Case No. E078106

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

FOURTH APPELLATE DISTRICT, DIVISION TWO

NORTHGATE GONZALEZ, LLC, WILSON HOLDINGS, L.P., and LOS ALTOS XXVII, L.P.,

Plaintiffs and Respondents,

vs.

REALM REAL ESTATE, LLC and MAGNOLIA PARTNERSHIP, LLC,

Defendants and Appellants.

On Appeal from the Riverside Superior Court of California
County of Riverside
Case No.: CVRI2104149
Honorable Chad Firetag, Presiding Judge

RESPONDENTS' REPLY TO CALIFORNIA RENTER'S LEGAL ADVOCACY AND EDUCATION FUND AND YIMBY LAW'S AMICUS CURIAE BRIEF IN SUPPORT OF APPELLANTS

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I. INTRODUCTION

An amicus curiae brief is intended to provide the court with a broader perspective of the issues before it. Yet the amicus curiae brief filed on behalf of Appellants[1] does quite the opposite. The two organizations who authored this Amicus Brief admit that they have a parochial interest in alleviating California's housing shortage. While this interest is laudable, it has caused the authors to submit such narrow-sighted arguments that are largely inapplicable and irrelevant to the underlying case. Amici's suggestion that this interest – which was never raised in the record by the Defendant City of Riverside – should supplant hundreds of years of real property jurisprudence is dangerous and should be rejected.

The main issue on appeal is whether the trial court manifestly abused its discretion in granting Respondents' preliminary injunction, which stopped Appellants from commencing construction of a 450-unit apartment building (the "Project") in violation of an express agreement between the parties and two other adjacent landowners restricting their respective property uses to commercial purposes (the "Four Party Agreement" or the "Agreement").[2] (I AA 210-212.) This injunction, of course, is preliminary and lasts until a trial is had on the merits of the matter.

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[1] California Renter's Legal Advocacy and Education Fund and Yimby Law's Amicus Curiae Brief in Support of Appellants (the "Amicus Brief"). The authors of the Amicus Brief are hereinafter collectively referred to as "Amici."

[2] The Four Party Agreement is located in the record at I AA 91-115.

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Appellants' Project will significantly interfere with the non-exclusive easement granted in the Four Party Agreement that anticipates a planned shopping center and confers reciprocal ingress and egress rights upon the four adjacent landowners. (I AA 213-216.) Respondents are an upscale, family-owned Hispanic supermarket that caters to the entire community and relies on the daily delivery of fresh products to serve their customers. (I AA 209-210, 214.) The Project will materially alter the nature of the property, and substantially increase traffic and parking from 450 residents on the property. (I AA 213-214.) It will also provide for the construction of carports and other obstacles that will severely impair Respondents' "free and reasonable ingress, egress, access, and delivery truck operations." (*Id.*) Amici, of course, have little concern for these problems. They would have this Court ignore this unreasonable interference with the Four Party Agreement and its purpose, which is to create an integrated shopping center over all four parcels that are subject to the Agreement.

The Amicus Brief focuses almost entirely on the assertion that the preliminary injunction should be overturned because it harms the public by: (1) delaying the construction of the specific 450 residential apartment units at issue here, and (2) its potential to impede similar residential construction projects. Not only is public harm not an issue before this Court, the Amicus Brief is also wholly lacking in actual authority for its position.

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Instead of providing this Court with sound reasoning that supports Appellants' arguments on appeal, Amici seem to be taking this opportunity to advocate for changes in the law that would fatally and irrevocably disturb the private right to enter into agreements restricting or limiting property uses. Rather than alter hundreds of years of real property law, Amici's arguments would be most appropriately presented before California's Legislature and not this Court.

For the reasons set forth herein, Amici's arguments should be disregarded and the trial court's well-reasoned ruling affirmed.

II. THIS COURT SHOULD DISREGARD THE ARGUMENTS MADE BY AMICI THAT ARE IMPROPER, BASELESS, AND IRRELEVANT.

A. Amici's Arguments That the Preliminary Injunction Harms the Public and That the Trial Court Ignored the Public Harm Are Improper Because Neither These Issues nor the Facts Upon Which They Are Based Are Part of the Appellate Record and The Court Did Consider Harm to the Public.

An amicus curiae brief is not a mechanism to assert legal arguments on issues not before the appellate court. Amici curiae must limit their argument to issues properly raised on appeal by the parties. (*Bullock v. Phillip Morris USA, Inc.* (2011) 198 Cal.App.4th 543, 572.) As one court so aptly phrased it, the amicus curiae "cannot launch out on a juridical expedition of its own unrelated to the actual appellate record." (*Younger v. State of California* (1983) 137 Cal.App.3d 806, 813.)

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It is rare that an appellate court deviates from the general rule and considers new issues in an amicus curiae brief. When the court does, it strictly limits its consideration to matters of law and declines to consider issues with factual aspects. (*See Neilson v. City of California City* (2005) 133 Cal.App.4th 1296, 1318 n.5 [declining to consider a new issue with "factual aspects"]; *E.L. White, Inc. v. City of Huntington Beach* (1978) 21 Cal.3d 497, 511 [considering issue raised for the first time in an amicus curiae brief that there was no statutory cause of action for implied indemnity against the city]; *and California Highway Patrol v. Superior Court* (2006) 135 Cal.App.4th 488, 498 [considering issue raised for the first time in an amicus brief because it was "a purely legal issue of statutory interpretation and [was] not dependent upon the development of a factual record in the trial court."].)

Here, Amici address two legal arguments that neither party has raised in their briefs on appeal:[3] that the preliminary injunction harms the public interest and that the trial court ignored these harms. The Amicus Brief cites various housing statutes for support that the public has an interest in housing development. But whether the preliminary injunction

[3] Appellant's Opening Brief includes in its Statement of Facts and Procedural History, a brief mention that the Project is critical to satisfy the state's housing shortage, and that the 450 proposed units are being counted towards the City of Riverside's housing goals but it is not asserted as a legal argument in their Opening Brief, nor supported by citation to the record.

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actually harms the City's housing needs and whether the Project proposed by Appellants falls within the intent of those statutes necessarily involves a factual analysis, which makes the new arguments improper.

Perhaps, if the trial court had truly ignored the harm to the public, Amici would have raised a purely legal issue. In such cases, courts should consider adverse effects on third parties before granting a preliminary injunction. (*Vo v. City of Garden Grove* (2004) 115 Cal.App.4th 425, 435.) But the trial court did not ignore the harm to the public. (III AA 1171.) Amici concede this when they cite to the trial court's order granting the preliminary injunction, which explicitly considers the fact that the injunction will "stall additional housing within the City." (Amicus Brief, p. 14.) Amici fall back to an alternative argument that the trial court gave "too-short shrift" in its consideration, contradicting their own argument that the trial court *ignored* the public's interest. (*Id.*) The trial court's level of consideration given to the harm, as opposed to entirely foregoing the consideration, is a factual issue that this Court should not entertain because it was not raised on appeal.

The mere fact that the legal arguments require a factual analysis is sufficient to warrant this Court's disregard, but also many of the facts relied on by Amici are not in the record or do not properly cite to the record. Facts asserted in appellate briefs must be supported by specific citations to *evidence* in the record. (California Rules of Court, Rule 8.204(a)(1)(C);

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Jumaane v. City of Los Angeles (2015) 241 Cal.App.4th 1390, 1406; *Grant-Burton v. Covenant Care, Inc.* (2002) 99 Cal.App.4th 1361, 1378.) Moreover, matters in the record must be cited by their volume and page number, and any points raised without proper citation may be deemed waived by the court. (Cal. Rules of Court, Rule 8.204(a)(1)(C); *Grant-Burton v. Covenant Care, Inc.*, 99 Cal.App.4th at 1378.)

Amici include facts without any evidentiary support in the record but even the facts that are in the evidentiary record are not properly cited by volume and page number. In doing so, Amici have burdened this Court with the responsibility to search through the voluminous appellate record containing over two thousand pages of documents to find facts, some of which are not even included therein.[4] This Court is not required to do so

[4] Amici emphasize in their argument various statutes that demonstrate the public's interest in, and the local government's need for, increased housing. Amici repeatedly assert that the Project is the type of housing development intended by those statutes; however, Amici do not cite any evidence in the record that the Project falls within the intent of those statutes. (See Amicus Brief, p. 10 ["Developments like [the project] are exactly the kind of development that can help solve the state's housing crisis."]; p. 11 ["The Legislature… has not relented in making it legal for available sites such as [the project] to contribute to housing growth."]; p. 12 ["Looking forward, commercial properties such has [the project] will play an even greater role."]; p. 13 ["[The project] proposes exactly the kind of multifamily infill housing that the Legislature has made a 'priority of the highest order.'"]; and p. 14 ["[I]nfill housing such as the [*sic*, one] Appellant proposes to build is recognized by the Legislature as a matter of 'vital statewide importance.'"].)

Additionally, Amici argue the preliminary injunction harms the public because it impairs the city's progress in meeting its housing goals. However, the following facts relied on by Amici to support their position

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and may disregard any claims that do not appropriately reference the record. (*Jumaane v. City of Los Angeles*, 241 Cal.App.4th at 1406.)

In sum, this Court should not consider arguments presented by Amici that were not raised in the appellate record, especially those that rely on facts not in the record or that are not properly cited. (*See Younger v. State of California*, 137 Cal.App.3d at 813-814) ["Amicus curiae must accept the issues made and proposition urged by the appealing parties, and any additional questions presented in a brief filed by an amicus curiae will not be considered."]; *and Bullock v. Phillip Morris USA, Inc.*, 198 Cal.App.4th at 572 ["[A] reviewing court need not address additional arguments raised by an amicus curiae."].) Accordingly, Amici's factual

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are not supported by evidence in the appellate record: (1) "[c]rucially, [the project]'s 450 entitled units are being counted towards Riverside's State-mandated need allocation for the current planning cycle." (Amicus Brief, p. 11); (2) "[f]ailing to realize these 450 new homes would set the city's progress towards reaching its housing goals for the next eight years." (Amicus Brief, pp. 11-12); and (3) "If California is to achieve its goals of creating millions of new homes over the next decade, many future developments will face a similar challenge to the one at issue here." (Amicus Brief, p. 20.) Respondents note that Appellants have stated in the facts of their Opening Brief that the units are being counted towards the city's housing goals; however, those facts do not cite to any evidentiary support in the record either.

Finally, Amici assert without support in the record that the "harm imposed by enjoining such projects is not at all abstract for millions of underhoused and cost-burdened Californians." (Amicus Brief, p. 14.). There is only one injunction at issue here; it is preliminary, and it only bars the construction of one 450-unit building, not millions.

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argument related to the potential harms to the public interest should be disregarded.

B. Amici's Argument That the Trial Court Ignored Public Harm Resulting from the Preliminary Injunction is Unfounded.

Notwithstanding that this issue was improperly raised for the first time in the Amicus Brief, it is also misleading to argue that the trial court did not consider harm to the public in its ruling on the preliminary injunction. First, Amici imply that if there is harm to the public, that should have been the end of the trial court's analysis. But Amici cite no authority that the trial court must deny a preliminary injunction solely because the public interest might be harmed. Were that the case, every preliminary injunction that affected public interest would have to be denied. This is not the law. Rather, when the public interest is potentially affected by a preliminary injunction, the trial court is required to *consider* those adverse effects when making its decision. (*League of Wilderness Defenders/Blue Mountains Biodiversity Project v. Connaughton* (9th Cir. 2014) 752 F.3d 755, 766.)

The trial court did, in fact, consider harm to the public in granting the preliminary injunction. In its ruling, the trial court stated, "[w]hile the Court is cognizant that this decision will hamper [Appellants'] interest in moving forward on their project, **as well as stall additional housing**

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within the City," the balance of harms inured to Respondents. (Emphasis Added) (III AA 1171.) Thus, the trial court considered harm to the public.

Not only did the trial court consider the harm, it is clear that the court balanced all of the interests, including both of the parties' interests and the public's interest. While the court correctly balanced all of the interests, Amici make no such attempt. Amici advocate that this Court substitute itself in the place of the trial court and rebalance the interests. They argue that the public's harm is so strong that it warrants overturning the preliminary injunction. But, as stated above, the mere fact of public harm is insufficient to deny an injunction – it must outweigh the harm Respondents will suffer. On appeal, the trial court's finding will only be overturned if it engaged in manifest abuse of discretion. (*McFall v. McFall* (1943) 53 Cal.App.2d 208, 213.)

Notably, any potential public harm is transitory at best because a preliminary injunction only lasts until the case can be tried on its merits. Courts have held that "a temporary delay of the economic benefit of jobs while a preliminary injunction is in place" did not outweigh the other factors in the grant of a preliminary injunction because "[i]f the [project was] approved after trial, then it and the consequent jobs will proceed." (*League of Wilderness Defenders/Blue Mountains Biodiversity Project v. Connaughton*, 752 F.3d at 767.) Similarly, here, the preliminary injunction temporarily preventing the construction of the 450-unit project does not

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"cost 450 families their would-be homes," as Amici claim. (Amicus Brief, p. 9.) Instead, the preliminary injunction stops construction until the case can be tried on its merits.

Moreover, the trial court determined that Respondents are likely to prevail on the merits of their claim, thus making this benefit to the public improbable regardless of the delay. (III AA 1170-1171.) The preliminary injunction prohibits Appellants from commencing construction on a 450-unit apartment building because the Four Party Agreement between the parties and two other adjacent landowners restricts their use of their properties to shopping center and commercial purposes. (II AA 959-961, 987-989; III AA 1170-1171.) The Four Party Agreement further grants a non-exclusive reciprocal easement for ingress and egress rights between the parties. (I AA 213-216.) Appellants' Project, which violates the agreement, will significantly interfere with Respondents' ingress and egress rights by impeding their delivery truck access and creating exponentially more traffic that will impair Respondents' customers' ability to park and access the supermarket. (I AA 209-217.) Three of the four parties to the Four Party Agreement agree with this fact. (II AA 958-961, 964-968, 986-989.)

The trial court weighed this temporary delay of an improbable benefit against the harm Respondents will permanently suffer if Appellants are permitted to proceed with the construction in violation of an express

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agreement. It did not abuse its discretion in balancing the harm in favor of Respondents.

Accordingly, Amici's contention that the trial court did not consider the public's interest and, alternatively, did not balance the harms correctly, is simply incorrect and the trial court did not abuse its discretion in granting the preliminary injunction.

C. Amici Baselessly Suggest Flouting Centuries of Property and Private Contract Law to Meet the City's Alleged Housing Needs.

Amici do not just assert that the public need for housing should be considered when affirming or denying the injunction, they seem to argue that these housing needs supersede the freedom of private parties to enter into contracts based on mutually satisfactory terms. Amici argue that affirming the preliminary injunction sets a "dangerous" precedent in two interrelated respects: (1) that it will allow property owners to "weaponize" similar non-exclusive easements to block housing development projects, and (2) that it will "impede the construction of thousands of more similarly situated developments throughout California." (Amicus Brief, pp. 9, 16, 19.)

Amici's conclusions are misguided and their parade of horribles argument is simple rhetoric. Affirming the injunction will not set some new precedent that landowners will weaponize. Each easement is unique and should be examined under applicable real property and contract law.

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And affirming the trial court's ruling simply requires this Court to follow the well-established legal truism that parties are free to contract however they may choose. (*See People v. Holder* (1921) 53 Cal.App. 45, 52.) In truth, it is the position asserted by Amici that sets a dangerous precedent. If Amici have their way, a party to a contract will be able to renege on its promises if it can conceive of some public interest that may be harmed if the contract is enforced. Such precedent turns the entire bodies of contract and real property law on their heads by altering the fundamental concept of a binding contract or easement – to affix parties' legal rights and obligations with a modicum of certainty. (*See generally Morta v. Korea Ins. Corp.* (9th Cir. 1988) 840 F.2d 1452, 1460.) Here that would result in contravening the understanding of three of the four parties as to the terms of the Four Party Agreement. (II AA 958-961, 964-968, 986-989.)

Without authority, Amici propose that this Court strip Respondents (and the two other adjacent property owners) of their right to contract because housing is an important public interest. This position is unpersuasive for two reasons: (1) there is already entrenched in our legal system a process for taking an individual's property for the public benefit – eminent domain; and (2) the authorities relied on by Amici do not support their own position.

Eminent domain is regulated and subject to restrictions, including that the power to take one's property for public benefit belongs to the

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government, not private individuals. (*See County of San Diego v. Miller* (1975) 13 Cal.3d 684, 687 ["Eminent domain is the power of the government to take private property for public use."].) In other words, it is the government, not Appellants or Amici, who can make the determination that the public benefit necessitates a taking. In other words, the City of Riverside is free to initiate a taking of property that is necessary for a public purpose. Nothing in the record indicates that the Project or Respondents' easement or other property is necessary to meet its housing goals or any other public purpose.

Amici argue that the 450 proposed units in the Project are "being counted towards Riverside's State-mandated need allocation for the current planning cycle" and that "[f]ailing to realize these 450 new homes would set back the city's progress toward reaching its housing goals for the next eight years." (Amicus Brief pp. 11-12.) Additionally, they argue that California's goal of developing "millions" of new homes over the next decade will be impeded by restrictions commonly found in declarations of covenants, conditions, and restrictions (CC&Rs). (Amicus Brief, p. 20.) Yet Appellants initially named the City of Riverside (the "City") as a defendant in their cross-complaint and the City did not raise any concerns that the immediate completion of the Project was imperative to the public's interest, which undermines the position taken by Amici. (IV AA 1529-

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1530.) In fact, nothing in the record – from the City or from any other source – supports these bold factual assertions.

Finally, Amici claim that private property restrictions cause such an obstacle to housing development that the Legislature has chosen to limit parties' freedom to contract. Yet despite presenting property restrictions as such a pervasive issue that impedes the state's highest-priority goal of housing development, Amici only cite two narrow statutes that permit infringing on parties' contractual rights. (See Civil Code §4751 [prohibiting enforcement of covenants that unreasonably restrict or prohibit accessory dwelling units on property zoned for single-family residential use]; and Civil Code §714.6 [providing that restrictions on the size, number, or location of residences built on a property owned by an affordable housing developer will not be enforced].)

Contrary to the point Amici are trying to make, these two statutes support that courts will only infringe on a private individual's contractual rights in *very limited circumstances*. Amici do not show that the proposed development in this case falls within either of those exceptions and, even if it could, Appellants did not raise the issue in the appellate record.

Moreover, the statutes on which Amici rely to demonstrate the public's interest in housing development govern the state's responsibility to increase housing production, not private individuals. (See Gov. Code §65581 [establishing the Legislature's intent in enacting Gov. Code

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§§65580 – 65589.11 is to ensure that *cities, counties and local governments* are productive in contributing to state housing goals]; and Health and Safety Code §50002 ["The national housing goal…is deserving of adoption by the Legislature, with the accompanying commitment to guide, encourage, and direct… the efforts of the private and public sectors of the economy to cooperate and participate in the early attainment of a decent home…"].) There is no evidence in the record that the Defendant City of Riverside felt that Appellants' Project was necessary to meet its housing needs. Again, perhaps Amici should present their argument to the California State Legislature to create legislation that actually applies to this situation rather than arguing for this Court to use statutes that do not apply as a basis to ignore the parties' right to limit development of their properties by agreement.

Of course, the issue presented in the Amicus Brief is not whether the local government should approve Appellants' Project, or whether those agencies should establish goals or encourage development of housing. Instead, the issue is whether a private individual's contractual rights are superseded by the public need for housing. None of the statutes relied on by Amici state anything to the effect that it is incumbent on a single individual (or a small group of three adjacent property owners) to relinquish its (or their) property rights to contribute to the local government's housing goals.

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For each of the foregoing reasons, Amici's baseless arguments should be disregarded by the Court.

D. Amici's Argument That Exclusive Easements Are Disfavored by the Law Is Irrelevant Because None of the Parties Claim the Easement Is Exclusive.

Amici's argument demonstrating that the state disfavors exclusive easements is a red herring. Here, neither party asserts that the easement is exclusive. Even if there was some reason to include this colloquy on exclusive easement law, Amici's discussion fundamentally misunderstands the definition of exclusive easements, thus making its dialogue entirely unhelpful.

Although difficult to understand, Amici's argument seems to be based on the mistaken belief that any use restriction on the servient owner transforms a non-exclusive easement into an exclusive easement. (See Amicus Brief, p. 19 ["[The easement] was granted to create ingress/egress rights and not to restrict uses."].) However, an exclusive easement is defined as the right to exclude everyone from using the easement, including the servient owner. (*Rye v. Tahoe Truckee Sierra Disposal Co., Inc.* (2013) 222 Cal.App.4th 84, 93.)

Respondents do not assert that they hold an exclusive easement. In fact, the easement is specifically alleged as a "mutual, reciprocal and non-exclusive easement." (I AA 62.) Respondents' Complaint alleges it is a non-exclusive easement when it alleges that Appellants are unreasonably

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interfering with Respondents' use of the easement. (I AA 61-63; *see also Thorstrom v. Thorstrom* (2011) 196 Cal.App.4th 1406, 1422 [holding that a non-exclusive easement allows the servient owner to exercise "every incident of ownership not inconsistent with the easement;"] and Amicus Brief, p. 17 [arguing that servient owners generally may still make use of the burdened estate as long as its use does not unreasonably interfere with the easement].)

Amici themselves apologetically concede that the cases cited in this section of the Amicus Brief are not analogous to the case before this Court (Amicus Brief, pp. 18-19.) Apparently, the purpose of Amici's dialogue on exclusive easements is to show that these cases do not provide support for the trial court's rigid approach in granting the preliminary injunction. (*Id.*) But the analogy and conclusion defy logic. After reading Amici's brief we are left without an understanding of how the three cases with admittedly distinguishable facts provide support for either affirming or reversing the trial court's ruling. Regardless, in the end, these cases do not support Amici's argument that this Court should dispense with well-established contract and real property law by ignoring the explicit terms of the easement.

III. CONCLUSION

Housing goals at the local and state level are important interests of the State. Encouraging private development at the local level is also

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important. But in the absence of action by the Legislature, these interests should not affect or alter the terms of private agreements like the Four Party Agreement. The lower court correctly found that the Four Party Agreement clearly and unambiguously limited the four contracting property owners to develop and construct shopping center and commercial structures on their property. Three of the four parties to that agreement supported that interpretation.

In addition, those interests should not be allowed to embolden one of the four parties to the agreement (Appellants) to overburden the reciprocal easement provided for in the Four Party Agreement and then defend such actions by claiming they are really just helping the State and local agencies do their work.

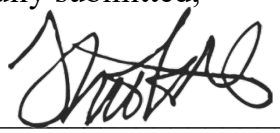
While no doubt well-intentioned, Amici's call for these interests to take precedent over hundreds of years of contract and real property law would create a dangerous and unpredictable precedent. The trial court's well-reasoned ruling balanced the public's interest and the parties' and found that the balance of harm weighed heavily in favor of granting the preliminary injunction. The trial court also concluded that based upon the plain reading of the terms of the Four Party Agreement, Respondents are likely to prevail on their claims.

Because the lower court's ruling was not manifestly abusive, "arbitrary or capricious," or based upon "whimsical thinking" *(People v.*

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Preyer (1985) 164 Cal.App.3d 568, 573), and because it was "within the bounds of reason" (*id*.), this Court should affirm the trial court's ruling.

DATED: October 26, 2022 Respectfully submitted,



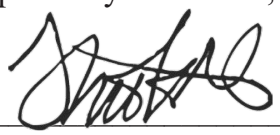
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CERTIFICATE OF WORD COUNT

Counsel for *Respondents, Northgate Gonzalez, LLC, Wilson Holdings, L.P., and Los Altos XXVII, L.P.,* certifies that the text of the Respondent's Reply to Appellant's Amicus Curiae Brief contains 4423 words as measured by the word processing software used in the preparation of the brief.

DATED: October 26, 2022 Respectfully submitted,



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PROOF OF SERVICE

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Case Number E078106
Riverside County Superior Court Case Number CVRI2104149

At the time of service, I was over 18 years of age and not a party to this action. My business address is 3403 Tenth Street, Suite 700, Riverside, CA 92501. My email is vanessa.martinez@streamkim.com. On October 26, 2022, I served the following documents described as:

- **RESPONDENTS' REPLY TO CALIFORNIA RENTER'S LEGAL ADVOCACY AND EDUCATION FUND AND YIMBY LAW'S AMICUS CURIAE BRIEF IN SUPPORT OF APPELLANTS**

on all interested parties in this action in the manner designated below at the address(es) set forth in the service list attached hereto:

[X] BY MAIL – I deposited such envelope in the mail at Riverside, California, with first class postage thereon fully prepaid. I am readily familiar with the business practice for collection and processing of correspondence for mailing. Under that practice, it is deposited with the United States Postal Service on that same day, at Riverside, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage meter date is more than (1) day after the date of deposit for mailing in affidavit; and/or

[X] EFS/ImageSoft TrueFiling (TrueFiling) – I caused service through the Court's electronic filing system by filing the document(s) via TrueFiling (Pursuant to California Rules of Court, rule 8.71).

I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Document received by the CA 4th District Court of Appeal Division 2.

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

Executed on October 26, 2022, at Riverside, California.



Vanessa Martinez

Document received by the CA 4th District Court of Appeal Division 2.

PROOF OF SERVICE

Northgate Gonzalez, LLC, et al. v. Realm Real Estate, LLC, et al.
Fourth Appellate District Court of Appeal
Division Two, Court of Appeal Case Number E078106
Riverside County Superior Court Case Number CVRI2104149

SERVICE LIST

Via USPS

Honorable Chad Firetag
Superior Court of California,
County of Riverside, Department 03
4050 Main Street
Riverside, CA 92501

Superior Court Judge for the County of Riverside

Via TrueFiling

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Via TrueFiling

Supreme Court of California

Filing through TrueFiling satisfies service on the Supreme Court under rule 8.212(c)(2).

Document received by the CA 4th District Court of Appeal Division 2.