
**CITY COUNCIL
REGULAR
MEETING**



**FEBRUARY 26, 2013
7:00 PM**

AGENDA

Barbara D. Kogerman, Mayor

**Andrew Blount, Mayor Pro Tempore
Randal Bressette, Council Member**

**Melody Carruth, Council Member
Dore J. Gilbert, M.D., Council Member**

Location: City Council Chamber, 24035 El Toro Road, Laguna Hills, California 92653

Any person wishing to address the City Council/Planning Agency on any matter, whether or not it appears on this Agenda, is asked to complete a pink "Request to Speak" form available on the table at the back of the Chamber. The completed form is to be submitted to the City Clerk prior to an individual being heard by the City Council/Planning Agency. Completion of the form is voluntary. All persons may attend the meeting regardless of whether this form is completed.

Members of the public wishing to address the City Council can do so during the Public Comments portion of the Agenda with a time limitation of three minutes per person, an overall time limit of ten minutes for any one subject, and a total time limit of thirty minutes for Public Comments. If you are commenting on an Agenda item, your comments will be heard at the time that item is scheduled on the Agenda. If you are addressing the City Council on an item not listed on the Agenda, the City Council is prohibited by law from discussing or taking any action on that item.

CALL TO ORDER

Resolution No. 96-04-09-1 established rules of decorum for public meetings held by the City of Laguna Hills. Resolution No. 96-04-09-1 is available on the table at the back of the City Council Chamber.

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER CARRUTH

ROLL CALL OF CITY COUNCIL MEMBERS

1. PRESENTATIONS AND PROCLAMATIONS

1.1 LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AN ORAL PRESENTATION FROM LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON AMANDA JAFFE.

1.2 TEN YEAR ANNIVERSARY AWARD

RECOMMENDATION: THAT MAYOR KOGERMAN RECOGNIZE DAVID REYNOLDS, DEPUTY CITY MANAGER, FOR TEN YEARS OF SERVICE TO THE CITY OF LAGUNA HILLS AND PRESENT A CERTIFICATE OF RECOGNITION AND GIFT.

1.3 RECOGNITION OF PARKS AND RECREATION COMMISSIONERS MARK JONES AND FARID TABRIZY AND TRAFFIC COMMISSIONERS PAM DOW AND TIMOTHY HILLIS

RECOMMENDATION: THAT MAYOR KOGERMAN PRESENT A CITY TILE PLAQUE TO MARK JONES, FARID TABRIZY, PAM DOW, AND TIMOTHY HILLIS.

1.4 OATHS OF OFFICE FOR PARKS AND RECREATION COMMISSIONERS AND TRAFFIC COMMISSIONERS

RECOMMENDATION: THAT THE CITY CLERK ISSUE THE OATHS OF OFFICE AND MAYOR KOGERMAN PRESENT CERTIFICATES OF APPOINTMENT TO PARKS AND RECREATION COMMISSIONERS VICTORIA AUER AND RICHARD NAGLE AND TRAFFIC COMMISSIONERS RICK FRAZIER, STEVEN BEEUWSAERT AND MICHAEL CAPUTO.

2. PUBLIC COMMENTS

This is the time to address the City Council on any matter not listed on this Agenda that is within the subject matter jurisdiction of the City Council. Public Comments are limited to three minutes per person, an overall time limit of ten minutes for any one subject, and a total time limit of thirty minutes.

3. MINUTES

3.1 REGULAR MEETING, FEBRUARY 12, 2013

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE MINUTES OF THE FEBRUARY 12, 2013, REGULAR MEETING.

3.2 ADJOURNED REGULAR MEETING, FEBRUARY 19, 2013

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE MINUTES OF THE FEBRUARY 19, 2013, ADJOURNED REGULAR MEETING.

4. CONSENT CALENDAR

All matters listed under "CONSENT CALENDAR" are considered to be routine and will be enacted by one motion approving the recommendation listed on the Agenda. There will be no separate discussion unless Members of the City Council or Staff request specific items be removed from the Consent Calendar.

4.1 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED FEBRUARY 26, 2013.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF \$835,509.73.

4.2 CLAIM AGAINST THE CITY, COUNTY OF ORANGE (HEIRS OF ZAVALETA VS. CITY OF LAGUNA HILLS); DATE OF EVENT: NOVEMBER 21, 2011; FILED IN THE CITY CLERK'S OFFICE ON JANUARY 7, 2013

RECOMMENDATION: THAT THE CITY COUNCIL REJECT THE CLAIM AND DIRECT THE CITY CLERK TO SEND A CLAIM REJECTION LETTER.

4.3 PROCUREMENT OF A PUBLIC WORKS VEHICLE

RECOMMENDATION: THAT THE CITY COUNCIL AUTHORIZE THE COMMENCEMENT OF THE PROCUREMENT PROCESS FOR THE PURCHASE OF A PUBLIC WORKS VEHICLE.

4.4 PROGRESS PAYMENT NO. 2 FOR COMMUNITY CENTER BUILDING REFURBISHMENT, CIP NO. 513A

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE CONTRACT CHANGE ORDER NO. 1 AND PROGRESS PAYMENT NO. 2, IN THE NET AMOUNT OF \$24,734.01, TO N.S. CONSTRUCTION & PAINTING, FOR COMMUNITY CENTER BUILDING REFURBISHMENT, CIP NO. 513A.

ITEMS REMOVED FROM THE CONSENT CALENDAR

5. PLANNING AGENCY

5.1 ROLL CALL OF PLANNING AGENCY MEMBERS

5.2 PUBLIC COMMENTS

This is the time to address the Planning Agency on any matter not listed on this Agenda that is within the subject matter jurisdiction of the Planning Agency.

Public Comments are limited to three minutes per person, an overall time limit of ten minutes for any one subject, and a total time limit of thirty minutes.

5.3 MINUTES

5.3.1 REGULAR MEETING, FEBRUARY 12, 2013

RECOMMENDATION: THAT THE PLANNING AGENCY APPROVE THE MINUTES OF THE FEBRUARY 12, 2013, REGULAR MEETING.

5.4 PLANNING AGENCY PUBLIC HEARINGS

5.4.1 TENTATIVE PARCEL MAP & VARIANCE NO. 11-12-2428, A REQUEST TO SUBDIVIDE THE CABOT TOWN CENTER PROPERTY INTO FOUR PARCELS AT 25214-25272 CABOT ROAD IN THE (FC) FREEWAY COMMERCIAL ZONING DISTRICT.

RECOMMENDATION: THAT THE PLANNING AGENCY CONTINUE THE PUBLIC HEARING FOR TENTATIVE PARCEL MAP/VARIANCE NO. 11-12-2428 TO A DATE CERTAIN OF MARCH 12, 2013.

PLANNING AGENCY ADJOURNMENT

6. CITY COUNCIL PUBLIC HEARINGS

7. ADMINISTRATIVE REPORTS

7.1 City Manager

7.2 Public Services Director/City Engineer

7.2.1 LA PAZ OPEN SPACE PREFERRED CONCEPT PLAN, CIP NO. 615A

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE PREFERRED CONCEPT PLAN FOR THE LA PAZ OPEN SPACE PROJECT, CIP NO. 615A

8. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS AND MAYOR

9. CITY COUNCIL MEMBER COMMENTS

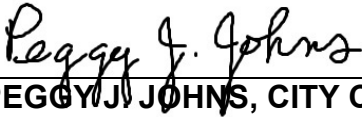
10. CLOSED SESSION

ADJOURNMENT

The next Regular Meeting of the City Council will be March 12, 2013, at 7:00 PM, in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, PEGGY J. JOHNS, City Clerk of the City of Laguna Hills, do hereby certify that a copy of the foregoing Agenda was posted at Laguna Hills City Hall, Laguna Hills Community Center, and La Paz Center by February 22, 2013, at 5:00PM.



PEGGY J. JOHNS, CITY CLERK

February 22, 2013

DATE

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, you should contact the office of the City Clerk at (949) 707-2635. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to this meeting.

Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office at 24035 El Toro Road, Laguna Hills, California, during normal business hours.

Council Members receive no additional compensation or stipend as a result of simultaneously convening this meeting.



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: FEBRUARY 26, 2013

TO: MAYOR AND COUNCIL MEMBERS

FROM: PEGGY J. JOHNS
CITY CLERK

ISSUE: TEN YEAR ANNIVERSARY AWARD

RECOMMENDATION: THAT MAYOR KOGERMAN RECOGNIZE DAVID REYNOLDS, DEPUTY CITY MANAGER, FOR TEN YEARS OF SERVICE TO THE CITY OF LAGUNA HILLS AND PRESENT A CERTIFICATE OF RECOGNITION AND GIFT.

SUMMARY:

At this meeting, Mayor Kogerman will recognize David Reynolds, Deputy City Manager, for ten years of service to the City of Laguna Hills. David was first hired as a Management Analyst on February 24, 2003; he was promoted to Assistant to the City Manager on July 1, 2006; and was promoted to his present position of Deputy City Manager on March 17, 2008.

Employees are recognized when they are with the City for five years with a Certificate of Recognition and Laguna Hills Pen and Pencil Set. Employees with ten and fifteen years of service are recognized at a City Council meeting with the Mayor presenting a Certificate of Recognition and a gift.

ATTACHMENT:

- Certificate

CERTIFICATE OF RECOGNITION

DAVID REYNOLDS

Deputy City Manager Ten Year Service Award

WHEREAS, David Reynolds was hired by the City on February 24, 2003, as a Management Analyst; was promoted to the Assistant to the City Manager on July 1, 2006; and was promoted to his present position of Deputy City Manager on March 17, 2008; and

WHEREAS, it is the policy and practice of the City of Laguna Hills to attract and retain highly qualified and motivated people; and

WHEREAS, David Reynolds has served the City of Laguna Hills in a professional, caring, and conscientious manner for ten years; and

WHEREAS, David's service has greatly contributed to the overall success of the City in its efforts to provide quality local government services, programs, and projects to the residents and businesses of Laguna Hills; and

WHEREAS, it is an honor to recognize the length and quality of David's service to the City.

NOW, THEREFORE, I, Barbara Kogerman, Mayor, on behalf of the City Council, do hereby express appreciation to David Reynolds for ten years of service to the City of Laguna Hills.

Dated this 26th day of February 2013.

BARBARA D. KOGERMAN, MAYOR



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: FEBRUARY 26, 2013

TO: MAYOR AND COUNCIL MEMBERS

**FROM: PEGGY J. JOHNS
CITY CLERK**

ISSUE: RECOGNITION OF PARKS AND RECREATION COMMISSIONERS MARK JONES AND FARID TABRIZY AND TRAFFIC COMMISSIONERS PAM DOW AND TIMOTHY HILLIS

RECOMMENDATION: THAT MAYOR KOGERMAN PRESENT A CITY TILE PLAQUE TO MARK JONES, FARID TABRIZY, PAM DOW, AND TIMOTHY HILLIS.

SUMMARY:

Parks and Recreation Commissioners Mark Jones and Farid Tabrizy have completed their terms of office. Commissioner Jones began serving on the Parks and Recreation Commission on January 14, 2004, and Commissioner Tabrizy began serving on November 22, 2011. Traffic Commissioners Pam Dow and Timothy Hillis have completed their terms of office. Commissioner Dow began serving on the Traffic Commission on February 3, 1998, and Commissioner Hillis began serving on January 17, 2006.

It is in order to recognize Mark Jones, Farid Tabrizy, Pam Dow, and Timothy Hillis for their service to the City of Laguna Hills.



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: FEBRUARY 26, 2013

TO: MAYOR AND COUCIL MEMBERS

FROM: PEGGY J. JOHNS
CITY CLERK

ISSUE: OATHS OF OFFICE FOR PARKS AND RECREATION COMMISSIONERS
AND TRAFFIC COMMISSIONERS

RECOMMENDATION: THAT THE CITY CLERK ISSUE THE OATHS OF OFFICE
AND MAYOR KOGERMAN PRESENT CERTIFICATES OF APPOINTMENT TO PARKS
AND RECREATION COMMISSIONERS VICTORIA AUER AND RICHARD NAGLE AND
TRAFFIC COMMISSIONERS RICK FRAZIER, STEVEN BEEUWSAERT AND MICHAEL
CAPUTO.

SUMMARY:

At its Special meeting held on February 5, 2013, the City Council made the following appointments:

Parks and Recreation Commission

Victoria Auer
Richard Nagle

Traffic Commission

Rick Frazier
Steven Beeuwsaert
Michael Caputo

The terms for these Commissioners will be through January 31, 2017.

**CITY OF LAGUNA HILLS, CALIFORNIA
CITY COUNCIL/PLANNING AGENCY REGULAR MEETING
MINUTES
FEBRUARY 12, 2013**

CALL TO ORDER

Mayor Kogerman called the Regular Meeting of the City Council of the City of Laguna Hills, California, to order at 7:00 PM in the Laguna Hills City Council Chamber, 24305 El Toro Road, Laguna Hills.

PLEDGE OF ALLEGIANCE: Mayor Pro Tempore Blount

ROLL CALL OF CITY COUNCIL MEMBERS

Present: Mayor Kogerman, Mayor Pro Tempore Blount, Council Member Bressette, Council Member Carruth, and Council Member Gilbert

1. PRESENTATIONS AND PROCLAMATIONS

1.1 LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON

THE CITY COUNCIL RECEIVED AN ORAL PRESENTATION FROM LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON AMANDA JAFFE.

Mayor Kogerman took this item out of order on the Agenda.

1.3 INTRODUCTION OF SERGEANT LUKE SOUTH

MAYOR KOGERMAN INVITED LIEUTENANT BEHRENS TO INTRODUCE SERGEANT LUKE SOUTH.

1.2 LAGUNA HILLS 3/5 MARINE SUPPORT COMMITTEE

THE CITY COUNCIL RECEIVED AN ORAL PRESENTATION FROM COMMITTEE CHAIR MIKE BLAND.

2. PUBLIC COMMENTS

EQUESTRIAN SIGNAGE

Jim Anderson, Laguna Hills, representative of City staff-led Equestrian Signage Ad-Hoc Committee, gave an update on the proposed equestrian signage and distributed pictures of proposed signage.

LAGUNA HILLS HIGH SCHOOL FUND RAISER

Meg Gorham, Laguna Hills, spoke on Laguna Hills High School fund raiser, Win-Win-Wednesday.

3. MINUTES**3.1 REGULAR MEETING, JANUARY 22, 2013**

MOTION TO APPROVE THE MINUTES OF THE JANUARY 22, 2013, REGULAR MEETING, BY M/COUNCIL MEMBER GILBERT, S/COUNCIL MEMBER BRESSETTE.

APPROVED BY A VOTE OF 4-0-1 (COUNCIL MEMBER CARRUTH ABSTAINED).

3.2 SPECIAL MEETING, FEBRUARY 5, 2013

MOTION TO APPROVE THE MINUTES OF THE FEBRUARY 5, 2013, SPECIAL MEETING, BY M/COUNCIL MEMBER GILBERT, S/COUNCIL MEMBER CARRUTH.

APPROVED BY A VOTE OF 5-0.

4. CONSENT CALENDAR

MOTION TO APPROVE THE CONSENT CALENDAR, BY M/COUNCIL MEMBER BRESSETTE, S/COUNCIL MEMBER CARRUTH.

APPROVED BY A VOTE OF 5-0.

4.1 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED FEBRUARY 12, 2013

THE CITY COUNCIL APPROVED THE WARRANT REGISTER IN THE AMOUNT OF \$350,140.53.

4.2 PROGRESS PAYMENT NO. 1 FOR COMMUNITY CENTER BUILDING REFURBISHMENT, CIP NO. 513A

THE CITY COUNCIL APPROVED PROGRESS PAYMENT NO. 1, IN THE NET AMOUNT OF \$30,718.72, TO N.S. CONSTRUCTION & PAINTING, FOR COMMUNITY CENTER BUILDING REFURBISHMENT, CIP NO. 513A.

4.3 AUTHORIZATION TO ADVERTISE FOR BIDS FOR BOTH THE CIVIC CENTER IMPROVEMENTS-CARPETING AND CIVIC CENTER IMPROVEMENTS-PAINTING

THE CITY COUNCIL APPROVED THE PLANS AND SPECIFICATIONS ON FILE WITH THE CITY CLERK AND AUTHORIZED THE ADVERTISEMENT FOR BIDS FOR BOTH THE CIVIC CENTER IMPROVEMENTS-CARPETING AND CIVIC CENTER IMPROVEMENTS-PAINTING.

4.4 PROGRESS PAYMENT NO. 22 FOR LA PAZ ROAD WIDENING AT I-5 IMPROVEMENT PROJECT, CIP NO. 159

THE CITY COUNCIL APPROVED PROGRESS PAYMENT NO. 22, IN THE NET AMOUNT OF \$52,221.42, TO SEMA CONSTRUCTION, INC., FOR THE LA PAZ ROAD WIDENING AT I-5 IMPROVEMENT PROJECT, CIP NO. 159.

4.5 SECOND QUARTER FINANCE AND TREASURER'S REPORT (FY 2012/13)

THE CITY COUNCIL RECEIVED AND FILED THE SECOND QUARTER FINANCIAL AND TREASURER'S REPORT FOR FISCAL YEAR 2012/13.

5. PLANNING AGENCY

Mayor Kogerman recessed the City Council meeting and acting in the capacity of Chair, called the regular meeting of the Planning Agency of the City of Laguna Hills, California to order at 7:28 PM.

5.1 ROLL CALL OF PLANNING AGENCY MEMBERS

Present: Chair Kogerman, Vice Chair Blount, Agency Member Bressette, Agency Member Carruth, and Agency Member Gilbert

5.2 PUBLIC COMMENTS

There were no Public Comments.

5.3 MINUTES

5.3.1 REGULAR MEETING, JANUARY 22, 2013

MOTION TO APPROVE THE MINUTES OF THE JANUARY 22, 2013, REGULAR MEETING, BY M/VICE CHAIR BLOUNT, S/AGENCY MEMBER BRESSETTE. APPROVED BY A VOTE OF 4-0-1 (AGENCY MEMBER CARRUTH ABSTAINED).

5.4 PLANNING AGENCY PUBLIC HEARINGS

5.5 VARIANCE NO. V-12-12-2454, A REQUEST BY D. KUBICA/B. DEYO TO CONSTRUCT AN OUTDOOR FIREPLACE AND +/- 191 SQUARE FOOT PATIO COVER IN A REQUIRED SETBACK ON THE SUBJECT PROPERTY AT 26362 YOLANDA STREET

Chair Kogerman opened the Public Hearing.

Andrew Herndon, Laguna Hills, President of Lomas Laguna Homeowners Association, spoke in support of Variance No. V-12-12-2454.

Chair Kogerman closed the Public Hearing.

**THE PLANNING AGENCY ADOPTED RESOLUTION NO. PA2013-02-12-1, A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, GRANTING VARIANCE NO. 12-12-2454, A REQUEST BY D. KUBICA/B. DEYO TO CONSTRUCT AN OUTDOOR FIREPLACE AND +/- 191 SQUARE FOOT PATIO COVER IN A REQUIRED SETBACK ON THE SUBJECT PROPERTY AT 26362 YOLANDA STREET, BY M/VICE CHAIR BLOUNT, S/AGENCY MEMBER BRESSETTE.
APPROVED BY A VOTE OF 5-0.**

PLANNING AGENCY ADJOURNMENT

PUBLIC IMPROVEMENT CORPORATION

Mayor Kogerman convened the Public Improvement Corporation at 7:36 PM. Mayor Kogerman reconvened the City Council meeting at 7:37 PM. All Council Members were present.

6. CITY COUNCIL PUBLIC HEARINGS

There were no Public Hearings.

7. ADMINISTRATIVE REPORTS

7.1 City Manager

The City Manager made no reports.

7.2 City Clerk

7.2.1 UNSCHEDULED COMMISSION VACANCY - JEFFREY MCCONNELL, PARKS & RECREATION COMMISSION; LETTER OF RESIGNATION

**THE CITY COUNCIL ACCEPTED THE RESIGNATION OF JEFFREY MCCONNELL, PARKS AND RECREATION COMMISSIONER, EFFECTIVE JANUARY 31, 2013, AND DIRECTED THE CITY CLERK TO PROCEED WITH THE APPOINTMENT PROCESS TO FILL THE UNSCHEDULED VACANCY ON THE PARKS AND RECREATION COMMISSION, PER GOVERNMENT CODE SECTION 54974, AND LAGUNA HILLS MUNICIPAL CODE SECTION 2-28.080.
APPROVED BY A VOTE OF 5-0.**

7.3 ASSISTANT CITY MANAGER

7.3.1 2013 CITIZEN SURVEY INSTRUMENT

NO ACTION WAS TAKEN ON THIS ITEM.

8. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS AND MAYOR**8.1 MAYOR KOGERMAN****8.1.1 AUTHORIZATION OF THE FORMATION OF A LAGUNA HILLS CITIZEN-LED EXPLORATORY COMMITTEE TO CONTACT SOUTH ORANGE COUNTY CITIES WITH EXISTING ANIMAL SHELTERS TO ASSESS THEIR WILLINGNESS AND AVAILABILITY TO CONTRACT WITH THE CITY OF LAGUNA HILLS FOR ANIMAL CARE SERVICES**

Valerie Bromberg, Laguna Hills, spoke in support of authorization of the formation of a Laguna Hills citizen-led exploratory committee.

THE CITY COUNCIL MADE A MOTION TO: (1) SUPPORT AND ENCOURAGE THE SOUTH COUNTY ANIMAL SHELTER COALITION (I.E., THE EXISTING INTEREST GROUP) TO CONTACT AND TO ENGAGE IN OUTREACH EFFORTS WITH OTHER SOUTH COUNTY CITIES THAT HAVE EXISTING ANIMAL CARE SHELTERS FOR THE PURPOSE OF FURTHER RESEARCHING AND EXAMINING POTENTIAL ANIMAL CARE SERVICE OPTIONS AND TO MAKE AN ASSESSMENT OF SUCH CITIES' WILLINGNESS, INTEREST, AND AVAILABILITY TO FURTHER EXAMINE SUCH OPTIONS; AND (2) AUTHORIZE THE CITY MANAGER TO WRITE A FORMAL LETTER OF INTRODUCTION TO THE CITY MANAGERS OF SUCH SOUTH COUNTY CITIES ON BEHALF OF THE SOUTH COUNTY ANIMAL SHELTER COALITION; AND (3) REQUESTS THAT REPRESENTATIVES FROM THE SOUTH COUNTY ANIMAL SHELTER COALITION RETURN TO THE CITY COUNCIL ON APRIL 26, 2013, AND MAKE A PRESENTATION TO THE CITY COUNCIL REGARDING THE STATUS OF SUCH OUTREACH EFFORTS, AND THAT THE CITY COUNCIL DIRECT STAFF TO AGENDIZE THIS MATTER FOR THE APRIL 26, 2013, CITY COUNCIL MEETING, BY M/COUNCIL MEMBER GILBERT, S/MAYOR PRO TEMPORE BLOUNT.

APPROVED BY A VOTE OF 4-1 (COUNCIL MEMBER CARRUTH VOTING NO).

9. CITY COUNCIL MEMBER COMMENTS**COUNCIL MEMBER BRESSETTE**

Council Member Bressette reported on his appointment to the Executive Committee, Budget & Finance Committee, and the Capital Improvement Program Committee for the Orange County Fire Authority.

MAYOR PRO TEMPORE BLOUNT

Mayor Pro Tempore Blount reported on his attendance at the grand opening of Big Air (indoor trampoline facility) on Friday, February 8, 2013.

MAYOR KOGERMAN

Mayor Kogerman reported on her attendance at the grand opening of Big Air (indoor trampoline facility) on Friday, February 8, 2013.

Mayor Kogerman reported on her attendance at the Mission Viejo Elks Club annual recognition of area cities Deputies of the Year and Firefighters of the Year.

Mayor Kogerman reported that she met with the South Coast Symphony, a professional symphony orchestra that had been performing in Laguna Hills for 17 years.

Mayor Kogerman reported that she met with San Onofre Nuclear Generator Station (SONGS).

Mayor Kogerman reported that she met with the Laguna Hills High School Principal, Sean Bolton at his monthly "Coffee with the Principal".

Mayor Kogerman reported that she held her first "Meet with the Mayor" on Saturday, February 9, 2013, and had ten residents who attended the event.

10. CLOSED SESSION

Mayor Kogerman recessed the meeting into Closed Session at 8:23 PM.

10.1 PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957(b)(1)

Public Employee Title: City Manager - Performance Evaluation

Mayor Kogerman reconvened the meeting at 10:20 PM. All Council Members were present.

City Attorney Simonian indicated that no reportable action was taken by the City Council in Closed Session.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Kogerman declared the meeting adjourned at 10:21 PM.

PEGGY J. JOHNS, CITY CLERK

ATTEST:

BARBARA D. KOGERMAN, MAYOR

APPROVED AT MEETING OF FEBRUARY 26, 2013.

**CITY OF LAGUNA HILLS, CALIFORNIA
CITY COUNCIL ADJOURNED REGULAR MEETING
MINUTES
FEBRUARY 19, 2013**

CALL TO ORDER

Mayor Kogerman called the Adjourned Regular Meeting of the City Council of the City of Laguna Hills, California, to order at 6:03 p.m. in the City Council Chambers, 24035 El Toro Road, Laguna Hills.

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER BRESSETTE

ROLL CALL OF CITY COUNCIL MEMBERS

Present: Mayor Kogerman, Mayor Pro Tempore Blount, Council Member Bressette, Council Member Carruth, and Council Member Gilbert

PUBLIC COMMENTS

Meg Gorham spoke on the method the City uses to communicate with its residents in order to promote and disseminate information.

1. CITY COUNCIL WORKSHOP ON MISSION, VISION, VALUES, AND CORE SERVICES

THE CITY COUNCIL REVIEWED, DISCUSSED, AND REAFFIRMED ITS CURRENT MISSION STATEMENT, VISION, VALUES, AND CORE SERVICES.

Council Member Bressette distributed a copy of his recommended Mission Statement for the City Council.

2. DISCUSSION OF CITY COUNCIL AGENDA PROCESSES, AGENDA SETTING PROCEDURES, AGENDA FORMAT, MEETING PROTOCOLS; CITY COUNCIL BUSINESS PRACTICES AND OPERATING PROCEDURES; AND CITY COUNCIL POLICIES, PROCEDURES, AND PROTOCOLS

City Council Policies and Expense Reimbursement Policy for Legislative Body Members were distributed to the City Council for reference as it pertains to this item.

City Council asked the City Manager to propose further modifications of the current policy for Council Members placing items on the Council agenda.

THE CITY COUNCIL REVIEWED, EVALUATED, AND DISCUSSED AGENDA PROCESSES, AGENDA SETTING PROCEDURES, AGENDA FORMAT, MEETING PROTOCOLS; CITY COUNCIL BUSINESS PRACTICES AND OPERATING PROCEDURES; AND CITY COUNCIL POLICIES, PROCEDURES, AND PROTOCOLS.

THE CITY COUNCIL MADE A MOTION TO CHANGE THE START TIME FOR CLOSED SESSION BUSINESS FROM THE END OF REGULAR CITY COUNCIL MEETINGS TO 6:00 PM, REVISE THE AGENDA FORMAT TO ACCOMMODATE THIS CHANGE, AND BRING BACK AN ORDINANCE FOR FIRST AND SECOND READING TO AMEND THE CITY'S MUNICIPAL CODE, BY M/COUNCIL MEMBER GILBERT, S/MAYOR PRO TEMPORE BLOUNT.

APPROVED BY A VOTE OF 3-2 (COUNCIL MEMBERS CARRUTH AND BRESSETTE VOTING NO).

ADJOURNMENT

There being no further business before the City Council at this study session, Mayor Kogerman declared the meeting adjourned at 10:04 p.m.

PEGGY J. JOHNS, CITY CLERK

ATTEST:

BARBARA D. KOGERMAN, MAYOR

APPROVED AT MEETING OF _____



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: FEBRUARY 26, 2013
TO: MAYOR AND COUNCIL MEMBERS
FROM: DONALD J. WHITE, ASSISTANT CITY MANAGER
ISSUE: APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED
FEBRUARY 26, 2013.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF \$835,509.73.

SUMMARY:

In accordance with Government Code Section 37202, the attached Warrant Register reflects the disbursements of the City of Laguna Hills for the period reported thereon. The Assistant City Manager certifies and attests to its accuracy and the availability of funds for the payment thereof. These warrants are hereby submitted to the City Council for approval of payment.

Prepared by:

JANICE MATEO REYES
Finance Manager

Certified:


DONALD J. WHITE
Assistant City Manager

2-20-13

DATE

FISCAL IMPACT:

The warrant register total is \$835,509.73.

ATTACHMENTS:

- 1. Warrant Register**

CITY OF LAGUNA HILLS
WARRANT REGISTER
February 26, 2013

2/26/2013 ITEM NO. 4.1

VENDOR		DESCRIPTION	CHECK NO.	AMOUNT
PREPAID WARRANTS:				
AT&T- CALNET 2		Communication Expense, Frame Relay	8804821	\$ 659.67
AT&T MOBILITY		Wireless Service, Jan '13	8804820	60.92
AU-YEUNG, MELISSA		Travel Reimbursement, Administrative Services, Jan '13	8804835	728.44
BANK OF AMERICA		Departmental Operating Expenditures, Jan '13	8804822	6,749.30
COX COMMUNICATION		Communication Expense, Traffic Control, Feb '13	8804844	179.00
CYBERSOURCE CORPORATION		eCommerce Payment Gateway Service, Online Permits, Community Development, Jan '13	8804845	29.00
HSBC BUSINESS SOLUTIONS		Program Supplies, Community Services, Jan '13	8804855	44.88
JAVED, HUMZA		Mileage Reimbursement, Public Works, Jan '13	8804859	54.81
MOULTON NIGUEL WATER DISTRICT		Water Usage, Parks, Jan '13	8804823	4,439.42
OLAMENDI, SERGIO		Program Expense - Daddy Daughter Dance, Community Services, Feb '13	8804870	689.00
OROS CONSULTING SERVICES, LLC		Professional Services, Computer Consulting Services, Jan '13	8804824	4,550.00
OROS CONSULTING SERVICES, LLC		Reimbursement, Computer Hardware, Jan '13	8804873	29.13
REFUND, FACILITY RENTAL DEPOSIT		J. Jaques, V# 2002687.002	8804876	160.00
REFUND, FACILITY RENTAL DEPOSIT		New Vista School, V# 2002690.002	8804877	500.00
REFUND, FACILITY RENTAL DEPOSIT		A. Beebe, V# 2002686.002	8804878	500.00
REYES, JANICE MATEO		Mileage Reimbursement, Administrative Services, Jan '13	8804825	22.17
REYNOLDS, DAVID		Travel Reimbursement, Information Technology, Jan '13	8804826	44.92
SAN DIEGO GAS & ELECTRIC		Electric Usage, Street Lights, Jan '13	8804827	12,450.34
SAN DIEGO GAS & ELECTRIC		Electric Usage, Street Lights and Traffic Control, Jan '13	8804884	173.71
SEMA CONSTRUCTION, INC.		Progress Payment #22, La Paz Widening @ I-5 CIP # 159	8804885	52,221.42
SMART & FINAL		Office Supplies, Jan '13	8804828	65.74
SOUTHERN CALIFORNIA EDISON		Electric Usage, Street Lights and Traffic Control, Jan '13	8804829	1,047.74
SOUTHERN CALIFORNIA EDISON		Electric Usage, Street Lights, Jan '13	8804888	9,307.69
U.S. POSTAL SERVICE		Postage, Community Mailing, La Paz Open Space Riparian Habitat CIP # 615	8804895	70.00
U.S. POSTAL SERVICE		Postage, Combined Issue City Views/Community Services Spring 2013 Activity Guide	8804896	2,500.00

**CITY OF LAGUNA HILLS
WARRANT REGISTER
February 26, 2013**

VENDOR	DESCRIPTION	CHECK	
		NO.	AMOUNT
VERIZON WIRELESS	Communication Expense, Jan '13	8804897	745.08
WELLS FARGO FINANCIAL LEASING	Lease - Copier, Community Center, Mar '13	8804898	572.92
	Total Prepaid Warrants:	\$	98,595.30
REGULAR WARRANTS:			
A. C. LANDSCAPE, INC.	Water Management Services, Backflow Testing, Jan '13	8804831	\$ 580.89
ALBERT, SOPHI	Contract Instructor Fee, Plano/Keyboard Winter Session, Community Services	8804832	558.60
ALL CITY MANAGEMENT, INC.	Crossing Guard Services, 12/31/12 - 01/13/13	8804833	4,905.60
ATHALYE CONSULTING ENGINEERING	Professional Services, La Paz Widening @ I-5 CIP # 159	8804834	9,080.00
AWARD CREATIONS	Office Supplies, Jan '13	8804836	119.35
BRAME, MARILYN	Contract Instructor Fee, Drawing Winter Session, Community Services	8804837	98.00
BUCKNAM & ASSOCIATES, INC.	Professional Services, Pavement Management System Update, Jan '13	8804838	540.00
CALIFORNIA OFFICE SYSTEMS	Usage - Copier, City Hall, Jan '13	8804839	171.83
CARL WARREN & COMPANY	Processing Fee, Small Claims, Jun - Dec '12	8804840	410.30
CHARLES ABBOTT ASSOCIATES, INC	Professional Services, Plan Checking and Building & Safety Services, Jan '13	8804841	2,546.10
COMPLETE OFFICE OF CALIFORNIA	Office Supplies, Community Center, Jan '13	8804842	193.90
COUNTY CLERK-RECORDER	Document Recording Fee, Encroachment Agreement, Feb '13	8804843	54.00
DALEY & HEFT, LLP	Professional Services, Claims, Legal Fees, Dec '12	8804846	3,263.95
DUNBAR ARMORED, INC.	Courier Fee, Armored Transport, Feb '13	8804847	106.30
ECONOMICS, INC.	Professional Services, Recycling Program, Jan '13	8804848	2,200.00
ELKINS, CHRISTINA	Contract Instructor Fee, Dancing Winter Session, Community Services	8804849	84.00
FEDERAL EXPRESS CORPORATION	Delivery Services, Jan '13	8804850	33.11
FIVE STAR TROPHIES	Office Supplies, Feb '13	8804851	68.04
GREENSPAN, FRANCES	Contract Instructor Fee, How to Sell on eBay Winter Session, Community Services	8804852	165.20
HEART OF GOLD FOUNDATION, INC.	Contract Instructor Fee, Cooking Class Winter Session, Community Services	8804853	157.50
HINDERLITER, DE LLAMAS & ASSOC	Professional Services, Sales Tax Audit 1st Qtr '13 and Recovery Fee 3rd Qtr '12	8804854	2,475.15

CITY OF LAGUNA HILLS
WARRANT REGISTER
February 26, 2013

2/26/2013 ITEM NO. 4.1

VENDOR	DESCRIPTION	CHECK NO.	AMOUNT
IMAGES BY DWAYNE	Professional Services, Photographic Images, Jan '13	8804856	561.60
IRV SEAVER MOTORCYCLES	Motorcycle Maintenance, Police Services, Jan '13	8804857	7,372.90
JAMEY CLARK, INC.	Miscellaneous Park Repairs, Janitorial Services and Graffiti Removal, Jan - Feb '13	8804858	4,126.04
KNIGHT, LORNA ANGELA	Contract Instructor Fee, Yoga Winter Session, Community Services	8804860	2,902.90
MIGLIACCIO, JENNIFER	Contract Instructor Fee, Early Childhood Winter Session, Community Services	8804863	4,462.50
MOBILE MINI, INC.	Storage Rental Fee, Community Services, Feb '13	8804864	83.16
N. S. CONSTRUCTION & PAINTING	Progress Payment #2, Community Center Building Refurbishment CIP # 513	8804865	24,734.01
NEXTECH SYSTEMS, INC.	Traffic Equipment	8804866	1,910.00
NIEVES LANDSCAPE, INC.	Monthly Maintenance and Other Assorted Landscape Services, Feb '13	8804867	79,528.84
OFFICE SOLUTIONS	Office and Operating Supplies, Jan - Feb '13	8804869	500.10
ORANGE COUNTY FIRE AUTHORITY	Remittance, Fire Fees Collected, Jan '13	8804871	510.00
ORANGE COUNTY REGISTER-FREEDOM	Legal Advertising, City Clerk, Jan '13	8804872	202.92
ORANGE COUNTY TREASURER	Public Safety 800 MHZ Cost Allocation 3rd Qtr 12/13, Communication Charge 2nd Qtr 12/13	8804861	3,333.04
ORANGE COUNTY TREASURER	Law Enforcement Services, Feb '13	8804862	460,452.40
ORANGE COUNTY TREASURER	NPDES, South Orange County Watershed Management Area, City's Cost Share	8804868	5,747.38
QUICK CRETE PRODUCTS CORP.	Wall Caps, Community Center Building Refurbishment CIP # 513	8804874	5,654.88
QUIKSILVER COURIER	Delivery Service, Jan '13	8804875	29.64
RENEGADE RACING	Event Management Services, 2013 1/2 Marathon and 5K Event, Partial Payment	8804879	2,400.00
RICHARD FISHER ASSOCIATES	Professional Services, Skate Park Assessment, Jan '13	8804880	1,335.00
RIPPETOE MILES, LLP	Professional Services, Claims, Legal Fees, Dec '12 - Jan '13	8804881	23,304.68
RPW SERVICES, INC.	Rodent Control, Parks, Jan '13	8804882	1,560.00
SALISBURY, ELENA	Contract Instructor Fee, Music Classes Winter Session, Community Services	8804883	1,711.50
SOCAL OFFICE TECHNOLOGIES	Lease - Copier, Community Services, Feb '13	8804886	657.74
SOUTH COAST WATERS	Facility Maintenance and Repairs, Water Feature, Community Center, Feb '13	8804887	1,050.00
SPECTRUM SPECIALTIES & AWARDS	Operating Supplies, Jan '13	8804889	93.40
STAPLETON, VIVIAN	Contract Instructor Fee, Early Childhood Music Winter Session, Community Services	8804890	206.50

**CITY OF LAGUNA HILLS
WARRANT REGISTER
February 26, 2013**

VENDOR	DESCRIPTION	CHECK NO.	AMOUNT
STUDIO TWO BLACK DIAMOND	Printing Services	8804891	702.82
STV INCORPORATED	Professional Services, Paseo de Valencia Widening CIP # 145	8804892	17,296.37
SUNSET PROPERTY SERVICES	Street Sweeping, Jan '13	8804893	11,520.79
TRAUMA INTERVENTION PROGRAMS	Community Program, TIP, Jan - Mar '13	8804894	910.32
WEST COAST ARBORISTS, INC.	Tree Planting, Urban Reforestation, CIP # 320 and Tree Trimming, Dec '12 - Jan '13	8804899	25,658.00
WOODRUFF, SPRADLIN & SMART	Professional Services, Legal, Dec '12	8804901	18,216.36
XEROX CORPORATION	Usage - Copier, City Hall, Jan '13	8804900	366.82
Total Regular Warrants:		\$	736,914.43
		\$	835,509.73

****WARRANT REGISTER TOTAL ****



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: FEBRUARY 26, 2013

TO: MAYOR AND COUNCIL MEMBERS

**FROM: PEGGY J. JOHNS
CITY CLERK**

ISSUE: CLAIM AGAINST THE CITY, COUNTY OF ORANGE (HEIRS OF ZAVALETA VS. CITY OF LAGUNA HILLS); DATE OF EVENT: NOVEMBER 21, 2011; FILED IN THE CITY CLERK'S OFFICE ON JANUARY 7, 2013

RECOMMENDATION: THAT THE CITY COUNCIL REJECT THE CLAIM AND DIRECT THE CITY CLERK TO SEND A CLAIM REJECTION LETTER.

SUMMARY:

On January 7, 2013, the City received a governmental claim filed on behalf of the County of Orange against the City of Laguna Hills for a defense, express indemnity, contribution and declaratory relief, in an amount exceeding \$50,000 in conjunction with the lawsuit filed by the Heirs of Zavaleta against the City.

On February 5, 2013, the City Clerk received notification from its Claim Administrator recommending rejection of the claim. The City Manager has the authority to reject claims in amounts less than \$50,000. Upon the recommendation of the City's Claims Administrator and the defense attorneys, it is recommended that the City Council reject the claim.

ATTACHMENTS:

- Claim



WAGNER & PELAYES, LLP
ATTORNEYS AND COUNSELORS AT LAW

LGHCC JAN07'13 PM 1:10

Dennis E. Wagner*
Tristan G. Pelayes†
Marty E. Zemming
Risa S. Christensen

* Also admitted
In Nevada, Texas
† Also admitted
In Washington, D.C.

January 4, 2013

***Sent Via Certified Mail – Return Receipt Requested
Via Tracking No.***

City of Laguna Hills
City Clerk
24035 El Toro Road
Laguna Hills, CA 92653

Attn: Risk Management Division

Re: Ruiz v. City of Laguna Hills, et. al.
Claimants: Teresa Martinez Ruiz, Elvira Jimenez Martinez (a
minor) and Clemente Jimenez
Date of Loss: November 12, 2011
Claim No: 11-0356
Our File No:

Dear City Clerk:

Attached please find a governmental claim on behalf of the County of
Orange against the City of Laguna Hills for a defense, express indemnity,
contribution and declaratory relief.

Very truly yours,

DENNIS E. WAGNER, ESQ.
DEW:kc
Attachments (4)

CITY OF LAGUNA HILLS

CLAIM FOR DAMAGES To Person or Property

1. Claims for death or injury to person or to personal property must be filed not later than six months after the occurrence (Government Code Section 911.2). Be sure your claim is against the City of Laguna Hills, not another public entity.
2. Claims for damages to real property must be filed not later than one year after the occurrence (Government Code Section 911.2).
3. Read the entire claim before filing.
4. See page four for the diagram upon which to locate the place of the accident.
5. This claim form must be signed on page three at the bottom.
6. Attach separate sheets, if necessary, to give full details. SIGN EACH SHEET.
7. Claims must be filed with the City Clerk (Government Code Section 915a).

Reserve for Date Stamp

LGHCC JAN07'13 PM 1:10

Claim No. C1301

Received by _____

Via: U.S. Mail ☒ *Certified*
Hand Delivered _____

THE UNDERSIGNED RESPECTFULLY SUBMITS THE FOLLOWING CLAIM AND INFORMATION RELATIVE TO DAMAGE TO PERSONS AND/OR PERSONAL PROPERTY PURSUANT TO THE PROVISIONS OF SECTIONS 900 THROUGH 915.2 OF THE GOVERNMENT CODE:

Completed claims must
be mailed or delivered
to:

City of Laguna Hills
City Clerk
24035 El Toro Road
Laguna Hills, CA 92653

CLAIMANT INFORMATION

Name: COUNTY OF ORANGE
Address: 600 West Santa Ana Blvd., Suite 104,
Santa Ana, California 9270

Dennis E. Wagner, Esq.
Wagner & Pelayes, LLP
Attorneys for County of Orange
1325 Spruce Street, Suite 200
Riverside, CA 92507
(951) 686-4800
(951) 686-4801 Fax

Phone: Daytime (951) 686-4800

Evening () _____

Date of Birth: NA

Driver's License No.: NA State: NA

1. Name, telephone number, and address to which claimant desires notices to be sent, if other than above:

2. **WHEN** did damage or injury occur? (Give exact date and hour) **SEE ATTACHED**

3. **WHERE** did damage or injury occur? (State specific location and locate on diagram on page four, where appropriate. Give street names and addresses and measurements from landmarks.)

SEE ATTACHED

4. **HOW** did damage or injury occur? (Give full details)

SEE ATTACHED

5. What particular act or omission by the City, or its employees, caused the alleged damage or injury?

SEE ATTACHED

6. Give a description of the injury, property damage, or loss, so far as is known at the time of filing this claim. If there were no injuries, state, "No injuries."

SEE ATTACHED

7. Give the name(s) of the City employee(s) causing the damage or injury:

SEE ATTACHED

8. Give names and addresses of any other persons injured:

SEE ATTACHED

9. Give names and addresses of owners of any damaged property:

SEE ATTACHED

10. Give names and addresses of all witnesses, hospitals, doctors, etc.:

SEE ATTACHED

11. Damages claimed:

- a. Amount claimed as of this date: **\$ SEE ATTACHED**
- b. Estimated amount of future costs **\$SEE ATTACHED**
- c. Total amount claimed: **\$SEE ATTACHED**
- d. Basis for computation of amounts claimed (include copies of **all** bills, invoices, estimates, etc.): **SEE ATTACHED**

12. Expenditures made on account of accident or injury: (Date - Item)
SEE ATTACHED

13. Insurance payments received, if any, and name(s) of Insurance Company(ies):
SEE ATTACHED

14. Any additional information that might be helpful in considering this claim:
SEE ATTACHED

I HAVE READ THE MATTERS AND STATEMENTS MADE IN THE ABOVE CLAIM AND KNOW THE SAME TO BE TRUE OF MY OWN KNOWLEDGE, EXCEPT AS TO THOSE MATTERS STATED UPON INFORMATION OR BELIEF AND AS TO SUCH MATTERS I BELIEVE THAT SAME TO BE TRUE. I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Signed this 3rd day of January, 2013, at Rancho,
(City)

CA
(State)

[Signature]
Claimant's Signature

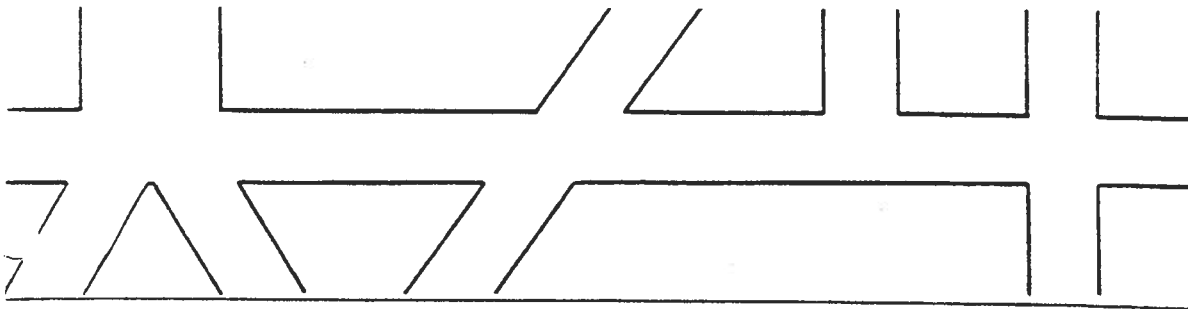
READ CAREFULLY

For all accident claims, place on the following diagram the names of streets, including north, east, south, and west; indicate place of accident by "X" and by showing house numbers or distances to street corners.

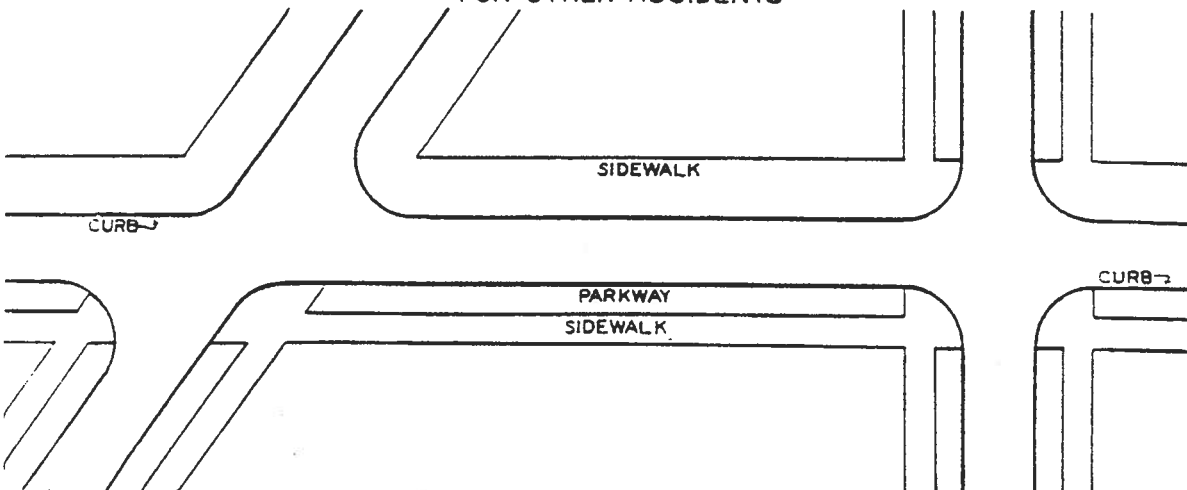
If a City vehicle was involved, designate with the letter "A" the location of the City vehicle when you first saw it, and with the letter "B" the location of you or your vehicle when you first saw the City vehicle. Designate with "A-1" the location of the City vehicle at the time of the accident, and designate your location or the location of your vehicle at the time of the accident with "B-1". Designate the point of impact with an "X."

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by the claimant.

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



Signature of Claimant or
Person filing on his behalf,
Giving relationship to
Claimant

Typed Name

Date

Counsel for County

1 **ATTACHMENT**

2
3 **NAME OF CLAIMANT:**

4 County of Orange
5 600 West Santa Ana Boulevard, Suite 104
6 Santa Ana, California 92701
7

8 **ADDRESS THE COUNTY NOTICES ARE TO BE SENT:**

9 Dennis E. Wagner, Esq.
10 Wagner & Pelayes, LLP
11 1325 Spruce Street, Suite 200
12 Riverside, California 92507
13

14 **DATE, PLACE AND CIRCUMSTANCES WHICH GIVE RISE TO CLAIM:**

15 Plaintiffs Teresa Martinez Ruiz, an individual, Elvira Jimenez Martinez, a minor
16 by and through her Guardian Ad Litem Teresa Martinez Ruiz and Clemente
17 Jimenez, an individual filed a complaint on July 21, 2012 (attached hereto as
18 Exhibit "A"), for wrongful death, naming the City of Laguna Hills and the
19 County of Orange as defendants. The complaint was served on the County of
20 Orange on August 13, 2012. The incident giving rise to this lawsuit occurred
21 at the intersection of Alicia Parkway and Paseo De Valencia in the City of
22 Laguna Hills on November 12, 2011. An OCTA bus struck the decedent,
23 Romeo Zavala while riding his bicycle across the intersection mentioned above.
24 Mr. Zavala suffered fatal injuries and plaintiffs' filed a wrongful death action
25 against the County of Orange and the City of Laguna Hills among others for
26 which the claimant, County of Orange, seeks a defense and indemnity from the
27 City of Laguna Hills.
28

1 Pursuant to the June 24, 2008 contract for road maintenance and operation
2 (attached herein as Exhibit "B") between the City of Laguna Hills and the
3 County of Orange, the City of Laguna Hills agrees to *indemnify, defend, protect*
4 *and hold harmless* the County of Orange, its officers, elected or appointed
5 officials, employees or volunteers from and against any and all claims,
6 demands, losses, defense costs or expenses, or liability of any kind or nature in
7 which the County of Orange, its officers, elected or appointed officials,
8 employees or volunteers may sustain or incur or may be imposed upon them
9 for injury to or death of persons or damage to property arising out of the City of
10 Laguna Hills' negligence or wrongful acts or omissions in performing under the
11 terms of the Agreement.

12
13 Claimant, County of Orange alleges that if it has any liability, which liability is
14 expressly denied, said liability is the result of actions or inactions on the part of
15 the City of Laguna Hills, its officers, agents, or employees. Based upon the
16 agreement this claimant seeks a defense and indemnity for all allegations,
17 obligations, injuries, damages and/or loss incurred by the plaintiff as alleged in
18 the above-entitled complaint against the County of Orange, its officers, elected
19 or appointed officials, employees or volunteers. The City of Laguna Hills is
20 obligated pursuant to provisions of the contract (see exhibit "B") to defend and
21 indemnify claimant, County of Orange, from such claims arising out of the City
22 of Laguna Hill's duties under said contract (see exhibit "B").

23
24 The name(s) of the employee(s), include unidentified City of Laguna Hills
25 employees and project managers responsible for coordinating and submitting
26 the approved annual Work Plan and services to be provided by the County of
27 Orange directing road maintenance and operation in the City of Laguna Hills
28 pursuant to Exhibit "B" attached hereto.

1
2 The County of Orange was served with the complaint filed by the plaintiffs' on
3 August 13, 2012.
4

5 **GENERAL DESCRIPTION OF THE DAMAGE, INJURY, INDEBTEDNESS, OR**
6 **OBLIGATION CLAIMED:**

7 Claimant, County of Orange, is entitled to all costs to defend itself and seeks
8 indemnity against the City of Laguna Hills in the amount of any settlement or
9 judgment awarded to or entered in favor of plaintiffs or any other defendants
10 for damages against this claimant, in Superior Court, Case No. 30-2012-
11 00587582, entitled Teresa Martinez Ruiz, Elvira Jimenez Martinez and
12 Clemente Jimenez v. MV Transportation Inc., Kathleen Larkin, OCTA, City of
13 Laguna Hills, County of Orange and Does 1-250, inclusive. The exact amount
14 of the claim cannot be stated at this time but is within the jurisdiction of the
15 Superior Court.
16

17 **THE AMOUNT CLAIMED:**

18 The amount of money or damages claimed by claimant for defense costs and
19 indemnity, from the City of Laguna Hills, is equal to that amount incurred by
20 claimant in defending this action and to that amount awarded or entered in
21 favor of plaintiffs or any other defendants by way of settlement or judgment
22 now pending the Superior Court action herein above, and the exact amount
23 cannot be stated.
24
25
26
27
28

1 **PARTIES SERVED:**

2 City of Laguna Hills
3 City Clerk
4 24035 El Toro Road
5 Laguna Hills, CA 926534

6 Gregory L. Rippetoe, Esq.
7 Laura A. Miles, Esq.
8 Kelly A. Fortin, Esq.
9 RIPPETOE MILES, LLP
10 2 Park Plaza, Suite 525
11 Irvine, CA 92614
12 T: (949) 852-0020
13 F: (949) 852-0021
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Attorneys for Defendants,
CITY OF LAGUNA HILLS

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:
AVISO AL DEMANDADO:

MV TRANSPORTATION, INC., a business entity form unknown: see attached page for additional Defendants

YOU ARE BEING SUED BY PLAINTIFF:
LO ESTÁ DEMANDANDO EL DEMANDANTE:

TERESA MARTINEZ RUIZ, an individual: see attached page for additional Plaintiffs

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

AUG 06 2012

ALAN CARLSON, Clerk of the Court

2012 AUG 13

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Orange County Superior Court - Central

700 Civic Center Drive West
Santa Ana, California 92701

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Otto L. Haselhoff, Esq. 201 Wilshire Blvd., 2nd Floor, Santa Monica, CA 90401 Tel: (310) 434-9260

DATE: **AUG 06 2012**
(Fecha)

ALAN CARLSON
Clerk, by
(Secretario)

MICHAEL PORTER, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): *County of Orange, A Government entity Form UNKNOWN*

- under: ☐ CCP 416.10 (corporation) ☐ CCP 416.80 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):

4. ☒ by personal delivery on (date): *6/13/12*

SUMMONS

Page 1 of 1
Code of Civil Procedure §§ 412.20, 461
www.courtinfo.ca.gov

2/26/2013 ITEM NO. 4.2

SHORT TITLE:

RUIZ v MV TRANSPORTATION, INC.

CASE NUMBER:

INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

☐ Plaintiff
 ☒ Defendant
 ☐ Cross-Complainant
 ☐ Cross-Defendant

MV TRANSPORTATION, a business entity form unknown, MV TRANSPORT, a business entity form unknown, KATHLEEN LARKIN a.k.a. KATHY LARKIN, an individual, ORANGE COUNTY TRANSPORTATION AUTHORITY a.k.a. ORANGE COUNTY TRANSIT AUTHORITY a.k.a. OCTA, a governmental entity form unknown, CITY OF LAGUNA HILLS, a governmental entity form unknown, COUNTY OF ORANGE, a governmental entity form unknown, and DOES 1-250 inclusive,

Page 1 of 1

Page 1 of 1

SHORT TITLE:

RUIZ v MV TRANSPORTATION, INC.

CASE NUMBER:

INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

☒ Plaintiff ☐ Defendant ☐ Cross-Complainant ☐ Cross-Defendant

ELVIRA JIMENEZ MARTINEZ, a minor by and through her Guardian Ad Litem TERESA MARTINEZ
RUIZ; and CLEMENTE JIMENEZ, an individual

Page 1 of 1

Page 1 of 1

FILE COPY

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): LAW OFFICES OF OTTO L. HASELHOFF, P.C. Otto L. Haselhoff, Esq. (SBN 190146) 201 Wilshire Blvd., Second Floor Santa Monica, CA 90401 TELEPHONE NO.: (310) 434-9260 FAX NO.: (310) 434-9270 ATTORNEY FOR (Name): Plaintiffs Teresa Martinez Ruiz, et al		FOR COURT USE ONLY FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF ORANGE CENTRAL JUSTICE CENTER JUL 31 2012 ALAN CARLSON, Clerk of the Co. 30-2012 CASE NUMBER: 00587582 JUDGE: JUDGE SHEILA FELL DEPT: DEPT. C22
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange STREET ADDRESS: 700 Civic Center Drive West MAILING ADDRESS: 700 Civic Center Drive West CITY AND ZIP CODE: Santa Ana, California 92701 BRANCH NAME: Central Justice Center		
CASE NAME: RUIZ v MV TRANSPORTATION, INC.		
CIVIL CASE COVER SHEET ☒ Unlimited (Amount demanded exceeds \$25,000) ☐ Limited (Amount demanded is \$25,000 or less) Complex Case Designation ☐ Counter ☐ Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort ☒ Auto (22) ☐ Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort ☐ Asbestos (04) ☐ Product liability (24) ☐ Medical malpractice (45) ☐ Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort ☐ Business tort/unfair business practice (07) ☐ Civil rights (08) ☐ Defamation (13) ☐ Fraud (16) ☐ Intellectual property (19) ☐ Professional negligence (26) ☐ Other non-PI/PD/WD tort (35) Employment ☐ Wrongful termination (38) ☐ Other employment (15)	Contract ☐ Breach of contract/warranty (06) ☐ Rule 3.740 collections (09) ☐ Other collections (09) ☐ Insurance coverage (18) ☐ Other contract (37) Real Property ☐ Eminent domain/inverse condemnation (14) ☐ Wrongful eviction (33) ☐ Other real property (26) Unlawful Detainer ☐ Commercial (31) ☐ Residential (32) ☐ Drugs (38) Judicial Review ☐ Asset forfeiture (05) ☐ Petition re: arbitration award (11) ☐ Writ of mandate (02) ☐ Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) ☐ Antitrust/Trade regulation (03) ☐ Construction defect (10) ☐ Mass tort (40) ☐ Securities litigation (28) ☐ Environmental/Toxic tort (30) ☐ Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment ☐ Enforcement of judgment (20) Miscellaneous Civil Complaint ☐ RICO (27) ☐ Other complaint (not specified above) (42) Miscellaneous Civil Petition ☐ Partnership and corporate governance (21) ☐ Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- | | |
|--|--|
| a. ☐ Large number of separately represented parties | d. ☐ Large number of witnesses |
| b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. ☐ Substantial amount of documentary evidence | f. ☐ Substantial postjudgment judicial supervision |

3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive

4. Number of causes of action (specify): 4

5. This case ☐ is ☒ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: July 31, 2012

Otto L. Haselhoff, Esq.

(TYPE OR PRINT NAME)

SIGNATURE OF PARTY OR ATTORNEY FOR PARTY

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 at seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

SUPERIOR COURT OF CALIFORNIA
ORANGE COUNTY – CENTRAL JUSTICE CENTER
CIVIL DEPARTMENT CALENDAR SCHEDULING CHART
 Ex Parte applications must comply with California Rules of Court, rules 3.1200 – 3.1207
 Court Local Rules are located at www.occourts.org

Dept.	Judicial Officer	Motion Days and Time	Ex Parte Days and Time	Telephonic Notice to Courtroom the day before the hearing but no later than:	Ex Parte Application and Proposed Order presented to the court the day before the hearing but no later than:	Rulings posted on Internet?	Other Call for available dates.
C22	FELL 657-622-5222	Wednesday 10:00 a.m. Motions must be reserved prior to filing by calling 657-622-5222.	Daily 8:30 a.m.	Not required	2:00 p.m.	Yes 4:30 p.m. the day before	Moving party must submit on moving papers unless the court invites oral argument. Oral argument will be heard on the hearing date. Oppositions must be in writing but may be hand written if presented at the time of appearance.
C9	GASTELUM 657-822-5209	Tuesday 2:00 p.m.	M,T,W,TH 1:30 p.m.	Noon	3:00 p.m., day before the Ex Parte hearing	Yes Monday before hearing	
C32	GLASS 657-622-5232	Mondays 2:00 p.m.	Monday 10:00 a.m. T, W, Th, F 9:00 a.m.	9:00 a.m.	Oppositions due by 8:00 a.m. day of the hearing	Yes Friday before hearing	Oral argument will be heard at the hearing. Counsel may submit on pleadings but must inform clerk prior to calendar call. Call clerk if all sides submit to tentative ruling. The court may allow oral argument but it will be limited to 5 minutes or less per side.
C31	HORN 657-622-5231	Wednesday 1:30 p.m.	M,T,W,TH, F 8:30 a.m.	12:00 p.m. before Ex Parte Hearing. Reservation must be made with courtroom prior to the hearing.	3:00 p.m.	No	
C24	HUNT 657-622-5224	T, W, Th 8:30 a.m.	Daily 1:30 p.m.	Not required	Submit documents at time of hearing	No	Motions for Summary Judgment & Demurrers must be reserved with C-24 prior to filing by calling (657)622-5224. Teleconference appearances are voluntary and do not require consent by court or other parties. However, the court reserves to right to reject any request. Teleconference appearances are conducted in conformity with the guidelines, which are available by calling CourtCall, LLC at (310)914-7884 or (888) 88-COURT

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE**

**ALTERNATIVE DISPUTE RESOLUTION (ADR)
INFORMATION PACKAGE**

NOTICE TO PLAINTIFF(S) AND/OR CROSS-COMPLAINANT(S):

Rule 3.221(c) of the California Rules of Court requires you to serve a copy of the ADR Information Package along with the complaint and/or cross-complaint.

**California Rules of Court – Rule 3.221
Information about Alternative Dispute Resolution (ADR)**

(a) Each court shall make available to the plaintiff, at the time of filing of the complaint, an ADR Information Package that includes, at a minimum, all of the following:

(1) General information about the potential advantages and disadvantages of ADR and descriptions of the principal ADR processes.

(2) Information about the ADR programs available in that court, including citations to any applicable local court rules and directions for contacting any court staff responsible for providing parties with assistance regarding ADR.

(3) Information about the availability of local dispute resolution programs funded under the Dispute Resolutions Program Act (DRPA), in counties that are participating in the DRPA. This information may take the form of a list of the applicable programs or directions for contacting the county's DRPA coordinator.

(4) An ADR stipulation form that parties may use to stipulate to the use of an ADR process.

(b) A court may make the ADR Information Package available on its Web site as long as paper copies are also made available in the clerk's office.

(c) The plaintiff must serve a copy of the ADR Information Package on each defendant along with the complaint. Cross-complainants must serve a copy of the ADR Information Package on any new parties to the action along with the cross-complaint.

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE**

ADR Information

Introduction.

Most civil disputes are resolved without filing a lawsuit, and most civil lawsuits are resolved without a trial. The courts and others offer a variety of Alternative Dispute Resolution (ADR) processes to help people resolve disputes without a trial. ADR is usually less formal, less expensive, and less time-consuming than a trial. ADR can also give people more opportunity to determine when and how their dispute will be resolved.

BENEFITS OF ADR.

Using ADR may have a variety of benefits, depending on the type of ADR process used and the circumstances of the particular case. Some potential benefits of ADR are summarized below.

Save Time. A dispute often can be settled or decided much sooner with ADR; often in a matter of months, even weeks, while bringing a lawsuit to trial can take a year or more.

Save Money. When cases are resolved earlier through ADR, the parties may save some of the money they would have spent on attorney fees, court costs, experts' fees, and other litigation expenses.

Increase Control Over the Process and the Outcome. In ADR, parties typically play a greater role in shaping both the process and its outcome. In most ADR processes, parties have more opportunity to tell their side of the story than they do at trial. Some ADR processes, such as mediation, allow the parties to fashion creative resolutions that are not available in a trial. Other ADR processes, such as arbitration, allow the parties to choose an expert in a particular field to decide the dispute.

Preserve Relationships. ADR can be a less adversarial and hostile way to resolve a dispute. For example, an experienced mediator can help the parties effectively communicate their needs and point of view to the other side. This can be an important advantage where the parties have a relationship to preserve.

Increase Satisfaction. In a trial, there is typically a winner and a loser. The loser is not likely to be happy, and even the winner may not be completely satisfied with the outcome. ADR can help the parties find win-win solutions and achieve their real goals. This, along with all of ADR's other potential advantages, may increase the parties' overall satisfaction with both the dispute resolution process and the outcome.

Improve Attorney-Client Relationships. Attorneys may also benefit from ADR by being seen as problem-solvers rather than combatants. Quick, cost-effective, and satisfying resolutions are likely to produce happier clients and thus generate repeat business from clients and referrals of their friends and associates.

DISADVANTAGES OF ADR.

ADR may not be suitable for every dispute.

Loss of protections. If ADR is binding, the parties normally give up most court protections, including a decision by a judge or jury under formal rules of evidence and procedure, and review for legal error by an appellate court.

Less discovery. There generally is less opportunity to find out about the other side's case with ADR than with litigation. ADR may not be effective if it takes place before the parties have sufficient information to resolve the dispute.

Additional costs. The neutral may charge a fee for his or her services. If a dispute is not resolved through ADR, the parties may have to put time and money into both ADR and a lawsuit.

Effect of delays if the dispute is not resolved. Lawsuits must be brought within specified periods of time, known as statutes of limitation. Parties must be careful not to let a statute of limitations run out while a dispute is in an ADR process.

TYPES OF ADR IN CIVIL CASES.

The most commonly used ADR processes are arbitration, mediation, neutral evaluation and settlement conferences.

Arbitration. In arbitration, a neutral person called an "arbitrator" hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are often relaxed. Arbitration may be either "binding" or "nonbinding." *Binding arbitration* means that the parties waive their right to a trial and agree to accept the arbitrator's decision as final. Generally, there is no right to appeal an arbitrator's decision. *Nonbinding* arbitration means that the parties are free to request a trial if they do not accept the arbitrator's decision.

Cases for Which Arbitration May Be Appropriate. Arbitration is best for cases where the parties want another person to decide the outcome of their dispute for them but would like to avoid the formality, time, and expense of a trial. It may also be appropriate for complex matters where the parties want a decision-maker who has training or experience in the subject matter of the dispute.

Cases for Which Arbitration May Not Be Appropriate. If parties want to retain control over how their dispute is resolved, arbitration, particularly binding arbitration, is not appropriate. In binding arbitration, the parties generally cannot appeal the arbitrator's award, even if it is not supported by the evidence or the law. Even in nonbinding arbitration, if a party requests a trial and does not receive a more favorable result at trial than in arbitration, there may be penalties.

Mediation. In mediation, an impartial person called a "mediator" helps the parties try to reach a mutually acceptable resolution of the dispute. The mediator does not decide the dispute but helps the parties communicate so they can try to settle the dispute themselves. Mediation leaves control of the outcome with the parties.

Cases for Which Mediation May Be Appropriate. Mediation may be particularly useful when parties have a relationship they want to preserve. So when family members, neighbors, or business partners have a dispute, mediation may be the ADR process to use. Mediation is also effective when emotions are getting in the way of resolution. An effective mediator can hear the parties out and help them communicate with each other in an effective and nondestructive manner.

Cases for Which Mediation May Not Be Appropriate. Mediation may not be effective if one of the parties is unwilling to cooperate or compromise. Mediation also may not be effective if one of the parties has a significant advantage in power over the other. Therefore, it may not be a good choice if the parties have a history of abuse or victimization.

Neutral Evaluation. In neutral evaluation, each party gets a chance to present the case to a neutral person called an "evaluator." The evaluator then gives an opinion on the strengths and weaknesses of each party's evidence and arguments and about how the dispute could be resolved. The evaluator is

often an expert in the subject matter of the dispute. Although the evaluator's opinion is not binding, the parties typically use it as a basis for trying to negotiate a resolution of the dispute.

Cases for Which Neutral Evaluation May Be Appropriate. Neutral evaluation may be most appropriate in cases in which there are technical issues that require special expertise to resolve or the only significant issue in the case is the amount of damages.

Cases for Which Neutral Evaluation May Not Be Appropriate. Neutral evaluation may not be appropriate when there are significant personal or emotional barriers to resolving the dispute.

Settlement Conferences. Settlement conferences may be either mandatory or voluntary. In both types of settlement conferences, the parties and their attorneys meet with a judge or a neutral person called a "settlement officer" to discuss possible settlement of their dispute. The judge or settlement officer does not make a decision in the case but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. Settlement conferences are appropriate in any case where settlement is an option. Mandatory settlement conferences are often held close to the date a case is set for trial.

ADDITIONAL INFORMATION.

In addition to mediation, arbitration, neutral evaluation, and settlement conferences, there are other types of ADR, including conciliation, fact finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR types. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute.

To locate a dispute resolution program or neutral in your community:

- Contact the California Department of Consumer Affairs, Consumer Information Center, toll free, 1-800-852-5210
- Contact the Orange County Bar Association at (949) 440-6700
- Look in the Yellow Pages under "Arbitrators" or "Mediators"

Free mediation services are provided under the Orange County Dispute Resolution Program Act (DRPA). For information regarding DRPA, contact:

- Community Service Programs, Inc. (949) 851-3168
- Orange County Human Relations (714) 834-7198

For information on the Superior Court of California, County of Orange court ordered arbitration program, refer to Local Rule 360.

The Orange County Superior Court offers programs for Civil Mediation and Early Neutral Evaluation (ENE). For the Civil Mediation program, mediators on the Court's panel have agreed to accept a fee of \$300 for up to the first two hours of a mediation session. For the ENE program, members of the Court's panel have agreed to accept a fee of \$300 for up to three hours of an ENE session. Additional information on the Orange County Superior Court Civil Mediation and Early Neutral Evaluation (ENE) pilot programs is available on the Court's website at www.occourts.org.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name & Address):		FOR COURT USE ONLY
Telephone No.:	Fax No. (Optional):	
E-Mail Address (Optional):	Bar No:	
ATTORNEY FOR (Name):		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE JUSTICE CENTER: ☐ Central - 700 Civic Center Dr. West, Santa Ana, CA 92701-4045 ☐ Civil Complex Center - 751 W. Santa Ana Blvd., Santa Ana, CA 92701-4512 ☐ Harbor-Laguna Hills Facility - 23141 Moulton Pkwy., Laguna Hills, CA 92653-1251 ☐ Harbor - Newport Beach Facility - 4501 Jamboree Rd., Newport Beach, CA 92660-2595 ☐ North - 1275 N. Berkeley Ave., P.O. Box 5000, Fullerton, CA 92838-0500 ☐ West - 8141 13 th Street, Westminster, CA 92683-0500		
PLAINTIFF/PETITIONER:		
DEFENDANT/RESPONDENT:		
ALTERNATIVE DISPUTE RESOLUTION (ADR) STIPULATION		CASE NUMBER:

Plaintiff(s)/Petitioner(s), _____

and defendant(s)/respondent(s), _____

agree to the following dispute resolution process:

- ☐ Mediation
- ☐ Arbitration (must specify code)
- ☐ Under section 1141.11 of the Code of Civil Procedure
- ☐ Under section 1280 of the Code of Civil Procedure
- ☐ Neutral Case Evaluation

The ADR process must be completed no later than 90 days after the date of this Stipulation or the date the case was referred, whichever is sooner.

☐ I have an Order on Court Fee Waiver (FW-003) on file, and the selected ADR Neutral(s) are eligible to provide pro bono services.

☐ The ADR Neutral Selection and Party List is attached to this Stipulation.

We understand that there may be a charge for services provided by neutrals. We understand that participating in an ADR process does not extend the time periods specified in California Rules of Court rule 3.720 et seq.

Date: _____ (SIGNATURE OF PLAINTIFF OR ATTORNEY) (SIGNATURE OF PLAINTIFF OR ATTORNEY)

Date: _____ (SIGNATURE OF DEFENDANT OR ATTORNEY) (SIGNATURE OF DEFENDANT OR ATTORNEY)

ALTERNATIVE DISPUTE RESOLUTION (ADR) STIPULATION

Approved for Optional Use
L1270 (Rev. January 2010)

California Rules of Court, rule 3.221

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE JUSTICE CENTER: ☒ Central - 700 Civic Center Dr. West, Santa Ana, CA 92701-4045 ☐ Civil Complex Center - 751 W. Santa Ana Blvd., Santa Ana, CA 92701-4512 ☐ Harbor-Laguna Hills Facility - 23141 Moulton Pkwy., Laguna Hills, CA 92653-1251 ☐ Harbor - Newport Beach Facility - 4601 Jamboree Rd., Newport Beach, CA 92660-2595 ☐ North - 1275 N. Berkeley Ave., P.O. Box 5000, Fullerton, CA 92838-0500 ☐ West - 8141 13 th Street, Westminster, CA 92683-0500	FOR COURT USE ONLY
PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	
ALTERNATIVE DISPUTE RESOLUTION (ADR) NEUTRAL SELECTION AND PARTY LIST ☐ Arbitration ☐ Mediation ☐ Neutral Evaluation	CASE NUMBER:

(ATTACH THIS FORM TO FORM L-1270, ALTERNATIVE DISPUTE RESOLUTION (ADR) STIPULATION, AND FILE IT WITH THE COURT.)

ADR NEUTRAL SELECTION

For Arbitration, parties may select a Neutral and Alternate or may have a Neutral randomly assigned from the Court's Panel. For Mediation and Neutral Evaluation, parties must select a Neutral and an Alternate below.

☐ For Arbitration, please check this box to have an arbitrator assigned at random.

The parties select the following Neutral and Alternate from the Court ADR Panel:

Neutral: _____

Alternate: _____

The above named Neutral will be notified by a Notice of Assignment of ADR Neutral that he or she has been selected as the neutral in this proceeding. In the event the neutral does not accept the assignment, a new Notice of Assignment of ADR Neutral will be sent to the above named Alternate. The assignment of the Alternate to serve as the Neutral does not extend the time to complete the ADR process.

ALTERNATIVE DISPUTE RESOLUTION (ADR) NEUTRAL SELECTION AND PARTY LIST

Adopted for Mandatory Use
L2748 (New February 2008)

www.dccourts.org

Short Title:

Case Number:

PARTY LIST
(Including Affiliates)

The parties agree that the ADR Session may be conducted on one of the following dates:

1. _____ 2. _____ 3. _____ 4. _____

Attorney and Firm Name: _____

Mailing Address: _____ City _____ ZIP _____

Area Code and Telephone Number: _____ Fax _____

Attorney for: _____

Attorney and Firm Name: _____

Mailing Address: _____ City _____ ZIP _____

Area Code and Telephone Number: _____ Fax _____

Attorney for: _____

Attorney and Firm Name: _____

Mailing Address: _____ City _____ ZIP _____

Area Code and Telephone Number: _____ Fax _____

Attorney for: _____

Attorney and Firm Name: _____

Mailing Address: _____ City _____ ZIP _____

Area Code and Telephone Number: _____ Fax _____

Attorney for: _____

This Party List must also include the full names, addresses, and phone numbers of corporate parties' parent and subsidiary corporations, and of all insurance carriers. Counsel must immediately notify the neutral upon discovery if any attorney or self-represented party is not listed on this Party List Form.

☐ Attach additional copies of this page if necessary to include additional parties, affiliated entities or insurance carriers.

**ALTERNATIVE DISPUTE RESOLUTION (ADR)
NEUTRAL SELECTION AND PARTY LIST**

Adopted for Mandatory Use
L2748 (New February 2008)

www.occourts.org

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CIV-010

ATTORNEY (Name, State Bar number, and address): LAW OFFICES OF OTTO L. HASSELHOFF, P.C. Otto L. Haselhoff, Esq. (SBN 190146) 201 Wilshire Blvd., Second Floor Santa Monica, CA 90401 TELEPHONE NO.: (310) 434-9260 FAX NO. (Optional): (310) 434-9270 E-MAIL ADDRESS (Optional): otto@olhpc.com ATTORNEY FOR (Name): Plaintiffs Teresa Martinez Ruiz, et al	FOR COURT USE ONLY FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF ORANGE CENTRAL JUSTICE CENTER JUL 31 2012 ALAN CARLSON, Clerk of the Court
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange STREET ADDRESS: 700 Civic Center Drive West MAILING ADDRESS: 700 Civic Center Drive West CITY AND ZIP CODE: Santa Ana, California 92701 BRANCH NAME: Central Justice Center	CASE NUMBER: 30-2012 00587532
PLAINTIFF/PETITIONER: RUIZ DEFENDANT/RESPONDENT: MV TRANSPORTATION, INC.	
APPLICATION AND ORDER FOR APPOINTMENT OF GUARDIAN AD LITEM—CIVIL ☒ EX PARTE	
<i>NOTE: This form is for use in civil proceedings in which a party is a minor, an incapacitated person, or a person for whom a conservator has been appointed. A party who seeks the appointment of a guardian ad litem in a family law or juvenile proceeding should use form FL-936. A party who seeks the appointment of a guardian ad litem in a probate proceeding should use form DE-350/GC-100. An individual cannot act as a guardian ad litem unless he or she is represented by an attorney or is an attorney.</i>	

1. Applicant (name): Teresa Martinez Ruiz is
 - a. ☒ the parent of (name): Elvira Jimenez Martinez
 - b. ☐ the guardian of (name):
 - c. ☐ the conservator of (name):
 - d. ☐ a party to the suit.
 - e. ☐ the minor to be represented (if the minor is 14 years of age or older).
 - f. ☐ another interested person (specify capacity):

2. This application seeks the appointment of the following person as guardian ad litem (state name, address, and telephone number):
 Teresa Martinez Ruiz
 Domicilio Conocido Calle Antonio Valdez Barrio Del Campo Tatalpetec De Valdez Jukila Oaxaca CP 71850

3. The guardian ad litem is to represent the interests of the following person (state name, address, and telephone number):
 Elvira Jimenez Martinez
 Domicilio Conocido Calle Antonio Valdez Barrio Del Campo Tatalpetec De Valdez Jukila Oaxaca CP 71850

4. The person to be represented is:
 - a. ☒ a minor (date of birth): October 2, 1998
 - b. ☐ an incompetent person.
 - c. ☐ a person for whom a conservator has been appointed.

5. The court should appoint a guardian ad litem because:
 - a. ☒ the person named in item 3 has a cause or causes of action on which suit should be brought (describe):
 Claims based on wrongful death and survival action.

☐ Continued on Attachment 5a.

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PLAINTIFF/PETITIONER: RUIZ

DEFENDANT/RESPONDENT: MV TRANSPORTATION, INC.

CASE NUMBER

30-2012

CIV-010

00587532

5 b. ☐ more than 10 days have elapsed since the summons in the above-entitled matter was served on the person named in item 3, and no application for the appointment of a guardian ad litem has been made by the person identified in item 3 or any other person

c. ☐ the person named in item 3 has no guardian or conservator of his or her estate.

d. ☒ the appointment of a guardian ad litem is necessary for the following reasons (specify):

Plaintiff Elvira Jimenez Martinez is a minor, age 13.

☐ Continued on Attachment 5d.

6. The proposed guardian ad litem's relationship to the person he or she will be representing is:

a. ☒ related (state relationship): Parent

b. ☐ not related (specify capacity):

7. The proposed guardian ad litem is fully competent and qualified to understand and protect the rights of the person he or she will represent and has no interests adverse to the interests of that person. (If there are any issues of competency or qualification or any possible adverse interests, describe and explain why the proposed guardian should nevertheless be appointed):

☐ Continued on Attachment 7

Otto L. Haselhoff, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF ATTORNEY)

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

Date: 30-07-12

Teresa Martinez Ruiz

(TYPE OR PRINT NAME)

(SIGNATURE OF APPLICANT)

CONSENT TO ACT AS GUARDIAN AD LITEM

I consent to the appointment as guardian ad litem under the above petition.

Date: 30-07-12

Teresa Martinez Ruiz

(TYPE OR PRINT NAME)

(SIGNATURE OF PROPOSED GUARDIAN AD LITEM)

ORDER ☒ EX PARTE

THE COURT FINDS that it is reasonable and necessary to appoint a guardian ad litem for the person named in item 3 of the application, as requested

THE COURT ORDERS that (name): Teresa Martinez Ruiz is hereby appointed as the guardian ad litem for (name): Elvia Jimenez Martinez for the reasons set forth in item 5 of the application.

Date:

JUL 31 2012

GLENDASANDERS

JUDICIAL OFFICER

☐ SIGNATURE FOLLOWS LAST ATTACHMENT

FILE COPY

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

JUL 31 2012

ALAN CARLSON, Clerk of the Court

LAW OFFICES OF OTTO L. HASELHOFF, P.C.
Otto L. Haselhoff, Esq. (State Bar No. 190146)
201 Wilshire Boulevard, Second Floor
Santa Monica, California 90401
(310) 434-9260; Fax (310) 434-9270

LAW OFFICES OF MARTINIAN & ASSOCIATES
Tigran Martinian, Esq. (State Bar No. 247638)
3330 W. Caheunga Boulevard, Suite 303
Los Angeles, California 90068
Tel: (323) 850-1900; Fax: (323) 850-1943

Attorneys for Plaintiff(s)
TERESA MARTINEZ RUIZ, an individual,
ELVIRA JIMENEZ MARTINEZ, a minor
CLEMENTE JIMENEZ, an individual

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

30-2012

00587502

TERESA MARTINEZ RUIZ, an individual,
ELVIRA JIMENEZ MARTINEZ, a minor
by and through her Guardian Ad Litem
TERESA MARTINEZ RUIZ; and
CLEMENTE JIMENEZ, an individual;

Plaintiff(s)

-against-

MV TRANSPORTATION, INC., a business
entity form unknown, MV
TRANSPORTATION, a business entity form
unknown, MV TRANSPORT, a business
entity form unknown, KATHLEEN LARKIN
a.k.a. KATHY LARKIN, an individual,
ORANGE COUNTY TRANSPORTATION
AUTHORITY
a.k.a. ORANGE COUNTY TRANSIT
AUTHORITY a.k.a. OCTA, a governmental
entity form unknown, CITY
OF LAGUNA HILLS, a governmental entity
form unknown, COUNTY OF ORANGE, a
governmental entity form unknown, and
DOES 1-250 inclusive,

Defendants(s)

Case No. _____

**COMPLAINT FOR WRONGFUL
DEATH DAMAGES AND SUCCESSOR
IN INTEREST DAMAGES & DEMAND
FOR TRIAL BY JURY**

1. WRONGFUL DEATH -
NEGLIGENCE
2. WRONGFUL DEATH -
GOVERNMENTAL TORT
LIABILITY,
3. SURVIVAL ACTION;
4. DECLARATORY RELIEF;

JURY TRIAL DEMANDED

[UNLIMITED CIVIL CASE]

Assigned to: **JUDGE SHEILA FELL**
Department: **DEPT. C22**

COMES NOW, plaintiffs, who complain of defendants, and each of them, and allege, upon
information and belief, by their counsel, as follows:

I.

THE PARTIES

1. At all times hereinafter mentioned, plaintiff TERESA MARTINEZ RUIZ was, and still is, an individual.

2. At all times hereinafter mentioned, plaintiff ELVIRA JIMENEZ MARTINEZ, was, and still is, a minor proceeding by and through her Guardian Ad Litem TERESA MARTINEZ RUIZ. An application for appointment of guardian ad litem is filed contemporaneously with this complaint.

3. At all times hereinafter mentioned, plaintiff CLEMENTE JIMINEZ, was, and still is, an individual.

4. Upon information and belief, all plaintiffs were, and still are, relatives of Romeo Zavaleta (hereinafter "decedent"), who died on or about November 12, 2011 in a tragic accident. Upon information and belief, Plaintiff TERESA MARTINEZ RUIZ was the wife of said decedent, Plaintiff ELVIRA JIMENEZ MARTINEZ was the daughter of said decedent, and Plaintiff CLEMENTE JIMINEZ was the father of said decedent. Attached to this complaint are the declarations required by, inter alia, C.C.P. 377, et seq., and a certified copy of the death certificate of decedent.

5. There are no other known heirs with standing to pursue claims for the death of Romeo Zavaleta. However, this complaint is filed naming doe/fictitious defendants. As such, if any qualified person is found in the future to be an heir with standing to pursue claims arising out of the death of the decedent, then such persons may be added, once known, to this action via doe amendment at the appropriate time.

5. Plaintiffs are informed and believe and thereon allege that at all times hereinafter mentioned, the defendants MV TRANSPORTATION, INC., MV TRANSPORTATION, MV TRANSPORT, (hereinafter collectively 'MV TRANSPORT') are business entities of unknown form with their principal place of business in the state of California, with a domicile in California, and doing a substantial amount of business in California, including the County of Orange.

6. Plaintiffs are informed and believe and thereon allege that the defendant KATHLEEN LARKIN a.k.a. KATHY LARKIN (hereinafter "LARKIN") was, and still is, an individual and

1 resident of the State of California employed in Orange County and residing in San Jacinto,
2 California.

3 7. Plaintiffs are informed and believe and thereon allege that at all times hereinafter
4 mentioned, the defendants ORANGE COUNTY TRANSPORTATION AUTHORITY a.k.a.
5 ORANGE COUNTY TRANSIT AUTHORITY a.k.a. OCTA, CITY OF LAGUNA HILLS, and
6 COUNTY OF ORANGE were, and still are, governmental entities organized and existing within
7 the State of California, County of Orange, and encompass numerous departments, that are involved
8 in various governmental functions.

9 8. The true names and/or capacities whether individual, corporate, associate or
10 otherwise, of defendants DOES 1-250 INCLUSIVE, are unknown to plaintiffs who therefore sue said
11 defendants by such fictitious names. Said DOE defendants may include, but do not necessarily
12 include, individuals, businesses, corporations, partnerships, associations, joint ventures, defendants
13 that are governmental in nature, as well as product manufacturers, medical providers, professionals,
14 contractors, estates, administrators of estates, trusts and/or all other types of entities and/or
15 individuals, as discovery in this matter may reveal. Regardless, plaintiffs allege that each of the
16 defendants designated herein as a DOE is legally responsible in some manner for the events and
17 happenings herein referred to, and legally caused injury and damages proximately thereby to
18 plaintiffs and each of them as herein alleged.

19 9. At all times herein mentioned, each of the defendants was the agent, servant,
20 employee, partner, alter ego, and/or joint venturer of each of the remaining defendants and at all
21 times alleged hereinafter mentioned, defendants were acting within the purpose and scope of said
22 agency, employment, partnership, alter ego, and/or joint venture, and each defendant has ratified and
23 approved the acts of the remaining defendants. To the extent a corporate defendant, it is believed
24 that any such defendant's corporate officers and directors ratified and approved any wrongful
25 conduct alleged in this complaint, or were directly responsible for perpetrating such conduct.

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ii.

GOVERNMENTAL TORT CLAIMS ACT COMPLIANCE

10. On or about May 2, 2012, and within six (6) months of the date of the incident that gives rise to this lawsuit, plaintiffs timely and properly served a Governmental Tort Claim upon the defendants ORANGE COUNTY TRANSPORTATION AUTHORITY a.k.a. ORANGE COUNTY TRANSIT AUTHORITY a.k.a. OCTA, (hereinafter collectively "OCTA") presenting all facts and claims then known and/or reasonably known to plaintiffs concerning the event referenced herein.

12. On or about May 11, 2012, and within six (6) months of the date of the incident that gives rise to this lawsuit, plaintiffs timely and properly served a Governmental Tort Claim upon the defendants CITY OF LAGUNA HILLS presenting all facts and claims then known and/or reasonable known to plaintiffs concerning the event referenced herein.

13. On or about May 11, 2012, and within six (6) months of the date of the incident that gives rise to this lawsuit, plaintiffs timely and properly served a Governmental Tort Claim upon the defendants COUNTY OF ORANGE presenting all facts and claims then known and/or reasonably known to plaintiffs concerning the event referenced herein.

14. By operation of law or otherwise, said defendants denied the claims in their entirety, and this action is timely commenced within six (6) months of such denials. Upon information and belief, the OCTA Entities denied the claims on or about May 7, 2012 and the COUNTY OF ORANGE and CITY OF LAGUNA HILLS defendants denied the claims on or about May 14, 2012

15. To the extent applicable, all other governmental and/or quasi-governmental entities that were served with Claims, if any, also rejected claims presented to them and such entities additionally advised that they had absolutely no involvement in the area where the accident occurred. As such, plaintiffs do not name explicitly such other governmental entities (as plaintiffs are genuinely ignorant of facts showing liability towards such other governmental defendants) but plaintiffs reserve the right to insert the name of such entities as DOE defendants if it is later shown through discovery that said entities were in fact involved and culpable. At such time, the filing of the present lawsuit shall protect the statute of limitations and will cause any subsequent DOE amendments to "relate back" to the original filing date for the subject lawsuit.

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iii.

GENERAL ALLEGATIONS

16. This case arises out of a motor vehicle accident that occurred on or about November 11, 2012 at approximately 5:05 P.M., at the intersection of Alicia Parkway and Paseo De Valencia, in the City of Laguna Hills, County of Orange in the State of California. At the time, a bus (believed to be a Newflyer C40LFR) owned and operated by the defendants MV TRANSPORT, CITY OF LAGUNA HILLS, COUNTY OF ORANGE, and OCTA entities, as well as DOES and each of them, which was bearing the CA plate 1296082 and driven by defendant LARKIN and/or DOES collided with the decedent Romeo Zavaleta, killing him while he was lawfully within a crosswalk and in plain view of the driver. The intersection where the accident occurred was also owned, maintained, repaired, designed, constructed, and inspected by the defendants CITY OF LAGUNA HILLS, COUNTY OF ORANGE, and OCTA entities, as well as DOES and each of them. The defendants and each of them were also otherwise careless, negligent and/or otherwise responsible in causing the death of decedent and damage to his effects. The death of Romeo Zavaleta caused plaintiffs to suffer enormous damages and losses and also entitles them to bring a survival action against defendants and each of them for losses sustained by decedent.

FIRST CAUSE OF ACTION:

BY ALL PLAINTIFFS AS AGAINST DEFENDANTS

**MV TRANSPORTATION, INC., MV TRANSPORTATION, MV TRANSPORT,
KATHLEEN LARKIN a.k.a. KATHY LARKIN, and DOES 1-250 INCLUSIVE;**

FOR WRONGFUL DEATH- NEGLIGENCE

17. Plaintiffs repeat, reiterate and re-allege each and every fact and/or allegation set forth in the prior paragraphs of this complaint with the same force and effect as though more fully set forth at length herein.

18. At all times hereinafter mentioned, the defendants and each of them owed a duty of care to decedent and/or plaintiffs which each defendant breached, proximately causing the death of decedent and damages to his heirs, the plaintiffs, thereby. Without limiting the generality of the foregoing is alleged:

1 19. At all times hereinafter mentioned, the defendants was/were the owners and/or
2 operators of the aforementioned bus.

3 20. At all times hereinafter mentioned, the intersection of Alicia Parkway and Paseo De
4 Valencia, in the City of Laguna Hills, County of Orange in the State of California was, and still is,
5 a public roadway in the State of California.

6 21. On or about November 11, 2012 at approximately 5:05 P.M., at the intersection of
7 Alicia Parkway and Paseo De Valencia, in the City of Laguna Hills, County of Orange in the State
8 of California, a bus (believed to be a Newflyer C40LFR) owned and operated by the defendants MV
9 TRANSPORT, as well as DOES and each of them and each of them, which was bearing the CA
10 plate 1296082 and driven by defendant LARKIN and/or DOES collided with the decedent Romeo
11 Zavaleta, killing him while he was lawfully within a crosswalk and in plain view of the driver. The
12 intersection where the accident occurred was also owned, maintained, repaired, designed,
13 constructed, and inspected by the defendants sued in this cause of action, as well as DOES and each
14 of them. The defendants sued in this cause were otherwise careless, negligent and/or otherwise
15 responsible in causing the death of decedent and damage to his effects.

16 22. Among other things, upon information and belief, the death of Romeo Zavaleta
17 caused plaintiffs to suffer enormous damages. Based upon investigation, the bus driver and owner
18 violated the rules of the road and decedent's right of way and was negligent, careless, and reckless
19 in the instance, violating, inter alia, the following: California Vehicle Code §26707 and §21950. As
20 such, defendants and each of them violated applicable statutory laws and codes, which were
21 designed to protect the class of persons which contain the plaintiff as a member. Moreover, it was
22 for plaintiff's protection that the said statutes were adopted, and the statutes were designed to protect
23 against the very conduct perpetrated by defendants and each of them as against the plaintiff.
24 Furthermore, the resulting harm suffered by the decedent herein was caused by violation of the
25 aforementioned statutes.

26 23. Upon information and belief, at the time of the accident, Romeo Zavaleta was in plain
27 view on a video cam recording provided to plaintiffs counsel by defense counsel, post accident, the
28 defendant bus driver continued to move forward even after the collision further harming decedent.

1 The bicyclist had the right of way in a cross walk to begin with given the prevailing conditions and
2 laws in effect, as well as the configuration of the intersection. The windshield wipers appeared to
3 smear and were not in good condition to clear the windshield and as such, the driver should have
4 checked, and in fact was required to check, their condition at a pre-trip inspection and should have
5 requested replacement if they were not in order as required. In addition, to the extent the lights were
6 not functioning on the bus or were not used properly, and/or to the extent the driver may have been
7 fatigued due to driving too many hours/days, defendants were also negligent. Upon further
8 information and belief, defendants also negligently hired, trained, supervised and retained the driver
9 of the bus despite prior notice of unfitness to drive.

10 24. As such, upon information and belief, at the time of the accident, the aforementioned
11 bus was owned, leased, operated, driven, registered, controlled, maintained, and/or managed by
12 defendants and each of them in a negligent, careless and reckless manner so as to proximately cause
13 the aforementioned accident and the death of decedent. Upon information and belief, defendants
14 sued in this cause of action, and/or their predecessors/successors in interest, also owned, managed,
15 maintained, repaired and/or inspected property including but not limited to, the bus involved in this
16 accident, which was in poor condition and repair and improperly designed, constructed and
17 maintained. Plaintiffs are also informed and believe and thereon allege that at all times relevant to
18 this action, the defendants jointly and severally owned, operated, managed, maintained, inspected,
19 repaired, designed and constructed, the real property where the incident took place (hereinafter "the
20 accident scene") as alleged herein, including all roadways, pavement, lanes, markings, stripings,
21 land, signals, dirt, asphalt, concrete, fixtures and appurtenances thereat as well as the bus involved
22 in the accident.

23 25. At all times hereinafter mentioned, it is alleged that each and every defendant which
24 will be found to have been an owner, registrant, lessor, lessee, bailor and/or bailee of the
25 aforementioned bus negligently entrusted said vehicle to the driver thereof, and that said defendants
26 was/were otherwise careless and negligent in the instance. Upon information and belief, the
27 aforementioned bus was owned, leased, bailed, registered, controlled, maintained, and/or managed
28 by defendants and each of them at the time of the collision. Moreover, said defendants expressly

1 and impliedly permitted the driver-defendant to use the aforementioned bus at all times alleged
2 herein, most particularly at the time of the accident alleged in this complaint and employed the driver
3 who was acting in the course and scope of said employment at the time of the aforementioned
4 collision. Said defendants also employed the driver, upon information and belief, LARKIN and/or
5 DOES 1-250 inclusive, and said driver was in the course and scope of employment at the time of the
6 incident herein alleged. That by reason of the foregoing, and the application of various legal
7 doctrines, theories, and rules, including but not limited to, the "permissive use doctrine" and Vehicle
8 Code Sections 17150-17159, et. seq., the said defendants, as the owners and/or bailees of the
9 aforementioned bus are statutorily liable for the acts and commissions of the driver of their vehicle
10 to whom permission to operate the said vehicle was given at the time of the collision alleged herein.

11 26. Based upon the foregoing, in acting and in failing to act as aforementioned, the
12 defendants acted in a negligent, reckless, careless and improper manner and that defendants were
13 otherwise careless, reckless and negligent in the instance. In contrast to the defendants, at the
14 aforementioned time and place, decedent was acting with due caution, attention and care and did not
15 in any way contribute to, or cause the collision and/or injuries as described hereinafter.

16 27. Decedent's death was a proximate result of the wrongful acts and omissions of the
17 defendants and each of them. Tragically, decedent, by his death, left various relatives, including,
18 the plaintiffs herein, all of whom have been caused great losses. As a result of decedent's death,
19 plaintiffs have been caused to lose, among other things, the love, affection, support, comfort, society,
20 financial support and more of the decedent upon whom they were dependent and incurred bills and
21 out of pocket damages and losses, to their great detriment.

22 28. By reason of the foregoing, plaintiffs have been damaged in sums which exceed the
23 jurisdictional limits of all lower courts which would otherwise have jurisdiction, which amounts will
24 be shown according to proof at time of trial.

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1 **SECOND CAUSE OF ACTION**

2 **BY ALL PLAINTIFFS AS AGAINST DEFENDANTS**

3 **KATHLEEN LARKIN a.k.a. KATHY LARKIN,**

4 **ORANGE COUNTY TRANSPORTATION AUTHORITY a.k.a. ORANGE COUNTY**
5 **TRANSIT AUTHORITY a.k.a. OCTA, CITY OF LAGUNA HILLS,**

6 **COUNTY OF ORANGE, and DOES 1-250 INCLUSIVE,**

7 **FOR WRONGFUL DEATH- GOVERNMENTAL TORT LIABILITY**

8 29. Plaintiffs repeat, reiterate and re-allege each and every fact and/or allegation set forth
9 in the prior paragraphs of this complaint with the same force and effect as though more fully set forth
10 at length herein.

11 30. On or about November 11, 2012 at approximately 5:05 P.M., at the intersection of
12 Alicia Parkway and Paseo De Valencia, in the City of Laguna Hills, County of Orange in the State
13 of California, a bus (believed to be a Newflyer C40LFR) owned and operated by the defendants
14 ORANGE COUNTY TRANSPORTATION AUTHORITY a.k.a. ORANGE COUNTY TRANSIT
15 AUTHORITY a.k.a. OCTA, CITY OF LAGUNA HILLS, COUNTY OF ORANGE, and DOES 1-
16 250 INCLUSIVE, as well as DOES and each of them and each of them, which was bearing the CA
17 plate 1296082 and driven by defendant LARKIN and/or DOES collided with the decedent Romeo
18 Zavaleta, killing him while he was lawfully within a crosswalk and in plain view of the driver. The
19 intersection where the accident occurred was also owned, maintained, repaired, designed,
20 constructed, and inspected by the defendants sued in this cause of action, as well as DOES and each
21 of them. The defendants sued in this cause were otherwise careless, negligent and/or otherwise
22 responsible in causing the death of decedent and damage to his effects.

23 31. Among other things, upon information and belief, the death of Romeo Zavaleta
24 caused plaintiffs to suffer enormous damages. Based upon investigation, the bus driver and owner
25 violated the rules of the road and decedent's right of way and was negligent, careless, and reckless
26 in the instance, violating, inter alia, the following: California Vehicle Code § 26707 and 21950. As
27 such, defendants and each of them violated applicable statutory laws and codes, which were
28 designed to protect the class of persons which contain the plaintiff as a member. Moreover, it was

1 for plaintiff's protection that the said statutes were adopted, and the statutes were designed to protect
2 against the very conduct perpetrated by defendants and each of them as against the plaintiff.
3 Furthermore, the resulting harm suffered by the decedent herein was caused by violation of the
4 aforementioned statutes.

5 32. Upon information and belief, at the time of the accident, Romeo Zavaleta was in plain
6 view on a video cam recording provided to plaintiffs counsel by defense counsel, post accident, the
7 defendant bus driver continued to move forward even after the collision further harming decedent.
8 The bicyclist had the right of way in a cross walk to begin with given the prevailing conditions and
9 laws in effect as well as the configuration of the intersection. The windshield wipers appeared to
10 smear and were not in good condition to clear the windshield and as such, the driver should have
11 checked, and in fact was required to check, their condition at a pre-trip inspection and should have
12 requested replacement if they were not in order as required. In addition, to the extent the lights were
13 not functioning on the bus or were not used properly, and/or to the extent the driver may have been
14 fatigued due to driving too many hours/days, defendants were also negligent. Upon further
15 information and belief, defendants also negligently hired, trained, supervised and retained the driver
16 of the bus despite prior notice of unfitness to drive.

17 33. As such, upon information and belief, at the time of the accident, the aforementioned
18 bus was owned, leased, operated, driven, registered, controlled, maintained, and/or managed by
19 defendants and each of them in a negligent, careless and reckless manner so as to proximately cause
20 the aforementioned accident and the death of decedent. Upon information and belief, defendants
21 sued in this cause of action, and/or their predecessors/successors in interest, also owned, managed,
22 maintained, repaired and/or inspected property including but not limited to, the bus involved in this
23 accident, which was in poor condition and repair and improperly designed, constructed and
24 maintained. Plaintiffs are also informed and believe and thereon allege that at all times relevant to
25 this action, the defendants jointly and severally owned, operated, managed, maintained, inspected,
26 repaired, designed and constructed, the real property where the incident took place (hereinafter "the
27 accident scene") as alleged herein, including all roadways, pavement, lanes, markings, stripings,
28 land, dirt, asphalt, concrete, fixtures and appurtenances thereat as well as the bus involved in the

1 accident.

2 34. At all times hereinafter mentioned, it is alleged that each and every defendant which
3 will be found to have been an owner, registrant, lessor, lessee, bailor and/or bailee of the
4 aforementioned bus negligently entrusted said vehicle to the driver thereof, and that said defendants
5 was/were otherwise careless and negligent in the instance. Upon information and belief, the
6 aforementioned bus was owned, leased, bailed, registered, controlled, maintained, and/or managed
7 by defendants and each of them at the time of the collision. Moreover, said defendants expressly
8 and impliedly permitted the driver-defendant to use the aforementioned bus at all times alleged
9 herein, most particularly at the time of the accident alleged in this complaint and employed the driver
10 who was acting in the course and scope of said employment at the time of the aforementioned
11 collision. Said defendants also employed the driver, upon information and belief, LARKIN and/or
12 DOES 1-250 inclusive, and said driver was in the course and scope of employment at the time of the
13 incident herein alleged. That by reason of the foregoing, and the application of various legal
14 doctrines, theories, and rules, including but not limited to, the "permissive use doctrine" and Vehicle
15 Code Sections 17150-17159, et. seq., the said defendants, as the owners and/or bailees of the
16 aforementioned bus are statutorily liable for the acts and commissions of the driver of their vehicle
17 to whom permission to operate the said vehicle was given at the time of the collision alleged herein.

18 35. Plaintiffs are further informed and believe and thereon allege that at all times relevant
19 to this action, the defendants sued in this cause of action were, and still are, governmental entities
20 that jointly and severally owned, operated, managed, maintained, inspected, repaired, designed and
21 constructed, the real property where the incident took place (hereinafter "the accident scene") as
22 alleged herein, including all roadways, pavement, lanes, markings, stripings, land, dirt, asphalt,
23 concrete, fixtures and appurtenances thereat as well as the bus involved in the accident, or the
24 employees of such entities. Said defendants also employed the driver, upon information and belief,
25 LARKIN and/or DOES 1-250 inclusive, and said driver was in the course and scope of employment
26 at the time of the incident herein alleged.

27 36. Plaintiffs are informed and believe and thereon further allege that said defendants and
28 their agents, servants, employees and contractors, also negligently owned, managed, maintained,

1 inspected, repaired, maintained, and constructed, the real property where the incident took place
2 (hereinafter "the accident scene") as alleged herein, including all roadways, pavement, lanes,
3 markings, signals, stripings, lights, land, dirt, asphalt, concrete, fixtures and appurtenances thereat,
4 casting defendants in liability pursuant to, inter alia, Government Code 815.2, and 815.4, et seq.

5 37. Plaintiffs are further informed and believe and thereon further allege that the
6 aforementioned accident scene was in a dangerous condition that created a substantial risk of serious
7 personal injury or death, which damages were in fact sustained by Plaintiffs, when the property was
8 used in a manner that was reasonably foreseeable, casting Defendants in liability pursuant to
9 Government Code 835.

10 38. Plaintiffs are further informed and believe and thereon allege that the Defendants,
11 through their agents, servants, employees and/or contractors, violated various statutes, laws,
12 regulations and ordinances and otherwise failed to discharge mandatory duties pertaining to the
13 construction, supervision, ownership, maintenance, inspection, and repair of the accident scene,
14 casting the Defendants in liability, pursuant to Government Code 815.6.

15 39. Plaintiffs are informed and believe and thereon allege that said Defendants and their
16 agents, servants, employees and contractors, negligently owned, managed, maintained, inspected,
17 repaired, and maintained the bus, casting Defendants in liability pursuant to, inter alia, Government
18 Code 815.2, and 815.4, et seq.

19 40. Plaintiffs are further informed and believe and thereon further allege that the
20 aforementioned bus was in a dangerous condition that created a substantial risk of serious personal
21 injury or death, which damages were in fact sustained by Plaintiffs, when the property was used in
22 a manner that was reasonably foreseeable, casting Defendants in liability pursuant to Government
23 Code 835.

24 41. Plaintiffs are further informed and believe and thereon allege that the Respondents,
25 through their agents, servants, employees and/or contractors, violated various statutes, laws,
26 regulations and ordinances and otherwise failed to discharge mandatory duties pertaining to the
27 construction, supervision, owning, maintenance, inspection, and repairing of the bus, casting the
28 Defendants in liability, pursuant to Government Code 815.6.

1 42. Among other things, Plaintiffs allege that Defendants and each of them, were jointly
2 and severally charged with the ownership, operation, management, inspection, construction,
3 maintenance and repair of the accident scene, and were also charged with the inspection of the
4 accident scene, but that said Defendants breached their applicable duty of care, through, among other
5 things, the negligent hiring of a public employee; the negligent hiring of a potential independent
6 contractor; the negligent failing to make changes necessitated by prior accidents and changed
7 physical conditions; and that defendants were otherwise negligent, careless, reckless and in breach
8 of their duties the full extent of which awaits further discovery and investigation. In addition,
9 defendants should have better monitored co-defendants to the extent that accidents involving
10 defendants and/or other drivers called for cancellation of the contract as defendants was on notice
11 that the bus operating company's contract should have been cancelled but defendants failed to take
12 corrective action due to multiple accidents.

13 43. Without limiting the generality nor specificity of the foregoing, it is alleged upon
14 information and belief, that: sufficient time passed from the moment the dangerous condition was
15 created such that Defendants knew or should have known a dangerous condition was created and
16 such that it had sufficient time to have remedied or warned against the dangerous condition. The
17 injury accident scenario described above was foreseeable to defendants and yet, they failed to warn
18 drivers and the public. It is believed that notice was actually provided to defendants through prior
19 accidents under similar circumstances such that defendants had sufficient time to take action to
20 remedy the dangerous condition. Defendants and/or its management, administrative, designers,
21 planners, engineers, maintenance personnel, inspectors and/or other employees, staff, agents or
22 contractors, acting within the course and scope of their duties and/or employment negligently,
23 unreasonably and improperly owned, operated, designed, planned, engineered, maintained, inspected,
24 repaired, failed to repair, and controlled the bus, thereby creating dangerous conditions and exposing
25 drivers to dangerous conditions. These governmental entities undertook to control the bus, invited
26 reliance on the subject area and are liable as it created a dangerous condition in doing so. In addition,
27 plaintiffs allege upon information and belief that defendants and each of them, were jointly and
28 severally charged with the ownership, operation, management, inspection, construction, maintenance

1 and repair of the accident scene, and were also charged with the inspection of the accident scene, but
2 that said Defendants possibly breached their applicable duty of care, through, among other things:
3 Not modifying the intersection based upon number of accidents; Installing a double right turn lane
4 at the intersection; Directing a bike path into and onto a crosswalk; Not having a "right on green
5 arrow only" light phasing system for right turns; and such other failings as discovery may reveal.

6 44. The dangerous condition created a reasonably foreseeable risk of the kind of
7 injuries/damages which were incurred, and (a) were created by a negligent or wrongful act or
8 omission of an employee of defendants and/or (b) defendants had actual or constructive notice of the
9 dangerous conditions for a sufficient time prior to the injury to have taken measures to protect
10 against the dangerous conditions. These dangerous conditions and these acts and omissions of the
11 defendants (and its management, administrative, designers, planners, engineers, maintenance
12 personnel, inspectors and/or other employees, staff, agents or contractors, acting within the course
13 and scope of their duties) proximately caused the plaintiffs' injuries/damages.

14 45. Further, these dangerous conditions were directly attributable wholly or in substantial
15 part to a negligent or wrongful act of these employees of the defendants and these employees had
16 the authority and the funds and other means immediately available to take alternative action which
17 would not have created the dangerous condition; and/or these employees had the authority and it was
18 his/her/their responsibility to take adequate measures to protect against the dangerous condition at
19 the expense of the public entity and the funds and other means for doing so were immediately
20 available to him/her/them, and he/she/they had actual or constructive notice of the dangerous
21 condition sufficient time prior to the injury to have taken measures to protect against the dangerous
22 condition. Further, defendants and its employees acting within the scope of their employment
23 undertook, gratuitously or for consideration, to avoid, remedy and/or abate these dangerous
24 conditions. These undertakings and promises were the kind that they recognized as necessary for the
25 protection of third persons. These entities and their employees acting within the scope of their
26 employment failed to exercise reasonable care in the performance of these undertakings and
27 promises, the failure to exercise reasonable care resulted in physical harm to the third persons, and
28 either (a) their carelessness increased the risk of such harm, or (b) the undertaking or promises were

1 to perform a duty that the other owed to the third persons, or (c) the harm was suffered because
2 either the other or the third persons relied on the undertaking. Due to these acts and failures to act,
3 and dangerous conditions, the defendants and its employees are liable for plaintiffs' injuries and
4 damages under the Government Code, including, but not limited to, 815.2(a), 820(a), 830.8, 835 and
5 840.2.

6 46. Plaintiffs are further informed and believe and thereon allege that the Defendants had
7 actual and constructive notice of the aforementioned dangerous conditions within a sufficient time
8 prior to the incident to have taken measures to protect against the dangerous condition, but that said
9 Respondents failed to do so. Plaintiffs are further informed and believe and thereon allege that any
10 arguable immunities do not apply factually or legally, or, alternatively, that if any do apply that they
11 have been lost by the applicable governmental entities. Plaintiffs are further informed and believe
12 and thereon allege that defendants failed to reasonably perform remedial work, to the extent
13 necessary and failed to warn of the dangerous conditions set forth above. The aforementioned
14 negligence of public employees, dangerous condition of public property, failure to discharge
15 mandatory duties, and failure to warn were, jointly and severally, substantial factors in causing
16 plaintiffs' harm.

17 47. Sufficient time passed from the moment the dangerous condition was created such
18 that Defendants knew or should have known a dangerous condition was created and such that it had
19 sufficient time to have remedied or warned against the dangerous condition. As such, the injury
20 accident scenario described above was foreseeable to Defendants and, yet, they failed to warn
21 drivers. Upon information and belief, notice was actually provided to Defendants through prior
22 accidents under similar circumstances such that Defendants had sufficient time to take action to
23 remedy the dangerous condition.

24 48. Defendants and/or its management, administrative, designers, planners, engineers,
25 maintenance personnel, inspectors and/or other employees, staff, agents or contractors, acting within
26 the course and scope of their duties and/or employment negligently, unreasonably and improperly
27 owned, operated, designed, planned, engineered, maintained, inspected, repaired, failed to repair, and
28 controlled the roadway, thereby creating dangerous conditions and exposing drivers to dangerous

1 conditions, and undertook to control the subject area, invited reliance on the subject area and are thus
2 liable as defendants.

3 49. Based upon the foregoing, the dangerous condition created a reasonably foreseeable
4 risk of the kind of injuries/damages which were incurred, and (a) were created by a negligent or
5 wrongful act or omission of an employee of Defendants and/or (b) Defendants had actual or
6 constructive notice of the dangerous conditions for a sufficient time prior to the injury to have taken
7 measures to protect against the dangerous conditions. These dangerous conditions and these acts and
8 omissions of the Defendants (and its management, administrative, designers, planners, engineers,
9 maintenance personnel, inspectors and/or other employees, staff, agents or contractors, acting within
10 the course and scope of their duties) proximately caused the Plaintiffs' injuries/damages.

11 50. Upon information and belief, these dangerous conditions were directly attributable
12 wholly or in substantial part to a negligent or wrongful act of these employees of the Defendants and
13 these employees had the authority and the funds and other means immediately available to take
14 alternative action which would not have created the dangerous condition; and/or these employees
15 had the authority and it was his/her/their responsibility to take adequate measures to protect against
16 the dangerous condition at the expense of the public entity and the funds and other means for doing
17 so were immediately available to him/her/them, and he/she/they had actual or constructive notice of
18 the dangerous condition a sufficient time prior to the injury to have taken measures to protect against
19 the dangerous condition.

20 51. Upon information and belief, signs, warnings or other devices were necessary to warn
21 of these dangerous conditions which endangered the safe movement of traffic and which would not
22 be reasonably apparent to, and would not have been anticipated by, a person exercising due care.

23 52. Upon information and belief, Defendants and its employees acting within the scope
24 of their employment undertook, gratuitously or for consideration, to avoid, remedy and/or abate these
25 dangerous conditions. These undertakings and promises were the kind that they recognized as
26 necessary for the protection of third persons. These entities and their employees acting within the
27 scope of their employment failed to exercise reasonable care in the performance of these
28 undertakings and promises, the failure to exercise reasonable care resulted in physical harm to the

1 third persons, and either (a) their carelessness increased the risk of such harm, or (b) the undertaking
2 or promises were to perform a duty that the other owed to the third persons, or (c) the harm was
3 suffered because either the other or the third persons relied on the undertaking.

4 53. Due to these acts and failures to act, and dangerous conditions, the Respondents and
5 its employees are liable for Plaintiffs' injuries under the Government Code, including, but not
6 limited to, 815.2, 815.4, 820(a), 830.8, 835 and 840.2. In addition, following the accident,
7 defendants COUNTY OF ORANGE by and through its employees violated the decedent's civil
8 rights as well as those of plaintiffs by preparing false reports, modifying traffic collision reports,
9 ignoring favorable witness testimony, changing reports after the fact, and delaying in complying with
10 plaintiffs counsel's requests for the traffic collision report which was completed prior to the 6 month
11 claim filing requirement but was withheld improperly until several days after that time period
12 expired.

13 54. Plaintiffs are further informed and believe and thereon allege that the Defendants had
14 actual and constructive notice of the aforementioned dangerous conditions within a sufficient time
15 prior to the incident to have taken measures to protect against the dangerous condition, but that said
16 Defendants failed to do so.

17 55. Plaintiffs are further informed and believe and thereon allege that Defendants failed
18 to reasonably perform remedial work, to the extent necessary and failed to warn of the dangerous
19 conditions set forth above.

20 56. The aforementioned negligence of public employees, dangerous condition of public
21 property, failure to discharge mandatory duties, and failure to warn were, jointly and severally,
22 substantial factors in causing Plaintiffs' harm.

23 57. Based upon the foregoing, in acting and in failing to act as aforementioned, the
24 defendants acted in a negligent, reckless, careless and improper manner and that defendants were
25 otherwise careless, reckless and negligent in the instance. In contrast to the defendants, at the
26 aforementioned time and place, decedent was acting with due caution, attention and care and did not
27 in any way contribute to, or cause the collision and/or injuries as described hereinafter.

28 58. Decedent's death was a proximate result of the wrongful acts and omissions of the

1 defendants and each of them. Tragically, decedent, by her death, left various relatives, including,
2 the plaintiffs herein, all of whom have been caused great losses. As a result of decedent's death,
3 plaintiffs have been caused to lose, among other things, the love, affection, support, comfort, society,
4 financial support and more of the decedent upon whom they were dependent and incurred bills and
5 out of pocket damages and losses, to their great detriment.

6 59. By reason of the foregoing, plaintiffs have been damaged in sums which exceed the
7 jurisdictional limits of all lower courts which would otherwise have jurisdiction, which amounts will
8 be shown according to proof at time of trial.

9 **THIRD CAUSE OF ACTION:**

10 **BY ALL PLAINTIFFS AS AGAINST ALL DEFENDANTS**

11 **AS AND FOR A SURVIVAL ACTION**

12 60. Plaintiffs repeat, reiterate and re-allege each and every fact and/or allegation set forth
13 in the prior paragraphs of this complaint with the same force and effect as though more fully set forth
14 at length herein.

15 61. As a proximate result of the incident described herein above, decedent was caused
16 significant compensatory damages including but not limited to, significant property damage
17 including but not limited to damage to his bicycle, clothing and personal effects, and further that
18 decedent endured enormous conscious pain and suffering pre-death, which decedent would have
19 been able to recover for, had he lived. In addition, following the accident, defendants COUNTY OF
20 ORANGE by and through its employees violated the decedent's civil rights as well as those of
21 plaintiffs by preparing false reports, modifying traffic collision reports, ignoring favorable witness
22 testimony, changing reports after the fact, and delaying in complying with plaintiffs counsel's
23 requests for the traffic collision report which was completed prior to the 6 month claim filing
24 requirement but was withheld improperly until several days after that time period expired.

25 62. By decedent's death, decedent left various relatives, including plaintiffs herein, all
26 of whom are the decedent's successors in interest and entitled to "step into decedent's shoes" to
27 pursue an action "in his place," for damages. As a result, plaintiffs are entitled to proceed, and
28 hereby proceed, as decedent's successors in interest for all damages set forth herein above which

1 were sustained by decedent pre-death, including but not limited to, property damage.

2 63. By reason of the foregoing, plaintiffs have been damaged in sums which exceed the
3 jurisdictional limits of all lower courts which would otherwise have jurisdiction, which amounts will
4 be shown according to proof at time of trial.

5 **FOURTH CAUSE OF ACTION:**

6 **BY ALL PLAINTIFFS AS AGAINST ALL DEFENDANTS**

7 **FOR DECLARATORY RELIEF**

8 64. Plaintiffs incorporate each and every allegation set forth in the prior paragraphs with
9 the same force and effect as though more fully set forth at length herein.

10 65. Among other things, there is an actual controversy concerning the rights and
11 obligations of the parties, including but not limited to, the standing to sue for the death of decedent
12 by nominal as yet unknown DOE defendants, should any surface. In addition, the plaintiff requires
13 judicial determinations as to the rights of the parties here as discovery may reveal. As such, pursuant
14 to C.C.P. § 1060, among other applicable laws, plaintiffs requests declaratory relief to determine the
15 respective rights and obligations of the parties.

16 66. Among other things, Plaintiffs request an order from the Court determining said
17 DOE's standing, rights, or lack thereof, in the context of this case, and for such other and further
18 determinations, relief and orders as may be just and proper.

19 **PRAYER FOR RELIEF**

20 WHEREFORE, plaintiffs pray for judgment as against each and every defendant, jointly and
21 severally, according to proof, as follows:

- 22 a. General "non-economic" damages, according to proof;
- 23 b. Special "economic" damages, according to proof;
- 24 c. Medical and funeral bills, past and future, according to proof;
- 25 d. Pain and suffering, mental anguish, and loss of enjoyment of life,
26 according to proof;
- 27 e. Loss of earnings and support, according to proof;
- 28 f. Attorneys fees, costs and interest, according to proof as allowed by law;

1 g. Property damage, according to proof;

2 h. For such other and further relief as the Court deems just and proper;

3 Dated: 7-23-12

LAW OFFICES OF OTTO L. HASELHOFF, P.C.

4 
5 By: OTTO L. HASELHOFF
6 Attorney(s) for Plaintiff(s)

7 **DEMAND FOR JURY TRIAL**

8 Plaintiffs hereby demand a trial by jury as to all issues and causes of action so triable.

9 Dated: 7-23-12

LAW OFFICES OF OTTO L. HASELHOFF, P.C.

10 
11 By: OTTO L. HASELHOFF
12 Attorney(s) for Plaintiff(s)
13
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6 LAW OFFICES OF MARTINIAN & ASSOCIATES
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9 Los Angeles, California 90068
10 Tel: (323) 850-1900; Fax: (323) 850-1943

11 Attorneys for Plaintiff(s)
12 TERESA MARTINEZ RUIZ, an individual,
13 ELVIRA JIMENEZ MARTINEZ, a minor
14 CLEMENTE JIMENEZ, an individual

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA

16 COUNTY OF ORANGE

17 TERESA MARTINEZ RUIZ, an individual,
18 ELVIRA JIMENEZ MARTINEZ, a minor
19 by and through her Guardian Ad Litem
20 TERESA MARTINEZ RUIZ; and
21 CLEMENTE JIMENEZ, an individual;

Case No. _____

**DECLARATION OF CLEMENTE
JIMENEZ**

22 Plaintiff(s)

23 -against-

24 MV TRANSPORTATION, INC., a business
25 entity form unknown, MV
26 TRANSPORTATION, a business entity form
27 unknown, MV TRANSPORT, a business
28 entity form unknown, KATHLEEN LARKIN
a.k.a. KATHY LARKIN, an individual,
ORANGE COUNTY TRANSPORTATION
AUTHORITY
a.k.a. ORANGE COUNTY TRANSIT
AUTHORITY a.k.a. OCTA, a governmental
entity form unknown, CITY
OF LAGUNA HILLS, a governmental entity
form unknown, COUNTY OF ORANGE, a
governmental entity form unknown, and
DOES 1-250 inclusive,

Defendants(s)

I, CLEMENTE JIMENEZ, declare as follows:

1. The decedent for purposes of this proceeding is Romeo Zavaleta.

1 2. Romeo Zavaleta died on or about November 11, 2012 at approximately 5:05 p.m. in
2 the City of Laguna Hills, County of Orange, State of California, on or about the intersection of Alicia
3 Parkway and Paseo De Valencia.

4 3. I am one of the plaintiffs in this case.

5 4. I submit this declaration pursuant to California Code of Civil Procedure §377.32 as
6 a person authorized to act on behalf of decedent Romeo Zavaleta's said successors in interest.

7 5. A certified copy of decedent's death certificate is attached hereto as "Exhibit A".

8 6. No proceeding is now pending in California for administration of decedent's estate.

9 7. I am the father of decedent and therefore a successor in interest as defined in Section
10 377.11 of the California Code of Civil Procedure, am authorized to act on behalf of said decedent
11 with respect to the decedent's interest in the action or proceeding.

12 8. No other person has a superior right to commence the action or proceeding or to be
13 substituted for the decedent in the pending action or proceeding.

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

16 Dated: 7-30-12

17
18 Executed at: Mexico


CLEMENTE JIMENEZ



**SIGN
DATE**

EXHIBIT

A

CERTIFICATION OF VITAL RECORD

COUNTY OF ORANGE CLERK-RECORDER

3082011206081

CERTIFICATE OF DEATH

201130018885

1. NAME OF DECEASED ROMEO		2. NAME OF DECEASED JIMENEZ-ZAVALETA	
3. DATE OF BIRTH 03/11/1978		4. AGE 36	
5. SEX M		6. RACE MEXICAN	
7. MARRIAGE STATUS NEVER MARRIED		8. DATE OF BIRTH 11/12/2011	
9. OCCUPATION LABORER		10. INDUSTRY AGRICULTURE	
11. ADDRESS 25728 VIA LOMA BLVD, 15		12. CITY LAGUNA HILLS	
13. COUNTY ORANGE		14. STATE CALIFORNIA	
15. DECEASED'S MOTHER HONORATA MEXIA JIMENEZ, AUNT		16. DECEASED'S FATHER 14 ROBIN HILL LANE, LAGUNA HILLS, CA 92653	
17. DECEASED'S MOTHER ELVIRA		18. DECEASED'S FATHER ZAVALETA	
19. DATE OF DEATH 11/21/2011		20. PLACE OF DEATH MISSION HOSPITAL REGIONAL MEDICAL CENTER	
21. TIME OF DEATH TR/BU		22. PLACE OF DEATH MISSION VIEJO	
23. CAUSE OF DEATH MULTIPLE BLUNT TRAUMATIC INJURIES		24. MANNER OF DEATH 11-04157-HO	
25. PLACE OF DEATH MISSION HOSPITAL REGIONAL MEDICAL CENTER		26. PLACE OF DEATH MISSION VIEJO	
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99. PLACE OF DEATH ORANGE		100. PLACE OF DEATH MISSION VIEJO	

CERTIFIED COPY OF VITAL RECORDS

STATE OF CALIFORNIA
COUNTY OF ORANGE

DATE ISSUED

JUL 23 2012 *Tor Dally*

This is a true and exact reproduction of the document officially registered and placed on file in the office of the Orange County Clerk-Recorder.

TOM DALY
CLERK-RECORDER
ORANGE COUNTY, CALIFORNIA

This document is valid only when presented with appropriate seal and signature of Clerk-Recorder.



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6 Tel: (323) 850-1900; Fax: (323) 850-1943

7 Attorneys for Plaintiff(s)
TERESA MARTINEZ RUIZ, an individual,
8 ELVIRA JIMENEZ MARTINEZ, a minor
CLEMENTE JIMINEZ, an individual
9

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 COUNTY OF ORANGE

12 TERESA MARTINEZ RUIZ, an individual,)
ELVIRA JIMENEZ MARTINEZ, a minor)
13 by and through her Guardian Ad Litem)
TERESA MARTINEZ RUIZ; and)
14 CLEMENTE JIMENEZ, an individual;)

Case No. _____

**DECLARATION OF TERESA
MARTINEZ RUIZ**

15 Plaintiff(s)

16 -against-

17 MV TRANSPORTATION, INC., a business
entity form unknown, MV
TRANSPORTATION, a business entity form
18 unknown, MV TRANSPORT, a business
entity form unknown, KATHLEEN LARKIN
19 a.k.a. KATHY LARKIN, an individual,
ORANGE COUNTY TRANSPORTATION
20 AUTHORITY
a.k.a. ORANGE COUNTY TRANSIT
21 AUTHORITY a.k.a. OCTA, a governmental
entity form unknown, CITY
22 OF LAGUNA HILLS, a governmental entity
form unknown, COUNTY OF ORANGE, a
23 governmental entity form unknown, and
DOES 1-250 inclusive,

24 Defendants(s)
25

26
27 I, TERESA MARTINEZ RUIZ, declare as follows:

28 1. The decedent for purposes of this proceeding is Romeo Zavaleta.

1 2. Romeo Zavaleta died on or about November 11, 2012 at approximately 5:05 p.m. in
2 the City of Laguna Hills, County of Orange, State of California, on or about the intersection of Alicia
3 Parkway and Paseo De Valencia.

4 3. I am one of the plaintiffs in this case.

5 4. I submit this declaration pursuant to California Code of Civil Procedure §377.32 as
6 a person authorized to act on behalf of decedent Romeo Zavaleta's said successors in interest.

7 5. A certified copy of decedent's death certificate is attached hereto as "Exhibit A".

8 6. No proceeding is now pending in California for administration of decedent's estate.

9 7. I was the wife of decedent and therefore a successor in interest as defined in Section
10 377.11 of the California Code of Civil Procedure, am authorized to act on behalf of said decedent
11 with respect to the decedent's interest in the action or proceeding.

12 8. No other person has a superior right to commence the action or proceeding or to be
13 substituted for the decedent in the pending action or proceeding.

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

16 Dated:

7-30-12



17
18 Executed at:

Mexico

July 30 - 2012
TERESA MARTINEZ RUIZ


SIGN
DATE

EXHIBIT A

COUNTY OF ORANGE
CLERK-RECORDER

CERTIFICATE OF DEATH

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1. FULL NAME (LAST, FIRST, MIDDLE) ROMEO		2. LAST NAME JIMENEZ-ZAVALA		3. DATE OF BIRTH 03/11/1976		4. AGE 38		5. SEX M		6. RACE M	
7. COUNTRY OF BIRTH MEXICO		8. STATUS NEVER MARRIED		9. DATE OF DEATH 11/22/2011		10. YEAR OF DEATH 1809		11. PLACE OF DEATH MEXICO		12. CAUSE OF DEATH 10	
13. OCCUPATION LABORER		14. TYPE OF DEATH AGRICULTURE		15. PLACE OF DEATH 10		16. TYPE OF DEATH 10		17. TYPE OF DEATH 10		18. TYPE OF DEATH 10	
19. ADDRESS 25728 VIA LOMA ST 18		20. CITY LAGUNA HILLS		21. STATE ORANGE		22. ZIP CODE 92683		23. COUNTRY CALIFORNIA		24. COUNTY CALIFORNIA	
25. NAME OF DECEASED HONORABLE MARIA JIMENEZ		26. NAME OF DECEASED 14 ROBIN HILL LANE, LAGUNA HILLS, CA 92683		27. NAME OF DECEASED 14		28. NAME OF DECEASED 14		29. NAME OF DECEASED 14		30. NAME OF DECEASED 14	
31. NAME OF DECEASED ELVIRA		32. NAME OF DECEASED ELVIRA		33. NAME OF DECEASED ELVIRA		34. NAME OF DECEASED ELVIRA		35. NAME OF DECEASED ELVIRA		36. NAME OF DECEASED ELVIRA	
37. NAME OF DECEASED 11/21/2011		38. NAME OF DECEASED 11/21/2011		39. NAME OF DECEASED 11/21/2011		40. NAME OF DECEASED 11/21/2011		41. NAME OF DECEASED 11/21/2011		42. NAME OF DECEASED 11/21/2011	
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CERTIFIED COPY OF VITAL RECORDS

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JUL 23 2012

TOM DALY
CLERK-RECORDER
ORANGE COUNTY, CALIFORNIA

This is a true and exact reproduction of the document officially registered and placed on file in the office of the Orange County Clerk-Recorder.

This report and initial analysis was based on an original handwritten dissertation and not a revision of it. The following

1 LAW OFFICES OF OTTO L. HASELHOFF, P.C.
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11 Attorneys for Plaintiff(s)
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13 ELVIRA JIMENEZ MARTINEZ, a minor
14 CLEMENTE JIMENEZ, an individual

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA

16 COUNTY OF ORANGE

17 TERESA MARTINEZ RUIZ, an individual,
18 ELVIRA JIMENEZ MARTINEZ, a minor
19 by and through her Guardian Ad Litem
20 TERESA MARTINEZ RUIZ; and
21 CLEMENTE JIMENEZ, an individual;

22 Plaintiff(s)

23 -against-

24 MV TRANSPORTATION, INC., a business
25 entity form unknown, MV
26 TRANSPORTATION, a business entity form
27 unknown, MV TRANSPORT, a business
28 entity form unknown, KATHLEEN LARKIN
a.k.a. KATHY LARKIN, an individual,
ORANGE COUNTY TRANSPORTATION
AUTHORITY
a.k.a. ORANGE COUNTY TRANSIT
AUTHORITY a.k.a. OCTA, a governmental
entity form unknown, CITY
OF LAGUNA HILLS, a governmental entity
form unknown, COUNTY OF ORANGE, a
governmental entity form unknown, and
DOES 1-250 inclusive,

29 Defendants(s)

Case No. _____

**DECLARATION OF TERESA
MARTINEZ RUIZ, GUARDIAN AD
LITEM FOR PLAINTIFF ELVIRA
JIMENEZ MARTINEZ**

30 I, TERESA MARTINEZ RUIZ, declare as follows:

31 1. The decedent for purposes of this proceeding is Romeo Zavaleta.

EXHIBIT A

CERTIFICATION OF VITAL RECORD

COUNTY OF ORANGE CLERK-RECORDER

5052011208081		CERTIFICATE OF DEATH		201130015889	
1. NAME OF DECEASED (Last, first, middle initial) ROMEO		2. LAST NAME OF DECEASED JIMENEZ-ZAVALA		3. SEX M	
4. DATE OF BIRTH 03/11/1878		5. AGE 38		6. PLACE OF BIRTH MEXICO	
7. MARITAL STATUS NEVER MARRIED		8. DATE OF MARRIAGE 11/12/2011		9. YEAR OF DEATH 1809	
10. RACE MEXICAN		11. OCCUPATION LABORER		12. YEARS IN OCCUPATION 10	
13. ADDRESS 28728 VIA LOMA BLVD #18		14. CITY LAGUNA HILLS		15. COUNTY ORANGE	
16. STATE CALIFORNIA		17. ZIP CODE 92653		18. PHONE NUMBER 52853	
19. NAME OF DECEASED'S NEXT OF KIN HONORABLE MARIA JIMENEZ-AJUNT		20. ADDRESS 14 ROBIN HILL LANE LAGUNA HILLS, CA 92653		21. CITY LAGUNA HILLS	
22. STATE CALIFORNIA		23. ZIP CODE 92653		24. PHONE NUMBER 52853	
25. NAME OF DECEASED'S NEXT OF KIN ELVIRA		26. ADDRESS 14 ROBIN HILL LANE LAGUNA HILLS, CA 92653		27. CITY LAGUNA HILLS	
28. STATE CALIFORNIA		29. ZIP CODE 92653		30. PHONE NUMBER 52853	
31. NAME OF DECEASED'S NEXT OF KIN ELVIRA		32. ADDRESS 14 ROBIN HILL LANE LAGUNA HILLS, CA 92653		33. CITY LAGUNA HILLS	
34. STATE CALIFORNIA		35. ZIP CODE 92653		36. PHONE NUMBER 52853	
37. NAME OF DECEASED'S NEXT OF KIN ELVIRA		38. ADDRESS 14 ROBIN HILL LANE LAGUNA HILLS, CA 92653		39. CITY LAGUNA HILLS	
40. STATE CALIFORNIA		41. ZIP CODE 92653		42. PHONE NUMBER 52853	
43. NAME OF DECEASED'S NEXT OF KIN ELVIRA		44. ADDRESS 14 ROBIN HILL LANE LAGUNA HILLS, CA 92653		45. CITY LAGUNA HILLS	
46. STATE CALIFORNIA		47. ZIP CODE 92653		48. PHONE NUMBER 52853	
49. NAME OF DECEASED'S NEXT OF KIN ELVIRA		50. ADDRESS 14 ROBIN HILL LANE LAGUNA HILLS, CA 92653		51. CITY LAGUNA HILLS	
52. STATE CALIFORNIA		53. ZIP CODE 92653		54. PHONE NUMBER 52853	
55. NAME OF DECEASED'S NEXT OF KIN ELVIRA		56. ADDRESS 14 ROBIN HILL LANE LAGUNA HILLS, CA 92653		57. CITY LAGUNA HILLS	
58. STATE CALIFORNIA		59. ZIP CODE 92653		60. PHONE NUMBER 52853	
61. NAME OF DECEASED'S NEXT OF KIN ELVIRA		62. ADDRESS 14 ROBIN HILL LANE LAGUNA HILLS, CA 92653		63. CITY LAGUNA HILLS	
64. STATE CALIFORNIA		65. ZIP CODE 92653		66. PHONE NUMBER 52853	
67. NAME OF DECEASED'S NEXT OF KIN ELVIRA		68. ADDRESS 14 ROBIN HILL LANE LAGUNA HILLS, CA 92653		69. CITY LAGUNA HILLS	
70. STATE CALIFORNIA		71. ZIP CODE 92653		72. PHONE NUMBER 52853	
73. NAME OF DECEASED'S NEXT OF KIN ELVIRA		74. ADDRESS 14 ROBIN HILL LANE LAGUNA HILLS, CA 92653		75. CITY LAGUNA HILLS	
76. STATE CALIFORNIA		77. ZIP CODE 92653		78. PHONE NUMBER 52853	
79. NAME OF DECEASED'S NEXT OF KIN ELVIRA		80. ADDRESS 14 ROBIN HILL LANE LAGUNA HILLS, CA 92653		81. CITY LAGUNA HILLS	
82. STATE CALIFORNIA		83. ZIP CODE 92653		84. PHONE NUMBER 52853	
85. NAME OF DECEASED'S NEXT OF KIN ELVIRA		86. ADDRESS 14 ROBIN HILL LANE LAGUNA HILLS, CA 92653		87. CITY LAGUNA HILLS	
88. STATE CALIFORNIA		89. ZIP CODE 92653		90. PHONE NUMBER 52853	
91. NAME OF DECEASED'S NEXT OF KIN ELVIRA		92. ADDRESS 14 ROBIN HILL LANE LAGUNA HILLS, CA 92653		93. CITY LAGUNA HILLS	
94. STATE CALIFORNIA		95. ZIP CODE 92653		96. PHONE NUMBER 52853	
97. NAME OF DECEASED'S NEXT OF KIN ELVIRA		98. ADDRESS 14 ROBIN HILL LANE LAGUNA HILLS, CA 92653		99. CITY LAGUNA HILLS	
100. STATE CALIFORNIA		101. ZIP CODE 92653		102. PHONE NUMBER 52853	



STATE OF CALIFORNIA
COUNTY OF ORANGE

CERTIFIED COPY OF VITAL RECORDS

DATE ISSUED

JUL 23 2012 *Tor Daly*

This is a true and exact reproduction of the document officially registered and placed on file in the office of the Orange County Clerk-Recorder.

TOM DALY
CLERK-RECORDER
ORANGE COUNTY, CALIFORNIA

This copy is valid unless removed or obscured by a signature and seal and contains all the information of the original.



* 1 0 2 9 4 3 6 7 C *

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): LAW OFFICES OF OTTO L. HASELHOFF, P.C. Otto L. Haselhoff, Esq. (SBN 190146) 201 Wilshire Blvd., Second Floor Santa Monica, CA 90401 ATTORNEY FOR (name): Plaintiffs Teresa Martinez Ruiz, et al	TELEPHONE NO.: (310) 434-9260	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange STREET ADDRESS: 700 Civic Center Drive West MAILING ADDRESS: 700 Civic Center Drive West CITY AND ZIP CODE: Santa Ana, California 92701 BRANCH NAME: Central Justice Center		CASE NUMBER: 30-2012-00587582
PLAINTIFF: RUIZ DEFENDANT: MV TRANSPORTATION, INC.		
STATEMENT OF DAMAGES (Personal Injury or Wrongful Death)		

To (name of one defendant only): **MV TRANSPORTATION, INC.**
 Plaintiff (name of one plaintiff only): **TERESA MARTINEZ RUIZ**
 seeks damages in the above-entitled action, as follows:

- | | AMOUNT |
|---|---------------|
| 1. General damages | |
| a. ☒ Pain, suffering, and Inconvenience | \$ 10 Million |
| b. ☒ Emotional distress. | \$ 10 Million |
| c. ☐ Loss of consortium | \$ |
| d. ☒ Loss of society and companionship (wrongful death actions only) | \$ 30 Million |
| e. ☐ Other (specify) | \$ |
| f. ☐ Other (specify) | \$ |
| g. ☐ Continued on Attachment 1.g. | |
| 2. Special damages | |
| a. ☒ Medical expenses (to date) | \$ 25,000 |
| b. ☐ Future medical expenses (present value) | \$ |
| c. ☐ Loss of earnings (to date) | \$ |
| d. ☐ Loss of future earning capacity (present value) | \$ |
| e. ☒ Property damage | \$ 10,000 |
| f. ☒ Funeral expenses (wrongful death actions only) | \$ 100,000 |
| g. ☒ Future contributions (present value) (wrongful death actions only) | \$ 10 Million |
| h. ☒ Value of personal service, advice, or training (wrongful death actions only) | \$ 30 Million |
| i. ☐ Other (specify) | \$ |
| j. ☐ Other (specify) | \$ |
| k. ☐ Continued on Attachment 2.k. | |
| 3. ☐ Punitive damages: Plaintiff reserves the right to seek punitive damages in the amount of (specify).. \$ | |
| when pursuing a judgment in the suit filed against you. | |

Date: August 1, 2012

Otto L. Haselhoff, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF OR ATTORNEY FOR PLAINTIFF)

(Proof of service on reverse)

Page 1 of 2

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): LAW OFFICES OF OTTO L. HASELHOFF, P.C. Otto L. Haselhoff, Esq. (SBN 190146) 201 Wilshire Blvd., Second Floor Santa Monica, CA 90401		TELEPHONE NO.: (310) 434-9260	FOR COURT USE ONLY
ATTORNEY FOR (name): Plaintiffs Teresa Martinez Ruiz, et al			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange			
STREET ADDRESS: 700 Civic Center Drive West MAILING ADDRESS: 700 Civic Center Drive West CITY AND ZIP CODE: Santa Ana, California 92701 BRANCH NAME: Central Justice Center			
PLAINTIFF: RUIZ DEFENDANT: MV TRANSPORTATION, INC.			
STATEMENT OF DAMAGES (Personal Injury or Wrongful Death)		CASE NUMBER: 30-2012-00587582	

To (name of one defendant only): **MV TRANSPORTATION, INC.**
Plaintiff (name of one plaintiff only): **ELVIRA JIMENEZ MARTINEZ**
seeks damages in the above-entitled action, as follows:

- | | AMOUNT |
|---|----------------------|
| 1. General damages | |
| a. ☒ Pain, suffering, and inconvenience | \$ <u>10 Million</u> |
| b. ☒ Emotional distress | \$ <u>10 Million</u> |
| c. ☐ Loss of consortium | \$ _____ |
| d. ☒ Loss of society and companionship (wrongful death actions only) | \$ <u>30 Million</u> |
| e. ☐ Other (specify) | \$ _____ |
| f. ☐ Other (specify) | \$ _____ |
| g. ☐ Continued on Attachment 1.g. | |
| 2. Special damages | |
| a. ☒ Medical expenses (to date) | \$ <u>25,000</u> |
| b. ☐ Future medical expenses (present value) | \$ _____ |
| c. ☐ Loss of earnings (to date) | \$ _____ |
| d. ☐ Loss of future earning capacity (present value) | \$ _____ |
| e. ☒ Property damage | \$ <u>10,000</u> |
| f. ☒ Funeral expenses (wrongful death actions only) | \$ <u>100,000</u> |
| g. ☒ Future contributions (present value) (wrongful death actions only) | \$ <u>10 Million</u> |
| h. ☒ Value of personal service, advice, or training (wrongful death actions only) | \$ <u>30 Million</u> |
| i. ☐ Other (specify) | \$ _____ |
| j. ☐ Other (specify) | \$ _____ |
| k. ☐ Continued on Attachment 2.k. | |
| 3. ☐ Punitive damages: Plaintiff reserves the right to seek punitive damages in the amount of (specify).. \$ _____ when pursuing a judgment in the suit filed against you. | |

Date: **August 1, 2012**

Otto L. Haselhoff, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF OR ATTORNEY FOR PLAINTIFF)

(Proof of service on reverse)

Page 1 of 2

-UNLESS YOU ARE APPLYING FOR A DEFAULT JUDGMENT UNDER CODE OF CIVIL PROCEDURE § 585 -

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): LAW OFFICES OF OTTO L. HASELHOFF, P.C. Otto L. Haselhoff, Esq. (SBN 190146) 201 Wilshire Blvd., Second Floor Santa Monica, CA 90401 TELEPHONE NO.: (310) 434-9260 ATTORNEY FOR (name): Plaintiffs Teresa Martinez Ruiz, et al	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange STREET ADDRESS: 700 Civic Center Drive West MAILING ADDRESS: 700 Civic Center Drive West CITY AND ZIP CODE: Santa Ana, California 92701 BRANCH NAME: Central Justice Center	
PLAINTIFF: RUIZ DEFENDANT: MV TRANSPORTATION, INC.	
STATEMENT OF DAMAGES (Personal Injury or Wrongful Death)	CASE NUMBER: 30-2012-00587582

To (name of one defendant only): **MV TRANSPORTATION, INC.**
 Plaintiff (name of one plaintiff only): **CLEMENTE JIMENEZ**
 seeks damages in the above-entitled action, as follows:

- | | AMOUNT |
|--|---------------|
| 1. General damages | |
| a. ☒ Pain, suffering, and Inconvenience | \$ 10 Million |
| b. ☒ Emotional distress. | \$ 10 Million |
| c. ☐ Loss of consortium | \$ |
| d. ☒ Loss of society and companionship (wrongful death actions only) | \$ 30 Million |
| e. ☐ Other (specify) | \$ |
| f. ☐ Other (specify) | \$ |
| g. ☐ Continued on Attachment 1.g. | |
| 2. Special damages | |
| a. ☒ Medical expenses (to date) | \$ 25,000 |
| b. ☐ Future medical expenses (present value) | \$ |
| c. ☐ Loss of earnings (to date) | \$ |
| d. ☐ Loss of future earning capacity (present value) | \$ |
| e. ☒ Property damage | \$ 10,000 |
| f. ☒ Funeral expenses (wrongful death actions only) | \$ 100,000 |
| g. ☒ Future contributions (present value) (wrongful death actions only) | \$ 10 Million |
| h. ☒ Value of personal service, advice, or training (wrongful death actions only) | \$ 30 Million |
| i. ☐ Other (specify) | \$ |
| j. ☐ Other (specify) | \$ |
| k. ☐ Continued on Attachment 2.k. | |
| 3. ☐ Punitive damages: Plaintiff reserves the right to seek punitive damages in the amount of (specify).. \$ | |
| when pursuing a judgment in the suit filed against you. | |

Date: August 1, 2012

Otto L. Haselhoff, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF OR ATTORNEY FOR PLAINTIFF)

(Proof of service on reverse)

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ATTORNEY FOR (name): Plaintiffs Teresa Martinez Ruiz, et al			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange STREET ADDRESS: 700 Civic Center Drive West MAILING ADDRESS: 700 Civic Center Drive West CITY AND ZIP CODE: Santa Ana, California 92701 BRANCH NAME: Central Justice Center			
PLAINTIFF: RUIZ DEFENDANT: MV TRANSPORTATION, INC.			
STATEMENT OF DAMAGES (Personal Injury or Wrongful Death)			CASE NUMBER: 30-2012-00587582

To (name of one defendant only): **MV TRANSPORTATION**
Plaintiff (name of one plaintiff only): **TERESA MARTINEZ RUIZ**
seeks damages in the above-entitled action, as follows:

- | | AMOUNT |
|---|---------------|
| 1. General damages | |
| a. ☒ Pain, suffering, and Inconvenience | \$ 10 Million |
| b. ☒ Emotional distress. | \$ 10 Million |
| c. ☐ Loss of consortium | \$ |
| d. ☒ Loss of society and companionship (wrongful death actions only) | \$ 30 Million |
| e. ☐ Other (specify) | \$ |
| f. ☐ Other (specify) | \$ |
| g. ☐ Continued on Attachment 1.g. | |
| 2. Special damages | |
| a. ☒ Medical expenses (to date) | \$ 25,000 |
| b. ☐ Future medical expenses (present value) | \$ |
| c. ☐ Loss of earnings (to date) | \$ |
| d. ☐ Loss of future earning capacity (present value) | \$ |
| e. ☒ Property damage | \$ 10,000 |
| f. ☒ Funeral expenses (wrongful death actions only) | \$ 100,000 |
| g. ☒ Future contributions (present value) (wrongful death actions only) | \$ 10 Million |
| h. ☒ Value of personal service, advice, or training (wrongful death actions only) | \$ 30 Million |
| i. ☐ Other (specify) | \$ |
| j. ☐ Other (specify) | \$ |
| k. ☐ Continued on Attachment 2.k. | |
| 3. ☐ Punitive damages: Plaintiff reserves the right to seek punitive damages in the amount of (specify).. \$ | |
| when pursuing a judgment in the suit filed against you. | |

Date: August 1, 2012

Otto L. Haselhoff, Esq.

(TYPE OR PRINT NAME)

(Proof of service on reverse)

(SIGNATURE OF PLAINTIFF OR ATTORNEY FOR PLAINTIFF)

STATEMENT OF DAMAGES
(Personal Injury or Wrongful Death)

Page 1 of 2

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): LAW OFFICES OF OTTO L. HASELHOFF, P.C. Otto L. Haselhoff, Esq. (SBN 190146) 201 Wilshire Blvd., Second Floor Santa Monica, CA 90401		TELEPHONE NO.: (310) 434-9260	FOR COURT USE ONLY
ATTORNEY FOR (name): Plaintiffs Teresa Martinez Ruiz, et al			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange STREET ADDRESS: 700 Civic Center Drive West MAILING ADDRESS: 700 Civic Center Drive West CITY AND ZIP CODE: Santa Ana, California 92701 BRANCH NAME: Central Justice Center			
PLAINTIFF: RUIZ DEFENDANT: MV TRANSPORTATION, INC.			
STATEMENT OF DAMAGES (Personal Injury or Wrongful Death)			CASE NUMBER: 30-2012-00587582

To (name of one defendant only): **MV TRANSPORTATION**
Plaintiff (name of one plaintiff only): **ELVIRA JIMENEZ MARTINEZ**
seeks damages in the above-entitled action, as follows:

- | | AMOUNT |
|--|----------------------|
| 1. General damages | |
| a. ☒ Pain, suffering, and inconvenience | \$ <u>10 Million</u> |
| b. ☒ Emotional distress | \$ <u>10 Million</u> |
| c. ☐ Loss of consortium | \$ _____ |
| d. ☒ Loss of society and companionship (wrongful death actions only) | \$ <u>30 Million</u> |
| e. ☐ Other (specify) | \$ _____ |
| f. ☐ Other (specify) | \$ _____ |
| g. ☐ Continued on Attachment 1.g. | |
| 2. Special damages | |
| a. ☒ Medical expenses (to date) | \$ <u>25,000</u> |
| b. ☐ Future medical expenses (present value) | \$ _____ |
| c. ☐ Loss of earnings (to date) | \$ _____ |
| d. ☐ Loss of future earning capacity (present value) | \$ _____ |
| e. ☒ Property damage | \$ <u>10,000</u> |
| f. ☒ Funeral expenses (wrongful death actions only) | \$ <u>100,000</u> |
| g. ☒ Future contributions (present value) (wrongful death actions only) | \$ <u>10 Million</u> |
| h. ☒ Value of personal service, advice, or training (wrongful death actions only) | \$ <u>30 Million</u> |
| i. ☐ Other (specify) | \$ _____ |
| j. ☐ Other (specify) | \$ _____ |
| k. ☐ Continued on Attachment 2.k. | |
| 3. ☐ Punitive damages: Plaintiff reserves the right to seek punitive damages in the amount of (specify).. \$ _____
when pursuing a judgment in the suit filed against you. | |

Date: **August 1, 2012**

Otto L. Haselhoff, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF OR ATTORNEY FOR PLAINTIFF)

(Proof of service on reverse)

Page 1 of 2

- UNLESS YOU ARE APPLYING FOR A DEFAULT JUDGMENT UNDER CODE OF CIVIL PROCEDURE § 585 -

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): LAW OFFICES OF OTTO L. HASELHOFF, P.C. (310) 434-9260 Otto L. Haselhoff, Esq. (SBN 190146) 201 Wilshire Blvd., Second Floor Santa Monica, CA 90401 ATTORNEY FOR (name): Plaintiffs Teresa Martinez Ruiz, et al	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange STREET ADDRESS: 700 Civic Center Drive West MAILING ADDRESS: 700 Civic Center Drive West CITY AND ZIP CODE: Santa Ana, California 92701 BRANCH NAME: Central Justice Center	CASE NUMBER: 30-2012-00587582
PLAINTIFF: RUIZ DEFENDANT: MV TRANSPORTATION, INC.	
STATEMENT OF DAMAGES (Personal Injury or Wrongful Death)	

To (name of one defendant only): **MV TRANSPORTATION**
 Plaintiff (name of one plaintiff only): **CLEMENTE JIMENEZ**
 seeks damages in the above-entitled action, as follows:

- | | AMOUNT |
|--|----------------------|
| 1. General damages | |
| a. ☒ Pain, suffering, and inconvenience | \$ <u>10 Million</u> |
| b. ☒ Emotional distress | \$ <u>10 Million</u> |
| c. ☐ Loss of consortium | \$ _____ |
| d. ☒ Loss of society and companionship (wrongful death actions only) | \$ <u>30 Million</u> |
| e. ☐ Other (specify) | \$ _____ |
| f. ☐ Other (specify) | \$ _____ |
| g. ☐ Continued on Attachment 1.g. | |
| 2. Special damages | |
| a. ☒ Medical expenses (to date) | \$ <u>25,000</u> |
| b. ☐ Future medical expenses (present value) | \$ _____ |
| c. ☐ Loss of earnings (to date) | \$ _____ |
| d. ☐ Loss of future earning capacity (present value) | \$ _____ |
| e. ☒ Property damage | \$ <u>10,000</u> |
| f. ☒ Funeral expenses (wrongful death actions only) | \$ <u>100,000</u> |
| g. ☒ Future contributions (present value) (wrongful death actions only) | \$ <u>10 Million</u> |
| h. ☒ Value of personal service, advice, or training (wrongful death actions only) | \$ <u>30 Million</u> |
| i. ☐ Other (specify) | \$ _____ |
| j. ☐ Other (specify) | \$ _____ |
| k. ☐ Continued on Attachment 2.k. | |
| <p>3. ☐ Punitive damages: Plaintiff reserves the right to seek punitive damages in the amount of (specify).. \$ _____
 when pursuing a judgment in the suit filed against you.</p> | |

Date: August 1, 2012

Otto L. Haselhoff, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF OR ATTORNEY FOR PLAINTIFF)

(Proof of service on reverse)

Page 1 of 2

- DO NOT FILE WITH THE COURT -
 - UNLESS YOU ARE APPLYING FOR A DEFAULT JUDGMENT UNDER CODE OF CIVIL PROCEDURE § 585 -

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): LAW OFFICES OF OTTO L. HASELHOFF, P.C. Otto L. Haselhoff, Esq. (SBN 190146) 201 Wilshire Blvd., Second Floor Santa Monica, CA 90401 ATTORNEY FOR (name): Plaintiffs Teresa Martinez Ruiz, et al	TELEPHONE NO.: (310) 434-9260 FOR COURT USE ONLY
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PLAINTIFF: RUIZ DEFENDANT: MV TRANSPORTATION, INC.	
STATEMENT OF DAMAGES (Personal Injury or Wrongful Death)	
CASE NUMBER: 30-2012-00587582	

To (name of one defendant only): **MV TRANSPORT**
 Plaintiff (name of one plaintiff only): **TERESA MARTINEZ RUIZ**
 seeks damages in the above-entitled action, as follows:

- | | AMOUNT |
|--|---------------|
| 1. General damages | |
| a. ☒ Pain, suffering, and inconvenience | \$ 10 Million |
| b. ☒ Emotional distress | \$ 10 Million |
| c. ☐ Loss of consortium | \$ |
| d. ☒ Loss of society and companionship (wrongful death actions only) | \$ 30 Million |
| e. ☐ Other (specify) | \$ |
| f. ☐ Other (specify) | \$ |
| g. ☐ Continued on Attachment 1.g. | |
| 2. Special damages | |
| a. ☒ Medical expenses (to date) | \$ 25,000 |
| b. ☐ Future medical expenses (present value) | \$ |
| c. ☐ Loss of earnings (to date) | \$ |
| d. ☐ Loss of future earning capacity (present value) | \$ 10,000 |
| e. ☒ Property damage | \$ 100,000 |
| f. ☒ Funeral expenses (wrongful death actions only) | \$ 10 Million |
| g. ☒ Future contributions (present value) (wrongful death actions only) | \$ 30 Million |
| h. ☒ Value of personal service, advice, or training (wrongful death actions only) | \$ |
| i. ☐ Other (specify) | \$ |
| j. ☐ Other (specify) | \$ |
| k. ☐ Continued on Attachment 2.k. | |
| 3. ☐ Punitive damages: Plaintiff reserves the right to seek punitive damages in the amount of (specify) .. \$ | |

Date: **August 1, 2012**

Otto L. Haselhoff, Esq.

(TYPE OR PRINT NAME)

(Proof of service on reverse)

(SIGNATURE OF PLAINTIFF OR ATTORNEY FOR PLAINTIFF)

Code of Civil Procedure, §§

- DO NOT FILE WITH THE COURT -

-UNLESS YOU ARE APPLYING FOR A DEFAULT JUDGMENT UNDER CODE OF CIVIL PROCEDURE § 585 -

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SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange STREET ADDRESS: 700 Civic Center Drive West MAILING ADDRESS: 700 Civic Center Drive West CITY AND ZIP CODE: Santa Ana, California 92701 BRANCH NAME: Central Justice Center		
PLAINTIFF: RUIZ DEFENDANT: MV TRANSPORTATION, INC.		
STATEMENT OF DAMAGES (Personal Injury or Wrongful Death)		

To (name of one defendant only): **MV TRANSPORT**
 Plaintiff (name of one plaintiff only): **CLEMENTE JIMENEZ**
 seeks damages in the above-entitled action, as follows:

- | | AMOUNT |
|--|----------------------|
| 1. General damages | |
| a. ☒ Pain, suffering, and inconvenience | \$ <u>10 Million</u> |
| b. ☒ Emotional distress. | \$ <u>10 Million</u> |
| c. ☐ Loss of consortium | \$ _____ |
| d. ☒ Loss of society and companionship (wrongful death actions only) | \$ <u>30 Million</u> |
| e. ☐ Other (specify) | \$ _____ |
| f. ☐ Other (specify) | \$ _____ |
| g. ☐ Continued on Attachment 1.g. | |
| 2. Special damages | |
| a. ☒ Medical expenses (to date) | \$ <u>25,000</u> |
| b. ☐ Future medical expenses (present value) | \$ _____ |
| c. ☐ Loss of earnings (to date) | \$ _____ |
| d. ☐ Loss of future earning capacity (present value) | \$ _____ |
| e. ☒ Property damage | \$ <u>10,000</u> |
| f. ☒ Funeral expenses (wrongful death actions only) | \$ <u>100,000</u> |
| g. ☒ Future contributions (present value) (wrongful death actions only) | \$ <u>10 Million</u> |
| h. ☒ Value of personal service, advice, or training (wrongful death actions only) | \$ <u>30 Million</u> |
| i. ☐ Other (specify) | \$ _____ |
| j. ☐ Other (specify) | \$ _____ |
| k. ☐ Continued on Attachment 2.k. | |
| 3. ☐ Punitive damages: Plaintiff reserves the right to seek punitive damages in the amount of (specify).. \$ | |
| when pursuing a judgment in the suit filed against you. | |

Date: **August 1, 2012****Otto L. Haselhoff, Esq.**

(TYPE OR PRINT NAME)

(Proof of service on reverse)

(SIGNATURE OF PLAINTIFF OR ATTORNEY FOR PLAINTIFF)

Page 1 of 2

-UNLESS YOU ARE APPLYING FOR A DEFAULT JUDGMENT UNDER CODE OF CIVIL PROCEDURE § 585-

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): LAW OFFICES OF OTTO L. HASELHOFF, P.C. Otto L. Haselhoff, Esq. (SBN 190146) 201 Wilshire Blvd., Second Floor Santa Monica, CA 90401 ATTORNEY FOR (name): Plaintiffs Teresa Martinez Ruiz, et al	TELEPHONE NO.: (310) 434-9260	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange STREET ADDRESS: 700 Civic Center Drive West MAILING ADDRESS: 700 Civic Center Drive West CITY AND ZIP CODE: Santa Ana, California 92701 BRANCH NAME: Central Justice Center		CASE NUMBER: 30-2012-00587582
PLAINTIFF: RUIZ DEFENDANT: MV TRANSPORTATION, INC.		
STATEMENT OF DAMAGES (Personal Injury or Wrongful Death)		

To (name of one defendant only): **KATHLEEN LARKIN**
 Plaintiff (name of one plaintiff only): **TERESA MARTINEZ RUIZ**
 seeks damages in the above-entitled action, as follows:

- | | AMOUNT |
|---|----------------------|
| 1. General damages | |
| a. ☒ Pain, suffering, and inconvenience | \$ <u>10 Million</u> |
| b. ☒ Emotional distress | \$ <u>10 Million</u> |
| c. ☐ Loss of consortium | \$ _____ |
| d. ☒ Loss of society and companionship (wrongful death actions only) | \$ <u>30 Million</u> |
| e. ☐ Other (specify) | \$ _____ |
| f. ☐ Other (specify) | \$ _____ |
| g. ☐ Continued on Attachment 1.g. | |
| 2. Special damages | |
| a. ☒ Medical expenses (to date) | \$ <u>25,000</u> |
| b. ☐ Future medical expenses (present value) | \$ _____ |
| c. ☐ Loss of earnings (to date) | \$ _____ |
| d. ☐ Loss of future earning capacity (present value) | \$ _____ |
| e. ☒ Property damage | \$ <u>10,000</u> |
| f. ☒ Funeral expenses (wrongful death actions only) | \$ <u>100,000</u> |
| g. ☒ Future contributions (present value) (wrongful death actions only) | \$ <u>10 Million</u> |
| h. ☒ Value of personal service, advice, or training (wrongful death actions only) | \$ <u>30 Million</u> |
| i. ☐ Other (specify) | \$ _____ |
| j. ☐ Other (specify) | \$ _____ |
| k. ☐ Continued on Attachment 2.k. | |
| 3. ☐ Punitive damages: Plaintiff reserves the right to seek punitive damages in the amount of (specify).. \$ _____
when pursuing a judgment in the suit filed against you. | |

Date: **August 1, 2012**

Otto L. Haselhoff, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF OR ATTORNEY FOR PLAINTIFF)

(Proof of service on reverse)

Page 1 of 2

- DO NOT FILE WITH THE COURT -

-UNLESS YOU ARE APPLYING FOR A DEFAULT JUDGMENT UNDER CODE OF CIVIL PROCEDURE § 585 -

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): LAW OFFICES OF OTTO L. HASELHOFF, P.C. (310) 434-9260 Otto L. Haselhoff, Esq. (SBN 190146) 201 Wilshire Blvd., Second Floor Santa Monica, CA 90401 ATTORNEY FOR (name): Plaintiffs Teresa Martinez Ruiz, et al		FOR COURT USE ONLY CASE NUMBER: 30-2012-00587582
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange STREET ADDRESS: 700 Civic Center Drive West MAILING ADDRESS: 700 Civic Center Drive West CITY AND ZIP CODE: Santa Ana, California 92701 BRANCH NAME: Central Justice Center		
PLAINTIFF: RUIZ DEFENDANT: MV TRANSPORTATION, INC.		
STATEMENT OF DAMAGES (Personal Injury or Wrongful Death)		

To (name of one defendant only): **KATHLEEN LARKIN**
 Plaintiff (name of one plaintiff only): **ELVIRA JIMENEZ MARTINEZ**
 seeks damages in the above-entitled action, as follows:

- | | AMOUNT |
|---|---------------|
| 1. General damages | |
| a. ☒ Pain, suffering, and inconvenience | \$ 10 Million |
| b. ☒ Emotional distress. | \$ 10 Million |
| c. ☐ Loss of consortium | \$ |
| d. ☒ Loss of society and companionship (wrongful death actions only) | \$ 30 Million |
| e. ☐ Other (specify) | \$ |
| f. ☐ Other (specify) | \$ |
| g. ☐ Continued on Attachment 1.g. | |
| 2. Special damages | |
| a. ☒ Medical expenses (to date) | \$ 25,000 |
| b. ☐ Future medical expenses (present value) | \$ |
| c. ☐ Loss of earnings (to date) | \$ |
| d. ☐ Loss of future earning capacity (present value) | \$ |
| e. ☒ Property damage | \$ 10,000 |
| f. ☒ Funeral expenses (wrongful death actions only) | \$ 100,000 |
| g. ☒ Future contributions (present value) (wrongful death actions only) | \$ 10 Million |
| h. ☒ Value of personal service, advice, or training (wrongful death actions only) | \$ 30 Million |
| i. ☐ Other (specify) | \$ |
| j. ☐ Other (specify) | \$ |
| k. ☐ Continued on Attachment 2.k. | |
| 3. ☐ Punitive damages: Plaintiff reserves the right to seek punitive damages in the amount of (specify).. \$ | |
| when pursuing a judgment in the suit filed against you. | |

Date: August 1, 2012
 Otto L. Haselhoff, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF OR ATTORNEY FOR PLAINTIFF)

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Page 1 of 2

- DO NOT FILE WITH THE COURT -

- UNLESS YOU ARE APPLYING FOR A DEFAULT JUDGMENT UNDER CODE OF CIVIL PROCEDURE § 585 -

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): LAW OFFICES OF OTTO L. HASELHOFF, P.C. (310) 434-9260 Otto L. Haselhoff, Esq. (SBN 190146) 201 Wilshire Blvd., Second Floor Santa Monica, CA 90401 ATTORNEY FOR (name): Plaintiffs Teresa Martinez Ruiz, et al		FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange STREET ADDRESS: 700 Civic Center Drive West MAILING ADDRESS: 700 Civic Center Drive West CITY AND ZIP CODE: Santa Ana, California 92701 BRANCH NAME: Central Justice Center		
PLAINTIFF: RUIZ DEFENDANT: MV TRANSPORTATION, INC.		
STATEMENT OF DAMAGES (Personal Injury or Wrongful Death)		
		CASE NUMBER: 30-2012-00587582

To (name of one defendant only): **KATHLEEN LARKIN**
 Plaintiff (name of one plaintiff only): **CLEMENTE JIMENEZ**
 seeks damages in the above-entitled action, as follows:

- | | AMOUNT |
|---|---------------|
| 1. General damages | |
| a. ☒ Pain, suffering, and inconvenience | \$ 10 Million |
| b. ☒ Emotional distress | \$ 10 Million |
| c. ☐ Loss of consortium | \$ |
| d. ☒ Loss of society and companionship (wrongful death actions only) | \$ 30 Million |
| e. ☐ Other (specify) | \$ |
| f. ☐ Other (specify) | \$ |
| g. ☐ Continued on Attachment 1.g. | |
| 2. Special damages | |
| a. ☒ Medical expenses (to date) | \$ 25,000 |
| b. ☐ Future medical expenses (present value) | \$ |
| c. ☐ Loss of earnings (to date) | \$ |
| d. ☐ Loss of future earning capacity (present value) | \$ |
| e. ☒ Property damage | \$ 10,000 |
| f. ☒ Funeral expenses (wrongful death actions only) | \$ 100,000 |
| g. ☒ Future contributions (present value) (wrongful death actions only) | \$ 10 Million |
| h. ☒ Value of personal service, advice, or training (wrongful death actions only) | \$ 30 Million |
| i. ☐ Other (specify) | \$ |
| j. ☐ Other (specify) | \$ |
| k. ☐ Continued on Attachment 2.k. | |
| 3. ☐ Punitive damages: Plaintiff reserves the right to seek punitive damages in the amount of (specify).. \$ | |
| when pursuing a judgment in the suit filed against you. | |

Date: August 1, 2012

Otto L. Haselhoff, Esq.

(TYPE OR PRINT NAME)

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Page 1 of 2

- DO NOT FILE WITH THE COURT -
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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): LAW OFFICES OF OTTO L. HASELHOFF, P.C. TELEPHONE NO.: (310) 434-9260 Otto L. Haselhoff, Esq. (SBN 190146) 201 Wilshire Blvd., Second Floor Santa Monica, CA 90401 ATTORNEY FOR (name): Plaintiffs Teresa Martinez Ruiz, et al	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange STREET ADDRESS: 700 Civic Center Drive West MAILING ADDRESS: 700 Civic Center Drive West CITY AND ZIP CODE: Santa Ana, California 92701 BRANCH NAME: Central Justice Center	CASE NUMBER: 30-2012-00587582
PLAINTIFF: RUIZ DEFENDANT: MV TRANSPORTATION, INC.	
STATEMENT OF DAMAGES (Personal Injury or Wrongful Death)	

To (name of one defendant only): **ORANGE COUNTY TRANSPORTATION AUTHORITY**
 Plaintiff (name of one plaintiff only): **TERESA MARTINEZ RUIZ**
 seeks damages in the above-entitled action, as follows:

- | | AMOUNT |
|--|---------------|
| 1. General damages | |
| a. ☒ Pain, suffering, and inconvenience | \$ 10 Million |
| b. ☒ Emotional distress | \$ 10 Million |
| c. ☐ Loss of consortium | \$ |
| d. ☒ Loss of society and companionship (wrongful death actions only) | \$ 30 Million |
| e. ☐ Other (specify) | \$ |
| f. ☐ Other (specify) | \$ |
| g. ☐ Continued on Attachment 1.g. | |
| 2. Special damages | |
| a. ☒ Medical expenses (to date) | \$ 25,000 |
| b. ☐ Future medical expenses (present value) | \$ |
| c. ☐ Loss of earnings (to date) | \$ |
| d. ☐ Loss of future earning capacity (present value) | \$ |
| e. ☒ Property damage | \$ 10,000 |
| f. ☒ Funeral expenses (wrongful death actions only) | \$ 100,000 |
| g. ☒ Future contributions (present value) (wrongful death actions only) | \$ 10 Million |
| h. ☒ Value of personal service, advice, or training (wrongful death actions only) | \$ 30 Million |
| i. ☐ Other (specify) | \$ |
| j. ☐ Other (specify) | \$ |
| k. ☐ Continued on Attachment 2.k. | |
| 3. ☐ Punitive damages: Plaintiff reserves the right to seek punitive damages in the amount of (specify).. \$ | |
| when pursuing a judgment in the suit filed against you. | |

Date: **August 1, 2012**
Otto L. Haselhoff, Esq.

(TYPE OR PRINT NAME)

(Proof of service on reverse)

(SIGNATURE OF PLAINTIFF OR ATTORNEY FOR PLAINTIFF)

Page 1 of 2

- DO NOT FILE WITH THE COURT -

- UNLESS YOU ARE APPLYING FOR A DEFAULT JUDGMENT UNDER CODE OF CIVIL PROCEDURE § 585 -

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): LAW OFFICES OF OTTO L. HASELHOFF, P.C. (310) 434-9260 Otto L. Haselhoff, Esq. (SBN 190146) 201 Wilshire Blvd., Second Floor Santa Monica, CA 90401 ATTORNEY FOR (name): Plaintiffs Teresa Martinez Ruiz, et al		FOR COURT USE ONLY CASE NUMBER: 30-2012-00587582
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange STREET ADDRESS: 700 Civic Center Drive West MAILING ADDRESS: 700 Civic Center Drive West CITY AND ZIP CODE: Santa Ana, California 92701 BRANCH NAME: Central Justice Center		
PLAINTIFF: RUIZ DEFENDANT: MV TRANSPORTATION, INC.		
STATEMENT OF DAMAGES (Personal Injury or Wrongful Death)		

To (name of one defendant only): **ORANGE COUNTY TRANSPORTATION AUTHORITY**
 Plaintiff (name of one plaintiff only): **ELVIRA JIMENEZ MARTINEZ**
 seeks damages in the above-entitled action, as follows:

- | | AMOUNT |
|--|---------------|
| 1. General damages | |
| a. ☒ Pain, suffering, and Inconvenience | \$ 10 Million |
| b. ☒ Emotional distress. | \$ 10 Million |
| c. ☐ Loss of consortium | \$ |
| d. ☒ Loss of society and companionship (wrongful death actions only) | \$ 30 Million |
| e. ☐ Other (specify) | \$ |
| f. ☐ Other (specify) | \$ |
| g. ☐ Continued on Attachment 1.g. | |
| 2. Special damages | |
| a. ☒ Medical expenses (to date) | \$ 25,000 |
| b. ☐ Future medical expenses (present value) | \$ |
| c. ☐ Loss of earnings (to date) | \$ |
| d. ☐ Loss of future earning capacity (present value) | \$ |
| e. ☒ Property damage | \$ 10,000 |
| f. ☒ Funeral expenses (wrongful death actions only) | \$ 100,000 |
| g. ☒ Future contributions (present value) (wrongful death actions only) | \$ 10 Million |
| h. ☒ Value of personal service, advice, or training (wrongful death actions only) | \$ 30 Million |
| i. ☐ Other (specify) | \$ |
| j. ☐ Other (specify) | \$ |
| k. ☐ Continued on Attachment 2.k. | |
| 3. ☐ Punitive damages: Plaintiff reserves the right to seek punitive damages in the amount of (specify).. \$ | |
| when pursuing a judgment in the suit filed against you. | |

Date: **August 1, 2012****Otto L. Haselhoff, Esq.**

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Page 1 of 2

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- UNLESS YOU ARE APPLYING FOR A DEFAULT JUDGMENT UNDER CODE OF CIVIL PROCEDURE § 585 -

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): LAW OFFICES OF OTTO L. HASELHOFF, P.C. Otto L. Haselhoff, Esq. (SBN 190146) 201 Wilshire Blvd., Second Floor Santa Monica, CA 90401 ATTORNEY FOR (name): Plaintiffs Teresa Martinez Ruiz, et al		TELEPHONE NO.: (310) 434-9260	FOR COURT USE ONLY CASE NUMBER: 30-2012-00587582
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange STREET ADDRESS: 700 Civic Center Drive West MAILING ADDRESS: 700 Civic Center Drive West CITY AND ZIP CODE: Santa Ana, California 92701 BRANCH NAME: Central Justice Center			
PLAINTIFF: RUIZ DEFENDANT: MV TRANSPORTATION, INC.			
STATEMENT OF DAMAGES (Personal Injury or Wrongful Death)			

To (name of one defendant only): ORANGE COUNTY TRANSPORTATION AUTHORITY
 Plaintiff (name of one plaintiff only): CLEMENTE JIMENEZ
 seeks damages in the above-entitled action, as follows:

- | | AMOUNT |
|---|---------------|
| 1. General damages | |
| a. ☒ Pain, suffering, and inconvenience | \$ 10 Million |
| b. ☒ Emotional distress | \$ 10 Million |
| c. ☐ Loss of consortium | \$ |
| d. ☒ Loss of society and companionship (wrongful death actions only) | \$ 30 Million |
| e. ☐ Other (specify) | \$ |
| f. ☐ Other (specify) | \$ |
| g. ☐ Continued on Attachment 1.g. | |
| 2. Special damages | |
| a. ☒ Medical expenses (to date) | \$ 25,000 |
| b. ☐ Future medical expenses (present value) | \$ |
| c. ☐ Loss of earnings (to date) | \$ |
| d. ☐ Loss of future earning capacity (present value) | \$ |
| e. ☒ Property damage | \$ 10,000 |
| f. ☒ Funeral expenses (wrongful death actions only) | \$ 100,000 |
| g. ☒ Future contributions (present value) (wrongful death actions only) | \$ 10 Million |
| h. ☒ Value of personal service, advice, or training (wrongful death actions only) | \$ 30 Million |
| i. ☐ Other (specify) | \$ |
| j. ☐ Other (specify) | \$ |
| k. ☐ Continued on Attachment 2.k. | |
| 3. ☐ Punitive damages: Plaintiff reserves the right to seek punitive damages in the amount of (specify).. \$ | |
| when pursuing a judgment in the suit filed against you. | |

Date: August 1, 2012

Otto L. Haselhoff, Esq.

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Page 1 of 2

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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): LAW OFFICES OF OTTO L. HASELHOFF, P.C. Otto L. Haselhoff, Esq. (SBN 190146) 201 Wilshire Blvd., Second Floor Santa Monica, CA 90401 ATTORNEY FOR (name): Plaintiffs Teresa Martinez Ruiz, et al		TELEPHONE NO.: (310) 434-9260	FOR COURT USE ONLY CASE NUMBER: 30-2012-00587582
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange STREET ADDRESS: 700 Civic Center Drive West MAILING ADDRESS: 700 Civic Center Drive West CITY AND ZIP CODE: Santa Ana, California 92701 BRANCH NAME: Central Justice Center			
PLAINTIFF: RUIZ DEFENDANT: MV TRANSPORTATION, INC.			
STATEMENT OF DAMAGES (Personal Injury or Wrongful Death)			

To (name of one defendant only): **CITY OF LAGUNA HILLS**
 Plaintiff (name of one plaintiff only): **TERESA MARTINEZ RUIZ**
 seeks damages in the above-entitled action, as follows:

- | | AMOUNT |
|--|---------------|
| 1. General damages | |
| a. ☒ Pain, suffering, and inconvenience | \$ 10 Million |
| b. ☒ Emotional distress | \$ 10 Million |
| c. ☐ Loss of consortium | \$ |
| d. ☒ Loss of society and companionship (wrongful death actions only) | \$ 30 Million |
| e. ☐ Other (specify) | \$ |
| f. ☐ Other (specify) | \$ |
| g. ☐ Continued on Attachment 1.g. | |
| 2. Special damages | |
| a. ☒ Medical expenses (to date) | \$ 25,000 |
| b. ☐ Future medical expenses (present value) | \$ |
| c. ☐ Loss of earnings (to date) | \$ |
| d. ☐ Loss of future earning capacity (present value) | \$ |
| e. ☒ Property damage | \$ 10,000 |
| f. ☒ Funeral expenses (wrongful death actions only) | \$ 100,000 |
| g. ☒ Future contributions (present value) (wrongful death actions only) | \$ 10 Million |
| h. ☒ Value of personal service, advice, or training (wrongful death actions only) | \$ 30 Million |
| i. ☐ Other (specify) | \$ |
| j. ☐ Other (specify) | \$ |
| k. ☐ Continued on Attachment 2.k. | |
| 3. ☐ Punitive damages: Plaintiff reserves the right to seek punitive damages in the amount of (specify).. \$ | |
| when pursuing a judgment in the suit filed against you. | |

Date: August 1, 2012

Otto L. Haselhoff, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF OR ATTORNEY FOR PLAINTIFF)

(Proof of service on reverse)

Page 1 of 2

- DO NOT FILE WITH THE COURT -

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- UNLESS YOU ARE APPLYING FOR A DEFAULT JUDGMENT UNDER CODE OF CIVIL PROCEDURE § 585 -

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): LAW OFFICES OF OTTO L. HASELHOFF, P.C. Otto L. Haselhoff, Esq. (SBN 190146) 201 Wilshire Blvd., Second Floor Santa Monica, CA 90401		TELEPHONE NO.: (310) 434-9260	FOR COURT USE ONLY
ATTORNEY FOR (name): Plaintiffs Teresa Martinez Ruiz, et al			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange STREET ADDRESS: 700 Civic Center Drive West MAILING ADDRESS: 700 Civic Center Drive West CITY AND ZIP CODE: Santa Ana, California 92701 BRANCH NAME: Central Justice Center			
PLAINTIFF: RUIZ DEFENDANT: MV TRANSPORTATION, INC.			
STATEMENT OF DAMAGES (Personal Injury or Wrongful Death)			CASE NUMBER: 30-2012-00587582

To (name of one defendant only): **CITY OF LAGUNA HILLS**
Plaintiff (name of one plaintiff only): **ELVIRA JIMENEZ MARTINEZ**
seeks damages in the above-entitled action, as follows:

- | | AMOUNT |
|---|---------------|
| 1. General damages | |
| a. ☒ Pain, suffering, and inconvenience | \$ 10 Million |
| b. ☒ Emotional distress | \$ 10 Million |
| c. ☐ Loss of consortium | \$ |
| d. ☒ Loss of society and companionship (wrongful death actions only) | \$ 30 Million |
| e. ☐ Other (specify) | \$ |
| f. ☐ Other (specify) | \$ |
| g. ☐ Continued on Attachment 1.g. | |
| 2. Special damages | |
| a. ☒ Medical expenses (to date) | \$ 25,000 |
| b. ☐ Future medical expenses (present value) | \$ |
| c. ☐ Loss of earnings (to date) | \$ |
| d. ☐ Loss of future earning capacity (present value) | \$ |
| e. ☒ Property damage | \$ 10,000 |
| f. ☒ Funeral expenses (wrongful death actions only) | \$ 100,000 |
| g. ☒ Future contributions (present value) (wrongful death actions only) | \$ 10 Million |
| h. ☒ Value of personal service, advice, or training (wrongful death actions only) | \$ 30 Million |
| i. ☐ Other (specify) | \$ |
| j. ☐ Other (specify) | \$ |
| k. ☐ Continued on Attachment 2.k. | |
| 3. ☐ Punitive damages: Plaintiff reserves the right to seek punitive damages in the amount of (specify).. \$ | |
| when pursuing a judgment in the suit filed against you. | |

Date: August 1, 2012

Otto L. Haselhoff, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF OR ATTORNEY FOR PLAINTIFF)

(Proof of service on reverse)

Page 1 of 2

- DO NOT FILE WITH THE COURT -

- UNLESS YOU ARE APPLYING FOR A DEFAULT JUDGMENT UNDER CODE OF CIVIL PROCEDURE § 585 -

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): LAW OFFICES OF OTTO L. HASELHOFF, P.C. (310) 434-9260 Otto L. Haselhoff, Esq. (SBN 190146) 201 Wilshire Blvd., Second Floor Santa Monica, CA 90401		FOR COURT USE ONLY
ATTORNEY FOR (name): Plaintiffs Teresa Martinez Ruiz, et al		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange STREET ADDRESS: 700 Civic Center Drive West MAILING ADDRESS: 700 Civic Center Drive West CITY AND ZIP CODE: Santa Ana, California 92701 BRANCH NAME: Central Justice Center		
PLAINTIFF: RUIZ DEFENDANT: MV TRANSPORTATION, INC.		CASE NUMBER: 30-2012-00587582
STATEMENT OF DAMAGES (Personal Injury or Wrongful Death)		

To (name of one defendant only): **MV TRANSPORT**
 Plaintiff (name of one plaintiff only): **TERESA MARTINEZ RUIZ**
 seeks damages in the above-entitled action, as follows:

- | | AMOUNT |
|---|---------------|
| 1. General damages | |
| a. ☒ Pain, suffering, and inconvenience | \$ 10 Million |
| b. ☒ Emotional distress | \$ 10 Million |
| c. ☐ Loss of consortium | \$ |
| d. ☒ Loss of society and companionship (wrongful death actions only) | \$ 30 Million |
| e. ☐ Other (specify) | \$ |
| f. ☐ Other (specify) | \$ |
| g. ☐ Continued on Attachment 1.g. | |
| 2. Special damages | |
| a. ☒ Medical expenses (to date) | \$ 25,000 |
| b. ☐ Future medical expenses (present value) | \$ |
| c. ☐ Loss of earnings (to date) | \$ |
| d. ☐ Loss of future earning capacity (present value) | \$ |
| e. ☒ Property damage | \$ 10,000 |
| f. ☒ Funeral expenses (wrongful death actions only) | \$ 100,000 |
| g. ☒ Future contributions (present value) (wrongful death actions only) | \$ 10 Million |
| h. ☒ Value of personal service, advice, or training (wrongful death actions only) | \$ 30 Million |
| i. ☐ Other (specify) | \$ |
| j. ☐ Other (specify) | \$ |
| k. ☐ Continued on Attachment 2.k. | |
| 3. ☐ Punitive damages: Plaintiff reserves the right to seek punitive damages in the amount of (specify) .. \$ | |
| when pursuing a judgment in the suit filed against you. | |

Date: August 1, 2012

Otto L. Haselhoff, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF OR ATTORNEY FOR PLAINTIFF)

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Page 1 of 2

- UNLESS YOU ARE APPLYING FOR A DEFAULT JUDGMENT UNDER CODE OF CIVIL PROCEDURE § 585 -

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): LAW OFFICES OF OTTO L. HASELHOFF, P.C. TELEPHONE NO.: (310) 434-9260 Otto L. Haselhoff, Esq. (SBN 190146) 201 Wilshire Blvd., Second Floor Santa Monica, CA 90401 ATTORNEY FOR (name): Plaintiffs Teresa Martinez Ruiz, et al	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange STREET ADDRESS: 700 Civic Center Drive West MAILING ADDRESS: 700 Civic Center Drive West CITY AND ZIP CODE: Santa Ana, California 92701 BRANCH NAME: Central Justice Center	
PLAINTIFF: RUIZ DEFENDANT: MV TRANSPORTATION, INC.	
STATEMENT OF DAMAGES (Personal Injury or Wrongful Death)	CASE NUMBER: 30-2012-00587582

To (name of one defendant only): **CITY OF LAGUNA HILLS**
 Plaintiff (name of one plaintiff only): **CLEMENTE JIMENEZ**
 seeks damages in the above-entitled action, as follows:

- | | AMOUNT |
|---|---------------|
| 1. General damages | |
| a. ☒ Pain, suffering, and Inconvenience | \$ 10 Million |
| b. ☒ Emotional distress. | \$ 10 Million |
| c. ☐ Loss of consortium | \$ |
| d. ☒ Loss of society and companionship (wrongful death actions only) | \$ 30 Million |
| e. ☐ Other (specify) | \$ |
| f. ☐ Other (specify) | \$ |
| g. ☐ Continued on Attachment 1.g. | |
| 2. Special damages | |
| a. ☒ Medical expenses (to date) | \$ 25,000 |
| b. ☐ Future medical expenses (present value) | \$ |
| c. ☐ Loss of earnings (to date) | \$ |
| d. ☐ Loss of future earning capacity (present value) | \$ |
| e. ☒ Property damage | \$ 10,000 |
| f. ☒ Funeral expenses (wrongful death actions only) | \$ 100,000 |
| g. ☒ Future contributions (present value) (wrongful death actions only) | \$ 10 Million |
| h. ☒ Value of personal service, advice, or training (wrongful death actions only) | \$ 30 Million |
| i. ☐ Other (specify) | \$ |
| j. ☐ Other (specify) | \$ |
| k. ☐ Continued on Attachment 2.k. | |
| 3. ☐ Punitive damages: Plaintiff reserves the right to seek punitive damages in the amount of (specify).. \$ | |
| when pursuing a judgment in the suit filed against you. | |

Date: **August 1, 2012**

Otto L. Haselhoff, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF OR ATTORNEY FOR PLAINTIFF)

(Proof of service on reverse)

Page 1 of 2

- DO NOT FILE WITH THE COURT -

- UNLESS YOU ARE APPLYING FOR A DEFAULT JUDGMENT UNDER CODE OF CIVIL PROCEDURE § 585 -

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): LAW OFFICES OF OTTO L. HASELHOFF, P.C. (310) 434-9260 Otto L. Haselhoff, Esq. (SBN 190146) 201 Wilshire Blvd., Second Floor Santa Monica, CA 90401 ATTORNEY FOR (name): Plaintiffs Teresa Martinez Ruiz, et al		FOR COURT USE ONLY CASE NUMBER: 30-2012-00587582
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange STREET ADDRESS: 700 Civic Center Drive West MAILING ADDRESS: 700 Civic Center Drive West CITY AND ZIP CODE: Santa Ana, California 92701 BRANCH NAME: Central Justice Center		
PLAINTIFF: RUIZ DEFENDANT: MV TRANSPORTATION, INC.		
STATEMENT OF DAMAGES (Personal Injury or Wrongful Death)		

To (name of one defendant only): **COUNTY OF ORANGE**
 Plaintiff (name of one plaintiff only): **TERESA MARTINEZ RUIZ**
 seeks damages in the above-entitled action, as follows:

- | | AMOUNT |
|--|---------------|
| 1. General damages | |
| a. ☒ Pain, suffering, and inconvenience | \$ 10 Million |
| b. ☒ Emotional distress | \$ 10 Million |
| c. ☐ Loss of consortium | \$ |
| d. ☒ Loss of society and companionship (wrongful death actions only) | \$ 30 Million |
| e. ☐ Other (specify) | \$ |
| f. ☐ Other (specify) | \$ |
| g. ☐ Continued on Attachment 1.g. | |
| 2. Special damages | |
| a. ☒ Medical expenses (to date) | \$ 25,000 |
| b. ☐ Future medical expenses (present value) | \$ |
| c. ☐ Loss of earnings (to date) | \$ |
| d. ☐ Loss of future earning capacity (present value) | \$ |
| e. ☒ Property damage | \$ 10,000 |
| f. ☒ Funeral expenses (wrongful death actions only) | \$ 100,000 |
| g. ☒ Future contributions (present value) (wrongful death actions only) | \$ 10 Million |
| h. ☒ Value of personal service, advice, or training (wrongful death actions only) | \$ 30 Million |
| i. ☐ Other (specify) | \$ |
| j. ☐ Other (specify) | \$ |
| k. ☐ Continued on Attachment 2.k. | |
| 3. ☐ Punitive damages: Plaintiff reserves the right to seek punitive damages in the amount of (specify).. \$ | |
| when pursuing a judgment in the suit filed against you. | |

Date: August 1, 2012

Otto L. Haselhoff, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF OR ATTORNEY FOR PLAINTIFF)

(Proof of service on reverse)

Page 1 of 2

- UNLESS YOU ARE APPLYING FOR A DEFAULT JUDGMENT UNDER CODE OF CIVIL PROCEDURE § 585 -

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): LAW OFFICES OF OTTO L. HASELHOFF, P.C. Otto L. Haselhoff, Esq. (SBN 190146) 201 Wilshire Blvd., Second Floor Santa Monica, CA 90401 ATTORNEY FOR (name): Plaintiffs Teresa Martinez Ruiz, et al	TELEPHONE NO.: (310) 434-9260	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange STREET ADDRESS: 700 Civic Center Drive West MAILING ADDRESS: 700 Civic Center Drive West CITY AND ZIP CODE: Santa Ana, California 92701 BRANCH NAME: Central Justice Center		CASE NUMBER: 30-2012-00587582
PLAINTIFF: RUIZ DEFENDANT: MV TRANSPORTATION, INC.		
STATEMENT OF DAMAGES (Personal Injury or Wrongful Death)		

To (name of one defendant only): **COUNTY OF ORANGE**
 Plaintiff (name of one plaintiff only): **ELVIRA JIMENEZ MARTINEZ**
 seeks damages in the above-entitled action, as follows:

- | | AMOUNT |
|---|---------------|
| 1. General damages | |
| a. ☒ Pain, suffering, and inconvenience | \$ 10 Million |
| b. ☒ Emotional distress | \$ 10 Million |
| c. ☐ Loss of consortium | \$ |
| d. ☒ Loss of society and companionship (wrongful death actions only) | \$ 30 Million |
| e. ☐ Other (specify) | \$ |
| f. ☐ Other (specify) | \$ |
| g. ☐ Continued on Attachment 1.g. | |
| 2. Special damages | |
| a. ☒ Medical expenses (to date) | \$ 25,000 |
| b. ☐ Future medical expenses (present value) | \$ |
| c. ☐ Loss of earnings (to date) | \$ |
| d. ☐ Loss of future earning capacity (present value) | \$ |
| e. ☒ Property damage | \$ 10,000 |
| f. ☒ Funeral expenses (wrongful death actions only) | \$ 100,000 |
| g. ☒ Future contributions (present value) (wrongful death actions only) | \$ 10 Million |
| h. ☒ Value of personal service, advice, or training (wrongful death actions only) | \$ 30 Million |
| i. ☐ Other (specify) | \$ |
| j. ☐ Other (specify) | \$ |
| k. ☐ Continued on Attachment 2.k. | |
| 3. ☐ Punitive damages: Plaintiff reserves the right to seek punitive damages in the amount of (specify).. \$
when pursuing a judgment in the suit filed against you. | |

Date: **August 1, 2012**

Otto L. Haselhoff, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF OR ATTORNEY FOR PLAINTIFF)

(Proof of service on reverse)

- DO NOT FILE WITH THE COURT -

CIV-050

- UNLESS YOU ARE APPLYING FOR A DEFAULT JUDGMENT UNDER CODE OF CIVIL PROCEDURE § 585 -

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): LAW OFFICES OF OTTO L. HASELHOFF, P.C. Otto L. Haselhoff, Esq. (SBN 190146) 201 Wilshire Blvd., Second Floor Santa Monica, CA 90401		TELEPHONE NO.: (310) 434-9260	FOR COURT USE ONLY
ATTORNEY FOR (name): Plaintiffs Teresa Martinez Ruiz, et al			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange			
STREET ADDRESS: 700 Civic Center Drive West MAILING ADDRESS: 700 Civic Center Drive West CITY AND ZIP CODE: Santa Ana, California 92701 BRANCH NAME: Central Justice Center			
PLAINTIFF: RUIZ DEFENDANT: MV TRANSPORTATION, INC.			
STATEMENT OF DAMAGES (Personal Injury or Wrongful Death)			CASE NUMBER: 30-2012-00587582

To (name of one defendant only): **COUNTY OF ORANGE**
Plaintiff (name of one plaintiff only): **CLEMENTE JIMENEZ**
seeks damages in the above-entitled action, as follows:

- | | AMOUNT |
|---|---------------|
| 1. General damages | |
| a. ☒ Pain, suffering, and inconvenience | \$ 10 Million |
| b. ☒ Emotional distress | \$ 10 Million |
| c. ☐ Loss of consortium | \$ |
| d. ☒ Loss of society and companionship (wrongful death actions only) | \$ 30 Million |
| e. ☐ Other (specify) | \$ |
| f. ☐ Other (specify) | \$ |
| g. ☐ Continued on Attachment 1.g. | |
| 2. Special damages | |
| a. ☒ Medical expenses (to date) | \$ 25,000 |
| b. ☐ Future medical expenses (present value) | \$ |
| c. ☐ Loss of earnings (to date) | \$ |
| d. ☐ Loss of future earning capacity (present value) | \$ |
| e. ☒ Property damage | \$ 10,000 |
| f. ☒ Funeral expenses (wrongful death actions only) | \$ 100,000 |
| g. ☒ Future contributions (present value) (wrongful death actions only) | \$ 10 Million |
| h. ☒ Value of personal service, advice, or training (wrongful death actions only) | \$ 30 Million |
| i. ☐ Other (specify) | \$ |
| j. ☐ Other (specify) | \$ |
| k. ☐ Continued on Attachment 2.k. | |
| 3. ☐ Punitive damages: Plaintiff reserves the right to seek punitive damages in the amount of (specify).. \$ | |
| when pursuing a judgment in the suit filed against you. | |

Date: **August 1, 2012**

Otto L. Haselhoff, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF OR ATTORNEY FOR PLAINTIFF)

(Proof of service on reverse)

Page 1 of 2

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CONTRACT FOR
ROAD MAINTENANCE AND OPERATION

THIS CONTRACT FOR ROAD MAINTENANCE AND OPERATION (hereinafter "Agreement") is made and entered into this 24th day of JUNE, 2008, by and between the City of Laguna Hills, a municipal corporation, hereinafter referred to as "CITY" and the County of Orange, a political subdivision of the State of California, hereinafter referred to as "COUNTY," which may hereinafter be referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, CITY and COUNTY entered into contract number D02-137 for COUNTY to provide certain road maintenance and operation functions for the public streets located within the CITY limits for the term of July 1, 2003 through June 30, 2008; and,

WHEREAS, CITY desires COUNTY to continue to provide those services; and,

WHEREAS, COUNTY is willing to continue to perform certain road maintenance and operation functions for those public streets located within the CITY as set forth herein, as well as any new public streets accepted by CITY and accept payment from CITY for the cost of those services; and

WHEREAS, the Parties are desirous of entering into an agreement to continue such services and supersede agreement number D02-137.

AGREEMENT

NOW, THEREFORE, CITY and COUNTY, the Parties, mutually agree as follows:

A. DEFINITIONS

1. Work Plan: For the purposes of this Agreement, the term Work Plan shall mean that annual fiscal year's Work Plan and Budget developed by October 1 of the preceding year. The Work Plan and Budget ("Work Plan") consist of specific work activities, equipment, materials, labor, and estimated cost to perform such activities.

2. Force Account: For the purpose of this Agreement, the term Force Account shall mean in house County labor resources.

B. TERM

The term of this Agreement shall be for five (5) years commencing on July 1, 2008, through June 30, 2013, unless otherwise terminated by either Party as provided in section C below. In the event that COUNTY or CITY desires to renew or extend this Agreement past the initial 5-year term ending on June 30, 2013, that Party shall notify the other Party in writing by July 1, 2012.

C. TERMINATION

Either Party may at any time, for any reason, with or without cause terminate this Agreement, or any portion, by serving upon the non-terminating Party a written Notice of Termination at least six (6) months prior to the date of termination. The terminating Party shall not be obligated to explain its reasons for termination. Upon receipt of said notice, the non-terminating Party shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the terminating Party terminates a portion of this Agreement, such termination shall not make void or invalidate the remainder of this Agreement.

D. COMPENSATION

1. CITY agrees that the total for all work performed under this Agreement shall not exceed \$750,000 for the first fiscal year (FY 2008-09). Total cost for each subsequent fiscal year after 2008-09 shall be in accordance with the annual Work Plan and Budget, as annually revised and updated, attached hereto and incorporated in this Agreement as Exhibit "A," which shall not increase or decrease by more than 10% of the preceding year without mutual consent of the Parties as set forth in a signed written amendment to this Agreement. County shall not exceed the total not to exceed compensation amount approved herein without prior written City approval. However, in the event the COUNTY provides emergency maintenance services, beyond anticipatable emergency services necessitated by accidents, storms, or other weather conditions, or CITY requests additional services on a time and materials basis, COUNTY shall be compensated by CITY for the work at the prices, rates, and fees set forth in the annual Work Plan regardless of the total not to exceed compensation amount set forth herein. The COUNTY may also provide services to the CITY beyond the level of specific work activities set forth in the annual Work Plan, but within the not to exceed amount, based on a written request from the CITY and

1 the availability of COUNTY work force or contract capability.

2 2. The CITY may reduce or revise the level of Force Account services provided under this
3 Agreement during the year to not less than 75% of the projected Force Account portion of Exhibit "A" to
4 accommodate changes in the CITY budget and may utilize alternative source or sources for services
5 beyond the level of service in the projected plan.

6 **E. INDEMNIFICATION**

7 COUNTY agrees to indemnify, defend with counsel approved in writing by CITY, protect, and hold
8 harmless the CITY, its officers, elected or appointed officials, employees, and volunteers from and against
9 any and all claims, demands, losses, defense costs or expenses, or liability of any kind or nature which the
10 CITY, its officers, elected or appointed officials, employees, and volunteers may sustain or incur or which
11 may be imposed upon them for injury to or death of persons or damage to property arising out of
12 COUNTY's negligent or wrongful acts or omissions in performing under the terms of this Agreement.
13 COUNTY shall defend, at its expense, including attorney fees, CITY, its officers, agents, employees,
14 independent contractors, and volunteers in any legal action or claim of any kind based upon such alleged
15 acts or omissions. The COUNTY shall not be liable in any way or indemnify the CITY for CITY's
16 negligence or the negligence of CITY's officers, officials, employees, or volunteers.

17 CITY agrees to indemnify, defend with counsel approved in writing by COUNTY, protect, and hold
18 harmless the COUNTY, its officers, elected or appointed officials, employees, and volunteers from and
19 against any and all claims, demands, losses, defense cost or expenses, or liability of any kind or nature
20 which the COUNTY, its officers, elected or appointed officials, employees, or volunteers may sustain or
21 incur or which may be imposed upon them for injury to or death of persons or damage to property arising
22 out of the CITY's negligent or wrongful acts or omissions in performing under the terms of this Agreement.
23 The CITY shall not be liable in any way or indemnify the COUNTY for COUNTY's negligence or the
24 negligence of COUNTY's officers, elected or appointed officials, employees, or volunteers.

25 If judgment is entered against CITY and COUNTY by a court of competent jurisdiction because of
26 the concurrent active negligence of CITY and COUNTY, CITY and COUNTY agree that liability will be

1 apportioned as determined by the Court. Neither party shall request a jury apportionment.

2 Each Party agrees to fully cooperate with the other and assist the other Party hereto in all matters
3 relating to losses covered by the terms of this Agreement, and more specifically but not
4 being limited thereby, each Party will:

5 1. Give prompt notification of all occurrences covered or likely to be covered by the terms
6 hereof, together with the particulars thereof the other part hereto;

7 2. If claim is made, or suit is brought against a Party on occurrences covered or likely to be
8 covered by the terms hereof, such party shall immediately forward every claim, demand, notice, summons,
9 or other process received by it to the other Party hereto.

10 CITY may, at its own expense, participate in the defense of any suit, or in the prosecution of any
11 appeal affecting matters herein involved where the duty of defense or prosecution is imposed on
12 COUNTY, and where COUNTY has consented thereto.

13 **F. NOTICES**

14 Any and all notices permitted or required to be given hereunder shall be deemed duly given 1)
15 upon actual delivery, if delivery is by hand; or 2) upon delivery by the United States Mail if delivery is by
16 postage paid registered or certified return receipt requested mail. Each such notice shall be sent to the
17 respective Party at the address indicated below:

18 FOR CITY: City of Laguna Hills
19 Attention: City Manager
20 24035 El Toro Road
21 Laguna Hills, CA 92653

22 FOR COUNTY: County of Orange
23 Attention: City Contract Manager
24 1750 S. Douglass Road
25 Anaheim, CA 92806

2301 Glassell ST.
Orange, CA 92865

26 ///

1 **G. PROJECT MANAGER**

2 The CITY shall appoint a Project Manager to act as liaison between the COUNTY and CITY during
3 the term of this Agreement. The CITY's Project Manager shall coordinate the activities of the CITY staff
4 assigned to work with COUNTY. COUNTY shall appoint a Contract Administrator. COUNTY's Contract
5 Administrator shall direct the COUNTY's efforts in fulfilling COUNTY's obligations under this Agreement.

6 **H. ENTIRE AGREEMENT**

7 This Agreement, along with each fiscal year's revised and updated annual Work Plan, which shall
8 be attached hereto as Exhibit "A" and incorporated herein by this reference, contains the entire agreement
9 between the Parties with respect to the matters contained herein.

10 **I. GOVERNING LAW AND VENUE**

11 The CITY and COUNTY understand and agree that the laws of the State of California shall govern
12 the rights, obligations, duties, and liabilities of the Parties to this Agreement and also govern the
13 interpretation of this Agreement. In the event of any legal action to enforce or interpret this Agreement,
14 the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County,
15 California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court,
16 notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive
17 any and all rights to request that an action be transferred for trial to another County.

18 **J. AMENDMENTS**

19 No alteration or variation of the terms of this Agreement shall be valid unless made in writing and
20 signed by the Parties, no oral understanding or agreement not incorporated herein shall be binding on
21 either of the Parties, and no exceptions, alternatives, substitutes, or revisions are valid or bind on the
22 COUNTY unless authorized by COUNTY in writing. All Work Plans for each fiscal year and the terms,
23 prices, rates, and fees set forth therein shall be attached hereto as Exhibit "A" and incorporated herein by
24 this reference.

25 **K. ASSIGNMENT**

26 Neither Party shall assign its performance of this Agreement, nor any part thereof, without the prior

1 written consent of the non-assigning Party. Any attempt by either Party to assign this Agreement or any
2 portion thereof without the express written consent of the non-assigning Party shall be invalid and shall
3 constitute a breach of this Agreement.

4 **L. CONSENT TO BREACH NOT WAIVER**

5 No term or provision of this Agreement shall be deemed waived and no breach excused unless
6 such a waiver or consent shall be in writing and signed by the Party claimed to have waived or consented.
7 Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not
8 constitute consent to, waiver of, or excuse for any other different or subsequent breach.

9 **M. FORCE MAJEURE**

10 COUNTY shall not be assessed with damages or penalties for unsatisfactory performance during
11 any delay in the performance of any work under this Agreement caused by any act of God, war, civil
12 disorder, employment strike, or other cause beyond its reasonable control, provided COUNTY gives
13 written notice of the cause of the delay to the CITY within 24 hours of the start for the delay.

14 **N. HEADINGS**

15 The various heading and numbers herein, the grouping of provisions of this Agreement into
16 separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only
17 and shall not limit or otherwise effect the meaning hereof.

18 **O. CALENDAR DAYS**

19 Any reference to the word "day" or "days" shall mean calendar day or calendar days respectively,
20 unless otherwise expressly provided.

21 **P. ATTORNEY FEES**

22 In any action or proceeding to enforce or interpret any provision of this Agreement or where any
23 provisions hereof is validly asserted as a defense, each Party shall bear its own attorneys' fees, costs, and
24 expenses.

25 **Q. INTERPRETATION**

26 This Agreement has been negotiated at arm's length and between persons sophisticated and

1 knowledgeable in the matters dealt with in this Agreement. In addition, each Party has been represented
2 by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly
3 declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party
4 further acknowledges that they have not been influenced to any extent whatsoever in executing this
5 Agreement by any other Party hereto or by any person representing them, or both. Accordingly, any rule
6 of law, (including California Civil Code section 1654) or legal decision that would require interpretation of
7 any ambiguities in this Agreement against the Party that drafted it is not applicable and it deemed waived.
8 The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purpose of the
9 Parties to this Agreement.

10 R. SEVERABILITY

11 If any term, condition, provision, or article of this Agreement is held by a court of competent
12 jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full
13 force and effect and shall in no way be affected, impaired, or invalidated thereby.

14 S. DISPUTE

15 If a dispute arises, the Parties' respective designated representatives shall attempt to resolve the
16 issue. If such issue cannot be promptly resolved by the City's Project Manager and the City Contracts
17 Manager, the Parties shall discuss and endeavor to resolve such issue within twenty (20) working days. In
18 the event the City's Project Manager and the City Contracts Manager have failed to resolve the issue
19 within twenty (20) working days after the referral of the issue to them, the Parties shall refer the issue to
20 the City's Director of Public Services/City Engineer and RDMD Operations Manager for resolution.

21 T. AUTHORITY TO EXECUTE THIS AGREEMENT

22 The Parties to this Agreement represent and warrant that this Agreement has been duly authorized
23 and executed and constitutes the legally binding obligation of their respective organization or entity,
24 enforceable in accordance with its terms.

25 CITY AND COUNTY RESPONSIBILITIES:

26 U. COUNTY SHALL:

1 1. Each fiscal year develop an annual Work Plan for manpower, equipment, materials, and
2 contracts for CITY to provide normal maintenance and operation activities utilizing COUNTY's
3 Maintenance Management System (MMS).

4 2. Develop a preliminary annual Work Plan to provide field operations, contract effort, and
5 support operations required to provide the level of maintenance requested by the CITY and within the "not
6 to exceed" amount established by this Agreement. The preliminary Work Plan will include estimates for
7 manpower and equipment. This Work Plan will be based on the historical maintenance workload in the
8 CITY, discussions with CITY staff of future priority and emphasis, and changes in the composition of the
9 COUNTY work force and contract capability. COUNTY shall submit the preliminary annual Work Plan to
10 CITY for review by August 1 of each year for the next fiscal year scheduled to begin July 1. The annual
11 Work Plan shall be finalized by October 1, consistent with CITY recommendations and available
12 resources. The Work Plan shall include an allowance for miscellaneous work to provide anticipatable
13 emergency services based upon historic experience. The final annual Work Plan for each fiscal year shall
14 be incorporated into and attached as part of this Agreement as Exhibit "A".

15 3. Perform road maintenance and operation functions in accordance with: (1) the annual Work
16 Plan based upon specific work orders of required maintenance activities issued by City staff; (2) written
17 requests from CITY staff for other specific work; and, (3) call-out by CITY staff or the Orange County
18 Sheriff's Department ("OCSD") for emergency road maintenance services. Road maintenance services
19 may be performed by COUNTY either by Force Account or contract, or a combination of the two.

20 4. On City's behalf, in response to the Orange County Sheriff's Department call-out, or request
21 by City staff, provide emergency response inspections and road maintenance services including after
22 regular business hours emergency or special road maintenance and operation functions necessitated by
23 accidents, storms, or other weather conditions, slides, settlements, or other unusual or unexpected
24 damage to a roadway, structure, or facility.

25 5. Be and is hereby designated as project engineer, contract, and construction agent to do
26 and perform all things necessary in order to design and accomplish road maintenance tasks by contract in

1 accordance with the Work Plan.

2 6. Prepare general and specific work schedules. General schedule shall indicate work to be
3 accomplished by contract and work to be accomplished by Force Account. Provide copy of specific work
4 schedule for COUNTY Force Account work to CITY on a biweekly basis including the two-week schedule
5 to address the CITY service requests.

6 7. Submit monthly progress updates to the CITY in the form of activity status reports, contract
7 status, and backlog reports. Meet periodically with CITY to discuss the annual Work Plan and services
8 being provided. Notify CITY in advance of cost overruns associated with deviations from the Work Plan
9 and work with CITY to implement strategies for budget and/or service level adjustments commensurate
10 with available funding.

11
12 8. Provide support operations required for providing normal maintenance operations in
13 accordance with the annual Work Plan. This includes the following operations and functions:

14 a. Provide inspection of road facilities within CITY, preparation of standard
15 Maintenance Inspection Reports (MIR) to initiate maintenance work, investigation of complaints from the
16 public and CITY representatives, and routine investigation of the Public Works maintenance aspects of
17 claims made against the CITY.

18 b. Provide scheduling services for preparation of work assignments based upon
19 inspection reports and/or input from CITY in accordance with the annual Work Plan. Develop and
20 maintain a backlog report for activities for the CITY area to track work performed, and prepare reports of
21 project costs for those projects where special reimbursement is possible.

22 c. Provide all routine service, supplies, and logistical support for performance of
23 maintenance and operations functions for COUNTY crews in accordance with its standard warehouse
24 operating procedures.

25 d. Provide contract administration services for maintenance work performed by
26 contract in CITY at COUNTY direction.

1 e. Provide logistical support COUNTY crews including contract administration of
2 specialty contractors, support contracts, special materials and services.

3 9. Include CITY requested special road maintenance work (i.e., slurry seal or overlay – with
4 associated subgrade repairs/surface preparation work) in formally bid COUNTY contracts for slurry seal
5 and asphalt/ concrete overlay work on County-owned roads and streets. This includes the following:

6 a. Provide contract design, preparation, and administration inspection service.

7 b. Submit plans and specifications for contract work to CITY for review and approval
8 by the CITY engineer or designee, hereinafter referred to as "CITY ENGINEER," for contracts with CITY
9 portion estimated to exceed \$25,000. Plans and specifications are submitted for approval of design and
10 construction features.

11 c. During the period of construction, have jurisdiction over the construction area for the
12 limited purpose of road maintenance.

13 d. Obtain the written concurrence of CITY ENGINEER prior to issuing contract change
14 orders affecting contract design.

15 e. Request the CITY to participate in the final inspection of contract work;
16 consider the CITY comments on the quality and quantity of contract work prior to COUNTY filing the
17 Notice of Completion.

18 f. Furnish and deliver to CITY, if requested, all documents required in connection with
19 the construction and completion of the contract.

20 10. Provide all supervision and management required for the annual Work Plan.

21 11. For the fiscal year July 1, 2008 through June 30, 2009, perform all of the
22 work as requested by CITY listed on annual Work Plan for the 2008-09 fiscal years. The Work Plan is a
23 schedule of specific activities for street maintenance and repair that the CITY intends to have
24 accomplished during fiscal year on which is stated the quantities of particular activities that are required to
25 accomplish the road maintenance and repair. Each fiscal year's annual Work Plan shall have the prices,
26 rates, and fees set forth charges incurred by the CITY during that fiscal year based upon the projected

1 material, labor, burden, overhead, equipment, and contracted services for the upcoming fiscal year. In
2 addition to the prices, rates, and fees set forth in the annual Work Plan, the COUNTY shall charge CITY
3 an additional four percent (4%) of all billed costs for Risk Management Services. The COUNTY is self
4 insured. Therefore this additional cost will cover liability issues arising from any claims pursuant to terms
5 listed in section E of this Agreement. In addition, COUNTY shall prepare a report, subject to review and
6 approval of the CITY's Director of Public Services/City Engineer, which describes each of the activities
7 listed on the annual Work Plan and provides guidelines for the performance of each activity in accordance
8 with County's usual and customary procedures described in the County's RDMD Field Operations Manual,
9 as may be periodically updated.

10 12. The Parties specifically understand and agree that the COUNTY is under no duty and has
11 no obligation whatsoever under this Agreement to independently inspect any public streets located within
12 the CITY for the purpose of identifying maintenance and/or repair needs, nor does the COUNTY have a
13 recurring duty to inspect any public streets located within the CITY, except (1) as may otherwise be
14 provided in the annual Work Plan, (2) as otherwise specifically requested in writing by CITY staff for
15 specific work, and/or (3) as otherwise may be requested by CITY staff or OCSD call-out for emergency
16 road maintenance services.

17 **V. CITY SHALL:**

18 1. Review service levels contained within County's preliminary annual Work Plan, and make
19 adjustments by October 1, based upon CITY's budget and desired service levels and consistent with
20 available COUNTY resources and contract capability.

21 2. Meet periodically with COUNTY to discuss the annual Work Plan and services being
22 provided. Review with COUNTY cost overruns associated with deviations from the Work Plan and
23 develop strategies for budget and/or service levels commensurate with available funding.

24 3. Notify COUNTY of priority service requests to be included within the following two-week
25 work schedule. Review work schedule for force account and contract work.

26 4. Designate an individual or individuals authorized to submit service and designate that the

1 individual or individuals authorized to review and approve contract documents as the CITY ENGINEER.

2 5. Pay COUNTY for entire total cost incurred by COUNTY for maintenance, operation, support
3 and contract functions performed within CITY by COUNTY staff or COUNTY administered contract to
4 include all costs for labor, equipment, materials, service contracts, special maintenance contracts, repair
5 contracts, and all applicable overhead and supervisory expenses in accordance with established COUNTY
6 prices, rates, fees and charges at the time work is performed.

7 6. Pay COUNTY invoiced costs by payment due date. Payment due dates are invoice date
8 plus thirty days.

9 7. Pay late charges for invoices not paid within thirty (30) days after receipt in accordance with
10 the following schedule:

11 a. Over-the-counter payments will be assessed a late charge if any payment is not
12 received by the COUNTY by the payment due date.

13 b. Payments transmitted to the COUNTY via the U.S. Mail that have payer's postage
14 meter mark will be assessed a late charge if any payment is not received by the COUNTY by the payment
15 due date plus one day.

16 c. Payments transmitted to the COUNTY via the U.S. Mail that have a U.S. Post Office
17 postmark dated after the payment due date will be assessed a late charge.

18 d. The late charge assessed in each of these situations shall be three-quarters of one
19 percent (0.75%) of the payment due and unpaid plus \$100.00 for late payments made within thirty (30)
20 days of the payment due date. An additional charge of three-quarters of one percent (0.75%) of said
21 payment shall be added for each additional thirty (30) day period that the payment remains unpaid. Late
22 charges shall be added to the payment and invoiced to the contracting entity.

23 8. Serve as liaison with individual homeowners, homeowner association's citizen groups and
24 other concerning performance of work and levels of service provided under this Agreement.

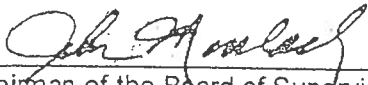
25 ///

26 ///

IN WITNESS WHEREOF, CITY has caused this Agreement to be executed by its Mayor and
attested by its Clerk, and COUNTY has caused this Agreement to be executed by the Chairman of its
Board of Supervisors and attested by its Clerk, all thereunto duly authorized by the CITY Council and the
Board of Supervisors, respectfully.

COUNTY OF ORANGE

CITY OF LAGUNA HILLS

By 
Chairman of the Board of Supervisors

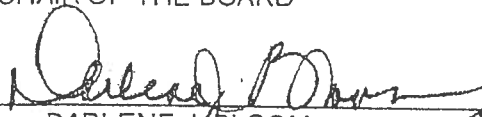

L. Allan Songstad, Mayor

Date: 6-24-08

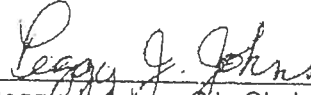
Date: May 13, 2008

SIGNED AND CERTIFIED THAT A COPY OF
THIS AGREEMENT HAS BEEN DELIVERED TO
THE CHAIR OF THE BOARD

Attest:

By 
DARLENE J. BLOOM
Clerk of the Board of Supervisors of
Orange County, California



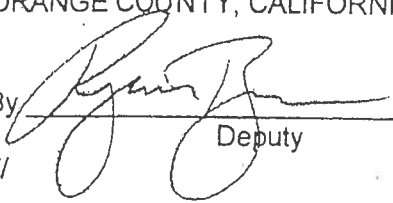

Peggy J. Johns, City Clerk

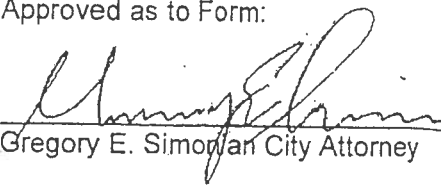
Date: 6-24-08

Date: May 13, 2008

APPROVED AS TO FORM
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

Approved as to Form:

By 
Deputy


Gregory E. Simon, City Attorney

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City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: FEBRUARY 26, 2013

TO: MAYOR AND COUNCIL MEMBERS

**FROM: KENNETH H. ROSENFELD
DIRECTOR OF PUBLIC SERVICES/CITY ENGINEER**

ISSUE: PROCUREMENT OF A PUBLIC WORKS VEHICLE

RECOMMENDATION: THAT THE CITY COUNCIL AUTHORIZE THE COMMENCEMENT OF THE PROCUREMENT PROCESS FOR THE PURCHASE OF A PUBLIC WORKS VEHICLE.

SUMMARY:

The 2012-13 Fiscal Year Budget includes funding for the replacement of the Public Works Department vehicle. The City Council is requested to authorize the commencement of the procurement process for the purchase of this vehicle. Upon approval, pursuant to Chapter 3-08.130 of the Laguna Hills Municipal Code, the Purchasing Officer will initiate the procurement process. As a separate transaction, the 2002 Public Works vehicle will be retired and sold subsequent to the purchase of the new vehicle.

BACKGROUND:

The City Council amended the City's purchasing procedures by the adoption of Ordinance No. 2011-1 on February 22, 2011. One of the revisions to the purchasing procedures was the addition of a new requirement to seek City Council authorization prior to beginning the procurement process for the purchase of any vehicles with a value greater than \$20,000. The new Chapter reads as follows:

"3-08.130 Vehicle purchases.

Any vehicle(s) with an estimated value greater than twenty thousand dollars (> \$20,000) to be purchased by the city shall be approved in advance by the City Council prior to commencement of the procurement process."

Replacement of Public Works Vehicle

Page 2

February 26, 2013

The 2012-13 Fiscal Year Budget includes funding for the replacement of the Public Works Department vehicle. The cost of this vehicle will exceed \$20,000. City Council approval to proceed with the procurement process is requested.

The City Council is advised that, as a separate transaction, the 2002 Public Works vehicle will be retired and sold subsequent to the purchase of a new Public Works vehicle.

FISCAL IMPACT:

The purchase of a pick-up truck for use in Public Works operations is included in the Fiscal Year 2012-13 Operating Budget in the amount of \$25,000.



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: FEBRUARY 26, 2013

TO: MAYOR AND COUNCIL MEMBERS

**FROM: KENNETH H. ROSENFELD
DIRECTOR OF PUBLIC SERVICES/CITY ENGINEER**

**ISSUE: PROGRESS PAYMENT NO. 2 FOR COMMUNITY CENTER BUILDING
REFURBISHMENT, CIP NO. 513A**

**RECOMMENDATION: THAT THE CITY COUNCIL APPROVE CONTRACT CHANGE
ORDER NO. 1 AND PROGRESS PAYMENT NO. 2, IN THE NET AMOUNT OF
\$24,734.01, TO N.S. CONSTRUCTION & PAINTING, FOR COMMUNITY CENTER
BUILDING REFURBISHMENT, CIP NO. 513A.**

SUMMARY:

Work on the Community Center Building Refurbishment, CIP No. 513A, began on December 17, 2012, and is being performed by N.S. Construction & Painting. Work performed in January included mobilization, unclassified removals, painting, and installation of fabric wall covering. The contractor has submitted the second progress payment request for approval. In addition, Contract Change Order No. 1 is proposed for approval to address minor extra work on the project.

BACKGROUND:

A routine monthly action for capital improvement projects is the submission, review, and approval of the contractor's invoice. Procedurally, field staff verifies the contractor's quantities and matches them with the submitted invoice. The unit prices and total costs of the project are confirmed by the office staff and a progress payment is then processed. A five-percent (5%) retention is withheld from each payment to assure final performance of the work. The contractor for the project, N.S. Construction & Painting, has submitted the second progress payment for the subject project as follows:

ITEM #	DESCRIPTION	QUANTITY	UNIT	\$	AMOUNT
1	Mobilization	.10	LS	\$12,000.00	\$ 1,200.00
2	Unclassified Removals	.24	LS	\$ 3,000.00	\$ 720.00
6	Interior Paint	.268	LS	\$39,250.00	\$10,519.00
7	Exterior Paint	.268	LS	\$35,100.00	\$ 9,406.80
8	Vinyl Wall Covering	.20	LS	\$ 8,000.00	\$ 1,600.00
10	Partition Wall Covering	.20	LS	\$12,950.00	\$ 2,590.00
Total To Date				\$58,371.30	
Less Prior Billing				<u>\$32,335.50</u>	
Total This Period				\$26,035.80	\$26,035.80
Less 5% Retention					<u>\$(1,301.79)</u>
					\$24,734.01

CONTRACT CHANGE ORDER NO. 1

The attached Contract Change Order No. 1 is proposed to address the removal of wall paper in the restrooms that was not previously identified in the project scope and a change in the specifications of the corner guards to a more robust product suitable for the facility. The Change Order has a net cost increase of \$6,215.90.

FISCAL IMPACT:

The progress payment is within the Capital Improvement Program Budget for the Community Center Building Refurbishment, CIP No. 513A.

ATTACHMENTS:

- Change Order No. 1

**CITY OF LAGUNA HILLS
CONTRACT CHANGE ORDER**

CONTRACT CHANGE ORDER NO. 1

SHEET 1 OF 2 SHEETS

PROJECT: Community Center Building Refurbishment, CIP No. 513A

CONTRACTOR: N.S. Construction & Painting

In accordance with contract provisions, the following changes in the contract and/or contract work are hereby authorized and as compensation therefore, the following addition to or deductions from the contract price are hereby approved.

Note: This change order is not effective until approved by the City Engineer.

Description of work to be done, estimate of quantities, and prices to be paid. Segregate between additional work at contract price, agreed price and force account. Unless otherwise stated, rates for rental of equipment is actually used and no allowance will be made for idle time.

Change requested by City Engineer

1. Provide 120 each 2" x 2" x 8' corner guards #160 surface mount by InPro Corporation. Color as selected.

Time & Materials: \$7,915.90

2. Remove wallpaper in restrooms, prep, prime, and paint walls.

Agreed Price \$2,500.00

3. Delete Bid Item No. 9, Corner Guards (\$4,200.00)

Total: \$6,215.90

TOTAL INCREASE \$6,215.90

Increase \$6,215.90 Decrease \$

By reason of this order the time of completion will be adjusted as follows:

Add 0 Working Days

CONTRACT CHANGE ORDER NO. 1

SHEET 2 OF 2 SHEETS

The compensation (time and cost) set forth in this Change Order comprises the total compensation due the Contractor, all Subcontractors and all suppliers, for the work or change defined in this Change Order, including all impact on any unchanged work. By signing this Change Order, the Contractor acknowledges and agrees, on behalf of himself, all Subcontractors, and all suppliers, that the stipulated compensation includes payment for all work contained in this Change Order, plus all payment for the interruption of schedules.

Extended overhead costs, delay, and all impact, ripple effect or cumulative impact on all other, work under this Contract. The signing of this Change Order shall indicate that the Change Order constitutes full mutual accord and satisfaction for the change, and that the time and/or cost under the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors, and all suppliers, as a result of the change. The Contractor, on behalf of himself, all Subcontractors, and all suppliers, agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim or request for equitable adjustment of any type, for any reasonably foreseeable cause that shall arise out of or as a result of this Change Order or the impact of this Change Order on the remainder of the work under this Contract.

SUMMARY OF CONTRACT TIME

Original Contract Date: (Notice to Proceed)	December 17, 2012
Original Contract Time:	50 work days
Original Completion Date:	February 27, 2013
Time Extension this C.O.:	0 work days
Time Extension Other:	0
Revised Contract Time:	-
Revised Final Completion Due Date:	-
Time Subject to Liquidated Damages:	- 0 -
Actual Final Completion Date:	In Process

Original Contract Price	\$182,150.00
Prev. Authorized Changes	\$ - 0 -
This Change (Add)	\$ 6,215.90
Amended Contract Price	\$188,365.90

If the Contractor does not sign acceptance of this order, his attention to the requirements of the specifications as to proceeding with the order work and filing a written protest within the time therein specified.

Approved by:

Accepted by:

Director of Public Services

Date

 2-11-13

Contractor Date

4.4 PROGRESS PAYMENT NO. 22 FOR LA PAZ ROAD WIDENING AT I-5 IMPROVEMENT PROJECT, CIP NO. 159

THE CITY COUNCIL APPROVED PROGRESS PAYMENT NO. 22, IN THE NET AMOUNT OF \$52,221.42, TO SEMA CONSTRUCTION, INC., FOR THE LA PAZ ROAD WIDENING AT I-5 IMPROVEMENT PROJECT, CIP NO. 159.

4.5 SECOND QUARTER FINANCE AND TREASURER'S REPORT (FY 2012/13)

THE CITY COUNCIL RECEIVED AND FILED THE SECOND QUARTER FINANCIAL AND TREASURER'S REPORT FOR FISCAL YEAR 2012/13.

5. PLANNING AGENCY

Mayor Kogerman recessed the City Council meeting and acting in the capacity of Chair, called the regular meeting of the Planning Agency of the City of Laguna Hills, California to order at 7:28 PM.

5.1 ROLL CALL OF PLANNING AGENCY MEMBERS

Present: Chair Kogerman, Vice Chair Blount, Agency Member Bressette, Agency Member Carruth, and Agency Member Gilbert

5.2 PUBLIC COMMENTS

There were no Public Comments.

5.3 MINUTES

5.3.1 REGULAR MEETING, JANUARY 22, 2013

MOTION TO APPROVE THE MINUTES OF THE JANUARY 22, 2013, REGULAR MEETING, BY M/VICE CHAIR BLOUNT, S/AGENCY MEMBER BRESSETTE. APPROVED BY A VOTE OF 4-0-1 (AGENCY MEMBER CARRUTH ABSTAINED).

5.4 PLANNING AGENCY PUBLIC HEARINGS

5.5 VARIANCE NO. V-12-12-2454, A REQUEST BY D. KUBICA/B. DEYO TO CONSTRUCT AN OUTDOOR FIREPLACE AND +/- 191 SQUARE FOOT PATIO COVER IN A REQUIRED SETBACK ON THE SUBJECT PROPERTY AT 26362 YOLANDA STREET

Chair Kogerman opened the Public Hearing.

Andrew Herndon, Laguna Hills, President of Lomas Laguna Homeowners Association, spoke in support of Variance No. V-12-12-2454.

Chair Kogerman closed the Public Hearing.

**THE PLANNING AGENCY ADOPTED RESOLUTION NO. PA2013-02-12-1, A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, GRANTING VARIANCE NO. 12-12-2454, A REQUEST BY D. KUBICA/B. DEYO TO CONSTRUCT AN OUTDOOR FIREPLACE AND +/- 191 SQUARE FOOT PATIO COVER IN A REQUIRED SETBACK ON THE SUBJECT PROPERTY AT 26362 YOLANDA STREET, BY M/VICE CHAIR BLOUNT, S/AGENCY MEMBER BRESSETTE.
APPROVED BY A VOTE OF 5-0.**

PLANNING AGENCY ADJOURNMENT

PUBLIC IMPROVEMENT CORPORATION

Mayor Kogerman convened the Public Improvement Corporation at 7:36 PM. Mayor Kogerman reconvened the City Council meeting at 7:37 PM. All Council Members were present.

6. CITY COUNCIL PUBLIC HEARINGS

There were no Public Hearings.

7. ADMINISTRATIVE REPORTS

7.1 City Manager

The City Manager made no reports.

7.2 City Clerk

7.2.1 UNSCHEDULED COMMISSION VACANCY - JEFFREY MCCONNELL, PARKS & RECREATION COMMISSION; LETTER OF RESIGNATION

**THE CITY COUNCIL ACCEPTED THE RESIGNATION OF JEFFREY MCCONNELL, PARKS AND RECREATION COMMISSIONER, EFFECTIVE JANUARY 31, 2013, AND DIRECTED THE CITY CLERK TO PROCEED WITH THE APPOINTMENT PROCESS TO FILL THE UNSCHEDULED VACANCY ON THE PARKS AND RECREATION COMMISSION, PER GOVERNMENT CODE SECTION 54974, AND LAGUNA HILLS MUNICIPAL CODE SECTION 2-28.080.
APPROVED BY A VOTE OF 5-0.**

7.3 ASSISTANT CITY MANAGER

7.3.1 2013 CITIZEN SURVEY INSTRUMENT

NO ACTION WAS TAKEN ON THIS ITEM.



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: FEBRUARY 26, 2013

TO: CHAIR AND AGENCY MEMBERS

**FROM: DAVID CHANTARANGSU, AICP
DIRECTOR OF COMMUNITY DEVELOPMENT**

ISSUE: TENTATIVE PARCEL MAP & VARIANCE NO. 11-12-2428, A REQUEST TO SUBDIVIDE THE CABOT TOWN CENTER PROPERTY INTO FOUR PARCELS AT 25214-25272 CABOT ROAD IN THE (FC) FREEWAY COMMERCIAL ZONING DISTRICT.

RECOMMENDATION: THAT THE PLANNING AGENCY CONTINUE THE PUBLIC HEARING FOR TENTATIVE PARCEL MAP/VARIANCE NO. 11-12-2428 TO A DATE CERTAIN OF MARCH 12, 2013.

SUMMARY:

Staff recommends the Planning Agency continue this item to the Planning Agency's next regular meeting of March 12, 2013. Staff needs additional time to consult with the applicant concerning proposed conditions of approval.



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: FEBRUARY 26, 2013

TO: MAYOR AND COUNCIL MEMBERS

FROM: KENNETH H. ROSENFELD
DIRECTOR OF PUBLIC SERVICES/CITY ENGINEER

ISSUE: LA PAZ OPEN SPACE PREFERRED CONCEPT PLAN, CIP NO. 615A

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE PREFERRED CONCEPT PLAN FOR THE LA PAZ OPEN SPACE PROJECT, CIP NO. 615A.

SUMMARY:

The Parks and Recreation Commission reviewed the three La Paz Open Space Concept Plans at the meeting of February 6, 2013. Following public comment, the Commission provided direction to the Landscape Architect to prepare the Preferred Concept Plan for this project. The Preferred Concept Plan is a modification of Concept Plan 3. This Concept Plan maintains the passive uses of the La Paz Open Space, places the trail uses closest to La Paz Road, and was amended to add low-level lighting and benches as amenities in the Plan. Staff also directed minor trail alignment changes to enhance the users experience when on the trails and to add lighting in the La Paz and Moulton equestrian tunnels. The Landscape Architect will present the Preferred Concept Plan to the City Council. Approval of the Preferred Concept Plan will conclude the Park Planning Process and begin the preparation of the Plans and Specifications for this project. Approval of the Preferred Concept Plan is recommended.

BACKGROUND:

The La Paz Open Space Project, CIP No. 615A, is located along the northerly side of La Paz Road between Moulton Parkway and Alameda Avenue and is the first phase of an anticipated multiple phased future project to develop passive uses and trails within this open space corridor that traverses from Moulton Parkway to Paseo de Valencia. The City's 2001 Bikeways, Trails & Open Space Master Plan (Master Plan) identified this corridor as being an important asset to the community and an integral part of the City's overall trail system. An excerpt of the Trail Master Plan is attached.

On November 27, 2012, the City Council authorized the Landscape Architecture firm of Richard Fisher Associates to begin the design of the La Paz Open Space Project from Moulton Parkway to Alameda Avenue. The City Council also directed that the public participation process, as defined in the "Park Planning Policy" (Policy), be implemented.

The public has been invited to participate in the design development of the La Paz Open Space Project in accordance with the Policy. In early December 2012, approximately 2,400 notices of a public meeting were mailed to a wide ranging geographic area of the City inviting attendance at the first public informational meeting held on December 19, 2012, at the Laguna Hills Community Center. Based upon community input from this meeting and the Master Plan, three Concept Plans, attached, for the use of the site were subsequently developed and presented to the City Council for a preliminary review at the meeting of January 22, 2013. The Concept Plans were then presented to the Parks and Recreation Commission at the meeting of February 6, 2013. In accordance with the Policy, all residents within 300' of the project site were invited to attend and participate in the above-mentioned Parks and Recreation Commission meeting and the same residents were invited to attend this City Council meeting.

The Parks and Recreation Commission accepted public comments and reviewed the three Concept Plans. The Commission recommended that a modification of Concept Plan 3 be developed into the Preferred Concept Plan. Attached to this staff report is the Preferred Concept Plan for the La Paz Open Space project. The Preferred Concept Plan differs from Concept Plan 3 to account for the Commission's recommendations to add low-level "bollard type" lighting on the multi-use trail and to add a few benches along the trail. In addition, staff directed the Landscape Architect to design minor horizontal shifts in the alignment of the multi-use trail to enhance the available landscape space between this trail and the equestrian trail, where feasible, and to add lighting within both the La Paz and Moulton equestrian tunnels, similar to the lighting that exists in the Oso tunnel. Landscape Architect Richard Fisher will present the Preferred Concept Plan for City Council review and approval.

Upon approval of the Preferred Concept Plan for the La Paz Open Space, the Landscape Architect will prepare the final plans and specifications for the project. Construction of the La Paz Open Space Project is anticipated to begin in early summer 2013.

FISCAL IMPACT:

The total construction cost estimate for the Preferred Concept Plan for the La Paz Open Space, CIP No. 615A, is \$1,200,000 (including a 20% construction cost contingency and a 15% allocation for construction management). Funding for this project is included in the Six-year Capital Improvement Program Budget. The project funding is being provided from the proceeds of the sale of Parcel 1 of Parcel Map 2009-134 to the adjacent shopping center.

ATTACHMENTS:

- Trail Master Plan
- Concept Plan 1
- Concept Plan 2
- Concept Plan 3
- Preferred Concept Plan

EDISON EASEMENT/ LA PAZ ROAD CONCEPTUAL ALIGNMENT Laguna Hills

Legend

-  Edison Easement
-  Existing Trail
-  Proposed Multi-Use Corridor
-  Bridge
-  Proposed Loop Trail
-  Wayfinding Signage Plaza
-  Information Signage Plaza





PROPOSED OPEN SPACE AMENITIES	INCLUDED
MULTI-USE PAVED TRAIL	YES
TRAIL BOLLARD LIGHTS	YES
DIRECTIONAL / EDUCATIONAL SIGNAGE	YES
ADA RAMP W/ HANDRAILS	100 LF
NATIVE SOIL EQUESTRIAN TRAIL	YES
EQUESTRIAN FENCING	4,880 LF
HITCHING POST ASSEMBLY	2
STOCK TANK	1
DRY STREAM	YES
FAUX STREAM BRIDGES	2
TRASH RECEPTACLES	5
PICNIC TABLES	1
BENCHES	5
DRINKING FOUNTAINS	2
DOG LITTER BAG DISPENSERS	3



LA PAZ OPEN SPACE

CITY OF LAGUNA HILLS

MARCH 2012

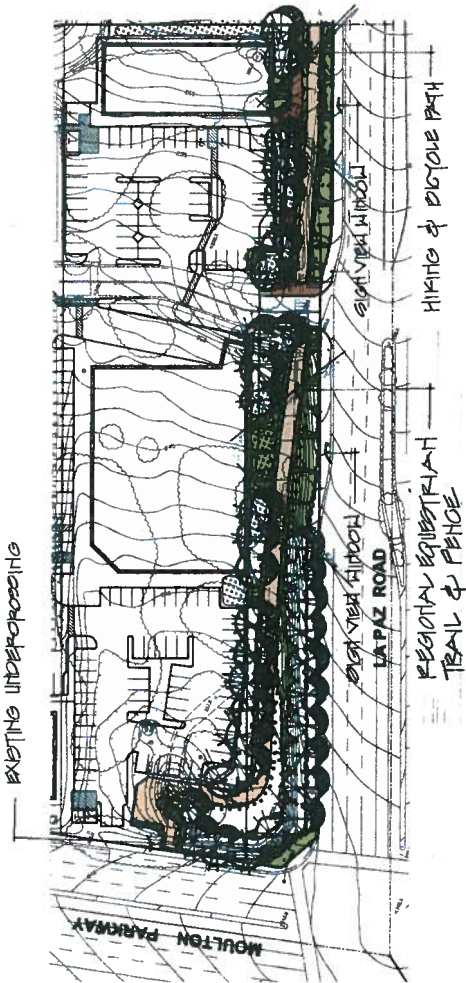
PRELIMINARY CONCEPT ONE





LA PAZ OPEN SPACE

PROPOSED OPEN SPACE AMENITIES	
MULTI-USE PAVED TRAIL	YES
TRAIL BOLLARD LIGHTS	NO
DIRECTIONAL / EDUCATIONAL SIGNAGE	YES
ADA RAMP W/ HANDRAILS	100 LF
NATIVE SOIL EQUESTRIAN TRAIL	YES
EQUESTRIAN FENCING	4,720 LF
HITCHING POST ASSEMBLY	1
STOCK TANK	1
DRY STREAM	NO
FAUX STREAM BRIDGES	NO
TRASH RECEPTACLES	5
PICNIC TABLES	NO
BENCHES	NO
DRINKING FOUNTAINS	NO
DOG LITTER BAG DISPENSERS	3



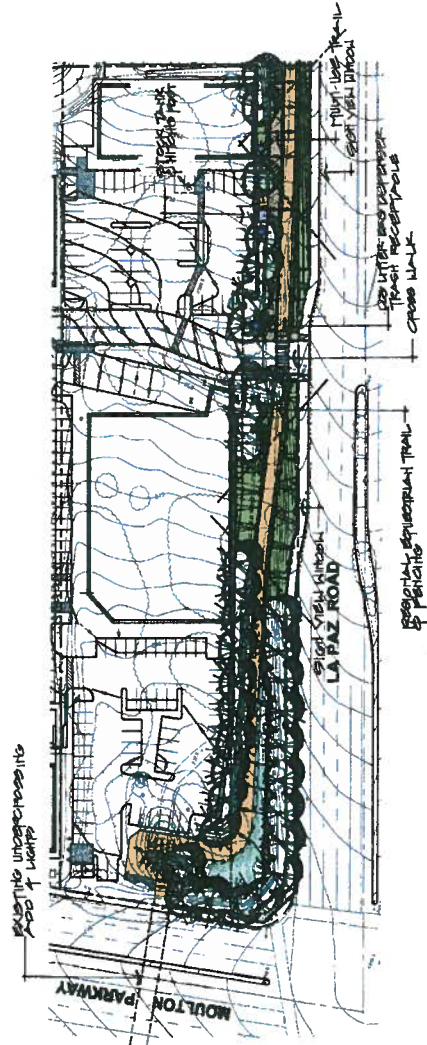
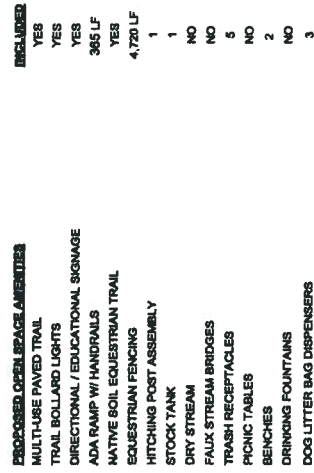
LA PAZ OPEN SPACE

CITY OF LAGUNA HILLS

JANUARY 2013

PRELIMINARY CONCEPT THREE





PREFERRED CONCEPT PLAN

JANUARY 2013



