

Hillview Cleaners SCR  
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11  
12 **CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD**  
13  
14 **SAN FRANCISCO BAY REGION**  
15

16 In the matter of Frank L. Burrell, III, as  
17 Trustee of the Frank L. Burrell 1937 Trust,

18 **COMMENTS ON REGIONAL BOARD'S**  
19 **TENTATIVE ORDER RE: ADOPTION OF**  
20 **SITE CLEANUP REQUIREMENTS**

21 In re: Tentative Order—Site Cleanup  
22 Requirements for Sang Lee, Eugene  
23 Zambetti, Estate of Julia Zambetti,  
24 Estate of Peter Zambetti, and Frank L.  
25 Burrell issued November 16, 2017,  
26 pursuant to California Water Code  
27 § 13304 and § 13267

28 Site: Hillview Cleaners, 14440 Big  
Basin Way, Saratoga

Regional Board File No.: 43S0558

21 **INTRODUCTION**

22 Frank L. Burrell, III, as Trustee of the Frank L. Burrell 1937 Trust (“Burrell”) hereby  
23 provides his comments on the Tentative Order—Site Cleanup Requirements (“Tentative Order”)  
24 issued by the San Francisco Bay Regional Water Quality Control Board (“Regional Board”) on  
25 November 16, 2017. If adopted, the Tentative Order would establish cleanup requirements for the  
26 contamination at and emanating from a former dry cleaning business, Hillview Cleaners, located at  
27 14440 Big Basin Way, Saratoga, California 95070 (“Site”) pursuant to California Water Code  
28 § 13304 and § 13267. Burrell provides the following information in support of his objection to and  
comments on the Tentative Order.



1           **1. Name and address of the commenter.**

2           Frank L. Burrell, III, as Trustee of  
3           the Frank L. Burrell 1937 Trust  
4           c/o Swenson & Associates  
5           581 Division Street  
6           Campbell, CA 95008

7           Burrell may be contacted through his counsel:

8           John R. Till  
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14           **2. The Regional Board action at issue.**

15          Burrell requests that the Regional Board review and rescind its November 16, 2017, Tentative  
16          Order, which would establish cleanup requirements for the Hillview Cleaners Site, which are  
17          inconsistent with the Regional Board's practice, guidance, and facts at the Site.<sup>1</sup>

18           **3. The date the Regional Board acted.**

19          The Regional Board issued its Tentative Order to Burrell, among others, on November 17,  
20          2017. By letter dated December 8, 2017, the Regional Board extended the due date for submittal  
21          of comments regarding the Tentative Order to January 3, 2018.<sup>2</sup>

22           **4. Reasons the Regional Board's action was inappropriate or improper.**

23          As discussed in part 7, below, the Regional Board's Tentative Order is both inappropriate  
24          and improper because:

25          (1) Cost recovery, liability, abatement of, and insurance coverage for the contamination at  
26          the Site is currently being litigated in two actions, *Frank L. Burrell, III, as Trustee of the Frank L.*  
27          *Burrell 1937 Trust v. Sang Bae Lee, et al.*, Case No. 104-CV-020433, and *Fireman's Fund Ins. Co.*  
28          *v. Frank L. Burrell, III, as Trustee of the Frank L. Burrell 1937 Trust*, Case No. 16CV295446,  
pending in the Superior Court of the State of California, County of Santa Clara. The parties to those

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<sup>1</sup> The Regional Board's November 16, 2017 Tentative Order—Site Cleanup Requirements is attached as Exhibit A.

<sup>2</sup> The Regional Board's December 8, 2017 letter is attached as Exhibit B.



1 actions have negotiated a settlement in principle that will resolve both actions and will facilitate the  
2 funding and implementation of the approved Remedial Action Plan ("RAP") for the Site. The  
3 various settlement documents are very close to being completed and executed, and Petitioner  
4 believes that the settlement is the best hope for a cleanup and regulatory closure of the Site. The  
5 Regional Board's Tentative Order, with its threat of administrative civil penalties against the parties  
6 to that action, adds another layer of complexity to those settlement negotiations and, in the end,  
7 hinders rather than helps those negotiations;

8 (2) The Tentative Order is inconsistent with the approved RAP;

9 (3) The Tentative Order is vague and ambiguous;

10 (4) The Tentative Order fails to cite sufficient evidence;

11 (5) The Tentative Order precludes or undercuts the potential for a low-threat closure;

12 (6) The Tentative Order fails to acknowledge Petitioner's efforts to get the Site cleaned up;

13 (7) The Site History section of the Tentative Order is seriously incomplete and inaccurate;

14 (8) The Tentative Order fails to discuss the history of releases at Hillview Cleaners; and

15 (9) A deed restriction is not necessary at this time.

16 **5. The manner in which Burrell is aggrieved.**

17 Burrell is aggrieved by the Regional Board's finding that he is a "discharger" at the Site, the  
18 Regional Board's stated intent to refer this matter to its enforcement unit to potentially pursue an  
19 enforcement action, and its threat to impose administrative civil liability on Burrell under Water  
20 Code § 13268 or § 13350. As well as further set forth below.

21 **6. The action by the Regional Board which Burrell requests.**

22 Burrell requests that the Regional Board:

23 (1) Set aside and not adopt its Tentative Order; and

24 (2) Set aside and withdraw its finding that Burrell is a discharger at the Site; or

25 (3) In the alternative, postpone issuance or finalization of the Tentative Order for 180 days  
26 pending finalization of the settlement, court approval, and funding. If the parties are unable to  
27 finalize their settlement and make progress toward obtaining court approval and funding within 180  
28 days, then Burrell would not object to the Regional Board's adoption of a *revised* Site Cleanup





1 Order that takes account of the concerns addressed herein.

2 **7. Points and authorities in support of legal arguments raised herein.**

3 ***A. The Tentative Order is delaying Site cleanup.***

4 After more than two decades of investigations by the various parties and ongoing litigation,  
5 the owner of the Saratoga Village Shopping Center, Frank L. Burrell, III, as Trustee of the Frank  
6 L. Burrell 1937 Trust (“Burrell”), is disappointed that the issue of contamination has dragged on so  
7 long. Still, much progress toward Site investigation and Site cleanup has been made recently. The  
8 current dry cleaner operators (the Lees), the former dry cleaner operators (the Zambettis), and the  
9 current property owner (Burrell) completed investigation of the Site and submitted a proposed  
10 Remedial Action Plan (“RAP”) to the Regional Board on December 18, 2015. The Regional Board  
11 spent eight months thoroughly reviewing the proposed RAP and, on August 24, 2016, approved the  
12 RAP. Since then, the parties have worked diligently to do what they promised the Regional Board  
13 they would do.<sup>3</sup> With the assistance of mediator Timothy Gallagher and countless in-person and  
14 telephonic mediations, the parties negotiated a settlement in principle that will resolve the  
15 underlying litigations and will facilitate the funding and implementation of the approved RAP. The  
16 various settlement documents are very close to being completed and executed. Importantly, this  
17 settlement would provide funds from insurance assets of the dry cleaners and property owner to  
18 implement the RAP, rather than defaulting to the property owner that did not handle or discharge  
19 contamination and has already suffered substantial damages as a result of the release to the  
20 environment from the dry cleaning operations. As the tentative order does not trigger insurance  
21 liability and adds complication to the settlement negotiations, its adoption is likely to compound  
22 the damage to the property owner Burrell.

23 Despite the settlement documents not being completed, Burrell has started to install sub-slab  
24 depressurization (“SSD”) systems at the Site. At the Mint Leaf property, the access agreement and  
25 scope of work were provided to the property owners on May 16, 2017, though the owners of this  
26 property have not yet allowed access to their property to install the SSD system at their property.

27  
28 <sup>3</sup> The cover letter submitted with the proposed RAP is attached as Exhibit C.



1 At the Wells Fargo property, after months of extensive access issues, discussions and consulting  
2 with counsel, environmental consultants, and managers, installation of an SSD system has started  
3 and Burrell has consulted with Wells Fargo regarding HVAC carbon filter replacement frequency  
4 and provided filters for Wells Fargo's use. The same is true of the Saratoga Village Shopping  
5 Center—installation of SSD system has started.

6 However, with the Regional Board's November 16, 2017 issuance of its Tentative Order, the  
7 focus of the parties' time and effort has needed to move away from finalizing and executing their  
8 settlement documents, installing SSD systems at the Site, and implementing the approved RAP.  
9 Instead, the parties have needed to shift their attention to the Water Board's Tentative Order, to  
10 identify problems with it, attempt to forestall its adoption by the Water Board, and attempt to have  
11 the Water Board withdraw it or at least revise it, for the reasons discussed below.

12 ***B. The Tentative Order is inconsistent with the approved RAP.***

13 The schedule and deadlines set forth in the Tentative Order are inconsistent with the intent  
14 and transmittal letter provided with the approved RAP that was intended to "support the Parties'  
15 ongoing mediation efforts to fund the approved remedial actions."

16 ***C. The Tentative Order is vague and ambiguous.***

17 The Tentative Order is also vague and ambiguous on several key facts. For example, it is  
18 unclear from the Tentative Order which buildings and locations of contamination the Water Board  
19 is concerned about, and which are alleged to be a source of a continuing discharge.

20 The Tentative Order is also vague and ambiguous regarding its determination that the  
21 conditions at the Site constitute a public nuisance, especially given the downward trend in the levels  
22 of contamination in the soil and groundwater at the Site, the fact that no one is currently using the  
23 groundwater, and the fact that it is peripheral to the recharge area. In fact, as discussed in the  
24 Tentative Order, the recharge area is more than 1.75 miles from the end of the plume, and more  
25 than a mile from the nearest well, though the Tentative Order does not state which well and does  
26 not state the exact location of the well, or how the contamination could reasonably be anticipated  
27 to impact those wells.

28 The Tentative Order is also vague with respect to its statement, "Indoor air sampling shows



1 PCE at concentrations greater than the environmental screening level in the three buildings  
2 immediately to the northeast of the Site.” See Tentative Order at ¶ 6. The Tentative Order,  
3 however, fails to specify which buildings it is referring to. We are aware of only two buildings (the  
4 Wells Fargo and Mint Leaf outbuilding) where indoor air screening levels have been exceeded, and  
5 as the Regional Board is aware, these buildings are in the process of being protected by SSD  
6 systems approved as part of the RAP.

7 The Tentative Order is also vague as to its basis for a Water Code § 13304 order against  
8 Burrell. Specifically, it fails to show how Burrell discharged waste into water of the state, permitted  
9 waste to be discharged, and caused a condition of pollution or nuisance. See Tentative Order at  
10 ¶ 16. It provides no casual connection to the contamination and provides no facts to support such  
11 allegations.

12 The Tentative Order is also vague as to why its issuance is necessary, urgent, or appropriate  
13 at this time. After more than two decades with very little regulatory urgency at the Site (which has  
14 prejudiced Burrell), the Water Board has approved the RAP for the Site and the parties have  
15 negotiated a settlement in principle that, once finalized, will provide for the funding and  
16 implementation of the RAP. This is exactly what the mediator and the parties explained to the  
17 Regional Board would be the process when the RAP was submitted by the parties. Under these  
18 circumstances, Burrell would submit that it is not necessary, urgent, or appropriate for the Regional  
19 Board to adopt or approve its Tentative Order at this time. In fact, as demonstrated by the approved  
20 RAP and the Tentative Order, the contamination is already trending down both on and off Site.

21 ***D. The Tentative Order fails to cite sufficient evidence.***

22 The factual findings in the Tentative Order that are unsupported by adequate evidence. The  
23 Tentative Order does not contain, attach, enclose, or cite to evidence to support its findings of fact.

24 ***E. The Tentative Order fails to cite sufficient legal authority.***

25 There are also legal statements in the Tentative Order that ought to be, but are not, supported  
26 by citation to legal authority. For instance, and by way of example only, the Tentative Order states,  
27 “It is the policy of the State of California that every human being has the right to safe, clean,  
28 affordable, and assessable water adequate for human consumption, cooking, and sanitary



1 purposes.” See Tentative Order at ¶ 19. But the Tentative Order fails to cite any legal authority or  
2 other legal basis for this statement, and fails to show how “[t]his order promotes that policy by  
3 requiring dischargers to meet maximum contaminant levels designed to protect human health and  
4 ensure that water is safe for domestic use.”

5 ***F. The Tentative Order undercuts the potential for a low-threat closure.***

6 The Tentative Order also precludes or, at least, undercuts the potential for the Site to qualify  
7 for a low-threat closure in a variety of ways, which is inconsistent with other Water Board actions,  
8 policies, and management strategies for other chlorinated solvent release sites within its jurisdiction  
9 and other sites in the vicinity of the Site at issue in the Tentative Order. In particular, the Tentative  
10 Order is contradictory to Resolution No. 92-49 and the Assessment Tool for Closure of Low-Threat  
11 Chlorinated Solvent Sites, and current Water Board oversight of other chlorinated solvent release  
12 sites that allude to low-threat strategies such as the 13267 work plan requirement issued on  
13 November 13, 2017, to 1831 Tarob Court, Milpitas, attached as a recent example of Water Board  
14 site management policy.<sup>4</sup>

15 The Tentative Order sets groundwater, surface water, and soil cleanup levels at drinking  
16 water standards or leaching to groundwater standards and states “[p]roposals for final closure shall  
17 demonstrate that cleanup levels have been met.” This absolute requirement to meet drinking water  
18 standards and related guidance prior to obtaining regulatory closure is contrary to Water Board  
19 policies and guidance, including Resolution No. 92-49 and the Assessment Tool for Closure of  
20 Low-Threat Chlorinated Solvent Sites, which recognize that it is often technically and/or  
21 economically infeasible to attain low pollutant concentrations in groundwater, and provide a path  
22 to closure when chlorinated solvent sites pose little threat to human and ecological health and  
23 provide a pathway to closure for similar chlorinated sites where drinking water standards are not  
24 met. It is also inconsistent with the goal of using risk based cleanup standard which will provide  
25 closure and allow the cleanup process to occur in a reasonable time period. See *In re Walker*, State  
26 Water Resources Control Board, Order WQ 98-04 UST, at p. 12 (allowing site to be closed within  
27

28 <sup>4</sup> The work plan requirement for 1831 Tarob Court, Milpitas is attached as Exhibit D.



1 “the significant period of time that it will take for water quality in this limited area to meet all Basin  
2 Plan objectives”) (Aug. 26, 1998). Further, the Tentative Order states that background levels  
3 cannot be met at the Site.

4 The Tentative Order also does not discuss that low-threat closures have been awarded to both  
5 the Former Chevron gas station #97398 at 20472 Saratoga-Los Gatos Road and the Mobil/BP gas  
6 station at 14395 Big Basin Way, which have caused groundwater contamination that is commingled  
7 with the Hillview plume. The low-threat regulatory closures awarded to these sites both involve  
8 groundwater and/or soil contamination that exceed drinking water based standards and/or guidance  
9 levels. This is clearly a problem with the mandatory cleanup levels placed on the parties subject to  
10 the Tentative Order as it would appear to require these parties to address sources from other  
11 properties and other contaminants not associated with the alleged Hillview discharges.

12 Furthermore, the Tentative Order requires that drinking water standards be met for  
13 chlorinated solvents in “all wells identified in the attached Self-Monitoring Program” despite the  
14 fact that many of these wells were installed for Chevron or Mobil/BP monitoring networks and are  
15 impacted with comingled contamination from those sites that have been provided low-threat  
16 closure. This sets out problems of selective enforcement, or taking/or inverse condemnation issues,  
17 and due process problems in the Tentative Order.

18 Also, soil cleanup standards for the Site are based on leaching to groundwater ESLs that must  
19 be met prior to the Site being provided regulatory closure. However, the ESLs assume that a  
20 drinking water aquifer exists within 3-meters of the contamination and do not account for  
21 conditions in the vicinity of the Site where the shallow aquifer is not serving as drinking water  
22 supply purposes now or for the foreseeable future.

23 Moreover, the Site Hydrogeology summary in the Tentative Order, *see* ¶ 5, describes the Site  
24 as within the Santa Clara sub-basin where there is a “groundwater recharge area for the deep  
25 regional groundwater aquifer” but does not discuss that the Site exists within a portion of the Santa  
26 Clara sub-basin, the Saratoga Upland, that lies several miles west of the groundwater cascade and  
27  
28



1 where groundwater “moves laterally in a perched manner.”<sup>5</sup> This simplification of the  
2 hydrogeology at the Site negatively influences evaluation of the likelihood of and timeframe for  
3 actual beneficial use of the affected water resources and its groundwater recharge function, which  
4 is a criteria for low-threat closure. Further, this simplification of the current use of the groundwater  
5 causes the Tentative Order to fail to demonstrate how the alleged contamination could cause an  
6 impact to drinking water wells, all more than two miles from the end of the plume.

7 Also, surface water drinking water standards for the Saratoga Creek presented in the  
8 Tentative Order are based on groundwater recharge scenarios. This appears to reflect the no-  
9 significant-threat determination in the exposure pathway scening evaluation and associated  
10 Saratoga Creek human health risk screen provided by Mr. Ralph Perona, DABT, provided in the  
11 approved RAP. However, as demonstrated in the approved RAP, contamination has been observed  
12 in the creek when groundwater is discharging to the creek at low-water conditions, and not when  
13 the creek is running high during the wet season. Therefore, when there are impacts to the creek,  
14 groundwater is draining into the creek, the creek is not recharging groundwater, and the impacts do  
15 not extend down-stream to the recharge area. In fact, data collected in worst-case conditions  
16 observed during the recent four-year drought when the surface water contribution to the creek was  
17 at a historical low and therefore minimized dilution of groundwater migrating onto the creek bed  
18 with surface runoff demonstrate that drinking water standards have been met immediately  
19 downstream of the Saratoga Sunnyvale Road overpass even then.

20 Additionally, as noted in the Site Hydrogeology section of the Tentative Order, *see* ¶ 5, the  
21 Saratoga Creek is not understood to provide recharge for the deep regional groundwater aquifer  
22 until it emerges from the Saratoga Upland several miles downstream. Hydrologically, the Santa  
23 Clara Valley Water District releases water intended for groundwater recharge approximately 1.75  
24 miles downstream of the Site. Therefore, the creek does not present a groundwater recharge threat  
25 in the vicinity of the Site or to the Santa Clara Valley Water Districts’ water supply wells.

26 And, finally, the Tentative Order fails to note that concentrations throughout the groundwater  
27

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28 <sup>5</sup> DWR Bulletin 118.



1 plume are decreasing, as demonstrated in the approved RAP. This is also a criteria for low-threat  
2 closure. Once the RAP has been fully implemented as approved, this Site will be ready for a no-  
3 further-action determination under the low-threat closure process—like the other sites in the  
4 vicinity of the Burrell property and the Santa Clara Valley groundwater basin, and as approved in  
5 the RAP.

6 ***G. The Tentative Order fails to acknowledge Burrell's efforts to cleanup the Site.***

7 The Tentative Order names Burrell “as a discharger because he is the current owner of the  
8 property on which there is an ongoing discharge of pollutants, he has knowledge of the discharge  
9 or the activities that caused the discharge, and he has the legal ability to control the discharge.” See  
10 Tentative Order at ¶ 3. The implication is that Burrell knew at the time that the Zambettis and the  
11 Lees were releasing PCE into the environment at Hillview Cleaners, but did nothing about it. There  
12 is no evidence of this. There is no evidence that Burrell failed to act to prevent the alleged  
13 discharges or failed to act to have the responsible parties investigate and remediate the Site. On  
14 the contrary, Burrell has invested considerable time, energy, and expense to investigate the Site and  
15 pursue litigation against the actual dischargers and polluters to forge a path forward toward eventual  
16 Site closure. This is highlighted by the RAP approval which determines that the Site has been  
17 investigated and is ready for remedial action which is exactly what the parties are currently working  
18 on in the settlement process and what Burrell is working on with installation of the SSD systems.  
19 The Tentative Order is a distraction, is unnecessary, and is preventing the Regional Board from  
20 focusing its limited resources on the many other sites at which no one is investigating or cleaning-  
21 up contamination.

22 Moreover, Water Code § 13304 only authorizes the Regional Board to issue a cleanup or  
23 abatement order to “A person who has discharged or discharges waste into waters of this state. . . .”  
24 There is no evidence that Burrell is a person who has discharged or who discharges waste into the  
25 water of this state. As demonstrated in the approved RAP and based on the Regional Board’s  
26 approval of the RAP, the investigation of the Site has been completed. There is no further  
27 application of Water Code § 13267 which would allow the Regional Board to further investigate  
28 the quality of the waters of the state. Wat. Code § 13267(a). Instead, the Tentative Order must



1 provide evidence that demonstrates that Burrell is actually a discharger. There is no such evidence  
2 demonstrating that Burrell is a discharger.

3 ***H. The Site History section of the Tentative Order is incomplete and inaccurate.***

4 Some of the Site History set forth in the Tentative Order, *see* ¶ 2, is incomplete and incorrect  
5 with respect to the Zambettis' operations, Eugene Zambetti's liability, the Lees' operations, and  
6 Burrell's ownership history of the two Burrell trusts. For example, the Tentative Order notes that  
7 "Eugene Zambetti . . . worked at Hillview and participated in operating Hillview from September  
8 1982 until the sale of the dry cleaner business in April 1983." This is correct—as far as it goes, but  
9 it does not go far enough. As discussed below, Eugene Zambetti also owned and operated Hillview  
10 Cleaners with his mother, Julia Zambetti.

11 Eugene and Julia Zambetti entered into a written lease with Bank of America, the then trustee  
12 and landlord of the property, beginning February 1, 1976, to lease and operate Hillview Cleaners  
13 at the Property, and in January 1981, a five-year lease extension was also signed by Eugene and  
14 Julia Zambetti (the lease and lease extension are collectively referred to herein as the "1976  
15 Lease").<sup>6</sup> Thus, as early as February 1976, Eugene Zambetti was acting as a tenant at the Site and  
16 operating Hillview Cleaners, including through execution of the 1976 Lease to do so as a co-tenant  
17 with his mother, making himself contractually bound for potential liabilities resulting from the dry-  
18 cleaning business at Hillview Cleaners, including liability for contamination. Of note, the 1976  
19 Lease and its extensions required Eugene and Julia Zambetti to comply with all requirements of  
20 municipal, state and federal authorities, including by necessity, toxics and pollution regulations,  
21 and to not create a nuisance or to commit waste.<sup>7</sup> The terms of the 1976 Lease identified Eugene  
22 Zambetti as a party to the lease and he signed the lease for himself, not on anyone else's behalf.<sup>8</sup>  
23 Therefore, he is personally liable under the lease and the owner and tenant.<sup>9</sup>

24 <sup>6</sup> The 1976 Lease is attached as Exhibit E.

25 <sup>7</sup> See Exhibit E, 1976 Lease, at p. 20.

26 <sup>8</sup> See Exhibit E, 1976 Lease, at pp. 1, 18.

27 <sup>9</sup> Eugene Zambetti also ran for the City Council of the City of Saratoga in 1978, and in his Candidate's  
28 Campaign Statement, that he filed in the City Clerk's office, he admitted to owning Hillview Cleaners: "As  
a resident of Saratoga for 20 years and owner of Hillview Cleaners, I have been, and will continue to be,  
dedicated to the preservation of Saratoga's heritage through personal involvement in local government and  
community affairs." The City Council of the City of Saratoga, Resolution No. 846, *A Resolution Canvassing*





1 In March 1983, the Lees purchased Hillview Cleaners from Eugene and Julia Zambetti.<sup>10</sup> As  
2 part of the purchase of Hillview Cleaners, all of the terms and conditions of the 1976 Lease were  
3 assigned to, and accepted by, the Lees, who have owned and operated Hillview Cleaners since that  
4 time. The assignment did not release the Zambettis from the responsibilities or liabilities under the  
5 1976 Lease.<sup>11</sup> On or about March 29, 1983, Bank of America, as the acting landlord, signed a  
6 consent of assignment allowing the Zambettis' assignment of the 1976 Lease to the Lees.<sup>12</sup> That  
7 assignment specifically states that "the assignment is subject to all of the terms, covenants, and  
8 conditions in said Lease and subsequent extensions thereof contained, and with the specific  
9 understanding that this consent is not a consent to any future assignment of said lease or subsequent  
10 extensions thereof and that the original lessees (to wit, the forgoing Assignors) are not released  
11 from any liability under said lease or extensions thereof by reason of said assignment."<sup>13</sup> Thus, both  
12 Eugene and Julia Zambetti remained responsible for liability, including the disposal, handling,  
13 storage, use, and release of hazardous substances, hazardous materials, solid waste, pollutants, and  
14 waste, under the extensions of their lease until at least January 24, 1992 (the then-existing end term  
15 for the lease) and based on local, state, and federal laws. Eugene Zambetti's contractual obligations  
16 alone establish the basis for naming him as a responsible party, but there is further evidence  
17 contradicting his claims that he did not own or operate Hillview Cleaners.

18 For example, in *Burrell v. Lee*, in which Eugene Zambetti is a named defendant, he filed a  
19 Cross-Complaint on October 6, 2004.<sup>14</sup> In that Cross-Complaint, "Zambetti" is defined as Eugene  
20 Zambetti and Julia Zambetti.<sup>15</sup> Eugene Zambetti admits in his Cross-Complaint that Julia Zambetti  
21 and her late husband, Peter Zambetti, "did business as Hillview Cleaners . . . between about 1955

22 \_\_\_\_\_  
23 *the Vote Held March 7, 1978*, including Eugene Zambetti's Candidate Campaign Statement at p.  
COS0015156, is attached as Exhibit F.

24 <sup>10</sup> Documents related to the sale of Hillview Cleaners by the Zambettis to the Lees further  
demonstrating Eugene's ownership of Hillview Cleaners is attached as Exhibit F-2.

25 <sup>11</sup> The Consent of Assignment, signed by Eugene Zambetti, is attached as Exhibit G.

26 <sup>12</sup> See Exhibit G, Consent of Assignment.

27 <sup>13</sup> See Exhibit G, Consent of Assignment.

28 <sup>14</sup> The Cross-Complaint is attached as Exhibit H.

<sup>15</sup> See Exhibit H, Cross-Complaint, at p. 1.



1 and 1976.”<sup>16</sup> Eugene Zambetti also admits in his Cross-Complaint that, as detailed above, he and  
2 his mother entered a written lease effective February 1, 1976, “and continued to operate Hillview  
3 Cleaners on the Property through about April 1983”<sup>17</sup> and that in April 1983 the Lees purchased  
4 Hillview Cleaners from the Zambettis, and “[t]he Zambettis also assigned their rights under the  
5 lease . . . to Lee.”<sup>18</sup> All of these admissions clearly establish that Eugene Zambetti operated  
6 Hillview Cleaners at least beginning in 1976 when he entered into the lease agreement as a co-  
7 tenant with his mother. There is no differentiation in the Cross-Complaint as to Eugene’s role being  
8 any different from his mother’s role, because he was running the business with her. And the lease  
9 documents discussed above, in combination with the admissions in the Cross-Complaint, clearly  
10 establish Eugene’s operation of Hillview Cleaners. Thus, he is a responsible party in the Regional  
11 Board matter.

12 Further still, Eugene and Julia Zambetti’s discovery responses in *Burrell v. Lee* also establish  
13 that Eugene was an owner and operator of Hillview Cleaners. On September 7, 2004, Eugene  
14 Zambetti served Responses to Plaintiff’s Form Interrogatories, Set One (“Eugene’s 2004  
15 Responses”).<sup>19</sup> Eugene signed the responses under penalty of perjury.<sup>20</sup> Among his responses,  
16 Eugene admitted that he “became the co-owner of the cleaners when [his] father retired.”<sup>21</sup> Thus,  
17 he admitted that he became an owner, not just an operator of the business, and that it occurred when  
18 his father retired, not when his father passed away. This likely corresponds to the allegations in the  
19 Cross-Complaint, discussed above, that Peter Zambetti operated the business until 1976. Thus, in  
20 1976, Peter retired and Eugene began acting as an owner and operator along with his mother, well  
21 before Eugene’s claim that he only had limited duties until September 1982 when his father became  
22 ill. The same conclusion is also supported by Julia Zambetti’s September 7, 2004 Responses to  
23

24 <sup>16</sup> See Exhibit H, Cross-Complaint, at ¶ 7.

25 <sup>17</sup> See Exhibit H, Cross-Complaint, at ¶ 8.

26 <sup>18</sup> See Exhibit H, Cross-Complaint, at ¶ 9.

27 <sup>19</sup> Eugene’s 2004 Responses are attached as Exhibit I.

28 <sup>20</sup> See Exhibit I, Eugene’s 2004 Responses, at p. 12 (verification form).

<sup>21</sup> See Exhibit I, Eugene’s 2004 Responses, at p. 4 (response to Interrogatory No. 2.11).



1 Plaintiff's Form Interrogatories, Set One ("Julia's 2004 Responses"),<sup>22</sup> also served in the *Burrell v.*  
2 *Lee* matter. Julia admitted in Julia's 2004 Responses that she "owned the Hillview Dry cleaners  
3 with [her] son, Eugene Zambetti" from 1978 to 1983.<sup>23</sup> Furthermore, Eugene signed the  
4 verification form for Julia's 2004 Responses, on his mother's behalf, again under penalty of  
5 perjury.<sup>24</sup> Thus, not only are Julia's 2004 Responses an admission by Julia Zambetti (now  
6 deceased), Eugene also attested under penalty of perjury to the validity of those responses.

7 Therefore, the evidence discussed above, as well as other evidence presented in *Burrell v.*  
8 *Lee*, establishes that Eugene Zambetti owned and operated Hillview Cleaners, and therefore should  
9 be identified as an owner and operator of Hillview Cleaners in the Regional Board's Tentative  
10 Order. It should be noted that this evidence demonstrates the significant resources and efforts  
11 Burrell has devoted to have the Site investigated and remediated.

12 ***I. The Tentative Order fails to discuss the history of releases at Hillview Cleaners.***

13 The Tentative Order is also oddly silent as to the history of known or suspected releases of  
14 PCE at the Hillview Cleaners Site. There is, for example, evidence of releases of PCE at Hillview  
15 Cleaners while the Zambettis and Lees operated Hillview Cleaners. Based upon the deposition  
16 testimony of Eugene Zambetti,<sup>25</sup> there were at least two spills of PCE during the early 1970s.<sup>26</sup> The  
17 first incident occurred when someone attempted to burglarize Hillview Cleaners. The assailant  
18 stacked barrels of PCE that were located outside at the back of the cleaners, attempted to climb  
19 them, and turned over a barrel, which spilled PCE.<sup>27</sup> The second incident occurred when someone  
20 dislodged a hose from a truck (believed to be MBL, R.R. Street, or Goss-Jewett) delivering PCE  
21 through the hose to the dry-cleaning machine inside Hillview Cleaners. The nozzle fell out of the  
22 machine and released or discharged PCE at the Property.<sup>28</sup> These spills occurred prior to

23 \_\_\_\_\_  
24 <sup>22</sup> Julia's 2004 Responses are attached as Exhibit J.

25 <sup>23</sup> See Exhibit J, Julia's 2004 Responses, at p. 4 (response to Interrogatory No. 2.11).

26 <sup>24</sup> See Exhibit J, Julia's 2004 Responses, at p. 13 (verification form).

27 <sup>25</sup> Excerpts from the deposition testimony of Eugene Zambetti are attached as Exhibit K.

28 <sup>26</sup> See Exhibit K, Deposition Testimony of Eugene Zambetti, at 53:14-57:19, 58:5-59:10.

<sup>27</sup> See Exhibit K, Deposition Testimony of Eugene Zambetti, at 53:14-57:19, 58:5-59:10.

<sup>28</sup> See Exhibit K, Deposition Testimony of Eugene Zambetti, at 53:14-57:19, 58:5-59:10.



1 installation of protective floor sealants or metal floor coverings, which was not done until the Lees  
2 began operating Hillview Cleaners. It is further believed, based on the numerous environmental  
3 investigations at this Site (including reports available on GeoTracker), that spills also occurred in  
4 the vicinity of the dry-cleaning equipment and in the back area during the Zambettis' tenancy.

5 Furthermore, according to a March 17, 2004 report by SOMA Environmental Engineering,  
6 Inc., Mr. Lee's environmental consultant at the time, Mr. Lee witnessed spills and leaks of PCE at  
7 Hillview Cleaners prior to purchasing the business from Julia and Eugene Zambetti.<sup>29</sup> These  
8 releases of PCE at Hillview Cleaners occurred during the early 1980s, while Eugene and Julia  
9 Zambetti were operating the business as discussed above. These spills also occurred in the vicinity  
10 of the dry-cleaning equipment and in the back area.<sup>30</sup> These releases and the continuing migration  
11 of the pollution in the environment and the resulting property damage occurred during the time  
12 period that Eugene Zambetti owned and operated Hillview Cleaners and was a lessee at the  
13 Property.

14 Additionally, there is evidence of waterproofing activities performed by hand at Hillview  
15 Cleaners, which may be a source of releases of PCE. Peter N. Zambetti (Julia's son and Eugene's  
16 brother) had his deposition taken on October 17, 2014.<sup>31</sup> In that deposition, Peter N. Zambetti  
17 testified about the waterproofing activities performed during the Zambettis' ownership and  
18 operation of Hillview Cleaners, using a small cabinet and two 5-gallon ceramic crocks that held the  
19 waterproofing chemicals, which he believes included PCE.<sup>32</sup>

20 Burrell would submit that the Tentative Order ought to include a more thorough discussion  
21 of the Site History and the history of releases at the Site, particularly with respect to the basis for  
22 the Lees' liability and the Zambettis' liability. Again, Burrell has not sat back; once it gathered  
23 enough information about the possible cause of the contamination, it brought the underlying  
24 litigation to have the investigation and remediation completed by the responsible parties.

25 <sup>29</sup> See SOMA Report, at p. 2 — "Soil and Groundwater Investigation" dated March 17, 2004,  
26 available in the Site Documents section for this matter on GeoTracker.

27 <sup>30</sup> See SOMA Report, at p. 2 (Mr. Lee reported observing leaks from the dry-cleaning equipment).

28 <sup>31</sup> Excerpts from the deposition testimony of Peter N. Zambetti are attached as Exhibit L.

<sup>32</sup> See Exhibit L, Deposition Testimony of Peter N. Zambetti, at 60:1–61:3, 90:5–91:16.



1                   **J. A deed restriction is not necessary at this time.**

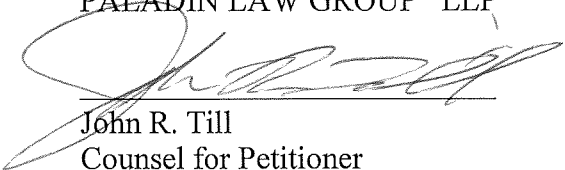
2           Finally, the deed restriction proposed in the Tentative Order is premature and already  
3 addressed in the approved RAP as an “institutional control.” The Tentative Order does not identify  
4 anyone as using the groundwater, and there is no residential location at the Burrell property. There  
5 has been no notice of change of use. The Tentative Order is also in conflict with the approved RAP  
6 by requiring a Deed Restriction to “prohibit sensitive uses of the Site such as residences and daycare  
7 centers” while the approved RAP states “mitigation measures may be implemented where sensitive  
8 uses of buildings, such as medical facilities or day care facilities are contemplated.” Therefore,  
9 there is no current exposure risk at the Burrell property and no need for a deed restriction. Further,  
10 as the Regional Board knows, there are several potential buyers of the Burrell property who are  
11 looking to redevelop the property into a mixed use property. Those redevelopment efforts have  
12 discussed installing underground parking, retail/commercial on the ground floor, and residential  
13 units above the retail/commercial units. The deed restriction being proposed by the Regional Board  
14 is an unnecessary overreach which could drastically impact the value of the property and appears  
15 to be either a taking or inverse condemnation of the property.

16           Burrell is the current property owner and has already been harmed by the Hillview Cleaners’  
17 discharge of PCE. The Tentative Order only places another burden on the party who has no  
18 equitable responsibility for the contamination. The Tentative Order seeks to punish the Burrell  
19 Trust for being a stand-up community member and for doing the right thing at significant expense,  
20 time, and effort.

21           Respectfully submitted,

22           DATED: January 3, 2018

PALADIN LAW GROUP® LLP

23  
24             
25           John R. Till  
26           Counsel for Petitioner  
27           Frank L. Burrell, III, as Trustee of  
28           the Frank L. Burrell 1937 Trust



1 Enclosures:

- 2 Exhibit A: Regional Board's Tentative Order-Site Cleanup Requirements, 11/16/17  
3 Exhibit B: Regional Board's letter, 12/8/17  
4 Exhibit C: Cover letter for proposed RAP, 12/18/15  
5 Exhibit D: Work plan for 1831 Tarob Court, Milpitas, 11/13/17  
6 Exhibit E: 1976 Lease, 2/1/76 –  
7 Exhibit F: Saratoga City Council, Resolution No. 846, 3/7/78  
8 Exhibit F-2: Documents related to the sale of Hillview Cleaners by the Zambettis to the Lees  
9 Exhibit G: Consent of Assignment, 3/29/83  
10 Exhibit H: Cross-Complaint, 10/6/04  
11 Exhibit I: Eugene Zambetti's 2004 Responses, 9/7/04  
12 Exhibit J: Julia Zambetti's 2004 Responses, 9/7/04  
13 Exhibit K: Eugene Zambetti's deposition testimony (excerpts), 3/8/11  
14 Exhibit L: Peter N. Zambetti's deposition testimony (excerpts), 10/17/14  
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# EXHIBIT A

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**San Francisco Bay Regional Water Quality Control Board**

November 16, 2017  
File No. 43S0558 (dib)

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c/o Jeff Hawkins  
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Frank L. Burrell, III, as Trustee of the  
Frank L. Burrell 1937 Trust  
c/o John Till  
Paladin Law Group LLP  
1176 Boulevard Way  
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jtill@paladinlaw.com

SUBJECT: Transmittal of Tentative Order –Site Cleanup Requirements for Sang Lee, Suk Lee, Eugene Zambetti, Estate of Julia Zambetti, Estate of Peter Zambetti, Frank L. Burrell, for Hillview Cleaners Site, 14440 Big Basin Way, Saratoga, Santa Clara County

Dear Mr. Lee, Ms. Lee, Mr. Zambetti, and Mr. Burrell:

Attached is a Tentative Order (Site Cleanup Requirements) for the subject site. The Tentative Order sets cleanup levels, approves the dischargers' proposed remedial action plan, and sets a schedule for its implementation.

This matter will be considered by the Regional Water Board during its regular meeting on January 10, 2018. The meeting will start at 9:00 am and will be held in the first floor auditorium of the Elihu Harris Building, 1515 Clay Street, Oakland, California. Any written comments by you or interested persons must be submitted to the Regional Water Board offices by December 8, 2017. Written comments submitted after this date will not be considered by the Regional Water Board.



Pursuant to section 2050(c) of Title 23 of the California Code of Regulations, any party that challenges the Regional Water Board's action on this matter through a petition to the State Water Board under Water Code section 13320 will be limited to raising only those substantive issues or objections that were raised before the Regional Water Board at the public meeting or in timely submitted written correspondence delivered to the Regional Water Board (see above).

If you have any questions, please contact David Barr of my staff at (510) 622-2313 [e-mail [dbarr@waterboards.ca.gov](mailto:dbarr@waterboards.ca.gov)].

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen Hill", is enclosed in a rectangular box. The signature is fluid and cursive.

Bruce H. Wolfe  
Executive Officer

Digitally signed by Stephen Hill  
Date: 2017.11.16 15:01:01  
-08'00'

Attachment: Tentative Order  
cc w/attachment:

Frank Burrell  
Burrell Trust  
[flburrell@aol.com](mailto:flburrell@aol.com)

Susan Gahry  
PES Environmental, Inc.  
[sgahry@pesenv.com](mailto:sgahry@pesenv.com)

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**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
SAN FRANCISCO BAY REGION**

**TENTATIVE ORDER**

**ADOPTION OF SITE CLEANUP REQUIREMENTS for:**

**SANG LEE, INDIVIDUALLY AND DOING BUSINESS AS HILLVIEW CLEANERS;  
SUK LEE, INDIVIDUALLY AND DOING BUSINESS AS HILLVIEW CLEANERS;  
EUGENE ZAMBETTI, INDIVIDUALLY AND DOING BUSINESS AS HILLVIEW  
CLEANERS;  
ESTATE OF JULIA ZAMBETTI, DECEASED, INDIVIDUALLY AND DOING  
BUSINESS AS HILLVIEW CLEANERS;  
ESTATE OF PETER ZAMBETTI, DECEASED, INDIVIDUALLY AND DOING  
BUSINESS AS HILLVIEW CLEANERS; AND  
FRANK L. BURRELL, TRUSTEE of the FRANK L. BURRELL 1937 TRUST**

for the property located at:

14440 BIG BASIN WAY  
SARATOGA  
SANTA CLARA COUNTY

The California Regional Water Quality Control Board, San Francisco Bay Region (hereinafter Regional Water Board), finds that:

1. **Site Location:** Hillview Cleaners (Hillview) is a dry cleaner facility that occupies a tenant space at the east end of Saratoga Village Center, 14440 Big Basin Way, a 1.38 acre property in the City of Saratoga (Site). The Site is located in Saratoga's commercial district, which occupies both sides of Big Basin Way from Saratoga Los Gatos Road east for about four blocks. The Site is a short distance west of the intersection of Big Basin Way and Saratoga - Los Gatos Road. A residential area is behind the Site to the south. Saratoga Creek is about 650 feet north of the Site.
2. **Site History:** The Saratoga Village Center is a retail/commercial shopping center constructed in the 1950s. The Saratoga Village Center is owned by the Frank L. Burrell 1937 Trust. Hillview has operated at the shopping center from 1955 to the present. Hillview used tetrachloroethene (PCE), a solvent used in dry cleaning, at the Site from 1955 – 2011. Peter and Julia Zambetti operated Hillview Cleaners from 1955 – 1983. Eugene Zambetti, the son of Peter and Julia Zambetti, worked at Hillview and participated in operating Hillview from September 1982 until the sale of the dry cleaner business in April 1983. Sang Lee and Suk Lee have operated Hillview Cleaners from April 1983 to the present.

3. **Named Dischargers:** Frank L Burrell, as trustee of the Frank L. Burrell 1937 Trust, is named as a discharger because he is the current owner of the property on which there is an ongoing discharge of pollutants, he has knowledge of the discharge or the activities that caused the discharge, and he has the legal ability to control the discharge. Peter and Julia Zambetti are named as dischargers because of substantial evidence that they discharged pollutants to soil and groundwater at the Site including the use of PCE during operation of the dry cleaner, the presence of PCE in soil beneath the Site, and the presence of PCE in groundwater at and down-gradient of the Site. Eugene Zambetti is named as a discharger because of substantial evidence that he discharged pollutants to soil and groundwater at the Site including the use of PCE during operation of the dry cleaner, the presence of PCE in soil beneath the Site, and the presence of PCE in groundwater at and down-gradient of the Site. Sang Lee and Suk Lee are named as dischargers because of substantial evidence that they discharged pollutants to soil and groundwater at the Site including the use of PCE during operation of the dry cleaner, the presence of PCE in soil beneath the Site, and the presence of PCE in groundwater at and down-gradient of the Site. The above dischargers are collectively referred to as the “Dischargers.”

If additional information is submitted indicating that other parties caused or permitted any waste to be discharged on the Site where it entered or could have entered waters of the state, the Regional Water Board will consider adding those parties’ names to this order.

4. **Regulatory Status:** This Site is currently not subject to a Regional Water Board order.
5. **Site Hydrogeology:** The Site is located at the eastern edge of the Santa Cruz Mountains at an elevation of about 480 – 490 feet above sea level. The area of the Site is about where the Santa Clara Valley meets the Santa Cruz Mountains. The Site is located in the area the Santa Clara Valley Water District identifies as the Santa Clara Plain sub-basin. The sub-basin is identified as a groundwater recharge area for the deep regional groundwater aquifer underlying the Santa Clara Valley. The Site’s location in the transition area from plain to mountains results in a complex hydrogeology. Three groundwater bearing zones have been identified at the Site. The shallow zone consists of a number of discontinuous perched water bearing zones found at different intervals between about 5 – 21 feet below ground surface. The middle zone is present between about 30 – 60 feet below ground surface. The deep zone begins below about 60 feet below ground surface and has been investigated to a depth of about 95 feet. These zones are inter-connected in some places. Groundwater flows generally north toward Saratoga Creek, which is about 650 feet away.
6. **Remedial Investigation:** A number of investigations have been performed since 1991 to investigate contamination at the Site and downgradient of the Site. The volatile organic compound (VOC) PCE has been detected in soil, groundwater, surface water, soil vapor, and indoor air. PCE is the primary VOC detected. The PCE breakdown products

trichloroethene (TCE), cis-1,2-dichloroethene (cis-1,2-DCE), and vinyl chloride have also been detected in groundwater.

*Soil* Soil samples taken beneath the dry cleaner tenant space show PCE and its breakdown products were found at levels near the commercial land use ESLs in shallow soil (< 3 meters bgs). Soil investigation in this area has been limited by access constraints for drilling equipment. Two deep samples (25 feet bgs and 40.5 feet bgs) in boring EA-1 located in the source area adjacent to the east side of the Site exceeded the ESL. At the 45 foot depth, the sample was taken in soil that is saturated with groundwater and it was not possible to differentiate between PCE adhering to soil particles or PCE dissolved in groundwater.

*Groundwater* A plume of VOC contaminated groundwater originates at the Site and flows north offsite, passes beneath a number of properties and intersects Saratoga Creek about 650 feet away. The eastern edge of the groundwater contaminant plume is along Blaney Plaza and Saratoga Los Gatos Road. The western edge runs from the northwestern side of the Hillview tenant space through the parking lot in front of Saratoga Village Center, across Big Basin Way, and along the west side of the Saratoga Village Center Shopping Center. Most of the contamination is in the middle groundwater zone in the interval between about 35 – 45 feet below ground surface. Very low levels of PCE (less than the drinking water standard) extend as deep as 85 – 95 feet below ground surface. Two areas of elevated PCE concentrations in middle zone groundwater are located beneath the parking lot at the front of the Site and beneath the parking lot on the east side of the Site. PCE concentrations in samples from groundwater wells in these locations have been as high as 41,000 micrograms per liter ( $\mu\text{g/L}$ ). The current maximum groundwater PCE concentration is around 1,000  $\mu\text{g/L}$ . The PCE drinking water standard is 5  $\mu\text{g/L}$ .

*Surface Water* Saratoga Creek intersects the groundwater contaminant plume and low levels of PCE (1  $\mu\text{g/L}$  – 30  $\mu\text{g/L}$ ) have been detected in the Creek. Most PCE detections in the creek have been from 1 – 5  $\mu\text{g/L}$ . Cis-1,2-DCE has also been detected in the creek at levels from 0.5 – 6  $\mu\text{g/L}$ .

*Soil Vapor* A soil vapor plume exists from the Site northward to about Big Basin Way. The soil vapor plume underlies the parking lots in front of and east of the Site and the three buildings immediately northeast of the Site. The current maximum soil vapor concentration level is about 6,000  $\mu\text{g/m}^3$  of PCE, which is greater than the commercial ESL of 2,100  $\mu\text{g/m}^3$ .

*Indoor Air* Indoor air sampling shows PCE at concentrations greater than the environmental screening level in the three buildings immediately to the northeast of the Site. The maximum indoor air PCE concentration detected was 18  $\mu\text{g/m}^3$  in a basement, which is greater than the commercial ESL of 2.1  $\mu\text{g/m}^3$ .

7. **Risk Assessment:**

- a. **Screening Levels:** A screening level evaluation was carried out to evaluate potential environmental concerns related to identified groundwater, soil, soil gas, indoor air, and surface water impacts. Chemicals evaluated in the risk assessment include PCE, TCE, cis-1,2-DCE, and vinyl chloride, the primary chemicals of concern identified at the Site.

As part of the assessment, Site data were compared to Environmental Screening Levels (ESLs) compiled by Regional Water Board staff for commercial land use, the current use of the property. The presence of chemicals at concentrations above the screening levels indicates that additional evaluation of potential threats to human health and the environment is warranted. Screening levels for groundwater address the following environmental concerns: 1) drinking water impacts (toxicity and taste and odor), 2) impacts to indoor air, and 3) migration and impacts to aquatic habitats. Screening levels for soil address: 1) direct exposure, 2) leaching to groundwater and 3) nuisance issues. Screening levels for soil gas address impacts to indoor air. Screening levels for surface water address impacts to the aquatic environment. Chemical-specific screening levels for other human health concerns (i.e., indoor air and direct exposure) are based on a target excess cancer risk of  $1 \times 10^{-6}$  for carcinogens and a target Hazard Quotient of 0.2 for noncarcinogens. Groundwater screening levels for the protection of aquatic habitats are based on promulgated surface water standards (or equivalent). Soil screening levels for potential leaching concerns are intended to prevent impacts to groundwater above target groundwater goals (e.g., drinking water standards). Soil screening levels for nuisance concerns are intended to address potential odor and other aesthetic issues.

- b. **Assessment Results:** Groundwater, soil, soil vapor, indoor air, and surface water samples exceeded the ESLs. The soil vapor and indoor air exceedances are due to volatilization of PCE and breakdown products from contaminated groundwater.

Media / Constituent	Human health - direct	Leaching to ground-water	Indoor air	Aquatic life	Drinking water
<b>Soil:</b>					
PCE		X			
<b>Soil Gas:</b>					
PCE			X		
TCE			X		
<b>Groundwater:</b>					
PCE			X		X
TCE					X
Cis-1,2-DCE					X
<b>Indoor Air:</b>					
PCE			X		

<b>Surface Water:</b>					
PCE					X

\* Note: an "X" indicates that ESL for that particular concern was exceeded

- c. **Conclusion:** The Dischargers should address these screening level exceedances using a combination of remediation and risk management.
8. **Adjacent Sites:** Former Chevron gas station #97398 at 20472 Saratoga-Los Gatos Road is located 200 feet east-southeast from the Site and is cross gradient and slightly upgradient from the Site. The Chevron site has a history of PCE detections in groundwater up to 500 µg/L (e.g., monitoring well CV-RP-5), which is a much lower concentration than those detected at the Site. Based on the available data, PCE was likely released at the Chevron site in the area of a former underground waste oil tank. The northwestern edge of the Chevron PCE groundwater plume commingles with the northeastern edge of the Site PCE groundwater plume. The Chevron site was redeveloped in 1998 and a dry cleaner business, Kerful Cleaners, has operated at the Chevron site since then. The PCE detections in groundwater at the Chevron site predate the redevelopment of the Chevron site. PCE was detected in groundwater at the Chevron site as early as 1996 (e.g., monitoring well CV-RP-5). Santa Clara County Environmental Health issued a closure letter for the Chevron gas station on January 30, 2017. The Regional Water Board plans to send Chevron a site history requirement letter for the former underground waste oil tank.
9. **Interim Remedial Measures:** In 2007 the Dischargers implemented a pilot test of groundwater treatment using in-situ chemical oxidation with modified Fenton's reagent. There were problems with getting the treatment solution into the ground and the solution surfaced through monitoring wells. VOC levels in groundwater declined initially but later rebounded to pre-injection levels.
- In 2012 a pilot test of enhanced in-situ bioremediation (EISB) was performed using emulsified 3-D microemulsion, hydrogen release compound, and a solution containing Dehalococcoides, a bacteria species capable of breaking down PCE to the non-toxic end product ethene. The pilot test results were good and there was significant reduction in PCE levels in groundwater. There has been some rebound of VOC concentrations, however, the reduction in VOC concentrations is still in the range of 83-97% below historic concentrations in the monitoring wells in the treatment area.
10. **Feasibility Study:** The Dischargers' Remedial Action Plan (RAP) dated December 15, 2015, contains a feasibility study that screened nine groundwater treatment technologies and one vapor intrusion mitigation technology. The technologies were evaluated for effectiveness, implementability, and cost.
11. **Remedial Action Plan:** The RAP selects the following technologies: in-situ bioaugmented enhanced reductive dechlorination (ERD) (also known as enhanced in-situ

bioremediation), in-situ chemical reduction (ISCR) using zero valent iron, and subslab depressurization. The RAP includes the following elements:

- Remedial design implementation report to provide detailed design for the RAP elements
- Bioaugmented ERD combined with ISCR in selected areas south of Big Basin Way
- Contingency plan for a re-injection event over approximately 50% of the original injection area if needed based on post-injection monitoring results and performance criteria
- Methane vent pipes in each ERD injection area
- Vapor intrusion mitigation using subslab depressurization or related technologies
- Vapor barriers and passive ventilation for new buildings over the plume (as needed)
- Risk management plan
- Institutional controls
- Monitored natural attenuation for areas north of Big Basin Way
- Groundwater monitoring until regulatory approval for no further monitoring is obtained

The contingency plan in the RAP may be insufficient to reach case closure because additional ERD/ISCR injections may be needed. Therefore this order requires additional re-injections or other measures beyond those proposed in the RAP if post-injection monitoring results show that the current contingency plan is insufficient to reach case closure.

## 12. **Basis for Cleanup Levels**

- a. **General:** State Water Board Resolution No. 68-16, "Statement of Policy with Respect to Maintaining High Quality of Waters in California," applies to this discharge. It requires maintenance of background levels of water quality unless a lesser water quality is consistent with maximum benefit to the people of the State, will not unreasonably affect present and anticipated beneficial uses, and will not result in exceedance of applicable water quality objectives. This order and its requirements are consistent with Resolution No. 68-16.

State Water Board Resolution No. 92-49, "Policies and Procedures for Investigation and Cleanup and Abatement of Discharges Under Water Code Section 13304," applies to this discharge. It directs the Regional Water Boards to set cleanup levels equal to background water quality or the best water quality which is reasonable, if background levels cannot be restored. In this instance, background levels cannot be restored, based on the nature of the contamination, the limitations of available cleanup methods, and the Regional Water Board's experience with many other similarly-impacted sites. The cleanup levels established in this order are consistent with the maximum benefit to the people of the State, will not unreasonably affect present and anticipated beneficial uses of such water, and will not result in exceedance of applicable water quality



objectives. This order and its requirements are consistent with the provisions of Resolution No. 92-49, as amended.

- b. **Beneficial Uses:** The Water Quality Control Plan for the San Francisco Bay Basin (Basin Plan) is the Board's master water quality control planning document. It designates beneficial uses and water quality objectives for waters of the State, including surface waters and groundwater. It also includes programs of implementation to achieve water quality objectives. The Basin Plan was duly adopted by the Water Board and approved by the State Water Resources Control Board, Office of Administrative Law and the U.S. EPA, where required.

Regional Water Board Resolution No. 89-39, "Sources of Drinking Water," defines potential sources of drinking water to include all groundwater in the region, with limited exceptions for areas of high TDS, low yield, or naturally-high contaminant levels. Groundwater underlying and adjacent to the Site qualifies as a potential source of drinking water.

The Basin Plan designates the following potential beneficial uses of groundwater underlying and adjacent to the Site:

- o Municipal and domestic water supply
- o Industrial process water supply
- o Industrial service water supply
- o Agricultural water supply
- o Freshwater replenishment to surface waters

The Santa Clara Valley Water District releases water from the State Water Project into Saratoga Creek about 1.75 miles downstream from the Site so that it can percolate into the creek bed for groundwater recharge. The nearest Santa Clara Valley Water District groundwater extraction well is over a mile away from the Site.

The existing and potential beneficial uses of Saratoga Creek in the vicinity of the Site include:

- o Municipal and domestic supply \*
- o Agricultural supply \*
- o Industrial process water supply \*
- o Industrial service water supply \*
- o Groundwater recharge
- o Water contact and non-contact recreation
- o Wildlife habitat
- o Cold freshwater and warm freshwater habitat
- o Fish migration and spawning
- o Preservation of rare and endangered species



\*based on groundwater recharge

- c. **Basis for Groundwater Cleanup Levels:** The groundwater cleanup levels for the Site are based on applicable water quality objectives and are the more stringent of EPA and California primary maximum contaminant levels (MCLs). Cleanup to this level will protect beneficial uses of groundwater and will result in acceptable residual risk to humans.
  - d. **Basis for Soil Cleanup Levels:** The soil sampling depth beneath the Hillview tenant space was limited by constraints on the equipment that could be used inside the building. Soil cleanup levels are included in this order in the event that additional soil sampling finds areas of elevated PCE in vadose zone soil under the building. The soil cleanup levels for the Site are intended to prevent leaching of contaminants to groundwater and will result in acceptable residual risk to humans.
  - e. **Basis for Soil Gas Cleanup Levels:** The soil gas cleanup levels for the Site are intended to prevent vapor intrusion into occupied buildings and will result in acceptable residual risk to humans.
  - f. **Basis for Indoor Air Cleanup Levels:** The indoor air cleanup levels for the Site are intended to prevent unhealthy levels of VOCs in indoor air as a result of vapor intrusion and will result in acceptable residual risk to humans.
13. **Future Changes to Cleanup Levels:** If new technical information indicates that the established cleanup levels are significantly over-protective or under-protective, the Regional Water Board will consider revising those cleanup levels.
14. **Risk Management:** The Regional Water Board considers the following human health risks to be acceptable at remediation Sites: a cumulative hazard index of 1.0 or less for non-carcinogens and a cumulative excess cancer risk of  $10^{-6}$  to  $10^{-4}$  or less for carcinogens. The screening level evaluation for this Site found contamination-related risks in excess of these acceptable levels. Active remediation will reduce these risks over time. However, risk management measures are needed at this Site during and after active remediation to assure protection of human health. Risk management measures include engineering controls (such as vapor intrusion mitigation) and institutional controls (such as deed restrictions that prohibit certain land uses).

The following risk management measures are needed at this Site:

- a. A deed restriction that notifies future owners of sub-surface contamination, prohibits the use of shallow groundwater beneath the Site as a source of drinking water until cleanup levels are met, and prohibits sensitive uses of the Site such as residences and daycare centers;
- b. Vapor intrusion mitigation; and

- c. Risk management plan for soil.
15. **Reuse or Disposal of Extracted Groundwater:** Regional Water Board Resolution No. 88-160 allows discharges of extracted, treated groundwater from Site cleanups to surface waters only if it has been demonstrated that neither reclamation nor discharge to the sanitary sewer is technically and economically feasible.
  16. **Basis for 13304 Order:** Water Code section 13304 authorizes the Regional Water Board to issue orders requiring a Dischargers to cleanup and abate waste where the Dischargers has caused or permitted waste to be discharged or deposited where it is or probably will be discharged into waters of the State and creates or threatens to create a condition of pollution or nuisance.
  17. **Basis for 13267 Technical Reports:** Water Code section 13267 authorizes the Regional Water Board to require Dischargers to provide technical or monitoring reports. The burden of these reports, including costs, bears a reasonable relationship to the need for the report and the benefits to be obtained from the reports. Specifically, the reports required herein are necessary to ensure the protection of human health and the environment.
  18. **Cost Recovery:** Pursuant to Water Code section 13304, the Dischargers are hereby notified that the Regional Water Board is entitled to, and may seek reimbursement for, all reasonable costs actually incurred by the Regional Water Board to investigate unauthorized discharges of waste and to oversee cleanup of such waste, abatement of the effects thereof, or other remedial action, required by this order.
  19. **California Safe Drinking Water Policy:** It is the policy of the State of California that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes. This order promotes that policy by requiring discharges to meet maximum contaminant levels designed to protect human health and ensure that water is safe for domestic use.
  20. **CEQA:** This action is an order to enforce the laws and regulations administered by the Regional Water Board. As such, this action is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to section 15321 of the Resources Agency Guidelines.
  21. **Notification:** The Regional Water Board has notified the Dischargers and all interested agencies and persons of its intent under Water Code section 13304 to prescribe Site cleanup requirements for the discharge, and has provided them with an opportunity to submit their written comments.
  22. **Public Hearing:** The Regional Water Board, at a public meeting, heard and considered all comments pertaining to this discharge.

**IT IS HEREBY ORDERED**, pursuant to sections 13304 and 13267 of the Water Code, that the Dischargers (or their agents, successors, or assigns) shall clean up and abate the effects described in the above findings as follows:

**A. PROHIBITIONS**

1. The discharge of wastes or hazardous substances in a manner that will degrade water quality or adversely affect beneficial uses of waters of the State is prohibited.
2. Further significant migration of wastes or hazardous substances through subsurface transport to waters of the State is prohibited.
3. Activities associated with the subsurface investigation and cleanup that will cause significant adverse migration of wastes or hazardous substances are prohibited.

**B. REMEDIAL ACTION PLAN AND CLEANUP LEVELS**

1. **Implement Remedial Action Plan:** The Dischargers shall implement the remedial action plan described in Finding 11. Implementation of the RAP also includes development and implementation of vapor intrusion mitigation measures and a risk management plan and implementation.
2. **Groundwater Cleanup Levels:** The following groundwater cleanup levels shall be met in all wells identified in the attached Self-Monitoring Program:

Constituent	Level (ug/l)	Basis
PCE	5	MCL
TCE	5	MCL
Cis-1,2-DCE	6	MCL
Vinyl Chloride	0.5	MCL

MCL = maximum contaminant level

3. **Soil Cleanup Levels:** The following soil cleanup levels shall be met in vadose-zone soils.

Constituent	Level (mg/kg)	Basis
PCE	0.42	Leaching to groundwater
TCE	0.46	Leaching to groundwater
Cis-1,2-DCE	0.19	Leaching to groundwater
Vinyl chloride	0.001	Leaching to groundwater

4. **Soil Gas Cleanup Levels:** The following soil gas cleanup levels shall be met in vadose-zone soils in commercial areas.

Constituent	Level (ug/m <sup>3</sup> )	Basis
PCE	2,100	Human health – vapor intrusion
TCE	3,000	Human health – vapor intrusion
Cis-1,2-DCE	35,000	Human health – vapor intrusion
Vinyl Chloride	160	Human health – vapor intrusion

5. **Indoor Air Cleanup Levels:** The following indoor air cleanup levels shall be met in occupied commercial buildings.

Constituent	Level (ug/m <sup>3</sup> )	Basis
PCE	2.1	Human health – inhalation
TCE	3.0	Human health – inhalation
Cis-1,2-DCE	35	Human health – inhalation
Vinyl Chloride	0.16	Human health – inhalation

### C. TASKS

1. **REMEDIAL DESIGN IMPLEMENTATION REPORT**

COMPLIANCE DATE: February 16, 2018

Submit a technical report acceptable to the Executive Officer containing a remedial design implementation report. The report shall specify a detailed design for all RAP elements in Finding 11.

2. **COMPLETION OF REMEDIAL ACTIONS**

COMPLIANCE DATE: July 31, 2018

Complete tasks in the Task 1 report and submit a technical report acceptable to the Executive Officer documenting their completion. For ongoing actions, such as ERD/ISCR injections and vapor intrusion mitigation, the report shall document start-up as opposed to completion.

3. **WORKPLAN FOR ADDITIONAL RE-INJECTIONS AND/OR EXPANDED REMEDIATION SYSTEM (IF NEEDED)**

COMPLIANCE DATE: 60 days after workplan required by the Executive Officer

Submit a workplan acceptable to the Executive Officer for additional in-situ groundwater treatment that will substantially move the case towards case closure.

The workplan shall describe all significant implementation steps and shall include an implementation schedule. The Executive Officer will require this workplan if post-injection monitoring results show that injections to date are insufficient to reach case closure in a reasonable timeframe.

4. **IMPLEMENTATION OF ADDITIONAL RE-INJECTIONS AND/OR EXPANDED REMEDIATION SYSTEM (IF NEEDED)**

COMPLIANCE DATE: 90 days after Executive Officer approval of the Task 3 workplan

Complete tasks in the Task 3 workplan and submit a technical report acceptable to the Executive Officer documenting their completion. For ongoing actions, such as ERD/ISCR injections, the report shall document system start-up as opposed to completion.

5. **OPERATION AND MAINTENANCE PLAN FOR ALL VAPOR INTRUSION MITIGATION ELEMENTS OF THE RAP**

COMPLIANCE DATE: June 29, 2018

Submit a technical report acceptable to the Executive Officer containing an operation and maintenance plan for all vapor intrusion mitigation elements of the RAP. The plan shall consider the guidelines in the Regional Water Board's October 2014 Interim Framework for Assessment of Vapor Intrusion at TCE-Contaminated Sites in the San Francisco Bay Region.

6. **RISK MANAGEMENT PLAN**

COMPLIANCE DATE: April 6, 2018

Submit a technical report acceptable to the Executive Officer containing a risk management plan for demolition, soil excavation, and disposal activities during future Site redevelopments.

7. **PROPOSED DEED RESTRICTION**

COMPLIANCE DATE: March 1, 2018

Submit a proposed deed restriction acceptable to the Executive Officer whose goal is to limit onSite occupants' exposure to Site contaminants to acceptable levels. The proposed deed restriction shall prohibit the use of groundwater beneath the Site as a source of drinking water until cleanup levels are met, and prohibit sensitive uses of the Site such as residences and daycare centers. The proposed deed restriction shall incorporate by reference the risk management

plan. The proposed deed restriction shall name the Regional Water Board as a beneficiary and shall anticipate that the Regional Water Board will be a signatory. Frank L. Burrell as trustee of the Frank L. Burrell 1937 Trust shall be responsible for this task.

**8. RECORDATION OF DEED RESTRICTION**

COMPLIANCE DATE: 60 days after Executive Officer approval of the proposed deed restriction

Record the approved deed restriction and submit a technical report acceptable to the Executive Officer documenting that the deed restriction has been duly signed by all parties and has been recorded with the appropriate County Recorder. The report shall include a copy of the recorded deed restriction. Frank L. Burrell as trustee of the Frank L. Burrell 1937 Trust shall be responsible for this task.

**9. FIVE-YEAR STATUS REPORT**

COMPLIANCE DATE: January 31, 2023, and every five years thereafter

Submit a technical report acceptable to the Executive Officer evaluating the effectiveness of the approved remedial action plan. The report shall include:

- a. Summary of effectiveness in controlling contaminant migration and protecting human health and the environment
- b. Comparison of contaminant concentration trends with cleanup levels
- c. Comparison of anticipated versus actual costs of cleanup activities
- d. Performance data (e.g., groundwater volume extracted, chemical mass removed, mass removed per million gallons extracted)
- e. Cost effectiveness data (e.g., cost per pound of contaminant removed)
- f. Summary of additional investigations (including results) and significant modifications to remediation systems
- g. Additional remedial actions proposed to meet cleanup levels (if applicable) including time schedule

If cleanup levels have not been met and are not projected to be met within a reasonable time, the report shall assess the technical practicability of meeting cleanup levels and may propose an alternative cleanup strategy.

**10. PROPOSED CURTAILMENT**

COMPLIANCE DATE: 60 days prior to proposed curtailment

Submit a technical report acceptable to the Executive Officer containing a proposal to curtail remediation. Curtailment includes system closure (e.g., well closure), system suspension (e.g., cease extraction but wells retained), and significant system modification (e.g., major reduction in extraction rates, closure of individual extraction wells within extraction network). The report shall include the rationale for curtailment. Proposals for final closure shall demonstrate that cleanup levels have been met, contaminant concentrations are stable, and contaminant migration potential is minimal.

**11. IMPLEMENTATION OF CURTAILMENT**

COMPLIANCE DATE: 60 days after Executive Officer approval of proposed curtailment

Implement the approved curtailment and submit a technical report acceptable to the Executive Officer documenting completion of the tasks identified in the proposed curtailment report.

**12. EVALUATION OF NEW HEALTH CRITERIA**

COMPLIANCE DATE: 90 days after evaluation report required by Executive Officer

Submit a technical report acceptable to the Executive Officer evaluating the effect on the approved remedial action plan of revising one or more cleanup levels in response to revision of drinking water standards, maximum contaminant levels, or other health-based criteria.

**13. EVALUATION OF NEW TECHNICAL INFORMATION**

COMPLIANCE DATE: 90 days after evaluation report required by Executive Officer

Submit a technical report acceptable to the Executive Officer evaluating new technical information which bears on the approved remedial action plan and cleanup levels for this Site. In the case of a new cleanup technology, the report should evaluate the technology using the same criteria used in the feasibility study. Such technical reports shall not be required unless the Executive Officer determines that the new information is reasonably likely to warrant a revision in the approved remedial action plan or cleanup levels.



14. **Delayed Compliance:** If the Dischargers are delayed, interrupted, or prevented from meeting one or more of the completion dates specified for the above tasks, the Dischargers shall promptly notify the Executive Officer, and the Regional Water Board may consider revision to this order.

#### D. PROVISIONS

1. **No Nuisance:** The storage, handling, treatment, or disposal of polluted soil or groundwater shall not create a nuisance as defined in Water Code section 13050, subdivision (m).
2. **Good O&M:** The Dischargers shall maintain in good working order and operate as efficiently as possible any facility or control system installed to achieve compliance with the requirements of this order.
3. **Cost Recovery:** The Dischargers shall be liable, pursuant to Water Code section 13304, to the Regional Water Board for all reasonable costs actually incurred by the Regional Water Board to investigate unauthorized discharges of waste and to oversee cleanup of such waste, abatement of the effects thereof, or other remedial action, required by this order. If the Site addressed by this order is enrolled in a State Water Board-managed reimbursement program, reimbursement shall be made pursuant to this order and according to the procedures established in that program. Any disputes raised by the Dischargers over reimbursement amounts or methods used in that program shall be consistent with the dispute resolution procedures for that program.
4. **Access to Site and Records:** In accordance with Water Code section 13267, subdivision (c), the Dischargers shall permit the Regional Water Board or its authorized representative:
  - a. Entry upon premises in which any pollution source exists, or may potentially exist, or in which any required records are kept, which are relevant to this order.
  - b. Access to copy any records required to be kept under the requirements of this order.
  - c. Inspection of any monitoring or remediation facilities installed in response to this order.
  - d. Sampling of any groundwater or soil that is accessible, or may become accessible, as part of any investigation or remedial action program undertaken by the Dischargers.

5. **Self-Monitoring Program:** The Dischargers shall comply with the Self-Monitoring Program as attached to this order and as may be amended by the Executive Officer.
6. **Contractor / Consultant Qualifications:** All technical documents shall be signed by and stamped with the seal of a California registered geologist, a California certified engineering geologist, or a California registered civil engineer.
7. **Lab Qualifications:** All samples shall be analyzed by State-certified laboratories or laboratories accepted by the Regional Water Board using approved U.S. EPA methods for the type of analysis to be performed. Quality assurance/quality control (QA/QC) records shall be maintained for Regional Water Board review. This provision does not apply to analyses that can only reasonably be performed onSite (e.g., temperature).
8. **Document Distribution:** An electronic version of all correspondence, technical reports, and other documents pertaining to compliance with this order shall be provided to the Regional Water Board and to the Santa Clara Valley Water District. The Executive Officer may modify this distribution list as needed.

Electronic copies of all correspondence, technical reports, and other documents pertaining to compliance with this order shall be uploaded to the State Water Board's GeoTracker database within five business days after submittal to the Regional Water Board. Guidance for electronic information submittal is available at:

[http://www.waterboards.ca.gov/water\\_issues/programs/ust/electronic\\_submittal](http://www.waterboards.ca.gov/water_issues/programs/ust/electronic_submittal)

9. **Reporting of Changed Owner or Operator:** The Dischargers shall file a technical report on any changes in contact information, Site occupancy or ownership associated with the property described in this order.
10. **Reporting of Hazardous Substance Release:** If any hazardous substance is discharged in or on any waters of the State, or discharged or deposited where it is, or probably will be, discharged in or on any waters of the State, the Dischargers shall report such discharge to the Regional Water Board by calling (510) 622-2369.

A written report shall be filed with the Regional Water Board within five working days. The report shall describe: the nature of the hazardous substance, estimated quantity involved, duration of incident, cause of release, estimated size of affected area, nature of effect, corrective actions taken or planned, schedule of corrective actions planned, and persons/agencies notified.

This reporting is in addition to reporting to the California Emergency Management Agency required pursuant to the Health and Safety Code.

11. **Periodic SCR Review:** The Regional Water Board will review this order periodically and may revise it when necessary.

I, Bruce H. Wolfe, Executive Officer, do hereby certify that the foregoing is a full, true, and correct copy of an Order adopted by the California Regional Water Quality Control Board, San Francisco Bay Region, on *Month Day, Year*.

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Bruce H. Wolfe  
Executive Officer

**Compliance Notice:** Failure to comply with the requirements of this order may subject you to enforcement action, including but not limited to imposition of administrative civil liability under Water Code sections 13268 or 13350, or referral to the Attorney General for injunctive relief or civil or criminal liability.

Attachments: Site Map  
Self-Monitoring Program

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
SAN FRANCISCO BAY REGION**

**SELF-MONITORING PROGRAM for:**

**SANG LEE, INDIVIDUALLY AND DOING BUSINESS AS HILLVIEW CLEANERS;  
SUK LEE, INDIVIDUALLY AND DOING BUSINESS AS HILLVIEW CLEANERS;  
EUGENE ZAMBETTI, INDIVIDUALLY AND DOING BUSINESS AS HILLVIEW  
CLEANERS;  
ESTATE OF JULIA ZAMBETTI, DECEASED, INDIVIDUALLY AND DOING  
BUSINESS AS HILLVIEW CLEANERS;  
ESTATE OF PETER ZAMBETTI, DECEASED, INDIVIDUALLY AND DOING  
BUSINESS AS HILLVIEW CLEANERS; AND  
FRANK L. BURRELL, TRUSTEE of the FRANK L. BURRELL 1937 TRUST**

for the property located at

14440 BIG BASIN WAY  
SARATOGA  
SANTA CLARA COUNTY

1. **Authority and Purpose:** The Regional Water Board requires the technical reports identified in this Self-Monitoring Program pursuant to Water Code sections 13267 and 13304. This Self-Monitoring Program is intended to document compliance with Regional Water Board Order No. XX-XXX (Site cleanup requirements).
2. **Monitoring:** The Dischargers shall measure groundwater elevations semi-annually in all monitoring wells, and shall collect and analyze representative samples of groundwater according to the following table:

Well Identification	Location	Approximate Screen Interval	Sampling Frequency	Analyses
Shallow Zone				
HV1	Inside Hillview Cleaners	4 to 19	A	8260
MW-3	Crossgradient	25 to 35	None	
SGI-MW-8	Every 2 Years	20 to 30	Every 2 Years	8260
Middle Zone				

BP-MW-3	Former BP Service Station	7 to 45	A	8260
BP-EX-4	Former BP Service Station	19 to 39	None	
SGI-MW-12	North Side of Big Basin Way	20 to 45	Every 2 Years	8260
SGI-MW-13	West of Former BP Service Station	20 to 45	None	
SGI-MW-14	West of Former BP Service Station	20 to 45	None	
SGI-MW-15	West of Former BP Service Station	20 to 45	None	
SGI-MW-16	East of Former BP Service Station	20 to 45	None	
BP-E-3	Former BP Service Station	20 to 35	None	
MW-4	Downgradient	25 to 35	None	
CV-RP-7	Sidewalk near Starbucks	32 to 54	Every 2 Years	8260
MW-2	Northeast Side	30 to 50	Semi-Annually	8260
BP-E-4	Former BP Service Station	30 to 45	Semi-Annually	8260
CV-DR-4	Dental Property	30 to 50	Every 2 Years	8260
CV-DR-2	Upgradient	33 to 53	Semi-Annually	8260
CV-DR-3	East of CV-DR-2	30 to 50	Annually	8260
MW-17	Northeast Side	34 to 44	Semi-Annually	8260 Bio-parameters
MW-1	Immediately Downgradient	35 to 55	Annually	8260
CV-RP5	Upgradient	35 to 60	Semi-Annually	8260

INJ-01A	Immediately Downgradient	38 to 48	Semi-Annually	8260 Bio-parameters
INJ-05A	Immediately Downgradient	38 to 48	None	
INJ-06A	Crossgradient	38 to 48	None	
SGI-MW-9	Immediately Downgradient	41 to 51	Semi-Annually	8260
MW-6	Crossgradient	45 to 55	None	
MW-7	Downgradient	45 to 65	Every 2 Years	8260
BP-DW-1	Former BP Station	48 to 58	Semi-Annually	8260
MW-18	Northeast Side	48.5 to 53.5	Semi-Annually	8260 Bio-parameters
New Well	Near SGI-MW-12 but deeper	50 to 60	SemiAnnually	8260
INJ-01B	Immediately Downgradient	52 to 62	Semi-Annually	8260 Bio-parameters
INJ-05B	Immediately Downgradient	52 to 62	Semi-Annually	8260
INJ-06B	Immediately Downgradient	52 to 62	Semi-Annually	8260
CV-MW-2A	Former Chevron Property		Annually	8260
Deep Zone				
BP-DW-2	Former BP Service Station	61 to 66	Every 2 Years	8260
BP-DW-3	Former BP Service Station	56 to 61	Every 2 Years	8260
BP-DW-4	Former BP Service Station	85 to 95	Every 2 Years	8260
SGI-MW-10	Immediately Downgradient	73 to 83	Annually	8260

Saratoga Creek Surface Water Sampling Locations				
BM-4	Upstream Location West of Bridge	NA	Semi-Annually	8260
BM-2	Just Upstream of Storm Drain Outfall	NA	Semi-Annually	8260
BM-5	Just Downstream of Storm Drain Outfall	NA	Semi-Annually	8260
BM-6	Downstream Location East of Bridge	NA	Semi-Annually	8260

Key: SA = Semi-Annually (January and July)  
A = Annually (July)  
8260 = EPA Method 8260 or equivalent  
Bio-parameters - bioremediation parameters (wells in immediate vicinity of injections) – sulfate, ferrous iron, total organic carbon, methane, ethene

The Dischargers shall sample any new monitoring or extraction wells semi-annually and analyze groundwater samples for the same constituents as shown in the above table. The Dischargers may propose changes in the above table; any proposed changes are subject to Executive Officer approval.

3. **Annual Monitoring Reports:** The Dischargers shall submit annual monitoring reports to the Regional Water Board no later than November 30 of each year. The reports shall include:
  - a. Transmittal Letter: The transmittal letter shall discuss any violations during the reporting period and actions taken or planned to correct the problem. The letter shall be signed by the Dischargers' principal executive officer or his/her duly authorized representative, and shall include a statement by the official, under penalty of perjury, that the report is true and correct to the best of the official's knowledge.
  - b. Groundwater Elevations: Groundwater elevation data shall be presented in tabular form, and a groundwater elevation map shall be prepared for each monitored water-bearing zone. Historical groundwater elevations shall be included in the report each year.
  - c. Groundwater Analyses: Groundwater sampling data shall be presented in tabular form, and an isoconcentration map shall be prepared for one or more key contaminants for each monitored water-bearing zone, as appropriate. The report shall indicate the analytical method used, detection limits obtained for each reported constituent, and a summary of QA/QC data. Historical groundwater

sampling results shall be included in the report each year. The report shall describe any significant increases in contaminant concentrations since the last report, and any measures proposed to address the increases. Supporting data, such as lab data sheets, need not be included (however, see record keeping - below).

- d. **Groundwater Extraction:** If applicable, the report shall include groundwater extraction results in tabular form, for each extraction well and for the Site as a whole, expressed in gallons per minute and total groundwater volume for the quarter. The report shall also include contaminant removal results, from groundwater extraction wells and from other remediation systems (e.g., soil vapor extraction), expressed in units of chemical mass per day and mass for the quarter. Historical mass removal results shall be included in the report each year.
  - e. **Status Report:** The report shall describe relevant work completed during the reporting period (e.g., Site investigation, interim remedial measures) and work planned for the following year.
- 4. **Violation Reports:** If the Dischargers violate requirements in the Site Cleanup Requirements, then the Dischargers shall notify the Regional Water Board office by telephone as soon as practicable once the Dischargers have knowledge of the violation. Regional Water Board staff may, depending on violation severity, require the Dischargers to submit a separate technical report on the violation within five working days of telephone notification.
  - 5. **Other Reports:** The Dischargers shall notify the Regional Water Board in writing prior to any Site activities, such as construction or underground tank removal, which have the potential to cause further migration of contaminants or which would provide new opportunities for Site investigation.
  - 6. **Record Keeping:** The Dischargers or their agent shall retain data generated for the above reports, including lab results and QA/QC data, for a minimum of six years after origination and shall make them available to the Regional Water Board upon request.
  - 7. **SMP Revisions:** Revisions to the Self-Monitoring Program may be ordered by the Executive Officer, either on his/her own initiative or at the request of the Dischargers. Prior to making SMP revisions, the Executive Officer will consider the burden, including costs, of associated self-monitoring reports relative to the benefits to be obtained from these reports.



# EXHIBIT B

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**San Francisco Bay Regional Water Quality Control Board**

December 8, 2017  
File No. 43S0558 (dib)

Sang Lee and Suk Lee  
c/o Jeff Hawkins  
Isola Law  
405 West Pine Street  
Lodi, CA 95240  
jhawkins@isolalaw.com

Eugene Zambetti  
c/o David Wood  
Wood Smith Henning & Berman LLP  
10960 Wilshire Boulevard, 18th Floor  
Los Angeles, CA 90024  
dwood@wshblaw.com

Estate of Peter Zambetti  
Estate of Julia Zambetti  
c/o Mark D. Plevin, and Brendan V. Mullan  
Crowell & Moring LLP  
Three Embarcadero Center, 26th Floor  
San Francisco, California 94111  
mplevin@crowell.com,  
bmullan@crowell.com

Frank L. Burrell, III, as Trustee of the  
Frank L. Burrell 1937 Trust  
c/o John Till  
Paladin Law Group LLP  
1176 Boulevard Way  
Walnut Creek, CA 94595  
jtill@paladinlaw.com

SUBJECT: Approval of Time Extension Request – Tentative Order for Site Cleanup  
Requirements for Sang Lee, Suk Lee, Eugene Zambetti, Estate of Julia Zambetti,  
Estate of Peter Zambetti, Frank L. Burrell, for Hillview Cleaners Site, 14440 Big  
Basin Way, Saratoga, Santa Clara County

Dear Mr. Lee, Ms. Lee, Mr. Zambetti, and Mr. Burrell:

The Regional Water Board has received a request for a time extension for submittal of comments for the Tentative Order that would establish site cleanup requirements for the Hillview Cleaners site. This letter extends the due date for submittal of comments regarding the Tentative Order to January 3, 2018. As a result, consideration of the Tentative Order by the Regional Water Board has been moved from the January to the February meeting.

This matter will be considered by the Regional Water Board during its regular meeting on February 14, 2018. The meeting will start at 9:00 am and will be held in the first floor auditorium of the Elihu Harris Building, 1515 Clay Street, Oakland, California. Any written comments by you or interested persons must be submitted to the Regional Water Board offices by January 3, 2018. Written comments submitted after this date will not be considered by the Regional Water Board.

Pursuant to section 2050(c) of Title 23 of the California Code of Regulations, any party that challenges the Regional Water Board's action on this matter through a petition to the State Water Board under Water Code section 13320 will be limited to raising only those substantive issues or objections that were raised before the Regional Water Board at the public meeting or in timely submitted written correspondence delivered to the Regional Water Board (see above).

If you have any questions, please contact David Barr of my staff at (510) 622-2313 [e-mail [dbarr@waterboards.ca.gov](mailto:dbarr@waterboards.ca.gov)].

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen Hill", with a small "for" written below the signature.

Digitally signed by Stephen Hill  
Date: 2017.12.08 09:04:43  
-08'00'

Bruce H. Wolfe  
Executive Officer

cc: Mailing List

## **Mailing List**

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# EXHIBIT C

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Facsimile (925) 935-8488



San Diego, CA  
Santa Barbara, CA  
Walnut Creek, CA  
Washington, DC

## PALADIN LAW GROUP® LLP

*Generating Attorney:*  
John R. Till, Walnut Creek Office  
jtill@PaladinLaw.com

December 18, 2015

**Via Email Only**

David Barr  
Regional Water Quality Control Board - SF Region (RWQCB)  
1515 Clay Street, Suite 1400  
Oakland, CA 94612

**Re: Remedial Action Plan, Hillview Cleaners Site**  
**14440 Big Basin Way, Saratoga, Santa Clara County**

Dear Mr. Barr:

Enclosed please find a *Remedial Action Plan* ("RAP") for the Hillview Cleaners Site. This document has been prepared during mediation and submitted jointly via counsel for the current (the Lees) and former dry cleaner operators (the Zambettis), and the property owner, the Frank L. Burrell 1937 Trust ("the Burrell Trust") (collectively, the "Parties"). This collaborative effort was undertaken to identify appropriate remedial actions to address San Francisco Bay Regional Water Quality Control Board ("Water Board") concerns, comply with the Requirement for Remedial Action Plan (Water Board, November 18, 2015), and support the Parties' ongoing mediation efforts to fund the approved remedial actions, as there is currently no source of funding to implement this work. The Parties agree that the RAP is a compromise, was developed through mediation, and the terms, positions, statements, or recitations within the RAP are not admissions, admissions of liability, nor is the RAP admissible evidence.

The RAP addresses Water Board requests provided in its *Requirement for Remedial Action Plan, Hillview Cleaners Site*, November 18, 2015. Specifically, the RAP provides a remedial alternative to "provide active treatment for a greater portion of the plume including out to the 50 µg/L and 5 µg/L contours" with "expanded near-creek treatment" and conducts an extensive evaluation process within the Alternative Evaluation and Selection section (Section 6). Included within the alternatives, are performance criteria that would "trigger additional rounds of treatment." Additionally, the remedial alternatives discussed in the document address Water Board requests for:

- Remediation of potential source material beneath the Hillview building;
- Expansion of the source area treatment;
- Treatment of aquifer material below 60 feet; and
- A discussion of issues related to off-site access.

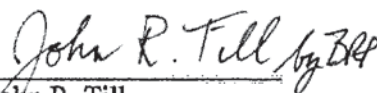
Significant time and effort has been expended to review issues related to contamination in the Saratoga Creek within the RAP, including providing a screening level Human Health Risk Screen by a third party




Diplomate of the American Board of Toxicology. This review and a comprehensive evaluation of data collected near and within the Saratoga Creek are significant elements of the RAP and are provided to address Water Board concerns expressed in verbal and written correspondence. Each remedial alternative is evaluated for effectiveness, implementability, and cost as requested by the Water Board.

We look forward to the Water Board's review of this RAP, which is crucial to negotiations to fund the remedial action and resolve existing legal matters.

Very Truly Yours,

  
John R. Till  
PALADIN LAW GROUP® LLP

  
Brendan V. Mulhan  
CROWELL & MORING LLP

  
Doyle Graham  
ISOLA LAW GROUP, LLP

  
David F. Wood  
WOOD, SMITH, HENNING, & BERMAN LLP

Enclosures:  
RAP

# EXHIBIT D





EDMUND G. BROWN JR.  
GOVERNOR

MATTHEW RODRIGUEZ  
SECRETARY FOR  
ENVIRONMENTAL PROTECTION

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## San Francisco Bay Regional Water Quality Control Board

November 13, 2017  
File No: 43S0267 (KNA)

Geomax  
Attn.: George Quinn  
3460 Edward Avenue  
Santa Clara, CA 95054

SUBJECT: Approval of Site History Report and Requirement for Work Plan – 1831 Tarob Court, Milpitas, Santa Clara County

Dear Mr. Quinn:

This letter responds to the October 9, 2017, "Technical Report on Site History" submitted by Envirocom on behalf of Geomax. As explained below, I approve this report and require you to submit a work plan.

### Background

Regional Water Board records, dating up to 1993, show that concentrations of various chlorinated solvents above the Regional Water Board's Environmental Screening Levels (ESLs) were found on site. In a letter dated September 6, 2017, Regional Water Board staff required a technical report on site history for the subject site. The purpose of the site history report requirement was to inform the Regional Water Board on the operational history as well as any environmental investigation that has occurred since 1993.

### Report Summary

In addition to historical operational and ownership information, the site history report provided documentation of a facility closure process per Title 22 CCR Division 4.5 as certified complete by the Santa Clara County Department of Environmental Health on November 30, 2016. The site closure process included concrete and soil (approximately 5.5 feet below slab) sampling underneath identified areas where hazardous materials or waste was stored or used during the latest tenant's operation. These samples were analyzed for pH, trace metals, hexane extractable material oil and grease, and cyanide. All results were in compliance of ESLs or within accepted regional background concentrations. However, there was no evidence of sampling or analysis for chlorinated solvents post-1993, so this remains a data gap.

### Approval of Report

The submitted Technical Report on Site History successfully addressed the requirements enumerated in the Regional Water Board's September letter. I hereby approve it.

DR. FERRY F. YOUNG, CHAIR | BRUCE H. WOLFE, EXECUTIVE OFFICER

1515 Clay St., Suite 1400, Oakland, CA 94612 | [www.waterboards.ca.gov/sanfranciscobay](http://www.waterboards.ca.gov/sanfranciscobay)

### **Requirement for Work Plan**

Contaminant sources identification and plume delineation are prerequisites for considering case closure, both of which are not adequately characterized by current data for this site. Thus, additional investigation is needed. You are required to submit by **January 12, 2018**, a work plan, to define the vertical and lateral extent of subsurface pollution. The work plan shall consider all relevant contaminants, media (soil, soil gas, and groundwater), exposure pathways, and receptors. It shall be designed so that its implementation shall produce site data needed to assess contamination threat to human health and the environment. The work plan shall specify investigation methods and a proposed time schedule.

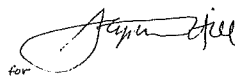
This requirement for a report is made pursuant to Water Code Section 13267, which allows the Regional Water Board to require technical or monitoring program reports from any person who has discharged, discharges, proposes to discharge, or is suspected of discharging waste that could affect water quality. The attachment provides additional information about Section 13267 requirements. Any extension in the above deadline must be confirmed in writing by Regional Water Board staff.

You are required to submit all documents in electronic format to the State Water Resources Control Board's GeoTracker database pursuant to the California Code of Regulations (Title 23, Section 3890 et.seq.). Guidance for electronic information submittal is available at: [http://www.waterboards.ca.gov/water\\_issues/programs/ust/electronic\\_submittal/](http://www.waterboards.ca.gov/water_issues/programs/ust/electronic_submittal/). Please note that this requirement includes all analytical data, monitoring well latitudes, longitudes, elevations, water depth, site maps, and boring logs (PDF format).

For your reference, the Regional Water Board will be relying on its 2009 Assessment Tool for Closure of Low-Threat Chlorinated Solvent Sites during its oversight of this case. Please review the Assessment Tool as it can provide an approximate long-term path forward for your site.

If you have any questions, please contact Kelly Archer of my staff at (510) 622-2355 or [kelly.archer@waterboards.ca.gov](mailto:kelly.archer@waterboards.ca.gov).

Sincerely,



Digitally signed by Stephen Hill  
Date: 2017.11.13 13:08:30  
-08'00'

Bruce H. Wolfe  
Executive Officer

Attachment    Requirements for Submitting Technical Reports under Section 13267 of the Water Code  
cc w/attach:    Mailing List

Mitch Hajiaghai, Envirocom, [mitch@enviro-com.net](mailto:mitch@enviro-com.net)  
Aaron Costa, Santa Clara County Department of Environmental Health  
[aaron.costa@cep.sccgov.org](mailto:aaron.costa@cep.sccgov.org)  
George Cook, Santa Clara Valley Water District, [gcook@valleywater.org](mailto:gcook@valleywater.org)

## San Francisco Bay Regional Water Quality Control Board

### Fact Sheet – Requirements for Submitting Technical Reports Under Section 13267 of the California Water Code

#### What does it mean when the Regional Water Board requires a technical report?

Section 13267<sup>1</sup> of the California Water Code provides that "...the regional board may require that any person who has discharged, discharges, or who is suspected of having discharged or discharging, or who proposes to discharge waste...that could affect the quality of waters...shall furnish, under penalty of perjury, technical or monitoring program reports which the regional board requires."

#### This requirement for a technical report seems to mean that I am guilty of something, or at least responsible for cleaning something up. What if that is not so?

The requirement for a technical report is a tool the Regional Water Board uses to investigate water quality issues or problems. The information provided can be used by the Regional Water Board to clarify whether a given party has responsibility.

#### Are there limits to what the Regional Water Board can ask for?

Yes. The information required must relate to an actual or suspected or proposed discharge of waste (including discharges of waste where the initial discharge occurred many years ago), and the burden of compliance must bear a reasonable relationship to the need for the report and the benefits obtained. The Regional Water Board is required to explain the reasons for its requirement.

#### What if I can provide the information, but not by the date specified?

A time extension may be given for good cause. Your request should be promptly submitted in writing, giving reasons.

#### Are there penalties if I don't comply?

Depending on the situation, the Regional Water Board can impose a fine of up to \$5,000 per day, and a court can impose fines of up to \$25,000 per day as well as criminal penalties. A person who submits false information or fails to comply with a requirement to submit a technical report may be found guilty of a misdemeanor. For some reports, submission of false information may be a felony.

#### Do I have to use a consultant or attorney to comply?

There is no legal requirement for this, but as a practical matter, in most cases the specialized nature of the information required makes use of a consultant and/or attorney advisable.

#### What if I disagree with the 13267 requirements and the Regional Water Board staff will not change the requirement and/or date to comply?

You may ask that the Regional Water Board reconsider the requirement, and/or submit a petition to the State Water Resources Control Board. See California Water Code sections 13320 and 13321 for details. A request for reconsideration to the Regional Water Board does not affect the 30-day deadline within which to file a petition to the State Water Resources Control Board.

#### If I have more questions, whom do I ask?

Requirements for technical reports include the name, telephone number, and email address of the Regional Water Board staff contact.

*Revised March 2014*

<sup>1</sup> All code sections referenced herein can be found by going to <http://leginfo.ca.gov/faces/codes.xhtml>.

# EXHIBIT E

314480

LEASE

1. THIS LEASE, executed in duplicate this 8th day of March 1976 between Bank of America NT&SA, Trustee for F.L. Burrell Testamentary Trust number 2 and.

EUGENE L. ZAMBETTI and JULIA M. ZAMBETTI

hereinafter called, respectively, "Lessor" and "Lessee", without regard to number or gender.

2. WITNESSETH: Lessor hereby leases to Lessee, and Lessee hires from Lessor, those certain premises situate in the city of Saratoga, County of Santa Clara, State of California, and described as follows:

That certain store described as Store Areas No. 1 & 2 on the Architects Master Floor Plan in the building owned by Lessor and generally known and referred to as the "Saratoga Village Center", located at 14440 Big Basin Way, Saratoga, California

with the appurtenances, hereinafter called "premises".

The word "premises" as used throughout this lease is hereby defined, subject to the provisions of paragraph 4 hereof, to include the non-exclusive use of sidewalks and driveways in front of or adjacent to the premises, including driveway and sidewalk installations, and also the area, if any, directly underneath such sidewalks and driveways. The word "installations" includes, without limiting the generality of the word, elevators, elevator doors, stairways and sidewalk lights.

3. The premises are to be used for Dry Cleaning

and for no other business or purpose, without the written consent of Lessor.

EXHIBIT

4. It is mutually agreed that the letting hereunder is upon and subject to the following terms, covenants and conditions and Lessee covenants, as a material part of the consideration for this lease, to keep and perform each and all of said terms, covenants and conditions by him to be kept and performed, and that his lease is made upon the condition of such performance.

5. The term of this lease shall be for five (5) years, commencing on the first day of February 1976, and expiring at noon on the 31st day of January 1981.

6. Lessee agrees to pay Lessor a total fixed rental of twenty four thousand and no/100----- Dollars (\$24,000.00), lawful money of the United States, which Lessee agrees to pay Lessor monthly in advance, without deduction or offset, at such place or places as may be designated by Lessor, in installments as follows:  
four hundred and no/100 Dollars (\$400.00) on the first day of February 1976, and four hundred and no/100 Dollars (\$400.00) on the first day of each and every calendar month thereafter up to and including January 1981.

In addition to the aforesaid basic rental, Lessee shall pay to Lessor the sum of Five Dollars (\$5.00) per month, payable at the same time and place as the aforesaid basic rental. This payment is made to Lessor in consideration of Lessor's providing water and garbage disposal service to the demised premises.

The sum of the above basic rental and the additional \$5.00 rental shall constitute the minimum monthly rental and shall be supplemented by additional payments as hereinafter provided in Paragraph 7 hereof.

7. (a) In addition to the minimum monthly rentals hereinabove agreed to be paid by Lessee, Lessee shall and will pay to Lessor at the times and in the manner hereinafter specified, an additional rental in an amount equal to six and one-half (6½%) of the amount of Lessee's gross sales (as gross sales are hereinafter defined) made during each leasehold year of the term hereof, in, upon or from the demised premises, less the aggregate amount of the minimum monthly rentals paid by Lessee during said year.

(b) The term gross sales, as used herein, shall (subject to the exception and authorized deductions as hereinafter set forth) mean the gross amount received by Lessee from all sales, both for cash and on credit and in case of sales on credit whether or not payment be actually made therefore; all charges for services, alterations or repairs made in or upon the demised premises; the gross amount received by Lessee for merchandise sold pursuant to orders received in the demised premises, though filled elsewhere and the gross amount received by Lessee from any and all other sources of income derived from the business conducted upon the demised premises.

(c) There is excepted from Lessee's gross sales (as said term is used herein) the amount of all sales tax receipts which has to be accounted for by Lessee to any government or governmental agency. There shall be deducted from Lessee's gross sales (for the purpose of accounting to Lessor), the amount of any actual refunds or credits made by Lessee for returned merchandise, the amount whereof had theretofore been included by Lessee in Lessee's gross sales.

(d) Lessee shall keep full, complete and proper books, records and accounts of the gross sales (as the term gross sales is used herein),

both for cash and on credit of each separate department and concession at any time operated in the demised premises; said books, records and accounts, including any sales tax reports, that Lessee may be required to furnish to any government or governmental agency shall at all reasonable times be open to the inspection of Lessor, Lessor's auditor or other authorized representative or agent.

(e) Within thirty (30) days immediately following the end of each leasehold year, Lessee shall furnish Lessor with a statement of the gross sales during the year so concluded of each of its said departments and concessions separately, and the amount of any authorized deductions therefrom (including therein the aggregate of the minimum monthly rental paid during said year); said last mentioned statement shall be certified as correct by Lessee or the employee of Lessee authorized so to certify, and with it Lessee shall pay to Lessor the amount of the additional rental which is payable to Lessor as shown thereby. If Lessee shall at any time cause an audit of Lessee's business to be made by a public accountant, Lessee shall furnish Lessor with a copy of said audit without any cost or expense to Lessor. Lessor may, once in any calendar year, cause an audit of the business of Lessee to be made by a public accountant of Lessor's own selection and if the statements of gross sales previously made by Lessee to Lessor shall be found to be less than the amount of Lessee's gross sales shown by such audit, Lessee shall immediately pay the cost of such audit as well as the additional rental therein shown to be payable by Lessee to Lessor; otherwise, the cost of such audit shall be paid by Lessor.

8. Lessee shall not place or permit to be placed any projecting sign or signs of any kind, marquee or awning on the front (sides) or rear or any part of said building or premises without the written consent of Lessor;



Lessee upon request of Lessor, shall immediately remove any sign or decoration which Lessee has placed or permitted to be placed on, or about the front of the premises, on the exterior walls, or posted signs on any window of said building or premises, which, in the opinion of the Lessor, is objectionable or offensive, and if Lessee fails so to do, Lessor may enter said premises and remove the same. Lessor has reserved the exclusive right to the exterior sidewalls, rear wall and roof of said premises and Lessee shall not place or permit to be placed upon sidewalls, rear wall or roof, any signs, advertisement or notice without the written consent of Lessor.

9. Lessee covenants with the Lessor and each and every Lessee of the building in which the demised premises are located that he shall not permit himself or his employees, agents, representatives, or any dealers, wholesalers, manufacturers, independent contractors, public and/or private carriers or any agents of such named parties to park or bring any vehicle, truck, motorcycle or bicycle on the sidewalk abutting the rear of said building known as "Saratoga Village Center".

10. Lessee shall not, without the express permission of the lessor, allow his employees, agents, representatives or himself (or herself) to park, leave, or store in the parking area on which joint use with other tenants of the premises has been granted by this lease, any vehicle (such as automobiles of every type, make or description, trucks, motorcycles, or bicycles); except that any such vehicle may be allowed on the parking area for the purpose of delivering to and picking up from the leased premises such stock, goods, equipment, fixtures, or wares or such passengers as are necessary in the normal operation of the business or profession for which these premises have been leased, but in no event may the time limit for such parking as granted by this exception exceed thirty (30) minutes.

11. Lessor reserves the right to promulgate such reasonable rules and regulations relating to the use of the parking areas, roads, and accomodation areas, and any parts thereof, as Lessor may deem appropriate and for the best interests of the tenants. Lessee shall abide by such rules and cooperate in their observance. The rules and regulations shall be binding upon Lessee upon delivery of a copy of them to Lessee. The rules and regulations may be amended by Lessor from time to time, with or without advance notice, and all amendments shall be effective upon delivery of a copy of them to Lessee.

12. Lessee agrees that all receiving and delivery of goods and merchandise and all removal of garbage and refuse shall be made only by way of the loading areas or such portions of the parking areas as Lessor may designate from time to time for such use by Lessee, and at such hours as may be designated by Lessor from time to time.

13. Lessee shall not display merchandise, store goods, place signs or allow refuse or trash to accumulate on the covered walkway abutting the front of the premises covered by this lease.

At all times Lessee shall keep the premises, the walkways adjacent to the premises, and any loading platforms and service areas allocated for the use of Lessee, whether or not such use be exclusive, clean and free from rubbish and dirt. Lessee shall not burn any trash or garbage of any kind in or about the premises or shopping center.

14. Lessee shall keep the display windows in the premises will lighted from dusk until such reasonable hour as Lessor may determine from time to time, during each and every weekday except Sundays and holidays of the

term of this lease, unless prevented by cause beyond the control of Lessee. Lessor may also, at his sole discretion, require the illumination of said display window during such daylight hours as he shall reasonably determine.

15. Lessee shall not use, or permit said premises, or any part thereof, to be used for any purpose or purposes other than the purpose or purposes for which said premises are hereby leased; and no use shall be made or permitted to be made of said premises, nor acts done, which will increase the existing rate of insurance upon the building in which said premises may be located, or cause a cancellation of any insurance policy covering said building, or any part thereof, nor shall Lessee sell, or permit to be kept, used, or sold, in or about said premises, any article which may be prohibited by standard form of fire insurance policies. Lessee shall, at his sole cost, comply with any and all requirements, pertaining to the use of said premises, of any insurance organization or company, necessary for maintenance of reasonable fire and public liability insurance covering the said building.

16. Lessee shall not commit, or suffer to be committed, any waste upon the said premises, or any nuisance, or other act or thing which may disturb the quiet enjoyment of any other tenant in the building in which the demised premises may be located.

17. Lessee shall not make, or suffer to be made, any alterations of the said premises, or any part thereof, without the written consent of Lessor first had and obtained, and any additions to, or alterations of, the said premises, except movable furniture and trade fixtures, shall become at once a part of the realty and belong to Lessor. Lessee shall keep the demised premises and property in which the demised premises are situated free from any liens arising out of any work performed, material furnished, or obligations

incurred by Lessee.

18. Lessee shall not vacate or abandon the premises at any time during the term; and if Lessee shall abandon, vacate or surrender said premises, or be dispossessed by process of law, or otherwise, any personal property belonging to Lessee and left on the premises shall be deemed abandoned, at the option of Lessor, except such property as may be mortgaged to Lessor.

19. Lessee shall, at his sole cost, keep and maintain said premises and appurtenances and every part thereof (excepting exterior walls and roofs), including any store front and the interior of the premises, in good and sanitary order, condition and repair, and replace broken glazing, hereby waiving all right to make repairs at the expense of the Lessor as provided in Section 1942 of the Civil Code of the State of California and all rights provided for by Section 1941 of said Civil Code. By entry hereunder, Lessee accepts the premises as being in good and sanitary order, condition and repair and agrees on the last day of said term, or sooner termination of this lease, to surrender unto Lessor all and singular said premises with said appurtenances in the same condition as when received, reasonable use and wear thereof and damage by fire, act of God or by the elements excepted, and to remove all of Lessee's signs from said premises.

20. Lessee shall, at his sole cost, comply with all the requirements of all Municipal, State, and Federal authorities now in force, pertaining to the use of said premises, and shall faithfully observe in said use all Municipal ordinances and State and Federal statutes now in force or which may hereafter be in force. The judgment of any court of competent jurisdiction, or the admission of Lessee in any action or proceeding,

against Lessee, whether Lessor be a party thereto or not, that Lessee has violated any such ordinance or statute in said use, shall be conclusive of that fact as between Lessor and Lessee.

21. The plumbing facilities shall not be used for any other purpose than that for which they were constructed, and no foreign substance of any kind shall be thrown in the plumbing facilities. The expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Lessee if Lessee or its employees, agents, or invitees shall have caused it.

22. Lessee, as a material part of the consideration to be rendered to Lessor, hereby waives all claims against Lessor for damages to goods, wares, and merchandise, in, upon or about said premises, and for injuries to persons in or about said premises, from any cause arising at any time, and Lessee will hold Lessor exempt and harmless from any damage or injury to any person, or to the goods, wares, and merchandise of any person, arising from the use of the premises by Lessee, or from the failure of Lessee to keep the premises in good condition and repair, as herein provided;

23. Lessee shall not conduct or permit to be conducted any sale by auction on said premises.

24. Lessee shall permit Lessor and his agents to enter into and upon said premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining the building in which said premises are situated, or for the purpose of making repairs, alterations or additions to any other portion of said building, including the erection and maintenance

of such scaffolding, canopies, fences and props as may be required, or for the purpose of posting notices of non-liability for alterations, additions or repairs, or for the purpose of placing upon the property in which said premises are located any usual or ordinary "For Sale" signs, without any rebate of rent and without any liability to Lessee for any loss of occupation or quiet enjoyment of the premises thereby occasioned; and shall permit Lessor, at any time within thirty days prior to the expiration of this lease, to place upon said premises any usual or ordinary "To Let" or "To Lease" signs.

25. In the event that the demised premises are damaged or destroyed by fire, or other casualty, as to render the same unfit for use, in all of which Lessor shall be the sole and exclusive judge, Lessor will not be compelled to repair, rebuild or replace the same, but may, at his option, terminate this Indenture, in which event all rents shall be pro-rated up to the time of said destruction or damage.

26. Lessee shall not assign this lease, or any interest therein, and shall not sublet said premises or any part thereof or any right or privilege appurtenant thereto, or suffer any other person (the agents and servants of Lessee excepted) to occupy or use said premises, or any portion thereof, without the written consent of Lessor first had and obtained and a consent to one assignment, subletting, occupation or use by any other person, shall not be deemed to be a consent to any subsequent assignment, subletting, occupation, or use by another person. Any such assignment or subletting without such consent shall be void, and shall, at the option of Lessor, terminate this lease. This lease shall not nor shall any interests therein, be assignable, as to the interest of Lessee, by operation of law without the written consent of Lessor.

27. Either (a) the appointment of a receiver to take possession of all or substantially all of the assets of Lessee, or (b) a general assignment by Lessee for the benefit of creditors, or (c) any action taken or suffered by Lessee under any insolvency or bankruptcy act shall constitute a breach of this lease by Lessee.

28. In the event of any breach of this lease by Lessee, then Lessor besides other rights or remedies he may have, shall have the immediate right of re-entry and may remove all persons and property from the premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Lessee. Should Lessor elect to re-enter, as herein provided, or should Lessor take possession pursuant to legal proceedings or pursuant to any notice provided for by law, he may terminate this lease or he may from time to time, without terminating this lease, re-let said premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this lease) and at such rental or rentals and upon such other terms and conditions as Lessor in his sole discretion may deem advisable with the right to make alterations and repairs to said premises; upon such re-letting (a) Lessee shall be immediately liable to pay to Lessor, in addition to any indebtedness other than rent due hereunder, the cost and expenses of such re-letting, including reasonable attorney's fees, and of such alterations and repairs, incurred by Lessor, and the amount, if any, by which the rent reserved in this lease for the period of such re-letting (up to but not beyond the term of this lease) exceeds the amount agreed to be paid as rent for the demised premises for such period on such re-letting; or (b) at the option of Lessor rents received by such Lessor from such re-letting shall be applied: first, to the payment of any indebtedness, other than rent due hereunder from Lessee to Lessor; second, to the payment of any costs and expenses of such re-letting, including reasonable attorney's fees, and of such

alterations and repairs; third, to the payment of rent due and unpaid hereunder and the residue, if any, shall be held by Lessor and applied in payment of future rent as the same may become due and payable hereunder. If Lessee has been credited with any rent to be received by such re-letting under (a), and such rent shall not be promptly paid to Lessor by the new tenant, or if such rentals received from such re-letting under option (b) during any month be less than that to be paid during that month by Lessee hereunder, Lessee shall pay any such deficiency to Lessor. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said premises by Lessor shall be construed as an election on his part to terminate this lease unless a written notice of such intention be given to Lessee or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, Lessor may at any time thereafter elect to terminate this lease for such previous breach. Should Lessor at any time terminate this lease for any breach, in addition to any other remedy he may have, he may recover from Lessee all damages he may incur by reason of such breach, including the cost of recovering the premises, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this lease for the remainder of the stated term over the then reasonable rental value of the premises for the remainder of the stated term, all of which amounts shall immediately be due and payable from Lessee to Lessor.

29. The voluntary or other surrender of this lease by Lessee, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Lessor, terminate all or any existing subleases or subtenancies, or may, at the option of Lessor, operate as an assignment to him of any or all such subleases or subtenancies.



30. If Lessor shall consult any attorney with reference to his rights hereunder or the performance or observance by Lessee of any of his covenants or conditions hereunder, or if Lessor shall file any action or bring any proceeding as against Lessee upon, under, or arising out of this lease, then and in any of said events, and in addition to all other sums, Lessee shall pay unto Lessor reasonable attorney's fees.

31. All notices to be given to Lessee may be given in writing personally or by depositing the same in the United States mail, postage prepaid, and addressed to Lessee at said premises, whether or not Lessee has departed from, abandoned or vacated the premises.

32. If any security be given by Lessee to secure the faithful performance of all or any of the covenants of this lease on the part of Lessee, Lessor may transfer and/or deliver the security, as such, to the purchaser of the reversion, in the event that the reversion be sold, and thereupon Lessor shall be discharged from any further liability in reference thereto.

33. The waiver by Lessor of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

34.. Any holding over the expiration of the said term, with the consent of Lessor, shall be construed to be a tenancy from month to month, at a rental of five hundred and no/100-----Dollars (\$500.00 ) a month, and shall otherwise be on the terms and conditions herein specified so far as applicable.

35. The Lessee shall, at all times during the term of this lease, or any renewal thereof, keep in force bodily injury insurance in amounts of not less than \$300,000.00 for any one accident, and \$100,000.00 for injury to a single person, and \$50,000.00 property damage liability in connection with the leased premises, the policies of said insurance to name the Lessor as additional assured, and the Lessee shall keep in force insurance indemnity for breakage of glazing on the leasehold premises. A Certificate of said insurance together with the receipt for the payment of the premium thereof shall be delivered to Lessor within thirty (30) days after the date of the execution hereof.

36. The failure or omission of the Lessor to terminate this lease or to initiate proceedings because of any uncured default of any of the terms, conditions or covenants of this lease by the Lessee shall in no way be deemed to be a consent or waiver by the Lessor to such default and shall in no way bar, stop or prevent said Lessor from terminating this lease or bringing suit either for such uncured default or for any subsequent default of said term, conditions or covenants.

37. Throughout this lease, the word "condemned" is co-extensive with the phrase "right of eminent domain," i. e., the right of people or government to take property for government use, and shall include the intention to condemn expressed in writing as well as the filing of any action or pro-

ceeding for condemnation.

In the event that any action or proceeding is commenced for the condemnation, in the exercise of the right of eminent domain, of the demised premises or any portion thereof, or if Lessor is advised in writing by any government (Federal, State, or Municipal), or agency or department or bureau thereof, or any entity or body having the right or power of condemnation, of its intention to condemn the demised premises or any portion thereof, Lessee having the right of possession of the demised premises at the time thereof, or if the demised premises or any portion or part thereof be condemned through such action, then and in any of said events:

(a) Lessor may, without any obligation or liability to Lessee, agree to sell and/or convey to the condemnor, without first requiring that any action or proceeding be instituted, or, if such action or proceeding shall have been instituted, without requiring any trial or hearing thereof, and Lessor is expressly empowered to stipulate to judgment therein, the part and portion of the demised premises sought by the condemnor, free from this lease and the rights of Lessee hereunder. The Lessor shall have the part condemned, or the whole, vests in the condemnor.

(b) Lessee shall have no claim against Lessor nor be entitled to any part or portion of any amount that may be paid or awarded as the result of the aforesaid provisions and all compensation awarded for the reasons as aforesaid shall go to Lessor and Lessee shall have no claim thereto. Lessee hereby irrevocably assigns and transfers to the Lessor any right to compensation or damages to which the Lessee may become entitled during the term hereof by reason of the provisions of this paragraph.

38. In addition to the rental herein provided for, Lessee shall pay unto Lessor that portion of any increase in real estate taxes assessed against the building containing the demised premises and the land upon which said building is located, and that portion of any assessment levied by assessment district authorities including lighting, maintenance and/or any other improvement and service associated with such assessment, over the taxes assessed against said building and said land during the tax year 1975/76, which the number of square feet in the demised premises bears to the total number of square feet in the building containing the demised premises. Lessee shall pay increase in taxes and assessments, if any, to Lessor within ten (10) days after receipt by Lessee from Lessor of a bill setting forth the amount due the Lessor under this paragraph. Said increase in real estate taxes and assessments, if any, shall be deductible by Lessee from percentage rent, if any, paid during the lease year in which taxes are paid.

39. Lessor shall pay for garbage collection services to the premises. Lessee shall provide proper containers for garbage which shall be placed outside the premises in areas designated by Lessor to facilitate garbage removal by Lessor. Lessee shall promptly pay for all gas, light, power, telephone service and all other services supplied to the same premises.

40. Lessee shall have the right to use the parking area in front of the building containing the leased premises described above in common with the other tenants of said building; the right to use the sidewalk abutting the rear of the building containing the leased premises described above in common with the other tenants of said building; and the right to use the covered walkway of the above described premises in common with the other tenants of said building.

41. Lessee shall join and at all times during the term of this lease maintain membership in any businessmen's organization that may be sponsored by Lessor for substantially all retail businesses in the shopping center. The fee for such membership shall be determined by the members of that organization. Lessee shall use as its advertising business address only such words as are designated by Lessor.

42. The rules and regulations printed on this lease, as well as such rules and regulations as may be hereafter adopted by Lessor for the safety, care and cleanliness of the premises and the preservation of good order thereon, are hereby expressly made a part hereof, and Lessee agrees to obey all such rules and regulations.

43. The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all of the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.

44. The area, if any, directly under sidewalks or driveways included in the premises shall be subject to all prior rights and easements of the city and county wherein situated, and any tax or rental which may hereafter be imposed by the city or county for the use or occupation of such area shall be borne and paid by Lessee, in addition to the rental herein reserved. In the event that Lessee shall be ousted by such city or county from any of the portions of the premises described in this paragraph, such ouster shall not constitute a breach of this lease nor be held to be an eviction by Lessor, but this lease shall continue in full force and effect.

45. Lessor shall not, in any way or for any purpose, become a partner of Lessee, in its business or otherwise, or a joint venturer, or a

member of any joint enterprise with Lessee.

46. IF, during the term of this lease, Lessor shall sell its interest in the shopping center, or the premises, then from and after the effective date of the sale, Lessor shall be released and discharged from any and all obligations and responsibilities under this lease except those already accrued.

47. Each term and provision of this lease performable by Lessee shall be construed to be both covenant and a condition.

48. Provided Lessee has satisfactorily performed all the covenants of this lease he shall have the right to a five (5) year option based on a rental increase to be decided by Standard Arbitration.

49. Time is of the essence of this lease.

IN WITNESS WHEREOF, Lessor and Lessee have executed these presents the day and year first above written.

LESSOR

LESSEE

Bank of America NT&SA  
Trustee for F. B. Burrell  
Testamentary Trust No. 2

by: 

TRUST OFFICER

by: 

TRUST OFFICER

  
Eugene J. Zambetti

  
Julia M. Zambetti

LEASE EXTENSION

Reference is made to that certain Lease dated March 8, 1976 and effective February 1, 1976, between BANK OF AMERICA NT & SA, Trustee for F.L. Burrell Testamentary Trust Number 2, as Lessor, and EUGENE L. ZAMBETTI and JULIA M. ZAMBETTI, as Lessee, covering premises at 14440 Big Basin Way, Saratoga, California.

WHEREAS, Lessee, under said Lease, has the right to a five (5) year option and

WHEREAS, Lessee now elects to exercise said option.

THEREFORE, said Lease is hereby extended for an additional five (5) year period from February 1, 1981 to January 31, 1986 on the same terms and conditions except:

1. Rent:

(a) The rental for the term of the lease shall be the sum of Six Hundred Fifty and no/100 Dollars (\$650.00) per month, payable on or before the 1st day of February, 1981, and continuing on the 1st day of each month thereafter during the term of this lease.

(b) The basic rent referred to herein shall be adjusted annually on the 1st day of February to reflect the changes, if any, in the cost of living by adding to such basic rent, an amount obtained by multiplying the basic rent by the percentage by which the level of the Consumer's Price Index for the San Francisco-Oakland, California, areas, reported for the last day of the monthly period ending the month last reported before the 1st day of February by the Bureau of Labor Statistics of the United States Government has increased over its' level of the prior 12 months. However, the maximum percentage increase over the prior annual rental shall be 8% per year. In any event, the new rental shall not be less than the rental for the prior 12 months.

In addition to the aforesaid basic rental, Lessee shall pay to Lessor the sum of Five Dollars (\$5.00) per month, payable at the same time and place as the aforesaid basic rental. This payment is made to Lessor in consideration of Lessor's providing water and garbage disposal service to the demised premises.

The sum of the above basic rental and the additional \$5.00 rental shall constitute the minimum monthly rental and shall be supplemented by additional payments as provided in Paragraph 7 of aforesaid lease.

2. Holding Over:

Any holding over the expiration of said term, with the consent of Lessor, shall be construed to be a tenancy from month to month, at the same rental as the monthly rental of the prior 12 months, and shall be on the terms and conditions herein specified so far as applicable.

3. Insurance:

Lessee shall, at all times during the term of this lease, or any renewal thereof, keep in force bodily injury insurance in amounts of not less than \$500,000.00 for any one accident, and \$300,000.00 for injury to a single person, and \$100,000.00 property damage liability in connection with the leased premises, the policies of said insurance to name Lessor as additional assured, and Lessee shall keep in force insurance indemnity for breakage of glazing on the leasehold premises. A certificate of said insurance together with the receipt for the payment of the premium thereof shall be delivered to Lessor within thirty (30) days after the date of the execution hereof.

4. Assignment and Subletting: Like and Kind

Landlord's Consent Required. Tenant shall not assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not subject the Premises or any part thereof, without the prior written consent of Landlord and any attempt to do so without such consent being first had and obtained shall be wholly void and shall constitute a breach of this Lease.

Reasonable Consent. If Tenant complies with the following conditions, Landlord shall not unreasonably withhold its consent to the



subletting of the Premises or any portion thereof of the assignment of this Lease. Tenant shall submit in writing to Landlord (a) the name and legal composition of the proposed subtenant or assignee; (b) the nature of the business proposed to be carried on in the Premises; (c) the terms and provisions of the proposed sublease; (d) such reasonable financial information as Landlord may request concerning the proposed subtenant or assignee.

No Release of Tenant. No consent by Landlord to any assignment of subletting by Tenant shall relieve Tenant of any obligation to be performed by Tenant under this Lease, whether occurring before or after such consent, assignment or subletting. The consent by Landlord to any assignment or subletting shall not relieve Tenant from the obligation to obtain Landlord's express written consent to any other assignment or subletting. The acceptance of rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any assignment, subletting or other transfer. Consent to one assignment, subletting or other transfer shall not be deemed to constitute consent to any subsequent assignment, subletting or other transfer.

5. Option:

Provided Lessee has satisfactorily performed all the covenants of this Lease he shall have the right to a five (5) year option based on a rental increase to be decided by Standard Arbitration.

DATED this 28<sup>th</sup> day of January, 1981.

BANK OF AMERICA NT & SA, TRUSTEE  
for F.L. Burrell Testamentary Trust No. 2

By [Signature]  
Lessor  
By [Signature]  
Lessor

By [Signature]  
Lessee  
By [Signature]  
Lessee

# EXHIBIT F

RESOLUTION NO. 846

A RESOLUTION CANVASSING THE  
VOTE HELD MARCH 7, 1978

The City Council of the City of Saratoga hereby resolves as follows:

WHEREAS, a General Municipal Election was held in the City of Saratoga on Tuesday, the 7th day of March, 1978, and was conducted in the form and manner as required by the laws of the State of California governing the election of General Law Cities, now therefore,

BE IT RESOLVED, DETERMINED AND DECLARED as follows:

That in Precinct 156 being consolidation of Precincts 4680 and 4710; Precinct 157, being consolidation of Precincts 4677, 4683 and 4686; Precinct 158, being colidation of Precincts 4678 and 4679; Precinct 159, being consolidation of Precincts 4676, 4682 and 4684; Precinct 160, being consolidation of Precincts 4685, 4707 and 4713; Precinct 161, being consolidation of 4695, 4702 and 4705; Precinct 162, being consolidation of Precincts 4703, 4717 and 4725; Precinct 163, being consolidation of Precincts 4687 and 4726; Precinct 164, being consolidation of Precincts 4688, 4691 and 4706; Precinct 165, being consolidation of Precincts 4697 and 4715; Precinct 166, being consolidation of Precinct 4689 and 4714; Precinct 167, being consolidation of Precincts 4692, 4701 and 4723; Precinct 168, being consolidation of Precincts 4690, 4693 and 4694; Precinct 169, being consolidation of Precincts 4681 and 4711; Precinct 201, being consolidation of Precincts 4698, 4704, 4708, 4709 and 4729; Precinct 202, being consolidation of Precincts 4696 and 4712; Precinct 203, representing Precinct 4699; and Precinct 204, being consolidation of Precincts 4718 and 4724, as established for holding state and county elections:

The whole number of persons voted for was 3; the whole number of votes cast was 16,843 including 456 absentee ballots; that the names of the persons voted for, the office for which they were voted, and the number of votes received by each of said persons in each of said precincts, together with the absentee votes, together with the whole number of votes which they received in the entire City are as set forth in the attached Exhibit "A".

RESOLVED, therefore that at the said general municipal election held in the City of Saratoga March 7, 1978, the following percons were elected to the following offices respectively:

Linda Callon

Henry J. Kraus, Jr.

Jeffrey C. Kalb

Each elected a member of the City Council for a full term of four years.

RESOLVED FURTHER: That the City Clerk shall enter upon the record of the City Council the results of said General Municipal Election and shall deliver to each person elected a Certificate of Election duly signed and authenticated by him, and he shall impose the constitutional Oath and have them subscribe thereon, whereupon they shall be inducted to the respective offices to which they have been elected.

PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 1978,  
by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

## ATTACHMENT A

[illegible]

# PRECINCT LOCATIONS

Voting Precinct	Comprised of Precinct Nos.	Location
156	4680, 4710	10975 Brookhaven Drive
157	4677, 4683, 4686	Brookview School 12301 Radoyka Drive
158	4678, 4679	13197 Berwick Street
159	4676, 4682, 4684	13861 Raven Court
160	4685, 4707, 4713	I.O.O.F. Home 14500 Fruitvale Ave.
161	4695, 4702, 4705	Congress Springs School 19600 Via Escuela Ave.
162	4703, 4717, 4725	St. Andrews Church 13601 Saratoga Ave.
163	4687, 4726	Argonaut School Shadow Mountain Drive
164	4688, 4691, 4706	Saratoga Presbyterian Church 20455 Herriman Ave.
165	4697, 4715	20823 Russell Court
166	4689, 4714	Foothill School 13919 Lynde Ave.
167	4692, 4701, 4723	Saratoga Firemen's Hall 14434 Oak Street
168	4690, 4693, 4694	Saratoga Federated Church 20390 Park Place
169	4681, 4711	19910 Sunnyside Drive
201	4698, 4704, 4708, 4709, 4729	12620 Fredericksburg Drive
202	4696, 4712	Blue Hills School 12300 De Sanka Ave.
203	4699	Grace Methodist Church 19848 Prospect Road
204	4718, 4724	Hansen School 12211 Titus Ave.

298-7400

ELECTION RESULTS

(UNOFFICIAL)

PRECINCT	VOTES CAST	CALLON	RATHJENS	OWENS	KRAUS	KALB	KONNYU	BRIGHAM	ZAMBETTI
156	<del>ABSEN</del>	70	49	9	93	68	67	30	70 1/2
157	<del>ABSEN</del>	969	501	119	902	965	740	249	343
158	<del>14 PRESENT</del>	2483	1154	316	2222	2345	1753	845	2161 1/2
159	<del>Final</del>	3056	1502	415	2856	2876	2255	1064	2819
160									
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COS0015150



# CITY of SARATOGA

13777 FRUITVALE AVENUE • SARATOGA, CALIFORNIA 95070  
(408) 867-3438

## MEMORANDUM

TO: City Council Candidates Filing  
Nomination Papers

FROM: City Clerk

SUBJECT: Campaign Statements - Revised Instructions  
and Forms, Effective 1/1/78

DATE: December 6, 1977

Please find attached a copy of the "State of California Information Manual on Campaign Disclosure Provisions of the Political Reform Act." This manual has been prepared by the Fair Political Practices Committee, pursuant to the Political Reform Act of 1974, and includes all legislative amendments effective January 1, 1978.

Item II (pages 4-5) outlines the forms that must be filed. You should determine which ones you and/or your committee(s) will need, and contact the Deputy City Clerk (Barbara Olsasky), who will provide you the necessary copies.

The Candidate's Campaign Statements must be filed in the City Clerk's office according to the following time schedule:


<u>Statement</u>	<u>Period Covered</u>	<u>Date to be Filed with City Clerk</u>
1st	Receipts & expenses thru January 23, 1978	January 26, 1978
2nd	Receipts & expenses thru February 20, 1978	February 23, 1978
3rd	Receipts & expenses thru May 4, 1978	May 11, 1978

You are reminded that persons who do not file their campaign statements on time are liable for a late filing penalty of \$10 a day. The maximum liability will be \$100, or the cumulative amount stated on the late campaign statement, whichever is greater.

COS0015151



If you have any questions regarding this material, please do not hesitate to contact me or my staff.

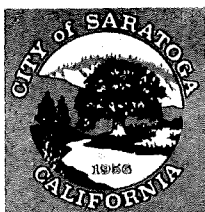


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Robert F. Beyer

RFB/bsc

Encl.



# CITY of SARATOGA

13777 FRUITVALE AVENUE • SARATOGA, CALIFORNIA 95070  
(408) 867-3438

## MEMORANDUM


TO: City Council Candidates  
FROM: City Clerk  
SUBJECT: Order of Names on March 7th Election Ballot

DATE: January 3, 1978

Based on the Secretary of State's drawing of the letters of the alphabet for use in the March 7th election, the order of candidates for the City of Saratoga's municipal election will be as follows:

Callon  
Rathjens  
Owens  
Kalb  
Konnyu  
Kraus  
Brigham  
Zambetti

Attached for your reference is the notice from the Secretary of State.

  
Robert F. Beyer  
City Clerk

RFB/bso

Encl.

COS0015153

## JEFFREY C. KALB For City Council

### BIOGRAPHY -

Jeff, his wife Marlene and their six children have lived in Saratoga since September, 1971. A 1965 graduate of the University of Cincinnati, his professional career has progressed rapidly from engineering, through operations management, to his present position as General Manager for Data General's semiconductor division. He was recently nominated for the outstanding graduate award of his university.

He has been a choir director, church lector, cubscout master, officer of the local Institute of Electrical and Electronic Engineers, co-founder of a credit union, and a member of a Nation Council of the YMCA. In the area of government, he is a co-founder and past officer of: Greenbriar Homeowners Association, The Saratoga Coalition for Tax Reform, and HALT (Homeowners Acting to Lower Taxes). He has been a member of the Saratoga Mayors Blue Ribbon Committee, is a member of the Los Gatos/Saratoga/West Valley Republican Assembly, and is presently on leave of absence from the Board of Directors of the Good Government Group of Saratoga. Jeff has been particularly active in the field of property taxes, writing, analyzing and making recommendations. In 1976 he single-handedly hounded the Saratoga City Council until they cut the tax rate, and worked actively to get the County to lower its tax rate (which it did). In 1977 his focus was primarily at the county level, working for an open budget process (the county responded by having citizens briefings), a tax rate cut (which was ultimately greater than anyone had forecast), and for making "goal setting" part of the budgeting process. He has actively supported many citizens activities, including the West Valley Stadium opposition and the efforts to control overdevelopment of the hillside areas.

### POSITIONS -

I feel that there are two major issues facing the people of Saratoga at this time:

- 1) Taxes, 2) The way in which Saratoga will proceed on development and land use.

On taxes, its important for all of us to recognize that the tax battle is not to be won at the City level. City taxes are less than 2% of the whole. I am not, however, saying that we are under tight fiscal control. City expenses have increased 13.8% per year over the last three years, - far above the average rate of inflation - and I feel that more can be done to control costs. Fundamentally, Saratoga should remain a minimum cost city, with increased emphasis on cost control.

In order to really impact our tax costs, however, our City Council must get more active in working with other taxing entities to lower their rates and cut costs. This is something which I feel confident can be done because I have seen it work.

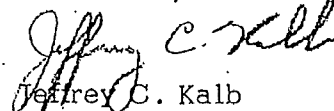
Development and land use are issues which are very close to all Saratogans, as they directly affect all our lives. I believe we should disassociate land use and development from the tax issue, however. A recent United California Bank study indicated that the difference between full development, (including stores, high density, etc.) as envisioned in the General Plan, and no development whatsoever, could cause a typical Saratoga property tax bill to vary from plus twelve dollars to minus twenty-five dollars per year over the next ten years. I believe that this is an inconsequential amount in light of the potential impact on our environment and way of life. Fundamentally, we should be concerned with potential over-crowding in areas or on streets, environmental and traffic problems, and over development of potentially unsafe and litigious areas. The recent City ordinance increasing potential density is in exact opposition to my position. I want Saratoga to maintain its rural environment, not attempt to be like Cupertino or Sunnyvale.

"WHY ME....."

There are many reasons for supporting candidates, but really only one fundamental one - "Can they effectively represent the people of Saratoga?" To do that, your council representatives must be receptive to the needs and opinions of those they represent. They need to be able to get to the heart of the issues and separate important and lasting concepts from niceties and short term concerns. Council members need to be as free as possible from the influences of special or personal interests, to be able to understand the positions and motivations of the opposing interests, and finally, to get the best possible solution in any situation.... the best solution for you, the taxpayer.

These characteristics and capabilities are the basis of my profession, and the results show that I'm good at it - good enough to make you pleased that you supported me and voted for me.

Thank You,

  
Jeffrey C. Kalb

SARATOGANS FOR GENE ZAMBETTI  
CANDIDATE FOR SARATOGA CITY COUNCIL

OCCUPATION: Saratoga Businessman / Planning Commissioner  
EDUCATION: Graduate, San Jose State University,  
Degree in Accounting and Finance

Experience and Qualifications:

- o SARATOGA PLANNING COMMISSION - Vice-Chairman, member since 1975 serving on Land Development, Design Review and Subdivision Committees.
- o SARATOGA PARKS AND RECREATION COMMISSION - Vice-Chairman, 1973-1975.
- o SARATOGA CHAMBER OF COMMERCE - President, 1972 to 1973.
- o SARATOGA LIBRARY BOND ISSUE COMMITTEE - Member, 1975.
- o SARATOGA ROTARY CLUB - Member of the Board of Directors and Art Show Chairman.
- o SARATOGA GENERAL PLAN REVIEW COMMITTEE - Member, 1970 and 1974.
- o VILLAGE TASK FORCE - Member, 1977.
- o SANTA CLARA COUNTY PLANNING POLICY COMMITTEE - Representative from Saratoga Planning Commission, 1975.
- o GOOD GOVERNMENT GROUP - Member.
- o CALIFORNIA CENTRAL COASTAL COMMISSION - Representative from Santa Clara County, 1975.

As a resident of Saratoga for 20 years and owner of Hillview Cleaners, I have been, and will continue to be, dedicated to the preservation of Saratoga's heritage through personal involvement in local government and community affairs.

As your Councilman, I will:

- o Keep Saratoga a low density residential community and maintain a low tax rate through strict adherence to the General Plan.
- o Follow through with the Village Task Force plan which would offset Saratoga's declining revenues with increased sales by developing and promoting the Village Commercial Area.
- o Increase efforts to insure a safe traffic flow on our streets, including proper maintenance and, where appropriate, installation of street lights, traffic control signs and signals.
- o Encourage responsible use of our hillsides by maintaining an equitable balance between open space, property owner's rights and our environment.
- o Search for new methods in which we can fill the immediate need for senior citizen housing.

Since I live and work in Saratoga, I will be easily accessible at all times to hear your ideas and opinions, and thereby maximize your participation in city government.

**EXHIBIT F-2**

ESCROW STATEMENT

NORMAN BARTELL  
A Professional Corporation  
Bartell & Borawski  
4125 Blackford Ave., Suite 140  
San Jose, California 95117

Statement of: BUYER, SANG B. LEE

Escrow No.: 3546

Parties to Escrow:

Name of Business: HILLVIEW CLEANERS

LEE/ZAMBETTI

Date of Possession: 4/28/83

Date:

ITEMS	DEBITS	CREDITS
Sale/Purchase Price: Business	90,000.00	
Liquor License		
Inventory of Included		
3/31/83 Escrow Deposit		1,500.00
Note Payable to Seller		48,400.00
Escrow Fees \$650 @ 1/2	325.00	
Escrow Costs \$35 @ 1/2	17.50	
Credit for Snifter		1,600.00
Checks Payable to Seller		33,500.00
		5,000.00
Check payable to Seller		342.50
TOTAL	90,342.50	90,342.50

GZAMBETTI 02509

APR 28 1983

For THIRTY (30) DAYS after close of Escrow No. 3546, Seller, EUGENE ZAMBETTI, agrees to put into good working condition, all equipment in the business that is not now in good condition, or turns out not to be in good condition for THIRTY (30) DAYS after close of escrow. Buyer has the right to hire a mechanic to do all repairs needed that Seller did not do in the THIRTY (30) DAY period, and deduct the costs from the Note.

4/28/83.

Date and Place of Signature

Eugene L Zambetti

4/28/83

Date and Place of Signature

MB B. Lu



\$ 48,400.00 San Jose, California April 28, 1983

in installments as herein stated, for value received, I promise to pay to (I, we)

EUGENE L. ZAMBETTI

or order at designated place

the sum of FORTY-EIGHT THOUSAND FOUR HUNDRED DOLLARS (\$48,400) on unpaid principal at the rate of

with interest from April 28, 1983 per annum; principal and interest payable in installments of

TEN PERCENT (10%) ~~PER ANNUM~~ EIGHT HUNDRED FOUR DOLLARS (\$804.00)

or more on the 28th day of each month, beginning on the 28th

day of May, 1983

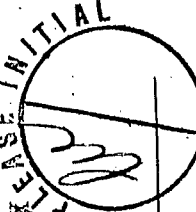
and continuing until said principal and interest have been paid. SIXTEEN DOLLARS (\$16.00) for late payments made Eight (8) days after due date. May be prepaid without penalty.

This note is due and payable in full upon the sale of the business now known as

HILLVIEW CLEANERS

located at 14440 Big Basin Way, Saratoga, California 95070

Each payment shall be credited first on interest then due and the remainder on principal; and interest shall thereupon cease upon the principal so credited. Should default be made in payment of any installment when due the whole sum of principal and interest shall become immediately due at the option of the holder of this note. Principal and interest payable in lawful money of the United States. If action be instituted on this note I promise to pay such sum as the Court may fix as attorneys' fees. This note is secured by a Security Agreement filed with the Secretary of State.



*B. Lee*

SANG B. LEE

SECURITY AGREEMENT  
(Due on Sale)

The following definitions and designations shall apply in this Agreement without regard to number or gender:

SECURED PARTY: EUGENE L. ZAMBETTI DEBTOR: SANG B. LEE BUSINESS: HILLVIEW CLEANERS

COLLATERAL: All the interest of the debtor (including leasehold interests) in the assets of the above business, including goods, equipment, inventory, accounts, chattel paper, documents, instruments and general intangibles as those terms are defined in the California Commercial Code, both presently existing or acquired in the future by accession, replacement, or any other means, as well as any proceeds. A list of the major tangible assets may be attached hereto for further clarification and marked Exhibit "A".

OBLIGATION: (1) Payment of purchase money promissory notes as follows:  
(a) \$ 48,400.00 dated 4/28/83 (b) \$ \_\_\_\_\_ dated \_\_\_\_\_  
(2) Performance of all other obligations and payment when due of all other sums owing by Debtor to Secured Party or owing by Debtor to third parties for which Secured Party is a guarantor or in any way liable.  
(3) Performance of all acts and payment when due of all sums the nonperformance or nonpayment of which might jeopardize this security interest, including, but not limited to, the payment of prior liens and taxes.



DEFAULT:

(4) Payment of premiums for insurance of the Collateral against all hazards requested by Secured Party with provision for loss payable to Secured Party at least equal to the total of any obligation secured under this Agreement.  
(5) SECURED PARTY TO BE NAMED AS LOSS PAYEE IN FIRE & THEFT INSURANCE POLICY ON PREMISES & EQUIPMENT  
Nonperformance or nonpayment when due of obligation above described or occurrence of any of the following: (a) Any event which materially reduces the value of Collateral below its present value, normal wear and tear excepted; (b) Removal of Collateral from Business premises without written approval of Secured Party; (c) Sale, transfer or disposal of Collateral or any interest therein without written approval of Secured Party; (d) Dissolution, merger, consolidation or transfer of a substantial part of business by Debtor; (e) Filing by Debtor of a petition in Bankruptcy or for relief under the Bankruptcy Act or appointment of a receiver; (f) Failure to maintain Collateral or buildings and improvements wherein Collateral is located in good condition and repair; (g) Failure to give Secured Party prompt notice of any damage to Collateral or to the building and improvements wherein Collateral is located.

Debtor hereby grants Secured Party a security interest in Collateral to secure performance of obligation above described.

Debtor hereby nominates and appoints Secured Party as attorney-in-fact to do all acts and things which Secured Party may deem necessary or advisable to preserve, maintain, protect, and perfect the Collateral or Secured Party's security interest therein.

In order to protect and preserve Collateral, Debtor authorizes Secured Party to enter upon the premises where said Collateral is located and to use for such purposes any equipment or facilities of Debtor. Debtor authorizes Secured Party to collect and receive proceeds and products of Collateral and this Agreement shall be deemed as an assignment thereof to Secured Party.

Upon the occurrence of any default described above, Secured Party shall have any or all of the following rights and remedies: (a) All rights and remedies of a Secured Party under the Uniform Commercial Code; (b) The right to immediate possession of the Collateral; (c) The right to appoint or have appointed either with or without Court action, a receiver to take possession of and operate the business of which the collateral forms a part, which receiver shall have the right to use all the assets and licenses then being used in the operation of the business whether or not secured party has a security interest therein; (d) The right to retake possession of the premises on which the Collateral is located. To implement this right when asserted by Secured Party, Debtor hereby reassigns any interest he has in such premises to Secured Party with no further documentation required; (e) The right to declare the entire obligation immediately due and payable upon giving any required notices set forth in said obligation.

Debtor warrants that he is the owner of Collateral and has the right to make this Agreement, and that there are no other claims against said Collateral having priority over the security created hereby.

EXECUTED on April 28, 1983, at San Jose, California.

SECURED PARTY EUGENE L. ZAMBETTI

DEBTOR SANG B. LEE

GZAMBETTI 02512

# San Jose Post-Record

— 0 —

## NOTICE OF INTENDED BULK TRANSFER

The following definitions and designations shall apply in this Notice without regard to number or gender:

Transferor: Eugene J. Zambetti and Julia M. Zambetti, 20680 Marmon Road, Saratoga, California 95070.

Transferee: Sang B. Lee, 9929 Edison Drive, San Jose, California 95135.

Business: Hillview Cleaners, 14440 Big Basin Way, Saratoga, California 95070.

Escrow Holder: Norman Bartell, 4125 Blackford Avenue, #140, San Jose, California 95117.

Date of Consummation: April 28, 1983.

Last day to file claims: April 27, 1983.

Notice is hereby given that Transferor intends to make a bulk transfer of the assets of the above described Business to Transferee including all stock in trade, furniture and equipment used in said Business to be consummated at the office of Escrow Holder at the time of consummation of the transfer. Creditors of the Transferor may file claims with the Escrow Holder on or before the last day to file claims stated above.

Transferor has used the following other business names and addresses within the last three years so far as known to Transferee: None.

Dated: April 1, 1983.

SANG B. LEE,

Transferee

NORMAN BARTELL

4125 Blackford Ave., #140

San Jose, CA 95117

Attorney at Law

(April 6, 1983)

B I L L O F S A L E

The following definitions and designations shall apply in this Bill of Sale, without regard to number or gender:

SELLER: EUGENE L. ZAMBETTI and JULIA M. ZAMBETTI

BUYER: SANG B. LEE

BUSINESS: HILLVIEW CLEANERS

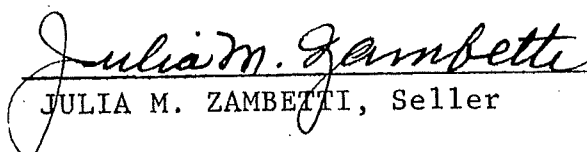
PROPERTY: That business described above including all assets listed in the attached schedule.

This document certifies that Seller, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby transfer and deliver to Buyer, the property described above.

Seller hereby covenants with Buyer and his successors in interest that Seller is the lawful owner of said property, that Seller has good right to sell the same and has followed all necessary procedures and obtained all necessary consent and approvals for this sale, that Seller will warrant and defend the same against the lawful claims and demands of all parties and hold them harmless therefrom, and that it is free from all encumbrances.

EXECUTED on April 28, 1983, at San Jose,  
California.

  
EUGENE L. ZAMBETTI, Seller

  
JULIA M. ZAMBETTI, Seller

COVENANT NOT TO COMPETE

The following definitions and designations shall apply in this agreement, without regard to number or gender:

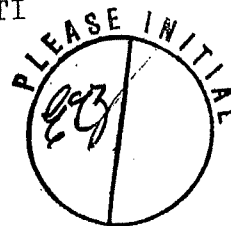
BUSINESS: HILLVIEW CLEANERS

BUYER: EUGENE L. ZAMBETTI and JULIA M. ZAMBETTI

SELLER: SANG B. LEE

RADIUS: ~~FIVE (5) MILES~~ 3 miles

TERM: ~~TEN (10) YEARS~~ 5 years



As part of the sale of the above business, Seller hereby covenants with Buyer for the above term not to engage as owner, partner, stockholder, employee, agent, or in any other capacity or to be connected in any manner, with a business which competes in any manner with the above business and which is located within the above radius from the present location of business.

For all purposes, including computation of federal income tax, this Covenant shall be ordinary income to Seller, and an ordinary expense to Buyer, to be amortized over its term.

If instead of the above, this Covenant is considered as part of the goodwill of the business and therefore to be treated for tax purposes as part of the goodwill, then the parties shall initial in the following space.

EXECUTED ON April 28, 1983, at San Jose,  
California.

Eugene L. Zambetti  
EUGENE L. ZAMBETTI

Julia M. Zambetti  
JULIA M. ZAMBETTI

NORMAN BARTELL  
ATTORNEY AT LAW  
TRUST ACCOUNT

4125 BLACKFORD AVE. 95117  
SAN JOSE, CALIF. 95117

APR 28 1983

655

11-67/628  
1210

PAY  
TO THE  
ORDER OF

Eugene L. Zambetti & Julia Zambetti \$ 1157 <sup>50</sup>/<sub>100</sub>  
One thousand one hundred fifty seven & <sup>50</sup>/<sub>100</sub> DOLLARS



UNITED  
CALIFORNIA  
BANK

Westgate Office  
1502 Saratoga Avenue  
San Jose, California 95129

*Norman Bartell*

⑈000655⑈ ⑆121000578⑆626714712⑈ 11



Wells Fargo Bank  
NATIONAL ASSOCIATION

11-24/501  
1210(8)

No 000482

SARATOGA OFFICE  
20514 SARATOGA-LOS GATOS RD., SARATOGA, CA 95070

April 28 1983

PAY TO THE ORDER OF - Norman Bartell

WELLS FARGO  
BANK

⑈35342⑈

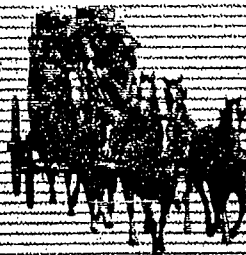
AND 50 CTS.

\$ 5,342.50\*\*\*  
NOT GOOD FOR MORE THAN  
FIFTY DOLLARS

CASHIER'S CHECK

*M. Bell*  
AUTHORIZED SIGNATURE

⑈501000482⑈ ⑆121000248⑆9861 503209⑈



Wells Fargo Bank  
NATIONAL ASSOCIATION

11-24/501  
1210(8)

No 000481

SARATOGA OFFICE  
20514 SARATOGA-LOS GATOS RD., SARATOGA, CA 95070

April 28 1982

PAY TO THE ORDER OF - Eugene Zambetti

WELLS FARGO  
BANK

⑈33500⑈

AND 00 CTS.

\$ 33,500.00\*\*\*  
NOT GOOD FOR MORE THAN  
\$100,000.00

CASHIER'S CHECK

*M. Bell*  
AUTHORIZED SIGNATURE

GZAMBETTI 02516

4/28, 1983.

# ALLOCATION OF PURCHASE PRICE

The following definitions and designations shall apply in this Agreement, without regard to number or gender:

BUSINESS: Hillview Cleaners.

SELLER: Eugene L. Zambetti

BUYER: Sang B. Lee.

The parties to the sale of the above business agree that the purchase price shall be allocated among the assets purchased as follows:

(1) Tangible personal property:	\$ 15,000.00
(2) Leasehold improvements:	\$ <del>0</del>
(3) Value of premises leased:	\$ 39,000.00
(4) Goodwill:	\$ 16,000.00
(5) Covenant not to compete:	\$ 27,400.00
(6) A.B.C. Liquor License:	\$ <del>0</del>
(7) Other:	\$ <del>0</del>
TOTAL PURCHASE PRICE (not including inventory):	<u>\$ 88,400.00</u>

Estimated resale inventory:

Executed on April 28, at Santa Ana, California.

Eugene L. Zambetti

Julia M. Zambetti

Sang B. Lee

CONSENT OF ASSIGNMENT

The undersigned lessor does hereby consent to the above and foregoing assignment, it being understood and agreed that consent to this assignment is subject to all the terms, covenants, and conditions in said Lease and subsequent extensions thereof contained, and with the specific understanding that this consent is not a consent to any future assignment of said lease or subsequent extensions thereof and that the original lessees (to wit, the foregoing Assignors) are not released from any liability under said lease or extensions thereof by reason of said assignment.

DATED: 3/29/83

BANK OF AMERICA NT&SA, TRUSTEE

BY: *Leander*  
By: *Marjorie A. Kelly*



ASSIGNMENT OF LEASE

For good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, Eugene L. Zambetti, hereby assigns that certain lease dated February 1, 1976 and the lease extension dated February 1, 1981, between BANK OF AMERICA NT&SA, Lessor, and Eugene L. Zambetti, covering the property commonly known as 14440 Big Basin Way, Saratoga, California 95070. I understand that, as assignor herein, I am not released from any liability under said lease by reason of this agreement.

DATED: 3/27/83

Eugene L. Zambetti  
Eugene L. Zambetti

ACCEPTANCE OF ASSIGNMENT OF LEASE

Sang Bae Lee hereby accept the above assignment and do hereby accept the above assignment and do hereby agree to be bound by all of the terms; covenants, conditions and agreements contained in said Lease and subsequent extensions thereof, and agree to make all rental payments promptly as specified.

DATED: 3/27/83

Sang Bae Lee  
Sang Bae Lee

Bank of America  
Trust Department

Regarding Sang B. Lee.

It is my professional dry cleaning opinion, that Sang B. Lee has the natural talent and formal education in dry cleaning, laundry, and alterations industries. Sang B. Lee and his family will further the quality of dry cleaning and professional services at Hillview Cleaners. If you have any questions about his abilities of the industry please - feel free to call me -

Sincerely yours,  
L. L. Zambetti

**Hillview  
cleaners**

quality dry cleaning/professional service

14440 big basin way  
saratoga village center  
saratoga, california 95070  
phone 867-3884

WOOD, SMITH, HENNING & BERMAN LLP  
Attorneys at Law  
10960 WILSHIRE BOULEVARD, 18TH FLOOR  
LOS ANGELES, CALIFORNIA 90024-3804  
TELEPHONE 310-481-7600 • FAX 310-481-7650

1 David F. Wood (State Bar No. 68063)  
Emil A. Macasinag (State Bar No. 256953)  
2 Jon-Erik W. Magnus (State Bar No. 278242)  
Wood, Smith, Henning & Berman LLP  
3 10960 Wilshire Boulevard, 18th Floor  
Los Angeles, California 90024-3804  
4 Phone: 310-481-7600 ♦ Fax: 310-481-7650

5 Attorneys for Defendant and Cross-Defendant, EUGENE ZAMBETTI

6

7

8

SUPERIOR COURT OF THE STATE OF CALIFORNIA

9

COUNTY OF SANTA CLARA

10

11 FRANK L. BURRELL, III, as Trustee of the  
Frank L. Burrell 1937 Trust,

CASE NO. 104CV020433

12

Plaintiff,

DECLARATION OF EUGENE ZAMBETTI  
IN SUPPORT OF DEFENDANT EUGENE  
ZAMBETTI'S MOTION FOR SUMMARY  
JUDGMENT OR IN THE ALTERNATIVE  
SUMMARY ADJUDICATION

13

v.

14

15 SANG BAE LEE, individually, and doing  
business as HILLVIEW CLEANERS;  
EUGENE ZAMBETTI; JULIA ZAMBETTI;  
16 WELLS FARGO BANK, N.A., successor to  
BANK OF AMERICA, NT&SA; and DOES  
17 1 through 100, inclusive,

Date: November 26, 2013  
Time: 9:00 a.m.  
Dept: 20  
Judge: Hon. Kevin E. McKenney

18

Defendants.

Complaint Filed: May 26, 2004

19

AND RELATED CROSS-ACTIONS.

Discovery Cutoff: None Set  
Motion Cutoff: None Set  
Trial Date: None Set

20

21

DECLARATION OF EUGENE ZAMBETTI

22

I, EUGENE ZAMBETTI, declare as follows:

23

24 1. I am an individual and a party in the above-entitled action. I am over 18  
years of age. I know the following facts to be true of my own knowledge, and if called to  
25 testify, I could competently do so.

26

27 2. I participated in the negotiations and eventual sale of Hillview Cleaners, a  
dry cleaner, located at 14440 Big Basin Way, Saratoga, CA. I sold the business to Sang  
28 B. Lee in 1983.

3. Attached as Exhibit "A" is a true and correct copy of the Bill of Sale that was executed as a part of the 1983 sale of the dry cleaning business.

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

Executed August 22, 2013, at Saratoga, California.

*Eugene Zambetti*  
EUGENE ZAMBETTI

WOOL, SMITH, HENNING & BERMAN LLP  
Attorneys at Law  
10960 WILSHIRE BOULEVARD, 18TH FLOOR  
LOS ANGELES, CALIFORNIA 90024-3804  
TELEPHONE 310-481-7600 • FAX 310-481-7650

**EXHIBIT "A"**

B I L L O F S A L E

The following definitions and designations shall apply in this Bill of Sale, without regard to number or gender:

SELLER: EUGENE L. ZAMBETTI and JULIA M. ZAMBETTI

BUYER: SANG B. LEE

BUSINESS: HILLVIEW CLEANERS

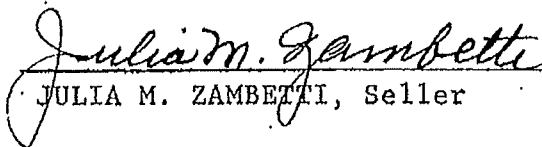
PROPERTY: That business described above including all assets listed in the attached schedule.

This document certifies that Seller, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby transfer and deliver to Buyer, the property described above.

Seller hereby covenants with Buyer and his successors in interest that Seller is the lawful owner of said property, that Seller has good right to sell the same and has followed all necessary procedures and obtained all necessary consent and approvals for this sale, that Seller will warrant and defend the same against the lawful claims and demands of all parties and hold them harmless therefrom, and that it is free from all encumbrances.

EXECUTED on April 28, 1983, at San Jose,  
California.

  
EUGENE L. ZAMBETTI, Seller

  
JULIA M. ZAMBETTI, Seller

# EXHIBIT G

CONSENT OF ASSIGNMENT

The undersigned lessor does hereby consent to the above and foregoing assignment, it being understood and agreed that consent to this assignment is subject to all the terms, covenants, and conditions in said Lease and subsequent extensions thereof contained, and with the specific understanding that this consent is not a consent to any future assignment of said lease or subsequent extensions thereof and that the original lessees (to wit, the foregoing Assignors) are not released from any liability under said lease or extensions thereof by reason of said assignment.

DATED: 3/29/83

BANK OF AMERICA NT&SA, TRUSTEE

BY: *Leander*  
By: *Marjorie A. Kelly*



ASSIGNMENT OF LEASE

For good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, Eugene L. Zambetti, hereby assigns that certain lease dated <sup>January 27</sup> February <sup>March 8th</sup> 1, 1976 and the lease extension dated February 1, 1981, <sup>EX-3</sup> between BANK OF AMERICA NT&SA, Lessor, and Eugene L. Zambetti, covering the property commonly known as 14440 Big Basin Way, Saratoga, California 95070. I understand that, as assignor herein, I am not released from any liability under said lease by reason of this agreement.

DATED: 3/27/83

Eugene L. Zambetti  
*Eugene L. Zambetti*  
*Julia M. Zambetti*

ACCEPTANCE OF ASSIGNMENT OF LEASE

Sang Bae Lee hereby accept the above assignment and do hereby accept the above assignment and do hereby agree to be bound by all of the terms; covenants, conditions and agreements contained in said Lease and subsequent extensions thereof, and agree to make all rental payments promptly as specified.

DATED: 3/27/83

Sang Bae Lee  
*Sang Bae Lee*

**EXHIBIT H**

FRANKLIN E. BONDONNO, ESQ., State Bar No. 048937  
POPELKA ♦ ALLARD, A P.C.  
160 W. Santa Clara Street, 12<sup>th</sup> Floor  
San Jose, CA 95113-1733  
[408] 298-6611 Telephone  
[408] 275-0814 Facsimile

Attorneys for Defendants  
EUGENE ZAMBETTI and JULIA  
ZAMBETTI

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF SANTA CLARA

FRANK L. BURRELL, III, as Trustee of the Frank  
L. Burrell 1937 Trust,

Plaintiff,

v.

SANG BAE LEE, individually, and doing business  
as HILLVIEW CLEANERS; EUGENE  
ZAMBETTI; JULIA ZAMBETTI; WELLS  
FARGO BANK, N.A., successor to BANK O  
FAMERICA, NT&SA; and DOES 1 through 100,  
inclusive,

Defendants.

SANG BAE LEE, individually, and doing business  
as HILLVIEW CLEANERS,

Cross-Complainant,

v.

FRANK L. BURRELL, III, as Trustee of the Frank  
L. Burrell 1937 Trust; EUGENE ZAMBETTI;  
JULIA ZAMBETTI; WELLS FARGO BANK,  
N.A., successor to BANK OF AMERICA, NT&SA,  
as Trustee of the F.L. Burrell Testamentary Trust;  
and DOES 1 through 1000, inclusive,

Cross-Defendants.

No. 1-04-CV-020433

CROSS-COMPLAINT

1. Contribution or Indemnity Pursuant to Health & Safety Code # 25363 Against All Cross-defendants
2. Nuisance Against All Defendants
3. Trespass Against All Cross-defendants
4. For Injunctive and Other Appropriate Relief under Rera - Against All Cross-defendants
5. Equitable Contribution Against All Cross-Defendants
6. Equitable Indemnity Against All Cross-Defendants
7. Declaratory Relief Against All Cross-Defendants

Complaint Filed: May 26, 2004

1 EUGENE ZAMBETTI and JULIA ZAMBETTI,

2 Cross-Complainants,

3 v.

4 SANG BAE LEE, WELLS FARGO BANK, N.A.,  
5 successor to BANK OF AMERICA, NT&SA, as  
6 Trustee of the F.L. Burrell Testamentary Trust No.  
7 2, Frank L. Burrell, III, as Trustee of the Frank L.  
8 Burrell 1937 Trust, and Roes 100 through 150,  
9 inclusive.

10 Cross-Defendants.

11 Cross-complainants Eugene Zambetti and Julia Zambetti ("Zambetti") bring this cross-claim  
12 against Sang Bae Lee ("Lee"), Wells Fargo Bank, N.A., successor to Bank of America, NT&SA  
13 as trustee of the F.L. Burrell Testamentary Trust No. 2, Frank L. Burrell, III, as Trustee of the  
14 Frank L. Burrell 1937 Trust, and DOES 100 through 150, inclusive.

15 Cross-complaints allege as follows:

16 **THE PARTIES**

17 1. Cross-Complainants are informed and believe, and thereon allege, that Sang Bae  
18 Lee is an individual residing in Santa Clara County, California.

19 2. Cross-Complainants are informed and believe, and thereon allege, that Wells  
20 Fargo Bank, N.A. is the successor in interest to Bank of America, NT&SA, and is doing business  
21 in California. Cross-Complainants are informed and believe and thereon allege that Bank of  
22 America, NT&SA served as trustee of the F.L. Burrell Testamentary Trust No. 2 (the  
23 "Testamentary Trust") and that from about 1955 through 1987, the Testamentary Trust owned  
24 the Saratoga Village Shopping Center (the "Shopping Center") including the property located at  
25 14440 Big Basin Way, Saratoga, California (the "Property").

26 3. Cross-Complainants are informed and believe, and thereon allege, that Frank L.  
27 Burrell, III is the trustee of the Frank L. Burrell 1937 trust (the "Trust") and that since about 1987,  
28 the trust has owned the Shopping Center and the Property.

4. Cross-Complainants are ignorant of the true names and capacities of Cross-  
Defendants sued herein as Does 100 through 150, inclusive, and therefore sue these Cross-

1 Defendants by such fictitious names. Cross-Complainants will seek leave to amend this cross-  
2 complaint to allege their true names and capacities when the same have been ascertained.

3 5. Cross-Complainants are informed and believe, and thereon allege, that each of the  
4 Cross-Defendants sued herein is responsible in some manner for the occurrences herein alleged,  
5 and that Cross-Complainants' damages were caused by Cross-Defendants.

6 6. Cross-Complainants are informed and believe, and thereon allege, that at all times  
7 herein mentioned, each of the Cross-Defendants sued herein was the agent of each of the  
8 remaining Defendants or Cross-Defendants, and was, at all times, acting within the purpose and  
9 scope of such agency.

10 7. Cross-complainant Julia Zambetti, together with her husband, the late Peter  
11 Zambetti, did business as Hillview Cleaners on the Property during the period between about  
12 1955 and 1976. During this period, they leased the Property from the Testamentary Trust  
13 pursuant to leases with Bank of America, NT&SA, the trustee of the F.L. Burrell Testamentary  
14 Trust No. 2.

15 8. Effective February 1, 1976, Cross-Complainants Eugene Zambetti and Julia  
16 Zambetti entered into a written lease with Bank of America, NT&SA, as trustee for the F/L.  
17 Burrell Testamentary Trust No. 2, and continued to operate Hillview Cleaners on the Property  
18 through about April 1983.

19 9. In or about April 1983, Cross-Defendant Sang Bae Lee purchased Hillview  
20 Cleaners from the Zambettis. The Zambettis also assigned their rights under their lease with the  
21 Testamentary Trust to Lee.

22 10. After purchasing Hillview, Lee operated the business with the original equipment,  
23 later replacing the gaskets of the dry cleaning equipment and still later purchased a new dry  
24 cleaning machine. Lee has operated Hillview Cleaners since that time. Lee originally leased the  
25 property from the Testamentary Trust and then from the Trust.

26 11. Cross-Complainants are informed and believe that on September 4, 1996, the  
27 California Regional Water Quality Control Board for the San Francisco Bay Region  
28 ("RWQCB") sent a letter to ND Matheny, trustee of the Trust, informing him that the Santa

1 Clara Valley Water District had information indicating that up to 14,000 parts per billion ("ppb")  
2 of tetrachloroethane ("PCE") had been found at a temporary well location within ten feet of the  
3 eastern side of Hillview Cleaners. The RWQCB informed the Trust that "we believe that  
4 Hillview Cleaners may be the source of the pollution because of the type of chemicals found and  
5 the unusually high concentrations." The RWQCB requested that the Trust submit a technical  
6 report regarding chemical usage and related matters associated with the Property.

7 12. In response to that letter, on September 11, 1996, the Trust requested that Lee  
8 provide information regarding chemical usage and storage.

9 13. In about 2003, Lee retained SOMA Environmental Engineering, Inc. to conduct  
10 environmental testing on the Property. On July 29, 2003, the Santa Clara Valley Water District  
11 ("SCVWD"), at the request of the RWQCB, agreed to oversee the investigation and cleanup of  
12 the Property. The SCVWD required the Trust and Hillview Cleaners to conduct a site  
13 investigation and submit a report pursuant to Section 13267 of the California Water Code. The  
14 SCVWD approved a work plan for site investigations prepared by SOMA on behalf of Hillview  
15 Cleaners.

16 14. Testing was conducted in the fall of 2003. It confirmed the present of PCE in and  
17 about the Shopping Center. The SCVWD determined that additional site investigation will need  
18 to be conducted. In addition, some form of corrective action may be required at the Shopping  
19 Center.

20 15. On May 26, 2004, Frank L. Burrell, III, as Trustee of the Frank L. Burrell 1937  
21 Trust, filed a Complaint. The Complaint alleges, among other things, that the Zambettis are  
22 liable for damages caused by the alleged environmental contamination, including damages for  
23 diminution in value, investigation costs, mitigation costs and other damages. Cross-  
24 Complainants deny that they are liable for such damages. In the event Cross-Complainants  
25 ultimately establish that the Trust is entitled to any of the damages sought in the Complaint, such  
26 liability or resulting loss, including attorneys fees, would be the responsibility of parties other  
27 that these Cross-Complainants.

28 //

1 FIRST CAUSE OF ACTION

2 (Contribution or Indemnity Pursuant to Health & Safety Code § 25363)

3 [Against All Cross-Defendants]

4 16. Cross-Complainants reallege and incorporate by this reference the allegations  
5 contained in all preceding paragraphs.

6 17. Cross-Complainants are persons within the meaning of California Health &  
7 Safety Code § 25319, and have or will incur removal and remedial costs, under the Carpenter-  
8 Presley-Tanner Hazardous Substance Account Act ("California Superfund Law"), or the  
9 Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA," in  
10 response to the alleged releases and threatened releases of Hazardous Substances at and around  
11 the Property.

12 18. Cross-Complainants are informed and believe and on that basis allege that the soil  
13 and groundwater beneath the Shopping Center is contaminated with "Hazardous Substances" as  
14 defined by § 25316 of the California Health & Safety Code and section 101(14) of CERCLA, 42  
15 U.S.C. § 9601(14), including, but not limited to PCE.

16 19. The Shopping Center and the buildings, structures, and other equipment on it,  
17 constitute a "facility" as defined in 42 U.S.C. § 9601(9) (referred to hereinafter as the "Facility").

18 20. Section 107(a) of CERCLA, 42 U.S.C. 9607(a), provides that any person who is a  
19 current owner or who, at the time of disposal of any Hazardous Substances, owned or operated a  
20 facility at which Hazardous Substances were disposed of, from which there is a release or  
21 threatened release of the hazardous substance, is liable for the response costs incurred by any  
22 other person. Such persons are liable under the California Superfund Law, California Health &  
23 Safety Code §§ 25323.5(a) and 25363.

24 21. Cross-Defendants may be liable for the necessary costs of response and  
25 remedying the releases alleged herein because they are "persons" as defined by Section 107(a) of  
26 CERCLA, 42 U.S.C. § 9607(a), and (1) were owners of the Facility at the time of disposal of  
27 Hazardous Substances; (2) were operators of the Facility at the time of disposal of Hazardous  
28

1 Substances; (3) arranged for the disposal, treatment or transportation of Hazardous Substances;  
2 and/or (4) are the current owners of the Facility.

3 22. Cross-Complainants are informed and believe and on that basis allege that the  
4 Trust is the current owner of the Facility and that the Testamentary Trust is the prior owner of the  
5 Facility and that the spilling, leaking, pumping, pouring, emitting, emptying, discharging,  
6 injecting, escaping, leaching, dumping, or disposing of hazardous substances, which constitute  
7 "releases" of hazardous substances within the meaning of CERCLA section 101(22), 42 U.S.C. §  
8 9601(22) and California Health & Safety Code § 25320, occurred at the Facility during the time  
9 the Testamentary Trust or the Trust owned the property.

10 23. Cross-Complainants are informed and believe and on that basis allege that Lee  
11 owned or operated Hillview Cleaners during the period between about 1988 to the present time  
12 and that during this period Lee spilled, leaked, pumped, poured, emitted, emptied, discharged,  
13 injected, dumped, or disposed of Hazardous Substances, which constitute "releases" of hazardous  
14 substances within the meaning of CERCLA section 101(22), 42 U.S.C. § 9601(22) and  
15 California Health & Safety Code § 25320.

16 24. Cross-Complainants are informed and believe and on that basis allege that the  
17 leaking, spilling, leaching, and/or migration of Hazardous Substances at the Facility constitute  
18 "disposals" as defined by section 107(1) of CERCLA, 42 U.S.C. § 9607(a).

19 25. Cross-Complainants have or will incur necessary response costs consistent with  
20 the National Oil and Hazardous Substance Pollution Contingency Plan ("NCP"), 40 C.F.R. Part  
21 300, including costs to investigate the environmental conditions on the Property and to locate  
22 responsible parties. Cross-Complainants are entitled to recover said response costs from Cross-  
23 Defendants, and each of them, as liable parties in an amount according to proof at trial.

24 26. Cross-Defendants, and each of them, are liable for contribution and/or indemnity  
25 to Cross-Complainants for all response costs which Cross-Complainants have or will incur in the  
26 future including interest incurred and to be incurred. In the alternative, Cross-Defendants are  
27 liable for contribution for such response costs.

28 WHEREFORE, Cross-Complainants pray for relief as set forth herein.



1 SECOND CAUSE OF ACTION

2 (Nuisance)

3 [As Against All Defendants]

4 27. Cross-Complainants reallege and incorporate by this reference the allegations  
5 contained in all preceding paragraphs.

6 28. Cross-Complainants deny that they are liable for creating or maintaining a  
7 nuisance. However, if the trier of fact determines that the conditions constitute a nuisance, then  
8 Cross-Complainants allege, based on information and belief, that as defined and governed by  
9 California Civil Code § 3479, Lee created conditions at the Shopping Center which constitute a  
10 nuisance by causing or permitting the disposal of Hazardous Substances into the soil and  
11 groundwater on the Property. In addition, Lee and the Testamentary Trust and Trust failed to  
12 take the necessary steps to prevent, investigate, or remediate the nuisance.

13 29. If the trier of fact determines that a nuisance is continuing, then Cross-  
14 Complainants allege, based upon information and belief, that the environmental contamination  
15 existing at the Shopping Center is actually and practically abatable by reasonable measures and  
16 at reasonable expense.

17 30. If the trier of fact determines that a nuisance exists at the Shopping Center, then  
18 the Cross-Complainants allege, based on information and belief, that the nuisance at the  
19 Shopping Center has created a risk to human health and the environment. Said Cross-Defendants  
20 have failed to abate the nuisance.

21 31. As a direct and proximate result of said Cross-Defendants' activities, Cross-  
22 Complainants have incurred or will continue to incur damages in an amount subject to proof at  
23 trial. Cross-Complainants are entitled to recover these damages and if the trier of fact determines  
24 that the nuisance is continuing, are entitled to injunctive relief requiring said Cross-Defendants to  
25 abate the nuisance.

26 WHEREFORE, Cross-Complainants pray for relief as set forth herein.

27 //

28 //

1 THIRD CAUSE OF ACTION

2 (Trespass)

3 [Against All Cross-Defendants]

4 32. Cross-Complainants reallege and incorporate by this reference the allegations  
5 contained in all preceding paragraphs.

6 33. Cross-Complainants deny that the condition on the Property constitute a trespass.  
7 However, if the trier of fact determines that the conditions constitute a trespass, then Cross-  
8 Complainants allege, based on information and belief, that during and after their respective  
9 periods of ownership, use and/or occupation of the Property and adjacent properties, Cross-  
10 Defendants caused or permitted the disposal of Hazardous Substances in, on or under the  
11 Shopping Center. Further, said Cross-Defendants have failed to remove or remediate these  
12 Hazardous Substances. These Hazardous Substances have led to allegations of liability against  
13 Cross-Complainants by investigation and/or cleanup of contamination at the Shopping Center.

14 34. If the trier of fact determines that the trespass is continuing, then Cross-  
15 Complainants allege, based on information and belief, that the environmental contamination  
16 existing at the Shopping Center is actually and practicably abatable by reasonable measures and  
17 without unreasonable expense.

18 35. If the trier of fact determines that a trespass exists, then Cross-Complainants  
19 allege that as a proximate result of Cross-Defendants' conduct, Cross-Complainants have  
20 incurred or will incur damages in an amount to be proved at trial, and if the trier of fact  
21 determines that the trespass is continuing, Cross-Complainants are entitled to injunctive relief  
22 requiring Cross-Defendants to abate the trespass.

23 WHEREFORE, Cross-Complainants pray for relief as set forth herein.

24 FOURTH CAUSE OF ACTION

25 (For Injunctive And Other Appropriate Relief Under RCRA)

26 [Against All Cross-Defendants]

27 36. Cross-Complainants reallege and incorporate by this reference the allegations  
28 contained in all preceding paragraphs.

1           37.     The Shopping Center constitutes a "treatment, storage or disposal facility"  
2 ("TSDF") within the meaning and scope of RCRA, 42 U.S.C. § 6972(a)(1). Cross-Defendants  
3 constitute "persons" in accordance with 42 U.S.C. § 6903(15).

4           38.     The Hazardous Materials, including PCE and TCE, allegedly disposed of by Lee  
5 at the TSDF constitute "hazardous wastes" within the meaning of RCRA, 42 U.S.C. § 6903(5)  
6 (hereinafter "Hazardous Wastes") and "solid wastes" within the meaning of RCRA, 42 U.S.C. §  
7 6903(27) (hereinafter "Solid Wastes; collectively "Solid and Hazardous Wastes").

8           39.     During Lee's occupation of the Property, Lee contributed to the handling, storage,  
9 treatment, transportation and disposal of Solid and Hazardous Wastes on the TSDF which  
10 present, or may present, an imminent and substantial endangerment to health and/or the  
11 environment. The Testamentary Trust or Trust was an owner of the TSDF at the time of disposal  
12 and the Trust is a current owner of the TSDF.

13           40.     Cross-Defendants are jointly and severally liable under RCRA to take such action  
14 as may be appropriate to investigate and remediate the Sold and Hazardous Wastes in order to  
15 abate the imminent and substantial endangerment. In addition, Cross-Complainants seek an  
16 order requiring Defendants and/or Cross-Defendants to reimburse Cross-Complainants for costs  
17 of litigation including, but not limited to, reasonable attorney and expert witness fees.

18                               **FIFTH CAUSE OF ACTION**

19                               **Equitable Contribution)**

20                               **[As Against All Cross-Defendants]**

21           41.     Cross-Complainants reallege and incorporate by this reference the allegations  
22 contained in all preceding paragraphs.

23           42.     The wrongful acts of Cross-Defendants, and each of them, and their omissions  
24 directly and proximately contributed to the release of Hazardous Substances to the soil and  
25 groundwater of the Property and the spread of such contamination.

26           43.     Cross-Complainants are entitled to contribution from Cross-Defendants, and each  
27 of them, jointly and severally, in accordance with equitable principles, for Cross-Complainants'  
28 costs and damages related to such contamination.

1 WHEREFORE, plaintiffs pray for relief as set forth herein.

2 **SIXTH CAUSE OF ACTION**

3 **(Equitable Indemnity)**

4 **[Against All Cross-Defendants]**

5 44. Cross-Complainants reallege and incorporate by this reference the allegations  
6 contained in all preceding paragraphs.

7 45. The wrongful acts of Cross-Defendants and their omissions directly and  
8 proximately contributed to the release of Hazardous Substances to the soil and groundwater of  
9 the Property and to the spread of such contamination. Cross-Complainant denies that he caused  
10 any releases of Hazardous Substances.

11 46. Cross-Complainants are entitled to equitable indemnity from Cross-Defendants,  
12 and each of them, in accordance with equitable principles, for Cross-Complainants' costs and  
13 damages related to such contamination.

14 WHEREFORE, plaintiffs pray for relief as set forth herein.

15 **SEVENTH CAUSE OF ACTION**

16 **(Declaratory Relief)**

17 **[As Against All Cross-Defendants]**

18 47. Cross-Complainants reallege and incorporate by this reference the allegations  
19 contained in all preceding paragraphs.

20 48. An actual controversy exists between Cross-Complainants and Cross-Defendants  
21 in the Cross-Complainants contend, and said Cross-Defendants deny, that said Cross-Defendants  
22 have obligations and legal liabilities under California law governing the management, disposal  
23 and remediation of hazardous substances and hazardous waste and under other common law  
24 theories relating to environmental contamination and the disposal of Hazardous Substances and  
25 Hazardous Wastes at the Property. An actual controversy exists between Cross-Complainants  
26 and Cross-Defendants in that Cross-Complainants contend and Cross-Defendants deny that:

27 (a) Any liability of Cross-Complainants for damages alleged in the Complaint or  
28 Cross-Complaint in this case was caused, in whole or in part, by Cross-

Defendants herein:

- (b) Cross-Defendants herein shall be liable to indemnify Cross-Complainants for all or part of any liability Cross-Complainants have incurred or will incur as a result of environmental contamination on the Property pursuant to Health & Safety Code § 25363;
- (c) Cross-Defendants herein shall be liable to fully or partially indemnify Cross-Complainants under the principles of equitable indemnification or partial equitable indemnification for any damages Cross-Complainants have or will incur as a result of environmental contamination on the Property;
- (d) Cross-Defendants are obligated to abate the alleged nuisance, trespass, waste, and/or imminent and substantial endangerment.

49. Without a judicial declaration setting forth the parties' respective rights and obligations concerning these obligations and legal liabilities, a multiplicity of actions may result. Therefore, Cross-Complainants request a judicial determination of the rights and obligations of the parties with respect to the claims set out above.

WHEREFORE, Cross-Complainants pray for judgment against Cross-Defendants as follows:

**PRAYER**

1. For contribution or indemnity from Cross-Defendants for all response costs and other damages which Cross-Complainants have incurred or will incur according to proof at trial.
2. For compensatory damages against Cross-Defendants in an amount to be determined at trial;
3. For costs of suit, including reasonable attorneys' fees;
4. For a judicial declaration that Cross-Defendants are liable to Cross-Complainants for damages sustained by Cross-Complainants relating to the investigation or remediation of environmental contamination on the Property;

//

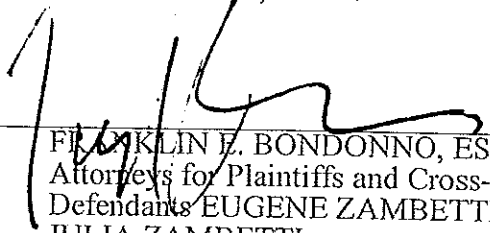
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- 1           5.       For injunctive relief requiring Cross-Defendants to abate the continuing nuisance,  
2 continuing trespass, waste and actual or threatened imminent and substantial endangerment; and  
3           6.       For such other and further relief as the Court deems just and proper.  
4

5 Dated: October 5, 2004

POPELKA ♦ ALLARD, A P.C.

By

  
FRANKLIN E. BONDONNO, ESQ.  
Attorneys for Plaintiffs and Cross-  
Defendants EUGENE ZAMBETTI and  
JULIA ZAMBETTI

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Case Name: BURRELL v. LEE, ET AL.  
Court: SANTA CLARA COUNTY SUPERIOR COURT  
Case No. 1-04-CV-020433  
Our File No. 30358-001

**PROOF OF SERVICE**

STATE OF CALIFORNIA }  
COUNTY OF SANTA CLARA } ss.

I am a citizen of the United States and a resident of the County of Santa Clara, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 160 West Santa Clara Street, Twelfth Floor, San Jose, CA 95113-1733.

On October 5, 2004, I served the document[s] described as:

**CROSS-COMPLAINT**

on the following person[s] in this action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

**ATTORNEYS FOR PLAINTIFFS**

Stevan C. Adelman/Joseph A. Scanlan, Jr.  
Miller, Morton, Caillat & Nevis  
25 Metro Drive, 7<sup>th</sup> Floor  
San Jose, CA 95110  
Phone: (408) 292-1765  
Fax: (408) 436-8272

**Attorneys for Defendant & Cross-Com.**  
**SANG BAE LEE dba HILLVIEW**  
**CLEANERS**

Albert M. Cohen  
Loeb & Loeb, LLP  
10100 Santa Monica Blvd., Suite 2200  
Los Angeles, CA 90067  
Phone: (310) 282-2228  
Fax: (310) 282-2200

☒ [BY MAIL] I caused such envelope[s] with postage thereon fully prepaid to be placed in the United States mail at San Jose, California.

☐ [BY PERSONAL SERVICE] I caused such envelope[s], as indicated above, to be delivered by hand this date to the offices of the addressee[s].

☐ [BY FACSIMILE] I caused such document[s] to be transmitted by facsimile on this date to the offices of addressee[s] and the facsimile machine complies with Rule 2003(3) of the California Rules of Court and was reported as complete and without error at the time specified on the transmission confirmation report and was properly issued by the transmitting facsimile machine operating at [408] 275-0814.

☐ [BY FEDERAL EXPRESS] I caused such envelope[s] with postage thereon fully prepaid to be placed for collection by Federal Express at San Jose, California.

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

☐ [FEDERAL] I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on October 5, 2004, at San Jose, California.

*Dianne E. Lee*  
DIANE E. LEE

# EXHIBIT I



9/7/04  
72

FRANKLIN E. BONDONNO, ESQ., State Bar No. 048937  
POPELKA ♦ ALLARD, A.P.C.  
160 West Santa Clara Street, 12<sup>th</sup> Floor  
San Jose, CA 95113-1733  
(408) 298-6611  
(408) 275-0814 facsimile

Attorneys for Defendant  
EUGENE ZAMBETTI

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF SANTA CLARA

FRANK . BURRELL, III, as Trustee of the  
Frank L. Burrell 1937 Trust,

Plaintiff,

v.

SANG BAE LEE, individually, and doing  
business as HILLVIEW CLEANERS;  
EUGENE ZAMBETTI; JULIA ZAMBETTI;  
WELLS FARGO BANK, N.A., successor to  
BANK OF AMERICA, NT&SA; and DOES 1  
through 100, inclusive,

Defendants.

No. 1-04-CV-020433

DEFENDANT EUGENE ZAMBETTI'S  
RESPONSE TO PLAINTIFF'S FORM  
INTERROGATORIES, SET ONE

Complaint filed May 26, 2004  
Unlimited Jurisdiction

PROPOUNDING PARTY: Plaintiff FRANK BURRELL, III as Trustee of the Frank L.  
Burrell 1937 Trust

RESPONDING PARTY: Defendant, EUGENE ZAMBETTI

SET NUMBER: ONE

COMES NOW, Defendant, EUGENE ZAMBETTI, and hereby responds to the  
interrogatories served by Plaintiff FRANK BURRELL, III as Trustee of the Frank L. Burrell  
1937 Trust, pursuant to Section 2033 of the Code of Civil Procedure as follows:

**INTRODUCTORY STATEMENT AND OBJECTIONS**

These responses are made solely for the purpose of this action, and not for the purpose of

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1 any other action, including any other action pending between some or all of the parties hereto.  
2 Each answer is subject to all objections as to competence, relevance, materiality, propriety and  
3 admissibility, and any and all other objections and grounds which would require the exclusion of  
4 any other statement herein if the Interrogatories were asked of, or any statements contained  
5 herein were made by, a witness present and testifying in Court, all of which objections and  
6 grounds are reserved and may be interposed at time of trial.

7 1. Responding Party has not completed discovery, the investigation of the facts,  
8 witnesses or documents, the analysis of available information, or the preparation for Arbitration  
9 or trial in this case. Responding Party reserves the right to supplement or amend these  
10 Responses in the event that any facts, documents, or other evidence may be subsequently  
11 discovered.

12 2. These Responses are made without prejudice to Responding Party's right to  
13 introduce facts, documents, witnesses, or other evidence that may be subsequently discovered.

14 3. These Responses are made without prejudice to Responding Party's right to  
15 supplement or amend these Responses in the event that any information previously available to  
16 Responding Party may have been omitted by oversight, inadvertence, or good faith error or  
17 mistake.

18 4. Except for the facts explicitly stated herein, no incidental or implied admissions  
19 are intended.

20 5. Responding Party expressly reserves:

21 5.1 All objections regarding the competency, relevance, materiality, probative  
22 value and admissibility of all information provided, documents produced and the  
23 contents thereof;

24 5.2 All objections as to vagueness, ambiguity, unintelligibility and  
25 overbreadth; and

26 5.3 All objections as to attorney-client privilege and attorney work product.

27 5.4 All objections as to privacy and confidentiality.

28 6. Nothing herein shall be construed as an admission by Responding Party regarding

1 the admissibility or relevance of any fact or document or of the truth or accuracy of any  
2 characterization contained in Propounding Party's discovery requests.

3 7. These Responses are signed by counsel only as to the objections set forth in the  
4 responses. Responding Party specifically claims the attorney-client privilege and/or the attorney-  
5 work product privilege as to each and every Response set forth herein.

6 8. The fact that part or all of any discovery request has been answered should not be  
7 construed to be a waiver of any objection to any discovery request.

8 **RESPONSES TO FORM INTERROGATORIES**

9 **Interrogatory No. 1.1:** State the name, address, telephone number, and relationship to  
10 you of each person who prepared or assisted in the preparation of the responses to these  
11 interrogatories. (Do not identify anyone who simply typed or reproduced the responses.)

12 **RESPONSE:**

13 The person preparing these responses is myself with the help of my attorney,  
14 Franklin E. Bondonno.

15 **Interrogatory No. 2.1:** State:

- 16 (a) your name;  
17 (b) every name you have used in the past;  
18 (c) the dates you used each name.

19 **RESPONSE:**

- 20 (a) Eugene Zambetti  
21 (b) Only name ever used stated above  
22 (c) N/A

23 **Interrogatory No. 2.2:** State the date and place of your birth.

24 **RESPONSE:**

25 March 12, 1947, San Jose, California.

26 **Interrogatory No. 2.5:** State:

- 27 (a) your present residence address;  
28 (b) your residence addresses for the last five years;

1 (c) the dates you lived at each address.

2 **RESPONSE:**

3 (a) 14575 Oak Street, Saratoga, California 95070

4 (b) 14645 Big Basin Way, Saratoga, California 95070

5 (c) Resided at Oak Street 2002-2004

6 Resided at Big Basin Way 1999-2001

7 **Interrogatory No. 2.11:** At the time of the incident were you acting as an agent or  
8 employee for any person? If so, state:

9 (a) the name, address, and telephone number of that person;

10 (b) a description of your duties.

11 **RESPONSE:** I was an employee of Hillview Cleaners that was owned by my parents,  
12 Peter and Julia Zambetti. I also became the co-owner of the cleaners when my father retired.

13 **Interrogatory No. 2.12:** At the time of the incident, did you or any other person have  
14 any physical, emotional, or mental disability or condition that may have contributed to the  
15 occurrence of the incident? If so, for each person state:

16 (a) the name, address, and telephone number;

17 (b) the nature of the disability or condition;

18 (c) the manner in which the disability or condition contributed to the occurrence of  
19 the incident.

20 **RESPONSE:** No

21 **Interrogatory No. 4.1:** At the time of the incident, was there in effect any policy of  
22 insurance through which you were or might be insured in any manner (for example, primary, pro-  
23 rata, or excess liability coverage or medical expense coverage) for the damages, claims, or  
24 actions that have arisen out of the incident? If so, for each policy state:

25 (a) the kind of coverage;

26 (b) the name and address of the insurance company;

27 (c) the name, address, and telephone number of each named insured;

28 (d) the policy number;

(e) the limits of coverage for each type of coverage contained in the policy;

1 (f) whether any reservation of rights or controversy or coverage dispute exists  
2 between you and the insurance company;

3 (g) the name, address, and telephone number of the custodian of the policy.

4 **RESPONSE:**

5 (a) Comprehensive General Liability

6 (b) Fireman's Fund Insurance Company

7 (c) Peter and Julia Zambetti dba Hillview Cleaners

8 (d) 105-03-140511

9 (e)

10 (f) reservation of rights

11 (g) Dan Abbey of Saratoga Insurance. Currently working at Bill Tubbs Insurance  
12 Agency, Campbell, CA 95008.

13 **Interrogatory No. 4.2:** Are you self-insured under any statute for the damages, claims,  
14 or actions that have arisen out of the incident? If so, specify the statute.

15 **RESPONSE:** No.

16 **Interrogatory No. 12.1:** State the name, address, and telephone number of each  
17 individual:

18 (a) who witnessed the incident or the events occurring immediately before or after the  
19 incident;

20 (b) who made any statement at the scene of the incident;

21 (c) who heard any statements made about the incident by any individual at the scene;

22 (d) who you or anyone acting on your behalf claim has knowledge of the incident  
(except for expert witnesses covered by Code of Civil Procedure §2034).

23 **RESPONSE:**

24 (a) There were many employees that may have witnessed sudden and accidental spills  
25 of chemicals, however, all have passed away except for Rose Weiner who has  
26 already been deposed in this matter.

27 (b)-(d) Please see response (a).

28 **Interrogatory No. 12.2:** Have you or anyone acting on your behalf interviewed any  
individual concerning the incident? If so, for each individual state:

- 1 (a) the name, address, and telephone number of the individual interviewed;  
2 (b) the date of the interview;  
3 (c) the name, address, and telephone number of the person who conducted the  
4 interview.

5 **RESPONSE:**

- 6 (a)-(c) As previously stated, Rose Weiner has been deposed in regards to this matter. The  
7 transcript of Ms. Weiner's deposition reflects all information being requested by  
8 this interrogatory.

9 **Interrogatory No. 12.3:** Have you or anyone acting on your behalf obtained a written or  
10 recorded statement from any individual concerning the incident? If so, for each statement state:

- 11 (a) the name, address, and telephone number of the individual from whom the  
12 statement was obtained;  
13 (b) the name, address, and telephone number of the individual who obtained the  
14 statement;  
15 (c) the date the statement was obtained;  
16 (d) the name, address, and telephone number of each person who has the original  
17 statement or a copy.

18 **RESPONSE:** Please see response to Interrogatory No. 12.2.

19 **Interrogatory No. 12.4:** Do you or anyone acting on your behalf know of any  
20 photographs, films, or videotapes depicting any place, object, or individual concerning the  
21 incident or plaintiff's injuries? If so, state:

- 22 (a) the number of photographs or feet of film or videotape;  
23 (b) the places, objects, or persons photographed, filmed, or videotaped;  
24 (c) the date the photographs, films, or videotapes were taken;  
25 (d) the name, address, and telephone number of the individual taking the  
26 photographs, films, or videotapes; and  
27 (e) the name, address, and telephone number of each person who has the original or a  
28 copy of the photographs, films, or videotapes.

**RESPONSE:** No.

**Interrogatory No. 12.5:** Do you or anyone acting on your behalf know of any diagram,  
reproduction, or model of any place or thing (except for items developed by expert witnesses

covered by Code of Civil Procedure, §2034) concerning the incident? If so, for each item state:

- (a) the type (i.e. diagram, reproduction, or model);
- (b) the subject matter;
- (c) the name, address, and telephone number of each person who has it.

**RESPONSE:** No.

**Interrogatory No. 12.6:** Was a report made by any person concerning the incident? If so, state:

- (a) the name, title, identification number, and employer of the person who made the report;
- (b) the date and type of report made;
- (c) the name, address, and telephone number of the person for whom the report was made; and
- (d) the name, address, and telephone number of each person who has the original or a copy of the report.

**RESPONSE:** No.

**Interrogatory No. 12.7:** Have you or anyone acting on your behalf inspected the scene of the incident? If so, for each inspection state:

- (a) the name, address, and telephone number of the individual making the inspection (except for expert witnesses covered by Code of Civil Procedure, §2034);
- (b) the date of the inspection.

**RESPONSE:** No.

**Interrogatory No. 13.1:** Have you or anyone acting on your behalf conducted surveillance of any individual involved in the incident or any party to this action? If so, for each surveillance state:

- (a) the name, address, and telephone number of the individual or party;
- (b) the time, date, and place of the surveillance;
- (c) the name, address, and telephone number of the individual who conducted the surveillance; and
- (d) the name, address, and telephone number of each person who has the original or a copy of any surveillance photograph, film, or videotape.

**RESPONSE:** No.

1           **Interrogatory No. 13.2:** Has a written report been prepared on the surveillance? If so,  
2 for each written report state:

- 3           (a)     the title;
- 4           (b)     the date;
- 5           (c)     the name, address, and telephone number of the individual who prepared the  
6                   report;
- 7           (d)     the name, address, and telephone number of each person who has the original or a  
8                   copy.

8           **RESPONSE:** N/A

9           **Interrogatory No. 14.1:** Do you or anyone acting on your behalf contend that any  
10 person involved in the incident violated any statute, ordinance, or regulation and that the  
11 violation was a legal (proximate) cause of the incident? If so, identify the name, address, and  
12 telephone number of each person and the statute, ordinance, or regulation that was violated.

13           **RESPONSE:** No

14           **Interrogatory No. 14.2:** Was any person cited or charged with a violation of any statute,  
15 ordinance, or regulation as a result of this incident? If so, for each person state:

- 16           (a)     the name, address, and telephone number of the person;
- 17           (b)     the statute, ordinance, or regulation allegedly violated;
- 18           (c)     whether the person entered a plea in response to the citation or charge and, if so,  
19                   the plea entered;
- 20           (d)     the name and address of the court or administrative agency, names of the parties,  
21                   and case number.

21           **RESPONSE:** N/A

22           **Interrogatory No. 15.1:** Identify each denial of a material allegation and each special or  
23 affirmative defense in your pleadings and for each:

- 24           (a)     state all facts upon which you base the denial or special or affirmative defense;
- 25           (b)     state the names, addresses, and telephone numbers of all persons who have  
26                   knowledge of those facts;
- 27           (c)     identify all documents and other tangible things which support your denial or  
28                   special or affirmative defense, and state the name, address, and telephone number  
                of the person who has each document.



1 **RESPONSE:**

2 Defendant objects to this request on grounds that it is overbroad, burdensome and  
3 oppressive; is vague and ambiguous as to be unintelligible; violates the attorney-client and work  
4 product privileges, and impermissibly calls for the production/disclosure of confidential and  
5 proprietary information in violation of the responding parties' constitutionally and statutorily  
6 guaranteed rights. Without waiving this objection, Defendant responds that discovery is  
7 continuing. Defendant reserves the right to supplement this response as discovery progresses.

8 **Interrogatory No. 50.1:** For each agreement alleged in the pleadings:

- 9 (a) identify each document that is part of the agreement and for each state the name,  
10 address, and telephone number of each person who has the document;  
11 (b) state each part of the agreement not in writing, the name, address, and telephone  
12 number of each person agreeing to that provision, and the date that part of the  
13 agreement was made;  
14 (c) identify all documents that evidence any part of the agreement not in writing and  
15 for each state the name, address, and telephone number of each person who has  
16 the document;  
17 (d) identify all documents that are part of any modification to the agreement, and for  
18 each state the name, address, and telephone number of each person who has the  
19 document;  
20 (e) state each modification not in writing, the date, and the name, address, and  
21 telephone number of each person agreeing to the modification, and the date the  
22 modification was made;  
23 (f) identify all documents that evidence any modification of the agreement not in  
24 writing and for each state the name, address, and telephone number of each person  
25 who has the document.

26 **RESPONSE:** Defendant objects to this request on grounds that it is overbroad,  
27 burdensome and oppressive; is vague and ambiguous as to be unintelligible; violates the  
28 attorney-client and work product privileges, and impermissibly calls for the  
production/disclosure of confidential and proprietary information in violation of the responding  
parties' constitutionally and statutorily guaranteed rights. Without waiving this objection  
Defendant responds that Plaintiff alleges agreements in the pleadings and has attached said  
agreements as exhibits to the complaint. At this time Defendant knows of no other information  
responsive to this request but notes that discovery is continuing and reserves the right to  
supplement this response as discovery continues and information becomes available.

1           **Interrogatory No. 50.2:** Was there a breach of any agreement alleged in the pleadings?  
2 If so, for each breach describe and give the date of every act or omission that you claim is the  
3 breach of the agreement.

4           **RESPONSE:** Defendant objects to this request on grounds that it is overbroad,  
5 burdensome and oppressive; is vague and ambiguous as to be unintelligible; violates the  
6 attorney-client and work product privileges, and impermissibly calls for the  
7 production/disclosure of confidential and proprietary information in violation of the responding  
8 parties' constitutionally and statutorily guaranteed rights. Without waiving this objection,  
9 Defendant responds that discovery is continuing. Defendant reserves the right to supplement this  
10 response as discovery continues and information becomes available

11           **Interrogatory No. 50.3:** Was performance of any agreement alleged in the pleadings  
12 excused? If so, identify each agreement excused and state why performance was excused.

13           **RESPONSE:** Defendant objects to this request on grounds that it is overbroad,  
14 burdensome and oppressive; is vague and ambiguous as to be unintelligible; violates the  
15 attorney-client and work product privileges, and impermissibly calls for the  
16 production/disclosure of confidential and proprietary information in violation of the responding  
17 parties' constitutionally and statutorily guaranteed rights. Without waiving this objection,  
18 Defendant responds that discovery is continuing. Defendant reserves the right to supplement this  
19 response as discovery continues and information becomes available

20           **Interrogatory No. 50.4:** Was any agreement alleged in the pleadings terminated by  
21 mutual agreement, release accord and satisfaction, or novation? If so, identify each agreement  
22 terminated, the date of termination, and the basis of the termination.

23           **RESPONSE:** Defendant objects to this request on grounds that it is overbroad,  
24 burdensome and oppressive; is vague and ambiguous as to be unintelligible; violates the  
25 attorney-client and work product privileges, and impermissibly calls for the  
26 production/disclosure of confidential and proprietary information in violation of the responding  
27 parties' constitutionally and statutorily guaranteed rights. Without waiving this objection,  
28 Defendant responds that discovery is continuing. Defendant reserves the right to supplement this

1 response as discovery continues and information becomes available

2 **Interrogatory No. 50.5:** Is any agreement alleged in the pleadings unenforceable? If so,  
3 identify each unenforceable agreement and state why it is unenforceable.

4 **RESPONSE:** Defendant objects to this request on grounds that it is overbroad,  
5 burdensome and oppressive; is vague and ambiguous as to be unintelligible; violates the  
6 attorney-client and work product privileges, and impermissibly calls for the  
7 production/disclosure of confidential and proprietary information in violation of the responding  
8 parties' constitutionally and statutorily guaranteed rights. Without waiving this objection,  
9 Defendant responds that discovery is continuing. Defendant reserves the right to supplement this  
10 response as discovery continues and information becomes available

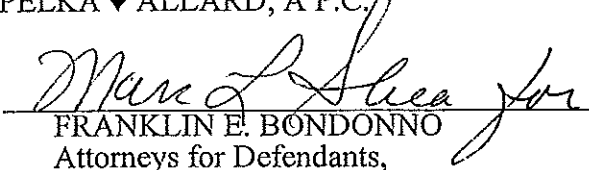
11 **Interrogatory No. 50.6:** Is any agreement alleged in the pleadings ambiguous? If so,  
12 identify each ambiguous agreement and state why it is ambiguous.

13 **RESPONSE:** Defendant objects to this request on grounds that it is overbroad,  
14 burdensome and oppressive; is vague and ambiguous as to be unintelligible; violates the  
15 attorney-client and work product privileges, and impermissibly calls for the  
16 production/disclosure of confidential and proprietary information in violation of the responding  
17 parties' constitutionally and statutorily guaranteed rights. Without waiving this objection,  
18 Defendant responds that discovery is continuing. Defendant reserves the right to supplement this  
19 response as discovery continues and information becomes available

20  
21  
22 DATED: September 7, 2004

POPELKA ♦ ALLARD, A P.C.

23  
24 By

  
FRANKLIN E. BONDONNO  
Attorneys for Defendants,  
EUGENE ZAMBETTI and  
JULIA ZAMBETTI

25  
26  
27 Y:\zambetti\discovery\resp frogs eugene 1.wpd

1 Burrell v. Zambetti  
2 Santa Clara County Superior Court  
3 Case No. 1-04-CV-020433

4 VERIFICATION

5 I, the undersigned, declare as follows:

6 Document: Responses to Form Interrogatories, Set One


7 [ X ] I am a party to this action. I have read the foregoing document and know its  
8 contents. The matters stated in it are true of my own knowledge except as to those  
9 matters which are stated on information and belief, and as to those matters, I  
10 believe them to be true.

11 [ ] I am [ ] an Officer [ ] a Partner [ ] a[n] \_\_\_\_\_ of \_\_\_\_\_, a  
12 party to this action, and am authorized to make this verification for and on its  
13 behalf, and I make this verification for that reason. I have read the foregoing  
14 document and know its contents. The matters stated in it are true of my own  
15 knowledge except as to those matters which are stated on information and belief,  
16 and as to those matters, I believe them to be true.

17 [ ] I am one of the attorneys for \_\_\_\_\_, a party to this action.  
18 Such party is absent from the county aforesaid where such attorneys have their  
19 offices, and I make this verification for and on behalf of that party for that reason.  
20 I have read the foregoing document and know its contents. I am informed and  
21 believe and on that ground allege that the matters stated in it are true.

22 Executed on September 7, 2004, at San Jose, California.

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

25   
26 Eugene Zambetti

1 Case Name: BURRELL V. LEE  
2 Court: SANTA CLARA COUNTY SUPERIOR COURT  
3 Case No. 1-04-CV-020433  
4 Our File No. 30358-001

5 **PROOF OF SERVICE**

6 STATE OF CALIFORNIA }  
7 COUNTY OF SANTA CLARA } ss.

8 I am a citizen of the United States and a resident of the County of Santa Clara,  
9 State of California; I am over the age of eighteen years and not a party to the within  
10 action; my business address is 160 West Santa Clara Street, Twelfth Floor, San Jose,  
11 CA 95113-1733.

12 On September 7, 2004, I served the document[s] described as:

13 **DEFENDANT EUGENE ZAMBETTI'S RESPONSES TO FORM**  
14 **INTERROGATORIES, SET ONE FROM FRANK BRRELL, III**  
15 **as Trustee of the Frank L. Burrell 1937 Trust**

16 on the following person[s] in this action by placing a true copy thereof enclosed in a  
17 sealed envelope addressed as follows:

18 Attorneys for Plaintiff BURRELL  
19 Stevan C. Adelman, Esq.  
20 Joseph A. Scanlan, Jr., Esq.  
21 MILLER, MORTON, CAILLAT &  
22 NEVIS  
23 25 Metro Drive, 7<sup>th</sup> Floor  
24 San Jose, CA 95110  
25 [408] 292-1765 Telephone  
26 [408] 436-8272 FAX

Attorneys for Defendant SANG BAE LEE  
Albert Cohen, Esq.  
LOEB & LOEB, LLP  
10100 Santa Monica Blvd., #2200  
Los Angeles, CA 90067  
(310) 282-2228

27 [X] [BY MAIL] I caused such envelope[s] with postage thereon fully prepaid to be placed in the United States  
28 mail at San Jose, California.

[ ] [BY PERSONAL SERVICE] I caused such envelope[s], as indicated above, to be delivered by hand this  
date to the offices of the addressee[s].

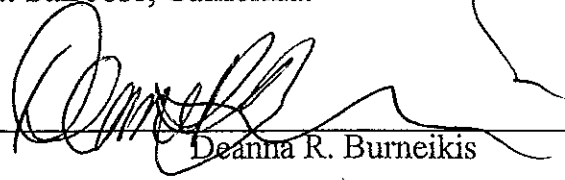
[ ] [BY FACSIMILE] I caused such document[s] to be transmitted by facsimile on this date to the offices of  
addressee[s] and the facsimile machine complies with Rule 2003(3) of the California Rules of Court and  
was reported as complete and without error at the time specified on the transmission confirmation report  
and was properly issued by the transmitting facsimile machine operating at [408] 275-0814.

[ ] [BY FEDERAL EXPRESS] I caused such envelope[s] with postage thereon fully prepaid to be placed for  
collection by Federal Express at San Jose, California.

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

[ ] [FEDERAL] I declare that I am employed in the office of a member of the bar of this court at whose  
direction the service was made.

Executed on September 7, 2004, at San Jose, California.

  
Deanna R. Burneikis

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# EXHIBIT J

9/7/04  
# 2

FRANKLIN E. BONDONNO, ESQ., State Bar No. 048937  
**POPELKA ♦ ALLARD, A.P.C.**  
160 West Santa Clara Street, 12<sup>th</sup> Floor  
San Jose, CA 95113-1733  
(408) 298-6611  
(408) 275-0814 facsimile

Attorneys for Defendant  
JULIA ZAMBETTI

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF SANTA CLARA

FRANK . BURRELL, III, as Trustee of the  
Frank L. Burrell 1937 Trust,

Plaintiff,

v.

SANG BAE LEE, individually, and doing  
business as HILLVIEW CLEANERS;  
EUGENE ZAMBETTI; JULIA ZAMBETTI;  
WELLS FARGO BANK, N.A., successor to  
BANK OF AMERICA, NT&SA; and DOES 1  
through 100, inclusive,

Defendants.

No. 1-04-CV-020433

DEFENDANT JULIA ZAMBETTI'S  
RESPONSE TO PLAINTIFF'S FORM  
INTERROGATORIES, SET ONE

Complaint filed May 26, 2004  
Unlimited Jurisdiction

PROPOUNDING PARTY: Plaintiff FRANK BURRELL, III as Trustee of the Frank L.  
Burrell 1937 Trust

RESPONDING PARTY: Defendant, JULIA ZAMBETTI

SET NUMBER: ONE

COMES NOW, Defendant, JULIA ZAMBETTI, and hereby responds to the  
interrogatories served by Plaintiff FRANK BURRELL, III as Trustee of the Frank L. Burrell  
1937 Trust, pursuant to Section 2033 of the Code of Civil Procedure as follows:

**INTRODUCTORY STATEMENT AND OBJECTIONS**

These responses are made solely for the purpose of this action, and not for the purpose of



1 any other action, including any other action pending between some or all of the parties hereto.  
2 Each answer is subject to all objections as to competence, relevance, materiality, propriety and  
3 admissibility, and any and all other objections and grounds which would require the exclusion of  
4 any other statement herein if the Interrogatories were asked of, or any statements contained  
5 herein were made by, a witness present and testifying in Court, all of which objections and  
6 grounds are reserved and may be interposed at time of trial.

7 1. Responding Party has not completed discovery, the investigation of the facts,  
8 witnesses or documents, the analysis of available information, or the preparation for Arbitration  
9 or trial in this case. Responding Party reserves the right to supplement or amend these  
10 Responses in the event that any facts, documents, or other evidence may be subsequently  
11 discovered.

12 2. These Responses are made without prejudice to Responding Party's right to  
13 introduce facts, documents, witnesses, or other evidence that may be subsequently discovered.

14 3. These Responses are made without prejudice to Responding Party's right to  
15 supplement or amend these Responses in the event that any information previously available to  
16 Responding Party may have been omitted by oversight, inadvertence, or good faith error or  
17 mistake.

18 4. Except for the facts explicitly stated herein, no incidental or implied admissions  
19 are intended.

20 5. Responding Party expressly reserves:

21 5.1 All objections regarding the competency, relevance, materiality, probative  
22 value and admissibility of all information provided, documents produced and the  
23 contents thereof;

24 5.2 All objections as to vagueness, ambiguity, unintelligibility and  
25 overbreadth; and

26 5.3 All objections as to attorney-client privilege and attorney work product.

27 5.4 All objections as to privacy and confidentiality.

28 6. Nothing herein shall be construed as an admission by Responding Party regarding

1 the admissibility or relevance of any fact or document or of the truth or accuracy of any  
2 characterization contained in Propounding Party's discovery requests.

3 7. These Responses are signed by counsel only as to the objections set forth in the  
4 responses. Responding Party specifically claims the attorney-client privilege and/or the attorney-  
5 work product privilege as to each and every Response set forth herein.

6 8. The fact that part or all of any discovery request has been answered should not be  
7 construed to be a waiver of any objection to any discovery request.

8 **RESPONSES TO FORM INTERROGATORIES**

9 **Interrogatory No. 1.1:** State the name, address, telephone number, and relationship to  
10 you of each person who prepared or assisted in the preparation of the responses to these  
11 interrogatories. (Do not identify anyone who simply typed or reproduced the responses.)

12 **RESPONSE:**

13 Julia Zambetti is 93 years old and in poor health and has a poor memory. She is living in  
14 a retirement home with 24-hour assisted care. I, Eugene Zambetti, have answered these  
15 questions for her, as she is unable to remember any specific details regarding the chemicals  
16 and/or any spills that may have occurred at the Hillview Dry Cleaners. I questioned her on  
17 August 10<sup>th</sup>, 14<sup>th</sup>, and 21<sup>st</sup> regarding these questions and other than the questions regarding basic  
18 knowledge, such as her name and address, she was unable to respond. I, Eugene Zambetti, also  
19 have power of attorney to make all decisions for Julia Zambetti regarding financial and health  
20 matters. My attorney, Franklin E. Bondonno, also assisted with these responses.

21 **Interrogatory No. 2.1:** State:

- 22 (a) your name;  
23 (b) every name you have used in the past;  
24 (c) the dates you used each name.

25 **RESPONSE:**

- 26 (a) Julia M. Zambetti  
27 (b)-(c) Julia Marie Zambetti unknown  
28 Julia Marie Venezia 1911-1935

1 Interrogatory No. 2.2: State the date and place of your birth.

2 RESPONSE:

3 March 4, 1911, Pelham, New York

4 Interrogatory No. 2.5: State:

- 5 (a) your present residence address;
- 6 (b) your residence addresses for the last five years;
- 7 (c) the dates you lived at each address.

8 RESPONSE:

- 9 (a) Villa Fontana Retirement Home, 555 Prospect Road, Suite 156, San Jose, CA
- 10 95129
- 11 (b) 13920 Loquat Court, Saratoga, CA 95070
- 12 (c) Resided at Loquat Court 2001-2002
- 13 Reside at Retirement Home 2002-present

14 Interrogatory No. 2.11: At the time of the incident were you acting as an agent or

15 employee for any person? If so, state:

- 16 (a) the name, address, and telephone number of that person;
- 17 (b) a description of your duties.

18 RESPONSE: I was the owner of the Hillview Dry Cleaners from 1955-1976 with my

19 husband Peter Zambetti. From 1978-1983 I owned the Hillview Dry cleaners with my son,

20 Eugene Zambetti.

21 Interrogatory No. 2.12: At the time of the incident, did you or any other person have

22 any physical, emotional, or mental disability or condition that may have contributed to

23 the occurrence of the incident? If so, for each person state:

- 24 (a) the name, address, and telephone number;
- 25 (b) the nature of the disability or condition;
- 26 (c) the manner in which the disability or condition contributed to the occurrence of
- 27 the incident.

28 RESPONSE: No

Interrogatory No. 4.1: At the time of the incident, was there in effect any policy of

1 insurance through which you were or might be insured in any manner (for example, primary, pro-  
2 rata, or excess liability coverage or medical expense coverage) for the damages, claims, or  
3 actions that have arisen out of the incident? If so, for each policy state:

- 4 (a) the kind of coverage;
- 5 (b) the name and address of the insurance company;
- 6 (c) the name, address, and telephone number of each named insured;
- 7 (d) the policy number;
- 8 (e) the limits of coverage for each type of coverage contained in the policy;
- 9 (f) whether any reservation of rights or controversy or coverage dispute exists  
10 between you and the insurance company;
- 11 (g) the name, address, and telephone number of the custodian of the policy.

12 **RESPONSE:**

- 13 (a) Comprehensive General Liability
- 14 (b) Fireman's Fund Insurance Company
- 15 (c) Peter and Julia Zambetti dba Hillview Cleaners.
- 16 (d) 105-03-140511
- 17 (e)
- 18 (f) reservation of rights
- 19 (g) Dan Abbey of Saratoga Insurance. Currently working at Bill Tubbs Insurance  
20 Agency, Campbell, CA 95008.

21 **Interrogatory No. 4.2:** Are you self-insured under any statute for the damages, claims,  
22 or actions that have arisen out of the incident? If so, specify the statute.

23 **RESPONSE:** No.

24 **Interrogatory No. 12.1:** State the name, address, and telephone number of each  
25 individual:

- 26 (a) who witnessed the incident or the events occurring immediately before or after the  
incident;
- 27 (b) who made any statement at the scene of the incident;
- 28 (c) who heard any statements made about the incident by any individual at the scene;

- 1 (d) who you or anyone acting on your behalf claim has knowledge of the incident  
2 (except for expert witnesses covered by Code of Civil Procedure §2034).

3 **RESPONSE:**

- 4 (a) There were many employees that may have witnessed sudden and accidental spills  
5 of chemicals, however, all have passed away except for Rose Weiner who has  
6 already been deposed in this matter.

- 7 (b)-(d) Please see response (a).

8 **Interrogatory No. 12.2:** Have you or anyone acting on your behalf interviewed any  
9 individual concerning the incident? If so, for each individual state:

- 10 (a) the name, address, and telephone number of the individual interviewed;  
11 (b) the date of the interview;  
12 (c) the name, address, and telephone number of the person who conducted the  
13 interview.

14 **RESPONSE:**

- 15 (a)-(c) As previously stated, Rose Weiner has been deposed in regards to this matter. The  
16 transcript of Ms. Weiner's deposition reflects all information being requested by  
17 this interrogatory.

18 **Interrogatory No. 12.3:** Have you or anyone acting on your behalf obtained a written or  
19 recorded statement from any individual concerning the incident? If so, for each statement state:

- 20 (a) the name, address, and telephone number of the individual from whom the  
21 statement was obtained;  
22 (b) the name, address, and telephone number of the individual who obtained the  
23 statement;  
24 (c) the date the statement was obtained;  
25 (d) the name, address, and telephone number of each person who has the original  
26 statement or a copy.

27 **RESPONSE:** Please see response to Interrogatory No. 12.2.

28 **Interrogatory No. 12.4:** Do you or anyone acting on your behalf know of any  
photographs, films, or videotapes depicting any place, object, or individual concerning the  
incident or plaintiff's injuries? If so, state:

- (a) the number of photographs or feet of film or videotape;

- (b) the places, objects, or persons photographed, filmed, or videotaped;
- (c) the date the photographs, films, or videotapes were taken;
- (d) the name, address, and telephone number of the individual taking the photographs, films, or videotapes; and
- (e) the name, address, and telephone number of each person who has the original or a copy of the photographs, films, or videotapes.

**RESPONSE:** No.

**Interrogatory No. 12.5:** Do you or anyone acting on your behalf know of any diagram, reproduction, or model of any place or thing (except for items developed by expert witnesses covered by Code of Civil Procedure, §2034) concerning the incident? If so, for each item state:

- (a) the type (i.e. diagram, reproduction, or model);
- (b) the subject matter;
- (c) the name, address, and telephone number of each person who has it.

**RESPONSE:** No.

**Interrogatory No. 12.6:** Was a report made by any person concerning the incident? If so, state:

- (a) the name, title, identification number, and employer of the person who made the report;
- (b) the date and type of report made;
- (c) the name, address, and telephone number of the person for whom the report was made; and
- (d) the name, address, and telephone number of each person who has the original or a copy of the report.

**RESPONSE:** No.

**Interrogatory No. 12.7:** Have you or anyone acting on your behalf inspected the scene of the incident? If so, for each inspection state:

- (a) the name, address, and telephone number of the individual making the inspection (except for expert witnesses covered by Code of Civil Procedure, §2034);
- (b) the date of the inspection.

**RESPONSE:** No.

**Interrogatory No. 13.1:** Have you or anyone acting on your behalf conducted

1 surveillance of any individual involved in the incident or any party to this action? If so, for each  
2 surveillance state:

- 3 (a) the name, address, and telephone number of the individual or party;
- 4 (b) the time, date, and place of the surveillance;
- 5 (c) the name, address, and telephone number of the individual who conducted the  
6 surveillance; and
- 7 (d) the name, address, and telephone number of each person who has the original or a  
7 copy of any surveillance photograph, film, or videotape.

8 **RESPONSE:** No.

9 **Interrogatory No. 13.2:** Has a written report been prepared on the surveillance? If so,  
10 for each written report state:

- 11 (a) the title;
- 12 (b) the date;
- 13 (c) the name, address, and telephone number of the individual who prepared the  
14 report;
- 15 (d) the name, address, and telephone number of each person who has the original or a  
15 copy.

16 **RESPONSE:** N/A

17 **Interrogatory No. 14.1:** Do you or anyone acting on your behalf contend that any  
18 person involved in the incident violated any statute, ordinance, or regulation and that the  
19 violation was a legal (proximate) cause of the incident? If so, identify the name, address, and  
20 telephone number of each person and the statute, ordinance, or regulation that was violated.

21 **RESPONSE:** No

22 **Interrogatory No. 14.2:** Was any person cited or charged with a violation of any statute,  
23 ordinance, or regulation as a result of this incident? If so, for each person state:

- 24 (a) the name, address, and telephone number of the person;
- 25 (b) the statute, ordinance, or regulation allegedly violated;
- 26 (c) whether the person entered a plea in response to the citation or charge and, if so,  
27 the plea entered;
- 28 (d) the name and address of the court or administrative agency, names of the parties,  
and case number.

1           **RESPONSE:** N/A

2           **Interrogatory No. 15.1:** Identify each denial of a material allegation and each special or  
3 affirmative defense in your pleadings and for each:

- 4           (a)     state all facts upon which you base the denial or special or affirmative defense;
- 5           (b)     state the names, addresses, and telephone numbers of all persons who have  
6 knowledge of those facts;
- 7           (c)     identify all documents and other tangible things which support your denial or  
8 special or affirmative defense, and state the name, address, and telephone number  
9 of the person who has each document.

10          **RESPONSE:**

11           Defendant objects to this request on grounds that it is overbroad, burdensome and  
12 oppressive; is vague and ambiguous as to be unintelligible; violates the attorney-client and work  
13 product privileges, and impermissibly calls for the production/disclosure of confidential and  
14 proprietary information in violation of the responding parties' constitutionally and statutorily  
15 guaranteed rights. Without waiving this objection, Defendant responds that discovery is  
16 continuing. Defendant reserves the right to supplement this response as discovery progresses.

17          **Interrogatory No. 50.1:** For each agreement alleged in the pleadings:

- 18           (a)     identify each document that is part of the agreement and for each state the name,  
19 address, and telephone number of each person who has the document;
- 20           (b)     state each part of the agreement not in writing, the name, address, and telephone  
21 number of each person agreeing to that provision, and the date that part of the  
22 agreement was made;
- 23           (c)     identify all documents that evidence any part of the agreement not in writing and  
24 for each state the name, address, and telephone number of each person who has  
25 the document;
- 26           (d)     identify all documents that are part of any modification to the agreement, and for  
27 each state the name, address, and telephone number of each person who has the  
28 document;
- 29           (e)     state each modification not in writing, the date, and the name, address, and  
30 telephone number of each person agreeing to the modification, and the date the  
31 modification was made;
- 32           (f)     identify all documents that evidence any modification of the agreement not in  
33 writing and for each state the name, address, and telephone number of each person  
34 who has the document.

35          **RESPONSE:** Defendant objects to this request on grounds that it is overbroad,



1 burdensome and oppressive; is vague and ambiguous as to be unintelligible; violates the  
2 attorney-client and work product privileges, and impermissibly calls for the  
3 production/disclosure of confidential and proprietary information in violation of the responding  
4 parties' constitutionally and statutorily guaranteed rights. Without waiving this objection  
5 Defendant responds that Plaintiff alleges agreements in the pleadings and has attached said  
6 agreements as exhibits to the complaint. At this time Defendant knows of no other information  
7 responsive to this request but notes that discovery is continuing and reserves the right to  
8 supplement this response as discovery continues and information becomes available.

9  
10 **Interrogatory No. 50.2:** Was there a breach of any agreement alleged in the pleadings?  
11 If so, for each breach describe and give the date of every act or omission that you claim is the  
12 breach of the agreement.

13 **RESPONSE:** Defendant objects to this request on grounds that it is overbroad,  
14 burdensome and oppressive; is vague and ambiguous as to be unintelligible; violates the  
15 attorney-client and work product privileges, and impermissibly calls for the  
16 production/disclosure of confidential and proprietary information in violation of the responding  
17 parties' constitutionally and statutorily guaranteed rights. Without waiving this objection,  
18 Defendant responds that discovery is continuing. Defendant reserves the right to supplement this  
19 response as discovery continues and information becomes available

20 **Interrogatory No. 50.3:** Was performance of any agreement alleged in the pleadings  
21 excused? If so, identify each agreement excused and state why performance was excused.

22 **RESPONSE:** Defendant objects to this request on grounds that it is overbroad,  
23 burdensome and oppressive; is vague and ambiguous as to be unintelligible; violates the  
24 attorney-client and work product privileges, and impermissibly calls for the  
25 production/disclosure of confidential and proprietary information in violation of the responding  
26 parties' constitutionally and statutorily guaranteed rights. Without waiving this objection,  
27 Defendant responds that discovery is continuing. Defendant reserves the right to supplement this  
28 response as discovery continues and information becomes available

1           **Interrogatory No. 50.4:** Was any agreement alleged in the pleadings terminated by  
2 mutual agreement, release accord and satisfaction, or novation? If so, identify each agreement  
3 terminated, the date of termination, and the basis of the termination.

4           **RESPONSE:** Defendant objects to this request on grounds that it is overbroad,  
5 burdensome and oppressive; is vague and ambiguous as to be unintelligible; violates the  
6 attorney-client and work product privileges, and impermissibly calls for the  
7 production/disclosure of confidential and proprietary information in violation of the responding  
8 parties' constitutionally and statutorily guaranteed rights. Without waiving this objection,  
9 Defendant responds that discovery is continuing. Defendant reserves the right to supplement this  
10 response as discovery continues and information becomes available

11           **Interrogatory No. 50.5:** Is any agreement alleged in the pleadings unenforceable? If so,  
12 identify each unenforceable agreement and state why it is unenforceable.

13           **RESPONSE:** Defendant objects to this request on grounds that it is overbroad,  
14 burdensome and oppressive; is vague and ambiguous as to be unintelligible; violates the  
15 attorney-client and work product privileges, and impermissibly calls for the  
16 production/disclosure of confidential and proprietary information in violation of the responding  
17 parties' constitutionally and statutorily guaranteed rights. Without waiving this objection,  
18 Defendant responds that discovery is continuing. Defendant reserves the right to supplement this  
19 response as discovery continues and information becomes available

20           **Interrogatory No. 50.6:** Is any agreement alleged in the pleadings ambiguous? If so,  
21 identify each ambiguous agreement and state why it is ambiguous.

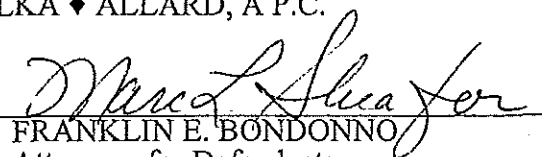
22           **RESPONSE:** Defendant objects to this request on grounds that it is overbroad,  
23 burdensome and oppressive; is vague and ambiguous as to be unintelligible; violates the  
24 attorney-client and work product privileges, and impermissibly calls for the  
25 production/disclosure of confidential and proprietary information in violation of the responding  
26 parties' constitutionally and statutorily guaranteed rights. Without waiving this objection,  
27 Defendant responds that discovery is continuing. Defendant reserves the right to supplement this  
28 response as discovery continues and information becomes available

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DATED: September 7, 2004

POPELKA ♦ ALLARD, A P.C.

By



FRANKLIN E. BONDONNO  
Attorneys for Defendants,  
EUGENE ZAMBETTI and  
JULIA ZAMBETTI

Y:\z\zambetti\discovery\resp frogs julia 1.wpd

1 Burrell v. Zambetti  
2 Santa Clara County Superior Court  
3 Case No. 1-04-CV-020433

4 VERIFICATION

5 I, the undersigned, declare as follows:

6 Document: Responses to Form Interrogatories, Set One

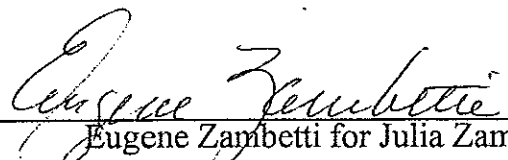
7 [ X ] I am a party to this action. I have read the foregoing document and know its  
8 contents. The matters stated in it are true of my own knowledge except as to those  
9 matters which are stated on information and belief, and as to those matters, I  
10 believe them to be true.

11 [ ] I am [ ] an Officer [ ] a Partner [ ] a[n] \_\_\_\_\_ of \_\_\_\_\_, a  
12 party to this action, and am authorized to make this verification for and on its  
13 behalf, and I make this verification for that reason. I have read the foregoing  
14 document and know its contents. The matters stated in it are true of my own  
15 knowledge except as to those matters which are stated on information and belief,  
16 and as to those matters, I believe them to be true.

17 [ ] I am one of the attorneys for \_\_\_\_\_, a party to this action.  
18 Such party is absent from the county aforesaid where such attorneys have their  
19 offices, and I make this verification for and on behalf of that party for that reason.  
20 I have read the foregoing document and know its contents. I am informed and  
21 believe and on that ground allege that the matters stated in it are true.

22 Executed on September 7, 2004, at San Jose, California.

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

25   
26 Eugene Zambetti for Julia Zambetti

Case Name: BURRELL V. LEE  
Court: SANTA CLARA COUNTY SUPERIOR COURT  
Case No. 1-04-CV-020433  
Our File No. 30358-001

PROOF OF SERVICE

STATE OF CALIFORNIA }  
COUNTY OF SANTA CLARA } ss.

I am a citizen of the United States and a resident of the County of Santa Clara, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 160 West Santa Clara Street, Twelfth Floor, San Jose, CA 95113-1733.

On September 7, 2004, I served the document[s] described as:

**DEFENDANT JULIA ZAMBETTI'S RESPONSES TO FORM  
INTERROGATORIES, SET ONE FROM FRANK BRRELL, III  
as Trustee of the Frank L. Burrell 1937 Trust**

on the following person[s] in this action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Attorneys for Plaintiff BURRELL  
Stevan C. Adelman, Esq.  
Joseph A. Scanlan, Jr., Esq.  
MILLER, MORTON, CAILLAT &  
NEVIS  
25 Metro Drive, 7<sup>th</sup> Floor  
San Jose, CA 95110  
[408] 292-1765 Telephone  
[408] 436-8272 FAX

Attorneys for Defendant SANG BAE LEE  
Albert Cohen, Esq.  
LOEB & LOEB, LLP  
10100 Santa Monica Blvd., #2200  
Los Angeles, CA 90067  
(310) 282-2228

☒ [BY MAIL] I caused such envelope[s] with postage thereon fully prepaid to be placed in the United States mail at San Jose, California.

☐ [BY PERSONAL SERVICE] I caused such envelope[s], as indicated above, to be delivered by hand this date to the offices of the addressee[s].

☐ [BY FACSIMILE] I caused such document[s] to be transmitted by facsimile on this date to the offices of addressee[s] and the facsimile machine complies with Rule 2003(3) of the California Rules of Court and was reported as complete and without error at the time specified on the transmission confirmation report and was properly issued by the transmitting facsimile machine operating at [408] 275-0814.

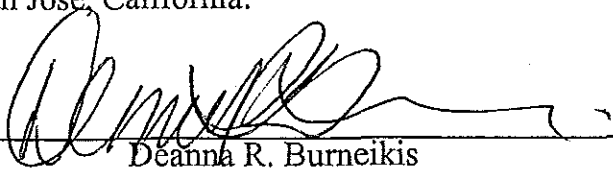
☐ [BY FEDERAL EXPRESS] I caused such envelope[s] with postage thereon fully prepaid to be placed for collection by Federal Express at San Jose, California.

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

☐ [FEDERAL] I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

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Executed on September 7, 2004, at San Jose, California.

  
\_\_\_\_\_  
Deanna R. Burneikis

**EXHIBIT K**

DEPOSITION OF  
EUGENE ZAMBETTI, VOLUME I

Taken on March 8, 2011

FRANK L. BURRELL, III -VS- SANG BAE LEE, ET AL.

PAGE 1 TO PAGE 76

CONDENSED TRANSCRIPT

*Advantage Reporting*

*ARS*

*Services, LLC*

1083 Lincoln Ave.  
San Jose, CA 95125  
Phone 408-920-0222  
Fax 408-920-0188



FRANK L. BURRELL, III, as  
Trustee of the Frank L.  
Burrell 1937 Trust,  
Plaintiff,

vs.

No. 104-CV-020433

SANG BAE LEE, individually  
and doing business as HILLVIEW  
CLEANERS, EUGENE ZAMBETTI;  
JULIA ZAMBETTI, et al.,

Defendants.

DEPOSITION OF EUGENE ZAMBETTI  
VOLUME I  
(Pages 1 to 76)

Date: Tuesday, March 8, 2011

Time: 10:10 a.m.

Location: MILLER, MORTON, CAILLAT & NEVIS, LLP  
25 Metro Drive  
7th Floor  
San Jose, CA 95110

Reported by: Gina Minnis  
CSR No. 11996

#38909

A P P E A R A N C E S:

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& BERMAN LLP  
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(310) 481-7600

and DIEMER, WHITMAN & CARDOSI, LLP  
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For Wells Fargo Bank: BERLINER COHEN  
BY: KARA L. ARGUELLO, ESQ.  
Ten Almaden Boulevard  
11th Floor  
San Jose, CA 95113  
(408) 286-5800

(Continued on next page.)

---o0o---

1 A P P E A R A N C E S:

2 For Sang Lee: ARCHER NORRIS  
BY: PETER W. McGAW, ESQ.  
3 2033 North Main Street  
Suite 800  
4 Walnut Creek, CA 94596  
(925) 930-6600

5  
6 Also Present: FRANK BURRELL  
7 SANG LEE  
BENJAMIN LEE

8  
9 The Reporter: ADVANTAGE REPORTING SERVICES  
10 BY: GINA MINNIS, CSR 11996  
1083 Lincoln Avenue  
11 San Jose, CA 95125  
(408) 920-0222

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1       What the foundation is I don't know but --

2               MR. WOOD: We have been sending him copies  
3 of reports from our consultants and been giving  
4 him our opinions, and I don't want him trying to  
5 respond to something like that and clearly is  
6 going to be a legal issue in this case and is also  
7 information that he gets from his lawyers. I mean,  
8 I think pretty much every piece of information he  
9 has about this case comes from his lawyers.

10              MR. SCANLAN: I'll withdraw that question.

11              MR. WOOD: But you're welcome to ask him about  
12 spills or anything he knows about.

13 BY MR. SCANLAN:

14 **Q I would like to ask you about spills. Are you**  
15 **aware of any spills of Perc that occurred at**  
16 **Hillview Cleaners?**

17 **A I'm familiar --**

18              MR. WOOD: Yes or no.

19              THE WITNESS: Yes.

20 BY MR. SCANLAN:

21 **Q What are you familiar with in that regard?**

22 **A An incident -- I was not present at the time --**  
23 **delivery of chemicals and the delivery to the**  
24 **dry-cleaning machine and putting the material in**  
25 **the dry-cleaning machine, the solvent. I was told**

1       that someone had hit the hose and also that the on  
2       and off switch of the nozzle didn't turn off and  
3       solvent had come out of the tank and got onto the  
4       baskets of clothes, and I arrived there, and there  
5       was the person delivering the solvent, and one of  
6       the workers was cleaning it up. I don't know how  
7       much, but, I mean, it was more than -- you know, I  
8       don't know how much it was.

9       Q Let me get just a little bit more information  
10      and we'll go and look at that in greater deal.

11               Are there other spills you are familiar  
12      with?

13      A One other incident in the back alleyway where  
14      the store was burglarized in the -- my recollection  
15      in the early, early '70s where the intruder --

16               MR. WOOD: He's not asking you about the  
17      incident yet.

18               THE WITNESS: All right. All right.

19      BY MR. SCANLAN:

20      Q So there was a spill associated with that  
21      burglary?

22      A I believe so, yes.

23      Q Where did the spill occur?

24      A Outside the building in the alleyway in the  
25      rear.

1 Q How close to the back door?

2 A Within probably right outside the back --  
3 there's two back doors. Outside the far west back  
4 door.

5 Q Within how many feet of the door would you say  
6 it was?

7 A I don't know. I would say three feet.

8 Q All right.

9 A I think there's more to it, though.

10 Q What more do you think there was?

11 A It was a break-in attempt.

12 MR. WOOD: Are you saying there was more  
13 to the incident that he hadn't asked you about  
14 yet?

15 THE WITNESS: Yet.

16 MR. WOOD: Then let's let him ask it. You  
17 don't have to narrate it for us at this point.

18 BY MR. SCANLAN:

19 Q Is it your belief whoever attempted to break in  
20 caused or created the spill of Perc?

21 A Yes.

22 Q What do you believe the mechanism was?

23 A The 30-gallon barrel, 40-gallon barrel was put  
24 on top of an empty 52-gallon barrel, and the  
25 person was able to climb up on top of that and

1       **break the transom window, gain access to the dry**  
2       **cleaners and the barrel was kicked off as he entered**  
3       **in.**

4               MR. WOOD:   Smaller barrel?

5               THE WITNESS:   A smaller barrel, yes.

6       BY MR. SCANLAN:

7       **Q   And this is the one with the filtered goo in**  
8       **it?**

9               MR. WOOD:   Do you know what was in that  
10       smaller barrel?

11              THE WITNESS:   I have no idea what was in  
12       the smaller barrel.   It could have been fresh  
13       dry-cleaning fluid but you know . . .

14              MR. WOOD:   When you say could, you don't  
15       know.   Right?

16              THE WITNESS:   Yeah.   I have no idea.   I  
17       don't know what's in there.

18              MR. WOOD:   That's the answer.

19              THE WITNESS:   What was in there spilled  
20       out.

21       BY MR. SCANLAN:

22       **Q   Early '70s this occurred.   Was a police report**  
23       **filed, do you recall?**

24       **A   The sheriff's report, I assume so, yes.   I assume**  
25       **that there was.**

1 MR. WOOD: You are not supposed to assume.

2 THE WITNESS: Okay. I don't know if  
3 there's a police report filed. Well, yeah. Yeah.  
4 Police report was filed to get the insurance  
5 company to pay for the window.

6 BY MR. SCANLAN:

7 Q Okay. What was done to clean up the product or  
8 the contents of the barrel that was turned over?

9 A I don't know. I wasn't there to clean it up.  
10 I did not clean it up.

11 Q Do you know who did clean it up?

12 A My father.

13 MR. WOOD: How do you know there was a spill?

14 THE WITNESS: Well, I was told actually.  
15 I saw the barrel down there and saw something but  
16 I was -- I wasn't there at the scene and I wasn't  
17 the one that discovered it. I wasn't -- I was not  
18 the discovery person of the burglary or of the  
19 container that was on the walkway in the back.

20 BY MR. SCANLAN:

21 Q Aside from the two spills that you have  
22 reported, the one that you associate with the  
23 burglary and the one that is associated with the  
24 filling of the machine, are there any other spills  
25 that you are aware of?



1 A No.

2 Q Do you recall that an insurance claim was made  
3 in connection with the burglary in the early '70s?

4 A I believe so, yes.

5 Q Let's go back to that first spill that you  
6 recounted, the one where the nozzle is in the  
7 machine and someone kicked the hose as you heard  
8 it.

9 A Or a malfunction of the nozzle.

10 Q Did you ever hear who allegedly kicked the hose?

11 A No.

12 Q You indicated that there may have been a problem  
13 with the on and off switch on the hose. Do you  
14 know whether the mechanism -- the hose becoming  
15 disconnected from the machine was caused by that  
16 on/off switch kicking off and --

17 A I don't know.

18 Q Do you know the name of the company that was  
19 delivering the Perc when this event occurred?

20 A No.

21 Q When did this occur approximately?

22 A In the early '70s to the best of my memory.

23 Q Do you know how the spill that occurred when  
24 the hose came out of the machine was cleaned up?

25 A It was cleaned up with -- well, how it was

1       **cleaned up was --**

2               MR. WOOD:   Don't assume.

3               THE WITNESS:   Yeah.   There was clothing in  
4       baskets that were prepared to be dry cleaned and  
5       the majority of it went on these clothes and the  
6       rest of it was picked up with towels and cleaning --  
7       yeah -- you know, cleaning towels they would use  
8       on the floor to get dust, and then they were put  
9       back -- things were dry cleaned.   I mean, in other  
10      words, you didn't let it lay on the floor.

11      BY MR. SCANLAN:

12      **Q   Do you recall whether at the time this occurred**  
13      **anyone at Hillview Cleaners made a demand on the**  
14      **company that was delivering the cleaning fluid to**  
15      **become involved in cleaning the floor?**

16      **A   Demand, what do you mean "demand"?**

17      **Q   Maybe it was their defective nozzle that caused**  
18      **this, but you have a store with fluid all over, and**  
19      **I'm wondering if anyone to your knowledge went back**  
20      **to them and said this is your fault.   You clean it**  
21      **up.**

22              MR. WOOD:   Objection.   That assumes facts  
23      not in evidence.   It's compound.   Can you rephrase  
24      it?

25              MR. SCANLAN:   Sure.   Let me have the

1 I, GINA MINNIS, C.S.R. #11996, a Certified  
2 Shorthand Reporter in and for the State of  
3 California, do hereby certify:

4 That prior to being examined, the witness  
5 named in the foregoing deposition was by me duly  
6 sworn to testify the truth, the whole truth, and  
7 nothing but the truth.

8 That said deposition was taken before me at  
9 the time and place set forth and was taken down by  
10 me in shorthand and thereafter reduced to  
11 computerized transcription under my direction and  
12 supervision, and I hereby certify the foregoing  
13 deposition is a full, true and correct transcript  
14 of my shorthand notes so taken.

15 I further certify that I am neither counsel  
16 for nor related to any party to said action nor  
17 anyway interested in the outcome thereof.

18 IN WITNESS WHEREOF, I have hereunto  
19 subscribed my name this day of  
20 , 2011.

21  
22  
23 Gina Minnis  
24 Certified Shorthand Reporter  
25 No. 11996

EXHIBIT L

1 SUPERIOR COURT OF THE STATE OF CALIFORNIA

2 COUNTY OF SANTA CLARA

3 --o0o--

4  
5 FRANK L. BURRELL, III, as Trustee of the )  
Frank L. Burrell 1937 Trust, )

6 )  
Plaintiff, )

7 )  
v. )

8 )  
SANG BAE LEE, individually, and doing )  
9 business as HILLVIEW CLEANERS; )

EUGENE ZAMBETTI; ESTATE OF JULIA )

10 ZAMBETTI, Deceased; WELLS )

FARGO BANK, N.A., successor to )

11 BANK OF AMERICA, NT&SA; and DOES )

1 through 100 inclusive, )

12 )  
Defendants. )

13 \_\_\_\_\_ )  
AND RELATED CROSS-ACTIONS )

14 \_\_\_\_\_ )

15  
16  
17 Case No. 104-CV-020433

18 DEPOSITION OF PETER N. ZAMBETTI

19 Taken in Behalf of the Plaintiff

20  
21  
22 October 17, 2014

23  
24 Reported By:  
Jeris Clark

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The deposition of PETER N. ZAMBETTI was  
taken before Jeris Clark, RMR, CSR, CRR, on October 17,  
2014, commencing at the hour of 9:00 a.m., in a conference  
room of Teach Reporting, 1500 S.W. First Avenue, Ste. 985,  
in the City of Portland, County of Multnomah, State of  
Oregon.

--o0o--

1 APPEARANCES:  
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20 Estate of Peter Zambetti,  
and Peter N. Zambetti  
21  
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San Jose, CA 95113  
24 408-971-6270  
Counsel for Defendants Eugene Zambetti  
25 and Julia Zambetti

1 Q. Okay. How was the waterproofing done?

2 A. Waterproofing --

3 MR. MACASINAG: Vague.

4 BY MR. TILL:

5 Q. Yes.

6 A. It's done outside.

7 Q. Where, approximately, was that done?

8 A. Oh, let's see. There is this door here.

9 Well, this cabinet right here. It was outside. It was out  
10 here and there was a cabinet with a lock on it and we had  
11 one or I think two crocks there that had waterproofing  
12 material in it. Liquid material. And I don't remember --  
13 I think we -- I think it had solvent in it, too. I don't  
14 remember just what else we put in.

15 And then we would take those clothes and we  
16 would waterproof 'em and wring 'em out and take 'em in and  
17 put 'em in the solvent reclaimer.

18 Q. And that was done inside that cabinet that's  
19 in the back?

20 A. Well, the cabinet had the crocks and we took  
21 'em there and just wrang 'em out by hand so we didn't have  
22 to carry the clothes with all the waterproofing in 'em, and  
23 then we took 'em and put 'em in the reclaimer to dry and  
24 finish getting -- you know, getting the wrinkles out and  
25 stuff, and then we would hang 'em up and give 'em to the



1       whoever was gonna do the -- do the finish. The presser or  
2       the ironer or whoever. I mean, the silk finisher or  
3       whatever.

4               Q.    Okay.

5               MR. MACASINAG:  It's been about an hour.  Why  
6       don't we take a break.

7               MR. TILL:  Okay.

8               (OFF RECORD FROM 11:18 A.M. TO 11:30 A.M.)

9       BY MR. TILL:

10              Q.    Okay.  So if you could just write here  
11       waterproofing and put an arrow there, that would be great.

12              (EXHIBIT 4, COLOR PHOTOCOPY OF BACK AREA; NO BATES)

13              Q.    So, Mr. Zambetti, this was a picture that was  
14       taken in the back.  Does that look like the cabinet that  
15       you're talking about?

16              A.    No.  No.

17              Q.    Okay.  Can you describe the cabinet that  
18       you're discussing where the --

19              A.    It was nothing like this one.  It was just a  
20       small cabinet with a lid that came up and a lock on it.  
21       They were all locked.  We kept 'em locked with lock and  
22       key.  So this has nothing to do with it.  That picture's no  
23       good.

24              Q.    Okay.  Well, okay, that's fine.  There was no  
25       cabinet like this when --

1 misstates prior testimony.

2 A. I don't know.

3 Q. Okay. Was --

4 A. I don't recall anything.

5 Q. Can you describe for me on the waterproofing,  
6 the crocks that you used to do the waterproofing?

7 A. No.

8 MR. MACASINAG: Objection, vague.

9 BY MR. TILL:

10 Q. Can you describe --

11 A. I don't understand what you're trying to get  
12 to.

13 Q. Well, I'm --

14 A. Rephrase your question so we can understand  
15 it, Mr. Till.

16 Q. You said that you used crocks for  
17 waterproofing, correct?

18 A. Yes.

19 Q. Okay. So my question to you is, is can you  
20 describe the crocks? How big were they?

21 A. They were 5-gallon crocks.

22 Q. And when you say a crock, what is that? Were  
23 they --

24 A. They're a -- Well, let's see. You know what  
25 that is? That's like a crock.

1 Q. What?

2 A. That that plant's in.

3 Q. What were you pointing at?

4 A. The thing the plant's planted in. They're  
5 just a -- they're just a --

6 Q. So was it a ceramic?

7 A. Ceramic. Yeah. That's what I'm looking for.  
8 Just a ceramic thing.

9 Q. And did they have a lid on them?

10 A. Yes.

11 Q. Okay. And you indicated earlier that you  
12 believe that that had the waterproofing material and  
13 solvent in it, correct?

14 A. Yeah.

15 Q. And by "solvent," you mean PCE, correct?

16 A. As far as I know.

17 Q. Were there any other sinks? So I'm not going  
18 to introduce this as an exhibit necessarily. But there is  
19 a utility sink here. Was there a utility sink --

20 A. No.

21 Q. -- at all?

22 A. No.

23 Q. Ever?

24 A. No.

25 MR. MACASINAG: Why don't you go ahead and

1 (As a matter of firm policy, the records of this transcript  
2 will be destroyed five years from the date appearing on the  
3 following certificate, unless notice is received otherwise  
4 from any party or counsel hereof.)

5 I, Jeris Clark, a Certified Shorthand Reporter for the  
6 States of Oregon and Washington, do hereby certify that  
7 PETER N. ZAMBETTI, appeared before me as mentioned in the  
8 caption herein; that the witness was first duly sworn on  
9 oath, and examined upon oral interrogatories propounded by  
10 counsel; that said examination, together with the testimony  
11 of said witness, was taken down by me in stenotype and  
12 thereafter reduced to print; and, that the foregoing  
13 transcript, Pages 1 to 214, inclusive, constitutes a full,  
14 true and accurate record of said examination of and  
15 testimony given by said witness, and of all other oral  
16 proceedings had during the taking of said proceedings, and  
17 of the whole thereof.

18 This witness at the time of their statement did  
19 request the right to review.

20 Witness my hand and CSR seal at Portland, Oregon, this  
21 23rd day of October, 2014.

22  
23 \_\_\_\_\_  
24 Jeris Clark  
25 Certified Shorthand Reporter  
OR CSR Certificate No. 90-0009 Exp. 3-31-17  
WA CCR Certificate No. 29906



Brendan V. Mullan  
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January 3, 2018

**BY E-MAIL AND US MAIL**

Mr. Bruce H. Wolfe (bwolfe@waterboards.ca.gov)  
Mr. David Barr (dbarr@waterboards.ca.gov)  
San Francisco Bay Regional  
Water Quality Control Board  
1515 Clay Street, Suite 1400  
Oakland, California 94612

Re: Tentative Order (Site Cleanup Requirements) - Hillview Cleaners Site

Dear Mr. Wolfe and Mr. Barr:

I write in response to the Tentative Order (Site Cleanup Requirements) issued by the California Regional Water Quality Control Board San Francisco Bay Region on November 16, 2017 for the Hillview Cleaners Site located at 14440 Big Basin Way in Saratoga. Crowell & Moring LLP is coverage counsel for Fireman's Fund Insurance Company and represents the Estate of Peter Zambetti, Deceased and the Estate of Julia Zambetti, Deceased (collectively, the "Estates") in *Burrell v. Lee, et al.*, Case No. 104-CV-020433 (Cal. Super. Ct., Santa Clara Cty.) (the "Lawsuit"). As you know, the parties are working with mediator Timothy Gallagher to resolve that matter and the contamination at the Site.

I object to the Tentative Order. First, the Tentative Order purports to require Peter and Julia Zambetti to undertake certain actions in connection with remediating the contamination at the Site, but Peter and Julia are deceased and cannot participate in remediation efforts. Further, Fireman's Fund, as Peter's and Julia's insurer, cannot be ordered to undertake cleanup obligations that they might have if they were still alive. Thus, Peter and Julia should not be named as dischargers ordered to cleanup and abate the Site. Second, the Tentative Order incorrectly alleges that there is substantial evidence that Peter and Julia discharged pollutants at the Site. In fact, there is no such evidence and that statement in the order should therefore be stricken. Both points are discussed further below.

First, Peter and Julia are deceased and therefore cannot be ordered to remediate the Site. The Tentative Order as drafted is therefore unenforceable.

Mr. Bruce Wolfe  
Mr. David Barr  
January 3, 2018

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The Board does not have any power to impose an order on the Estates or Fireman's Fund as the insurer of Peter and Julia. Any cleanup order is unenforceable against Fireman's Fund because the Board does not have any statutory or other authority to order a person's insurer to undertake cleanup obligations. Fireman's Fund issued three liability policies to Peter and Julia that cover "damages," which the California Supreme Court has held is limited to "money ordered by a court."<sup>1</sup> Nor is the Board the holder of a judgment entitled to bring a direct action in court against the judgment debtor's insurer under Cal. Ins. Code § 11580. Last, no allegation is made that Fireman's Fund ever owned the Burrell Property, ever conducted operations at Hillview Cleaners, or contributed to the contamination at the Site. Therefore, there is no basis for the Board to order Fireman's Fund to undertake any cleanup efforts.

The fact that Fireman's Fund is defending the Estates in the Lawsuit does not change the analysis. The plaintiff's claims against the Estates in the Lawsuit are brought pursuant to Probate Code §§ 550, *et seq.*, which allow a claimant to bring an action in court against a "decendent that was protected by insurance" (here, Peter and Julia) and to recover a judgment under that insurance without the need to join the decedent's personal representative as a party.<sup>2</sup> The claim is brought against fictional "estates," with the claimant being required to serve the summons on the decedent's insurer.<sup>3</sup> Nothing in these provisions of the Probate Code allow a governmental agency to seek to impose obligations directly on a deceased alleged discharger's insurer through a non-judicial administrative proceeding like the one at issue here.

---

<sup>1</sup> *Certain Underwriters at Lloyd's of London v. Superior Court* ("Powerine P"), 24 Cal.4th 945, 961 (1990) (emphasis deleted).

<sup>2</sup> See Cal. Probate Code § 550(a) ("an action to establish the decedent's liability for which the decedent was protected by insurance may be commenced or continued against the decedent's estate without the need to join as a party the decedent's personal representative or successor in interest"); *Cal. Dep't of Toxic Substances Control v. Interstate Non-Ferrous Corp.*, 298 F. Supp.2d 930, 949 (E.D. Cal. 2003) (the suit "technically proceeds against the estate to determine liability, but any such liability is imposed only upon the insurance companies and only up to the amount of any applicable insurance.")

<sup>3</sup> See Cal. Probate Code § 552(a) ("An action under this chapter shall name as the defendant, 'Estate of (name of decedent), Deceased.' Summons shall be served on a person designated in writing by the insurer or, if none, on the insurer. Further proceedings shall be in the name of the estate, but otherwise shall be conducted in the same manner as if the action were against the personal representative.").

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Accordingly, the Board should not identify Peter and Julia as dischargers obligated to clean up the Site because the order would be unenforceable against them, their “estates” established under Probate Code §§ 550, *et seq.*, or Fireman’s Fund.

Further, the Tentative Order names Peter and Julia as dischargers based on the allegation that there is “substantial evidence that they discharged pollutants to soil and groundwater at the Site including the use of PCE during operation of the dry cleaner, the presence of PCE in soil beneath the Site, and the presence of PCE in groundwater at and down-gradient of the Site.” However, there is only limited inadmissible evidence that Peter and Julia discharged pollutants at the Site.

For instance, only three persons who worked at Hillview Cleaners during the time Peter and Julia owned the business ever gave testimony about what happened at the Site during the time the Zambettis ran Hillview Cleaners. Two of the three denied that any discharges or releases took place at Hillview Cleaners before or during that time; the third testified about two incidents he had been told about, but the California Court of Appeal has ruled that that testimony is hearsay and therefore inadmissible. Their testimony is summarized below.

- Rose Weiner, now deceased, worked at Hillview Cleaners from before the 1950s until 2004. She testified that she never witnessed any spills or releases of any chemicals at Hillview Cleaners.<sup>4</sup>
- Peter Zambetti, Jr., Peter and Julia’s son, worked at Hillview Cleaners between 1955 and 1962, and periodically went back to the business until his parents sold it in 1983. Peter testified that “[n]ot even a single drop” of PCE spilled while he worked at Hillview Cleaners.<sup>5</sup>
- Another son of Peter and Julia, Eugene Zambetti, testified about two alleged spills he was told about, but did not witness. The spills allegedly occurred during a burglary attempt and while PCE was being delivered to the dry cleaning machine.<sup>6</sup> However,

---

<sup>4</sup> Weiner Deposition at 21:20-22:1, 37:14-24, 42:8-16 (relevant excerpts at Exh. A hereto).

<sup>5</sup> Peter Zambetti, Jr. Deposition at 203:6-21, 47:23-48:31 (relevant excerpts at Exh. B hereto).

<sup>6</sup> Eugene Zambetti Deposition at 53:21-54:8, 54:19-56:17, 57:7-10, 57:13-19, 58:10-59:10.

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the Court of Appeal held this testimony is hearsay, and therefore inadmissible, because Eugene did not actually witness any such spills.<sup>7</sup>

The above summarizes the full extent of all evidence, admissible or not, of any releases ever occurring at Hillview Cleaners during the time it was operated by Peter and Julia Zambetti. There are no other living former employees of Hillview Cleaners and, therefore, no additional evidence to develop on these points. Thus, the Tentative Order's allegation that there is "substantial evidence" that Peter and Julia discharged pollutants at the Site lacks any basis and cannot be the foundation for concluding that they are "dischargers."

In sum, there is no evidence – and most certainly not "substantial" evidence – that Peter and Julia ever discharged pollutants at the Site. And even if they had, they cannot be named as respondents in any order because they are deceased. Any liability they have cannot be imposed against their fictional "estates" under Probate Code §§ 550, *et seq.* because that statute does not authorize governmental agencies to impose liability through administrative proceedings. Finally, the Board cannot impose liability against Fireman's Fund, as the insurer of Peter and Julia, because there is no statutory or contractual basis authorizing the imposition of such liability on someone who did not own or operate at a contaminated property.

Please contact me if you have questions or if you would like to discuss any of the points set out above.

Respectfully submitted,



Brendan V. Mullan

---

<sup>7</sup> *Burrell v. Bank of America, N.A.*, 2015 Cal. App. Unpub. LEXIS 3288 at \*25 (May 12, 2015) ("Zambetti's own words established that he lacked personal knowledge of either alleged spill and that his testimony was inadmissible hearsay").



# **EXHIBIT A**

IN RE THE MATTER OF  
HILLVIEW CLEANERS

IN RE  
HILLVIEW CLEANERS

No. Unassigned

CERTIFIED  
COPY

DEPOSITION OF ROSE WEINER

Date: Monday, February 23, 2004

Time: 11:02 a.m.

Location: POPELKA ALLARD, APC  
One Almaden Boulevard  
Eighth Floor  
San Jose, CA 95113-2215

Reported By: Susan F. Magee, RPR  
CSR #11661

#15044

Advantage *ARCS* Reporting  
Services, LLC

1083 Lincoln Avenue, San Jose, California 95125, Telephone (408) 920-0222, Fax (408) 920-0188

1       rather than going into the dryer because the -- they  
2       would be afraid of shrinkage or something?

3           A.    I don't remember if they did that.  Well, they  
4       hung them up eventually, yeah.  They had to.

5           Q.    And I know, again, we're going a long ways  
6       back.

7           A.    Yeah.

8           Q.    But what I'm asking you is, were there times  
9       where some of the clothes would go from the machine into  
10      the dryer but other clothes, more delicate clothes,  
11      might not go into the dryer but would be hung up to dry?

12          A.    Yeah, they did at.

13          Q.    So some clothes, if they were delicate and the  
14      owners felt that drying them might shrink them or tear  
15      them, they might hang them up on the line directly?

16          A.    Yeah.

17          Q.    And they would just dry on the line rather than  
18      drying in the dryer?

19          A.    Yeah.

20          Q.    Do you remember any occasions while the  
21      Zambettis owned the business where there would be spills  
22      of these chemicals, either while they were transferring  
23      the chemicals into the machine or maybe taking wet  
24      clothes out of the machine to put into the dryer?  Were  
25      there any spills of chemicals?

1 A. No, no. I don't think so.

2 Q. You never had any occasion where any of these  
3 chemicals accidentally got on you, your arms or anything  
4 like that?

5 A. No, no.

6 Q. Do you remember whether there were drains on  
7 the business premises where so that, if there were  
8 spills, it would drain out?

9 A. Not in the front, I don't think.

10 Q. Do you happen to remember what kind of machine  
11 it was, the brand name or anything like that?

12 A. No.

13 Q. How long did you work at Hillview Cleaners as a  
14 checker?

15 A. Well, a long time. Many years ago.

16 Q. Do you remember when you retired from Hillview  
17 Cleaners, when you stopped working there?

18 A. Well, I was married. And then, of course, I  
19 took time off.

20 Q. When you quit working there, had Sam Lee  
21 already purchased the business?

22 A. Sam?

23 Q. Yeah.

24 A. Yeah. He bought the place, yeah.

25 Q. Yeah, okay. So you worked for the Zambettis.

1 A. What was it again?

2 Q. Did Mr. Lee replace the dry cleaning machine?

3 A. I think he did a lot of work, yeah. I know he  
4 stopped delivering. That's what I know. He didn't  
5 deliver anymore. And yeah, they did a lot of work.

6 Q. But I'm asking, do you remember that he  
7 replaced the dry cleaning machine?

8 A. Well, I don't know whether he replaced the  
9 machine.

10 Q. Do you remember -- I think you testified  
11 earlier that you remember he put down a steel floor?

12 A. That I remember that he did and they covered  
13 up. Yeah, that I remember.

14 Q. Do you know why he put down the steel floor?

15 A. In case there's any dripping, but there's no  
16 drippings, yeah. That I remember. He put the metal  
17 floor and then covered it with a rug or some kind of --  
18 nobody knows that it's metal.

19 Q. But you understood he put that just in case  
20 anything happened and --

21 A. Yeah. In case there's any dripping, yeah.  
22 You're right, yeah.

23 Q. But you don't remember any spills?

24 A. No.

25 Q. What about during the time that the Zambettis

1 A. No.

2 Q. Has anybody ever told you that when the  
3 Zambettis owned Hillview Cleaners, that they did have  
4 some leaks on occasion of dry cleaning solvent?

5 MR. BONDONNO: Leaks or spills?

6 MR. ADELMAN: Well, let's try leaks first.

7 MR. BONDONNO: Okay.

8 BY MR. ADELMAN: Q. Has anyone ever told you  
9 that there was some leaks when the Zambettis owned the  
10 premises?

11 A. No. I never heard anything that there were  
12 leaks, no.

13 Q. Has anyone ever told you that, while the  
14 Zambettis owned the premises, they occasionally had some  
15 spills of dry cleaning fluid?

16 A. No.

17 Q. And I think you testified -- help me out. You  
18 never were in the back where you saw any buckets or  
19 anything on the floor underneath hoses or under pipes;  
20 is that correct?

21 A. That's correct, yeah. I never saw that.

22 MR. ADELMAN: Thanks very much. I don't have  
23 anything else for you.

24 MR. BONDONNO: Just one quick question.

25 //

# **EXHIBIT B**

## 1 SUPERIOR COURT OF THE STATE OF CALIFORNIA

2 COUNTY OF SANTA CLARA

3 --o0o--

4  
5 FRANK L. BURRELL, III, as Trustee of the )  
6 Frank L. Burrell 1937 Trust, )

7 Plaintiff, )

8 v. )

9 SANG BAE LEE, individually, and doing )  
10 business as HILLVIEW CLEANERS; )  
11 EUGENE ZAMBETTI; ESTATE OF JULIA )  
12 ZAMBETTI, Deceased; WELLS )  
13 FARGO BANK, N.A., successor to )  
14 BANK OF AMERICA, NT&SA; and DOES )  
15 1 through 100 inclusive, )

16 Defendants. )

17  
18 AND RELATED CROSS-ACTIONS )  
19  
20

21 Case No. 104-CV-020433

22 DEPOSITION OF PETER N. ZAMBETTI

23 Taken in Behalf of the Plaintiff

24 October 17, 2014

25  
26 Reported By:  
27 Jeris Clark



1 MR. MACASINAG: Objection, asked and answered.

2 Q. Do you recall ever coming back to help your  
3 dad --

4 A. No. I didn't. I wasn't even there in '81. I  
5 was married. I was in Seattle.

6 Q. Paragraph seven says, "On average Hillview  
7 Cleaners would do approximately four to five loads of dry  
8 cleaning per day."

9 MS. DIEMER: Objection, vague as to time.

10 MR. MACASINAG: Objection, vague as to time.

11 BY MR. TILL:

12 Q. Do you have any understanding different than  
13 that today?

14 MR. MACASINAG: Objection, vague as to time.

15 MS. DIEMER: And it assumes that he had a  
16 recollection at the time, which he has told you now he  
17 doesn't.

18 THE WITNESS: I couldn't tell you that 'cause  
19 I don't know. I wasn't there. So I -- you know. I don't  
20 know how many loads a day. It depends on how many  
21 customers come in.

22 BY MR. TILL:

23 Q. Right. And when you say you weren't there,  
24 you weren't actually there to know whether or not spills  
25 occurred either, correct?

1           A.    When I was there I knew spills did not occur.  
2           I mean, if that's what you're interested in knowing: No,  
3           there was no spills.

4           Q.    Well, I'm interested in knowing how the  
5           process worked. Because, as you've indicated, this isn't  
6           my business and that's why I'm asking these questions.

7           A.    Yeah.

8           Q.    And so the process is, is that I have to ask  
9           the questions in order to have an understanding of what  
10          your knowledge is. Okay?

11          A.    Yeah.

12          Q.    And so I'm sorry if some of my questions seem  
13          very basic, but it's because I didn't work in the dry  
14          cleaning industry and you did. So that's why I'm asking  
15          the questions the way I'm asking them.

16          A.    Yeah.

17          Q.    So if you have the ability to enlighten me  
18          about how the particular operations occurred at Hillview  
19          Cleaners, feel free to do so. That's what we're here for.

20          A.    Right.

21          Q.    So, okay. Paragraph eight says, "When the PCE  
22          filter cartridges in the dry cleaning machine were cleaned,  
23          the filter material was cleaned off the filter, was put  
24          into the garbage can and then was disposed of in the  
25          dumpster behind the grocery store in the southwest corner

1       tighten the wheel up. You know, not really tight but tight  
2       enough. Just like a washer. You put the clothes in the  
3       washer, you close the door. If it's a front-face washer,  
4       and you gotta make sure it's closed so that your clothes  
5       will wash.

6               Q.    Are you aware of any leak of PCE, or drip, no  
7       matter how small, at Hillview Cleaners during --

8                   MR. MACASINAG: Wait.

9       BY MR. TILL:

10               Q.   -- during the time in which you worked at  
11       Hillview Cleaners?

12               A.   No.

13               MR. MACASINAG: Objection, asked and answered.

14               Now you can answer.

15               THE WITNESS: I'm sorry.

16               MS. DIEMER: Vague, over broad --

17               THE WITNESS: No.

18               MS. DIEMER: -- calls for speculation.

19       BY MR. TILL:

20               Q.   Not even a single drop?

21               A.   Right.

22               Q.   When you started working at Hillview Cleaners,  
23       you were 12, correct?

24               A.   Approximately.

25               Q.   1955?



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Refer to: 05971-0036

January 3, 2018

**VIA ELECTRONIC MAIL ONLY**

Bruce H. Wolfe  
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David Barr  
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Re: ***Burrell v. Zambetti***  
Our Client: Eugene Zambetti  
RB File No.: 43S0558 (dib)  
Site: 14440 Big Basin Way, Saratoga, CA  
(Hillview Cleaners Site)  
Case No.: Santa Clara Superior Court - 1-04-CV-020433

---

Dear Mr. Wolfe, Mr. Hill and Mr. Barr:

As you are aware, this office represents Eugene Zambetti in connection with above-captioned litigation and related environmental claims made in connection with the above referenced site. The purpose of this correspondence is to contest certain aspects of the Tentative Order (Site Cleanup Requirements) provided under Mr. Hill's correspondence dated November 16, 2017. Specifically, we are contesting Mr. Zambetti's designation as a "Named Discharger" as unsupported by substantial evidence. Our position detailed below.

We also request that the Regional Board undertake technical changes and amend dates for task completion in connection with the Tentative Order, also noted below.

Our File No.: 05971-0036

January 3, 2018

Page 2

## I. EUGENE ZAMBETTI IS NOT A DISCHARGER

### ***Alleged Basis For Liability***

The Tentative Order ("TO") alleges that "Eugene Zambetti, the son of Peter and Julia Zamnetti, worked at Hillview [Cleaners] and participated in operating Hillview from September 1982 until the sale of the dry cleaner business in April 1983." (TO, § 2, p.1.) The TO identifies Eugene Zambetti as a "Named Discharger", "because of substantial evidence that he discharged pollutants to soil and groundwater at the Site including the use of PCE during operations of the dry cleaner, the presence of PCE in soil beneath the Site, and the presence of PCE in groundwater at and down-gradient of the Site." (TO, § 3, p.2.)

### ***Legal Authority***

The TO's purported basis for naming Eugene Zamebtti as a Named Discharger includes Water Code §§ 13304 and 13267. These sections attach liability to dischargers, a "person who has discharged or discharges wastes..." or "... has caused or permitted, causes or permits or threatens to cause or permit any waste to be discharged..." (Water Code § 13304(a).) The notion of a discharge is given a literal interpretation, "as used in section 13304, "discharge" means: "to relieve of a charge, load or burden; ... to give outlet to: pour forth: emit...." (*Lake Madrone Water Dist. v. State Water Res. Control Bd.*, 209 Cal. App. 3d 163, 174 (Ct. App. 1989), modified (Apr. 17, 1989)(citing Webster's New Internat. Dict. (3d ed. 1961) p. 644).) However, liability under this part is generally interpreted consistent with the law of nuisance. (*Id.*; see also *City of Modesto Redevelopment Agency v. Superior Court*, 119 Cal.App. 4th 28, 37-38.) Liability for nuisance may be founded on property ownership, possession and control, or a failure to abate a nuisance; **yet the critical question is whether the defendant created or assisted in the creation of the nuisance.** (See *City of Modesto, supra*, 119 Cal.App at 38 (citations omitted)(emphasis added).)

The Regional Board's findings must be sustained by substantial evidence. (See Water Code § 13330; Code Civ. Proc. § 1094.5.) "To be substantial, evidence must be reasonable in nature, credible, and of solid value; it must actually be "substantial" proof of the essentials which the law requires in a particular case." (*State Water Res. Control Bd. Cases*, 136 Cal. App. 4th 674, 763 (2006)(citations omitted).)

### ***Facts***

It is not disputed that Eugene Zambetti's parents, Julia and Peter, owned and operated Hillview Cleaners at the subject property until the passing of Peter Zambetti in 1982.

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January 3, 2018

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Further, it is not disputed that, as an adult, Eugene Zambetti was an employee, on and off, at his parents dry cleaning business, until the sale of the business in 1983. For a short period, after his father's death, Eugene took on some managerial responsibilities to assist his mother in running the business and the business' sale to Peter and Julia's successor Sang Bae Lee. Eugene's role, however was limited to a business function.

Eugene did not handle dry cleaning chemicals, assist in the dry cleaning process, and was never licensed as a dry cleaner. Eugene did not own the dry cleaning business. There is no evidence or record that Eugene was a owner, or part-owner, of the dry cleaning business.<sup>1</sup> There is no evidence or record that he was a sole proprietor or partner that shared in the business' revenue. All of this information is documented in Eugene's deposition transcript dated March 8, 2011 and the declaration that was appended to his prior petition to the State Board. For ease of reference, both documents are attached.

We anticipate that counsel for other parties, or the Regional Board itself, may attempt to identify materials purporting to establish Eugene's alleged ownership of the drycleaners, a contention that is both generally and expressly denied. However, any such documents, will only establish what Eugene readily concedes – he was an employee of his parents' dry cleaning business and helped out with the business function of the dry cleaners as needed – the same sort of assistance that any good son would provide in the context of a family owned business. This evidence, doe not amount to substantial evidence of any alleged role in ownership or control of the business so as to be named a discharger under the TO.

As the Regional Board is likely aware, the property at issue is the subject of a civil lawsuit that has been pending since May of 2004. Thirteen (13) years have passed since the lawsuit's filing and despite ample opportunity to conduct discovery, no "smoking gun" has been produced to establish Eugene's alleged ownership or control of the dry cleaners. After 13 years, there is absolutely no evidence to suggest that Eugene ever handled dry cleaning chemicals or was involved in the dry cleaning process. Our office has previously forwarded all prior discovery responses, document production, copies of lawsuits, and deposition transcripts.

On this basis, Eugene Zambetti respectfully requests that the Regional Board amend the TO and remove Eugene Zambetti as a named discharger. Further, we respectfully

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<sup>1</sup> In fact, as an adult, Eugene's employment at the dry cleaners, was on a part-time basis, as he had other employment in completely unrelated fields at the same time.

Our File No.: 05971-0036  
January 3, 2018  
Page 4

request that the Regional Board identify the specific evidence in its possession that warrants naming Eugene Zambetti as a discharger.

## II. TECHNICAL COMMENTS

*Page 8; Findings Section 12, subsection e., Basis for Soil Gas Cleanup Levels; and page 11, Order, Section B, subsection 4., Soil Gas Cleanup Levels.* These subsections, and cleanup levels for soil gas should be removed as they are redundant. The Soil Gas Cleanup Level is "intended to prevent vapor intrusion into occupied buildings and will result in acceptable residual risk to humans." (See, Draft SCR at p. 8) However, there is an indoor air cleanup level that addresses the same concern, and more directly so. Arguably, being below or above a certain soil gas value does not necessarily reflect the quality of indoor air. Moreover, soil and groundwater cleanup levels will ensure that impacted media are remediated to prevent issues in connections with indoor air quality.

*Page 8; Section 13: Future Changes to Cleanup Levels.* This section should be amended to include an express statement that "new technical information" includes, but is not limited to, a health and human risk assessment report that sets site specific cleanup levels in various media.

## III. REVISED COMPLIANCE DATES

We respectfully request that the Regional Board revise all of Task Compliance Dates, identified in Section C. "TASKS" to reflect the 30-plus days of delay a result of the continued hearing date.

Please feel free to contact us directly should you have any questions.

Very truly yours,

WOOD, SMITH, HENNING & BERMAN LLP

By: 

DAVID F. WOOD  
JON-ERIK W. MAGNUS

DFW/JWM:jwm  
Attachments  
LEGAL:05971-0036/8275947.1

WOOD SMITH  
HENNING & BERMAN LLP

Our File No.: 05971-0036  
January 3, 2018  
Page 5

cc: Service List (via e-mail only)



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Attorneys for Petitioner  
EUGENE ZAMBETTI

**BEFORE THE CALIFORNIA STATE WATER RESOURCES CONTROL BOARD**

In the Matter of

Eugene Zambetti

Petitioner,

For review of San Francisco Bay Regional  
Water Quality Control Board's Notice of  
Violation dated February 27, 2017 – Failure  
to Submit Remedial Design Implementation  
Report For Hillview Cleaners Site, 14440 Big  
Basin Way, Saratoga, California (File No.  
43S0558)

Petition No. TBD

**DECLARATION OF EUGENE  
ZAMBETTI IN SUPPORT OF PETITION  
FOR REVIEW AND RESCISSION OF  
REGIONAL BOARD ACTION**

**DECLARATION OF EUGENE ZAMBETTI**

I, Eugene Zambetti, declare as follows:

1. At no time did I ever have any ownership interest in Hillview Cleaners. The business was exclusively owned by my parents, Peter and Julia Zambetti, from 1954 to the date of the sale of the business on March 1, 1983.

2. I never performed dry cleaning tasks and was never licensed as a dry cleaner, nor was I involved with the handling of dry cleaning solvents at my parents' dry cleaners. That work was performed by my father, Peter Zambetti, or other employees during the times. I worked as a driver for the business, picking up and dropping off customers' clothing.

LEGAL:05971-0036/7072256.1

1 3. After my father's death, my mother, Julia, was under a tremendous amount of stress. I  
2 assisted her by helping with the transaction that resulted in the sale of the business to Sam Lee. In  
3 that regard, I signed various papers in order to conclude the sale so that my mother would not be  
4 subject to additional stress. However, I was never a legal owner of the business.

5 I declare under penalty of perjury that the foregoing is true and correct.

6 Executed in Saratoga, California on the 24th day of March, 2017.

7 *See Attached Signature Page*

8 \_\_\_\_\_  
Eugene Zambetti  
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Attorneys for Petitioner  
**EUGENE ZAMBETTI**

**BEFORE THE CALIFORNIA STATE WATER RESOURCES CONTROL BOARD**

In the Matter of

Eugene Zambetti

Petitioner.

For review of San Francisco Bay Regional  
Water Quality Control Board's Notice of  
Violation dated February 27, 2017 – Failure  
to Submit Remedial Design Implementation  
Report For Hillview Cleaners Site, 14440  
Big Basin Way, Saratoga, California (File  
No. 43S0558)

Petition No. TBD

**DECLARATION OF EUGENE  
ZAMBETTI IN SUPPORT OF PETITION  
FOR REVIEW AND RESCISSION OF  
REGIONAL BOARD ACTION**

**DECLARATION OF EUGENE ZAMBETTI**

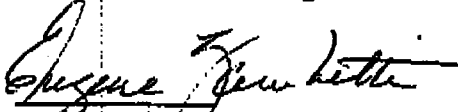
I, Eugene Zambetti, declare as follows:

1. At no time did I ever have any ownership interest in Hillview Cleaners. The business was exclusively owned by my parents, Peter and Julia Zambetti, from 1954 to the date of the sale of the business on March 1, 1983.
2. I never performed dry cleaning tasks and was never licensed as a dry cleaner, nor was I involved with the handling of dry cleaning solvents at my parents' dry cleaners. That work was performed by my father, Peter Zambetti, or other employees during the times. I worked as a driver for the business, picking up and dropping off customers' clothing.

3. After my father's death, my mother, Julia, was under a tremendous amount of stress. I assisted her by helping with the transaction that resulted in the sale of the business to Sam Lee. In that regard, I signed various papers in order to conclude the sale so that my mother would not be subject to additional stress. However, I was never a legal owner of the business.

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

Executed in Saratoga, California on the 24th day of March, 2017.

  
Eugene Zambetti

LEGAL:03971-0036/7071266.1

**DECLARATION OF EUGENE ZAMBETTI IN SUPPORT OF PETITION FOR REVIEW AND  
RESCISSON OF REGIONAL BOARD ACTION**

**Superior Court of the State of California  
County of Santa Clara**

FRANK L. BURRELL, III, as  
Trustee of the Frank L.  
Burrell 1937 Trust,

Plaintiff,

vs.

SANG BAE LEE, individually  
and doing business as HILLVIEW  
CLEANERS, EUGENE ZAMBETTI;  
JULIA ZAMBETTI, et al.,

Defendants.

No. 104-CV-020433

**CERTIFIED  
COPY**

DEPOSITION OF EUGENE ZAMBETTI

VOLUME I

(Pages 1 to 76)

Date: Tuesday, March 8, 2011

Time: 10:10 a.m.

Location: MILLER, MORTON, CAILLAT & NEVIS, LLP  
25 Metro Drive  
7th Floor  
San Jose, CA 95110

Reported by: Gina Minnis  
CSR No. 11996

#38909

Advantage *ARs* Reporting  
Services, LLC

1083 Lincoln Avenue, San Jose, California 95125, Telephone (408) 920-0222, Fax (408) 920-0188

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and DIEMER, WHITMAN & CARDOSI, LLP  
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(Continued on next page.)

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A P P E A R A N C E S:

For Sang Lee:                   ARCHER NORRIS  
BY: PETER W. McGAW, ESQ.  
2033 North Main Street  
Suite 800  
Walnut Creek, CA 94596  
(925) 930-6600

Also Present:                   FRANK BURRELL  
SANG LEE  
BENJAMIN LEE

The Reporter:                   ADVANTAGE REPORTING SERVICES  
BY: GINA MINNIS, CSR 11996  
1083 Lincoln Avenue  
San Jose, CA 95125  
(408) 920-0222

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I N D E X   O F   E X A M I N A T I O N S :

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Examination by Mr. Scanlan	5
Examination by Ms. Arguello	67
Examination by Mr. Wood	73

I N D E X   O F   E X H I B I T S :

Plaintiff's  
Exhibit

	<u>Page</u>
1            Insurance Policies	17

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EUGENE ZAMBETTI,

being first duly sworn by the Certified Shorthand Reporter to tell the truth, the whole truth, and nothing but the truth, testified as follows:

EXAMINATION BY MR. SCANLAN:

Q Good morning, Mr. Zambetti. Even though we have met before, I would like to reintroduce myself and explain a little bit about what we are doing here today. My name is Joe Scanlan. I'm an attorney, and I represent the Burrell 1937 Trust, the current owner of the Saratoga Village Shopping Center and contained within that center is a leasehold that I think you may have something -- have some knowledge about and that is the Hillview Cleaners leasehold, and that's what I'll be talking about today.

Have you ever had your deposition taken before?

A No.

Q I would like to suggest a few ground rules as we begin that will help things go quickly. First of all, as you can see, we're dealing in a verbal medium here and everything we say is being taken down by the court reporter. That implies a number

1 of different things.

2 First of all, we can't converse as we  
3 normally would, shrugs or gestures or moans,  
4 because they are not susceptible to being taken  
5 down. So I need you to try to remember to answer  
6 all the questions audibly. I'll help remind you  
7 if you answer with a nod or gesture. Please use  
8 yes or no rather than uh-huh or uh-uh because it  
9 will make the record clearer.

10 It is very important that you understand  
11 my questions today, and if I ask you a question  
12 inartfully, please stop me and ask me to go back  
13 and re-ask it so that you understand it.

14 Will you do that?

15 A Yes.

16 Q The most important thing that you can do today  
17 is give me your best recollection. I don't want  
18 you to guess. I don't want you to speculate, but  
19 I do want you to estimate if you can do so within  
20 parameters. The old saw is you may be able to  
21 estimate how long this table is based on your  
22 experience, but if I ask you how long is the table  
23 in the other room, you would have no basis on  
24 which to make that judgment and you couldn't  
25 estimate. So if you can't give an exact answer, I

1 may ask you for a reasonable estimate.

2 You can take a break anytime you need, whether  
3 to use the facilities or speak with Mr. Wood; and  
4 we're ready to begin unless you have any questions  
5 or if there's a reason that we can't go forward  
6 such as an illness or not feeling well or something  
7 like that.

8 A I'm fine.

9 Q Okay. Great. Can I get you to state your full  
10 name and address for me?

11 A Eugene L. Zambetti, 2075 Heather Glen Drive,  
12 San Jose, California, 95130.

13 Q Mr. Zambetti, I'm looking at some insurance  
14 policies that were produced this morning, and I  
15 note the insureds are Peter Zambetti and Julia  
16 Zambetti. I take those two folks to be your  
17 father and your mother?

18 A Yes.

19 Q And do you know whether or not they are the  
20 parties that started Hillview Cleaners; in other  
21 words, did they initiate that trade name?

22 A Yes.

23 Q About when did they do that to your knowledge?

24 A 1954.

25 MR. WOOD: I'm sure you'll get to it, but

1 I just want to interject an objection on ambiguity.  
2 When you say start that cleaners, I think that's  
3 the name but I think the cleaners was there  
4 beforehand.

5 MR. SCANLAN: Okay.

6 BY MR. SCANLAN:

7 Q You heard what your counsel just said. Was  
8 there a cleaners present at the location that your  
9 parents eventually took over at the shopping center?

10 A Yes.

11 Q What was the name of that cleaners to your  
12 knowledge?

13 A I do not know.

14 Q Do you have any information about who operated  
15 the cleaners that preceded your parents in the  
16 space?

17 A No. I do not know.

18 Q Let me get a little bit of background  
19 information before we go into the particulars of  
20 the operation of Hillview Cleaners.

21 Can you tell me how you're currently  
22 employed?

23 A I am not employed.

24 Q What was your last job or occupation?

25 A I was a land use consultant for Ed Hahamian

1 Civil Engineer and JM Consulting.

2 Q And during what time period were you so  
3 occupied?

4 A With both?

5 Q I was looking to go one by one. So land use  
6 consultant to Ed Hahamian?

7 A When did I start or when did I stop?

8 Q During what period were you there? So that  
9 would be the start and the stop?

10 A I started with Ed Hahamian in 1977 and stopped  
11 maybe about six months ago.

12 Q How about JM Consulting, during --

13 A JM Consulting, I worked with them from 1990 to  
14 2000. Yes, 2000.

15 Q I see that there appears to be an overlap if  
16 you worked for the first employer until about six  
17 months ago, and you worked at JM Consulting from  
18 1990 to about 2000.

19 Was there a point in time when you worked  
20 at both?

21 A Yes.

22 Q And prior to 1977 how were you employed?

23 A I was employed at Hillview Cleaners. Second  
24 place was advertising agency as an account  
25 executive.

1 MR. WOOD: Can you speak up just a little  
2 bit?

3 THE WITNESS: Yeah.

4 BY MR. SCANLAN:

5 Q Let me go back and focus on the time you were  
6 employed by Hillview Cleaners.

7 From when to when was that?

8 A I was employed by Hillview Cleaners from about  
9 1965 to 1983.

10 Q Almost 20 years.

11 MR. WOOD: You may want to clarify. Is  
12 that continuous?

13 THE WITNESS: No. It was not continuous.  
14 I had time in the -- it was not continuous.

15 BY MR. SCANLAN:

16 Q Can you identify periods when you were away for  
17 six months or a year during that time frame?

18 A Yes. Let me see if I can recall. 1969 to 1972  
19 was United States Army. 1965 to 1969 I was in  
20 college, and 1975 I took an extended trip throughout  
21 Central and South America.

22 MR. WOOD: Try to speak a little louder if  
23 you can. I know it's hard.

24 THE WITNESS: South America for approximately  
25 6 to 9 months. I did do a trip to the Mediterranean

1 for a period of five months.

2 MR. WOOD: When was that?

3 THE WITNESS: I believe it was 1977. 1979  
4 I traveled throughout the United States for a period  
5 of five months.

6 BY MR. SCANLAN:

7 Q Was there some event that caused you to cease  
8 working at Hillview Cleaners in about 1983?

9 Did you find another job? Had a disagreement  
10 with your parents?

11 A No. My father passed away.

12 MR. WOOD: And something happened in '83  
13 too. Right?

14 THE WITNESS: I'm trying to think what  
15 happened in 1983. There was a lot of things that  
16 happened. I sold the business. I mean, I didn't  
17 sell the business. The business was owned by my  
18 parents, and upon the death of my father, it was  
19 sold.

20 BY MR. SCANLAN:

21 Q Let me ask you a few questions regarding the  
22 sale. Number one, did you or the estate of your  
23 father employ a business broker or broker for the  
24 sale of the business?

25 A No.

1 Q How did you go about attempting to market the  
2 business?

3 A I did not market it. People came to me, came  
4 to my parents, my mother.

5 Q Mr. Lee was one such person. Correct? Sang B.  
6 Lee?

7 A Yes.

8 Q Had Mr. Lee worked at the Hillview Cleaners for  
9 your parents at any point in time?

10 A No.

11 Q Your recollection is that Mr. Lee approached  
12 your mother, Julia, regarding the purchase?

13 A My mother and myself.

14 Q What were the circumstances under which that  
15 occurred? By that I mean were you both at the  
16 store and he walked in or did he call you at your  
17 house?

18 A I don't remember.

19 Q What do you remember of the conversation, the  
20 first conversation that you had with Mr. Lee and  
21 your mother where Mr. Lee expressed an interest in  
22 the business?

23 Do you remember anything else being said?

24 A He had an interest in purchasing a dry cleaners  
25 in that particular area.



1 Q Did he tell you how he had learned -- strike  
2 that. What questions, if any, do you recall Mr. Lee  
3 asked about the business before he purchased it?

4 A He asked about daily deposits and the gross sales.

5 Q Anything else that you can recall?

6 A No.

7 MR. WOOD: Joe, I'm sensing Mr. Zambetti  
8 is pretty nervous. It's his first deposition and  
9 there may be some things here -- I don't want to  
10 correct his testimony, but I think it would help  
11 all of us understand it if I could interject a  
12 question here or there that might assist you.

13 Are you comfortable with that?

14 MR. SCANLAN: Since we're exploring  
15 history and not dealing with any delicate wording  
16 issues or something, I don't have an objection to  
17 you --

18 MR. WOOD: Yeah.

19 MR. SCANLAN: -- asking questions which  
20 will point it in the right direction, sure.

21 MR. WOOD: I think Mr. Scanlan was wondering --  
22 he asked you if there was a broker for the business.

23 THE WITNESS: Yes.

24 MR. WOOD: After your father died, what  
25 did you decide to do about the business?

1 THE WITNESS: My mother and I decided to  
2 sell the business.

3 MR. WOOD: How did you get word out the  
4 business was for sale?

5 THE WITNESS: Through the suppliers that  
6 would supply.

7 MR. WOOD: Okay. You let them know you  
8 were going to sell it?

9 THE WITNESS: I -- my father -- they knew  
10 my father was sick and my father ran the business  
11 and owned the business and he was close to death.

12 MR. WOOD: Okay.

13 BY MR. SCANLAN:

14 Q Did Mr. Lee ever tell you which of the particular  
15 suppliers he had heard from that the business was  
16 available?

17 A No.

18 Q Do you recall Mr. Lee did have some questions  
19 as he was contemplating the purchase of the  
20 business regarding sales and daily deposits?

21 A Yes.

22 Q That doesn't speak to profitability, does it?  
23 Those are just gross numbers?

24 A Yes.

25 Q Was Mr. Lee interested in what it cost to

1 create those sales? Better question is did he ask  
2 you what your costs were?

3 A No.

4 Q Did Mr. Lee inquire about whether there were  
5 any known environmental problems prior to the time  
6 that he purchased the business?

7 A State the question again, please.

8 Q All right. I'm trying to focus now on the time  
9 when you were discussing the potential sale and  
10 purchase of the business with Mr. Lee.

11 And I'm wondering if he asked you whether  
12 or not there were any environmental concerns at  
13 the site.

14 A Never asked that question.

15 Q I want to move back in time a little bit and  
16 focus on the time you did work at the cleaners.

17 Can you tell me -- I am going to move  
18 forward historically -- what your first position  
19 was at the cleaners?

20 A Sweeping the floor.

21 Q Did you get a title with that? I'm just joking  
22 with you.

23 Did you take on new duties in addition to  
24 sweeping the floor over time?

25 A Yes. I started sweeping the floor at the age

1 of 8.

2 Q Where did you progress from your sweeping duties?

3 A Development of a delivery route of dry-cleaning  
4 and laundry.

5 Q Any other duties after that?

6 A Developing a point of contact with customers at  
7 the counter and outside of the dry cleaners at the  
8 point of sale of the front door.

9 MR. WOOD: You meant point of contact?

10 THE WITNESS: Yes. Point of contact.

11 BY MR. SCANLAN:

12 Q So you manned the desk at the entry where people  
13 came in to drop off their clothes and pick them up?

14 A I did not man it, no. There was someone else  
15 that did that.

16 Q By the time that you moved from sweeping the  
17 floor into developing a route, how much time passed?

18 How old were you, to state it a better way,  
19 when you started planning routes for laundry and  
20 dry cleaning?

21 A 17.

22 Q Did you ever do any driving for deliveries?

23 A Yes.

24 Q Around that same time period when you were 17?

25 A Yes.

1 Q How long did that continue?

2 A That continued for -- until the dry cleaners was  
3 purchased.

4 Q I want to talk to you a little bit about  
5 documents. You were kind enough to provide us with  
6 three insurance policies which we'll go ahead and  
7 mark as group 1 if that is all right.

8 (Whereupon, Plaintiff's Exhibit 1 was  
9 marked for identification.)

10 BY MR. SCANLAN:

11 Q My question to Mr. Zambetti is where were you  
12 able to find these policies?

13 MR. WOOD: Assuming you were the one who  
14 found them.

15 THE WITNESS: I did not find those policies.

16 BY MR. SCANLAN:

17 Q Okay. Great. At or about the time of sale in  
18 1983, did Mr. Lee ask for any operational documents  
19 from your mother or the estate as the seller?

20 A The daily deposit book and the rest I do not  
21 remember.

22 Q Do you recall that there were boxes of  
23 documents delivered to Mr. Lee at or around the  
24 time of the sale which were historical operating  
25 records of Hillview Cleaners?

1       A    I don't remember that as of right now, but it  
2       may have been going back to what your duties were  
3       which we'll tie in later with some of the issues  
4       with the cleaning machine.  You indicated that you  
5       man the point -- or you were the point of contact  
6       with customers.

7               Any other duties that you undertook during  
8       the time you worked for Hillview Cleaners?

9       A    I would mark clothes of my customers which I  
10       had a delivery route.  I would also do preparation  
11       for alterations.  I would also run a sewing  
12       machine.  I would also work at a separate location  
13       doing shirts and laundry and compiling those  
14       shirts and laundry for my delivery customers and  
15       shirt customers at Hillview Cleaners.

16       Q    You indicated your father became ill and  
17       eventually passed away sometime around 1983.

18               Was there a point in time where you  
19       considered yourself to be the manager of Hillview  
20       Cleaners?

21               MR. WOOD:  That's somewhat ambiguous but  
22       you can go ahead and answer.

23               THE WITNESS:  Only in the month of September  
24       of 1982.

25               MR. WOOD:  Just the one month or do you

1 mean --

2 THE WITNESS: From September of 1982 to  
3 the sale.

4 BY MR. SCANLAN:

5 Q And I use the term manager and your -- would  
6 you describe your position there -- strike that.

7 In 1982 was your mother still coming into  
8 the store on a regular basis?

9 MR. WOOD: At what time period?

10 MR. SCANLAN: 1982.

11 MR. WOOD: I mean what time in 1982?

12 BY MR. SCANLAN:

13 Q During --

14 A Yes. My mother was there every day from 1954  
15 to 1982.

16 MR. WOOD: Even after your dad got sick?

17 THE WITNESS: After my dad got sick she  
18 would come in at times. She was dealing with his  
19 passing and his sickness and helping out at home,  
20 but she would come into the dry cleaners and work  
21 or tell people what to do.

22 BY MR. SCANLAN:

23 Q I want to focus on who else might have been  
24 there, and let's take the year 1980 for example.

25 On a normal day, would both your mother

1 and father be present at Hillview Cleaners during  
2 business hours?

3 A Yes.

4 Q Again about 1980 how many employees aside from  
5 you were there at Hillview Cleaners?

6 A There was one, two, three, four and then myself  
7 would be five.

8 Q Can you remember the names of any of those four  
9 employees?

10 A One was Rose Weiner, Sarafina Ormonde, Jack  
11 Espinoza and Mary Bonaccorsa.

12 MR. WOOD: Do you want him to spell the  
13 last names?

14 THE WITNESS: I don't want to.

15 MR. SCANLAN: Good choice.

16 MS. ARGUELLO: Could you just repeat the  
17 last one for me?

18 THE WITNESS: I'm sorry, ma'am?

19 MS. ARGUELLO: Could you just repeat the  
20 last name you said, Mary?

21 THE WITNESS: Bonaccorsa.

22 MR. WOOD: Let the record reflect my  
23 client refuses my request to have the spellings.

24 BY MR. SCANLAN:

25 Q I believe Ms. Weiner's deposition or



1 Mrs. Whiners' deposition has been taken before.

2 Have you seen that before?

3 A No.

4 Q Is Sarafina still alive to your knowledge?

5 A To my knowledge, I don't know if she's alive or  
6 not.

7 Q Do you know where she last lived when you knew  
8 that she was alive?

9 A She lived in Portland, Oregon.

10 Q And the same question for Mr. Espinoza, do you  
11 know if he's still alive?

12 A He has passed away.

13 Q And Mary?

14 A Bonaccorsa?

15 Q Yes.

16 A She passed away.

17 Q I'm now not focusing on any particular time,  
18 but do you know whether some or all of the four  
19 people that you named ever received any training  
20 in the handling of cleaning solvents?

21 A Jack Espinoza was a dry cleaner and a pants  
22 presser, a finishing and a spotter along with my  
23 father.

24 Q Do you know if he ever received any training  
25 with regard to the handling of cleaning fluid?

1 A I don't know.

2 MR. WOOD: Objection to the term training.  
3 It's a little ambiguous. If you -- you mean --

4 THE WITNESS: I don't know if Jack  
5 Espinoza or any of the people that were employed  
6 had any training.

7 BY MR. SCANLAN:

8 Q Did you ever take any training during the time  
9 that you were an employee in the handling of  
10 dry-cleaning fluid?

11 A I never handled dry-cleaning fluid.

12 Q Among the four people that you named, who did  
13 handle dry-cleaning fluid?

14 A My father, Jack Espinoza and there may have  
15 been other employees that I don't remember their  
16 names.

17 Q Were the four employees that you named still  
18 employed with Hillview Cleaners at or around the  
19 time of sale in 1983?

20 A All of the ladies were employed. I don't believe  
21 Jack Espinoza was employed as my memory comes back  
22 to me. I'm just saying there was another  
23 employee. I do not remember the two -- I do not  
24 remember his particular name. I believe his last  
25 name was Joiner (phonetic). I'm not -- I don't

1 remember his last name. You're asking about what  
2 year? May I ask what year you're asking about?

3 Q I was initially asking -- who was still present  
4 in 1983 at the time of sale?

5 A Of those four people I mentioned?

6 Q Yes.

7 A Sarafina, Mrs. Bonaccorsa, and Mrs. Weiner.

8 Q So now the question is who in January of 1983,  
9 after your father got sick but before the sale,  
10 who handled the cleaning fluid, dry-cleaning fluid  
11 for Hillview?

12 A It was my father, Sarafina Ormonde, and another  
13 gentle- -- person, his last name I believe is  
14 Joiner who has passed away. I don't remember his  
15 first name.

16 Q I'd like to focus on the whole time you worked  
17 there. I realize it was from the time you were 8  
18 on for another 18 or so years intermittently.

19 During the time you were exposed to the  
20 operations of Hillview Cleaners, do you know what  
21 kind of dry-cleaning fluid was purchased and used  
22 at Hillview Cleaners? Do you know if it was PCE,  
23 sometimes called Perc?

24 A I've heard two names: Perc and dry --  
25 Perchloroethylene.

1 Q Can you spell that?

2 A No.

3 Q Did you ever come to understand any difference  
4 between those two names?

5 A No.

6 Q You think those two terms are synonymous?

7 A Could be. I don't know.

8 Q Do you know who ordered -- let's call it Perc.

9 Who ordered the Perc for Hillview Cleaners  
10 at any point in time that you are familiar with?

11 A My father.

12 Q And after your father was no longer able to  
13 work who ordered it?

14 A Sarafina Ormonde or the other gentleman that  
15 just passed away, Joiner. What year are you  
16 talking about? 19- what?

17 Q After the time your father got ill would have  
18 been --

19 A From September of 1982. Right?

20 Q Right.

21 A To his death on April -- I mean March 1st of  
22 '83.

23 MR. WOOD: Don't guess.

24 THE WITNESS: I don't know. I'm trying to  
25 help you as best I can.

1 BY MR. SCANLAN:

2 Q Understand. You mentioned that one of the ways  
3 you got word out or word got out that the business  
4 might be for sale is through suppliers.

5 Do you know who supplied Perc to Hillview  
6 Cleaners over the years at any point in time?

7 A No. I don't remember.

8 Q Did you ever see Perc delivered to the Hillview  
9 Cleaners at any time you worked there?

10 A Yes.

11 Q On how many occasions would you estimate?

12 A Over the period of time from the age of 7 years  
13 old or 8 years old to the time I walked out?

14 Q Yes.

15 A With my different jobs that I had?

16 Q Yes.

17 A I would say on a bimonthly, twice a month  
18 somebody would deliver not Perc but -- deliver  
19 Perc or whatever you want to call it, solvents and  
20 other materials that are needed in the dry-cleaning  
21 process or in the laundry -- in the laundry process  
22 along with such things as hangers, capes, plastic  
23 bags and things like that.

24 MR. WOOD: His question was how many times  
25 did you observe the delivery of the Perc if you

1 can estimate.

2 THE WITNESS: The question is Perc.  
3 Numerous times. Numerous. I would say most of  
4 the deliveries were done in the morning. I did  
5 not get there early in the morning. So I would  
6 say maybe -- I would estimate at a hundred times.  
7 Delivery of Perc or dry-cleaning solvent.

8 BY MR. SCANLAN:

9 Q Let me focus on the first time you saw Perc  
10 being delivered as a baseline.

11 Can you tell me how the delivery came into  
12 the store?

13 MR. WOOD: Do you remember specifically  
14 the first time you saw it?

15 THE WITNESS: I do not remember specifically  
16 the first time I saw it. I can image myself and  
17 notice that someone takes like a hose, like a  
18 gasoline hose and it is in a tank trunk. The tank  
19 trunk pulls up in front. The dry-cleaning machine  
20 is in the rear of the building, and the hose is  
21 taken out and the nozzle which is similar to a  
22 gasoline station and then hacks -- or warning  
23 devices are put along the walkway of the shopping  
24 center and inside the building of the dry cleaners  
25 to make sure that no one trips on the hose.

1 BY MR. SCANLAN:

2 Q Got you. Is the method that you just described  
3 the method that was used continuously while you  
4 worked there?

5 A Yes.

6 Q Physically on the dry-cleaning machine, where  
7 did that nozzle that you just described go?

8 A On the dry-cleaning machine there is a clock  
9 like you would have on a washing machine. Below  
10 that, which would be about so many feet off the  
11 ground, is a thing that comes out and there's a  
12 thing you unscrew and the nozzle goes in and  
13 that's it.

14 Q What was the capacity of the machine? I assume  
15 there was one the entire time you were there; is  
16 that right?

17 A Yes.

18 Q Same machine the whole time?

19 A Yes.

20 Q What was the holding capacity of that machine  
21 for Perc?

22 A I do not know.

23 Q Do you have an estimate? 20 gallons? 50?

24 A I have an estimate of the size of the machine  
25 and how many pounds it could clean. It was a Martin

1 25. Therefore, I would assume it would take  
2 25 pounds of clothing.

3 Q But you don't know what volume of --

4 A I don't know how much the tank would hold.

5 Q I'm focused now on the machine. You described  
6 where the Perc is put into it. During the time  
7 that you worked at Hillview Cleaners, was there  
8 any sort of secondary containment around the  
9 machine? A pan or a rim of concrete or anything  
10 that would be designed to prevent a spill out of  
11 the machine from spreading across the floor?

12 A Not to my knowledge.

13 Q Do you recall a drain in the floor near the  
14 machine?

15 A There was no drain near the machine.

16 Q Were there any floor drains that you recall?

17 A No. There was a -- there was a sink in the  
18 bathroom and a sink behind a wall and in front of  
19 that wall was a dry-cleaning machine. When you  
20 mean a drain, could you be more specific as to  
21 what you mean as a drain?

22 Q What I was asking about is a hole in the floor  
23 which connects to a system of pipes designed to  
24 carry away liquids that's covered with a perforated  
25 plastic or metal grate.



1 A No.

2 Q Were records kept while you worked at Hillview  
3 Cleaners as to when Perc deliveries were made?

4 A No.

5 Q Were records kept of how much Perc was delivered?

6 A If receipts of Perc being delivered of the  
7 gallons that may have -- that were delivered  
8 during the time period of a -- in other words, at  
9 the end of the month you would get a bill that would  
10 say that they had delivered so much of chemicals  
11 to this location.

12 Q Do you know what happened to those bills? Were  
13 they turned over to Mr. Lee when he purchased the  
14 business?

15 A I don't know if they were.

16 Q Do you know where they are now?

17 A No.

18 Q Let me ask you a few more questions. Again,  
19 focusing on the machine, near the machine there is  
20 a filter for the dry-cleaning fluid; is that correct?

21 A I don't know what you are talking about, a filter.

22 Q Is the Perc used just once for one cleaning or  
23 is it used more than once?

24 A It's used more than once.

25 Q And once it has been used for a while, is it

1 put through a process of filtration to clean out  
2 impurities?

3 A To my knowledge, yes.

4 Q And that thing that has the filter -- or the  
5 filter, was there one for this machine?

6 A Yes.

7 Q Where was that located?

8 A It was located behind the wall of the dry-cleaning  
9 machine.

10 Q At some point the dry-cleaning fluid would get  
11 too dirty to continue to use; is that correct?

12 A Yes.

13 Q And what would -- while you were there, what  
14 would Hillview Cleaners do with dry-cleaning fluid  
15 that had become exhausted and needed to be replaced?

16 A They would put it through a filtering system.

17 Q And now it's all filtered. What happens then?

18 A Then it's returned either to the tank as a  
19 purified solvent.

20 MR. WOOD: Either the tank or --

21 THE WITNESS: The tank of the Martin 25.

22 BY MR. SCANLAN:

23 Q Right.

24 A It would go from the Martin 25 from the best of  
25 my knowledge to the filters in the back, go through

1 the filters, and then it would return to the tank.

2 Q Did you ever have to replace fluid that had  
3 become so used it couldn't be used anymore? Let  
4 me ask it a different way.

5 Did Hillview Cleaners ever summon people  
6 while you worked there to remove cleaning fluid?

7 A Yes. In other words, there's certain cleaning  
8 fluid that would be so dirty that you would have  
9 to store it and then be removed by either a  
10 supplier or by the waste collection companies.

11 Q I'm with you then. I think we're saying the  
12 same thing. For a while you continued to filter  
13 it to clean it but at some point you have to  
14 replace the fluid. Correct?

15 A There is a loss because of the -- the fluid is  
16 one which has a very toxic smell to it and it also  
17 dries very quickly. So, I mean, you wouldn't take  
18 a bowl of it and put it out because it would  
19 evaporate. So it would have to be in a contained  
20 item.

21 Q Let's talk through what that procedure was and  
22 you started on it. Once it's been determined that  
23 the fluid has to be replaced, you said it was put  
24 somewhere to be held; is that correct?

25 A Yes.

1 Q Where was it put during the time that you  
2 worked there?

3 A The time I worked there, there was either a 25-  
4 or 30-gallon container that would capture -- that  
5 had the residue. Didn't look like dry-cleaning  
6 solvent anymore. It looked like waste material.

7 Q What kind of container was that, 25- or  
8 30-gallons?

9 A Some metal container.

10 Q Like a small barrel?

11 A A small barrel.

12 Q Let me ask you a separate question. You said  
13 that once the cleaning fluid has been filtered and  
14 filtered and it's ready to get rid of, it looks  
15 like junk. It doesn't look like cleaning fluid  
16 anymore.

17 Is the same thing true for material that's  
18 collected inside the filter? Let me ask it a  
19 different way.

20 Did the filter also have to be cleaned as  
21 well?

22 A Filters were replaced. Let me call them  
23 cartridges.

24 Q When a cartridge would become no longer useful,  
25 how would it be disposed of?

1 A It would be put in an open barrel. There's no  
2 top on it. It would be stacked in this barrel.  
3 First of all, it would -- and lid would go on it  
4 and it would be transported away.

5 MR. WOOD: You said there was no top on it  
6 and then you said there was a lid?

7 THE WITNESS: In other words, there's a  
8 band that goes around this lid if I remember  
9 correctly. All right? We're just talking about  
10 procedure here. Right?

11 BY MR. SCANLAN:

12 Q Correct.

13 A I mean, I never did any of this, but this was  
14 only done in there -- I was not there and done by  
15 either employees or my father. There would be a  
16 drum. The drum has a bottom to it and a cartridge  
17 would be put inside the drum. There would be  
18 several cartridges in this piece of machinery. It  
19 would be put inside. Okay. Then you could take  
20 and snap on a top that you would have a band that  
21 would close it and it would also have a screw top  
22 on top of it.

23 Q Was that barrel picked up at the same time the  
24 small barrel with cleaning fluid was picked up?

25 A I don't know but it was picked up, both

1 barrels. Both containers.

2 Q Same removal company to your knowledge or  
3 different?

4 A I do not know. I think it was different. At  
5 times it was different.

6 MR. WOOD: Do you know what he meant? He  
7 meant was it different for the drum of the  
8 cartridges than it was for --

9 THE WITNESS: Sorry. I didn't understand  
10 that. I don't know. I don't know if it was a  
11 different company.

12 BY MR. SCANLAN:

13 Q Do you know the names of either -- strike that.

14 Do you know the names of any of the  
15 companies that picked up Perc from Hillview  
16 Cleaners?

17 A No.

18 Q Do you know the name of any of the companies  
19 that picked up the spent cartridges from Hillview  
20 Cleaners?

21 A No. I can only say the refuge company that  
22 serviced the building.

23 MR. WOOD: Are you saying you think that's  
24 the company?

25 THE WITNESS: Yeah. I would think that

1       because -- yeah.

2       BY MR. SCANLAN:

3       Q   Do you know if the spent filter cartridges  
4       required any sort of unusual or special disposal  
5       as opposed to just regular garbage?

6       A   I did not know if there was any difference  
7       doing it as garbage or a special disposal. I  
8       don't know. This is an area I'm not familiar  
9       with.

10      Q   Okay. We talked about how the spent material  
11      was stored. Then it was just physically  
12      transported. Those barrels of spent fuel -- or  
13      spent cleaning fluid and spent filters would be  
14      physically moved out of your business or the  
15      business and onto a truck?

16      A   No. It would not go out the front door. It  
17      would go out the back door to a collection area  
18      where garbage was collected.

19      Q   Where is the area that garbage was collected?

20      A   It's at the southwest furthest -- where the  
21      garage cans, where the garbage was delivered --  
22      picked up, picked up at the most southerly section  
23      of the shopping center. It was not put in a  
24      Dumpster.

25               MR. SCANLAN: We've been going about an

1 hour. Shall we take a five-minute stand up and  
2 stretch break?

3 MR. WOOD: Sure.

4 (Whereupon, a brief recess was taken.)

5 MR. SCANLAN: We're back on the record.

6 BY MR. SCANLAN:

7 Q Mr. Zambetti, I have a couple of questions on  
8 others we have already covered to finish up with.  
9 One of the questions I asked you is who you knew  
10 to have been an employee of Hillview Cleaners  
11 during the time you worked there.

12 Did you ever have any family members, brothers  
13 or sisters who worked there with you?

14 A I have an older brother who worked there as I  
15 did at the time of sweeping the floor, and he's  
16 the only -- he's the only one that would be a  
17 relative of mine that would -- well, and my cousin  
18 who -- well, she didn't work there. No. No. She  
19 just came in and asked for free dry-cleaning.

20 Q That's a relative all right.

21 A That's the problem with owning the dry cleaners,  
22 and they want their cleaning done quickly. It  
23 would be my brother who is -- who lives in -- my  
24 brother.

25 Q That was my next question, his name?



1 A Peter N. Zambetti.

2 Q And his residence address?

3 A I don't know his residence address.

4 Q Do you know what city he lives in?

5 A He lives in Oregon. He lives in a town called  
6 Little Orchard, Oregon, I believe.

7 Q You indicated that Peter did some work  
8 sweeping. To your knowledge how many years did he  
9 work there?

10 MR. WOOD: When you say years, you're  
11 including part-time? 8 years old?

12 THE WITNESS: He didn't really work, you  
13 know. He didn't work. My brother is not --

14 MR. WOOD: Not a worker?

15 THE WITNESS: Is not capable of work.  
16 He's four years older than I am and he's not.

17 BY MR. SCANLAN:

18 Q He needs a sheltered work environment?

19 A No.

20 Q Okay.

21 A He's --

22 MR. WOOD: His question is did he work in  
23 the dry cleaners.

24 THE WITNESS: Yes. He did work.

25 MR. WOOD: And for how long?

1 THE WITNESS: Probably until he was 19.  
2 He's four years younger -- older than I was. So I  
3 was 15. He was 19. He left at that time. Yeah.

4 BY MR. SCANLAN:

5 Q At the very beginning of today we identified  
6 Julia Zambetti as your mother. Is she still  
7 alive?

8 A No. She passed away.

9 Q I'm sorry to hear that. During your previous  
10 testimony you indicated that when the filter  
11 cartridges needed to be replaced, they were put in  
12 a drum.

13 Do you recall that?

14 A Uh-huh.

15 Q Physically how were the cartridges moved from  
16 the filter to the drum?

17 A Well, I don't know. They would -- you would  
18 open up something and you would pull on a cartridge  
19 after it had drained for a considerable amount of  
20 time, and then it would be put inside this. So it  
21 would be right in that -- your work area would be  
22 about 4 or 5 square feet like this (indicating).

23 Q Let me break that down into some pieces. Before  
24 you took the filter out, the process was, I think  
25 you said, to drain the fluid out of the filter so

1       that there wouldn't be any left in the cartridge;  
2       is that correct?

3       A    That would be -- yeah.

4       Q    How long does it take for the fluid to go all  
5       the way to the bottom so it's out of those filters?

6               MR. WOOD:  Let me interject something  
7       here.  You didn't do this yourself.  Right?

8               THE WITNESS:  That's right.  I didn't do  
9       this.

10              MR. WOOD:  This is what you observed.

11              THE WITNESS:  This is what I observed and  
12       this is what I can also say that -- how the piece  
13       of equipment may work.

14              MR. WOOD:  No.  He's asking you what you  
15       observed.  You are not to make assumptions how the  
16       piece of equipment worked or how you think it  
17       happened.  What did you observe?

18              THE WITNESS:  I would observe that  
19       24 hours before they would drain these cartridges,  
20       and I would also observe on very, very few  
21       occasions the removal of the -- because I never  
22       removed them -- and the removal of them.

23       BY MR. SCANLAN:

24       Q    Did you ever see any fluid drip out of one of  
25       the filters?

1 A No.

2 Q As far as what you saw and you observed, there  
3 was never a time when the filters were removed,  
4 the cartridges were removed from the filtering  
5 machine while it still had liquid Perc in them?

6 A Right.

7 Q And you never saw any dribble as they moved  
8 from the machine to the barrel which was a foot or  
9 2 or 3 feet away?

10 A That's right.

11 THE WITNESS: Can I mention how expensive  
12 the equipment -- the --

13 MR. WOOD: No. He hasn't asked you that.

14 BY MR. SCANLAN:

15 Q How expensive is the equipment?

16 A You mean the fluid?

17 Q Yes.

18 A Well, it's -- I don't know what the price of it  
19 today is, but it was at least -- then gasoline may  
20 have been 75 cents a gallon. This was like \$3 to  
21 \$4 a gallon. So the incentive would have been for  
22 someone doing a going concern to not to let it  
23 leak or to let it drain as long as possible to  
24 save as much as possible.

25 Q Which brings me to a question. We have already

1 talked about the fact this Perc will evaporate,  
2 and we have already talked about the fact, I think,  
3 that the removal of the Perc is handled as a  
4 potentially dangerous chemical.

5 MR. WOOD: Well, what do you mean by  
6 "dangerous"?

7 MR. SCANLAN: Toxic, regulated, et cetera.

8 MR. WOOD: I'm not sure it's regulated in  
9 those days, but when you say dangerous -- you said  
10 something about being toxic. Is that right?

11 THE WITNESS: It was toxic to me. It did  
12 not make me feel --

13 BY MR. SCANLAN:

14 Q It made you feel sick?

15 A Yes.

16 Q Because the Perc was so expensive and other  
17 reasons to keep track of it besides being  
18 expensive, what to your knowledge did Hillview  
19 Cleaners do during the time you worked there to  
20 compare the quantity of Perc that was brought into  
21 the facility versus the quantity of Perc that was  
22 removed as dirty and useless?

23 MR. WOOD: No guessing. What do you know?

24 THE WITNESS: I don't know. I don't know  
25 a figure like that. I would say at the beginning

1 in my life from sweeping the floor -- I don't  
2 know. I don't know. I don't know.

3 BY MR. SCANLAN:

4 Q Well --

5 A I don't remember.

6 Q Let me ask it a different way then. During the  
7 time you worked there, as a part of your duties,  
8 you were not required to keep a record of any  
9 amount of Perc that came in as opposed to the  
10 amount of Perc that went out?

11 A I didn't keep records but I had delivery  
12 receipts of how much Perc was ordered. I didn't  
13 keep any records or there was no records kept on  
14 when the dirty, dirty Perc, you know, or residue  
15 was removed, but you could -- as your sales volume  
16 increased, your use of those materials such as  
17 Perc, hangers, plastic bags, ammonia, all of the  
18 other chemicals that are involved in dry cleaning,  
19 sulfates and so on and so forth and soaps would  
20 also increase. Now, that's saying that garments  
21 changed from 1957 to 1983, types of garments, and  
22 therefore the process changes also.

23 Q That's still a little bit different than my  
24 question, which was: Was there ever to your  
25 knowledge any attempt to compare the volume of

1 Perc that was delivered to Hillview Cleaners  
2 versus the volume that was removed as dirty?

3 A No. I understand your question now and I  
4 believe I can say no to that.

5 Q Because it was so expensive and because it --  
6 well, because it was so expensive, no effort was  
7 made to track the use of that chemical amount used  
8 in versus out?

9 A No. There was no -- a better figure is the  
10 number of hangers which would be purchased  
11 during --

12 MR. WOOD: Let's just stick to the  
13 question, and I have to interpose an objection  
14 because I think there's an assumption that you are  
15 making there that there's actually fluid which is removed  
16 and I don't think that's what he's testifying. I  
17 think he's saying there's residue, there's dirt,  
18 there's all this stuff that comes out of the  
19 clothes that's removed that may have soaked PC or  
20 whatever.

21 BY MR. SCANLAN:

22 Q Let me clarify that. You saw the buckets of  
23 spent Perc. Correct?

24 A Yes. Yeah. It wouldn't be in a bucket but yes.

25 Q A barrel?

1 A A barrel.

2 Q Was it liquid or solid?

3 MR. WOOD: You're asking if he saw inside  
4 it?

5 BY MR. SCANLAN:

6 Q Yeah.

7 A Well, I didn't look inside to look at it. It  
8 was a sludge.

9 Q Semi solid? Semi liquid?

10 A (Witness nods head up and down.) Like a  
11 Roto-Rooter when you pull back the snake.

12 Q Earlier you testified about how the machine was  
13 refilled with Perc through this hose that was  
14 brought in that nozzle.

15 Were there ever times when the machine was  
16 simply topped off rather than completely refilling  
17 it?

18 A Topped off?

19 Q Machine has been running for a while. The  
20 fluid is evaporating as it should do.

21 MR. WOOD: You're basically asking whether  
22 he knows the different volume of Perc that may  
23 have been put in the machine at any given time?  
24 Whether it was just a few gallons or -- do you  
25 know?



1 THE WITNESS: I don't know the capacity of  
2 the tank but the dry cleaner in the back would -- or  
3 the person would say I need 20 gallons or 10 gallons  
4 or 5 gallons or 8 gallons or 25 gallons.

5 BY MR. SCANLAN:

6 Q And my question is rather than an order where  
7 you say we're going to have to refill this machine  
8 from the bottom and we're going to start it fresh,  
9 were there ever times where less than a full new  
10 tank of fluid of cleaning fluid was placed into  
11 the cleaner?

12 MR. WOOD: Do you know the answer to that  
13 question?

14 THE WITNESS: I don't know the answer to  
15 that. I have no idea.

16 BY MR. SCANLAN:

17 Q Do you know whether or not there were depletions  
18 that occurred in the fluid periodically that required  
19 refilling before complete change out of the fluid?

20 MR. WOOD: Not sure I understand that  
21 question.

22 MR. SCANLAN: Whether he saw it or not,  
23 whether he knows and the answer is intuitive to  
24 me, you put in Perc. You can either use it until you  
25 recycle it or you can find out, hey, this has not got

1 all the Perc that it needs. I'm going to add 2  
2 gallons or I'm going to add a gallon or I'm going  
3 to add a cup.

4 BY MR. SCANLAN:

5 Q And my question is do you know whether there's  
6 intermediate -- or whether at Hillview Cleaners  
7 there were any intermediate refills of the cleaning  
8 machine between complete refills?

9 MR. WOOD: Well, I think he did answer  
10 that.

11 THE WITNESS: Oh, between fill-ups?

12 BY MR. SCANLAN:

13 Q Yes.

14 MR. WOOD: I think you answered that, but  
15 you can go ahead and answer it again.

16 THE WITNESS: Take my previous answer, I'm  
17 not very familiar with the operation of that  
18 particular piece of machinery.

19 BY MR. SCANLAN:

20 Q So you don't know if it required periodic refills  
21 between complete refilling?

22 A I would assume it does.

23 MR. WOOD: Don't assume. What did you observe?  
24 What do you know?

25 THE WITNESS: I don't know.

1 BY MR. SCANLAN:

2 Q Do you know during the time that you worked at  
3 Hillview Cleaners who was responsible for placing  
4 insurance for the business?

5 A My father and mother, Peter Zambetti and Julia  
6 Zambetti.

7 Q Did one or the other of them take the lead on  
8 insurance or you think they both were equally  
9 involved?

10 A I believe my father was more in a decision  
11 making process than my mother.

12 Q Do you know who your father's insurance broker  
13 was during time that you worked at Hillview Cleaners?

14 A Yes. There were two insurance brokers:  
15 Dempsey Insurance service who is the owner of the  
16 shopping center and Saratoga Insurance owned by  
17 Steve Abby, the other Dempsey Insurance is owned  
18 by A.A. Dempsey.

19 Q I think I heard you say Dempsey Insurance was  
20 the owner of the premises?

21 A Yeah. Al Dempsey owned the Saratoga Village  
22 Shopping Center.

23 Q How is it that you know that?

24 A He was a dry-cleaning customer.

25 Q And he said I own this shopping center?

1 A He came in on a regular basis.

2 MR. WOOD: And he's saying did he tell you  
3 he was the owner of the shopping center? Did you  
4 assume it or did he tell you?

5 THE WITNESS: I didn't assume it. I  
6 didn't -- I was told by my parents, and he  
7 individually, Mr. Dempsey, did not tell me that he  
8 owned the shopping center, but he was owner of the  
9 shopping center. I mean, everybody knew it. A very  
10 nice man, very nice. I used to deliver dry cleaning  
11 to him.

12 BY MR. SCANLAN:

13 Q One of the things that I didn't mention to you  
14 is as I'm asking questions I'm not asking for any  
15 information given to you by your attorneys.  
16 Conversations you may have had with Mr. Wood or  
17 Mr. Cardosi are off limits to me. So without  
18 looking into that information, I want to ask you  
19 some questions about the complaint.

20 You were served with the complaint where  
21 the Burrell 1937 Trust was the plaintiff; is that  
22 correct?

23 A Yes.

24 Q And what did you do when you got the complaint?

25 A I went to my insurance agent. I mean, I went

1 to the insurance company that covered me, the agent  
2 which was at that time Saratoga Insurance which  
3 ended up to be Bill Tubbs Insurance. That's the  
4 name of the company, Bill Tubbs Insurance. That  
5 is now owned by -- is owned by Dan Abby who is the  
6 son of Steve Abby who was the owner of Saratoga  
7 Insurance.

8 Q During the years that you worked at Hillview  
9 Cleaners, do you ever recall any of your neighbors,  
10 the tenants surrounding Hillview Cleaners coming  
11 onto the premises to complain about the odor of the  
12 cleaning fluid?

13 A No.

14 Q Over the years did you ever -- over the years  
15 you worked at Hillview Cleaners, did you ever have  
16 occasion to have complaints from neighboring  
17 tenants about standing, pooling dry-cleaning fluid  
18 being present outside the front door of the  
19 premises?

20 A No.

21 Q At or around the time Mr. Lee was negotiating  
22 with purchasing the business, did he ever ask  
23 anyone to your knowledge what process Hillview  
24 Cleaners had used over the years to remove spent  
25 Perc from the premises?

1 A No.

2 Q During the time that you worked at Hillview  
3 Cleaners, did any of the employees ever say to you  
4 that they had intentionally taken Perc and dumped  
5 it in the sink in the premises?

6 A No.

7 Q Did any employee ever tell you they had thrown  
8 Perc out the back door?

9 A No.

10 Q And likewise for the front door.

11 A No to the front and to the back door.

12 Q At any time -- that would include the time that  
13 you worked there and then since then -- have you  
14 ever heard any report that an employee of Hillview  
15 Cleaners accidentally spilled Perc?

16 A No.

17 Q Are you aware of any investigation conducted by  
18 the City of Saratoga with regard to discharges from  
19 the Hillview Cleaners premises?

20 A There's been no investigation to my knowledge  
21 by the City of Saratoga.

22 Q Same question for the regional water quality  
23 control board, have you ever heard that the site  
24 is subject to oversight by the regional water  
25 quality control board?

1 MR. WOOD: At what time?

2 MR. SCANLAN: At any time.

3 THE WITNESS: Seven years ago when they  
4 first started to work on, you know -- this is not  
5 a new story, and I believe six to seven years ago  
6 they started a plan to deal with the problem that  
7 they had or that is there or that they believe to  
8 be there and that's when I was inquired -- I was  
9 informed that there would be other agencies  
10 involved, the water board so to speak. I don't  
11 know which water board.

12 MR. WOOD: His question was were you ever  
13 informed the water board was going to supervise  
14 the site.

15 THE WITNESS: No. Not the water board but  
16 it's -- I was informed that they were developing  
17 some type of plan to remove what they considered  
18 to be a problem and it would have to be reviewed  
19 by a water board. I don't know if it's Santa  
20 Clara Valley Water District or, you know, the Bay  
21 Area Air Pollution Control District. I don't  
22 know.

23 BY MR. SCANLAN:

24 Q Without regard to anything your counsel has  
25 told you, do you believe that the site has been

1 cleaned up, that it's no longer subject to  
2 regulatory oversight?

3 MR. WOOD: I would object to that  
4 question. I think that does call for  
5 attorney-client communication and calls for legal  
6 conclusion, and I don't think it's appropriate to  
7 ask him that question.

8 BY MR. SCANLAN:

9 Q So you don't know about the status of the  
10 project except from things that your counsel might  
11 have told you?

12 A That's right.

13 Q When you say there were problems out there in  
14 describing the site just a moment ago, did you ever  
15 form an opinion or belief as to who caused the  
16 problem?

17 MR. WOOD: Objection. Same objection. I  
18 think it calls for a legal conclusion. I think  
19 you can ask him questions about facts. He knows  
20 of a custom of spills. You can ask him about  
21 spills, but I don't think it's appropriate to ask  
22 him legal conclusions.

23 MR. SCANLAN: I don't really think it was  
24 a legal conclusion. I was asking whether he had  
25 formed an opinion whether it's right or wrong.



1 What the foundation is I don't know but --

2 MR. WOOD: We have been sending him copies  
3 of reports from our consultants and been giving  
4 him our opinions, and I don't want him trying to  
5 respond to something like that and clearly is  
6 going to be a legal issue in this case and is also  
7 information that he gets from his lawyers. I mean,  
8 I think pretty much every piece of information he  
9 has about this case comes from his lawyers.

10 MR. SCANLAN: I'll withdraw that question.

11 MR. WOOD: But you're welcome to ask him about  
12 spills or anything he knows about.

13 BY MR. SCANLAN:

14 Q I would like to ask you about spills. Are you  
15 aware of any spills of Perc that occurred at  
16 Hillview Cleaners?

17 A I'm familiar --

18 MR. WOOD: Yes or no.

19 THE WITNESS: Yes.

20 BY MR. SCANLAN:

21 Q What are you familiar with in that regard?

22 A An incident -- I was not present at the time --  
23 delivery of chemicals and the delivery to the  
24 dry-cleaning machine and putting the material in  
25 the dry-cleaning machine, the solvent. I was told

1 that someone had hit the hose and also that the on  
2 and off switch of the nozzle didn't turn off and  
3 solvent had come out of the tank and got onto the  
4 baskets of clothes, and I arrived there, and there  
5 was the person delivering the solvent, and one of  
6 the workers was cleaning it up. I don't know how  
7 much, but, I mean, it was more than -- you know, I  
8 don't know how much it was.

9 Q Let me get just a little bit more information  
10 and we'll go and look at that in greater deal.

11 Are there other spills you are familiar  
12 with?

13 A One other incident in the back alleyway where  
14 the store was burglarized in the -- my recollection  
15 in the early, early '70s where the intruder --

16 MR. WOOD: He's not asking you about the  
17 incident yet.

18 THE WITNESS: All right. All right.

19 BY MR. SCANLAN:

20 Q So there was a spill associated with that  
21 burglary?

22 A I believe so, yes.

23 Q Where did the spill occur?

24 A Outside the building in the alleyway in the  
25 rear.

1 Q How close to the back door?

2 A Within probably right outside the back --  
3 there's two back doors. Outside the far west back  
4 door.

5 Q Within how many feet of the door would you say  
6 it was?

7 A I don't know. I would say three feet.

8 Q All right.

9 A I think there's more to it, though.

10 Q What more do you think there was?

11 A It was a break-in attempt.

12 MR. WOOD: Are you saying there was more  
13 to the incident that he hadn't asked you about  
14 yet?

15 THE WITNESS: Yet.

16 MR. WOOD: Then let's let him ask it. You  
17 don't have to narrate it for us at this point.

18 BY MR. SCANLAN:

19 Q Is it your belief whoever attempted to break in  
20 caused or created the spill of Perc?

21 A Yes.

22 Q What do you believe the mechanism was?

23 A The 30-gallon barrel, 40-gallon barrel was put  
24 on top of an empty 52-gallon barrel, and the  
25 person was able to climb up on top of that and

1 break the transom window, gain access to the dry  
2 cleaners and the barrel was kicked off as he entered  
3 in.

4 MR. WOOD: Smaller barrel?

5 THE WITNESS: A smaller barrel, yes.

6 BY MR. SCANLAN:

7 Q And this is the one with the filtered goo in  
8 it?

9 MR. WOOD: Do you know what was in that  
10 smaller barrel?

11 THE WITNESS: I have no idea what was in  
12 the smaller barrel. It could have been fresh  
13 dry-cleaning fluid but you know . . .

14 MR. WOOD: When you say could, you don't  
15 know. Right?

16 THE WITNESS: Yeah. I have no idea. I  
17 don't know what's in there.

18 MR. WOOD: That's the answer.

19 THE WITNESS: What was in there spilled  
20 out.

21 BY MR. SCANLAN:

22 Q Early '70s this occurred. Was a police report  
23 filed, do you recall?

24 A The sheriff's report, I assume so, yes. I assume  
25 that there was.

1 MR. WOOD: You are not supposed to assume.

2 THE WITNESS: Okay. I don't know if  
3 there's a police report filed. Well, yeah. Yeah.  
4 Police report was filed to get the insurance  
5 company to pay for the window.

6 BY MR. SCANLAN:

7 Q Okay. What was done to clean up the product or  
8 the contents of the barrel that was turned over?

9 A I don't know. I wasn't there to clean it up.  
10 I did not clean it up.

11 Q Do you know who did clean it up?

12 A My father.

13 MR. WOOD: How do you know there was a spill?

14 THE WITNESS: Well, I was told actually.  
15 I saw the barrel down there and saw something but  
16 I was -- I wasn't there at the scene and I wasn't  
17 the one that discovered it. I wasn't -- I was not  
18 the discovery person of the burglary or of the  
19 container that was on the walkway in the back.

20 BY MR. SCANLAN:

21 Q Aside from the two spills that you have  
22 reported, the one that you associate with the  
23 burglary and the one that is associated with the  
24 filling of the machine, are there any other spills  
25 that you are aware of?

1 A No.

2 Q Do you recall that an insurance claim was made  
3 in connection with the burglary in the early '70s?

4 A I believe so, yes.

5 Q Let's go back to that first spill that you  
6 recounted, the one where the nozzle is in the  
7 machine and someone kicked the hose as you heard  
8 it.

9 A Or a malfunction of the nozzle.

10 Q Did you ever hear who allegedly kicked the hose?

11 A No.

12 Q You indicated that there may have been a problem  
13 with the on and off switch on the hose. Do you  
14 know whether the mechanism -- the hose becoming  
15 disconnected from the machine was caused by that  
16 on/off switch kicking off and --

17 A I don't know.

18 Q Do you know the name of the company that was  
19 delivering the Perc when this event occurred?

20 A No.

21 Q When did this occur approximately?

22 A In the early '70s to the best of my memory.

23 Q Do you know how the spill that occurred when  
24 the hose came out of the machine was cleaned up?

25 A It was cleaned up with -- well, how it was

1 cleaned up was --

2 MR. WOOD: Don't assume.

3 THE WITNESS: Yeah. There was clothing in  
4 baskets that were prepared to be dry cleaned and  
5 the majority of it went on these clothes and the  
6 rest of it was picked up with towels and cleaning --  
7 yeah -- you know, cleaning towels they would use  
8 on the floor to get dust, and then they were put  
9 back -- things were dry cleaned. I mean, in other  
10 words, you didn't let it lay on the floor.

11 BY MR. SCANLAN:

12 Q Do you recall whether at the time this occurred  
13 anyone at Hillview Cleaners made a demand on the  
14 company that was delivering the cleaning fluid to  
15 become involved in cleaning the floor?

16 A Demand, what do you mean "demand"?

17 Q Maybe it was their defective nozzle that caused  
18 this, but you have a store with fluid all over, and  
19 I'm wondering if anyone to your knowledge went back  
20 to them and said this is your fault. You clean it  
21 up.

22 MR. WOOD: Objection. That assumes facts  
23 not in evidence. It's compound. Can you rephrase  
24 it?

25 MR. SCANLAN: Sure. Let me have the

1 question back.

2 (Whereupon, the record was read.)

3 MR. WOOD: I think the assumption is there  
4 was a large volume of fluid all over that they  
5 needed some cleaning company to come in and that's  
6 what he's not testifying. He said most was on the  
7 clothes and they used some towels to clean up the  
8 residue.

9 BY MR. SCANLAN:

10 Q I think I can make the question as non compound  
11 and really short. Do you know if anyone from  
12 Hillview ever made demand on the company that  
13 delivered the fluid that they take responsibility  
14 for the spill?

15 MR. WOOD: That's ambiguous but if you  
16 understand what he's asking --

17 THE WITNESS: I --

18 MR. WOOD: I would object to the form of  
19 the question.

20 THE WITNESS: I don't know the answer to the  
21 question. I can't answer it.

22 BY MR. SCANLAN:

23 Q You can't. Okay.

24 MR. WOOD: You are using the word  
25 responsibility in a case where it doesn't really seem



1 to apply. I don't think he thinks it applies.

2 MR. SCANLAN: I am trying to do it maybe  
3 colloquially, and what I tried to do is set it up,  
4 here is a spill. It's not a happy occasion and  
5 there's some inclination the delivery company was  
6 responsible for it and I'm wondering if anyone  
7 went to them and said fix it.

8 MR. WOOD: This was the early '70s. There  
9 was a spill. They cleaned it up and went on with  
10 the business. This wasn't something that happened  
11 in 2000 and they brought out all these entities to  
12 check it. I think you're assuming there's a  
13 responsibility of --

14 MR. SCANLAN: David, I'm not. I'm just  
15 asking whether someone from Hillview Cleaners demonstrate  
16 their belief that the delivery company was  
17 responsible for this by making a demand on them.  
18 If it was their people who did it --

19 MR. WOOD: Can you rephrase and say do you  
20 know if anybody called the company, delivery company,  
21 and talked about this incident?

22 THE WITNESS: I don't know if they called.

23 BY MR. SCANLAN:

24 Q Okay.

25 A I don't remember if they called.

1 Q Have you been in contact directly with Mr. Lee  
2 since the lawsuit was served?

3 A No.

4 Q Have you discussed the facts of the lawsuit in  
5 which we are all involved with any party other than  
6 your attorneys or your wife?

7 A Dan Abby, the insurance person.

8 Q Anyone else you can recall?

9 A My wife.

10 Q Neighbors, friends, business acquaintances?

11 A No. I haven't.

12 MR. SCANLAN: Let's take a five and I  
13 think I'm wrapped up.

14 (Whereupon, a brief recess was taken.)

15 MR. SCANLAN: We're back on the record.

16 BY MR. SCANLAN:

17 Q I just have a few more minutes to go.

18 During the time that you were employed by  
19 Hillview Cleaners, did you ever have occasion to  
20 see a visit by someone who identified themselves  
21 as the property manager for Saratoga Village  
22 Shopping Center?

23 A Not to my knowledge.

24 Q Do you recall any occasions where someone  
25 purporting to be a representative of the landlord

1 came by Hillview Cleaners to inspect the premises?

2 A Not to my knowledge.

3 Q Do you know whether or not at any time that you  
4 are familiar with whether the premises was visited  
5 by somebody saying that they were the property  
6 manager?

7 A Not to my knowledge.

8 Q At the time the spill occurred in connection  
9 with filling the dry-cleaning machine --

10 A Yes.

11 Q -- was that incident reported to any party that  
12 you believe to be affiliated with the owner, property  
13 manager or Mr. Burrell?

14 A No.

15 Q And likewise when the burglary attempt occurred  
16 and there was the spill in back, was that reported  
17 to anyone that you believed -- to your knowledge  
18 that you believed to be the property manager?

19 A No.

20 MR. WOOD: No, you don't know?

21 THE WITNESS: It was not reported to anybody  
22 that was the property manager.

23 MR. WOOD: Now do you know that?

24 THE WITNESS: I don't know. I'm just pretty  
25 sure nobody was -- I was thinking it was reported to

1 the insurance agent.

2 MR. WOOD: But how do you know your dad didn't  
3 say something to somebody?

4 THE WITNESS: Well, yeah. He could have, yes.  
5 He was the one who was there. Yeah. My father who  
6 was there at the time.

7 MR. WOOD: Just state what you know.

8 THE WITNESS: Okay. All right.

9 BY MR. SCANLAN:

10 Q Were containers of new or clean Perc ever kept  
11 inside the premises at Hillview Cleaners at any time  
12 to your knowledge?

13 A No, according to my -- not to my knowledge.

14 Q So it's your testimony that as far as you know,  
15 the only Perc at the premises was inside the machine  
16 or in the fillers?

17 MR. WOOD: I'm not sure that --

18 THE WITNESS: Wait.

19 MR. WOOD: I don't think that was his  
20 testimony. Why don't you ask the question was  
21 that the only Perc.

22 BY MR. SCANLAN:

23 Q Was that the Perc, i.e., that which was inside  
24 the machine or inside the filter?

25 A No. There was other Perc.

1 Q This is clean or new Perc we're talking about?

2 A Yes.

3 Q How much generally was kept on hand?

4 A 10 to 15 gallons.

5 Q Where was that stored?

6 A Stored in a drum.

7 Q Where within the facility?

8 A Outside or inside next to the dry-cleaning  
9 machine. I didn't understand before the question.

10 Q Are we on the same wavelength now?

11 A I believe so. I believe so.

12 Q What was the purpose for having this 10 or 15  
13 gallons of clean Perc?

14 A To dry clean the clothes. That was the reason to  
15 have it.

16 MR. WOOD: He means why was there a  
17 separate container in addition to what was in the  
18 tank.

19 THE WITNESS: If the tank had less than it  
20 needed, then you would replenish it either from  
21 the source of the barrel or you could get a barrel  
22 that was next to -- you know, that was there.

23 (Whereupon, a brief recess was taken.)

24 MR. WOOD: I think the question was there was  
25 some kind of container that had extra Perc from time

1 to time. Right?

2 THE WITNESS: Yes.

3 MR. WOOD: And I think his question,  
4 correct me if I'm wrong, is how did you replenish,  
5 how did you take the Perc out of that container  
6 and put it into the machine?

7 THE WITNESS: Okay. That's exactly -- so  
8 you are going to ask me a question on something.  
9 So go ahead and ask me the question.

10 BY MR. SCANLAN:

11 Q That was actually the question.

12 A Okay. The question is how would -- say that,  
13 again please.

14 MR. WOOD: How would you get from this  
15 extra container into the machine?

16 THE WITNESS: It would -- on this container,  
17 there was a pump, and this pump had a nozzle and  
18 you would put the nozzle either -- in the  
19 dry-cleaning machine, and you would take it from  
20 there and put it in the dry-cleaning machine.

21 BY MR. SCANLAN:

22 Q As you said you took the nozzle and put it in  
23 the dry-cleaning machine and I want to see if there  
24 is a procedure.

25 Was there a procedure in place or did you

1 ever see people pouring Perc from the barrel or dump  
2 it into a smaller container?

3 A No.

4 Q Like a gallon container?

5 A No.

6 Q To your knowledge it was always container  
7 through hose to machine?

8 A (Witness nods head up and down.)

9 MR. WOOD: Is that yes?

10 THE WITNESS: Yes. Yes. I'm sorry. I  
11 nodded.

12 MR. SCANLAN: That's all I got. I'll turn  
13 over the floor to counsel.

14

15 EXAMINATION BY MS. ARGUELLO:

16 Q Good afternoon, Mr. Zambetti. My name is Kara  
17 Arguello, and I represent Wells Fargo. We met  
18 earlier today. I'm just going to ask you a few  
19 questions to follow up on some of the things you  
20 already testified about. So forgive me if I'm  
21 jumping around a little bit.

22 First, can I get your date of birth, please?

23 A March 12, 1947.

24 Q Thank you. You mentioned that there were at  
25 least one and maybe more than one supplier who

1 would bring various items to Hillview Cleaners.

2 Can you recall the names of any of those  
3 suppliers?

4 A No. No. I can't.

5 Q The dry-cleaning machine that you referred to  
6 as the Martin 25 --

7 A Yes.

8 Q -- do you know whether that machine was already  
9 at the premises when your parents took over the  
10 business or was that something that they installed,  
11 that your parents installed?

12 MR. WOOD: If you know.

13 THE WITNESS: I do not know.

14 BY MS. ARGUELLO:

15 Q You talked earlier about when dry-cleaning  
16 fluid gets too dirty to use and it's moved from  
17 the Martin 25 to a filter to be cleaned.

18 How does that happen, if you know? Are  
19 they connected or is it -- how does that work?

20 A The dry-cleaning machine is connected to that  
21 filter system through pipes. You would turn the  
22 valve and you would be able to take the solvent  
23 from the Martin 25 to the other machine or it  
24 would constantly circulate through it.

25 Q Do you recall any occasion where those pipes



1 between the Martin 25 and the filter leaked?

2 A I -- I do not recall any leaks.

3 Q You also talked about a process by which  
4 solvents that became too dirty to use even after  
5 they had been filtered, some of it would have to  
6 be disposed. You talked about how that was  
7 transferred into a disposal container.

8 Can you tell me how that transfer took place  
9 between -- was the solvent that was to be disposed  
10 of moved from the filter into the disposal container?

11 A I'm not -- I'm not -- I cannot tell you exactly  
12 how it is done, but a valve is turned on and  
13 turned off.

14 Q So I'm talking about when you are taking the  
15 solvent that is no longer useable and you are going  
16 to dispose of it, and I believe you said that it was  
17 put in a 25- to 30-gallon container.

18 Is that done through a hose that's connected  
19 to one of the machines and sprayed into the  
20 container? I'm just trying to figure out how that  
21 works.

22 A To the best of my knowledge, it is a hose or a  
23 pipe.

24 Q Did you ever hear or -- strike that.

25 Are you aware of any spills or leaks

1       happening during this process of transferring  
2       dirty --

3       A    No.

4       Q    -- solvent to the disposal container?

5       A    No.  I know of no leaks.

6       Q    You referenced kind of a general refuse company  
7       that serviced the company.  Do you recall what the  
8       name of that company was?

9       A    No.  I don't.

10      Q    With respect to the spill that you described  
11      that took place when the dry-cleaning machine was  
12      being filled, did that occur before or after the  
13      spill that was associated with the burglary?

14      A    The burglary -- the spill was first.  The  
15      spill --

16               MR. WOOD:  You said before that the  
17      burglary you thought was in the early '70s.

18               THE WITNESS:  Yes.

19               MR. WOOD:  When was the other spill?

20               THE WITNESS:  The other spill was in the  
21      early '70s as well.

22      BY MS. ARGUELLO:

23      Q    I'm trying to establish which occurred first if  
24      you recall.

25      A    I don't recall which happened first.  I know of

1 the two incidents, but they happened in the early  
2 '70s. I cannot give you a year -- trying not to --  
3 I would be speculating.

4 Q With respect to the spill associated with  
5 filling the machine, you mentioned that a delivery  
6 person and a worker were cleaning it up.

7 Do you know who the worker was? Let me  
8 back up. Was that a worker from Hillview Cleaners?

9 A Yes.

10 Q Do you know who that person was?

11 A I don't know exactly who it was at that time.  
12 There was several people that were working there  
13 at that time.

14 Q Do you know if it was a man or a woman?

15 A I would say -- I don't know.

16 Q With respect to the spill that was associated  
17 with the burglary, you mentioned a barrel being  
18 kicked over or somehow knocked over resulting in a  
19 spill outside.

20 Do you know whether that material that spilled  
21 out, was that liquid or was it the sludge that you  
22 mentioned earlier?

23 MR. WOOD: You were told of this. Right?

24 THE WITNESS: Yes. I was told of this.

25 MR. WOOD: Were you told whether it was

1 sludge or liquid?

2 THE WITNESS: I wasn't told if it was sludge  
3 or liquid, but I can say that that container normally  
4 had the sludge in it.

5 MR. WOOD: Okay.

6 BY MS. ARGUELLO:

7 Q Finally, do you recall any changes in the  
8 operating procedures at Hillview Cleaners in the  
9 early 1980s?

10 A There was no changes. Same equipment. There  
11 was no changes.

12 Q Were you aware of any environmental laws or  
13 regulations coming into effect -- I'm not asking  
14 you to describe the content at all or your  
15 understanding -- but were you aware some  
16 environmental legislation was being passed in the  
17 early 1980s?

18 A No.

19 MR. WOOD: At the time.

20 BY MS. ARGUELLO:

21 Q So no changes as a result of any laws or anything  
22 going into effect?

23 A No.

24 MS. ARGUELLO: Those are all the questions  
25 I have. Thank you.

1 MR. WOOD: I'm going to ask a question  
2 here. I don't usually do this but I want to  
3 clarify some things because I think that's why  
4 we're here today, and I appreciate Counsel has been  
5 focusing on that and what you knew at the time,  
6 the history of this, and we all appreciate it.

7  
8 EXAMINATION BY MR. WOOD:

9 Q You have given a time period of about -- I  
10 guess you were 8 years old or so when you started  
11 sweeping the floors there?

12 A Yes.

13 Q And so that would be -- you were born in '47.  
14 So that would be about 1955?

15 A Yes.

16 Q Your parents bought this 1951; is that right?

17 A I believe 1953.

18 Q And during the time that you were working, you  
19 mentioned several different tasks that you had.

20 Would you do all those tasks every single  
21 day or would it vary from day to day?

22 A It would vary from day to day.

23 Q And do you have any estimate over that, let's  
24 say, about ten-year period where you were working  
25 kind of part-time at the dry cleaners about how

1 much of your day in an average you would spend  
2 connected with dry-cleaning work?

3 A Approximately four hours a day. That doesn't  
4 mean four hours in the shop.

5 Q No.

6 A It's four hours.

7 Q Of that four hours, how much of that time was  
8 connected to the delivery work that was picking up  
9 the clothes, making out tickets for the clothes,  
10 delivering the clothes, and returning -- driving  
11 back and forth?

12 How much of your day on an average would  
13 that be?

14 A About 90 percent of the time. Maybe 80 percent  
15 of my time was in the actual delivery process.  
16 Maybe an -- yeah.

17 MR. WOOD: That's all. I just wanted to  
18 clarify.

19 THE WITNESS: 75, 80 percent.

20 MR. SCANLAN: Okay.

21 MR. McGAW: No questions today.

22 MR. WOOD: We have an agreement that  
23 Mr. McGaw is going to pass today to save us time and  
24 he'll have a chance to ask more questions. I will --  
25 we would not want to give the other attorneys who

1 had the opportunity today the opportunity to do it  
2 again unless there's something they follow up with  
3 Mr. McGaw --

4 MR. McGAW: And we appreciate that.

5 MR. WOOD: -- to clarify.

6 MR. SCANLAN: Okay.

7 (Whereupon, the deposition of EUGENE  
8 ZAMBETTI, VOLUME I, was concluded at 12:19 p.m.)

9

10

11

\_\_\_\_\_  
EUGENE ZAMBETTI

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DATE

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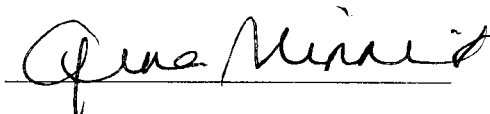
1 I, GINA MINNIS, C.S.R. #11996, a Certified  
2 Shorthand Reporter in and for the State of  
3 California, do hereby certify:

4 That prior to being examined, the witness  
5 named in the foregoing deposition was by me duly  
6 sworn to testify the truth, the whole truth, and  
7 nothing but the truth.

8 That said deposition was taken before me at  
9 the time and place set forth and was taken down by  
10 me in shorthand and thereafter reduced to  
11 computerized transcription under my direction and  
12 supervision, and I hereby certify the foregoing  
13 deposition is a full, true and correct transcript  
14 of my shorthand notes so taken.

15 I further certify that I am neither counsel  
16 for nor related to any party to said action nor  
17 anywise interested in the outcome thereof.

18 IN WITNESS WHEREOF, I have hereunto  
19 subscribed my name this 24th day of  
20 March, 2011.

21  
22 

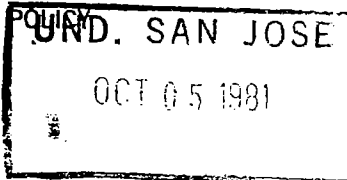
23 Gina Minnis  
24 Certified Shorthand Reporter  
25 No. 11996



**EXHIBIT 1**

SNJ	04 126 582	SARATOGA, CALIF		CODE	2-82MXP4561756
UND. GROUP	SECT. I	SECT. II	SECT. III		
2	ADJ. FREQ. 0	1	1		

CONVENTIONAL PORTFOLIO



COVERAGE IS PROVIDED IN THE FOLLOWING COMPANY, A STOCK COMPANY.

07

NATIONAL SURETY CORP

### DECLARATIONS

POLICY NUMBER 2-89 -MXP-457 98 86

1. NAMED INSURED AND ADDRESS (NO., STREET, TOWN, COUNTY, STATE, ZIP)

PETER ZAMBETTI & JULIA ZAMBETTI  
DBA: HILLVIEW CLEANERS  
14440 BIG BASIN WAY  
SARATOGA, CALIF

2. POLICY PERIOD:

11-1-81

INCEPTION

11-1-82

EXPIRATION

12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN

3. INTEREST OF NAMED INSURED IN INSURED PREMISES:

☐ OWNER ☐ GENERAL LESSEE ☐ TENANT

THE NAMED INSURED IS:

☒ INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION

4. INSURANCE IS PROVIDED ONLY UNDER THOSE SECTIONS, AGAINST THOSE PERILS, AND FOR THOSE COVERAGES AND KINDS OF PROPERTY FOR WHICH A SPECIFIC AMOUNT OR LIMIT OF LIABILITY IS SHOWN BELOW OR IN SCHEDULES OR COVERAGE PARTS INCORPORATED HEREIN, SUBJECT TO ALL THE TERMS OF THE POLICY AND ALL FORMS AND ENDORSEMENTS MADE A PART HEREOF.

### PROPERTY COVERAGE

ITEM NO.	AMOUNT	PERCENT OF COINSURANCE APPLICABLE	PERILS (SEE CODES BELOW)	DESCRIPTION AND LOCATION OF PROPERTY COVERED
1	27,500	100%	1-2-3	ON EQUIPMENT USUAL TO A DRY CLEANERS CONTAINED IN A CLASS "D" BUILDING AT 14440 BIG BASIN WAY SARATOGA, CALIF
2	6,000	33 1/3%	1-2-3	ON EARNINGS INSURANCE USUAL TO THE ABOVE

PERIL CODES 1. FIRE AND LIGHTNING 3. VANDALISM AND MALICIOUS MISCHIEF 5. 2. EXTENDED COVERAGE 4. SPRINKLER LEAKAGE 6.

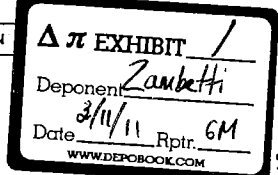
INSERTION OF CODE NUMBER MEANS A SPECIFIC PREMIUM CHARGE HAS BEEN MADE FOR THAT PERIL OR COVERAGE.

SUBJECT TO FORMS AND ENDORSEMENT NO. (S)

140507(11-79); CF0011(5-81); CF0124(12-79); CF0426(4-77); CF1501(4-77); 180009(6-65)

### GENERAL LIABILITY—AUTOMOBILE COVERAGE

FORM NUMBER	SPECIAL POLICY PROVISIONS—NAME OF COVERAGE PART(S) INCORPORATED HEREIN
140067(1-73) 105040(1-73) 5951(M)(1-80)	GENERAL LIABILITY/AUTOMOBILE COVERAGE—SPECIAL POLICY PROVISIONS <b>COMPREHENSIVE GENERAL LIABILITY INSURANCE BUSINESS AUTO POLICY</b>
<input type="checkbox"/> POLICY SUBJECT TO AUDIT <u>Annually</u> (FREQUENCY)	
ENDORSEMENTS ATTACHED	
140615(8-80); 140809(4-81); 140583(1-80) 105228(7-78); 105274(2-81); 105160(5-73); 105201(1-77); 115002(6-66); 5985(8-80);	



### OPTIONAL COVERAGE

LIMITS OF LIABILITY	COVERAGES FORM NO.(S) AND DESCRIPTION(S)
PER FORMS ATTACHED	BAILEES COVERAGE 140048(10-66); 135171(2-75); 135214(9-68)

TOTAL ADVANCE PREMIUM	ANNUAL INSTALLMENTS, PREMIUMS, PREMIUM DUE:
\$ 727	AT INCEPTION \$ 1ST ANNIVERSARY \$ 2ND ANNIVERSARY
MORTGAGEE (NAME AND ADDRESS)	
COUNTERSIGNATURE DATE	
COUNTERSIGNATURE OF AUTHORIZED AGENT	

5727-10-66 (REV. 3-80)

PROCESSING COPY

MXP-457 98 86

MXP-457 98 86



It is agreed that the policy to which this endorsement applies is amended by the items marked ☒

Subject otherwise to all the terms and conditions of the policy to which this endorsement applies, the Policy Period as stated in Item 2 in the Declarations

☒ shall read:  
or ☐ is changed and made to read:

☐ 11-1-81 11-1-82 subject to calculation and payment of premium  
Inception Expiration  
annually, at rates and premiums in effect on the inception date of each annual period.

☐ and continue in full force and effect Until Cancelled subject to calculation and payment of  
Inception  
premium annually, at rates and premiums in effect on the inception date of each annual period.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

DUE AT ENDORSEMENT EFFECTIVE DATE		ADDITIONAL PREMIUM	RETURN PREMIUM	ENDORSEMENT NO.
		\$	\$	
PREMIUM ADJUSTMENT IF THE PREMIUM IS PAYABLE IN ANNUAL INSTALLMENTS.				
DATES DUE	PRIOR INSTALLMENTS	INCREASE	DECREASE	REVISED INSTALLMENTS
	\$	\$	\$	\$
	\$	\$	\$	\$
TOTAL PREMIUM TO POLICY EXPIRATION		\$	\$	

POLICY NUMBER 2-39 60-477-18-84	INSURED	EFFECTIVE
PRODUCER		COUNTERSIGNATURE OF AUTHORIZED AGENT
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY		 PRESIDENT

This endorsement modifies such insurance as is affected by the provisions of the policies relating to the following:  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE

**AMENDATORY ENDORSEMENT (GL 00 25)**

INSURED <b>DBA: HILLVIEW CLEANERS</b>	POLICY NUMBER <b>2-89 MXP 457 98 86</b>
PRODUCER <b>SARATOGA INSURANCE AGENCY</b>	EFFECTIVE DATE <b>11-1-81</b>

Exclusion (h) is amended as follows:

(h) to bodily injury or property damages arising out of the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest of activity;

ONE OF THE <b>FIREMAN'S FUND INSURANCE COMPANIES</b> AS NAMED IN THE POLICY	<i>Myron Du Bain</i> PRESIDENT 10-X	COUNTERSIGNATURE OF AUTHORIZED AGENT
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105274-2-81

# COMPREHENSIVE GLASS ENDORSEMENT

The Company agrees with the insured named below, in consideration of the payment of the premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this endorsement:

## DECLARATIONS

ITEM 1.	NAME AND ADDRESS OF INSURED
<b>PETER ZAMBETTI &amp; JULIA ZAMBETTI</b> <b>DBA: HILLVIEW CLEANERS</b> <b>14440 BIG BASIN WAY</b> <b>SARATOGA, CALIF</b>	

ITEM 2.				DESCRIPTION OF GLASS, LETTERING AND ORNAMENTATION AND POSITION IN BUILDING	LOCATION OF BUILDING	SPECIFIC LIMIT IF ANY	PREMIUMS
	NUMBER OF PLATES	WIDTH IN INCHES	LENGTH IN INCHES				
1	11	22	34	FRONTS	14440 BIG BASIN WAY SARATOGA, CALIF		INCL
2	10	22	30	"	"		INCL
3	18	6	8	DOORS	"		INCL
4	18	6	38	FRONTS-LOUVERES			INCL
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							

ITEM 3.	ON EFFECTIVE DATE	ON EACH ANNIVERSARY	TOTAL PREMIUM
INSTALLMENTS ARE PAYABLE	\$	\$	\$ <b>INCL</b>

POLICY NUMBER	INSURED	EFFECTIVE
2-89 MYF 457 98 86		
ONE OF THE <b>FIREMAN'S FUND INSURANCE COMPANIES</b> AS NAMED IN THE POLICY  <i>Myron New Bain</i> PRESIDENT		PRODUCER  COUNTERSIGNATURE OF AUTHORIZED AGENT

115002-6-66

POLICY TERM PREMIUM \$ FOR COMPANY USE ONLY
--

This endorsement modifies the insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE	OWNERS' LANDLORD AND TENANTS' LIABILITY INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE	MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE	OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE

### SINGLE LIMIT ENDORSEMENT

Such insurance as is afforded by the policy applies subject to the following provisions:

1. The limit of the Company's liability for damages, including damages for care and loss of services, under all **bodily injury** liability and **property damage** liability coverages, shall be a single limit of liability as stated herein:

EACH OCCURRENCE	AGGREGATE
\$ 500,000	\$ 500,000

2. All provisions in the policy captioned "Limits of Liability" containing reference to the Company's liability on account of **bodily injury** liability or **property damage** liability are deleted.

3. The following provision is added to the policy:

#### Limits of Liability

Regardless of the number of (1) **insureds** under this policy, (2) persons or organizations who sustain **bodily injury** or **property damage**, (3) claims made or suits brought on account of **bodily injury** or **property damage** or (4) units of **mobile equipment** to which this policy applies, the Company's liability is limited as follows:

The total liability of the Company for all damages under all **bodily injury** liability and **property damage** liability coverages of this policy because of **bodily injury** or **property damage** sustained by one or more persons or organizations as a result of any one **occurrence** shall not exceed the limit of liability shown above for "each **occurrence**."

Subject to the above provision respecting "each **occurrence**," the total liability of the Company for all damages arising out of the **products hazard** and **completed operations hazard** shall not exceed the limits of liability stated above as "aggregate."

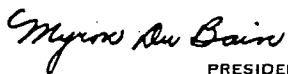
Subject to the above provision respecting "each **occurrence**," the total liability of the Company for all damages because of all **property damage** to which the policy applies

- (i) arising out of premises or operations rated on a remuneration basis or contractors equipment rated on a receipts basis, including liability assumed under any **incidental contract** relating to such premises or operations; or
- (ii) arising out of and occurring in the course of operations, other than maintenance or repairs at premises owned by or rented to the **named insured** or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures, performed for the **named insured** by independent contractors and general supervision thereof by the **named insured** including liability assumed under any **incidental contract** relating to such operations; or
- (iii) included within the **contractual liability property damage coverage**

shall not exceed the limit of liability stated above as "aggregate." Said aggregate limit of liability shall apply separately to (i), (ii) and (iii) and under each separately to each project away from premises owned by or rented to the **named insured**.

4. For the purpose of determining the limit of the Company's liability, all **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one **occurrence**.

5. With respect to any **occurrence** for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility for the future under the provisions of the motor vehicle financial responsibility law of any state, province or other territorial jurisdiction, the above stated limits of liability as respects each **occurrence** shall be applied to provide the separate limits of liability required by such law for **bodily injury** liability and **property damage** liability to the extent of the coverage required by such law, but the separate application of such limits shall not increase the total limit of the Company's liability.

POLICY NUMBER <b>2-89</b> <b>HXP 457 98 86</b>	INSURED	EFFECTIVE
ONE OF THE <b>FIREMAN'S FUND INSURANCE COMPANIES</b> AS NAMED IN THE POLICY  <div style="text-align: center;">   <b>PRESIDENT</b> </div>	PRODUCER	
	COUNTERSIGNATURE OF AUTHORIZED AGENT	

105160-5-73

**GENERAL LIABILITY MULTI/COVER\* PLUS ENDORSEMENT**

INSURED	POLICY NUMBER <b>2-89 HXT 457 98 86</b>
PRODUCER	EFFECTIVE DATE

SCHEDULE					
PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.					
AGGREGATE LIMIT SHALL BE THE PER OCCURRENCE BODILY INJURY LIABILITY LIMIT UNLESS OTHERWISE INDICATED HEREIN.					
LIMIT OF LIABILITY \$ AGGREGATE.					
LIMIT OF LIABILITY — PREMISES MEDICAL PAYMENTS COVERAGE: \$1,000 EACH PERSON UNLESS OTHERWISE INDICATED HEREIN.					
\$ EACH PERSON.					
CLASSIFICATION CODE	PREMIUM BASIS			PREMIUMS	
				BODILY INJURY	PROPERTY DAMAGE
<b>325-98903</b>	<b>15</b>	% OF THE GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE PREMIUM AS OTHERWISE DETERMINED.	\$	<b>INCL</b>	\$ <b>INCL</b>
	%	OF THE GARAGE INSURANCE — HAZARD 1 BODILY INJURY AND PROPERTY DAMAGE PREMIUM AS OTHERWISE DETERMINED.	\$		\$
	%	OF THE GARAGE INSURANCE — HAZARD 2 BODILY INJURY AND PROPERTY DAMAGE PREMIUM AS OTHERWISE DETERMINED.	\$		\$
MINIMUM PREMIUM \$35.00			TOTAL PREMIUM		\$ <b>INCL</b>

Such insurance as is afforded by the policy for Comprehensive General Liability Insurance or Storekeeper's Liability Insurance is amended to include the following additions and extensions of coverage:

**I. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY COVERAGE**

(A) The Company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of **personal injury** or **advertising injury** to which this insurance applies, sustained by any person or organization and arising out of the conduct of the named insured's business, within the policy territory, and the Company shall have the right and duty to defend any suit against the insured seeking damages on account of such injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

(B) This insurance does not apply:

- (1) solely as respects **advertising injury**, to liability assumed by the insured under any contract or agreement;
- (2) to **personal injury** or **advertising injury** arising out of the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of the insured;
- (3) to **personal injury** or **advertising injury** arising out of a publication or utterance of a libel or slander, or a publication or utterance in violation of an individual's right of privacy, if the first injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of insurance;
- (4) to **personal injury** or **advertising injury** arising out of libel or slander or the publication or utterance of defamatory or disparaging material concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy, made by or at the direction of the insured with knowledge of the falsity thereof;
- (5) to **personal injury** or **advertising injury** arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in the declarations of the policy as a named insured;
- (6) to **advertising injury** arising out of (a) failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract, or (b) infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised, or (c) incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;
- (7) with respect to **advertising injury** (a) to any insured in the business of advertising, broadcasting, publishing or telecasting, or (b) to any injury arising out of any act committed by the insured with actual malice.

**(C) Limits of Liability**

Regardless of the number of (1) insureds hereunder, (2) persons or organizations who sustain injury or damage, or (3) claims made or suits brought on account of **personal injury** or **advertising injury**, the total limit of the Company's liability under this coverage for all damages shall not exceed the limit of liability stated in this endorsement as "aggregate".

**(D) Additional Definitions**

"**Advertising Injury**" means injury arising out of an offense committed during the policy period occurring in the course of the named insured's advertising activities, if such injury arises out of libel, slander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title or slogan.

"**Personal Injury**" means injury arising out of one or more of the following offenses committed during the policy period:

1. false arrest, detention, imprisonment, or malicious prosecution;
2. wrongful entry or eviction or other invasion of the right of private occupancy;

<p align="center">ONE OF THE <b>FIREMAN'S FUND INSURANCE COMPANIES</b> AS NAMED IN THE POLICY</p> <p>10-X</p>	<p align="center"><i>Myron A. Bain</i> PRESIDENT</p>	<p align="center">COUNTERSIGNATURE OF AUTHORIZED AGENT</p>
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## COVERAGE P

## — COMPREHENSIVE GENERAL LIAB

## Y INSURANCE

## SCHEDULE

THE INSURANCE AFFORDED IS ONLY WITH RESPECT TO SUCH OF THE FOLLOWING COVERAGES AS ARE INDICATED BY SPECIFIC PREMIUM CHARGE OR CHARGES. THE LIMIT OF THE COMPANY'S LIABILITY AGAINST EACH SUCH COVERAGE SHALL BE AS STATED HEREIN. SUBJECT TO ALL THE TERMS OF THIS POLICY HAVING REFERENCE THERETO.

COVERAGES		LIMITS OF LIABILITY				
A. BODILY INJURY LIABILITY		\$	AS PER	.000 EACH OCCURRENCE		
		\$		.000 AGGREGATE		
B. PROPERTY DAMAGE LIABILITY		\$	CSL	.000 EACH OCCURRENCE		
		\$	ENDT	.000 AGGREGATE		
GENERAL LIABILITY HAZARDS						
DESCRIPTION OF HAZARDS	CODE NO.	PREMIUM BASES	RATES		ADVANCE PREMIUM	
			BODILY INJURY	PROPERTY DAMAGE	BODILY INJURY	PROPERTY DAMAGE
PREMISES — OPERATIONS		(A) AREA (SQ. FT.) (B) FRONTAGE (C) REMUNERATION	(A) PER 100 SQ. FT. OF AREA (B) PER LINEAR FT. (C) PER \$100 OF REMUNERATION			
CLEANERS 313-72105-001		c)40,000				
MULTICOVER PLUS 325-98903		15%				
ESCALATORS (NUMBER AT PREMISES)		NUMBER INSURED	PER LANDING			
INDEPENDENT CONTRACTORS		COST	PER \$100 OF COST			
COMPLETED OPERATIONS		(A) RECEIPTS	(A) PER \$1,000 OF RECEIPTS			
PRODUCTS		(B) SALES	(B) PER \$1,000 OF SALES			
ENDORSEMENTS ATTACHED						
					TOTAL ADVANCE PREMIUM ▶	\$ INCL

## ADDITIONAL DECLARATIONS

LOCATION OF ALL PREMISES OWNED BY, RENTED TO OR CONTROLLED BY THE NAMED INSURED (ENTER "SAME" IF LOCATION SAME AS ADDRESS IN ITEM 1 OF DECLARATIONS)

INTEREST OF NAMED INSURED IN SUCH PREMISES:

☐ OWNER ☐ TENANT ☐ GENERAL LESSEE

PART OCCUPIED BY NAMED INSURED

The foregoing discloses all hazards insured hereunder known to exist at the effective date of this policy, unless otherwise stated herein.

POLICY NUMBER	INSURED	EFFECTIVE
ONE OF THE <b>FIREMAN'S FUND INSURANCE COMPANIES</b> AS NAMED IN THE POLICY		PRODUCER
<i>Myron Du Bain</i> PRESIDENT		COUNTERSIGNATURE OF AUTHORIZED AGENT



UND. GROUP 2	SECT. I ADJ. FREQ. 0	SECT. II 1	SECT. III 1	CODE 20Z	2-89 MXP 304 37 88
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# CONVENTIONAL PORTFOLIO POLICY

UND. SAN JOSE

DEC 03 1980

COVERAGE IS PROVIDED IN THE FOLLOWING COMPANY,  
A STOCK COMPANY.

01 FIREMAN'S FUND

## DECLARATIONS

POLICY NUMBER 2-89 -MXP-456 17 56

1. NAMED INSURED AND ADDRESS (NO., STREET, TOWN, COUNTY, STATE, ZIP)

PETER ZAMBETTI & JULIA ZAMBETTI  
DBA: HILLVIEW CLEANERS  
14440 BIG BASIN WAY  
SARATOGA, CA

2. POLICY PERIOD:

11-1-80

11-1-81

INCEPTION EXPIRATION  
12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN

3. INTEREST OF NAMED INSURED IN INSURED PREMISES:

☐ OWNER ☐ GENERAL LESSEE ☐ TENANT  
THE NAMED INSURED IS:  
☒ INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION

4. INSURANCE IS PROVIDED ONLY UNDER THOSE SECTIONS, AGAINST THOSE PERILS, AND FOR THOSE COVERAGES AND KINDS OF PROPERTY FOR WHICH A SPECIFIC AMOUNT OR LIMIT OF LIABILITY IS SHOWN BELOW OR IN SCHEDULES OR COVERAGE PARTS INCORPORATED HEREIN, SUBJECT TO ALL THE TERMS OF THE POLICY AND ALL FORMS AND ENDORSEMENTS MADE A PART HEREOF.

## PROPERTY COVERAGE

ITEM NO.	AMOUNT	PERCENT OF COINSURANCE APPLICABLE	PERILS (SEE CODES BELOW)	DESCRIPTION AND LOCATION OF PROPERTY COVERED
1	27,500	100%	1-2-3-	ON EQUIPMENT USUAL TO A DRY CLEANERS CONTAINED IN A CLASS "D" BUILDING SITUATE: 14440 BIG BASIN WAY SARATOGA, CA
2	6,000	33 1/3%	1-2-3-	ON EARNINGS INSURANCE USUAL TO THE ABOVE

PERIL CODES 1. FIRE AND LIGHTNING 2. EXTENDED COVERAGE 3. VANDALISM AND MALICIOUS MISCHIEF 4. SPRINKLER LEAKAGE 5. 6. INSERTION OF CODE NUMBER MEANS A SPECIFIC PREMIUM CHARGE HAS BEEN MADE FOR THAT PERIL OR COVERAGE.

SUBJECT TO FORMS AND ENDORSEMENT NO. (S) 140507(11-79), 180009(6-65), CF0011(4-77), CF0124(12-79) CF0420(4-77), CF1501(5-77)

## GENERAL LIABILITY—AUTOMOBILE COVERAGE

FORM NUMBER 140067 105040(1-73) 5975(4-78)	SPECIAL POLICY PROVISIONS—NAME OF COVERAGE PART(S) INCORPORATED HEREIN GENERAL LIABILITY/AUTOMOBILE COVERAGE—SPECIAL POLICY PROVISIONS COMPREHENSIVE GENERAL LIABILITY INSURANCE BUSINESS AUTO POLICY
ENDORSEMENTS ATTACHED 140615(11-79), 140883(10-78), 140583(4-78), 5985(11-79), 105201(1-77), 105160(5-73), 115002(6-66)	

## OPTIONAL COVERAGE

LIMITS OF LIABILITY	COVERAGES, FORM NO.(S) AND DESCRIPTION(S)
No stated limit	135171(2-75), 135214(9-68), 140038(4-73)

ALL SECTIONS - 140402(1-77); 140395(4-76)

TOTAL ADVANCE PREMIUM \$ 755.	IF PAID IN ANNUAL INSTALLMENTS, PREMIUMS, PREMIUM DUE AT INCEPTION \$ 1ST ANNIVERSARY \$ 2ND ANNIVERSARY \$
MORTGAGEE (NAME AND ADDRESS)	
COUNTERSIGNATURE DATE ta/snj 12-2-80	COUNTERSIGNATURE OF AUTHORIZED AGENT

727-10-66 (REV. 3-80)

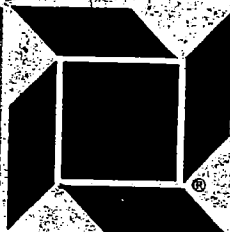
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MXP-456 17 56

MXP-456 17 56

# PORTFOLIO

DECLARATIONS



Section II  
Business Auto Policy

NAMED INSURED, **DBA: HILLVIEW CLEANERS**

POLICY NUMBER **2-89 MXP 456 17 56**

## SECTION II BUSINESS AUTO POLICY COVERAGE DECLARATIONS

INSURANCE IS PROVIDED ONLY FOR THOSE COVERAGES FOR WHICH AN ENTRY IS SHOWN BY "X" IN THE APPLICABLE BOX AND FOR WHICH LIMITS OF LIABILITY ARE STATED IN THE PLACE PROVIDED IN THESE DECLARATIONS.

### ITEM TWO.

#### SCHEDULE OF COVERAGES AND COVERED AUTOS (SEE SUPPLEMENTARY STATE ENDORSEMENTS WHERE APPLICABLE)

LIABILITY INSURANCE	LIMITS	
	EACH PERSON	EACH ACCIDENT
<input checked="" type="checkbox"/> COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY	XXXXXXXXXX	\$ 300,000
<input type="checkbox"/> BODILY INJURY LIABILITY	\$ .000	\$ .000
<input type="checkbox"/> PROPERTY DAMAGE LIABILITY	XXXXXXXXXX	\$ .000
<input type="checkbox"/> AUTO MEDICAL PAYMENTS INSURANCE	\$	XXXXXXXXXX
<input type="checkbox"/> UNINSURED MOTORISTS INSURANCE		
DESIGNATED STATES:	\$	\$
	\$	\$
	\$	\$

COVERAGES	SYMBOLS (SEE PART J, PARAGRAPH K)	COVERED AUTO DESCRIPTION
<input checked="" type="checkbox"/> LIABILITY INSURANCE	8,9	HIRED AUTOS ONLY
<input type="checkbox"/> PERSONAL INJURY PROTECTION		NON-OWNED AUTOS ONLY.
<input type="checkbox"/> AUTO MEDICAL PAYMENTS		
<input type="checkbox"/> UNINSURED MOTORISTS INSURANCE		

PHYSICAL DAMAGE INSURANCE AT ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE SHOWN BELOW UNLESS OTHERWISE SHOWN IN ITEM FOUR, SCHEDULE OF COVERED AUTOS YOU OWN.

COVERAGES	DEDUCTIBLES	SYMBOLS (SEE PART J, PARAGRAPH K)	COVERED AUTO DESCRIPTION
<input checked="" type="checkbox"/> COMPREHENSIVE	\$		
<input checked="" type="checkbox"/> SPECIFIED PERILS	\$ 25.	**	
<input type="checkbox"/> COLLISION	\$		
<input type="checkbox"/> TOWING AND LABOR			

(\$25. FOR EACH DISABLEMENT OF A PRIVATE PASSENGER AUTO)

\* APPLIES TO ALL LOSS EXCEPT FIRE AND LIGHTNING.

\*\* APPLIES ONLY TO LOSS CAUSED BY MALICIOUS MISCHIEF AND VANDALISM.

### ITEM THREE. DESCRIPTION OF COVERED AUTOS (SEE PART J, PARAGRAPH K)

IF THE POLICY IS ISSUED ON AN INSTALLMENT BASIS THE PREMIUM, INCLUDING INSTALLMENT CHARGES, IS TO BE PAID AS FOLLOWS:

DUE DATE	AMOUNT \$	DATE OF ISSUE	COUNTERSIGNATURE OF AUTHORIZED AGENT	ESTIMATED ANNUAL PREMIUM

THESE DECLARATIONS PAGES ARE ISSUED IN CONJUNCTION WITH AND ARE PART OF POLICY FORM 140588-178

5975-178

PAGE ONE

PROCESSING COPY

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:  
**COMPREHENSIVE GENERAL LIABILITY INSURANCE**  
**COMPLETED OPERATIONS AND PRODUCTS**  
**LIABILITY INSURANCE**  
**CONTRACTUAL LIABILITY INSURANCE**

**OWNERS' LANDLORDS' AND TENANTS' LIABILITY INSURANCE**  
**MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE**  
**OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY**  
**INSURANCE**

### SINGLE LIMIT ENDORSEMENT

Such insurance as is afforded by the policy applies subject to the following provisions:

1. The limit of the Company's liability for damages, including damages for care and loss of services, under all **bodily injury** liability and **property damage** liability coverages, shall be a single limit of liability as stated herein:

EACH OCCURRENCE	AGGREGATE
\$ 300,000	\$ 300,000

2. All provisions in the policy captioned "Limits of Liability" containing reference to the Company's liability on account of **bodily injury** liability or **property damage** liability are deleted.
3. The following provision is added to the policy:

#### Limits of Liability

Regardless of the number of (1) **insureds** under this policy, (2) persons or organizations who sustain **bodily injury** or **property damage**, (3) claims made or suits brought on account of **bodily injury** or **property damage** or (4) units of mobile equipment to which this policy applies, the Company's liability is limited as follows:

The total liability of the Company for all damages under all **bodily injury** liability and **property damage** liability coverages of this policy because of **bodily injury** or **property damage** sustained by one or more persons or organizations as a result of any one occurrence shall not exceed the limit of liability shown above for "each occurrence."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages arising out of the **products hazard** and **completed operations hazard** shall not exceed the limits of liability stated above as "aggregate."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages because of all **property damage** to which the policy applies

(i) arising out of premises or operations rated on a remuneration basis or contractors equipment rated on a receipts basis, including liability assumed under any incidental contract relating to such premises or operations; or

(ii) arising out of and occurring in the course of operations, other than maintenance or repairs at premises owned by or rented to the **named insured** or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures, performed for the **named insured** by independent contractors and general supervision thereof by the **named insured** including liability assumed under any incidental contract relating to such operations; or

(iii) included within the **contractual liability property damage coverage**

shall not exceed the limit of liability stated above as "aggregate." Said aggregate limit of liability shall apply separately to (i), (ii) and (iii) and under each separately to each project away from premises owned by or rented to the **named insured**.

4. For the purpose of determining the limit of the Company's liability, all **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

5. With respect to any occurrence for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility for the future under the provisions of the motor vehicle financial responsibility law of any state, province or other territorial jurisdiction, the above stated limits of liability as respects each occurrence shall be applied to provide the separate limits of liability required by such law for **bodily injury** liability and **property damage** liability to the extent of the coverage required by such law, but the separate application of such limits shall not increase the total limit of the Company's liability.

POLICY NUMBER 2-89 MXP 456 17 56	INSURED	EFFECTIVE
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY  <i>Myron R. Bain</i> PRESIDENT	PRODUCER	
	COUNTERSIGNATURE OF AUTHORIZED AGENT	

CONVENTIONAL <b>PORTFOLIO</b> POLICY		OPTIONAL COVERAGE Scheduled Property Floater (Supplemental Policy)
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**INSURED'S NAME AND ADDRESS**

Insured's name and address shall be as stated in the declarations of the policy.

**TERM**

This supplemental policy period shall be the policy period stated in the declarations of the policy unless otherwise stated herein:

**EXCEPTION:**

INCEPTION (MO. DAY YR.)	EXPIRATION (MO. DAY YR.)
12 NOON STANDARD TIME AT THE P. O. ADDRESS OF THE NAMED INSURED	

**CANCELLATION**

This supplemental policy shall be canceled in the same manner as specified in the "Cancellation" condition stated in the General Conditions section of the policy, unless provision to the contrary is set forth in any form attached hereto, in which event the procedure so stated shall govern; provided, however, cancellation of the policy of which this supplemental policy forms a part shall operate as cancellation of this supplemental policy and any provision to the contrary in any such form attached hereto is amended accordingly.

**APPLICATION OF INSURANCE**

This supplemental policy is subject to General Conditions applicable to Section III of the policy, to the provisions set forth hereinafter, and to the terms and conditions of other forms forming part of this supplemental policy.

Subject to the provisions herein or contained in form(s) completing this supplemental policy, the Company does insure the property described herein or in schedule(s) attached for an amount not exceeding the amount(s) specified:

ITEM	AMOUNT OF INSURANCE	DETAILED DESCRIPTION
		PER FORMS ATTACHED

LOSS PAYABLE CLAUSE: LOSS, IF ANY, TO BE ADJUSTED ONLY WITH THE INSURED AND PAYABLE TO THE INSURED AND

ENDORSEMENTS ATTACHED:

135171, 135214

(Continued on Reverse Side)

POLICY NUMBER	INSURED	EFFECTIVE
517		
ONE OF THE <b>FIREMEN'S FUND INSURANCE COMPANIES</b> IS NAMED IN THE POLICY	PRODUCER	
	COMPENSATED OR NOT COMPENSATED	

# REPORTING/ADJUSTMENT ENDORSEMENT

DEPOSIT PREMIUM	RATE PER \$100	MINIMUM ANNUAL PREMIUM
\$250.	.329 <small>THE RATE SPECIFIED IS FOR AN INDETERMINATE PERIOD AND IS SUBJECT TO ADJUSTMENT AND NEGOTIATION UPON EACH ANNIVERSARY OR AT THE REQUEST OF THIS COMPANY OR THE INSURED.</small>	\$250.

The policy to which this endorsement is attached is hereby amended by the clause marked ☒.

## ☐ REPORTING CLAUSE

**REPORTS:** The Insured agrees to keep an accurate record of the \_\_\_\_\_ during the term of this policy and to report to this Company, or its authorized agent, on or before the fifteenth (15th) day of each month the full amount of such \_\_\_\_\_ during the preceding month, or such time as is within the policy period.

This Company shall in no event be liable for a greater proportion of any loss or damage covered hereunder than the amount last reported by the Insured prior to loss or damage bears to the actual full amount for the period for which such report has been made. It is agreed that the Company, or its authorized agent, shall at all reasonable times have access to the books and records of the Insured for the purpose of determining the actual premium due hereunder or any other matter or matters pertaining to this insurance.

**PREMIUM:** Deposit premium specified above is due and payable as of the inception date of this policy.

Earned premium shall be computed at the rate specified above and shall be applied against the deposit premium until such time as the deposit premium shall have been fully earned, after which time such earned premiums are due and payable as of the date of each report as herein required.

**MINIMUM PREMIUM:** The total annual earned premium for this policy shall in no event be less than the minimum premium specified above. In the event the earned premium otherwise due hereunder is less than the specified minimum annual premium, an additional premium equal to the difference shall be due and payable by the Insured as of the anniversary date of this policy.

**COINSURANCE CLAUSE:** The Coinsurance Clause, if any, appearing elsewhere in this policy is waived.

## ☒ ANNUAL ADJUSTMENT CLAUSE

**REPORTS:** The Insured agrees to keep an accurate record of the **GROSS RECEIPTS** during the term of this policy and to report to this Company, or its authorized agent, on or before the fifteenth (15th) day subsequent to the anniversary date of this policy the full amount of such **GROSS RECEIPTS** during the preceding twelve months, or such time as is within the policy period.

This Company shall in no event be liable for a greater proportion of any loss or damage covered hereunder than the amount last reported by the Insured prior to loss or damage bears to the actual full amount for the period for which such report has been made.

It is agreed that the Company, or its authorized agent, shall at all reasonable times have access to the books and records of the Insured for the purpose of determining the actual premium due hereunder or any other matter or matters pertaining to this insurance.


**PREMIUM:** Deposit premium specified above is due and payable as of the inception date of this policy.

Earned premium shall be computed at the rate specified above and shall be applied against the deposit premium. In the event such earned premium is in excess of the deposit premium, an additional premium equal to the difference shall be due and payable to the Company as of the date of such report. In the event the earned premium is less than the deposit premium, a return premium equal to the difference shall be due the Insured by the Company.

A new deposit premium, as agreed upon, shall be charged as of each anniversary date of this policy, subject to annual adjustment as hereinbefore specified.

**MINIMUM PREMIUM:** The total annual earned premium for this policy shall in no event be less than the minimum premium specified above. In the event the earned premium otherwise due hereunder is less than the specified minimum annual premium, an additional premium equal to the difference shall be due and payable by the Insured as of the anniversary date of this policy.

**COINSURANCE CLAUSE:** The Coinsurance Clause, if any, appearing elsewhere in this policy is waived.

<b>POLICY NUMBER</b> 2-89 HXF 456 17 56	<b>INSURED</b>	<b>EFFECTIVE</b>
<b>FIREMAN'S FUND INSURANCE COMPANY</b> <b>THE AMERICAN INSURANCE COMPANY</b> <b>NATIONAL SURETY CORPORATION</b> <b>ASSOCIATED INDEMNITY CORPORATION</b> <b>AMERICAN AUTOMOBILE INSURANCE COMPANY</b>	<b>PRODUCER</b>	<b>COUNTERSIGNATURE OF AUTHORIZED AGENT</b>  
	<b>PRESIDENT</b>	

# COMPREHENSIVE GLASS ENDORSEMENT

The Company agrees with the insured named below, in consideration of the payment of the premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this endorsement:

## DECLARATIONS

ITEM 1.	NAME AND ADDRESS OF INSURED
	<b>PETER ZAMBETTI &amp; JULIA ZAMBETTI</b> <b>DBA: HILLVIEW CLEANERS</b> <b>14440 BIG BASIN WAY</b> <b>SARATOGA, CA</b>

ITEM 2.				DESCRIPTION OF GLASS, LETTERING AND ORNAMENTATION AND POSITION IN BUILDING	LOCATION OF BUILDING	SPECIFIC LIMIT IF ANY	PREMIUMS
	NUMBER OF PLATES	WIDTH IN INCHES	LENGTH IN INCHES				
1	11	22	34	Fronts	1440 Big Basin Way Saratoga, CA		INCL
2	10	22	30	"	"		INCL
3	18	6	8	Doors	"		INCL
4	18	6	38	Fronts-Louvers	"		INCL
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							

ITEM 3.	ON EFFECTIVE DATE	ON EACH ANNIVERSARY	TOTAL PREMIUM
INSTALLMENTS ARE PAYABLE	\$	\$	\$ INCL

POLICY NUMBER	INSURED	EFFECTIVE
2-89 HXP 456 17 56		
ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY	PRODUCER	
<i>Myron Du Bain</i> PRESIDENT	COUNTERSIGNATURE OF AUTHORIZED AGENT	

15002-6-66

POLICY TERM PREMIUM \$  
FOR COMPANY USE ONLY



# COVERAGE PAGE — COMPREHENSIVE GENERAL LIABILITY INSURANCE

## SCHEDULE

THE INSURANCE AFFORDED IS ONLY WITH RESPECT TO SUCH OF THE FOLLOWING COVERAGES AS ARE INDICATED BY SPECIFIC PREMIUM CHARGE OR CHARGES. THE LIMIT OF THE COMPANY'S LIABILITY AGAINST EACH SUCH COVERAGE SHALL BE AS STATED HEREIN, SUBJECT TO ALL THE TERMS OF THIS POLICY HAVING REFERENCE THERETO.

COVERAGES	LIMITS OF LIABILITY
A. BODILY INJURY LIABILITY	\$ AS .000 EACH OCCURRENCE \$ PER .000 AGGREGATE
B. PROPERTY DAMAGE LIABILITY	\$ CSL .000 EACH OCCURRENCE \$ END'T .000 AGGREGATE

### GENERAL LIABILITY HAZARDS

DESCRIPTION OF HAZARDS	CODE NO.	PREMIUM BASES	RATES		ADVANCE PREMIUM	
			BODILY INJURY	PROPERTY DAMAGE	BODILY INJURY	PROPERTY DAMAGE
PREMISES — OPERATIONS		(A) AREA (SQ. FT.) (B) FRONTAGE (C) REMUNERATION	(A) PER 100 SQ. FT. OF AREA (B) PER LINEAR FT. (C) PER \$100 OF REMUNERATION			
CLEANERS	313-72105-001	c) 12,000				
MULTI-COVER PLUS	325-98903	15%				
ESCALATORS (NUMBER AT PREMISES)		NUMBER INSURED	PER LANDING			
INDEPENDENT CONTRACTORS		COST	PER \$100 OF COST			
COMPLETED OPERATIONS		(A) RECEIPTS	(A) PER \$1,000 OF RECEIPTS			
PRODUCTS		(B) SALES	(B) PER \$1,000 OF SALES			
ENDORSEMENTS ATTACHED						
					TOTAL ADVANCE PREMIUM	
					\$ 69.	

### ADDITIONAL DECLARATIONS

LOCATION OF ALL PREMISES OWNED, BY RENTED TO OR CONTROLLED BY THE NAMED INSURED (ENTER "SAME" IF LOCATION SAME AS ADDRESS IN ITEM 1 OF DECLARATIONS)	INTEREST OF NAMED INSURED IN SUCH PREMISES:		
	<input type="checkbox"/> OWNER	<input type="checkbox"/> TENANT	<input type="checkbox"/> GENERAL LESSEE
PART OCCUPIED BY NAMED INSURED			

The foregoing discloses all hazards insured hereunder known to exist at the effective date of this policy, unless otherwise stated herein.

POLICY NUMBER 2-89 AEP 456 17 56	INSURED	EFFECTIVE
ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY  <i>Myron R. Davis</i> PRESIDENT		PRODUCER  COUNTERSIGNATURE OF AUTHORIZED AGENT

## GENERAL LIABILITY MULTI/COVER® PLUS ENDORSEMENT

Such insurance as is afforded by the policy for Comprehensive General Liability Insurance or Storekeeper's Liability Insurance is amended to include the following additions and extensions of coverage:

### I. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY COVERAGE

(A) The Company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of **personal injury** or **advertising injury** to which this insurance applies, sustained by any person or organization and arising out of the conduct of the **named insured's** business, within the **policy territory**, and the Company shall have the right and duty to defend any suit against the insured seeking damages on account of such injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

(B) This insurance does not apply:

(1) solely as respects **advertising injury**, to liability assumed by the insured under any contract or agreement;

(2) to **personal injury** or **advertising injury** arising out of the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of the insured;

(3) to **personal injury** or **advertising injury** arising out of a publication or utterance of a libel or slander, or a publication or utterance in violation of an individual's right of privacy, if the first injurious publication or utterance of the same or similar material by or on behalf of the **named insured** was made prior to the effective date of insurance;

(4) to **personal injury** or **advertising injury** arising out of libel or slander or the publication or utterance of defamatory or disparaging material concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy, made by or at the direction of the insured with knowledge of the falsity thereof;

(5) to **personal injury** or **advertising injury** arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in the declarations of the policy as a **named insured**;

(6) to **advertising injury** arising out of (a) failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract, or (b) infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised, or (c) incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;

(7) with respect to **advertising injury** (a) to any insured in the business of advertising, broadcasting, publishing or telecasting, or (b) to any injury arising out of any act committed by the insured with actual malice.

#### (C) Limits of Liability

Regardless of the number of (1) insureds hereunder, (2) persons or organizations who sustain injury or damage, or (3) claims made or suits brought on account of **personal injury** or **advertising injury**, the total limit of the Company's liability under this coverage for all damages shall not exceed the limit of liability stated in this endorsement as "aggregate".

#### (D) Additional Definitions

"**Advertising Injury**" means injury arising out of an offense committed during the policy period occurring in the course of the **named insured's** advertising activities, if such injury arises out of libel, slander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title or slogan.

"**Personal Injury**" means injury arising out of one or more of the following offenses committed during the policy period:

1. false arrest, detention, imprisonment, or malicious prosecution;
2. wrongful entry or eviction or other invasion of the right of private occupancy;
3. a publication or utterance (a) of a libel or slander or other defamatory or disparaging material, or (b) in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting, publishing or telecasting activities conducted by or on behalf of the **named insured** shall not be deemed **personal injury**.

(Continued on Reverse Side)

SCHEDULE			
PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.			
AGGREGATE LIMIT SHALL BE THE PER OCCURRENCE BODILY INJURY LIABILITY LIMIT UNLESS OTHERWISE INDICATED HEREIN.			
LIMIT OF LIABILITY \$	AGGREGATE.		
LIMIT OF LIABILITY — PREMISES MEDICAL PAYMENTS COVERAGE: \$1,000 EACH PERSON UNLESS OTHERWISE INDICATED HEREIN.			
\$	EACH PERSON.		
CLASSIFICATION CODE	PREMIUM BASIS	PREMIUMS	
		BODILY INJURY	PROPERTY DAMAGE



UND. GROUP 2	SECT. I ADJ. FREQ. 0	SECT. II 0	SECT. III 0	2-09 MXP4519886
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CONVENTIONAL PORTFOLIO POLICY

UND. SAN JOSE

OCT 26 1982

COVERAGE IS PROVIDED IN THE FOLLOWING COMPANY,  
A STOCK COMPANY.

07 NATIONAL SURETY

### DECLARATIONS

POLICY NUMBER 2-89

-MXP-460 78 19

1. NAMED INSURED AND ADDRESS (NO., STREET, TOWN, COUNTY, STATE, ZIP)

PETER ZAMBETTI & JULIA ZAMBETTI  
DBA: HILLVIEW CLEANERS  
14440 BIG BASIN WAY  
SARATOGA, CA

3. INTEREST OF NAMED INSURED IN INSURED PREMISES:

☒ OWNER ☐ GENERAL LESSEE ☐ TENANT

THE NAMED INSURED IS:

☒ INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION

2. POLICY PERIOD:

11/1/82

11/1/83

INCEPTION

EXPIRATION

12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN

4. INSURANCE IS PROVIDED ONLY UNDER THOSE SECTIONS, AGAINST THOSE PERILS, AND FOR THOSE COVERAGES AND KINDS OF PROPERTY FOR WHICH A SPECIFIC AMOUNT OR LIMIT OF LIABILITY IS SHOWN BELOW OR IN SCHEDULES OR COVERAGE PARTS INCORPORATED HEREIN, SUBJECT TO ALL THE TERMS OF THE POLICY AND ALL FORMS AND ENDORSEMENTS MADE A PART HEREOF.

### PROPERTY COVERAGE

ITEM NO.	AMOUNT	PERCENT OF COINSURANCE APPLICABLE	PERILS (SEE CODES BELOW)	DESCRIPTION AND LOCATION OF PROPERTY COVERED
1	27,500.	100%	1,2,3	ON EQUIPMENT USUAL TO A DRY CLEANERS CONTAINED IN A CLASS "D" BUILDING AT 14440 BIG BASIN WAY SARATOGA, CA
2	6,000.		1,2,3	ON LOSS OF INCOME USUAL TO ABOVE

PERIL CODES	1. FIRE AND LIGHTNING	3. VANDALISM AND MALICIOUS MISCHIEF	5.
	2. EXTENDED COVERAGE	4. SPRINKLER LEAKAGE	6.

INSERTION OF CODE NUMBER MEANS A SPECIFIC PREMIUM CHARGE HAS BEEN MADE FOR THAT PERIL OR COVERAGE.

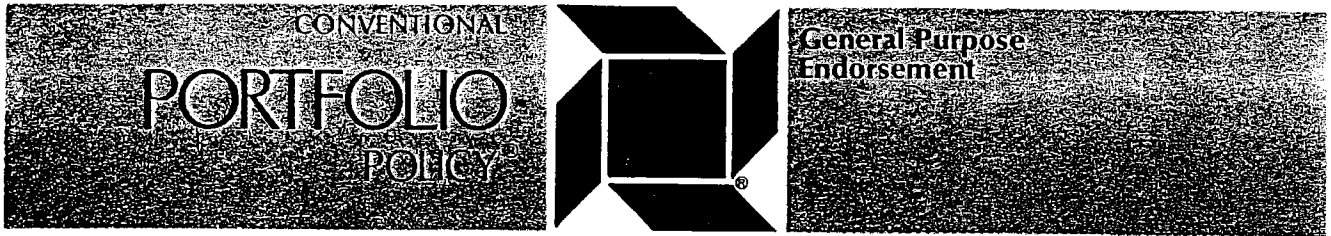
SUBJECT TO FORMS AND ENDORSEMENT NO. (S)  
140507(11/79)IL0114(11/81) CF0011(04/81)CF0124(12/79)140523(11/80)180009(6/65)

### GENERAL LIABILITY—AUTOMOBILE COVERAGE

FORM NUMBER	SPECIAL POLICY PROVISIONS—NAME OF COVERAGE PART(S) INCORPORATED HEREIN
14006(1/73) 105040(1/73) 115002(6/66) 5951(M)(11/81)	GENERAL LIABILITY/AUTOMOBILE COVERAGE—SPECIAL POLICY PROVISIONS COMPREHENSIVE GENERAL LIABILITY COMPREHENSIVE GLASS BUSINESS AUTO POLICY
	<input type="checkbox"/> POLICY SUBJECT TO AUDIT _____ (FREQUENCY)
ENDORSEMENTS ATTACHED 105228(7/78) 105201(1/77) 105160(5/73)5985(10/81)140615(10/81)140583(11/81)	

### OPTIONAL COVERAGE

LIMITS OF LIABILITY	COVERAGES FORM NO.(S) AND DESCRIPTION(S)
PER FORMS ATTACHED	BILLES' COVERAGE 140048(10/66) 180009(6/65) 135172(2/75)
ALL SECTION 140402(1/77)	
TOTAL ADVANCE PREMIUM \$ 818.	IF PAID IN ANNUAL INSTALLMENTS, PREMIUMS, PREMIUM DUE: AT INCEPTION \$ 1ST ANNIVERSARY \$ 2ND ANNIVERSARY \$
MORTGAGEE (NAME AND ADDRESS)	
COUNTERSIGNATURE DATE 10/25/82sy/snj	COUNTERSIGNATURE OF AUTHORIZED AGENT

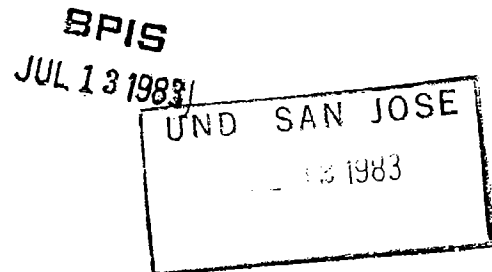


As respects the sections indicated, is agreed that the policy to which this endorsement applies is amended by the items marked ☒

Section(s) <b>ALL</b>	<input type="checkbox"/> THIS POLICY AMENDED AS SHOWN BELOW
<input type="checkbox"/> AMOUNT OF INSURANCE IS INCREASED BY \$ TO A TOTAL OF \$	<input type="checkbox"/> AMOUNT OF INSURANCE DECREASED BY \$ TO A TOTAL OF \$
<input type="checkbox"/> ITEM(S) LISTED BELOW ADDED TO SCHEDULE	<input type="checkbox"/> ITEM(S) LISTED BELOW DELETED FROM SCHEDULE
<input type="checkbox"/> LOCATION SHOWN BELOW ADDED	<input type="checkbox"/> LOCATION SHOWN BELOW DELETED
<input checked="" type="checkbox"/> NAME OF INSURED AS SHOWN BELOW	<input type="checkbox"/> ADDRESS OF INSURED AS SHOWN BELOW
<input type="checkbox"/> INCEPTION DATE AS SHOWN BELOW	<input type="checkbox"/> EXPIRATION DATE AS SHOWN BELOW

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE NAMED INSURED  
IS AMENDED AS FOLLOWS:

SANG BAE LEE  
DBA: HILLVIEW CLEANERS



ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

DUE AT ENDORSEMENT EFFECTIVE DATE		ADDITIONAL PREMIUM \$	RETURN PREMIUM \$	ENDORSEMENT NO. <b>GP#2</b>
PREMIUM ADJUSTMENT IF THE PREMIUM IS PAYABLE IN ANNUAL INSTALLMENTS.				
DATES DUE	PRIOR INSTALLMENTS	INCREASE	DECREASE	REVISED INSTALLMENTS
	\$	\$	\$	\$
	\$	\$	\$	\$
TOTAL PREMIUM TO POLICY EXPIRATION		\$	\$	

POLICY NUMBER <b>2-19 100 450 73 10</b>	INSURED <b>DBA- HILLVIEW CLEANERS</b>	EFFECTIVE DATE <b>7-1-83</b>
ONE OF THE <b>FIREMAN'S FUND INSURANCE COMPANIES</b> AS NAMED IN THE POLICY <b>NATIONAL SURETY CORPORATION</b> <b>6-22-83 10124 pro Dr. B. B. B.</b> PRESIDENT		PRODUCER <b>SARATOGA INSURANCE AGENCY</b> COUNTERSIGNATURE OF AUTHORIZED AGENT

As respects the sections indicated, is agreed that the policy to which this endorsement applies is amended by the items marked ☒

POLICY NUMBER		INSURED		EFFECTIVE DATE	
2-39-142-150-78-19		DINA HEARTLEY GRANTERS		2-9-81	
ONE OF THE <b>FIREMAN'S FUND INSURANCE COMPANIES</b> ESTABLISHED IN THE POLICY			PRODUCED BY <b>SARATOGA INSURANCE AGENCY</b> BROKER/RE-SIGNATURE OF AUTHORIZED AGENTS		
<b>NATIONAL ALLIANCE CORPORATION</b> <i>Myron Allen Green</i> 12-11-1981 PRESIDENT					

**SECTION I PROPERTY COVERAGE**

**CLEANING AND DYEING PLANT WARRANTY NO. 3**

It is warranted by the insured that cleaing liquids used for cleaning operations will be either perchlorethylene of those listed by underwriters laboratories as "NONFLAMMABLE" or "NONFLAMMABLE AT ORDINARY TEMPERATURES AND MODERATELY FLAMMABLE AT HIGHER TEMPERATURES" (rated not over 5) it being understood that this does not prohibit the keeping and using of not over 10 gallons of hazardous liquids for minor cleaning operations. A breach of this warranty suspends this insurance during such breach.

**SECTION I**

POLICY NUMBER <b>2-89MXP4607819</b>	INSURED	EFFECTIVE
ONE OF THE <b>FIREMAN'S FUND INSURANCE COMPANIES</b> AS NAMED IN THE POLICY  <i>Myron Du Bain</i> PRESIDENT	PRODUCER	
	COUNTERSIGNATURE OF AUTHORIZED AGENT	

180009—6-65 SETS

This endorsement modifies coverage as is afforded by the provisions of the policy relating to the following:  
COMPREHENSIVE GENERAL LIABILITY  
COMPLETED OPERATIONS AND PRODUCTS  
LIABILITY INSURANCE  
CONTRACTUAL LIABILITY INSURANCE

ANCE

OWNERS' LANDLORD / TENANTS' LIABILITY INSURANCE  
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE  
OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY  
INSURANCE

### SINGLE LIMIT ENDORSEMENT

INSURED	POLICY NUMBER
PRODUCER	EFFECTIVE DATE

Such insurance as is afforded by the policy applies subject to the following provisions:

1. The limit of the Company's liability for damages, including damages for care and loss of services, under all **bodily injury** liability and **property damage** liability coverages, shall be a single limit of liability as stated herein:

EACH OCCURRENCE	AGGREGATE
\$ 500,000.	\$ 500,000.

2. All provisions in the policy captioned "Limits of Liability" containing reference to the Company's liability on account of **bodily injury** liability or **property damage** liability are deleted.

3. The following provision is added to the policy:

#### Limits of Liability

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain **bodily injury** or **property damage**, (3) claims made or suits brought on account of **bodily injury** or **property damage** or (4) units of mobile equipment to which this policy applies, the Company's liability is limited as follows:

The total liability of the Company for all damages under all **bodily injury** liability and **property damage** liability coverages of this policy because of **bodily injury** or **property damage** sustained by one or more persons or organizations as a result of any one occurrence shall not exceed the limit of liability shown above for "each occurrence."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages arising out of the **products hazard** and **completed operations hazard** shall not exceed the limits of liability stated above as "aggregate."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages because of all **property damage** to which the policy applies

(i) arising out of premises or operations rated on a remuneration basis or contractors equipment rated on a receipts basis, including liability assumed under any incidental contract relating to such premises or operations; or

(ii) arising out of and occurring in the course of operations, other than maintenance or repairs at premises owned by or rented to the **named insured** or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures, performed for the **named insured** by independent contractors and general supervision thereof by the **named insured** including liability assumed under any incidental contract relating to such operations; or

(iii) included within the **contractual liability property damage coverage**

shall not exceed the limit of liability stated above as "aggregate." Said aggregate limit of liability shall apply separately to (i), (ii) and (iii) and under each separately to each project away from premises owned by or rented to the **named insured**.

4. For the purpose of determining the limit of the Company's liability, all **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one **occurrence**.

5. With respect to any occurrence for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility for the future under the provisions of the motor vehicle financial responsibility law of any state, province or other territorial jurisdiction, the above stated limits of liability as respects each occurrence shall be applied to provide the separate limits of liability required by such law for **bodily injury** liability and **property damage** liability to the extent of the coverage required by such law, but the separate application of such limits shall not increase the total limit of the Company's liability.

ONE OF THE  
FIREMAN'S FUND INSURANCE COMPANIES  
AS NAMED IN THE POLICY

*Myron Du Bois*  
PRESIDENT 10-X

COUNTERSIGNATURE OF AUTHORIZED AGENT

INSURED	POLICY NUMBER
PRODUCER	EFFECTIVE DATE

SCHEDULE			
PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.			
AGGREGATE LIMIT SHALL BE THE PER OCCURRENCE BODILY INJURY LIABILITY LIMIT UNLESS OTHERWISE INDICATED HEREIN.			
LIMIT OF LIABILITY \$		AGGREGATE.	
LIMIT OF LIABILITY — PREMISES MEDICAL PAYMENTS COVERAGE: \$1,000 EACH PERSON UNLESS OTHERWISE INDICATED HEREIN.			
\$ EACH PERSON.			
CLASSIFICATION CODE	PREMIUM BASIS		PREMIUMS
			BODILY INJURY
			PROPERTY DAMAGE
325-98903	15%	OF THE GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE PREMIUM AS OTHERWISE DETERMINED.	\$ INCL
	%	OF THE GARAGE INSURANCE — HAZARD 1 BODILY INJURY AND PROPERTY DAMAGE PREMIUM AS OTHERWISE DETERMINED.	\$
	%	OF THE GARAGE INSURANCE — HAZARD 2 BODILY INJURY AND PROPERTY DAMAGE PREMIUM AS OTHERWISE DETERMINED.	\$
MINIMUM PREMIUM \$35.00		TOTAL PREMIUM	\$ INCLUDED

Such insurance as is afforded by the policy for Comprehensive General Liability Insurance or Storekeeper's Liability Insurance is amended to include the following additions and extensions of coverage:

#### I. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY COVERAGE

(A) The Company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of **personal injury** or **advertising injury** to which this insurance applies, sustained by any person or organization and arising out of the conduct of the **named insured's** business, within the **policy territory**, and the Company shall have the right and duty to defend any suit against the insured seeking damages on account of such injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

(B) This insurance does not apply:

- (1) solely as respects **advertising injury**, to liability assumed by the insured under any contract or agreement;
- (2) to **personal injury** or **advertising injury** arising out of the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of the insured;
- (3) to **personal injury** or **advertising injury** arising out of a publication or utterance of a libel or slander, or a publication or utterance in violation of an individual's right of privacy, if the first injurious publication or utterance of the same or similar material by or on behalf of the **named insured** was made prior to the effective date of insurance;
- (4) to **personal injury** or **advertising injury** arising out of libel or slander or the publication or utterance of defamatory or disparaging material concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy, made by or at the direction of the insured with knowledge of the falsity thereof;
- (5) to **personal injury** or **advertising injury** arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in the declarations of the policy as a **named insured**;
- (6) to **advertising injury** arising out of (a) failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract, or (b) infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised, or (c) incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;
- (7) with respect to **advertising injury** (a) to any insured in the business of advertising, broadcasting, publishing or telecasting, or (b) to any injury arising out of any act committed by the insured with actual malice.

#### (C) Limits of Liability

Regardless of the number of (1) insureds hereunder, (2) persons or organizations who sustain injury or damage, or (3) claims made or suits brought on account of **personal injury** or **advertising injury**, the total limit of the Company's liability under this coverage for all damages shall not exceed the limit of liability stated in this endorsement as "aggregate".

#### (D) Additional Definitions

"**Advertising Injury**" means injury arising out of an offense committed during the policy period occurring in the course of the **named insured's** advertising activities, if such injury arises out of libel, slander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title or slogan.

"**Personal Injury**" means injury arising out of one or more of the following offenses committed during the policy period:

1. false arrest, detention, imprisonment, or malicious prosecution;
2. wrongful entry or eviction or other invasion of the right of private occupancy;

ONE OF THE <b>FIREMAN'S FUND INSURANCE COMPANIES</b> AS NAMED IN THE POLICY 10-X	<i>Myron Du Baine</i> PRESIDENT	COUNTERSIGNATURE OF AUTHORIZED AGENT
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**COVERAGE P — COMPREHENSIVE GENERAL LIABILITY INSURANCE**

**SCHEDULE**

THE INSURANCE AFFORDED IS ONLY WITH RESPECT TO SUCH OF THE FOLLOWING COVERAGES AS ARE INDICATED BY SPECIFIC PREMIUM CHARGE OR CHARGES. THE LIMIT OF THE COMPANY'S LIABILITY AGAINST EACH SUCH COVERAGE SHALL BE AS STATED HEREIN, SUBJECT TO ALL THE TERMS OF THIS POLICY HAVING REFERENCE THERETO.

COVERAGES		LIMITS OF LIABILITY			
A. BODILY INJURY LIABILITY		\$ ,000 EACH OCCURRENCE <b>AS PER SINGLE</b> \$ ,000 AGGREGATE <b>LIMIT</b>			
B. PROPERTY DAMAGE LIABILITY		\$ ,000 EACH OCCURRENCE \$ ,000 AGGREGATE			

GENERAL LIABILITY HAZARDS						
DESCRIPTION OF HAZARDS	CODE NO.	PREMIUM BASES	RATES		ADVANCE PREMIUM	
			BODILY INJURY	PROPERTY DAMAGE	BODILY INJURY	PROPERTY DAMAGE
PREMISES — OPERATIONS		(A) AREA (SQ. FT.) (B) FRONTAGE (C) REMUNERATION	(A) PER 100 SQ. FT. OF AREA (B) PER LINEAR FT. (C) PER \$100 OF REMUNERATION			
CLEANERS	313-72105-001	C) 40,000.				
MULTI COVER PLUS	325-98903	15%				
ESCALATORS (NUMBER AT PREMISES)		NUMBER INSURED	PER LANDING			
INDEPENDENT CONTRACTORS		COST	PER \$100 OF COST			
COMPLETED OPERATIONS		(A) RECEIPTS	(A) PER \$1,000 OF RECEIPTS			
PRODUCTS		(B) SALES	(B) PER \$1,000 OF SALES			
ENDORSEMENTS ATTACHED						
TOTAL ADVANCE PREMIUM ▶						\$

ADDITIONAL DECLARATIONS	
LOCATION OF ALL PREMISES OWNED BY, RENTED TO OR CONTROLLED BY THE NAMED INSURED (ENTER "SAME" IF LOCATION SAME AS ADDRESS IN ITEM 1 OF DECLARATIONS)	INTEREST OF NAMED INSURED IN SUCH PREMISES: <input type="checkbox"/> OWNER <input type="checkbox"/> TENANT <input type="checkbox"/> GENERAL LESSEE PART OCCUPIED BY NAMED INSURED

The foregoing discloses all hazards insured hereunder known to exist at the effective date of this policy, unless otherwise stated herein.

POLICY NUMBER <b>2-89MXP 4607819</b>	INSURED	EFFECTIVE
ONE OF THE <b>FIREMAN'S FUND INSURANCE COMPANIES</b> AS NAMED IN THE POLICY ZSS <i>Myron Du Bain</i> PRESIDENT		PRODUCER
10-X		COUNTERSIGNATURE OF AUTHORIZED AGENT

# COMPREHENSIVE GLASS ENDORSEMENT

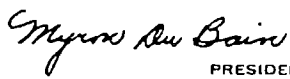
The Company agrees with the insured named below, in consideration of the payment of the premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this endorsement:

## DECLARATIONS

ITEM 1.	<p style="text-align: center;">NAME AND ADDRESS OF INSURED</p> <p style="text-align: center;"><b>PETER ZAMBETTI &amp; JULIA ZAMBETTI</b>  <b>DBA: HILLVIEW CLEANERS</b>  <b>14440 BIG BASIN WAY</b>  <b>SARATOGA, CA</b></p>
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ITEM 2.				DESCRIPTION OF GLASS, LETTERING AND ORNAMENTATION AND POSITION IN BUILDING	LOCATION OF BUILDING	SPECIFIC LIMIT IF ANY	PREMIUMS
	NUMBER OF PLATES	WIDTH IN INCHES	LENGTH IN INCHES				
1	11	22	34	FRONTS	14440 BIG BASIN WAY SARATOGA, CA		
2	10	22	30	FRONTS			
3	18	6	8	DOORS			
4	18	6	38	FRONT LOUVERES			
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							

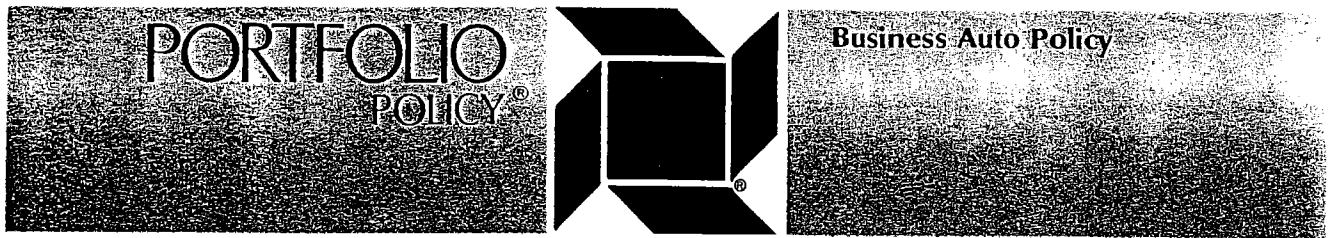
ITEM 3. INSTALLMENTS ARE PAYABLE	ON EFFECTIVE DATE	ON EACH ANNIVERSARY	TOTAL PREMIUM
	\$	\$	\$

POLICY NUMBER	INSURED	EFFECTIVE
2-89 MXP 460 78 19		
ONE OF THE <b>FIREMAN'S FUND INSURANCE COMPANIES</b> AS NAMED IN THE POLICY		PRODUCER
 PRESIDENT		COUNTERSIGNATURE OF AUTHORIZED AGENT

115002-6-66

POLICY TERM PREMIUM \$ FOR COMPANY USE ONLY
--





# DECLARATIONS

NAMED INSURED **DBA: HILLVIEW CLEANERS**

POLICY NUMBER **2-89MX P 460 78 19**

INSURANCE IS PROVIDED ONLY FOR THOSE COVERAGES FOR WHICH AN ENTRY IS SHOWN BY "X" IN THE APPLICABLE BOX AND FOR WHICH LIMITS OF LIABILITY ARE STATED IN THE PLACE PROVIDED IN THESE DECLARATIONS.

ITEM TWO. SCHEDULE OF COVERAGES AND COVERED AUTOS (SEE SUPPLEMENTARY STATE ENDORSEMENTS WHERE APPLICABLE)			
		LIMITS	
LIABILITY INSURANCE		EACH PERSON	EACH ACCIDENT
<input checked="" type="checkbox"/>	COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY	XXXXXXXXXX	\$ 500,000
<input type="checkbox"/>	BODILY INJURY LIABILITY	\$	\$
<input type="checkbox"/>	PROPERTY DAMAGE LIABILITY	XXXXXXXXXX	\$
<input type="checkbox"/>	AUTO MEDICAL PAYMENTS INSURANCE	\$	XXXXXXXXXX
<input type="checkbox"/>	UNINSURED MOTORISTS INSURANCE		
	DESIGNATED STATES:	\$	\$
		\$	\$
COVERAGES SYMBOLS (SEE PART I, PARAGRAPH K) COVERED AUTO DESCRIPTION			
<input checked="" type="checkbox"/>	LIABILITY INSURANCE	8,9	HIRED & NON OWNED AUTOS ONLY
<input type="checkbox"/>	PERSONAL INJURY PROTECTION		
<input type="checkbox"/>	AUTO MEDICAL PAYMENTS		
<input type="checkbox"/>	UNINSURED MOTORISTS INSURANCE		
PHYSICAL DAMAGE INSURANCE AT ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE SHOWN BELOW UNLESS OTHERWISE SHOWN IN ITEM FOUR, SCHEDULE OF COVERED AUTOS YOU OWN:			
COVERAGES DEDUCTIBLES SYMBOLS (SEE PART I, PARAGRAPH K) COVERED AUTO DESCRIPTION			
<input type="checkbox"/>	COMPREHENSIVE	\$ *	
<input type="checkbox"/>	SPECIFIED PERILS	\$ 25. **	
<input type="checkbox"/>	COLLISION	\$	
<input type="checkbox"/>	COMBINED PHYSICAL DAMAGE	\$ *	
<input type="checkbox"/>	TOWING AND LABOR (\$25. FOR EACH DISABLEMENT OF A PRIVATE PASSENGER AUTO)		
* APPLIES TO ALL LOSS EXCEPT FIRE AND LIGHTNING.			
** APPLIES ONLY TO LOSS CAUSED BY MISCHIEF AND VANDALISM.			

ITEM THREE. DESCRIPTION OF COVERED AUTOS (SEE PART I, PARAGRAPH K)

DATE OF ISSUE	COUNTERSIGNATURE OF AUTHORIZED AGENT
---------------	--------------------------------------

THESE DECLARATIONS ARE ISSUED IN CONJUNCTION WITH AND ARE PART OF POLICY FORM 140583—11-81



DECLARATIONS

NAMED INSURED

DBA: HILLVIEW CLEANERS

POLICY NUMBER

2-89 MXP 460 78 19

ENDORSEMENTS—ONLY THOSE ENDORSEMENTS APPLY FOR WHICH AN "X" IS ENTERED IN THE APPLICABLE BOX.

☐ SUSPENSION OF INSURANCE (CA 02 40 12 80) (NOT APPLICABLE IN MICHIGAN)

COVERAGES AND AUTOS SUSPENDED

DATE SUSPENDED:

COVERAGE	ALL COVERED AUTOS	ALL COVERED AUTOS YOU OWN	COVERED AUTOS LISTED BELOW
LIABILITY:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
AUTO MEDICAL PAYMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
UNINSURED MOTORISTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COLLISION:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMBINED PHYSICAL DAMAGE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COVERED AUTOS			
AUTO NO'S:			

☐ REINSTATEMENT OF INSURANCE (CA 02 38 01 78)

COVERAGES SUSPENDED BY SEQUENTIAL ENDORSEMENT NO.

ARE REINSTATED EFFECTIVE

5985, 140583, 140615

UNDERWRITER'S EXPLANATORY NOTE			
POLICY NUMBER	INSURED	EXPIRATION DATE	CHANGE EFFECTIVE DATE
2-89 MXP-460 78 19	SANG BAE LEE DBA: HILLVIEW CLEANERS	11-1-83	11-1-82

THIS "EXPLANATORY NOTE" IS ISSUED AS A MATTER OF INFORMATION ONLY AND DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY REFERRED TO ABOVE.

AUDIT FREQUENCY IS AMENDED FROM 1 TO 0		
FIREMAN'S FUND INSURANCE COMPANIES	M. SHALBERG	DATE 6-28-83

5017-10-78

William (Clemens)  
ured  
11-1-82  
ective Date  
1 yr  
m  
2  
Group  
017 (4-74) Ann/Rate

Type: ~~X~~ MXP 5727 - ( ) (Rev 3-80)  
LA 5900 - (01-75) (Rev 9-80)  
CG 5089 - (04-66) (Rev 7-79)  
Limits: BI PD

TOM O'DOURKE  
OCT 04 1982  
Commercial Lines

500,000 105160 (05-73) CSL

- erage Parts
- 105030 (01-73) M&C
  - 105031 (01-73) Contractual
  - 105032 (01-73) PI
  - 105033 (01-73) Prem. Med.
  - 105034 (01-73) CPL
  - 105035 (01-75) OL&T
  - 105037 (01-73) FCPL
  - 105038 (01-73) O&CP
  - X 105040 (01-73) CGL
  - 105069 (04-77) Elevator Col.
  - 105071 (01-73) Druggist
  - 105072 (01-73) SKL
  - 105100 (01-73) Liquor
  - 105179 (11-74) Funeral Dir.
  - 105181 (12-74) Cem. Pro.
  - 105188 (01-77) Emp. Ben.
  - 105215 (07-77) Physician/Pro
  - 105216 (07-77) Nurse's Pro.
  - 105217 (07-77) Vet. Pro.

Endorsements Cont.

[REDACTED]

105274 - Amended Ext

- Manuscript
- 180001 (01-65)
  - 180009 (01-65)
- Schedules
- 105029 (04-66)
  - 105103 (01-68) Ex
  - 105039 (03-79) Cor
  - 180036 (09-67) Am
  - 100132 (2-65) Inst/I
  - 105101 (4-72) Rent/I
  - 180152 (1-79) Inst

\*\*\*\*\*

orsements

- Mandatory
- X 105228 (07-78) Amend End.
  - X 105274 (02-81) Amend. End. OCP

- Additional Insureds
- 105041 (10-66) Clubs
  - 105042 (10-66) Employees
  - 105043 (10-66) Premises
  - 105044 (10-66) State-Permits
  - 105045 (10-66) State-Permits
  - 105077 (10-66) Vendors
  - 105093 (01-73) Engineers
  - 105143 (01-73) Own./Cont.
  - 105144 (01-73) Own./Cont.
  - 105232 (06-79) Equip
  - 105237 (07-79) Vendor

- Miscellaneous
- 105048 (12-70) Fire Legal
  - 105052 (01-73) Watercraft
  - 105059 (01-73) Colleges
  - 105064 (10-66) Cus. Farm.
  - 105067 (10-66) Prod. Redef
  - 105078 (01-74) Hotel/Lessr
  - 105079 (10-66) Hotels-Oper
  - 105081 (01-74) Mobile Home
  - 105089 (02-80) Clubs
  - 105090 (01-73) Banks
  - 105091 (11-69) LL. Protect
  - 105109 (01-73) Farms
  - 105110 (01-73) BFPD (X-CO)
  - 105111 (01-73) BFPD (Inc-CO)
  - 105145 (01-74) Camps.
  - 105150 (03-73) Prod. Excep
  - 105161 (10-76) Multi Cov.
  - 105178 (11-74) MC-Fire Leg
  - 105197 (05-76) Subcontractr
  - X 105201 (01-77) Multi +
  - 105202 (01-77) M+ Fire Leg
  - \* 105275 (09/81) Ded. Ins.
  - 110240 (05-77) W.C. - Cal.
  - 180006 (08-65) Per/Adj/Prem
  - 180034 (08-78) Cal-Schools
  - 180042 (08-68) Spec. Int.
  - 385017 (10-78) Green Tag

- Glass
- 115000 (2-65) Broker
  - 115001 (10-68) Schl
  - X 115002 (06-66) Gl
  - 115004 (06-65) Re
  - 115007 (8-73) Safet
  - 115008 (08-74) De

Underwriting Department  
Special Note:

SAIS - Reminder

- 385128 (10-75) SA
- 384140 (09-78) Ne
- 385141 (9-78) New &
- 385142 (9-78) Revis
- 450998 (1-80) Bklt-I

## **Barr, David@Waterboards**

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**From:** Jon-Erik W. Magnus <JMagnus@wshblaw.com>  
**Sent:** Wednesday, January 24, 2018 1:48 PM  
**To:** Barr, David@Waterboards; Wolfenden, John@Waterboards; Austin, Tamarin@Waterboards; Hill, Stephen@Waterboards  
**Cc:** David F. Wood  
**Subject:** Hillview Cleaners 14440 Big Basin Way, Saratoga, CA (Hillview Cleaners); RB File No.: 43S0558(dib) - Response to Request for Additional Information  
**Attachments:** Peter Zambetti Will Dated 12-29-1981.PDF; Peter Zambetti Will Dated 12-8-71.PDF; First Amendment (1981) to Peter and Julia Z Trust -12-29-81.PDF

Dear Mr. Barr, Mr. Wolfenden, Mr. Hill, and Ms. Austin:

This will serve to respond to Mr. Barr's correspondence dated January 11, 2018, inquiring about certain contentions raised by Mr. Burrell's counsel, John Till. In short, the materials provided by Mr. Till do not establish that Mr. Zambetti was the legal owner of the dry cleaning business, or was, in any way, involved with dry cleaning chemicals at the subject property such that Mr. Zambetti should be named as a discharger under the Draft Order being considered by the Regional Board.

As you are aware, Mr. Burrell, is a plaintiff in an action wherein my client, Eugene Zambetti, is a defendant. For the past ten-plus years, Mr. Burrell has attempted to establish Mr. Zambetti's purported liability for environmental contamination allegedly associated with Hillview Cleaners, a dry cleaners that was owned by Mr. Zambetti's parents. Despite this ten-plus year opportunity to make the case against Mr. Zambetti, Mr. Burrell has not done so. More to the point, many of the documents raised by Mr. Till only establish what Mr. Zambetti has already acknowledged, that he assisted his parent with the business-side of the dry cleaning business.

As provided below, the probate documents associated with Mr. Zambetti's parent's estates conclusively establish that Hillview Cleaners was not owned by Mr. Zambetti. Additionally, further explanation is provided in connection with documents raised by Mr. Till. Please do not hesitate to contact me directly should you have any further question.

### ***Peter and Julia Zambetti Probate Documents***

Peter Zambetti's Last Will and Testament dated December 8, 1971 states that Hillview Cleaners is Peter Zambetti's sole property. (P.3, Art. IV.) Specifically, the 1971 Will states that if Julia is to predecease Peter, upon Peter's death "my business known as Hillview Cleaners, and all assets and property thereof and belonging thereto" are devised to Mr. Zambetti. (*Ibid.*) Peter died in 1981 and Julia passed away in 2006. Under this document, Hillview Cleaners was the sole and separate property of Peter Zambetti, until his death, wherein it transferred to Julia. Hillview was never owned by Mr. Zambetti. A copy of the 1971 Will is attached for your review.

A subsequent will dated Dec. 29, 1981, transferred all of Peter's non-personal property to the Peter P. Zambetti and Julia M. Zambetti Trust. The Trust held all property as community property until the death of one spouse, wherein it became the sole property of the surviving spouse.

Under these documents, property such as the Hillview Cleaners assets were the sole and separate property of Peter Zambetti, until his death, wherein it transferred to the trust where it became Julia's separate property. Alternatively, Hillview Cleaners may have been owned by the Peter and Julia Zambetti Trust, which was controlled and owned by Peter and Julia Zambetti. Once Peter died, the Trust continued to own Hillview Cleaners until the cleaners was sold, with Julia controlling the trust and with the trust requiring that the business and any income it generated be used for the benefit of Julia until her death.

Under these documents Hillview Cleaners was never owned by Mr. Zambetti. A copy of the Peter Zambetti's Will and Peter P. Zambetti and Julia M. Zambetti Trust are attached for your review.

### ***Lease Documents, Political Statement, Responses To Written Discovery***

#### ***1976 Lease***

Mr. Zambetti is identified as a party and signatory to a 1976 lease for the subject property. As previously stated, Mr. Zambetti assisted his parents with the business function of the dry cleaners, which in this instance, included being a signatory to a lease for the subject property. This document does not make Mr. Zambetti a proprietor or a partner or otherwise an owner of the business. It certainly does not evidence any alleged role by Mr. Zambetti in connection with the handling of dry cleaning chemicals.

#### ***Discovery Responses***

Mr. Zambetti does not recall preparing the statement in the discovery responses, does not recall the basis for the statement in the discovery responses or the advice of counsel to issue such a statement. However, Mr. Zambetti does not disavow his signature to the associated verifications.

We are presently attempting to reach Mr. Zambetti's former counsel in connection with these discovery responses. However, we anticipate that the basis for content is protected by either the attorney-work product and/or attorney-client privilege. Accordingly, we do not anticipate resolving the basis for the statements in these response in the near term.

#### ***1978 Political Statement***

Mr. Zambetti will concede that statements regarding his "ownership" of the dry cleaning business is puffery. He did not believe he could mount a successful campaign using a more accurate statement of his job responsibilities, given that in 1978 he was a much younger man, without a significant work history as of yet. Mr. Zambetti believes that many in the Saratoga community perceived him, incorrectly, to be the owner of the dry cleaners, given his role as the face of the business during this period of time.

### ***Closing***

In closing it bears reminding that Mr. Zambetti is being asked to prove a negative: that he is not culpable for something that happened between 25-40-plus years ago. Mr. Zambetti did not handle the dry cleaning fluids, did not do dry cleaning, he helped his parents by doing some delivery of clothes and by assisting with the accounting/business functions of the family owned business. Despite over 10 years of litigation, Plaintiff has not produced the "smoking gun" that Mr. Zambetti was, in fact, an owner. The attached probate documents establish that there is no smoking gun: Hillview Cleaners was the property of Gene Zambetti's parents, Julia and Peter Zambetti.

To the extent that Mr. Zambetti or others have produced documents in the subject litigation, these documents support Mr. Zambetti's account: that Hillview Cleaners was owned and operated by his parents. However, Hillview Cleaners was a small "family" business and Mr. Zambetti helped out with the family business, largely on the business-side of things.

There is no evidence that he was an owner, that he managed the dry cleaning or chemical use operations, or was, in anyway, involved with the handling of dry cleaning chemicals.

Please feel free to contact me directly should you have any questions.

**Jon-Erik W. Magnus**

Senior Associate | Wood, Smith, Henning & Berman LLP  
1401 Willow Pass Road, Suite 700 | Concord, CA 94520  
[JMagnus@wshblaw.com](mailto:JMagnus@wshblaw.com) | **T** (925) 222-3414 | **M** (617) 429-2307



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Last Will & Testament  
of

PETER P. ZAMBETTI

Dated *Dec. 8 - 1971*

LAW OFFICES  
KAHLE, ADAMS & EVERTON  
14363 SARATOGA AVENUE  
P.O. BOX 21  
SARATOGA, CALIFORNIA 95070  
867-3474



LAST WILL AND TESTAMENT

OF

PETER P. ZAMBETTI

I, PETER P. ZAMBETTI, a resident of Santa Clara County, California, do hereby make, publish and declare this to be my Last Will and Testament and do hereby revoke any and all prior Wills and Codicils heretofore made by me.

ARTICLE I

I declare that I am married and that my wife's name is JULIA M. ZAMBETTI. I have two children, namely, my sons, PETER N. ZAMBETTI and EUGENE L. ZAMBETTI. I have no other children, living or dead.

ARTICLE II

If any court of competent jurisdiction shall find that I have a relative or relatives in any degree entitled to share in my estate who is not or are not herein mentioned or provided for, I give and devise to each such person the sum of Five Dollars (\$5.00).

If any devisee, legatee or beneficiary under this Will, or any heir of mine, or anyone claiming under them or any of them, shall contest this Will or attack or seek to impair or invalidate any of its provisions, or conspire with

forfeited and shall fall into and become a part of the residue of my estate and shall be disposed of as if such person and all persons claiming under him had predeceased me.

### ARTICLE III

It is my intention hereby to dispose of all my property, both real and personal and wherever situated, which I have the right to dispose of by Will, including any and all property as to which I may have a power of appointment by Will.

### ARTICLE IV

I give, devise and bequeath my entire estate, both real and personal and wherever situated, to my wife, JULIA M. ZAMBETTI, if she survives me. In the event that my wife does not survive me, I make the following bequests:

A. I give, devise and bequeath that certain real property and improvements, commonly known as 5011 Kingston Way, San Jose, California, to my son, PETER N. ZAMBETTI, or to his issue by right of representation.

B. I give, devise and bequeath all of my business known as Hillview Cleaners, and all assets and property thereof and belonging thereto, to my son, EUGENE L. ZAMBETTI, or to his issue by right of representation.

C. All the rest, residue and remainder of my estate, both real and personal and wherever situated, I give, devise and bequeath in equal shares, to my sons, PETER N. ZAMBETTI and EUGENE L. ZAMBETTI, or to their issue by right of representation.

#### ARTICLE V

I nominate and appoint my wife, JULIA M. ZAMBETTI, as executrix of this Will, to serve without bond. In the event that my wife is not living, or cannot act or shall refuse to act as executrix, or at any time after qualification shall for any reason cease to act as executrix, I nominate and appoint my son, EUGENE L. ZAMBETTI, to act as executor, without bond, in the place and stead of my wife. In the event that my said son is not living, or cannot act or shall refuse to act as executor, or at any time after qualification shall for any reason cease to act as executor, I nominate and appoint my son, PETER N. ZAMBETTI, to act as executor, without bond, in the place and stead of my wife.

I authorize and empower my executrix or executor to sell any property of my estate at public or private sale, with or without notice; to mortgage, hypothecate or otherwise encumber any property of my estate, with or without notice; and to hold, manage and continue to operate any property and any going business which may constitute a part of my estate at the sole risk of my estate and not at the risk of said executrix or executor, the profits or losses therefrom to inure to the benefit of or be chargeable against my estate as a whole.

#### ARTICLE VI



of my probate estate, or from any transferee or beneficiary of any property outside my probate estate.

ARTICLE VII

If any provisions of this Will or of any Codicil should be invalid, it is my intention that all of the remaining provisions thereof shall continue to be fully effective.

IN WITNESS WHEREOF, I have hereunto set my hand to this, my Last Will and Testament, this 8 day of December, 1971.

Peter P. Zambetti

PETER P. ZAMBETTI

WITNESSES:

Anne L. Fitzhenry  
Douglas W. Adams

The foregoing instrument, consisting of three (3) pages, besides this one, was at the date thereof, by the said PETER P. ZAMBETTI, signed and subscribed in the presence of us, and each of us, all of whom were present at the same time and at the same time said instrument was so signed and subscribed said PETER P. ZAMBETTI declared to us, and each of us, that the same was his Last Will and Testament and thereupon, we, at his request and in his presence, and in the presence of each other, subscribed our names as witnesses thereto.

Anne L. Fitzhenry residing at Los Gatos Ca.  
Douglas W. Adams residing at Saratoga, Ca  
\_\_\_\_\_residing at \_\_\_\_\_

9941

LAST WILL AND TESTAMENT

OF

PETER P. ZAMBETTI

(ENDORSED)  
**FILED**  
APR 19 1983

JOHN KAZUBOWSKI, Clerk  
BY \_\_\_\_\_

DEPUTY

I, PETER P. ZAMBETTI, a resident of the County of Santa Clara, State of California, do hereby make, publish and declare this to be my Last Will and Testament and do hereby revoke any and all prior Wills and Codicils heretofore made by me.

ARTICLE I

I am married to JULIA M. ZAMBETTI and all references in this Will to "my wife" are to her. I have two children now living, namely, my sons, PETER N. ZAMBETTI and EUGENE L. ZAMBETTI. I have no other children, living or dead.

The terms "my child" and "my children" as used in this Will shall include any other children hereafter born to or adopted by me.

ARTICLE II

If any court of competent jurisdiction shall find that I have a relative or relatives in any degree entitled to share in my estate who is not or are not herein mentioned or provided for, I give and devise to each such person the sum of Five Dollars (\$5.00).

If any devisee, legatee or beneficiary under this Will, or any heir of mine, or anyone claiming under them or any of them, shall contest this Will or attack or seek to impair or invalidate any of its provisions, or conspire with or voluntarily aid or assist anyone in attempting to do so, I specifically disinherit each such person and any and all persons claiming under him and all legacies, bequests or

COPY

interests given under this Will to such person and any and all persons claiming under him, or which would pass to him, or any person claiming under him under this Will, shall be forfeited and shall fall into and become a part of my estate and shall be disposed of as if such person and all persons claiming under him had predeceased me.

#### ARTICLE III

It is my intention hereby to dispose of all my property, both real and personal and wherever situated, which I have the right to dispose of by Will, including any and all property as to which I may have the power of appointment by Will.

#### ARTICLE IV

I give all my jewelry, clothing, household furniture and furnishings, personal automobiles, and other tangible articles of a personal nature, or my interest in any such property, not otherwise specifically disposed of by this Will or in any other manner, together with any insurance on the property, to my wife if she survives me for thirty (30) days, and if she does not, to my children who survive me for that period in equal shares as they shall agree, or as my Executor shall in my Executor's discretion determine if my children do not agree.

#### ARTICLE V

1. I give the residue of my estate to the Trustee then in office under that trust designated as the PETER P. ZAMBETTI AND JULIA M. ZAMBETTI TRUST held under Trust Agreement dated May 3, 1977, entered into between PETER P. ZAMBETTI and his wife, JULIA M. ZAMBETTI, as Trustors and PETER P. ZAMBETTI and his wife, JULIA M. ZAMBETTI as Trustees, to be administered as provided in said Trust Agreement, including any amendments thereto made before my death.

2. If for any reason the Disposition in subparagraph 1 is not operative or is invalid, or if the trust referred to in that subparagraph has failed or has been revoked, then I give the residue of my estate to the Trustee named in the present provisions of said Trust Agreement to act after my death, to be administered in trust as provided in the present provisions of said Trust Agreement which, for such purpose, I incorporate by reference into this Will.

#### ARTICLE VI

I nominate and appoint my wife, JULIA M. ZAMBETTI, as Executor of this Will, to serve without bond. In the event, JULIA M. ZAMBETTI is not then living or shall fail or cease for any reason to act as executor, then I appoint my son, EUGENE L. ZAMBETTI as executor, to serve without bond. In the event EUGENE L. ZAMBETTI should fail or cease to act as Executor, then I appoint BANK OF AMERICA, NT & SA as Executor.

I authorize and empower my Executor to sell any property of my estate at public or private sale, with or without notice; to mortgage, hypothecate, or otherwise encumber any property of my estate, with or without notice; and to hold, manage and continue to operate any property and any going business which may constitute a part of my estate at the sole risk of my estate and not at the risk of said Executor, the profits or losses therefrom to inure to the benefit of or be chargeable against my estate as a whole.

#### ARTICLE VII

If any provisions of this Will or of any Codicil thereto should be invalid, it is my intention that all of the remaining provisions thereof shall continue to be fully effective.

IN WITNESS WHEREOF, I have hereunto set my hand to  
this, my Last Will and Testament, this 29<sup>th</sup> day of  
December, 1981.

Peter P. Zambetti  
PETER P. ZAMBETTI

WITNESSES:

Joseph Singh  
Douglas W. Adams



The foregoing instrument consisting of five (5) pages, including this page, was at the date thereof, by PETER P. ZAMBETTI, signed as and declared to be his Will, in the presence of us, who at his request and in his presence, and in the presence of each other, have subscribed our names as witnesses thereto. Each of us observed the signing of this Will by PETER P. ZAMBETTI, and by each other subscribing witness and knows that each signature is the true signature of the person whose name was signed.

Each of us is now more than eighteen (18) years of age and a competent witness and resides at the address set forth after his or her name.

We are acquainted with PETER P. ZAMBETTI; he is over the age of eighteen (18) years and, to the best of our knowledge, is of sound mind and is not acting under duress, menace, fraud, misrepresentation or undue influence.

Executed at Saratoga, California this 29<sup>th</sup> day of December, 1981.

Jorge L. Linares residing at 5342 Rockin Dr  
San Jose, CA  
Douglas M. Linares residing at 20522 Loma Ave  
Saratoga CA

PETER P. ZAMBETTI AND JULIA M. ZAMBETTI TRUST

(FIRST AMENDMENT)

The undersigned, PETER P. ZAMBETTI and JULIA M. ZAMBETTI, Trustors of the PETER P. ZAMBETTI AND JULIA M. ZAMBETTI TRUST AGREEMENT, dated May 3, 1977, do hereby amend said trust agreement as follows:

FIRST: Trustors delete all of the provisions of Paragraph 2, Page 1 of said Trust and substitute in the place and stead thereof the following paragraph:

"The term "Trustee", and all references thereto, shall include the plural and the singular as well as the masculine, feminine and neuter genders, as required by the context, unless otherwise specifically stated. In the case of the death, resignation, disability or incapacity of either of the original Trustees hereunder, the Trustors hereby appoint the other Trustor as the sole Trustee. In the case of the death, resignation, disability or incapacity of both Trustors, the Trustors hereby appoint EUGENE L. ZAMBETTI as the sole Trustee. If EUGENE L. ZAMBETTI should for any reason fail to qualify or cease to act as the Trustee, we then appoint BANK OF AMERICA, NT & SA as said Trustee. Any successor Trustee shall have all the powers, immunities and discretion given to the original Trustee. None of the individual Trustees named shall be required to furnish a bond."

SECOND: Trustors delete all of the provisions of Article III, Paragraph A of said Trust and substitute in the place and stead thereof the following paragraph:

"A. During the lifetime of both Trustors, the community estate may be revoked in whole or in part by either Trustor, and any separate estate may be revoked in whole or

in part by the Trustor who created it; provided, however, that the duties, powers, and responsibilities of the Trustee shall not be substantially altered or amended without its written consent. The power of revocation shall be exercised by written notice delivered to the other Trustor and to the Trustees. In the event of such revocation, the community estate or the revoked portion shall revert to both Trustors as their community property, and the separate estate shall revert to the Trustor creating it and shall constitute his separate or quasi-community property as if this trust had not been created. This trust may not be amended during the lifetime of both Trustors without the written agreement of both of them. From and after the death of the predeceased spouse, the surviving spouse shall have the power to alter or amend or revoke this trust. From and after the death of the surviving spouse, this trust may not be altered, amended or revoked by any person."

THIRD: Trustors delete all of the provisions of Article IV of said trust and substitute in the place and stead thereof the following Article IV:

Character of Trust Property

"It is the Trustors' intention and the Trustors expressly agree that, unless changed by separate written agreement in which case any such agreement will control the status of the property, all community property transferred to this trust and the proceeds thereof (called the community estate) shall continue to retain its character as community property of the husband and wife during their joint lifetime subject, however, to all the terms and conditions of this trust instrument. The term "quasi-community property" as used throughout this trust instrument shall refer to property

described in Section 201.5 of the California Probate Code, as it may be amended."

FOURTH: Trustors delete all of the provisions of Article V, Paragraphs B,1(A)(b)(c); B,2; C; D,1; D,2; D,3; E,1; E,2; E,3(a)(b)(c)(d) of said trust and substitute in the place and stead thereof the following paragraphs:

"B. Upon the death of the first spouse to die, the Trustee shall hold, manage, invest and reinvest the trust estate, shall collect and receive the income thereof and shall dispose of principal and income as follows:

1. During the life of the surviving spouse, the Trustee shall pay to him or to her or apply to his or her benefit in annual or more frequent installments the entire net income thereof and so much of the principal including the whole thereof, as the surviving spouse shall at any time or from time to time direct in writing.

C. Upon the death of the survivor of husband and wife, the Trustee shall distribute, hold and administer the trust as follows:

1. Trustors' real property in Hawaii, described in Exhibit B and attached hereto, shall be delivered to the Trustors' son, EUGENE L. ZAMBETTI, free from trust;

2. One-half (1/2) of the balance of the trust estate shall be distributed outright to Trustors' son, EUGENE L. ZAMBETTI;

3. One-quarter (1/4) of the balance of the trust estate shall be retained IN TRUST, to be held, administered and distributed as follows:

- a. So long as Trustors' son, PETER N. ZAMBETTI is living, the Trustee shall pay to or apply for the benefit of PETER N. ZAMBETTI monthly the lesser of the net income of his share of the Trust estate or FIVE HUNDRED DOLLARS (\$500.00). Any net income not distributed shall be accumulated and added to principal.

b. At the death of PETER N. ZAMBETTI, this trust shall terminate and the undistributed balance shall thereupon be distributed to the then living children of PETER N. ZAMBETTI; provided, however, that if any part of that balance would otherwise be distributed to a person for whose benefit a trust is then being administered under this instrument, that part shall instead be added to that trust and shall thereafter be administered according to its terms.

3. One-quarter (1/4) of the trust estate shall be retained IN TRUST to be held, administered and distributed as follows:

a. The Trustee shall divide the trust estate into as many equal shares as there are children of PETER N. ZAMBETTI then living. Each share allocated to a living child of PETER N. ZAMBETTI who is twenty-one (21) years or older shall be distributed, free of trust, to that child. Each share allocated to a living child of PETER N. ZAMBETTI who is under the age of twenty-one (21) shall be retained and administered by the Trustee as a separate trust share as follows:

i) The Trustee shall pay to or apply for the benefit of that child so much of the net income and principal of the child's trust share as the Trustee, in the Trustee's discretion, deems necessary for the child's proper education and in any situation which the Trustee, in the Trustee's discretion, deems an emergency. Any income not distributed shall be accumulated and added to principal.

ii) When the child attains age twenty-one (21), the Trustee shall distribute and deliver to such child the balance of the principal and any accumulated income of his or her share of the trust estate.

iii) If a child of PETER N. ZAMBETTI dies before becoming entitled to receive distribution of that child's entire estate, the undistributed balance of that child's trust shall thereupon be distributed to the other living children of PETER N. ZAMBETTI, free of trust if said other children are twenty-one (21) years of age or older; provided, however, that if any part of that balance would otherwise be distributed to a person for whose benefit a trust is then being administered under this instrument, that part shall instead be added to that trust and shall thereafter be administered according to its terms."

FIFTH: Trustors delete all of the provisions of Article VII, Paragraph L of said trust and substitute in the place and stead thereof the following paragraph:

"Upon any division or partial or final distribution of any trust hereunder, partition, allot and distribute the same in undivided interests or in kind, at values determined by the Trustee, and to sell such property as the Trustee shall deem advisable to make such division or distribution.

SIXTH: Trustors delete all of the provisions of Article VII, Paragraph P of said trust. Paragraph Q of said Article VII then becomes the new Paragraph P of said Article VII of the trust.

SEVENTH: All other provisions of the PETER P. ZAMBETTI AND JULIA M. ZAMBETTI TRUST, dated May 3, 1977 shall remain the same and in full force and effect and no other amendments except those specifically set forth in this First Amendment shall apply.

IN WITNESS WHEREOF, the Trustors and Trustees have  
executed this First Amendment to the PETER P. ZAMBETTI AND  
JULIA M. ZAMBETTI TRUST this 29 day of December,  
1981.

TRUSTORS:

Peter P. Zambetti  
PETER P. ZAMBETTI

Julia M. Zambetti  
JULIA M. ZAMBETTI

TRUSTEES:

Peter P. Zambetti  
PETER P. ZAMBETTI

Julia M. Zambetti  
JULIA M. ZAMBETTI

.....  
\_\_\_\_\_  
EUGENE L. ZAMBETTI

When recorded mail to:  
ADAMS & ETIENNE  
P.O.Box 21  
Saratoga, CA 95070

77-79088

STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED  
LIBER 12415 p.736

77 SEP 6 P1:12

NO TAX DUE  
REALTY NOT SOLD

GRANT DEED

PETER ZAMBETTI and JULIA ZAMBETTI, husband and wife, as Joint Tenants,

HEREBY GRANT TO

PETER P. ZAMBETTI and JULIA M. ZAMBETTI, Trustees  
U/T/A dated May 3, 1977

the following described real property in the State of  
Hawaii, County of Hawaii:

LOT 19, Block 169, Area 43,610 square feet, situate in the County and State of Hawaii, as shown on the map of HAWAIIAN OCEAN VIEW ESTATES, duly recorded in the Bureau of Conveyances of the State of Hawaii as File Plan No. 787, being a portion of the lands conveyed to the Grantor herein by Crawford Oil Corporation by deed recorded in the Bureau of Conveyances of the State of Hawaii in Liber 4246 at pages 174-187.

TOGETHER WITH an undivided 1/11,500th fee simple interest in and to all roadways located within the above-mentioned subdivision, together with a perpetual non-exclusive easement-of-way in common with all other owners from time to time of lands therein, in, over, under and across all of said roadways, for all ingress, egress and utility purposes; PROVIDED, HOWEVER, in the event it shall at any future time be deemed desirable by the Committee having control of the Road Maintenance Escrow Fund heretofore established to convey the said roadways or any portion of them to any proper governmental authority which shall undertake the maintenance of said roadways, the ownership and easements herein set forth shall, to the extent necessary, be forthwith terminated, and the said Grantee herein does hereby irrevocably appoint said Committee and its successors his attorney-in-fact to make such conveyances.

Dated: August 30 1977.

Peter Zambetti

PETER ZAMBETTI

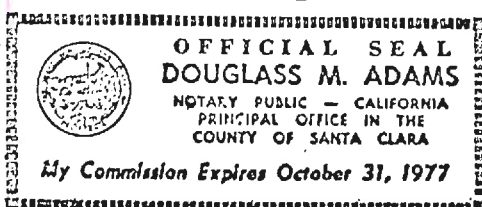
Julia Zambetti

JULIA ZAMBETTI

STATE OF CALIFORNIA )) ss.  
COUNTY OF SANTA CLARA)

on August 30 1977 before me, Douglass M. Adams, a Notary Public in and for said Santa Clara County and State, personally appeared PETER ZAMBETTI and JULIA ZAMBETTI known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.



Douglass M. Adams

Mail tax statement to: Peter Zambetti, 13920 Loquat Court, Saratoga, Calif. 95070



LOT NO. NINETEEN (19),

BLOCK NO. ONE HUNDRED SIXTY-NINE (169),

AREA 43,610 square feet, situate in the County and State of Hawaii, as shown on the map of HAWAIIAN OCEAN VIEW ESTATES, duly recorded in the Bureau of Conveyances of the State of Hawaii as File Plan No. 787, being a portion of the lands conveyed to the Grantor herein by Crawford Oil Corporation by deed recorded in the Bureau of Conveyances of the State of Hawaii in Liber 4246 at pages 174-187.

TOGETHER WITH an undivided 1/11,500th fee simple interest in and to all roadways located within the above-mentioned Subdivision, together with a perpetual non-exclusive easement-of-way in common with all other owners from time to time of lands therein, in, over, under and across all of said roadways, for all ingress, egress and utility purposes; PROVIDED, HOWEVER, in the event it shall at any future time be deemed desirable by the COMMITTEE having control of the Road Maintenance Escrow Fund heretofore established to convey the said roadways or any portion of them to any proper governmental authority which shall undertake the maintenance of said roadways, the ownership and easements herein set forth shall, to the extent necessary, be forthwith terminated, and the said Grantee herein does hereby irrevocably appoint said COMMITTEE and its successors his attorney-in-fact to make such conveyances.

TO HAVE AND TO HOLD the same, together with all improvements, rights, easements, privileges and appurtenances thereunto belonging or appertaining or held and enjoyed therewith, unto the Grantee, in the tenancy aforesaid, in fee simple forever.

AND the Grantee does hereby covenant and agree with the Grantor herein as follows, which covenants and agreements shall run with the land:

(a) Not to subdivide the above-described Lot(s) without the approval of the Hawaii County Planning and Traffic Commission or its successors, and conforming to the laws then applicable with respect thereto.

(b) That until such time as a piped water system shall serve the above-described Lot(s), Grantee will provide for each full-time occupant of said Lot(s) a catchment area of at least 400 square feet and a water tank capacity of 4,000 gallons.

AND the Grantor, for itself, its successors and assigns, does hereby covenant and agree with the Grantee that the Grantor has done or suffered no act or thing whereby said lands are encumbered, and that the same are free and clear of all encumbrances made or suffered by it, except real property taxes for the current year.

That as used in this Deed, the word "Grantee" shall include, wherever appropriate, the words: "his" or "her heirs, executors, administrators and assigns"; "their respective heirs, executors, administrators and assigns"; "their heirs and assigns, the survivor of them, and the heirs, executors, administrators and assigns of the survivor of them"; and "its successors and assigns". That the word "Grantee" shall include all genders and numbers as appropriate.

EXHIBIT B



December 29, 2017

**VIA E-MAIL**

Bruce H. Wolfe  
Executive Officer  
SAN FRANCISCO BAY REGIONAL  
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Re: Tentative Cleanup Order – Site Cleanup Requirements  
Hillview Cleaners, Saratoga CA  
RWQCB Case No. 43S0558

Dear Messrs. Wolfe and Barr:

This office represents Sang Bae Lee and Suk Lee with respect to the directives issued against them by the San Francisco Bay Regional Water Quality Control Board ("RWQCB") relating to the former dry cleaning business located at 14440 Big Basin Way, Saratoga, CA ("Site").

We are in receipt of RWQCB's Tentative Site Cleanup Requirements issued by RWQCB under a cover letter dated November 16, 2017 ("Tentative Order"). The Tentative Order was issued pursuant to California Water Code §13304.<sup>1</sup>

For the reasons set forth below, we respectfully request that Sang Bae Lee and Suk Lee be removed from the Tentative Order, and any subsequent orders that may be issued by RWQCB, as Sang Bae Lee and Suk Lee are not "Dischargers" for purposes of Code §13304 as set forth below.

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<sup>1</sup> All Code Sections (§) cited are references to the California Water Code unless otherwise indicated.

**A. The Distinction Between Who is Subject to RWQCB Requirements under Code §13267 versus Code §13304**

Code §13267 allows RWQCB to investigate the quality of waters of the state. (Code §13267(a)) RWQCB can direct such investigations be undertaken by:

“...any person who has discharged, discharges, proposes to discharge, or is suspected of having discharged or discharging waste...” that could affect water quality. (Code §13267(b)(1)) (**emphasis added**)

Code §13304, in contrast to §13267 allows the RWQCB to issue a Cleanup or Abatement order to:

“A person who has discharged or discharges waste into waters of this state in violation of any waste discharge requirement or other order or prohibition issued by a regional board, or who has caused or permitted, causes or permits, to threatens to cause or permit any waste to be discharged...” (**emphasis added**)

Code §13267 does not provide RWQCB with jurisdiction or authority to require a party to conduct a cleanup or remedial action; such a cleanup must be ordered under Code §13304. Noting that an “investigation” under Code §13267, a less onerous undertaking as compared to a cleanup order under Code §13304 the distinction between who may be ordered to respond to a RWQCB Code §13267 investigation versus a Code §13304 cleanup order is important. The difference in the statutory language between Code §13267 and §13304, to have any meaning, must contemplate a lower standard of justification (“evidence” in the statutory terms of Code §13267) on the part of the RWQCB in issuing a §13267 directive versus a §13304 order.

Under Code §13267, in requiring a person to undertake an investigation, the RWQCB must provide a written explanation along with the “evidence” with regard to the need for the reports. (Code §13267(b)(1) “Evidence” for purposes of Code §13267 is defined as:

“...any relevant evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of the evidence in a civil action.” (Code §13267(2)(e))

Code §13304 does not define any burden of evidence that the RWQCB must provide in issuing the order. Code §13304, by the statutory language that defines what persons are subject to such an order, identifies those persons only as a person who **has discharged or discharges** waste into waters of the state as compared to the broader class of persons identified under Code §13267; i.e. a person **suspected** of having discharged or discharging waste. The necessity of the requirement for the RWQCB to provide “evidence” under Code §13267 is apparent since persons only suspected of discharging waste fall within the purview of the statute.

Bruce H. Wolfe  
David Barr  
December 29 2017  
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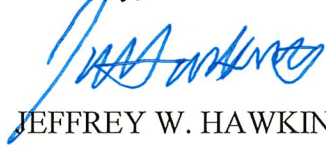
**B. There is no Evidence that Sang Bae Lee and Suk Lee Discharged Waste into Waters of the State**

Among the "findings" recited by RWQCB in the Tentative Order, RWQCB states that the Lee's are "named as dischargers because of substantial evidence that they discharged pollutants to soil and groundwater at the Site". The RWQCB cites no direct evidence of any discharge of PCE at the Hillview Cleaners during the Lee's operation and, as we have pointed out to the RWQCB in the past, despite years of investigation and copious records of the Lee's operations provided to the RWQCB, the RWQCB can cite to no direct evidence of a discharge of waste during the Lee's operation of Hillview Cleaners. There is no testimony that has been elicited from any percipient witness to support the proposition that the Lee's a discharge occurred during the Lee's operation of the dry cleaning business. The RWQCB has never challenged, nor provided any evidence, contradicting the Lee's position.

Based on the above, Sang Bae Lee and Suk Lee respectfully demand that RWQCB remove them as Dischargers under the Water Code §13304 Tentative Order.

Please feel free to contact me if you have any questions or wish to discuss this matter.

Sincerely,



JEFFREY W. HAWKINS

**Edward A. Firestone**  
***Attorney at Law***  
**775 Guinda St.**  
**Palo Alto, CA 94301**  
**Tel. No. (650) 327-0277**  
**Cell No. (650) 269-4561**

*Sent by e-mail*

January 3, 2018

Mr. Bruce Wolfe, Executive Officer  
California Regional Water Quality Control Board  
San Francisco Bay Region  
1515 Clay Street, Suite 1400  
Oakland, California 94612

Subject: Comments on Tentative Order –Adoption of Site Cleanup Requirements  
for Sang Lee, Suk Lee, Eugene Zambetti, Estate of Julia Zambetti, Estate  
of Peter Zambetti, Frank L. Burrell, For Hillview Cleaners Site, 14440 Big  
Basin Way, Saratoga, Santa Clara County

File No. 43S0558 (dib)

Dear Mr. Wolfe:

I represent the owners of the property located at 14420/14422 Big Basin Way, Saratoga, California (“14420/14422 Property”). The 14420/14422 Property contains two buildings. One is the Mint Leaf Restaurant building. The other is a two-story building consisting of a garage/storage unit on the ground level and a currently unoccupied residential apartment on the upper level. The 14420/14422 Property is located downgradient of the Hillview Cleaners Site.

My clients have the following comments on the Tentative Order:

1. There should be greater clarity in the definition of the “Site”, which is the Hillview Cleaners Site located 14440 Big Basin Way to distinguish it from all off-site properties/areas, which are not part of the “Site”. It is important to clarify that the word “Site” only applies to the Hillview Cleaners Site (for example, to exclude any other property from the proposed deed restriction required in Section C.7.). In addition, the word “property” is used for the word “Site” in section 7.a. second paragraph and in Section 9.; use of both words to describe the Hillview Cleaners Site could create confusion.

2. The Tentative Order describes the land use of the Hillview Cleaners Site and the area along Big Basin Way by Hillview Cleaners as commercial. This is not accurate with respect to the 14420/14422 Property in that one of the buildings contains a residential apartment. The Tentative Order needs to be revised to reflect that there is a residential use of a downgradient property. Further, the Tentative Order should be revised to clarify that residential indoor air cleanup levels be used for residential buildings and Section B.5. ("Indoor Air Cleanup Levels") should thus contain a separate table for residential buildings.
3. The Tentative Order needs to be revised to require that, as part of Site remediation, the Dischargers will monitor and evaluate all downgradient structures that may be affected by vapor intrusion due to the release at the Hillview Cleaners Site and that the Dischargers will undertake mitigation or remedial measures, as necessary, to mitigate or remediate concentrations of the primary chemicals of concern detected in indoor air in these structures to applicable and appropriate levels.
4. The current language in the Tentative Order needs to be revised to state that indoor air confirmation sampling, using appropriate (commercial/industrial or residential, as applicable) Indoor Air Cleanup Levels, will be required of the Dischargers as part of post-remediation monitoring and analysis for all downgradient structures that may be affected by vapor intrusion due to the pollutant releases at the Hillview Cleaners Site.

Please do not hesitate to contact me should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Edward A. Firestone". The signature is fluid and cursive, with the first name "Edward" and last name "Firestone" clearly distinguishable.

Edward A. Firestone