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FEB 23 2010

COASTAL CONSERVANCY
OAKLAND, CALIF.

SUM-100

SUMMONS
(CITACION JUDICIAL)

NOTICE TO RESPONDENT / DEFENDANT; REAL PARTY IN INTEREST:
(AVISO AL DEMANDADO):
MOUNTAINS RECREATION AND CONSERVATION AUTHORITY; GOVERNING BOARD OF THE MOUNTAINS RECREATION AND CONSERVATION AUTHORITY; CALIFORNIA COASTAL CONSERVANCY; BOARD OF DIRECTORS OF THE CALIFORNIA COASTAL CONSERVANCY; DOES 1 through 50, inclusive. CITY OF MALIBU, Real Party in Interest

YOU ARE BEING SUED BY PETITIONER / PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
MALIBU-ENCINAL HOMEOWNERS ASSOCIATION

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)
CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

FEB 11 2010

John A. Clarke, Executive Officer/Clerk
By [signature], Deputy
Ker LaFleur-Clayton

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (*www.lawhelpcalifornia.org*), the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of $10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de $10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):
LOS ANGELES SUPERIOR COURT
111 North Hill Street
Los Angeles, CA 900012

CASE NUMBER:
(Número del Caso):
BS124911

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Allan J. Abshez, GREENBERG TRAURIG, LLP, 2450 Colorado Avenue, Suite 400 East,
Santa Monica, CA 90404, Telephone: (310) 586-7700

DATE: February 11, 2010 Clerk, by AMBER LaFLEUR-CLAYTON, Deputy
(Fecha) JOHN A. CLARKE, C.E.O. *(Secretario)* *(Adjunto)*

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]
FEB 11 2010

NOTICE TO THE PERSON SERVED: You are served
1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of *(specify)*:
3. ☒ on behalf of *(specify)*: California Coastal Conservancy
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☒ other *(specify)*: BUSINESS ORGANIZATION FORM UNKOWN
4. ☐ by personal delivery on *(date)*: 2/23/10

COPY

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Allan J. Abshez (SBN 115319)
GREENBERG TRAURIG LLP
2450 Colorado Avenue, Suite 400E
Santa Monica, CA 90404
TELEPHONE NO.: 310-586-7700 FAX NO.: 310-586-7800
ATTORNEY FOR (Name): Malibu-Encinal Homeowners Association

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Los Angeles Superior Court

FEB 11 2010

John A. Clarke, Executive Officer/Clerk
By [illegible] Deputy
Kel Carlson-Gaynor

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
STREET ADDRESS: 111 North Hill Street
MAILING ADDRESS:
CITY AND ZIP CODE: Los Angeles, CA 900012
BRANCH NAME: Central District

CASE NAME: Malibu-Encinal Homeowners Association v. Mountains Recreation and Conservation Authority, et al.

CASE NUMBER: BS124911 [redacted]

JUDGE:

DEPT:

CIVIL CASE COVER SHEET

☐ **Unlimited** (Amount demanded exceeds $25,000)
☒ **Limited** (Amount demanded is $25,000 or less)

Complex Case Designation

☐ **Counter** ☐ **Joinder**

Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort
- ☐ Auto (22)
- ☐ Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
- ☐ Asbestos (04)
- ☐ Product liability (24)
- ☐ Medical malpractice (45)
- ☐ Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort
- ☐ Business tort/unfair business practice (07)
- ☐ Civil rights (08)
- ☐ Defamation (13)
- ☐ Fraud (16)
- ☐ Intellectual property (19)
- ☐ Professional negligence (25)
- ☐ Other non-PI/PD/WD tort (35)

Employment
- ☐ Wrongful termination (36)
- ☐ Other employment (15)

Contract
- ☐ Breach of contract/warranty (06)
- ☐ Rule 3.740 collections (09)
- ☐ Other collections (09)
- ☐ Insurance coverage (18)
- ☐ Other contract (37)

Real Property
- ☐ Eminent domain/Inverse condemnation (14)
- ☐ Wrongful eviction (33)
- ☐ Other real property (26)

Unlawful Detainer
- ☐ Commercial (31)
- ☐ Residential (32)
- ☐ Drugs (38)

Judicial Review
- ☐ Asset forfeiture (05)
- ☐ Petition re: arbitration award (11)
- ☒ Writ of mandate (02)
- ☐ Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)
- ☐ Antitrust/Trade regulation (03)
- ☐ Construction defect (10)
- ☐ Mass tort (40)
- ☐ Securities litigation (28)
- ☐ Environmental/Toxic tort (30)
- ☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment
- ☐ Enforcement of judgment (20)

Miscellaneous Civil Complaint
- ☐ RICO (27)
- ☐ Other complaint *(not specified above)* (42)

Miscellaneous Civil Petition
- ☐ Partnership and corporate governance (21)
- ☐ Other petition *(not specified above)* (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
   a. ☐ Large number of separately represented parties
   b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
   c. ☐ Substantial amount of documentary evidence
   d. ☐ Large number of witnesses
   e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
   f. ☐ Substantial postjudgment judicial supervision
3. Remedies sought *(check all that apply)*: a. ☐ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action *(specify)*: 13
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. *(You may use form CM-015.)*

Date: February 11, 2010

ALLAN J. ABSHEZ
(TYPE OR PRINT NAME)

▶ [signature]
(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on **all** other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

COPY

SHORT TITLE: MEHOA v. MRCA, et al.	CASE NUMBER BS124911 [redacted]

CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION (CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

This form is required pursuant to LASC Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☐ YES CLASS ACTION? ☐ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL 2 ☐ HOURS/ ☒ DAYS.

Item II. Select the correct district and courthouse location (4 steps - If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet Form, find the main civil case cover sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Los Angeles Superior Court Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

1. Class Actions must be filed in the County Courthouse, Central District.
2. May be filed in Central (Other county, or no Bodily Injury/Property Damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office.

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	☐ A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	☐ A7110 Personal Injury/Property Damage/Wrongful Death - Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	☐ A6070 Asbestos Property Damage	2.
		☐ A7221 Asbestos- Personal Injury/Wrongful Death	2.
	Product Liability (24)	☐ A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	☐ A7210 Medical Malpractice - Physicians & Surgeons	1., 2., 4.
		☐ A7240 Other Professional Health Care Malpractice	1., 2., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	☐ A7250 Premises Liability (e.g., slip and fall)	1., 2., 4.
		☐ A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 2., 4.
		☐ A7270 Intentional Infliction of Emotional Distress	1.,2., 3.
		☐ A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	☐ A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 2., 3.
	Civil Rights (08)	☐ A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	☐ A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	☐ A6013 Fraud (no contract)	1., 2., 3.

SHORT TITLE: MEHOA v. MRCA, et al.	CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons -See Step 3 Above
Non-Personal Injury/Property Damage/ Wrongful Death Tort (Cont'd.)	Professional Negligence (25)	☐ A6017 Legal Malpractice	1., 2., 3.
		☐ A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3.
	Other (35)	☐ A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Employment	Wrongful Termination (36)	☐ A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	☐ A6024 Other Employment Complaint Case	1., 2., 3.
		☐ A6109 Labor Commissioner Appeals	10.
Contract	Breach of Contract/ Warranty (06) (not insurance)	☐ A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction)	2., 5.
		☐ A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)	2., 5.
		☐ A6019 Negligent Breach of Contract/Warranty (no fraud)	1., 2., 5.
		☐ A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1., 2., 5.
	Collections (09)	☐ A6002 Collections Case-Seller Plaintiff	2., 5., 6
		☐ A6012 Other Promissory Note/Collections Case	2., 5.
	Insurance Coverage (18)	☐ A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	☐ A6009 Contractual Fraud	1., 2., 3., 5.
		☐ A6031 Tortious Interference	1., 2., 3., 5.
		☐ A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 8.
Real Property	Eminent Domain/Inverse Condemnation (14)	☐ A7300 Eminent Domain/Condemnation Number of parcels _____	2.
	Wrongful Eviction (33)	☐ A6023 Wrongful Eviction Case	2 , 6.
	Other Real Property (26)	☐ A6018 Mortgage Foreclosure	2., 6.
		☐ A6032 Quiet Title	2. ,6.
		☐ A6060 Other Real Property(not eminent domain, landlord/tenant, foreclosure)	2., 6.
Judicial Review Unlawful Detainer	Unlawful Detainer-Commercial (31)	☐ A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Residential (32)	☐ A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Drugs (38)	☐ A6022 Unlawful Detainer-Drugs	2. ,6.
	Asset Forfeiture (05)	☐ A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	☐ A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.

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SHORT TITLE: MEHOA v. MRCA, et al.	CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review (Cont'd.)	Writ of Mandate (02)	☒ A6151 Writ - Administrative Mandamus ☐ A6152 Writ - Mandamus on Limited Court Case Matter ☐ A6153 Writ - Other Limited Court Case Review	(2.) 8. 2. 2.
	Other Judicial Review (39)	☐ A6150 Other Writ /Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	☐ A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	☐ A6007 Construction defect	1., 2., 3.
	Claims Involving Mass Tort (40)	☐ A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	☐ A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	☐ A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	☐ A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	☐ A6141 Sister State Judgment ☐ A6160 Abstract of Judgment ☐ A6107 Confession of Judgment (non-domestic relations) ☐ A6140 Administrative Agency Award (not unpaid taxes) ☐ A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax ☐ A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8. ,9.
Miscellaneous Civil Complaints	RICO (27)	☐ A6033 Racketeering (RICO) Case	1., 2.,8.
	Other Complaints (Not Specified Above) (42)	☐ A6030 Declaratory Relief Only ☐ A6040 Injunctive Relief Only (not domestic/harassment) ☐ A6011 Other Commercial Complaint Case (non-tort/non-complex) ☐ A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
	Partnership Corporation Governance(21)	☐ A6113 Partnership and Corporate Governance Case	2., 8.
Miscellaneous Civil Petitions	Other Petitions (Not Specified Above) (43)	☐ A6121 Civil Harassment ☐ A6123 Workplace Harassment ☐ A6124 Elder/Dependent Adult Abuse Case ☐ A6190 Election Contest ☐ A6110 Petition for Change of Name ☐ A6170 Petition for Relief from Late Claim Law ☐ A6100 Other Civil Petition	2., 3. ,9. 2., 3., 9. 2., 3. ,9. 2. 2., 7. 2., 3. ,4., 8. 2., 9.

SHORT TITLE:	CASE NUMBER
MEHOA v. MRCA, et al.	

Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE			ADDRESS:
☐ 1. ☒ 2. ☐ 3. ☐ 4. ☐ 5. ☐ 6. ☐ 7. ☐ 8. ☐ 9. ☐ 10.			
CITY: Malibu	STATE: CA	ZIP CODE: 90265	

Item IV. *Declaration of Assignment:* I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Superior courthouse in the Central District of the Los Angeles Superior Court (Code Civ. Proc., § 392 et seq., and LASC Local Rule 2.0, subds. (b), (c) and (d)).

Dated: February 11, 2010

(SIGNATURE OF ATTORNEY/FILING PARTY)
Allan J. Abshez, Attorney for Petitioner and Plaintiff, Malibu-Encinal Homeowners Association

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet form CM-010.
4. Complete Addendum to Civil Case Cover Sheet form LACIV 109 (Rev. 01/07), LASC Approved 03-04.
5. Payment in full of the filing fee, unless fees have been waived.
6. Signed order appointing the Guardian ad Litem, JC form FL-935, if the plaintiff or petitioner is a minor under 18 years of age, or if required by Court.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

American LegalNet, Inc. www.FormsWorkflow.com

COPY

GREENBERG TRAURIG, LLP
ALLAN J. ABSHEZ (SBN 115319)
ELIZABETH A. CAMACHO (SBN 171997)
2450 COLORADO AVENUE, SUITE 400E
Santa Monica, California 90404
Telephone: (310) 586-7700
Facsimile: (310) 586-7800

Attorneys for Petitioner/Plaintiff
Malibu-Encinal Homeowners Association

D85 James Chalfant

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Los Angeles Superior Court

FEB 11 2010

John A. Clarke, Executive Officer/Clerk
By [signature], Deputy
KEI LeFLEUR-CLAYTON

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MALIBU-ENCINAL HOMEOWNERS ASSOCIATION, Petitioner and Plaintiff, vs. MOUNTAINS RECREATION AND CONSERVATION AUTHORITY; GOVERNING BOARD OF THE MOUNTAINS RECREATION AND CONSERVATION AUTHORITY; CALIFORNIA COASTAL CONSERVANCY; BOARD OF DIRECTORS OF THE CALIFORNIA COASTAL CONSERVANCY; DOES 1 through 50, inclusive, Respondents and Defendants. CITY OF MALIBU , Real Party in Interest	CASE NO. BS124911 [redacted] **PETITION FOR PEREMPTORY WRIT OF MANDATE (CCP § 1085), OR ALTERNATIVELY ADMINISTRATIVE MANDAMUS (CCP § 1094.5), AND COMPLAINT FOR QUIET TITLE, DECLARATORY AND INJUNCTIVE RELIEF (CCP § 1060)**

THE HONORABLE JUDGE OF THE SUPERIOR COURT:

Petitioner/Plaintiff Malibu-Encinal Homeowners Association ("MEHOA") petitions this Court for a writ of mandate under California Code of Civil Procedure sections 1085 and/or 1094.5 and seeks declaratory, injunctive and other relief and by this verified Petition and Complaint, and alleges as follows:

THE PARTIES

1. Petitioner/Plaintiff MEHOA is a California nonprofit mutual benefit corporation and is the homeowner association for the private common-interest subdivision known as "Malibu Encinal" that includes Lechuza Beach. MEHOA is the successor in interest to the original homeowner association established under the Declaration as to Establishment of Conditions, Restrictions, Covenants, reservations, Liens and Charges Affecting that Certain Real Property known as Malibu Encinal, recorded September 6, 1932 (the "CC&Rs"). MEHOA is authorized under the CC&R's to "provide for the upkeep, maintenance and purchase of all streets, walks, easements, reservations, community beach and/or community park areas" in the Malibu Encinal tract. MEHOA has the right and power to interpret and enforce the CC&R's pursuant to its articles and bylaws. MEHOA represents the interests of its members who own property in Malibu-Encinal. MEHOA also owns fee title and other interests in real property located in the Malibu Encinal tract. MEHOA and its individual members have been and will be adversely affected by the acts and failures to act complained of herein.

2. MEHOA is informed and believes, and based upon such information and belief alleges, that Respondent/Defendant Mountains Recreation and Conservation Authority ("MRCA") is a joint exercise of powers authority established pursuant to Section 6500 of the Government Code and a joint exercise of powers agreement entered into by and between the Santa Monica Mountains Conservancy (the "SMMC"), a public agency of the State of California established pursuant to Division 23 of the Public Resources Code (Section 33000 et seq.), and the Conejo Recreation and Park District and the Rancho Simi Recreation and Park District, each a public agency duly constituted body corporate and politic of the State of California established pursuant to Chapter 4, Division 5, of the Public Resources Code.

3. MEHOA is informed and believes, and based upon such information and belief alleges, that Respondent/Defendant Governing Board of the Mountains Recreation and Conservation Authority ("MRCA Governing Board") is an entity authorized by the MRCA Joint Exercise of Powers Agreement to govern and act on behalf of the MRCA.

4. As a joint powers agency, the MRCA's jurisdiction is limited to that of its constituent members, and its powers are limited to those of its constituent members, as may be further restricted by the joint powers agreement among its members. Pursuant to Public Resources Code § 33008(c), the Santa Monica Mountains Conservancy is prohibited from regulating private property. None of the other constituent members of the MRCA have the authority to regulate private property.

5. Respondent/Defendant California Coastal Conservancy (the "Conservancy") is a state agency organized and existing pursuant to California Public Resources Code Section 31000 et seq.

6. MEHOA is informed and believes, and based upon such information and belief alleges, that Respondent/Defendant Board Of Directors of the California Coastal Conservancy ("Conservancy Board") is an entity authorized to govern and act on behalf of the Conservancy.

7. Real Party In Interest City of Malibu ("City") is a municipal corporation organized and existing under the laws of the State of California and situated in Los Angeles County. In the action complained of herein, all of Petitioner's/Plaintiff's property interests are located within the City. The City is responsible for issuing Coastal Development Permits under the Coastal Act and the City of Malibu Local Coastal Program and for completing environmental review for Coastal Development Permits in accordance with the requirements of the California Environmental Quality Act (Public Resources Code 21000 *et seq*; "CEQA").

8. The true names and capacities of DOES 1 through 50, inclusive, whether individual, corporate, associate, agency or otherwise, are unknown to MEHOA, who names these DOES by said fictitious names and who will seek leave of the court to amend this Petition and Complaint to show their true names and capacities when the same have been ascertained.

9. On February 9, 2010, Petitioners/Plaintiffs mailed notice to the Respondents/Defendants of the commencement of this action pursuant to California Public Resources Code section 21167.5.

Attached hereto as Exhibit A are true and correct copies of the Notice of Commencement of Action, dated February 9, 2010.

FACTUAL ALLEGATIONS

General Background

10. In or about September, 1932, the Marblehead Land Company created a private common-interest subdivision known as "Malibu Encinal" pursuant to Tract No. 10630, recorded as numbers 841 to 846, September 23, 1932, Book 181 Pages 6 through 11 (the "Tract"). Malibu-Encinal consists of approximately 170 lots located in the City of Malibu, seaward of Broad Beach Road.

11. The Marblehead Land Company recorded the CC&R's, which contain covenants, conditions, restrictions, rules and limitations regarding land use within Malibu Encinal. The CC&R's are recorded against every parcel within Malibu Encinal, and by its terms are binding on all owners of land or interests in any lot, or any part thereof, of the Tract. The CC&R's also create and govern certain private easements within the Tract.

12. The CC&R's provide that the lots in the Tract are to be used for family residences only.

13. The CC&R's prohibit the erection, alteration, or maintenance of any building, dwelling house, fence, wall, sidewalk, steps, beach awnings, beach tent, pole or structure on any part of the Tract until plans and specifications have been approved in writing by the MEHOA Architectural Committee.

14. The CC&R's prohibit the placement of signs on the lots unless permitted by the Architectural Committee as to form, content and appearance.

15. The CC&R's prohibit any outhouses on any lot.

16. The CC&R's provide for private easements over beach Lots 124 to 139 and Lots 141 to 159 in favor of the Grantor, its successors in interest and assigns, and each homeowner in the Tract. The easement may be used by each homeowner for pedestrian travel, bathing and recreational purposes and all purposes incidental thereto, but not for camping, erecting tents or buildings, landing or launching boats or lighting fires.

17. The covenants and restrictions of the CC&R's run with the land as to all owners of the lots, including all original grantors.

18. Malibu-Encinal includes Lechuza Beach, a "pocket beach," approximately one quarter mile long, located in the City of Malibu between Broad Beach Road and the Pacific Ocean.

19. Most of the lots in Malibu Encinal are developed with residences.

20. The City of Malibu Local Coastal Program designates portions of Malibu Encinal as an Environmentally Sensitive Habitat Area.

21. Malibu Encinal contains environmental resources including sensitive species and habitat, watersheds and shoreline resources.

Public Access to Lechuza Beach through Malibu Encinal

22. Historically, Malibu-Encinal was a private residential community.

23. As early as the 1950's, the individual owners of Malibu Encinal, together with MEHOA, voluntarily permitted members of the public permission to pass over private property in Malibu Encinal so as to permit public access to Lechuza Beach. This public access was limited to pedestrian access from Broad Beach road down one of three improved access routes: (1) West Sea Level Drive; (2) East Sea Level Drive; and (3) a pedestrian trail that commences at Broad Beach Road and Bunnie Lane (Lot I). Public access was limited to daylight hours only.

The California Conservancy's Efforts to Avoid Residential Development on Lechuza Beach

24. In or about 1990, Lechuza Villas West, a California limited partnership, ("LVW") purchased unimproved beach lots in Malibu Encinal with the intent of developing residential homes directly on Lechuza Beach.

25. LVW submitted several development proposals to the California Coastal Commission ("Coastal Commission") to obtain the necessary permits to develop the property. The Coastal Commission denied each of these permit applications. The Coastal Commission found, among other things, that the proposed development was inconsistent with the Coastal Act, could cause erosion on nearby beaches and would have severe impacts on coastal resources.

26. LVW subsequently commenced litigation challenging the Coastal Commission's denial of its applications and seeking to resolve a dispute with the State Lands Commission with respect to the permissibility of its proposed development on Lechuza Beach.

27. In or about 1999, the Conservancy began working with LVW and the State Lands Commission to investigate whether such litigation could be settled through public acquisition of LVW's interests at Lechuza Beach.

28. The Conservancy's objectives in pursuing a public acquisition of such interests were to put an end to further development proposals at Lechuza Beach and ensure that public access to Lechuza Beach would continue to be provided.

29. The Conservancy structured a proposed acquisition for fee title interests and/or access easement interests to lots 140-156, U, 76, I and A located within the Tract.

30. The Conservancy's initially proposed acquisition structure provided for the Conservancy to allocate funding for the purchase and manage the beach interests, with the State Lands Commission holding title to the property interests. Following the acquisition, public access would continue in the same manner as permitted by MEHOA since 1991 while the Conservancy developed and adopted a management plan for the beach. Once the management plan was adopted, the Conservancy would contract with an agency or non-profit entity to manage the implementation and operation of the plan.

31. The Conservancy subsequently selected the MRCA as the entity to hold title to the Lechuza Beach interests on its behalf and for the purpose of managing the Lechuza Beach interests for the Conservancy. In or about June, 2001, the Conservancy approved a Grant Agreement between the Conservancy and MRCA (the "Conservancy Grant Agreement") for the acquisition.

32. The Conservancy's October 26, 2000 staff report, which is incorporated into the Conservancy Grant Agreement, states that:

> "The [Coastal] Conservancy will work with the MRCA, the State Lands Commission, the Coastal Commission, local governments, the Malibu-Encinal Homeowners Association, and other interested parties to develop agreements for the management of the beach."

33. The Conservancy's October 26, 2000 staff report, which is incorporated into the Conservancy Grant Agreement, states that "the Conservancy would continue to be responsible for the development of this management planning."

34. The Conservancy's October 26, 2000 staff report, which is incorporated into the Conservancy Grant Agreement, specifically provides that:

"Initially, and until a management plan is developed, no additional improvements would be installed. Pending completion of a management plan, public beach use would continue in the same manner as has been permitted and signed since 1991; during daylight hours, by pedestrian access from Broad Beach Road down either of the three improved routes of access, and with no support facilities such as restrooms or water service... In the longer term, an evaluation will be made of what physical improvements would be desirable to support or increase public access to Lechuza Beach..."

35. The Conservancy's October 26, 2000 staff report, which is incorporated into the Conservancy Grant Agreement, further describes the public access to be maintained pending the Conservancy's completion of the management plan stating:

"The public has had access to the beach since 1991 when permission was granted by the current landowners and by the local homeowners' association. The public is currently permitted to enter through either of three metal gates, located along Broad Beach Road at East Sea Level Drive, West Sea Level Drive and across from the Bunny Lane intersection, each of which bears a sign indicating that public access is permitted. No public vehicular access is permitted, and the conditions of use include a limit to daylight hours and restrictions on fires, dogs, and boat launching."

36. The Conservancy found that approval of the Grant Agreement was exempt from review under the California Environmental Quality Act ("CEQA") because the required environmental review for any change in the status quo would take place before a management plan was adopted, any development was approved, or there was any change in the status quo with respect to public access. The Conservancy's October 26, 2000 staff report, which is incorporated into the Conservancy Grant Agreement, made the following findings of fact regarding the proposed CEQA exemption:

"The project is limited to the acquisition of property as public parkland for the purpose of preserving natural open space and permitting access to the beach. No management plan has been prepared for the public park, and no development of additional facilities will take place until a management plan and environmental analysis has been approved. Until that occurs, public use will continue in the same manner as has been permitted by the private landowners since 1991. As a consequence, the proposed project will consist solely of the continued operation of trails, involving negligible or no expansion of use beyond that previously existing, and will not result in any physical effect on the environment."

37. Pursuant to the Conservancy Grant Agreement, MRCA received

(a) a grant deed conveying fee title to lots 140 - 156 and "Lot U" (located on the sand), lot 76 (located on the bluff face), "Lot I" (a pedestrian access trail commencing at the intersection of Broad Beach Road and Bunnie Lane), and a portion of Lot A located primarily on the beach and certain other parcels (the "MRCA Grant Deed"); and

(b) an access easement over portions of Lot A commonly known as West Sea Level Drive and East Sea Level Drive, fee title to which is now owned by MEHOA (the MRCA Access Easement").

38. The property interests conveyed by the MRCA Grant Deed and the MRCA Access Easement are referred to hereinafter collectively as the "Lechuza Beach Interests."

39. The requirements and restrictions of the Grant Agreement described in Paragraphs 31 through 36 above were incorporated into the MRCA Grant Deed as Restrictive Covenants.

40. The Grant Deed provides that if the requirements and restrictions of the Conservancy Grant Agreement described in Paragraphs 31 through 36 are violated, MRCA's right, title and interest "shall automatically vest in the State of California for the benefit of the Conservancy or its successor . . . ."

41. The MRCA Access Easement expressly limits public access to pedestrian ingress and egress over West Sea Level Drive and East Sea Level Drive during daylight hours to the properties owned by MRCA within the Tract.

42. The MRCA Access Easement requires the maintenance of pedestrian access gates on West Sea Level Drive at (1) the entrance from Broad Beach Road to West Sea Level Drive and (2) the termination of West Sea Level Drive on Lechuza Beach, and on East Sea Level Drive at the entrance from Broad Beach Road (the "Sea Level Drive Gates"), and requires that they be in good working order and closed and locked during non-daylight hours.

43. The MRCA Access Easement restricts vehicular access over West Sea Level Drive and East Sea Level Drive to ingress and egress for (1) emergency, maintenance and services access to the properties owned by MRCA within the Tract; and (2) vehicles exhibiting Disabled Persons Parking placards or plates issued by the California Department of Motor Vehicles and occupied by persons with disabilities.

44. The MRCA Access Easement restricts parking on West Sea Level Drive and East Sea Level Drive to four spaces for vehicles exhibiting Disabled Persons Parking placards or plates issued by the California Department of Motor Vehicles, the specific locations of which have been approved by MEHOA.

The Lechuza Beach Project

45. Subsequent to acquiring title to the Lechuza Beach Interests, the MRCA undertook a project consisting of changes to the physical environment, improvements and operation of Lechuza Beach (the "Lechuza Beach Project").

46. The Lechuza Beach Project requires a Coastal Development Permit from the City of Malibu.

47. The Lechuza Beach Project constitutes a "project" under CEQA.

48. In taking the actions alleged herein with respect to the Lechuza Beach Project, Lechuza Beach Interests and Malibu Encinal, the MRCA was acting for its own account and as the agent of the Conservancy under the Conservancy Grant Agreement.

49. In or about 2007, the MRCA filed an application with the City of Malibu for a Coastal Development Permit (the "MRCA CDP Application") seeking authorization under the City's Local Coastal Program for the Lechuza Beach Project.

50. Upon information and belief, since 2007 MRCA has repeatedly amended or modified the MRCA CDP Application.

51. Upon information and belief the MRCA CDP Application has been and remains deemed incomplete by the City of Malibu.

52. CEQA analysis for the Lechuza Beach Project has not been prepared or completed as required by CEQA.

MRCA's Removal of the Gate at Bunnie Lane

53. On or about January 5, 2010 the MRCA caused the removal of the existing gate on Broad Beach Road at the intersection of Bunnie Lane, at the entrance to the pedestrian trail on Lot I (the "Bunnie Lane Gate").

54. No CEQA review was performed for the removal of the Bunnie Lane Gate.

55. The MRCA's removal of the Bunnie Lane Gate constitutes the commencement of the Lechuza Beach Project in advance of the approval of a Coastal Development Permit and CEQA analysis, and in violation of the restrictions of the Conservancy Grant Agreement, the MRCA Grant Deed, and the MRCA Access Easement.

56. In a February 1, 2010 letter the City notified the MRCA that the removal of the Bunnie Lane Gate created an "alarming safety hazard" and an "unsafe condition" and that "immediate attention is required to secure the area." The City stated that it was unaware of any review of the potential environmental impact of the MRCA's action removing the Bunnie Lane Gate and that the MRCA was improperly "proceeding piecemeal to obtain approval of a comprehensive plan."

MRCA's Actions of January 6, 2010

57. On January 6, 2010 the MRCA Governing Board conducted a public hearing regarding, and approved, Resolution 10-13 (the "January 6 Resolution") adopting an "Initial Management Plan" for Lechuza Beach.

58. The MRCA did not provide MEHOA or the individual property owners of Malibu Encinal with mailed notice of the January 6th public hearing regarding, and the proposed adoption of, the January 6 Resolution.

59. Among other things, the Initial Management Plan purports to authorize the enforcement on private easements (held by individual MEHOA members) and on East and West Sea Level Drive (which is private property owned by MEHOA), of the Malibu Municipal Code's prohibition of:

(a) access to the beach between midnight and 6 a.m.

(b) dogs; and

(c) alcoholic beverages

60. The Initial Management Plan seeks to impose restrictions on the private property rights of MEHOA and its members. Specifically, Section 3.3 of the Initial Management Plan provides that:

> "The provisions of this plan shall apply equally to all persons, whether or not they are members of the Malibu-Encinal Homeowners Association or are members of the general public using, or seeking to use, property of the Authority acquired by virtue of a grant from the State Coastal Conservancy using proceeds from General Obligation Bonds of the State of California. It shall not be a defense to a violation of this plan that a person is a member of the Malibu-Encinal Homeowners Association, or a member of the family of such member, where such membership is asserted as a defense to what would otherwise be a violation of the provisions of this management plan."

61. The Initial Management Plan purports to authorize the Executive Officer of the MRCA to cause the immediate removal of improvements deemed "unpermitted" by the MRCA without regard to

the ownership or location of such improvements or the final determination, after due process, by an authority with jurisdiction that such improvements are "unpermitted."

62. In adopting the January 6 Resolution, the MRCA found that the January 6 Resolution was exempt from CEQA review because environmental review of the Lechuza Beach Project (including the Initial Management Plan) would be conducted at some time in the future.

63. The MRCA's adoption of the Initial Management Plan pursuant to the January 6 Resolution constitutes the commencement of the Lechuza Beach Project in advance of the approval of a Coastal Development Permit and CEQA analysis, was in violation of the restrictions of the Conservancy Grant Agreement, the MRCA Grant Deed, and the MRCA Access Easement and is an unlawful attempt by the MRCA to regulate private property.

64. MEHOA objected to the January 6, 2010 meeting and to the Governing Board's consideration and adoption of the January 6 Resolution in a letter dated January 6, 2010 and through oral testimony at the January 6, 2010 hearing. In the January 6, 2010 letter, MEHOA informed the MRCA that the actions contemplated by the agenda for the January 6 meeting would substantially affect the property rights of MEHOA and its individual members, yet the MRCA has not afforded MEHOA and its members reasonable notice and opportunity to be heard by MRCA. The January 6 letter further objected to the proposed actions on the grounds that they purported to impose regulations over privately owned property of MEHOA and its individual members, and in violation of the CC&R's. The January 6 letter objected on the grounds that the Initial Management Plan contemplates improvements and alterations to the physical environment that are one project under CEQA and that the Conservancy required that environmental analysis under CEQA take place before a management plan was approved or there was any change in the operation of the beach. MEHOA's January 6, 2010 letter requested that the MRCA take no action on the Lechuza Beach agenda items until MEHOA and its members were afforded proper notice and opportunity to be heard and until after environmental review had been completed in compliance with CEQA, including without limitation review of the ecological, aesthetic and geotechnical impacts of construction of ramps, bluff platforms and stairways on areas known to be subject to flooding and soil instability, as well as land use and compatibility, public safety, security and sanitation impacts.

The MRCA's Actions of January 25, 2010

65. On January 25, 2010 the MRCA Governing Board conducted a public hearing regarding, and adopted, Resolution 10-14 (the "January 25 Resolution").

66. The MRCA did not provide MEHOA or the individual property owners of Malibu Encinal with mailed notice of the January 25th public hearing regarding, and the proposed adoption of, the January 25 Resolution.

67. The January 25 Resolution changes and increases the scope of the Lechuza Beach Project and by authorizing changes to the MRCA CDP Application. Specifically, the MRCA authorized the addition of proposals for:

(a) A restroom facility on Sea Level Drive.

(b) A ramp structure between the proposed viewing platform and beach adjacent to East Sea Level Drive.

(c) A twenty-four-foot-wide access road on land not owned by the MRCA, between Broad Beach Road and the terminus of West Sea Level Drive, to serve the Lechuza Beach Project as well as additional private development by a third-party private developer. The scope of such additional private development and the identity of the third-party private developer is not disclosed in the January 25 Resolution.

68. Although the January 25 Resolution changed and increased the scope of the Lechuza Beach Project, the MRCA found it was exempt from CEQA review because environmental review of the Lechuza Beach Project (including the new improvements added on January 25th and the unspecified private development) would be conducted at some time in the future.

69. MEHOA objected to the MRCA Governing Board's January 25, 2010 meeting and to its consideration and adoption of the January 25 Resolution in a letter dated January 25, 2010 and through oral testimony at the January 25, 2010 hearing. In the January 25, 2010 letter, MEHOA objected that the actions contemplated by the agenda for the January 25 meeting would substantially affect the property rights of MEHOA and its individual members, yet the MRCA has not afforded MEHOA and its members reasonable notice and opportunity to be heard by MRCA. The January 25 letter also

incorporated the objections set forth in MEHOA's letter of January 6, 2010. MEHOA's January 25 letter requested that the MRCA take no action on the Lechuza Beach agenda items.

70. MEHOA further objected to the removal of the Bunnie Lane Gate and the adoption of the Initial Management Plan, January 6 Resolution and January 25 in a February 1, 2010, letter to the Conservancy and in oral testimony at the February 4, 2010 meeting of the Conservancy Board, at which the Conservancy Board reviewed the Lechuza Beach Project and the objections raised by MEHOA.

FIRST CAUSE OF ACTION - WRIT OF MANDATE

(Violation of Due Process)

(Against All Respondents/Defendants)

(Cal. Code Civ. Proc. § 1085)

71. MEHOA realleges and incorporates herein by this reference as though the same were fully set forth herein each and every allegation and Exhibit set forth in Paragraphs 1 through 70, inclusive, of this Petition and Complaint.

72. The MRCA's actions and failures to act substantially affect the private property rights of MEHOA and its members, including without limitation their respective fee and easement rights, by:

(a) Removing the Bunnie Lane Gate which secures the private property of MEHOA and its members during non-daylight hours and protects against safety hazards and associated liability during non-daylight hours in violation of the Conservancy Grant Agreement, the Restrictive Covenants in the Grant Deed, and the MRCA Access Easement; and

(b) Adopting the Initial Management Plan pursuant to the January 6 Resolution which purports to curtail the private property rights of MEHOA and its members as well as allow public access during non-daylight hours.

73. MRCA's actions as described above will result in public access during non-daylight hours, increased traffic and pollution, which will cause significant environmental impacts to Malibu Encinal, Lechuza Beach, and the fee and easement interests of MEHOA and its members.

74. The adoption of the January 6 Resolution by the MRCA Governing Board was an "adjudicatory" or "quasi-judicial" agency action in which the MRCA Governing Board was required to

consider the issues of compliance with the Conservancy Grant Agreement, the Restrictive Covenants in the Grant Deed and the MRCA Access Easement, and the private property interests of MEHOA and its individual members.

75. The MRCA failed to provide MEHOA and its individual members reasonable notice and opportunity to be heard with regard to the January 6 Resolution in accordance with the procedural due process requirements set forth by the California Supreme Court in *Horn v. County of Ventura*, 24 Cal.3d 605 (1979), with respect to the MRCA's removal of the Bunnie Lane Gate or the MRCA Governing Board's public hearing regarding, and proposed adoption of, the January 6 Resolution.

76. Petitioner/Plaintiff has exhausted all administrative remedies available to it regarding the January 6 Resolution by, among other things, objecting in a January 6, 2010 letter to the MRCA and by objecting at the MRCA Governing Board meeting on January 6, 2010.

77. Petitioner/Plaintiff does not have any other speedy or adequate remedy in the ordinary course of law except to pursue the claims raised in this Petition and Complaint.

78. By failing to provide reasonable notice and an opportunity to be heard, the MRCA failed to proceed in a manner required by law. Code of Civil Procedure Section 1085 requires the issuance of a Writ of Mandate setting aside the January 6 Resolution and the adoption of the Initial Management Plan and compelling MRCA to restore the Bunnie Lane Gate.

SECOND CAUSE OF ACTION - WRIT OF ADMINISTRATIVE MANDAMUS

(Violation of Due Process)

(Against All Respondents/Defendants)

(Cal. Code Civ. Proc. § 1094.5)

79. MEHOA realleges and incorporates herein by this reference as though the same were fully set forth herein each and every allegation and Exhibit set forth in Paragraphs 1 through 78, inclusive, of this Petition and Complaint.

80. Petitioner/Plaintiff has exhausted all administrative remedies available to it regarding the January 6 Resolution by, among other things, objecting in a January 6, 2010 letter to the MRCA and by objecting at the MRCA Governing Board meeting on January 6, 2010.

81. Petitioner/Plaintiff does not have any other speedy or adequate remedy in the ordinary course of law except to pursue the claims raised in this Petition and Complaint.

82. In the alternative, Petitioner/Plaintiff alleges that the MRCA's actions and failures to act as alleged in Paragraphs 71 through 75 above constitute a violation of its duties as imposed by California law, as well as prejudicial abuses of discretion, thereby entitling Petitioner/Plaintiff to relief through the issuance of a peremptory writ of mandate pursuant to California Code of Civil Procedure section 1094.5 setting aside the MRCA Governing Board's adoption of the Initial Management Plan and the adoption of the January 6 Resolution.

THIRD CAUSE OF ACTION - WRIT OF MANDATE

(Violation of Due Process)

(Against All Respondents/Defendants)

(Cal. Code Civ. Proc. § 1085)

83. MEHOA realleges and incorporates herein by this reference as though the same were fully set forth herein each and every allegation and Exhibit set forth in Paragraphs 1 through, 82, inclusive, of this Petition and Complaint.

84. The MRCA's adoption of the January 25 Resolution substantially affect the private property rights of MEHOA and its members, including without limitation their respective fee and easement rights, as well as increases the scope of environmental impacts by changing and increasing the scope of the Lechuza Beach Project by adding proposals for:

(a) A restroom facility on Sea Level Drive;

(b) A ramp structure between the proposed viewing platform and beach adjacent to East Sea Level Drive; and

(c) A twenty-four-foot-wide access road on private land between Broad Beach Road and the terminus of West Sea Level Drive to serve the Lechuza Beach Project as well as additional private development by a third-party private developer. The scope of such additional private development and the identity of the third-party private developer is not disclosed in the January 25 Resolution.

85. The adoption of the January 25 Resolution by the MRCA Governing Board was an "adjudicatory" or "quasi-judicial" agency action in which the MRCA Governing Board was required to consider the issues of compliance with the Conservancy Grant Agreement, the Restrictive Covenants in the Grant Deed and the MRCA Access Easement, and the private property interests of MEHOA and its individual members.

86. The MRCA failed to provide MEHOA and its individual members reasonable notice and opportunity to be heard with regard to the January 25 Resolution in accordance with the procedural due process requirements set forth by the California Supreme Court in *Horn v. County of Ventura*, 24 Cal.3d 605 (1979), with respect to the MRCA Governing Board's public hearing regarding, and proposed adoption of, the January 25 Resolution.

87. Petitioner/Plaintiff has exhausted all administrative remedies available to it regarding the January 25 Resolution by, among other things objecting in a January 25, 2010 letter to the MRCA and objecting at the MRCA Governing Board meeting on January 25, 2010.

88. Petitioner/Plaintiff does not have any other speedy or adequate remedy in the ordinary course of law except to pursue the claims raised in this Petition and Complaint.

89. Code of Civil Procedure Section 1085 requires the issuance of a Writ of Mandate setting aside the January 25 Resolution and the amendment of the Lechuza Beach Project because the MRCA and its Board failed to proceed in the manner required by law.

FOURTH CAUSE OF ACTION - WRIT OF ADMINISTRATIVE MANDAMUS

(Violation of Due Process)

(Against All Respondents/Defendants)

(Cal. Code Civ. Proc. § 1094.5)

90. MEHOA realleges and incorporates herein by this reference as though the same were fully set forth herein each and every allegation and Exhibit set forth in Paragraphs 1 through 89, inclusive, of this Petition and Complaint.

91. Petitioner/Plaintiff has exhausted all administrative remedies available to it regarding the January 25 Resolution by, among other things, objecting in a January 25, 2010 letter to the MRCA and

objecting at the MRCA Governing Board meeting on January 25, 2010.

92. Petitioner/Plaintiff does not have any other speedy or adequate remedy in the ordinary course of law except to pursue the claims raised in this Petition and Complaint.

93. In the alternative, Petitioner/Plaintiff alleges that the MRCA's actions and failures to act as alleged in Paragraphs 83 through 86 above constitute a violation of its duties as imposed by California law, as well as prejudicial abuses of discretion, thereby entitling Petitioner/Plaintiff to relief through the issuance of a peremptory writ of mandate pursuant to California Code of Civil Procedure section 1094.5 setting aside the MRCA Governing Board's adoption of the January 25 Resolution.

FIFTH CAUSE OF ACTION - WRIT OF MANDATE

(Violation of the California Environmental Quality Act)

(Against All Respondents/Defendants)

(Cal. Code Civ. Proc. § 1085)

94. MEHOA realleges and incorporates herein by this reference as though the same were fully set forth herein each and every allegation and Exhibit set forth in Paragraphs 1 through 93, inclusive, of this Petition and Complaint.

95. When it authorized the acquisition of interests in Lechuza Beach, the Coastal Conservancy approved an exemption under CEQA for the Conservancy Grant Agreement expressly on the basis that environmental analysis under CEQA would take place before a management plan was approved or there was any change in the physical improvements on or operation of the beach. The Conservancy's October 26, 2000 staff report, which is incorporated into the Conservancy Grant Agreement, made the following findings of fact regarding the proposed CEQA exemption:

> "No management plan has been prepared for the public park, and no development of additional facilities will take place until a management plan and environmental analysis has been approved. Until that occurs, public use will continue in the same manner as has been permitted by the private landowners since 1991. As a consequence, the proposed project will consist solely of the continued operation of existing trails, involving negligible or no expansion of use beyond that previously existing, and will not result in any physical effect on the environment."

96. In describing the "public use" that would continue in the "same manner as has been permitted by the private landowners since 1991", the Conservancy's October 26, 2000 staff report, which is incorporated into the Conservancy Grant Agreement, provided the following description:

> "Initially, and until a management plan is developed, no additional improvements would be installed. Pending completion of a management plan, public beach use would continue in the same manner as has been permitted and signed since 1991; during daylight hours, by pedestrian access from Broad Beach Road down either of the three improved routes of access, and with no support facilities such as restrooms or water service..."

97. The Lechuza Beach Project, including the most recent changes proposed by the January 25 Resolution, proposes improvements and changes in operation at Lechuza Beach, as well as unspecified new private development, that have the potential to result in changes to the physical environment and that collectively constitute one project under CEQA. Prior environmental review in accordance with CEQA must be performed before the Lechuza Beach Project, or any component thereof, may be adopted or implemented.

98. Neither the Conservancy nor the MRCA has completed environmental review of the Lechuza Beach Project as is required by California law prior to their commencement of its implementation.

99. Real Party In Interest the City of Malibu has not completed environmental review of the Lechuza Beach Project as is required by California law prior to the commencement of its implementation.

100. In violation of the MRCA Grant Deed and the Conservancy Grant Agreement's requirement that environmental review take place before any change in the status quo at Lechuza Beach, and in violation of CEQA, MRCA has commenced implementing the Lechuza Beach Project as alleged herein without prior environmental review under CEQA having been completed.

101. MEHOA has exhausted all administrative remedies available to it regarding the failure to comply with CEQA by objecting to the City of Malibu, objecting in a January 6, 2010 letter to the MRCA, objecting in a January 25, 2010 letter to the MRCA, testifying at the MRCA Governing Board meetings on January 6 and January 25, 2010, objecting in a February 1, 2010 letter to the Conservancy and testifying at the February 4, 2010 meeting of the Conservancy Board.

102. Because the Coastal Conservancy and its agent, the MRCA, failed to proceed in the manner required by law, Code of Civil Procedure Section 1085 requires the issuance of a Writ of Mandate setting aside the Initial Management Plan, the January 6 Resolution and the January 25 Resolution and compelling MRCA to restore the Bunnie Lane Gate to limit public access to daylight hours and protect against security, public safety and fire hazards, and trespass and property damage.

SIXTH CAUSE OF ACTION - ADMINISTRATIVE MANDAMUS

(Violation of the California Environmental Quality Act)

(Against All Respondents/Defendants)

(Cal. Code Civ. Proc. § 1094.5)

103. MEHOA realleges and incorporates herein by this reference as though the same were fully set forth herein each and every allegation and Exhibit set forth in Paragraphs 1 through 102, inclusive, of this Petition and Complaint.

104. MEHOA has exhausted all administrative remedies available to it regarding the failure to comply with CEQA by objecting to the City of Malibu, objecting in a January 6, 2010 letter to the MRCA, objecting in a January 25, 2010 letter to the MRCA, testifying at the MRCA Governing Board meetings on January 6 and January 25, 2010, objecting in a February 1, 2010 letter to the Conservancy and testifying at the February 4, 2010 meeting of the Conservancy Board.

105. Petitioner/Plaintiff does not have any other speedy or adequate remedy in the ordinary course of law except to pursue the claims raised in this Petition and Complaint.

106. In the alternative, Petitioner/Plaintiff alleges that the MRCA's actions and failures to act as alleged in Paragraphs 94 through 102 above constitute a violation of its duties as imposed by California law, and its findings and decision are not supported by substantial evidence in the record, thereby entitling Petitioner/Plaintiff to relief through the issuance of a peremptory writ of mandate pursuant to California Code of Civil Procedure section 1094.5 setting aside the MRCA Governing Board's adoption of the Initial Management Plan and the adoption of the January 6 Resolution and the January 25 Resolution.

SEVENTH CAUSE OF ACTION - DECLARATORY RELIEF

(Violation of Coastal Act)

(Against All Defendants)

(Cal. Code Civ. Proc. § 1060; Pub. Res. Code §30000 et seq.)

107. MEHOA realleges and incorporates herein by this reference as though the same were fully set forth herein each and every allegation and Exhibit set forth in Paragraphs 1 through 106, inclusive, of this Petition and Complaint.

108. An actual controversy has arisen and now exists between Petitioner/Plaintiff and the MRCA as to whether the MRCA's removal of the Bunnie Lane Gate and adoption of the January 6 Resolution are invalid for failure to comply with the Coastal Act, Public Resources Code Section 30000, et seq. The general contentions and allegations of the parties with respect to this controversy are summarized as follows:

(a) Petitioner/Plaintiff contends and alleges that the MRCA's actions removing the Bunnie Lane Gate and adopting the Initial Management Plan violated the Coastal Act by commencing the implementation of the Lechuza Beach Project prior to CEQA review and prior to the approval of a Coastal Development Permit by the City. Petitioner/Plaintiff is informed and believes, and on that basis alleges, that the MRCA contends to the contrary.

109. Petitioner/Plaintiff desires and requires a judicial determination of its rights and duties in these circumstances and a declaration of the Court that the MRCA's actions removing the Bunnie Lane Gate and adopting the Initial Management Plan violated the Coastal Act and are invalid and an order enjoining all activities to implement the Lechuza Beach Project or any portion thereof, including without limitation the Initial Management Plan, prior to CEQA review and prior to the final approval of a Coastal Development Permit.

110. Such declaration is necessary and appropriate at this time so that, among other things, the potential impacts of the Lechuza Beach Project upon environmental and coastal resources can be analyzed and addressed as required by the California Coastal Act and CEQA prior to the Lechuza Beach Project being implemented.

111. Such declaration is necessary and appropriate at this time so that, among other things, the removal of the Bunnie Lane Gate and the Initial Management Plan will no longer deprive MEHOA and its members of the use and enjoyment of their property interests.

112. Petitioner/Plaintiff has no adequate remedy at law for the redress of these continuing and irreparable injuries without a determination that the MRCA's actions removing the Bunnie Lane Gate and adopting the Initial Management Plan violated the Coastal Act and are invalid and an order enjoining MRCA from implementation of the Lechuza Beach Project of any portion thereof, including the Initial Management Plan, prior to CEQA review and prior to the final approval of a Coastal Development Permit.

EIGHTH CAUSE OF ACTION - DECLARATORY RELIEF

(Against All Respondents/Defendants)

(Cal. Code Civ. Proc. § 1060)

113. MEHOA realleges and incorporates herein by this reference as though the same were fully set forth herein each and every allegation and Exhibit set forth in Paragraphs 1 through 112, inclusive, of this Petition and Complaint.

114. An actual controversy has arisen and now exists between Petitioner/Plaintiff and the MRCA as to whether the Initial Management Plan is invalid. The general contentions and allegations of the parties with respect to this controversy are summarized as follows:

(a) Petitioner/Plaintiff contends and alleges that the MRCA does not have authority to regulate private property. Petitioner/Plaintiff is informed and believes, and on that basis alleges, that the MRCA contends to the contrary.

(b) Petitioner/Plaintiff further contends and alleges that the MRCA's adoption of the Initial Management Plan is an improper and ultra vires attempt to regulate private property and that the adoption of the Initial Management Plan is invalid. Petitioner/Plaintiff is informed and believes, and on that basis alleges, that the MRCA contends to the contrary.

115. Petitioner/Plaintiff desires and requires a judicial determination of its rights and duties in these circumstances and a declaration of the Court that the Initial Management Plan is invalid for all of

the independent reasons set forth above and an order enjoining all activities to implement the Initial Management Plan, or any portion thereof.

116. Such declaration is necessary and appropriate at this time so that, among other things, the Initial Management Plan will no longer deprive MEHOA and its members of the use and enjoyment of their property interests.

117. Petitioner/Plaintiff has no adequate remedy at law for the redress of these continuing and irreparable injuries without a determination that the Initial Management Plan is invalid and an order enjoining all activities to implement the Initial Management Plan, or any portion thereof.

NINTH CAUSE OF ACTION - QUIET TITLE

(Against All Defendants)

118. MEHOA realleges and incorporates herein by this reference as though the same were fully set forth herein each and every allegation and Exhibit set forth in Paragraphs 1 through 117, inclusive, of this Petition and Complaint.

119. MEHOA is the transferee, grantee, and successor in interest in and to all of the right, title, and interest of Lechuza Villas West L.P. to that portion of Lot A of the Tract commonly known as East Sea Level Drive and West Sea Level Drive and to all of the restrictions, reservations, conditions, covenants, and interests appertaining to this real property, by virtue of a deed dated August 28, 2002, which was duly recorded in the office of the County Recorder of Los Angeles County as document 02 2075467 (the "Sea Level Drive Grant Deed"). The real property comprising East Sea Level Drive and West Sea Level Drive ("Sea Level Drive") are more specifically identified in the Sea Level Drive Grant Deed. The legal description of Sea Level Drive is attached hereto as Exhibit B and incorporated herein.

120. Prior to August 28, 2002, Lechuza Villas West L. P. was the owner in fee simple of Sea Level Drive.

121. On or about May 1, 2009, Lechuza Villas West L.P. executed and delivered a Grant of Easements to the MRCA. The Grant of Easements was recorded in the office of the County Recorder of Los Angeles County as document number 02 1025266.

122. The MRCA Access Easement requires that public access over Sea Level Drive granted therein be limited to daylight hours and that the MRCA maintain pedestrian gates to preclude access to Lechuza Beach during non-daylight hours.

123. MRCA accepted the MRCA Access Easement on delivery of same and on the conditions described above.

124. In violation of the MRCA Access Easement, the MRCA caused the removal of the Bunnie Lane Gate, providing public access to Sea Level Drive during non-daylight hours. In violation of the MRCA Access Easement, the MRCA caused the removal of the gate on West Sea Level Drive at the termination of West Sea Level Drive (the "Seaward West Sea Level Drive Gate") on Lechuza Beach.

125. MRCA's actions constitute a material breach of the conditions of the MRCA Access Easement. By virtue of this material breach, the MRCA Access Easement has terminated and become void, and the real property interest that are the subject of the MRCA Access Easement have reverted to MEHOA in fee simple absolute, without any claim, right, title or interest therein or thereto in favor of MRCA.

126. MEHOA is seeking to quiet title against the claims of all defendants, including without limitation the MRCA, the Conservancy, and the unknown defendants described in Paragraph 6. Defendants' claims, and each of them, are without any right whatever and defendants, and each of them, have no right, title, estate, lien or interest whatever in Sea Level Drive, or any part of that property.

TENTH CAUSE OF ACTION - DECLARATORY RELIEF

(Violation of Easement)

(Against All Defendants)

(Cal. Code Civ. Proc. § 1060)

127. MEHOA realleges and incorporates herein by this reference as though the same were fully set forth herein each and every allegation and Exhibit set forth in Paragraphs 1 through 126, inclusive, of this Petition and Complaint.

128. In the alternative, an actual controversy has arisen and now exists between

Petitioner/Plaintiff and the MRCA as to whether the MRCA's removal of the Bunnie Lane Gate and the Seaward West Sea Level Drive Gate violate and conflict with the conditions of the MRCA Access Easement. The general contentions and allegations of the parties with respect to this controversy are summarized as follows:

(a) As more particularly alleged in Paragraphs 118 to 125, Petitioner/Plaintiff contends and alleges that the MRCA's actions removing the Bunnie Lane Gate and the Seaward West Sea Level Drive Gate violate and conflict with the conditions of the MRCA Access Easement. Petitioner/Plaintiff is informed and believes, and on that basis alleges, that the MRCA contends to the contrary.

129. Petitioner/Plaintiff desires and requires a judicial determination of its rights and duties in these circumstances and a declaration of the Court that the MRCA's actions removing the Bunnie Lane Gate and the Seaward West Sea Level Drive Gate violate and conflict with the conditions of the MRCA Access Easement.

130. Such declaration is necessary and appropriate at this time so that, among other things, the removal of the Bunnie Lane Gate and the Seaward West Sea Level Drive Gate will no longer deprive MEHOA and its members of the use and enjoyment of their property interests.

131. Petitioner/Plaintiff has no adequate remedy at law for the redress of these continuing and irreparable injuries without a determination that the MRCA's actions removing the Bunnie Lane Gate and the Seaward West Sea Level Drive Gate violate and conflict with the conditions of the MRCA Access Easement and an order compelling MRCA to restore the Bunnie Lane Gate and the Seaward West Sea Level Drive Gate and enjoining any further actions in violation of the MRCA Access Easement.

ELEVENTH CAUSE OF ACTION - VIOLATION OF DUE PROCESS

(Against all Respondents/Defendants)

132. MEHOA realleges and incorporates herein by this reference as though the same were fully set forth herein each and every allegation and Exhibit set forth in Paragraphs 1 through 132, inclusive, of this Complaint and Petition.

133. Principles of due process set forth in *Nightlife Partners v. City of Beverly Hills,* 108 Cal. App. 4th 81 (2003) required that MEHOA receive a fair hearing by unbiased decision-makers before the MRCA Board on January 6, 2010 with respect to its consideration of the January 6 Resolution adopting an Initial Management Plan for Lechuza Beach and the January 25 Resolution changing and expanding the scope of the Lechuza Beach Project.

134. On information and belief, MEHOA was deprived of a fair hearing before the MRCA Board regarding the January 6 Resolution by *ex parte* communications prior to the public hearing between the Executive Officer of the MRCA, Joe Edmiston ("Edmiston"), and members of the MRCA Board.

135. On information and belief, MEHOA was deprived of a fair hearing before the MRCA Board regarding the January 25 Resolution by *ex parte* communications prior to the public hearing between Edmiston and members of the MRCA Board.

136. Edmiston is adverse and hostile to MEHOA and to the interests of MEHOA and its individual members. Prior to and during the hearing on the January 6 Resolution and the hearing on the January 25 Resolution, Edmiston assumed the role of and acted as a partisan advocate for the position that the MRCA is entitled to and should take actions to eliminate the private property rights of MEHOA and its members and construct improvements on MEHOA's property to which MEHOA objects.

137. MEHOA is informed and believes and on that basis alleges that Edmiston personally directed the removal of the Bunnie Lane Gate.

138. MEHOA was deprived of a fair hearing before the MRCA Board on January 6, 2010 by the participation of Edmiston in the deliberations of the MRCA Board after the close of the public hearing with respect to the January 6 Resolution.

139. MEHOA was deprived of a fair hearing before the MRCA Board on January 25, 2010 by the participation of Edmiston in the deliberations of the MRCA Board after the close of the public hearing with respect to the January 25 Resolution.

140. The participation of Edmiston in the MRCA Governing Board's consideration and weighing of adverse interests with respect to the January 6 Resolution and the January 25 Resolution

improperly combined advocacy and adjudicatory functions and created an unacceptable risk of bias and actual bias, depriving MEHOA of a fair hearing.

141. The actions of the MRCA Governing Board approving the January 6 Resolution and the January 25 Resolutions were adverse and hostile to MEHOA, in that they ratified the removal of the Bunnie Lane Gate, and approved actions to eliminate the private property rights of the MEHOA and its members, and approved proceeding with improvements on MEHOA's property to which MEHOA objects.

TWELFTH CAUSE OF ACTION - PUBLIC NUISANCE

(Against All Respondents/Defendants)

142. MEHOA realleges and incorporates herein by this reference as though the same were fully set forth herein each and every allegation and Exhibit set forth in Paragraphs 1 through 141, inclusive, of this Petition and Complaint.

143. The Bunnie Lane Gate secures a pedestrian pathway leading to Lechuza Beach and to Sea Level Drive. Sea Level Drive and Lechuza Beach are not accessible except through the Sea Level Drive Gates and Bunnie Lane Gate. Sea Level Drive and Lechuza Beach are not regularly patrolled by law enforcement after dark.

144. The Sea Level Drive Gates and the Bunnie Lane Gate are necessary to regulate the hours of public access to Lechuza Beach.

145. The Lot I pedestrian pathway is not marked or lighted and follows a steep set of stairs along the bluff face. The pathway has no useable handrails or protective railings to guard against a fall from the bluffs. The pathway has a severely uneven walking surface and many twists, turns and dangers on the way to Lechuza Beach and Sea Level Drive. There are no warnings or disclaimers posted on the pedestrian pathway previously secured by the Bunnie Lane Gate after dark.

146. Lechuza Beach has experienced substantial erosion, resulting in frequent flooding of the entire beach during high tide, particularly at night in Winter. This creates a great risk to the public of drowning, being washed away or thrown against rocks by the tides and rough water.

147. Lechuza Beach is located in an area prone to high fire danger. Removal of the Bunnie Lane Gate has created an attractive nuisance by allowing members of the public to come to Lechuza Beach after dark and engage in activities, including without limitation starting illegal fires, that significantly threaten property and public safety.

148. The MRCA's removal of the Bunnie Lane Gate immediately created a highly hazardous public safety risk and liability.

149. Since removing the Bunnie Lane Gate, MRCA has not provided patrols or other security on Lechuza Beach after dark sufficient to ensure safety and protection of private property in Malibu Encinal.

150. The removal of the Bunnie Lane Gate and its resulting allowance of public access after dark creates actual and unnecessarily harmful and hazardous conditions that significantly threaten the health and safety of nearby residents and the general public who come to Lechuza Beach. The removal of the Bunnie Lane Gate and its ensuing consequences create conditions that substantially and unreasonably interfere with the comfortable enjoyment of life and property and that would affect the sensibilities of a normal person.

151. An ordinary person would be reasonably annoyed or disturbed by the MRCA's conduct removing the Bunnie Lane Gate and by its lack of regard for the safety of the surrounding residents and the general public.

152. The seriousness of the harm to MEHOA and its members and the general public outweighs any public benefit to the MRCA's conduct.

153. The MRCA's action removing the Bunnie Lane Gate constitute a nuisance under Civil Code 3479. The MRCA's removal of the Bunnie Lane Gate constitutes a continuing nuisance and can be substantially abated in a reasonably feasible manner and at a reasonable cost.

THIRTEENTH CAUSE OF ACTION - PRIVATE NUISANCE

(Against all Respondents/Defendants)

154. MEHOA realleges and incorporates herein by this reference as though the same were fully set forth herein each and every allegation and Exhibit set forth in Paragraphs 1 through 153, inclusive, of this Petition and Complaint.

155. Closing and locking the Sea Level Drive Gates and the Bunnie Lane Gate after dark is critical to ensuring the security and safety of private property in Malibu Encinal, including private property located adjacent to Sea Level Drive and the Lot 1 pedestrian trail.

156. Neither MEHOA nor its individual members had prior notice of MRCA's removal of the Bunnie Lane Gate. Neither MEHOA nor its individual members consented to the removal of the Bunnie Lane Gate.

157. The removal of the Bunnie Lane Gate and its resulting allowance of public access after dark to MEHOA's private property and Lechuza Beach has (1) resulted in illegal fires, vandalism and trespassing to private property owned by MEHOA and its members, and increased liability for personal injury and property damage, and (2) creates actual and unnecessarily harmful conditions that significantly threaten the private property and health and safety of MEHOA's individual members. The removal of the Bunnie Lane Gate and its ensuing consequences create conditions that substantially and unreasonably interfere with the comfortable enjoyment of life and property by MEHOA's members and that would affect the sensibilities of a normal person.

158. The MRCA's action removing the Bunnie Lane Gate constitute a nuisance under Civil Code 3479. The MRCA's removal of the Bunnie Lane Gate constitutes a continuing nuisance and can be substantially abated in a reasonably feasible manner and at a reasonable cost.

159. In addition to the harm to the general public, MEHOA and its members have been specifically harmed by the removal of the Bunnie Lane Gate and the MRCA's actions and omissions were a substantial factor in causing this harm. The harm to the safety of MEHOA's members and their private property outweighs any public benefit of the MRCA's conduct.

WHEREFORE, Petitioner/Plaintiff MEHOA prays for relief as follows:

A. On the First and Second Causes of Action, that a writ of mandate or administrative mandamus be issued under seal of this Court:

1. Setting aside and voiding the Initial Management Plan and the January 6 Resolution; and

2. Enjoining all activities to implement the Initial Management Plan or the January 6 Resolution or any portion thereof;

B. On the Third and Fourth Causes of Action, that a writ of mandate or writ of administrative mandamus be issued under seal of this Court:

1. Setting aside and voiding the January 25 Resolution; and

2. Enjoining all activities to implement the January 25 Resolution or any portion thereof;

C. On the Fifth and Sixth Causes of Action, that a writ of mandate or administrative mandamus be issued under seal of this Court ordering that the MRCA:

1. Void the January 6 Resolution, including the Initial Management Plan and the January 25 Resolution and suspend and enjoin all activities to implement the Initial Management Plan, the January 6 Resolution or the January 25 Resolution, or any portion thereof, pursuant to Public Resources Code section 21168.9.

2. Take such specific actions, specifically including but not limited to, the preparation of an EIR as may be necessary to ensure that any plans for Lechuza Beach comply with CEQA and all other applicable law pursuant to Public Resources Code section 21168.9.

D. On the Seventh Cause of Action, that the Court declare that the MRCA's actions removing the Bunnie Lane Gate and adopting the Initial Management Plan violated the Coastal Act and are invalid and enjoining all activities to implement the Lechuza Beach Project or any portion thereof, including without limitation the Initial Management Plan, prior to CEQA review and prior to the final approval of a Coastal Development Permit.

E. On the Eighth Cause of Action, that the Court declare the Initial Management Plan to be invalid and enjoin all activities to implement the Initial Management Plan, or any portion thereof.

F. On the Ninth Cause of Action, to quiet title to Sea Level Drive in favor of MEHOA in fee simple absolute, without any claim, right, title or interest therein or thereto in favor of MRCA or any person claiming under them, and perpetually enjoining Respondents/Defendants from asserting any claim whatsoever against this real property.

G. In the alternative, on the Tenth Cause of Action, a declaration that the MRCA's removal of the Bunnie Lane Gate and the Seaward West Sea Level Drive Gate violates and conflicts with the conditions of the MRCA Access Easement, compelling the restoration of the Bunnie Lane Gate and the

Seaward West Sea Level Drive Gate and enjoining further violations of the MRCA Access Easement;

H. On the Eleventh Cause of Action, setting aside and voiding the Initial Management Plan, the January 6 Resolution and the January 25 Resolution, and enjoining all activities to implement the Initial Management Plan, the January 6 Resolution, the January 25 Resolution or any portion thereof;

I. On the Twelfth and Thirteenth Causes of Action, an order compelling MRCA to restore the Bunnie Lane Gate;

J. That the Court award Petitioner/Plaintiff the costs of suit incurred herein;

K. That the Court award Petitioner/Plaintiff attorneys fees as permitted by law; and

L. That the Court award Petitioner/Plaintiff such other and further relief as the Court may deem just and proper.

DATED: February 11, 2010

GREENBERG TRAURIG, LLP

By _____
ALLAN J. ABSHEZ
Attorneys for Petitioner/Plaintiff
Malibu-Encinal Homeowners Association

VERIFICATION

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I, Lisa Pallack, am President of Malibu-Encinal Homeowners Association, a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason.

I have read the foregoing **PETITION FOR PEREMPTORY WRIT OF MANDATE (CCP § 1085), OR ALTERNATIVELY ADMINISTRATIVE MANDAMUS (CCP § 1094.5), AND COMPLAINT FOR QUIET TITLE, DECLARATORY AND INJUNCTIVE RELIEF (CCP § 1060)**, and know its contents.

The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

Executed on February 11, 2010 at Malibu, California.

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

Malibu-Encinal Homeowners Association

By: Lisa Pallack, President
Print Name

Signature

Exhibit A

NOTICE OF INTENT TO FILE CEQA PETITION

To: Mountains Recreation & Conservation Authority
570 West Avenue 26, Suite 100
Los Angeles, CA 90065

To: California Coastal Conservancy
1330 Broadway, 13th Floor
Oakland, CA 94612-2530

PLEASE TAKE NOTICE, that petitioner, Malibu-Encinal Homeowners Association, intends to commence an action against respondents Mountains Recreation & Conservation Authority ("MRCA") and the California Coastal Conservancy pursuant to Public Resources Code Section 21167 for non-compliance with the provisions of the California Environmental Quality Act with respect to the Lechuza Beach Public Access Improvements Project, including (1) the MRCA's removal of the gate on Lot I at the intersection of Broad Beach Road and Bunnie Lane; (2) the MRCA Governing Board's adoption of the Initial Management Plan and the January 6, 2010 Resolution 10-13; and (3) the MRCA Governing Board's adoption of the January 25, 2010 Resolution 10-14.

Date: February 9, 2010

Greenberg Traurig LLP

By: Allan J. Abshez

Allan J. Abshez, Esq.
Attorney for Petitioner
Malibu-Encinal Homeowners Association

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is **2450 Colorado Avenue, Suite 400E, Santa Monica, CA 90404.**

On February 9, 2010, I served the **NOTICE OF INTENT TO FILE CEQA PETITION** on the interested parties in this action by placing the true copy thereof, enclosed in a sealed envelope, postage prepaid, addressed as follows:

Mountains Recreation & Conservation Authority
570 West Avenue 26, Suite 100
Los Angeles, CA 90065

California Coastal Conservancy
1330 Broadway, 13th Floor
Oakland, CA 94612-2530

☒ **(BY MAIL)**

☐ I deposited such envelope in the mail at Santa Monica, California. The envelope was mailed with postage thereon fully prepaid.

☒ I am readily familiar with the business practice of my place of employment in respect to the collection and processing of correspondence, pleadings and notices for mailing with United States Postal Service. The foregoing sealed envelope was placed for collection and mailing this date consistent with the ordinary business practice of my place of employment, so that it will be picked up this date with postage thereon fully prepaid at Santa Monica, California, in the ordinary course of such business.

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

Executed on February 10, 2010, at Santa Monica, California.

Christine Pesis

Christine Pesis

Exhibit B

EXHIBIT "A"

02 2075467

Parcel 1:

Lots M, N and T of Tract No. 10630, in the City of Malibu, County of Los Angeles, State of California, as per map recorded in Book 181 Pages 6 to 11 inclusive of Maps, in the office of the County Recorder of said County.

Parcel 2:

Lot "A" of Tract 10630, in the City of Malibu, County of Los Angeles, State of California, as per map recorded in Book 181 Pages 6 to 11 inclusive of Maps, in the office of the County Recorder of said County.

Beginning at the Northwest corner of Lot 159 of said Tract 10630; thence along the Westerly line of said Lot "A", North 13° 25' 06" East 45.91 feet to the Southwest corner of Lot 160 of said Tract 10630; thence Easterly along the Southeasterly boundaries of Lots 160 and 161 of said Tract 10630, following the arc of a circular curve concave Northwesterly, having a radius of 110 feet; through a central angle of 79° 28' 21" a distance of 152.58 feet to the Northwest corner of said Lot 161; thence South 87° 06' 42" East 4.61 feet along the Easterly prolongation of the Northerly line of said Lot 161 to a point in the arc of a circular curve, having a radius of 425 feet, and the center of which said curve bears North 76° 36' 50" East from the last said point; thence Southeasterly along the arc of the last said curve through a central angle of 3° 38' 06", 26.96 feet to a point of compound curve; thence Southeasterly along the arc of a tangent curve, having a radius of 291 feet, and concave Northeasterly, through a central angle of 41° 12' 51" 209.32 feet to the intersection of the last said arc and the Northerly prolongation of the Easterly line of Lot 156 of said Tract 10630; thence South 13° 25' 06" West along the Northerly prolongation of the Easterly line of said Lot 156, 14.37 feet to the Northeast corner of said Lot 156; thence North 76° 34' 54" West 250 feet along the Northerly lines of Lots 156, 157, "V", 158 and 159 to point of beginning.

Together with that portion of the 80 foot strip of land Condemned by Decree of Condemnation entered in Case No. 135650 Superior Court, (A Certified Copy of said Decree being recorded in Book 9434 Page 338 Official Records), lying Southerly of the 60 foot strip of land deed to the County of Los Angeles for road purposes by deed recorded in Book 21722 Page 190 Official Records adjoining said Lot A.

EXCEPT that portion of Lot A described in the deed recorded May 7, 2002 as Instrument No. 02-1047549 of Official Records.

ALSO EXCEPT that portion of said land lying outside of the Patent lines of the Rancho Topanga Malibu Sequit, as such lines existed at the time of the issuance of the Patent, which was not formed by the deposit of Alluvium from natural causes and by imperceptible degrees.

02 2075467

Parcel 3:

Lot "B" of Tract No. 10630, in the City of Malibu, County of Los Angeles, State of California, as per map recorded in Book 181 Pages 6 to 11 inclusive of Maps, in the office of the County Recorder of said County.

EXCEPT therefrom that portion of Lot "B" of Tract No. 10630, in the City of Malibu, County of Los Angeles, State of California, as per map recorded in Book 181 Pages 6 to 11 inclusive of Maps, in the office of the County Recorder of said County, lying Easterly of a line which passes through the middle parts of the Northerly and Southerly lines of Lot 66 of said tract.

ALSO EXCEPT the Easterly 10 feet thereof.

Parcel 4:

That portion of Lot "K" of Tract No. 10630, in the City of Malibu, County of Los Angeles, State of California, as per map recorded in Book 181 Pages 6 to 11 inclusive of Maps, in the office of the County Recorder of said County, lying Easterly of the Northerly prolongation of the Easterly line of Lot 91 of said Tract 10630.

NOTICE OF CASE ASSIGNMENT
LOS ANGELES SUPERIOR COURT

CASE NUMBER _____

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

Your case is assigned for all purposes to the judicial officer indicated below. There is additional information on the reverse side this form.

	ASSIGNED JUDGE	DEPT	ROOM	ASSIGNED JUDGE	DEPT	ROOM	
	Hon. Gregory Alarcon	36	410	Hon. William Highberger	32	406	
	Hon. Alice E. Altoon	28	318	Hon. Ernest Hiroshige	54	512	
	Hon. Conrad Aragon	49	509	Hon. Jane Johnson	56	514	
	Hon. Helen I. Bendix	18	308	Hon. Elizabeth Allen White	48	506	
	Hon. Elihu M. Berle	42	416	Hon. Malcolm H. Mackey	55	515	
	Hon. Tricia Ann Bigelow	23	315	Hon. Jon M. Mayeda	72	731	
	Hon. Soussan Bruguera	71	729	Hon. Rita Miller	16	306	
	Hon. Susan Bryant-Deason	52	510	Hon. David L. Minning	61	632	
	Hon. James C. Chalfant	13	630	Hon. Aurelio Munoz	47	507	
	Hon. Victoria Chaney	324	CCW	Hon. Mary Ann Murphy	25	317	
		89	532	Hon. Joanne O'Donnell	37	413	
	Hon. Ralph W. Dau	57	517	Hon. Victor H. Person	39	415	
	Hon. Maureen Duffy-Lewis	38	412	Hon. Mel Recana	45	529	
	Hon. James R. Dunn	26	316	Hon. Andria K. Richey	31	407	
	Hon. Mark Mooney	68	617	Hon.Teresa Sanchez-Gordon	74	735	
	Hon. William F. Fahey	78	730	Hon. Ann I. Jones	40	414	
	Hon. Irving Feffer	51	511	Hon. John P. Shook	53	513	
	Hon. Edward A. Ferns	69	621	Hon. Ronald M. Sohigian	41	417	
	Hon. Kenneth R. Freeman	64	601	Hon. Michael L. Stern	62	600	
	Hon. Haley J. Fromholz	20	310	Hon. Mary Thornton House	17	313	
	Hon. Richard Fruin	15	307	Hon. Rolf M. Treu	58	516	
	Hon. Terry Green	14	300	Hon. John Shepard Wiley Jr.	50	508	
	Hon. Elizabeth A. Grimes	30	400	Hon. Judith C. Chirlin	19	311	
	Hon. Paul Gutman	34	408	Hon. George Wu	33	409	
	Hon. Robert L. Hess	24	314		35	411	
		3	224	OTHER			

Given to Plaintiff of record on _____

John A. Clarke, Executive Officer/Clerk

_____, DEPUT CLERK

Revised 11/01/05

NEW

from the
LOS ANGELES SUPERIOR COURT
ADR DEPARTMENT

If you have a general jurisdiction case involving one of these 6 subject matter areas:

- commercial
- employment
- medical malpractice
- real estate
- trade secrets
- unfair competition

Your case may be eligible for the court's pilot Early Neutral Evaluation (ENE) program.

- **ENE can reduce litigation time and costs and promote settlement.**
- ENE is an informal process that offers a non-binding evaluation by an experienced neutral lawyer with expertise in the subject matter of the case. After counsel present their claims and defenses, the neutral evaluates the case based on the law and the evidence.
- **ENE is voluntary and confidential.**
- The benefits of ENE include helping to clarify, narrow or eliminate issues, identify areas of agreement, offer case-planning suggestions and, if requested by the parties, assist in settlement.
- **The first three (3) hours of the ENE session are free of charge.**

See back for a list of participating pilot courthouses and departments.

For additional ENE information, visit the Court's web site at www.lasuperiorcourt.org/adr

PARTICIPATING PILOT COURTHOUSES:

(General Jurisdiction Case Only)

- **Chatsworth**
- **Pomona**
- **Santa Monica**
- **Van Nuys**
- **Stanley Mosk** (Departments listed below only.)

  Department 15
  Department 16
  Department 28
  Department 30
  Department 31
  Department 32
  Department 38
  Department 42
  Department 47
  Department 50
  Department 52
  Department 55
  Department 56
  Department 68
  Department 71
  Department 89

NAME, ADDRESS, AND TELEPHONE NUMBER OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
ATTORNEY FOR (Name):		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
STIPULATION TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (ADR)		CASE NUMBER:

The undersigned parties stipulate to participate in an Alternative Dispute Resolution (ADR) process in the above-entitled action, as follows:

- ☐ Mediation
- ☐ Non-Binding Arbitration
- ☐ Binding Arbitration
- ☐ Early Neutral Evaluation
- ☐ Settlement Conference
- ☐ Other ADR Process *(describe)*: _____

Dated: _____

Name of Stipulating Party ☐ Plaintiff ☐ Defendant ☐ Cross-defendant	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
Name of Stipulating Party ☐ Plaintiff ☐ Defendant ☐ Cross-defendant	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
Name of Stipulating Party ☐ Plaintiff ☐ Defendant ☐ Cross-defendant	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
Name of Stipulating Party ☐ Plaintiff ☐ Defendant ☐ Cross-defendant	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney

☐ **Additional signature(s) on reverse**

Short Title	Case Number

Name of Stipulating Party	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
☐ Plaintiff ☐ Defendant ☐ Cross-defendant		
☐ Plaintiff ☐ Defendant ☐ Cross-defendant		
☐ Plaintiff ☐ Defendant ☐ Cross-defendant		
☐ Plaintiff ☐ Defendant ☐ Cross-defendant		
☐ Plaintiff ☐ Defendant ☐ Cross-defendant		
☐ Plaintiff ☐ Defendant ☐ Cross-defendant		
☐ Plaintiff ☐ Defendant ☐ Cross-defendant		
☐ Plaintiff ☐ Defendant ☐ Cross-defendant		
☐ Plaintiff ☐ Defendant ☐ Cross-defendant		
☐ Plaintiff ☐ Defendant ☐ Cross-defendant		

LOS ANGELES COUNTY
DISPUTE RESOLUTION PROGRAMS ACT (DRPA) CONTRACTORS

The following organizations provide mediation services under contract with the Los Angeles County Department of Community & Senior Services. Services are provided to parties in any civil case filed in the Los Angeles County Superior Court. Services are not provided under this program to family, probate, traffic, criminal, appellate, mental health, unlawful detainer/eviction or juvenile court cases.

Asian-Pacific American Dispute Resolution Center
(213) 250-8190
(Spanish & Asian languages capability)

California Academy of Mediation Professionals
(818) 377-7250

Center for Conflict Resolution
(818) 380-1840

Inland Valleys Justice Center
(909) 397-5780
(Spanish language capability)

Office of the Los Angeles City Attorney Dispute Resolution Program
(213) 485-8324
(Spanish language capability)

Los Angeles County Bar Association Dispute Resolution Services
toll free number 1-877-4Resolve (737-6583) or (213) 896-6533
(Spanish language capability)

Los Angeles County Department of Consumer Affairs
(213) 974-0825
(Spanish language capability)

The Loyola Law School Center for Conflict Resolution
(213) 736-1145
(Spanish language capability)

Martin Luther King Legacy Association Dispute Resolution Center
(323) 290-4132
(Spanish language capability)

City of Norwalk
(562) 929-5603

DRPA Contractors do not provide legal advice or assistance, including help with responding to summonses. Accessing these services does not negate any responsibility you have to respond to a summons or appear at any set court date. See the reverse side of this sheet for information on the mediation process and obtaining legal advice.

THIS IS A TWO-SIDED DOCUMENT.

What is the goal of mediation?

The goal is to assist the parties in reaching a mutually acceptable agreement or understanding on some or all of the issues. The parties jointly become the primary decision maker in how to resolve the issues as opposed to the traditional judge and/or jury system.

Do I need an attorney for this?

While it is recommended to have an attorney and/or receive legal advice before the mediation starts, you are not required to have representation. If you do have an attorney, they may participate in the mediation with you.

How long does it take?

Face-to-face mediations generally last one to three hours. Telephone conciliations, in which the parties do not meet face to face, vary from a few days to several weeks. Much depends on the number of parties involved and the complexities of the issues. When the mediation takes place depends on parties scheduling availability.

A Mediator helps parties. . .

- Have productive discussions
- Avoid or break impasses
- Defuse controversy
- Generate options that have potential for mutual gain
- Better understand each other's concerns and goals
- Focus on their interests rather than their positions

A Mediator does not...

- Provide advice or opinions
- Offer legal information
- Make decisions for parties
- Represent or advocate for either side
- Judge or evaluate anyone or anything
- Conduct research
- "Take Sides"

What does it cost?

The first three hours of any mediation are free. Thereafter, charges are based on income or revenue. All fees are waived for low-income individuals.

What is the difference between the contractors listed and the Superior Court ADR Office?

The services offered by the contractors listed may be accessed immediately. Those offered by the Superior Court ADR Office, also a DRPA contractor, may not be accessed by parties until a court appearance, or at the directive of the judge assigned to the case.

Legal Advice/Information

If you want to retain an attorney, a list of state certified referral services is at courtinfo.ca.gov which also has an on-line self help legal center.

Self-Help Legal Access Centers are at the Inglewood, Palmdale, Pomona, and Van Nuys courthouses. nls-la.org and lafla.org

Court Personnel can answer non-legal questions (forms, fees, fee waivers). lasuperiorcourt.org

Low-income individuals may qualify for help from non-profit legal organizations. Court Personnel and DRPA contractors have such listings.

Dispute Resolution Programs Act (DRPA) Grants Administration Office

(213) 738-2621

(The DRP Office is not a Superior Court Office. Consult your phone directory to locate the number of the Court Office on your summons.)

THIS IS A TWO-SIDED DOCUMENT.

LOS ANGELES SUPERIOR COURT
CIVIL ALTERNATIVE DISPUTE RESOLUTION (ADR) PROGRAMS
[CRC 3.221 Information about Alternative Dispute Resolution]

The plaintiff shall serve a copy of the ADR Information package on each defendant along with the complaint.

ADR PROGRAMS

"Alternative Dispute Resolution (ADR)" is the term used to describe all the other options available for settling a dispute which once had to be settled in court. ADR processes such as arbitration, mediation, early neutral evaluation (ENE), and settlement conferences, are less formal than court and provide opportunities for litigants to reach an agreement using a problem-solving approach rather than the more adversarial approach of litigation.

MEDIATION

A neutral third party called a "mediator" helps participants in the dispute create their own resolution. The mediator helps facilitate a discussion in which the parties reach a mutually agreed upon settlement. Therefore, mediation allows for more creative resolutions to disputes than other ADR processes.

The Court Mediation Program is governed by Code of Civil Procedure sections 1775-1775.15, California Rules of Court, Rules 3.850-3.868 and 3.870-3.878; Evidence Code sections 1115-1128, and Los Angeles Superior Court Rules, Chapter 12.

ARBITRATION

A neutral third party called an "arbitrator" listens to each side in the dispute present its case. The arbitrator, who is an attorney, issues a decision based on the evidence. Although evidence is presented, arbitration is a less formal process than litigation. The decision is non-binding unless the parties agree in writing to binding arbitration.

The Court Arbitration Program is governed by Code of Civil Procedure sections 1141.10-1141.31, California Rules of Court, Rules 3.810-3.830, and Los Angeles Superior Court Rules, Chapter 12.

ENE

A neutral third party called an "evaluator" will provide the parties and their counsel, on a voluntary basis and in a confidential session, the opportunity to make summary presentations of their claims and defenses, including key evidence. After hearing the presentations, the evaluator, who is an experienced lawyer with subject-matter expertise, offers a non-binding evaluation.

The evaluator will also help clarify, narrow or eliminate issues, identify areas of agreement, offer case-planning suggestions, and, if requested by parties, settlement assistance. Although settlement is not the primary goal of ENE, the ENE process can reduce litigation time and costs and promote settlement.

The Court ENE Program is governed by Los Angeles Superior Court Rules, Chapter 12.

SETTLEMENT CONFERENCE

A neutral third party called a "settlement officer," who is also a retired judge, assists the parties in negotiating their own settlement and may evaluate the strengths and weaknesses of the case.

JURISDICTIONAL LIMITATIONS

MEDIATION, ARBITRATION & ENE

Any case in which the amount in dispute is between $25,000-$50,000 per plaintiff, and was not previously referred to the Court ADR Program, can be sent to the Court ADR Program for mediation, arbitration, or ENE by stipulation, election by plaintiff or order of the court.

Parties may *voluntarily* request or initiate a mediation or arbitration proceeding, regardless of the amount in dispute.

SETTLEMENT CONFERENCE

Any case, regardless of the amount in dispute, may be ordered to a settlement conference. There is no monetary limit.

REFERRAL INFORMATION

After the Court determines the suitability of a case for ADR, the Court directs the parties to the ADR Department to initiate the ADR process. Once the parties have completed the ADR intake forms, a Neutral may be selected.

NEUTRAL SELECTION

Parties may select a mediator or arbitrator from the Court Party Pay Panel or Pro Bono Panel or may hire someone privately, at their discretion. Parties are assigned to a settlement officer by court staff.

COURT ADR PANELS

PARTY PAY PANEL	The Party Pay Panel consists of mediators and arbitrators who have achieved a specified level of experience in court-connected cases. The parties (collectively) may be charged $150.00 per hour for the first three hours of hearing time. Thereafter, the parties may be charged for additional hearing time on an hourly basis at rates established by the mediator or arbitrator if the parties consent in writing.
PRO BONO PANEL	The Pro Bono Panel consists of trained mediators and arbitrators who have not yet gained the experience to qualify for the Party Pay Panel and experienced mediators and arbitrators who make themselves available pro bono. Mediators and arbitrators donate their time to the courts as a way of supporting the judicial system. It is the policy of the Court that all pro bono volunteer mediators and arbitrators provide three hours hearing time per case. Thereafter, the parties may be charged for additional hearing time on an hourly basis at rates established by the mediator or arbitrator if the parties consent in writing.
ENE	The Court ENE Panel consists of experienced lawyers who have been trained to serve as neutral evaluators. The evaluators provide preparation time and three hours hearing time per case at no charge. Thereafter, the parties may be charged for additional hearing time on an hourly basis at rates established by the evaluator if the parties consent in writing.
PRIVATE NEUTRAL	The market rate for private neutrals can range from $200-$1,000 per hour.

For additional information, visit the Court ADR web application at **www.lasuperiorcourt.org** (click on ADR).

Partially Funded by the Los Angeles County Dispute Resolution Program

GREENBERG TRAURIG, LLP
ALLAN J. ABSHEZ (SBN 115319)
ELIZABETH A. CAMACHO (SBN 171997)
2450 COLORADO AVENUE, SUITE 400E
Santa Monica, California 90404
Telephone: (310) 586-7700
Facsimile: (310) 586-7800

Attorneys for Petitioner/Plaintiff
Malibu-Encinal Homeowners Association

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Los Angeles Superior Court

FEB 11 2010

John A. Clarke, Executive Officer/Clerk
By [illegible], Deputy
AKEI LaFLEUR-CLAYTON

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MALIBU-ENCINAL HOMEOWNERS ASSOCIATION, Petitioner and Plaintiff, vs. MOUNTAINS RECREATION AND CONSERVATION AUTHORITY; GOVERNING BOARD OF THE MOUNTAINS RECREATION AND CONSERVATION AUTHORITY; CALIFORNIA COASTAL CONSERVANCY; BOARD OF DIRECTORS OF THE CALIFORNIA COASTAL CONSERVANCY; DOES 1 through 50, inclusive, Respondents and Defendants. CITY OF MALIBU , Real Party in Interest	CASE NO. BS124911 [redacted] **REQUEST FOR PREPARATION OF RECORD OF PROCEEDINGS**

Under Public Resources Code section 21167.6, Petitioner, Malibu-Encinal Homeowners Association, requests that Respondents Mountains Recreation And Conservation Authority, Governing Board Of The Mountains Recreation And Conservation Authority, California Coastal Conservancy and Board Of Directors Of The California Coastal Conservancy prepare the record of Respondents' proceedings relating to this action.

Petitioner will pay the costs of preparation of the record on notice of the estimated costs of preparation.

DATED: February 11, 2010

GREENBERG TRAURIG, LLP

By _____
ALLAN J. ABSHEZ
Attorneys for Petitioner/Plaintiff
Malibu-Encinal Homeowners Association