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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

DEPARTMENT 55

HON. MALCOLM H. MACKEY, JUDGE

RICHARD HOPP,

PLAINTIFF,

VS.

CITY OF LOS ANGELES,

DEFENDANT.

)  
)  
)  
)  
) CASE NO: BC401887  
)  
)  
)  
)  
)

REPORTER'S TRANSCRIPT OF PROCEEDINGS

TUESDAY, MARCH 3, 2009

APPEARANCES:

FOR PLAINTIFF: DAVID A. CORDIER, ESQ.  
440 WESTERN AVENUE, SUITE 203  
GLENDALE, CALIFORNIA 91201

FOR DEFENDANT:

ROCKARD J. DELGADILLO  
GABRIEL S. DERMER, DEPUTY CITY ATTORNEY  
200 N. MAIN STREET, 9TH FLOOR  
CITY HALL EAST, ROOM 916  
LOS ANGELES, CALIFORNIA 90012

ALSO PRESENT: RICHARD HOPP

REPORTED BY:  
SHEILA G. BROCK, CSR NO. 10025  
OFFICIAL COURT REPORTER

COPY

INDEX FOR MARCH 3, 2009

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1 CASE NUMBER: BC401887  
2 CASE NAME: HOPP VS. CITY OF LOS ANGELES  
3 LOS ANGELES, CALIFORNIA TUESDAY, MARCH 3, 2009  
4 DEPARTMENT 55 JUDGE MALCOLM H. MACKEY, JUDGE  
5 APPEARANCES: (AS HERETOFORE NOTED.)  
6 REPORTER: SHEILA G. BROCK, CSR NO. 10025  
7 TIME: MORNING SESSION  
8

9 (THE FOLLOWING PROCEEDINGS WERE HELD IN  
10 OPEN COURT:)

11  
12 THE COURT: HOPP VS. CITY OF LOS ANGELES.

13 MR. CORDIER: GOOD MORNING, YOUR HONOR.

14 DAVID CORDIER APPEARING ON BEHALF OF MR. HOPP THIS  
15 MORNING. HE IS PRESENT IN COURT.

16 MR. DERMER: GABRIEL DERMER FROM THE CITY ATTORNEY'S  
17 OFFICE ON BEHALF OF THE DEFENDANT, CITY OF LOS ANGELES.

18 THE COURT: YOU'VE SEE MY TENTATIVE TO DENY THE MOTION  
19 FOR JUDGMENT ON THE PLEADING?

20 THERE'S SOME FACTUAL ISSUE. I'M NOT SURE WHAT  
21 MR. HOPP IS DOING OUT THERE AND --

22 MR. DERMER: IF I MAY BRIEFLY, IT SEEMS LIKE THE  
23 TENTATIVE AS WELL AS THE PLAINTIFF'S ARGUMENT IS BASED ON THE  
24 ASSUMPTION THAT A BUSINESS MEANS IT'S NOT A BUSINESS IF THERE  
25 IS NO SALE. THE PROBLEM WITH THAT IS IT DOESN'T COMPORT WITH  
26 THE WORDS OF THE RATIONALE OF THE ORDINANCE. THE ORDINANCE  
27 SPEAKS OF ANY CONCERN PROVIDING A SERVICE. MR. HOPP PROVIDES  
28 A SERVICE OF ADVERTISING THAT HE HAS BOOKS FOR SALE. HE BUYS

1 THEM AT SWAP MEETS AND AT FLEA MARKETS. THIS IS WHAT'S  
2 ALLEGED IN THE COMPLAINT, AND PER THE ORDINANCE, THAT'S A  
3 BUSINESS THAT REQUIRES A SECOND-HAND BOOK DEALER'S PERMIT.

4 I THINK IT'S A RED HERRING TO SAY THAT BUSINESS  
5 MEANS OCCUPATION BECAUSE THAT'S NOT WRITTEN ANYWHERE.

6 THE COURT: THE L.A. MUNICIPAL CODE DEFINES BUSINESS AS  
7 "ANY OCCUPATION, TRADE, ESTABLISHMENT CONCERN."

8 MR. DERMER: YES, IT KEEPS GOING AFTER "OCCUPATION."

9 THE COURT: REGARDLESS OF THE FORM OF SERVICE PRODUCTS,  
10 COUNSEL.

11 MR. CORDIER: I THINK MR. DERMER ADDED TO THE FACTS THAT  
12 ARE ALLEGED IN THE COMPLAINT. MR. HOPP HAS NEVER ADVERTISED  
13 THAT HE HAS BOOKS FOR SALE. HE ADVERTISES THAT HE WOULD  
14 WOULD LIKE TO BUY BOOKS --

15 THE COURT: HE WANTS TO BUY BOOKS?

16 MR. CORDIER: HE WISHES TO BUY BOOKS FOR HIS PERSONAL  
17 COLLECTION, AND HE DOES NOT SELL ANY BOOKS, AND THE CODE AND  
18 ENTIRE SCHEME --

19 THE COURT: HE GOES OUT TO ALL THESE SALES, DOESN'T HE?

20 MR. CORDIER: HE BUYS THEM FROM DIFFERENT PEOPLE AROUND  
21 THE COUNTRY.

22 THE COURT: HOW MANY BOOKS DOES HE BUY?

23 MR. CORDIER: DEPENDING ON WHAT IS AVAILABLE. I CAN  
24 REPRESENT, I BELIEVE, HE'S BOUGHT LAW BOOK COLLECTIONS IN THE  
25 PAST, SO, IN THAT CASE, IT MIGHT BE ANYWHERE FROM TEN TO A  
26 HUNDRED. HE SORTS OUT WHAT HE WANTS AND THROWS AWAY THE  
27 REST, BUT THE POINT IS --

28 THE COURT: I DON'T BUY THAT.

1 MR. CORDIER: THAT HE DOESN'T SELL THEM?

2 THE COURT: I DON'T KNOW WHAT'S GOING ON.

3 MR. CORDIER: WELL, I APPRECIATE WHAT THE COURT IS  
4 SAYING. BUT THAT WOULD BE A FACTUAL DETERMINATION. I DON'T  
5 THINK THE CITY HAS ANY EVIDENCE OR WOULD BE ABLE TO DEVELOP  
6 ANY EVIDENCE THAT HE HAS ACTUALLY ENGAGES IN THE SALES, BUT,  
7 IF YOU LOOK AT THE ENTIRE STATUTORY SCHEME, IT SAYS THAT A  
8 PERSON WHO IS PROVIDING SERVICE, ENGAGING IN THIS BUSINESS,  
9 THEY HAVE TAKEN THE WORD "BUSINESS" OUT OF THE DICTIONARY AND  
10 SAID THAT IT MEANS VIRTUALLY ANY ACTIVITY.

11 BUT THE FACT IS THE USUAL TERM WHICH IN STATUTORY  
12 CONSTRUCTION IS WHAT IS REQUIRED TO BE LOOKED AT, THE USUAL  
13 SENSE OF THE TERM IS SOMEBODY --

14 THE COURT: IF SOMEONE GOES TO A LIBRARY AND BUYS A BOOK  
15 AND TAKES IT HOME, I DON'T THINK ANYBODY WHO BUYS A FEW  
16 BOOKS, THAT'S NOT A PROBLEM. THAT'S NOT A PROBLEM. I DON'T  
17 THINK THE CITY IS SUING ANYONE WHO IS DOING THAT.

18 MR. CORDIER: BUT THE PROBLEM IS, YOUR HONOR, THAT  
19 MR. DERMER SAYS WE SHOULD LOOK AT THIS FROM A QUALITATIVE --  
20 QUANTITATIVE, EXCUSE ME, STANDPOINT. IN OTHER WORDS, IF YOU  
21 BUY A LOT OF BOOKS, YOU'RE IN BUSINESS; IF YOU BUY A FEW  
22 BOOKS, WELL, MAYBE YOU'RE NOT IN BUSINESS. BUT THAT REALLY  
23 IS NOT THE DISTINGUISHING CHARACTERISTIC. IF A PERSON SELLS  
24 A FEW BOOKS, HE MAY BE IN BUSINESS; IF HE SELLS A LOT OF  
25 BOOKS, IT MAY BE ONE SALE. WE DON'T KNOW THAT. BUT CLEARLY  
26 A PERSON WHO IS A COLLECTOR AND WHO ENGAGES IN THE ACTIVITY  
27 OF COLLECTING IS NOT COVERED BY THE STATUTE, IS NOT DEFINED.  
28 I THINK THE COURT'S TENTATIVE IS CORRECT. AND, BY LOOKING AT

1 THAT TENTATIVE, I THINK THE COURT ELIMINATES THE NEED TO  
2 REALLY ADDRESS THE ISSUES OF PRESUMPTION AND  
3 CONSTITUTIONALITY.

4 IF HE DOES NOT MEET THE DEFINITION OF A SECOND-HAND  
5 BOOK DEALER, THEN OF COURSE WE DON'T NEED TO ADDRESS THOSE  
6 ISSUES. ONE OTHER POINT I WOULD LIKE TO MENTION IS THAT THE  
7 CITY HAS YET TO ADDRESS THE DEFINITION OF THE WORD "DEALER."  
8 IF WE LOOK AT BUSINESS OR DEALER IN THE USUAL SENSE THAT THEY  
9 ARE USED, BOTH OF THEM REFERENCE A COMMERCIAL ACTIVITY.  
10 MR. HOPP QUITE SIMPLY IS NOT ENGAGED IN A COMMERCIAL  
11 ACTIVITY.

12 LASTLY, I THINK THE COURT'S TENTATIVE TO DENY THE  
13 MOTION FOR JUDGMENT ON THE PLEADINGS IS CORRECT. THAT  
14 DOESN'T PRECLUDE THE CITY FROM DEVELOPING WHATEVER EVIDENCE  
15 THEY THINK THEY NEED IN TERMS OF A TRIAL. IF THEY THINK THEY  
16 WANT TO GO THAT FAR TO SO SAY, AH-HA, MR. HOPP REALLY IS, IN  
17 FACT, ENGAGED IN THE SELLING OF BOOKS --

18 THE COURT: THE DEFINITION IN THE CODE SAYS,  
19 "SECOND-HAND BOOK DEALER MEANS PERSONS ENGAGING IN,  
20 CONDUCTING, MANAGING, OR CARRYING ON THE BUSINESS OF BUYING,  
21 SELLING, OR EXCHANGING OR OTHERWISE DEALING IN SECOND-HAND  
22 BOOKS AND MAGAZINES, SECOND-HAND TEXTBOOKS, SECOND-HAND  
23 EDUCATIONAL ITEMS."

24 MR. DERMER: THAT'S WHY THERE IS NO FACTUAL DISPUTE.  
25 THAT'S WHY THIS IS A MOTION FOR JUDGMENT ON THE PLEADINGS  
26 BECAUSE THE COMPLAINT ALLEGES THAT MR. HOPP ACTIVELY  
27 PROMOTES, ADVERTISES AND CAMPAIGNS HIS ACTIVITIES WITHIN  
28 PUBLICATIONS, WEBSITES, VARIOUS EVENTS, INCLUDING, BUT NOT

1 LIMITED TO, EXHIBITIONS, FESTIVALS, MEETINGS, FLEA MARKETS,  
2 SWAP MEETS -- I'M NOT A TALKING ABOUT A QUANTITATIVE  
3 DIFFERENCE. I'M TALKING ABOUT A QUALITATIVE DIFFERENCE.  
4 THESE ARE ALL INDICIA OF A BUSINESS OF BUYING BOOKS. THAT'S  
5 WHAT MR. HOPP ALLEGES HE DOES, NOT SELL THEM, BUY THEM.

6 IF YOUR HONOR IS INCLINED TO GRANT THE TENTATIVE, I  
7 WOULD RESPECTFULLY REQUEST GUIDANCE AS TO WHERE WE'RE  
8 SUPPOSED TO GO FROM HERE BECAUSE THIS DOES -- THE FACTS DO  
9 LAY THEMSELVES OUT FOR A JUDGMENT ON THE PLEADINGS. THERE IS  
10 NO FACTUAL DISPUTE. THE CITY IS NOT, HAS NOT CONDUCTED  
11 DISCOVERY TO FIND THAT MR. HOPP IS INDEED SELLING THE BOOKS.  
12 THE CITY HAS STIPULATED AT LEAST AT THIS POINT HE'S BUYING  
13 BOOKS, BUT UNDER THE ORDINANCE BUYING BOOKS REQUIRES A POLICE  
14 PERMIT LESS THIEVES BE DEPOSITING THEIR STOLEN BOOKS WITH  
15 THIS BOOK BUYER WITH IMPUNITY.

16 THE COURT: EXCHANGING OR OTHERWISE DEALING IN  
17 SECOND-HAND BOOKS AND MAGAZINES.

18 HE'S DOING THAT, ISN'T HE?

19 MR. CORDIER: HE IS BUYING BOOKS. HE IS NOT EXCHANGING  
20 BOOKS OR OTHERWISE DEALING THEM. BUT IF THE COURT -- YOU  
21 SEE, YOU'RE LOOKING AT THE STATUTORY CONSTRUCTION. I THINK  
22 THE COURT CORRECTLY LOOKED AT 103.01 OF THE L.A. MUNICIPAL  
23 CODE IN THAT IT REQUIRES THE PROVIDING OF SOME PRODUCT OR  
24 SERVICE.

25 MR. HOPP IS NOT PROVIDING A PRODUCT OR SERVICE.  
26 MORE IMPORTANTLY, IF YOU LOOK AT THE STATUTORY CONSTRUCTION  
27 RULES, THE COURT IS SUPPOSED TO USE THE WORDS IN A USUAL  
28 SENSE. BUSINESS GENERALLY CONNOTES A COMMERCIAL ACTIVITY,

1 AND, IF THE COURT IS ALSO SUPPOSED TO COME TO A DECISION THAT  
2 AVOIDS ASSURED RESULTS, IF YOU TAKE, FOR EXAMPLE,  
3 MR. DERMER'S DEFINITION AND YOU FOLLOW WITHIN THE DEFINITION  
4 OF THE CODE THAT ANYBODY ENGAGED IN BUYING, IT'S NOT A  
5 QUALITATIVE DIFFERENCE AS HE SUGGESTED.

6 ANYBODY WHO IS ENGAGED IN BUYING BOOKS OR  
7 EXCHANGING BOOKS WOULD BE REQUIRED TO HAVE A POLICE PERMIT.  
8 THAT WOULD INCLUDE KIDS EXCHANGING COMIC BOOKS, KIDS BUYING  
9 COMIC BOOKS FOR OTHER KIDS, LAWYERS WHO ARE BUYING LAW  
10 BOOKS --

11 THE COURT: BUT SOMEBODY -- IT GOES FURTHER. HE DOES  
12 WHAT?

13 MR. CORDIER: HE ADVERTISES. SO WHAT? HE ADVERTISES --

14 THE COURT: HE ADVERTISES.

15 MR. CORDIER: I LIKE TO BUY BOOKS. I'M INTERESTED IN  
16 BUYING BOOKS. I KNOW PEOPLE WHO LIKE TO ADVERTISE THEY LIKE  
17 TO BUY CARS.

18 THE COURT: WHAT IS HE, A LIBRARIAN?

19 MR. CORDIER: HE'S NOT A LIBRARIAN. NO. HE'S A  
20 COLLECTOR.

21 THE PLAINTIFF: I'M A BAILBONDSMAN BY TRADE.

22 MR. CORDIER: HE'S A COLLECTOR.

23 MR. DERMER: BUT THAT'S THE POINT. IF I HAVE A STORE  
24 THAT SAYS "I BUY BOOKS HERE, NOTHING FOR SALE," THAT NEEDS A  
25 PERMIT; OTHERWISE, THE POLICE HAVE NO IDEA WHAT'S BEING  
26 TRANSFERRED THERE.

27 MR. CORDIER: THEY DON'T KNOW -- IF A LAWYER GOES OUT  
28 AND BUYS A SET OF LAW BOOKS, HOW DO THEY KNOW IT'S BEING

1 TRANSFERRED? THEY DON'T. WHAT IS THE QUALITATIVE  
2 DIFFERENCE? IS IT A THOUSAND DOLLAR BOOK COLLECTION? AND,  
3 UNDER THE CODE, DOES IT EXIST AS AN EXEMPT SINGLE  
4 TRANSACTION? NO, IT DOES NOT. THE FACT IS IT'S NOT A  
5 COMMERCIAL ACTIVITY IN THE SENSE OF PROVIDING A PRODUCT OR  
6 SERVICE TO THE PUBLIC.

7 MR. DERMER: AND THE CODE DOES NOT LINK COMMERCIAL  
8 WITH --

9 THE COURT: COMMERCIAL IS NOT LINKED. NO. I'M GOING TO  
10 GRANT THE MOTION FOR JUDGMENT ON THE PLEADINGS.

11 COURT FINDS THAT HE IS IN THE SECOND-HAND BOOK  
12 DEALER UNDER THE DEFINITION ENGAGING IN, CONDUCTING, OR  
13 CARRYING ON THE BUSINESS OF BUYING, SELLING, OR EXCHANGING,  
14 OR OTHERWISE DEALING WITH SECOND-HAND BOOKS AND MAGAZINES.

15 MR. CORDIER: THEN WE HAVE TO ADDRESS THE ISSUE OF  
16 PREEMPTION THAT WAS RAISED IN THE PLEADINGS. WE CONTEND THAT  
17 THE WHOLE ENTIRE SCHEME OF SECOND-HAND BOOK DEALERS IS REALLY  
18 SORT OF A SUBSET OF SECOND-HAND DEALERS IN THE FIRST PLACE  
19 AND THAT IS PREEMPTIVE BY STATE LAW AS WE ARGUED IN OUR  
20 OPPOSING PAPERS, SO I THINK THE MOTION MUST BE DENIED ON  
21 THOSE GROUNDS.

22 THE COURT: COUNSEL?

23 MR. DERMER: THE STATE SCHEME TALKS ABOUT CLEARLY  
24 TANGIBLE SECOND HAND -- TALKS ABOUT TANGIBLE PROPERTY. THIS  
25 IS ADDRESS -- I DON'T WANT TO GO ON AD NAUSEAM, BUT IT'S  
26 CLOSE.

27 NOWHERE DOES THE STATE SCHEME CONTEMPLATE  
28 SECOND-HAND BOOKS. THE STATE SCHEME IS 21627 OF THE BUSINESS

1 & PROFESSIONS CODE AND THAT DEFINES "TANGIBLE PERSONAL  
2 PROPERTY AS PROPERTY THAT BEARS A SERIAL NUMBER OR  
3 PERSONALIZED INITIALS OR INSCRIPTION WHICH BEARS EVIDENCE OF  
4 HAVING HAD A SERIAL NUMBER, PERSONALIZED DESCRIPTION."

5 IT GOES ON TO DISCUSS CARS AND SUCH. I WOULD ARGUE  
6 THAT THE STATE RATHER DOES NOT AT ALL COVER NON-TANGIBLE  
7 PERSONAL PROPERTY SUCH AS BOOKS. EVEN IF IT DID HOWEVER,  
8 THERE IS CLEAR CASE LAW SUCH AS THE MALICH CASE OUT OF SAN  
9 DIEGO THAT IS AN ENTIRE DISCUSSION ABOUT HOW LOCAL CITY  
10 ORDINANCES ADDRESSING PAWN SHOPS ARE NOT PREEMPTED BY THE  
11 STATE SCHEME AS LONG AS THEY DON'T CONFLICT WITH THE STATE  
12 SCHEME.

13 AND IF YOU LOOK AT THE CITY'S MOVING PAPERS, I  
14 THINK WE DO A NICE JOB OF SHOWING THAT THE CITY'S ORDINANCE,  
15 IF ANYTHING, IS LIKE THE SAN DIEGO SCHEME UPHELD IN MALICH  
16 THAT IS NOT PREEMPTED, AND, IN FACT, THE CITY CAN EVEN  
17 DUPLICATE THE STATE SCHEME REQUIRING A PERMIT. IT'S ALSO  
18 WORTH NOTING THAT MR. HOPP DOES NOT ALLEGE HE HAS A STATE, A  
19 PERMIT. THE STATE CONTEMPLATES REQUIRING A PERMIT. SO I  
20 THINK IT'S DISINGENUOUS TO SAY I DON'T NEED A CITY -- IT'S  
21 PREEMPTIVE. BUT I DON'T NEED A STATE ONE EITHER. BUT,  
22 AGAIN, THE PAPERS I THINK --

23 THE COURT: YOU'VE GONE INTO THE SECOND-HAND BOOK  
24 ORDINANCE CANNOT BE PREEMPTED BY THE STATE AS THE STATE  
25 STATUTES ADDRESS, SERIALIZE, AND PERSONALIZED PROPERTY AND DO  
26 NOT ADDRESS NON-TANGIBLE SECOND-HAND BOOKS. THERE'S NOTHING  
27 IN THE SECTION THAT WOULD BE PREEMPTED EVEN IF SECOND-HAND  
28 BOOKS WERE COVERED BY THE STATE STATUTORY SCHEME.

1 MR. CORDIER: MAY I ADDRESS THOSE ISSUES, YOUR HONOR?

2 THE COURT: YES.

3 MR. CORDIER: FIRST, THAT MR. DERMER MISUNDERSTANDS THE  
4 DISTINCTION BETWEEN TANGIBLE PERSONAL PROPERTY AND  
5 INTANGIBLES. BOOKS AS A HARD ITEM ARE TANGIBLE PROPERTY.  
6 THE CONTENT OF THE BOOK, THE COPYRIGHT, IS AN INTANGIBLE, SO  
7 BOOKS ARE TANGIBLE PERSONAL PROPERTY COVERED BY THE  
8 SECOND-HAND BOOK DEALERS, THE SECOND-HAND DEALER'S PERMIT  
9 SCHEME OF THE STATE STATUTES.

10 WHETHER HE LOOKS TO THE MALICH CASE, I DON'T WANT  
11 TO FLOG THIS TO DEATH, BUT WE'VE EXPLAINED TO THE COURT THAT  
12 IN MALICH, I THINK THEIR RELIANCE IS MISPLACED BECAUSE THE  
13 MALICH COURT ACTUALLY OVERTURNED THE SAN DIEGO CITY ORDINANCE  
14 TO THE EXTENT THAT IT WAS INCONSISTENT WITH THE STATE LAW.  
15 SO IN THIS CASE HERE THE ENTIRE SECOND-HAND DEALER'S PERMIT  
16 AND SECOND-HAND BOOK DEALER IS JUST SORT OF A SUBSET OF THAT  
17 AND IS INCONSISTENT WITH THIS STATE LAW ON SECOND-HAND DEALER  
18 PERMITS.

19 WHETHER MR. HOPP IS EXEMPT UNDER THE STATE LAW OR  
20 NOT IS NOT RELEVANT TO WHETHER THE PREEMPTION ISSUE APPLIES,  
21 SO THE MERE FACT THAT HE DOES NOT HAVE A SECOND-HAND DEALER'S  
22 PERMIT DOESN'T MEAN HE'S REQUIRED TO HAVE A SECOND-HAND  
23 DEALER'S.

24 AS A MATTER OF FACT, IF HE HAD A SECOND-HAND  
25 DEALER'S PERMIT FOR THE STATE OF CALIFORNIA, THEIR ARGUMENT  
26 MAY ACTUALLY BE STRONGER, BUT HE DOES NOT. HE HAS NOT  
27 ENGAGED IN BUSINESS. HE'S AN AVID COLLECTOR. THERE'S  
28 NOTHING MORE. AND I'LL SUBMIT.

1 MR. DERMER: I THINK WE ARE REHASHING THE POINT THAT  
2 HE'S NOT IN BUSINESS. IF THE ISSUE IS PREEMPTION, THE CITY  
3 MAKES IT CLEAR THAT THE CITY'S ORDINANCE IS NOT PREEMPTED  
4 AND --

5 THE COURT: COURT FINDS THE CITY'S ORDINANCE IS NOT  
6 PREEMPTIVE.

7 MR. CORDIER: VERY GOOD. AND WE'LL SUBMIT ON THAT  
8 BASIS, AND HE'LL PREPARE AN ORDER.

9 MR. DERMER: I SUBMITTED AN ORDER, YOUR HONOR.

10 MR. CORDIER: OKAY.

11 THE COURT: YOU SUBMITTED ONE? OKAY.

12 MR. CORDIER: IF WE COULD GET A COPY OF THAT ORDER?

13 THE COURT: WE'LL CHECK THAT.

14 MR. CORDIER: THE COURT WILL ENTER JUDGMENT ACCORDINGLY?

15 THE COURT: YES.

16 MR. CORDIER: VERY GOOD. MAY WE GET A COPY OF THE  
17 TENTATIVE?

18 THE COURT: CASE MANAGEMENT GOES OFF CALENDAR.

19 MR. CORDIER: CAN WE MAKE A COPY?

20 THE COURT: NO.

21 MR. CORDIER: THANK YOU.

22 MR. DERMER: THANK YOU, YOUR HONOR.

23 (PROCEEDINGS ADJOURNED.)

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

DEPARTMENT 55

HON. MALCOLM H. MACKEY, JUDGE

RICHARD HOPP,

PLAINTIFF,

VS.

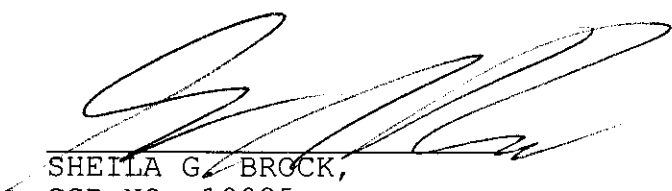
CITY OF LOS ANGELES,

DEFENDANT.

CASE NO: BC401887

I, SHEILA G. BROCK, OFFICIAL COURT REPORTER OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF LOS ANGELES, DO HEREBY CERTIFY THAT THE FOREGOING PAGES 1 THROUGH 11, INCLUSIVE, COMPRISE A FULL, TRUE, AND CORRECT TRANSCRIPT OF THE PROCEEDINGS HELD IN THE ABOVE-ENTITLED MATTER ON MARCH 3, 2009.

DATED THIS 14TH DAY OF MARCH, 2009.

  
SHEILA G. BROCK,  
CSR NO. 10025

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