with the 45-day billing requirement under the SA, because PBD was "in regular contact with Mr. Zarco" (by phone, in-person and in writing) concerning his chronically overdue account including sending him copies of statements and invoices on at least six occasions between December 2014 and July 2015, and because PBD ultimately had to "write off" over \$17,000 on this account.

The 45-day billing requirement under the SA only applies to metered customers. PBD claims that Mr. Zarco converted to a gallons account in September 2015, and that while he was a metered customer he paid \$2,100.00 that would be subject to the restitution order. (DeCarli Suppl. Decl. ¶37.) In Reply, plaintiff contends that Ms. DeCarli's "self-interested account of his billing history" was not certified by the Auditor nor has plaintiffs' counsel been provided with documentation of Mr. Zarco's account history.

Mr. Zarco disputes that his account was converted from metered to gallons. However, this was a rented property and the conversion, which is supported by PBD's ledger records, would have been done by the owner of the property; Mr. Zarco may not even have been aware that this was done because the only difference to him would be in the way it was billed.

PBD's position that it "wrote off" more than \$17,000 in charges, "leaving his account with a zero balance as of April 14, 2016," (DeCarli Suppl. Decl. ¶37) on its face appears inconsistent with PBD's subsequent action in sending Mr. Zarco a statement in June 2016 with a "Balance Forward" amount of \$17,504.01. (See 9/2/16 Becker Decl., Exh. 6.) However, the Court notes that "writing off" an account is a tax/accounting mechanism that does not eliminate the underlying debt or prevent PBD from attempting to collect on the bad debt; it just clears the account for tax purposes.

The Court finds it is not unfair to afford Mr. Zarco the same remedy as all other metered customers pursuant to the 1/9/17 order. The 45-day billing requirement was a specific term of the SA that has not been shown to be satisfied by "regular contacts" with Mr. Zarco concerning his overdue account. However, the requirement does not apply after Mr. Zarco's account was converted to a gallons account. Thus, the Court orders an accounting of Mr. Zarco's payments at PBD's expense pursuant to the 1/9/17 Order, and will allow PBD to set-off Mr. Zarco's restitution payments as a metered customer against amounts he owes (if any) as a gallons customer.

Attorney Fees

At the original hearing on this matter, plaintiffs requested \$35,000 in attorney fees, which Judge Howard "granted in part, with the amount of such award taken under submission." In his tentative ruling, Judge Howard granted plaintiff's \$17,500 for costs and attorney fees, based on his preliminary finding (explicated at the hearing) that plaintiffs had prevailed on the "half" of their claim pertaining to the metered customers. (See Supp. Decl. of Nance Becker, dated 5/19/17, ¶25.) Thus, it does not appear that Judge Howard ordered any adjustments to plaintiffs' lodestar value, but only pro-rated the award, preliminarily, based on the partial success. According to plaintiffs, the Court took the balance of plaintiffs' fee request under submission pending the audit and further briefing and decision.

Plaintiffs now claim a total of \$72,500, including work undertaken in connection with the audit and supplemental briefing. As the Court agrees that plaintiffs have now shown the June 2016 statements violate ¶28 of the SA as to gallons customers as well, i.e. the second part of plaintiffs' motion, the Court awards plaintiffs' attorney fees and costs in total amount of \$72,500.

Parties must comply with Marin County Superior Court Local Rules, Rule 1.10(B) to contest the tentative decision. In the event that no party requests oral argument in accordance with Rule 1.10(B), the prevailing party shall prepare an order consistent with the announced ruling as required by Marin County Superior Court Local Rules, Rule 1.11.

MARIN COUNTY SUPERIOR COURT

3501 Civic Center Drive
P.O. Box 4988
San Rafael, CA 94913-4988

<p>SCOTT YANCY, ET. AL.</p> <p>vs.</p> <p>PETALUMA BUTANE DISTRIBUTORS, INC.</p>	<p>CASE NO. CIV090406</p> <p>PROOF OF SERVICE BY FIRST CLASS MAIL</p> <p><i>Code of Civil Procedure Sections 1013a and 2015.5</i></p>
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I am an employee of the Marin County Superior Court. I am over the age of 18 years and not a party to this action. My business address is 3501 Civic Center Drive, Hall of Justice, San Rafael, California.

On **JULY 13, 2017**, I served the following document(s): **ORDER RE: PLAINTIFFS' MOTION FOR ENFORCEMENT OF CLASS ACTION SETTLEMENT AND JUDGMENT AND AWARD OF ATTORNEYS' FEES AND COSTS** in said action to all interested parties, by placing the envelope for collection and mailing on the date shown thereon, so as to cause it to be mailed on that date following standard court practices. I am readily familiar with the court's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.

Nance F. Becker
CHAVEZ & GERTLER LLP
42 Miller Avenue
Mill Valley, CA 94941

Vincent J. DeMartini
DEMARTINI & WALKER LLP
175 North Redwood Drive, Suite 250
San Rafael, CA 94903

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LEGAL AID OF MARIN
30 North San Pedro Road, Suite 220
San Rafael, CA 94903

Joren S. Ayala-Bass
LEIDER + AYALA-BASS LLP
One Market Plaza
Spear Tower, 36th Floor
San Francisco, CA 94105

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

JAMES M. KIM
Court Executive Officer

Executed at San Rafael, California
On: July 13, 2017

By: 
DEPUTY