

William C. Neasham, CSB #72078
Patricia Kramer, CSB # 155484
Chad A. Viera, CSB #255801
Neasham & Kramer LLP
340 Palladio Parkway, Suite 535
Folsom, CA 95630
Tel: (916) 853-8030 / Fax (916) 853-8039
pkramer@neashamlaw.com
wneasham@neashamlaw.com

Attorneys for Plaintiff
WESTERN HILLS WATER DISTRICT

Electronically Filed
10/24/2024 12:44 PM
Superior Court of California
County of Stanislaus
Clerk of the Court
By: Alecsondra McDonald, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF STANISLAUS

WESTERN HILLS WATER DISTRICT, a
California public agency water district,

Plaintiff,

v.

WORLD International, LLC, a Delaware limited
liability company; THREE60 LLC, a Delaware
limited liability company; ANGELS CROSSING
LLC, a California limited liability company;
GUILLERMO MARRERO, CARMEN
KEARNEY aka CARMEN MILLAN
KEARNEY, DOUGLAS KEARNEY, and DOES
1-100, inclusive,

Defendants.

Case No.: CV-24-003049

**VERIFIED FIRST AMENDED COMPLAINT
FOR DECLARATORY RELIEF AND
DAMAGES; DEMAND FOR JURY TRIAL**

Plaintiff WESTERN HILLS WATER DISTRICT (hereafter referred to as "WHWD" or
"DISTRICT") files this action seeking damages and judicial declarations regarding the validity of
Agreements between Plaintiffs and Defendants, alleging as follows:

PARTIES

1. Plaintiff WESTERN HILLS WATER DISTRICT is, and was at all times herein, a public agency
water district formed and organized under the laws of the State of California pursuant to the California

1 Water Code, Division 13, §§ 34000 to 38501, entitled “California Water Districts” and is, at all times
2 herein relevant herein, acting in its official capacity as the legislative body of the District and the
3 DIABLO GRANDE CFD (hereafter “DIABLO CFD”). WHWD is located in Stanislaus County with its
4 principal office located in Patterson, California.

5 2. Defendant WORLD International, LLC (hereafter “WORLD”) is a limited liability company
6 organized under the laws of the State of Delaware conducting business in Patterson, California.
7 WORLD was and is duly registered with the California Secretary of State to do business in the state of
8 California. At all times relevant herein and except as noted, WORLD conducted its business affairs at a
9 physical office located at 9501 Morton Davis Drive, Patterson, California 95363 in the County of
10 Stanislaus.¹ At various times related hereto, an individual, Thuong Luong (“LUONG”), nominally
11 employed by GEHR Hospitality, acted as an agent and corporate representative for WORLD and
12 coordinated its business operations, particularly with regard to negotiations and preparation of the 2020
13 WORLD-ANGELS Property Sales Agreement (PSA) and the April 24, 2020 WHWD-WORLD-
14 ANGELS Assignment, Assumption and Release Agreement (AA&R Agreement) with the terms and
15 conditions described hereinbelow and related matters.

16 3. Defendant THREE60 LLC (hereafter “THREE60”) is a California limited liability company
17 organized under the laws of the State of Delaware with its principal place of business in Patterson,
18 California. At all times relevant hereto, THREE60 was the parent company and self-described “sole
19 member” of WORLD and its Managers controlled and operated WORLD. On information and belief,
20 the members and managers of THREE60 and percentage ownership interests were Linda Marcos Dayan,
21 Manager (20%), Elvira Marcos Dayan (20%), Francis Marcos Dayan (20%) and Rafael Marcos Dayan,
22 Manager (40%). For example, Linda Marcos Dayan aka Linda Marcos signed the April 24, 2020 AA&R
23 Agreement discussed below as the Manager of THREE60 LLC, the sole member of WORLD
24 INTERNATIONAL LLC.

25 4. At all times relevant hereto, Defendant THREE60 was the alter ego of WORLD. In addition,
26 and alternatively, Guillermo MARRERO acted as the alter ego of WORLD as a principal (“attorney in
27

28 ¹ After the April 2020 purported sale of WORLD assets to ANGELS, as discussed infra, WORLD CFO
C Kearney relocated the WORLD office to 9521 Morton Davis Drive, Patterson, California.

fact”) and/or in concert with the WORLD-THREE60 owners, members and managers as alleged herein. THREE60 and WORLD had a unity of management, financial interests, and ownership pertaining to DIABLO GRANDE and WHWD as well as other corporate entities related to the Diablo Grande development project.

5. The facts and conduct of the named Defendant parties herein which support the finding that WORLD and THREE60 are corporate alter egos include but are not limited to.

- (a) The treatment by an individual of the assets of the corporation as the same as demonstrated by the nominations for WORLD corporate officers and attorney to be members of the WHWD Board of Directors by Rafael Marcos Dayan and the Linda Marcos Dayan’s execution of AA&R Agreement on behalf of THREE60 as its “sole member” by WORLD;
- (b) The identification of the equitable owners thereof with the domination and control of the two entities as demonstrated by the Linda Marcos execution of AA&R Agreement o/b/o THREE60 as “sole member” by WORLD;
- (c) Identification of the directors and officers of the two entities in the responsible supervision and management as identified and demonstrated by Rafael Marcos Dayan and Linda Marcos conduct of business as “Managers” as well as the execution of AA&R Agreement o/b/o THREE60 as the “sole member” by WORLD;
- (d) Sole ownership of all of the stock in a corporation by one individual or the members of a family as alleged herein and as demonstrated by Linda Marcos execution of AA&R Agreement o/b/o THREE60 as “sole member” by WORLD;
- (e) The use of the same office or business location as demonstrated by Carmen Kearney-Millan in her multiple business roles, duties and practices in connection with her WORLD-Three60 employment;
- (f) The employment of the same employees and/or attorney as identified herein and demonstrated by the roles of the three (3) WORLD employees as WHWD Board of Directors and their continuing conduct of WORLD business affairs-all of whom are known to have held their public office under a guaranteed WORLD Hold Harmless and Indemnification Agreement insuring them against claims related to or arising out of their public offices as Directors of the WHWD;
- (g) The concealment and misrepresentation of the identity of the responsible ownership, management and financial interests, and/or concealment of personal business activities as demonstrated and alleged herein by MARRERO and C KEARNEY.

1 6. Defendant ANGELS CROSSING LLC (hereafter “ANGELS”) is a limited liability company
2 organized and registered as a “One Manager” Domestic LLC on December 10, 2019 under the laws of
3 the State of California with its principal place of business in Los Angeles, California, California. As
4 alleged for the times relevant hereto, ANGELS purportedly owned property interests and operated its
5 business as the successor-in-interest to WORLD under the April 24, 2020 AA&R Agreement for the
6 DIABLO GRANDE subdivision development project, located in Patterson, California, within the
7 WHWD jurisdictional area.

8 7. Defendant Guillermo MARRERO (“MARRERO”) is an individual, who, at times relevant
9 hereto, was a member of the WHWD Board of Directors from approximately November 11, 2008 to
10 December 2020. MARRERO acted as the President of the WHWD Board of Directors from 2009 until
11 late 2020. Thereafter, MARRERO continued to act as a WHWD Board member until his resignation on
12 or about December 1, 2020. Prior to and contemporaneously throughout his tenure as a public officer
13 Board Member and President of the Western Hills Water District, MARRERO acted as a California
14 attorney-at-law with WORLD-THREE60 as his client by and through the International Practice Group
15 (“IPG”) law firm which he solely owned.

16 8. On July 1, 2010 Rafael Marcos Dayan holding himself as the Manager of WORLD, the owner of
17 at least two-thirds (2/3rds) of the assessed valuation of the lands within the Western Hills Water District
18 (constituting 2/3rds of the vote) nominated MARRERO for President of the Board and further agreed
19 “...if (MARRERO) accepted such appointment, WORLD agrees to defend, indemnify and hold
20 harmless... (against a broad scope description of claims, losses, etc.) as a result of, arising out of or
21 relating to (his) actions, activities and resolution as President of the Board of Directors of the Western
22 Hills Water District.”

23 9. MARRERO has been and is a California licensed attorney (**Guillermo Marrero #99056**) who
24 represented WORLD through his “100% owned” law firm International Practice Group, PC (“IPG”)
25 located at 1350 Columbia Street, Suite 500, San Diego, California prior to and during his entire tenure
26 on the WHWD Board of Directors. MARRERO is also an owner of the office condominium suite REAL
27 property where the IPG law firm is located. MARRERO is sued in his individual capacity and as a
28

1 corporate attorney-agent acting pursuant to a power of attorney for WORLD and a financially interested
2 person in WORLD and THREE60 business transactions.

3 10. Defendant CARMEN KEARNEY aka CARMEN MILLAN-KEARNEY ("C KEARNEY") is an
4 individual who, at all times relevant hereto, was an employee of WORLD acting as the Chief Financial
5 Officer ("CFO") for WORLD and various other WORLD-related business entities and a member of the
6 WHWD Board of Directors until on/about December 2020. C KEARNEY resided in a residence owned
7 by WORLD located in DIABLO GRANDE and served as the WHWD's Treasurer until December 2020.
8 C KEARNEY is sued in her individual capacity and as a corporate officer representative-agent of
9 WORLD and various other WORLD-related business entities, and as a financially interested person in
10 WORLD and THREE60 business transactions. Prior to, on and about March 23, 2009, C. KEARNEY
11 took office as a WHWD Board member/Treasurer, and contemporaneously throughout her tenure as a
12 public officer Board Member and Treasurer of the Western Hills Water District, C. KEARNEY acted as
13 a financially compensated employee and the Chief Financial Officer of WORLD.

14 11. Defendant C KEARNEY was also nominated and appointed to the WHWD Board of Directors
15 by WORLD with the further understanding and agreement "...if (C KEARNEY) accepted such
16 appointment, World agrees to defend, indemnify and hold harmless you... (against a broad scope
17 description of affiliates and claims, losses, etc.) as a result of, arising out of or relating to (her) actions,
18 activities and resolution as a member of the Board of Directors of the Western Hills Water District."

19 12. Defendant DOUGLAS KEARNEY ("D. KEARNEY") is an individual who at all times relevant
20 hereto was an employee of WORLD and a member of the WHWD Board of Directors until 2020. Upon
21 information and belief, D KEARNEY was the husband of C KEARNEY during their tenure on the
22 WHWD Board of Directors. Contemporaneously with his tenure on the WHWD Board of Directors, D
23 KEARNEY served as WORLD's financially compensated, self-described "Asset Manager" and resided
24 in a residence owned by WORLD located in DIABLO GRANDE until his resignation as a Board
25 Director effective June 5, 2020. D KEARNEY is sued in his individual capacity and as a WORLD
26 corporate officer representative-agent and a financially interested person in WORLD and THREE60
27 business transactions.
28

13. On or about July 1, 2010 Defendant D. KEARNEY was also nominated and appointed to the WHWD Board of Directors by Rafael Marcos Dayan, acting in his capacity of “Manager” for WORLD with the further understanding and agreement “...if (D. KEARNEY) accepted such appointment, World agrees to save, defend, indemnify and hold harmless you ... (against a broad scope description of affiliates and claims, losses, etc.) as a result of, arising out of or relating to (his) actions, activities and resolution as a member of the Board of Directors of the Western Hills Water District.”

14. RAFAEL MARCOS is a foreign national individual who, at all times relevant hereto, owns approximately 40% and is a principal member of WORLD and THREE60.

15. LINDA MARCOS is a foreign national individual who, at all times relevant hereto, owns approximately 20% of THREE60 and is a member of WORLD and THREE60.

16. CAROLINA JUAREZ is a California licensed attorney (**Carolina Juarez #298464**) who, at all times relevant hereto, acted as an attorney for the WORLD and THREE60 business transactions through the MARRERO law firm IPG. CAROLINA JUAREZ business address is listed at International Practice Group, PC, 1350 Columbia St, Unit 500, San Diego, California 92101-3455.

17. DONALD BERNARD HALE, JR. (“HALE”) is an individual who, at all times relevant hereto, was the Chief Executive Officer and designated corporate officer and representative for ANGELS located at 3150 Wilshire Blvd., Suite 2722, Los Angeles, California 90010. Don Hale Jr. signed the April 24, 2020 AA&R Agreement discussed below as the Managing Member for ANGELS.

18. Plaintiffs are currently unaware of the true names and capacities of Does 1 through 100, inclusive, and therefore sue those parties by such fictitious names. Does 1 through 100, inclusive, are responsible in some manner for the conduct described in this complaint, or other persons or entities presently unknown to the Plaintiffs who claim some legal or equitable interest in the subject of this action. Plaintiffs will amend this complaint to show the true names and capacities of Does 1 through 100 when such names and capacities become known.

JURISDICTION / VENUE

19. The parties agreed to jurisdiction in either the Federal Courts or Courts of the State of California. This Complaint is properly filed in the Superior Court venue in Stanislaus County.

BACKGROUND FACTS

20. By its Resolution No. 97-01, the Stanislaus County Board of Supervisors approved the DIABLO GRANDE Subdivision development project as a Vesting Tentative Map on December 7, 1999. DIABLO GRANDE is located in the hills approximately 8 miles west of Interstate 5 and the City of Patterson within Stanislaus County.

21. Western Hills Water District (WHWD) was a California Water District that was formed as the water-sewer-storm drainage service provider for the DIABLO GRANDE golf resort and residential development. WHWD provides approximately 370 acre-feet per year of treated water to approximately 600 water accounts. It previously provided approximately 980 acre-feet per year of untreated water for the DIABLO GRANDE development's two golf courses.

22. WHWD's Board of Directors holds its fiduciary and legal duties to the property owners who are customers and constituents within the District and as well as a fiduciary in the administration, management, and expenditure of Community Facilities District (CFD) special tax bond revenues and funds and assets for authorized uses.

23. At the time the WHWD was formed as a public water purveyor under California water law, 100% of the land in DIABLO GRANDE was originally owned by Diablo Grande LP (Donald Panoz).

24. Throughout the planning and development inception stages of the DIABLO GRANDE project, Mello Roos bonds were issued and voted on 100% as the sole landowner/developer at the time (Diablo Grande LP/Donald Panoz) to build all of the facilities of the WHWD and manage other public areas within Diablo Grande.

25. In conjunction with the development and the need to finance new facilities and infrastructure, the WHWD issued the following bonds:

- a. Pursuant to an Official Statement dated July 26, 2001, The Western Hills Water District (the "Water District") issued \$21,000,000 Diablo Grande Community Facilities District No. 1, Special Tax Bonds Series 2001, (the "2001 Bonds"). The Bonds were issued primarily to construct and acquire certain public facilities of benefit to Diablo Grande Community Facilities District No. 1 (the "District").

1 b. Pursuant to an Official Statement dated December 13, 2002, The Western Hills Water
2 District issued \$6,650,000 Diablo Grande Community Facilities District No. 1 Special
3 Tax Bonds, Series 2002 (the “2002 Bonds”). The Bonds were issued primarily to
4 construct and acquire certain public infrastructure improvements of benefit to the District.
5 The 2002 Bonds are secured by and payable from a first pledge of “Special Tax
6 Revenues” on parity with the 2001 Bonds.

7 26. On May 13, 2003, the Board of Supervisors of the County of Stanislaus approved the
8 Subdivision Improvement Agreement *Diablo Grande Unit No. 1A Subdivision* and approved the Final
9 Map by unanimous vote. The Unit 1A subdivision created “...193 lots consisting of a variety of parcel
10 types and sizes including but not limited to: ...lots for infrastructure such as sewer treatment plant and
11 roads.”

12 27. As part of the Unit 1A subdivision map, the County required that Diablo Grande enter into a
13 Subdivision Improvement Agreement (“SIA”). The SIA provides under ¶1.1 that the subdivider was
14 required to construct and complete “Improvements” as required under the Conditions of Approval at its
15 sole costs and expense under the County’s approvals and the SIA.

16 28. “Improvements” under the SIA ¶1.2 specifically include the water system. Under the revised
17 Conditions of Approval, under ¶4(B) similarly requires the subdivider to provide “...water and
18 wastewater collections, treatment and distribution facilities...” at its sole costs and expense.

19 29. Pursuant to an Official Statement dated January 13, 2005, The Western Hills Water District
20 issued \$9,350,000 Diablo Grande Community Facilities District No. 1 Special Tax Bonds, Series 2005
21 (the “2005 Bonds”). The Bonds were issued primarily to construct and acquire certain public
22 infrastructure improvements of benefit to the DISTRICT. The 2005 Bonds are secured by and payable
23 from a first pledge of “Special Tax Revenues” on parity with the 2001 Bonds, 2002 Bonds, and 2004
24 Bonds (the 2001 Bonds, 2002 Bonds, 2004 Bonds and 2005 Bonds shall collectively be referred to as
25 the “BONDS”)

26 30. On May 9, 2006, the Board of Supervisors of the County of Stanislaus approved the *Diablo*
27 *Grande Unit No. 1B Subdivision* and approved the Final Map by unanimous vote. The Unit 1B
28 subdivision created “...63 residential lots...” and required the Subdivision Improvement Agreement for
Unit 1B.

31. The recorded Unit No. 1B Final Map lists the designation “WHWD” (Western Hills Water District) on/at its 'Legend' (See Sheet 2 of 17). On Sheet 3 of 17, three (3) lots [#316, #317, #318] are designated as “WHWD”.

32. The two lots at the top of the map are where the water treatment facilities and water storage tanks are located. The lower lot is where a sewer treatment facility tank is located along with equipment and trailers for the water district² but on the recorded maps and on the original Mello Roos documents the lot was shown as the Sewer Treatment Facility.³ None of these lots have been assessed by/through the county or concerning the bonds since 2003. All still contain WHWD facilities.

33. Developer land dedications of property for public use and facilities/public places in Diablo Grande are generally required in order to obtain project approvals. For example, the above noted SIA ¶1.2 specifically includes the water system and under the revised Conditions of Approval; under ¶4(B) the Diablo Grande was required to provide “...water and wastewater collections, treatment and distribution facilities...” However, the title to these three (3) lots was not transferred or changed into the name of WHWD when the map was recorded at the county. It is unclear why these parcels were not timely designated as in WHWD public ownership by the County. As discussed below, this has had a significant adverse financial impact on the later transfer of title ownership for these parcels to the District.

Transaction #1: Diablo Grande March 2008 Bankruptcy and Acquisition by WORLD International LLC

34. Diablo Grande LP filed a Petition for Chapter 11 Bankruptcy on March 10, 2008, due to severe negative impacts by the downturn within the real estate industry.⁴ [The case was filed in United States

² This parcel remains held in name of ANGELS Crossing LLC.

³ The “Pump Station” parcel (aka Lift Station #4) was part of a larger parcel, but the pump station has been there since the project's inception of the WHWD and has always been in continuous operation and use by WHWD.

⁴ The Final Order closing the case was issued by the United States Bankruptcy Court on July 2, 2011 “...with the Court retaining jurisdiction pursuant to the Bankruptcy Code, including jurisdiction over any matter related to the implementation of the Plan.” The Order required WORLD as the developer to undertake and perform the DG’s former obligations.

District Court for Eastern District of California: In re Diablo Grande Limited Partnership, Debtor Case No 08-90365].

35. On March 31, 2008, Diablo Grande filed its Statement of Financial Affairs (Doc 72 aka SOFA). Schedule SOFA Item No. 14 provides **“14. Property Held for Another Person”** The relevant parcels are described as property owned by or for another person –namely, the Western Hills Water District - that the debtor holds or controls. Specifically, APN #025-039-002 is described as the site of the water treatment plant; APN #025-023-002 is the site of the water tank and the well, water pumps, and water rights on the Marshall Davis property (APN #027-001-025) which are/were the transmission line to Pump Station #1.

36. On March 31, 2008, Diablo Grande filed its bankruptcy petition Statement of Schedules. Specifically, Schedule G lists all executory contracts of any nature and all unexpired leases of real or personal property. Western Hills Water District is listed as a party to the “Master Agreement to Provide Water, Sewer and Storm Drainage Services (WHWD/DG)” (hereafter “MASTER AGREEMENT”) and an “Agreement for the Construction and Dedication of Water Treatment and Delivery Facilities and to Advance Funds for the Acquisition of Off-Site Water Supplies (WHWD/DG). The MASTER AGREEMENT set forth the terms and conditions of the Diablo Grande Master Development Agreement between WHWD and Diablo Grande LP and was subsequently incorporated in an ADDENDUM in May 2009. **(A true and correct copy of the MASTER AGREEMENT and ADDENDUM [hereafter the “ADDENDUM”] is appended hereto as Attachment “1” and incorporated by reference.)**

37. On September 16, 2008, the Bankruptcy Court issued its Order authorizing and approving the sale of assets by the Debtor Diablo Grande LP to WORLD. This Order provided that Diablo Grande LP sell substantially all its assets and assign various executory contracts and leases to WORLD International LLC. The sale to WORLD International LLC closed on/about October 7, 2008.⁵

⁵ See In re Diablo Grande Limited Partnership, a California Limited Partnership, Debtor, Case No. 08-90365 Chapter 11, U.S. Bankruptcy Court, Eastern District of California, Modesto Division. On October 2, 2008, a subsequent order of the Bankruptcy Court was issued authorizing the Debtor to amend and modify its Asset Purchase Agreement with WORLD International LLC which provided for the Debtor to execute and record a deed conveying to the District the groundwater delivery system and a 153-acre parcel known as the “Marshall Davis parcel” which inadvertently had not been included in the initial sale plan.

1 Defendant MARRERO acted as the alter ego of WORLD-THREE60 and executed the Agreement as
2 Attorney-in-Fact for WORLD.

3 38. Under the terms the sale WORLD agreed to assume DG's obligations to subsidize WHWD
4 revenue shortfalls until the project development completion.

5 39. On/about October 27, 2008, the attorneys for Diablo Grande LP filed a Notice of Closing of
6 Sale to WORLD International LLC and Effectiveness of Settlement Agreement and Mutual Releases.

7
8 **Transaction #2: Background of the WHWD Purchase-Sale of Properties from**
9 **WORLD International LLC.**

10 40. After the October 2008 bankruptcy sale until November 2020, WORLD's attorney
11 (MARRERO), its officers (C. KEARNEY) and other employees (D. KEARNEY) were appointed and
12 thereafter exercised and held control of the District's business affairs and decisions through a majority
13 vote on the Western Hills Water District Board of Directors at any given time.

14 41. On June 30, 2016, David Romano, an individual who was previously employed by Diablo
15 Grande LP and after the 2008 purchase was retained by WORLD as a "development consultant",
16 submitted a Memorandum to the Board of Directors proposing to expand the WHWD Water Treatment
17 Facility in order to meet anticipated subdivision growth. The Romano Memorandum stated the need to
18 acquire the subject parcels was "immediate"; however, the actual basis for the "immediate need" of
19 acquiring the properties is not addressed or explained in the memorandum.

20 42. On/about July 13, 2016, the WHWD Board of Directors passed a Resolution authorizing the
21 purchase of parcels APN#s 025-039-002 and portions of 025-039-012, 025-047-001 from WORLD
22 International in the amount of \$530,000.00 at the valuation set by a Seevers, Jordan & Ziegenmeyer
23 appraisal. The three parcels proposed for sale were the same three parcels that were designated to be
24 transferred to WHWD required by the Bankruptcy Settlement Agreement and Order. No pre-appraisal,
25 pre-purchase and sale agreement Preliminary Title Reports are available which would have disclosed the
26 title ownership at the time of the inspections, nor are any written instructions that were given to the
27
28

1 appraiser. On information and belief, there was no analysis which discussed the earlier map dedication
2 and designation of the parcels as public WHWD properties⁶.

3 43. The July 16, 2016 authorizing resolution further stated that the Board of Directors viewed the
4 acquisitions as “in the best interest of the district” and stated a rationale it was necessary to
5 acquire/purchase from WORLD International by purchase-sale agreement “rather than to condemn the
6 real property by eminent domain”. At the time of the authorizing resolution approval vote, the members
7 of the Board consisted of a majority of WORLD International LLC or its predecessor-in-interest Diablo
8 Grande LP’s former employees or affiliates. There was no proposed or threatened condemnation action.
9 Other means (as opposed to an eminent domain action) of changing the title to the WHWD included a
10 petition for re-zone by the County Board of Supervisors or quiet title action, or an appropriate re-
11 evaluation of the historic and intended long-existing use of District facilities.

12 44. On August 10, 2016, the WHWD Board of Directors passed another Resolution authorizing the
13 purchase of parcel APN#s 025-023-002 and portions of 025-039-012, 025-047-001 from WORLD
14 International in the amount of \$250,000.00 at the valuation also set by a Seevers, Jordan & Ziegenmeyer
15 appraisal.

16 45. WHWD paid WORLD International LLC a total \$783,393.25 to acquire these parcels despite a
17 history of being encumbered with WHWD facilities (or held as immediately adjacent vacant land to the
18 facilities) for more than 15 years and a contractual obligation and requirement for the properties to be
19 transferred to WHWD.

20 46. The sales prices were based upon “hypothetical assumption” appraisals using comparable sales
21 and valuation data for single family residential properties located mainly outside the District boundaries.
22 The \$783,393.25 paid to purchase the three parcels that had been dedicated to WHWD in 2003 and
23
24

25 ⁶ These properties were not appraised as having a “highest and best use” as public utility facilities.
26 Instead, the appraisal report is premised upon a hypothetical appraisal analysis of the “highest and best
27 use” as “Single-Family (custom/estate) residential development” ignoring (a) any real costs factors of
28 demolition and (b) the long-term improvement had existed for over fifteen (15) years of use (as opposed
to its existing “public/quasi-public use” as of the valuation date).

1 should have been transferred from WORLD to WHWD after the Bankruptcy ordered were paid by
2 WHWD funds from the refinanced/refunded CFD Mello Roos bonds proceeds (2014-2015).

3 47. In these two transactions, WORLD received public funds from WHWD to purchase property
4 (for which title should have already been transferred to the WHWD) based upon highly inflated
5 appraisal values premised upon hypothetical artificial valuations of highest and best use-contrary to
6 reality.⁷

7 48. The last regular full Community Facilities District Mello Roos payment by WHWD to DIABLO
8 CFD bond holders in the amount of \$3,124,280 was made on/about August 15, 2017. Thereafter
9 WORLD stopped paying the CFD Mello Roos special taxes for the properties owned by WORLD.

10 **Transaction #3: Retention of And Payments to the Lavelle Law Group for Delinquent**
11 **Special Tax Foreclosure Legal Services**

12 49. On/about January 22, 2018, C. KEARNEY and MARRERO directed District Counsel David
13 Hobbs to forward a list of delinquent special tax accounts to be considered for foreclosure action to
14 MARRERO. On March 6, 2018, the Lavelle Law Group submitted a letter proposal for foreclosure legal
15 services for CFD defaulted special property taxes addressed to MARRERO as the WHWD Board
16 President. No specifics of compensation or terms of retention were contained in the proposal.

17 50. On/about May 17, 2018, WHWD Board Directors MARRERO, C. KEARNEY, D. Kearney and
18 IVY voted unanimously to approve Item 5(a) for a legal services agreement with the Lavelle Law Group
19 (LLG), for the collection of delinquent Mello Roos Special Taxes and Direction to Director C
20 KEARNEY for oversight and control of litigation budget matters. No specifics of compensation or terms
21 of retention were contained in the proposal.

22 51. At all times relevant herein, the Lavelle Law Group ("LLG") was a California law firm whose
23 business address was co-located with the MARRERO's IPG law firm at located at 1350 Columbia
24 Street, Suite 500, San Diego, California. On information and belief, MARRERO held a property interest

25 _____
26 ⁷ While authorized expenditures of the CFD Special Tax Funds included purposes and uses for
27 construction of facilities, under the SIA with the County and the assumption of executory contracts
28 under the SIA terms and conditions of approval, it was WORLD's contractual duty to provide the
facilities at its sole cost and expense rather than the WHWD using these funds to finance and reimburse
WORLD its developer obligations from CFD Special Tax funds.

1 in excess of \$2500.00 in the 1350 Columbia property at the time LLG was retained by the District Board
2 of Directors action.

3 52. On July 31, 2018, LLG submitted a detail of its retention fee: Two Phase Litigation Budget-
4 Phase 1 (pre-litigation through Demand at "Fixed Attorney Price \$750 per parcel with Cost pass
5 through); Phase 2 Litigation (attorney hourly rate fees plus costs-Lavelle @ \$450/hr.) under an
6 "auto-signature" document by Joseph Lavelle. On October 15, 2018, MARRERO signed the LLG
7 proposal as the WHWD Board President. MARRERO did not disclose his financial interest(s) in
8 ownership of the office suite real property when he solicited, approved and/or executed the Legal
9 Services Agreement to retain LLG. Nor did MARRERO disclose to WHWD that his law firm
10 represented (or continued to represent) WORLD and shared office space with LLG. Nor did Board
11 member/Treasurer C Kearney disclose her role as the Chief Financial Officer involving WORLD-owned
12 then tax delinquent properties or her financial interest and compensation in living in a WORLD-owned
13 residence.

14 53. LLG was subsequently paid in excess of \$169,000 in fees and costs for "pre-litigations" legal
15 services pertaining to the collection of delinquent Mello Roos taxes on parcels which included those
16 owned by WORLD. Between May 2018 and April 2019, LLG did not initiate any formal legal
17 foreclosure actions pertaining to collection of the delinquent Mello Roos taxes.

18 54. On/about April 15, 2019, attorney Lavelle of LLG granted an open-ended deferment of tax
19 foreclosure efforts to WORLD's (Sacramento) Weintraub attorney Ellinghouse's request to defer any
20 foreclosure actions or otherwise enforce any claimed obligations which were due and owing under the
21 Mello-Roos bonds against certain real property owned by WORLD in Stanislaus County. The purported
22 basis for the extension was to allow for a purchase-sale agreement with a 3rd party business entity. No
23 formal WHWD Board action was publicly taken to authorize attorney Lavelle granting this extended
24 deferment.

25 55. On/about May 1, 2019, WORLD unilaterally and without compliance stopped its subsidy loan
26 payment to WHWD for operational expenses required under the ADDENDUM in the amount of
27 \$52,000.00.
28

1 56. On May 21, 2019, Weintraub attorney Ellinghouse on behalf of WORLD provided a redacted
2 Letter of Intent (“LOI”) for a potential purchaser of WORLD properties.

3 57. Unbeknownst to the public and non-WORLD affiliated WHWD Board of Directors, as early as
4 November 2016 and prior to the 2017-2019 defaults by WORLD, MARRERO, WORLD and THREE60
5 principals and consultants considered, discussed and developed a scheme whereby the WORLD-
6 THREE60 corporate interests could/would transfer properties and liabilities to one or more newly
7 formed corporation(s) (“NEWCO”) in order to terminate WORLD’s financial obligations to WHWD.

8 58. The scheme also contemplated property transfer and lot line adjustments to accomplish
9 WORLD retaining thousands of acres outside the District Boundaries and that once the liabilities were
10 transferred to NEWCO, the new corporation would default on its debts and tax/special tax obligations-
11 and/or file bankruptcy to avoid payment of these debts. MARRERO engaged in consideration and
12 implementation of this scheme whose purpose was to frustrate and avoid WORLD’s financial
13 obligations to the District and CFD while he was serving as a President/Director for WHWD.

14 59. On/about December 10, 2019, Defendant ANGELS filed articles of incorporation with a
15 business address located at 1077 W. 7th Street, 33d Floor in Los Angeles, California, designating Don B.
16 HALE, Jr. as its agent for service of process.

17 60. On November 15, 2019, the LLG law firm (“LLG”) submitted an additional legal services
18 invoice to WHWD under the so-called Phase 1 Litigation Budget with the informational comment that
19 LLG anticipated WORLD would not pay the total amount of outstanding taxes and that WHWD would
20 be filing lawsuits against WORLD by the end of the year (2019).

21 61. Due to the April 15, 2019 LLG open extension and agreement to defer foreclosure actions up
22 to April 24, 2020 (a period of more than 1 year), neither the WHWD nor LLG obtained or recovered
23 any Mello Roos fees from WORLD and no foreclosure enforcement actions were filed against
24 WORLD-owned Special Tax defaulted properties under the LLG tenure as foreclosure legal counsel
25 for the District.

26 62. By December 16, 2019, LLG had been paid in excess of \$169,000 in fees and costs for its
27 legal services from public WHWD funds pertaining to the collection of delinquent Mello Roos taxes
28

1 on parcels which included those owned by WORLD. In fact, no foreclosure lawsuits were ever filed
2 by LLG.

3
4 **Transaction #4: The WORLD-ANGELS Crossing Purchase Sale Agreement and**
5 **the WHWD-WORLD-ANGELS Crossing Assignment, Assumption**
6 **and Release Agreement April 24, 2020 (AA&R Agreement)**

7 63. The timing sequence of events was Lavelle granted to WORLD's attorney Weintraub
8 Ellinghouse the open-ended deferment in the foreclosure enforcement proceedings on April 15, 2019.
9 On/about May 21, 2019, Weintraub forwarded the redacted Letter of Intent (LOI) as a purported basis
10 of potential buyer. ANGELS was organized and registered with Sec State as a domestic LLC on
11 December 10, 2019. In/about December 2019, WORLD advised WHWD that it had a prospective
12 buyer that would purchase the DIABLO GRANDE project and fully assume WORLD's obligations
13 under the AMENDED MASTER AGREEMENT.

14 64. In early 2020 and thereafter, WORLD representatives engaged in negotiations of the proposed
15 the terms for a sale of its assets and assignment/assumption of its delinquent obligations to the newly
16 formed and incorporated ANGELS.

17 65. On information and belief, ANGELS was the NEWCO or a modified derivation of the
18 NEWCO scheme contemplated by WORLD and THREE60 as the vehicle WORLD would use to
19 discharge its contractual obligations to WHWD.

20 66. On information and belief, MARRERO, JUAREZ and LUONG in coordination, direction and
21 approval of WORLD and THREE60, developed, negotiated, and prepared a purchase-sale agreement
22 between WORLD and ANGELS.

23 67. The WORLD-ANGELS purchase-sale agreement (PSA) required as a **condition precedent** the
24 approval by the WHWD of an Assignment, Assumption & Release Agreement. The terms and
25 conditions of the underlying WORLD-ANGELS Purchase Sale Agreement ("PSA") were never fully
26 disclosed to the WHWD. MARRERO influenced and participated in the discussion and drafting of the
27 PSA despite his position as a President/Board Member of the WHWD.

1 68. Thereafter, MARRERO, JUAREZ and LUONG in coordination, direction and approval of
2 WORLD and THREE60, developed, negotiated, prepared and submitted to the WHWD various drafts
3 of an AA&R. The terms of a proposed Assignment, Assumption & Release Agreement (hereafter
4 AA&R Agreement) provided that ANGELS would assume ownership of WORLD's parcels within
5 the Diablo Grande project boundaries, accept by assignment WORLD's obligations to pay all
6 arrearages, honor and abide by the terms and conditions of the AMENDED MASTER
7 AGREEMENT between WORLD and WHWD, and subsidize the District for revenue shortfalls until
8 the project development completion. There were three (3) parties to the AA&R Agreement: WHWD,
9 WORLD and ANGELS.

10 69. It was publicly known that MARRERO has been WORLD's attorney prior to his WHWD
11 Board membership and that he owned an International Practice Law Group (IPG) law firm in San
12 Diego. However, despite serving as a Board member with the statutory disclosure and fiduciary
13 obligations as a District Director to the WHWD residents and District constituents/rate payers,
14 MARRERO failed to fully disclose with particularity and memorialize as required by law to WHWD
15 or the public the specific basis of his conflicts of interests, including but not limited to the fact that
16 while he was a WHWD Board Member, he and his IPG associate attorney JUAREZ (as legal counsel)
17 and LUONG (corporate agent and representative) for WORLD and THREE60) were directly
18 involved in the preparation, negotiation and drafting of the WORLD-ANGELS PSA and the
19 WORLD-ANGELS-WHWD AA&R Agreement on behalf of WORLD.

20 70. MARRERO also failed to fully disclose that he had a conflict of interest because he and his
21 IPG law firm directly received compensation as the attorneys and corporate representatives for
22 WORLD while he was a member of WHWD's Board of Directors. While MARRERO's Form 700s
23 stated his IPG ownership and income, MARRERO used the IPG to mask his on-going relationship
24 and income as WORLD's attorney.

25 71. MARRERO billed WORLD-THREE60 by submitting an IPG invoice to Thuong Luong-who
26 in turn billed those invoices to THREE60 for payment. These invoices were for payment for
27 MARRERO's attendance at board meetings as well as for the preparation and drafting of the
28 Purchase-Sale Agreement between WORLD and ANGELS and the AA&R AGREEMENT while he

1 was a member of WHWD's Board of Directors. From at least 2019 through 2020 MARRERO was
2 submitting and receiving a monthly flat fee from WORLD to IPG for MARRERO's continuing legal
3 work for WORLD related to the Diablo Grande development project which exceeded \$5,000 per
4 month.

5 72. On information and belief, MARRERO was also paid additional amounts from WORLD
6 ranging between \$5,000 and \$12,000 per month for IPG work pertaining to the negotiation, drafting
7 and revision of terms of the AA&R Agreement.

8 73. On information and belief, unbeknownst to the public and/or non-WORLD affiliated WHWD
9 members, between August 2019 and April 2020, MARRERO and his IPG associate attorney JUAREZ
10 continued to communicate regularly with C. KEARNEY AND WORLD representatives, R Marcos
11 and Linda Marcos (THREE60 principals) regarding the Purchase/Sale Agreement and AA&R
12 Agreement. MARRERO through IPG was compensated as the attorney for WORLD for those
13 discussions and legal services.

14 74. MARRERO's discussions with WORLD and THREE60 specifically related to preparation of
15 WORLD resolutions regarding the sale of property and transfer of WORLD's debts. MARRERO,
16 JUAREZ, and LOUNG negotiated and drafted both the Purchase Sale Agreement between WORLD
17 and ANGELS, and the AA&R Agreement ultimately brought before the Board for approval action on
18 April 24, 2020.

19 75. In March 2020, MARRERO and JUAREZ communicated with WHWD's attorney David
20 Hobbs to have the AA&R Agreement agendized for recommended Board approval of the assignment
21 of the ADDENDUM and Master Agreement to ANGELS, which provided for ANGELS's assumption
22 and payment of all the WORLD obligations and debts, and the total release of WORLD from its
23 obligations and debts to the WHWD. As noted, the AA&R Agreement contained a condition
24 precedent to the WORLD-ANGELS PSA, specifically that the WHWD Board must approve the
25 assignment and release in writing. The Agreement also included specific indemnification and release
26 provisions favoring WORLD, MARRERO, C KEARNEY and D KEARNEY.

27 76. Prior to and at the time WHWD was considering approval of the AA&R Agreement, there was
28 no legal necessity for WHWD to approve that agreement.

1 77. Given there was no legal necessity for approval of the AA&R Agreement, there was no reason
2 or basis to invoke and utilize the extraordinary remedy of having a conflicted WHWD Board member
3 brought back to form a quorum and/or vote. Thus, the AA&R Agreement should never even have been
4 agendized for Board consideration or approval.

5 78. There was no legal necessity for the AA&R Agreement because the WHWD had significant
6 other legal remedies which nullified any claim of legal necessity for consideration or approval of the
7 AA&R Agreement, viz: (1) WHWD could have filed a lawsuit to for declaratory relief, damages and/or
8 for quiet title to enforce payment of WORLD's obligations by way of breach of contract and other
9 related claims, (2) four months earlier the WHWD had spent more than \$169,00.00 in legal fees and
10 expenses to foreclose upon the very Special Tax defaulted parcels and pursue the foreclosure actions (it
11 had already paid significant sums to achieve), and (3) other legal remedies for debt obligation
12 enforcement under the California Water Code provisions.

13 79. On/about April 24, 2020, based on the representations of MARRERO, C. KEARNEY, and D.
14 KEARNEY stated publicly and as the Board, there was nothing it could do to prevent WORLD from
15 filing Bankruptcy. This was only partially true (WORLD could file a bankruptcy petition) and
16 significantly false (there was much the WHWD could do in adverse response to a WORLD bankruptcy
17 petition). WHWD would have had seniority as a secured creditor in a Bankruptcy action. On that basis
18 WHWD could have challenged and opposed the discharge of WORLD's obligations and the District
19 could have filed claim for interests in the WORLD-owned assets and its other properties located in and
20 outside the District.

21 80. Prior to WHWD action on April 24, 2020 THUONG LUONG delivered to the District Board
22 prior to its consideration of the AA&R Agreement an April 24, 2020 letter with the intent and purpose
23 of inducing the Board and persuading the public for approval of the AA&R Agreement. This ANGELS
24 presentation was deceitful and illusory in its statement "...to express our full intent to remedy any and
25 all outstanding liabilities assumed by our group from the previous ownership structure..."
26 Notwithstanding the foregoing circumstances, the WHWD Board relied upon such letter and while
27 voting with a conflicted member C. KEARNEY approved the AA&R Agreement. The contract
28 "Effective Date" was April 30, 2024.

1 81. LUONG was compensated for her GEHR services as a surrogate WORLD representative in the
2 WORLD-ANGELS CROSSING AGREEMENTS on behalf of WORLD by WORLD-THREE60.
3 MARRERO executed the AA&R Agreement on behalf of WHWD. (A true and correct copy of the
4 AA&R AGREEMENT purported with an Effective Date of April 30, 2020 is attached hereto as
5 Attachment “2” and incorporated by reference.)⁸

6 82. Following WHWD approval of the Agreement in reliance upon the ANGELS April 24, 2020
7 letter described “next steps” to “begin settling past financial liabilities within the first thirty days”,
8 ANGELS has never paid any money or any other compensation to the District and completely defaulted
9 by its non-performance on the so-called assigned and assumed WORLD financial debt and obligations.

10 83. On/about October 6, 2023, WHWD declared ANGELS to be in default of the AA&R
11 Agreement for its failure to make any payments due under the AA&R Agreement and for failure to
12 make payments of its obligations under the Master Agreement.

13 84. On information and belief, following its last payment in May 2019 and after the defaults on
14 unpaid debt obligations, Mello Roos special taxes and property taxes prior to the transfer to ANGELS
15 Crossing, WORLD subdivided and adjusted lot lines to retain property outside the PDP but within the
16 WHWD District boundaries.

17 85. Under the terms and conditions of the (void and fraudulently obtained) 2020 AA&R Agreement,
18 ANGELS Crossing accrued over \$17M (millions) in past Mello Roos taxes, approximately \$2M in past
19 County property taxes, and several hundred thousand in past water charges.⁹ Arrearages for all Mello
20 Roos not including Penalties, Fees, and Attorney fees is currently \$22,309,878.00.

21
22
23 ⁸ Given the acknowledged albeit non-specific oral conflicts of interest of three of the WHWD Board
24 members involved, the actual voting process on approving the Assignment, Assumption & Release
25 agreement occurred when the WHWD Chairman MARRERO, directed that the Board members “draw
26 straws” to eliminate 2 of the conflicted members of the Board in order to provide a quorum and so that
27 an action could be taken. This was a sham, phony and fraudulent effort re compliance with Government
28 Code §1090 and regulatory statutes.

⁹For example, (as of the date of this First Amended Complaint) currently the District’s on-going (unpaid
and additional amounts accruing monthly) operational expenses and obligations to Kern County Water
Agency is \$9.9M and to the City of Patterson \$3.1M; during the post-2020 AA&R \$399,549 in past due
water charges accrued; additionally, WORLD’s delinquent balance prior to the 2020 AA&R \$515,601
(Water Charges total are \$915,150).

1 86. On/about August 3, 2023, ANGELS filed for bankruptcy in the US District Court, Eastern
2 District of California (In re ANGELS Crossing LLC, USBC Eastern District Case No. 25-22593). In the
3 voluntary Chapter 11 petition filed and made under the penalty of perjury by Brad Durga, as ANGELS'
4 authorized representative and Manager, WHWD learned for the first time that ANGELS identified and
5 claimed sixteen (16) debts it sought to discharge by its Petition, including but not limited to debts owed
6 to GEHR Hospitality in the amount of \$302,327.13, to IPG in the amount of \$165,085.02 as well as
7 several millions of dollars owed to the WHWD.

8 87. After receipt of the ANGELS Chapter 11 Petition (which was ultimately dismissed by Court
9 Order), WHWD completed the foreclosure process against ANGELS-owned properties.

10 88. The WHWD ultimately foreclosed upon former WORLD-ANGELS tax defaulted parcels in
11 January 2023. While in the process of securing the foreclosed properties, WHWD learned for the first
12 time from abandoned documents that even though MARRERO had declared a conflict of interest to the
13 Board on April 24, 2020 and did not vote on the approval of the AA&R Agreement (discussed below),
14 he had however concealed his true financial interests, participation and compensation by WORLD
15 regarding his legal services under the IPG corporation, all while continuing to being involved with
16 internal processing prior to and after WHWD adoption and approval of the AA&R Agreement.

17 89. Due to the failure of WORLD-THREE60 and ANGELS to pay the on-going debt obligations to
18 the WHWD, the District became and has been alleged to be indebted to Kern Water Authority \$7.6M+
19 and the City of Patterson \$2.5M+ for non-payment of water and sewer charges. Litigation has recently
20 commenced in Superior Court between the two agencies involved over these issues. The failure of
21 WORLD and ANGELS to pay these and other outstanding indebtedness placed WHWD in dire financial
22 distress and negatively impacted the WHWD's ability to properly provide and deliver safe drinking
23 water to the entire community at significant risk.

24 90. WORLD was the previous nominal owner-successor of Diablo Grande Phase 1. On information
25 and belief, WORLD currently owns phases 2 through 5 of Diablo Grande.

1 91. Under the WORLD-ANGELS PSA and the AA&R Agreement, Phase 1 of Diablo Grande was
2 transferred to ANGELS Crossing for only \$100,000. In turn, based upon recorded deeds, ANGELS only
3 paid \$110 in transfer tax to the County for property worth tens of millions of dollars less liens and
4 encumbrances.

5 92. The WORLD-ANGELS PSA and the subsequent AA&R Agreement were sham transactions
6 whose true purpose was to obviate and relieve WORLD-THREE60 of their debt and other financial
7 obligations to the WHWD and DIABLO CFD in the 'NEWCO' scheme identified herein. As discussed
8 below, the WORLD-ANGELS PSA and the subsequent AA&R Agreement were obtained in violation of
9 law and by means of fraud and deceit.

10 93. An actual controversy exists pertaining to Plaintiff's arbitration clause making judicial
11 intervention necessary.

12 **FIRST CAUSE OF ACTION**

13 **(Declaratory Relief – Finding that the May 2009 ADDENDUM to the Master Agreement to**
14 **Provide Water, Sewer and Strom Drainage between WHWD and WORLD is VOID due to**
15 **prohibited unlawful conduct in violation of Government Code §§ 1090 et seq. re Conflicts of**
16 **Interests and related regulatory statutes)**
17 **[WHWD v. WORLD, THREE60 And All Defendants]**

18 94. Plaintiff incorporates by reference each and every allegation and Attachments in the preceding
19 paragraphs.

20 95. Under the terms the Court approved sale, WORLD agreed to assume DG's obligations to
21 subsidize WHWD revenue shortfalls until the project development completion. See Request for Judicial
22 Notice filed in the instant case on September 26, 2024.

23 96. On or about May 14, 2009 an ADDENDUM to the Master Agreement to Provide Water, Sewer,
24 and Storm Drainage services was purportedly approved by and between the WHWD and WORLD
25 which substantially changed and altered the obligations of WORLD under the Court and County
26 approved Master Agreement. This occurred while and after MARRERO, C. Kearney were and acted as
27 members of the WHWD Board of Directors. See Request for Judicial Notice, Items #4, #5, #6 AND #7
28 filed in the instant case on September 26, 2024.

1 97. It is axiomatic under California law that agreements made in violation of Government Code
2 §1090 Conflict of Interest are void ab initio. California Government Code §§ 1090 states,

3 “(a) Members of the Legislature, state, county, district, judicial district, and city officers or
4 employees shall not be financially interested in any contract made by them in their official capacity, or
5 by anybody or board of which they are members...”

6 98. MARRERO signed the ADDENDUM on behalf of the WHWD and his client WORLD and the
7 ADDENDUM was executed by Rafael Marco Dayan, WORLD’s Manager while MARRERO was also
8 serving as WORLD’s attorney.

9 99. After diligent search, no WHWD Board Minutes or Resolution Approving the ADDENDUM
10 have been located to date. MARRERO’s signature indicates the ADDENDUM was unlawfully approved
11 by a majority of the WHWD Board of Directors, and that MARRERO and C. KEARNEY prepared,
12 participated and voted making the decision of WHWD approving to the ADDEDDUM in violation of
13 Government Code §§ 1090 et seq. re Conflicts of Interests and related regulatory statutes.

14 100. The ADDENDUM made substantive fundamental, structural changes and revisions to the
15 Master Agreement which was ordered and assumed by WORLD under the Order Approving Sale in the
16 Diablo Grande bankruptcy. The ADDENDEUM purports to modify Section 7 of the Master Agreement.
17 These new changes include, inter alia, (a) requiring a specific approval conditioned upon WORLD’s
18 approval of an WHWD annual operating budget, (b) providing for WORLD’s election to cease funding
19 of WHWD operational expenses, and (c) imposing a new Arbitration Disputes Resolution Procedure-all
20 of which were favorable to WORLD and burdensome to the WHWD. None of the changes and new
21 conditions under the ADDENDUM were required or contemplated under the Master Agreement. To the
22 contrary, the underlying Master Agreement in Section 8, Miscellaneous Provisions provides

23 “...The invalidity of unenforceability of any provision of this Agreement, as determined by a court
24 of competent jurisdiction, ...” which is contrary to WORLD imposed arbitration provisions under the
25 ADDENDUM.

26 101. The ADDENDUM is an illusory non-agreement between WHWD and WORLD and was
27 obtained and approved in violation of California Government Code §1090 Conflicts of Interest. As such,
28 the ADDENDUM is void as a matter of law in California.

SECOND CAUSE OF ACTION

(Declaratory Relief Against All Defendants– Finding that the April 2020 AA&R Agreement between WHWD and WORLD is VOID due to prohibited unlawful conduct in violation of Government Code §§ 1090 et seq. re Conflicts of Interests and related regulatory statutes) [WHWD v. WORLD, THREE60, ANGELS CROSSING and All Defendants]

102. Plaintiff incorporates by reference each and every allegation and Attachments in the preceding paragraphs.

103. Plaintiff also has claims against WORLD and ANGELS CROSSING for damages for breach of contract as well as torts including fraud and civil conspiracy to commit fraud.

104. WHWD, WORLD and ANGELS entered into the AA&R AGREEMENT on/about April 24, 2020 (**Attachment “2”**).

105. The AA&R AGREEMENT purports to limit the damages Plaintiffs may claim and prohibits making claims against the Defendants or their representatives under any circumstances. The AA&R AGREEMENT also contains purported terms holding MARRERO, C. KEARNEY and D. KEARNY harmless for any damages in connection with the AA&R AGREEMENT.

106. A dispute has arisen regarding the validity of the AA&R AGREEMENT; specifically, as to whether or not the AA&R Agreement is void ab initio due to prohibited unlawful conduct in violation of Government Code §§ 1090 et seq. re Conflicts of Interests and related regulatory statutes.

107. California law holds that agreements made in violation of Government Code §1090 Conflicts of Interests are void ab initio. California Government Code §§ 1090 states “(a) Members of the Legislature, state, county, district, judicial district, and city officers or employees shall not be financially interested in any contract made by them in their official capacity, or by anybody or board of which they are members...”

108. Defendants, and specifically MARRERO by and through his IPG law firm, together with and through his subordinate associated attorney JUAREZ and others, influenced, participated and caused the preparation, negotiation and agendizing of the AA&R Agreement for WHWD Board of Directors for approval on April 24, 2020. MARRERO, C. KEARNEY and the other WORLD surrogates were compensated by WORLD for their involvement, services rendered and manipulation of the WHWD

1 approval of the April 2020 AA&R Agreement-all the while acting as the attorney for WORLD-
2 THREE60 and its Chief Financial Officer.

3 109. California has a substantial interest in the AA&R AGREEMENT, including the legality of the
4 AGREEMENT, because MARRERO was financially interested in the contract negotiated, drafted and
5 executed in his official capacity on behalf of WHWD while serving the Board's President in violation of
6 Government Code §1090.

7 110. A contract that violates Government Code §1090 is void. (*Thomson v. Call* (1985) 38 Cal. 3d
8 633, 648.)

9 111. The April 2020 AA&R Agreement is void on additional other facts and grounds and
10 circumstances: On/about November 8, 2023, WHWD adopted Resolution No. 2023-09 finding upon the
11 District's discovery in August 2023 that its former director and Board President MARRERO had an
12 undisclosed financial conflict of interest due to ANGELS' previously unknown agreement to pay
13 MARRERO's law firm IPG legal fees related to the DIABLO GRANDE project in the amount of
14 \$165,085.02. WHWD entered a finding that the AA&R AGREEMENT was void as a contract violating
15 Government Code §1090. **(A true and correct copy of Resolution No. 2023-09 together with**
16 **correspondence dated November 16, 2023 is appended as Attachment 3 hereto.)**

17 112. WORLD and ANGELS were each served with a copy of Resolution No. 2023-09 and letter
18 declaring WORLD in breach of the assumed obligations if past due amounts were not paid by December
19 20, 2023.

20 113. A judicial declaration pursuant to Cal. Civ. Proc. Code §1060 is necessary and appropriate at
21 this time to determine whether the April 2020 AA&R AGREEMENT was obtained in violation of
22 Government Code §§ 1090 et seq. and related regulatory statutes and is void as a matter of law.

23 WHEREFOR, Plaintiff seeks relief as set forth in the Prayer below.

24
25 **THIRD CAUSE OF ACTION**
26 **(Declaratory Relief – Failure to Satisfy Condition Precedent)**
27 **[WHWD v. WORLD, ANGELS CROSSING]**

28 114. Plaintiff incorporates by reference each and every allegation and Attachment in the preceding paragraphs.

1 115. WHWD, WORLD and ANGELS entered into the AA&R AGREEMENT on/about April 24,
2 2020 (**appended hereto as Attachment “2”**).

3 116. A dispute has arisen regarding the AA&R AGREEMENT; specifically, as to whether the
4 AA&R AGREEMENT is enforceable absent WHWD’s consent to the assignment for failure to satisfy a
5 condition precedent.

6 117. Section 3 of the AA&R AGREEMENT states:

7 “Only in the event that part of the Property described in the Purchase
8 Agreement is conveyed to Buyer from WORLD, Western consents and
9 accepts the assignment of WORLD’s right title, interest, obligations and
10 liabilities in and to the Master Agreement and the WHWD liabilities to
11 Buyer as set forth in this Agreement...”

11 118. Stanislaus County APN No. 025-039-021 is property described in the Purchase-Sale
12 Agreement, located within the PDP Lands and was not conveyed from WORLD to ANGELS.

13 119. Stanislaus County APN No. 025-039-014 is property described in the Purchase-Sale
14 Agreement, located within the PDP Lands and was not conveyed from WORLD to ANGELS.

15 120. The Purchase-Sale Agreement between WORLD and ANGELS required ANGELS to perform
16 lot line adjustments to create and perfect the legal description for the WHWD lands to be conveyed from
17 WORLD to ANGELS, which never occurred.

18 121. Because “that part of the Property described in the Purchase Agreement” was not conveyed to
19 ANGELS from WORLD as required under Section 3 of the AA&R AGREEMENT, the condition
20 precedent to obtain WHWD’s consent did not occur and WHWD did not consent to the AA&R
21 AGREEMENT.

22 122. The State of California has a substantial interest in the AGREEMENT, including the legality
23 and enforcement of the 2020 AA&R Agreement.

24 123. A judicial declaration pursuant to Cal. Civ. Proc. Code §1060 is necessary and appropriate at
25 this time to determine the rights and obligations of the parties as to whether the AA&R AGREEMENT
26 is enforceable where the condition precedent was not satisfied and consent to the Assignment was not
27 given by WHWD.

28 WHEREFOR, Plaintiff seeks the relief as set forth in the Prayer below.

FOURTH CAUSE OF ACTION
(BREACH OF CONTRACT)
[WHWD v. WORLD, THREE60]

124. Plaintiff incorporates by reference each and every allegation and Attachments in the preceding paragraphs.

125. WHWD and WORLD entered into the MASTER AGREEMENT on June 4, 1998 and the ADDENDUM to the MASTER AGREEMENT on May 14, 2009. (**Attachment 1**).

126. Plaintiff did all, or substantially all, of the significant things that were required under the MASTER AGREEMENT and/or the ADDENDUM.

127. The terms of the MASTER AGREEMENT, Section 7, required WORLD to pay advance funds to WHWD to advance fund WHWD operational costs until such time as WHWD's revenues were sufficient to meet the costs of operation. WORLD-THREE60 failed to make or advance operational costs the loan subsidy and instead through Directors MARRERO and C. KEARNEY and others influenced, participated and manipulated WORLD-THREE60's breach of this obligation by using an open-ended deferral of legal action to enforce the in already-in-default contractual obligations of WORLD until such time as the WORLD-ANGELS CROSSING-WHWD 2020 AA&R Agreement could be used as a substitute 'NEWCO' sham transaction. This sham transaction was intended to provide WORLD (contrary to County Conditions of Approval and the Court Ordered Diablo Grande Property Sale and Assumption Agreement) a purported global all-encompassing release of any liability for WORLD defaulted contractual obligations and its WORLD compensated officers serving as WHWD Directors.

128. As of April 24, 2020, WORLD failed to perform its duties under the contract and was in arrears the sums of \$515,601 (Water Fees), \$8,742,326¹⁰ (CFD Mello-Roos Special Taxes/Fees) and \$1,130,000 in operational funding obligations. The monetary damages by the Defendants' wrongful

¹⁰ Prior to filing this Complaint WHWD foreclosed on ANGELS' properties with delinquent and defaulted Mello-Roos Special Taxes/Fees and is not pursuing those properties and related delinquent funds in this action.

1 conduct accrue and increase daily and monthly. The outstanding delinquencies will be claimed and
2 amended according to proof after discovery.

3 129. WHWD gave timely notice to WORLD that it was in breach of these amounts. On November
4 16, 2023, WHWD issued findings that the AA&R AGREEMENT was void as a contract in violation of
5 Government Code §1090, and findings that the AA&R AGREEMENT had not obtained WHWD's
6 consent for assignment to ANGELS for failure to satisfy a condition precedent to the contract.

7 130. On November 16, 2023, WHWD provided Notice to WORLD that it was in breach of the
8 MASTER AGREEMENT for its failure to pay \$7,826,762 for which additional amounts continue to
9 accrue and gave WORLD until December 20, 2023 to cure its breach. **(Attachment 3)**

10 131. WORLD failed and/or refused to respond to WHWD's dispute resolution efforts or to pay the
11 amounts due to WHWD under the MASTER AGREEMENT by December 20, 2023.

12 132. WORLD's failure to pay the amounts demanded by WHWD by December 20, 2023 or to
13 participate in the dispute resolution process was a further and continuing breach of the MASTER
14 AGREEMENT.

15 133. WORLD was not excused from performing its obligations under the contracts set forth above.

16 134. As a direct and proximate result of WORLD's breach, Plaintiff was harmed by WORLD's
17 failure to pay its obligations under the MASTER AGREEMENT in amount according to proof.

18 WHEREFOR, Plaintiff seeks relief as set forth in the Prayer below.

19
20 **FIFTH CAUSE OF ACTION**
21 **(BREACH OF CONTRACT)**
22 **[WHWD v. ANGELS]**

23 135. In the event that the Court does not determine that the ADDENDUM and/or the AA&R
24 AGREEMENT are void or unenforceable, Plaintiff pleads this Breach of Contract action against
25 ANGELS in the alternative and/or in addition to its breach of contract claims against WORLD.

26 136. Plaintiff incorporates all preceding allegations of the Complaint in this cause of action in full.

27 137. WHWD and WORLD entered into the MASTER AGREEMENT on June 4, 1998 and the
28 ADDENDUM to the MASTER AGREEMENT on May 14, 2009. **(Attachment 1).**

1 138. WHWD, WORLD and ANGELS executed the AA&R AGREEMENT on/about April 24, 2020
2 with an effective date of April 30, 2020 (**Attachment 2**).

3 139. The terms of the AA&R AGREEMENT required ANGELS to assume and accept all of
4 WORLD's obligations and liabilities in and to the AMENDED MASTER AGREEMENT including
5 acceptance of WORLD's obligation to advance funds to WHWD to fund WHWD shortfalls until the
6 DIABLO GRANDE project was completed.

7 140. Plaintiff did all, or substantially all, of the significant things that the MASTER AGREEMENT
8 required.

9 141. Following execution of the AA&R Agreement and up to May 30, 2020, ANGELS breached the
10 AA&R AGREEMENT by failing to make any payment to WHWD.

11 142. Between May 30, 2020 and April 15, 2024, ANGELS further breached the terms of the AA&R
12 AGREEMENT by failing and/or refusing to pay liabilities or any of WHWD's funding requests.

13 143. Between May 30, 2020 to present, ANGELS has remained in breach of the terms of the AA&R
14 AGREEMENT and has made no payments to WHWD for WORLD's obligations prior to April 24,
15 2020.

16 144. WHWD gave notice to ANGELS that it was in breach of its obligation to pay WORLD's
17 obligations on/about October 6, 2023 and that the WHWD Board would be proceeding to collect all
18 outstanding amounts via all methods authorized by law.

19 145. ANGELS was not excused from performing its obligations under the AA&R AGREEMENT.

20 146. As a direct and proximate result of WORLD's breach, Plaintiff was harmed by ANGELS'
21 failure to pay its obligations under the AA&R AGREEMENT according to proof.

22 147. As a direct and proximate result of ANGELS' breach of its written contract with WHWD,
23 WHWD has suffered economic damages, including but not limited to past and future water fees,
24 operational costs and other compensatory damages according to proof.

25 WHEREFOR, Plaintiff seeks relief as set forth in the Prayer below.

26 /////

27 /////

SIXTH CAUSE OF ACTION
(BREACH OF FIDUCIARY DUTY)
[WHWD v. MARRERO, C KEARNEY, D KEARNEY]

148. Plaintiff incorporates all preceding allegations of the Complaint in this cause of action in full.

149. Defendant GUILLERMO MARRERO was a member of the WHWD Board of Directors from approximately July 2010 to December 2020. MARRERO acted as the President of the WHWD until mid-2020 and resigned from the Board on/about December 1, 2020.

150. Defendant CARMEN KEARNEY aka CARMEN MILLAN-KEARNEY was an employee of WORLD acting as its Chief Financial Officer (“CFO”) for WORLD and various other WORLD-related business entities. C KEARNEY served as a member of the WHWD Board of Directors until on/about December 1, 2020.

151. Defendant DOUGLAS KEARNEY was an employee of WORLD and a member of the WHWD Board of Directors until mid-2020. D KEARNEY served as WORLD’s self-described “Asset Manager” and resided in a residence owned by WORLD located in DIABLO GRANDE until approximately April-June 2020.

152. WESTERN HILLS WATER DISTRICT is a public agency water district formed under the laws of the State of California. The governing body of the WHWD is its Board of Directors who are subject to the various laws, statutes, and regulations of the State of California and federal law for public agencies in the conduct of District business affairs. This includes all members of the Board and/or other District officers, and the other persons and entities involved in the District’s business-such as consultants or contract legal counsel.

153. As members of the WHWD Board, MARRERO, C KEARNEY and D KEARNEY were officers of a public agency and governmental body sworn to and owing a complete and absolute duty of loyalty, transparency, care and fairness to those governed, and faithful compliance and observation of the public laws. (Govt. Code §§1090 and related statutes discussed herein).

154. MARRERO’s, C. KEARNEY’s and D KEARNEY’s fiduciary duty to WHWD was a legal obligation that arose they became entrusted with acting on behalf of WHWD and for the public the

District served. As fiduciaries, MARRERO, C KEARNEY and D. KEARNEY were each required to act with the utmost good faith and loyalty, prioritizing the interests of their principal WHWD.

155. In their official capacities, MARRERO, C KEARNEY and D KEARNEY each participated in discussions, negotiated terms, drafted, authorized, and/or executed contracts on behalf of WHWD.

156. Every elected official and public employee who negotiates, participates, makes or influences government decisions is required to submit an annual Statement of Economic Interest, commonly referred to as a Form 700. MARRERO, C KEARNEY and D KEARNEY each owed a fiduciary duty to WHWD and its rate payers to fully and fairly disclose their financial interests on their respective Form 700s.

157. MARRERO is an attorney who was admitted to practice in California in 1981. MARRERO's law office has operated under the corporate name of "International Practice Group, PC" since 2003. MARRERO is a principal and president of The International Practice Group, PC located in San Diego, California. MARRERO has an ownership and financial interest in the real property where IPC is located and operates.

158. MARRERO, C. KEARNEY AND D. KEARNEY each breached their fiduciary duty to WHWD when they failed to act in the best interests of WHWD as opposed to their own financial or property interests.

159. MARRERO breached his fiduciary duty when he influenced WHWD to retain LLG, a law firm located in MARRERO's San Diego property when MARRERO had a financial interest in their leasehold or shared office space office space with IPG.

160. MARRERO and LLG thereafter failed to pursue collection of or initiate foreclosure actions against WORLD's property within the District for failing to pay Mello-Roos amounts. WHWD was damaged when it paid more than \$169,000 to LLG from District funds.

161. MARRERO, breached his fiduciary duty to WHWD when he negotiated, drafted and executed the AA&R AGREEMENT which relieved WORLD from all its payment obligations to WHWD in a sham transaction with ANGELS while indemnifying MARRERO personally for his participation in the AA&R AGREEMENT transaction, and failed to advise WHWD that he was being paid by WORLD and/or to be paid by ANGELS to perform this work through his law firm IPG.

1 162. MARRERO breached his fiduciary duty to WHWD when he advocated for the AA&R
2 AGREEMENT which relieved WORLD from its financial obligations to WHWD by stating that the
3 AA&R AGREEMENT assigning WORLD's debts to ANGELS was necessary and "the only recourse"
4 WHWD had to recover funds WHWD had failed to pay WHWD.

5 163. MARRERO breached his fiduciary duty to WHWD when he conspired with WORLD and
6 THREE60 principals to set up a sham transaction whereby WHWD would assign its rights and
7 obligations under the 2020 AA&R Agreement to ANGELS, a newly formed corporation without assets
8 or financial capability in order to obtain a release of WORLD from its contractual and financial
9 obligations as set forth herein.

10 164. MARRERO breached his fiduciary duty to WHWD when he advocated for approval of the
11 AA&R AGREEMENT without fully vetting ANGELS financial capabilities and deliberately failing to
12 determine whether or not ANGELS was a shell company that was underfunded and had no assets. On
13 information and belief, MARRERO knew ANGELS was a shell company which was underfunded and
14 had no assets.

15 165. D. KEARNEY and C. KEARNEY each had financial interests in WORLD and THREE60
16 transactions which disqualified the from making, participating or influencing WHWD decisions and
17 involved their own self-interests over their fiduciary duties as WHWD Board Directors.

18 166. D. KEARNEY and C. KEARNEY breached their fiduciary duties to WHWD when they
19 participated and advocated for the approval of the AA&R AGREEMENT which relieved WORLD of its
20 financial obligations to WHWD and indemnified each of them personally for their participation in the
21 AA&R AGREEMENT transaction.

22 167. WHWD first learned of MARRERO's financial interests with compensation to be paid IPG in
23 August 2023 when ANGELS filed its Chapter 11 Bankruptcy petition with previously unidentified
24 disclosures identifying debts owed to IPG-MARRERO's law firm.

25 168. As a direct and proximate result of the conduct of MARRERO, C. KEARNEY and D.
26 KEARNEY, WHWD has suffered damages, including but not limited to payments to third party entities
27 in which Defendants MARRERO, C. KEARNEY and D. KEARNEY each had a financial interest. This
28 included payments to LLG, a law firm affiliated with MARRERO personally and his IPG firm, /////

1 payments for substantial legal fees to pursue WORLD and ANGELS, and other compensatory damages
2 according to proof.

3 WHEREFOR, Plaintiff seeks relief as set forth in the Prayer below.

4 **SEVENTH CAUSE OF ACTION**
5 **(BREACH OF STATUTORY DUTY)**
6 **[WHWD v. MARRERO, C KEARNEY, D KEARNEY and DOES 1-100]**

7 169. Plaintiff incorporates all preceding allegations of the Complaint in this cause of action in full.

8 170. On and before April 24, 2020 as demonstrated by the allegations herein, three (3) members of
9 the WHWD Board of Directors, namely Defendants MARRERO, C KEARNEY and D KEARNEY
10 were unquestionably conflicted on decision-making, participating or using their official positions to influence
11 with any matters involving WORLD-THREE60.

12 171. Defendants MARRERO, C KEARNEY and D KEARNEY each violated their statutory duty
13 not to participate in a contract or other public agency matter in which they and WORLD had a financial
14 interest.

15 172. Government Code §1090 imposes a mandatory duty on officers of public agencies and states in
16 relevant part:

17 “(a) Members of the Legislature, state, county, district, judicial district,
18 and city officers or employees shall not be financially interested in any
19 contract made by them in their official capacity or by any body or board of
20 which they are members....

21 (c) As used in this article, “district” means any agency of the state formed
22 pursuant to general law or special act, for the local performance of
23 governmental or proprietary functions within limited boundaries.”

24 173. The California Fair Political Practices Commission Regulation 18704 defines “making a
25 decision,” “participating in a decision,” and “using official position to attempt to influence a decision”
26 for purposes of the Act’s conflict of interest provisions. If an official has a disqualifying conflict of
27 interest under Section 87100, the official is prohibited from making, participating in making, or
28 attempting in any way to use the official’s official position to influence the decision.

174. Govt. § 87100 states:

1 A public official at any level of state or local government shall not make,
2 participate in making, or in any way attempt to use the public official's
3 official position to influence a governmental decision in which the official
4 knows or has reason to know the official has a financial interest.
(Amended by Stats. 2021, Ch. 50, Sec. 190. (AB 378) Effective January 1,
2022.)

5 175. Cal. Gov't Code §1090 does not expressly or implicitly exclude suit by the public agency or
6 civil remedies afforded by the statute.

7 176. WHWD is a public agency water district formed under the laws of the State of California
8 pursuant to the California Water Code, Division 13, §§ 34000 to 38501, entitled "California Water
9 Districts," and is, and at all times herein relevant herein, acting in its official and fiduciary capacity as
10 the legislative body of the District and the DIABLO GRANDE CFD (hereafter "DIABLO").

11 177. WHWD is a member of the class protected by Cal. Gov't Code §1090.

12 178. Defendants MARRERO, C. KEARNEY and D. KEARNEY were each Directors and members
13 of the WHWD Board between November 2019 and April 2020, the same time period that MARRERO
14 was negotiating with WORLD and ANGELS to enter into AA&R AGREEMENT involving the
15 purchase of property within District Boundaries and funding the DIABLO GRANDE Project pending its
16 further completion.

17 179. MARRERO was financially interested in the AA&R AGREEMENT. Unbeknownst to the
18 public and non-WORLD WHWD Board members, MARRERO was paid a monthly flat fee of
19 approximately \$5,000 by WORLD to attend WHWD Board meetings, perform work on the AA&R
20 AGREEMENT, and did in fact perform work on the AA&R AGREEMENT, including participation in
21 discussions and negotiating terms between the parties, drafting the agreement and signing the final
22 AA&R AGREEMENT as President of the WHWD Board of Directors.

23 180. MARRERO was also financially interested in the contract when he hired his law firm IPG and
24 utilized the services of his associate attorney JUAREZ to perform work on negotiation of terms and
25 drafting the AA&R AGREEMENT and billed those services to WORLD, and thereafter to be paid by
26 ANGELS. WORLD paid additional amounts to IPG ranging between \$5,000 and \$12,000 per month for
27
28

1 IPG work pertaining to the negotiation, drafting and revision of terms of WORLD-ANGELS Purchase
2 Sale Agreement and the AA&R AGREEMENT.¹¹

3 181. MARRERO also violated the statute when he claimed a conflict and did not formally vote on
4 the approval of the AA&R AGREEMENT; however, prior to such vote and continuing thereafter,
5 MARRERO was involved behind the scenes to implement and direct the negotiation, drafting and
6 revision of terms of WORLD-ANGELS Purchase Sale Agreement and the AA&R AGREEMENT and
7 executed the AA&R AGREEMENT on behalf of WHWD.

8 182. On information and belief C. KEARNEY was financially interested in the AA&R
9 AGREEMENT because she was a compensated CFO for WORLD-THREE60 during the same period
10 she was acting as the Treasurer for WHWD, involved in financial management of the LLG's legal
11 services and processing WHWD's payments to LLG. C. KEARNEY was further financially interested
12 in the AA&R AGREEMENT because before, at and after the time the AA&R AGREEMENT was
13 negotiated and finalized, she was residing in a residence owned by WORLD within the DIABLO
14 GRANDE Project Boundaries as part of her compensation by WORLD.

15 183. D. KEARNEY was financially interested in the AA&R AGREEMENT because he was a
16 compensated "Asset Manager" for WORLD while the WHWD Board was negotiating and approving the
17 AA&R AGREEMENT. D. KEARNEY was also residing in a residence owned by WORLD within the
18 DIABLO GRANDE Project Boundaries as part of his compensation by WORLD.

21 ¹¹ MARRERO's employment and use of his IPG associate attorney Carolina Juarez was also offensive
22 and violative of the Rules of Professional Conduct for attorneys, namely: Rule 1.10 Imputation of
23 Conflicts of Interest (A General Rule Approved by the Supreme Court, Effective November 1,
2018) which provides:

24 (a) While lawyers are associated in a firm, none of them shall knowingly represent a client
25 when any one of them practicing alone would be prohibited from doing so by rules
26 1.7 [requires written informed consent from each client] or 1.9 [prohibition against
27 representation where attorney has represented another person in the same or a substantially
28 related matter in which that person's interests are materially adverse to the interests of the
former client] ... " [Underlining and bracketed information added.]

1 184. Defendants' MARRERO, C. KEARNEY and D. KEARNEY's conduct fell within the scope of
2 Gov't Code §1090 prohibited conduct.

3 185. Defendants' MARRERO, C. KEARNEY and D. KEARNEY's failure to comply with their
4 mandatory statutory duty caused WHWD to suffer harm.

5 186. WHWD was harmed by the acts of MARRERO, C. KEARNEY and D. KEARNEY. By their
6 involvement and conduct regarding negotiating and approving an agreement that terminated WORLD's
7 obligation to pay WHWD amounts due under the AMENDED MASTER AGREEMENT, WHWD has
8 lost millions of dollars in funding shortfalls, resulting in suspending development of the DIABLO
9 GRANDE Project, paid LLG the sum of at least \$180,000; and has had to expend legal fees to defend
10 litigation alleging defaulted water fees in a sum exceeding approximately \$1,000,000.00, excluding late
11 charges, penalties and interest.

12 187. WHWD was also harmed by the acts of MARRERO, C. KEARNEY and D. KEARNEY when
13 ANGELS assumed WORLD's previous financial commitments to WHWD, including past due amounts
14 and failed to pay any past due amounts or fund ongoing liabilities to WHWD, so that WHWD suffered
15 further damages and has been required to expend legal fees defend litigation alleging defaulted water
16 fees in a sum exceeding approximately \$1,000,000.00 and having the effect of suspending development
17 of the DIABLO GRANDE Project.

18 WHEREFOR, Plaintiff seeks restitution of all public moneys paid under the tainted AA&R
19 AGREEMENT and other relief as set forth in the Prayer below.

20
21 **EIGHTH CAUSE OF ACTION**
22 **(FRAUDULENT INDUCEMENT OF CONTRACT)**
23 **[WHWD v. WORLD, THREE60, ANGELS, MARRERO and Does 1-100]**

24 188. Plaintiff incorporates all preceding allegations of the Complaint in this cause of action in
25 full.

26 189. Defendants WORLD, THREE60, ANGELS and MARRERO made false representations to
27 WHWD that financially harmed WHWD.

1 190. Between December 2019 and April 30, 2020, WORLD represented to WHWD that it had
2 secured a viable buyer for its properties located within District Boundaries and that the Buyer,
3 ANGELS, was in a position to bring WORLD's outstanding financial obligations current and
4 continue to fund WHWD pending completion of the DIABLO GRAND project.

5 191. Between December 1, 2019 and April 30, 2020, MARRERO made statements to WHWD
6 concerning the proposed AA&R AGREEMENT, including but not limited to the implied threat that
7 unless the District approved the AA&R with ANGELS, WORLD would have no other choice or but
8 to file for bankruptcy.

9 192. WORLD, ANGELS, AND MARRERO's representations were false.

10 193. The true facts were that WORLD knew that ANGELS was a newly formed corporation
11 with little to no funding or assets and was, in fact, formed for the specific purpose of entering into a
12 transaction with WHWD to purchase its property for a nominal amount while creating a mechanism
13 for WORLD to terminate its contractual and financial obligations to WHWD.

14 194. On information and belief, at the times MARRERO and WORLD represented that
15 ANGELS was a viable buyer, WORLD and THREE60 knew¹² that ANGELS was unwilling or
16 unable to make a deposit on the outstanding debt obligations and refused to provide a funding
17 payment plan to pay the assumed debts and obligations...all of which were known to MARRERO
18 and WORLD at the time and show ANGELS intended or was likely to default upon its assigned
19 obligations to WHWD as soon as the transaction was finalized.

20 195. The true facts were that WHWD was not required to execute the AA&R AGREEMENT
21 out of legal necessity as there were other alternatives available to WHWD, such as completing the
22 foreclosures that should have been initiated by LLG.

23 196. WORLD and MARRERO knew that their representations were false when they made them,
24 or alternatively made their representations recklessly and without regard for their truth because they
25 were regularly communicating between themselves and other WORLD, THREE60 and ANGELS
26 representatives to induce WHWD to consent to the assignment from WORLD to ANGELS including
27

28 ¹² Viz-had actual knowledge or acted with deliberate ignorance or with a reckless disregard of the truth.

1 but not limited to R. MARCOS, L. MARCO, JUAREZ, and ANGELS representatives Don Hale, Jr.
2 and Seth Scott.

3 197. WORLD, THREE60 and MARRERO intended for WHWD to rely on their representations
4 that ANGELS was a viable buyer.

5 198. WHWD reasonably relied on WORLD, THREE60 and MARRERO's representations
6 because MARRERO was an attorney and trusted member and President of WHWD's board.

7 199. MARRERO concealed material facts from WHWD during the negotiation of the AA&R
8 AGREEMENT; specifically, that he was financially interested in the contract, that he was being paid
9 a monthly flat fee by WORLD for his work on the WORLD-ANGELS Purchase Sale Agreement
10 and the AA&R AGREEMENT; and that his law firm IPG was also being paid by WORLD for its
11 work on the AA&R AGREEMENT.

12 200. MARRERO's concealment of material facts was made with the intent to deceive and did
13 deceive WHWD.

14 201. WHWD's reliance on WORLD, THREE60 and MARRERO's representations was a
15 substantial factor in causing its harm.

16 202. WHWD was harmed by Defendant WORLD, THREE60 and MARRERO's fraudulent
17 representations and their concealment of material facts when it entered into the AA&R
18 AGREEMENT with the understanding that ANGELS would bring WORLD's liabilities current and
19 move forward to fund WHWD's operational causes until the DIABLO GRANDE PROJECT was
20 completed.

21 203. As a direct and proximate result of WORLD and MARRERO's false representations
22 WHWD has suffered all manner of damages to be determined according to proof.

23 WHEREFOR, Plaintiff WHWD seeks relief as set forth in the Prayer below.

24 **NINTH CAUSE OF ACTION**
25 **(FRAUD – MISREPRESENTATION AND CONCEALMENT OF MATERIAL FACT)**
26 **[WHWD v. WORLD, THREE60, MARRERO, ANGELS and DOES 1-100]**

27 204. Plaintiff incorporates all preceding allegations of the Complaint in this cause of action in
28 full.

1 205. Defendants WORLD, THREE60, ANGELS and MARRERO made false representations to
2 WHWD that harmed WHWD.

3 206. Between December 1, 2019 and April 24, 2020, WORLD represented to WHWD that it
4 had secured a buyer for its properties located within District Boundaries and that the Buyer,
5 ANGELS, was in a position to bring WORLD's outstanding financial obligations current and
6 continue to fund WHWD pending completion of the DIABLO GRAND project.

7 207. Between December 1, 2019 and April 24, 2020, MARRERO made statements to WHWD
8 and the public concerning the proposed AA&R AGREEMENT, including but not limited to that
9 WHWD had no other alternative than to consent to an assignment of WORLD's obligations to
10 ANGELS and that the AA&R AGREEMENT was "legally necessary" or words substantially to that
11 effect.

12 208. WORLD AND MARRERO's representations were false.

13 209. The true facts were that WORLD and THREE60 knew that ANGELS was a newly formed
14 corporation with little to no funding or assets and was, in fact, formed for the specific purpose of
15 entering into a transaction with WHWD to purchase its property for a nominal amount while
16 creating a mechanism for WORLD to terminate its obligations to WHWD.

17 210. On information and belief, at the time WORLD represented that ANGELS was a viable
18 buyer, WORLD and THREE60 knew that ANGELS intended to or would likely default upon its
19 assigned obligations to WHWD once the transaction was finalized.

20 211. The true facts were that WHWD was not required to execute the AA&R AGREEMENT
21 out of legal necessity as there were other alternatives available to WHWD, such as completing the
22 foreclosures that should have been initiated by LLG.

23 212. MARRERO made further false representations to WHWD when he declared he had a
24 conflict of interest and abstained from the vote on the AA&R AGREEMENT, but thereafter
25 continued to participate in the making of the AA&R AGREEMENT by drafting and executing the
26 Agreement in his capacity as President of the WHWD Board.

27 213. WORLD, THREE60 and MARRERO knew that their representations were false when they
28 made them, or alternatively made their representations recklessly and without regard for their truth

1 because were regularly communicating between themselves and other WORLD, THREE60 and
2 ANGELS representatives to induce WHWD to consent to the assignment from WORLD to
3 ANGELS including but not limited to R. MARCOS, L. MARCO, JUAREZ, and ANGELS
4 representatives Don Hale, Jr. and Seth Scott.

5 214. WORLD, THREE60 and MARRERO intended for WHWD to rely on their representations
6 that ANGELS was a viable buyer.

7 215. WHWD reasonably relied on WORLD's and MARRERO's representations because
8 MARRERO was an attorney and member and President of WHWD's Board.

9 216. WORLD concealed material facts from public and non-WORLD affiliated WHWD Board
10 members during contract negotiations regarding its true relationship with MARRERO, including but
11 not limited to the fact that it was paying MARRERO to advance WORLD's interests, that
12 MARRERO was drafting the Purchase Sale Agreement between WORLD and ANGELS, drafting
13 WORLD's corporate resolutions and drafting the AA&R AGREEMENT that contained terms that
14 were one-sided favoring WORLD and adverse to WHWD's interests.

15 217. MARRERO also concealed material facts from WHWD during the negotiation of the
16 AA&R Agreement, namely that he was financially interested in the release terms and other terms
17 and conditions of the AA&R Agreement and was being paid a monthly flat fee by WORLD for his
18 work on the WORLD-ANGELS Purchase-Sale transaction and the AA&R Agreement.

19 218. MARRERO disclosed some facts to WHWD, namely that he had an interest in a law firm,
20 IPG, but intentionally failed to fully disclose that WORLD was a current client of IPG paying IPG
21 for work performed by his associate JUAREZ who was actively negotiating and drafting the AA&R
22 AGREEMENT with terms favorable to WORLD and adverse to WHWD's interests.

23 219. MARRERO also concealed the fact that he continued to work on the AA&R
24 AGREEMENT with members of his IPG law firm after claiming that he had a conflict of interest.

25 220. WORLD and MARRERO's concealment of material facts was made with the intent to
26 deceive and did deceive WHWD.

27 221. WHWD's reliance on WORLD's and MARRERO's representations and concealment of
28 material facts was a substantial factor in causing its harm.

1 222. WHWD was harmed by Defendant WORLD and MARRERO's fraudulent representations
2 and their concealment of material facts when it entered into the AA&R AGREEMENT with
3 WORLD and ANGELS the understanding that ANGELS would bring WORLD's liabilities current
4 and move forward to fund WHWD's operational expenses causes until the DIABLO GRANDE
5 development project was sufficiently completed to the point where the District no longer needed an
6 operational subsidy.

7 223. As a direct and proximate result of WORLD and MARRERO's false representations
8 WHWD has suffered all manner of damages to be determined according to proof.

9 WHEREFOR, Plaintiff WHWD seeks relief as set forth in the Prayer below.

10
11 **TENTH CAUSE OF ACTION**
(CONSPIRACY TO COMMIT FRAUD)
12 **[WHWD v. WORLD, ANGELS, THREE60, MARRERO, C. KEARNEY AND DOES 1 - 100]**

13 224. Plaintiff incorporates all preceding allegations of the Complaint in this cause of action in
14 full.

15 225. As early as November 2016 and, on information and belief, in later conversations following
16 the last payment of \$52,000 made by WORLD to WHWD in May 2019, MARRERO, WORLD and
17 THREE60 principals and consultants considered, discussed and developed a scheme whereby the
18 WORLD-THREE60 corporate interests would transfer properties and liabilities owed to WHWD by
19 and through the AMENDED MASTER AGREEMENT to one or more newly formed corporation(s)
20 ("NEWCO") as a mechanism and part of a scheme to terminate WORLD's financial obligations to
21 WHWD.

22 226. The scheme contemplated lot line adjustments to accomplish WORLD retaining thousands
23 of acres outside the District Boundaries and that once the liabilities were transferred to NEWCO, the
24 new corporation would default on its debt and tax/special tax obligations-and/or file bankruptcy to
25 avoid payment of these debts. MARRERO participated in discussions regarding this scheme while he
26 was serving as a Director for WHWD.
27
28

1 227. On information and belief, in approximately November-December 2019, WORLD,
2 THREE60 and MARRERO discussed their plan to terminate their financial obligations to WHWD
3 using the NEWCO scheme.

4 228. On information and belief, between December 1, 2019, and April 30, 2020, WORLD,
5 MARRERO and/or THREE60 representatives or principals, met with and/or had discussions and
6 negotiations with ANGELS CEO/principal HALE and its agent-representative Seth Scott. The
7 scheme concept previously contemplated was generally implemented and became terms in the AA&R
8 AGREEMENT whereby WORLD would retain approximately 20,000 acres of real property outside
9 District boundaries, and transfer WORLD's remaining encumbered and indebted properties within
10 the District to ANGELS for a nominal amount.¹³ Thereafter, WORLD was to be purportedly released
11 from its obligations and ANGELS would likely default on its agreement with WHWD to pay
12 WORLD's assigned and assumed unpaid and overdue obligations and requirements to fund ongoing
13 development operating costs. Thus, ANGELS would be the new entity who could seek a bankruptcy
14 petition to discharge the debts and obligations.

15 229. On/about December 10, 2019, Defendant ANGELS filed articles of incorporation with a
16 business address located at 1077 W. 7th Street, 33d Floor in Los Angeles, California, designating Don
17 B. Hale, Jr. as its agent for service of process.

18 230. On information and belief, ANGELS was the "NEWCO" discussed and described in earlier
19 communications.

20 231. Defendants WORLD, THREE60, ANGELS and MARRERO each were aware that each of
21 the other co-conspirators planned to enter into the sham AA&R AGREEMENT.

22 232. Defendants WORLD, THREE60, ANGELS and MARRERO each agreed with each other's
23 co-conspirator to participate in the fraud involving entering the AA&R AGREEMENT.

24 233. Each of the Defendants undertook acts in furtherance of their intent to defraud WHWD
25 through the AA&R AGREEMENT.

26 _____
27 ¹³ The separate WORLD-ANGELS Purchase Sale Agreement contained a provision that ANGELS could
28 purchase the remaining Phases 2-5 for \$44M-an amount extremely unlikely to occur. Given that
circumstance, WORLD-THREE60 would retain its substantial real property ownership outside the
WHWD-an ultimate goal of the fraudulent scheme.

1 234. In furtherance of the conspiracy to defraud WHWD, MARRERO negotiated and drafted
2 the AA&R AGREEMENT and influenced WHWD to approve the AGREEMENT as a legal
3 necessity.

4 235. In furtherance of the conspiracy to defraud WHWD, WORLD, THREE60 and ANGELS
5 each executed the AA&R AGREEMENT in order to terminate WORLD's outstanding liabilities to
6 WHWD.

7 236. In furtherance of the conspiracy to defraud WHWD, WORLD transferred properties with a
8 fair market value of millions of dollars to ANGELS via a separate WORLD/ANGELS Purchase-Sale
9 Agreement for the nominal amount of \$100,000 and paid only \$110 in transfer tax.

10 237. In furtherance of the conspiracy to defraud WHWD, ANGELS agreed to pay MARRERO's
11 law firm IPG legal fees to prepare the AA&R AGREEMENT.

12 238. In furtherance of the conspiracy to defraud WHWD, ANGELS immediately defaulted on
13 the AA&R AGREEMENT and has never paid WHWD any amounts since the AA&R
14 AGREEMENT was approved on April 30, 2020.

15 239. WHWD first learned of the conspiracy of WORLD, THREE60, ANGELS and MARRERO
16 on/about August 3, 2023 when ANGELS filed a list of the creditors it intended to discharge through
17 Chapter 11 bankruptcy proceedings, including Western Hills Water District in the amount of
18 approximately \$11,292,009; DIABLO GRANDE HOA in the amount of \$76,767; GEHR Hospitality
19 Corporation in the amount of \$302,327.13; and MARRERO's law firm IPG in the amount of
20 \$165,085.02.

21 240. In/about January 2024, WHWD discovered further evidence of communications between
22 the co-conspirators regarding each co-conspirator's role in the agreement to defraud WHWD in
23 documents that had been abandoned in properties WHWD recovered through foreclosure
24 proceedings to recover defaulted Mello-Roos fees.

25 241. As a direct and proximate result of the civil conspiracy to commit and the acts in
26 furtherance of WORLD, THREE60, ANGELS and MARRERO's fraudulent acts and concealment,
27 WHWD has been damaged in an amount according to proof.

28 WHEREFOR, Plaintiff WHWD seeks relief as set forth in the Prayer below.

1 **PRAYER**

2 PLAINTIFF prays judgment against defendants and each of them, as follows:

- 3 1. For a declaration that the May 2009 ADDEDDUM to the Master Agreement is VOID as a matter
4 of law due to prohibited and unlawful conduct in violations under Cal. Government Code §1090;
5 2. For a declaration that the April 2020 AA&R AGREEMENTs is VOID as a matter of law due to
6 prohibited and unlawful conduct in violations under Cal. Government Code §1090;
7 3. For a declaration that the April 2020 AA&R AGREEMENT is void for failure to perform a
8 condition precedent to obtaining WHWD's consent to the Assignment;
9 4. For a declaration the April 2020 AA&R Agreement was a sham and fraudulently induced;
10 5. That statutory and fiduciary duties were violated as alleged;
11 6. For compensatory and economic damages;
12 7. For general damages as appropriate on the causes of action;
13 8. For statutory damages according to statute;
14 9. For punitive damages;
15 10. For statutory penalties pursuant to statute;
16 11. For legal fees and costs as provided for by law;
17 12. For such other and further relief as the court deems proper.

18 Date: October 23, 2024

NEASHAM & KRAMER LLP

19
20 By 

WILLIAM C. NEASHAM

21
22 **DEMAND FOR JURY TRIAL**

23 Plaintiff WESTERN HILLS WATER DISTRICT demands a jury trial on those matters so
24 triable.

25 Date: October 23, 2024

NEASHAM & KRAMER LLP

26
27 By 

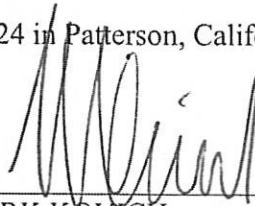
WILLIAM C. NEASHAM

VERIFICATION

I, MARK KOVICH, declare that I am over the age of eighteen (18) years, and I am authorized to make this verification as the duly elected Board President for the Western Hills Water District, Plaintiff in the above-entitled Action. I currently reside in Diablo Grande, California. I have previously served in various capacities relative to the Western Hills Water District-a member of the public, resident and constituent of the District, as its appointed Treasurer Officer, and currently serve as President and member of the Board of Directors.

I have read the foregoing **VERIFIED FIRST AMENDED COMPLAINT FOR DAMAGES AND DECLARATORY RELIEF; DEMAND FOR JURY TRIAL** and know its contents; and I declare that the matters stated in the foregoing document are true of my own knowledge, except as to the matters which are stated on my information or belief, and as to those matters I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 23 day of October, 2024 in Patterson, California.



MARK KOVICH
President and Authorized Representative for
WESTERN HILLS WATER DISTRICT

**MASTER AGREEMENT AND ADDENDUM
ATTACHMENT “1”**

MASTER AGREEMENT TO PROVIDE WATER, SEWER, AND STORM DRAINAGE SERVICES

THIS AGREEMENT is entered this 4th day of June, 1998, by and between Western Hills Water District, a California Water District ("Western"), and Diablo Grande Limited Partnership, a California Limited Partnership ("DG").

Recitals:

WHEREAS, Western is a water district located in western Stanislaus County in the State of California and organized and existing under the laws of the State of California having by those laws the authority to own and operate municipal sewer, water, and storm drainage facilities; and

WHEREAS, DG is a limited partnership organized and existing under the laws of the State of California which owns approximately 30,000 acres of real property in western Stanislaus County in the State of California on which DG plans to develop, in four (4) phases, a world-class destination resort and planned residential community including golf courses, vineyards, hotel, European spa, retail center, business park, and 5,000 residential units to be known as "Diablo Grande" ("Diablo Grande"); and

WHEREAS, the first phase of Diablo Grande is located within the boundaries of Western and DG desires for Western to provide water, sewer and storm drainage services to Diablo Grande; and

WHEREAS, on June 4, 1998, by Resolution No. 98.05, the Board of Directors of Western approved this Agreement and authorized the President of the Board to execute this Agreement in behalf of Western;

NOW, THEREFORE, the parties hereto agree as follows:

Terms:

1. Delivery of Water, Sewer, and Storm Drainage Services to Diablo Grande. Western agrees to provide permanent water, sewer, and storm drainage services to all agricultural, municipal and recreational uses in Diablo Grande subject to the terms and conditions set forth in this Agreement, including but not limited to, full and complete compliance with the California Environmental Quality Act ("CEQA"). As DG is ready to develop particular uses within Diablo Grande, it shall submit to Western a written request for water, sewer, and storm drainage services from Western consisting of (i) a summary of the use, (ii) an estimate of

the annual water demand; (iii) an estimated monthly regulation of the projected annual demand relating to the use; (iv) the infrastructure required for the proposed water, sewer, and storm drainage services; (v) the schedule for development of the use; and (vi) the schedule and method of financing construction of the proposed infrastructure. Within thirty (30) days of receipt of the written request, Western shall notify DG whether and under what conditions it will deliver water, sewer, and storm drainage services in response to the written request. Those conditions could include an Agreement between Western and DG relating to the acquisition of water supply and/or the construction, dedication, and maintenance of infrastructure and related rights-of-way.

2. Permits. The parties agree to cooperate in obtaining any and all local, state, and federal permits required in connection with the delivery of water, sewer, and/or storm drainage services to Diablo Grande.

3. Fees and Assessments. Western agrees to establish and collect those fees and assessments which are allowable by law and which are reasonable and necessary for the delivery of water, sewer, and storm drainage services to Diablo Grande.

4. CEQA Compliance. Nothing in this Agreement shall be interpreted to obligate Western to deliver any service or construct any facilities to Diablo Grande until all necessary and appropriate findings have been made under the California Environmental Quality Act ("CEQA"). To the extent that Western shall be obligated to make findings under CEQA in connection with the delivery of water, sewer, and/or storm drainage services to Diablo Grande, nothing in this Agreement shall obligate Western to make any findings other than those findings which are supported by substantial evidence in the record as required by law.

5. Compliance with Laws. Western agrees to comply with all applicable laws and regulations applicable to the delivery of water, sewer, and storm drain services to Diablo Grande to assure constant and uninterrupted delivery of the highest quality services.

6. Operation. Western agrees to employ such management and maintenance personnel, and to hire such consultants, as may be reasonably necessary to deliver high quality water, sewer, and storm drainage services to Diablo Grande.

7. Operational Costs. Diablo Grande agrees to advance funds to Western as necessary to pay for the costs of operation until such time as Western's revenues are sufficient to meet the costs of operation. All such funds shall be treated as a loan to Western by DG which shall bear interest at the rate of eight percent (8%) per annum until paid in full. Western agrees to retire the debt created under this paragraph when its revenues begin to exceed its operation costs. At that time, the parties shall meet and confer to determine an appropriate schedule for repayment of the loan.

8. Miscellaneous Provisions. This Agreement is to be construed and enforced in accordance with the laws of the State of California. The invalidity or unenforceability of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity or enforceability of any other provisions hereof. Except with the written

1-5-1999 3:35PM

FROM

P. 5

consent of the other party, the rights and obligations under this Agreement shall not be assignable by either party.

"WESTERN":

WESTERN HILLS WATER DISTRICT

By:

Keith Schneider
Keith Schneider, President

By:

David Romano
David Romano, Secretary

"DG":

DIABLO GRANDE LIMITED
PARTNERSHIP, a California limited
partnership, by its General Partner,
DIABLO GRANDE, INC., a California
corporation.

By:

Russell A. Lewman
Russell A. Lewman, Secretary

**ADDENDUM TO MASTER AGREEMENT TO PROVIDE WATER, SEWER
AND STORM DRAINAGE SERVICES**

This Addendum to the Master Agreement to Provide Water, Sewer and Storm Drainage Services (hereafter "Addendum") is made and entered into as of May 14, 2009, ("Effective Date") by and between Western Hills Water District, a California Water District ("Western") and World International, LLC, a Delaware limited liability company ("World").

RECITALS

A. On June 4th, 1998, Western and Diablo Grande Limited Partnership, a California Partnership ("DG") entered into the Master Agreement to Provide Water, Sewer and Storm Drainage Services ("Master Agreement").

B. On October 7, 2008, the sale closed on the property known as the Diablo Grande Winery & Resort in Patterson, California with a street address of 9501 Morton Davis Drive ("Property") pursuant a purchase and sale agreement between World and DG ("Purchase Agreement").

C. Pursuant to the Purchase Agreement, World assumed the Master Agreement.

D. The parties desire to enter into this Addendum to amend the Master Agreement and confirm Western's acceptance of the assignment of the Master Agreement to World.

NOW, THEREFORE, the Parties hereto agree as follows:

AGREEMENT

1. Acceptance of Assumption. Western hereby agrees and acknowledges the assignment by DG and assumption to World of the Master Agreement.

2. The parties hereby agree to modify Section 7 of the Master Agreement to read as follows:

7. Operational and Capital Costs.

a. In providing services under this Agreement, Western will incur operational costs, costs to replace existing capital assets, and costs for new capital assets. For purposes of this Section 7, "capital assets" shall be generally understood to mean land, buildings, plant and equipment, contract rights to water, patents, and other tangible or intangible assets with a useful life greater than one year. Operational costs shall include principal and interest payments on any outstanding debt other than to World but

excluding any debt owed to Veolia North America.

b. Western shall provide World with a proposed annual budget by November 1 of each year for World's review and comment. The annual budget shall include, among other things, line item detail of proposed operational costs, proposed costs for the replacement of existing capital assets, and proposed costs for the acquisition of new capital assets. The annual budget shall also include the projected timing by month of payments for such operational and capital costs. World agrees to provide Western with its comments/objections within thirty calendar days of receipt of the proposed annual budget.

c. Upon approval of each annual operational budget by the Western Board of Directors and the approval of each annual capital budget by both Western's Board of Directors and World, World agrees to advance funds in accordance with the approved budget and in accordance with the projected monthly timing of the proposed expenditures contained within the approved budgets.

d. World is not required to advance funds needed to pay the costs for the replacement of existing capital assets or for the acquisition of new capital assets. World agrees to review the proposed capital expenses and in its discretion to advance funds to acquire said capital assets provided that any such funds advanced shall be secured by the security interest granted to World under Section 7i below.

e. Notwithstanding anything to the contrary in this Section 7, World shall not be responsible for advancing any funds to Western for any debt owed by Western to any of its vendors, providers, suppliers, lenders, employees or agents, which debt accrued prior to October 7, 2008. World agrees that the \$20,000 that the Bankruptcy Court approved in settlement of World's administrative claim concerning those pre-October 7, 2008 debts of Western shall be paid to Western for use in settling the pre-October 7, 2008 non-Veolia debts and shall not be considered in any way as an advancement of funds to Western. Western agrees that it shall be responsible for the amount of \$15,461.37 in attorney's fees and costs incurred by World in procuring the \$20,000 settlement, which amount shall be deducted by World from the \$20,000 payable to Western.

f. In the event that Western seeks additional funds above the amount set forth in the approved annual budget for either operations expenditures or capital expenditures, any additional funds requested may be advanced by World in its discretion and any and all sums advanced by World as a result of said increases shall be subject to the mutual agreement of World and Western.

g. Subject to the required periodic audit of Western's financial statements, the parties agree that as of April 30th, 2009, World has advanced to Western the total sum of \$ 1,043,384.33, excluding all accrued interest, and the parties further agree that by March 1 of each year World will submit a statement of the amount of sums advanced in the preceding 12 months, which statement will be conclusive (subject to the required periodic audit of Western's financial statements) unless within thirty days thereof, Western

disputes the amount of sums advanced and submits documentation that supports and confirms the amounts actually advanced. The summary submitted by World shall also include the cumulative total of all sums advanced on a historical basis.

h. All funds advanced shall be treated as a loan from World to Western. All funds advanced shall bear interest at the rate of eight percent (8 %) per annum simple interest until paid in full.

i. Security Interest. Subject to any limitations on the granting of security interests in a public agency's assets and subject to Western's repayment obligation set forth below, in consideration of World's advancing funds in accordance with this Section 7, Western hereby grants to World a security interest in the capital assets funded with World's advances and in such other assets owned by World. The parties agree to enter into a commercially reasonable security agreement or agreements setting forth the specific terms and conditions of the security interest therein.

j. World may elect to cease advancing funds to Western for operating costs if and when World determines that Western's revenues are sufficient to meet the following on an on-going basis: (a) annual costs of operations; (b) annual costs for capital improvements and replacements; (c) an operating reserve fund as determined by Western's Board of Directors and (d) the principal and interest payments on any outstanding debt other than to World. Sums (a) and (c) in this subsection shall not exceed ten percent (10.0 %) of the prior fiscal year's actual operating expenditures. Sum (b) shall not exceed ten percent (10.0%) of the average of the prior three (3) fiscal years' actual capital expenditures.

k. In the event World elects to cease one hundred per cent (100 %) of the funding, it shall provide not less than 18 months advanced, written notice to Western, and such notice shall be timed so that if funding ceases, it ceases at the end of Western's fiscal year. Example: With a World notice dated June 15, 2015, World shall cease advancing funds after December 31, 2016. World's notice shall also include World's proposed repayment plan. World's determination to cease advance funding and World's proposed repayment plan for funds advanced for both operational and capital costs must be reasonable and made in good faith and be based upon Western's audited financial statements and a reasonable three-year projection of Western's revenues and expenses, showing that Western would have sufficient projected revenues to meet the projected expenses set forth in Subsection 7j above.

l. Should Western disagree with World's determination under Subsection 7k, Western may invoke the disputes resolution procedure set forth below. The vote by the Western Board of Directors as to whether or not it agrees with World's determination and to invoke the disputes procedure shall be only by those Western directors who do not have a financial interest in the decision in accordance with the District's Conflicts of Interest Code and the regulations of the California Fair Political Practices Commission, including, but not limited to, because the director is employed by or is a consultant to World. World agrees that such a vote by Western's Board may be by less than a majority

of a quorum. World further agrees that should all Western directors have a financial interest in the decision, then Western may request the Stanislaus County Superior Court to appoint a qualified representative or representatives to act on behalf of Western for purposes of this Section 7.

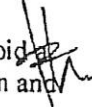
m. Disputes Resolution Procedure.

(1) The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Section 7, promptly by negotiation between representatives who have authority to settle the controversy. Any party may give the other party written notice of a dispute, which notice shall include a statement of that party's position and a summary of arguments supporting that position. Within fifteen (15) calendar days after receipt of the notice, the receiving party shall respond with a statement of that party's position and a summary of argument supporting that position. All negotiations pursuant to this subsection are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

(2) If the dispute has not been resolved by negotiations within twenty (20) calendar days of the disputing party's notice, the parties shall endeavor to settle the dispute by mutual agreement.

(3) Any dispute arising out of Section 7, which has not been resolved by the above dispute resolution procedure within twenty (20) calendar days of the initiation of such procedure, shall be finally resolved by arbitration by a sole arbitrator in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. The arbitrator shall be qualified by education, training, and experience in public agency finances and shall not have a conflict of interest. As to any dispute over World's determination under Subsection 7j, the arbitrator is only authorized to make a binding determination to approve or disapprove World's determination; however, the arbitrator is also authorized to recommend a non-binding repayment plan for consideration by the parties. The place of arbitration shall be Patterson, California, unless otherwise agreed to by the parties.

(4) The time limits specified in Subsection 7m shall be suspended during the time taken to obtain any action by the Stanislaus County Superior Court.

(5) All arbitrators to be selected pursuant to this Section 7 shall avoid  conflict of interest and the appearance of a conflict of interest at the time of selection and during and after arbitration. A conflict of interest can arise from involvement by an arbitrator with the subject matter of the dispute or from any relationship between him/her and any participant, whether past or present, personal or professional, that reasonably raises a question of his/her impartiality.

(6) The costs for any arbitrator shall be borne equally between the parties. The prevailing party in any arbitration shall not be entitled to be awarded its attorneys' fees and costs.

3. No Variation. The parties hereby confirm that no other provision of the Agreement is amended or modified except as described in this Addendum.

4. Definitions. All capitalized terms not defined herein shall have the meaning ascribed to such term in the Agreement.

5. Counterparts. This Addendum may be executed in any number of counterparts, each of which shall be an original and all of such counterparts together shall constitute one and the same instrument. To facilitate the execution of this Addendum, the parties may execute and deliver counterparts of this Addendum by telephone facsimile or e-mail transmission.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date set forth in the opening paragraph of this Addendum.

WESTERN:

WESTERN HILLS WATER DISTRICT,
a California Water District

By: _____
President

By: _____
Secretary

WORLD:

WORLD INTERNATIONAL, LLC,
a Delaware limited liability company

By: _____
Rafael Marcos Dayan
Its: Manager

3. No Variation. The parties hereby confirm that no other provision of the Agreement is amended or modified except as described in this Addendum.

4. Definitions. All capitalized terms not defined herein shall have the meaning ascribed to such term in the Agreement.

5. Counterparts. This Addendum may be executed in any number of counterparts, each of which shall be an original and all of such counterparts together shall constitute one and the same instrument. To facilitate the execution of this Addendum, the parties may execute and deliver counterparts of this Addendum by telephone facsimile or e-mail transmission.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date set forth in the opening paragraph of this Addendum.

WESTERN:

WESTERN HILLS WATER DISTRICT,
a California Water District

By: _____

President

By: _____

Secretary

WORLD:

WORLD INTERNATIONAL, LLC,
a Delaware limited liability company

By: _____

Rafael Marcos Dayan
Its: Manager

**ASSIGNMENT, ASSUMPTION AND RELEASE
AGREEMENT**

ATTACHMENT "2"

ASSIGNMENT, ASSUMPTION AND RELEASE AGREEMENT

This Assignment Assumption and Release Agreement (the "Agreement"), is entered into as of the 30th day of April 2020 (the "Effective Date"), by and between WORLD INTERNATIONAL, LLC, a Delaware limited liability company ("World" or "Seller"), ANGEL'S CROSSING, LLC, a California limited liability company ("Buyer") and WESTERN HILLS WATER DISTRICT, a California Water District ("Western" or "WHWD"). Collectively World, Buyer and WHWD referred to as the "Parties" and individually a "Party".

RECITALS

A. Seller is the owner of approximately 30,000 acres of land located in Stanislaus County, California (the "Property").

B. On October 7, 2008, Buyer assumed from the Property's prior owner that certain Master Agreement to Provide Water, Sewer and Storm Drainage Services, as amended by that certain Addendum to Master Agreement to Provide Water, Sewer and Storm Drainage Services (as amended the "Master Agreement").

* C. WHWD contends that from 2019 to April 24, 2020, World incurred water charges of \$515,601 (Five Hundred Fifteen Thousand Six Hundred and One Dollar), which to this date remain outstanding (the "Outstanding Water Charges"). World disputes such claims.

D. WHWD contends that World is in default of its obligations under the Master Agreement since among others it has failed to fund the operations of the WHWD for a period of over 12 (twelve) months as required under the Master Agreement (the "Funding Obligations"). World disputes such claims.

* E. WHWD contends that World is in default on its obligations (delinquent amount) to pay \$8,742,326.38 in Mello-Roos related to the Property (the "Mello-Roos Obligations"). World disputes such claims.

F. On March 16, 2020, Buyer and Seller entered into that certain purchase agreement by which Buyer to purchase part of the Property ("Purchase Agreement").

* G. Pursuant to the Purchase Agreement, Buyer agreed to assume the Master Agreement and any and all outstanding loans to WHWD (\$16,896,995) as well as all outstanding liabilities of World International, including the Outstanding Water Charges (\$515,601), Funding Obligations (\$1,130,000) and the Mello-Roos Obligations (collectively the "WHWD Liabilities").

H. The parties desire to enter into this Agreement to assign all of Seller's right, title, obligations and interest in and to the Master Agreement and the WHWD Liabilities to Buyer and to confirm Western's acceptance of the assignment of the Master Agreement and the WHWD Liabilities to Buyer and the release of World from any and all liabilities arising under the Master Agreement and the WHWD and from any and all past, present or future liabilities.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by all parties hereto, the parties hereby agree as follows:

1. Assignment. World hereby assigns, transfers and conveys to Buyer and Buyer hereby assumes and accepts any and all of World's right, title, interest, obligations and liabilities in and to the Master Agreement and the WHWD Liabilities. Buyer hereby assumes and agrees to keep, perform and fulfill all of World's obligations under or with respect to the Master Agreement and the WHWD Liabilities. All capitalized terms not otherwise defined herein shall have the meaning set forth in the Purchase Agreement.

2. Indemnification by Buyer. Buyer hereby agrees to indemnify and defend World, its successors, assigns, affiliates, representatives, members, directors, officers, agents, advisors and consultants against and hold them harmless from all demands, claims, complaints, actions or causes of action, suits, proceedings, investigations, losses, damages, liabilities, costs and expenses, including attorney's fees pertaining to or arising out of: (i) the Master Agreement including the performance or non-performance of World's obligations thereunder; and (ii) the WHWD Liabilities.

3. Consent and Release by WHWD. Only in the event that the part of the Property described in the Purchase Agreement is conveyed to Buyer from World, Western consents and accepts the assignment of World's right, title, interest, obligations and liabilities in and to the Master Agreement and the WHWD Liabilities to Buyer as set forth in this Agreement and hereby on its behalf and on behalf of its, successors and assigns hereby releases and forever discharges World, its successors, assigns, affiliates, representatives, members, directors, officers, agents, advisors and consultants from any and all demands, claims, complaints, actions or causes of action, suits, proceedings, investigations, losses, damages, liabilities, costs and expenses, including attorney's fees pertaining to or relating to the Master Agreement and the WHWD Liabilities, including but not limited to World's performance or non-performance thereunder.

To the extent that the foregoing release is a releases to which Section 1542 of the California Civil Code or similar provisions of other applicable law applies, it is the intention of the Parties that the foregoing releases shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind, known or unknown, suspected or unsuspected specified herein. In furtherance of this intention, the Parties expressly waive any and all rights and benefits conferred upon them by the provisions of Section 1542 of the California Civil Code, which said Section 1542 providing as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

The Parties acknowledge that the foregoing waiver of the provisions of Section 1542, was bargained for separately. Thus, notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of World, WHWD expressly acknowledges that this Agreement is intended to include in its effect without limitation all of the claims, causes of action and liabilities otherwise encompassed in the release above which Western, does not know or suspects to exist in their favor at the time of execution of this Agreement, and this Agreement contemplates extinguishment of all such claims, causes of action and liabilities.

4. No Admission of Liability. This Agreement does not constitute an admission of liability by any of the Parties to this Agreement.

5. No Reliance. Each Party acknowledges that it has made such investigation of the facts pertaining to this Agreement, and all matters pertaining thereto, as he or it deems necessary. Each Party to this Agreement represents that: (a) he or it is represented by the attorneys of its choice; (b) prior to the execution of this Agreement each Party's attorney reviewed this Agreement, made all desired changes, and approved this Agreement as to substance and form; (c) the terms of this Agreement and its consequences (including risks, complications, and costs) have been fully explained to it by its attorneys; (d) it fully understands the terms and consequences of this Agreement; (e) it is not relying upon any representation or statement made by any other party hereto, or by such other party's employees, agents, representatives or attorneys regarding this Agreement or its preparation except to the extent such representations are expressly and explicitly incorporated herein; (f) it is not relying upon a legal duty, if one exists, on the part of any other party, or upon the part of such other party's employees, agents, representatives or attorneys, to disclose any information in connection with the execution of this Agreement or its preparation; and (g) it has carefully read and understands the contents of this Agreement and freely signs it of his or its own free act, without any constraint or undue influence, and it is the intention of each party to be legally bound by this Agreement. Further, it is expressly understood that no Party shall ever assert any failure to disclose information by any other Party as a ground for challenging this Agreement.

6. After-Acquired Facts. The Parties acknowledge that they might hereafter discover facts different from or in addition to those they now know or believe to be true with respect to a claim or claims released herein, and they expressly agree to assume the risk of possible discovery of additional or different facts, and agree that this Agreement shall be and remain effective in all respects regardless of such additional or different discovered facts, or any change in circumstances.

7. Choice of Law and Forum Selection. This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of the State of California as if entirely performed within the State of California. Any legal suit, action or proceeding arising out of or related to this Agreement or the rights and obligations of the parties hereunder, shall be instituted exclusively in the federal courts of the United States or the Courts of the State of California in each case located in the City of Modesto and County of Stanislaus, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

8. Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof.

9. Attorneys' Fees. The prevailing party in any dispute between the parties hereto, or any of them, arising hereunder or relating hereto shall be entitled to an award of reasonable attorneys' fees, costs and expenses at trial and through all appellate levels.

10. Successors. This Agreement shall be binding upon the parties hereto and their permitted respective successors and permitted assigns.

11. Rule of Construction. This Agreement shall be interpreted without regard to any presumption or rule requiring construction against the party causing this Agreement to be drafted.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment, Assumption and Release Agreement as of April ____, 2020.

[Signatures on Following Page]

SELLER:

WORLD INTERNATIONAL, LLC
a Delaware limited liability company

By: Three60, LLC, its sole member

By: Linda Marcos
By: Linda Marcos
Its: Manager

BUYER:

ANGEL'S CROSSING, LLC
a California limited liability company

By: _____
Name:
Title:

WESTERN:

WESTERN HILLS WATER DISTRICT
a California water district

By: Guillermo Marrero
Name: Guillermo Marrero
Title: Chairman of Board

SELLER:

WORLD INTERNATIONAL, LLC
a Delaware limited liability company

By: Three60, LLC, its sole member

By: _____

By: Linda Marcos
Its: Manager

BUYER:

ANGEL'S CROSSING, LLC
a California limited liability company

By: _____

Name: Don Hale Jr.
Title: Managing Member

WESTERN:

WESTERN HILLS WATER DISTRICT
a California water district

By: _____

Name:
Title:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF

WS Los Angeles

On

4/25/2020

before me,

HYUN IL LEE, Notary Public

a Notary Public, personally appeared

DONALD BERNARD JR HALE

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Handwritten Signature]



(This area for official notarial seal)

ESCROW NO.: AU-55021431-SF

TITLE ORDER NO.: NCS-803241-05-LA2

ATTACHMENT “3”

GRIFFITH, MASUDA & HOBBS

A PROFESSIONAL LAW CORPORATION

W. Coburn Cook, 1892-1953
Lin H. Griffith, 1923-2014

517 East Olive Street
Turlock, California 95380
(209) 667-5501
Fax (209) 667-8176
www.calwaterlaw.com
Founded 1920

*Celebrating Our
103rd Anniversary*

David L. Hobbs
dhobbs@calwaterlaw.com

November 16, 2023

VIA ATTACHED SERVICE LIST

World International, LLC
1880 Century Park E, Ste. 106
Los Angeles, CA 90067

RE: Notice of Demand for Payment and Lien Certificate Re Assignment, Assumption and Release Agreement dated April 30, 2020

To World International, LLC:

As you are aware and as provided in the Notice of Hearing¹, the Western Hills Water District ("WHWD") Board of Directors held a public hearing on November 8, 2023 to determine a number of issues related to the above referenced Assignment, Assumption and Release Agreement. As a result of the duly noticed hearing, the WHWD Board of Directors made certain findings as set forth in WHWD Resolution No. 2023-09 (the "Resolution"), a true and correct copy of which is included herewith.

By virtue of the findings of the WHWD Board as set forth in the Resolution, it has been determined that World International, LLC owes WHWD the current amount of \$7,826,762.42 for unpaid charges under the Master Agreement to Provide Water, Sewer and Storm Drainage Services dated June 4, 1998 as amended.

Please be advised that unless the District receives payment for the full amount by December 20, 2023, the District shall record a lien certificate against World International, LLC pursuant to Water Code §36729. This lien shall be in addition to any other existing liens or amounts owed to the District.

The Water Code §36729 certificate constitutes a lien in the amount of the unpaid charges, together with interest and penalties, upon all real property which you now own or may hereafter acquire in the county in which the lien is recorded. The District may record the certificate in any county it believes you own real property. From the date of recording the certificate, interest shall accrue on the principal amount owing at the rate specified in Code of Civil Procedure §685.010 which currently is 10% per annum.

¹ The Notice of Hearing was dated October 6, 2023 and served via electronic mail, regular U.S. Mail and overnight delivery as set forth in the accompanying proof of service thereto.

World International, LLC
November 16, 2023
Page 2

Lastly, be advised that WHWD reserves the right to secure payment of the foregoing amounts via all methods authorized by law, including but not limited to the assessment mechanisms per Water Code §37200, *et seq.*

Thank you for your attention to this matter.

Regards,

GRIFFITH, MASUDA & HOBBS

A handwritten signature in black ink, appearing to be 'D. Hobbs', written over the printed name.

David L. Hobbs

Enclosures – as stated.
Cc: Angel's Crossing, LLC; client.

RESOLUTION NO. 2023-09

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
WESTERN HILLS WATER DISTRICT**

**DETERMINATION OF FINDINGS REGARDING STATUS OF ASSIGNMENT,
ASSUMPTION AND RELEASE AGREEMENT DATED APRIL 30, 2020 AND RELATED
ISSUES**

WHEREAS, since WHWD's formation in 1992, the revenues collected by WHWD in connection with its provision of water and sewer service to the Diablo Grande community have significantly failed to match the cost of providing those services. To remedy the funding discrepancies and ensure sufficient operational and capital finances for the District, the original owner of the project, Diablo Grande Limited Partnership ("DGLP") entered into the Master Agreement to Provide Water, Sewer and Storm Drainage Services dated June 4, 1998 with WHWD (the "Master Agreement"). In exchange for the developer's obligation to provide annual funding shortfalls, WHWD agreed to ensure adequate water and sewer capacity to provide for the build out of the Diablo Grande project; and

WHEREAS, ultimately, DGLP filed bankruptcy and World International, LLC ("World") purchased the Diablo Grande project and assumed DGLP's obligations to fund WHWD's revenue deficiencies by entering into an Addendum to Master Agreement to Provide Water, Sewer and Storm Drainage Services, dated May 14, 2009 (the "Amended Master Agreement"); and

WHEREAS, despite World providing funding and WHWD providing water/sewer services in accordance with the Amended Master Agreement for several years, World alleged financial difficulties beginning in or around 2018. In 2019, World indicated that it had a prospective buyer that would purchase the Diablo Grande project and fully assume World's obligations under the Amended Master Agreement. The Master Agreement, at Section 8, requires that, "[E]xcept with the written consent of the other party, the rights and obligations under this Agreement shall not be assignable by either party;" and

WHEREAS, on April 24, 2020 the WHWD Board of Directors conditionally approved the Assignment, Assumption and Release Agreement (the "Assignment"); and

WHEREAS, subsequent to World and AC entering into an Amended and Restated Purchase and Sale Agreement, dated April 30, 2020 (the "Purchase Agreement"), on or about May 7, 2020 escrow closed on certain parcels of real property in Diablo Grande. Since 2019, World has failed to contribute the revenue shortfalls to WHWD required under the Amended Master Agreement. AC has never paid any amount to WHWD, be it per the Amended Master Agreement or otherwise; and

WHEREAS, on October 6, 2023, WHWD provided a Notice of Hearing to World and AC advising them that the WHWD Board would make determination on several issues related to

World and AC's obligations under the Amended Master Agreement and WHWD's ability to enforce those obligations under the Water Code.

WHEREAS, the Board of Directors of the WHWD opened and held the public hearing, reviewed the Staff Report dated November 3, 2023, the Staff Report Attachments, the records of WHWD and received the advice of the District's counsel.

NOW THEREFORE, BE IT RESOLVED BY THE Board of Directors of the Western Hills Water District as follows:

I. The WHWD Board makes the following findings:

1. As to Issue No. 1: Did the condition precedent set forth in Section 3 of the Assignment occur, such that WHWD's consent to the Assignment was obtained? Section 3 of the Assignment states in relevant part: "[O]nly in the event that the part of the Property described in the Purchase Agreement is conveyed to Buyer from World, Western consents and accepts the assignment of World's right, title, interest, obligations and liabilities in and to the Master Agreement and the WHWD Liabilities to Buyer as set forth in this Agreement..."

Finding A. Stanislaus County A.P.N. 025-039-021 is located within the PDP Lands and was not conveyed from World to AC.

Finding B. Stanislaus County A.P.N. 025-039-014 is located within the WHWD Lands and was not conveyed from World to AC.

Finding C. The Purchase Agreement required AC to perform lot line adjustments to create and perfect the legal description for the WHWD Lands to be conveyed from World to AC, which never occurred.

Finding D. Because "that the part of the Property described in the Purchase Agreement" was not conveyed to AC from World, as required in Section 3 of the Assignment, the condition precedent to obtain WHWD's consent did not occur.

Conclusion: Based upon the foregoing because all of the property within the PDP Lands and the WHWD Lands owned by World, e.g., "the part of the Property described in the Purchase Agreement" was not conveyed to AC (Buyer) from World, the condition precedent in Section 3 of the Assignment did not occur, therefore WHWD's consent to the Assignment was not obtained.

2. As to Issue No. 2: If WHWD determines the finding to Issue No. 1 is "no", e.g., the condition precedent in the Assignment did not occur and there was no Assignment of the Master Agreement to Provide Water, Sewer and Storm Drainage Services, as amended by the Addendum to Master Agreement to Provide Water, Sewer and Storm Drainage Services (referred to herein as the "Amended Master Agreement"), then does World remain obligated to WHWD as set forth in the Amended Master Agreement?

Conclusion: Because WHWD's written consent to assignment of the Master Agreement was not obtained, as per Issue No. 1, World continues to remain obligated under the terms of the Master Agreement/Amended Master Agreement.

3. As to Issue No. 3: If World continues to be obligated to WHWD under the Amended Master Agreement, what are the delinquent amounts for which World is liable to WHWD?

Finding A. Because the Master Agreement as amended requires World to fund the shortfalls of the WHWD based upon the WHWD annual budgets, World is liable to WHWD in an amount equal to the adopted annual WHWD budgets minus the WHWD revenues therein.

Conclusion: As of November 3, 2023, World is currently liable to WHWD under the Amended Master Agreement in the amount of \$7,826,762.42. It is anticipated this amount will continue to grow with each successive year to the extent WHWD's revenues do not meet its cost of providing utility services.

4. As to Issue No. 4: Does the failure of Angel's Crossing to perform under the Assignment, e.g., failure to make any payments towards the WHWD Liabilities as defined in the Assignment, result in the Assignment being of no force or effect such that World remains liable to WHWD under the Amended Master Agreement?

Conclusion: In addition to the finding of Issue No. 1 that WHWD's consent to the Assignment was not obtained, because AC failed to make any payments to WHWD in accordance with the Master Agreement or Amended Master Agreement, World remains obligated to WHWD in accordance with the Amended Master Agreement.

5. As to Issue No. 5: Does former WHWD Director Guillermo Marrero's undisclosed financial interest in the Assignment, e.g., the agreement by Angel's Crossing to assume World's obligation to pay International Practice Group approximately \$165,085.02, result in the Assignment being void pursuant to Gov't. Code §1090, *et seq.*?

Finding A. Former WHWD President/Director G. Marrero was the owner of International Practice Group ("IPG"), which is a law firm which included World as one of its clients.

Finding B. Pursuant to the Purchase Agreement, which was contingent on WHWD approving the Assignment, AC was to assume an obligation to pay IPG \$165,085.02.

Finding C. AC's promise to pay IPG was a direct financial interest to G. Marrero, which was never disclosed and not discovered by WHWD until August 2023.

Conclusion: Because Director/President Marrero had an undisclosed direct financial interest in the approval of the Assignment, the Assignment violates Gov't. Code §1090.

6. This Resolution shall take effect immediately upon its adoption.

7. WHWD shall cause a copy of this Resolution to be provided to all affected parties.

8. WHWD staff are hereby authorized to take all actions to enforce this Resolution, including but not limited to the use of any collection remedies allowed under the Water Code.

Moved by Director, Mark Kovich, second by Director, Martin George Johnson,

that the foregoing resolution be adopted.

Upon roll call the following vote was had:

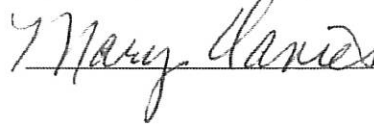
Ayes: Director's, Mark Kovick, John Frederick, Mary Davies, Martin Gene Johnson,
Martin George Johnson

Noes: None

Abstain: None

Absent: None

I, Mary Davies, Secretary of the Board of Directors of the Western Hills Water District,
do hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at
a regular meeting of the said Board of Directors held the 8th day of November, 2023.

_____

1 **PROOF OF SERVICE**

2 I, Catherine Pasma, declare:

3 I am employed in the County of Stanislaus, State of California and over the age of
4 eighteen (18) years, and not a party to the within action. My business address is 517 East
Olive Avenue, P.O. Box 510, Turlock, California, 95381-0510.

5 On November 16, 2023 I served the within document(s):

6 **Correspondence from David L. Hobbs Re Notice of Demand for Payment and**
7 **Lien Certificate Re Assignment, Assumption and Release Agreement dated April**
8 **30, 2020**

9 **[X] BY U.S. MAIL.** By placing the document(s) listed above in a sealed envelope
10 with postage thereon fully prepaid, in the United States mail at Turlock, California, addressed
as set forth below. I am readily familiar with the firm's practice of collection and processing
correspondence for mailing. Under that practice it would be deposited with the U.S. Postal
Service on that same day with postage thereon fully prepaid in the ordinary course of business.

11 WORLD INTERNATIONAL, LLC
12 1880 CENTURY PARK E, SUITE 106
13 LOS ANGELES, CA 90067

14 WORLD INTERNATIONAL, LLC
15 2710 GATEWAY OAKS DRIVE
SACRAMENTO, CA

16 ANGEL'S CROSSING, LLC
17 3150 WILSHIRE BLVD., SUITE 2722
LOS ANGELES, CA 90010

18 On behalf of ANGEL'S CROSSING, LLC:
19 June D. Coleman, Esq.
20 Messer Strickler Ltd.
5960 South Land Park Drive #1059
21 Sacramento, CA 95822


22 **[XX] By Electronic Mail** – I served each document on the parties by emailing each
23 document in PDF format to each email address listed above.

24 On behalf of WORLD INTERNATIONAL, LLC:

25 rafael@frel.mx
26 rafaelmarcos0@me.com
27 linda@frel.mx
28 hperalta@frel.mx

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

3 Executed on November 16, 2023, at Turlock, California.

4 

5 Catherine Pasma
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

I, Katherine R. Gott, declare that:

I am employed in the County of Sacramento, State of California. I am over the age of eighteen years and am not a party to this action; my business address is 340 Palladio Parkway, Suite 535, Folsom, California 95630. My electronic service address is kgott@neashamlaw.com

On October 24, 2024, I served a copy of the foregoing document(s) described herein as **VERIFIED FIRST AMENDED COMPLAINT FOR DECLARATORY RELIEF AND DAMAGES; DEMAND FOR JURY TRIAL** on the interested party(ies) named below addressed as follows:

Angels Crossing LLC
c/o Donald Hale
3150 Wilshire Blvd, Suite 2722
Los Angeles, CA 90010

Angels Crossing LLC
c/o Secretary of State of California
1500 11th Street
Sacramento, CA 95814

(XX) (MAIL) I am readily familiar with my employer's business practice for collection and processing of correspondence for mailing with the United States Postal Service. By following ordinary business practice, I placed a true copy thereof enclosed in a sealed envelope for collection and mailing with the United States Postal Service where it would be deposited for first class delivery, postage fully prepaid, in the United States Postal Service that same day in the ordinary course of business.

Sarah G. Hartman, Esq.
Jeffer Mangels Butler & Mitchell LLP
3 Park Plaza, Suite 1100
Irvine, CA 92614-2592
SGHartman@jmbm.com
markadams@jmbm.com
clopez@jmbm.com

(XX) (ELECTRONIC) Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the documents to be sent to the person(s) at the e-mail addresses(es) listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on October 24, 2024, at Folsom, California.



Katherine R. Gott