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ENDORSED
FILED
ALAMEDA COUNTY
SEP 05 2019
CLERK OF THE SUPERIOR COURT
By JANIA PIERCE Deputy

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF ALAMEDA

11 SAVE BERKELEY'S NEIGHBORHOODS, a
12 non-profit, public benefit corporation;
13 CLAREMONT ELMWOOD
14 NEIGHBORHOOD ASSOCIATION, a non-
15 profit corporation; PANORAMIC HILL
16 ASSOCIATION, a non-profit, public benefit
17 corporation; DWIGHT HILLSIDE
18 NEIGHBORHOOD ASSOCIATION, a non-
19 profit unincorporated association; PHILLIP
20 BOKOVOY, an individual; JOAN
21 BARNETT, an individual; MICHAEL
22 KELLY, an individual; and JANICE
23 THOMAS, an individual,

24 Petitioners and Plaintiffs,

25 v.

26 THE REGENTS OF THE UNIVERSITY OF
27 CALIFORNIA, an agency of the State of
28 California; CAROL T. CHRIST, in her official
capacity as Chancellor of the University of
California, Berkeley; VINI BHARGAVA, in
her official capacity as Director of Physical
and Environmental Planning of the University
of California, Berkeley; and JANET
NAPOLITANO, in her official capacity as
President of the University of California; and
DOES 1 THROUGH 10, inclusive,

Respondents and Defendants.

THE REGENTS OF THE UNIVERSITY OF

Case No. RG19006256

ASSIGNED FOR ALL PURPOSES TO
JUDGE FRANK ROESCH
DEPARTMENT 17

**PLAINTIFFS, CROSS-DEFENDANTS,
AND CROSS-COMPLAINANTS PHILLIP
BOKOVOY, JOAN BARNETT, MICHAEL
KELLY, and JANICE THOMAS'
VERIFIED CROSS-COMPLAINT**

Cross-Complaint Filed: September 5, 2019

1 CALIFORNIA, an agency of the State of
2 California,

3 Cross-Complainant,

4 v.

5 PHILLIP BOKOVOY, an individual; JOAN
6 BARNETT, an individual; MICHAEL
7 KELLY, an individual; and JANICE
8 THOMAS, an individual, and DOES 1
9 THROUGH 1,000, inclusive.

10 Cross-Defendants.

11 -----
12 PHILLIP BOKOVOY, an individual; JOAN
13 BARNETT, an individual; MICHAEL
14 KELLY, an individual; and JANICE
15 THOMAS, an individual,

16 Cross-Complainants,

17 v.

18 THE REGENTS OF THE UNIVERSITY OF
19 CALIFORNIA, an agency of the State of
20 California, and DOES 1 THROUGH 50,
21 inclusive.

22 Cross-Defendants.

23 **CROSS-COMPLAINT**

24 Petitioners, Plaintiffs, Cross-Defendants, and Cross-Complainants PHILLIP BOKOVOY,
25 JOAN BARNETT, MICHAEL KELLY, and JANICE THOMAS (collectively, “Cross-
26 Complainants”) allege against Respondent, Defendant, Cross-Complainant, and Cross-Defendant
27 THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (the “University”) as follows:

28 **INTRODUCTION**

1. Cross-Complainants bring this action to cure the University’s ongoing violations of
core provisions of covenants granted by the University in the Declaration of Covenants and
Restrictions (“Covenants”) adopted by the University on April 23, 1982 and recorded on October 7,
1982, in the Office of the Recorder of Alameda County (Alameda County Instrument No. 82-

1 152884). The Covenants require that the University adhere to the Dwight Derby Site Plan (“Site
2 Plan”) prepared by the University in 1979 as amended in 1982 to govern its development and use of
3 the Clark Kerr Campus (“Campus”).

4 2. The Site Plan establishes the maximum population of 843 students and faculty that
5 would be housed on the Campus. Contrary to the Site Plan, at least 972 students and faculty are
6 being housed on the Clark Kerr Campus. In addition, of the 843 students and faculty allowed under
7 the Plan to be housed at Clark Kerr, only 450 students were to be housed in residence halls. Contrary
8 to the Site Plan, the University is housing greater than 450 students in residence halls on the Clark
9 Kerr Campus.

10 3. A major component of the Site Plan is that, by adding parking on the Campus, the
11 University would prevent spillover parking for Campus activities and residents on to adjacent streets.
12 The Site Plan calls for 491 parking spaces on the Campus. Currently, there are only 342 spaces on
13 the Campus. As a result, spillover parking from the Campus continues to be a problem in the
14 adjacent neighborhoods.

15 4. The Covenants prohibit the University from developing, building upon, improving,
16 operating, occupying, using or leasing the Campus “except as provided in and in accordance with the
17 plans, provisions, goals and objectives stated in the Dwight-Derby Site Plan and in this Declaration.”
18 (Covenants, ¶ 1.) By reconfiguring apartments and allowing more than 843 students and faculty to
19 reside on the Clark Kerr Campus, the University is violating the Covenant’s housing population
20 restrictions. By failing to provide additional parking required by the Site Plan, the University is
21 violating the Covenant’s parking requirements and goal of prohibiting spillover parking in the
22 adjacent neighborhoods. In order to rectify these ongoing breaches of the Covenants, Cross-
23 Complainants seek declaratory relief, injunctive relief, specific performance, and other equitable
24 relief deemed appropriate by the Court.

25 **PARTIES**

26 **Cross-Complainants**

27 5. Cross-Complainant PHILLIP BOKOVOY is a concerned citizen who resides in
28 Berkeley, in the vicinity of the Project. Mr. Bokovoy is an owner of property located on Piedmont

1 Avenue and identified by the Covenants as a Benefitted Estate.

2 6. Cross-Complainant JOAN BARNETT is a concerned citizen who resides in Berkeley,
3 in the vicinity of the Project. Ms. Barnett is an owner of property located on Hillside Avenue and
4 identified by the Covenants as a Benefitted Estate.

5 7. Cross-Complainant MICHAEL KELLY is a concerned citizen who resides in
6 Berkeley, in the vicinity of the Project. Mr. Kelly is an owner of property located on Mosswood
7 Road and identified by the Covenants as a Benefitted Estate.

8 8. Cross-Complainant JANICE THOMAS is a concerned citizen who resides in
9 Berkeley, in the vicinity of the Project. Ms. Thomas is an owner of property located on Mosswood
10 Road and identified by the Covenants as a Benefitted Estate.

11 9. Cross-Complainants are deeply concerned about the impacts of the University's
12 breaches of the Covenants on the surrounding neighborhoods and their properties, including noise,
13 parking, traffic, safety, and quality of life impacts, and are directly and adversely by the University's
14 ongoing violations of the Covenants. Petitioners and Beneficiary Plaintiffs have expressed their
15 concerns to the University and identified the University's breaches of the Covenants to no avail.

16 **Cross-Defendants**

17 10. Cross-Defendant THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
18 (hereinafter "Regents") is a public trust corporation and state agency established pursuant to the
19 California Constitution vested with administering the University of California including the
20 management and disposition of facilities at the Clark Kerr Campus, subject to certain covenants
21 contained in the Declaration of Covenants and Restrictions dated April 23, 1982 and the 1982 Site
22 Plan and FEIR.

23 11. Petitioners and Plaintiffs do not know the true names and capacities of Cross-
24 Defendants fictitiously named herein as DOES 1 through 10, inclusive. Petitioners are informed and
25 believe, and thereon allege, that such fictitiously named Cross-Defendants are responsible in some
26 manner for the acts or omissions complained of or pending herein. Cross-Complainants will amend
27 this Cross-Complaint to allege the fictitiously named Cross-Defendants' true names and capacities
28 when ascertained.

1 **JURISDICTION AND VENUE**

2 12. This Court has subject matter jurisdiction over Cross-Complainants’ claims to enforce
3 the Covenants because it is a court of general jurisdiction with the authority to hear and decide
4 claims arising under California statutory and common law. CAL. CONST. art. VI, § 10; CAL. CIV.
5 CODE § 410.10. This court has personal jurisdiction over the Cross-Complainants because they
6 reside in California and submit to the Court’s jurisdiction. The Court has jurisdiction to issue
7 declaratory relief pursuant to Code of Civil Procedure § 1060 and injunctive relief pursuant to Code
8 of Civil Procedure § 525 *et seq.*

9 13. Venue is proper pursuant to CCP §§ 393(b) (actions against public officers) and 395
10 (actions generally) because the Respondents include an agency of the State of California, and public
11 officers of an agency of the State of California. Venue is proper in this Court because the causes of
12 action alleged in this Cross- Complaint arise in the County of Alameda.

13 14. This Petition and Complaint is timely filed within all applicable statutes of
14 limitations.

15 **LEGAL BACKGROUND**

16 15. A beneficiary of a covenant or equitable servitude may bring an action to enforce the
17 terms of the covenant. The Covenants provide that the provisions shall be enforceable by any
18 Beneficiary. (Covenants, ¶ 1.) The Court independently interprets the provisions of the covenant
19 document. Although as a general rule, restrictive covenants are construed strictly against the person
20 seeking to enforce them, and any doubt will be resolved in favor of the free use of land, “it is also
21 true that the ‘intent of the parties and the object of the deed or restriction should govern, giving the
22 instrument a just and fair interpretation.’” (*Chee v. Amanda Goldt Prop. Mgmt.*, (2006) 143 Cal.App.
23 4th 1360, 1377, citing *Zabrucky v. McAdams* (2005) 129 Cal.App.4th 618, 622, 28 Cal.Rptr.3d 592.)

24 16. Pursuant to Cal. Civil Code § 1468 and the terms of the Covenants, the covenants
25 granted by the University run with the land of the Beneficiaries. (Cal. Civil Code § 1468; Covenants,
26 ¶¶ 1 & 4.) Both the University’s lands governed by the covenants and the lands of the Benefited
27 Estates and Beneficiaries are particularly described in the instrument containing the Covenants.
28 (Covenants, pp. 1-2; pp. 3-4, ¶ 1, Exhibit A (Legal Description of Dwight Derby Site); Exhibit C

1 (Description of Benefitted Estate.) The Benefitted Estates include each of the properties owned by
2 Beneficiary Plaintiffs Bokovoy, Barnett, Kelly, and Thomas. Each owner, as well as his/her
3 successors and assigns are identified by the Covenants as Beneficiaries of the Covenants. The
4 Covenants expressly state that successive owners of the Benefitted Estates are bound by the
5 Covenants. (Covenants, ¶¶ 1 & 4.) Each of the Covenants granted by the University relate to the
6 use, maintenance, or improvement of the Campus.

7 **STATEMENT OF FACTS**

8 17. On April 23, 1982, the University acquired title to a 50-acre site previously occupied
9 by the California Schools for the Deaf and for the Blind. Known at the time as the Dwight-Derby
10 site, the resulting campus was named the Clark Kerr Campus and is part of UC Berkeley. Prior to
11 acquiring the site, in 1978 and 1979 the University prepared a site plan and an accompanying
12 environmental impact report setting forth the University's plan for reusing the site, discussing
13 potential impacts, and adopting mitigation measures. The University's efforts to acquire the site met
14 with opposition from the City of Berkeley and surrounding neighbors. In exchange for resolving that
15 opposition, the University agreed to enter into a memorandum of understanding with the City and to
16 establish and record covenants and restrictions that would apply to the property for 50-years and be
17 for the benefit of about 700 landowners surrounding the Campus.

18 18. On the date of acquisition of the site, April 23, 1982, the University adopted the
19 Declaration of Covenants and Restrictions. The Covenants incorporate by reference the Dwight
20 Derby Site Plan set forth in the Draft Dwight-Derby Site Plan and Final Environmental Impact
21 Report dated May 1979 certified by the Regents of UC at their 15 June, 1979 meeting, ("1979 EIR")
22 and the Revised University Plan-Dwight Derby Site, dated March, 1982, as approved by the Regents
23 at their 19 March, 1982 meeting (the "1982 Plan"). The Final EIR includes the Draft Environmental
24 Impact Report, Dwight-Derby Site Reuse Study dated December 1978 ("Draft EIR"). The Covenants
25 include certain paragraphs of the Memorandum of Understanding between the University and the
26 City of Berkeley, dated 23 April, 1982 (the "1982 MOU"). On October 7, 1982, the Covenants were
27 duly recorded in the office of the recorder of Alameda County (Alameda County Instrument No. 82-
28 152884).

1 19. The Covenants require that the Clark Kerr Campus “shall not be developed, built
2 upon, improved, operated, occupied, used, or leased except as provided in and in accordance with
3 the plans, provisions, goals and objectives stated in the Dwight-Derby Site Plan and in this
4 Declaration.” Declaration, ¶ 1 (p. 3). The Dwight Derby Site Plan is defined to include, among other
5 components, the “Dwight-Derby Site Plan set forth in the Final Environmental Impact Report
6 pertaining to acquisition and use of the Dwight-Derby Site certified by the Regents of the University
7 at their June 15, 1979 meeting (‘1979 EIR’)....” (*Id.*, p. 2.) The descriptions of the Site Plan in the
8 1979 DEIR are specifically preserved by the subsequent 1982 Revised Site Plan (also incorporated
9 by the Covenants). (Covenants, Exhibit B-2, p. 15 (“The revised plan presented here incorporates
10 those aspects of the 1979 plan which have not been changed as outlined here.”

11 20. The Site Plan addresses in detail the plan for student housing at the Clark Kerr
12 Campus. The original site plan prepared in 1979 only provides for the conversion of 11 buildings to
13 student apartments housing. Covenants, Ex. B-1, pp. P-13 - P-14. The 1979 version of the site plan
14 identified a maximum possible number of 149 apartments and 564 students. The apartments in the
15 1979 plan would have ranged from one- to three-bedroom units. Each apartment would have its own
16 kitchen. Similarly, the 1979 version of the plan identified four buildings that would be converted to
17 30 apartments designated for junior faculty housing or quiet housing for students. *Id.*, Ex. B-1, pp. P-
18 15 – P-16. “Quiet” housing units are units “where students are preselected with the condition that no
19 noise generating activities will be tolerated.” *Id.*, p. P-16.

20 21. In 1982, the site plan was revised to the current form that is incorporated into the
21 Covenants. The revised Site Plan includes identifies additional buildings to be used for student
22 housing and identified several buildings which could be used for residence halls on the Clark Kerr
23 Campus. The description is included in the Covenants:

24 The revised plan includes conversion of eight buildings and part of one other building to
25 student apartments, conversion of seven buildings to either student apartments, residence
26 halls, or as combination of apartments and residence halls, conversion of two buildings to
27 either faculty apartments or to apartments for students wishing to live in a quiet
28 environment, use of three existing single family or duplex buildings as either faculty or
student apartments.

Covenants, Ex. B-2, p. 4.

1 22. The Site Plan lays out a “Detailed Site Use Plan” including specific numbers of
2 students to be housed in specific types of housing in specific buildings on the campus. The Site Plan
3 establishes an upper limit of 843 students and faculty to be housed on the Clark Kerr campus.
4 (Covenants, Ex. B-2 (Revised Site Plan, p. 15, Table P 2-7 (sets forth “Maximum Number [-]
5 Number of Beds”). The Site Plan allows for no more than 747 students in student housing and no
6 more than 96 faculty or “quiet” students in apartments on the Campus. (Covenants, Ex. B-2 (Revised
7 Site Plan, p. 14 (Table P 2-6) (“Table P-26 below indicates total population, parking and vehicle
8 trips generated by all of the proposed University uses of the site”). See also Covenants, Ex. B-2
9 (Revised Site Plan, p. 12 (“Student Population” of 96 for “Quiet Student Apartments;” referenced as
10 “maximum use”). The Site Plan identifies that 297 students were to be housed in apartments in eight
11 specified buildings. (*Id.*, p. 8, Table P 2-1 (specifying Buildings D-1, D-2, D-3, D-14, D-24, D-25,
12 B-4, B-5, and B-6 for student apartments). See *Id.*, p. 8, Ex. P 2-2). A maximum population of 450
13 students were provided for in residence halls located in seven specified buildings. (*Id.*, p. 11, Table P
14 2-2 (specifying Buildings D-6, D-7, D-15, D-16, D-17, D-26 and D-27 as potential residence halls).
15 Another 96 students or up to 81 faculty and dependents were to be housed in five specified buildings
16 in quiet apartments. (*Id.*, p. 12, Table P 2-3 (specifying Buildings D-5, B-1, B-2, B-3 and B-12).

17 23. The population of the Clark Kerr Campus in January 2016 was 944 students and 28
18 occupied faculty or staff apartments. Cross-complainants are informed and believe, and thereupon
19 allege, that the number of students and faculty residing on the Campus has remained at least 972
20 residents. The University’s official web site states that “[a]pproximately 900 students” reside on the
21 Clark Kerr Campus. <https://housing.berkeley.edu/clarkkerr>.

22 24. The University has changed the units identified as apartments in Buildings D-1, D-2,
23 D-3, D-14, D-24, D-25, B-4, B-5, and B-6 to eliminate the kitchens and turn them into dormitory–
24 style suites. Cross-complainants are informed and believe, and thereupon allege, that there are no
25 student apartments in Buildings D-1, D-2, D-3, D-14, D-24, D-25, B-4, B-5, and B-6. Instead, each
26 of these buildings has been redesigned as a residence hall. As a result, Cross-complainants are
27 informed and believe, and thereupon allege, that the number of students living in residence halls on
28 Clark Kerr Campus now exceeds 750 students.

1 25. The Site Plan states that parking demand for all uses at the Clark Kerr Campus would
2 be 491 spaces. Covenants, Ex. B-2, pp. 8, 14. The parking demand provided by the Plan was
3 intended “[t]o ensure that no site or visitor generated parking demand would result in cars parking
4 off the site....” Covenants, Ex. B-1, p. P-22. “All parking to be generated by University uses will be
5 accommodated on the site....” *Id.* The original Site Plan called for the creation of 278 additional
6 spaces on the Campus. The 1982 Revised Site Plan still called for the creation of new spaces, though
7 a reduced number of 226 new spaces above the about 265 spaces existing at the time. “In addition to
8 the amount of parking to be generated by the proposed uses, an additional 10% has been added to
9 ensure that no site or visitor generated parking will result in cars parking off the site.” Covenants,
10 Ex. B-2, p. 8. These site plan statements are reinforced by the 1979 EIR. Mitigation 24(e) of the
11 1979 EIR provides that “[t]he supply of parking on the site will be increased to meet the total
12 possible parking demand.” 1979 EIR, p. 379.

13 26. Currently, there are about 342 parking spaces on the Clark Kerr Campus. According
14 to a recent University staff report, “Parking & Transportation’s 2017 space inventory indicates that
15 CKC [Clark Kerr Campus] has approximately 330 unreserved, marked parking spaces.” Cross-
16 Complainants are informed and believe, and thereupon allege, that there are no reserved parking
17 spaces on the Clark Kerr Campus.

18 27. Cross-Complainants are informed and believe, and thereupon allege, that the
19 University requires parking permits or charges parking fees for all of the parking spaces that
20 currently exist on the Clark Kerr Campus. By charging fees for permits and parking, the University
21 encourages visitors to the Clark Kerr Campus to park on adjacent streets off of the Campus. The
22 University encourages visitors using the recreational facilities on the Clark Kerr campus to park on
23 Dwight Way and other streets adjacent to the Campus. *See* [https://recsports.berkeley.edu/golden-](https://recsports.berkeley.edu/golden-bear-recreation-pool/)
24 [bear-recreation-pool/](https://recsports.berkeley.edu/golden-bear-recreation-pool/) (“Street parking is available along Dwight Way...”).

25 28. The Covenants provide that “Notwithstanding anything in this Declaration to the
26 contrary, in accordance with applicable principles available at law or in equity the University may
27 depart from the plans, provisions, goals and objectives of the Dwight-Derby Site Plan to the extent
28 warranted by a change of circumstances as determined by a court of competent jurisdiction.”

1 (Covenants, ¶ 2.) Since 1982, the character of the neighborhoods surrounding the Clark Kerr campus
2 has not changed. The original purpose of the Covenants remains important to the Benefitted Estates
3 and Beneficiaries and enforcement of the Covenants will provide a substantial benefit to the
4 Benefitted Estates. Enforcement of the Covenants against the University would be neither oppressive
5 nor inequitable.

6 29. The Covenants further provide that “the University may obtain release from any
7 provision hereof by written consent of Beneficiaries owning of record at least fifty one percent (51%) in
8 number of the parcels constituting the Benefitted Estate...” (Covenants, ¶ 2.) The University has not
9 sought the consent of the Beneficiaries for relief from any of the Covenants identified above.

10 **CLAIMS FOR RELIEF**

11 **FIRST CAUSE OF ACTION** 12 **(Breaches of Covenants – Cal. Civ. Code § 1468, et seq.)**

13 30. Petitioners hereby reallege and incorporate all of the above paragraphs as if fully set
14 forth herein.

15 31. The student/faculty population currently residing on Clark Kerr exceeds the Site
16 Plan’s maximum population of 843 students and faculty identified in the Site Plan. The additional
17 students and faculty residents beyond the 843 identified in the Site Plan is a breach of the Covenants.

18 32. The number of students residing in residence halls on the Clark Kerr Campus exceeds
19 the maximum population of 450 students identified in the Site Plan. The additional residence hall
20 students beyond the 450 identified in the Site Plan is a breach of the Covenants.

21 33. Currently, there are only about 330 parking spaces on the Clark Kerr Campus. That
22 number of parking spaces falls short of the 491 spaces identified by the Site Plan by about 161
23 spaces. The failure of the University to provide the additional parking spaces identified in the Site
24 Plan is a breach of the Covenants.

25 34. By making it more costly for users to park on the Campus rather than adjacent streets
26 and by promoting that visitors use adjacent streets to park, the University further breaches the
27 Covenants goal of ensuring that no spillover parking from the Campus will occur on neighboring
28 streets.

35. As a direct and proximate cause of Cross-Defendant’s violation of the Covenants,

1 Cross-Complainants have suffered and are threatened with continued, imminent harm of loss of quiet
2 enjoyment of their homes, mental anguish, emotional distress, aesthetic injury, loss of the benefit of
3 the bargain they struck when purchasing their homes, diminution to the values of their homes, and
4 other measureable losses.

5 **SECOND CAUSE OF ACTION**
6 **(Injunctive and Declaratory Relief)**

7 36. All of the above paragraphs are incorporated herein by reference as if set forth again
8 in full.

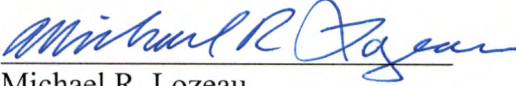
9 37. Cross-Complainants have no plain, speedy, or adequate remedy at law. Unless
10 enjoined, the University will continue to breach the Covenants by housing hundreds of students
11 beyond the population limit the University proposed, adopted, and covenanted in the Site Plan and
12 Covenants. Cross-Complainants have and will continue to suffer irreparable harm due to Cross-
13 Defendant's refusal to adhere to the Covenants. Declaratory relief is appropriate under Code of Civil
14 Procedure § 1060 and injunctive relief is appropriate under Code of Civil Procedure § 525 *et seq.* to
15 prevent irreparable harm to Cross-Complainants.

16 **PRAYER**

17 WHEREFORE, Cross-Complainants pray for the following relief:

- 18 1. For a declaratory judgment declaring Cross-Defendant is in breach of the Covenants.
- 19 2. For an order enjoining the University to comply with the Covenants' student
20 population and parking requirements by a date certain.
- 21 3. For the costs of suit.
- 22 4. For an award of attorneys' fees pursuant to Code of Civil Procedure §1021.5 and any
23 other applicable provisions of law.
- 24 5. For any other legal and equitable relief as this Court deems just and proper.

25
26 Dated: September 5, 2019

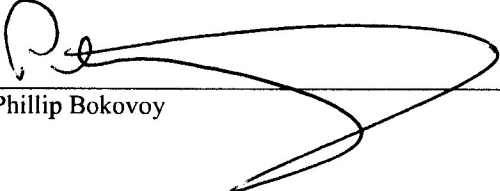
27 LOZEAU|DRURY LLP

28 Michael R. Lozeau
Attorneys for Petitioners

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VERIFICATION

I, Phillip Bokovoy, am a Petitioner, Cross-Defendant, and Cross-Complainant in this action. I have read the foregoing Plaintiffs, Cross-Defendants, and Cross-Complainants Phillip Bokovoy, Joan Barnett, Michael Kelly, and Janice Thomas' Verified Cross-Complaint and know its contents. The facts alleged in the above Cross-Complaint are within my own knowledge and I know these facts to be true, except as to matters alleged therein on information and belief.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct and that this declaration is executed on September 4, 2019 at Berkeley, California.


Phillip Bokovoy

1 **PROOF OF SERVICE**

2
3 I, Toyer Grear, hereby declare as follows:

4 I am a resident of the State of California, employed in Oakland, California. I am over the age
5 of 18 years and am not a party to the above-entitled action. My business address is 1939 Harrison
6 Street, Suite 150, Oakland, California, 94612.

7 On September 5, 2019, I served a copy of **PLAINTIFFS, CROSS-DEFENDANTS, AND**
8 **CROSS-COMPLAINANTS PHILLIP BOKOVOY, JOAN BARNETT, MICHAEL KELLY,**
9 **and JANICE THOMAS' VERIFIED CROSS-COMPLAINT**

10 on the following parties by placing true and correct copies of the document(s) listed above in a
11 sealed envelope provided by an overnight delivery service addressed as set forth below and
12 placed the envelope for collection and overnight delivery at an office or a regularly utilized drop
13 box of the overnight delivery carrier and by electronic service and by electronically mailing a
14 true and correct copy to the addresses set forth below:

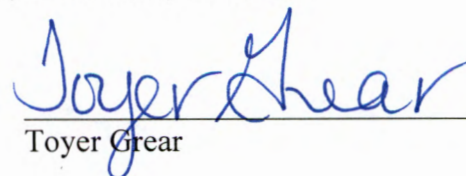
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22
23 I declare under penalty of perjury that the foregoing is true and correct and that this
24 declaration was executed this 5th day of September, at Oakland, California.

25
26 
27 Toyer Grear
28