



*Chair Sylvia Ballin • Vice Chair Robert C. Gonzales  
Board Member Jesse H. Avila • Board Member Joel Fajardo • Board Member Antonio Lopez  
Executive Director Brian Saeki*

**SUCCESSOR AGENCY TO THE  
SAN FERNANDO REDEVELOPMENT AGENCY**  
**REGULAR MEETING NOTICE & AGENDA**

**MAY 5, 2014 – 6:00 PM**

**COUNCIL CHAMBERS  
117 MACNEIL STREET  
SAN FERNANDO, CA 91340**

**CALL TO ORDER/ROLL CALL**

**APPROVAL OF AGENDA**

**PUBLIC STATEMENTS – WRITTEN/ORAL**

There will be a three (3) minute limitation per each member of the audience who wishes to make comments relating to the Successor Agency. Anyone wishing to speak, please fill out the blue form located at the Council Chambers entrance and submit it to the City Clerk. When addressing the Agency Board, please speak into the microphone and voluntarily state your name and address.

**CONSENT CALENDAR**

Items on the Consent Calendar are considered routine and may be disposed of by a single motion to adopt staff recommendation. If the Agency Board wishes to discuss any item, it should first be removed from the Consent Calendar.

**1) REQUEST TO APPROVE MINUTES OF APRIL 21, 2014 – REGULAR MEETING**

**ADMINISTRATIVE REPORTS**

**2) CONSIDERATION TO APPROVE A SETTLEMENT AGREEMENT BETWEEN THE GARCIA FAMILY TRUST AND THE SUCCESSOR AGENCY**

Recommend that the Successor Agency approve a Settlement Agreement settling the quiet title claim brought by Hilaria R. Garcia on behalf of the Garcia Family Trust against the Successor Agency to the San Fernando Redevelopment Agency.



## SUCCESSOR AGENCY TO THE SAN FERNANDO REDEVELOPMENT AGENCY REGULAR MEETING NOTICE & AGENDA – MAY 5, 2014 PAGE 2

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### AGENCY DISCUSSION

### STAFF COMMUNICATION

### ADJOURNMENT

*I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting.*

*Elena G. Chávez, Secretary*

*Signed and Posted: May 1, 2014 (4:00 p.m.)*

*Agendas and complete Agenda Packets (including staff reports and exhibits related to each item) are posted on the City's Internet Web site ([www.sfcity.org](http://www.sfcity.org)). These are also available for public reviewing prior to a meeting in the City Clerk's Office. Any public writings distributed by the Successor Agency to at least a majority of the Board Members regarding any item on this regular meeting agenda will also be made available at the City Clerk's Office at City Hall located at 117 Macneil Street, San Fernando, CA, 91340 during normal business hours. In addition, the City may also post such documents on the City's Web Site at [www.sfcity.org](http://www.sfcity.org). In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification/accommodation to attend or participate in this meeting, including auxiliary aids or services please call the City Clerk's Office at (818) 898-1204 at least 48 hours prior to the meeting.*

# **Successor Agency to the San Fernando Redevelopment Agency**

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**SUCCESSOR AGENCY TO THE  
SAN FERNANDO REDEVELOPMENT AGENCY  
MINUTES**

**APRIL 21, 2014 – 6:00 PM  
REGULAR MEETING**

City Hall Council Chambers  
117 Macneil Street  
San Fernando, CA 91340

**CALL TO ORDER/ROLL CALL**

Chair Sylvia Ballin called the meeting to order at 6:09 p.m.

Present:

Agency: Chair Sylvia Ballin, Vice-Chair Robert C. Gonzales, and Board Members  
Jesse H. Avila, Joel Fajardo, and Antonio Lopez

Staff: Executive Director Brian Saeki, General Counsel Rick R. Olivarez, and  
Secretary Elena G. Chávez

**APPROVAL OF AGENDA**

Motion by Board Member Lopez, seconded by Board Member Fajardo, to approve the agenda.  
By consensus, the motion carried.

**PUBLIC STATEMENTS – WRITTEN/ORAL**

None

**CONSENT CALENDAR**

Motion by Board Member Lopez, seconded by Board Member Fajardo, to approve the following  
Consent Calendar items:

- 1) APPROVAL OF MINUTES OF APRIL 7, 2014 – REGULAR MEETING
- 2) REQUEST TO ADOPT RESOLUTION NO. 67 – APPROVAL OF WARRANT REGISTER

By consensus, the motion carried.

**SUCCESSOR AGENCY TO THE  
SAN FERNANDO REDEVELOPMENT AGENCY  
MINUTES – April 21, 2014  
Page 2**

**AGENCY DISCUSSION**

None

**STAFF COMMUNICATION**

None

In response to Chair Ballin's question regarding holding the Successor Agency Closed Session item the same time as the City Council Closed Sessions items, General Counsel Olivarez suggested calling to order the City Council meeting at this point.

**RECESS TO CLOSED SESSION (6:23 P.M.)**

By consensus, Agency Members recessed to the following Closed Session as announced by General Counsel Olivarez:

- A) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
G.C. §54956.9(d)(1)  
Los Angeles Superior Court Case No. LC 100448

**RECONVENE AND ANNOUNCE CLOSED SESSION ACTION (7:19 P.M.)**

General Counsel Olivarez reported that the Successor Agency received a briefing from staff, general direction was given, but no formal action taken.

**ADJOURNMENT (7:20 P.M.)**

By consensus, the meeting was adjourned.

*I do hereby certify that the foregoing is a true and correct copy of the minutes of April 21, 2014, meeting as approved by the Successor Agency to the San Fernando Redevelopment Agency.*

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*Elena G. Chávez  
Secretary*





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## ADMINISTRATION DEPARTMENT

### MEMORANDUM

**TO:** Chair Sylvia Ballin and Agency Members

**FROM:** Brian Saeki, Executive Director  
Fred Ramirez, Community Development Director

**DATE:** May 5, 2014

**SUBJECT:** Consideration of Approval of Settlement Agreement Between the Garcia Family Trust and the Successor Agency

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#### **RECOMMENDATION:**

It is recommended that the Successor Agency approve a Settlement Agreement (Attachment "A"), settling the quite title claim (Attachment "B") brought by Hilaria R. Garcia on behalf of the Garcia Family Trust against the Successor Agency to the San Fernando Redevelopment Agency.

#### **BACKGROUND:**

1. On June 19, 2013, Hilaria R Garcia, as trustee for the Garcia Family Trust (the Trust) filed a Complaint of Quite Title (Case No. LC100448) in Los Angeles Superior Court. The quite title action was filed against all parties with possible claim or interest on the subject property located at 561-563 San Fernando Mission Boulevard. The subject property is located within the City's former Redevelopment Agency, Amended Redevelopment Project Area No. 1 (1A) and the former City Redevelopment Agency and associated Redevelopment Project Area 1A are referenced on title for the subject property. Therefore, the former Agency (and by default the Successor Agency of said former redevelopment agency) was also included in the Trust's quite title action in an effort to clear up title and as such remove any ongoing and/or future claim to interest on said subject property.

#### **ANALYSIS:**

The quite title action filed by the Trust seeks sole ownership of the subject property at 561-563 San Fernando Mission Boulevard, a C-2 (Commercial) zoned property located within Amended Redevelopment Project Area No. 1A dated back to recorded deed filed with Los Angeles County on April 22, 1996 as instrument no. 96-629284. As previously noted, the subject property currently includes title reference to the former City of San Fernando Redevelopment Agency and

Consideration of Approval of Settlement Agreement between the Garcia Family Trust and the Successor Agency  
Page 2

the associated Redevelopment Project Area 1A. Pursuant to City Ordinance No. 1600, Redevelopment Project Area 1A does not expire until 2029. As such, the Trust's quiet title action seeks court judgment that the Trust "is the owner in fee simple of the property and that defendants (former City Redevelopment Agency included as a defendant) have no interest in the property".

Successor Agency staff is recommending that the Successor Agency approve the proposed Settlement Agreement (the Agreement) (Attachment "A"). Successor Agency staff and Agency counsel have reviewed the Agreement and determine that the proposed Agreement will resolve the dispute in a manner that the Trust can claim fee simple ownership of the subject site at 561-563 San Fernando Mission Boulevard. Furthermore, the Agreement would also reserve the City's police powers "including rights to possession and/or title to the Property insofar as they may arise in the course of the City carrying out its duties and obligations as a municipal corporation. Such duties and obligations with respect to the Property include, but are not limited to, those related to condemnation, acquisition, gift, transfer, disposition, any taking permissible under the law, and carrying out any duties or obligations under the City's municipal code." (Attachment "A", Section No. 2 of the Agreement.) Upon approval of the Agreement by the Successor Agency and signing of said Agreement by both parties, the Trust shall dismiss all claims against the Successor Agency as it relates to quiet title action.

**BUDGET IMPACT:**

Approval of the Agreement by the Successor Agency will not have a negative budget impact to the Successor Agency and the City. Successor Agency approval of the Agreement would release the City and Agency from legal action associated with the quiet title claim. Any future sale that includes redevelopment at the subject property would result in a new property tax assessment of the property and subsequent property tax revenue to the City of San Fernando and other applicable taxing entities.

**CONCLUSION:**

The Successor Agency's approval of the Agreement between the City/Successor Agency and the Trust is warranted. Approval of the Agreement would release the City/Successor Agency from legal action associated with the quiet title claim previously issued by the Trust.

**ATTACHMENTS:**

- A. Settlement Agreement
- B. Complaint of Quiet Title (Case No. LC100448)

### **SETTLEMENT AGREEMENT**

THIS SETTLEMENT AGREEMENT (the "Agreement") is entered into this \_\_\_\_ day of April, 2014, by and between Hilaria R. Garcia (hereinafter sometimes called "Hilaria") as trustee of the Garcia Family Trust u/t/d/ April 11, 1996, (hereinafter sometimes called "Trust") and the City of San Fernando, as Successor Agency to the Redevelopment Agency of the City of San Fernando (hereinafter sometimes called "the City").

### **RECITALS**

This Agreement is entered into with reference to the following facts:

WHEREAS, on or about June 19, 2013, Hilaria R. Garcia, as Trustee of the Trust filed a complaint for quiet title in that certain action entitled "Hilaria R. Garcia , Trustee of the Garcia Family Trust, plaintiff, vs. CONNIE CARRANZA GARCIA, an individual, HILARIA R. GARCIA, an individual, SAL GARCIA, also known as SALVADOR GARCIA, an individual, believed to be deceased, and the testate and intestate successors of Sal Garcia, and all persons claiming by, through, or under such decedent, ANGELA R. GARCIA, an individual, believed to be deceased, and the testate and intestate successors of Angela R. Garcia, and all persons claiming by, through, or under such decedent, ANGELA R. GARCIA, as guardian of the estate of Roy Garcia, ROBERT GARCIA, also known as ROBERT R. GARCIA, an individual, RUDY GARCIA, ALSO known as RUDOLPH R. GARCIA, an individual, ROY GARCIA, also known as ROY R. GARCIA, an individual, JENNIE PEREZ, an individual, and all persons unknown claiming any legal or equitable right, title, estate, lien, or interest in the property described in the complaint adverse to plaintiff's title, or any cloud on plaintiff's title thereto, DOES 1 through

100, inclusive,” Los Angeles Superior Court Case Number LC 100448, (hereinafter the “Litigation”).

WHEREAS, the Litigation seeks to quiet title in Hilaria as trustee of the Trust in certain real property commonly known as 561-563 San Fernando Mission Boulevard, in the city of San Fernando, County of Los Angeles, state of California (“the Property”), and more particularly described as follows:

Lots 39 and 40, Block 55 of the Porter Land and Water Company’s resurvey of the Town of San Fernando, in the City of San Fernando, County of Los Angeles, State of California, as per map recorded in Book 34 Pages 65 and 66 of Miscellaneous records, in the office of the County Recorder of Los Angeles County, assessor’s parcel number 2521-024-025.

WHEREAS, the Property is located within the Redevelopment Project Area under Ordinance no. 1600, and the deadlines under that ordinance extend to the year 2029.

WHEREAS, the City has appeared in the litigation guarantee procured by Hilaria in the course of Litigation, as an interested party.

WHEREAS, the City does not dispute that Hilaria, as trustee for the Trust, is the owner in fee simple of the property.

WHEREAS, the parties hereto, desire to compromise and settle all disputes as between themselves on the terms and conditions set forth herein below.

#### AGREEMENT

NOW THEREFORE, in consideration of the above recitals and for other and good valuable consideration receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The City does not dispute that Hilaria, as trustee for the Trust, is the owner in fee simple of the Property.

2. The City reserves all rights, including the right to possession and/or title to the Property insofar as they may arise in the course of the City carrying out its duties and obligations as a municipal corporation. Such duties and obligations with respect to the Property include, but are not limited to, those related to condemnation, acquisition, gift, transfer, disposition, any taking permissible under the law, and carrying out any duties or obligations under the City's Municipal Code.

3. Upon signature on this Agreement, Hilaria will cause a dismissal without prejudice of the complaint against the City to be filed in the Litigation.

4. Except as to rights, liabilities and obligations arising out of this Release, each of the parties hereto, and each of their associates, owners, stockholders, predecessors, successors, heirs, children, assigns, agents, directors, officers, partners, employees, representatives, lawyers and all persons acting by, through, under or in concert with them, do hereby fully and forever release and discharge each other and each of their associates, owners, stockholders, predecessors, successors, heirs, children, assigns, agents, directors, officers, partners, employees, representatives, lawyers and all persons acting by, through, under or in concert with them, from any and all claims arising out of or in any way connected with the Litigation as well as any matters, causes or thing whatsoever that were, or have been, or could in any way have been, alleged in any lawsuits based on disputes or alleged in the Litigation, of any nature whatsoever, known or unknown, fixed or contingent (hereinafter called "claims"), whether at law or in equity, from the beginning of time to the date hereof, and more particularly, but without in any way limiting the generality of the foregoing.

5. Each person signing this Agreement represents and warrants that he or she has the authority and capacity to do so on behalf of the party whom he or she represents.

6. Each party shall bear their own fees and costs incurred in this litigation. Any Party who fails to comply with this Agreement shall reimburse the other Party for any reasonable expenses, including attorney's fees and court costs, incurred as a result of such failure and reasonably necessary to carry out the terms of this Agreement.

7. All parties shall execute such other and further documents as may be reasonably necessary to carry out the terms of this Agreement, including without limitation, to execute and deliver any instrument, furnish any information, and perform any other act reasonably necessary to carry out the provisions of this Agreement without undue delay or expense at the request of the other Party.

8. The parties hereto, and each of them, represent, warrant and certify that in executing this Release, they do so with full knowledge of any and all rights they may have, and they do not rely and have not relied upon any representations or statements of each other, or any of them, or their officers, agents or representatives, with regard to any of their rights or asserted rights, and thereby assume the risk of any mistake or fact in connection with the true facts involved or with regard to any facts which are not presently known to any of them. All parties further represent, warrant and certify that they have executed this Release of their own free will and accord after having had full opportunity to review the same and consult with an attorney of their choice and fully understanding their rights and privileges under the circumstances and the legal effect of this Release.

9. Each party acknowledges that he/she/it has been advised by his/her/its legal counsel and is familiar with the provisions of California Civil Code Section 1542, which



provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Each of the parties hereto is aware of said code section and have taken into consideration and discussed with their respective legal counsel the risk that they may discover at some later date a claim now unknown to them which would be released herein and nevertheless hereby expressly waive any right they may have thereunder, as well as under any other statute or common law principle of similar effect.

10. Each of the parties hereto represents and warrants that there has been no assignment or other transfer of any interest in any claim which it may have against the other party and the parties, and each of them, are the sole owners of the claims referred to hereinabove and they agree to indemnify and hold the other party harmless from any liabilities, claims, demands, costs, expenses and attorney's fees incurred by the other party as a result of any person or entity asserting any right or claim under and by reason of the claims referred to hereinabove. It is the intention of the parties that this indemnity does not require payment as a condition precedent to recovery by either of the undersigned under this indemnity.

11. This Agreement shall bind and benefit the parties hereto, their respective heirs, executors, administrators, successors, predecessors, agents, attorneys, and representatives.

12. It is expressly understood and agreed that this Agreement is being made solely for the purpose of avoiding the expense and inconvenience of litigation and that it is not to be construed on the part of any party hereto as an admission of any unlawful or wrongful conduct or

of any liability to any other party as alleged or otherwise, all of which is expressly denied.

13. This Agreement is made and entered into in the State of California, and this Agreement and any rights, remedies or obligations provided for herein, shall be construed and enforced in accordance with the laws of the State of California.

14. This Agreement contains the entire agreement of the parties hereto, and supercedes any prior written or oral agreement, promises, negotiations or representations between them concerning the subject matter contained herein. Any amendment to this Agreement must be in writing signed by the parties hereto.

15. Each party hereto agrees that each has had the opportunity to have this agreement reviewed by counsel of their choice and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto.

16. The enforceability of any term or provision of this Agreement shall not affect the validity of the remainder. The breach or failure to perform any covenant or condition of this Agreement shall not invalidate the remainder of its provisions, or affect the remaining rights and obligations of the parties hereto.

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17. Each signature hereon is conditioned upon and is in consideration of all other signatures required herein, and it is understood and agreed that this Agreement may be signed in several counter parts, each of which shall be deemed to be an original, but all of which taken together shall constitute the same document.

Executed at \_\_\_\_\_, California.

DATED: \_\_\_\_\_, 2014

\_\_\_\_\_  
Hilaria R. Garcia, as trustee of the Garcia Family  
Trust and as plaintiff in the Litigation

DATED: \_\_\_\_\_, 2014

\_\_\_\_\_  
(title) The City of San Fernando, as  
Successor Agency to the Redevelopment Agency of  
the City of San Fernando

APPROVED AS TO FORM AND CONTENT:

LAW OFFICES OF TAMILA C. JENSEN, PC  
Attorneys for HILARIA R. GARCIA, as Trustee  
for THE GARCIA FAMILY TRUST

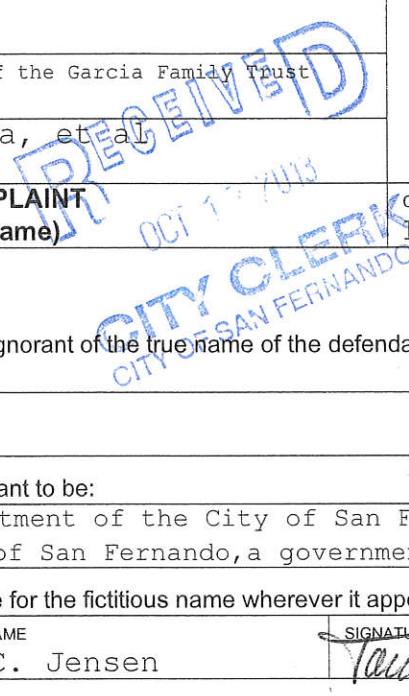
BY: \_\_\_\_\_  
TAMILA C. JENSEN, ESQ.

LAW OFFICES OF \_\_\_\_\_  
Attorneys for \_\_\_\_\_

BY: \_\_\_\_\_  
\_\_\_\_\_, ESQ.

05/05/2014 SA Meeting Agenda  
 ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address)  
 TAMILA C. JENSEN, ESQ.  
 LAW OFFICES OF TAMILA C. JENSEN  
 10324 BALBOA BLVD., SUITE 200  
 GRANADA HILLS, CA 91344  
 TELEPHONE NO.: 818-363-6733 FAX NO.: 818-363-6733  
 ATTORNEY FOR (Name): HILARIA R. GARCIA  
 SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES  
 COURTHOUSE ADDRESS:  
 6230 Sylmar Avenue  
 Van Nuys, CA 91401  
 PLAINTIFF: Hilaria R. Garcia, as Trustee of the Garcia Family Trust  
 DEFENDANT: Connie Carranza Garcia, et al  
 AMENDMENT TO COMPLAINT  
 (Fictitious/Incorrect Name)

ATTACHMENT "B"



CASE NUMBER:  
 LC 100448

☒ FICTITIOUS NAME (No order required)

Upon the filing of the complaint, the plaintiff, being ignorant of the true name of the defendant and having designated the defendant in the complaint by the fictitious name of:

FICTITIOUS NAME  
 DOE # 7

and having discovered the true name of the defendant to be:

TRUE NAME Community Development Department of the City of San Fernando, as successor to the  
 Redevelopment Agency of the City of San Fernando, a governmental agency

amends the complaint by substituting the true name for the fictitious name wherever it appears in the complaint.

DATE October 8, 2013	TYPE OR PRINT NAME Tamila C. Jensen	SIGNATURE OF ATTORNEY 
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☐ INCORRECT NAME (Order required)

The plaintiff, having designated a defendant in the complaint by the incorrect name of:

INCORRECT NAME

and having discovered the true name of the defendant to be:

TRUE NAME

amends the complaint by substituting the true name for the incorrect name wherever it appears in the complaint.

DATE	TYPE OR PRINT NAME	SIGNATURE OF ATTORNEY
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ORDER

THE COURT ORDERS the amendment approved and filed.

Dated

JUDICIAL OFFICER



**SI MONS**  
(CITACION JUDICIAL)

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:** CONNIE CARRANZA GARCIA, an individual,  
(**AVISO AL DEMANDADO:**) HILARIA R. GARCIA, an individual, SA  
GARCIA aka SALVADOR GARCIA, an individual,  
believed to be deceased, and the testate  
(Cont'd on Att. Sum-20(A))

**YOU ARE BEING SUED BY PLAINTIFF:**

(**LO ESTÁ DEMANDANDO EL DEMANDANTE:**)

HILARIA R. GARCIA, as Trustee for THE GARCIA FAMILY  
TRUST



**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

**¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

Los Angeles Superior Court (NORTHWEST)  
6230 Sylmar Avenue  
Van Nuys, CA 91401

CASE NUMBER: (Número de Caso) **LC100748**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

TAMILA C. JENSEN, ESQ. (SBN 57404) LAW OFFICES OF TAMILA C. JENSEN  
10324 BALBOA BLVD., SUITE 200 818-363-6733/818-831-8513 fax  
GRANADA HILLS, CA 91344

DATE: JUN 19 2013 JOHN A. CLARKE  
(Fecha)

Clerk, by **JAVIER G. ESPINDOLA**, Deputy  
(Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

**NOTICE TO THE PERSON SERVED:** You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☐ on behalf of (specify):

under: ☐ CCP 416.10 (corporation)  
☐ CCP 416.20 (defunct corporation)  
☐ CCP 416.40 (association or partnership)  
☐ other (specify):

☐ CCP 416.60 (minor)  
☐ CCP 416.70 (conservatee)  
☐ CCP 416.90 (authorized person)

4. ☐ by personal delivery on (date):

SHORT TITLE:

GARCIA FAMILY TRUST

CASE NUMBER:

## INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

☐ Plaintiff ☒ Defendant ☐ Cross-Complainant ☐ Cross-Defendant

and intestate successors of Sal Garcia, and all persons claiming by, through, or under such decedent, ANGELA R. GARCIA, an individual, believed to be deceased, and the testate and intestate successors of Angela R. Garcia, and all persons claiming by, through, or under such decedent, ANGELA R. GARCIA, as guardian of the estate of Roy Garcia, ROBERT GARCIA, also known as ROBERT R. GARCIA, an individual, RUDY GARCIA, also known as RUDOLPH R. GARCIA, an individual, ROY GARCIA, also known as ROY R. GARCIA, an individual, JENNIE PEREZ, an individual, and all persons unknown claiming any legal or equitable right, title, estate, lien, or interest in the property described in the complaint adverse to plaintiff's title, or any cloud on plaintiff's title thereto, DOES 1 through 100, inclusive,

Defendants.

Page \_\_\_\_\_ of \_\_\_\_\_

Page 1 of 1

05/05/2014  
SHORT TITLE:

SA Meeting Agenda

CASE NUMBER: Page 24 of 32

GARCIA FAMILY TRUST

**INSTRUCTIONS FOR USE**

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List additional parties (Check only one box. Use a separate page for each type of party.):

☐ Plaintiff ☒ Defendant ☐ Cross-Complainant ☐ Cross-Defendant

and intestate successors of Sal Garcia, and all persons claiming by, through, or under such decedent, ANGELA R. GARCIA, an individual, believed to be deceased, and the testate and intestate successors of Angela R. Garcia, and all persons claiming by, through, or under such decedent, ANGELA R. GARCIA, as guardian of the estate of Roy Garcia, ROBERT GARCIA, also known as ROBERT R. GARCIA, an individual, RUDY GARCIA, also known as RUDOLPH R. GARCIA, an individual, ROY GARCIA, also known as ROY R. GARCIA, an individual, JENNIE PEREZ, an individual, and all persons unknown claiming any legal or equitable right, title, estate, lien, or interest in the property described in the complaint adverse to plaintiff's title, or any cloud on plaintiff's title thereto, DOES 1 through 100, inclusive,

Defendants.

Page \_\_\_\_\_ of \_\_\_\_\_

Page 1 of 1

**ADDITIONAL PARTIES ATTACHMENT**

Attachment to Summons

Garcia



DUPLICATE

LAW OFFICE OF TAMILA C. JENSEN,  
A PROFESSIONAL CORPORATION  
TAMILA C. JENSEN SBN 57404  
10324 BALBOA BLVD. SUITE 200  
GRANADA HILLS, CA 91344  
(818) 363-6733 – PHONE  
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Attorney for Plaintiff  
HILARIA R. GARCIA, as Trustee for  
THE GARCIA FAMILY TRUST

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES**

HILARIA R. GARCIA, as Trustee for THE  
GARCIA FAMILY TRUST,

Plaintiff,

vs.

CONNIE CARRANZA GARCIA, an individual,  
HILARIA R. GARCIA, an individual, SAL  
GARCIA, also known as SALVADOR GARCIA,  
an individual, believed to be deceased, and the  
testate and intestate successors of Sal Garcia, and  
all persons claiming by, through, or under such  
decedent, ANGELA R. GARCIA, an individual,  
believed to be deceased, and the testate and  
intestate successors of Angela R. Garcia, and all  
persons claiming by, through, or under such  
decedent, ANGELA R. GARCIA, as guardian of  
the estate of Roy Garcia, ROBERT GARCIA, also  
known as ROBERT R. GARCIA, an individual,  
RUDY GARCIA, also known as RUDOLPH R.  
GARCIA, an individual, ROY GARCIA, also  
known as ROY R. GARCIA, an individual,  
JENNIE PEREZ, an individual, and all persons  
unknown claiming any legal or equitable right,  
title, estate, lien, or interest in the property  
described in the complaint adverse to plaintiff's  
title, or any cloud on plaintiff's title thereto,  
DOES 1 through 100, inclusive,

Defendants.

CASE NO. LC100448

COMPLAINT TO QUIET TITLE

[CCP Sec.760.020, et seq.]

1 Plaintiff alleges as follows:

- 2 1. Plaintiff HILARIA R. GARCIA is the trustee of THE GARCIA FAMILY TRUST. At all  
3 times herein mentioned, THE GARCIA FAMILY TRUST, was and is a trust duly organized  
4 under the laws of the state of California, and established on or around April 11, 1996.
- 5 2. Plaintiff is informed and believes and thereon alleges that defendant SAL GARCIA, also  
6 known as SALVADOR GARCIA, was at all times herein mentioned an individual residing  
7 in the County of Los Angeles, State of California.
- 8 3. Plaintiff is further informed and believes and thereon alleges that SAL GARCIA is  
9 deceased. Plaintiff does not know the names of decedent's heirs and devisees and therefore  
10 denominates these defendants herein as "the testate and intestate successors of SAL  
11 GARCIA, deceased, and all persons claiming by, through, or under such decedent"  
12 (hereinafter sometimes referred to as "successor defendants"). These successor defendants  
13 and each of them, claim some right, title, estate, lien, or interest in the hereinafter described  
14 property adverse to plaintiff's title; and their claims, and each of them, constitute a cloud on  
15 Plaintiff's title to the property.
- 16 4. Plaintiff is informed and believes and thereon alleges that defendant, CONNIE  
17 CARRANZA GARCIA, is and at all times herein mentioned was an individual residing in  
18 the County of Los Angeles, State of California. Plaintiff is informed and believes and  
19 thereon alleges that this defendant was married to defendant SAL GARCIA at the time of  
20 his death.
- 21 5. Plaintiff is informed and believes and thereon alleges that defendant HILARIA R. GARCIA  
22 is and at all times herein mentioned was an individual residing in the County of Los  
23 Angeles, State of California. Plaintiff is informed and believes and thereon alleges that this  
24 defendant was married to Rudolph R. Garcia, Sr. at the time of his death.
- 25 6. Plaintiff is informed and believes and thereon alleges that defendant, ANGELA R.  
26 GARCIA was an individual residing in the County of Sacramento, State of California,  
27 during some of the times mentioned herein, and was appointed the guardian of the estate of  
28

- 1 ROY GARCIA, then a minor, by the Superior Court of the County of Sacramento, State of  
2 California.
- 3 7. Plaintiff is informed and believes and thereon alleges that defendant ANGELA R.  
4 GARCIA, is deceased. Plaintiff is informed and believes and thereon alleges that at the  
5 time of her death, this defendant resided in the County of Placer, State of California.  
6 Plaintiff does not know the names of decedent's heirs and devisees and therefore  
7 denominates these defendants herein as "the testate and intestate successors of ANGELA R.  
8 GARCIA, deceased, and all persons claiming by, through, or under such decedent"  
9 (hereinafter sometimes referred to as "successor defendants"). These successor defendants  
10 and each of them, claim some right, title, estate, lien, or interest in the hereinafter described  
11 property adverse to plaintiff's title; and their claims, and each of them, constitute a cloud on  
12 Plaintiff's title to the property. Plaintiff is informed and believes and thereon alleges that  
13 this defendant was married to Jose Garcia, also known as Joseph Garcia, at the time of his  
14 death.
- 15 8. Plaintiff is informed and believes and thereon alleges that defendant ROBERT GARCIA,  
16 also known as ROBERT R. GARCIA, is and at all times herein mentioned was an  
17 individual residing in the County of Los Angeles, State of California. Plaintiff is informed  
18 and believes and thereon alleges that this defendant was the son of Jose Garcia, also known  
19 as Joseph Garcia, and defendant ANGELA R. GARCIA.
- 20 9. Plaintiff is informed and believes and thereon alleges that defendant RUDY GARCIA, also  
21 known as RUDOLPHO R. GARCIA, is and at all times herein mentioned was an individual  
22 residing in the County of Los Angeles, State of California. Plaintiff is informed and  
23 believes and thereon alleges that this defendant was the son of Jose Garcia, also known as  
24 Joseph Garcia, and defendant ANGELA R. GARCIA.
- 25 10. Plaintiff is informed and believes and thereon alleges that defendant ROY GARCIA, also  
26 known as ROY R. GARCIA, is and at all times herein mentioned was an individual  
27 residing in the County of Los Angeles, State of California. Plaintiff is informed and  
28

1 believes and thereon alleges that this defendant was the son of Jose Garcia, also known as  
2 Joseph Garcia, and defendant ANGELA R. GARCIA.

3 11. Plaintiff is informed and believes and thereon alleges that defendant JENNIE PEREZ is and  
4 at all times herein mentioned was an individual residing in the County of Los Angeles, State  
5 of California. Plaintiff is informed and believes and thereon alleges that this defendant was  
6 the daughter of Jose Garcia, also known as Joseph Garcia, and defendant ANGELA R.  
7 GARCIA.

8 12. The defendants herein named as "all persons unknown claiming any legal or equitable right,  
9 title, estate, lien, or interest in the property described in the complaint adverse to Plaintiff's  
10 title, or any cloud on Plaintiff's title thereto" (hereinafter sometimes referred to as  
11 "unknown defendants") are unknown to Plaintiff. These unknown defendants, and each of  
12 them, claim some right, title, estate, lien, or interest in the hereinafter described property  
13 adverse to Plaintiff's title; and their claims, and each of them, constitute a cloud on  
14 Plaintiff's title to the property.

15 13. Plaintiff is ignorant of the true names and capacities of defendants sued herein as DOES 1  
16 through 100, inclusive, and therefore sues these defendants by such fictitious names.  
17 Plaintiff will amend this complaint to allege their true names and capacities when  
18 ascertained. Plaintiff is informed and believes and thereon alleges that each of these  
19 fictitiously named defendants claim some right, title, estate, lien or interest in the hereinafter  
20 described property adverse to Plaintiff's title and their claims, and each of them, constitute a  
21 cloud on Plaintiff's title to the property.

22 14. Plaintiff is the sole owner of the fee simple title to certain commercial real property located  
23 at 561-563 San Fernando Mission Boulevard, in the city of San Fernando, county of Los  
24 Angeles, state of California ("the Property"), more particularly described as follows:  
25 Lots 39 and 40, Block 55 of the Porter Land and Water Company's resurvey of the  
26 Town of San Fernando, in the City of San Fernando, County of Los Angeles, State  
27 of California, as per map recorded in Book 34 Pages 65 and 66 of Miscellaneous  
28

1 records, in the office of the County Recorder of Los Angeles County.

2 15. The basis of Plaintiff's title is that certain deed from Rudolph R. Garcia to Rudy R. Garcia  
3 Sr. and Hilaria R. Garcia, trustees or the successors in trust, under THE GARCIA FAMILY  
4 TRUST, dated April 11, 1996 and recorded in Los Angeles County on April 22, 1996 as  
5 instrument no. 96-629284.

6 16. Plaintiff was seised and possessed of the above described property within five years of the  
7 commencement of this action.

8 17. Plaintiff is informed and believes that title to the Property has been conveyed in the  
9 following manner:

10 a. On or around July 12, 1939, Carmen T. Garcia obtained title to the Property.

11 b. In 1962, co-executors of the Last Will of Carmen T. Garcia, deceased, were ordered  
12 to distribute the property to: Jose Garcia, Daniel Garcia, Rudolfo Garcia, and  
13 Salvador Garcia, share and share alike. The Order was recorded in Los Angeles  
14 County on January 23, 1962, as Instrument no. 4361.

15 c. As to the 1/4 portion of the property allotted to Jose Garcia, also known as Joseph  
16 Garcia: in 1964, the Superior Court of Sacramento County decreed that the property,  
17 as part of the separate property of the estate of Joseph R. Garcia, deceased, be  
18 distributed as follows: to ANGELA R. GARCIA, a 1/12 share in the property; as to  
19 ROBERT GARCIA, a 1/24 share in the property; as to JENNIE PEREZ, a 1/24  
20 share in the property; as to ANGELA R. GARCIA, as guardian of the estate of  
21 RUDY GARCIA, then a minor, a 1/24 share in the property; and, as to ANGELA R.  
22 GARCIA, as guardian of the estate of ROY GARCIA, then a minor, a 1/24 share in  
23 the property. The decree was recorded in Los Angeles County on March 19, 1964, as  
24 Instrument no. 4301.

25 d. In 1965, Angela Guerrero, formerly ANGELA GARCIA, guardian of the person and  
26 estate of RUDY GARCIA, conveyed an undivided 1/24 interest in the property to  
27 RUDY GARCIA. The Grant Deed was recorded in Los Angeles County on  
28



- 1 December 1, 1965, as Instrument no. 3989.
- 2 e. In 1976, the Superior Court of Sacramento County ordered Angela Durand, formerly
- 3 ANGELA GARCIA, to convey an undivided 1/24 interest in the property to ROY
- 4 GARCIA. The Order was recorded in Los Angeles County on December 8, 1976, as
- 5 Instrument no. 3021.
- 6 f. In 1993, JENNIE PEREZ, as executor of the estate of ANGELA R. GARCIA
- 7 conveyed the interest held by the estate in the property to JENNIE PEREZ. The
- 8 executor's deed was recorded in Los Angeles County on April 28, 1993 as
- 9 Instrument no. 93-790049.
- 10 g. In 1993, ROY R. GARCIA, ROBERT R. GARCIA, RUDOLPH R. GARCIA, and
- 11 JENNIE PEREZ, granted to Rudolfo Garcia an undivided 1/4 interest in the
- 12 property. The Quitclaim Deed was recorded in Los Angeles County on August 26,
- 13 1993, as Instrument no. 93-1670568.
- 14 h. As to the 1/4 portion of the property allotted to Daniel Garcia: Daniel Garcia granted
- 15 to Rudolfo Garcia an undivided 1/4 interest in the property. The Quitclaim Deed
- 16 was recorded in Los Angeles County on March 23, 1993 as Instrument no. 93-
- 17 543053.
- 18 i. As to the 1/4 portion of the property allotted to Salvador Garcia, also known as SAL
- 19 GARCIA: Sal Garcia died in 1992. Plaintiff has no information or belief regarding
- 20 the administration or distribution of the estate of the deceased.
- 21 j. In 1995, CONNIE CARRANZA GARCIA, widow of SAL GARCIA, conveyed to
- 22 Rudolfo Garcia an undivided 1/4 interest in the property. The Quitclaim Deed was
- 23 recorded in Los Angeles County on June 20, 1995 as Instrument no. 95-975925.
- 24 k. In 2001, HILARIA R. GARCIA conveyed her interest in the property to the Garcia
- 25 Family Trust. The Quitclaim Deed was recorded in Los Angeles County on
- 26 December 20, 2001 as Instrument no. 01-2434852.
- 27 18. Plaintiff is informed and believes and thereon alleges that defendants, and each of them,
- 28

- 1 claim an interest adverse to Plaintiff in the above described property in the capacities set  
2 forth above, including but not limited to, as heirs, devisees, and successors of SAL  
3 GARCIA, Jose Garcia, also known as Joseph Garcia, and ANGELA R. GARCIA.
- 4 19. Plaintiff seeks to quiet title against the claims of defendants as follows: the claims of  
5 defendants described in paragraphs 2, 4, 5; 6, and 8 through 11; the claims of successor  
6 defendants described in paragraphs 3 and 7; the claims of all unknown defendants described  
7 in paragraph 12; whether or not the claim or cloud is known to Plaintiff; and any unknown,  
8 uncertain, or contingent claim, if any. The claims of defendants are without any right  
9 whatever and such defendants have no right, title, estate, lien, or interest whatever in the  
10 above described property or any part thereof.
- 11 20. The claims of the defendants, and each of them, are unknown, uncertain, or contingent.
- 12 21. Plaintiff seeks to quiet title as of April 22, 1996, the date the deed from Rudolph R. Garcia  
13 to Rudy R. Garcia Sr. and Hilaria R. Garcia, trustees under THE GARCIA FAMILY  
14 TRUST, recorded as instrument no. 96-629284.

15 WHEREFORE, Plaintiff prays as follows:

- 16 1. For a judgment that Plaintiff is the owner in fee simple of the property and that defendants  
17 have no interest in the property adverse to Plaintiff;
- 18 2. For costs of suit incurred herein; and
- 19 3. For such other and further relief as the court may deem just and proper.

20 DATED: June 10, 2013. LAW OFFICES OF TAMILA C. JENSEN, APC

21  
22 By: 

23 TAMILA C. JENSEN  
24 Attorney for Plaintiff  
25 THE GARCIA FAMILY TRUST  
26  
27  
28

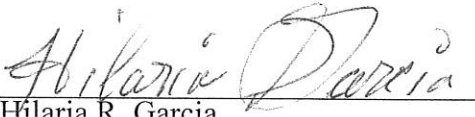
VERIFICATION

I, Hilaria R. Garcia, declare as follows:

I am the successor trustee under the Garcia Family Trust dated April 11, 1996. I am authorized to make this verification on its behalf. I have read the foregoing complaint and know the contents thereof. The same is true of my own knowledge, except as to those matters which are therein stated on information and belief, and as to those matters, I believe them to be true.

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

Executed this 6 Day of 4, 2013 at Granada Hills, California.

  
Hilaria R. Garcia