

SUMMONS
(CITACION JUDICIAL)

SUM-100

NOTICE TO DEFENDANT: WATER REPLENISHMENT DISTRICT OF
(AVISO AL DEMANDADO): SOUTHERN CALIFORNIA, and DOES 1
through 5, inclusive

YOU ARE BEING SUED BY PLAINTIFF: JOHN W. HARRIS AND HARRIS
(LO ESTÁ DEMANDANDO EL DEMANDANTE): & ASSOCIATES

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

MAR 04 2016

Sherri R. Carter, Executive Officer/Clerk
By: Moses Soto, Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):

Superior Court-Central District
111 North Hill Street
111 North Hill Street
Los Angeles, California 90012

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
W. Keith Wyatt, Esq. (SBN 80859) (213) 489-0028 (213) 489-0552
IVIE, McNEILL & WYATT
444 South Flower Street, Suite 1800
Los Angeles, California 90071

DATE: _____ Clerk, by _____, Deputy
(Fecha) _____ (Secretario) _____ (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date):

[SEAL]

MAR 04 2016

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): W. Keith Wyatt, Esq. (SBN 80859) IVIE, McNEILL & WYATT 444 South Flower Street, Suite 1800 Los Angeles, California 90071		FOR COURT USE ONLY CONFORMED COPY OF ORIGINAL FILED Los Angeles Superior Court MAR 04 2016 Sherri R. Carter, Executive Officer/Clerk By: Moses Soto, Deputy
TELEPHONE NO.: (213) 489-0028 FAX NO.: (213) 489-0552 ATTORNEY FOR (Name): Petitioners, JOHNW. HARRIS, et al.		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, California 90012 BRANCH NAME: Central District		
CASE NAME: John W. Harris, et al. v. Water Replenishment District of Southern California		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)	<input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
		CASE NUMBER: BS 160827 JUDGE: DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input checked="" type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☐ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive

4. Number of causes of action (specify):

5. This case ☐ is ☒ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: March 04, 2016

W. Keith Wyatt, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

SHORT TITLE: John W. Harris, et al v. Water Replenishment District of Southern California

CASE NUMBER

BS160827

**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☐ YES CLASS ACTION? ☐ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL _____ HOURS/_____ DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.3.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

1. Class actions must be filed in the Stanley Mosk Courthouse, central district.
2. May be filed in central (other county, or no bodily injury/property damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office
11. Mandatory Filing Location (Hub Case)

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1., 4.
		<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 4.
		<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1., 3.
		<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4.

SHORT TITLE: John W. Harris, et al v. Water Replenishment District of Southern California

CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above	
Non-Personal Injury/Property Damage/ Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.	
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.	
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.	
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.	
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.	
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.	
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.	
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.	
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.	
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	2., 5., 6, 11 2., 5, 11 5, 6, 11	
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.	
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.	
		Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
		Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Real Property	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2., 6.	
		<input type="checkbox"/> A6032 Quiet Title	2., 6.	
		<input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6.	
Unlawful Detainer	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.	
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.	
	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.	
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.	

SHORT TITLE: John W. Harris, et al v. Water Replenishment District of
Southern California

CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
	Other Judicial Review (39)	<input checked="" type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1., 2., 8.
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
		<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8.
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

SHORT TITLE: John W. Harris, et al v. Water Replenishment District of Southern California

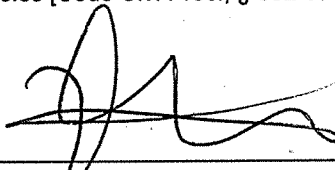
CASE NUMBER

Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.			ADDRESS: 865 S. Figueroa Street		
CITY: Los Angeles	STATE: CA	ZIP CODE: 90017			

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.3, subd. (a)].

Dated: March 04, 2016


(SIGNATURE OF ATTORNEY/FILING PARTY)
W. Keith Wyatt, Esq.

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/15).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

1 W. Keith Wyatt, Esq. (SBN 80859)
2 **IVIE, McNEILL & WYATT**
3 **A Professional Law Corporation**
4 444 South Flower Street, Suite 1800
5 Los Angeles, California 90071
6 Telephone: (213) 489-0028
7 Facsimile: (213) 489-0552

8 Attorneys for Petitioners
9 **JOHN W. HARRIS AND HARRIS & ASSOCIATES**

CONFIRMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

MAR 04 2016

Sherri R. Carter, Executive Officer/Clerk
By: Moses Soto, Deputy

85 - Chalfant

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF LOS ANGELES

12 JOHN W. HARRIS AND HARRIS &
13 ASSOCIATES,

14 Petitioner/Plaintiff,

15 vs.

16 WATER REPLENISHMENT DISTRICT OF
17 SOUTHERN CALIFORNIA, and DOES 1
18 through 5, inclusive,

19 Respondent/Defendant.
20
21

Case No.: **BS 160827**

VERIFIED PETITION FOR WRIT OF
MANDATE WITH EXHIBITS 1 THROUGH
4; MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF

[Cal. Government Code Section 6250 et seq.]

22 By this verified petition, petitioners allege:

23 1. Petitioner **JOHN W. HARRIS ("HARRIS")** is a resident of the County of Los
24 Angeles and is an attorney licensed to practice law in the State of California.
25
26
27
28

1 2. Petitioner **HARRIS & ASSOCIATES** is a law firm in Los Angeles, California
2 which is owned by **HARRIS**. Hereinafter, petitioners **HARRIS** and **HARRIS &**
3 **ASSOCIATES** will be collectively referred to as "**HA**".
4

5 3. Respondent **WATER REPLENISHMENT DISTRICT OF SOUTHERN**
6 **CALIFORNIA ("WRD")** is a public agency which manages groundwater for several cities in
7 Southern Los Angeles County.
8

9 4. Real party in interest **LOS CERRITOS COMMUNITY NEWSPAPER**
10 **GROUP ("LOS CERRITOS NEWS")** has an interest that is directly affected by this
11 proceeding in that it has made a request under the California Public Records Act to obtain certain
12 records related to a confidential settlement agreement reached between **HA** and **WRD**. Further,
13 **LOS CERRITOS NEWS** filed a verified petition for writ of mandate and declaratory relief on
14 February 16, 2016 in Los Angeles Superior Court as Case Number BS160594 seeking an order
15 compelling **WRD** to produce records related to the confidential settlement agreement between
16 **HA** and **WRD**. A true and correct copy of said petition is attached, marked Exhibit 1, and
17 incorporated herein by reference.
18

19 5. This court has jurisdiction over this matter because the confidential settlement
20 agreement and the California Public Records Act request were both made in Los Angeles
21 County.
22

23 6. On or about September 2010 to 2014, **HA** performed legal services on behalf of
24 **WRD** pursuant to a contract to provide legal services. In or about April 2014 a fee dispute arose
25 between **HA** and **WRD** regarding the provision of the legal services performed by **HA**. **WRD**
26 contended **HA** had overbilled for certain work performed during the course of the attorney client
27 relationship, and **HA** contended there were outstanding unpaid invoices for which **WRD** owed
28

1 payment. The fee dispute was the subject of several closed session discussions in or about 2014.
2 HA and WRD agreed to participate in a private mediation regarding the fee dispute, and a
3 mediation session was conducted on November 13, 2014. All parties who participated in the
4 mediation agreed that the matters discussed in the mediation would be confidential and would
5 not be disclosed to any third parties. The negotiations which occurred at the mediation and which
6 continued to occur in closed session discussions between HA and WRD after the mediation
7 eventually resulted in a settlement of the fee dispute. The terms of the settlement were
8 memorialized in a confidential settlement agreement which was executed by HA and WRD.
9

10
11 7. The terms of the confidential settlement agreement specifically included a
12 confidentiality clause which was a material term for HA in reaching a settlement of the fee
13 dispute. HA would not have agreed to the terms of the settlement, and may not have agreed to a
14 settlement at all, if there had not been assurances given and if agreement had not been reached by
15 all parties that the terms of the settlement would be confidential and would not be disclosed to
16 third parties by HA or WRD. HA relied upon the promises and assurances by WRD that the
17 terms of the settlement would remain confidential in agreeing to the terms of the settlement and
18 in performing the terms agreed to in the settlement. HA has fully performed all of the obligations
19 required of HA pursuant to the terms of the confidential settlement agreement.
20

21
22 8. On or about January 26, 2016, HA became aware that LOS CERRITOS NEWS
23 had filed a Public Records Act request with WRD for production of the settlement agreement
24 and other documentation related to the settlement.

25
26 9. The Public Records Act request was an email dated January 18, 2016 in which
27 LOS CERRITOS NEWS requested copies of the settlement agreement and related records. A
28 true and correct copy of the January 18, 2016 email is attached, marked Exhibit 2, and

1 incorporated herein by reference. The email request sought production of "... any related
2 documents to that settlement agreement, including any accounting related documents (check
3 from Harris)." In making the request, LOS CERRITOS NEWS indicated that it was already in
4 possession of the documents but still wanted to obtain them from WRD. The email specifically
5 stated "I do have documents, but I want them from WRD."
6

7 10. On or about January 26, 2016, counsel for HA notified counsel for WRD that HA
8 objected to production of the settlement agreement between HA and WRD on the grounds that
9 the settlement agreement specifically provided that the settlement agreement and the terms of the
10 settlement agreement would remain confidential and would not be disclosed to any third party.
11 Counsel for HA indicated to counsel for WRD that HA would consider disclosure of the
12 settlement terms and settlement agreement to be a breach of the settlement agreement which had
13 been reached between HA and WRD.
14

15 11. On or about February 11, 2016, counsel for WRD responded to the Public
16 Records Act request of LOS CERRITOS NEWS by a letter dated February 11, 2016 to Brian
17 Hews in which counsel for WRD indicated WRD would withhold production of the documents
18 pursuant to the provisions of Government Code §6255 and based on receipt of correspondence
19 from counsel for HA which was "...threatening to enforce the confidentiality terms of the
20 settlement document sought..." in the request by LOS CERRITOS NEWS. The February 11,
21 2016 letter also indicated that WRD would not produce the requested records in order to allow
22 HA to seek a court determination regarding disclosure. A true and correct copy of the February
23 11, 2016 letter is attached, marked Exhibit 3, and incorporated herein by reference.
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1 12. On February 16, 2016, LOS CERRITOS NEWS filed a petition for writ of
2 mandate seeking a court order to compel WRD to disclose the confidential settlement agreement
3 and related documents. (See Exhibit 1).

4
5 13. On or about February 18, 2016, counsel for WRD responded to counsel for HA by
6 a letter which indicated that WRD had initially declined to produce, however, WRD intended to
7 disclose "... the settlement agreement and accounting related documents..." unless HA sought a
8 court determination to prevent disclosure of the documents. A true and correct copy of the letter
9 dated February 18, 2016 is attached, marked Exhibit 4, and incorporated herein by reference.

10
11 14. WRD has expressed its intention to disclose the records requested by LOS
12 CERRITOS NEWS, which would include the confidential settlement agreement and billing
13 records for legal services performed by HA on behalf of WRD, unless HA obtains an order from
14 this Court to prevent said disclosure. HA contends that they have rights of privacy to prevent
15 disclosure of the confidential settlement agreement and their attorney-client billing records. HA
16 contends that their billing records are privileged from disclosure pursuant to the attorney-client
17 privilege. HA contends disclosure of the settlement agreement would breach public policy
18 favoring the confidentiality of mediation sessions, public policy favoring settlement agreements,
19 and public policy regarding the nondisclosure of matters considered by public agencies in closed
20 session meetings. HA contends that disclosure of the settlement agreement would breach the
21 bargained for confidentiality provisions of the settlement agreement upon which HA relied in
22 agreeing to settle the fee dispute matter. HA would not have agreed to settle the fee dispute
23 matter except for the agreement that the matter would remain confidential. HA also contends
24 disclosure of the terms of the settlement would violate the confidential nature of the attorney
25 client relationship.
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1 15. HA has no plain, speedy, and adequate remedy in the ordinary course of law other
2 than the relief sought in this petition in that WRD has indicated it will produce the records
3 requested by LOS CERRITOS NEWS in the absence of a court determination that disclosure is
4 not required. LOS CERRITOS NEWS is likely to publish the documents in what appears to be a
5 continuing effort to damage the reputation of HA as demonstrated by the articles attached as
6 exhibits to the petition filed by LOS CERRITOS NEWS on February 16, 2016 (See Exhibit 1).

8 16. LOS CERRITOS NEWS has not presented any compelling public interest which
9 would justify disclosure of the requested documents as compared to the fundamental privacy
10 interests and public policy interests which favor promoting settlements, the confidentiality of the
11 mediation process, the confidentiality of attorney-client relationships, and the confidentiality of
12 settlements. In addition, LOS CERRITOS NEWS has represented in its email dated January 18,
13 2016 (See Exhibit 2) that it already has the documents it is requesting.

15 17. WRD's disclosure of the requested documents will damage HA's reputation in a
16 sum that cannot be determined at this time.

18 WHEREFORE, petitioners pray:

19 1. That the Court issue a peremptory writ in the first instance commanding
20 respondent to not disclose the confidential settlement agreement and billing records of
21 petitioners which are the subject of the Public Records Act request of real party in interest;

23 2. That the Court, alternatively, first issue an alternative writ commanding
24 respondent to not disclose the confidential settlement agreement and billing records of petitioners
25 which are the subject of the Public Records Act request of real party in interest, or, in the
26 alternative, show cause why it should disclose said records, and thereafter issue a peremptory
27 writ commanding respondent to not disclose the confidential settlement agreement and billing
28

1 records of petitioners which are the subject of the Public Records Act request of real party in
2 interest;

3 3. For cost of this proceeding and for such other and further relief as the court deems
4 just and proper.
5

6
7 Dated: March 4, 2016

IVIE, McNEILL & WYATT

8
9 By: _____

W. KEITH WYATT

Attorneys for Petitioners

**JOHN W. HARRIS AND HARRIS &
ASSOCIATES**

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1 of the settlement discussions which was made during the mediation session continued following
2 the mediation in further closed session discussions, and the parties eventually reached full
3 agreement to resolve the fee dispute. The terms of the settlement were memorialized in a
4 confidential settlement agreement which was executed by HA and WRD.
5

6 The terms of the settlement agreement specifically included a confidentiality clause
7 which was a material term for HA in reaching agreement regarding settlement. HA would not
8 have agreed to the terms of the settlement, and may not have agreed to any settlement at all, if
9 there had not been assurances given that the terms of the settlement would be kept confidential
10 and would not be disclosed to third parties by HA or WRD. HA relied upon the promises and
11 assurances made by WRD in agreeing to the terms of the settlement and in performing the terms
12 agreed to in the settlement. HA has fully performed all obligations required of HA pursuant to
13 the terms of the confidential settlement agreement.
14

15
16 On or about January 26, 2016, HA became aware that Brian Hews of the Los Cerritos
17 Community Newspaper Group, hereinafter referred to as "Los Cerritos News", was seeking to
18 obtain copies of the confidential settlement agreement and other documents related to the
19 settlement. Hews had sent counsel for WRD an email dated January 18, 2016 (see Exhibit 2)
20 which Hews called a "Public records request" in the "Subject" portion of the email. Hews
21 requested the settlement document and "... any related documents to that settlement agreement,
22 including any accounting related documents (check from Harris)". Hews specifically stated he
23 already had the documents but that he wanted them from WRD. Therefore, Hews either already
24 had the documents he was requesting, or he was making a misrepresentation for some reason in
25 his effort to obtain the documents.
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1 Counsel for HA sent a letter dated January 26, 2016 to counsel for WRD objecting to the
2 disclosure of the settlement agreement and related documents to Hews. Counsel for HA
3 reminded counsel for WRD that the confidential settlement agreement included a confidentiality
4 provision which prohibited the settling parties from disclosing the terms of the settlement.
5

6 Counsel for WRD subsequently advised Hews, in a letter dated February 11, 2016, that
7 WRD would not disclose the settlement records based upon the objections by HA and based on
8 the provisions of Government Code §6255. The cited Government Code provision permits a
9 public entity to withhold "...any record by demonstrating that the record in question is exempt
10 under express provisions of this chapter or that on the facts of the particular case the public
11 interest served by not disclosing the record clearly outweighs the public interest served by
12 disclosure of the record." Government Code §6255(a).
13

14 Hews and Los Cerritos News responded to WRD's refusal to produce the records by
15 filing a petition for writ of mandate on February 16, 2016 seeking a court order to compel WRD
16 to provide copies of the settlement documents (See Exhibit 1). The petition of Los Cerritos News
17 fails to provide any justification or reason for obtaining copies of the settlement documents from
18 WRD. Further, since Hews is already in possession of the documents as stated in his email of
19 January 18, 2016, no valid justification exists.
20
21

22 In response to the writ petition filed by Los Cerritos News, counsel for WRD sent
23 counsel for HA a letter dated February 18, 2016 which indicated that WRD would disclose the
24 settlement documents in response to the public records request unless HA obtained a court
25 determination preventing disclosure. (See Exhibit 4). HA filed this instant petition for writ of
26 mandate to obtain a court order to prevent WRD from disclosing the confidential settlement
27 agreement and related documents to Los Cerritos News.
28

1 HA contends that there are several significant public policy reasons for preventing
2 disclosure of the confidential settlement agreement and the related billing information which
3 include: 1) protection of HA's rights of privacy and public policy supporting confidential
4 settlement agreements; 2) protection of the confidentiality of the relationship and
5 communications between an attorney and a client; 3) protection of the confidentiality of
6 mediation negotiations and proceedings; and, 4) HA's interests in preventing disclosure
7 outweigh LOS CERRITOS NEWS' nonexistent interests in compelling disclosure. Therefore,
8 this Court should issue a writ of mandate commanding WRD to deny LOS CERRITOS NEWS'
9 request to produce the confidential settlement agreement between HA and WRD and any related
10 documents.
11
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13 **II.**

14 **THIS PETITION FOR WRIT OF MANDATE IS THE APPROPRIATE PROCEDURE**
15 **TO PRESENT TO THE COURT THE ISSUE OF WHETHER CONFIDENTIAL**
16 **SETTLEMENT RECORDS SHOULD BE PRODUCED PURSUANT TO A**
17 **CALIFORNIA PUBLIC RECORDS ACT REQUEST**
18

19 Mandamus may issue to compel an official both to exercise his discretion and to exercise
20 it under a proper interpretation of the applicable law. Mandamus is available to prevent a public
21 agency from acting in an unlawful manner by releasing information the disclosure of which is
22 prohibited by law. A petition for writ of mandate is the appropriate procedure to present the issue
23 of whether confidential documents should be released pursuant to the California Public Records
24 Act. *Marken v. Santa Monica-Malibu Unified School District* (2012) 202 Cal.App.4th 1250,
25 1266-1267.
26
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1 III.

2 COMPELLED DISCLOSURE OF PRIVATE FINANCIAL INFORMATION SUCH AS A

3 CONFIDENTIAL SETTLEMENT CAN ONLY BE JUSTIFIED WHEN THERE IS A

4 COMPELLING AND OPPOSING STATE INTEREST

5

6 The constitutional right of privacy is not absolute but it may only be abridged when there

7 is a compelling and opposing state interest. When compelled disclosure intrudes on

8 constitutionally protected areas, it cannot be justified solely on the ground that it may lead to

9 relevant information. When a party requests the compelled disclosure of a confidential

10 settlement, that party is required to show a compelling and opposing state interest for production

11 of the information. *Hinshaw, Winkler, Draa, Marsh & Still v. Superior Court* (1996) 51

12 Cal.App.4th 233, 237-239.

13

14 In *Hinshaw*, two doctors brought a legal malpractice action against their former attorneys

15 who had dropped them from a lawsuit by a group of doctors against the hospital after which the

16 case settled. The trial court granted the plaintiffs' request for discovery of the confidential

17 settlement to determine what the plaintiffs would have received had they remained in the case.

18 The Court of Appeal ordered issuance of a writ of mandate which required the trial court to

19 vacate its order granting plaintiffs' motion for discovery and directed the trial court to enter an

20 order denying plaintiffs' discovery motion. The appellate court considered the confidential

21 settlement to be private financial information which was worthy of protection in discovery. It

22 determined that the privacy of the settlement was generally understood and accepted in our legal

23 system which favored settlement and supported attendant needs for confidentiality. *Hinshaw,*

24 *supra*, 51 Cal.App.4th at pp. 237-241.

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1 In the matter before this Court, the settlement agreement reached between HA and WRD
2 specifically included a confidentiality clause which prohibits disclosure of the settlement
3 agreement and related records to LOS CERRITOS NEWS. The writ petition filed by LOS
4 CERRITOS NEWS fails to present any justification for production of these private records.
5 Further, LOS CERRITOS NEWS has represented in its email of January 18, 2016 that it already
6 has the records. In the absence of a showing of a compelling and opposing state interest, the
7 disclosure of confidential settlement records requested LOS CERRITOS NEWS should be
8 denied.
9

10
11 **IV.**

12 **NEGOTIATIONS AND SETTLEMENT DISCUSSIONS BETWEEN HA AND WRD IN**
13 **THE COURSE OF A MEDIATION SHOULD REMAIN CONFIDENTIAL, AND THAT**
14 **CONFIDENTIALITY IS NOT CONFINED TO COMMUNICATIONS THAT**
15 **OCCURRED DURING THE MEDIATION PROCEEDING ITSELF**
16

17 In order to facilitate the candor required for a successful mediation, the Legislature has
18 broadly provided for the confidentiality of matters spoken or written in connection with a
19 mediation proceeding. Except for specified statutory exceptions, neither evidence of anything
20 said nor any writing is discoverable or admissible in any arbitration, administrative adjudication,
21 civil action, or other noncriminal proceeding if the statement was made on the writing was
22 prepared in the course of or pursuant to a mediation. The confidentiality provisions are clear and
23 absolute, and they do not permit judicially crafted exceptions and limitations even where
24 competing public policies may be affected. The confidentiality extends beyond utterances or
25 writings in the course of the mediation and is not confined to communications that occurred
26 during the mediation proceeding itself. *Cassel v. Superior Court* (2011) 51 Cal.4th 113, 117-119.
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28

1 In *Cassel*, the plaintiff brought an action against attorneys who represented him in a
2 mediation for malpractice, breach of fiduciary duty, fraud, and breach of contract. The attorneys
3 made a motion in limine based on the mediation confidentiality statutes to exclude all evidence
4 of communications between attorneys and clients that were related to the mediation, including
5 matters discussed that the pre-mediation meetings and private communications while the
6 mediation was under way. The trial court granted the motion, but the Court of Appeal granted
7 mandamus relief. The California Supreme Court reversed the judgment of the Court of Appeal. It
8 concluded that attorney-client communications which occurred before and during the mediation
9 proceedings were “for the purpose of, in the course of, or pursuant to, a mediation...” as
10 provided in Evidence Code § 1119(a). *Cassel, supra*, at pp. 137-138.

13 The negotiations which occurred between HA and WRD regarding settlement of the fee
14 dispute matters which occurred before, during, and after the private mediation session which was
15 conducted on November 13, 2014 were privileged confidential communications based on
16 applicable statutory and case authority. This Court should prevent WRD from disclosing the
17 confidential settlement agreement and related documents which were the subject of said
18 mediation session and which were the subject of the further negotiations which led to the
19 settlement. LOS CERRITOS NEWS has not presented any compelling interest which would
20 justify disclosure over the interests in preserving the confidentiality of mediation sessions.

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V.

THE CONFIDENTIAL SETTLEMENT AGREEMENT BETWEEN HA AND WRD, AND
THE BILLING RECORDS RELATED TO THE SETTLEMENT AGREEMENT, ARE
ATTORNEY-CLIENT PRIVILEGED DOCUMENTS WHICH ARE PROTECTED
FROM DISCLOSURE

The attorney-client privilege which is provided for in Evidence Code §950 et. seq., protects confidential communications between a client and his or her attorney made in the course of an attorney-client relationship. *Costco Wholesale Corp. v. Superior Court* (2009) 47 Cal. fourth 725, 732. The fundamental purpose of the attorney client privilege is the preservation of the confidential relationship between attorney and client, and the primary harm in disclosure of privileged material is the disruption of that relationship. *Fireman's Fund Insurance Co. v. Superior Court* (2011) 196 Cal.App.4th 1263, 1272.

The term "confidential communication" is broadly construed, and communications between a lawyer and his [or her] client are presumed confidential, with the burden on the party seeking disclosure to show otherwise. *Gordon v. Superior Court* (1997) 55 Cal.App.4th 1546, 1557. Discovery of a privileged communication is barred irrespective of whether it includes unprivileged material. Where no enumerated exception applies, the privilege is absolute and disclosure may not be ordered without regard to the relevance, necessity, or any particular circumstances peculiar to the case. *Costco, supra*, 47 Cal.4th at pp. 732-734.

In *Smith v. Laguna Sur Villas Community Association* (2000) 79 Cal.App.4th 639, the Court of Appeal affirmed the trial court's holding that the association was the holder of the attorney-client privilege and the individual homeowners could not demand production of the

1 legal bills of a law firm retained by the association to bring a construction defect action against a
2 developer. The legal bills were considered attorney-client privileged communications.

3 The communications between HA and WRD regarding the fee dispute involved
4 discussions of legal work performed by HA for WRD during the course of the attorney-client
5 relationship and discussions of whether some of the billing for some of that work was
6 appropriate. The discussions and the bills are attorney-client privileged communications which
7 should not be disclosed pursuant to the Public Records Act request of LOS CERRITOS NEWS
8 under the circumstances presented in this matter.
9

10
11 VI.

12 CONCLUSION

13 Based on the facts presented in the verified petition for writ of mandate, and based on the
14 arguments and authorities presented in this memorandum, this Court should issue a writ of
15 mandate commanding WRD to deny LOS CERRITOS NEWS' request to produce the
16 confidential settlement agreement between HA and WRD and any related documents. HA has
17 presented several grounds and bases for protection of their fundamental rights of privacy,
18 mediation confidentiality, and attorney-client confidentiality which should preclude disclosure of
19 the documents. LOS CERRITOS NEWS simply wants to obtain copies of documents which it
20 apparently claims it already has, without presenting any compelling state interests which
21 outweigh the important fundamental privacy and confidentiality interests presented by HA.
22

23
24 Dated: March 4, 2016

IVIE, McNEILL & WYATT

25
26 By: _____

W. KEITH WYATT

Attorneys for Petitioners

27 JOHN W. HARRIS AND HARRIS &
28 ASSOCIATES

EXHIBIT

1

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

WATER REPLENISHMENT DISTRICT OF SOUTHERN
CALIFORNIA, and DOES 1 through 5, inclusive,

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

LOS CERRITOS COMMUNITY NEWSPAPER GROUP

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

FEB 16 2016

Sheri R. Carter, Executive Officer/Clerk
By Cristina Grijalva, Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegerán. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una conciliación de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desecher el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): Los Angeles Superior Court - Central

111 North Hill Street
Los Angeles, CA 90012

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Law Offices of Kelly A. Aviles, 1502 Foothill Blvd. #103-140, La Verne, CA 91750 (909) 991-7560

DATE: February 12, 2016

(Fecha)

Clerk, by

(Secretario)

Deputy

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons (POS-010)).

(SEAL)

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): Water Replenishment District of Southern California

- under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☒ other (specify): CCP 416.50 (public entity)

4. ☒ by personal delivery on (date): 2-18-16

1 Kelly A. Aviles (SBN 257168)
2 LAW OFFICES OF KELLY AVILES
3 1502 Foothill Boulevard, Suite 103-140
4 La Verne, California 91750
5 Telephone: (909) 991-7560
6 Facsimile: (909) 991-7594
7 Email: kaviles@opengovlaw.com

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

FEB 16 2016

Sherri R. Carter, Executive Officer/Clerk
By Cristina Grijalva, Deputy

8 Attorney for Petitioner
9 LOS CERRITOS COMMUNITY NEWSPAPER GROUP

10 *D86 Judge O'Donnell*
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF LOS ANGELES
13 BS 16 05 94

14 LOS CERRITOS COMMUNITY
15 NEWSPAPER GROUP,

16 Petitioner/Plaintiff,

17 v.

18 WATER REPLENISHMENT DISTRICT
19 OF SOUTHERN CALIFORNIA, and
20 DOES 1 through 5, inclusive,

21 Respondent/Defendant.

) Case No.:

) VERIFIED PETITION FOR WRIT OF
) MANDATE AND DECLARATORY
) RELIEF FOR VIOLATIONS OF THE
) CALIFORNIA PUBLIC RECORDS
) ACT WITH EXHIBITS A THROUGH
) D.

) [Cal. Government Code Section 6250 et
) seq.]

By Fax

22 This action seeks relief from the refusal of Respondent/Defendant WATER
23 REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA ("Respondent" or
24 "District") and DOES 1 through 5, inclusive, (collectively, "Respondents") to perform as
25 required by the California Public Records Act, Government Code, Section 6250 et seq.
26 ("CPRA"), thereby denying the public's right to the protections afforded by the laws of
27 this State and the California Constitution, Article I, Section 3.
28

1 LOS CERRITOS COMMUNITY NEWSPAPER GROUP ("Petitioner") seeks a writ
2 of mandate and declaratory relief under California Code of Civil Procedure sections
3 1085 and 1060 and Government Code section 6258 and 6259. In this Verified Petition,
4 Petitioner alleges as follows:

5
6 **THE PARTIES**

7 1. Petitioner/Plaintiff LOS CERRITOS COMMUNITY NEWSPAPER
8 GROUP is now, and at all times mentioned in this petition has been, is a corporation
9 organized under the laws of California. Its offices are located in Cerritos, California
10 90703. LOS CERRITOS COMMUNITY NEWSPAPER GROUP publishes "The
11 Community News" which reaches 95% of all homes and business in Cerritos, Artesia,
12 Hawaiian Gardens, Norwalk, East Lakewood, La Mirada, La Palma, and Pico Rivera.
13 LOS CERRITOS COMMUNITY NEWSPAPER GROUP also maintains the online news
14 website "LosCerritosNews.net" which reaches reaching more than 40,000 unique
15 monthly visitors and covers local news throughout the area. As such, LOS CERRITOS
16 COMMUNITY NEWSPAPER GROUP has a beneficial interest in Respondent's
17 performance of its legal duties under the CPRA.

18 2. Respondent/Defendant WATER REPLENISHMENT DISTRICT OF
19 SOUTHERN CALIFORNIA ("Respondent" or "District") is defined as a "local agency"
20 by Government Code § 6252(a), and is therefore subject to the CPRA. The District's
21 offices are located in Los Angeles County at 4040 Paramount Boulevard, Lakewood,
22 California 90712.

23 3. The true names and capacities, whether individual, corporate, associate,
24 representative, or otherwise of respondents/defendants named herein as DOES 1
25 through 5 are unknown to Petitioner at this time, and are therefore sued by such
26 fictitious names. Petitioner will amend this complaint to allege the true names and
27 capacities of DOES 1 through 10 when they become known to them. Each of DOES 1
28 through 5 is in some manner legally responsible for the violations of law alleged herein.

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1 8. On January 29, 2016, David Alvarez of Leal • Trejo APC, attorneys for the
2 District responded to the Request, claiming that the "District has determined that is
3 does maintain records responsive to your PRA request, but additional time is required
4 for the District to examine, evaluate and ascertain the responsive records that can be
5 provided by law. Therefore, WRD will not be able to comply with your request within
6 the 10 day provision of Government Code Section 6253(c). Correspondingly,
7 Government Code Section 6253(c)(2), provides upon notice the agency can take
8 additional time to review record and formulate its determination. Please anticipate a
9 further response by February 11, 2016." A true and correct copy of Mr. Alvarez'
10 January 29 correspondence is attached hereto as **Exhibit C**.

11 9. On February 11, 2016, Mr. Hews received an email regarding the Request,
12 which included an attachment titled, "Executed Final Response Ltr to Hews 2 11 16...."
13 The attachment, also dated February 11, was correspondence from H. Francisco Leal of
14 Leal • Trejo APC responding to the Request. A true and correct copy of the February
15 11, 2015 correspondence is attached hereto as **Exhibit D**. The response states, in
16 pertinent part:

17 This letter shall serve as the Water Replenishment District of Southern
18 California ("District") response to your Public Records Act request dated
January 18, 2016.

19 Please be advised that while the District has determined that it does
20 maintain records responsive to your PRA request, the District cannot
21 produce the records in question at this time and is withholding the
document pursuant to the provisions of Government Code 6255.

22 Furthermore, be advised that the District has received correspondence
23 from counsel to Mr. Harris threatening to enforce the confidentiality terms
24 of the settlement document sought in your request. Given the [sic] Mr.
25 Harris and his counsel have the ability pursuant to Marken v. Santa
26 Monica-Malibu Unified School District (2012) 202 CA 4th 1250, 1264, to
bring a "reverse PRA action" to seek an order preventing disclosure, the
27 District will not be producing responsive records that [sic] at this time in
28 order to allow the court to make its determination in this matter.

1 CAUSE OF ACTION FOR VIOLATION OF THE CPRA

2 (RELIEF PURSUANT TO GOV. CODE §§ 6258, 6259;
3 CODE CIV. PROC. §§ 1060, 1085)

4 10. Petitioner hereby realleges and incorporates herein by this reference
5 Paragraphs 1 thorough 10 of this Petition as though set forth herein in full.

6 11. The CPRA defines the term "public records" to include any writing
7 containing information relating to the conduct of the public's business prepared,
8 owned, used, or retained by any state or local agency regardless of physical form or
9 characteristics...."

10 12. Government Code section 6253, provides, in pertinent part, that:

11 (b) Except with respect to public records exempt from disclosure by
12 express provisions of law, each state or local agency, upon a request for a
13 copy of records that reasonably describes an identifiable record or records,
14 shall make the records promptly available to any person upon payment of
15 fees covering direct costs of duplication, or a statutory fee if applicable.
16 Upon request, an exact copy shall be provided unless impracticable to do
17 so.

18 (c) Each agency, upon a request for a copy of records, shall, within 10 days
19 from receipt of the request, determine whether the request, in whole or in
20 part, seeks copies of disclosable public records in the possession of the
21 agency and shall promptly notify the person making the request of the
22 determination and the reasons therefore. In unusual circumstances, the
23 time limit prescribed in this section may be extended by written notice by
24 the head of the agency or his or her designee to the person making the
25 request, setting forth the reasons for the extension and the date on which a
26 determination is expected to be dispatched. No notice shall specify a date
27 that would result in an extension for more than 14 days. When the agency
28 dispatches the determination, and if the agency determines that the
request seeks disclosable public records, the agency shall state the
estimated date and time when the records will be made available.

...¶...

(d) Nothing in this chapter shall be construed to permit an agency to delay
or obstruct the inspection or copying of public records.

The notification of denial of any request for records required by Section
6255 shall set forth the names and titles or positions of each person
responsible for the denial.

1 13. The requested records relate to the conduct of the public's business.

2 14. The requested records were prepared, owned, used or retained by the
3 District, and are, therefore, deemed to be public records pursuant to Government Code
4 § 6252(e).

5 15. The District intentionally delayed its determination to give notice to and
6 an opportunity to Harris & Associates to file a reverse-CPRA lawsuit to enjoin the
7 production of records, and thereby violated Government Code section 6253(d).

8 16. The District ultimately has refused to turn over these records.

9 17. The requested records are not exempt from disclosure under any
10 provision of the CPRA, or any other relevant statute.

11 18. Government Code section 6253.3 states, "A state or local agency may not
12 allow another party to control the disclosure of information that is otherwise subject to
13 disclosure pursuant to this chapter."

14 19. By delaying its response and denying access to the requested records, in
15 order to allow Harris and Associates to file a reverse-CPRA lawsuit, the District violated
16 Government Code section 6253.3 by allowing a third party to control the disclosure of
17 the District's public records.

18 20. The People of California have elevated the right to open government to
19 one protected by their State Constitution. The California Constitution, Article 1, Section
20 3, Paragraphs (a) - (b) state:

21 The people have the right to instruct their representatives, petition
22 government for redress of grievances, and assemble freely to consult for
the common good.

23 The people have the right of access to information concerning the conduct
24 of the people's business, and, therefore, the meetings of public bodies and
25 the writings of public officials and agencies shall be open to public
scrutiny.

26 A statute, court rule, or other authority, including those in effect on the
27 effective date of this subdivision, shall be broadly construed if it furthers
the people's right of access, and narrowly construed if it limits the right of
28 access.

1 21. Petitioner has exhausted its administrative remedies. The Petitioner has
2 requested copies of disclosable public records from the District, but the District has
3 refused to provide access to those public records. The only plain, speedy, and adequate
4 remedy left to the Petitioner is the relief provided by Government Code § 6258.

5 22. Government Code § 6258 provides:

6 Any person may institute proceedings for injunctive or declarative relief or
7 writ of mandate in any court of competent jurisdiction to enforce his or
8 her right to inspect or to receive a copy of any public record or class of
public records under this chapter."

9 23. Government Code § 6259 provides:

10 Whenever it is made to appear by verified petition to the superior court of
11 the county where the records or some part thereof are situated that certain
12 public records are being improperly withheld from a member of the public,
13 the court shall order the officer or person charged with withholding the
14 records to disclose the public record or show cause why he or she should
15 not do so. The court shall decide the case after examining the record in
camera, if permitted by subdivision (b) of Section 915 of the Evidence
Code, papers filed by the parties and any oral argument and additional
evidence as the court may allow.

16 24. Code of Civil Procedure § 1060 provides:

17 Any person interested ... who desires a declaration of his or her rights or
18 duties with respect to another ... may, in cases of actual controversy
19 relating to the legal rights and duties of the respective parties, bring an
20 original action or cross-complaint in the superior court for a declaration of
his or her rights and duties in the premises, including a determination of
21 any question of construction or validity arising under the instrument or
contract. He or she may ask for a declaration of rights or duties, either
22 alone or with other relief; and the court may make a binding declaration of
these rights or duties, whether or not further relief is or could be claimed
at the time...."

23 25. An actual controversy exists between the parties regarding the District's
24 responsibility to disclose records under the CPRA.

25 26. The District has a ministerial duty to perform according to the laws of
26 State of California, including the CPRA.
27
28

1 27. Petitioner has an interest in having the laws executed and public duties
2 enforced and, therefore, has a beneficial interest in the outcome of the proceedings.

3 28. Petitioner has a clear, present, and legal right to the District's
4 performance of its ministerial duties, as required by the CPRA.

5 29. The District has a present legal duty and present ability to perform its
6 ministerial duties, as required by the CPRA.

7 30. The District has failed to perform its ministerial duties as required by the
8 CPRA.

9 31. Through this action, Petitioner seeks no greater relief than would be
10 afforded to any other member of the public.

11 32. Therefore, this Court should find that the District has violated the CPRA
12 by (1) refusing to disclose the settlement agreement between the District and John
13 Harris or Harris & Associates, as well as all documents related to that agreement; (2)
14 allowing a third party to control the disclosure of the District's public records; and, (3)
15 intentionally and unreasonably delaying the production of the public records
16 responsive to the Request. This Court should order District to immediately release all
17 documents responsive to Petitioner's Request.

18
19 **WHEREFORE, PETITIONERS PRAY AS FOLLOWS:**

20
21 1. This Court issue a peremptory writ of mandate, without a hearing or
22 further notice, immediately directing the District to disclose the requested records to
23 the Petitioner; or, in the alternative, an order to show cause why these public records
24 should not be released.

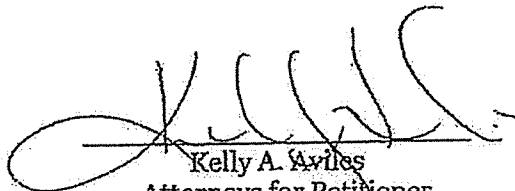
25
26 2. This Court set "times for responsive pleadings and for hearings in these
27 proceedings ... with the object of securing a decision as to these matters at the earliest
28 possible time," as provided in Government Code Section 6258

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- 3. This Court issue a declaratory judgment that:
 - (a) The records requested by the Petitioner are disclosable public records;
 - (b) The District violated the California Public Records Act by:
 - (i) allowing a third party to control the disclosure of the District's public records;
 - (ii) intentionally and unreasonably delaying its response and production of the responsive public records;
- 4. This Court enter an order allowing the Petitioner to recover attorneys' fees and costs incurred in this action pursuant to Government Code Section 6259 and/or Code of Civil Procedure Section 1021.5; and,
- 5. This Court award such further relief as is just and proper.

DATED: February 12, 2016

LAW OFFICES OF KELLY A. AVILES


Kelly A. Aviles
Attorneys for Petitioner
LOS CERRITOS COMMUNITY
NEWSPAPER GROUP

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VERIFICATION
(C.C.P. §§ 446 and 2015.5)

I, Brian Hews, am the Publisher of the LOS CERRITOS COMMUNITY
NEWSPAPER GROUP, Petitioner in the above-entitled action or proceeding. I have
read the foregoing VERIFIED PETITION FOR WRIT OF MANDATE AND
DECLARATORY RELIEF FOR VIOLATIONS OF THE CALIFORNIA PUBLIC
RECORDS ACT WITH EXHIBITS A THROUGH D and know the contents
thereof, and I certify that the same is true and correct of my own knowledge, except as
to those matters which are therein stated upon my information and belief, and as to
those matters I believe it to be true.

This Verification was executed on February 12, 2016, at Cerritos, California.

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


Brian Hews

Exhibit A

COMING to the CCOPA

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Posted Wednesday May 13, 2015 at 6:45 a.m.

By Brian Hews

A News Media Group-Community News investigation has revealed that the Water Replenishment District, based out of Lakewood, California, has spent nearly \$11 million since 2012 on legal fees, with one of the biggest recipients, Latham & Watkins of Los Angeles, billing almost \$2 million in less than three months in late 2014.

Sources are telling HMG-CN that two law firms, Harris & Associates and Latham & Watkins, are both currently in dispute negotiations related to legal fees with WRD. Harris & Associates, who held a fundraiser for (current WRD) President Sergio Calderon during his election campaign, resigned in 2014.

The sources place the amount in dispute with Latham & Watkins at \$1.4 million.

Online documents suggest that disputes exist, with no checks paid to Harris & Associates since April 2014 and no checks paid to Latham & Watkins in 2015.

In that time, WRD has racked up over \$1.7 million in legal fees, just over \$191,000 per month, not counting Latham & Watkins \$1.4 million at the end of 2014.

The staggering total amount is well over \$260,000 per month, paid using funds from WRD ratepayers; and WRD recently raised their rates by 5.0%.

Sources are also telling HMG-CN that current WRD Director Albert Robles was instrumental in bringing Latham & Watkins into WRD at the end of the Proposition 218 fiasco, much the same way Robles, as a Carson City Councilman, brought the high-powered law firm into the Carson Football Stadium negotiations.

Cerritos, Downey, and Signal Hill sued the WRD in 2010, saying it violated Proposition 218 procedural requirements in setting its rate for pumping groundwater. Bellflower joined the case in 2011 after a Los Angeles Superior Court agreed with the cities and ruled the district violated the procedural requirements.

WRD recently agreed to pay \$9.1 million to settle the Proposition 218 lawsuit brought by the four cities.

The lawyers WRD hired is a blue chip listing of Los Angeles firms routinely charging upwards of \$785 an hour for their services.

The list includes Albright, Lee & Schmitt; Alston & Bird; Harris & Associates; Latham & Watkins; Leal-Trejo; Sheppard, Mullin, Richter & Hampton; Takayn & Garcia; and Anthony Willoughby.

Leal-Trejo, Harris & Associates, and Alston & Bird benefitted the most during the three-year billing period.

I Hate Social Security

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Over \$3 million was paid to Leal-Trejo, \$2 million to Harris & Associates, and \$1.3 million to Alston & Bird.

In one month, Alston and Bird racked up \$132,000 in fees while Harris and Associates billed over \$180,000.

Months before Harris and Associates resigned, the law firm billed WRD over \$700,000 in an eight month span.

Anthony Willoughby was paid in what was listed in WRD's check register as a "lump sum" totalling \$89,000 in 2012.

The Latham & Watkins amount of \$1.9 million was paid in October, November and December of 2011.

A Cerritos official, one of four cities involved in the Proposition 218 lawsuit, told HMC CN, "we were doing fine with other law firms, then WRD brought in the 'big gorilla' Latham & Watkins. Latham brought in 'experts' and high paid attorneys to fight against us that generated huge fees, and the ironic thing is that those fees will be paid by WRD ratepayers."

An article by the Los Angeles Times indicated that Latham & Watkins, which helped coordinate Vernon's battle against disincorporation, was paid nearly \$7 million in by Vernon in 2011.

"The law firm is running the city," one Vernon councilman said at the time.

John Van de Kamp, the former state attorney general who was Vernon's ethics advisor, said he also believed the firm's rates at the time were too high.

The article went on, "neither Latham & Watkins nor [Vernon] city administrators would provide detailed legal billings, or answer other questions about the services for which the firm was charging."

Calls and emails into Latham and Watkins about the WRD fees were not returned.

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Unscrupulous Attorney to be Considered as Central Basin Water District's Special Counsel to Conduct Ethics Investigations

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Central Basin GM Kevin Hunt and
law firm in charge of choosing the ethics counsel had "no idea" about the law firm's transgressions.

By Brian Hews

In May 2015, Hews Media Group-Community News exclusively reported that the Water Replenishment District (WRD), based out of Lakewood, California, paid nearly \$10 million in legal fees since 2012, with one of the biggest recipients, Los Angeles based Harris & Associates and its principal owner, John W. Harris (Harris), billing the water agency nearly \$2 million in less than two years.

It was reported that Harris billed WRD over \$700,000 - \$87,000 per month - in an eight-month span.

Inside sources also told HMG-CN that Harris was "cut off" in late April 2014, subsequently engaged in dispute negotiations, and came under an "independent investigation" related to the massive legal fees.

Many in the water industry knew about the investigation at the time.

But that May 2015 HMG-CN article apparently did not cause concern at Central Basin Municipal Water District (CB).

During tomorrow's (Jan. 15) "special meeting," the CB Board will consider Harris as the District's *Special Counsel to Conduct Ethics Investigations*, even though the dark cloud of overbilling WRD hangs over Harris' head.

More egregious, the hiring will basically give Harris a blank check to conduct investigations because the CB Board "cannot tamper" with any ethics investigation.

Long time water veteran, CB GM Kevin Hunt, who surprisingly did not know about Harris' over billings at WRD, told HMG-CN, "we were out of loop on this, the firms were selected by (CB's law firm) Nossaman, based on the criteria we gave them."

The Nossaman attorney in charge of vetting the law firms, Alfred E. Smith II, told HMG-CN in a phone interview, "I had no prior knowledge of the circumstances surrounding Mr. Harris, but thank you for letting me know."

Dispute Negotiations

The dispute negotiations with Harris started in late 2014 when the WRD Board, led by President Sergio Calderon, Director Rob Katherman, and Director Albert "Lil Al" Robles, hired Los Angeles based Sheppard, Mullin, Richter & Hampton (Sheppard) as "independent counsel" to investigate the alleged overbilling by Harris.

No one at WRD questioned the fact that Sheppard was also involved with WRD on other water-related legal matters and that a true independent counsel was not hired.

But the apparent conflict of interest, even though questionable, would not be a factor in the investigation.

HMG-CN has exclusively obtained a document submitted by attorney Adam Kargman in April 2014 from former WRD Board member Lynn Dynally outlining the Harris overbilling in great detail.

Most of the overbilling was related to the *Cerritos v. WRD* lawsuit, L.A. Superior Court case number BS128136.

The document was addressed to WRD Directors, General Manager Rob Whitaker, and WRD Chief Financial Officer Scot Oia.

Kargman did not mince words. The second paragraph of the letter stated, "I wish to advise you that on April 24, 2014, I first began to suspect – and later confirmed the next day, April 25 – that Harris & Associates has been engaged in improper and excessive billing of WRD for its legal services."

Kargman said that in April 2014, principal of the Harris law firm John W. Harris asked him to review billings of the firm's invoices to WRD and "it was then that I noticed discrepancies in his (Kargman's) time entries and also excessive time entries for Mr. Harris."

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As proof, Kargman stated, "I have retained all of my time entries since January 2014 and then compared my actual time entries to the time listed on the invoices sent in by Harris & Associates to WRD, there are numerous discrepancies."

Based on his review of time attributed solely to his work in January 2014, Kargman identified at least 57 fabricated entries and approximately 51.9 hours of padded time.

"At \$275 per hour Harris improperly billed WRD for at least \$14,000 worth of time attributed to me for the month of January 2014."

Re: Harris & Associates

Dear Board Members Mr. Whitaker, and Mr. Oia

I am writing to notify you that I have resigned from my position as attorney of Harris & Associates as of today, April 30, 2014.

Pursuant to Rule 3-500 of the California Rules of Professional Conduct, I wish to advise you that on April 24, 2014, I first began to suspect – and later confirmed the next day, April 25 – that Harris & Associates has been engaged in improper and excessive billing of Water Replenishment District ("WRD") for its legal services.

I began working at Harris & Associates in late December 2011 on a contract basis and joined the firm as an attorney in August 2012. I first suspected the fraudulent billing on April 24, 2014, when I was asked by the firm's principal John W. Harris, to review the time of a paralegal in our office. I never had any responsibility at the firm for client billing and I had not seen any of the firm's invoices to WRD prior to April 25, 2014. In reviewing the invoices at that time, I noted what appeared to be discrepancies in my time entries and excessive time entries for Mr. Harris.

I have retained all of my time entries, as entered by me into the firm's Harvest timekeeper system, since January 2014, and have compared my actual time entries to the time listed on the invoices sent by Harris & Associates to WRD. There are numerous discrepancies. To cite but a few:

- On January 2, 2014, I recorded 0.49 hours to the task of "Review discovery received from Cerritos, Downey, and Signal Hill" in the case *Cerritos, et al v. WRD BS 128136*; Invoice # 114444 falsely indicates that I billed 3 hours for that particular task on that date.
- On January 6, 2014, I recorded 0.65 hours to the task of "Review/revise Negotiation matrix and e-mail D. Alvarez re same" in the case *Cerritos, et al v. WRD BS 128136*; Invoice # 114444 falsely indicates that I billed 1.5 hours for that particular task on that date.
- On January 9, 2014, I recorded 1.80 hours to the task of "Draft separate statement in support of motion to quash" and 2.35 hours to the task of "Draft

motion to quash" in case *Cerritos, et al. v. WRD* BS128136, Invoice # 114444 falsely indicates that I billed 3.9 hours and 4.4 hours, respectively, to those tasks on that date

- On February 5, 2014, I recorded 8.5 hours to the task of "Draft opposition to motion for leave to file supplemental petition" in case *Cerritos, et al. v. WRD* BS128136, Invoice # 114464 falsely indicates that I billed 10.5 hours to that task on that day
- On February 6, 2014, I recorded 2.03 hours reviewing and finalizing the opposition to the motion for leave to file supplemental petition in case *Cerritos, et al. v. WRD* BS128136, Invoice # 114464 falsely indicates that I billed 5.2 hours to that particular task

Based on my review of time attributed solely to my work in January 2014 (Invoice Nos. 114444, 114447, 114448, 114452, 114453, 114454, 114455), I identified at least 51 fabricated entries and approximately 51.9 hours of padded time. This means that at my billing rate of \$276.00 per hour Harris & Associates improperly billed WRD for at least \$14,272.50 worth of time attributed to me for the month of January 2014. (See California Rules of Professional Conduct, Rule 4-200(a) ["A member shall not charge or collect an illegal or unconscionable fee"]; Bus. & Prof. Code § 6148(b) ["All bills rendered by an attorney to a client shall clearly state the basis thereof"]; Cal. State Bar Form Cpn. 1996-147 ["It is not permissible for a lawyer who has agreed to charge the client on an hourly basis to charge the client for more hours than were actually expended on the matter"]; ABA Formal Opinion 93-379 (1993) ["The lawyer who has agreed to bill on the basis of hours expended does not fulfill her ethical duty if she bills the client

Harris Padding His Own Time

Kargman then indicated that he also believed that invoices to WRD included time entries that Harris did not actually perform.

At the time, Harris was paid \$300 per hour.

"I drafted the majority of the documents. I would send my work to Mr. Harris for approval and he typically only gave minor comments. Often his response was simply 'Approved.' Nonetheless the invoices indicated that Mr. Harris, who is frequently out of the office, billed as much or more time on the exact same tasks as I had performed in full."

Kargman cited two instances indicating "these are just a few of the many examples of improper billing I have uncovered."

On one invoice, Harris claimed he spent seven hours reviewing a document sent to him by Kargman.

Kargman said, "I sent the document to him at 10:41 a.m., Mr. Harris sent it back to me at 2:33 p.m., a time span of only four hours, yet Harris billed WRD seven hours."

Another invoice indicated Harris spent four hours reviewing a document sent to him by Kargman.

"I sent Harris the document at 5:17 and received the document back six minutes later at 5:23, yet Harris billed four hours."

I also believe that Harris & Associates's invoices to WRD included time entries for John W. Harris, abbreviated "JWH," for work that he did not actually perform. During my tenure at Harris & Associates, I drafted the majority of WRD's pleadings, correspondence, discovery papers, motions, and other written documents. Although I would send my work to Mr. Harris for approval prior to finalization, he typically only gave minor comments. Often, his response was simply, "Approved." Nonetheless, the invoices indicate that Mr. Harris - who is frequently out of the office - billed as much or more time on the exact same tasks I had performed in full. For instance:

- Invoice No. 114490 states that, on March 3, 2014, Mr. Harris spent 7.0 hours - and incurred \$2,100 of billable time - on "Prep of answer to second amended complaint" in *Cerritos v. WRD*, BS128136. The document referenced was, however, drafted by me on February 28, 2014, for which I billed 1.1 hours. On March 3, 2014, at 10:41 a.m., I e-mailed the document to Mr. Harris. That was the first time I sent the document to Mr. Harris for his review and approval. I subsequently spent an additional 0.8 hours finalizing and coordinating the filing of the document. The Harris & Associates server shows the document was finalized on March 3, 2014 at 2:33 PM, less than four hours after I sent the document to Mr. Harris that morning. Thus, Mr. Harris did not spend 7.0 hours
- Invoice No. 114493 states that on March 11, 2014, Mr. Harris spent 4 hours - and incurred \$1,200 in billable time - on "Review motion to transfer case to 'Wnt and Recovery Dept.'" (Invoice No. 114493). The motion in question was a 4-page document that I prepared and e-mailed to Mr. Harris on March 7, 2014 at 5:17 p.m. Six minutes later, at 5:23 p.m., Mr. Harris responded "Approved." At 5:24 p.m., I e-mailed a reply: "Thanks. I'll get it filed on Mon." Here again, Mr. Harris did not spend the 4.0 hours he billed WRD.

Again, these are just a few of many examples of improper billing I have uncovered

My actual 2014 time entries for WRD matters, as entered by me into the firm's Harvest timekeeper system, are attached via e-mail and enclosed with the hard copies of this letter.

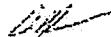
In terms of the Proposition 218 litigation, I e-mailed the most recent litigation matrix detailing the pending activity in the cases to David Alvarez on April 28. I have provided further detail in Attachment A to this letter.

It has been a privilege to represent WRD and I am sorry that this representation has to end under these circumstances. Contemporaneously with sending this letter to you, I have notified Mr. Hems of my resignation, but not the specific reason for it.

I will, of course, be available to answer any questions you may have about the status of the litigation or the billing issues identified in this letter. If you should need to reach me, please contact me through my counsel, Richard Drooyan, whose contact information is as follows:

Richard Drooyan, Esq.
Scheper Kim & Hams LLP
One Bunker Hill
601 West Fifth Street 12th Floor
Los Angeles, CA 90071
Tel: (213) 613-4651
Fax: (213) 613-4656
rdrooyan@scheperkim.com

Very truly yours,



Adam Kargman

A former WRD top employee familiar with John Harris' work at WRD recalls it as "sloppy and a gross abuse of District funds." "We were all aware that H&A were grossly over billing but at the same time aware that these guys were Albert Robles' people, just like 80% of the agency's vendors. We all witnessed the General Manager come unglued by the inept work product provided by Harris, but in front of Robles he praised the guy and acted like he didn't have a care in the world. Quite frankly, it was humiliating to see how Albert Robles intimidated everybody on staff and those who didn't bow to him were targeted for termination. About half the staff remains at WRD that were employed there only 5 years ago. Either they grow disgusted by the threat of the John Harris' of the world or they made the mistake of disagreeing to Albert Robles."

At the CB Special Meeting on Jan. 15, CB GM Kevin Hunt indicated that all law firms will be interviewed, "and we will certainly bring up what HMG-CN found in the interview process."

Nissanian attorney Smith II indicated that the HMG-CN revelation "will be brought to everyone's attention at the meeting."

HMG-CN left a message at Harris' office; Mr. Harris had not returned the call by press time.

HMG-CN also left a message with Adam Kargman's attorney Richard Drooyan; Drooyan had not returned the call by press time.

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Central Basin Director Leticia Vasquez.



CB VP James Roybal

By Brian Hews

News Media Group-Community News exclusively reported Thursday Jan. 7 that Los Angeles-based attorney John W. Harris of Harris and Associates - a friend of Central Basin Municipal Water District (CB) Director Leticia Vasquez - massively overbilled the Lakewood-based Water Replenishment District (WRD) over a two-year period.

Records obtained by HMG-CN indicate that Harris' small firm billed WRD over \$2.7 million in that time span.

Harris' attorney at the time, Adam Kargman, sent a detailed letter with proof of the overbillings to WRD President Rob Katherman, Vice-president William H. Murray, Board-members Sergio Calderon, Albert Robles, and Lynn Dymally, along with GM Robb Whitaker, and Chief Financial Officer Scott Ota.

The document pointed out that in one month, January 2014, Harris padded Kargman's time, adding over 51 bogus hours to his bill, amounting to over \$14,000 in overbilling.

An investigation was initiated with Harris entering into a "settlement agreement."

CB General Manager Kevin Hunt and Nossaman's CB attorney Alfred E. Smith II had "no idea" about Harris' overbillings and chose Harris as one of three finalists for CB's autonomous "Ethics Investigation Counsel."

They both found out that Thursday when HMG-CN published the overbilling story online at loscerritosnews.net and in its print newspaper the next day.

Yet Hunt, Smith II, CB President Bob Ajodan, Vice-president James Roybal and Director Vasquez ignored the documented proof presented online by HMG-CN that Harris overbilled WRD and allowed Harris to interview for CB's Ethics Investigation Counsel on Friday Jan. 8.

"These are just allegations," Roybal said during the interview, "you are innocent until proven guilty." Vasquez echoed Roybal's statement and urged the board to interview Harris.

One long-time observer of CB said, "do you really think CB just 'found' Harris and Associates out of the blue? If you think that, I have a bridge to sell you Vasquez and Roybal are tied to him, and Vasquez' husband, attorney Ron Wilson, is good friends with Harris."

Now, further investigation into Harris' past by HMG-CN has revealed additional connections, once again somehow missed by Hunt and Smith II, between Harris, CB Director Vasquez, and CB Vice-president James Roybal.

This after both Directors claimed they had no further connections to Harris at the Jan. 8 board meeting.

In 2012, WRD Director Rob Katherman started a political action committee (PAC) called Coalition for Clean Affordable Water.

In an interview with HMG-CN, Katherman confirmed he was actively involved in the PAC that helped Vasquez and Roybal get elected to the CB board in 2012.

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Many in the industry questioned Katherman's motives in starting the PAC, with some saying that WRD was attempting to "take over" CB.

Katherman told HMG-CN that the PAC "raised campaign contributions and produced campaign materials that led to the successful election of recalled Lynwood City Council member and Mayor Leticia Vasquez and James Roybal to the CB Board of Directors."

See story click here.

An examination of campaign donations to the PAC reveal that John W. Harris and his law firm Harris and Associates gave the PAC \$1,000.

And Vasquez and Roybal knew Harris gave money to the PAC yet interviewed Harris for a position at CB.

Schedule A (Continuation Sheet) Monetary Contributions Received				Type as printed, amounts may be rounded to whole dollars.		Submit this page with Form 706 or Form 709	
				From	Through	Page	of
				01/01/2012	12/31/2012	4	4
NAME OF CONTRIBUTOR	DATE RECEIVED	FULL NAME, STREET ADDRESS AND ZIP CODE OF CONTRIBUTOR (If committee has office name)	CONTRIBUTION CODE *	IF IN BECAUSE OF OTHER CONTRIBUTION AND OTHER POLITICAL OR CHARITABLE ORGANIZATION	AMOUNT RECEIVED THIS PERIOD	CUMULATIVE DATE YEAR (JAN. 1 - DEC. 31)	PT.
THE TRUST A FIDELITY INVESTMENT COMPANY	01/01/2012	1000 Broadway Blvd., Suite 1000 Los Angeles, CA 90017-1514	1000 1000 1000 1000		\$25.00	\$,000.00	
THE TRUST A FIDELITY INVESTMENT COMPANY	01/01/2012	1000 Broadway Blvd., Suite 1000 Los Angeles, CA 90017-1514	1000 1000 1000 1000		\$25.00	\$,000.00	

DATE RECEIVED	FULL NAME, STREET ADDRESS AND ZIP CODE OF CONTRIBUTOR (IF COMMITTEE PLEASE ENTER NAME)	CONTRIBUTION CODE *	CASH OR OTHER	AMOUNT	CUMULATIVE TO DATE
06/14/2012	James A. Harris 211 S. Main Street, Suite 100 Los Angeles, CA 90012	<input type="checkbox"/> IND <input checked="" type="checkbox"/> COM <input type="checkbox"/> OTH <input type="checkbox"/> PTC <input type="checkbox"/> EGG	Cash	1,000.00	1,000.00
06/14/2012	Leticia Vasquez 111 S. Main Street, Suite 100 Los Angeles, CA 90012	<input type="checkbox"/> IND <input checked="" type="checkbox"/> COM <input type="checkbox"/> OTH <input type="checkbox"/> PTC <input type="checkbox"/> EGG	Cash	1,000.00	2,000.00
06/14/2012	James A. Harris 211 S. Main Street, Suite 100 Los Angeles, CA 90012	<input type="checkbox"/> IND <input checked="" type="checkbox"/> COM <input type="checkbox"/> OTH <input type="checkbox"/> PTC <input type="checkbox"/> EGG	Cash	1,000.00	3,000.00

The PAC spent over \$8,600 on Roybal's campaign, a donation he failed to report at the time, and spent over \$6,300 on Vasquez' campaign, which she did report.

Schedule C Nonmonetary Contributions Received		Type or print name. Amount may be rounded to whole dollars.		Statement cover period		CALIF. FORM 440	
				from 06/01/2012		Page 6	
				through 06/30/2012		ID NUMBER 134686	
DATE RECEIVED	FULL NAME, STREET ADDRESS AND ZIP CODE OF CONTRIBUTOR (IF COMMITTEE PLEASE ENTER NAME)	CONTRIBUTION CODE *	CASH OR OTHER	AMOUNT	CUMULATIVE TO DATE		
06/19/2012	William Lee "Rico" Alvarado "Rico" Trevino 3700 Wilshire Blvd. Suite 1000 Los Angeles, CA 90010	<input type="checkbox"/> IND <input checked="" type="checkbox"/> COM <input type="checkbox"/> OTH <input type="checkbox"/> PTC <input type="checkbox"/> EGG	Cash	120.00	6,335.03		
06/19/2012	Coalition for Clean Affordable Water (013465)	<input type="checkbox"/> IND <input checked="" type="checkbox"/> COM <input type="checkbox"/> OTH <input type="checkbox"/> PTC <input type="checkbox"/> EGG	Cash		6,335.03		

Involved in the PAC were the usual cast of characters that seem to always be involved with Vasquez and Roybal: convicted felon Ricardo "Rico" Mayer, who donated \$13,000 to the PAC; \$7,000 from the law offices of Leal-Trejo; felon who plead down to a misdemeanor Angel Gonzales, whom the PAC spent over \$18,000 in printing and mailing services.

Mayer was the highest donor in the PAC at \$13,000; he and Gonzales also loaned over \$35,000 to Vasquez and Roybal's personal campaign committees, as reported on their individual campaign documents.

CB Director Art Chacon asked Harris at the Friday interview if any connections existed between CB board members and Harris.

Vasquez indicated she was friends with Harris, but Harris failed to mention the donation that helped her get elected.

Roybal said nothing at the interview about the Harris donation.

See story click here.

After the election, Kathernum said that he met with the officials inside Los Angeles City Attorney Mike Feuer's office about his involvement in the PAC.

Katherman said at the time that he is "probably under the microscope now" with legal authorities, but did not say if he was under any type of formal criminal investigation.

HMC-CN contacted CB for a comment from Vasquez and Roybal, both chose not to comment on the story.

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Central Basin GM Kevin Hunt.

Staff Report

In December of last year, a California State audit slammed Commerce-based Central Basin Municipal Water District (CB), citing, among other things, poor leadership and hiring unqualified staff.

Later that day, CB General Manager Kevin Hunt responded to the audit saying, "We are committed to continuing to move Central Basin toward a more transparent and effective District."

The State Audit Report provided over 35 recommendations, but one of the first attempts by Hunt to implement one of the recommendations came under fire.

That recommendation directed CB to establish a "fully independent" Ethics Policy that included a hotline where confidential calls went directly to an independent investigative law firm.

CB's current law firm, Nossaman and Associates chose, through a selection process, three firms to interview as the "independent investigative law firm."

They were: Los Angeles based Harris and Associates, Pasadena based Nohemi Gutierrez, & Ferguson, and Los Angeles based Nixon/Peabody.

HMG-CN exclusively reported that two of the three law firms had, in direct violation of the selection criteria, connections to CB board members: John Harris of Harris and Associates knew CB Director Leticia Vasquez and her husband Ron Wilson and Ferguson's executive assistant has known Director James Roybal for over 30 years.

The selection process indicated that no connections should exist between any CB director or employee, yet somehow two out of the three choices by Nossaman were connected to board members.

Hunt and Nossman's attorney Alfred E. Smith II had "no idea" about the connections.

Vasquez and Roybal, knowing they were interviewing the two law firms prior to the board meeting, said nothing about their relationships until asked by Director Chacon during the meeting.

At the next meeting, Nixon/Peabody was chosen as the agency's law firm.

Now, with the first opportunity to demonstrate to State lawmakers that CB is serious about cleaning up the infighting and "poor leadership" at the embattled agency, Hunt is lashing out at CB Director Art Chacon in a malicious attempt to launch a bogus investigation and discredit the long-time director.

The investigation centers around a Dec. 2015 HMG-CN article entitled *Dirty Water: Payback Politics Put Central Basin's Recycled Water Sales in the Toilet*.

HMG-CN learned from high-level CB sources that certain members on CB's Board of Directors



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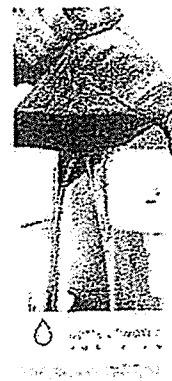
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were, for the sake of political retribution, blocking the implementation of large revenue generating recycled water projects for the cash-strapped agency.

Hunt was reportedly incensed at the accusation he was not selling recycled water and told the Whittier Daily News and reporter Mike Sprague that the high-level source in the article was Chacon which signaled the beginning of the "investigation."



Meanwhile, the board's Administration and Ethics Committee Friday ordered an investigation into accusations that recycled water projects have been blocked for the sake of political retribution.

General Manager Kevin Hunt said the letter of apology received from Director Art Chacon, who was quoted making the charges, only included Hunt in his letter.

"We asked him to revise it to include the directors but no final letter was ever (received)," Hunt said.

Chacon didn't return a phone call seeking comment.

The district's law firm, Mossman, will determine whether Central Basin directors prevented any potential recycled water customer from getting recycled water or if they influenced the development of a project for political payback purposes.

"If (the report) comes back and our record is clean, they can talk to the director," Hunt said. "If you find something happened, you'll have my resignation in a day."

The investigation is expected to cost about \$5,000 and completed in about two weeks.

HMG-CN never indicated in the December article whether the sources came from inside or outside CB, or from former CB employees.

But Hunt said in the WDN article, "...Chacon was quoted making the charges (of political payback)."

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Chacon's actual quote was, "(CB Director) Phil (Hawkins) and I have approached CB General Manager Kevin Hunt several times talking about recycled water and getting out there and approaching these customers and signing them up. But since (Tony) Perez and (former employee John) Tat have left, nothing has been done."

Hawkins actual quote was, "Director Chacon and I are pushing for the closure of these projects. we have been doing that for months because they will bring in much needed revenue to CB. But they are being held up for political and personal reasons, and that's just wrong."

Hunt's interpretation of the quotes was that Chacon was the source telling HMG-CN that certain directors were holding up water sales and is initiating the investigation singling Chacon out while not investigating Hawkins.

When asked why he was not going after Hawkins Hunt told HMG-CN in an email, "In reference to Director Chacon, I did not single him out. When I asked Director Hawkins what he was referring to in the article he said he got his information from Director Chacon."

In a phone conversation with HMG-CN, an angry Hawkins said, "We never even talked about that, I never told Hunt that I got my information from Director Chacon."

HMG-CN Publisher Brian Hews said, "I never reveal my sources, that is the poison pill for a journalist. Hunt is assuming Chacon told me. Fact is, I had more than one person, both inside and outside CB, tell me that sales are being held up for political payback. isn't it obvious? There are over 250 customers waiting to be hooked into CB's recycled water system."

Given Hunt's effort to investigate who leaked the information, and that CB Directors are involved, referring the matter to the independent law firm of Nixon/Peabody for a fully transparent investigation would be judicious.

But Hunt is keeping the investigation in house, with the Ethics Committee and CB's counsel Nossaman, instead of showing complete transparency and referring the matter to Nixon/Peabody telling the WDN that "Nossaman will determine whether CB directors prevented any potential recycled water customers from getting recycled water or if they influenced the development of a project for political payback purposes."

An indignant Hunt told HMG-CN, "I requested the investigation because it affects my reputation and the District's."

But the seedy reputation of some CB Directors does not seem to affect Hunt.

Two of CB's Ethics Committee appointees are Robert "Bob" Apodaca and James Roybal.

CB recently settled a \$670,000 sexual harassment claim against Apodaca, and Roybal was in LAUSD's infamous Teacher Jail, earning money as a teacher while taking money from CB, a violation of LAUSD policy.

Both have publicly expressed their disdain for Chacon and in 2013 both tried to eliminate the Ethics Committee so they would not be investigated.

See story click here.

Still, Hunt wants to remain in control of the investigation using the Ethics Committee and Nossaman. "Nossaman is the Ethics Committee's law firm, the investigation will stay with them."

And with good reason.

Hunt backed himself into a corner with his quote to the WDN saying, "If (the investigation) comes back and our record is clean, they can talk to the director. If you find something (political payback) happened, you'll have my resignation in a day."

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Exhibit B

From: Editor-Hews Media Group <editor@cerritosnews.net>
Subject: Public records request 1/18/16
Date: January 18, 2016 at 12:34:27 PM PST
To: Pete Brown <pbrown@wrld.org>

Good afternoon Pete:

John W. Harris said he settled with the WRD in 2014 on the overbilling issues that I published online last Thursday.

I would like that document and any related documents to that settlement agreement, including any accounting related documents (check from Harris)

I do have documents, but I want them from WRD.

Thanks in advance, please let me know you got this message.

Brian Hews-Publisher-HMG-CN
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brianhews@cerritosnews.net

Exhibit C

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January 29, 2016

VIA U.S. MAIL and E-MAIL (brianhews@cerritosnews.net)

Brian Hews
HMG-CN
P.O. Box 788
Artesia, CA 90701

RE: Public Records Act Requests dated January 18, 2016

Dear Mr. Hews:

This letter shall serve as the Water Replenishment District of Southern California ("WRD") initial response to your Public Records Act request dated January 18, 2016.

Please be advised that while the District has determined that it does maintain records responsive to your PRA request, but additional time is required for the District to examine, evaluate and ascertain the responsive records that can be provided by law.

Therefore, WRD will not be able to comply with your request within the 10 day provision of Government Code Section 6253(c). Correspondingly, Government Code Section 6253(c)(2) provides upon notice the agency can take additional time to review records and formulate its determination. Please anticipate a further response by February 11, 2016.

Please do not hesitate to contact me should you have any questions or concerns at the number above.

Sincerely,



David Alvarez
Leal • Trejo APC

cc: Water Replenishment District of Southern California

Exhibit D

LEAL • TREJO

ATTORNEYS AT LAW
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H. FRANCISCO LEAL
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February 11, 2016

VIA U.S. MAIL and E-MAIL (brianhews@cerritosnews.net)

Brian Hews
HMG-CN
P.O. Box 788
Artesia, CA 90701

RE: Public Records Act Requests dated January 18, 2016

Dear Mr. Hews:

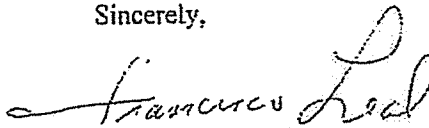
This letter shall serve as the Water Replenishment District of Southern California ("District") response to your Public Records Act request dated January 18, 2016.

Please be advised that while the District has determined that it does maintain records responsive to your PRA request, the District cannot produce the records in question at this time and is withholding the document pursuant to the provisions of Government Code 6255.

Furthermore, be advised that the District has received correspondence from counsel to Mr. Harris threatening to enforce the confidentially terms of the settlement document sought in your request. Given the Mr. Harris and his counsel have the ability pursuant to *Marken v. Santa Monica-Malibu Unified School District* (2012) 202 CA 4th 1250, 1264, to bring a "reverse PRA action" to seek an order preventing disclosure, the District will not be producing responsive records that at this time in order to allow the court to make its determination in this matter.

Please do not hesitate to contact me should you have any questions or concerns at the number above.

Sincerely,


H. Francisco Leal
Leal • Trejo APC

cc: Water Replenishment District of Southern California

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Kelly A. Aviles (SBN 257168) LAW OFFICES OF KELLY A. AVILES 1502 Foothill Blvd., Suite #103-140 La Verne, CA 91750 TELEPHONE NO.: (909) 991-7560 FAX NO.: (909) 991-7594 ATTORNEY FOR (Name): Petitioner Los Cerritos Community Newspaper Group		FOR COURT USE ONLY CONFORMED COPY ORIGINAL FILED Superior Court of California County of Los Angeles FEB 16 2016 Sherr R. Carter, Executive Officer/Clerk By Cristina Grijalva, Deputy
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CASE NAME: Los Cerritos Community Newspaper Group v. Water Replenishment Dist		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)	<input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	CASE NUMBER: BS 16 05 94
Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		JUDGE: DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PIPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PIPD/WD (23) Non-PIPD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PIPD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3,740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input checked="" type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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By Fax

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
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| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☐ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): One
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: February 12, 2016

Kelly A. Aviles

(TYPE OR PRINT NAME)

NOTICE

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

CIVIL CASE COVER SHEET

SHORT TITLE: Los Cerritos Community News. Group v. Water Replenishment	CASE NUMBER BS160594
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**CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to LASC Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☐ YES CLASS ACTION? ☐ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL 2 ☒ HOURS ☐ DAYS

Item II. Select the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet Form, find the main civil case cover sheet heading for your case in the left margin below, and, to the right in Column A, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column B below which best describes the nature of this case.

Step 3: In Column C, circle the reason for the court location choice that applies to the type of action you have checked.
For any exception to the court location, see Los Angeles Superior Court Local Rule 2.0.

By Fax

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- | | |
|---|--|
| 1. Class Actions must be filed in the County Courthouse, Central District. | 6. Location of property or permanently garaged vehicle. |
| 2. May be filed in Central (Other county, or no Bodily Injury/Property Damage). | 7. Location where petitioner resides. |
| 3. Location where cause of action arose. | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred. | 9. Location where one or more of the parties reside. |
| 5. Location where performance required of defendant resides. | 10. Location of Labor Commissioner Office. |

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death - Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7280 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 2., 4. 1., 2., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 2., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 2., 4.
		<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1., 2., 3.
<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death		1., 2., 4.	
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 2., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.

Non-Personal Injury/Property Damage/
Wrongful Death Tort (Cont'd.)

Employment

Contract

Real Property

Judicial Review Unlawful Detainer

SHORT TITLE: Los Cerritos Community News. Group v. Water Replenishment	CASE NUMBER
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A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons -See Step 3 Above
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Breach of Contract/ Warranty (08) (not Insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer- Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.

SHORT TITLE: Los Cerritos Community News. Group v. Water Replenishment	CASE NUMBER
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Judicial Review (Cont'd.)

Provisionally Complex Litigation

Enforcement of Judgment

Miscellaneous Civil Complaints

Miscellaneous Civil Petitions

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
Other Judicial Review (39)	<input checked="" type="checkbox"/> A6150 Other Writ /Judicial Review	② 8.
Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
Construction Defect (10)	<input type="checkbox"/> A6007 Construction defect	1., 2., 3.
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
Partnership Corporation Governance(21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

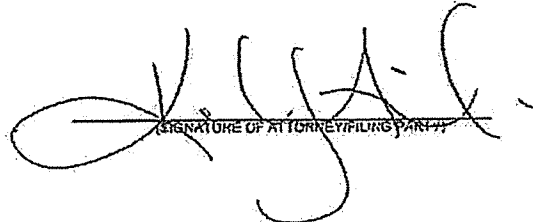
SHORT TITLE Los Cerritos Community News, Group v. Water Replenishment	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.		ADDRESS: 4040 Paramount Boulevard
CITY: Lakewood	STATE: CA	ZIP CODE: 90712

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Los Angeles Superior Court (Code Civ. Proc., § 392 et seq., and LASC Local Rule 2.0, subds. (b), (c) and (d)).

Dated: February 12, 2016


SIGNATURE OF ATTORNEY/FILING PARTY

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:
--

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet form CM-010.
4. Complete Addendum to Civil Case Cover Sheet form LACIV 109 (Rev. 01/07), LASC Approved 03-04.
5. Payment in full of the filing fee, unless fees have been waived.
6. Signed order appointing the Guardian ad Litem, JC form FL-935, if the plaintiff or petitioner is a minor under 18 years of age, or if required by Court.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

EXHIBIT

2

From: Editor-Hews Media Group <editor@cerritosnews.net>
Subject: Public records request 1/18/16
Date: January 18, 2016 at 12:34:27 PM PST
To: Pete Brown <pbrown@wrld.org>

Good afternoon Pete:

John W. Harris said he settled with the WRD in 2014 on the overbilling issues that I published online last Thursday.

I would like that document and any related documents to that settlement agreement, including any accounting related documents (check from Harris)

I do have documents, but I want them from WRD.

Thanks in advance, please let me know you got this message.

Brian Hews-Publisher-HMG-CN
562.407-3873

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86,000 circulation, over 160,000 readers every week.
www.loscerritosnews.net

Over 80,000 unique visitors every month.

Winner of 2013 LA Press Club Award, Best Investigative Series

Winner of 2014 LA Press Club Award, Best News Feature, 2nd place-Best Investigative Newspaper and News Feature

Winner of 2015 LA Press Club Award, Best Investigative Series, Best News Feature

PO Box 788

Artesia, Ca 90701

brianhews@cerritosnews.net

EXHIBIT

3

LEAL-TREJO

ATTORNEYS AT LAW
A PROFESSIONAL CORPORATION

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WWW.LEAL-LAW.COM

February 11, 2016

VIA U.S. MAIL and E-MAIL (brianhews@cerritosnews.net)

Brian Hews
HMG-CN
P.O. Box 788
Artesia, CA 90701

RE: Public Records Act Requests dated January 18, 2016

Dear Mr. Hews:

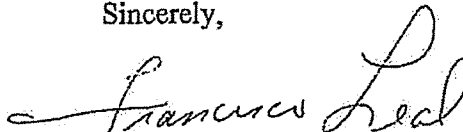
This letter shall serve as the Water Replenishment District of Southern California ("District") response to your Public Records Act request dated January 18, 2016.

Please be advised that while the District has determined that it does maintain records responsive to your PRA request, the District cannot produce the records in question at this time and is withholding the document pursuant to the provisions of Government Code 6255.

Furthermore, be advised that the District has received correspondence from counsel to Mr. Harris threatening to enforce the confidentially terms of the settlement document sought in your request. Given the Mr. Harris and his counsel have the ability pursuant to *Marken v. Santa Monica-Malibu Unified School District* (2012) 202 CA 4th 1250, 1264, to bring a "reverse PRA action" to seek an order preventing disclosure, the District will not be producing responsive records that at this time in order to allow the court to make its determination in this matter.

Please do not hesitate to contact me should you have any questions or concerns at the number above.

Sincerely,



H. Francisco Leal
Leal ■ Trejo APC

cc: Water Replenishment District of Southern California

EXHIBIT

4

LEAL-TREJO

ATTORNEYS AT LAW
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WWW.LEAL-LAW.COM

February 18, 2016

VIA U.S. MAIL, FAX (619-233-3221) & EMAIL (Nanceesschwartz@gmail.com)

Nancee S. Schwartz, Esq.
105 West F Street, Suite 208
San Diego, CA 92101

Re: PRA Request for Settlement Agreement relating to Fee Dispute

Dear Ms. Schwartz:

This letter shall serve as our client's, the Water Replenishment District of Southern California ("District") response to your letter dated January 26, 2016 regarding the Public Records Act ("PRA") request by Cerritos News for the fee dispute "settlement agreement, including any accounting related documents (check from Harris)." See attached PRA email request dated January 18, 2016 ("Request").

We initially responded to the Request with the attached letter dated January 29, 2016. We provided a further response with the attached letter dated February 11, 2016. As you can see by the letter, we declined to produce the document based on Government Code Section 6255 and your threat of litigation to enforce the confidentiality provision.

Today, the Los Cerritos Community Newspaper Group personally served the District with the attached Summons and Verified Petition for Writ of Mandate for Violations of the California Public Records Act ("Writ"). The Petitioner, Los Cerritos Community Newspaper Group filed its Writ in the Los Angeles Superior Court on February 16, 2016. The Writ has been assigned Case Number BS160594 in Department 86 before the Hon. Judge O'Donnell. The District's response is due on Friday, March 18, 2016.

The District intends to disclose the settlement agreement and accounting related documents unless Mr. Harris files a "reverse-CPRA" writ within 15 days of this letter pursuant to *Marken v. Santa Monica-Malibu Unified Sch. Dist.* (2012) 202 Cal.App.4th 1250.

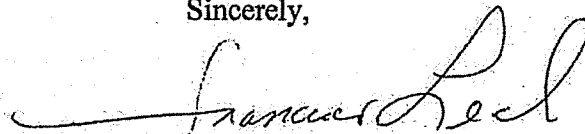
If your client does not provide proof of such a filing within 15 days, i.e., on or before March 4, 2016, the District will provide the requested records to the Los Cerritos Community Newspaper Group on Monday, March 7, 2016.

Nancee S. Schwartz, Esq.
February 18, 2016
Page 2

With respect to Mr. Harris's threatened litigation for breach of contract, section 3.11 of the settlement agreement titled: "Arbitration," states: "Any breach of this agreement shall be submitted to binding arbitration, except a breach by HA for failure to pay" This section also states that the "non-prevailing party as determined by the arbitrator shall bear the costs of the arbitration and the arbitrator can award attorney's fees to the prevailing parties."

Please feel free to contact me if you have any questions or concerns.

Sincerely,

A handwritten signature in cursive script, appearing to read "Francisco Leal". The signature is written in dark ink and is positioned above the printed name.

H. Francisco Leal

CERTIFICATE OF WORD COUNT

The text of this **VERIFIED PETITION FOR WRIT OF MANDATE** consists of 4,112
as counted by the 2010 Microsoft Word word-processing program used to generate this petition.

Dated: March 4, 2016

IVIE, McNEILL & WYATT

BY: 

W. KEITH WYATT

Attorneys for Petitioners

**JOHN W. HARRIS and HARRIS &
ASSOCIATES**

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VERIFICATION
(C.C.P. §§446 and 2015.5)

I, John W. Harris, am the owner of HARRIS & ASSOCIATES, petitioner in the above-entitled action or proceeding. I have read the foregoing **VERIFIED PETITION FOR WRIT OF MANDATE WITH EXHIBITS 1 THROUGH 4** and know the contents thereof, and I certify that the same is true and correct of my own knowledge, except as to those matters which are therein stated upon my information and belief, and as to those matters I believe it to be true.

This Verification was executed on March 4, 2016, at Los Angeles, California.

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




JOHN W. HARRIS

**CERTIFICATE OF WORD COUNT
PURSUANT TO CRC RULE 8.520**

I, John W. Harris, am the petitioner in the above-entitled action or proceeding. I have read the foregoing **VERIFIED PETITION FOR WRIT OF MANDATE WITH EXHIBITS 1 THROUGH 4** and know the contents thereof, and I certify that the same is true and correct of my own knowledge, except as to those matters which are therein stated upon my information and belief, and as to those matters I believe it to be true.

This Verification was executed on March 4, 2016, at Los Angeles, California.

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



JOHN W. HARRIS