COURT OF APPEAL OF THE STATE OF CALIFORNIA

FIRST APPELLATE DISTRICT, DIVISION ONE

JOHN ST. CROIX, EXECUTIVE DIRECTOR, SAN FRANCISCO ETHICS COMMISSION; and SAN FRANCISCO ETHICS COMMISSION, Petitioners/Respondents, vs. SUPERIOR COURT OF CALIFORNIA FOR THE CITY AND COUNTY OF SAN FRANCISCO, Respondent/Appellant.	Case No. A140308 San Francisco County Superior Court No. CPF-13-513221
ALLEN GROSSMAN, Real Party in Interest.	

REPLY TO OPPOSITION TO PETITION FOR PEREMPTORY WRIT OF MANDATE AND/OR PROHIBITION [CALIFORNIA GOVERNMENT CODE SECTION 6259(c)]

The Honorable Ernest H. Goldsmith

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INTRODUCTION

Although Grossman's arguments are difficult to unwrap, he appears to advocate for either of the following two approaches:

First, he appears to ask the Court to assume that the voters who approved the Charter provisions involving the City Attorney did not care whether the City Attorney's communications with clients would be confidential, and therefore never intended to incorporate the state-law privileges that protect communications between lawyer and client, even though these privileges apply to every other attorney-client relationship in California. But it is impossible to ascribe to the voters a belief that these protections were unimportant to the relationship between San Francisco's policymakers and their lawyers. Consider just a few of the many policy measures enacted in San Francisco in recent years: the groundbreaking Healthy San Francisco program, major new gun control initiatives, legislation limiting tobacco sales, and a ban on the use of plastic bags in grocery stores. The City Attorney provides legal advice when San Francisco policymakers consider such proposals, and disclosure of that advice would obviously be of great advantage to prospective litigation opponents – opponents who were lying in wait to sue the City in each of these instances. It is inconceivable that the voters, when adopting the Charter, intended to allow the important strategic communications between their representatives and the City Attorney to remain unprotected. But that is the assumption the Court would have to adopt if it accepted Grossman's argument that a mere ordinance can bar assertion of the attorney-client privilege or attorney work product protection.

Second, perhaps recognizing how legally and logically troublesome the above conclusion would be, Grossman at times appears to assume that

the Charter was meant to incorporate the state-law confidentiality protections for some types of communications but not others, requiring a case-by-case determination of whether the Charter protects a particular type of communication from disclosure. This assumption underlies Grossman's suggestion that the Court could hold that communications between the City Attorney and his clients about litigation-related matters remain protected from disclosure, while communications about policy matters do not. But the Charter's text contains no hint of such a distinction, which would in any event fly in the face of state law, which protects written communications by attorneys regardless of whether litigation is implicated (and regardless of whether the attorney is in the public or private sector). Furthermore, as a practical matter it would be impossible for a court to guess where the voters intended to draw the line between what should and should not be protected. Indeed, this case provides a perfect illustration of the hazard. Grossman casually assumes a bright line between "litigation" and "legislation," and further assumes this case falls on the legislative side. But this case involves the adoption of regulations that Grossman, a local Sunshine activist who had previously sued the City over Sunshine matters, contended in writing on several occasions were illegal. That is the definition of litigation risk. Therefore, if anything, this dispute underscores why the voters necessarily intended that the entire relationship between the City Attorney's Office and its clients (not just some unspecified part of it) be subject to state-law confidentiality protections.

In contrast to the two approaches apparently advocated by Grossman, the City's proposed construction of the Charter makes sense from both a legal and logical standpoint. Of course the voters intended, when they established the City Attorney in the Charter, that his

communications with his clients would be subject to the same state-law confidentiality protections that inhere in every other attorney-client relationship in California. Of course they intended, when they specified that the City Attorney is subject to state law, that this would be the law governing the attorney-client relationship. To be sure, this means that some communications not protected by state law will be public (such as oral advice an attorney provides at a formal legislative meeting). But written communications between lawyer and client are always protected under state law, and that protection applies here. The voters are certainly entitled to change their minds about the nature of the relationship between the City Attorney and his clients, either generally or with regard to some particular type of communication. But if so, they must amend the Charter, because the Charter establishes that relationship. A mere ordinance purporting to accomplish this goal is invalid.

BACKGROUND

A handful of Grossman's factual assertions require brief clarification.

First, Grossman asserts that the Ethics Commission previously shared drafts of its regulations with the Sunshine Ordinance Task Force ("Task Force"), but then stopped doing so for "unknown reasons." (Opposition ["Opp."] at 8.) He seeks to leave an impression that the Ethics Commission sought to slip something past the Task Force for nefarious reasons, but nothing could be further from the truth. When the Ethics Commission previously shared its draft regulations with the Task Force, the Task Force took nearly a year to provide a response. (Exhibits in Support of Petition ["Exh."] F at 107.) The next time around, Executive Director St. Croix, having already received input from the Task Force, determined it

would neither be useful nor efficient to submit another draft to the Task Force to await another round of comments. (*Id.*) Moreover, when the Ethics Commission was ready to proceed with its draft regulations in the Fall of 2012, the Task Force was not regularly meeting. (*Id.*) After meeting in July 2012, the Task Force did not meet again until November 2012. (*Id.*) The process by which the Ethics Commission adopted its Sunshine Ordinance regulations was wholly above board, and Grossman's suggestion to the contrary is meritless.

Second, with respect to Executive Director St. Croix's decision to respond to Grossman's document request by withholding privileged material, Grossman asserts that the Task Force "ordered" St. Croix to produce those documents, and that St. Croix "did not comply" with that order. (Opp. at 12.) However, the Task Force is a purely advisory body, as Grossman elsewhere concedes. (*See* Request for Judicial Notice in Support of Opposition, Exh. 1 at 5 [S.F. Admin. Code § 67.30(c)]; Opp. at 5.) It has no authority to "order" the Executive Director of the Ethics Commission to take any action, let alone disclose privileged attorney-client communications to a member of the public.[1]

Third, Grossman repeatedly asserts, without any support or explanation, that the Commission's consideration of the regulations at issue in this case had no litigation implications. For example, Grossman argues that "[n]o unfair advantage would be conferred by giving the public an insight into the City Attorney's views on different versions." (Opp. at 32.) This is simply untrue. As is often the case when a policymaking body

[1] For this reason, Grossman's fleeting suggestion in a footnote that the Task Force's "order" is entitled to deference lacks merit. (*See* Opp. at 18 n.2.) Non-binding advisory opinions are not entitled to deference. (*See Zapara v. County of Orange* (1994) 26 Cal.App.4th 464, 470 n.4.)

considers legislation or regulations, here there was real litigation risk. After all, Grossman previously sued the Ethics Commission on a public records matter, and more recently had submitted several memoranda to the Ethics Commission asserting that its proposed regulations were unlawful under the Sunshine Ordinance. (Supplemental Request for Judicial Notice ["Supp. RJN"], Exhs. A-D.)[2] Under these circumstances, any sensible lawyer would recognize litigation risk, and communicate with his clients accordingly.

ARGUMENT

I. THE PETITION IS NOT PROCEDURALLY DEFECTIVE.

Grossman claims this petition is improper because the Ethics Commission did not meet publicly to authorize it. (Opp. at 13-15.) But the Ethics Commission is not required to approve the filing of an appeal or writ petition challenging a Superior Court order, especially where it played no role in responding to Grossman's public records request in the first place. Executive Director St. Croix (with the assistance of his staff) is responsible for the Ethics Commission's responses to public records requests. For this reason, Grossman directed his records request to St. Croix, and his subsequent Task Force complaint only named St. Croix as a respondent. (Exh. A at 19-20, 35-38.) And generally, as the Executive Director, St. Croix is in charge of the administration of the Ethics Commission. (*See* Request for Judicial Notice in Support of Petition ["RJN"], Exh. F at 2 [Charter § 15.101]; Supp. RJN, Exh. E [S.F. Admin. Code § 2A.30].) Such

[2] Indeed, Grossman ghostwrote a memoranda that the Task Force submitted to the Ethics Commission under its name. (Supp. RJN Exh. D.) The fact that the Task Force is allowing private citizens to ghostwrite memoranda for it underscores the emptiness of Grossman's suggestion that the Task Force is entitled to deference.

administrative responsibility includes making litigation decisions with the City Attorney regarding cases involving the Ethics Commission.

In support of his argument, Grossman cites the Brown Act and its definition of "action taken." (*See* Opp. at 14.) But the Brown Act sets forth procedures to be followed *if* a legislative body takes action; it does not interfere with decisions about *whether* a legislative body must take action as opposed to allowing decisions to be made at the staff level. (*See, e.g.*, Cal. Gov. Code § 54952.2(b)(1) [majority of commission members may not meet outside of public's view]; *id.* § 54954.2(a)(1) [commission must post meeting agendas at least 72 hours prior to meeting].) In other words, nothing in the Brown Act (or the definition of "action") governs the division of responsibilities between the commissioners themselves and the Executive Director. It only provides that when the commissioners collectively take action, certain procedures must be followed. The commissioners were not required to take collective action here, so Grossman's procedural argument is inapt.

II. THE SUNSHINE ORDINANCE PROVISION CONFLICTS WITH THE CHARTER.

A. The City Does Not Argue For An "Expansion" Of The Privilege.

Grossman seeks to create the impression that the City is asking the Court to undertake an "expansion" of the privilege doctrine. (*See* Opp. at 28.) This is not correct. The City is not asking the Court to hold that documents not otherwise considered privileged should now all of a sudden be deemed privileged. These are documents that by any definition fall within the state-law definition of attorney-client privilege (and for some, also the attorney work product protection). Contrary to Grossman's assertions, privilege presumptively covers "every piece of attorney advice,"

provided to a client. (*See* Cal. Evid. Code § 952.) It is Grossman who is attempting to create the impression that certain documents protected by the privilege actually are not.

In connection with this effort, Grossman again relies heavily on the Brown Act. But the Brown Act is about public meetings, while this case is about documents. (*Compare* Cal. Gov. Code §§ 54950, 54953 [Brown Act requires open meetings] *with* Cal. Gov. Code §§ 6252-53 [Public Records Act concerns writings].) Indeed, under the Brown Act, even documents circulated in *conjunction* with a public meeting remain privileged if they reflect attorney-client communications. (*See Roberts v. City of Palmdale* (1993) 5 Cal.4th 363, 373 ["Despite the broad policy of the act to ensure that local governing bodies deliberate in public, the [Brown Act] itself incorporates the attorney-client privilege as to written materials distributed for discussion at a public meeting."] [citations omitted]; Cal. Gov. Code §§ 54956.9(f), 54957.5(a) [incorporating Public Record Act exemptions].) The City's decision to withhold the requested documents is consistent with this existing understanding of the privilege; it is Grossman who seeks to shrink the concept.

Furthermore, documents of this kind are subject to state-law confidentiality protections regardless of whether the communications are made by a private lawyer or a public lawyer, and regardless of whether the documents implicate litigation. The *Roberts* decision establishes this unequivocally. Grossman argues that "*Roberts* is distinguishable because it specifically addressed privilege in the context of pending litigation, which has no application here." (Opp. at 30.) But this characterization of *Roberts* is outright false. In reality, the *Roberts* court rejected Grossman's very

assertion, making clear the privilege applies regardless of whether litigation is involved:

> . . . appellant's argument that public policy is best served by limiting the attorney-client privilege to situations in which there is litigation pending is inconsistent with the decision of the Legislature in enacting the Public Records Act to afford public entities the attorney-client privilege as to writings to the extent authorized by the Evidence Code.

(*Id.* at 380.) In short, the Brown Act does not limit confidentiality for written communications of public lawyers; it exists in concert with the Public Records Act and incorporates the same confidentiality protections for writings by public lawyers as exist under state law for writings by private lawyers:

> The balance between the competing interests in open government and effective administration of justice has been struck for local governing bodies in the Public Records Act and the Brown Act. . . . although the Brown Act limits the attorney-client privilege in the context of local governing body meetings, it does not purport to abrogate the privilege as to written legal advice transmitted from counsel to members of the local governing body.

(*Id.* at 381.)

Grossman misrepresents *Stockton Newspapers, Inc. v. Redevelopment Agency* (1985) 171 Cal.App.3d 95 in a similar manner. He cites it for the proposition that all attorney-client communications regarding legislation are not confidential. (*See* Opp. at 22.) But again, *Stockton Newspapers* only addressed the Brown Act and oral communications between an attorney and public officials, not written documents. As discussed, state-law confidentiality protections apply to written legal advice in policy-making and other non-litigation contexts.[3]

[3] Grossman alludes to "academic studies" finding that government attorneys can ably advise their clients without attorney-client privilege. (*See* Opp. at 22 n.5.) But in support, he merely cites a state bar association newsletter that claims seven states have eliminated government attorney-client privilege without identifying any of those seven states or providing

B. The Charter Cannot Be "Harmonized" With The Sunshine Ordinance Provision.

Grossman's primary argument appears to be that the Court should construe the "general" language of the Charter narrowly to avoid a conflict with the more "specific" Sunshine Ordinance, citing *People v. Kennedy* (2001) 91 Cal.App.4th 288, 297. (*See* Opp. at 19-20.) But in *Kennedy*, the court examined two provisions of equal dignity (that is, two state statutory provisions) and harmonized them to avoid a conflict, as courts often do. This case, in contrast, presents the question of whether an ordinance conflicts with a charter. Thus, far more applicable are cases in which courts consider whether an inferior provision conflicts with a superior one.

For example, *Rivero v. Superior Court* (1997) 54 Cal.App.4th 1048 involved a Sunshine Ordinance provision that required disclosure of law enforcement records for investigations that had been closed. The court examined whether this provision violated state law, which provided that local legislatures may not "obstruct" a district attorney's investigatory or prosecutorial functions. (*Id.* at 1056-59 [citing Cal. Gov. Code § 25303].) The court *did not* inquire whether it should narrowly construe the superior state law provision to avoid a conflict. Instead, the *Rivero* court held that this provision of the Sunshine Ordinance (even though its language was specific and narrow) conflicted with the state statute (even though its language was general), because the state statute necessarily included protection of the closed files. (*Id.* at 1058-59.) The same approach is called for here. The Charter necessarily incorporates state-law

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any citations to state laws. (*See* Supp. RJN, Exh. F.) Regardless, in California, it is clear that the attorney-client privilege and attorney work product apply equally to the public sector and the private sector. (*See, e.g.*, *Roberts*, 5 Cal.4th at 380-81; 70 Ops. Cal. Atty. Gen. 28, 1987 WL 247230 at *8-9 (Jan. 30, 1987).)

confidentiality protections into the relationship between the City Attorney's Office and its clients. The Court should not strain to interpret the Charter in a manner contrary to this purpose simply to salvage an inferior provision that would otherwise conflict. This is especially true here, where courts should adhere to "a liberal construction in favor of the exercise of the privilege." (*Benge v. Superior Court* (1982) 131 Cal.App.3d 336, 344.)

The folly of Grossman's insistence that the Court should construe the Charter narrowly to avoid a conflict with a mere ordinance is undermined by any number of real-life, modern-day examples. The Equal Protection and Due Process Clauses of the U.S. Constitution merely contain "general" language, but surely Grossman would not argue that they should be construed "narrowly" to avoid conflict with the more "specific" Defense of Marriage Act, which refused federal recognition of state-sanctioned marriages by same-sex couples. (*See United States v. Windsor*, 570 U.S. __, 133 S.Ct. 2675 (Jun. 26, 2013).) The Fourth Amendment uses only general language, protecting against unreasonable searches or seizures, but presumably Grossman would not argue that this provision must be construed "narrowly" to avoid a conflict with a more "specific" federal statute authorizing the National Security Agency to eavesdrop on American citizens without a warrant. The fact that the Board of Supervisors' power under the San Francisco Charter to dispose of land for "public purposes" is not explicitly set forth (but only included as part of its general residual powers) does not mean the voters by mere ordinance may enact "specific" restrictions regarding the sale of land for such purposes. (*See City and County of San Francisco v. Patterson* (1988) 292 Cal.App.3d 95, 103). The point is that these more specific inferior enactments undermine the fundamental *purposes* of the superior general provisions, and therefore they

are invalid regardless of whether the general provisions could be construed, in the abstract, as not speaking to the question at hand.

Grossman also cites the City Attorney's Office's discussion of the Sunshine Ordinance provision in its Good Government Guide, as if to suggest that the Office has somehow conceded its consistency with the Charter. (*See* Opp. at 27.) That is wrong. The Guide merely warns clients of the existence of this provision, stating that certain legal advice may be subject to disclosure because of it. Any good lawyer would warn his clients of this possibility given the presence of the provision, but that is very different from conceding that the provision is valid.[4]

Finally, on a related note, Grossman persists in his argument that the Charter's protections can be abrogated by ordinance because state law, namely the Public Records Act, allows local governments to adopt laws that favor disclosure more than state law. (Opp. at 34.) This makes no sense. To be sure, the Public Records Act authorizes broader local disclosure laws, but those local laws must nonetheless be enacted lawfully. Nowhere does the Public Records Act seek to turn black-letter law upside down by allowing a local ordinance to trump a city charter. If San Francisco voters wish to exercise their authority under the Public Records Act to provide for more generous disclosure than contemplated by state law

[4] Grossman further cites California Constitution article 1, section 3(b)(2) as supporting his position that the Charter cannot be interpreted to incorporate state-law protections of attorney-client privilege and attorney work product. (*See* Opp. at 15, 16, 20.) Assuming this provision even applied to local measures, nothing in the provision, or any case law examining its language, suggests that this section narrows the attorney-client privilege or attorney work product protection. In fact, this constitutional provision made no change to pre-existing law regarding public records. (*See BRV, Inc. v. Superior Court* (2006) 143 Cal.App.4th 742, 750.)

or the City's Charter, they certainly may do so, but they must do so by amending the Charter.

C. The *Welfare Rights* Decision Compels A Conclusion That The Charter Protects The Privilege.

In its opening brief, the City relied heavily on the California Supreme Court's decision in *Welfare Rights Org. v. Crisan* (1983) 33 Cal.3d 766 for the proposition that the privilege is necessarily implied in the charter provisions establishing the City Attorney's relationship with his clients. In response, Grossman simply sticks his head in the sand, making a fleeting reference to *Welfare Rights* on page 29 of his brief. But *Welfare Rights* demonstrates with clarity why the City Attorney's duties set forth by Charter section 6.102 necessarily include the privilege.

In *Welfare Rights*, the Court held that laypeople's communications with their welfare-applicant clients were necessarily intended to be privileged, even though the statute authorizing laypeople to represent applicants did not expressly mention confidentiality or privilege. Here, the substantially less controversial issue is whether a charter provision establishing the City Attorney's relationship with his clients necessarily intended to incorporate the state-law privilege and work product protections that inhere in every other attorney-client relationship in California. To interpret the City Attorney's duties as set forth by the Charter as not incorporating the privilege would require the Court to assume that the voters "intended that the only sound advice the [City Attorney] could give was, 'Don't talk to me.'" (*Welfare Rights Org.*, 33 Cal.3d at 771 n.3.)

Grossman tries to brush this aside by asserting that in *Welfare Rights* "the privilege was contextual and grounded in a specific need." (Opp. at 29.) It is not entirely clear what Grossman means by this, because the

privilege exists regardless of context and does not turn on the subject matter of the advice. (*See Gordon v. Superior Court* (1997) 55 Cal.App.4th 1546, 1557 ["the privilege is absolute and disclosure may not be ordered, without regard to relevance, necessity or any particular circumstances peculiar to the case"].) To the extent Grossman suggests that only *some* types of otherwise-privileged communications by the City Attorney should be deemed protected by the Charter, certainly *Welfare Rights* provides no support for that. The Court did not hold that some confidential communications between the layperson and the client are privileged. It held that any communications that fall within the representation are privileged, pure and simple.

Grossman's apparent fallback attempt to argue that the Charter confers confidentiality on only some types of communications by the City Attorney not only lacks support in the Charter itself or in *Welfare Rights*; it makes no common sense. Grossman appears to propose a distinction between matters that could involve litigation and matters of mere policymaking, ascribing to those who enacted the Charter an intent to protect the privilege for the former but not the latter. (*See* Opp. at 32.) But the line between these two is indistinct to say the least. In this very case, Grossman – someone who has relentlessly criticized and previously sued the Ethics Commission – submitted at least three memoranda to the Commission challenging the validity of its proposed regulations. (Supp. RJN, Exhs. B-D.) Indeed, he ghostwrote one of these memoranda for the Task Force. (*Id.*, Exh. D.) The memoranda argued that the proposed regulations conflicted with the Sunshine Ordinance, the Charter, and state law. (*See id.*) In a context like this, the clients have every reason to believe

that their communications with their lawyers could be used against them in litigation.

But ultimately Grossman's parsing misses the point, because the attorney-client privilege "applies not only to communications made in anticipation of litigation, but also to legal advice when no litigation is threatened." (*Roberts*, 5 Cal.4th at 371.) Attorney work product protection is also "not limited to materials prepared in anticipation of litigation."[5] (70 Ops. Cal. Atty. Gen., 1987 WL 247230 at *5.) Therefore, Grossman's apparent argument that the Charter could be interpreted to protect litigation-related communications but not policy-related communications has no basis in law, in addition to reflecting an ignorance of the fact that governmental policymaking, particularly on cutting-edge issues, often results in litigation.

In sum, *Welfare Rights* provides no basis for distinguishing between different types of attorney-client communications or considering their "context." Rather, *Welfare Rights* compels the conclusion that the Charter incorporates state-law confidentiality protections, rendering the contrary provision of the Sunshine Ordinance invalid.

D. The Charter's Explicit Requirement That The City Attorney Comply With State Law Also Establishes The Confidentiality Of Attorney-Client Communications.

As discussed in the Opening Brief, the Charter, in addition to generally establishing the relationship between the City Attorney's Office and its clients, specifies that the City Attorney's conduct is governed by

[5] Incidentally, Grossman misleadingly states that attorney work product belongs to the client, not to the attorney. (*See* Opp. at 35 n.8 [citing *Kallen v. Delug* (1984) 157 Cal.App.3d 940].) *Kallen* addresses an attorney's duty to return client files at the end of an engagement, *see id.* at 950, not the "attorney work product" addressed by the Code of Civil Procedure. The attorney – not the client – is the "exclusive holder" of the attorney work product protection. (*See, e.g., Lasky, Haas, Cohler & Munter v. Superior Court* (1985) 172 Cal.App.3d 264, 279.)

state law. (*See* RJN, Exh. B [Charter § 6.100].) This protects client confidentiality as well, because under state law, the State Bar Act and the Rules of Professional Conduct govern the attorney-client relationship.

In response, Grossman argues that the applicability of these state laws and rules do not matter, because they "do not apply to communications that were not confidential in the first place." (Opp. at 25.) It is unclear what Grossman means by this. If he means that the communications at issue in this case are not the kinds of communications normally protected by state law, he is clearly wrong, as discussed in Subsection A.

Perhaps Grossman instead means to argue that the communications at issue here were "not confidential in the first place" because of the existence of the Sunshine provision. But that obviously begs the question presented by this case, because the voters cannot take away something by ordinance that they gave in the Charter. (*See Patterson*, 202 Cal.App.3d at 103 [because the Charter vested all residual powers in the Board of Supervisors, including by necessary implication the power to sell city land for a public purpose, the voters were precluded from adopting a mere ordinance limiting the circumstances in which city land could be sold].)

For the same reason, Grossman's half-hearted argument that the voters "waived" the privilege when they enacted the Sunshine Ordinance provision misses the mark. The City agrees with Grossman that the Sunshine Ordinance is best understood not as a "waiver" but as an attempt to bar assertion of the privilege in the future by the City Attorney's clients. But whether the Sunshine provision is considered a "waiver" or a "bar," the point is that voters, through Charter section 6.100 as well as the other provisions discussed herein and in the opening brief, established that the

relationship between the City Attorney's Office and its clients is protected by state-law privilege and work product doctrines. If the voters wish to change or "waive" that, they must do so by amending the Charter.

CONCLUSION

The Court should grant the petition for writ of mandate.

Dated: January 14, 2014

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CERTIFICATE OF COMPLIANCE

I hereby certify that this brief has been prepared using proportionately double-spaced 13 point Times New Roman typeface. According to the "Word Count" feature in my Microsoft Word for Windows software, this brief contains 4,485 words up to and including the signature lines that follow the brief's conclusion.

I declare under penalty of perjury that this Certificate of Compliance is true and correct and that this declaration was executed on January 14, 2014.

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PROOF OF SERVICE

I, Pamela Cheeseborough, declare as follows:

I am a citizen of the United States, over the age of eighteen years and not a party to the within entitled action. I am employed at the City Attorney's Office of San Francisco, 1 Dr. Carlton B. Goodlett Place, City Hall, Room 234, San Francisco, CA 94102.

On January 14, 2014, I served the following document(s):

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in the manner indicated below:

☒ **BY UNITED STATES MAIL**: Following ordinary business practices, I sealed true and correct copies of the above documents in addressed envelope(s) and placed them at my workplace for collection and mailing with the United States Postal Service. I am readily familiar with the practices of the San Francisco City Attorney's Office for collecting and processing mail. In the ordinary course of business, the sealed envelope(s) that I placed for collection would be deposited, postage prepaid, with the United States Postal Service that same day.

☒ **BY PERSONAL SERVICE**: I sealed true and correct copies of the above documents in addressed envelope(s) and caused such envelope(s) to be delivered by hand at the above locations by a professional messenger service. **A declaration from the messenger who made the delivery ☐ is attached** or ☐ **will be filed separately with the court.**

I declare under penalty of perjury pursuant to the laws of the State of California that the foregoing is true and correct. Executed January 14, 2014, at San Francisco, California.

s/Pamela Cheeseborough
Pamela Cheeseborough