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Attorneys for Defendant/Cross-Complainant Darryl Cotton

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO, CENTRAL DIVISION

LARRY GERACI, an individual,

Plaintiff,

vs.

DARRYL COTTON, an individual; and DOES 1-10, inclusive,

Defendants.

DARRYL COTTON, an individual,

Cross-Complainant,

vs.

LARRY GERACI, an individual, REBECCA BERRY, an individual, and DOES 1 THROUGH 10, INCLUSIVE,

Cross-Defendants.

Case No. 37-2017-00010073-CU-BC-CTL

Judge: Hon. Joel R. Wohlfeil
Dept.: C-73

REPLY IN SUPPORT OF MOTION FOR NEW TRIAL

Action Filed: March 21, 2017
Trial Date: June 28, 2019

Hr'g Date: October 25, 2017
Time: 9:00 a.m.
Dept.: C-73

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In his *Memorandum of Points and Authorities in Support of Motion for New Trial* (the "Motion for New Trial"), Mr. Cotton demonstrated that: (1) Mr. Geraci failed to comply with the City's and the State's CUP requirements and, therefore, the alleged November 2, 2016 agreement is illegal; (2) the jury applied an objective standard to Mr. Cotton and a subjective standard to Mr. Geraci; and (3) Mr. Geraci used the attorney-client privilege as a shield during discovery and a sword at trial. In his *Opposition to Defendant/Cross-Complainant's Motion for New Trial* (the "Response"), Mr. Geraci attacks the merits of the arguments on three separate grounds.

First, the Response argues that the illegality argument was waived because it was not raised in the Answer. The argument fails because Mr. Cotton reserved the right to assert all affirmative defenses in paragraph 16 of his Answer, illegality cannot be waived, and the Court has a duty, *sua sponte*, to address the argument.

Second, the Response argues that the alleged November 2, 2016 agreement is not illegal because neither the Geraci Judgments[1] nor the California Business & Professions Code ("BPC") prohibit Mr. Geraci from obtaining a CUP. The Motion for New Trial demonstrated that: (i) the SDMC and the BPC required the disclosure of both Mr. Geraci's interest and the Geraci Judgments; (ii) Mr. Geraci filed the CUP application with the City on or about October 31, 2016; (iii) the General Application and Ownership Disclosure Statement failed to disclose the Geraci Judgments and Mr. Geraci's interest, respectively; and, as a result, (iv) the alleged November 2, 2016 agreement was illegal when it was entered into. The Response attempts to get around the non-disclosure issue by relying upon testimony from fact witnesses that it is "common practice" for CUP applicants to use agents during the application process. The Response does not identify any legal authority that suggests "common practice" is a defense to illegality.

Similarly, the Response also advanced several excuses as to why Mr. Geraci's interest was not disclosed. The excuses included: (i) Mr. Geraci's status as an enrolled agent; (ii) "convenience of administration;" and (iii) the City's forms only allowed Ms. Berry to sign as an owner, tenant, or "Redevelopment Agency." The Response does not provide any legal authority that the foregoing allows

[1] Defined terms have the same meaning given them in the Motion for New Trial unless otherwise defined herein; with the exception of "AUMA" and "Prop. 64," which refer to the same legislation and are referred to herein solely as AUMA.

Mr. Geraci to escape the disclosure requirements or policies of the SDMC or BPC. And the Ownership Disclosure Statement states that additional pages may be attached to disclose interests in the property and permit, while the General Application requires the applicant to check a box (yes or no) to disclose the Geraci Judgments. The arguments are legally and factually unsupported.

For the reasons set forth in the Motion for New Trial and below, the relief sought in the Motion for New Trial should be granted.

I. The Court should consider the attachments and the attorney-client privilege argument.

Mr. Geraci argues that the attachments to the Motion for New Trial should be disregarded. (Resp. at 6:10-7:3.) With the exception of motions "clearly without merit," judges "permit the moving party to file and serve a supporting memorandum beyond the ten-day time limit, particularly when the late filing will not prejudice the opposing party or adversely affect the judge's ability to decide the motion within the [75]-day time limit." Cal. Judges Benchbook Civ. Proc. After Trial § 2.76.[2] The attachments to the Motion for New Trial were part of the record, discovery, or in the public domain (*e.g.* City Ordinances). The exhibits were attached for convenience, the exhibits were part of the record or were legal authority, there is no prejudice to Mr. Geraci, and as a result they should be considered.

Mr. Geraci also argues that the Motion for New Trial must be limited to the "against law" grounds set forth in the *Notice of Intent to Move for New Trial* (the "Notice") and, as a result, the arguments related to the use of the attorney-client privilege as a sword and a shield should be excluded. (Resp. at 9:11-21; *id.* at pp. 17-19.) The attorney-client privilege argument should be considered because the argument and facts also relate to the jury's application of an objective standard to Mr. Cotton's conduct and a subjective standard to Mr. Geraci's conduct. (*See* Resp. at pp. 15-17.) Indeed, the Response argues that Mr. Cotton's objective/subjective argument "ignores the testimony of Larry Geraci that he felt he was being extorted" and "the alleged factors [Mr. Cotton] claims support his argument, are equally supportive of Mr. Geraci's and Attorney Gina Austin's testimony that Mr. Geraci felt he was being extorted." (Resp. at 16:20-24; 17:3-6.)

[2] CCP § 660 was amended in 2018, extending the time limit from 60 to 75 days.

II. Mr. Cotton did not waive the illegality argument.

In the Response, Mr. Geraci argues that Mr. Cotton waived the illegality argument. (Resp. at 10-12.) Mr. Geraci presents three arguments in support of the waiver argument. For his first argument, Mr. Geraci argues that Mr. Cotton "failed to raise 'illegality' as an affirmative defense in his Answer." (Resp. at 10:17-18.) Mr. Cotton expressly reserved the right to assert affirmative defenses in paragraph 16 of his Answer. (ROA # 17, ¶ 16.) Moreover, a party to an illegal contract cannot waive the right to assert the defense. *City Lincoln-Mercury Co. v. Lindsey* (1959) 52 Cal.2d 267, 273-74 (internal citations omitted); *Wells v. Comstock* (1956) 46 Cal.2d 528, 531-32 ("no person can be estopped from asserting the illegality of the transaction"). The argument also ignores the well-established rule that "even though the defendants in their pleadings do not allege the defense of illegality if the evidence shows the facts from which the illegality appears it becomes 'the duty of the court *sua sponte* to refuse to entertain the action.'" *May v. Herron* (1954) 127 Cal.App.2d 707, 710 (quoting *Endicott v. Rosenthal* (1932), 216 Cal. 721, 728).

For his second argument, Mr. Geraci argues that Mr. Cotton cannot raise illegality in the Motion for New Trial because *Fomco, Inc. v. Joe Maggio, Inc.* (1961) 55 Cal.2d 162 and *Apra v. Aureguy* (1961) 55 Cal.2d 827 "both rejected post-trial defenses of illegal contract because the illegality defense had not been raised in the trial court." (Resp. at 10:23-11:4.) In *Fomco*, the Court noted that "[t]he defense of illegality was not raised in the trial of the action, and no evidence was introduced on the subject." *Fomco*, 55 Cal.2d at 165. The Court then distinguished *Lewis & Queen* on the grounds that "the issue of illegality was first raised *during the trial* and not for the first time on a motion for new trial." *Id.* at 165 (emphasis in original). Similarly, in *Apra*, the Court relied upon *Fomco* in holding that "questions not raised in the trial court will not be considered on appeal." *Apra*, 55 Cal.2d at 831. Here, the Response acknowledges that the issue of illegality was raised several times during the trial and evidence of Mr. Geraci's failure to disclose his ownership interest was before the Court. (Resp. at pp. 11-12); *Homami v. Iranzadi* (1989) 211 Cal.App.3d 1104, 1112 ("Whether the evidence comes from one side

or the other, the disclosure is fatal to the case.") As a result, *Fomco* and *Apra* are distinguishable, *Lewis & Queen* is controlling, and Mr. Cotton can raise illegality in the Motion for New Trial.[3]

For his third argument, Mr. Geraci argues Mr. Cotton waived the illegality issue when Attorney Austin stated that he was willing not to argue an evidentiary objection made after a request to take judicial notice of the Geraci Judgments. (Resp. at 12:17-23.) In support of the argument, Mr. Geraci relies on *Miller v. National American Life Ins. Co.* (1976) 54 Cal.App.3d 331; *Horn v. Atchison, T. & S.F.Ry. Co.* (1964) 61 Cal.2d 602; and *Sepulveda v. Ishimaru* (1957) 149 Cal.App.2d 543. The reliance is misplaced. The language quoted in the Response relates to Attorney Austin's efforts to have the Court take judicial notice of the Geraci Judgments; the statements cannot be construed as a waiver of the illegality argument in its entirety.

Additionally, the Geraci Judgments, and testimony related thereto, was the subject of a motion in limine, which was "a sufficient manifestation of objection to protect the record." (*See* ROA 581.0; ROA 596); *Boston v. Penny Lane Centers, Inc.* (2012) 170 Cal.App.4th 936, 950; Cal Evid. Code § 353. Further, the illegality issue was also the subject of Mr. Cotton's motion for a directed verdict (ROA # 615 at 5:21-22 (arguing the Geraci Judgments prohibit Mr. Geraci from obtaining a CUP, or owing/operating a marijuana dispensary).) And, in any event, *Miller* held that while "waiver and estoppel normally preclude reversal on appeal from a judgment…[] they do not restrict the discretion of the trial judge to grant a new trial" and *City Lincoln-Mercury* held the illegality defense cannot be waived. *Miller*, 54 Cal.App.3d at 346; *City Lincoln-Mercury*, 52 Cal.2d at 273-74. Mr. Cotton has not waived the illegality argument.

III. The Response does not address the SDMC,[4] which requires the disclosure of Mr. Geraci's interest and the Geraci Judgments, or the underlying policy of transparency.

The Response does not dispute that: (i) the SDMC required the disclosure of Mr. Geraci's interest and the Geraci Judgments; (ii) the Geraci Judgments required Mr. Geraci to comply with the

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[3] Although Rule 8.115 of the Cal. Rules of Court restricts citation to unpublished decisions, the Response cites to *Chodosh v. Palm Beach Park Association* 2018 WL 6599824. In *Chodosh*, the issue of illegality "*was* raised at trial – even if obliquely as part of a shotgun blast of allegations of illegality…The issue having been raised at the trail level, its consideration at the appellate level comes within *Lewis & Queen* and outside the rule of *Fomco* and *Apra*." *Id.* at *6 (emphasis in original).

[4] The Motion for New Trial cited to SDMC §§ 112.0102(c), 42.1502, 42.1504, and 42.1507. (*See* Mot. for New Trial at 8:14-19.) Although the Motion for New Trial referenced the code provisions in the context of "marijuana outlets," the provisions were in effect since

requirements of the SDMC;[5] (iii) Mr. Geraci purposefully failed to disclose his interest; and (iv) the non-disclosure was made prior to (and after) the alleged November 2, 2016 agreement was entered into. (Mot. for New Tr. at 7:17-9:25, 12:7-23; *see gen.* Resp.) The Response also does not dispute that transparency is one of the underlying policies of the SDMC - as evidenced by, among other things, the Ownership Disclosure Statement and required background check. (Mot. for New Tr. at 12:24-13:5; *see gen.* Resp.) And, finally, the Response does not address, let alone distinguish, *May v. Herron* (1954) 127 Cal.App.2d 707. (Mot. for New Tr. at 11:1-13:5; *see gen.* Resp.)

Although the Response does not challenge the foregoing facts or law, the Response argues that the use of agents is "common practice" and, therefore, the alleged November 2, 2016 agreement is not illegal. (Resp. at 14:14-15:13.) There are several problems with the argument. First, the Response does not cite to any legal authority for the proposition that "common practice" makes an illegal contract legal. (*See id.*) None exists.

Second, the argument relies upon the testimony of *fact* witnesses. It is axiomatic that a fact witness cannot take the place of the Court to determine the illegality of a contract. It is the Court's duty to determine illegality. *See May, supra* at 710 (it is the Court's duty to determine illegality). Third, even if "common practice" did make an illegal contract legal, Mr. Schweitzer's testimony as a fact witness cannot be construed so broadly as to provide an opinion on what is "common practice" for all CUP applications across the City.[6]

Fourth, the Response reasserted the allegation that the non-disclosures were the result of a limitation of the City's forms. (Resp. at 15:1-4.)[7] The Ownership Disclosure Statement, however, requires the disclosure of all persons who have an interest in the Property/CUP and states: "Attach additional pages if needed." (Mot. for New Tr., Exhibit D (Ownership Disclosure Statement) at Part I.) And the General Application required the Geraci Judgments to be disclosed by checking one of two

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2011. With the adoption of ordinance No. O-20795 in April 2017, the term "medical marijuana consumer cooperatives" was replaced with "marijuana outlets."

[5] The Response acknowledges the Geraci Judgments require Mr. Geraci to obtain a CUP "***pursuant to the San Diego Municipal Code.***" (Resp. at 13:14) (emphasis in original).

[6] Mr. Schweitzer's testimony excluded the fact that the ownership disclosures are also required for the Hearing Officer. (July 8 Tr. at 33:19-34:1.)

[7] The Response also suggests that Ms. Tirandazi testified that the City is "only looking for the property owner and the tenant/lessee." (Resp. at 15:10-11.) The cited portion of the transcript suggests that she looked at the Ownership Disclosure Statement and stated that it was the property owner and a tenant/lessee that would have to be identified. The forms contradict the testimony.

boxes (yes or no) and instructed a copy of the same be attached. (*Id.* at Exhibit H.) The purported shortfalls of the City's forms do not exist or otherwise obviate the disclosure requirements.

Fifth, the argument ignores correspondence from Ms. Austin to Mr. Schweitzer instructing him to keep Mr. Cotton's name off the CUP application "unless necessary" because Mr. Cotton had "legal issues" with the City. (*Id.* at 8:22-9:3.) Sixth, the argument ignores the testimony from Mr. Geraci and Ms. Berry that Mr. Geraci's interest was not disclosed purposefully because of his status as an enrolled agent and administrative convenience. (*Id.* at 9:17-19.) Finally, the argument conflates the use of an agent to complete forms with the SDMC's requirements to disclose Mr. Geraci's interest and the Geraci Judgments. The two issues are separate and distinct, and the use of an agent to complete a form does not somehow change the disclosure requirements.

The purpose of the illegality rule "is not generally applied to secure justice between parties who have made an illegal contract, but from regard for a higher interest – that of the public, whose welfare demands that certain transactions be discouraged." *May, supra* at 712 (quoting *Takeuchi v. Schmuck* (1929) 206 Cal. 782, 786). The Court cannot give effect to the alleged November 2, 2016 agreement because to do so would condone Mr. Geraci, and others, to knowingly and purposefully circumvent the requirements of the SDMC.

IV. AUMA is applicable and its express policy and laws supports the conclusion that the alleged November 2, 2016 agreement is illegal.

As to AUMA's application, the provisions of AUMA were circulated to the public in July 2016, adopted by the voters on November 8, 2016, and became effective on November 9, 2016. With the adoption of AUMA, Mr. Geraci's CUP application, initially filed for a medical marijuana cooperative, was processed as an application for a marijuana outlet. (*See* Mot. for New Tr., Exhibit I (letter from City dated September 26, 2018 referencing CUP for "Marijuana Outlet").) Because AUMA's policies were known at the time of the alleged November 2, 2016 agreement and Mr. Geraci pursued a CUP for a marijuana outlet after AUMA became effective, AUMA's policies are applicable and consistent with the SDMC's policy of transparency and disclosure. *See Industrial Development & Land Co. v. Goldschmidt* (1922) 56 Cal.App. 507, 509 ("A contract in its inception must possess the essentials of having competent parties, a legal object, and a sufficient consideration. Lacking any one of these, no binding obligations

result; hence a contract which contemplates the doing of a thing which is unlawful at the time of the making thereof is void. For the same reason a contract which contemplates the doing of a thing, at first lawful but which afterward and during the running of the contract term becomes unlawful, is affected in the same way and ceases to be operative upon the taking effect of a prohibitory law."). AUMA is applicable.

The Response does not dispute that one of the express policies of AUMA was to bring marijuana "into a regulated and legitimate market [by creating] a transparent and accountable system." (Mot. for New Tr. at 7:5-15.) Further, AUMA sought to limit those persons involved in the marijuana industry by, among other things, prohibiting an applicant who has been sanctioned by a city for unauthorized commercial marijuana activities from obtaining a state license. *See* AUMA at §§ 3 (Purpose and Intent), 6 (adding § 26057(b)(7). In furtherance of that policy, AUMA states that the licensing authority shall deny an application if the applicant does not qualify and, by adding § 26057(b)(7), prohibited an applicant from obtaining a license if they have been sanctioned for unauthorized commercial marijuana activity. AUMA at § 6.1 (adding § 26057(a)-(b)). While pursuing a CUP for a MO, Mr. Geraci failed to disclose his interest and the Geraci Judgments – a direct conflict with AUMA's express policies.

The Response argues § 26057(b) does not bar Mr. Geraci from obtaining a state license because the statute is discretionary. (Resp. at 13-14.) The argument conflicts with two pillars of statutory construction. The interpretation would render meaningless §§ 26057(a) and 26059. *People v. Hudson* (2006) 38 Cal.4th 1002, 1010 (interpretations that render statutory terms meaningless are to be avoided) (internal citations omitted). Section 26057(a) mandates the denial of an application for a state license if the *applicant* does not qualify, while § 26059 prohibits the State from denying an applicant based solely on two grounds – none of which are applicable here. Mr. Geraci's interpretation renders §§ 26057(a) and 26059 meaningless.

The interpretation also applies the same meaning to two separate words. *In re Austin P.* (2004) 118 Cal.App.4th 1124, 1130 ("When different terms are used in parts of the same statutory scheme, they

are presumed to have different meanings."). The mandatory provisions of Section 26057(a) apply to the *applicant*[8] or premises, while the permissive provisions of 26057(b) apply to the *application*.

Here, it is undisputed that Ms. Berry was the named applicant on the CUP application, Ms. Berry was applying for the CUP solely as Mr. Geraci's agent, and Mr. Geraci was and always had been the party pursuing the operation of a marijuana dispensary at the Property. As the central purpose of the alleged November 2, 2016 agreement was Mr. Cotton's operation of a marijuana dispensary at the Property, and his interest was never disclosed, the alleged agreement violated applicable state law and policy and cannot be enforced. *Homami*, *supra* at 1109.

V. The jury failed to apply an objective standard to both parties, and the Response confirms as much.

In the Response, Mr. Geraci argues that the subjective/objective standard argument "is simply Mr. Cotton's interpretation of the facts" and then goes on to argue that Mr. Geraci "*felt* he was being extorted." (Resp. at 16:20-24, 17:3-6) (emphasis added.) The objective manifestations set forth in the November 2, 2016 e-mail correspondence, the actions of Mr. Geraci thereafter, and the content of the draft agreements are not in dispute. The issue before the Court is whether Mr. Geraci's subjective intent, beliefs, and feelings can be considered by the jury.

First, in explaining his November 2, 2016 e-mail confirming he would provide Mr. Cotton a 10% equity position in the contemplated marijuana dispensary, Mr. Geraci testified that he did not read the entirety of Mr. Cotton's e-mail. However, a party cannot claim he did not read an offer before accepting it. *See Stewart v. Preston Pipeline Inc.* (2005) 134 Cal.App.4th 1565, 1587 (plaintiff's claim that he did not read the agreement before signing it did not raise a triable issue of mutual assent) (internal citations omitted).

Second, the Response argues that Mr. Geraci felt he was being extorted and that the facts supporting Mr. Cotton's argument are "equally supportive of Mr. Geraci's and [Ms.] Austin's testimony that Mr. Geraci *felt* he was being extorted by Mr. Cotton and requested [Ms.] Austin to please draft new contracts." (Resp. at 17:4-6) (emphasis added.) A person's undisclosed feelings is subjective and should

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[8] The applicable term "applicant" was defined in § 26001(a)(1), which does not make the terms "applicant" and "application" synonymous.

have been disregarded been disregarded by the jury. *Stewart, supra* at 1587 (a party's subjective intent is irrelevant). Moreover, none of the documents or communications produced at trial reference or otherwise suggest extortion. Mr. Geraci's subjective and inflammatory feelings have no application to the issues.

It is worth noting here that, as it relates to Mr. Geraci using attorney-client privilege as a sword and a shield, the Response argues that *documents* were produced. (Resp. at 18:24-19:9) (emphasis added.)[9] The issue is not about the production of documents; it is the withholding of *communications* that were then used at trial to introduce evidence of Mr. Geraci's subjective and inflammatory feelings.

Third, the Response argues that Mr. Cotton waived the argument because he did not depose Ms. Austin and that, in any event, Mr. Cotton had the opportunity to cross examine Ms. Austin. (Resp. at 18:22-23, 19:16-17.) As to the former, Mr. Geraci claimed privilege during discovery so attempting to take Ms. Austin's deposition would have been a futile act, which the law does not require. *Cates v. Chiang* (2013) 213 Cal.App.4th 791. As to the latter, any attempt to cross-examine Ms. Austin at trial would have been pointless because no communications were disclosed and, therefore, there was no ability to impeach the testimony of either Mr. Geraci or Ms. Austin. Mr. Geraci asserted privilege during discovery then waived the privilege at trial - he cannot blow hot and cold. *A&M Records, Inc. v. Heilman* (1977) 75 Cal.App.3d 554, 566.[10]

If an objective standard was applied to both parties, based on the evidence admitted, the jury could have only reached one of two conclusions. The first conclusion is that the parties' agreement included at the very least the terms of the alleged November 2, 2016 agreement *and* the 10% interest that Mr. Geraci confirmed via e-mail. As Mr. Geraci failed and refused to recognize Mr. Cotton's 10% interest, he breached the same and cannot maintain his claim. The second conclusion the jury could

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[9] The Response argues that the Motion for New trial makes a misrepresentation to the Court regarding an order prohibiting testimony on matters that Plaintiff asserted attorney-client privilege. (*See* Mot. for New Trial at 14:23-15:1; Resp. at 18:5-12.). At the February 8, 2019 hearing, the Court stated unequivocally that Mr. Geraci "can't go back and reopen that area once [he has] narrowed the scope by asserting privilege." The subsequent order sustained the objection asserting privilege, but allowed some testimony on the relevant documents. The statement in the Motion for New Trial is not a misrepresentation particularly given the Court's statements at the hearing that there is a "price to be paid" for asserting privilege.

[10] Mr. Geraci attempts to distinguish *A&M Records* based upon the type of privilege asserted. (Resp. at 20:4-6.) There is no meaningful distinction between the use of the 5th Amendment or attorney-client privilege as a sword and a shield, and the Response does not cite to any case law to supporting the distinction. The "blow hot and cold" doctrine has a long and broad application when parties attempt to take inconsistent positions. *See e.g. McDaniels v. General Ins. Co. of America* (1934) 1 Cal.App.2d 454, 459-60. There is no suggestion or authority that the doctrine would not apply here.

have reached, based upon the November 2, 2016 e-mail correspondence and subsequent exchange of draft agreements, is that the parties had an agreement to agree – which is not enforceable. The jury found neither.

Instead, the jury applied a subjective standard to Mr. Geraci. Mr. Geraci defended his November 2, 2016 e-mail and subsequent exchange of draft agreements on two subjective grounds – his testimony that he did not read the entire e-mail and his feeling/belief that he was being extorted. This was improper and a new trial is warranted.

VI. CONCLUSION

The Motion for New Trial should be granted. The alleged November 2, 2016 agreement is illegal as it fails to comply with express provisions of the SDMC, as well as the policies of the SDMC and AUMA. Second, the jury applied an objective standard to Mr. Cotton's conduct and a subjective standard to Mr. Geraci's. Thus, for the reasons set forth in the Motion for New Trial and this Reply, the relief sought in the Motion for New Trial should be granted.

DATED this 30th day of September, 2019.

TIFFANY & BOSCO, P.A.

By: 

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FOR COURT USE ONLY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Diego
STREET ADDRESS: 330 West Broadway
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CITY AND ZIP CODE: San Diego, CA 92101
BRANCH NAME: Central Division - Civil

CASE NUMBER: 37-2017-00010073-CU-BC-CTL

PLAINTIFF/PETITIONER: LARRY GERACI

DEFENDANT/RESPONDENT: DARRYL COTTON, et al.

JUDICIAL OFFICER: The Honorable Joel R. Wohlfeil

DEPARTMENT: C-73

PROOF OF ELECTRONIC SERVICE

1. I am at least 18 years old.
   a. My residence or business address is *(specify)*:
   1455 Frazee Road, Suite 820
   San Diego, CA 92108

   b. My electronic service address is *(specify)*:
   ybrinkman@tblaw.com

2. I electronically served the following documents *(exact titles)*:
   Reply in Support of Motion for New Trial

   ☐ The documents served are listed in an attachment. *(Form POS-050(D)/EFS-050(D) may be used for this purpose.)*

3. I electronically served the documents listed in 2 as follows:
   a. Name of person served: Michael R. Weinstein, Ferris & Britton, APC

   On behalf of *(name or names of parties represented, if person served is an attorney)*:
   Plaintiff/Cross-Defendant LARRY GERACI and Cross Defendant REBECCA BERRY

   b. Electronic service address of person served :
   mweinstein@ferrisbritton.com

   c. On *(date)*: September 30, 2019

   ☒ The documents listed in item 2 were served electronically on the persons and in the manner described in an attachment. *(Form POS-050(P)/EFS-050(P) may be used for this purpose.)*

Date: September 30, 2019

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

Yvette Brinkman
(TYPE OR PRINT NAME OF DECLARANT)

(SIGNATURE OF DECLARANT)

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POS-050/EFS-050 [Rev. February 1, 2017]

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SHORT TITLE:	CASE NUMBER:
Larry Geraci v. Darryl Cotton	37-2017-00010073-CU-BC-CTL

ATTACHMENT TO PROOF OF ELECTRONIC SERVICE (PERSONS SERVED)

(This attachment is for use with form POS-050/EFS-050.)

NAMES, ADDRESSES, AND OTHER APPLICABLE INFORMATION ABOUT PERSONS SERVED:

Name of Person Served *(If the person served is an attorney, the party or parties represented should also be stated.)*	Electronic Service Address	Date of Electronic Service
Jacob P. Austin, Esq., Atty for Darryl Cotton	jpa@jacobaustinesq.com	Date: 09/30/2019
		Date:
		Date:
		Date:
		Date:
		Date:
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