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MONTEBELLO UNIFIED SCHOOL
8 DISTRICT AND MONTEBELLO UNIFIED
SCHOOL DISTRICT BOARD OF
9 EDUCATION

FILED
Superior Court of California
County of Los Angeles

JAN 23 2019

Sherri R. Carter, Executive Officer/Clerk
By Reyna Navarro, Deputy

*Exempt from filing fee -
Government Code sections 6103 & 26857*

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES - CENTRAL DISTRICT**

13 CLEVE PELL,

14 Plaintiff,

15 v.

16 THE MONTEBELLO UNIFIED SCHOOL
DISTRICT, a local public education agency;
17 and THE MONTEBELLO UNIFIED SCHOOL
DISTRICT BOARD OF EDUCATION, the
18 governing body of a local public educational
agency and DOES 1-10, inclusive,,
19

20 Defendants.

Case No.: BC679686

**DECLARATION OF MARK SKVARNA IN
SUPPORT OF DEFENDANT
MONTEBELLO UNIFIED SCHOOL
DISTRICT'S EX PARTE APPLICATION
TO CONTINUE TRIAL**

Date: January 23, 2019
Time: 8:30 a.m.

Judge: Hon. Michael P. Linfield
Dept.: 34

Complaint Filed: January 9, 2018
Trial Date: January 23, 2019

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23 I, Mark Skvarna, declare as follows:

24 1. If called upon as a witness in the above referenced matter, I could and would
25 competently testify to the following facts which are within my own personal knowledge:

26 2. I am currently the Fiscal Advisor appointed by the Los Angeles County Office of
27 Education ("LACOE") to the Montebello Unified School District ("MUSD").

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ARTIANO SHINOFF

1 3. As part of my duties as fiscal advisor to MUSD, I review every expenditure of the
2 District and have stay and rescind power.

3 4. I was appointed by LACOE on or about October 2017.

4 5. As part of my duties as fiscal advisor, I was responsible for reviewing and approving
5 the invoices submitted by Del Terra under the Program Management Contract.

6 6. Del Terra's invoices could only be paid with my approval.

7 7. After thorough review of the invoices and the information provided by Del Terra, I
8 approved the monthly invoices made by Del Terra to MUSD.

9 8. There are currently no Project Management contracts with the District involving the
10 bond funds.

11 9. It is my understanding that my testimony regarding the work Del Terra completed at
12 MUSD and their payment under the Program Management Contract is essential to the District's
13 case.

14 10. On January 17, 2019, I was advised that my wife will need emergency spinal surgery.

15 11. My wife will have the surgery in the coming days.

16 12. My wife will be in the hospital recovering for three days after the surgery.

17 13. After her release from the hospital it will be my sole responsibility to care for my
18 wife during her recovery.

19 14. My wife's prior back surgery required a three-week recovery, in which I assisted her
20 with her daily needs.

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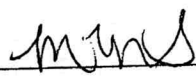
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01/26/2019

1 15. My wife's emergency surgery was not foreseeable and I kindly request that MUSD be
2 provided a continuance so I may appear at trial to testify in this matter.

3 I declare under penalty of perjury under the laws of the State of California that the foregoing
4 is true and correct and the same is executed this 18th day of January 2019 at Los Angeles,
5 California.

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MARK SKVARNA

ARTIANO SHINOFF

01/20/2019