

# RESOLUTION No. R-279771

ADOPTED ON April 20, 1992

This resolution was adopted by the City Council on April 20, 1992, however, it can not be processed because of the missing MOU with CALTRANS. The Settlement Agreement, however, is on file in the City Clerk's Office. According to Attorney Les Girard, CALTRANS still has not forwarded the MOU to the City.

Ongoing follow up on this matter by the City Clerk's Office has occurred from date of adoption to December, 1995. In response to City Clerk's last follow-up action, Attorney Hal Valderhaug recommended that this document be microfilmed until the original resolution can be processed.

The file folder is in PENDING in the Office of the City Clerk.

December 11, 1995  
mp

(R-92-1478)

RESOLUTION NUMBER R- 279771

ADOPTED ON April 20, 1992

WHEREAS, in Closed Session on February 25, 1992, the City Council, by the following votes: Yeas, Districts 1, 2, 3, 6, 7 and the Mayor; Nays, Districts 4 and 5; Not Present, District 8;

BE IT RESOLVED, by the Council of the City of San Diego, as follows: That the City Manager be and he is authorized and empowered to execute, for and on behalf of the City of San Diego, a settlement agreement between the City of San Diego and the plaintiffs in the case Sierra Club, et al. v. California Coastal Commission, et al., Superior Court Case No. 629593, on the terms and conditions set forth in Document No. RR-279771-1, attached hereto and incorporated herein by reference, as full and final settlement of the lawsuit;

BE IT FURTHER RESOLVED, that the City Manager be and he is authorized and empowered to enter into a Memorandum of Understanding with the California Department of Transportation regarding the settlement agreement referenced in the proceeding paragraph, on the terms and conditions set forth in Document No. \_\_\_\_\_, attached hereto and incorporated herein by reference;

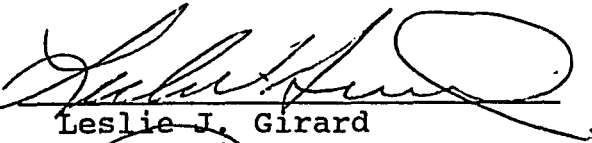
BE IT FURTHER RESOLVED, that the City Auditor be and he is hereby authorized to transfer the sum of \$25,000.00 from Fund No. 79002, Organization No. 107 to C.I.P. 52-356.0;

BE IT FURTHER RESOLVED, that the City Auditor and Comptroller be and he is hereby authorized and empowered to pay

the sum of \$25,000.00, from C.I.P. No. 52-356.0, to the plaintiffs and Laurens H. Silver, their attorney of record in the case Sierra Club, et al. v. California Coastal Commission, et al., Superior Court Case No. 929593, as full and final payment of costs and attorney's fees;

BE IT FURTHER RESOLVED, that the conditions agreed to by the City of San Diego in the settlement agreement referenced above, the terms and conditions of which are indicated in Document No. \_\_\_\_\_, are subject to any and all permits and approvals by the appropriate regulatory agencies, including the California Environmental Quality Act. The City Manager is hereby ordered to report back to the City Council at such time as each of those actions has received the appropriate permits and clearances with an indication of the funding source for each of the actions undertaken by the City of San Diego.

APPROVED: John W. Witt, City Attorney

BY   
Leslie J. Girard  
Deputy City Attorney

LJG:vtc:Lit.  
03/24/92  
Aud.Cert:  
Or.Dept:Atty  
R-92-1478  
Form=r.claim2

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

F I L E D  
KENNETH E. MARTONE  
Clerk of the Superior Court  
AUG 20 1992  
By: C. MARTIN, Deputy

DOCUMENT NO. *rh* 279771-1  
APR 20 1992  
FILED

OFFICE OF THE CITY CLERK  
SAN DIEGO, CALIFORNIA

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN DIEGO

SIERRA CLUB, et al.,	)	Case No. 629593
	)	
Petitioners,	)	
	)	
v.	)	STIPULATED JUDGMENT
	)	
CALIFORNIA COASTAL COMMISSION,	)	
et al.,	)	
	)	
Respondents.	)	

The parties, by and through their attorneys, hereby stipulate that judgment be entered in this case on the terms and conditions contained in the attached Settlement Agreement and Release which is incorporated herein by reference.

The parties further stipulate that this judgment is not a judgment on the merits for any party but is a compromise of a disputed claim, liability for which respondent and real parties specifically deny.

The parties further stipulate that the terms of the Settlement Agreement may be enforced by any party pursuant to this judgment and that a separate lawsuit for breach of the agreement shall not be required. The parties stipulate,

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

however, that upon execution of the Settlement Agreement and entry of judgment any subsequent attack on the validity of the decision made by respondent, that is the subject of this litigation, shall be barred by res judicata or collateral estoppel and the case shall not be reopened or otherwise pursued in any forum at any time. Recourse to the court pursuant to this judgment shall be solely to enforce the terms of the Settlement Agreement.

Last, the parties stipulate that following the entry of judgment no interest shall accrue on any sums required to be paid or expended by the parties pursuant to the terms of the Settlement Agreement.

Dated: August 6 '92

SIERRA CLUB LEGAL DEFENSE FUND, INC.

By Laurens H. Silver  
Laurens H. Silver, Esq.

Attorney for Petitioners Sierra Club and League for Coastal Protection

Dated: 8/7/92

JOHN W. WITT, City Attorney

By Leslie J. Girard  
Leslie J. Girard  
Deputy City Attorney

Attorneys for Real Party in Interest  
City of San Diego



SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE ("Settlement Agreement") is made and entered into this 20th day of August, 1992, by and among Sierra Club and League for Coastal Protection ("Petitioners"); California Coastal Commission ("Respondent"); and, California Department of Transportation ("CalTrans") and City of San Diego ("City") (collectively "Real Parties").

RECITALS

A. On or about October 15, 1990, petitioners filed a petition in California Superior Court, Case No. 629593, for a writ of mandate against respondent, real parties and certain United States government employees. The complaint alleged violations of the California Environmental Quality Act and California Coastal Act.

On or about November 13, 1990, the action was removed to federal court. On or about February 19, 1991, the federal parties were dismissed from the action and the case was remanded to state court.

B. The subject of the action is respondent's approval of certain projects (hereinafter "Projects") to be undertaken by real parties in and around the Los Penasquitos Lagoon within the City limits of City. Those projects are generally known as the Interstate 5/805 widening project; and, the construction of State Route 56 West and the Carmel Valley Restoration and Enhancement Project ("CVREP"). Petitioners claim, inter alia, that respondent violated provisions of CEQA and the Coastal Act in approving real parties' application to proceed with those

projects.

C. Petitioners, respondent and real parties desire to enter into this settlement agreement in order to provide: 1) that real parties undertake certain actions; and, 2) the payment of a sum to petitioners and their attorney of record for costs and attorney's fees.

The parties hereby agree as follows:

1. Performance by Real Parties

In consideration for the Release and Discharge set forth in Part 2, below, real parties hereby agree and promise to perform the following (hereinafter referred to as "actions") subject to the provisions of Section 4, below:

A. City will exert its best efforts to obtain the highest priority funding for the reconstruction of the bridge on North Torrey Pines Rd. (Old Highway 101) over the mouth of Los Penasquitos Lagoon. That project is currently on the Capital Improvement Project list of the City but funds must be obtained from the State in order to proceed with the project. City agrees that consideration will be given, in the design of any bridge reconstruction, to design features that minimize encroachment on the Lagoon and maximize tidal flow under the bridge.

In the interim, City will provide (either in-house or by contract) a program, not to exceed four (4) times per year, to enhance the tidal flow at the mouth of the Lagoon by mechanical means. That program will be undertaken upon consultation with petitioners, or petitioners' designee, as to the proper method to



be used. The program shall generally follow the criteria set out in Attachment 1 hereto, however this agreement shall not be construed to require City to purchase any equipment to perform this program. City agrees to consult with petitioners before and after each event regarding the proper procedures to be used by City and petitioners' representative will be invited to observe the actual operation. In most cases, City will be given a reasonable time, not to exceed 2 weeks (or 10 working days) to respond to any request for action under this section. City recognizes that situations may arise that require immediate action and, upon request for such immediate action including the basis for the immediacy, City will respond within 72 hours.

This program will be provided for a maximum of ten (10) years or until the bridge is reconstructed, whichever is earlier.

B. City has purchased a parcel of property located at the north-east corner of the intersection of Estuary Way and Flintcote Avenue, generally known as the "Flintcote site." City will not dedicate the acquisition and restoration of the Flintcote site as mitigation for any other project, including, but not limited to, the proposed improvement of Sorrento Valley Road. City also agrees to undertake a certain level of restoration of the Flintcote site to freshwater wet-land as is more fully explained below.

Adjacent to the Flintcote site is a parcel of property known as the "Sorrento Associates site." The Sorrento Associates site is currently owned by the California Coastal Conservancy.

Petitioners desire the restoration of this site as well as the Flintcote site and maintain that the concurrent restoration of both sites would be an efficient use of time, effort and money.

City agrees to make available an amount not to exceed \$100,000.00 for the restoration of both sites. City will prepare a restoration plan for both the Flintcote and Sorrento Associates sites. City will consult with petitioners and the Coastal Conservancy regarding the contents of the plan. Regardless of the level and nature of restoration agreed upon or required, the contribution of City to the restoration shall in no event exceed \$100,000.00. A portion of the \$100,000.00 will be made available to the Coastal Conservancy for restoration of the Sorrento Associates site consistent with the plan.

The parties agree that the monies available for restoration shall be spent as equitably as possible between the sites but recognize that the Flintcote site has priority over the Sorrento Associates site for restoration purposes because of the present state and past uses of the Flintcote site. The parties further recognize that the Flintcote site is currently being used for storage purposes by a tenant. The parties agree that the current term of any lease in existence at the time this agreement is effective, or in existence at the time City takes possession of the property (whichever event occurs later), shall be allowed to expire before any restoration shall be performed provided that any such term does not exceed six (6) months from the date City takes possession or the date this agreement is effective. If any

such term exceeds six (6) months, City shall take whatever steps are necessary to terminate the lease(s) at the expiration of the applicable six (6) month period referenced above.

The parties agree that the monies made available by City for the restoration discussed in this clause shall be spent within a three (3) year period after the effective date of this agreement. That three (3) year period will allow for the preparation of a restoration plan and procurement of any applicable environmental clearance. If the restoration cannot occur within that three (3) year period, the parties shall agree to an additional period of time within which the monies shall be spent.

Prior to the restoration, under this agreement, of the Flintcote site, City will remove those stockpiled, contaminated soils identified on pages 13 and 14 (and in Figure 15) of the Phase 1 Environmental Audit for the Flintcote site prepared by Tetra Tech, Inc. and dated April 1, 1991. The cost of removal and disposition of those soils will not be paid out of the restoration money made available under this agreement.

C. City will identify, repair and maintain on a permanent basis erosion control devices, including storm drain outlets and sedimentation basins, it owns within the watershed of Los Penasquitos Lagoon (Carmel Valley, Sorrento Valley, Los Penasquitos Canyon, McGonigle Canyon, Carrol Canyon, Lopez Canyon and Soledad Canyon). City will photograph the major erosion control devices identified above by the end of both May and October of each year. City will prepare an annual report, which

will include the photographs, and will generally indicate the state of the devices, whether maintenance was undertaken and, if so, what maintenance was undertaken. The requirement to provide an annual report will continue for ten (10) years from the effective date of this agreement.

City will also attempt to identify and locate privately owned erosion control devices and use whatever contractual, statutory or police power is available to compel the owners of those devices to maintain and repair them. This commitment will also expire at the end of ten (10) years from the effective date of this agreement. At the end of five years from the effective date of this agreement, and at the end of ten years from the effective date of this agreement, City shall prepare a report setting forth in detail all actions it has undertaken to-date to comply with this requirement regarding privately owned devices. Within one year from the effective date of this agreement, City will provide petitioner with a report setting forth the contractual, statutory and/or police power deemed available to compel the owners of privately owned erosion control devices to maintain and repair them.

D. CalTrans will fund an agreed upon level of biological monitoring and research within the Lagoon for a period of thirty (30) years commencing on the effective date of this agreement. The organization or person conducting the monitoring and research, and level of monitoring and research, is subject to agreement between CalTrans and petitioners. CalTrans agrees to

provide a sum not to exceed \$200,000.00 for the program.

E. CalTrans will fund a program through the State Parks Department that will remove exotic vegetation from an approximately 5-6 acre, publicly held area of the Lagoon for a period of six (6) years, commencing on the effective date of this agreement. The extent and other details of the program are subject to agreement between CalTrans and petitioners. CalTrans agrees to provide a sum not to exceed \$100,000.00 for this program.

F. City agrees to construct a fence along a portion of Sorrento Valley Road, between the road and the Lagoon, and adjacent to the Flintcote and Sorrento Associates sites. The location of the fence is generally indicated on Attachment 2 hereto.

The fence shall be designed to prevent or restrict vehicular access to the Lagoon but shall be designed so that it does not prohibit pedestrian access to the Lagoon. Apart from the above described conditions, the specifics of fence design and construction shall be at the sole discretion of City. Construction of the fence will be completed within 9 months of the effective date of this agreement. City agrees that, upon actual notice to it that a breach has occurred in the fence such that vehicles may pass through the fence into the Lagoon, City will undertake to repair the breach. This specific repair obligation shall extend for a period of 15 years from the date the fence is completed.

G. City will pay the sum of \$25,000.00 to petitioners and their attorney of record, Laurens H. Silver, as full compensation for costs and attorney's fees in this case. The payment shall be made within 30 days of the effective date of this agreement. Upon acceptance of that sum from City, petitioners release and discharge respondent and real parties from any further obligation, whether by statute or common law, to pay attorney's fees and costs in connection with this litigation.

H. The measures required to be performed under subsections A-F of this Part shall not be counted as mitigation for any project other than the project that is the subject of the complaint filed in this action on or about October 15, 1990.

The parties also recognize that, pursuant to a Memorandum of Understanding dated July 2, 1990 (City Document No. RR-276062), \$2 million was set aside in a trust fund "for the purpose of acquiring and/or restoring wetlands property within the San Dieguito River Valley Regional Open Space Park." CalTrans and the City agree that none of the measures required to be performed under subsections A-F of this Part shall be funded from that trust fund or any other fund required to be established as a condition of approval of this project by any authorizing or permitting entity.

2. Release and Discharge

In consideration for the payment and actions set forth in Part 1, above, and upon completion thereof, petitioners, their successors or assigns, will completely release and forever

discharge respondent and real parties, their agents, servants, representatives, employees, successors in interest, and assigns of and from any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs, losses of service, expenses and compensation of any nature whatsoever, whether based on tort, contract or other theory of recovery, and whether for compensation or punitive damages, which the petitioners have, or which may hereafter accrue or otherwise be acquired, on account of, or in any way growing out of, or which are the subject of, the complaint in Case No. 629593 and all pleadings in that case, including, without limitation, any and all known or unknown claims which have resulted from the alleged acts or omissions of respondent and real parties. This Release, on the part of the petitioners, shall be a fully binding and complete settlement between the petitioners, respondent and real parties, and each of them, their assigns and successors.

3. Entry of Stipulated Judgment

The parties agree that, upon execution of this agreement, the parties will forthwith execute a Stipulated Judgment in the civil action described in Recital A, above. The Stipulated Judgment will be filed with Court.

The Stipulated Judgment shall provide that it is not a judgment on the merits for any party but is a compromise of a disputed claim. The parties agree that the merits of the litigation shall not be reopened at any time after the effective date of this Settlement Agreement. The Stipulated Judgment is

designed solely as a means of enforcing the terms of this Settlement Agreement as provided in Part 8, below.

4. Excusable Non-Performance  
And Severability

The parties recognize that some or all of the actions described in Part 1, above, will require permits, approvals and/or clearances from various federal, state and local agencies including, but not limited to, Coastal Development Permits issued by City and respondent in their permitting capacity. The actions may also be subject to review under the California Environmental Quality Act, National Environmental Protection Act and/or other federal, state or local laws. City and respondent, in their permitting capacity, commit only to review any relevant application in good faith and in normal course. City and CalTrans commit to make all necessary applications in a timely fashion and without undue delay.

The parties recognize that any applicable permits, approvals or clearances may not be obtained or granted, and any applicable environmental review may determine that the relevant action may not be undertaken under the law. The parties agree that, if such a circumstance occurs, the parties will negotiate in good faith to modify the relevant action so that the applicable permit, approval or clearance may be obtained or the action will clear environmental review. If a permit, approval or clearance for any action cannot be obtained, even after a negotiated modification, performance of that action on the part of real parties is excused but non-performance of that action shall not affect the validity



of the remainder of this agreement. The parties also agree that the excusable non-performance of any action required to be done pursuant to this agreement shall not, in and of itself, excuse the performance of any other action required under this agreement.

5. Conditions Subsequent

The parties recognize that the SR 56 West and CVREP projects are the subject of a pending lawsuit, Del Mar Terrace Conservancy, Inc. v. City of San Diego, et al., Superior Court Case No. 625143, Court of Appeal Case No. D015851. The parties agree that, if the petitioner in the Del Mar Terrace litigation obtains a judgment on the merits in its favor in that litigation, further performance on the part of real parties under this agreement is excused from that date. For purposes of this agreement, that date will be the earlier of: 1) the date a Superior Court enters judgment in favor of the petitioner in that case; or, 2) the date an opinion is filed by a District Court of Appeals or the Supreme Court ordering that judgment be entered in favor of petitioner in that case.

In the event that one of the above described circumstances occurs, and performance under this agreement by real parties becomes excused, the measures required under subsection F of Part 1 will be completed if they have been commenced prior to the date petitioner in the Del Mar Terrace litigation obtains a judgment on the merits in its favor.

In the event that one of the above described circumstances

occurs, and performance under this agreement by real parties becomes excused, performance by real parties will subsequently become required if a further appeal is taken of any such Superior Court judgment or Court of Appeal decision and a District Court of Appeal or the Supreme Court files a final opinion, not subject to further appeal, ordering that judgment be entered denying relief to petitioner in the Del Mar Terrace litigation. The time for which performance by real parties is excused under this paragraph shall not be counted against the time for completion of any act required to be done by real parties in the event that performance by real parties becomes revived under this paragraph. If performance by real parties is excused under this paragraph, but later becomes revived, the time for performance of those obligations required to be performed under subsections A, C, D, E and F of Part 1 will be extended for a period of time equivalent to the time for which performance was excused.

6. Failure of Consideration

The parties recognize that the consideration being received by real parties by this agreement is the ability to proceed with the Projects described in Recital B, above. The parties recognize that circumstances may cause any or all of the Projects to be canceled. If one or more of the Projects is canceled, further performance under this agreement is excused from the date of cancellation and all obligations are discharged. If CVREP alone is cancelled, performance under this agreement is not excused and must be completed provided the I-5/805 Project

and SR 56 West are still allowed to be constructed.

This clause (No. 4) shall not restrict or affect the rights of the parties to modification, reformation or rescission of this agreement as otherwise provided under California law.

7. General Release

Petitioners hereby acknowledge and agree that the Release set forth in Part 2 hereof is a general release and further expressly waive and assume the risk of any and all claims against respondent and real parties arising from the litigation referred to in Recital A, which exist as of this date but of which petitioners do not know or suspect to exist, whether through ignorance, oversight, error, negligence or otherwise, and which, if known, would materially affect petitioners' decision to enter into this Settlement Agreement. Petitioners further agree to accept performance of the actions and payment of the sum specified herein as a complete compromise of matters involving disputed issues of law and fact and assumes the risk that the facts or law may be otherwise than they believe. It is understood and agreed by the parties that this settlement is a compromise of a doubtful and disputed claim, and the performance and payment specified herein is not to be construed as an admission of liability on the part of respondent or real parties, by whom liability is expressly denied.

It is also agreed by the parties that all rights under California Civil Code Section 1542, and any similar law of any state or territory of the United States, are hereby expressly

waived. California Civil Code Section 1542 provides:

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

**8. Enforcement**

The parties agree that the fully executed original of this agreement shall be filed with the Court along with the Stipulated Judgment referenced above. Any party may petition a court of competent jurisdiction for an order enforcing the terms of this agreement pursuant to the Stipulated Judgment. At no time, however, shall the underlying merits of the litigation be reopened or pursued.

**9. Entire Agreement and Successors in Interest**

This Settlement Agreement contains the entire agreement between the petitioners, respondent and real parties with regard to the matters set forth herein and shall be binding upon and enure to the benefit of the executors, administrators, personal representative, heirs, successors and assigns of each. This Settlement Agreement shall be executed in a single original which shall be filed with the Stipulated Judgment referenced above. A conformed copy of the Stipulated Judgment and fully executed copy of the Settlement Agreement will be provided each party.

**10. Representation of Comprehension of Document**

In entering into this Agreement, petitioners, respondent and real parties, and each of them, represent that they have relied upon the legal advice of their attorneys, who

are the attorneys of their own choice, and that the terms of this Agreement are fully understood and voluntarily accepted by them.

**11. Governing Law**

This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of California.

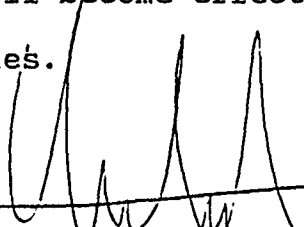
**12. Additional Documents**

All parties agree to cooperate fully and execute any and all supplemental documents and to take all additional lawful and reasonable actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement.

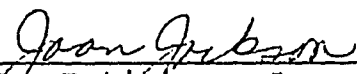
**13. Effectiveness**

This Settlement Agreement shall become effective following execution by all of the parties.

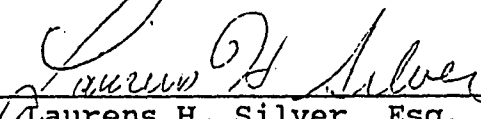
Dated: 8/6/92

By   
For Petitioner Sierra Club  
MICHAEL FISCITELL  
Executive Director

Dated: 8/6/92

By   
For Petitioner League for Coastal Protection  
JOAN JACKSON

Dated: 8/6/92

By   
Laurens H. Silver, Esq.  
Attorney for Petitioners  
Sierra Club and League for Coastal Protection

Dated: 8/20/92 Severo Esquivel  
Severo Esquivel  
Deputy City Manager for  
Real Party City of San Diego

Dated: 8/7/92 JOHN W. WITT, City Attorney

By Leslie J. Girard  
Leslie J. Girard, Deputy  
Attorneys for Real Party  
City of San Diego

Dated: 8/10/92 By Joel Haven  
Joel Haven, Deputy  
District Director, for Real  
Party/CalTrans

Dated: 7 August 1992 By Jeffrey Joseph  
Jeffrey Joseph, Esq.  
Attorney for Real Party  
CalTrans

Dated: 8/11/92 By Peter Vayner  
For Respondent, California  
Coastal Commission

Dated: 8/14/92 By Peter Kaufman  
Peter Kaufman  
Attorney for Respondent  
California Coastal Commission






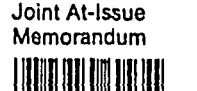

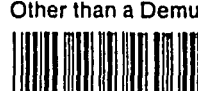
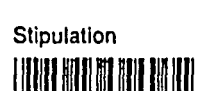


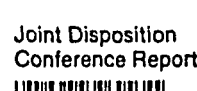


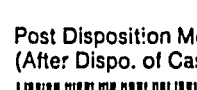

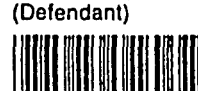
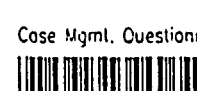
**SAN DIEGO SUPERIOR COURT  
DOCUMENT CONTROL INFORMATION — CIVIL PROCEDURES**


DOWNTOWN <input checked="" type="checkbox"/> S37000	NORTH COUNTY <input type="checkbox"/> S37001	EAST COUNTY <input type="checkbox"/> S37002	SOUTH BAY <input type="checkbox"/> S37003	CASE NUMBER 629593
--	---	--	--	-----------------------

I/C Judge Wayne L. Peterson Department 16  
 name

Master Calendar

FILING TYPE: One box must be checked for each type of document

PLAINTIFF ONLY	DEFENDANT ONLY	PLAINTIFF OR DEFENDANT
<input type="checkbox"/> Certificate of Service (All Parties Served)  2B15	<input type="checkbox"/> Certificate of Inability to Respond  3C5	<input type="checkbox"/> Certificate Re: At-Issue Not Filed/ Motion to Enlarge/Inability to File At-Issue Memo  3C9
<input type="checkbox"/> Certificate of Progress  3C1	<input type="checkbox"/> Answer/Response to Complaint  B60	<input type="checkbox"/> Joint At-Issue Memorandum  B54
<input type="checkbox"/> Notice of Death of Plif.  B522B86	<input type="checkbox"/> General Appearance CCP 1014 Other than a Demurrer or Answer  3C15	<input type="checkbox"/> Stipulation  3C26
<input type="checkbox"/> Request to Enter Default  3C27	<input type="checkbox"/> Demurrer  3C4	<input type="checkbox"/> Joint Disposition Conference Report  2B4
<input type="checkbox"/> Certificate of Inability to Request Default  3C8	<input type="checkbox"/> Predisposition Motion (Prior to Dispo. of case)  3C10	<input type="checkbox"/> Post Disposition Motion (After Dispo. of Case)  3C21
<input type="checkbox"/> Predisposition Motion (Prior to Dispo. of Case)  3C11	<input type="checkbox"/> Cross-Complaint Pleading (Defendant)  3C25	<input type="checkbox"/> Case Mgmt. Questionnaire  2B16
<input type="checkbox"/> Other Plaintiff Document	<input checked="" type="checkbox"/> Other Defendant Document	<input type="checkbox"/> Lienholder Only or Intervenor Only

FILED ON BEHALF OF: (Attach additional sheets if necessary)	Name <u>Defendant City of San Diego</u>	END  ZA
NEW PARTY NAME:	_____	

ATTORNEY OF RECORD: (Change of Attorney requires written notification to the court)

NAME: <u>Leslie J. Girard, Deputy</u>	FIRM: <u>JOHN W. WITT, City Attorney</u>
ADDRESS: <u>525 "B" St., Suite 2100</u>	BAR # <u>98986</u>
CITY <u>San Diego</u> ST <u>CA</u> ZIP <u>92101</u>	PHONE: ( 619 ) <u>533-4700</u>

**WARNING: MARKING THE WRONG BOX OR FILING A WRONG FORM MAY RESULT IN A FAILURE TO COMPLY WITH COURT RULES.**