

**MYLES LAW FIRM, INC.**

January 26, 2011

Donna Drogos, Division Chief  
Alameda County Health  
Care Services Agency  
Environmental Health Services  
1131 Harbor Bay Parkway, Suite 250  
Alameda, CA 94502-6577

Re: Status of Case No. RO 0000094 & Geotracker Global ID T0600100859  
Malibu Grand Prix, 8000 South Coliseum Way, Oakland, CA 94621

Dear Ms. Drogos:

This office represents Oakland Coliseum Joint Venture, LLC (“OCJV”) with respect to your letter dated January 12, 2011, sent to Mr. Robert Saunders, Oakland Alameda Coliseum. Mr. Saunders was a former employee of OCJV.

Please note that since July 1, 1998, OCJV has provided management services for the Oakland-Alameda County Coliseum Complex (the “Coliseum Complex”) under a Stadium Management Agreement with the Oakland Alameda County Coliseum Authority (the “Authority”). The Authority is a joint powers authority between the City of Oakland and the County of Alameda, the co-owners of the Coliseum Complex.

The services provided by OCJV under the Stadium Management Agreement include allowing the general public for a fee to park at the lot at 8000 South Coliseum Way (the “Malibu Lot”) during events held at the Coliseum Complex. The Malibu Lot is owned by the City of Oakland and/or the County of Alameda. Although it is included in the definition of “Stadium” under the Stadium Management Agreement, OCJV does not know if it is included in the Authority’s ground lease of the Coliseum Complex. However, OCJV’s services related to the Malibu Lot are limited to collecting the parking fees from event-goers as the agent of the Authority, and turning over the collected fees to the Authority. Accordingly, OCJV is not a responsible party for the Malibu Lot under 23 CCR section 2720.

Additionally, section 8.1(b) of the Stadium Management Agreement between OCJV and the Authority requires the Authority to indemnify, defend and hold harmless OCJV from and against any and all Losses arising from

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“(iii) the fact that prior to, as of, or after July 1, 1998 there is any condition on, above, beneath or arising from the premises occupied by the Complex that might, under any Law, give rise to liability or which would or may require any ‘response,’ ‘removal’ or ‘remedial action’ (as such terms are defined un the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act), unless such condition was caused by OCJV ...”

Since OCJV neither installed nor operated the two USTs, nor imported the fill material on the Malibu Lot, the Authority is required to assume all liability for the demands made in your letter dated January 12, 2011.

If you have any further questions regarding this issue, please do not hesitate to contact me.

Very truly yours,  
**Myles Law Firm, Inc.**

Elliott A. Myles, Esq.

cc: Deena McClain, Oakland-Alameda County Coliseum Authority, 7000 Coliseum Way,  
Oakland, CA 94621  
*Sent via e-mail to: dgmclain@gmail.com*

Leroy Griffin, Oakland Fire Department, 250 Frank H Ogawa Plaza, Ste. 3341,  
Oakland CA 94612-2032  
*Sent via e-mail to: lgriffin@oaklandnet.com*

Client