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5 Attorneys for Plaintiff NORTH VIEW ESTATES, GP,  
 6 a California General Partnership

7 UNITED STATES DISTRICT COURT  
 8 EASTERN DISTRICT OF CALIFORNIA  
 9

10	NORTH VIEW ESTATES, GP, a General	)	Case No. 2:08-CV-02230-JAM-GGH
11	Partnership,	)	
12	Plaintiff,	)	<b>STIPULATION AND ORDER TO FILE</b>
13	v.	)	<b>SUPPLEMENTAL COMPLAINT AND</b>
14		)	<b>WITHDRAWING MOTION TO DISMISS</b>
15	YREKA HOLDINGS, II, an Oregon Limited	)	<b>COUNTERCLAIM</b>
16	Partnership; CHRIS A. GALPIN, an	)	
17	individual; GREGG ADAMS, an individual;	)	
18	PREMIER WEST BANK, a business entity,	)	Judge: Hon. John A. Mendez
19	form unknown; and DOES 1-50, inclusive,	)	Courtroom: 6
20	Defendants.	)	
21		)	
22	AND RELATED COUNTERCLAIM	)	
23		)	

20 Plaintiff North View Estates, GP, a general partnership, and Defendants Yreka Holdings,  
 21 II, LP, an Oregon limited partnership, Cris Galpin, and Gregg Adams (“Defendants”) hereby  
 22 agree and stipulate as follows:  
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- 24 (1) Plaintiff North View Estates shall be allowed to file a supplemental
- 25 complaint attached hereto as Exhibit 1 to this stipulation and order;
- 26 (2) Defendants shall file an answer to the supplemental complaint within 20

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days of the receipt of service.

(3) Plaintiff North View Estates hereby withdraws its Motion to Dismiss Defendants' Counterclaim for Failure to State a Claim upon Which Relief can be Granted ("Plaintiff's Motion").

(4) The hearing on Plaintiff's Motion set for July 29, 2009 at 9:00 am is vacated.

IT IS SO ORDERED.

Dated: July 13, 2009

/s/ John A. Mendez  
Judge of the District Court

Dated: July 8, 2009

By: \_\_\_\_\_  
Kirk E. Giberson  
Gregory A. Forest  
Attorneys for Defendants Yreka  
Holdings II, Cris Galpin and Gregg  
Adams

Dated: July 8, 2009

By: \_\_\_\_\_  
Wallace C. Doolittle  
James P. Downs  
Attorneys for Plaintiff  
North View Estates

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# EXHIBIT 1

1 WALLACE C. DOOLITTLE (SBN158116)  
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9 Attorneys for Plaintiff NORTH VIEW ESTATES, GP,  
10 a California General Partnership

11 UNITED STATES DISTRICT COURT  
12 EASTERN DISTRICT OF CALIFORNIA

13 NORTH VIEW ESTATES, GP, a General Partnership, ) Case No. 2:08-CV-02230-JAM-GGH  
14 Plaintiff, )  
15 v. ) **SUPPLEMENTAL VERIFIED**  
16 ) **COMPLAINT FOR JUDICIAL**  
17 ) **FORECLOSURE; BREACH OF**  
18 ) **CONTRACT; DECLARATORY RELIEF;**  
19 ) **AND SPECIFIC PERFORMANCE**  
20 YREKA HOLDINGS, II, an Oregon Limited Partnership; CHRIS A. GALPIN, an )  
21 individual; GREGG ADAMS, an individual; )  
22 and DOES 1-50, inclusive, )  
23 Defendants )

24 Plaintiff NORTH VIEW ESTATES, GP, a General Partnership, alleges, as its  
25 Supplemental Complaint against Defendants YREKA HOLDINGS, II, an Oregon Limited  
26 Partnership; CHRIS A. GALPIN, an individual; GREGG ADAMS, and DOES 1-50 inclusive, as  
follows:

PARTIES

1. Plaintiff NORTH VIEW ESTATES, GP (“North View”) is a General Partnership formed under the laws of the State of California. North View was at all material times domiciled and maintained its principal place of business in the County of Siskiyou, State of California.

1 Plaintiff's partners are also citizens of and domiciled in the State of California.

2 2. Defendant YREKA HOLDINGS, II, ("Yreka Holdings") is and was at all material  
3 times a limited partnership organized and existing under the laws of the State of Oregon, with its  
4 headquarters in Medford Oregon. The real property at issue in this proceeding is located in  
5 Siskiyou County, State of California.

6 3. Plaintiff is informed and believes and thereon alleges that Defendant CHRIS A  
7 GALPIN ("Galpin") is and was at all material times an individual residing and domiciled in the  
8 State of Oregon. Plaintiff is informed and believes and thereon alleges that Defendant GREGG  
9 ADAMS ("Adams") is and was at all material times an individual residing and domiciled in the  
10 State of Oregon

11 4. This Court has jurisdiction of this matter by virtue of the diversity of citizenship  
12 of the parties. All defendants are citizens of Oregon. Plaintiff and its partners are citizens of  
13 California. Jurisdiction is conferred based upon 28 U.S.C. §1332. Venue is proper in the  
14 Eastern District of California pursuant to 28 U.S.C. §1391(a)(2), as the real property that is the  
15 subject of this action is located in Siskiyou County, California, which is in the Eastern District of  
16 California. Venue is further conferred in the Eastern District of California pursuant to 28 U.S.C.  
17 §1391(c) as defendants are subject to personal jurisdiction in this district and are doing business  
18 in this district. A further basis for venue in the Eastern District is 28 U.S.C. §1391(a)(2) as a  
19 substantial part of the events and/or omissions at issue in this litigation took place in the Eastern  
20 District.

21 5. Defendants DOES 1-50 are sued by such fictitious names because Plaintiff is  
22 ignorant of their true names and capacities. Plaintiff will amend this complaint when the same is  
23 ascertained. Plaintiff is informed and believes and thereon alleges that each of the Defendants,  
24 including DOES 1-50 inclusive, are the agents, employees or co-conspirators with all the other  
25 defendants and were acting within the scope of said agency or employment or pursuant to said  
26 conspiracy.

1 FACTS/BACKGROUND

2 6. On August 26, 2002, Galpin and Adams on the one hand, and North View entered  
3 into a Purchase and Sale and Option Agreement (the “Purchase Agreement.”) A true and correct  
4 copy of the Purchase Agreement is set forth as Exhibit A hereto. Pursuant to the Option  
5 Agreement, Galpin and Adams purchased a portion of the North View Estates subdivision,  
6 designated as “Phase Two.”

7 7. The Purchase Agreement further granted Galpin and Adams the irrevocable and  
8 exclusive option to purchase the remaining property constituting the North View Estates  
9 subdivision.

10 8. Galpin and Adams exercised their rights under the option contained in the  
11 Purchase Agreement on October 20, 2004, and purchased the remaining property. The document  
12 memorializing said exercise of option and purchase was entitled the “Addendum.” A true and  
13 correct copy of the Addendum is attached hereto as Exhibit B. Pursuant to the Addendum,  
14 Defendant YREKA HOLDINGS, II was substituted as the Buyer. The purchase price set forth in  
15 the Addendum was \$2,660,000.00. Pursuant to the Addendum, the Buyer paid a down payment  
16 in the amount of \$256,410.00. The balance of the purchase price – \$2,403,590.00 – was to be  
17 paid pursuant to a Promissory Note (“Note 1”), secured by a Deed of Trust (the “North View  
18 Trust Deed.”)

19 9. A true and correct copy of Note 1 is attached hereto as Exhibit C. The North  
20 View Trust Deed is attached hereto as Exhibit D.

21 10. The Addendum and Note 1 contain two additional contractual obligations, owed  
22 by Galpin and Adams, jointly and personally:

23 a. An unconditional agreement to build roads within the subdivision “by April 30,  
24 2007 or within twelve (12) months after the date of foreclosure, whichever occurs first.” (the  
25 “Road Agreement”); and  
26

1           b.       An unconditional guaranty to pay for any and all costs of creating the necessary  
2 partitions to create separate parcels and/or any foreclosure, including, but not limited to,  
3 attorneys' fees, city fees, survey fees and governmental fees (the "Fee Guaranty.")

4           11.       The Addendum did not purport to stand alone from the original Purchase  
5 Agreement. The Addendum is an amendment to the agreement to allow the Buyer to purchase  
6 the remaining units of the North View Estates. The Addendum served to convey title to entire  
7 parcel representing the entire North View Estates for which a final map had been previously  
8 recorded. Paragraph one of the Addendum states as follows: "This is an Addendum to the  
9 document entitled 'Purchase and Sale Agreement'." The Addendum did not purport to create  
10 further subdivisions. The Addendum incorporated the provisions contained in the original  
11 Purchase Agreement, including the Buyer's option to obtain final map approval before close of  
12 escrow.

13           12.       By virtue of the Addendum, the Defendants became the owner of the entire North  
14 Estates property, and thereby eliminated any requirement that a final map be recorded for that  
15 parcel given that a final map had been previously approved and recorded for the entire North  
16 View Estates property.

17           13.       Following the conveyance of title for the entire North View Estates pursuant to  
18 the Addendum, Siskiyou County Title Co. and Defendant Yreka Holdings devised a payment  
19 plan that involved a "reconveyance" of the property to the Defendants as "monetary units" in  
20 conjunction with incremental payments of \$21, 000.00 per acre. The Promissory Note executed  
21 by the parties, including the Defendants herein, specifically stated that it was not intended to  
22 create new parcels, as follows: "Both parties understand that the partial reconveyance of the  
23 promissory note and deed of trust on areas defined as units are of monetary value only and are  
24 not to be represented as creating a legal parcel."  
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1           14.     On or about February 2, 2005, Defendant Cris Galpin on behalf of Defendant  
2 Yreka Holdings executed a Deed of Trust that contained an Exhibit “One” which contained a  
3 “Release Provision” which states in pertinent part as follows:

4                     Trustor and Beneficiary hereby agree that units and/or phases,  
5                     designated by Trustor shall be released upon payment in the  
6                     amount \$21,000 per acre (pro rata for any partial acre to be  
7                     released, i.e. 12.55 acres released shall be equal to a payment due  
8                     of \$263,550.00); the amounts so paid shall be credited to the  
9                     principal balance of the note secured hereby. FURTHER, payment  
10                    of the annual installments (or any other principal payment) shall be  
11                    applied to the amount due for the release of any designated units  
12                    and/or phases. The amount of property released shall be equal to  
13                    the principal payment paid divided by the sum of \$21,000.00 per  
14                    acre (pro rata for any partial acre to be released as per the above  
15                    example). Interest paid on the note secured hereby does not apply  
16                    to the demands due for any Partial release issued. The legal  
17                    descriptions and respective maps provided for each unit and/or  
18                    phase to be released are attached hereto as Exhibit “B” and are  
19                    incorporated by reference.

20           15.     Defendants’ legal counsel drafted the Purchase Agreement, Addendum and Deeds  
21 of Trusts. Neither Plaintiff nor any legal counsel on its behalf were in any way involved in the  
22 drafting of the Purchase Agreement, Addendum and Deeds of Trusts involving the Defendants  
23 purchase of the North View Estates.

24           16.     On or about February 3, 2005, Siskiyou County Title Company recorded a  
25 “Partial Reconveyance” releasing Unit 4 of the North View Estates property. The recording of  
26 the partial reconveyance devised by the defendants and Siskiyou County Title Co. violated  
Government Code §66499.30 of the Subdivision Map Act.

          17.     On or about October 21, 2005, Siskiyou County Title Company recorded a  
“Partial Reconveyance” releasing Unit 10 of the North View Estates subdivision. The recording  
of the partial reconveyance devised by the defendants and Siskiyou County Title Co. violated  
Government Code §66499.30 of the Subdivision Map Act.



1           18.     On or about June 6, 2007, Siskiyou County Title Company recorded a “Partial  
2 Reconveyance” releasing Units 5, 7 & 10B of the North View Estates subdivision. The recording  
3 of the partial reconveyance devised by the defendants and Siskiyou County Title Co. violated  
4 Government Code §66499.30 of the Subdivision Map Act.

5           19.     The Addendum and the Note required that YREKA HOLDINGS, II pay the entire  
6 remaining balance of principal and interest on before April 30, 2007. However, YREKA  
7 HOLDINGS, II could not make the payment by the due date. Therefore, the parties negotiated a  
8 refinance and amendment to the original purchase terms.

9           20.     In order to refinance the remaining balance and provide an accommodation to  
10 YREKA HOLDINGS, II, Plaintiff executed an amended note (“Note 2”). A true and correct  
11 copy of Note 2 is attached hereto as Exhibit E. Under Note 2, YREKA HOLDINGS, II was  
12 required to pay, on or before May 25, 2008, the principal balance of \$1,195,250, and all interest  
13 accruing or accrued from May 25, 2007 to maturity.

14           21.     Additional consideration was provided by YREKA HOLDINGS, II:

15           a.     The interest rate was increased from 4% to 6% per annum from May 25, 2007  
16 until paid; and

17           b.     Galpin and Adams agreed that “Discovery Street, located in properties released by  
18 Seller, will be completed by May 25, 2009 or within twelve (12) months after the date of filing  
19 of foreclosure, whichever occurs first.” This amendment to the Road Agreement did not relieve  
20 Galpin and Adams from their obligation to complete and build all the roads, other than  
21 Discovery Street, on or before April 30, 2007.

22           22.     As of the date of filing this Complaint, Defendants, and each of them, failed and  
23 refused to commence construction of roads under the Road Agreement, Note 1 and Note 2.  
24 Yreka Holdings failed to make the May 25, 2008 payment required under the Amended Note.





1 parcels. If Galpin and Adams are not compelled to complete and construct the roads as agreed,  
2 the value of the security for Plaintiffs' loan and the adjacent land will be diminished.

3 38. Money damages would be inadequate. Plaintiffs are therefore entitled to a  
4 decree, specifically ordering Galpin and Adams to construct and complete the roads.

5 WHEREFORE, Plaintiff prays for relief as set forth hereinbelow.

6 **FOURTH CAUSE OF ACTION**  
7 **Breach of Contract (Fee Guaranty)**  
8 **- Against Galpin and Adams**

9 39. Plaintiff hereby incorporates by reference Paragraphs 1 through 38 above as  
10 though fully set forth herein.

11 40. Defendants Galpin and Adams have failed to perform the work to create the  
12 separate parcels set forth in the relevant agreements. Defendants Galpin and Adams have further  
13 failed to pay the fees and costs associated with creating the parcels. Therefore, Galpin and  
14 Adams have breached the Fee Guaranty. Galpin and Adams have repudiated and committed an  
15 anticipatory breach of the Fee Guaranty by sending correspondence stating that they will not  
16 perform in accordance with any of their agreements.

17 41. Plaintiff has performed all of the obligations to defendants except those  
18 obligations plaintiffs were prevented or excused from performing. As alleged above, Galpin and  
19 Adams have breached the Road Agreement.

20 42. It is estimated that creation of the parcels and the fees associated with it will cost  
21 \$100,000 or more. Defendants Galpin's and Adams' breach of the Fee Guaranty has  
22 proximately caused injuries and damages to Plaintiff, in the amount of \$100,000 or more,  
23 according to proof.

24 WHEREFORE, Plaintiff prays for relief as set forth hereinbelow.

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1 **FIFTH CAUSE OF ACTION**  
2 **Specific Performance (Fee Guaranty)**  
3 **– Against Galpin and Adams**

4 43. Plaintiff hereby incorporates by reference Paragraphs 1 through 42 above as  
5 though fully set forth herein.

6 44. Plaintiff has no adequate remedy at law because the Fee Guaranty was a contract  
7 concerning the sale of real property, and pursuant to Civil Code section 3387 money damages are  
8 presumed inadequate for its breach.

9 45. Furthermore, the creation of the separate parcels and the value created thereby was a  
10 material inducement to North View to enter into the transaction. Plaintiff would be assured that  
11 if it provided adjacent parcels to Defendants, that the property retained by North View would  
12 have marketable value if and when Galpin and Adams performed the work and paid for the  
13 creation of the separate parcels in the subdivision. In the event, Galpin and Adams did not create  
14 separate parcels before they recorded parcel reconveyances, they violated the Subdivision Map  
15 Act.

16 46. The failure of Galpin and Adams to perform the work and pay for the creation of  
17 the separate parcels in the subdivision as they agreed will cause irreparable harm to Plaintiffs.  
18 Plaintiffs have no other affordable or equivalent options. The separate parcels must be created in  
19 order to preserve the value of the collateral and any adjacent parcels. If Galpin and Adams are  
20 not compelled to complete and pay for the creation of separate parcels as agreed, the value of the  
21 security for Plaintiffs' loan and the adjacent land will be diminished.

22 47. Money damages would be inadequate. Plaintiffs are therefore entitled to a decree,  
23 specifically ordering Galpin and Adams to create and pay for the separate parcels as set forth in  
24 the Fee Guaranty.  
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1 WHEREFORE, Plaintiff prays for relief as set forth hereinbelow.

2 **SIXTH CAUSE OF ACTION**  
3 **Declaratory Relief**  
4 **- Against YREKA HOLDINGS, II**

5 48. Plaintiff hereby incorporates by reference Paragraphs 1 through 47 above as  
6 though fully set forth herein.

7 49. An actual and present controversy exists between North View on the one hand  
8 and YREKA HOLDINGS, II, and other defendants on the other hand, with respect to the  
9 Addendum, Note 2 and the North View Trust Deed. On one hand, YREKA HOLDINGS, II and  
10 other defendants contend that it is entitled to retain all those portions of the property for which it  
11 has paid, and that those portions are not included in North View's collateral under the North  
12 View Trust Deed. On the other hand, North View contends that since Galpin, Adams and  
13 YREKA HOLDINGS, II and other defendants have failed to legally create separate the distinct  
14 parcels, that those portions of the property for which YREKA HOLDINGS, II and other  
15 defendants have paid should be included in the collateral under the North View Trust Deed.

16 50. A further actual and present controversy exists with respect to the North View  
17 Trust Deed. On the one hand, YREKA HOLDINGS, II and other defendants may contend that  
18 North View does not have a valid security interest in the collateral claimed by North View. On  
19 the other hand, North View claims that it does possess a valid security interest and collateral.

20 51. A further actual and present controversy exists with respect to the North View  
21 Trust Deed. On the one hand, YREKA HOLDINGS, II and other defendants will contend that  
22 the North View Trust Deed was a purchase money obligation and that no deficiency judgment is  
23 allowed. On the other hand, North View claims that it refinanced the transaction, which is a  
24 non-standard transaction, and that therefore North View should be entitled to a deficiency  
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1 judgment.

2 52. Plaintiff desires a judicial determination of its rights and duties under the loan  
3 documents and a judicial declaration as to: (a) what property is within North View's collateral  
4 under the North View Trust Deed; (b) whether North View holds a valid security interest under  
5 the collateral set forth in the North View Trust Deed; and (c) whether the above-referenced  
6 transactions are purchase money in nature and whether a deficiency judgment is allowed  
7 thereunder.

8  
9 53. A judicial declaration is necessary and appropriate at this time in order that North  
10 View may foreclose on its collateral in accordance with applicable law.

11 WHEREFORE, Plaintiff prays for relief as set forth hereinbelow.

12 **SEVENTH CAUSE OF ACTION**  
13 **Declaratory Relief**  
14 **– Against Galpin and Adams**

15 54. Plaintiff hereby incorporates by reference Paragraphs 1 through 53 above as  
16 though fully set forth herein.

17 55. An actual and present controversy exists between North View on the one hand  
18 and Galpin and Adams on the other hand, with respect to the Road Agreement. On one hand,  
19 Galpin and Adams contend that they are not yet required to construct the roads. On the other  
20 hand, North View contends that Galpin and Adams were to have completed the roads already,  
21 and have breached the Road Agreement by not doing so.

22 56. A further actual and present controversy exists between North View on the one  
23 hand and Galpin and Adams on the other hand, with respect to the Fee Guaranty. On the one  
24 hand, Galpin and Adams contend that they were not required to complete and pay for the  
25 creation of separate parcels. On the other hand, North View claims that Galpin and Adams  
26

1 should have already completed the creation of separate parcels and paid for all the fees  
2 associated therewith.

3 57. Plaintiff desires a judicial determination of its rights and duties under the Road  
4 Agreement and Fee Guaranty and a judicial declaration as to: (a) whether Galpin and Adams  
5 must have commenced and completed construction of the roads; and (b) whether Galpin and  
6 Adams were required to have created all the separate parcels and paid for the fees for said  
7 creation.

8 58. A judicial declaration is necessary and appropriate at this time in order that North  
9 View may determine the parties' respective rights, duties and obligations in accordance with  
10 applicable law.

11 WHEREFORE, Plaintiff prays for relief as set forth hereinbelow.

12 **EIGHTH CAUSE OF ACTION**

13 **Declaratory Relief**

14 **– Against Yreka Holdings, Galpin and Adams**

15 59. Plaintiff hereby incorporates by reference Paragraphs 1 through 58 above as  
16 though fully set forth herein.

17 60. An actual and present controversy exists between North View on the one hand  
18 and Yreka Holdings, Galpin and Adams on the other hand, with respect to the Partial  
19 Reconveyances of Units 4, 5, 7, 10 & 10B of the North View Estates Subdivision. On one hand,  
20 Yreka Holdings, Galpin and Adams contend that the Partial Reconveyances devised by the  
21 defendants and Siskiyou County Title Co. are valid and/or are entitled to some force and legal  
22 effect. On the other hand, North View contends that Partial Reconveyances devised by the  
23 defendants and Siskiyou County Title Co. violate Government Code §66499.30 of the  
24 Subdivision Map Act and are thereby void and must be set aside.  
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1 ON THE THIRD CAUSE OF ACTION:

2 1. For a decree, specifically ordering Galpin and Adams to construct and complete  
3 the roads as required under Note 1, the Addendum and Note 2;

4 2. For attorneys' fees and costs of suit herein incurred;

5 3. For such other and further relief as the Court may deem just and proper.

6 ON THE FOURTH CAUSE OF ACTION:

7 1. For compensatory, actual, general, special, incidental and consequential damages  
8 in the amount of \$100,000 or more, according to proof;

9 2. For attorneys' fees and costs of suit herein incurred;

10 3. For interest; and

11 4. For such other and further relief as the Court may deem just and proper.

12 ON THE FIFTH CAUSE OF ACTION:

13 1. For a decree, specifically ordering Galpin and Adams to create separate parcels  
14 and pay all fees associated therewith;

15 2. For attorneys' fees and costs of suit herein incurred; and

16 3. For such other and further relief as the Court may deem just and proper.

17 ON THE SIXTH CAUSE OF ACTION:

18 1. A judicial determination of the parties' rights and duties under the loan documents  
19 and a judicial declaration as to: (a) what property is within North View's collateral under the  
20 North View Trust Deed; (b) whether North View holds a valid security interest under the  
21 collateral set forth in the North View Trust Deed; and (c) whether the above-referenced  
22 transactions are purchase money in nature and whether a deficiency judgment is allowed  
23 thereunder.

24 2. For attorneys' fees and costs of suit herein incurred; and

25 3. For such other and further relief as the Court may deem just and proper.  
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1 ON THE SEVENTH CAUSE OF ACTION:

2 1. A judicial determination of the parties' rights and duties under the Road  
3 Agreement and Fee Guaranty and a judicial declaration as to: (a) whether Galpin and Adams  
4 must have commenced and completed construction of the roads; and (b) whether Galpin and  
5 Adams were required to have created all the separate parcels and paid for the fees for said  
6 creation.

7 2. For attorneys' fees and costs of suit herein incurred; and

8 3. For such other and further relief as the Court may deem just and proper.  
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10 ON THE EIGHTH CAUSE OF ACTION

11 1. A judicial determination that the Partial Reconveyances of Units Units 4, 5, 7, 10  
12 & 10B of the North View Estates Subdivision, violate the Subdivision Map Act (Government  
13 Code §66499.30) and are thereby void and must be set aside.

14 2. For attorneys' fees and costs of suit herein incurred; and

15 3. For such other and further relief as the Court may deem just and proper.  
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17 DATED: July 13, 2009

LAW OFFICES OF WALLACE C. DOOLITTLE

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19 \_\_\_\_\_  
20 Wallace C. Doolittle, Esq.  
21 James P. Downs, Esq.  
22 Attorneys for Plaintiff NORTH VIEW ESTATES,  
23 GP, a California General Partnership  
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**VERIFICATION**

**I, Richard Handley, am a general partner of plaintiff NORTH VIEW ESTATES,  
GP.**

**I have read the foregoing Supplemental Complaint and know the contents thereof.  
The matters set forth in the complaint above are true and correct of my own knowledge,  
except as to those matters that are therein stated on information and belief, and as to those  
matters, I believe them to be true.**

**I declare under penalty of perjury that the foregoing is true and correct**

**Executed in \_\_\_\_\_, California on July \_\_\_\_\_, 2009.**

\_\_\_\_\_  
**Richard Handley**