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NOT TO BE PUBLISHED IN THE OFFICIAL REPORTS

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION TWO

EDITH SAN JOSE, Plaintiff and Appellant, v. LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY et al., Defendants and Respondents.	B234317 (Los Angeles County Super. Ct. No. BC445978)

APPEAL from a judgment of the Superior Court of Los Angeles County. Ruth Ann Kwan, Judge. Affirmed.

Carpenter, Zuckerman & Rowley, John C. Carpenter and Maureen Johnson for Plaintiff and Appellant.

Law Offices of York & Wainfeld, James R. York; Greines, Martin, Stein & Richland, Martin Stein and Gary J. Wax for Defendants and Respondents.

* * * * * *

The trial court granted summary judgment in favor of defendants and respondents the Los Angeles County Metropolitan Transportation Authority (MTA) and Joseph Billingsley on the complaint filed by plaintiff and appellant Edith San Jose. Appellant alleged she was injured after being struck by an MTA bus driven by Billingsley. The trial court ruled that appellant's complaint was untimely, having been filed more than six months after the rejection of her government tort claim.

We affirm. The undisputed evidence showed that appellant filed her complaint more than six months after her claim was rejected. Contrary to appellant's effort to create a triable issue of fact, nothing in the applicable statutory scheme precluded the MTA from administering its claims handling through a third party, and evidence showing the third party's consistent rejection of claims did not indicate a constitutional violation.

FACTUAL AND PROCEDURAL BACKGROUND

Appellant's Tort Claim.

The MTA is a public entity. On January 12, 2010, appellant was crossing a street when she was struck by an MTA bus driven by MTA employee Billingsley. She retained counsel, who requested that all communication from the MTA be directed to him.

Through her counsel, appellant submitted a tort claim to the MTA that was received on February 16, 2010. The claim provided that appellant was hit by a bus while crossing at an intersection, and that as a result she suffered injury to her head, neck, shoulders and left side. On March 2, 2010, Hertz Claim Management (Hertz) mailed appellant's counsel a notice (Hertz notice) that her claim was rejected as of that date "by an authorized agent of the Board of Directors of the Los Angeles County Metropolitan Transportation Authority, [a] public corporation." The notice of rejection further provided, in all capital letters, that appellant had only six months from the date the notice

was mailed to file an action in court on the claim and directed her to Government Code section 945.6.[1] Appellant's counsel received the notice on March 8, 2010.

Since 1987, Hertz has operated as the third party administrator, evaluating a majority of the claims of the MTA and its predecessor. Neither Hertz nor its employees are employed by the MTA. Effective September 2006, Hertz began to operate pursuant to a fixed-price contract with the MTA (Hertz contract) that required it "to provide Public Liability/Property Damage (PL/PD) claims administration services for all pending Los Angeles County Metropolitan Transportation Authority (METRO) claims and new claims filed on or after September 1, 2006." The Hertz contract limited Hertz's authority to claims valued at less than $50,000. The MTA Board of Directors (MTA Board) approved the Hertz contract at a July 27, 2006 board meeting.

The MTA receives approximately 3,000 claims per year. Consistent with instructions from the MTA, Hertz typically rejects claims for bodily injury. In her over 20 years of experience, MTA claims administrator Nita Welch was aware of fewer than five times the MTA had accepted a claim.

No MTA employee was involved in the rejection of appellant's claim. Hertz claims examiner Krisztina Renaud, alone, made the determination to reject the claim the day after she received it. The rejection was unrelated to any determination of MTA's fault or the extent of appellant's injuries.

Pleadings and Summary Judgment.

Appellant filed her complaint for personal injury and property damage against the MTA and Billingsley[2] on September 22, 2010, specifically alleging that she either complied with the applicable claims statutes or was excused from compliance. The MTA

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[1] Unless otherwise indicated, all further statutory references are to the Government Code.

[2] Unless independent references are necessary, subsequent references to the MTA will include Billingsley.

answered, generally denying the allegations and asserting affirmative defenses, including the failure to comply with the claims provisions of the Government Code.

In March 2011, the MTA moved for summary judgment on the ground that appellant failed to file her complaint within six months of service of the rejection of her claim as required by section 945.6. In support of the motion the MTA submitted the declarations of Hertz senior claims examiner Renaud and Hertz claims assistant Lisa Oechsel, counsel's declaration, and a copy of appellant's claim and complaint.

Appellant opposed the motion. Among other arguments, appellant contended that authority to reject a claim was not properly delegated to Hertz in accordance with section 935.4. According to appellant, the Hertz notice did not constitute a valid rejection of her claim and, therefore, she had until six months after March 28, 2010—the date her claim was rejected by operation of law—to file her complaint. She further contended that the claims statute was unconstitutional as applied to her, because her evidence showed that the MTA had rejected all personal injury claims submitted during the past 23 years, a total of over 80,000 claims. In support of her opposition, she submitted deposition excerpts from MTA claims administrator Welch, Hertz claims examiner Renaud, Hertz unit supervisor Leesa Carberry and Hertz claims assistant Oechsel, and her own discovery responses. She also filed evidentiary objections to the declarations submitted by the MTA.

In reply, the MTA offered additional evidence, including a copy of the Hertz contract, effective September 2006; minutes from the July 27, 2006 MTA Board meeting approving the Hertz contract; the declaration of MTA director of general liability claims administration Welch; the declaration of bus driver Billingsley; and Renaud's supplemental declaration. It argued that the MTA had properly delegated claims administration authority to Hertz in accordance with the Public Utilities Code. Appellant objected to the MTA's submission of further evidence. On June 6, 2011, the trial court issued a tentative ruling granting the motion, but continued the hearing to permit both parties to file supplemental briefing. It reasoned that the MTA met its threshold burden on summary judgment to show that appellant's complaint was untimely, and it overruled

appellant's objection to the supplemental evidence, explaining that the MTA had no reason to address the issue of Hertz's authorization in its moving papers because appellant did not specifically allege the lack of authorization in her complaint. In addition to her brief, appellant also filed supplemental evidentiary objections and offered Billingsley's deposition excerpts which indicated that the MTA found him at fault for appellant's accident and terminated him.

Following a June 20, 2011 hearing, the trial court granted the motion. It ruled that the MTA met its threshold burden to show was no triable issue of fact as to whether appellant filed her complaint more than six months after her claim was rejected. It further ruled that appellant failed to meet her burden to establish a triable issue of fact as to whether her complaint was timely filed, construing the Government Code and the Public Utilities Code as allowing the MTA to contract with a third party for claims administration. Finally, it concluded that appellant failed to raise a triable issue concerning the constitutionality of the claims statutes as applied by the MTA, reasoning that appellant would have had full access to the courts had she satisfied the statutory time frames. The trial court overruled all evidentiary objections.

Appellant appealed from the judgment entered in favor of the MTA.

DISCUSSION

On appeal, appellant renews two arguments she raised below. She contends that the statutory scheme governing the claims procedures does not permit the MTA to contract with a third party for claims administration, and alternatively, that the evidence established a triable issue of fact as to whether the claims procedures as implemented violated her constitutional rights. We find no merit to her contentions.

I. Standard of Review.

Summary judgment is properly granted when no triable issue exists as to any material fact and the moving party is entitled to judgment as a matter of law. (Code Civ. Proc., § 437c, subd. (c).) A defendant moving for summary judgment meets "his or her

burden of showing that a cause of action has no merit if that party has shown that one or more elements of the cause of action . . . cannot be established, or that there is a complete defense to that cause of action." (Code Civ. Proc., § 437c, subd. (p)(2).) Once the moving defendant has met its initial burden, "the burden shifts to the plaintiff . . . to show that a triable issue of one or more material facts exists as to that cause of action or a defense thereto." (*Ibid*.)

We review the trial court's grant of summary judgment de novo, independently evaluating the correctness of the trial court's ruling and applying the same legal standards as the trial court. (*Wiener v. Southcoast Childcare Centers, Inc.* (2004) 32 Cal.4th 1138, 1142; *Aguilar v. Atlantic Richfield Co.* (2001) 25 Cal.4th 826, 843–857.) Issues of statutory and constitutional interpretation likewise raise pure questions of law, subject to independent appellate review. (*American Civil Rights Foundation v. Los Angeles Unified School Dist.* (2008) 169 Cal.App.4th 436, 448; *Slocum v. State Bd. of Equalization* (2005) 134 Cal.App.4th 969, 974.)

II. The Trial Court Properly Granted Summary Judgment.

A. The Undisputed Evidence Showed That Appellant's Complaint Was Untimely.

Harmonizing the applicable provisions of the Government Code and the Public Utilities Code, the trial court concluded that appellant failed to file her complaint within six months after the MTA rejected it, specifically finding that nothing precluded the MTA's delegation of claims administration to a third party.

It was undisputed that the MTA is a public entity. (See generally *Breda Costruzioni Ferroviarie v. Los Angeles County Metropolitan Transportation Authority* (1997) 56 Cal.App.4th 1433, 1437.) Under the California Tort Claims Act (§ 810 et seq.) (Act), liability against a public entity must be based on statute. (§ 815, subd. (a); *Guzman v. County of Monterey* (2009) 46 Cal.4th 887, 897; *Miklosy v. Regents of University of California* (2008) 44 Cal.4th 876, 899–900.) The timeliness of an action against a public entity is governed by the statute of limitations set forth in the Act—not the limitations

periods applicable to private defendants. (*County of Los Angeles v. Superior Court* (2005) 127 Cal.App.4th 1263, 1267 (*County of Los Angeles*).)

The *County of Los Angeles* court summarized the statutory time frames relevant here: "Under the Act, no person may sue a public entity or public employee for 'money or damages' unless a timely written claim has been presented to and denied by the public entity. [Citations.] A claim pertaining to a cause of action for personal injury must be filed within six months after the cause of action accrues. [Citations.] With certain exceptions, an action against a public entity on a cause of action for which a claim must be presented must be commenced 'not later than six months' after written notice rejecting the claim is delivered to the claimant personally or deposited in the mail. [Citation.] If the public entity deposits written notice of rejection in the mail, the six-month limitations period within which to file suit applies regardless of whether notice is actually received. [Citation.]" (*County of Los Angeles v. Superior Court, supra,* 127 Cal.App.4th at pp. 1267–1268.)

Here, the undisputed evidence established that appellant's accident occurred on January 12, 2010. It was likewise undisputed that she satisfied the Act's first applicable time limit, filing her claim on February 10, 2010. (See § 911.2, subd. (a) [personal injury claims must be presented within six months after accrual of the cause of action].)

Once a public entity receives a timely claim, it must either approve or reject it within 45 days and provide written notice to the claimant. (§§ 912.4, 912.6, 913.) Section 913 specifies the required content of the written notice of any action taken pursuant to section 912.6 or of any inaction that is deemed a rejection under section 912.4, including the warning that a court action must be filed within six months from the date the notice was personally delivered or deposited in the mail; it also directs that notice be given in the manner prescribed by section 915.4. (§ 913, subd. (a).) Section 915.4, subdivision (a), in turn, requires notice be given either by personal delivery to the claimant; by mailing notice to the address, if any, stated in the claim as the address to which the claimant desires notices to be sent; or by mailing the notice to the address, if any, of the claimant as stated in the claim.

The MTA offered evidence establishing that Hertz, acting on behalf of the MTA, received appellant's claim and, on March 2, 2010, mailed to appellant's attorney a rejection letter by certified mail, with return receipt requested. Appellant's claim, itself, had identified her attorney, and he later sent a letter to the MTA requesting that all communications be directed to him exclusively. The Hertz letter contained a warning that appellant had six months from the date the notice was mailed to file a court action on her claim. The MTA's evidence further showed that appellant received the Hertz letter on March 5, 2010.

"Government Code section 945.6 requires that suit be brought against a public entity no later than six months after the public entity that receives a claim rejects it and issues a warning pursuant to section 913. [Citation.]" (*Roberts v. County of Los Angeles* (2009) 175 Cal.App.4th 474, 478–479, fn. omitted; accord, *Martell v. Antelope Valley Hospital Medical Center* (1998) 67 Cal.App.4th 978, 982.) The evidence was undisputed that appellant's complaint was filed on September 22, 2010, more than six months following the March 2, 2010 Hertz letter. We agree with the trial court that this evidence satisfied the MTA's threshold burden to show that appellant's complaint was untimely under the Act. (See *County of Los Angeles, supra*, 127 Cal.App.4th at pp. 1267–1268.)

Appellant maintains she demonstrated a triable issue of fact as to the timeliness of her complaint, asserting that the Hertz letter was not a proper rejection of her claim. (See § 945.6, subd. (a)(2) [if notice is not given in accordance with § 913, the claimant may file an action in court within two years from the date of accrual].) Specifically, she contends that Hertz was not statutorily authorized to reject her claim. She relies on section 912.6, which provides in pertinent part how the public entity's "board" may act on a claim: "(a) In the case of a claim against a local public entity, the board may act on a claim in one of the following ways: [¶] (1) If the board finds the claim is not a proper charge against the public entity, it shall reject the claim. [¶] (2) If the board finds the claim is a proper charge against the public entity and is for an amount justly due, it shall allow the claim. [¶] (3) If the board finds the claim is a proper charge against the public entity but is for an amount greater than is justly due, it shall either reject the claim or

allow it in the amount justly due and reject it as to the balance. [¶] (4) If legal liability of the public entity or the amount justly due is disputed, the board may reject the claim or may compromise the claim." (See also § 912.4, subd. (a) ["The board shall act on a claim in the manner provided in Section 912.6, 912.7 or 912.8 within 45 days after the claim has been presented"]; § 945.4 ["no suit for money or damages may be brought against a public entity on a cause of action for which a claim is required to be presented . . . until a written claim therefor has been presented to the public entity and has been acted upon by the board, or has been deemed to have been rejected by the board"].)

As defined in section 900.2, subdivision (a) "'[b]oard'" means "[i]n the case of a local public entity, the governing body of the local public entity." In addition to allowing board action, the Government Code permits a public entity to delegate the duties of resolving claims to an employee via an ordinance or resolution. (§ 935.4; see Cal. Government Tort Liability Practice (Cont.Ed.Bar 1992) § 6.62, pp. 715–716.)

Appellant contends there was a triable issue of fact as to whether the Act's six-month time limit in section 945.6 was triggered by the Hertz letter because the evidence showed Hertz was not the board or governing body of the MTA, nor one of its employees, and thus she had two years from the date of accrual to file her complaint. (§ 945.6, subd. (a)(2).) But in addition to the Government Code, the MTA is also governed by the Public Utilities Code. (See Pub. Util. Code, §§ 30001, 31000; *Kajima/Ray Wilson v. Los Angeles County Metropolitan Transportation Authority* (2000) 23 Cal.4th 305, 314.) The Public Utilities Code expressly authorizes the MTA Board to delegate its duties by contract, providing: "The board may contract and take any and all actions and proceedings and do any and all other things necessary to carry out the purposes of this part." (Pub. Util. Code, § 30253; see also Pub. Util. Code, § 30258 ["The board may contract for or employ any professional services required by the district or for the performance of work or services for the district which, in the opinion of the board, cannot satisfactorily be performed by the officers or employees of the district], § 30530 ["The district may make contracts and enter into stipulations of any nature whatsoever, . . . including, without limiting the generality of the foregoing, contracts

. . . to do all acts necessary for, incidental to, or convenient for the full exercise of the powers granted in this part"], § 30531 ["The district may contract with any department or agency of the United States of America or of the State of California or with any public or private corporation upon such terms and conditions as the directors find is for the best interests of the district"].)

The undisputed evidence showed that the MTA Board entered into a contract with Hertz for the administration of its general liability claims valued at less than $50,000, approving the contract via a motion at a regular board meeting. (See Pub. Util. Code, § 30273, subd. (a) [acts of the board may be expressed by motion, resolution or ordinance].) The Hertz contract codified the role Hertz had served for the MTA and its predecessors since 1987. Hertz has consistently operated as the MTA's claim administrator under the written agreement since 2006.

The validity of this arrangement hinges on the construction of Public Utilities Code section 30670, which specifically addresses claims for money or damages and provides: "All claims for money or damages against the district are governed by Part 3 (commencing with Section 900) and Part 4 (commencing with Section 940) of Division 3.6 of Title 1 of the Government Code except as provided therein, or by other statutes or regulations expressly applicable thereto." While appellant asserts that this provision requires us to look exclusively to the Government Code to determine whether the MTA was authorized to contract out its claims administration duties, the MTA maintains that the final clause of the statute requires us to harmonize the Act's claims procedures with the Public Utilities Code's multiple provisions permitting the contractual delegation of duties. Applying established principles of statutory construction, we agree with the trial court that the MTA's construction is more reasonable.

"The rules governing statutory interpretation are well settled. We begin with the fundamental principle that '[t]he objective of statutory construction is to determine the intent of the enacting body so that the law may receive the interpretation that best effectuates that intent. [Citation.]' [Citation.] To ascertain that intent, 'we turn first to the words of the statute, giving them their usual and ordinary meaning. [Citations.]'

[Citation.] The statute's every word and clause should be given effect so that no part or provision is rendered meaningless or inoperative. [Citations.] A statute is not to be read in isolation, but construed in context and '"with reference to the whole system of law of which it is a part so that all may be harmonized and have effect. [Citations.]"' [Citation.] 'If the statutory language is unambiguous, "we presume the Legislature meant what it said, and the plain meaning of the statute governs." [Citations.]' [Citations.]" (*Koszdin v. State Comp. Ins. Fund* (2010) 186 Cal.App.4th 480, 487–488; accord, *Neily v. Manhattan Beach Unified School Dist.* (2011) 192 Cal.App.4th 187, 192 ["The various parts of a statute, or of a statutory scheme, must be harmonized by considering a particular clause or section in the context of the statutory framework as a whole"].) "An interpretation that renders related provisions nugatory must be avoided [citation]; each sentence must be read not in isolation but in the light of the statutory scheme [citation]; and if a statute is amenable to two alternative interpretations, the one that leads to the more reasonable result will be followed [citation]." (*Lungren v. Deukmejian* (1988) 45 Cal.3d 727, 735.)

Harmonizing the relevant provisions of the Government Code and the Public Utilities Code, we conclude that a more reasonable construction of Public Utilities Code section 30670 allows for the MTA to contract with a third party claims administrator. While the statute directs that claims are to be governed by the Act, it expressly allows for the application of other statutes or regulations. (Pub. Util. Code, § 30670.) Correspondingly, nothing in the Government Code precludes the application of other statutes in determining the validity of the "board" action required by section 912.6 and related provisions. Indeed, the enactment of section 912.6 preceded the enactment of the Public Utilities Code provisions relating to the MTA's ability to contract. (Compare § 912.6, added by Stats. 1963, ch. 1715, p. 3372, § 1, with Pub. Util. Code, § 30258, added by Stats. 1964, 1st Ex. Sess., ch. 62, p. 208, § 1 & Pub. Util. Code, § 30530, added by Stats. 1964, 1st Ex. Sess., ch. 62, p. 215, § 1.) The Legislature is deemed to be aware of existing statutes and we presume it acts in light of the law in effect at the time. (*Shirk v. Vista Unified School Dist.* (2007) 42 Cal.4th 201, 212.) Thus, if the Legislature had

intended to limit the MTA's ability to contract for the performance of its board duties, it could have expressly excluded from the Public Utilities Code the delegation of claims handling procedures. It did not. Instead, it enacted broad provisions, enabling the MTA Board to "contract for or employ any professional services required by the district" (Pub. Util. Code, § 30258) and to "make contracts . . . to do all acts necessary for, incidental to, or convenient for the full exercise of the powers granted in this part" (Pub. Util. Code, § 30530). Against this backdrop, we construe the qualifying provision in Public Utilities Code section 30670 to refer to "other statutes" in the Public Utilities Code relating to the MTA's ability to contract.

Construing that provision in the limited manner advocated by appellant would be unreasonable. Restricting the phrase "other statutes or regulations expressly applicable thereto" in Public Utilities Code section 30670 to mean only the Government Code or other provisions directed to claims administration would require us to infer that the statutes relating to the MTA's ability to contract must be read to exclude contracts for claims handling procedures, which is a construction contrary to the language of the Public Utilities Code. "It is our task to construe, not to amend, the statute. 'In the construction of a statute . . . the office of the judge is simply to ascertain and declare what is in terms or in substance contained therein, not to insert what has been omitted or omit what has been inserted . . . .' [Citation.] We may not, under the guise of construction, rewrite the law or give the words an effect different from the plain and direct import of the terms used. [¶] 'We must assume that the Legislature knew how to create an exception if it wished to do so . . . .' [Citation.]" (*California Fed. Savings & Loan Assn. v. City of Los Angeles* (1995) 11 Cal.4th 342, 349.)

In sum, we conclude that a reasonable and common sense construction of the Government Code and the Public Utilities Code—one that harmonizes the statutory schemes and gives effect to the language selected by the Legislature—provides that the MTA may contract for the provision of claims administration services. Accordingly, the Hertz letter sufficed as a rejection of appellant's claim under section 913, thereby

triggering the six-month limitations period in section 945.6. Because appellant did not file her complaint within that six-month time frame, her complaint was untimely.

B. The Undisputed Evidence Failed to Show That the MTA's Claims Administration Procedures Were Unconstitutional as Applied.

In opposition to summary judgment, appellant offered evidence that, pursuant to instructions from the MTA, it is Hertz's practice to reject all claims for bodily injury. Hertz unit supervisor Carberry testified:

"A. [CARBERRY] All—valid claims—all claims that are filed are accepted. We make a determination whether they're to be rejected. If it's a bodily injury claim, they're rejected.

"Q. [COUNSEL] Why?

"A. [CARBERRY] To limit the statute.

"Q. [COUNSEL] Even for—even for claims where the MTA is conceding being at fault?

"A. [CARBERRY] Correct."

After explaining that Hertz conducts an analysis of each claim, Carberry continued:

"Q. [COUNSEL] Okay. So in—so there is an analysis, and even if—even if the claim is reasonable and even if MTA is at fault, under the analysis the claim is still rejected?

"A. [CARBERRY] Correct.

"Q. [COUNSEL] Okay, and why is that?

"A. [CARBERRY] To limit the statute."

Carberry further responded "Correct" to the question "But 100 percent of all bodily injury claims are rejected, correct?"

Appellant contends that this evidence, at a minimum, created a triable issue of fact as to whether the MTA's claims administration procedures as applied violated her constitutional rights to equal protection and due process, as well as her rights under article III, section 5 of the California Constitution providing that "[s]uits may be brought against the State in such manner and in such courts as shall be directed by law."

It is well settled that the power of the Legislature to control governmental tort liability is broad, limited by the principles that such power must be exercised reasonably and not arbitrarily. (*Reed v. City & County of San Francisco* (1965) 237 Cal.App.2d 23, 24; *Flournoy v. State of California* (1964) 230 Cal.App.2d 520, 523–524.) Consequently, "the California authorities have unanimously upheld the constitutionality of the claims statute and concluded that the statutory requirement for presenting claims to a public entity before suit may be brought does not violate the constitutional guarantees of due process or equal protection of laws [citations]." (*Stanley v. City and County of San Francisco* (1975) 48 Cal.App.3d 575, 582; accord, *Tammen v. County of San Diego* (1967) 66 Cal.2d 468, 481; *Tsingaris v. State of California* (1979) 91 Cal.App.3d 312, 315; *Carr v. State of California* (1976) 58 Cal.App.3d 139, 143–144.)

As summarized in *Carr v. State of California, supra,* 58 Cal.App.3d at page 143: "[W]here, as in California, the right to bring suit against the state is granted (Cal. Const., art. III, § 5), the state may impose conditions as a prerequisite to the commencement of the action against it and place limitations upon the enforcement of such action [citation]. . . . [T]he claims statute defines with precision and clarity the respective rights and duties of both the individual claimants and public entities and, therefore, cannot be said to be unreasonable, arbitrary or vague so as to be subject to constitutional attack on due process grounds [citation]." The *Carr* court likewise explained the basis for the rejection of an equal protection challenge, as "the classification made between governmental and non-governmental tort victims does have a fair and substantial relation to the object of the legislation, promotes a number of legitimate state interests and is thus in full conformity with the constitutional precepts of equal protection [citation]." (*Ibid*.)

In view of these principles, we cannot conclude that appellant's evidence of the MTA's and Hertz's consistent denial of claims valued at less than $50,000 raised a triable issue as to the constitutionality of the claim requirements. Rejecting a comparable due process challenge, the court in *Stanley v. City and County of San Francisco, supra,* 48 Cal.App.3d at page 580 determined that the plaintiffs who failed to file an action within six months after the timely rejection of their claim "may not invoke the constitutional

precept of due process in an attempt to avoid the result of their own inadvertence and neglect in complying with clearly phrased and reasonable legislation." Also rejecting the plaintiffs' equal protection challenge, the *Stanley* court stated that "the classification made between governmental and nongovernmental tort victims may be said to have a fair and substantial relation to the object of the legislation and to promote a number of legitimate state interests." (*Id.* at p. 581.)

We find no merit to appellant's contention that she presented a valid constitutional challenge because the policy of rejecting all claims valued at less than $50,000 serves no legitimate purpose. The claim presentation requirement serves multiple valid purposes: It provides the public entity prompt notice of a claim to enable it to investigate in a timely manner; it allows the public entity an opportunity to resolve the matter without the necessity of litigation; it enables the public entity to take account of the claim in making advance fiscal preparations; and it affords the public entity an opportunity to correct the conditions or practices giving rise to the claim. (*Munoz v. State of California* (1995) 33 Cal.App.4th 1767, 1776; *Stanley v. City and County of San Francisco, supra,* 48 Cal.App.3d at p. 581.) These purposes must be considered, however, in view of the "[t]he intent of the Tort Claims Act . . . not to expand the rights of plaintiffs against governmental entities. Rather, the intent of the act is to confine potential governmental liability to rigidly delineated circumstances. [Citation.]" (*Munoz v. State of California, supra,* at p. 1776.)

Here, as in *Stanley,* appellant's inability to litigate her claim on the merits was the result of her filing her complaint in an untimely manner—not any due process violation. (*Stanley v. City and County of San Francisco, supra,* 48 Cal.App.3d at p. 580.) Further, given that the policies behind the claim requirement are designed solely to benefit the public entity, we cannot say that the MTA's practice to reject claims valued at less than $50,000 serves no legitimate purpose. Here, rejecting appellant's claim enabled the MTA to account for the value of the claim in its fiscal planning, and the evidence showed that it permitted the MTA to correct the conditions that led to the accident, terminating Billingsley's employment. Accordingly, we find no evidence of any constitutional

violation sufficient to establish a triable issue of material fact precluding summary judgment.

DISPOSITION

The judgment is affirmed. The MTA is entitled to its costs on appeal.

NOT TO BE PUBLISHED IN THE OFFICIAL REPORTS.

_____, J.

DOI TODD

We concur:

_____, P. J.

BOREN

_____, J.

ASHMANN-GERST