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7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

8 **COUNTY OF YUBA**

9
10 MARIEKE FURNEE, GIDEON BEINSTOCK;
11 JEANNETTE CAVALIERE; DONNA CORSON;
12 ISRAEL PERLA; and CHARLES SHARP,

13 Petitioners/Plaintiffs,

14 v.

15 THE NORTH YUBA WATER DISTRICT, and
16 DOES 1 through 100, inclusive,

17 Respondents/Defendants.

18
19
20 YOUNG LIFE, INC. a/k/a YOUNG LIFE
21 CAMPAIGN, INC., a Texas Corporation,

22 Real Party in Interest.
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Case No. CVPT21-00436

**PETITIONERS' REPLY TO NORTH
YUBA WATER DISTRICT'S
OPPOSITION TO EX PARTE
APPLICATION FOR A TEMPORARY
RESTRAINING ORDER AND ORDER
TO SHOW CAUSE FOR A
PRELIMINARY INJUNCTION**

Date: May 12, 2021

Time: 1:30 p.m.

Dept: 4

Judge: Stephen W. Berrier

1 Petitioners and Plaintiffs Marieke Furnee, Gideon Beinstock, Jeannette Cavaliere,
2 Donna Corson, and Israel Perla (“Petitioners”) submit the following Reply to North Yuba Water
3 District’s (“NYWD”) Opposition to Ex Parte Application for a Temporary Restraining Order and
4 Order to Show Cause for a Preliminary Injunction.

5 **A. Although the Primary Source of Water for the Irrigators is Dry Creek,
6 NYWD is Capable of Supplementing Dry Creek Flows from the FTD Via
7 Costa Creek**

8 The Irrigators receive water at an intake facility off of Dry Creek into the OHDC.
9 (Suppl. Decl. Corson ¶ 3.) That intake structure is separated from Dry Creek by a large gravel berm.
10 (*Id.*) At the beginning of each irrigation season, NYWD removes the berm with earthmoving
11 equipment, and boards up Dry Creek to allow only 4 cfs of flows. (*Id.* ¶ 4.) The water then pools
12 behind the boards, and allows water to flow into the OHDC. (*Id.* ¶ 5.)

13 During the early part of the irrigation season, the Irrigators primarily receive water
14 from Dry Creek through the OHDC. (Suppl. Decl. Corson ¶ 6.) However, later in the season—during
15 the dry summer months when Dry Creek flows subside—NYWD supplements this water with
16 deliveries from the FTD. (*Id.* ¶ 7.) Specifically, NYWD is capable of releasing water from the FTD
17 into Costa Creek, which then flows into Dry Creek for use at OHDC. (*Id.* ¶ 8.) This is particularly
18 common during June, July, and August, and has been NYWD’s normal practice until the controversy
19 concerning the piping of the FTD arose. (*Id.* ¶ 9.)

20 To help orient the Court, Petitioners are submitting a graphic showing the relevant
21 NYWD facilities. (Suppl. Decl. Corson, Ex. “A.”)

22 **B. Sufficient Water Supplies Exist for NYWD to Make at Least Some Deliveries
23 to the Irrigators in 2021**

24 **1. NYWD’s Own Data and Documents Show it Can Augment Dry Creek
25 Flows in Sufficient Amounts to Delivery at Least Some Water to the
26 Irrigators**

27 In their Opposition and at the May 5, 2021, hearing on this matter, NYWD argued
28 that—regardless of Petitioners’ likelihood of success and irreparable harm—there is simply
insufficient water in the system to deliver to the Irrigators. (See, e.g., Opposition at 8.) In support of
this argument, NYWD first points to hydrologic conditions at Dry Creek, which is the primary source

1 of the Irrigators’ supply. They now assert “at least 7 [cfs] is at the Dobbins/Oregon House Ditch
2 diversion is required to supply Irrigation water.”¹ (Opposition at 9 [citing Decl. Maupin ¶ 13(c)].)
3 However, “[t]here is not 7 [cfs] available at the Dry Creek diversion to event divert to” OHDC. (See
4 *id.*) In support, NYWD relies upon pictures of the OHDC showing a dry intake facility. (See *id.*
5 [citing Decl. Moulder, Ex. I].)

6 NYWD also suggests water from the Forbestown Ditch cannot be used to supplement
7 the Dry Creek supply because SFWPA is “guaranteed” “11 [cfs] at the bottom of the Forbestown
8 Ditch, with **all water losses the responsibility of**” NYWD. (Opposition at 8 [citing Decl. Maupin ¶
9 11] [emphasis in original].) NYWD also argues FTD experiences 35% in losses. As a result, NYWD
10 argues there is “no longer any water of consequence to divert for District irrigation customers,” and
11 that the Irrigators must be served solely from Dry Creek. (See *id.*)

12 These arguments are misleading. First, the pictures taken by Mr. Moulder give the
13 impression of a dry streambed at Dry Creek. (See Decl. Moulder, Ex. I.) This is far from the truth.
14 Mr. Moulder’s pictures are of the OHDC intake facility on the side of the gravel berm where the water
15 has been blocked. (Suppl. Decl. Corson ¶¶ 10, 11.) Dry Creek is located on the other side of the
16 berm, which is not clearly depicted in Mr. Moulder’s photographs. (*Id.* ¶ 11.) Because the gravel
17 berm blocks flows from Dry Creek, it is no surprise at all that the OHDC structure is dry. Had Mr.
18 Moulder turned around and taken a picture of Dry Creek, it would have shown significantly flows.
19 (See *id.*, ¶ 12, Exs. B-1, B-2, B-3, B-4 [pictures of Dry Creek flowing adjacent to the OHDC
20 headworks].) And, of course, had NYWD removed the gravel berm to start the irrigation season, there
21 would be water in the OHDC intake structure.

22 And even assuming 7 cfs does not currently exist in Dry Creek, NYWD’s *own data*
23 data show there is ample water in the FTD to supplement Dry Creek supplies:

24 ///

25 _____
26 ¹ Petitioners note that this statement is different from NYWD’s prior assertions to the public that
27 16 cfs was needed to divert water from OHDC. (See Decl. Kinsey, Ex. D [“*Dry Creek* . . . A flow of 4
28 cfs . . . is needed in Fry Creek for fish flows . . . Beyond this, NYWD needs a minimum of 12
ADDITIONAL cfs . . . to divert water to the irrigation intake headworks . . . to start the irrigation
season.”].) These shifting standards demonstrate NYWD’s conclusions are not supported by
substantial evidence, and are instead the result of arbitrary and capricious decisionmaking.

- Although SFWPA can seek up to 11 cfs from the FTD, SFWPA’s initial request was only 10 cfs, to be tapered down to 8 cfs “once the conveyance system is charged.” (Decl. Maupin, Ex. “A” [March 8, 2021, Letter from SFWPA to NYWD].)
- Losses in the FTD are admittedly 35%. (See Decl. Maupin ¶ 13(a).)
- NYWD contends an additional 1.5 cfs is required for the FTTF, (see Decl. Maupin ¶ 13(b)), although Petitioners understand that is the FTTF’s capacity, and not actual use. Petitioners understand the average actual use of the FTTF is between 0.4 and 0.6 cfs.
- USGS data shows the FTD can convey at least 24 cfs. (RJN at Ex. “G.”)

Petitioners have significant issues with NYWD’s figures, which they contend understate the amount of water available to the Irrigators. But even taken as true, there are significant additional supplies available to supplement the Dry Creek flows:

Supplemental Water Available for Irrigators from FTD	
Diversions into FTD	24.0 cfs
FTD Losses (35%)	- 8.4 cfs
Capacity for Deliveries to SFWPA	- 8.0 cfs
Capacity for FTTF (which Petitioners contend is overstated)	- 1.5 cfs
Total Supplemental Water Supplies Available from FTD	6.1 cfs

In other words, even assuming NYWD’s figures are accurate, and also that only 0.9 cfs flows in Dry Creek are available for the Irrigators, the above calculations show at least 7.0 cfs is available to serve the Irrigators, which NYWD concedes is sufficient to maintain deliveries to the Irrigators at OHDC, (Opposition at 9):

Water Available to Irrigators (Assuming NYWD’s Figures Are Accurate)	
Supplemental Water Available from the FTD	6.1 cfs
Alleged Excess Dry Creek Flows	0.9 cfs
Total Supplemental Water Supplies Available from FTD	7.0 cfs

1 In short, NYWD’s decisions were not supported by substantial evidence. NYWD
2 likewise made *no attempt* to engage in less restrictive measures, such as the gradual cutbacks *required*
3 under Section II, Subdivision H of NYWD’s Irrigation Water Policy and Regulations. (RJN, at Ex.
4 “F,” § II, subd. H.) And NYWD’s *own data* reveals there is more than enough water to make at least
5 *some* deliveries to the Irrigators. Sadly, NYWD won’t even try. As such, Petitioners have been
6 forced to seek intervention by this Court.

7 **2. Even More Water Will Be Available to Divert from FTD to Dry Creek**
8 **if NYWD Accepts South Feather’s Offer to Perform Ditch**
9 **Maintenance on the Upper FTD**

10 Shortly before this brief was filed, Petitioners were informed that South Feather Water
11 & Power Authority (“SFWPA”) has offered to perform ditch maintenance to the upper FTD.
12 According to SFWPA, these minimal maintenance activities would expand the capacity of the FTD to
13 at least 30 cfs. (*See* Decl. Kinsey, Ex. “A.”) Plainly, NYWD should accept this generous offer, as it
14 would allow NYWD to meet its existing obligations to SFWPA and the FTTF, while at the same time
15 facilitating replacement flows from FTD into Dry Creek for delivery to the Irrigators. Although
16 Petitioners believe flows into OHDC can be accommodated with the existing capacities from FTD,
17 SFWPA’s offer—including the expansion of capacity to 30 cfs—will remove any doubt that the
18 Irrigators can be served.

19 **C. The Woodleaf Agreement Violates the Water Code**

20 In their Opening Brief, Petitioners demonstrated that the Woodleaf Agreement (i)
21 violates Section 35429 of the Water Code because it does not ratably apportion water among water
22 users; (ii) violates the California Constitution because the aesthetic purpose of filling up ponds on the
23 Woodleaf property is not a beneficial use, (Cal. Const., Art. X, § 2; tit. 23 Cal. Code Regs., §§ 659 –
24 672); and (iii) it undermines NYWD’s core function of “develop[ing], preserv[ing] and conserve[ing]
25 water for the beneficial use of the inhabitants of the district” by delivering the water to third-parties
26 instead of in-district irrigators. (*City of Modesto, supra*, 34 Cal.App.3d at 507.)

27 NYWD does not fully respond to any of the above arguments. Rather, they assert these
28 arguments are “incorrect and misleading” because “Woodleaf’s point of diversion is approximately

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1 one mile from the top of the [FTD] that has a current flow of 18 [cfs],” (Opposition at 10), while the
2 flows in Dry Creek serve the Irrigators. (*Id.*).

3 NYWD’s argument is not supported by the facts. As explained above, the two systems
4 are connected. Specifically, NYWD is capable of diverting water from FTD via Costa Creek to
5 supplement irrigation flows in Dry Creek, (Suppl. Decl. Corson ¶ 8), particularly during the dry
6 summer months when Dry Creek flows subside. (*Id.* ¶ 9.) Indeed, until recently, the supplementation
7 of Dry Creek flows with flows from the FTD was quite common. (*Id.* ¶ 9.) As such, any water that is
8 dedicated to Woodleaf commensurately reduces the volume of flows that NYWD can use to serve the
9 irrigators within the district.

10 In sum, the only argument NYWD raises in opposition to Petitioners’ Water Code
11 claims is factually inaccurate. As demonstrated in the Opening Brief, Petitioners have a high
12 likelihood of success.

13
14 **D. Petitioners Have Demonstrated a Likelihood of Success on their CEQA
Claims**

15 Petitioners have also demonstrated a likelihood of success on their CEQA causes of
16 action. Specifically, NYWD impermissibly declined to comply with their environmental review
17 obligations under CEQA before voting to (i) forego *all* water deliveries to the Irrigators and (ii)
18 approve the water supply agreement with Woodleaf.

19
20 **1. NYWD Does Not Address its Failure to Comply with CEQA Prior to
Voting to Deny Water Deliveries**

21 In its Opposition, NYWD does not address its failure to comply with CEQA before
22 making the discretionary decision to forego water deliveries. Nor is there any legitimate defense to
23 NYWD’s failure to conduct any environmental review before voting to forego deliveries, as explained
24 in Petitioners’ Opening Brief at §§ (B)(1) and (C)(2). As such, Petitioners have demonstrated a
25 likelihood of success on their claims concerning the denial of service.

26 ///

27 ///

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1 **2. NYWD’s Reliance on a Class 1 Exemption for the Woodleaf Contract**
2 **is Misplaced**

3 Petitioners also have a likelihood of success on their CEQA claim concerning the
4 Woodleaf Contract. NYWD’s *sole* justification for declining to perform any environmental of the
5 Woodleaf contract is CEQA’s Class 1 exemption for “existing facilities.” Under Section 15301 of the
6 CEQA Guidelines. (Opposition at 5-6.) The basis for this contention is not entirely clear, but it
7 appears to be based on the assertion that the transfers to Woodleaf have been the subject of prior
8 contracts, and the instant agreement is similar to prior agreements. (*Id.*)

9 This argument is without merit. First, the contract at issue does not relate to the
10 approval or operation of a “facility.” Rather, it relates to a transfer of water from one place to another,
11 through many different facilities. Moreover, the examples provided in Section 15301 are not similar
12 to a water supply agreement, but rather include actions such as the “[m]aintenance of . . . water supply
13 reservoirs” or “[m]inor repairs and alterations to existing dams and appurtenant structures.” (CEQA
14 Guidelines, § 15301, subs. (h), (m).) Section 15301 is facially inapplicable.

15 NYWD’s assertion that it has previously approved water supply agreements with
16 Woodleaf is likewise without merit. NYWD appears to be arguing that the Woodleaf transfers are part
17 of the existing environmental baseline, and thus need not be studied. That argument, however, only
18 applies to proposals “to continue existing operations.” (*North Coast Rivers Alliance v. Westlands*
19 *Water Dist.* (2014) 227 Cal.App.4th 832, 872; see also *Communities for a Better Environment v. South*
20 *Coast Air Quality Management Dist.* (2010) 48 Cal.4th 310, 326.) Here, a review of the agendas and
21 minutes posted on NYWD’s website between 2017 and 2020 reveals that the last agreement with
22 Woodleaf appears to have been in March 2017. (Decl. Kinsey ¶ 3.) As a result, NYWD cannot
23 demonstrate the Woodleaf contract flows are part of the environmental baseline conditions.

24 In short, NYWD lacks any justification for its refusal to perform any environmental
25 review of the Woodleaf Agreement under CEQA. Section 15301 does not apply, and the transfers to
26 Woodleaf are not part of the baseline environmental conditions.

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1 **3. Even if a Class 1 Exemption Were Applicable, Exceptions to the**
2 **Exemption Mandate Environmental Review**

3 But even if NYWD could argue Section 15301 applied here—and it cannot—
4 categorical exemptions are subject to several exceptions, including “where there is a reasonable
5 possibility that the activity will have a significant effect on the environment due to unusual
6 circumstances.” (CEQA Guidelines, § 15300.2, subd. (c).)

7 In this case, unusual circumstances exist. NYWD operates in a severe fire hazard zone,
8 and in a drought year is electing to forego the delivery of water deliveries to irrigators and instead
9 deliver water to a third-party for aesthetic purposes. (See Opening Brief at 3:15–16.)

10 There is also a “fair argument” that the Woodleaf Agreement will result in significant
11 environmental effects. (*Berkeley Hillside Preservation v. City of Berkeley* (2015) 60 Cal.4th 1086,
12 1115.) As explained in the opening brief, there is at least a “fair argument” the Woodleaf Contract
13 will reduce the water supplies available to the Irrigators. The failure to provide water will negatively
14 impact the Irrigators’ ability to combat wildfires and create green buffers; and harm agricultural
15 resources, including vineyards and cattle grazing. (See Opening Brief at 5-7, 8.) As a result, NYWD
16 must comply with CEQA even if Section 15301 applies.

17 Another exception to the applicability of a Class 1 exemption is where “the cumulative
18 impact of successive projects of the same type in the same place, over time is significant.” (CEQA
19 Guidelines, § 15300.2, subd. (a).) Here, NYWD is conveying water to Woodleaf in a dry year, while
20 at the same time denying service to the Irrigators. And there is certainly a “fair argument” that these
21 impacts are cumulatively considerable. Thus, even if NYWD could assert that it was approving
22 “successive” contracts with Woodleaf—and it cannot, as there were no such contracts since March
23 2017, (Decl. Kinsey ¶ 3)—this exception would render the Class 1 Exemption inapplicable.

24 **E. NYWD Does Not—and Cannot—Directly Rebut the Evidence of Retaliation**
25 **Against Petitioners**

26 Petitioners note that NYWD does not dispute its factual contentions regarding the
27 retaliation and bias. Rather, they merely assert the decision was not retaliatory because it “was based
28 on drought data.” (Opposition at 9.) As explained in the Opening Brief and above, however, the

1 “facts” relied upon by NYWD when it made this decision were flimsy at best, and in many instances
2 non-existent.

3 Indeed, several exchanges between the NYWD Directors and the General Manager
4 suggest the dearth of evidence is at some level willful. During the April 23, 2021, NYWD Board
5 meeting, Director Gretchen Flohr pressed the other board members and the General Manager on the
6 decision to decline to supply water to the Irrigators. She was particularly critical of the General
7 Manager’s decision to decline to have the flows measured professionally. The General Manager
8 responded: “Yeah, if three Board members want to give me direction and have us spend money on a
9 hydrographer to have him come and measure the water” he would follow that direction. Director
10 Flohr replied, “Yeah, we need to have the hydrographer come out.” None of the other Directors
11 supported this basic fact-finding request, and instead directed the General Manager to move to the next
12 agenda item and “go ahead with [the] manager’s report.” (Suppl. Decl. Corson ¶ 12.)

13 In short, the lack of objective measures shows any assertion that the denial of service
14 “was based on drought data” was pretextual. And when coupled with statements such as, “if you want
15 the water, you need to be in favor of the pipe,” as exclaimed by NYWD Director Eric Hansard at the
16 March 26, 2021, meeting, (Suppl. Decl. Corson ¶ 17), there can be no reasonable doubt that the
17 board’s frustration with the Irrigators for their opposition to the pipeline factored significantly into the
18 decision-making process.

19 **F. The Balancing of the Equities Significantly Favors Petitioners**

20 As demonstrated in the Opening Brief, NYWD’s decision to forego water deliveries to
21 Petitioners, and instead deliver water to third-parties, will cause significant irreparable harm to
22 Petitioners. This includes the loss of green buffers and water reserves for fire prevention purposes;
23 losses in crops, livestock, and soil quality; impacts to wildlife that lives in and depends on the water in
24 the surrounding ditches and canals; and structural damage to the canals. (See Opening Brief at 5-6,
25 14.) NYWD does not dispute Petitioners will suffer harm, or that the harm is irreparable. Rather,
26 NYWD asserts (i) Petitioners “Cannot Rely on District Water for Fire Protection” because the
27 “District’s water is not for fire protection,” (Opposition at 10), and (ii) the harm to NYWD somehow
28 outweighs the Petitioners’ harm. (*Id.* at 10-11.). Neither argument withstands scrutiny.

1 ***NYWD’s Dry Creek License Specifically Mentions Fire Protection.*** First, NYWD’s
2 claim that Petitioners cannot rely on NYWD water for fire protection is simply false. NYWD’s
3 SWRCB License for Dry Creek expressly defines the purpose of the water as: “Irrigation and ***Fire***
4 ***Protection*** uses.” (RJN, Ex. B at 1 [emphasis added].) Moreover, while the Slate Creek licenses do
5 not mention “fire protection” specifically, those licenses expressly allow “domestic” use, (see *id.*, Ex.
6 C at 2; Ex. D at 2), which California law recognizes as including ancillary uses such “fire protection.”
7 (See, e.g., Water Code, § 1228.1, subd. (b)(2)(A).) And NYWD’s own brief acknowledges that some
8 of Petitioners’ ponds “will be used by firefighters in the event of a fire.” (Opposition at 10.)

9 ***Petitioners’ Harm is Not Limited to Fire Suppression.*** But even if NYWD’s argument
10 were factually accurate—and it is not—Petitioners’ irreparable harm is not based solely on fire
11 suppression, but also impacts to their crops and grazing land, as well as other impacts. (See Opening
12 Brief at 5-6, 14.)

13 ***NYWD Has Failed to Articulate Cognizable Harm.*** NYWD also argues that the
14 potential harm to NYWD supposedly outweighs the harm to Petitioners. This argument is based on
15 the District’s supposed need to fulfill its contractual duties, (see Opposition at 11), and the contention
16 that any action by this Court would interfere with the District’s discretion. (See *id.* at 11-12.) Neither
17 argument is evidence of actual harm to NYWD, much less harm that would outweigh the harm to
18 Petitioners if they are denied water service.

19 First, the entire purpose of a mandamus proceeding is to evaluate whether a public
20 agency abused its discretion. (See, e.g., Code Civ. Proc., § 1094.5, subd. (b) [“The inquiry in such a
21 case shall extend to the questions whether the respondent has proceeded without, or in excess of
22 jurisdiction; whether there was a fair trial; and whether there was any prejudicial abuse of discretion.
23 Abuse of discretion is established if the respondent has not proceeded in the manner required by law,
24 the order or decision is not supported by the findings, or the findings are not supported by the
25 evidence.”].) These standards have been codified by the Legislature, and have been incorporated into
26 CEQA. (See *id.*; see also Code Civ. Proc., § 1085; Pub. Resources Code, §§ 21168, 21168.5.)
27 NYWD thus cannot credibly argue that judicial review permitted by statute somehow implicates
28 separation of powers concerns.

1 Nor can NYWD argue that it will be harmed by being unable to fulfill its contractual
2 duties. As explained above, there is no record in the NYWD minutes of any agreement with Woodleaf
3 since 2017. And there is no suggestion in the Opposition Brief as to how the inability to provide water
4 to Woodleaf would affect NYWD in any tangible way. And even if NYWD had introduced any
5 evidence of financial harm—and it did not—monetary harm that can be compensable in damages is
6 typically not an appropriate consideration in connection with an injunction request. (*Doyka v.*
7 *Superior Court (Lord)* (1991) 233 Cal.App.3d 1134, 1136.)

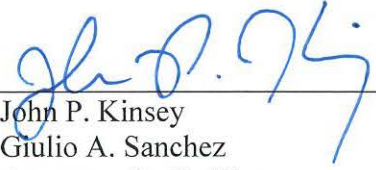
8 **CONCLUSION**

9 For each of the above reasons, as well as those expressed in the Opening Brief,
10 Petitioners respectfully request a temporary restraining order prohibiting NYWD from (i) delivering
11 water supplies to Woodleaf and (ii) curtailing irrigation deliveries to the Irrigators.

12 Dated: May 7, 2021

WANGER JONES HELSLEY PC

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14 By: _____


15 John P. Kinsey
16 Giulio A. Sanchez
17 Attorneys for Petitioners
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1 **PROOF OF SERVICE**

2
3 My business address is 265 E. River Park Circle, Suite 310, Fresno, California
4 93720. I am employed in Fresno County, California. I am over the age of 18 years and am not
5 a party to this case.

6 On the date indicated below, I served the foregoing document(s) described as
7 **PETITIONERS' REPLY TO NORTH YUBA WATER DISTRICT'S OPPOSITION**
8 **TO EX PARTE APPLICATION FOR A TEMPORARY RESTRAINING ORDER**
9 **AND ORDER TO SHOW CAUSE FOR A PRELIMINARY INJUNCTION**
10 on all interested parties in this action by placing a true copy thereof enclosed in sealed
11 envelopes addressed as follows:

12 Barbara A. Brenner 13 J. Scott Miller 14 Kerry A. Fuller 15 Lian M. Burnley 16 CHRUCHWELL WHITE LLP 17 1414 K Street, 3 rd Floor 18 Sacramento, CA 95814 19 Email: barbara@chruchwellwhite.com 20 (Attorneys for Respondent/Defendant The 21 North Yuba Water District)	22 Woodleaf Young Life Camp 23 11359 La Porte Rd 24 Challenge, CA 95925 25 Fax: 530-675-0458 26 (Via mail and Facsimile)
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27 X (BY MAIL) I am readily familiar with the business' practice for collection and
28 processing of correspondence for mailing, and that correspondence, with postage
thereon fully prepaid, will be deposited with the United States Postal Service on the
date noted below in the ordinary course of business, at Fresno, California.

 X (BY E-MAIL or ELECTRONIC FILING/SERVICE) C.C.P. § 1010.6 and
California Rules of Court, Rule 2.251. Based upon a Court Order, Local Rules of
Court, or an agreement of the parties to accept service by e-mail or electronic
transmission, I caused the documents to be sent to the person(s) listed above through
OdysseyFileCA for service on the parties listed above who are signed up for
electronic service. I did not receive, within a reasonable time after the transmission,
any electronic message or other indication that the transmission was unsuccessful.

EXECUTED ON May 7, 2021 at Fresno, California.

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

28 
Dena Richardson