

ORIGINAL

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16 (Additional counsel on next page)
17 Attorneys for Plaintiffs

18 SUPERIOR COURT OF THE STATE OF CALIFORNIA
19 COUNTY OF ORANGE

20 MARY DOE, a minor, by and through her
21 guardians ad litem JAMES and JANE
22 DOE; JAMES and JANE DOE; ORANGE
23 COUNTY EQUALITY COALITION,

24 Plaintiffs,

25 vs.

26 NEWPORT-MESA UNIFIED SCHOOL
27 DISTRICT; JEFFREY HUBBARD,
28 Superintendent of Newport-Mesa Unified
School District; FAL ASRANI, Principal
of Corona del Mar High School;
DUNCAN MCCULLOCH, Asst. Principal
of Corona del Mar High School,

Defendants.

Case No.: 30-2009-00120182

**NOTICE OF SETTLEMENT;
[PROPOSED] ORDER
RETAINING JURISDICTION
AFTER SETTLEMENT (Code of
Civil Proc. § 664.6)**

C21

Complaint filed: March 18, 2009

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

SEP 09 2009

ALAN CARLSON, Clerk of the Court
[Signature]
BY D DUNNING

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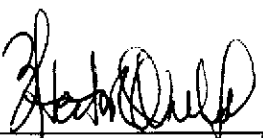
1 The undersigned hereby notifies the Court that the parties to the above-
2 captioned case have reached a settlement, the terms of which are memorialized in
3 the Settlement Agreement and Mutual Release of All Claims ("Settlement
4 Agreement"), attached hereto as Exhibit A.

5 Pursuant to Code of Civil Procedure section 664.6 and paragraphs 8 and 11
6 of the Settlement Agreement, the Court shall retain jurisdiction over this case for
7 the term of the 2009-2010 academic school year solely for the purpose of
8 enforcing the terms of this Settlement Agreement.

9
10 Dated: September 8, 2009

Respectfully submitted,

11
12 ACLU FOUNDATION OF SOUTHERN
13 CALIFORNIA

14
15 By:  / LD

16 Hector O. Villagra
17 Attorneys for Plaintiffs
18 MARY DOE, by and through her guardians
19 ad litem, JAMES and JANE DOE;
20 ORANGE COUNTY EQUALITY
21 COALITION
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23
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25
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27
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EXHIBIT

A

**SETTLEMENT AGREEMENT
AND MUTUAL GENERAL RELEASE OF ALL CLAIMS**

Pursuant to settlement negotiations of Plaintiffs and Defendants (collectively, the "Parties") in this action, the Parties have entered into this Settlement Agreement and Mutual General Release of All Claims ("Settlement Agreement"). "Plaintiffs" shall refer to Mary Doe, by and through her guardians ad litem, James and Jane Doe; Jane Doe; James Doe; and the Orange County Equality Coalition. "Defendants" shall refer to the Newport-Mesa Unified School District ("NMUSD" or "District"); Jeffrey Hubbard, Superintendent of the District; Fal Asrani, Principal at Corona del Mar High School ("Corona del Mar"); and Duncan McCulloch, Assistant Principal at Coronal del Mar. The terms of the Settlement Agreement are set forth as follows.

The Parties enter into this Settlement Agreement with reference to the following facts:

- A. On March 18, 2009, Plaintiffs filed a Complaint in the Orange County Superior Court entitled Doe et al. v. NMUSD, et al. (Case No. 30-2009-00120182), asserting federal and state equal protection claims, Title IX claims, and statutory claims under the California Education Code ("Action").
- B. On June 2, 2009, in response, Defendants filed a Demurrer and Motion to Strike, which was set for hearing on July 28, 2009 but later taken off calendar.
- C. On August 26, 2009, a District-wide training was provided to all "Leadership Team" members. ("August 2009 training"). Participants in this Leadership Team training included all school site administrators (Principals and Assistant Principals), as well as all District managers. In addition, Corona del Mar site administrators, who are also members of the Leadership Team, participated in this mandatory training.
- D. Throughout settlement negotiations, Plaintiff Mary Doe waived any potential claim to damages for emotional distress she may have suffered, instead seeking staff and student training, a student climate survey at Corona del Mar High, clarification and dissemination of NMUSD complaint and harassment policies, and a promise of legal compliance by the District, as described below.
- E. The Parties to this Settlement wish to resolve the Complaint without further litigation. It is understood that this Settlement Agreement and the promises and covenants contained herein do not constitute an admission of any liability or wrong doing by Defendants, or by any person, party, or entity identified in this Settlement Agreement.

TERMS

In consideration of the mutual promises and covenants set forth in this Settlement Agreement, the Parties agree as follows:

1. Relief Specific to Mary Doe: In addition to the “stay-away” letters issued and “monitors” assigned to the male students described in the Complaint during the spring semester of the 2008-09 school year, the following relief will be provided by the District to Mary Doe:
 - a. Within twenty-one (21) calendar days of the Effective Date of this Settlement Agreement, the District will provide a “Written Decision” regarding Mary Doe’s complaints of harassment and retaliation. The report shall state: (1) the findings and disposition of the complaint; (2) corrective action; and (3) the rationale for the disposition. As part of this Settlement Agreement, no additional action(s) or appeals, including appeal to the California Department of Education, shall be available, and the Parties agree that the “Written Decision” referenced herein shall remain confidential.
 - b. No later than five (5) business days after the Effective Date of this Settlement Agreement, NMUSD agrees to deliver a letter of apology to Mary Doe regarding her complaint in this matter.
2. Training Program: NMUSD agrees to execute, and to undertake the obligations set forth in the “Training Program” (paragraphs 2a.-2h.) listed below. The District will provide training to District and Corona del Mar administrators with the direction and guidance of the Orange County/Long Beach Regional Office of the Anti-Defamation League (“ADL”). The ADL will provide direct training services, as well as assist the District in “training the trainers” for the development of in-house trainers certified to provide training of the Agreed Upon Training Topics.
 - a. Agreed Upon Training Topics: The agreed upon training topics for Administrative, Teacher and Staff training (paragraphs 2c.-2f.) shall include, but not be limited to:
 - District complaint policies and procedures for complaints involving allegations of harassment and discrimination, including information about the responsibility of District and school administrators to guide students, parents, or teachers to appropriate complaint procedures if students, parents, or teachers have not independently identified them;

- Federal and state law regarding discrimination and harassment, including specifically discrimination and harassment based on sex, sexual orientation, and gender identity, and obligations of staff under federal and state law related to discrimination and harassment based on sex, sexual orientation and gender identity;
 - Harmful impact of discrimination and harassment based upon sex, sexual orientation, or gender identity;
 - What constitutes bias, harassment, or discrimination based upon sex, sexual orientation and gender identity;
 - How to maintain a safe and non-discriminatory learning environment; and
 - How to address incidents of harassment and discrimination, including peer-to-peer harassment.
- b. Training Evaluation Forms: After each Administrative, Teacher or Staff training session (paragraphs 2c.-2f.), an evaluation will be completed by training participants. These evaluation forms will be used for the sole purpose of providing the trainers with input, feedback, and commentary regarding their training session in order to help them improve future training.
- c. District “Leadership Team” Administrator Training: As mentioned, a District-wide training was provided to all “Leadership Team” members on August 26, 2009. This August 2009 training was conducted by Dr. Kevin O’Grady, Orange County Regional Director of the ADL. Those who had legitimate reasons for not attending the August 2009 training will be required to participate in the makeup sessions in the fall semester of the 2009-2010 school year.

Follow-up Training: Subsequent to the August 2009 training, follow-up training will be provided during the 2009-2010 academic school year to members of the Leadership Team. Leadership Team meetings are held approximately ten (10) months per year, and the District is committed to devoting at least one (1) hour of training in four (4) different Leadership Team meetings held in the 2009-2010 academic school year.

New Leadership Team Employee Training: Any District employees who become new members of the District Leadership Team will also be required to attend a four-hour workshop similar to the initial four-hour workshop provided by Dr. O’Grady in August 2009. This new District Leadership Team

member workshop will be provided either by Dr. O'Grady or by trainers certified by the ADL. New District employees will attend the training within six (6) months of their employment.

- d. District Administrative Training Committee: The District will form a new Administrative Training Committee, consisting of approximately 10 to 12 District administrators who will be trained by the ADL to provide follow-up training on an ongoing basis as needed. Members of the Administrative Training Committee may train new hires, as well as oversee the student leadership "peer trainers" who may be providing student training at the school site. Dr. O'Grady will be asked to be an advisor and consultant to the Administrative Training Committee.
- e. Corona del Mar School Site Administrators: As provided above in paragraph 2c., Corona del Mar site administrators participated in the District Leadership Team training offered in August 2009.
- f. Corona del Mar Teachers and Staff: All Corona del Mar teachers and staff will participate in two (2) mandatory training sessions in the 2009-2010 school year. The first of the two sessions will occur in the fall semester no later than December 17, 2009. Two (2) late-start days may be utilized as training for a minimum of a two-hour training session. This will be a mandatory training session for teachers and staff. The training will be conducted by Dr. O'Grady of the ADL. Members of the Administrative Training Committee will observe this training. An attendance log of training participants will be maintained. The sole purpose for the attendance log will be to determine those who have attended the training and those who were unable to attend the training and may need a subsequent makeup training session.

A second two-hour training session will be conducted for Corona del Mar's faculty and staff during the spring semester of the 2009-2010 school year. This spring 2009-2010 training will occur no later than March 31, 2010, and may be held at, or near, the annual "Appreciate Diversity Day" activities at the Corona del Mar school site.

- g. Corona del Mar Students: All Corona del Mar students will participate in two (2) mandatory training sessions that are each a duration of two-periods that lasts for approximately two (2) hours in the 2009-2010 school year. One two-period training session will occur in the fall and a second two-period training session will occur in the spring.

The fall two-period training session may occur sometime between December 1, 2009 and December 17, 2009, or sooner, but not later than December 17, 2009. The spring two-period training session will occur sometime between March 15, 2010 and March 31, 2010. These mandatory training sessions for students will be conducted by Dr. O'Grady and ADL trainers. Members of the Administrative Training Committee will observe the training and may participate in the training along with Student Leadership. No more than 140 students will be allowed per training session with a minimum of two trainers.

An attendance log of training participants will be maintained for the fall and spring training sessions. The sole purpose for the attendance log will be to determine those who have attended the training and those who were unable to attend the training and may need a subsequent makeup training sessions.

Agreed Upon Training Topics: The agreed upon training topics for the student training shall include, but not be limited to:

- What constitutes bias, harassment, or discrimination based upon sex, sexual orientation and gender identity;
 - Harm suffered by students who experience bias, discrimination, or harassment, and particularly bias, discrimination, or harassment based upon sex, sexual orientation, or gender identity;
 - How to address incidents of harassment and discrimination, including peer-to-peer harassment; and
 - How to make a complaint with the District.
- h. Monitoring: On or about October 31, 2009, January 31, 2010, and April 30, 2010, NMUSD will submit to the ACLU written verification of the trainings provided to date, including the dates of the training and trainer's name, the number of participants, and a summary of the content of the training.
3. Student Climate Surveys: During the 2009-2010 school year, and specifically between the fall and spring semester training sessions for students, the District will develop a "Climate Survey" to survey Corona del Mar students. This will be an anonymous survey developed in conjunction with the ADL. The survey instrument will be administered on-line and measure the perception of bias, or bias, among Corona del Mar students, including bias with respect to sex, actual or perceived sexual orientation, and gender identity. The results of the survey will be shared with the Administrative Training Committee and used to measure and develop training. Members of the District's Administrative Training Committee will also monitor and

audit the climate of tolerance (or conversely bias) on the Corona del Mar campus. At the completion of the survey, the District will provide a copy of the survey instrument to the ACLU, as well as a data summary report of the survey responses.

4. Clarification and Dissemination of District Complaint Procedures: The District will distribute annually a written notice of the District's anti-harassment and anti-discrimination policy and local complaint procedures to students, employees, parents or guardians of students, school and district advisory committees and other interested parties. This notice shall also state the following in a clear and conspicuous manner:

“Discriminating against or harassing people because of their race, ethnicity, religion, disability, gender, nationality, and actual or perceived sexual orientation or gender identity by students or staff is not allowed in District schools. No person who files a complaint of discrimination or harassment shall be subject to retaliation for filing the complaint.”

For the 2009-2010 school year, distribution of this notice will be accomplished in the following manner: the notice will be conspicuously posted on the District's website, will be conspicuously posted in the main office for the District and each school, and will be hand distributed (to avoid the expense of mailing) to students and employees at the beginning of the school year.

On or before October 31, 2009, the District will submit to the ACLU copies of the above-described materials distributed to employees and students advising them of the District's anti-harassment and anti-discrimination policies and complaint procedures.

The Superintendent or his/her designee will hereafter serve as the District's compliance officer to receive and investigate complaints, maintain records of complaints and subsequent related actions, and insure District compliance with the law. The Superintendent or his/her designee will be charged with compliance of the notification requirements of Title 5 of the California Code of Regulations, section 4622, including the annual dissemination of District compliance procedures and information about available appeals, civil law remedies, and conditions under which a complaint may be taken directly to the California Department of Education.

5. Legal Compliance: NMUSD agrees to comply with, and enforce existing nondiscrimination policies and practices under state and federal law.
 - a. The District will continue to communicate its policy that students and adults at school sites and offices should treat all persons equally and respectfully and refrain from the willful or negligent use of slurs and other harassing verbal

conduct against any person on the basis of their actual or perceived race, ethnicity, religion, disability, gender, nationality, sexual orientation, or gender identity.

- b. Per its policy, the District prohibits retaliation against anyone who files a complaint or who participates in a complaint investigation.
 - c. The District will fairly and equitably apply its policies regarding recognition of and support for all student groups, clubs, or associations, including those that seek to end discrimination and harassment or to promote respect and understanding on the basis of sex, sexual orientation, and/or gender identity.
6. **Reasonable Attorney Fees and Costs:** Within 30 days of the Effective Date of this Settlement Agreement, NMUSD shall pay Plaintiffs' counsel, the American Civil Liberties Union Foundation of Southern California, attorney fees and costs in the amount of fifty-four thousand dollars (\$54,000.00). District payment of fees and costs shall be in full satisfaction of any past or future claims for monetary relief against all Parties associated with this action, including but not limited to, Plaintiffs' claims for damages compensation.
7. **Dismissal:** Within ten (10) calendar days of Defendants' payment of costs and fees to Plaintiffs' counsel provided in paragraph 6, Plaintiffs agree to file with the court a dismissal with prejudice, on the condition that the Court retain jurisdiction as described in paragraph 8.
8. **Jurisdiction:** The Court shall retain jurisdiction over this case for the term of 2009-2010 academic school year solely for the purpose of enforcing the terms of this Settlement Agreement pursuant to C.C.P. §664.6.
9. **Release of Claims:**
- a. Plaintiffs, on behalf of themselves and their officers, agents, employees, successors, assigns and all those they are legally authorized to act for or on behalf of, hereby release, acquit, and forever discharge Defendants and their respective officers, the NMUSD Board of Education, agents, employees, and successors and assigns from any and all claims, demands, causes of action, obligations, and/or claims for damages, losses, costs, attorney's fees and/or expenses of every kind and nature whatsoever, known or unknown, anticipated or unanticipated, fixed or contingent, arising out of or in any way related to the claims which were or could have been asserted in the complaint in this action.
 - b. Defendants, on behalf of themselves and their officers, agents and employees, hereby release, acquit, and forever discharge Plaintiffs and their respective

officers, agents, employees, and successors and assigns from any and all claims, demands, causes of action, obligations, and/or claims for damages, losses, costs, attorney's fees and/or expenses of every kind and nature whatsoever, known or unknown, anticipated or unanticipated, fixed or contingent, arising out of or in any way related to Plaintiffs' filing or pursuing suit in this action, including claims arising out of the factual circumstances that formed the basis of the underlying suit.

- c. With respect to the releases set forth above, the Parties hereby waive the protections of California Civil Code section 1542, which provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

The Releasing Parties represent that they understand and acknowledge the significance and consequences of a waiver of Civil Code section 1542, and hereby assume full responsibility for any injuries, damages, or losses which any of the Releasing Parties may incur by such waivers.

- d. The release provided in this section shall become effective immediately upon Defendants' payment of the sum provided in paragraph 6.
10. Effective Date. The “Effective Date” of this Settlement Agreement shall be the date upon which the last signatory Party executes this Agreement.
11. Effective Period: This Settlement Agreement will remain in effect through June 30, 2010, the end of the 2009-2010 academic school year. At the end of the effective period, NMUSD may evaluate the effectiveness of the procedures and programs agreed to herein to determine if they should be continued or modified.
12. Time of Essence: Time is of the essence with respect to each and every provision of this Settlement Agreement.
13. Modification: This Settlement Agreement constitutes a final and complete statement of the agreement between the Parties. There shall be no modifications or amendments to this Settlement Agreement unless they are in writing, and signed by the Parties.
14. Authority: Each individual executing this Settlement Agreement on behalf of an entity represents and warrants that he or she is a duly authorized representative of that entity with full authority to bind it to each and every term and condition thereof.

15. Enforcement: Nothing in this Settlement Agreement will be construed to limit any Party's right to enforce this Settlement Agreement according to its terms. The provisions of this Settlement Agreement will be governed by the laws of the State of California. If any court of competent jurisdiction determines that any provision contained in this Settlement Agreement, or any part thereof, cannot be enforced, the Parties agree that such determination shall not affect or invalidate the remainder of this Settlement Agreement.
16. Execution in Counterparts: This Settlement Agreement may be executed in counterparts. Each of said counterparts, when so executed and delivered, shall be deemed an original and, taken together, shall constitute but one and the same instrument.
17. Facsimile Signatures: The signatures to this Settlement Agreement may be evidenced by facsimile copies reflecting the signatures hereto, and any such facsimile copy shall be sufficient to evidence the signature just as if it were an original signature.
18. Voluntary Action With Advice of Counsel: Each Party hereto represents that it has been represented throughout all negotiations that preceded execution of this Settlement Agreement by counsel of its own independent choice. The Parties have entered into this Settlement Agreement freely and voluntarily, and after having consulted with legal counsel and having had the terms contained in this Settlement Agreement explained to each of them by counsel. The Parties have read, appreciate and understand the terms contained in this Settlement Agreement, and are fully satisfied with those terms as set forth herein.
19. Entire Agreement: Each of the Parties acknowledges that no person has made any promise, representation or warranty whatsoever, express or implied, not contained herein concerning the subject matter hereof, to induce the execution of this Settlement Agreement, and each signatory hereby acknowledges that said signatory has not executed this Settlement Agreement in reliance upon any such promise, representation or warranty. This Settlement Agreement constitutes the entire understanding between the Parties and supersedes all prior negotiations, representations or agreements between the Parties, either written or oral, on the subject hereof.
20. Notification: Unless otherwise specified, any information to be provided to ACLU by NMUSD under this Settlement Agreement must be provided no later than five (5) business days after the due date specified herein. If no due date is specified in this Settlement Agreement, then the information must be provided within thirty (30) calendar days from when a request for the information is received by the District's counsel or designated representative. Any notice, demand, or communication under this Settlement Agreement which any Party is required to give to any other Party shall be in writing, and shall be deemed to have been received 72 hours after being sent in

the United States mail via certified mail, return receipt requested, with postage thereon fully prepaid, addressed to the attorneys for the respective Parties at the addresses set forth below. Any party may change its address by giving written notice to all other Parties. The addresses of the Parties are as follows:

a. If to Plaintiffs/ACLU:

Hector Villagra, Esq.
ACLU Foundation of Southern California
2140 W. Chapman Ave., Suite 209
Orange, CA 92868
hvillagra@aclu-sc.org
Telephone: (714) 450-3962
Facsimile: (213) 450-3969

b. If to Defendants/NMUSD:

Steven Montanez, Esq.
Parker & Covert, LLP
17862 E. Seventeenth Street
Suite 204 - East Building
Tustin, CA 92780-216492626
smontanez@parkercovert.com
Telephone: (714) 573-0900
Facsimile: (714) 573-0998

APPROVED AND AGREED:

PLAINTIFFS

MARY DOE, by and through her guardians ad litem, James and Jane Doe

Dated: September 1, 2009

By:


James Doe

Dated: September 1, 2009

By:


Jane Doe

JANE DOE

Dated: September 1, 2009

By: _____
[Handwritten Signature]

JAMES DOE

Dated: September 1, 2009

By: _____
[Handwritten Signature]

ORANGE COUNTY EQUALITY COALITION

Dated: September __, 2009

By: _____

DEFENDANTS

NEWPORT-MESA UNIFIED SCHOOL DISTRICT

JEFFREY HUBBARD, DISTRICT SUPERINTENDENT

Dated: September __, 2009

By: _____
Jeffrey Hubbard

APPROVED AS TO FORM:

ACLU FOUNDATION OF SOUTHERN CALIFORNIA

Dated: _____, 2009

By: _____
Hector O. Villagra
Attorneys for Plaintiffs

PARKER & COVERT LLP

Dated: _____, 2009

By: _____
Steven Montanez
Attorneys for Defendants

JANE DOE

Dated: September __, 2009

By: _____

JAMES DOE

Dated: September __, 2009

By: _____

ORANGE COUNTY EQUALITY COALITION

Dated: September 2, 2009

By: *M. Katherine Bard Damer, Esq.*
M. Katherine Bard Damer, Esq.

DEFENDANTS

NEWPORT-MESA UNIFIED SCHOOL DISTRICT

JEFFREY HUBBARD, DISTRICT SUPERINTENDENT

Dated: September __, 2009

By: _____
Jeffrey Hubbard

APPROVED AS TO FORM:

ACLU FOUNDATION OF SOUTHERN CALIFORNIA

Dated: _____, 2009

By: _____
Hector O. Villagra
Attorneys for Plaintiffs

PARKER & COVERT LLP

Dated: _____, 2009

By: _____
Steven Montanez
Attorneys for Defendants

JANE DOE

Dated: September __, 2009

By: _____

JAMES DOE

Dated: September __, 2009

By: _____

ORANGE COUNTY EQUALITY COALITION

Dated: September __, 2009

By: _____

DEFENDANTS

NEWPORT-MESA UNIFIED SCHOOL DISTRICT

JEFFREY HUBBARD, DISTRICT SUPERINTENDENT

Dated: September 8, 2009

By:  _____
Jeffrey Hubbard

APPROVED AS TO FORM:

ACLU FOUNDATION OF SOUTHERN CALIFORNIA

Dated: _____, 2009

By: _____
Hector O. Villagra
Attorneys for Plaintiffs

PARKER & COVERT LLP

Dated: _____, 2009

By: _____
Steven Montanez
Attorneys for Defendants

JANE DOE

Dated: September __, 2009

By: _____

JAMES DOE

Dated: September __, 2009

By: _____

ORANGE COUNTY EQUALITY COALITION

Dated: September __, 2009

By: _____

DEFENDANTS

NEWPORT-MESA UNIFIED SCHOOL DISTRICT

JEFFREY HUBBARD, DISTRICT SUPERINTENDENT

Dated: September __, 2009

By: _____
Jeffrey Hubbard

APPROVED AS TO FORM:

ACLU FOUNDATION OF SOUTHERN CALIFORNIA

Dated: September 3, 2009

By: _____
Hector O. Villagra
Attorneys for Plaintiffs

PARKER & COVERT LLP

Dated: _____, 2009

By: _____
Steven Montanez
Attorneys for Defendants

1 PROOF OF SERVICE

2 STATE OF CALIFORNIA
3 COUNTY OF ORANGE AND LOS ANGELES

4 I am employed in the County of Orange, State of California. I am over the age of 18 and not a
5 party to the above-referenced action. My business address is 2140 W. Chapman Avenue, Suite
6 209, Orange, CA 92868. I am employed in the office of a member of the bar of this court at
7 whose direction the service was made.

8 On September 8, 2009, I served the following documents:

9 NOTICE OF SETTLEMENT; [PROPOSED] ORDER RETAINING JURISDICTION AFTER
10 SETTLEMENT (Code of Civil Proc. § 664.6)

11 on parties in this action by placing a true and correct copy of each document thereof, enclosed in
12 a sealed envelope, addressed as follows:

13 **Spencer E. Covert**
14 **Steven Montanez**
15 **Georgina Dunne**
16 **PARKER AND COVERT LLP**
17 **17862 East 17th Street, Suite 204**
18 **Tustin, CA 92780**
19 scovert@parkercovert.com
20 smontanez@parkercovert.com

21 **Dana John McCune**
22 **Kristine J. Exton**
23 **McCune & Harber**
24 **400 South Hope Street, Suite 720**
25 **Los Angeles, CA 90071**
26 dmccune@mccuneharber.com
27 kexton@mccuneharber.com


28 ___ by personally delivering a true and correct copy to the parties listed above.

___ by transmitting a true and correct copy via facsimile to the parties listed above.

by transmitting via electronic mail, *as a courtesy*, to the parties listed above.

by U.S. Mail. I am readily familiar with the business practice of collection and processing
outgoing mail for deposit with the US Postal Service. I deposited the sealed envelope in the
United States Postal Service collection box on the same day this declaration was executed in the
ordinary course of business. The envelope was sealed and, with postage thereon fully prepaid,
placed for collection and mailing on this date, following ordinary business practices, in the
United States mail collection box at 2140 W. Chapman Avenue, Suite 209, Orange CA 92868.

(State) I declare under penalty of perjury under the laws of the State of California that the
above is true and correct Executed on September 8, 2009 at Orange, California.


Linda Dominic Ashe