



DECLARATION OF CLIFTON WADE ALBRIGHT

I, Clifton Wade Albright, declare as follows:

1. I am an attorney licensed to practice in the State of California, State Bar No. 100020, and a partner in the law firm of Albright, Yee & Schmit, 888 West 6<sup>th</sup> Street, 14<sup>th</sup> Floor, Los Angeles, California 90017. I was admitted to the State Bar of California on December 1, 1981, having graduated from Loyola Law School in Los Angeles, California.
2. During the year 2006, I was hired by the City of Bell, California, to give legal advice regarding municipal law, contracts, and any legal problems which might arise in the City. As part of my duties, I became familiar with the new Charter of the City of Bell which was adopted on January 3, 2006. I did not personally write the Charter or participate in the writing.
3. I have attached a copy of the Charter of the City of Bell to this declaration [See Exhibit A]. → R20
4. While acting as legal counsel to the City of Bell, I became aware that section 519 of the Charter may have been interpreted to require that every contract, contract for employment, contract for services, and essentially all contractual obligations be approved by the City Council.
5. I also noticed that the second paragraph of section 519 allowed the City Council to authorize the Chief Administrative Officer ["CAO"] to bind the City, with or without a written contract, for the acquisition of equipment, materials, supplies, labor, services, or other items included within the budget approved by the City Council. It concerned me that Robert Rizzo, the Chief Administrative Officer, assumed the power under paragraph two of section 519 without a formal ordinance or resolution passed by the City Council.
6. My law firm developed and wrote Resolution No. 2006-42, entitled "Resolution of the City Council of Bell Implementing Section 519 of the Bell City Charter Pertaining to

Acquisition of Labor or Service Contracts." A copy of Resolution No. 2006-42 is attached as Exhibit B.

7. Paragraph number one of Resolution 2006-42 authorizes the CAO to bind the City of Bell, by a written contract for the acquisition of labor or services included within the budget approved by the Bell City Council.

8. Paragraph number two simply required that the CAO go through a bidding process for any public works exceeding \$25,000 and regulates contracts for public works.

9. Paragraph number three of Resolution 2006-42 simply states that the CAO may not enter into any written contract for services by any person already employed at the City of Bell at a regular salary.

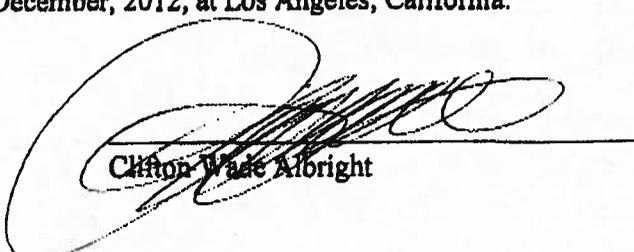
10. On July 31, 2006, it was explained to the City Council that the resolution delegated to the CAO the power to contract for services, labor, and all contractual obligations with several exceptions. As I stated, paragraph two of the resolution excludes public works contracts in excess of \$25,000 which had to be run through a bidding process, and paragraph three prohibited, without City Council approval, additional contractual services to be added to persons who are already employed by the City of Bell.

11. I specifically remember questions from City Councilman George Mirabal and City Councilwoman Teresa Jacobo. I also believe that the Resolution was written in plain English.

12. The City Council voted unanimously to approve the Resolution.

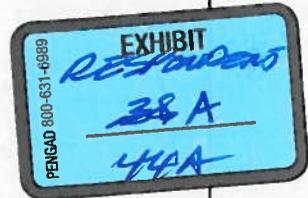
I declare under penalty of perjury the foregoing to be true and correct.

Dated this 14<sup>th</sup> day of December, 2012, at Los Angeles, California.



Clinton Wade Albright

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PETER H. MIXON, GENERAL COUNSEL  
WESLEY E. KENNEDY, SENIOR STAFF COUNSEL, SBN 99369  
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM  
Lincoln Plaza North, 400 "Q" Street, Sacramento, CA 95811  
P.O. Box 942707, Sacramento, CA 94229-2707  
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Attorneys for Petitioner California  
Public Employees' Retirement System

BOARD OF ADMINISTRATION

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

In the Matter of the Statement of Issues  
Against:

PIER'ANGELA SPACCIA,  
Respondent,  
and  
CITY OF BELL,  
Respondent.

)  
)  
) CASE NO. 2011-0789  
) OAH NO. 2012020198  
)  
) CALPERS' OBJECTION MOTION  
) TO DECLARATION OF CLIFTON  
) WADE ALBRIGHT, ESQ. AND  
) HARLAND W. BRAUN, ESQ.  
)  
) Hearing Date: December 27-28, 2012  
) Hearing Location: Orange  
) Time: 9:00 a.m.  
)  
)

The California Public Employees' Retirement System (CalPERS), hereby  
requests a ruling excluding the proffered testimony of Clifton Wade Albright, Esq. and  
Harland Braun, Esq. as improper opinion and/or irrelevant.

I.

INTRODUCTION

The issues in this proceeding are (1) whether the remuneration paid Pier'Angela  
Spaccia's (Spaccia) by the City of Bell qualifies as "compensation earnable" for

1 purposes of calculating her pension benefit under the Public Employees Retirement  
2 Law (PERL), and (2) whether the purchase of additional retirement service credit  
3 (ARSC), paid directly and entirely by the employer, rather the member, is improper and  
4 must be rescinded.

5 On December 18, 2012, less than 10 days before the continued hearing in this  
6 matter, Ms. Spaccia served an affidavit, pursuant to Government Code section 11514,  
7 purporting to be that of a member of a firm that at one time represented the City of Bell.  
8 The affidavit purports to attest that someone in the affiant's firm drafted a resolution for  
9 the City granting the Chief Administrative Officer unilateral authority to enter into  
10 exorbitant employment agreements, including that of Ms. Spaccia, without review or  
11 consent of the City Council (no less the public.) This request must be stricken and not  
12 received for any purpose. It is not in compliance with express requirement of  
13 Government Code section 11514.

14 Even, if received by the court, it should not be admitted for any purpose, in that:

- 15 (1) It constitutes inadmissible hearsay;  
16 (2) it is not relevant to the issues before this court;  
17 (3) it consists of improper opinion testimony.

18 II

19 **SPACCIA'S SUBMISSION FAILS TO MEET THE REQUIREMENTS OF § 11514**

20 Government Code § 11514 provides, in pertinent part:

21 "At any time 10 or more days prior to a hearing or a  
22 continued hearing, any party may mail or deliver to the opposing  
23 party a copy of any affidavit which he proposes to introduce in  
24 evidence, together with a notice as provided in subdivision (b).

25 Mr. Albright's declaration was not delivered "10 or more days, prior to a hearing  
or continued hearing." Accordingly it cannot be received for any purpose under

1 Section 11514.

2 Mr. Spaccia's request that the court disregard her failure to comply with the  
3 provisions of the Section 11514, based on asserted "good cause" also fails. There is  
4 not a good cause exception to the specific and express requirements to section 11514.  
5 Even if such an exception did exist, Spaccia has failed to establish facts to support a  
6 finding of good cause for her late delivery of the affidavit. In his declaration in support  
7 of the claim for good cause, Mr. Braun, concedes that he was aware of the purported  
8 testimony "for years" and that he had been in discussion with the affiant for months.  
9 (Dec. Braun, pp. 3-4, ¶¶ 5.) Further, he states that "we" (presumably his office)  
10 received the document on December 14, 2012, but did nothing for the next three days  
11 to deliver it to CalPERS or the City. (Dec. of Braun, p. 4., ¶ 10.)

12 Accordingly, the affidavit should not be rejected and not received for any  
13 purpose. CalPERS and/or more probably the City of Bell will require cross examination  
14 of Mr. Albright which may necessitate further time to procure and provide rebuttal  
15 testimony, necessitating a further continuance of this proceeding. In addition, to the  
16 failure to comply with the proper procedural requirements, and apparent lack of  
17 relevancy to the issues in this case, and the potential need for additional time to rebut  
18 the assertions made in the affidavit, CalPERS requests that it be denied admission as  
19 being irrelevant. (Evid. Code § 352; Gov't Code § 11513, subd. (c),(f).)

20 III

21 **THE PROFFERED AFFIDAVIT IS IRRELEVANT TO THE ISSUE BEFORE THIS**  
22 **COURT AND IF RELEVANT WOULD CONSTITUTE IMPROPER OPINION**  
23 **TESTIMONY**

23 (a) The affidavit consists of Improper and Irrelevant Opinion Testimony.

24 A lay witness may testify in the form of an opinion, but only as to those matters  
25 permitted by law and which are based on the witnesses' own personal knowledge and

1 which would be helpful to a clear understanding of the witnesses' testimony. (Evid.  
2 Code §800, subd. (a), (b).) However, such testimony may not be based on facts made  
3 known to the witness by others. (*Stuart v. Dotts* (1949) 89 Cal.App.2d 682, 637.)  
4 Nor may such a witness testify in the form of an opinion "interpreting such relationships  
5 as employment or agency and such issues as authority, control, or the existence of a  
6 contract when such matters are at issue." (See, Heafey, California Trial Objections (8<sup>th</sup>  
7 ed., 2000), §20.3, p. 209, citing, *Parker v. Otis* (1900) 130 Cal. 322; regarding  
8 "delegation of authority"; *People v. Ware* (1924) 67 Cal.App. 81, regarding issues of  
9 control.)

10 The proffered testimony in both Mr. Albright's and Mr. Braun's declarations  
11 consist almost entirely to legal impressions and interpretation of a referenced  
12 resolution or matters which they are merely offering their opinion and conjecture. AS  
13 to the former, such evidence has been is universally disfavored and avoided.  
14 (*Summers v. Gilbert* (1999) 69 Cal.App.4<sup>th</sup> 1155, held improper, admission of  
15 attorney's testimony offered to provide his opinions regarding such matters  
16 *nondelegable duty*, negligent *hiring* of an incompetent contractor; and doctrine of  
17 *respondent superior*, *Carter v. City of Los Angeles* (1945) 67 Cal.App.2d 524, 528, "[It  
18 is thoroughly established that experts may not give opinions on matters which are  
19 essentially within the province of the court to decide.]<sup>1</sup>

20  
21 "As a general rule, an expert witness may not give his opinion on a question of  
22 domestic law or on matters which involve questions of law... an expert may not  
testify as to such questions of law as the interpretation of a statute, an ordinance  
or municipal code, administrative rules and regulations or case law, or the  
legality of conduct." (underlining added.)

23 (31A Cal.Jur.3d, Evidence, §623, p. 211 See also, 32 C.J.S., Evidence §634.)

24  
25 <sup>1</sup> *Sheldon Appel Co. v. Albert & Oliker* (1989) 47 Cal.3d 863; See also accord *L.A. Teachers Union v. L.A. City Bd. of Ed.* (1969) 71 Cal.2d 551, 556.

1 Even though it may involve a question of fact, matters concerning the  
2 interpretation of law, including interpretation of statutes and written agreements are  
3 considered questions of law, and not subject to expert testimony (*Kahn v. East Side*  
4 *Union High School* (2003) 31 Cal.4<sup>th</sup> 990.) In *Summers, supra*, the court took extreme  
5 exception to the trial court's denial of a motion *in limine* which resulted in the admission  
6 of plaintiff's legal expert opinion based on plaintiff's assertion that the testimony would  
7 only be offering "a factual opinion based on the evidence made known to [the attorney]  
8 and his understanding of California Law."

9 The court *Summer* cited with approval the decision in *Downer v. Bramet*  
10 (1984) 152 Cal. App. 3d 837, 839-842, which held that the trial court properly  
11 excluded testimony by attorneys which included matters of law, stating:

12 ". . . The cited rule [ultimate issue] does not, however, authorize an  
13 'expert' to testify to legal conclusions in the guise of expert opinion. *Such*  
14 *legal conclusions do not constitute substantial evidence. The*  
*manner in which the law should apply to particular facts is a legal*  
*question and is not subject to expert opinion. (emphasis supplied.)*

15 The same proscription applied to interpretation of law also applies to testimony  
16 offered as to the meaning and effect of contracts and other written agreements.

17 (*Cooper Companies v. Transcontinental Ins. Co.* (1995) 31 Cal. App. 4th 1094,  
18 1100; accord, *Devin v. United Services Auto. Assn.* (1992) 6 Cal. App. 4th 1149, 1158,  
19 fn. 5.)

20 "Our Supreme court long ago established [t]he interpretation of a written  
21 instrument, even though it involves what might properly be called questions of  
22 fact, is essentially a judicial function to be exercised according to the  
generally accepted canons of interpretation ... It is therefore solely a judicial  
function to interpret a written instrument unless the interpretation turns upon the  
credulity of extrinsic evidence..."

23 (*Morrow v. Los Angeles Unified School District* (2007) 149 Cal.App.4<sup>th</sup> 1424, 1445-  
24 1446, internal citations omitted.)

1 In *Marx & Co., Inc. v. Diners' Club, Inc.*, *supra*, 550 F.2d 505, the plaintiffs  
2 brought suit claiming the defendant engaged in securities fraud and breached its  
3 contractual obligation to register stock received by plaintiffs. A primary issue at trial  
4 was whether the defendant breached its contractual obligation to use its best efforts to  
5 register the plaintiffs' stock. (*Id.* at p. 506.) The appellate court held that the trial court  
6 erred in allowing even a lawyer-witness to testify concerning his conclusions as to the  
7 legal significance of various facts adduced at trial. The court found:

8 "[S]uch testimony 'amounts to no more than an expression of the [witness's]  
9 general belief as to how the case should be decided.' The admission of such  
10 testimony would give the appearance that the court was shifting to witnesses the  
11 responsibility to decide the case. It is for the jury to evaluate the facts in the light  
12 of the applicable rules of law, and it is therefore erroneous for a witness to state  
13 his opinion on the law of the forum." (*Ibid.*, *emphasis added.*) The Court of  
14 Appeal finally concluded that the expert witness "was advocating, not testifying.  
15 In essence, cloaked with the impressive mantle of 'expert,' [the witnesses] made  
16 plaintiffs' closing argument from the witness stand. This is a misuse of expert  
17 witnesses, and renders his testimony inadmissible under Evidence Code section  
18 801." (*emphasis added.*)

19 In this case, the proffered testimony of Mr. Albright, relates almost entirely to his  
20 impressions and interpretations of The City of Bell Charter (Declaration of Albright, p. 1  
21 ¶ 4) and City of Bell, Resolution 2006-42 (*id.*, at p. 1-2, ¶¶ 6-10.) It also appears that  
22 Albright may not have drafted the resolution nor may have personal knowledge of what  
23 transpired at the July 31, 2006 City Council meeting. The proffered testimony of Mr.  
24 Albright is inadmissible for any purpose, even as administrative hearsay. Similarly, the  
25 declaration of Mr. Braun's declaration, specifically paragraphs 2 and 4 must be  
excluded as improper opinion and paragraphs 5, the last sentence in paragraphs 6 and  
8, on the grounds that the declarant lacks apparently lacks personal knowledge and is  
simply stating his speculation.

1 (b) The Proffered Evidence Is Not Relevant To Any Issue In This Case.

2 In order to be relevant, evidence must have some probative value. (Evid. Code  
3 § 210.) The Proffered testimony consisting of only improper and inadmissible opinion  
4 testimony as to his interpretation of the subject resolution is not probative of the  
5 meaning or application of the provision itself, let along any other issue in this case. As  
6 this court and the Board previously determined in the matter, *In re the Matter of Randy*  
7 *Adams*, whether the CAO did or did not have authority to enter into the employment  
8 agreements, is irrelevant to question of whether the remuneration paid to the employee  
9 qualifies as compensation earnable under the Public Employees Retirement Law.  
10 (See, pp. 11-12, ¶ 23, p. 21 ¶ 18.)

11 Referencing, *Prentice v. Board of Admin., California Public Employees'*  
12 *Retirement System* (2007) 157 Cal.App.4<sup>th</sup> 983, 994-995, the Board, *In Re Matter of*  
13 *Randy Adams*,<sup>2</sup> (OAH No. 2012030095) stated "a written employment agreement with  
14 an individual employee should not be used to establish that employee's "compensation  
15 earnable" (Adams, at p. 20, ¶ 15.)<sup>3</sup>

16 "Applicants counsel suggested, through Ms. Spaccia's testimony and through  
17 the introduction of Resolution 2006-42 [footnote8 -omitted], that CAO Rizzo  
18 possessed the legal authority to enter into a binding employment agreement  
19 with Mr. Adams on behalf of the City of Bell because the agreement involved  
20 "the acquisition of ..., labor, services or other items included in the budget  
approved by the City Council.

...  
While it might be established somewhere else that the employment  
agreement signed by CAO Rizzo was valid and binding upon the City of Bell,  
that conclusion need not be reached in this proceeding."

21 <sup>2</sup> Official Notice has been separately requested pursuant to Gov't Code § 11515.

22 <sup>3</sup> "Because, as we view the entire statutory scheme, the limitations on salary are designed to require  
23 that retirement benefits be based on the salary paid to similarly situated employees, PERS acted  
24 properly in looking at the published salary range rather than the exceptional arrangement the city made  
with Prentice and reflected in the city's budget documents. The defect in Prentice's broad interpretation  
of "pay schedule" is that it would permit an agency to provide additional compensation to a particular  
individual without making the compensation available to other similarly situated employees." (*Prentice v.*  
*Bd. of Administration, supra*, 197 Cal.App.4<sup>th</sup> at p. 994.) The same rational applies here as in Adams,  
that because Spaccia was paid not pursuant to a pay schedule, but pursuant to a unique series of  
25 individual employment agreements. .

1 (id., at pp. 11--12, ¶ 23.)

2 Accordingly, testimony regarding to the interpretation or application of  
3 Resolution 2006-42 are irrelevant to the issues in this case. Even if the CAO had such  
4 authority, it is not determinative of the issue compensation earnable or the propriety of  
5 the ARSC issue. Further, if admitted for any purpose, the rebuttal of such testimony by  
6 either the City and/or CalPERS would consume a disproportionate amount of time to  
7 the limited probative value of the testimony, notwithstanding the possible need for  
8 further hearings dates to procure and present rebuttal testimony. (Gov. Code § 11513,  
9 subds (c), (f); Evid. Code § 352.) .)

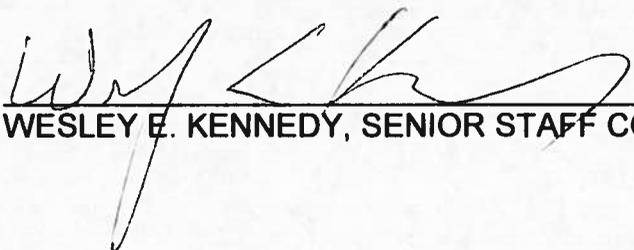
10 **IV**

11 **CONCLUSION**

12 For the reasons stated above, CalPERS request the court rule that the proffered  
13 affidavits be excluded and not be allowed introduction into evidence for any purpose.

14  
15 **BOARD OF ADMINISTRATION, CALIFORNIA  
PUBLIC EMPLOYEES' RETIREMENT SYSTEM**

16  
17 Dated: December 20, 2012

18   
19 \_\_\_\_\_  
20 **WESLEY E. KENNEDY, SENIOR STAFF COUNSEL**

21  
22  
23  
24  
25

## PROOF OF SERVICE

I am employed in the County of Sacramento, State of California. I am over the age of 18 and not a party to the within action; my business address is: California Public Employees' Retirement System, Lincoln Plaza North, 400 "Q" Street, Sacramento, CA 95811 (P.O. Box 942707, Sacramento, CA 94229-2707).

On December 20, 2012, I served the foregoing document described as:

CALPERS' OBJECTION MOTION TO DECLARATION OF CLIFTON WADE ALBRIGHT, ESQ. AND HARLAND W. BRAUN, ESQ. - In the Matter of the Calculation of Final Compensation of PIER'ANGELA SPACCIA, Respondent, and CITY OF BELL, Respondent

on interested parties in this action by placing \_\_\_ the original XX a true copy thereof enclosed in sealed envelopes addressed as follows:

Harland W. Braun, Esq.  
1880 Century Park East, Suite 710  
Los Angeles, CA 90067  
By Mail and email [harland@braunlaw.com](mailto:harland@braunlaw.com)

Stephen Onstot, Esq.  
Aleshire & Wynder LLP  
18881 Von Karman Avenue, Ste. 1700  
Irvine, CA 92612  
By Mail and email  
[sonstot@awattorneys.com](mailto:sonstot@awattorneys.com)

Office of Administrative Hearings  
1350 Front Street, Suite 3005  
San Diego, CA 92101  
By email [sanfilings@dgs.ca.gov](mailto:sanfilings@dgs.ca.gov)  
(916) 376-6325 (Fax)  
By Fax and email

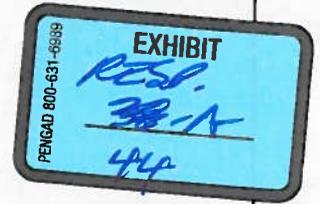
- [ X ] BY MAIL -- As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid at Sacramento, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing an affidavit.
- [ X ] BY TRANSMITTING VIA EMAIL the document(s) listed above to the email address(es) set forth above on this date before 5:00 p.m.
- [ ] BY OVERNIGHT DELIVERY: I caused such envelope(s) to be delivered to the above address(es) within 24 hours by overnight delivery service.
- [ X ] BY TELEFACSIMILE: I caused such documents to be telefaxed to the fax number(s) shown above.

Executed on December 20, 2012, at Sacramento, California.

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

Barbara Moseman  
NAME

*Barbara Moseman*  
SIGNATURE



PETER H. MIXON, GENERAL COUNSEL  
WESLEY E. KENNEDY, SENIOR STAFF COUNSEL, SBN 99369  
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM  
Lincoln Plaza North, 400 "Q" Street, Sacramento, CA 95811  
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Attorneys for Petitioner California  
Public Employees' Retirement System

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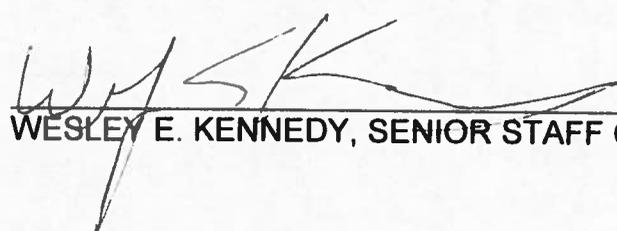
In the Matter of the Statement of Issues	)	CASE NO. 2011-0789
Against:	)	OAH NO. 2012020198
	)	
PIER'ANGELA SPACCIA,	)	CALPERS' REQUEST TO CROSS-
	)	EXAMINE DECLARANT CLIFTON
	)	WADE ALBRIGHT, ESQ. AND
Respondent,	)	NOTICE PURSUANT TO
	)	GOVERNMENT CODE §11514
and	)	
	)	Hearing Date: 12/27-28/2012
CITY OF BELL,	)	Hearing Location: Orange
	)	Time: 9:00 a.m.
Respondent.	)	

Request for Cross-Examination

CalPERS requests the right to cross-examine declarant Clifton Wade Albright, Esq. pursuant to Government Code Section 11514.

BOARD OF ADMINISTRATION, CALIFORNIA  
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

Dated: December 20, 2012

  
WESLEY E. KENNEDY, SENIOR STAFF COUNSEL

## PROOF OF SERVICE

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On December 20, 2012, I served the foregoing document described as:

**CALPERS' REQUEST TO CROSS-EXAMINE DECLARANT CLIFTON WADE ALBRIGHT, ESQ. AND NOTICE PURSUANT TO GOVERNMENT CODE SECTION 11514 - In the Matter of the Calculation of Final Compensation of PIER'ANGELA SPACCIA, Respondent, and CITY OF BELL, Respondent**

on interested parties in this action by placing \_\_\_ the original XX a true copy thereof enclosed in sealed envelopes addressed as follows:

Harland W. Braun, Esq.  
1880 Century Park East, Suite 710  
Los Angeles, CA 90067  
By Mail and email [harland@braunlaw.com](mailto:harland@braunlaw.com)

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Aleshire & Wynder LLP  
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Irvine, CA 92612  
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[sonstot@awattorneys.com](mailto:sonstot@awattorneys.com)

Office of Administrative Hearings  
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By email [sanfilings@dgs.ca.gov](mailto:sanfilings@dgs.ca.gov)  
(916) 376-6325 (Fax)  
By Fax and email

- [ X ] BY MAIL -- As follows: 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 at Sacramento, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing an affidavit.
- [ X ] BY TRANSMITTING VIA EMAIL the document(s) listed above to the email address(es) set forth above on this date before 5:00 p.m.
- [ ] BY OVERNIGHT DELIVERY: I caused such envelope(s) to be delivered to the above address(es) within 24 hours by overnight delivery service.
- [ X ] BY TELEFACSIMILE: I caused such documents to be telefaxed to the fax number(s) shown above.

Executed on December 20, 2012, at Sacramento, California.

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

Barbara Moseman  
NAME

*Barbara Moseman*  
SIGNATURE



## ~~ATTORNEY-CLIENT PRIVILEGE~~

### Projects I worked on since 2005

#### **Skate Park Start-up and Development**

**Work with LAUSD regarding a JPA agreement that the City had not been complying with for many years**

**Study and establish a Joint Powers Authority for Liability Insurance and Workers' Compensation**

**Research and Study possibly establishing a 501(C)3 for the Food bank**

**Prepare Annual Employment At-Will Contracts for Executive and Administrative Management based on legal template.**

**Review Wells Fargo Supplemental Retirement as necessary to establish full 1% benefit for all employees.**

**Provide Retirement Planning assistance to various employees as necessary**

**Develop and Manage Annual Car Show**

**Review various grant requests as deemed necessary**

**Develop Independent Consultant Contracts as necessary**

**Attend various Holiday Parade meetings as deemed necessary**

**Attend Chamber of Commerce meetings in CAO's absence**

**Attend various Bond related meetings as deemed necessary**

**Prepare City 5 Year Operating and Capital Improvement Budget**

**Respond to former City Councilmember's requests for medical reimbursements**

**Review various components of General Ledger information when requested by CAO only**

**Review benefits of CalPERS OPEB (Other Public Employee Benefits) Trust**

**Work to get Home Mortgage Assistance Training to residents**

**Attend Park Development Project Meetings as deemed necessary**

**Assist Friends of Bell to file annual reporting**

**Assist at Food Bank as necessary**

**Verify compliance of PERS "salary exception" rules and provide oversight to assure City compliance with Audit**

**Managed Fire Incident in CAO's absence (January 2007)**

**Serve as Acting CAO in his absence (July 2006)**

**Serve as Acting CAO when designated by CAO – Others were also designated**

**2008 promotion to Assistant CAO as per guideline in the City Charter to perform as CAO in the event of his incapacitation or extended absence.**

**Assist with POA (Police Officers Association) negotiations**

**Assist with Police Sergeants Contract Renewal**

**Assist with counseling, and training for Police Dept regarding alleged Sexual Harassment issue**

**Serve as Interim CAO for the City of Maywood from February 2010 to August 2010**