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14
15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF FRESNO**

17 AMERICAN CIVIL LIBERTIES UNION OF
NORTHERN CALIFORNIA, a nonprofit
18 corporation, and FIRST AMENDMENT
COALITION, a nonprofit corporation,
19
20 Petitioners,
21 v.
22 THE CITY OF FRESNO, and THE HONORABLE
MEMBERS OF THE FRESNO CITY COUNCIL,
23
24 Respondents.

CASE NO. 23CECG04744

**PETITIONERS' REPLY IN
SUPPORT OF MOTION FOR
JUDGMENT**

Date: August 28, 2024
Time: 1:30 p.m.
Dept.: 404
Judge: Hon. Robert Whalen

Petition Filed: November 15, 2023

1 **I. INTRODUCTION**

2 The Brown Act was adopted precisely to reject the kind of tactics Respondents have
3 deployed to frustrate transparency in local government. On the undisputed facts, Respondents
4 violated the Brown Act by holding secret Budget Committee meetings without posted agendas or
5 opportunity for public comment. Respondents did not properly deny the material facts in their
6 answer, nor have they objected to or contested any of the evidence submitted by Petitioners, which
7 is drawn from Respondents’ own records. Instead, Respondents merely dispute the legal
8 conclusion that they violated the Brown Act. Therefore, this motion is properly before the Court
9 for decision on whether to grant a writ of mandate preventing future violations and declaring that
10 Respondents held unlawful meetings of the Budget Committee in June 2023.

11 The Brown Act imposes no preconditions for prospective relief, which is amply justified
12 by undisputed evidence that Respondents repeatedly held secret Budget Committee meetings and
13 have consistently doubled down on their position that they did nothing wrong. For purposes of
14 Petitioners’ request to declare that the June 2023 Budget Committee meetings violated the Brown
15 Act, a timely cease and desist letter was sent on September 5, 2023.

16 On the merits, Respondents do not dispute that the Budget Committee met in secret year
17 after year to advise the City Council on budgetary matters. The Court must follow function over
18 form in deciding whether those meetings violated the Brown Act. In actual function, the Budget
19 Committee is a legislative body required to hold open and public meetings because it continually
20 operated as a standing committee with continuing jurisdiction to advise on budgetary matters.

21 Respondents cannot avoid the Brown Act by arguing the Budget Committee was only
22 advisory, because the Brown Act squarely applies to advisory bodies. Nor can the Budget
23 Committee be deemed “temporary” merely because annual budgets vary as revenues and expenses
24 fluctuate. A standing committee retains continuing jurisdiction over a subject such as budgets,
25 audits, or land use regardless of whether details or tasks within that subject vary from time to time.
26 Respondents’ position would make a mockery of the Brown Act by allowing local agencies to
27 conceal the meetings of standing committees merely by labeling those committees as “temporary”
28 or “ad hoc.” The Court should reject Respondents’ position and grant this motion.

1 **II. ARGUMENT**

2 **A. This Motion Is Procedurally Appropriate on Undisputed Facts.**

3 This motion to grant a writ of mandate is procedurally appropriate for two reasons: (1) the
4 pleadings present no factual issues because Respondents have effectively admitted the material
5 facts; and (2) in the alternative, the Court may decide the merits based on undisputed evidence
6 derived from Respondents’ own documents.

7 **1. The Pleadings Raise No Material Issues of Fact.**

8 “A petition for a writ of mandate is a special proceeding.” *Hand v. Board of Examiners*, 66
9 Cal. App. 3d 605, 615 (1977). If the petition “presents no triable issue of fact . . . the matter may
10 be determined by the court by noticed motion of any party for a judgment on the peremptory writ.”
11 Code Civ. Proc. § 1094. That is the case here.

12 Respondents do not dispute that they never held open Budget Committee meetings with
13 posted agendas or opportunity for public comment. Petition ¶¶ 10, 35, 39, 61; Answer ¶¶ 10, 35,
14 39, 61. By asserting insufficient information to admit or deny these allegations, which are well
15 within their knowledge, or by contesting only legal conclusions without disputing predicate facts,
16 Respondents admitted the material facts. *See Hardy v. Admiral Oil Co.*, 56 Cal. 2d 836, 841
17 (1961); *McConoughey v. Jackson*, 101 Cal. 265, 268 (1894); *Dobbins v. Hardister*, 242 Cal. App.
18 2d 787, 791–92 (1966); *Taylor v. Newton*, 117 Cal. App. 2d 752, 760 (1955).

19 Therefore, the pleadings raise no material issues of fact. In contending that the “Answer
20 denied that the Budget Committee described in the Petition was a single standing committee
21 existing since 2018,” Respondents dispute only the ultimate legal issue, not any predicate facts.
22 Resp’ts’ Opp. to Pet’rs’ Mot. for Judg. (“Opp.”) at 7:16–17. Accordingly, the Court may decide
23 “on the pleadings” whether to grant a “writ of mandate” because in effect “the return raises solely
24 questions of law.” *Cal. Standardbred Sires Stakes Com., Inc. v. Cal. Horse Racing Bd.*, 231 Cal.
25 App. 3d 751, 762 (1991).

26 Respondents cannot manufacture a factual issue by denying that the Budget Committee
27 “effectively” had “the final word on the City’s annual budget.” Opp. at 7:19. The Brown Act
28 covers advisory bodies regardless of whether their advice is followed. *See Dep’t of Fin. v.*

1 *Comm'n on State Mandates*, 30 Cal. 4th 727, 732 (2003); *Frazer v. Dixon Unified Sch. Dist.*, 18
2 Cal. App. 4th 781, 792 (1993). Allegations about the effect of the Budget Committee's advice are
3 surplusage that cannot create any material fact issues. *Thompson v. County of Fresno*, 59 Cal. 2d
4 686, 690 (1963); *Berman v. Bromberg*, 56 Cal. App. 4th 936, 945 (1997).

5 **2. The Court May Decide this Motion on the Undisputed Evidence.**

6 In the alternative, assuming Respondents properly denied material facts in their answer,
7 Petitioners "may controvert them by proof" presented at a hearing to decide whether to grant a
8 writ of mandate. *Lotus Car Ltd. v. Mun. Ct.*, 263 Cal. App. 2d 264, 268 (1968). That hearing can
9 be held on the papers without live testimony.

10 "In a law and motion, writ of mandate" matter, an "evidentiary hearing" requires no "oral
11 testimony" and may be decided on the papers when the facts are "adequately presented by the
12 declarations and other documents filed by the parties." *California Sch. Emps. Ass'n v. Del Norte*
13 *Cnty. Unified Sch. Dist.*, 2 Cal. App. 4th 1396, 1405 (1992); *see also DiRaffael v. California Army*
14 *Nat'l Guard*, 35 Cal. App. 5th 692, 717-18 (2019) (noting "trial court has the discretion to decide
15 a writ petition on declarations and other documents as opposed to oral testimony"); *Am. Fed'n of*
16 *State, Cnty. & Mun. Emps. v. Metro. Water Dist.*, 126 Cal. App. 4th 247, 263 (2005) (holding that
17 in deciding whether to issue writ of mandate, "the trial court did hold an evidentiary hearing . . .
18 based on the declarations and other documents filed by the parties" in which the "facts were
19 thoroughly presented").

20 Like those cases, this case is a petition for "traditional mandate" on undisputed material
21 facts, Opp. at 8:1, which this Court may decide on the papers. Petitioners proved the material facts
22 based on documents and evidence obtained from Respondents themselves, which Respondents
23 have neither objected to nor disputed. Therefore, even if Respondents sufficiently denied material
24 facts in their answer, Petitioners properly "filed a motion for an order granting a peremptory writ"
25 based on the papers. *California Sch. Emps. Ass'n*, 2 Cal. App. 4th at 1401. The motion presents
26 legal issues based on material facts undisputed by Respondents. The record demonstrates that
27 Respondents consistently held secret Budget Committee meetings for years. Respondents may
28

1 disagree with the legal conclusion that those meetings violated the Brown Act, but that is a matter
2 of law for the Court to decide, not a reason not to hear this motion.¹

3 It is immaterial that “Petitioners are also seeking declaratory and injunctive relief.” Opp. at
4 8:3–4. Both forms of relief are proper in a mandamus action. *Malott v. Summerland Sanitary Dist.*,
5 55 Cal. App. 5th 1102, 1109 (2020) (“Where the allegations of the mandamus petition are
6 sufficient, declaratory relief may be awarded in a mandamus action.”); *County of Del Norte v. City*
7 *of Crescent City*, 71 Cal. App. 4th 965, 973 (1999) (“A permanent injunction is an equitable
8 remedy . . . [that] is available in a mandamus proceeding and is appropriate to restrain action
9 which, if carried out, would be unlawful.”).

10 **B. The Evidence Justifies Prospective Relief Against Future Violations.**

11 The Brown Act imposes no preconditions to Petitioners’ claim for prospective relief to
12 prevent future violations. *Ctr. for Loc. Gov’t Accountability v. City of San Diego*, 247 Cal. App.
13 4th 1146, 1154–56 (2016). The evidence amply justifies such relief. Respondents do not dispute
14 that the Budget Committee met repeatedly in secret from 2018 to 2023, until shortly before this
15 action was filed. Respondents cannot avoid an injunction merely by contending that such meetings
16 may have ceased after the Petition was filed.

17 As the California Supreme Court held, and Respondents ignore, “the voluntary
18 discontinuance of alleged illegal practices does not remove the pending charges of illegality from
19 the sphere of judicial power or relieve the court of the duty of determining the validity of such
20 charges where by the mere volition of a party the challenged practices may be resumed.” *Marin*
21 *Cnty. Bd. of Realtors, Inc. v. Palsson*, 16 Cal. 3d 920, 929 (1976). In that case, the court decided
22 the validity of a challenged rule even though the rule had been “discontinued” while the case was
23 pending, because “there is no assurance that the board will not reenact it in the future.” *Id.*

24 The California Supreme Court’s decision controls this issue. Petitioners pleaded and
25 proved an undisputed pattern of secret Budget Committee meetings occurring over five years.

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27

28 ¹ Respondents cannot rely on *Western States Petroleum Ass’n v. Superior Ct.*, 9 Cal. 4th 559 (1995), which concerned specialized CEQA matters not at issue here.

1 Notwithstanding any assertion that such meetings may have ceased after the Petition was filed, the
2 Court retains authority to prevent future violations that may easily be resumed.

3 Indeed, Respondents’ position confirms why prospective relief is needed. In contending
4 that a “budget committee” was not “formed for the FY 25 budget” or “the present budget cycle,”
5 Opp. at 10:20–22, they merely recycle their position that the Budget Committee was “ad hoc” and
6 could be dissolved and reformed at will. Respondents took that position in their response to
7 Petitioners’ cease and desist letter, Petition ¶ 84 & Ex. V; Cappetta Decl. ¶ 15 & Ex. V, in their
8 motion for judgment on the pleadings, and in opposition to this motion. Instead of making an
9 “unconditional commitment” to refrain from holding secret Budget Committee meetings, Gov.
10 Code § 54960.2(c)(1), Respondents doubled down on the contention that they can evade the
11 Brown Act simply by labeling a recurring committee as a series of “temporary committees.”
12 Opp. at 19:16. In doing so, Respondents demonstrate why injunctive relief is appropriate. *Shapiro*
13 *v. San Diego City Council*, 96 Cal. App. 4th 904, 916 (2002) (holding “courts may presume that
14 municipality will continue similar practices in light of city attorney’s refusal to admit violation,”
15 and when past actions reflect an “ongoing procedure,” a “court could reasonably infer, in light of
16 the city attorney’s refusal to change that procedure, that there would be continuing or future
17 threatened Brown Act violations” sufficient to justify injunctive relief) (citations omitted);
18 *cf. UFW of Am. v. Dutra Farms*, 83 Cal. App. 4th 1146, 1164 (2000) (rejecting argument that
19 “injunctive relief was improper” on ground that committee “has been dissolved,” because “a ‘new’
20 committee . . . could easily appear”).

21 Respondents cannot evade this controlling precedent by contending that the Budget
22 Committee “is not required by law to be formed.” Opp. at 11:10. A requirement to form such a
23 committee might be relevant, but it is far from necessary to justify injunctive relief. All that is
24 necessary is that Respondents repeatedly held secret Budget Committee meetings and have
25 doubled down on their position that the meetings did not violate the Brown Act. In these
26 circumstances, prospective relief to prevent similar future violations is entirely appropriate.

27 Respondents’ position founders on the facts of *Shapiro*. In that case, the issue was whether
28 an injunction was appropriate to compel a city council “to comply with certain duties under the

1 Brown Act in closed session discussions with its real estate negotiators.” *Shapiro*, 96 Cal. App.
2 4th at 906. The Brown Act did not require the city council to hold such closed sessions. Gov. Code
3 § 54956.8 (“[A] legislative body of a local agency *may* hold a closed session with its negotiator
4 prior to the purchase, sale, exchange, or lease of real property by or for the local agency to grant
5 authority to its negotiator regarding the price and terms of payment for the purchase, sale,
6 exchange, or lease.”) (emphasis added). Although the council was not required to hold closed
7 sessions with its real estate negotiators, it chose to do so, and the manner in which it did,
8 combined with the city’s persistent defense of its legal position, showed that an injunction was
9 appropriate to prevent future violations. *Shapiro*, 96 Cal. App. 4th at 912–17.

10 Similarly, while Respondents may not be required to convene a committee to advise the
11 City Council on reconciling the final budget proposal and making mid-year budget adjustments,
12 they chose to do so. Having chosen to create such a committee, Respondents must hold its
13 meetings in compliance with the Brown Act. After holding Budget Committee meetings in secret
14 for years and vehemently asserting their right to do so, Respondents cannot credibly claim the
15 Court lacks power to enter a writ of mandate or injunction preventing future similar violations.

16 **C. The Cease and Desist Letter Was Timely as to Retrospective Relief.**

17 To seek retrospective relief “to determine the applicability” of the Brown Act “to past
18 actions of the legislative body,” the petitioner must send a “cease and desist letter . . . within nine
19 months of the alleged violation.” Gov. Code §§ 54960(a), 54960.2(a)(2). Petitioners met that
20 condition. On the undisputed facts, the Budget Committee held secret meetings in June 2023,
21 which Petitioners challenged by cease and desist letter sent on September 5, 2023, well within the
22 time limit. Petition ¶¶ 76–83 & Ex. U; Cappetta Decl. ¶ 14 & Ex. U.

23 While the record shows background facts before 2023 to establish the Budget Committee’s
24 creation and subsequent operation as a standing committee, for purposes of their claim for
25 retrospective relief Petitioners seek only a “declaration that the Budget Committee . . . held
26 meetings in violation of the Ralph M. Brown Act in or about June 2023.” Notice of Mot. & Mot.
27 for Judg. (“Motion”) at 2:11–12. Petitioners are not required to seek a declaration that earlier
28 meetings violated the Brown Act. Therefore, their cease and desist letter was timely. *Cf. Pugliese*

1 v. *Superior Ct.*, 146 Cal. App. 4th 1444, 1452 (2007) (“[W]here a tort involves a continuing
2 wrong, the statute of limitations does not begin to run until the date of the last injury or when the
3 tortious acts cease.”). If necessary, the Court must grant leave to amend the Petition to make extra
4 clear that the cease and desist letter pertains to the June 2023 violations, *see Mendoza v.*
5 *Continental Sales Co.*, 140 Cal. App. 4th 1395, 1402 (2006), but amendment is not required
6 because the record is clear that the letter was timely as to the June 2023 violations.

7 **D. In Actual Function, the Budget Committee Is a Legislative Body.**

8 The Brown Act is clear that “advisory committees” are “legislative bodies” that must hold
9 open meetings when they are “standing committees of a legislative body, irrespective of their
10 composition, which have a continuing subject matter jurisdiction.” Gov. Code § 54952(b).
11 Respondents do not dispute that the Budget Committee was created by the City Council in 2018
12 and continued to meet year after year to advise the City Council on budgetary matters.
13 For example, Respondents admit that during the “budget reconciliation process . . . in past years,”
14 the “‘Council’s Budget Subcommittee’ would work with the Mayor’s Office to make
15 recommendations to the Council in order to balance a budget.” Opp. at 14:12–14. Even if the
16 Budget Committee was not intended to be “permanent” at its inception and its ostensible initial
17 purpose “was fulfilled in 2018,” it became a “standing committee” when it continued to advise on
18 budgetary matters year after year. Opp. at 15:24, 16:2. On the undisputed facts, the Budget
19 Committee is a legislative body under the Brown Act because it has continually operated as a
20 standing committee with jurisdiction over budget advice.²

21 If the Budget Committee never “acted in a manner other than advisory,” Opp. at 13:13, it
22 remains an advisory body subject to the Brown Act. *Dep’t of Fin*, 30 Cal. 4th at 732; *Frazer*, 18

23 _____
24 ² In noting that “members of the Budget Committee maintain their positions until the Council
25 approves new appointments,” which “typically occurs months after the budget passes,” Motion at
26 16:8–9, Petitioners referred to the fact that a committee’s membership may change over time, like
27 that of a city council. The committee or council remains a legislative body regardless of
28 membership turnover. Although Fresno Municipal Code section 2-316 provides, “All special
committees shall be appointed by the presiding officer, unless otherwise directed by the Council,”
that goes to membership of a committee, not its creation or operation. In any event, the City
Council both created the Budget Committee and approved changes to its membership. Cappetta
Decl. ¶¶ 2–8 & Ex. A–G; Hyde Decl. ¶¶ 5, 7 & Ex. AA at 2–3, Ex. CC at 3.

1 Cal. App. 4th at 792. Although the Mayor proposes the budget, the City Council approves it, and
2 the Mayor may veto it, the Budget Committee retains subject matter jurisdiction to advise on
3 budgets. A standing committee’s “continuing subject matter jurisdiction” may be entirely
4 “advisory” and need not be “decisionmaking.” Gov. Code § 54952(b); *see also* 79 Ops. Cal. Atty.
5 Gen. 69, 73 (1996) (noting it is “irrelevant” that a committee “is advisory rather than decision
6 making”). Therefore, Petitioners need not prove that the Budget Committee was a “*de facto*
7 decision maker” or “had the ‘near-final word’ on a budget.” Opp. at 14:19, 15:12. If “a party has
8 alleged more than is required,” that “does not obligate him to prove more than is essential.”
9 *Berman*, 56 Cal. App. 4th at 945 (quoting *Thompson*, 59 Cal. 2d at 690).

10 The Budget Committee remains a legislative body under the Brown Act regardless of
11 whether Fresno’s charter provides for a “Strong Mayor” system or a “Council-Manager”
12 government. Opp. at 13:27–28. The Brown Act controls all cities, charter or otherwise. *San Diego*
13 *Union v. City Council*, 146 Cal. App. 3d 947, 958 (1983). If a standing committee provides advice
14 on budgets or any other subject matter year after year, it is a legislative body covered by the
15 Brown Act regardless of the form of local government.

16 Respondents cannot escape the Attorney General’s opinion on standing committees by
17 contending it is not “case authority.” Opp. at 17:28. If there is no case directly on point, that is
18 because Respondents’ position is so obviously wrong that no previous litigation was necessary to
19 refute it. The Attorney General’s opinion is the leading authority on point and entitled to great
20 weight. *Californians Aware v. Joint Lab./Mgmt. Benefits Comm.*, 200 Cal. App. 4th 972, 980
21 (2011). Respondents do not dispute its basic premises and offer no credible reason why its sound
22 analysis does not apply to this case.

23 As the Attorney General explained, courts must “follow function over form in carrying out
24 the Legislature’s purposes” of ensuring transparency and preventing agencies from evading the
25 Brown Act with mere subterfuge or disclaimers. 79 Ops. Cal. Atty. Gen. at 73. Indeed, the Brown
26 Act was adopted because of “local government’s dismissive attitude to open meeting requirements
27 and the tactics adopted to avoid them,” such as “simply labelling” meetings “with other names.”
28 Cal. Att’y Gen., No. 22-402, 2024 CAL. AG LEXIS 1, *8–9 (Feb. 29, 2024) (citation omitted).

1 The undisputed facts show that the Budget Committee met on a recurring basis to address
2 budgetary matters. In Respondents’ words, the Committee met “to advise on certain aspects of an
3 annual budget.” Opp. at 18:19. Respondents admit the budget process occurs “annually,” *id.* at
4 18:21, and they do not dispute that the Budget Committee has advised the City Council year after
5 year as part of that process. When the Budget Committee “addressed specific items as requested”
6 during each “particular budget cycle” from 2018 onward, it operated as a standing committee. *Id.*
7 at 17:1. Therefore, in actual function, the Budget Committee is a legislative body because it is a
8 standing committee with continuing jurisdiction over “subjects of a particular class” year after
9 year, not “an ad hoc committee charged with accomplishing a specific task in a short period of
10 time.” 79 Ops. Cal. Atty. Gen. at 72–73.

11 Petitioners have already explained why *Taxpayers for Livable Cmty. v. City of Malibu*,
12 126 Cal. App. 4th 1123 (2005) does not support Respondents’ position. Motion at 17:11–28. That
13 case confirmed that “the Brown Act applies to standing committees” and held on different facts
14 that the committee at issue was “a ‘limited term ad hoc committee’ charged with accomplishing a
15 specific task in a short period of time.” *City of Malibu*, 126 Cal. App. 4th at 1127, 1129. On the
16 undisputed facts of this case, the Budget Committee is a standing committee because it performs
17 similar tasks year after year.

18 Respondents cannot prevail by contending the Budget Committee is not “enduring because
19 every budget has a deadline for its adoption every year” or “each fiscal year has a different City
20 budget” and thus somehow the “committee would dissolve when the budget process ended.” Opp.
21 at 16:6, 16:21, 18:23–24. That position contravenes the Brown Act. In any event, the Budget
22 Committee did more than advise the City Council before the annual budget deadline. Respondents
23 admit the Committee also advised the Council on whether “to amend or supplement the budget
24 after its adoption.” Opp. at 17:22–23. The facts show that the Budget Committee operated
25 continuously before and after the annual deadline to approve a budget.³

26
27 ³ In alleging the “ad-hoc nature” of the Budget Committee and asserting it “would dissolve when
28 the budget process ended,” Opp. at 16:20–21, the City Attorney was merely restating
Respondents’ legal contention, not disputing any material facts.

1 In actual function, therefore, the Budget Committee operated year after year to advise on
2 the budget. The existence of an annual budget deadline or variations in different budgets cannot
3 prevent a ruling that the Budget Committee is a standing committee with continuing jurisdiction
4 over budget advice. Each annual budget—or audit, for example—might vary in its details as
5 revenues and expenses fluctuate, but a committee that advises on budgets or audits year after year
6 remains a standing committee with continuing jurisdiction over the same subject “matter presented
7 for [its] consideration.” 79 Ops. Cal. Atty. Gen. at 72.

8 Respondents’ argument makes a mockery of the Brown Act. If agencies could avoid the
9 Brown Act simply by labeling standing committees as “temporary” because they address annually
10 recurring tasks within a single subject matter, then no such committee would be subject to the
11 Brown Act. The Court should reject Respondents’ invitation “to structure deliberative bodies for
12 the purpose of circumventing the public’s right of participation.” Cal. Att’y Gen., No. 22-402,
13 2024 CAL. AG LEXIS 1, at *13 (citation omitted).

14 To qualify as a legislative body, the Budget Committee need not meet “monthly” or
15 “regularly” on a fixed schedule. Opp. at 18:27, 19:15. A standing committee is a legislative body
16 if it has “a continuing subject matter jurisdiction, *or* a meeting schedule fixed by charter,
17 ordinance, resolution, or formal action of a legislative body.” Gov. Code § 54952(b) (emphasis
18 added). Therefore, a standing committee may meet “at random intervals.” Opp. at 17:16.
19 Regardless of its schedule, the Budget Committee remains a legislative body under the Brown Act
20 because it exercises continuing subject matter jurisdiction over advising on the budget.

21 III. CONCLUSION

22 For the foregoing reasons, Petitioners respectfully request that the Court grant this motion,
23 enter declaratory judgment that Respondents violated the Brown Act by holding secret meetings of
24 the Budget Committee in June 2023, and issue a writ of mandate compelling Respondents to
25 conduct all future meetings of the Budget Committee in accordance with the Brown Act.
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Dated: August 21, 2024


Respectfully submitted,

FIRST AMENDMENT COALITION

By  _____
DAVID LOY
ANN CAPPETTA
Attorneys for Petitioner
FIRST AMENDMENT COALITION

Dated: August 21, 2024

AMERICAN CIVIL LIBERTIES UNION
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF MARIN

At the time of service, I was over 18 years of age and **not a party to this action**. I am employed in the County of Marin, State of California. My business address is 534 4th Street, Suite B, San Rafael, CA 94901-3334.

On August 21, 2024, I served true copies of the following document(s) described as **PETITIONERS' REPLY IN SUPPORT OF MOTION FOR JUDGMENT** on the interested parties in this action as follows:

Andrew N. Janz
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BY E-MAIL OR ELECTRONIC TRANSMISSION: Based on an agreement of the parties to accept service by e-mail or electronic transmission I caused a copy of the document(s) to be sent from e-mail address rregnier@firstamendmentcoalition.org to the persons at the e-mail addresses listed in the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on August 21, 2024, at East Palo Alto, California.



Robin P. Regnier