

SUPERIOR COURT OF CALIFORNIA, COUNTY OF AMADOR

DATE: NOVEMBER 23, 2004
JUDGE: GLENN A. RITCHEY, JR.
CLERK: 10016

CASE NO. 04-CV-3246
REPORTER: T. SCHOENER
(DIAMOND)
BAILIFF: D. DAVIS
NXT. HRG: —

**COUNTY OF AMADOR
THE BOARD OF SUPERVISORS
OF THE COUNTY OF AMADOR**

MARTHA SHAVER, ACC

VS.

**CITY OF PLYMOUTH
CITY COUNCIL OF THE
CITY OF PLYMOUTH**

SCOTT SHAPIRO

**NO CASINO IN PLYMOUTH
JON COLBURN
DUEWARD W. CRANFORD, III**

KARA UEDA

VS.

**CITY OF PLYMOUTH
CITY COUNCIL OF THE
CITY OF PLYMOUTH**

SCOTT SHAPIRO

COURT'S RULING ON PETITION FOR WRITS OF MANDATE

(CCP §1085; PRC 21168.5)

9:02 A.M. Matter called. Martha Shaver, Assistant County Counsel, is present representing Petitioners, County of Amador, a political subdivision of the State of California, and The Board of Supervisors of the County of Amador. Scott Shapiro is present representing Respondent, City of Plymouth, a California Municipal Corporation, and the City Council of the City of Plymouth. Kara Ueda is present representing Petitioners/Plaintiffs No Casino in Plymouth, Jon Colburn and Dueward Cranford, III.

The Court commences with introduction of cases, which were consolidated in March 2004. The Court has read all pleadings and addresses same

As there are no objections, the Court directs Court's Exhibit #1, Municipal Services Agreement with attached Exhibits, to be marked and same is admitted into evidence.

In order to be specific as to what documentation the Court is considering as Court's Exhibit #1, it reads all attachments to the Municipal Services Agreement as follows:

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- Exhibit A: Document describing parcels (depicting number and size) that the Secretary of Interior will be purchasing on behalf of Indian Tribe (1 page)**
Exhibit B: Description of facilities to be built (1 page)
Exhibit C: Resolution of Limited Waiver of Sovereign Immunity by the Ione Band of Miwok Indians (3 pages)
Exhibit D: Correspondence by City of Plymouth (3 pages)
Exhibit F: Map of Portion of County of Amador

The Court notes that there are three additional Exhibits attached at the end of the aforementioned Exhibits as follows:

- Exhibit B: Letter from Jon Colburn to Plymouth City Council Members (3 pages)**
Exhibit C: Letter from attorney Stephen R. Zalkind dated February 20, 2004 re: Proposed Municipal Services Agreement (Special Meeting on February 20, 2004 – Agenda Item 2 (3 pages)
Exhibit D: Letter from attorney Stephen R. Zalkind dated October 9, 2003 re: Demand to Cure or Correct Violations of the Brown Act (Gov't Code §54960.1) (3 pages)

Mr. Shapiro clarifies that the last set of Exhibits (B, C, and D) are attachments to the Writ, not to the Municipal Services Agreement. Ms. Ueda believes the second set of Exhibits B, C and D were attachments from Petitioner/Plaintiff No Casino in Plymouth.

Discussion issues re: Administrative Record (which is contained in four (4) volumes).

The Court clarifies that it has neither seen nor read the entire Administrative Record in this matter. It has only seen the documents and excerpts of the record as reflected in pleadings, primarily in the Answer filed by Mr. Shapiro. The Court has not reviewed the volumes (as same were not offered) and has not considered the content in its decision. It is the Court's intention to rule upon the facts as argued and submitted, which it understood to be the issues in this matter.

After further comment, the Court confirms that Court's Exhibit #1 has been submitted with the attachments as discussed, and anything in the briefs that have been taken from the Administrative Record are received into evidence. With that understanding, the factual record is now complete.

The Court commences with its ruling (which also reflects its statement of decision) and how it determined same.

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As to Petitions for Writs of Mandate:

The Petitions for Writs of Mandate are granted and the Respondent is enjoined from the execution or implementation of the terms of the Municipal Services Agreement.

The Court notes that the problems with the Municipal Services Agreement are too pervasive for a severable order as requested on page 2 of the City of Plymouth brief. Accordingly, the Court directs Ms. Shaver to prepare the formal order and include its findings in same.

10:25 A.M. Court stands in recess.