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8 Attorney for Petitioner
9 CASA MIRA HOMEOWNERS ASSOCIATION,
10 a California non-profit mutual benefit corporation,
11 on its behalf and on behalf of the Association members, et al.

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 IN AND FOR THE COUNTY OF SAN MATEO

14 CASA MIRA HOMEOWNERS
15 ASSOCIATION, a California non-profit
16 mutual benefit corporation, on its behalf
17 and on behalf of the Association members,

18 Petitioners and Plaintiffs,

19 PAULA SKINNER, KAREN PEARLMAN,
20 and CHRISTEN AGNELLO, each as a
21 member of Casa Mira Homeowners'
22 Association and individually

23 Petitioners and Plaintiffs,

24 WILLIAM V. REGAN III and ANN
25 WILLIAMS REGAN, as TRUSTEES of the
26 REGAN REVOCABLE TRUST dated
27 December 29, 1992, and the REGAN
28 REVOCABLE TRUST dated December 29,
1992, each as a member of the Casa Mira
Homeowners' Association and individually,

Petitioners and Plaintiffs,

STUART M. SCHLISSERMAN, as
TRUSTEE of the STUART MARK
SCHLISSERMAN REVOCABLE TRUST
dated April 14, 2004, and the STUART
MARK SCHLISSERMAN REVOCABLE
TRUST dated April 14, 2004, each as a
member of the Casa Mira Homeowners'

Electronically
FILED
by Superior Court of California, County of San Mateo
ON **6/09/2021**
By /s/ Anthony Berini
Deputy Clerk

Case No.: 21-CIV-03202

**VERIFIED PETITION FOR A WRIT
OF ADMINISTRATIVE MANDAMUS
(C.C.P. § 1094.5) AND/OR A
PETITION FOR TRADITIONAL
MANDAMUS (C.C.P. § 1085);**

**COMPLAINT FOR INVERSE
CONDEMNATION, DECLARATORY
AND INJUNCTIVE RELIEF; and**

DEMAND FOR JURY TRIAL

1 Association and individually,

2 Petitioners and Plaintiffs,

3 TARANEH RAZAVI, as TRUSTEE of the
4 TARANEH RAZAVI LIVING TRUST dated
5 September 29, 2009, and the TARANEH
6 RAZAVI LIVING TRUST dated September
7 29, 2009, each as a member of the Casa
8 Mira Homeowners' Association and
9 individually,

10 Petitioners and Plaintiffs,

11 KELLY ANN KRAMER, as TRUSTEE of the
12 KELLY ANN KRAMER 2017 TRUST under
13 Declaration of Trust dated July 18, 2017,
14 and the KELLY ANN KRAMER 2017
15 TRUST under Declaration of Trust dated
16 July 18, 2017, each as a member of the Casa
17 Mira Homeowners' Association and
18 individually,

19 Petitioners and Plaintiffs,

20 GREGG E. MILLER, as TRUSTEE of the
21 MILLER SURVIVOR'S TRUST dated April
22 5, 1993, and the MILLER SURVIVOR'S
23 TRUST dated April 5, 1993, each as a
24 member of the Casa Mira Homeowners'
25 Association and individually,

26 Petitioners and Plaintiffs,

27 GINA M. TRINCHERO, TRUSTEE of the
28 Gina Maria Trincherro 2003 Revocable
Trust, dated July 2, 2003, and the GINA
MARIA TRINCHERO 2003 REVOCABLE
TRUST, dated July 2, 2003, each as a
member of the Casa Mira Homeowners'
Association and individually,

Petitioners and Plaintiffs,

RODERICK A. YOUNG and CHARLOTTE
D. JACOBS, as TRUSTEES of the
YOUNG/JACOB 1998 TRUST, and the
YOUNG/JACOB 1998 TRUST, each as a
member of the Casa Mira Homeowners'
Association and individually,

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Petitioners and Plaintiffs,

HOPE E. GILES AND JAMES S. TUREK, each named solely as a member of the Casa Mira Homeowners' Association and not individually,

Petitioners and Plaintiffs,

POINT REYES HOUSE HOLDING, LLC, as a member of the Casa Mira Homeowners' Association, solely as a member of the Casa Mira Homeowners' Association and not individually,

Petitioner and Plaintiff, and

GUSTAVINO HOLDINGS, LLC, a California limited liability company, solely as a member of the Casa Mira Homeowners' Association and not individually,

Petitioner and Plaintiff,

vs.

CALIFORNIA COASTAL COMMISSION, a department of the State of California, and DOES 1-50, inclusive,

Respondent

CITY OF HALF MOON BAY, a city within the State of California, and DOES 1-50, inclusive,

Real Party-in-Interest.

COMES NOW Petitioners and Plaintiffs, CASA MIRA HOMEOWNERS' ASSOCIATION, on its behalf and on behalf of its members, PAULA SKINNER; KAREN PEARLMAN; CHRISTEN AGNELLO; WILLIAM V. REGAN and ANN WILLIAMS REGAN, as TRUSTEES of the REGAN REVOCABLE TRUST dated December 29, 1992; the REGAN REVOCABLE TRUST dated December 29, 1992; STUART M. SCHLISSERMAN, as TRUSTEE of the STUART MARK SCHLISSERMAN REVOCABLE

1 TRUST dated April 14, 2004; the STUART MARK SCHLISSERMAN REVOCABLE
2 TRUST dated April 14, 2004; TARANEH RAZAVI, as TRUSTEE of the TARANEH
3 RAZAVI LIVING TRUST dated September 29, 2009; the TARANEH RAZAVI LIVING
4 TRUST dated September 29, 2009; KELLY ANN KRAMER, as TRUSTEE of the KELLY
5 ANN KRAMER 2017 TRUST under Declaration of Trust dated July 18, 2017, and the
6 KELLY ANN KRAMER 2017 TRUST under Declaration of Trust dated July 18, 2017;
7 GINA M. TRINCHERO, TRUSTEE OF THE GINA MARIA TRINCHERO 2003
8 REVOCABLE TRUST, dated July 2, 2003; and RODERICK A. YOUNG and CHARLOTTE
9 D. JACOBS, as TRUSTEES of the YOUNG/JACOB 1998 TRUST, the YOUNG/JACOB
10 1998 TRUST; HOPE E. GILES AND JAMES S. TUREK, solely as members of the Casa
11 Mira Homeowners' Association and not individually; POINT REYES HOUSE HOLDING,
12 LLC, solely as a member of the Casa Mira Homeowners' Association and not individually;
13 and GUSTAVINO HOLDINGS, LLC, solely as a member of the Casa Mira Homeowners'
14 Association and not individually (collectively "Casa Mira"), requesting that this Court
15 issue a writ of administrative mandamus (C.C.P. § 1094.5) and/or a writ of traditional
16 mandamus (C.C.P. § 1085), directed to Respondent and Defendant California Coastal
17 Commission ("CCC") pursuant to this Verified Petition for Writ and Complaint, ordering
18 it to set aside and vacate the CCC's April 15, 2021 decision to approve and certify Real
19 Party-in-Interest City of Half Moon Bay's amendment to its Local Coastal Program/Plan
20 ("LCP") ("LCP Amendment"), as set forth herein:

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22 **Introduction and Nature of Action**

- 23 1. On or about April 15, 2021, the CCC approved and certified Real Party-in-
24 Interest City of Half Moon Bay's amendment to its Local Coastal Program/Plan ("LCP").
- 25 2. Petitioner and Plaintiff Casa Mira Homeowners' Association and its
26 members (named herein) challenge that approval and certification on the basis that it
27 violates the Coastal Act and exceeds the CCC's authority under the Coastal Act and state
28 law.

1 3. Casa Mira and Association members (with the exception of the owners of
2 10, 12 and 14 Mirada Road) separately and individually challenge the CCC's approval and
3 certification on the basis that the action constitutes a taking without just compensation in
4 violation of the U.S. and California constitutions (U.S. Const., 5th Amend.; Cal. Const.,
5 art. I, § 19).

6 4. Casa Mira and certain members presently have another related lawsuit
7 pending against the CCC in San Mateo County Superior Court, *Casa Mira v. Coastal*
8 *Commission*, case no. 19-CIV-04677, for unlawfully denying Casa Mira's application for a
9 shoreline protective device to protect their townhomes, a sewerline and a portion of the
10 Coastal Trail fronting their homes in Half Moon Bay. Although the parties are engaged in
11 an effort to settle that related lawsuit, Casa Mira is compelled to file this second lawsuit
12 given the extremely short statute of limitations to challenge CCC actions under Pub. Res.
13 Code § 30801. Casa Mira presently believes that if the related case is settled, this lawsuit
14 can be included in that settlement.

15
16 **The Parties, Jurisdiction and Venue**

17 5. Petitioner and Plaintiff Casa Mira Homeowners' Association is, and at all
18 times relevant in this Petition and Complaint, has been, a California not-for-profit
19 corporation in good standing, and the owner in fee simple of the common areas of the
20 Association. Civil Code § 5980 grants the Casa Mira Homeowners' Association with
21 standing to sue for property damage to common areas and certain separate interests and
22 in a representative capacity to the owners. Casa Mira used herein refers to Casa Mira as
23 the not-for-profit corporation, and each member of the Association (i.e., the owners of
24 fee simple title to the separate real property and townhomes), located in the City of Half
25 Moon Bay in San Mateo County.

26 6. Petitioners and Plaintiffs Paula Skinner, Karen Pearlman and Christen
27 Agnello own as joint tenants in fee simple the real property and townhome at 16 Mirada
28 Road, Half Moon Bay, California. They are each members of the Casa Mira

1 Homeowners' Association.

2 7. Petitioners and Plaintiffs William V. Regan III and Ann Williams Regan, as
3 Trustees of the Regan Revocable Trust dated December 29, 1992, and the Regan
4 Revocable Trust dated December 29, 1992, own in fee simple the real property and
5 townhome at 18 Mirada Road, Half Moon Bay, California. They are each members of the
6 Casa Mira Homeowners' Association.

7 8. Petitioners and Plaintiffs Stuart M. Schlisserman, as Trustee of the Stuart
8 Mark Schlisserman Revocable Trust dated April 14, 2004, the Stuart Mark Schlisserman
9 Revocable Trust dated April 14, 2004, Taraneh Razavi, as Trustee of the Taraneh Razavi
10 Living Trust dated September 29, 2009, and the Taraneh Razavi Living Trust dated
11 September 29, 2009, own in fee simple the real property and townhome at 20 Mirada
12 Road, Half Moon Bay, California. They are each members of the Casa Mira
13 Homeowners' Association.

14 9. Petitioners and Plaintiffs Kelly Ann Kramer, as Trustee of the Kelly Ann
15 Kramer 2017 Trust under Declaration of Trust dated July 18, 2017, and the Kelly Ann
16 Kramer 2017 Trust under Declaration of Trust dated July 18, 2017, own in fee simple the
17 real property and townhome at 22 Mirada Road, Half Moon Bay, California. They are
18 each members of the Casa Mira Homeowners' Association.

19 10. Petitioners and Plaintiffs Gregg E. Miller, as Trustee of the Miller Survivor's
20 Trust dated April 5, 1993, and the Miller Survivor's Trust dated April 5, 1993, own in fee
21 simple the real property and townhome at 24 Mirada Road, Half Moon Bay, California.
22 They are each members of the Casa Mira Homeowners' Association.

23 11. Petitioners and Plaintiffs Gina M. Trincherro, Trustee of the Gina Maria
24 Trincherro 2003 Revocable Trust, dated July 2, 2003, and the Gina Maria Trincherro
25 2003 Revocable Trust, dated July 2, 2003, own in fee simple the real property and
26 townhome at 26 Mirada Road, Half Moon Bay, California. They are each members of the
27 Casa Mira Homeowners' Association.

28 12. Petitioners and Plaintiffs Roderick A. Young and Charlotte D. Jacobs, as

1 Trustees of the Young/Jacob 1998 Trust, own in fee simple the real property and
2 townhome at 28 Mirada Road, Half Moon Bay, California. They are each members of the
3 Casa Mira Homeowners' Association.

4 13. Petitioners and Plaintiffs Hope E. Giles and James S. Turek own in fee
5 simple the real property and townhome at 10 Mirada Road, Half Moon Bay, California.
6 They are each members of the Casa Mira Homeowners' Association. They bring this
7 action solely as members of the Casa Mira Homeowners' Association and not
8 individually.

9 14. Petitioner and Plaintiff Point Reyes House Holdings, LLC owns in fee
10 simple the real property and townhome at 12 Mirada Road, Half Moon Bay, California.
11 It is a member of the Casa Mira Homeowners' Association. It brings this action solely as
12 a member of the Casa Mira Homeowners' Association and not individually.

13 15. Petitioner and Plaintiff Gustavino Holdings, LLC owns in fee simple the real
14 property and townhome at 14 Mirada Road, Half Moon Bay, California. It brings this
15 action solely as a member of the Casa Mira Homeowners' Association and not
16 individually.

17 16. Petitioner and Plaintiff Casa Mira and its members are adversely affected by
18 Respondent CCC's approval and certification of Real Party-in-Interest City of Half Moon
19 Bay's amendment to its LCP. Since 2016, their homes have faced a threat of bluff
20 collapse and erosion. They applied to the Coastal Commission to build a seawall, but in
21 2019 that application was effectively denied (said denial being the subject of pending
22 litigation before the San Mateo County Superior Court). Future applications for
23 shoreline protective devices will likely need to be filed initially with the City of Half
24 Moon Bay, meaning that the LCP Amendment would be the governing planning
25 document and standard. The LCP Amendment's prohibition of long-term shoreline
26 protective devices would purport to prevent Casa Mira and its members from
27 constructing a long-term seawall or revetment, and therefore, Casa Mira and its
28 members are adversely impacted by the Coastal Commission's certification and approval

1 of the LCP Amendment.

2 17. Respondent and Defendant California Coastal Commission (“CCC”) is a
3 commission of the State of California housed in the California Natural Resources
4 Agency, and established pursuant to the California Coastal Act (Pub. Res. Code §§ 30000
5 *et seq.*). On April 15, 2021, the CCC approved and certified an amendment to Real Party-
6 in-Interest City of Half Moon Bay’s LCP. The CCC’s approval and certification violated
7 the Coastal Act.

8 18. Real Party-in-Interest the City of Half Moon Bay (the “City”) is an city
9 located in San Mateo County, California. It was the City’s amendment to its LCP that is
10 the subject of this lawsuit and thus the City’s rights or interests may be affected by this
11 litigation.

12 19. The true names and capacities, whether individual, corporate, associate, or
13 otherwise, of DOES 1 through 50 are unknown to the Petitioners, who therefore sue
14 these defendants/respondents/real-parties-in-interest by fictitious names. The
15 Petitioners will amend this Petition/Complaint to show the DOE
16 defendants/respondents/real-parties-in-interests’ true names and capacities when
17 ascertained. Petitioners are further informed and believe that each of the
18 respondents/defendants named herein, including DOES 1 through 10, was the agent,
19 servant, employee, and/or alter ego of the other respondents/defendants and, that in
20 doing the things alleged herein, was acting within the scope to his/her/its actual or
21 apparent authority.

22 20. Pursuant to C.C.P. §§ 393(b) and Gov’t Code § 955, venue is proper because
23 the cause of actions arose, and the subject property is located, in San Mateo County.

24 21. This Court has jurisdiction pursuant to C.C.P. §§ 1085, 1094.5, 1095.5,
25 1060, 526(a), and 527(a), and Pub. Res. Code § 30801 [actions against the CCC].

26
27 **The Coastal Act Framework for LCPs**

28 22. Generally, the Coastal Act governs land use planning within the coastal

1 zone. The entire City of Half Moon Bay is located within the coastal zone.

2 23. Local governments that lie in any part of the coastal zone must develop a
3 Local Coastal Plan/Program that implements the requirements of the Coastal Act. The
4 Local Coastal Program includes a land use plan and zoning ordinances, all of which must
5 be consistent with the Coastal Act. Pub. Res. Code, §§ 30001.5, 30500-30526.

6 24. At the state level, the CCC oversees local government implementation of the
7 Coastal Act in various ways. For instance, the CCC must certify that a Local Coastal
8 Program/Plan complies with the Coastal Act before the LCP can take effect. Pub. Res.
9 Code §§ 30500(a) and 30512(a). If a local agency seeks to amend its LCP, the CCC must
10 approve and certify the modification. Pub. Res. Code § 30514(a). Specifically, under
11 Pub. Res. Code, § 30514(a) “a certified local coastal program and all local implementing
12 ordinances, regulations, and other actions may be amended by the appropriate local
13 government, but no such amendment shall take effect until it has been certified by the
14 [coastal] commission.” Under Pub. Res. Code, § 30514(b) “Any proposed amendments
15 to a certified local coastal program shall be submitted to, and processed by, the
16 commission in accordance with the applicable procedures”

17 25. Under Pub. Res. Code, § 30519, “after a local coastal program, or any
18 portion thereof, has been certified and all implementing actions within the area affected
19 have become effective, the development review authority . . . shall no longer be exercised
20 by the commission over any new development proposed within the area to which the
21 certified local coastal program, or any portion thereof, applies and shall at that time be
22 delegated to the local government that is implementing the local coastal program or any
23 portion thereof.”

24 26. In other words, the local government submits its proposed LCP amendment
25 to the CCC, and if the CCC certifies the amendment, then the local government becomes
26 the initial and principal reviewing authority for development in that area.

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FIRST CAUSE OF ACTION

(Petition for Writ of Administrative Mandate, C.C.P. § 1094.5, or, in the Alternative, for Writ of Traditional Mandate, C.C.P. § 1085; Exceedance of Authority in Violation of the Coastal Act and State Law)

27. Petitioner incorporates herein by reference the allegations of paragraphs 1 through 26 above, as if set forth in full.

28. Pursuant to Code of Civil Procedure § 1094.5, Petitioner Casa Mira and its members bring this action for an administrative writ on the basis that Respondent CCC has proceeded without, or in excess of, jurisdiction and authority and prejudicially abused its discretion by failing to proceed in the manner required by law in approving and certifying the LCP Amendment.

29. Alternatively, pursuant to Code of Civil Procedure § 1085, Petitioner Casa Mira and its members bring this action for a traditional writ on the basis that Respondent CCC’s approval and certification of the LCP Amendment was arbitrary, capricious, or entirely lacking in evidentiary support, contrary to established public policy, and unlawful.

30. Petitioner Casa Mira and its members are beneficially interested in the issuance of the subject writ finding that the CCC’s approval and certification of the LCP Amendment was unlawful and exceeded that agency’s jurisdiction, and mandating that the CCC nullify, withdraw, set aside and/or vacate its approval and certification, in whole or in part. Casa Mira and its members are beneficially interested in the protections granted by the Coastal Act to existing structures like their townhomes, and in ensuring that the Coastal Commission and City do not exceed their authority under the Coastal Act. Petitioner Friends and its members are beneficially interested in the issuance of the writ to invalidating, in whole or in part, the LCP Amendment to the extent that it impinges on these rights. Casa Mira and its members own real property and structures that will be adversely affected by the unlawful LCP Amendment and the legal findings and standards thereunder, in that it will substantially impair and/or prohibit their ability to secure and construct a shoreline protective device necessary to protect their private

1 property. Casa Mira's members include taxpayers of the State of California, San Mateo
2 County and the City of Half Moon Bay, as, as such have taxpayer standing to bring this
3 action. Petitioner Casa Mira and its members have an interest in ensuring: (1) that the
4 CCC and the City do not unlawfully exceed their respective jurisdiction or authority in
5 effectively prohibiting shoreline protective devices in ways not authorized or allowed
6 under Pub. Res. Code § 30235, or in imposing requirements not authorized by the
7 Coastal Act or state law; and (2) that laws, regulations, and duties are executed and
8 enforced uniformly, fairly, and as written. Casa Mira and its members have a beneficial
9 interest in upholding the long-standing interpretation of the Coastal Act bestowing
10 protection on structures existing at the time of a coastal permit application. Casa Mira
11 and its members' beneficial interest, as described herein, has been and continues to be
12 threatened by the CCC's prejudicial abuse of discretion and violation of law.

13 31. Alternatively, Petitioner Casa Mira and its members are citizens seeking to
14 enforce public rights and the object of this mandamus action is to enforce a public duty
15 and right of upholding the limitations of the Coastal Act on the CCC, as detailed herein,
16 and the vindication of rights of the public similarly situated.

17 32. Petitioner Casa Mira has performed all conditions precedent to the filing of
18 this Petition and Complaint and otherwise exhausted all required and applicable
19 administrative remedies, or is otherwise excused given that this is a challenge to the
20 authority of the CCC, or that additional administrative efforts by Casa Mira and its
21 members would have been futile.

22 33. Petitioner Casa Mira has no plain, speedy, and adequate remedy in the
23 ordinary course of law, other than the relief sought in this Petition and Complaint.
24 Absent intervention by this Court, the CCC and the City will treat the LCP Amendment
25 as lawful, and the public and other governmental entities will accept it as lawful. No
26 additional administrative appeal or other form of relief is available to prevent such an
27 occurrence. Petitioner Casa Mira and its members have a clear, present and beneficial
28 right to recognition and upholding of the Coastal Act as previously interpreted and

1 applied.

2 34. On April 15, 2021, the CCC approved and certified the City of Half Moon
3 Bay's LCP Amendment which included a LCP land use plan ("LUP") update.

4 35. The CCC staff stated that the City's LUP update "is a complete overhaul that
5 would replace the existing LUP."

6 36. The CCC approved and certified the LCP Amendment even though it
7 contains numerous provisions that violate the Coastal Act. Hereinafter, "LCP
8 Amendment" also refers and includes the LUP update.

9 37. The LCP Amendment attempts to adopt certain measures (principally in
10 Chapter 7 of the LCP) known as "managed retreat," that are inconsistent with the Coastal
11 Act. In the hearings below before the City of Half Moon Bay, City staff noted that "the
12 concept of managed retreat" is "one alternative" to address bluff erosion and collapse,
13 "but [it] is not explicitly required by State Law." Yet, the way that the LCP Amendment
14 is structured, it allows *only* managed retreat, and *does not* over the long-term allow
15 shoreline protective devices.

16 38. Policy 7-40 provides:

17 "7-40. Property Protection Plans. In association with a coastal
18 development permit approval, the City shall require owners of any
19 property with a principle structure, such as a primary residence, closer
20 than 100 feet to the blufftop edge, or located in an area subject to potential
21 risk of shoreline hazards during the anticipated life span of the structure,
22 to develop a property protection plan and submit it to the City for review
23 and approval. In addition, at any time a landowner may voluntarily submit
24 a property protection plan to the City for review and approval. The
25 property protection plan shall:

26 a. Provide an estimate of when the structure may be permanently unsafe
27 for occupancy due to wave action, bluff failure, or erosion, including as
28 may be exacerbated by sea level rise;

b. Identify measures that could make the structures suitable for habitation
without the use of bluff or shoreline protective devices, including necessary
steps and thresholds for how and when to retrofit, remove or relocate the
structure before it becomes permanently unsafe for use or occupancy or
otherwise poses a threat to public safety; and

c. Be recorded against the property once it has been approved by the City.

1 In the event that the approved plan identifies there is no feasible alternative that
2 could make the structure(s) suitable for habitation while the approved plan is being
3 implemented, a shoreline protective device may be allowed if the shoreline protective
4 device is only in place for the time needed to retrofit, remove or relocate the structure
pursuant to the approved plan and if all coastal resources impacts are appropriately and
proportionally mitigated and the site is fully restored upon removal of the protective
device.”

5 39. The LCP Amendment characterizes its managed retreat policy as “a
6 requirement for developing a plan for long-term protection of properties at risk of sea
7 level rise and bluff erosion, such as through retrofitting, removal, or relocation (Policy 7-
8 40. Property Protection Plans.)” The LCP Amendment changed the City’s existing LCP by
9 limiting a property owner like the Casa Mira members to three long-term options to
10 address bluff erosion and sea level rise – retrofitting, removal or relocation. A seawall or
11 revetment is not allowed long-term. That limitation is inconsistent with the rights
12 bestowed on a property owner in Pub. Res. Code § 30235. Section 30235 *requires* the
13 government to grant a permit for a shoreline protective device for all existing structures
14 so long as the device is designed “to eliminate or mitigate adverse impacts on local
15 shoreline sand supply.” LCP Policy 7-40 unlawfully denies property owners the right to a
16 shoreline protective device and substitutes three alternatives to a shoreline protective
17 device – retrofitting, removal or relocation. Thus, instead of being allowed to build a
18 protective device the landowner is unlawfully limited to retrofitting his house, removing
19 his house, or relocating his house. Section 30235 doesn’t allow a prohibition against
20 shoreline protective devices, *even* in the “long-term.” (Policy 7-40 only allows a shoreline
21 protective device potentially if the shoreline protective device is only in place “for the time
22 needed to remove or relocate the structure,” i.e., for a limited, short term to accomplish
23 structure removal or relocation.) For these reasons, the CCC’s approval of Policy 7-40
24 exceeds the CCC’s authority under the Coastal Act because it is inconsistent with § 30235.
25 In approving the LCP Amendment, the CCC disregarded and ignored this inconsistency.

26 40. The LCP Amendment is inconsistent with another part of Pub. Res. Code §
27 30235, as well. Section 30235 provides, in relevant part: “Revetments, breakwaters,
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1 groins, harbor channels, seawalls, cliff retaining walls, and other such construction that
2 alters natural shoreline processes **shall be permitted when required to serve**
3 **coastal–dependent uses** or to protect existing structures or public beaches in danger
4 from erosion and when designed to eliminate or mitigate adverse impacts on local
5 shoreline sand supply.” (Emphasis added.) The existing Coastal Trail fronting the Casa
6 Mira townhomes is unambiguously a “coastal dependent use,” and the City has made that
7 very finding in LCP Policy 5-29 [“Public trails and beach accessways are considered
8 resource-dependent uses . . . , (and) the Coastal Trail is considered a coastal-dependent
9 use and its implementation, maintenance, and improvement along the coastline shall be a
10 priority.”] The LCP Amendment further states “The Coastal Trail is a significant public
11 access and recreation resource in Half Moon Bay.” CCC staff previously concluded that a
12 proposed seawall fronting the Coastal Trail near the Casa Mira homes eliminates or
13 mitigates adverse impacts on local shoreline sand supply. Thus, under the Coastal Act, a
14 shoreline protective device to protect the Coastal Trail is mandatory under Pub. Res. Code
15 § 30235. Yet, the LCP Amendment states that “hard engineered” devices (e.g., seawalls,
16 rock revetments) “should be removed as soon as possible.” That policy adds a condition
17 or requirement not found in Pub. Res. Code § 30235, and, as such, is inconsistent with
18 the Coastal Act. The CCC lacks authority to approve a LCP that contains conditions or
19 requirements not found in § 30235. Furthermore, the LCP’s policy statement is
20 nonsensical. Removal “as soon as possible” means as soon as it is constructed. So, the
21 LCP Amendment would allow construction of a seawall for a coastal dependent use, but
22 require that it be removed immediately. In addition, later on page 7-18, the LCP
23 Amendment states “The LUP also calls for the gradual removal of protective devices as
24 they are no longer used or fall into disrepair, and restoration of the bluff and beach area
25 when protective devices are removed.” So one part of the LCP requires removal “as soon
26 as possible,” and another provision calls for a “gradual removal.” As such, the LCP
27 Amendment is internally inconsistent on this point. “A general plan is internally
28 inconsistent when one required element impedes or frustrates another element or when

1 one part of an element contradicts another part of the same element.” *Citizens for*
2 *Positive Growth & Preservation v. City of Sacramento* (2019) 43 Cal.App.5th 609, 619.
3 This inconsistency renders the LCP invalid. For all these reasons, the CCC lacked
4 authority to approve and certify the LCP Amendment.

5 41. The LCP Amendment also is unlawful because it attempt to “re-interpret”
6 the phrase “existing structures” contained in Pub. Res. Code § 30235. Initially, the City
7 added a new definition of “existing structures” to mean structures built prior to the
8 adoption of the Coastal Act in 1977 (even though §30235 doesn’t say that). The purpose
9 of that new definition was to argue that Pub. Res. Code § 30235 only protects structures
10 that pre-date the Coastal Act. In the administrative proceedings below before the City,
11 Casa Mira objected that Pub. Res. Code § 30235 doesn’t say that, and the CCC for decades
12 has interpreted “existing structures” to mean structures that existed *at the time of the*
13 *coastal permit application*. As a result, the City revised the proposed LCP Amendment to
14 remove an express definition of “existing structures.” The City claimed that it may
15 address the issue when it adopts an implementation plan for the LCP at some later date.
16 **But** the City kept references to the new definition of “existing structures” in the LCP
17 Amendment. For instance, the LCP Amendment states “Several policies cover the topic of
18 shoreline protection, which is known to have negative impacts on coastal processes in the
19 long-term. Hard shoreline protection devices alter natural shoreline processes by
20 preventing natural bluff retreat and reducing sources of sand supply. As a result, these
21 devices can cause loss of beach area which may be accelerated by sea level rise. **Policies**
22 **limit the construction of new hard shoreline protection to only that which is**
23 **required to protect existing structures established before Coastal Act**
24 **adoption**, and critical facilities in danger from erosion, and require the use of soft
25 protection where feasible as a preferred alternative to hard protection when protection is
26 needed.” (LCP Amendment, p. 7-18; see also p. 7-11 [“Although the Coastal Act permits
27 shoreline protective devices for *structures built prior to the Coastal Act, . . .*”].)
28 (Emphasis added.) So while the City claims that it removed the new definition of

1 “existing structures,” in truth, it retained the new definition when applying certain
2 provisions. This is worse because it led the public to believe that it eliminated the
3 definition, but, it instead, it just made its adoption more subtle. The LCP Amendment’s
4 stealth, back-door effort to re-interpret the term “existing structures” contained in Pub.
5 Res. Code § 30235 is unlawful, and the CCC’s effort to approve this aspect of the LCP
6 exceeds the CCC’s authority. Neither the City nor the CCC have any authority to “re-
7 interpret” “the term “existing structures” to mean only those structures existing when the
8 Coastal Act was adopted in 1977. For decades, the CCC has interpreted that term to mean
9 structures existing at the time of the coastal permit application. The Legislature has not
10 amended § 30235, and thus there is no basis for a “new” interpretation. The CCC has no
11 authority under the Coastal Act to approve a LCP that incorporates a new definition of
12 “existing structures,” either expressly or tacitly.

13 42. To the extent that the CCC relies on agency “guidance,” to justify approving
14 a LCP Amendment that attempts to “re-interpret” the term “existing structure” contained
15 in Pub. Res. Code § 30235, that reliance is misplaced and the guidance itself is unlawful
16 because it is inconsistent with § 30235. In footnote 6 of the staff report, the CCC writes:
17 “As described in the Commission’s 2015 Sea Level Rise Policy Guidance, the Commission
18 interprets the term “existing structures” in Section 30235 as meaning structures that
19 were in existence on January 1, 1977, the effective date of the Coastal Act. In other words,
20 Section 30235’s directive to permit shoreline armoring for structures in certain
21 circumstances applies to development that lawfully existed as of January 1, 1977 and that
22 has not subsequently been redeveloped (i.e., where changes to it since 1977 have been
23 sufficient enough that it is considered a replacement structure required to conform to
24 applicable Coastal Act and LCP provisions). This interpretation is the most reasonable
25 way to construe and harmonize Sections 30235 and 30253, which together evince a broad
26 legislative intent to allow armoring for development that existed when the Coastal Act
27 was passed, when such development is in danger from erosion, but to avoid such
28 armoring for development constructed consistent with the Act, which doesn't allow

1 shoreline altering armoring development to support same. This interpretation, which
2 essentially ‘grandfathers’ protection for development that predates the Coastal Act, is also
3 supported by the Commission’s duty to protect public trust resources and interpret the
4 Coastal Act in a liberal manner to accomplish its purposes.” The Guidance’s “re-
5 interpretation” of Pub. Res. Code § 30235 unlawfully adds text and words that are not in
6 the statute. The Legislature has not amended the statute to authorize this change in
7 interpretation. Neither the CCC nor the City has any authority to change the meaning of a
8 statute, or to “re-interpret” its meaning decades after-the-fact. The CCC has historically
9 interpreted the term “existing structures” in § 30235 to mean those structures in
10 existence when an application for a protective structure is made, as is the case with Casa
11 Mira here. The proper interpretation of § 30235 is exactly the way that the CCC has
12 interpreted it previously – “existing structures” in § 30235 means those structures in
13 existence when an application for a protective structure is made. The CCC’s vacillating
14 and inconsistent position on this issue over time means that its interpretation of the
15 statute is not entitled to any deference by a court. *Yamaha Corp. of Am. v. State Bd. of*
16 *Equalization* (1998) 19 Cal.4th 1 (“[a] vacillating position ... is entitled to no deference.”).
17 California law distinguishes between two classes of rules – quasi-legislative and
18 interpretive. Here, the CCC’s interpretation of the statute at issue is not entitled to any
19 deference. It is not filling in “gaps” in the statutory language, but simply imposing its
20 gloss on what certain statutory words mean. The CCC’s 2015 Sea Level Rise Policy
21 Guidance and 2018 Science Update each are merely guidance documents and not legally
22 binding on the CCC, the City or any court. The 2015 Sea Level Rise Policy Guidance is
23 inconsistent with the Coastal Act (Pub. Res. Code § 30235), as that provisions has been
24 interpreted by the CCC for decades and decades. Because the CCC purports to rely on
25 that guidance here, Casa Mira challenges those guidance as violative of the Coastal Act,
26 and in excess of the CCC’s authority.

27 43. LCP Policy 7-40 violates another provision of the Coastal Act as well. Pub.
28 Res. Code § 30001.5 provides, in part, “(b) Assure orderly, balanced utilization and

1 conservation of coastal zone resources *taking into account the social and economic needs*
2 of the people of the state.” (Emphasis added.) Policy 7-40, combined with the policies
3 restricting shoreline protective devices, which essentially condemn the Casa Mira homes,
4 violate Pub. Res. Code § 30001.5(b) by failing to account for the social and economic
5 needs of the people. There is a severe housing shortage in California and yet the LCP
6 Amendment mandates the destruction of the Casa Mira homes even though the
7 homeowners have proven that they are willing to protect those homes through the
8 construction of a seawall, as allowed by Pub. Res. Code § 30235. The CCC violated Pub.
9 Res. Code § 30001.5 by failing to consider the financial devastation that the LCP
10 Amendment forces on Casa Mira and its members by blocking their effort to save their
11 homes from bluff retreat and erosion.

12 44. LCP Policy 7-34 includes the following command: “Do not permit shoreline
13 protection structures for the sole purpose of protecting an ancillary or accessory structure
14 or use. Such accessory structures shall be removed if they are in danger from erosion,
15 flooding, or wave run-up or if the bluff edge encroaches to within 10 feet of the structure
16 as a result of erosion, landslide, or other form of bluff collapse. New accessory structures
17 shall be constructed and designed to be removed or relocated in the event of threat from
18 erosion, bluff failure, or wave hazards.” Again, the LCP Amendment unlawfully changes
19 the requirements of Pub. Res. Code § 30235. Under the Coastal Act, the principal
20 condition to gain the right to a shoreline protective device for public uses or structures is
21 whether they are “coastal-dependent.” The LCP Amendment cannot override Pub. Res.
22 Code § 30235 by simply declaring it won’t approve “ancillary or accessory structure or
23 uses,” regardless whether they are “coastal-dependent.” Such an effort is violative of the
24 Coastal Act, and the CCC had no authority under the Coastal Act to approve such a
25 provision.

26 45. Chapter 5 of the LCP Amendment contains additional provisions that the
27 CCC had no authority to approve. LCP Policy 5-63 states “Any offers of dedication or
28 easement required by this Plan shall be reserved until accepted by the State Department

1 of Parks and Recreation, other State agencies, San Mateo County, or a special district.”
2 This policy is unlawful because it violates the rule against perpetuities. “A nonvested
3 property interest is invalid unless one of the following conditions is satisfied: (a) When
4 the interest is created, it is certain to vest or terminate no later than 21 years after the
5 death of an individual then alive. (b) The interest either vests or terminates within 90
6 years after its creation.” Probate Code § 21205; *Trolan v. Trolan* (2019) 31 Cal.App.5th
7 939, 952. LCP Policy 5-63 facially violates that long-standing rule because the offer is
8 mandated to be “reserved” until accepted by the government with no time limitation. The
9 mere possibility that a property interest may vest beyond the permitted period constitutes
10 a violation of the rule against perpetuities. *Dallapi v. Campbell* (1941) 45 Cal.App.2d 541.
11 The CCC had no authority to approve this provision given that it mandates a violation of
12 state law, i.e., the rule against perpetuities.

13 46. The CCC’s approval and certification of the LCP Amendment violated the
14 Coastal Act and state law, is contrary to law, exceeds its authority, is arbitrary and
15 capricious, constitutes a prejudicial abuse of discretion and is not supported by
16 substantial evidence or data.

17
18 **SECOND CAUSE OF ACTION**
19 **(Inverse Condemnation)**
20 **(U.S. Const., 5th Amend.; Cal. Const., art. I, § 19)**

21 47. Casa Mira incorporates herein by reference the allegations of paragraphs 1
22 through 45 above, as if set forth in full.

23 48. This cause of action is bought by the owners of 16, 18, 20, 22, 24, 26 and 28
24 Mirada Road, Half Moon Bay, California, as identified herein (the “Owners”).

25 49. The LCP Amendment changed the City’s existing LCP by limiting a property
26 owner to three long-term options to address bluff erosion and sea level rise – retrofitting,
27 removal or relocation. A seawall or revetment is not allowed long-term. That limitation
28 is inconsistent with the rights bestowed on a property owner in Pub. Res. Code § 30235.
LCP Policy 7-40 unlawfully denies in all long-term scenarios Casa Mira and the Owners

1 the right to a shoreline protective device mandated by Pub. Res. Code § 30235, without
2 the payment of just compensation.

3 50. The City’s prior LCP, certified by the CCC, stated “Existing structures along
4 Mirada Road are threatened by high cliff retreat.” Thus, both the City and the CCC have
5 admitted in approved findings that the homes on Mirada Road have faced bluff collapse
6 threats since at least 1993. Yet, the prior LCP did not command removal of the structures
7 or block shoreline protective devices. The new LCP Amendment now bans long-term
8 shoreline protective devices, and requires that homes be demolished or moved without
9 payment of just compensation. That constitutes a taking. The CCC liable because the
10 LCP Amendment is not effective without the CCC’s certification.

11 51. No exception to taking applies, and it would be futile for Casa Mira and the
12 Owners to ask the CCC or the City to waive the shoreline protection device prohibition,
13 and the CCC would have no authority to waive it. City planning staff has admitted that
14 the City has never in its history waived a planning or LCP requirement on any shoreline
15 protective device application.

16 52. The CCC’s approval and certification of the LCP Amendment constitutes a
17 temporary and/or permanent taking of property without just compensation in violation
18 of the U.S. and California constitutions. The 5th Amendment to the United States
19 Constitution mandates that private property shall not be taken for public use “without
20 just compensation.”

21 53. The CCC’s action improperly denies Casa Mira and the Owners all use of its
22 property without payment of just compensation. Even, assuming, *arguendo*, that the
23 CCC has not deprived Casa Mira and the Owners of all economic use, the CCC has
24 deprived them of reasonable investment-backed expectations as set forth in *Penn Central*
25 *Transp. Co v. New York City* (1978) 438 U.S. 104, 127 (1978). Casa Mira and the Owners
26 have a reasonable investment-backed expectation that they could use the property for
27 residential homes and investment as has been the case since at least 1982, and that their
28 existing structures were entitled to be protected by a shoreline protective device under

1 Pub. Res. Code § 30235. Casa Mira and the owners have meet all conditions and
2 requirements of Pub. Res. Code § 30235 and in the Coastal Act, and have previously
3 demonstrated that to the CCC, and the CCC staff has admitted that. Damages exceed \$2
4 million per home, in an amount to be determined at trial, or more than \$14 million
5 aggregate.

6 54. Article I, § 19 of the California Constitution also prohibits the taking of
7 private property without just compensation or the payment of damages, and the CCC's
8 action violates this prohibition. Casa Mira and the Owners have suffered a taking and/or
9 damages as described herein under state law.

10
11 **THIRD CAUSE OF ACTION**
12 **(Exceedance of Authority and Inverse Condemnation**
13 **for Mandated "Rolling Easement")**
14 **(U.S. Const., 5th Amend.; Cal. Const., art. I, § 19)**

15 55. Casa Mira incorporates herein by reference the allegations of paragraphs 1
16 through 54 above, as if set forth in full.

17 56. This cause of action is bought by the owners of 16, 18, 20, 22, 24, 26 and 28
18 Mirada Road, Half Moon Bay, California, as identified herein (the "Owners").

19 57. Proposed LCP Policy 7-42 commands that the government "Utilize rolling
20 easements or other strategies to limit or restrict development on lands within 300 feet of
21 the beach or bluff edge (i.e. lands that are most vulnerable to shoreline hazards) as a
22 condition of approval for new development or new subdivisions located in such areas to
23 allow coastal lands and habitats, including beaches and wetlands, to migrate landward
24 over time as the mean high tide line and public trust boundary moves inland with sea
25 level rise." The LCP Amendment does not define the term "rolling easement." No
26 California law recognizes a "rolling easement." Generally, the rolling easement *theory*
27 asserts that an existing public access easement shifts as the beach on which it is located
28 shifts, whether by accretion, erosion, or avulsion. This is not an accepted doctrine in
California, and therefore, the LCP Amendment's mandate for such easements is unlawful.

1 The CCC has no authority under the Coastal Act to approve a LCP that mandates
2 extracting “rolling easements” from private property owners like Casa Mira and the
3 Owners here.

4 58. Additionally, even assuming, *arguendo*, that rolling easements were lawful
5 in California, the LCP Amendment mandate does not require the payment of just
6 compensation to the private property owner when the easement is imposed. An easement
7 is a property interest; the government can no more impress private property with an
8 easement without compensating the owner of the property than it can build a highway
9 across such land without paying the owner. The CCC’s approval of a LCP mandating a
10 “rolling easement” for all development conditions of approval for properties within 300
11 feet of a bluff edge without payment of just compensation violates the U.S. and California
12 Constitutions. The 5th Amendment to the United States Constitution mandates that
13 private property shall not be taken for public use “without just compensation.” The CCC’s
14 approval and certification of the LCP Amendment thus constitutes a temporary and/or
15 permanent taking of property without just compensation in violation of the U.S. and
16 California constitutions.

17 59. No exception to taking applies, and it would be futile for Casa Mira and the
18 Owners to ask the CCC or the City to waive the rolling easement requirement, and the
19 CCC would have no authority to waive it. City planning staff has admitted that the City
20 has never in its history waived a planning or LCP requirement on any shoreline protective
21 device application.

22 60. The CCC’s action improperly denies Casa Mira and the Owners all use of its
23 property without payment of just compensation. Even, assuming, *arguendo*, that the
24 CCC has not deprived Casa Mira and the Owners of all economic use, the CCC has
25 deprived them of reasonable investment-backed expectations as set forth in *Penn Central*
26 *Transp. Co v. New York City* (1978) 438 U.S. 104, 127 (1978). Casa Mira and the Owners
27 have a reasonable investment-backed expectation that they could use the property for
28 residential homes and investment without being forced to give the government easement

1 rights as a condition of protecting their property as allowed by Pub. Res. Code § 30235.
2 Casa Mira and the owners have meet all conditions and requirements of Pub. Res. Code §
3 30235 and in the Coastal Act, and have previously demonstrated that to the CCC, and the
4 CCC staff has admitted that. Damages exceed \$500,000 per home, in an amount to be
5 determined at trial, or more than \$3.5 million aggregate.

6 61. Article I, § 19 of the California Constitution also prohibits the taking of
7 private property without just compensation or the payment of damages, and the CCC's
8 action violates this prohibition. Casa Mira and the Owners have suffered a taking and/or
9 damages as described herein under state law.

10 62. The CCC liable is liable because the LCP Amendment is not effective
11 without the CCC's certification.

12 63. The mandatory "rolling easement" also violates the Coastal Act, Pub. Res.
13 Code § 30001.5, which provides, in part, "(c) Maximize public access to and along the
14 coast and maximize public recreational opportunities in the coastal zone *consistent with*
15 *sound resources conservation principles and constitutionally protected rights of private*
16 *property owners.*" (Emphasis added.) Here, mandating a "rolling easement" as a
17 condition of approval for all development within 300 feet of a bluff without paying just
18 compensation is not consistent with "constitutionally protected rights of private property
19 owners."

20 **PRAYER FOR RELIEF**

21 WHEREFORE, the Petitioner respectfully prays for relief as follows:

22 1. A writ of mandate issued against Respondent CCC finding that the CCC acted
23 in excess of its authority and jurisdiction, and in violation of the Coastal Act, by
24 purporting to approve and certify the City of Half Moon Bay's Local Coastal
25 Program/Plan Amendment.

26 2. Costs of suit.

27 3. Attorney's fees under CCP § 1021.5, CCP § 1036, and/or state law.

28 ///

1 4. With respect to those Casa Mira Association members filing individually, that
2 the CCC's approval and certification of the City of Half Moon Bay's Local Coastal
3 Program/Plan Amendment constitutes a taking of each member's private property
4 without just compensation in violation of the 5th Amendment of the U.S. Constitution
5 and Art. I, § 19 of the California Constitution.

6 5. With respect to those Casa Mira Association members filing individually,
7 damages for a temporary and/or permanent taking in the amount to be determined at
8 trial, but in excess of \$14 million, with interest thereon at the legal rate from the date of
9 said damages,

10 6. Declaratory relief from the Court that the CCC's action violates the 5th
11 Amendment of the U.S. Constitution and Art. I, § 19 of the California Constitution. A
12 present and actual controversy exists between the parties as described herein, and the
13 CCC's approval and certification of the LCP Amendment is a final action.

14 7. Injunctive relief, either temporary or permanent, against the CCC and/or the
15 City, preventing implementation of the LCP Amendment. Where public officers act in
16 breach of trust or without authority, or threaten to do so, and such acts will result in
17 irreparable injury, they may be enjoined. Implementation of the LCP Amendment here
18 will result in irreparable injury to Casa Mira and its members.

19 8. For such other and further relief as the Court deems just and proper.

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22 **JURY DEMAND**

23 Plaintiff Friends demands a trial by jury on all claims so triable.

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Dated: June 4, 2021

LAW OFFICES OF THOMAS D. ROTH

By: 

Thomas D. Roth

Law Offices of Thomas D. Roth
Attorneys for Petitioner/ Plaintiff Casa Mira
Homeowners' Association and its members

VERIFICATION

State of California

City and County of Santa Clara

I am the attorney for CASA MIRA HOMEOWNERS' ASSOCIATION and its members, and I am authorized to make this verification, and I make this verification for that reason.

C.C.P. § 446 authorizes me to verify the Petition when a party is absent from the county where I have my office, or for other cause is unable to verify it, or when the verification is made on behalf of a corporate entity.

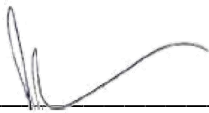
I provide this verification on behalf of CASA MIRA HOMEOWNERS ASSOCIATION, a California non-profit mutual benefit corporation, on its behalf and on behalf of the Association members, PAULA SKINNER; KAREN PEARLMAN; CHRISTEN AGNELLO; WILLIAM V. REGAN and ANN WILLIAMS REGAN, as TRUSTEES of the REGAN REVOCABLE TRUST dated December 29, 1992; the REGAN REVOCABLE TRUST dated December 29, 1992; STUART M. SCHLISSERMAN, as TRUSTEE of the STUART MARK SCHLISSERMAN REVOCABLE TRUST dated April 14, 2004; the STUART MARK SCHLISSERMAN REVOCABLE TRUST dated April 14, 2004; TARANEH RAZAVI, as TRUSTEE of the TARANEH RAZAVI LIVING TRUST dated September 29, 2009; the TARANEH RAZAVI LIVING TRUST dated September 29, 2009; KELLY ANN KRAMER, as TRUSTEE of the KELLY ANN KRAMER 2017 TRUST under Declaration of Trust dated July 18, 2017, and the KELLY ANN KRAMER 2017 TRUST under Declaration of Trust dated July 18, 2017; GINA M. TRINCHERO, TRUSTEE of the GINA MARIA TRINCHERO 2003 REVOCABLE TRUST, dated July 2, 2003; and RODERICK A. YOUNG and CHARLOTTE D. JACOBS, as TRUSTEES of the YOUNG/JACOB 1998 TRUST, the YOUNG/JACOB 1998 TRUST; HOPE E. GILES AND JAMES S. TUREK, solely as members of the Casa Mira Homeowners' Association and not individually; POINT REYES HOUSE HOLDING, LLC, solely as a member of the Casa Mira Homeowners' Association and not individually; and GUSTAVINO HOLDINGS, LLC, solely as a member of the Casa Mira Homeowners' Association and not individually.

These Association members have been unable to provide a verification due to absence from Santa Clara County, being out of State, the pandemic, and residence in numerous locations that made signing the verification logistically difficult, and in some cases the trust or corporate status and related logistical issues.

I have read the foregoing VERIFIED PETITION FOR A WRIT OF ADMINISTRATIVE MANDAMUS (C.C.P. § 1094.5) AND/OR A PETITION FOR TRADITIONAL MANDAMUS (C.C.P. § 1085); COMPLAINT FOR INVERSE CONDEMNATION, DECLARATORY AND INJUNCTIVE RELIEF, and know the contents thereof. I am informed and believe the matters therein to be true and on that ground allege that the matters stated therein are true.

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

Executed June 4, 2021 at Palo Alto, California



Thomas D. Roth, attorney for Casa Mira and its members