


SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

Plaintiff: CLYMER JR  vs  Defendant: THE CITY OF RIVERSIDE	FOR COURT USE ONLY  <b>FILED</b> SUPERIOR COURT OF CALIFORNIA COUNTY OF RIVERSIDE  JUL 10 2018  D. Rosenbloom 
	CASE NUMBER: RIC 1806669

**DOCUMENT COVERSHEET**

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7/10/2018

D. Rosenbloom

By Fax



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7  
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9  
10 **FOR THE COUNTY OF RIVERSIDE, HISTORIC COURTHOUSE**

11 R. BEN CLYMER JR., an individual

12 Plaintiff,

13 v.

14 THE CITY OF RIVERSIDE, a municipal  
agency; ALL PERSONS INTERESTED IN  
15 THE MATTER OF CITY OF RIVERSIDE'S  
ADOPTION OF A SEVEN YEAR  
16 CONTRACT EXTENSION OF CITY  
MANAGER JOHN RUSSO AND THE  
17 ENSUING MORTGAGE AGREEMENT  
BETWEEN THE CITY OF RIVERSIDE  
18 AND THE CITY MANAGER; and DOES 1  
through 50, inclusive,

19 Defendants.

20 JOHN RUSSO, an individual,

21 Real Party In Interest.

Case No. RIC1806669

**FIRST AMENDED COMPLAINT  
SEEKING A REVERSE VALIDATION  
PURSUANT TO CODE OF CIVIL  
PROCEDURE SECTION 860, ET SEQ.**

- 1) **Unlawful Gift of Public Funds -  
Government Code Section 8314;**
- 2) **Violation of the City Charter,  
Municipal Code, and California  
Constitution;**

22  
23  
24 **TO EACH PARTY AND ITS ATTORNEY OF RECORD:**

25 Plaintiff R. Ben Clymer Jr. ("Mr. Clymer"), a resident and taxpayer of the City of Riverside  
26 on behalf of himself and all other similarly aggrieved individuals, brings this reverse validation  
27 action to have the City Manager for the City of Riverside, John Russo's ("Mr. Russo"), contract  
28 extension and mortgage with the City, executed on or about February 7, 2018 invalidated. This

1 action is brought pursuant to Code of Civil Procedure section 860 et seq., and Government Code  
2 section 53511.

3 **THE PARTIES**

4 1. Plaintiff, Mr. Clymer is and at all relevant times was a resident of the City of  
5 Riverside. Mr. Clymer regularly pays property, business, utility, and sales taxes that inure to the  
6 City's benefit and help to fund City salaries and pensions.

7 2. The City of Riverside (also referred to as the "City") is a charter city, organized under  
8 the laws of the State of California, including Article XI, section 5 of the California Constitution.

9 3. Plaintiff is unaware of the true identities of defendants All Persons Interested In the  
10 Matter of City of Riverside's Adoption of a Seven Year Contract Extension of City Manager John  
11 Russo and the Ensuing Mortgage Agreement Between the City Of Riverside and the City Manager  
12 ("All Interested Persons") and, upon learning of those identities, will amend this complaint.

13 4. Real Party In Interest, Mr. John Russo is the former City Manager of the City of  
14 Riverside. Plaintiff is informed and believes that he is and at all relevant times was a resident of  
15 Riverside County. Mr. Russo's Amended Contract is the gravamen of this action and he is a  
16 necessary party to this case pursuant to Code of Civil Procedure section 389, because his rights are  
17 potentially affected by the outcome of the case.

18 5. Plaintiff is unaware of the true identities of defendants DOES 1 to 50, which are sued  
19 herein under fictitious names. When their true names and capacities are ascertained, Plaintiff will  
20 amend this complaint.

21 **PROCEDURAL COMPLIANCE FOR REVERSE VALIDATION ACTION**

22 6. This action is brought in this court under section 860 of the Code of Civil Procedure  
23 and Government Code section 53511 which permits a plaintiff to bring an action to determine the  
24 validity of any local agencies bonds, warrants, contracts, obligations or evidence of indebtedness.  
25 Plaintiff submits that the subject amended contract between the City of Riverside and Mr. Russo  
26 ("Amended Contract") and the subsequent mortgage are obligations and evidence of indebtedness  
27 binding upon the taxpayers of the City of Riverside and hence subject to a reverse validation action.

28

1           7.       As a taxpayer and property owner in the City of Riverside, Mr. Clymer alleges that  
2 the Amended Contract commits the City to pay monies that, by the City's own admission, it may  
3 not have after 2020, when the City goes into a budget deficit and can no longer meet its pension or  
4 other obligations.

5           8.       Plaintiff files this complaint pursuant to Code of Civil Procedure section 860 against  
6 All Interested Persons. Defendants herein are all persons having or claiming to have an interest in  
7 the proceedings, including the adoption of the Amended Contract and the execution of the mortgage  
8 in favor of Mr. Russo. The names and capacities of those persons having or claiming an interest in  
9 the above and the proceeding leading up to the adoption of the Amended Contract are unknown to  
10 the Plaintiff and therefore Plaintiff names such persons as provided under section 860 et seq. of the  
11 Code of Civil Procedure.

12           9.       Plaintiff has published the summon in the Press Enterprise, a newspaper of general  
13 circulation in the jurisdiction of the City of Riverside, pursuant to section 861 of the Code of Civil  
14 Procedure and subject to the requirements of section 861.1 of the Code of Civil Procedure. Plaintiff  
15 is informed and believes, and thereon alleges, that the proceedings held thereunder and the adoption  
16 of a resolution approving the Amended Contract and mortgage are of general knowledge to the  
17 persons affected. Plaintiff also is willing to post the Summons in Riverside City Hall upon this  
18 court's order.

19           10.      This action was timely filed within 60 days of the action and contracts being  
20 contested. Code of Civil Procedures section 867 provides that reverse validation actions should be  
21 given priority on the court's calendar. Priority is appropriate here because of the uncertainty  
22 surrounding the duration of the City Manager's contract, the Mayor's veto, and the overall  
23 controversy these issues have wrought upon the citizens of Riverside.

24                           **ALLEGATIONS RELATING TO ALL CAUSES OF ACTION**

25           11.      California cities and counties increasingly face severe budget shortfalls due to  
26 underfunded pensions and poor fiscal planning. This pension crisis is due, in part, to excessive pay  
27 and benefits afforded to city managers and senior staff who, in many instances, receive pensions in  
28

1 the tens of millions of dollars. Faced with mounting pension debt, some cities have even been forced  
2 to resort to bankruptcy.

3 12. Defendant the City of Riverside confronts mounting unfunded pensions upwards to  
4 \$600,000,000, and the City will begin experiencing a budget deficit in Fiscal Year 2020. Riverside  
5 residents and taxpayers, including Plaintiff, already are highly taxed in order to fund payroll and  
6 pensions which taxes include an 11.6 percent General Fund Transfer Tax on all utility charges. At  
7 the same time, the City recently approved a sales tax increase in 2016 necessitated by the need to  
8 supplement the City's services, and is proposing a large increase in utility rates in May 2018, a  
9 substantial percentage of which is solely for salaries and pensions.

10 13. Notwithstanding this mounting fiscal crisis, the City Council on February 6, 2018,  
11 voted to extend the City Manager's contract through December 31, 2024, and to offer the City  
12 Manager a below market mortgage with a one percent interest rate (the "Mortgage"). The process  
13 underlying the adoption of that Amended Contract and its legality are the central issue in this reverse  
14 validation suit.

15 14. In February 2015, the City of Riverside hired City Manager, Mr. Russo, for a five  
16 year contract expiring in 2020. In 2017, Mr. Russo and the City began renegotiating his contract  
17 even though he had performed only 2.5 years of it. Because these negotiations took place either in  
18 private or in closed session, the general public was unaware that an extension of the contract was  
19 being considered.

20 15. In January 2018, the City posted an open session item for the Amended Contract on  
21 its February 6, 2018, 2:00 p.m. agenda rather than at the 7:00 p.m. session typically where more  
22 controversial matters are heard because more people are able to attend and watch. The information  
23 provided to the public was incomplete, misleading and Plaintiff suspects intentionally false. The  
24 agenda package included a brief one-page cover memorandum without any specific analysis of the  
25 Amended Contract including the net effect on the City's pension obligations. Although the  
26 Amended Contract referenced as an attachment a copy of the Employer's Fringe Benefit and Salary  
27 Plan ("FBSP"), it was not included in the agenda package. Instead, the FISCAL ANALYSIS in the  
28 cover memorandum included the misleading statement that the amendment would have "no net cost

1 compared to the current contract.” This later statement simply is false. Had Mr. Russo retired at  
2 the end of the contract, the pension obligations of the City will be far greater than they would have  
3 been had the contract terminated by its terms in 2020. Further, the existing contract include no  
4 mortgage obligations on the City’s part whereas the amendment provided a below market mortgage.  
5 Attached as Exhibit A is a true and correct copy of the City Council Memorandum. Attached as  
6 Exhibit B is a true and correct copy of the “Employment Agreement, City Manager” provided to the  
7 public. Sometime between February 6 and the filing of this complaint, this City also provided a  
8 below market mortgage in the amount of \$675,000. That mortgage also is the subject of this reverse  
9 validation action; however, the public did not receive a copy of it, and therefore it could not be  
10 attached to this complaint.

11 16. Plaintiff is informed and believes that the City Council did not investigate the amount  
12 of the mortgage Mr. Russo needed to pay off the current mortgage on his home and simply approved  
13 the amount he requested. Plaintiff further alleges on information and belief that Mr. Russo received  
14 a cash refund of approximately \$50,000 from escrow after the City funded the \$675,000 mortgage  
15 and Mr. Russo paid off the current mortgage on his home. Plaintiff alleges that the approval of the  
16 mortgage violates the prohibition against using City resources for personal use as found in  
17 **Government Code** section 8314.

18 17. On approximately February 4, 2018, the City of Riverside Budget Engagement  
19 Commission, a City Council-appointed commission tasked to evaluate the City’s fiscal spending  
20 and make recommendations to Council, called upon the City Treasurer to explain how the contract  
21 could have “no fiscal impact” given that it included a five year extension and an under market  
22 mortgage. The City Treasurer responded, however, that he was not in a position to confirm one way  
23 or the other, because he is not authorized to evaluate the impacts of the City Manager’s contract.  
24 This statement was made despite the fact that he approved (or ostensibly approved) statements in  
25 the Cover Memorandum indicating that there were sufficient funds to satisfy the obligations of the  
26 City. This statement may or may not be true after Fiscal Year 2020 when the City projects a budget  
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1 deficit. The following is a YouTube link to portions of the Budget Engagement Committee:  
2 (<https://www.youtube.com/watch?v=dh528kuZwFM#action=share><sup>1</sup>)

3 18. On February 6, 2018, after heated discussion, the City Council voted 5:2 to approve  
4 the Amended Contract. At that point, the Mayor vetoed the council's decision pursuant to the  
5 Riverside City Charter, section 413. The following is a YouTube video of the Mayor's veto and the  
6 ensuing arguments in the City Council meeting. ([https://www.youtube.com/  
7 watch?v=RgTXUjOF63I](https://www.youtube.com/watch?v=RgTXUjOF63I))

8 19. At the time of the vote, the City had before it two separate legal opinions by two  
9 public law experts that conflicted on the issue of the Mayor's power to veto approval of a City  
10 Manager's contract. Despite the uncertainties created by these conflicting Charter interpretations,  
11 the City Attorney could have sought judicial input at that time through a properly filed validation  
12 action before obligating the public to the controversial Amended Contract. He did not. Instead, the  
13 morning after the vote and veto, the Mayor Pro Tem signed the Amended Contract with the approval  
14 of the City Attorney.

15 20. The Amended Contract does not include a resolution of approval from the City  
16 Council, despite being required by sections 701 and 900 of the City Charter, and City Municipal  
17 Code section 2.32.030 et seq. Plaintiff is informed and believes, and thereon alleges that all  
18 contracts between the City and City employees have included the requisite resolution for the last  
19 twenty-five (25) years. Plaintiff alleges that the City Council intentionally left the resolution off of  
20 Mr. Russo's contract in a misplaced effort to circumvent the Mayor's veto power.

21 21. On February 13, 2018, Plaintiff appeared at the City Council meeting objecting to  
22 the circumstances under which the contract was adopted namely that the City had not fully disclosed  
23 the extent of its obligation to Mr. Russo with sufficient detail to allow taxpayers an opportunity to  
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26  
27 <sup>1</sup> Plaintiff is not responsible for any of the editorial comments on the Youtube Videos; however, these are the only  
28 videos readily available that reflect the testimony of the City Treasurer that he did not review the fiscal impact of the  
amended contract.

1 weigh before its adoption. Plaintiff requested that the Council respect the Charter and call for a vote  
2 to override the veto. The Council refused to do so and continues refusing to set an agenda item for  
3 a vote on a veto override.

4       22.     On March 6, 2018, Mayor William Rusty Bailey, III (“Mayor”) filed a Petition for  
5 Writ of Mandate in this court, Case No. RIC1804755. Although some of the relief sought by  
6 Plaintiff herein overlaps with that case, Plaintiff separately has filed this action in validation. Not  
7 only does Plaintiff seek a declaration upholding the Mayor’s power to veto, it seeks a ruling that the  
8 City’s action in executing the Amended Contract was *ultra vires*, a breach of its obligations to fully  
9 evaluate the fiscal impacts of long-term obligations on the general fund, a gift of public funds in  
10 violation of **Government Code** section 8314, a violation of the City Charter, sections 701 and 900  
11 and **Riverside Municipal Code** section 2.32.030 et seq., and a violation of Plaintiff’s substantive and  
12 procedural constitutional rights based, in part, upon the deceptive notice provided the public prior  
13 to adoption of the Amended Contract. The relief ultimately sought by Plaintiff is that the  
14 Amendment Contract be deemed *void ab initio* and that City Manager’s original contract through  
15 2020 be reinstated. In this regard, Plaintiff further submits that the City Council’s failure to agendize  
16 a veto override vote within the 60 days provided by the Charter renders the veto valid such that the  
17 Amended Contract has no effect.

18       23.     On or about April 17, 2018, the City Council voted to terminate Mr. Russo for cause.  
19 Plaintiff is informed and believe and thereon alleges that the Mr. Russo was terminated under the  
20 terms of the Amended Contract and received all of the benefits he is entitled to under the Amended  
21 Contract, rather than his initial contract. The benefits Mr. Russo is believed to have received under  
22 the Amended Contract includes, but is not limited to, increased salary for 2018, the funding of the  
23 \$675,000 mortgage, as well as severance as allotted under the Amended Contract. As a result, the  
24 validity of the Amended Contract is still at issue as the City paid out monies.

25       24.     It is not Plaintiff’s intention to penalize Mr. Russo or to place at issue before this  
26 court whether or not he performed properly under his original contract. Moreover, should this court  
27 conclude that the Amended Contract and Mortgage are unlawful, this court can fashion a remedy  
28



1 allowing the City Manager time to obtain a market-based mortgage and develop a payment schedule  
2 to repay to the general funds all monies unlawfully paid to him.

3 **FIRST CAUSE OF ACTION**

4 **(Unlawful Gift Of Public Funds - Government Code Section 8314)**

5 **(As Against All Defendants)**

6 25. Plaintiff re-alleges paragraphs 1 through 24 of the complaint as if fully set forth  
7 herein.

8 26. By the City Treasurer's own calculations, the City will be unable to meet its current  
9 level of service and pension obligations in 2020. Nevertheless, the City Council extended to the  
10 City Manager a contract which, in its entirety, is 10 years, five years beyond when the budget will  
11 go into the red without raising taxes or cutting services. The City Council also approved a 15-year  
12 mortgage at below market rates and on terms more favorable than the City Manager could obtain  
13 through a traditional lender. Plaintiff alleges that the City Council made this decision largely behind  
14 closed doors and without any independent analysis of the fiscal impacts of the Amended Contract  
15 by the City's Treasurer or the City's Budget Engagement Committee, two offices tasked with the  
16 protection of the general fund.

17 27. Plaintiff alleges that the failure to fully evaluate the short- and long-term fiscal  
18 impact of the amended contract and mortgage was a breach of the City Council's fiscal  
19 responsibilities and fiduciary obligation to its citizens, including Plaintiff, and that its failure to do  
20 so resulted in a gift of public funds in violation of **Government Code** section 8314. The California  
21 Supreme Court has long held that "A taxpayer may sue a governmental body in a representative  
22 capacity in cases involving fraud, collusion, ultra vires, or failure on the part of the governmental  
23 body to perform a duty specifically enjoined." (*Harman v. City and County of San Francisco* (1972)  
24 7 Cal.3d 1248, 1254) (citing *Gogerty v. Coachella Valley Junior College Dist.* (1962) 57 Cal.2d  
25 727, 730.) At its core, the City Council is tasked with protecting the General Fund and financial  
26 stability of its municipality which it failed to do in this instance.

27 28. Plaintiff alleges that the City Charter does not authorize the City to extend mortgages  
28 to its employees and that the mortgage to Mr. Russo, at below market rates, is similarly a gift of

1 public funds in violation of Government Code section 8314. Further, Plaintiff is informed and  
2 believes that the City Council did not perform any due diligence regarding the City Manager's then  
3 existing mortgage to determine the amount he owed at the time the City funded the mortgage. As a  
4 result, Plaintiff is informed and believes that the City provided a mortgage that substantially  
5 exceeded the amount Mr. Russo needed to pay off his then existing mortgage, causing him to receive  
6 a cash refund from escrow in the amount of approximately \$50,000.

7 29. Because the Amended Contract and the Mortgage benefit Mr. Russo, a City  
8 employee, to the detriment of the City and the general fund, Plaintiff alleges both the Amended  
9 Contract and the Mortgage are impermissible uses of public funds in violation of Government Code  
10 section 8314. Plaintiff prays that both the Amended Contract and the Mortgage are declared void  
11 **ab initio** and the funding of both items is rescinded.

12 **SECOND CAUSE OF ACTION**

13 **(Violation Of The City Charter, City Municipal Code, And The California Constitution)**

14 **(As Against All Defendants)**

15 30. Plaintiff re-alleges paragraphs 1 through 29 of this complaint.

16 31. Defendant, City of Riverside, has adopted regulations ensuring that its citizens have  
17 notice and an opportunity to be heard on issues being voted upon by its City Council. In the case of  
18 the Amended Contract, the City failed to fulfill the commitments to its residents by providing  
19 incomplete, inaccurate and misleading information about the fiscal impacts of the Amended  
20 Contract with the intent of minimizing the public's objections thereto.

21 32. The February 6, 2018, Agenda Cover Memorandum was false and misleading in  
22 several respects including, but not limited to the fact that it creates the impression that the City  
23 Treasurer reviewed the fiscal impacts of the Amended Contract when he apparently did not. Further,  
24 though the City currently has sufficient monies in its general fund to cover the contract, the City  
25 will not have sufficient funds after two years based upon the City Treasurer's 2020 projections and,  
26 as such, the City may be forced to go into debt or raise taxes to satisfy this obligation. Finally, the  
27 Cover Memorandum falsely states that the Amended Contract has no fiscal impact when, in fact, a  
28 five year extension significantly increases the pension obligations of the City to the City Manager.

1           33.     Riverside Municipal Code section 2.32.030 et seq., requires that the salaries of all  
2 city employees and officers are approved via resolution and any variation from the previously set  
3 salary limits also requires a resolution. The City Charter sections 701 and 900 charge City Council  
4 with establishing compensation of City employees and officers via ordinance and/or resolution. The  
5 Amended Contract does not include the requisite resolution. Plaintiff is informed and believes that  
6 all employment contracts the City has entered into over the past twenty-five (25) years, included a  
7 resolution, except for Mr. Russo's Amended Contract. Plaintiff is informed and believes, and  
8 thereon alleges that the Amended Contract does not include the resolution in an effort to circumvent  
9 the Mayor's veto powers set forth in the City Charter section 413.

10           34.     Plaintiff alleges that the City Charter does not authorize the City to extend mortgages  
11 to its employees and that the mortgage to Mr. Russo, at below market rates, is similarly a gift of  
12 public funds in violation of **Government Code** section 8314. Further, Plaintiff is informed and  
13 believes that the City Council did not perform any due diligence regarding the City Manager's then  
14 existing mortgage to determine the amount he owed at the time the City funded the mortgage. As a  
15 result, Plaintiff is informed and believes that the City provided a mortgage that substantially  
16 exceeded the amount Mr. Russo needed to pay off his then existing mortgage, causing him to receive  
17 a cash refund from escrow in the amount of approximately \$50,000.

18           35.     In addition, the Amended Contract and Mortgage were vetoed by the Mayor at the  
19 February 6, 2018 meeting, pursuant to City Charter section 413. The City Council and Mayor Pro  
20 Tem ignored the Mayor's veto and executed the Amended Contract on February 7, 2018, and shortly  
21 thereafter funded the Mortgage. The acts of the City Council and the Mayor Pro Tem were *ultra*  
22 *vires* in light of the Mayor's veto.

23           36.     The Mayor has filed a Petition for Writ of Mandate in Case No. RIC1804755  
24 currently pending in this court. Plaintiff similarly seeks a declaration herein upholding the power  
25 of the Mayor to veto the Amended Contract and that the veto rendered the Amended Contract action  
26 "unapproved" such that no valid amended contract has been adopted.

27           37.     Further because the City Council refused to schedule a "veto override" vote, Plaintiff  
28 prays for a declaration not only upholding the veto, but further declaring that the City Council

1 violated the Charter by refusing to schedule an veto override veto or to initiate a declaratory relief  
2 action concerning the obligations of the City Council and hence the action of the Mayor is final  
3 without further action.

4 38. As a property owner and taxpayer in the City of Riverside, the false information in  
5 the agenda memorandum deprived Plaintiff and the citizens of Riverside of their right for input  
6 before their property interests are affected. In addition, the City Council ignored the checks and  
7 balances set in place by the City Charter and California Constitution. As such, adopting the  
8 Amended Contract is a violation of the City's Charter and the Art. 1 California Constitution.

9 39. Plaintiff prays that the Amended Contract and ensuing Mortgage are declared void  
10 *ab initio* and that the funding of both is unwound. Plaintiff further prays for a declaration upholding  
11 the validity of the Mayor's veto of both the Amended Contract and ensuing Mortgage.

12 **PRAYER FOR RELIEF**

13 **THEREFORE**, Plaintiff prays as follows:

14 1. An order declaring the Mayor's veto of the Amended Contract, including the ensuing  
15 Mortgage, was a valid exercise of his power under the City Charter.

16 2. That the Amended Contract, including the ensuing Mortgage, be deemed null and  
17 void *ab initio* for the reasons stated herein.

18 3. That the money paid out to Mr. Russo by the City as a result of the Amended Contract  
19 be paid back to the City, less what he was entitled to under the original contract set to expire in  
20 2020.

21 4. That the mortgage executed in Mr. Russo's favor be unwound and paid back in full  
22 to the City.

23 5. That Plaintiff recover his attorneys' fees and costs of suit pursuant to California's  
24 Private Attorney General Act (CCP § 1021.5) for attempting to enforce rights on behalf of all  
25 residents of Riverside.

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7. For whatever further and additional relief this court deems appropriate.

DATED: July 10, 2018

TYLER & BURSCH, LLP

By: 

Robert H. Tyler, Esq.  
Nathan R. Klein, Esq.  
Attorneys for Plaintiff **R. BEN CLYMER,  
JR.** an individual

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**PROOF OF SERVICE**

R. Ben Clymer, Jr., v. The City of Riverside, et al.  
Riverside Superior Court Case No. RIC1806669

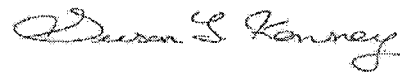
I am an employee in the County of Riverside. I am over the age of 18 years and not a party to the within entitled action; my business address is 24910 Las Brisas Road, Suite 110, Murrieta, California 92562.

On July 10, 2018, I served a copy of the following document(s) described as **FIRST AMENDED COMPLAINT SEEKING A REVERSE VALIDATION PURSUANT TO CODE OF CIVIL PROCEDURE SECTION 860, ET SEQ.**, on the interested party(ies) in this action as follows:

**SEE ATTACHED SERVICE LIST**

- BY E-MAIL OR ELECTRONIC TRANSMISSION.** Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I transmitted copies of the above-referenced document(s) on the interested parties in this action by electronic transmission. Said electronic transmission reported as complete and without error.
- BY FACSIMILE TRANSMISSION.** Pursuant to agreement and written confirmation of the parties to accept service by facsimile transmission, I transmitted copies of the above-referenced document(s) on the interested parties in this action by facsimile transmission from (951) 600-4996. A transmission report issued as complete and without error.
- BY UNITED STATES POSTAL SERVICE.** I am readily familiar with the practice for collection and processing of correspondence for mailing and deposit on the same day in the ordinary course of business with the United States Postal Service. Pursuant to that practice, I sealed in an envelope, with postage prepaid and deposited in the ordinary course of business with the United States Postal Service in Murrieta, California, the above-referenced document(s).
- BY OVERNIGHT DELIVERY.** I enclosed the above-referenced document(s) in an envelope or package provided by an overnight delivery carrier and addressed as above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.
- BY PERSONAL SERVICE.** I caused copies of the above-referenced documents to the addressee(s) noted above served by process server.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am an employee in the office of a member of the bar of this Court who directed this service.



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Susan Y. Kennev

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SERVICE LIST

R. Ben Clymer, Jr., v. The City of Riverside, et al.  
Riverside Superior Court Case No. RIC1806669

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a municipal agency