

Supplemental Documents

24-88

Claim No:

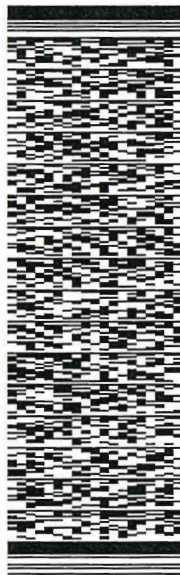


WA CCR A

CA-US 94559 OAK

TRK# 2837 7491 7584

MON - 30 DEC 12:00P
PRIORITY OVERNIGHT



REL# 3785346



NAPA CA 94559
(415) 837-1515
REF: 369892 00001-002036

TO ATTN: CITY CLERK
CITY OF NAPA
955 SCHOOL STREET
SAN FRANCISCO, CA 94111
UNITED STATES US

SHIP DATE: 27DEC24
ACTWTG: 0.50 LB
CAD: 25382577WMSX18600
BILL SENDER



58CJ549B9/C6C4

FOLD on this line and place in shipping pouch with bar code and delivery address visible

1. Fold the first printed page in half and use as the shipping label.
2. Place the label in a waybill pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.
3. Keep the second page as a receipt for your records. The receipt contains the terms and conditions of shipping and information useful for tracking your package.

Legal Terms and Conditions

Tendering packages by using this system constitutes your agreement to the service conditions for the transportation of your shipments as found in the applicable FedEx Service Guide, available upon request. FedEx will not be responsible for any claim in excess of the applicable declared value, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the applicable FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of 100 USD or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is 500 USD, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see applicable FedEx Service Guide. FedEx will not be liable for loss or damage to prohibited items in any event or for your acts or omissions, including, without limitation, improper or insufficient packaging, securing, marking or addressing, or the acts or omissions of the recipient or anyone else with an interest in the package. See the applicable FedEx Service Guide for complete terms and conditions. To obtain information regarding how to file a claim or to obtain a Service Guide, please call 1-800-GO-FEDEX (1-800-463-3339).

Allen Matkins

Allen Matkins Leck Gamble Mallory & Natsis LLP
Attorneys at Law
Three Embarcadero Center, 12th Floor | San Francisco, CA 94111-4074
Telephone: 415.837.1515 | Facsimile: 415.837.1516
www.allenmatkins.com

Kamran Javandel
E-mail: kjavandel@allenmatkins.com
Direct Dial: 415.273.7473 File Number: 393682.00001/4922-7228-0069.5

Via FedEx

Via U.S. Postal Service

December 27, 2024

City of Napa
Attn: City Clerk
955 School Street
Napa, California 94559

Wesley Mao
George Hills Company, Inc.
P.O. Box 278
Rancho Cordova, California 95741

Re: Timeliness of Government Claim and Leave to Present Late Claim

To the City of Napa and Wesley Mao:

This letter responds, on behalf of Hagstrom Properties, LLC (“Hagstrom”) to the City of Napa’s (“City”) *Cover Letter – Notice of Return of Untimely Claim* dated November 26, 2024. Hagstrom recently entered an agreement with the Blue Oak School (“BOS”) by which BOS assigned to Hagstrom certain of BOS’ legal claims, including those claims set forth in BOS’ *Claim Against the City of Napa – Government Code Section 905 et. seq.*, dated October 11, 2024. (See Exhibit A.) Hagstrom disputes the City’s contention that BOS’ claim was untimely. Nevertheless, reserving all rights to maintain that BOS’ claim against the City was timely, in an abundance of caution, Hagstrom seeks leave to present a late claim as suggested by the City in its November 26, 2024 letter. While, most fundamentally, the timing of BOS’ claim was driven by the timing of learning the cause of BOS’ damages—BOS could not assert a claim against the City until it knew the City was the cause, and despite BOS’ reasonable diligence, the first indication of this causal link came in December 2023—to the extent there was any failure to timely present a claim within the time period specified in Government Code Section 911.2, which Hagstrom maintains there was not, such failure was the result of mistake or excusable neglect (see Government Code Section 911.6) and the City was not prejudiced by the timing of the claim filing.

I. Blue Oak School’s Claim against the City was Timely

The City’s *Cover Letter – Notice of Return of Untimely Claim*, dated November 26, 2024, states that BOS’ claim against the City was untimely because certain “evidence demonstrates that Blue Oak School knew about the alleged releases of PCE into the combined sanitary sewer significantly sooner than alleged in [BOS’] claim.” While both documents cited in the City’s letter indicate BOS’ awareness of migrating contamination, neither demonstrates that BOS had actionable

Allen Matkins Leck Gamble Mallory & Natsis LLP
Attorneys at Law

City of Napa
Wesley Mao
December 27, 2024
Page 2

evidence that the contamination was coming from leaking sewer pipes or that BOS knew of the City's relationship to the leaking sewer pipes prior to December 2023. Significantly, the City cites its own letter to the Regional Water Quality Control Board, dated May 11, 2023, which states that "sewer lines owned and operated by the Napa Sanitation District" are the cause of the migrating contamination. This statement by the City is evidence that even the City itself did not know of its ownership or its own association with the leaking sewer pipes, and so, if the City itself did not know, it is unreasonable to assume that BOS knew or should have known of that relationship.

It was not until Hagstrom was preparing to publish its *Blue Oak School Property Investigation Report* in December 2023 that BOS first learned that the City currently owns the leaking sewer pipes. This new discovery of the City's ownership of the leaking pipes, together with concrete analytical data from Hagstrom's subsurface investigation reported in December 2023, established a sufficient causal link to assert a claim against the City. As such, Hagstrom maintains that the accrual date for BOS' claim against the City was no earlier than December 6, 2023, and was arguably later than that, when the Hagstrom report was published.

The time period for filing a claim is one year after accrual of a cause of action predicated on damage to real property. (Gov. Code § 911.2.) BOS filed its claim with the City on October 11, 2024 approximately 10 months after accrual (i.e., knowledge of the City's relationship to the leaking pipes), and as such, Hagstrom maintains that BOS' claim was timely and reserves all rights to assert that the claim was timely.

II. The City Should Grant Hagstrom's Leave to Present a Late Claim

To the extent that BOS' claim was untimely—which Hagstrom maintains it was not—BOS' failure to timely file a claim with the City was the result of mistake and/or excusable neglect. (See Government Code § 911.6.) Specifically, BOS reasonably relied on the City's May 11, 2023 letter, which identifies Napa San, but not the City, as an owner or operator of the leaking sewer pipes. Following that letter, BOS began pursuing its legal remedies by (1) timely filing a claim with Napa San, and (2) sending a demand letter to Hagstrom regarding recovery of its damages related to the contamination. If the claim was untimely, it was not for lack of attention or diligence on the part of BOS, but rather mistake as to the existence of an additional potentially responsible party.

Furthermore, even if BOS' claim was arguably untimely, the City can demonstrate no prejudice from the timing of BOS' claim. First, the City had constructive notice of its responsibility for the contamination during the alleged claims period given that Hagstrom's report identifying the City as an owner of the leaking sewer pipes was published on December 20, 2023. Second, the evidentiary record has only improved with time as further information about subsurface conditions has been developed through investigations conducted by Hagstrom. Third, the City's liability for damages remains the same; it has only benefitted from deferred payment for such liability.

Allen Matkins Leck Gamble Mallory & Natsis LLP
Attorneys at Law

City of Napa
Wesley Mao
December 27, 2024
Page 3

For the reasons set forth above, Hagstrom requests that the City grant leave to present the BOS claim, which is attached as Exhibit B.

Very truly yours,



Kamran Javandel

KJ
Attachment

cc: Edward Firestone

Allen Matkins Leck Gamble Mallory & Natsis LLP
Attorneys at Law

City of Napa
Wesley Mao
December 27, 2024
Page 4

Exhibit A

Allen Matkins Leck Gamble Mallory & Natsis LLP
Attorneys at Law

City of Napa
Wesley Mao
December 27, 2024
Page 5

EXHIBIT A

ASSIGNMENT OF CLAIMS

THIS ASSIGNMENT OF CLAIMS ("Assignment") is entered into by and between BLUE OAK SCHOOL, a California nonprofit corporation ("School"); and HAGSTROM PROPERTIES, LLC, a California limited liability company ("Hagstrom") (each individually, a "Party" and together, the "Parties") and is effective as of the date it is executed on behalf of the School, below ("Effective Date").

In consideration of the mutual promises and obligations contained in this Assignment and other good and valuable consideration, the receipt, sufficiency, and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Assignment of Claims. The School hereby assigns to Hagstrom any and all claims of any kind whatsoever which the School may have against any third party related, directly or indirectly, to the release or alleged release of tetrachloroethylene (sometimes referred to as perchloroethylene or "PCE") and/or its breakdown products at or from the real property located at 1634 Clay Street, Napa, California 94559, however released into the environment including from sewer pipes or otherwise, and whether known or unknown, suspected or unsuspected ("Claims").

2. Assumption of Claims. The School agrees that Hagstrom may, at any time, in its own name and for its own benefit, bring suit upon, prosecute, collect, settle, compromise, satisfy, and/or release the Claims in its sole discretion. The School shall have no right to consent to, approve, direct, or participate in any of the Claims, and shall have no right to receive any settlement funds, damages, or awards granted to Hagstrom in connection with the same.

3. Limitations on Assignment. Hagstrom shall not name the School as a party to any litigation or administrative proceeding in pursuit of the assigned Claims, unless absolutely necessary to pursue the assigned Claims, and in such case only with the School's advance written consent, which consent shall not be unreasonably withheld. The School acknowledges that Hagstrom cannot control whether third parties may seek to name the School as a party in such proceedings, and Hagstrom shall have no obligation to object to or seek to prevent such occurrence. The School will reasonably cooperate with Hagstrom in Hagstrom's pursuit of or defense of the assigned Claims assigned to Hagstrom, provided that Hagstrom will pay all of the School's reasonable and adequately documented costs and expenses for such cooperation, which shall include, but not be limited to, reimbursement for time and expenses incurred for the School and its trustees, employees, agents, contractors, consultants, and attorneys involved in such cooperation. The cooperation shall not be deemed to be, nor require, waiver of the attorney-client privilege, work product doctrine, or other applicable privilege or confidentiality protection by the Parties, which are expressly reserved.

4. No Encumbrances Without Prior Authorization. In exercising its rights under the assignment of Claims set forth by this agreement, Hagstrom shall not enter into any settlement, compromise, or release of Claims that in any way, directly or indirectly, creates any obligation or encumbrance upon the School, the School middle school property, or the School's lower school

Allen Matkins Leck Gamble Mallory & Natsis LLP
Attorneys at Law

City of Napa
Wesley Mao
December 27, 2024
Page 6

property without the School's express written consent to be exercised at the School's sole and absolute discretion.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of the Parties.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of California.

7. Amendment of Assignment. This Assignment may not be modified or amended in any manner other than by written agreement signed by the Parties.

8. Authorized Signatures. Each individual executing and delivering this Assignment on behalf of a Party represents and warrants to the other Party that such individual has been duly authorized and empowered to make such execution and delivery.

9. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute one in the same Assignment. This executed document may be delivered by one or more parties by electronic transmission, and such execution and delivery shall be considered valid, binding and effective for all purposes.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the Effective Date, intending to be bound thereby.

Date: November <u>26</u> , 2024	HAGSTROM PROPERTIES, LLC, a California limited liability company By: <u>[Signature]</u> Name: <u>MICHAEL KIRCHNER</u> Title: <u>MANAGING MEMBER</u>
Date: November <u>20</u> , 2024	BLUE OAK SCHOOL, a California nonprofit corporation By: <u>[Signature]</u> Name: <u>[Signature]</u> Title: <u>Head of School</u>

Allen Matkins Leck Gamble Mallory & Natsis LLP
Attorneys at Law

City of Napa
Wesley Mao
December 27, 2024
Page 7

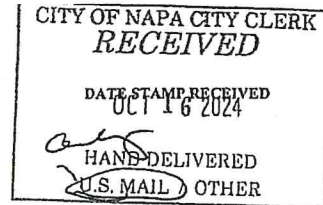
Exhibit B

Allen Matkins Leck Gamble Mallory & Natsis LLP
Attorneys at Law

City of Napa
Wesley Mao
December 27, 2024
Page 8

CITY CLAIM # 24-88

POLICE RPT. # _____



(FOR OFFICIAL USE ONLY)
U.S. Mail Hand Delivery Other

CLAIM AGAINST CITY OF NAPA

Please return to: City Clerk, 955 School Street, Napa, CA 94559 / Tel: (707)257-9503 Fax: (707)257-9534

CLAIM FORMS MUST BE FILLED OUT COMPLETELY. DO NOT LEAVE ANY BLANK SPACES. ADD ADDITIONAL SHEETS AS NECESSARY.

- 1. CLAIMANT'S NAME (PRINT): Blue Oak School
- 2. CLAIMANT'S ADDRESS: 1436 Polk Street Napa, CA 94559
(Street or P.O.Box Number) (City, State, Zip Code)
- 3. HOME PHONE: N/A WORK PHONE: 916-520-5364

IF YOUR CLAIM IS FOR UNDER \$10,000, STATE THE TOTAL ESTIMATED AMOUNT HERE \$ _____ AND SET FORTH THE CALCULATIONS SUPPORTING THE TOTAL AMOUNT OF YOUR CLAIM.

IF YOUR TOTAL CLAIM IS ESTIMATED AT \$10,000 OR MORE, CHECK THE BOX INDICATING WHETHER YOUR CLAIM WOULD BE A LIMITED CIVIL CASE (\$25,000 OR LESS), OR AN UNLIMITED CIVIL CASE.

- 4. ADDRESS TO WHICH NOTICES ARE TO BE SENT: IF DIFFERENT FROM LINES 1 AND 2 (PRINT) Robert P. Soran, Esq.
(NAME)
621 Capitol Mall, 18th Floor Sacramento, CA 95814
(STREET or P.O. BOX NUMBER) (CITY, STATE, ZIP CODE)

- 5. DATE OF INCIDENT: 12/06/2023 TIME OF INCIDENT: N/A
LOCATION OF INCIDENT: 1455 Polk Street/1120 Seminary Street, Napa, CA 94559 (at and adjacent to)

- 6. DESCRIBE THE INCIDENT OR ACCIDENT INCLUDING YOUR REASON FOR BELIEVING THE CITY IS LIABLE FOR YOUR DAMAGES: See Letter Attached to this Form.

- 7. DESCRIBE ALL INJURIES AND DAMAGES WHICH YOU BELIEVE YOU HAVE INCURRED AS A RESULT OF THE INCIDENT: See Letter Attached to this Form.

- 8. NAME(S) OF PUBLIC EMPLOYEE(S) CAUSING THE DAMAGES YOU ARE CLAIMING (IF APPLICABLE):
See Letter Attached to this Form.

- 9. WITNESS: See Letter Attached to this Form. N/A
(NAME) (ADDRESS) (TELEPHONE) (SIGNATURE)

[Signature] 10/11/2024
SIGNATURE OF CLAIMANT (S) Date

Any person who, with intent to defraud, presents any false or fraudulent claim may be punished by imprisonment, fine, or both.
Note: Most claims must be filed within 180 days of incident. See Government Code Section 900 et seq.

Allen Matkins Leck Gamble Mallory & Natsis LLP
Attorneys at Law

City of Napa
Wesley Mao
December 27, 2024
Page 9

DOWNEYBRAND

Robert P. Soran
rsoran@downeybrand.com
916.520.5364 Direct
916.520.5764 Fax

Downey Brand LLP
621 Capitol Mall, 18th Floor
Sacramento, CA 95814
916.444.1000 Main
downeybrand.com

October 11, 2024

VIA CERTIFIED MAIL

City Clerk
955 School Street
Napa, CA 94559

Re: Claim Against the City of Napa - Government Code Section 905 *et seq.*

To the Clerk of the City of Napa:

This firm represents the Blue Oak School (the "School"). The purpose of this letter is to present a claim against the City of Napa (the "City") on behalf of the School. Pursuant to Government Code sections 905 and 910, the information relevant to the claim is provided below and in supplement to the City's standard *Claim Against City of Napa* form, which is attached hereto. The School is presenting this claim letter in accordance with Government Code section 905 *et seq.* and City of Napa Municipal Code Chapter 2.104.

Circumstances Giving Rise to the Claim / General Incident Description

The School owns real property located at 1455 Polk Street/1120 Seminary Street, Napa, CA 94559 (the "Property") which is the site of the School's new middle school. During development of the new middle school, tetrachloroethylene ("PCE") was detected on the Property. The PCE had migrated onto and beneath the Property from the former Dow Cleaners, which operated at a shopping center owned by Hagstrom Properties, LLC ("Hagstrom"), located at 1634 Clay Street, Napa, CA 94559.

The former Dow Cleaners location, owned by Hagstrom, is currently an open cleanup program site under the jurisdiction and supervision of the San Francisco Bay Regional Water Quality Control Board ("Regional Water Board"). The project file for the Hagstrom site is listed on the State Water Resources Control Board's GeoTracker website under identification number SL0605536682.¹

The Regional Water Board directed that Hagstrom, as the responsible party for the contamination, not only address the contamination on its own property but also investigate the extent to which the contamination emanating from Hagstrom's property affected other properties in the area, including the School Property.

¹ See https://geotracker.waterboards.ca.gov/profile_report?global_id=SL0605536682.

Allen Matkins Leck Gamble Mallory & Natsis LLP
Attorneys at Law

City of Napa
Wesley Mao
December 27, 2024
Page 10

City of Napa
October 11, 2024
Page 2

On December 6, 2023, the School became aware that Hagstrom is alleging that there were one or more releases of PCE from the City-owned former combined sanitary sewer and storm sewer, which the City now operates only as a storm sewer. Hagstrom submitted a report detailing these allegations to the Regional Water Board titled *Blue Oak Middle School Property Investigation Report*, dated December 20, 2023 (“Hagstrom Report”).² In particular, the Hagstrom Report alleges, “These releases appear to have occurred in the current NapaSan sanitary sewer pipes, the NapaSan former combined sanitary/storm sewer pipes, and, due to residual PCE possibly remaining in the system, the City of Napa storm drain pipe in the middle of Seminary Street after the City took possession of the former combined sanitary/storm sewer pipe in approximately 1968.”³

Specifically, the Hagstrom Report stated that elevated levels of PCE in soil “strongly suggest the likelihood that one or more releases of PCE as DNAPL occurred at depth beneath Seminary Street from the combined storm drain/sanitary sewer, the sanitary sewer, or both, or from a sewer lateral connected to one or both of these facilities . . .”⁴ Moreover, the Hagstrom Report noted that soil vapor data indicated that there maybe four separate soil vapor plumes originating in various locations along the sanitary sewer and/or storm drain lines that were previously used for dual purpose storm and sanitary sewer.⁵ The Hagstrom report also concludes that shallow groundwater has been impacted by PCE in a manner that “generally coincides with the depth of the sewer facilities . . . , suggesting the likelihood of sewer leaks or failures in these areas.”⁶

Based on the foregoing, the School presents this claim for damages against the City on the basis that the City owned, operated, and/or maintained the former combined sanitary sewer and storm system (which is now operated solely as the storm drain) located adjacent to the School’s Property and its failure to properly maintain the system caused an independent release of PCE and/or caused or contributed to the spread of PCE from Hagstrom’s property onto and beneath the School’s real property.

General Description of the Injury, Damage, or Loss Incurred

As a result of the migration of PCE onto and beneath the School’s real property, the School has incurred significant costs and damages in response to the contamination, and the School is subject to ongoing obligations related to the damages to its real property. These costs include, but are not limited to the costs of additional site investigation, damages for changes to, and delays in the construction of the middle school property, and the installation of environmental and safety measures to mitigate the impacts of PCE at and underlying the School’s property.

The costs and damages to the School are continuing, and is therefore subject to change in an amount to be determined.

² The Hagstrom Report is available on the State Water Resources Control Board’s GeoTracker database, https://geotracker.waterboards.ca.gov/profile_report?global_id=SL0605536682.

³ *Id.* at p. 41.

⁴ *Id.* at p. 30.

⁵ *Id.* at p. 32.

⁶ *Id.* at p. 31.

Allen Matkins Leck Gamble Mallory & Natsis LLP
Attorneys at Law

City of Napa
Wesley Mao
December 27, 2024
Page 11

City of Napa
October 11, 2024
Page 3

Name(s) of Public Employee(s) Causing the Injury, Damage, or Loss

The School does not have all of the specific information at this time to name any public employee(s) causing the injury, damage, or loss. (Gov. Code, § 910(e).) The School reserves the right to supplement its claim with additional information, if it becomes known.

Names of Witnesses

Other than the information referenced in the Hagstrom Report, the School does not have the specific information at this time to name witnesses. The School reserves the right to supplement its claim with additional information, if it becomes known.

Amount Claimed

Pursuant to the Government Code, “[i]f the amount claimed exceeds ten thousand dollars (\$10,000), no dollar amount shall be included in the claim. However, it shall indicate whether the claim would be a limited civil case.” (Gov. Code, § 910(f).) The School is claiming damages in excess of \$10,000, and therefore, does not include a specific dollar amount in this letter. Based on the amount in dispute, this would not be a limited civil case.

The School reserves all rights to supplement this claim as additional information becomes known, and reserves all rights to pursue available legal remedies that are or may become available after presentation of this claim, including but not limited to initiating legal proceedings, to recover costs from the City relating to the migration of PCE contamination.

Please return a conformed copy of this claim (copy enclosed) to this office in the enclosed postage paid return envelope.

Should you have any questions regarding this claim, please contact the undersigned at the telephone number listed above.

Thank you for your attention to this matter.

Sincerely,

DOWNEY BRAND LLP



Robert P. Soran

Enclosure (City of Napa Claim Form)

Allen Matkins Leck Gamble Mallory & Natsis LLP
Attorneys at Law

City of Napa
Wesley Mao
December 27, 2024
Page 12

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SACRAMENTO

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Sacramento, State of California. My business address is 621 Capitol Mall, 18th Floor, Sacramento, CA 95814.

On October 11, 2024, I served true copies of the following document(s) described as below on the interested parties in this action as follows:

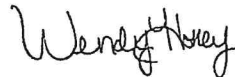
BLUE OAKS SCHOOL'S CLAIM FORM AND LETTER FOR CITY OF NAPA

BY CERTIFIED MAIL – RETURN RECEIPT REQUESTED: I enclosed the document(s) in a sealed envelope or package addressed to the persons at the addresses listed in the Service List and placed the envelope for collection and mailing via Certified Mail, Return Receipt Requested, following our ordinary business practices. I am readily familiar with the practice of Downey Brand LLP for collecting and processing correspondence for mailing. On the same day that the correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid. I am a resident or employed in the county where the mailing occurred. The envelope was placed in the mail at Sacramento, California.

**City Clerk
955 School Street
Napa, CA 94559**

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

Executed on October 11, 2024, at Sacramento, California.

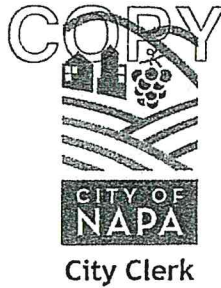


Wendy Honey

DOWNEY BRAND LLP

Allen Matkins Leck Gamble Mallory & Natsis LLP
Attorneys at Law

City of Napa
Wesley Mao
December 27, 2024
Page 13



October 16, 2024

Blue Oak School
c/o Robert P. Soran, Esq
621 Capitol Mall, 18th Floor
Sacramento, Ca 95814

**RE: ACKNOWLEDGING RECEIPT OF BLUE OAK SCHOOL C/O ROBER P. SORAN, ESQ
CLAIM AGAINST THE CITY OF NAPA CLAIM NO. 24-88**

**Blue Oak School
c/o Rober P. Soran, Esq**

On October 16, 2024 via Certified Mail delivery the City of Napa received the above-referenced claim. Claim documents received by the City included two (2) pages City of Napa Claim Form, and three (3) pages of written statement.

The City has transmitted the claim documents for review by the City's claims administrator, George Hills Company, Inc. If you wish to contact the claims administrator directly, the relevant contact information is:

Wesley Mao
George Hills Company, Inc.
P.O. BOX 278
Rancho Cordova, CA 95741
Office: 916-859-4800
Direct: 916-859-4810
Email: wesley.mao@georgehills.com

Sincerely,

*Emily Steinley
Office Assitant II
Napa City Clerk's Department*

Allen Matkins Leck Gamble Mallory & Natsis LLP
Attorneys at Law

City of Napa
Wesley Mao
December 27, 2024
Page 14

PROOF OF SERVICE

I declare that I am employed in the City and County of Napa, California, over the age of 18 years and am not a party to the within action. My business address is 955 School Street, Napa, CA 94559. I am readily familiar with the business' practice for collection and processing of correspondence for mailing with the United States Postal Service. In the ordinary course of business, correspondence, which is placed for collection, is deposited with the United States Postal Service on the same day it is placed for collection.

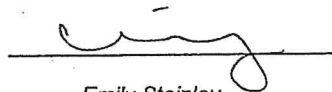
On October 16, 2024 I served the following documents:

Letter dated October 16, 2024 Acknowledging receipt of claim of Blue Oak School c/o Rober P. Soran, Esq against the City of Napa Claim No. 24-88

on the parties in this matter by having sealed and placed the envelope with first class mailed postage, fully prepaid, for collection and mailing on this date in accordance with the ordinary business practices and addressed as follows:

Blue Oak School
c/o Robert P. Soran, Esq
621 Capitol Mall, 18th Floor
Sacramento, Ca 95814

I declare under penalty of perjury, pursuant to the laws of the State of California, that the foregoing is true and correct, and that this Declaration was executed on October 16, 2024 in Napa, California.

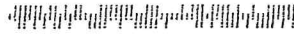


*Emily Steinley
Office Assitant II
Napa City Clerk's Department*

Allen Matkins Leck Gamble Mallory & Natsis LLP
Attorneys at Law

City of Napa
Wesley Mao
December 27, 2024
Page 15

DOWNEY BRAND
Downey Brand LLP
621 Capitol Mall, 18th
Sacramento, CA 95814



NEOPOST
10-19-2024
NEWSPAGE \$0
04

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE.
CERTIFIED MAIL®



9314 8699 0430 0127 2911 49
RETURN RECEIPT (ELECTRONIC)

CITY CLERK
955 SCHOOL ST
NAPA, CA 94559-2825

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PROOF OF SERVICE

I am employed in the County of San Francisco, State of California. I am over the age of eighteen (18) and am not a party to this action. My business address is Three Embarcadero Center, 12th Floor, San Francisco, California 94111-4074.

On December 27, 2024, I served the within document(s) described as:

December 27, 2024 Letter to City of Napa

on the interested parties in this action as stated below:

City of Napa
Attn: City Clerk
955 School Street
Napa, California 94559

Via Federal Express

Wesley Mao
George Hills Company, Inc.
P.O. Box 278
Rancho Cordova, California 95741

Via U.S. Postal Service

BY MAIL: I placed a true copy of the document in a sealed envelope or package addressed as indicated above on the above-mentioned date in San Francisco, California for collection and mailing pursuant to the firm's ordinary business practice. I am familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

BY OVERNIGHT DELIVERY: I deposited in a box or other facility regularly maintained by FedEx, or delivered to a courier or driver authorized by said express service carrier to receive documents, a true copy of the foregoing document(s) in sealed envelopes or packages designated by the express service carrier, addressed as indicated above on the above-mentioned date, with fees for overnight delivery paid or provided for.

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

Executed on December 27, 2024, at San Francisco, California.

Janet Martorano
(Type or print name)


(Signature of Declarant)