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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

ALIANZA TRANSLATINX; C.A., a minor by and through his Guardian ad Litem, E.S.; H.P., a minor, by and through her Guardian ad Litem C.W.; and ERIN SPIVEY, as taxpayer,

Petitioners and Plaintiffs,

v.

CITY OF HUNTINGTON BEACH, a municipal corporation; HUNTINGTON BEACH CITY COUNCIL, as the governing body of the Huntington Beach Public Library; ASHLEY WYSOCKI, in her official capacity as the Director of Community and Library Services for Huntington Beach; and DOES 1-50, inclusive,

Respondents and Defendants.

Case No. 30-2025-01462835-CU-WM-CJC
[UNLIMITED CIVIL CASE]

REPLY IN SUPPORT OF PETITION FOR WRIT OF MANDATE

Judge: The Honorable Lindsey Martinez
Dept.: C24
Hearing Date: August 22, 2025
Time: 10:00 a.m. PDT

Action Filed: February 26, 2025

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I. Introduction

Petitioners' Opening Brief established that writ relief is necessary because the City's current policies conflict with its mandatory ministerial duty to comply with the Freedom to Read Act. Instead of asserting its compliance with that law—or addressing the merits of the arguments and cases Petitioners cite—the City's Opposition raises several unsupported arguments.[1] (Opposition ("Opp.") at 13-16.) *First*, the City argues that Resolution No. 2023-41 ("Resolution") has no legal effect, but this argument is directly contradicted by (1) express language in the City's Charter that authorizes it to act by resolution, and (2) case law, including the City's own citations. *Second*, the City argues that the June 10, 2025 special election—which expressly repealed Ordinance No. 4318 and eliminated the Community Parent-Guardian Review Board ("Review Board")—impliedly repealed the Resolution. But the Resolution requires the City to violate state law in ways not affected by the initiative. The City fails to meet the high bar for invoking the doctrine of implied repeal, and its other arguments, that Petitioners lack standing and the Freedom to Read Act is unconstitutional (*id.* at 11-12, 16-18), also lack legal support.[2]

Without this Court's intervention, the City will continue to shirk its obligations under the Freedom to Read Act. If the City truly believes that the Resolution has no continuing legal effect and truly intends to comply with its obligations under state law, one would expect the City to spare the Court the effort and expense of adjudicating this petition by repealing the Resolution, or offering to stipulate that it is entirely void, or to an order requiring it to comply with the Act. The City has not done any of that. Instead, it has elected to dig in and fight bitterly over what it protests is a non-issue.

II. Argument

A. The Resolution Has Legal Effect and Can Be Challenged by Writ

The City's claim that the Resolution is a mere "statement of opinion" with "no legal force or effect"

[1] The City's Opposition is peppered with ad hominem attacks against Petitioners that misrepresent their pleadings and briefing—all of which this Court can disregard. (Compare *id.* at 7 ["[T]here is a line of truth one must not cross, and Plaintiffs have repeatedly crossed and recrossed that line. . . ."], 9 ["Plaintiffs have furnished this Court with not one jot of evidence indicating that the City has enforced the Resolution"] with ROA No. 002 [Verified Petition for Writ of Mandate] ¶¶ 39-49 [allegations in section of Writ Petition and Complaint entitled, "Huntington Beach Begins Implementing Resolution 2023-41"].)

[2] The City argues the Demurrer should be heard before the Writ Petition, but this argument is mistaken. (Compare Opp. at 11 [listing the Demurrer hearing date as September 29, 2025] with ROA No. 067 [Minute Order setting Demurrer for same hearing date as Writ Petition, August 22, 2025].) As Petitioners will establish in their forthcoming Opposition to Demurrer, the Demurrer should be overruled.

(Opp. at 7, 14) misrepresents the City's own Charter and case law. The relevant question here is whether the City could act by resolution to set the library policy at issue.[3] It could and it did. (Pet. ¶¶ 39-49.) The City offers no authority that its council is prohibited from setting library policies by resolution. Rather, the City Charter expressly *confirms* the council's broad authority to act by resolution: "**The City Council may act by resolution or minute order in all actions not required by this Charter to be taken by ordinance**." (H.B. Charter, § 502.) The City regularly acts through resolution, including to oversee the special election in this case. The City verified there were enough valid signatures to hold the June 10 special election[4] and certified the results via resolution.[5] The City Charter permits the use of resolutions in many areas of City management, including binding the City to contracts (*id.* at § 613, subd. (a)) and setting the bond terms and amounts required of bonded employees and officials (*id.* at § 308). Absent authority prohibiting the use of a resolution here—which the City has not provided, and Petitioners have not found—the City Council was authorized to act via resolution and the Resolution has legal effect.

The City's cited authority supports the general rule that cities may act by resolution absent an express prohibition. In *San Diego City Firefighters, Local 145 v. Bd. of Admin. of San Diego City Emples. Ret. Sys.* (2012) 206 Cal.App.4th 594 (*San Diego City Firefighters*) the San Diego City Council established a retirement program by resolution. (*Id*. at 601.) But the San Diego charter required the City Council to establish the retirement system "by ordinance." (*Id.* at 607.) The court found the resolution void because it did not comport with the city's charter requirements. (*Id.* at 608-609.) It was only because San Diego's charter *required* the use of an ordinance that the resolution was invalid. (*Id*.) *City of Sausalito v. County of Marin* is similarly inapposite, as it involved the invalidation of a resolution because the county charter and state law required action by ordinance. ((1970) 12 Cal.App.3d 550, 565-566.)[6]

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[3] Petitioners agree that action by resolution can be prohibited by statute or charter provision. (*Pinewood Investors v. City of Oxnard* (1982) 133 Cal.App.3d 1030, 1038 ["[W]here a statute requires that a matter be adopted by ordinance, adoption by resolution renders the enactment invalid. [Citation]"]; *San Diego City Firefighters*, *supra*, 206 Cal.App.4th at pp.608-609 [if a city's charter requires the use of an ordinance, a resolution will not suffice].) Unless there is such a prohibition, resolutions *do* have the force of law. (*Dimon v. County of Los Angeles* (2008) 166 Cal.App.4th 1276, 1286-1287 [rejecting plaintiff's argument that County could act only via ordinance when county charter allowed action by resolution; affirming efficacy of resolution].)

[4] City of Huntington Beach Resolution No. 2025-04, http://bit.ly/3TZ2H6r.

[5] City of Huntington Beach Resolution No. 2025-49, http://bit.ly/44NlyaU.

[6] The City also relies on *City of Brentwood v. Department of Finance* (2020) 54 Cal.App.5th 418, which

Finally, the City understood the Resolution to have legal effect and acted accordingly. *Months before* the City passed the Review Board ordinance, the City (1) declared it had "formed the Community/Parent Guardian Review Board by Minute Action" (Pet. ¶ 39); (2) solicited applications for appointment to four-year terms on that board (*ibid.*); (3) defined "sexual content" according to a Wikipedia article (*id*. ¶ 40); (4) instructed library staff to remove any materials from the children's section of the Central Library that fit the Wikipedia definition (*ibid.*); (5) instructed library staff to remove library materials from the children's section that have images of uncovered body parts that would otherwise be covered by a bathing suit (*id*. ¶ 42); (6) removed books from the children's section of the Central Library on the first floor and relocated them to a restricted adult section on the fourth floor (*id*. ¶ 43);[7] (7) issued a list of books that had been relocated pursuant to the Resolution (*id*. ¶ 44); (8) posted signs on the fourth floor indicating the books in that section were "Youth Restricted Books. . . ." (*id*. ¶ 48); and (9) issued a second, updated relocated books list (*id*. ¶ 49).

Given the Charter's expansive resolution authority, the City's claims that it "does not have a provision allowing . . . for resolutions to have the force of law. . . ." and that the Resolution was not codified (Opp. at 10) are puzzling red herrings. The City's actions above are fatal to its claim that resolutions have no legal effect. Indeed, the City's repeated argument that moving books and requiring parental consent does not constitute "censorship" or "banning books" (see, e.g., Opp. at 7, 8, 14) demonstrates Petitioners' need for relief.[8]

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is not relevant here. That case considered whether an oversight board could import the terms of subsequent public improvement agreements (PIAs) into findings resolutions enacted years earlier. (*Id.* at 423 ["Ratification cannot import the terms of the PIA's (sic) into the . . . findings resolutions"].) As such, it had nothing to do with whether the municipality could act by resolution in the first instance. (*Ibid*.)

[7] The books that City officials removed included books on general science and health education, children's picture books, and books containing parenting advice. (Pet. ¶¶ 45-47.)

[8] The City is careful never to deny that books have been moved. (Vigliotta Decl. ¶ 5 ["[N]o steps were taken to restrict a minor child's access to any books *pursuant to the Ordinance*"] [emphasis added]; ¶ 9 ["[T]he City has not expended any *measurable* public funds enforcing the Resolution"] [emphasis added].) Though the City claims it did not "restrict access to such material with respect to children" (*id.* ¶ 3), it makes this assertion in support of its *legal* argument that moving books and requiring parental consent does not "ban" books and is not a restriction or censorship. (Opp. at 7.) The City's attempt to portray its actions as benign fails given state law requirements. (Ed. Code, § 19802, subd. (b)(1)-(2) [prohibiting restrictions on access].)

B. The Resolution Has Not Been Repealed by Implication

The City argues the Resolution has been repealed by implication because section 2.30.090 will be added to the municipal code and Ordinance No. 4318 was expressly repealed by Measure A. (Opp. at 14-16.)[9] But the City fails to satisfy the high bar to invoke the doctrine of implied repeal. (*Id*. [reciting legal standard and concluding, without legal analysis or supporting citations, the Resolution was impliedly repealed].) "[T]he law shuns repeal by implication and, if possible, [the] court[] must maintain the integrity of both" the Resolution and section 2.30.090. (*Chatsky and Associates v. Superior Court* (2004) 117 Cal.App.4th 873, 876-877.) California courts recognize a "'presumption against repeals by implication.'" (*Prof'l Eng'rs in California Gov't v. Kempton* (2007) 40 Cal.4th 1016, 1038 [citing *Hays v. Wood* (1979) 25 Cal.3d 772, 784—declining to find an implied repeal].)[10] Implied repeal may be found only when (1) two potentially conflicting provisions "cannot be harmonized and are irreconcilable, clearly repugnant, and so inconsistent that the two cannot have concurrent operation" or (2) "the later provision gives 'undebatable evidence of an intent to supersede the earlier' provision." (*Chatsky*, *supra*, 117 Cal.App.4th at 877, citations omitted.)[11]

The City cannot satisfy the conflict test because the Resolution and section 2.30.090 *can* concurrently operate, for three main reasons: (1) the Resolution focuses on sexual content, while 2.30.090 focuses on the viewpoint or topic of the book; (2) 2.30.090 is forward-looking and does not discuss or repeal prior policies; and (3) the Resolution addresses both procurement of new material and treatment of material within the collection, while 2.30.090 only focuses on the acquisition of new materials. Likewise, the City cannot satisfy the undebatable evidence test because it has not pointed to any evidence, let alone "undebatable evidence," demonstrating the electorate intended to supersede or repeal the Resolution.

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[9] The City does not argue that Ordinance No. 4318 repealed the Resolution, nor could it. (Opp. at 8, 10 [arguing Ordinance No. 4318 "subsumed"—but did not *repeal*—the Resolution].) The Resolution called for, among other things, the establishment of a Review Board, which the Ordinance No. 4318 *effectuated*. (Petitioners' Opening Brief [ROA No. 081] ["POB"] at 10.) Section 2 of the Resolution, which called for the Review Board, expressly stated: "This section does not modify the requirement of Section 1 of the Resolution that any book containing sexual content be placed in the adult section and require parental or guardian consent for children to access." (Resolution ¶ 2.e.) Therefore, Ordinance No. 4318 cannot be read to have impliedly repealed the Resolution.

[11] For clarity, Petitioners refer to the first prong as the "conflict test" and the second prong as the "undebatable evidence test."

(*Hays,* 25 Cal.3d at 784) Application of the City's cited authority to this case demonstrates the Resolution has not been impliedly repealed.

Resolution section 1 states that "No City Library or other City facility shall allow children ready access" to library materials that may contain sexual content; those materials shall be placed in the adult section and minors must obtain parental consent to access them. (Resolution ¶ 1a-b.) Conversely, section 2.30.090 does not contain *any* reference to "sexual content." Specifically, the relevant portion states:

> (B) Library materials *shall not be excluded from the library collection* because of the *origin*, *background*, or *views* of those contributing to the creation of the materials, or because of the *topic addressed* by the materials or the *views expressed* in the materials.

(*Id.* at subd. (B), emphasis added.)[12] This silence on the question of whether libraries can restrict minors' access to materials containing "sexual content" means section 2.30.090 is not a revision of the "entire subject" such that "the court may say it was intended to be a substitute for" the Resolution, which is the only way that it could "repeal or supersede" the Resolution. (*Prof'l Eng'rs, supra*, 40 Cal.4th at 1038, citation omitted.) Subsection (B) also imposes several requirements on the adoption of *future* City library policies—without commenting on how this will impact the status of *current* library policies, such as the Resolution. Finally, Subsection (B) addresses only the *exclusion* of library materials *from the collection* (whereas Resolution section 1 concerns how materials *within the collection* can be treated). As such, City facilities are still required to segregate books and obtain parental consent under the Resolution, and the City can do so without running afoul of section 2.30.090. This violates the Freedom to Read Act, resulting in a de facto book ban for minors who are unable to secure parental consent. (Petitioners' Opening Brief [ROA No. 081] ["POB"] at 13-17.)

The same is true for section 2 of the Resolution. Because Huntington Beach voters repealed Ordinance No. 4318—but not the Resolution—the remaining operative portions of the Resolution can be interpreted as banning any City facilities from procuring any materials intended for children that may

[12] The rest of 2.30.090 likewise does not affect the Resolution. Subsection (A) has no operative effect. Subsection (C) merely suggests that materials "should"—but not *shall*—be provided for the "enlightenment of *all* people," and subsection (D) provides that the public has a right to receive access to "a range" of ideas and experiences, without any further description. None of these subsections prevent the City from restricting minors' access to library materials that may contain sexual content or otherwise violating the Freedom to Read Act.

contain any sexual content (until a review board is reconstituted by vote of the people). (POB at 17-18.) Section 2.30.090, subsection (B) is the only new provision that potentially interacts with Resolution section 2—but it does not include any reference to how "sexual content" should be treated. For example, the dystopic novel *1984* contains some sexual content—but the primary focus of the novel (i.e., the topic or views expressed) concerns the dangers of authoritarianism, propaganda, and state control. The City could interpret Resolution section 2—without running afoul of section 2.30.090—as blocking procurement of new copies of *1984* based on sexual content. Such an absurd result, which is inconsistent with the Freedom to Read Act, is only possible because neither Measure A nor section 2.30.090 account for the Resolution.

Finally, the City has not attempted to make a showing under the undebatable evidence test because it cannot. The City did not conduct any of the legal analysis under *Professional Engineers* for either section of the Resolution, and therefore this Court should not make an implied repeal finding. (Opp. at 15 [reciting legal standard and concluding—without any comparative analysis of the different provisions in Resolution and section 2.30.090—that the Resolution "has effectively been repealed by implication, and which has been fully replaced by a new ordinance that fully occupies the field of accessibility to library materials"].) In *Professional Engineers*, the court pointed to ample "undebatable evidence" of an intent to supersede the prior statutory provisions, looking to the plain language of the initiative's statement of intention and the statutory language added by the initiative. (40 Cal.4th 1016 at 1039-1040 citation omitted.) Here, neither Measure A nor section 2.30.090, added pursuant to Measure A, refers to the Resolution or addresses any of its provisions restricting minors' access to materials with "sexual content." Neither Measure A[13] nor section 2.30.090 mentions the Resolution at all.[14] The clear intent behind Measure A was to repeal Ordinance No. 4318 and eliminate the Review Board established under that ordinance.[15] The City fails to point to any language supporting a finding of implied repeal.

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[13] See Ex. C, Vigliotta Decl.; Ballot Measure A, pp. 1-2, https://shorturl.at/YsTf4. Indeed, the official ballot title and summary prepared by the City Attorney did not discuss the Resolution. (See Ballot Title and Summary, https://bit.ly/4f52zMx; see also City of Huntington Beach Resolution No. 2025-04, http://bit.ly/3TZ2H6r.)

[14] See Ex. C, Vigliotta Decl. As of this brief's filing date, Section 2.30.090 has yet to appear in the municipal code located on the City's website. (See Huntington Beach Mun. Code, Ch. 2.30, http://bit.ly/4lNaWPi.)

[15] See Ballot Measure A, pp. 1-2, https://shorturl.at/YsTf4.

C. Writ Relief Must Issue to Prevent Further Abuses of Power by the City

Petitioners have demonstrated that Huntington Beach enacted a censorship scheme that violates the Freedom to Read Act. (POB at 13-17.) Instead of asserting its compliance with state law, the City offers a carefully parsed declaration that never denies the relevant facts and makes conclusory legal arguments that outright ignore—or misrepresent—guiding case law. Petitioners have shown that the Resolution's policies violate the requirements of the Freedom to Read Act on their face. (*Id*.) They also showed the City has a ministerial duty to comply with the Act, which prohibits library jurisdictions from restricting access to books containing non-obscene sexual content or based solely on library patrons' age. (*Id*. at 13.) The City concedes that the Resolution does just that. (Vigliotta Decl. ¶ 3 [admitting the Resolution's text requires moving books to adult section and parental consent for minors to access them].) Application of the City's own authority demonstrates both that the Resolution was not repealed by implication and that it operates concurrently with section 2.30.090 of the municipal code. (*ante* Pt. B.) The new section also does not prohibit the City from enforcing the Resolution. (*Id*.) And nothing in section 2.30.090 expressly compels compliance with the Freedom to Read Act's requirements. Petitioners have shown their entitlement to writ relief, and the City's repeated insistence that it can require parental consent to access certain materials (Opp. at 7, 8, 9, 11, 13) underscores Petitioners' urgent need for relief. The City will continue to evade its obligations under the law until this Court compels the City's compliance with *all* its mandatory, ministerial duties under the Freedom to Read Act.[16]

D. The Freedom to Read Act Does Not Abridge Parental Rights

The City argues the Freedom to Read Act is unconstitutional if it "abridges parental rights to restrict material to which their children are exposed." (Opp. at 16-18.) This argument is unsupported by legal authority.[17] *First*, the Freedom to Read Act does not abridge parental rights. The Act plainly prohibits

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[16] The City's repeated argument that moving books and requiring parental consent does not constitute "censorship" or "banning books" (see, e.g., Opp. at 7, 8 13) was directly rejected by the Legislature, which found the City's actions constituted both. (See Sen. Com. on Judiciary, Analysis of Assem. Bill No. 1825 (2023-2024 Reg. Sess.) as amended June 18, 2024, p. 7-8; Sen. Rules Com., Off. of Sen. Floor Analyses, 3d reading analysis of Assem. Bill No. 1825 (2023-2024 Reg. Sess.) as amended Aug. 22, 2024, p. 6, http://bit.ly/3ISdRYi.)

[17] The City cannot raise this affirmative defense for the first time now; the issue is waived. (*Greene v. Healthcare Services* (2021) 68 Cal.App.5th 407 [citing *Quigley v. Garden Valley Fire Protection Dist.* (2019) 7 Cal.5th 798, 807 (objections deemed waived if not raised in demurrer or answer)]; Code Civ. Proc., § 430.80 [same].)

library jurisdictions—not parents—from restricting access to library materials solely because they contain sexual content. This provision is qualified by an obscenity exception under United States Supreme Court precedent. (POB at 8-9, 14-15 [summarizing the Act's key provisions].) Parents remain free to stop their children from using the library or reading certain books. The Freedom to Read Act controls the behavior of government officials, not parents. There is nothing unconstitutional about this provision; indeed, the Legislature found and declared that the Act was necessary to protect important constitutional rights, including the "country's commitment to freedom of expression and the right to receive information." (*Id.* at 9 [citing Ed. Code, § 19801, subd. (a)-(f)].)

Second, the City can neither stand in the shoes of parents and assert their constitutional right to the care, custody, and control of their children, nor dictate for the community what books are available on public library shelves in violation of state law. For support, the City relies on several readily distinguishable family law and juvenile court cases that offer no guidance here. (See Opp. at 16-17 [citing *Troxel v. Granville* (2000) 530 U.S. 57, 60-61 (paternal grandparents' petition for child visitation following death of the children's father); *In re Antonio R.* (2000) 78 Cal.App.4th 937, 939 (affirming juvenile court probation order requiring a minor to stay out of LA County unless with a parent or probation officer's permission); *In re Frank V.* (1991) 233 Cal.App.3d 1232, 1236-1237 (affirming juvenile court judgment declaring minor a ward of the court)].) The City also relies on *Mahmoud v. Taylor* (June 27, 2025, No. 24-297) 606 U.S. ___ [145 S.Ct. 2332], which concerned whether parents' religious exercise was unconstitutionally burdened by a school board's introduction of LGBTQ+ inclusive storybooks into the curriculum, without notice to parents or the opportunity to "opt-out." (Opp. at 17.) But *Mahmoud* is readily distinguishable because this case involves the City's policy restricting access to library materials, "books that by their nature are optional rather than required reading." (*Bd. of Educ., Island Trees Union Free Sch. Dist. No. 26 v. Pico* (1982) 457 U.S. 853, 862; see also *id.* at 869 [recognizing a clear distinction between "the compulsory environment of the classroom" and "the regime of voluntary inquiry that . . . holds sway" in the library].)[18] Importantly, *Mahmoud* is cabined to the use of books in mandatory

[18] This case is more akin to *Pico* than *Mahmoud.* In *Pico*, the United States Supreme Court held in a plurality opinion that "local school boards may not remove books from school libraries because they dislike the ideas contained in those books and seek by their removal to prescribe what shall be orthodox in politics, nationalism, religion, or other matters of opinion." (457 U.S. 853, 872, citation modified.) "The

instructional settings and says nothing about "books being on the shelf or available in the library." (*Mahmoud v. Taylor, supra.* 145 S.Ct. at 2397, fn. 11 [Injunction "should not be read to prohibit . . . placing [] books . . . in libraries"] (dis. opn. of Sotomayor, J.).)

E. Petitioners Have Standing

The City argues that Petitioners do not have standing because Petitioners (1) did not allege "that any child was ever denied access to any books" and (2) have a "mere policy" disagreement with the City.[19] (Opp. at 11-12.) But here, Petitioners may establish standing by showing either a beneficial interest in the litigation or public interest standing. (Code Civ. Proc., § 1085.) Beneficial interest standing exists when there is some "special interest to be served or some particular right to be preserved or protected over and above the interest held in common with the public at large." (*Save the Plastic Bag Coalition v. City of Manhattan Beach* (2011) 52 Cal.4th 155, 165-166.) Petitioners meet this test: They are directly and substantially affected by the Resolution. (POB at 18-20 [discussing Petitioners' verified beneficial interest fact allegations]; Pet. ¶¶ 13-16.) Petitioners include minors who regularly use the City's library services and now confront facial restrictions on their access to protected materials, a nonprofit whose staff and members rely on the library to serve a vulnerable community, and a local taxpayer and former library manager with a vested interest in the lawful and inclusive operation of the City's library system. (*Id*.) These interests go well beyond a generalized concern and are sufficient to meet the beneficial interest standard for writ relief.

Petitioners also meet the requirements for public interest standing, which exists when a writ seeks to enforce a public duty and, as such, does not require a legal or special interest. (*Save the Plastic Bag,* 52 Cal.4th at 165-166). Contrary to the City's assertion, case law does not require a concrete injury to establish public interest standing: "it is sufficient that he is interested as a citizen in having the laws executed and the duty in question enforced." (*Id*. at 166 [finding corporations can assert public interest

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principles set forth in *Pico*—a school library case—have even greater force when applied to public libraries." (*Sund v. City of Wichita Falls. Tex*. (N.D. Tex. 2000) 121 F. Supp. 2d 530, 548 [enjoining enforcement of city's resolution that allowed library members to censor children's books by relocating books from children's area to adult section].)

[19] Petitioners address the City's erroneous contention they do not meet the test for taxpayer standing (Opp. at 11-12) in their forthcoming Demurrer Opposition. Petitioners sufficiently allege facts supporting their taxpayer standing for their complaint causes of action. Taxpayer standing also supports Petitioner's beneficial interest standing for writ relief. (*Lindelli v. Town of San Anselmo* (2003) 111 Cal.App.4th 1099, 1107 (beneficial interest standing satisfied where plaintiff had "standing as a taxpayer"].)

standing since the important criteria is "that the action is undertaken to further the public interest and is not limited to the plaintiff's private concerns"].) Here, Petitioners seek writ relief "to enforce the public duties imposed upon public officials by the Freedom to Read Act." (POB at 20.) As such, they also have met their burden for public interest standing.

III. Conclusion

Censorship is a real and growing threat in California and across the nation; fortunately, state law protects the rights Petitioners assert here. For the reasons stated herein and in the POB, Petitioners respectfully request this Court enter judgment on Petitioners' First Cause of Action, direct the Clerk to issue the [Proposed] Writ of Mandate, and order the relief contained therein.

Dated: August 1, 2025

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

ALIANZA TRANSLATINX; C.A., a minor by and through his Guardian ad Litem, E.S.; H.P., a minor, by and through her Guardian ad Litem C.W.; and ERIN SPIVEY, as taxpayer,

Petitioners and Plaintiffs,

v.

CITY OF HUNTINGTON BEACH, a municipal corporation; HUNTINGTON BEACH CITY COUNCIL, as the governing body of the Huntington Beach Public Library; ASHLEY WYSOCKI, in her official capacity as the Director of Community and Library Services for Huntington Beach; and DOES 1-50, inclusive,

Respondents and Defendants.

Case No. 30-2025-01462835-CU-WM-CJC
[UNLIMITED CIVIL CASE]

PROOF OF SERVICE

Judge: The Honorable Lindsey Martinez
Dept.: C24

Action Filed: February 26, 2025

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PROOF OF SERVICE

I am a citizen of the United States and resident of the State of California. I am employed in Los Angeles, State of California, in the office of a member of the bar of this Court, at whose direction the service was made. I am over the age of eighteen years and not a party to the within action.

On **August 1, 2025**, I served the following documents in the manner described below:

REPLY IN SUPPORT OF PETITION FOR WRIT OF MANDATE

☑ (BY ELECTRONIC SERVICE) By electronically mailing a true and correct copy through Jenner & Block LLP's electronic mail system to the email addresses set forth below.

On the following part(ies) in this action:

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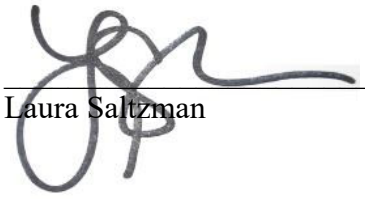
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on August 1, 2025, at Los Angeles, California.



Laura Saltzman