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Exempt from filing fee pursuant to Government Code § 6103

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

OSCAR DE LA TORRE and ELIAS SERNA, Plaintiffs, v. CITY OF SANTA MONICA, and DOES 1 through 10, inclusive Defendants.	CASE NO.: 21STCV08597 Assigned to Hon. Richard L. Fruin **DECLARATION OF CAROL M. SILBERBERG IN SUPPORT OF DEFENDANT CITY OF SANTA MONICA'S MOTION FOR SUMMARY JUDGMENT OR, IN THE ALTERNATIVE, SUMMARY ADJUDICATION VOL II OF IV (EXS. 13-27)** Date: May 6, 2022 Time: 9:15 a.m. Dept.: 15 Reservation No: 661700682638 Action Filed: March 4, 2021 Trial Date: May 16, 2022

I, Carol M. Silberberg, declare as follows:

1. I am an attorney, duly licensed to practice law in the State of California and am an attorney in the law firm of Berry Silberberg Stokes PC, counsel for Defendant City of Santa Monica. I have personal knowledge of the matters stated herein and, if called upon to do so, I could and would competently testify thereto.

2. Attached hereto as **Exhibit 1** is a true and correct copy of transcript excerpts from the deposition of Oscar De la Torre taken on January 20, 2022 in this matter.

3. Attached hereto as **Exhibit 2** is a true and correct copy of transcript excerpts from the deposition of Maria Loya taken on January 25, 2022 in this matter.

4. Attached hereto as **Exhibit 3** is a true and correct copy of transcript excerpts from the deposition of Kevin Shenkman taken on January 27, 2022 in this matter.

5. Attached hereto as **Exhibit 4** is a true and correct copy of transcript excerpts from the deposition of Elias Serna taken on January 21, 2022 in this matter.

6. Attached hereto as **Exhibit 5** is a true and correct copy of transcript excerpts from the deposition of Oscar De la Torre in his individual capacity taken on May 9, 2018 in the CVRA Action.

7. Attached hereto as **Exhibit 6** is a true and correct copy of transcript excerpts from the deposition of Oscar De la Torre in his capacity as the person most qualified for the Pico Neighborhood Association taken on May 11, 2018 in the CVRA Action.

8. Attached hereto as **Exhibit 7** is a true and correct copy of transcript excerpts from the deposition of Maria Loya taken on May 15, 2018 in the CVRA Action.

9. Attached hereto as **Exhibit 8** is a true and correct copy of transcript excerpts from the deposition of Terrence O'Day taken on September 23, 2016 in the CVRA Action.

10. Attached hereto as **Exhibit 9** is a true and correct copy of transcript excerpts from the deposition of Kevin McKeown taken on December 16, 2016 in the CVRA Action.

11. Attached hereto as **Exhibit 10** is a true and correct copy of transcript excerpts from the deposition of Ted Winterer taken on February 26, 2018 in the CVRA Action.

12. Attached hereto as **Exhibit 11** is a true and correct copy of transcript excerpts from the deposition of Sue Himmelrich taken on May 30, 2017 in the CVRA Action.

13. Attached hereto as **Exhibit 12** is a true and correct copy of excerpts from the trial transcripts in the CVRA action from August 22, 2018 and August 23, 2018.

14. Attached hereto as **Exhibit 13** is a true and correct copy of Deposition Exhibit 6 from the deposition of Oscar De la Torre taken on January 20, 2022 in this matter.

15. Attached hereto as **Exhibit 14** is a true and correct copy of Deposition Exhibit 7 from the deposition of Oscar De la Torre taken on January 20, 2022 in this matter.

16. Attached hereto as **Exhibit 15** is a true and correct copy of Deposition Exhibit 12 from the deposition of Oscar De la Torre taken on January 20, 2022 in this matter.

17. Attached hereto as **Exhibit 16** is a true and correct copy of Deposition Exhibit 17 from the deposition of Oscar De la Torre taken on January 20, 2022 in this matter.

18. Attached hereto as **Exhibit 17** is a true and correct copy of Deposition Exhibit 21 from the deposition of Oscar De la Torre taken on January 20, 2022 in this matter.

19. Attached hereto as **Exhibit 18** is a true and correct copy of Deposition Exhibit 24 from the deposition of Oscar De la Torre taken on January 20, 2022 in this matter.

20. Attached hereto as **Exhibit 19** is a true and correct copy of Deposition Exhibit 25 from the deposition of Oscar De la Torre taken on January 20, 2022 in this matter.

21. Attached hereto as **Exhibit 20** is a true and correct copy of Deposition Exhibit 30 from the deposition of Oscar De la Torre taken on January 20, 2022 in this matter.

22. Attached hereto as **Exhibit 21** is a true and correct copy of Deposition Exhibit 31 from the deposition of Oscar De la Torre taken on January 20, 2022 in this matter.

23. Attached hereto as **Exhibit 22** is a true and correct copy of Deposition Exhibit 38 from the deposition of Oscar De la Torre taken on January 20, 2022 in this matter.

24. Attached hereto as **Exhibit 23** is a true and correct copy of Deposition Exhibit 39 from the deposition of Oscar De la Torre taken on January 20, 2022 in this matter.

25. Attached hereto as **Exhibit 24** is a true and correct copy of Deposition Exhibit 41 from the deposition of Oscar De la Torre taken on January 20, 2022 in this matter.

26. Attached hereto as **Exhibit 25** is a true and correct copy of Deposition Exhibit 42 from the deposition of Oscar De la Torre taken on January 20, 2022 in this matter.

27. Attached hereto as **Exhibit 26** is a true and correct copy of Deposition Exhibit 45 from the deposition of Oscar De la Torre taken on January 20, 2022 in this matter.

28. Attached hereto as **Exhibit 27** is a true and correct copy of Deposition Exhibit 51 from the deposition of Maria Loya taken on January 25, 2022 in this matter.

29. Attached hereto as **Exhibit 28** is a true and correct copy of Deposition Exhibit 56 from the deposition of Kevin Shenkman taken on January 27, 2022 in this matter.

30. Attached hereto as **Exhibit 29** is a true and correct copy of Deposition Exhibit 57 from the deposition of Kevin Shenkman taken on January 27, 2022 in this matter.

31. Attached hereto as **Exhibit 30** is a true and correct copy of Deposition Exhibit 58 from the deposition of Kevin Shenkman taken on January 27, 2022 in this matter.

32. Attached hereto as **Exhibit 31** is a true and correct copy of Deposition Exhibit 60 from the deposition of Kevin Shenkman taken on January 27, 2022 in this matter.

33. Attached hereto as **Exhibit 32** is a true and correct copy of Deposition Exhibit 64 from the deposition of Kevin Shenkman taken on January 27, 2022 in this matter.

34. Attached hereto as **Exhibit 33** is a true and correct copy of Deposition Exhibit 65 from the deposition of Kevin Shenkman taken on January 27, 2022 in this matter.

35. Attached hereto as **Exhibit 34** is a true and correct copy of Deposition Exhibit 68 from the deposition of Kevin Shenkman taken on January 27, 2022 in this matter.

36. Attached hereto as **Exhibit 35** is a true and correct copy of Deposition Exhibit 72 from the deposition of Kevin Shenkman taken on January 27, 2022 in this matter.

37. Attached hereto as **Exhibit 36** is a true and correct copy of Deposition Exhibit 74 from the deposition of Kevin Shenkman taken on January 27, 2022 in this matter.

38. Attached hereto as **Exhibit 37** is a true and correct copy of Deposition Exhibit 76 from the deposition of Kevin Shenkman taken on January 27, 2022 in this matter.

39. Attached hereto as **Exhibit 38** is a true and correct copy of Deposition Exhibit 79 from the deposition of Kevin Shenkman taken on January 27, 2022 in this matter.

40. Attached hereto as **Exhibit 39** is a true and correct copy of Deposition Exhibit 80 without the accompanying exhibits from the deposition of Kevin Shenkman taken on January 27, 2022

in this matter.

41. Attached hereto as **Exhibit 40** is a true and correct copy of the January 26, 2021 City Council hearing transcript.

42. Attached hereto as **Exhibit 41** is a true and correct copy of the April 13, 2021 City Council hearing transcript.

43. Attached hereto as **Exhibit 42** is a true and correct copy of the November 9, 2021 City Council hearing transcript.

44. On November 11, 2021, Deputy City Attorney Kirsten Galler and I participated in a scheduled meet and confer telephone conference with counsel for Plaintiffs, Wilfredo Trivino-Perez, and Plaintiff Oscar De la Torre. When the telephone conference began, Mr. Shenkman was also on the line and in the same room as Mr. Trivino-Perez and Mr. De la Torre, and Mr. Shenkman participated throughout the two-and-a-half-hour conference, including making legal arguments opposing the discovery sought by the City of Santa Monica.

45. In November 2021, Mr. Shenkman drafted a declaration to avoid discovery and to aid in the assertion of the deliberative process privilege. On November 17, 2021, Mr. Trivino-Perez sent an email to me attaching "proposed declarations in lieu of discovery" including a proposed declaration for Mr. Shenkman. Attached hereto as **Exhibit 43** is a true and accurate copy of that email and attachment.

46. Attached hereto as **Exhibit 44** is a true and correct copy of documents bates labeled as P0863-0895 produced by Plaintiffs in this matter.

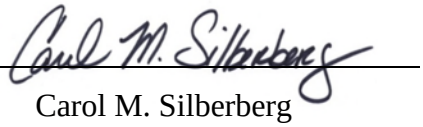
47. Attached hereto as **Exhibit 45** is a true and correct copy of documents bates labeled as P0910-0916 produced by Plaintiffs in this matter.

48. Attached hereto as **Exhibit 46** is a true and correct copy of a declaration of Jon Katz executed on February 4, 2022 (without the thumb drives referenced therein).

49. Attached hereto as **Exhibit 47** is a true and correct copy of Deposition Exhibit 36 from the deposition of Oscar De la Torre taken on January 20, 2022 in this matter.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed on February 12, 2022 at Pasadena, California.

By 

Carol M. Silberberg

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Exhibit 13

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Attorneys for Plaintiffs Oscar De La Torre and Elias Serna

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

OSCAR DE LA TORRE and ELIAS SERNA

Plaintiffs,

v.

CITY OF SANTA MONICA and DOES 1 through 10, inclusive

Defendants.

Case No.: 21STCV08597

PLAINTIFF OSCAR DE LA TORRE'S OBJECTIONS AND RESPONSES TO DEFENDANT'S FIRST SET OF SPECIAL INTERROGATORIES

Exhibit
0006

DEMANDING PARTY: Defendant, City of Santa Monica

RESPONDING PARTY: Plaintiff, Oscar de la Torre

SET NO. : One (1)

SPECIAL INTERROGATORY NO. 1:

IDENTIFY all PERSONS with whom YOU conferred or consulted in deciding to file THIS ACTION.

To "IDENTIFY" a PERSON shall be construed as a request for (a) the name of such PERSON, (b) the present employer of such PERSON, (c) the present office or business address and business telephone number of such PERSON, and (d) the present residential address and residential telephone number of such PERSON. If YOU do not know or cannot determine the present address, telephone number, or present employer of any PERSON referred to in YOUR answers to these interrogatories, provide the last known address, telephone number, or employer.

The term "PERSON" shall mean any individual, firm, partnership, corporation, committee, association, political action group, or other entity.

The terms "YOU" and "YOUR" shall mean and refer to plaintiff Oscar De La Torre and/or any person or entity acting on his behalf, including, but not limited to, all employees, agents, and attorneys thereof, as well as any predecessors-in-interest and all employees, agents, and attorneys thereof.

The term "THIS ACTION" shall mean and refer to Oscar De La Torre, et al. v. City of Santa Monica, Los Angeles Superior Court Case No. 21STCV08597.

RESPONSE TO SPECIAL INTERROGATORY NO. 1:

Objection. This interrogatory seeks to invade the deliberative process privilege, as explained by the California Supreme Court in *Times Mirror Co. v. Superior Court* (1991) 53 Cal.3d 1325. Responding Party is an elected member of the Santa Monica City Council. His communications with others concerning matters that are, have been, or may be the subject of

action by him as an elected member of the Santa Monica City Council are thus protected from disclosure by the deliberative process privilege. In fact, the deliberative process privilege exists to protect not only Responding Party, but also those who communicate with Responding Party, but might not do so, or would do so less candidly, if they believed their communications could be disclosed. Responding Party's response to this interrogatory will thus include only those people whose communications with Responding Party concerning the subject of this interrogatory were in public and thus not subject to the deliberative process privilege. Responding party further objects to this interrogatory on the ground that the definitions of "IDENTIFY" and "YOU" make this interrogatory unduly burdensome and hopelessly incomprehensible. Responding Party will therefore give those terms their usual meanings, by providing only names and limiting "YOU" to Responding Party. Subject to and without waiving the foregoing objections, Responding Party responds as follows: Responding Party recalls Councilmembers Gleam Davis and Sue Himmelrich encouraging him to file the instant action in order to test whether he has a "common law conflict of interest" that precludes him from fulfilling his duties as an elected member of the Santa Monica City Council in connection with votes, decisions, meetings and deliberations regarding *Pico Neighborhood Association, et al. v. City of Santa Monica*.

SPECIAL INTERROGATORY NO. 2:

IDENTIFY all PERSONS with whom YOU conferred or consulted in preparing YOUR COMPLAINT filed in THIS ACTION.

To "IDENTIFY" a PERSON shall be construed as a request for (a) the name of such PERSON, (b) the present employer of such PERSON, (c) the present office or business address and business telephone number of such PERSON, and (d) the present residential address and residential telephone number of such PERSON. If YOU do not know or cannot determine the present address, telephone number, or present employer of any PERSON

referred to in YOUR answers to these interrogatories, provide the last known address, telephone number, or employer.

The term "PERSON" shall mean any individual, firm, partnership, corporation, committee, association, political action group, or other entity.

The terms "YOU" and "YOUR" shall mean and refer to plaintiff Oscar De La Torre and/or any person or entity acting on his behalf, including, but not limited to, all employees, agents, and attorneys thereof, as well as any predecessors-in-interest and all employees, agents, and attorneys thereof.

The term "THIS ACTION" shall mean and refer to Oscar De La Torre, et al. v. City of Santa Monica, Los Angeles Superior Court Case No. 21 STCV08597.

The term "COMPLAINT" shall mean and refer to any complaint filed in THIS ACTION, including the original, first amended complaint and the second amended complaint.

RESPONSE TO SPECIAL INTERROGATORY NO. 2:

Objection. This interrogatory seeks to invade the deliberative process privilege, as explained by the California Supreme Court in *Times Mirror Co. v. Superior Court* (1991) 53 Cal.3d 1325. Responding Party is an elected member of the Santa Monica City Council. His communications with others concerning matters that are, have been, or may be the subject of action by him as an elected member of the Santa Monica City Council are thus protected from disclosure by the deliberative process privilege. In fact, the deliberative process privilege exists to protect not only Responding Party, but also those who communicate with Responding Party, but might not do so, or would do so less candidly, if they believed their communications could be disclosed. Responding Party's response to this interrogatory will thus include only those people whose communications with Responding Party concerning the subject of this interrogatory were in public and thus not subject to the deliberative process privilege. Responding party further objects to this interrogatory on the ground that the definitions of "IDENTIFY" and "YOU" make this interrogatory unduly burdensome and

hopelessly incomprehensible. Responding Party will therefore give those terms their usual meanings, by providing only names and limiting "YOU" to Responding Party. Subject to and without waiving the foregoing objections, Responding Party responds as follows: The Complaint in this action was not prepared by Responding Party.

SPECIAL INTERROGATORY NO. 3:

DESCRIBE IN DETAIL all COMMUNICATIONS between YOU and the SHENKMAN LAW FIRM RELATING TO THIS ACTION.

The phrase "DESCRIBE IN DETAIL" shall mean to: (a) describe fully by reference to underlying facts rather than by ultimate facts or conclusions of fact or law, and (b) particularize as to (1) time, (2) place, (3) manner, and (4) identity of PERSONS involved.

The term "COMMUNICATIONS" means all occasions on which information was conveyed from one person to another (a) by means of a DOCUMENT, (b) verbally, including by means of a telephone or other mechanical device, or (c) electronically.

The term "YOU" shall mean and refer to plaintiff Oscar De La Torre and/or any person or entity acting on his behalf, including, but not limited to, all employees, agents, and attorneys thereof, as well as any predecessors-in-interest and all employees, agents, and attorneys thereof.

The term "SHENKMAN LAW FIRM" shall mean and refer to the law firm Shenkman & Hughes PC and includes, without limitation, all attorneys, agents, and employees of Shenkman & Hughes PC including, without limitation, Kevin Shenkman, Mary Hughes, and Andrea Alarcon.

The term "RELATING TO" means "concerning," "constituting," "containing," "embodying," "reflecting," "identifying," "stating," "referring to," or "evidencing," in whole or in part, the given subject matter.

The term "THIS ACTION" shall mean and refer to Oscar De La Torre, et al. v. City of Santa Monica, Los Angeles Superior Court Case No. 21STCV08597.

The term "PERSONS" shall mean any individual, firm, partnership, corporation, committee, association, political action group, or other entity.

The terms "DOCUMENT" and "DOCUMENTS" means all communications in a tangible form, however produced, reproduced or stored on any electronic media, and shall include, but shall not be limited to, the following: correspondence, letters, telegrams, telexes, notes, text messages, mailgrams, minutes, agendas, memoranda, notes or summaries of telephone conversations or messages, interoffice and intra-office communications, including electronic mail, whether in printed or computerized format, reports, studies, files, contracts, licenses, agreements, bonds, financial statements, balance sheets, profit and loss statements of financial condition, income tax returns, work sheets, cost sheets, projections, schedules, forecasts, ledgers, books of account, records and journals, invoices, receipts, bills, orders, billings, checks, proposals, feasibility studies, estimates, deeds, leases, mortgages, assignments, or other instruments related to real or personal property, official documents, projects, statistical records, surveys, maps, books, pamphlets, analyses, working papers, speeches, advertisements, charts, requests for authorization, desk calendars, appointment books, diaries, drawings, sketches, graphs, photographs, movies, sound reproduction tapes, videotapes, videodiscs, phonograph records, microtape, microfilm, microfiche, data compilations from which information can be obtained or translated through detection devices into reasonably usable form, computer inputs or outputs, computer tapes, discs, printouts, programs or any other tangible thing that constitutes matter within the scope of California Code of Civil Procedure Section 2031.010. The term "DOCUMENT" or "DOCUMENTS" shall also mean originals and exact copies or reproductions of all such written, printed, typed, recorded or graphic material or matter upon which notations or markings in writing, print or otherwise have been made which do not appear in the originals. Where there is any question about whether a tangible item otherwise described in this request falls within the definition of DOCUMENT or DOCUMENTS, such tangible item shall be produced.

RESPONSE TO SPECIAL INTERROGATORY NO. 3:

Objection. This interrogatory seeks to invade the deliberative process privilege, as explained by the California Supreme Court in *Times Mirror Co. v. Superior Court* (1991) 53 Cal.3d 1325. Responding Party is an elected member of the Santa Monica City Council. His communications with others concerning matters that are, have been, or may be the subject of action by him as an elected member of the Santa Monica City Council are thus protected from disclosure by the deliberative process privilege. In fact, the deliberative process privilege exists to protect not only Responding Party, but also those who communicate with Responding Party, but might not do so, or would do so less candidly, if they believed their communications could be disclosed. Responding Party's response to this interrogatory will thus include only those people whose communications with Responding Party concerning the subject of this interrogatory were in public and thus not subject to the deliberative process privilege. Responding party further objects to this interrogatory on the ground that the definition of "YOU" makes this interrogatory unduly burdensome and hopelessly incomprehensible. Responding Party will therefore give that term its usual meaning, by providing only names and limiting "YOU" to Responding Party. Subject to and without waiving the foregoing objections, Responding Party responds as follows: Responding Party has had no public communications with Shenkman & Hughes PC regarding the above-captioned case.

SPECIAL INTERROGATORY NO. 4:

DESCRIBE IN DETAIL all COMMUNICATIONS between YOU and the SHENKMAN LAW FIRM RELATING TO THE CVRA ACTION for the time period following YOUR being sworn in as a CITY Councilmember on or about December 8, 2020 to the present.

The phrase "DESCRIBE IN DETAIL" shall mean to: (a) describe fully by reference to underlying facts rather than by ultimate facts or conclusions of fact or law, and (b) particularize as to (1) time, (2) place, (3) manner, and (4) identity of PERSONS involved.

The term "COMMUNICATIONS" means all occasions on which information was conveyed from one person to another (a) by means of a DOCUMENT, (b) verbally, including by means of a telephone or other mechanical device, or (c) electronically.

The terms "YOU" and "YOUR" shall mean and refer to plaintiff Oscar De La Torre and/or any person or entity acting on his behalf, including, but not limited to, all employees, agents, and attorneys thereof, as well as any predecessors-in-interest and all employees, agents, and attorneys thereof.

The term "SHENKMAN LAW FIRM" shall mean and refer to the law firm Shenkman & Hughes PC and includes, without limitation, all attorneys, agents, and employees of Shenkman & Hughes PC including, without limitation, Kevin Shenkman, Mary Hughes, and Andrea Alarcon.

The term "RELATING TO" means "concerning," "constituting," "containing," "embodying," "reflecting," "identifying," "stating," "referring to," or "evidencing," in whole or in part, the given subject matter.

The term "CVRA ACTION" shall mean and refer to Pico Neighborhood Association, et al. v. City of Santa Monica, Los Angeles Superior Court Case No. BC616804, Ct. App. Case No. B295935, Supreme Ct. Case No. S263972.

The term "CITY" shall mean and refer to defendant City of Santa Monica and/or any person acting on its behalf, including but not limited to all officers, employees, agents, and attorneys thereof.

The term "PERSONS" shall mean any individual, firm, partnership, corporation, committee, association, political action group, or other entity.

The terms "DOCUMENT" and "DOCUMENTS" means all communications in a tangible form, however produced, reproduced or stored on any electronic media, and shall include, but shall not be limited to, the following: correspondence, letters, telegrams, telexes, notes, text messages, mailgrams, minutes, agendas, memoranda, notes or summaries of telephone conversations or messages, interoffice and intra-office communications, including electronic mail, whether in printed or computerized format, reports, studies, files, contracts, licenses, agreements, bonds, financial statements, balance sheets, profit and loss statements of financial condition, income tax returns, work sheets, cost sheets, projections, schedules, forecasts, ledgers, books of account, records and journals, invoices, receipts, bills, orders, billings, checks, proposals, feasibility studies, estimates, deeds, leases, mortgages, assignments, or other instruments related to real or personal property, official documents, projects, statistical records, surveys, maps, books, pamphlets, analyses, working papers, speeches, advertisements, charts, requests for authorization, desk calendars, appointment books, diaries, drawings, sketches, graphs, photographs, movies, sound reproduction tapes, videotapes, videodiscs, phonograph records, microtape, microfilm, microfiche, data compilations from which information can be obtained or translated through detection devices into reasonably usable form, computer inputs or outputs, computer tapes, discs, printouts, programs or any other tangible thing that constitutes matter within the scope of California Code of Civil Procedure Section 2031.010. The term "DOCUMENT" or "DOCUMENTS" shall also mean originals and exact copies or reproductions of all such written, printed, typed, recorded or graphic material or matter upon which notations or markings in writing, print or otherwise have been made which do not appear in the originals. Where there is any question about whether a tangible item otherwise described in this request falls within the definition of DOCUMENT or DOCUMENTS, such tangible item shall be produced.

RESPONSE TO SPECIAL INTERROGATORY NO. 4:

Objection. This interrogatory seeks to invade the deliberative process privilege, as explained by the California Supreme Court in *Times Mirror Co. v. Superior Court* (1991) 53 Cal.3d 1325. Responding Party is an elected member of the Santa Monica City Council. His communications with others concerning matters that are, have been, or may be the subject of action by him as an elected member of the Santa Monica City Council are thus protected from disclosure by the deliberative process privilege. In fact, the deliberative process privilege exists to protect not only Responding Party, but also those who communicate with Responding Party, but might not do so, or would do so less candidly, if they believed their communications could be disclosed. Responding Party's response to this interrogatory will thus include only those people whose communications with Responding Party concerning the subject of this interrogatory were in public and thus not subject to the deliberative process privilege. Responding party further objects to this interrogatory on the ground that the definition of "YOU" makes this interrogatory unduly burdensome and hopelessly incomprehensible. Responding Party will therefore give that term its usual meaning, by providing only names and limiting "YOU" to Responding Party. Subject to and without waiving the foregoing objections, Responding Party responds as follows: Responding Party has had no public communications with Shenkman & Hughes PC regarding *Pico Neighborhood Association, et al. v. City of Santa Monica* since December 2020.

SPECIAL INTERROGATORY NO. 5:

DESCRIBE IN DETAIL all facts that YOU contend support YOUR position alleged in THIS ACTION that YOU do not have a conflict of interest concerning the CVRA ACTION as a CITY councilmember.

The phrase "DESCRIBE IN DETAIL" shall mean to: (a) describe fully by reference to underlying facts rather than by ultimate facts or conclusions of fact or law, and (b) particularize as to (1) time, (2) place, (3) manner, and (4) identity of PERSONS involved.

The terms "YOU" and "YOUR" shall mean and refer to plaintiff Oscar De La Torre and/or any person or entity acting on his behalf, including, but not limited to, all employees, agents, and attorneys thereof, as well as any predecessors-in-interest and all employees, agents, and attorneys thereof.

The term "THIS ACTION" shall mean and refer to Oscar De La Torre, et al. v. City of Santa Monica, Los Angeles Superior Court Case No. 21STCV08597.

The term "CVRA ACTION" shall mean and refer to Pico Neighborhood Association, et al. v. City of Santa Monica, Los Angeles Superior Court Case No. BC616804, Ct. App. Case No. B295935, Supreme Ct. Case No. S263972.

The term "CITY" shall mean and refer to defendant City of Santa Monica and/or any person acting on its behalf, including but not limited to all officers, employees, agents, and attorneys thereof.

The term "PERSONS" shall mean any individual, firm, partnership, corporation, committee, association, political action group, or other entity.

RESPONSE TO SPECIAL INTERROGATORY NO. 5:

Objection. This sort of omnibus interrogatory – here essentially seeking all facts that support Plaintiffs' case – is improper because it is "as broad as space.". (City of Los Angeles v. Superior Court (1961) 196 Cal. App. 2d 743, 748; also see Flora Crane Service, Inc. v. Superior Court (1965) 234 Cal. 2d 767, 786-87 [describing such omnibus discovery requests as "not merely a 'fishing expedition, but, as one court described it, an effort to 'drain the pond and collect the fish from the bottom'."]); Responding party further objects to this interrogatory on the ground that the definition of "YOU" makes this interrogatory unduly burdensome and hopelessly incomprehensible. Responding Party will therefore give that term its usual meaning by limiting "YOU" to Responding Party. Subject to and without waiving the foregoing objections, Responding Party responds as follows: As more fully discussed in Plaintiffs' Verified Second Amended Complaint and Plaintiffs' Opposition to

Defendant's Demurrer to the Second Amended Complaint, Responding Party has no "personal interest" in *Pico Neighborhood Association, et al. v. City of Santa Monica* different than a large number of constituents. Responding Party campaigned on the promise to end the city's wastefully expensive and divisive fight against its own citizens' voting rights, and his duty now as an elected councilmember is to ensure the peoples' voices are respected.

SPECIAL INTERROGATORY NO. 6:

DESCRIBE IN DETAIL all facts that YOU contend support YOUR position alleged in THIS ACTION that the CITY has violated the Ralph M. Brown Act.

The phrase "DESCRIBE IN DETAIL" shall mean to: (a) describe fully by reference to underlying facts rather than by ultimate facts or conclusions of fact or law, and (b) particularize as to (1) time, (2) place, (3) manner, and (4) identity of PERSONS involved.

The terms "YOU" and "YOUR" shall mean and refer to plaintiff Oscar De La Torre and/or any person or entity acting on his behalf, including, but not limited to, all employees, agents, and attorneys thereof, as well as any predecessors-in-interest and all employees, agents, and attorneys thereof.

The term "THIS ACTION" shall mean and refer to Oscar De La Torre, et al. v. City of Santa Monica, Los Angeles Superior Court Case No. 21 STCV08597.

The term "CITY" shall mean and refer to defendant City of Santa Monica and/or any person acting on its behalf, including but not limited to all officers, employees, agents, and attorneys thereof.

The term "PERSONS" shall mean any individual, firm, partnership, corporation, committee, association, political action group, or other entity.

RESPONSE TO SPECIAL INTERROGATORY NO. 6:

Objection. This sort of omnibus interrogatory – here seeking all facts that support Plaintiffs' second cause of action – is improper because it is "as broad as space.". (City of Los Angeles v. Superior Court (1961) 196 Cal. App. 2d 743, 748; also see Flora Crane Service, Inc. v. Superior Court (1965) 234 Cal. 2d 767, 786-87 [describing such omnibus

discovery requests as "not merely a 'fishing expedition, but, as one court described it, an effort to 'drain the pond and collect the fish from the bottom'."]); Responding party further objects to this interrogatory on the ground that the definition of "YOU" makes this interrogatory unduly burdensome and hopelessly incomprehensible. Responding Party will therefore give that term its usual meaning by limiting "YOU" to Responding Party. Subject to and without waiving the foregoing objections, Responding Party responds as follows: As more fully discussed in Plaintiffs' Verified Second Amended Complaint and Plaintiffs' Opposition to Defendant's Demurrer to the Second Amended Complaint: Responding Party has no "personal interest" in *Pico Neighborhood Association, et al. v. City of Santa Monica* different than a large number of constituents; and Defendant threatens to unlawfully hold closed session meetings of a majority, but not all, of its city council, to discuss, deliberate, and provide direction concerning *Pico Neighborhood Association, et al. v. City of Santa Monica* by excluding Responding Party, an elected member of the Santa Monica City Council, from such meetings.

SPECIAL INTERROGATORY NO. 7:

DESCRIBE IN DETAIL all facts that YOU contend support YOUR position alleged in THIS ACTION that the CITY lacks authority to exclude YOU from closed session CITY council meetings RELATING TO the CVRA ACTION.

The phrase "DESCRIBE IN DETAIL" shall mean to: (a) describe fully by reference to underlying facts rather than by ultimate facts or conclusions of fact or law, and (b) particularize as to (1) time, (2) place, (3) manner, and (4) identity of PERSONS involved. The terms "YOU" and "YOUR" shall mean and refer to plaintiff Oscar De La Torre and/or any person or entity acting on his behalf, including, but not limited to, all employees, agents, and attorneys thereof, as well as any predecessors-in-interest and all employees, agents, and attorneys thereof.

The term "THIS ACTION" shall mean and refer to Oscar De La Torre, et al. v. City of Santa Monica, Los Angeles Superior Court Case No. 21STCV08597.

The term "CITY" shall mean and refer to defendant City of Santa Monica and/or anyperson acting on its behalf, including but not limited to all officers, employees, agents, and attorneys thereof.

The term "RELATING TO" means "concerning," "constituting," "containing," "embodying," "reflecting," "identifying," "stating," "referring to," or "evidencing," in whole or in part, the given subject matter.

The term "CVRA ACTION" shall mean and refer to Pico Neighborhood Association, et al. v. City of Santa Monica, Los Angeles Superior Court Case No. BC616804, Ct. App. Case No. B295935, Supreme Ct. Case No. S263972.

The term "PERSONS" shall mean any individual, firm, partnership, corporation, committee, association, political action group, or other entity.

RESPONSE TO SPECIAL INTERROGATORY NO. 7:

Objection. This sort of omnibus interrogatory – here essentially seeking all facts that support Plaintiffs' case – is improper because it is "as broad as space.". (City of Los Angeles v. Superior Court (1961) 196 Cal. App. 2d 743, 748; also see Flora Crane Service, Inc. v. Superior Court (1965) 234 Cal. 2d 767, 786-87 [describing such omnibus discovery requests as "not merely a 'fishing expedition, but, as one court described it, an effort to 'drain the pond and collect the fish from the bottom'."].) Responding party further objects to this interrogatory on the ground that the definition of "YOU" makes this interrogatory unduly burdensome and hopelessly incomprehensible. Responding Party will therefore give that term its usual meaning by limiting "YOU" to Responding Party. Subject to and without waiving the foregoing objections, Responding Party responds as follows: As more fully discussed in Plaintiffs' Verified Second Amended Complaint and Plaintiffs' Opposition to Defendant's Demurrer to the Second Amended Complaint: Responding Party has no "personal interest" in *Pico Neighborhood Association, et al. v. City of Santa Monica* different than a large number of constituents; Defendant threatens to unlawfully hold closed session

meetings of a majority, but not all, of its city council, to discuss, deliberate, and provide direction concerning *Pico Neighborhood Association, et al. v. City of Santa Monica* by excluding Responding Party, an elected member of the Santa Monica City Council, from such meetings; and the authority to determine issues of conflicts of interest lies with the California courts and Fair Political Practices Commission, not political subdivisions or their governing boards.

SPECIAL INTERROGATORY NO. 8:

For the period beginning on November 20, 2020, identify all legal-related matters including, without limitation, legal proceedings, non-litigation proceedings, lawsuits, and arbitrations, in which YOU have received legal advice from the SHENKMAN LAW FIRM.

The term "YOU" shall mean and refer to plaintiff Oscar De La Torre and/or any person or entity acting on his behalf, including, but not limited to, all employees, agents, and attorneys thereof, as well as any predecessors-in-interest and all employees, agents, and attorneys thereof.

The term "SHENKMAN LAW FIRM" shall mean and refer to the law firm Shenkman & Hughes PC and includes, without limitation, all attorneys, agents, and employees of Shenkman & Hughes PC including, without limitation, Kevin Shenkman, Mary Hughes, and Andrea Alarcon.

RESPONSE TO SPECIAL INTERROGATORY NO. 8:

Objection. This interrogatory seeks to invade the deliberative process privilege, as explained by the California Supreme Court in *Times Mirror Co. v. Superior Court* (1991) 53 Cal.3d 1325. Responding Party is an elected member of the Santa Monica City Council. His communications with others concerning matters that are, have been, or may be the subject of action by him as an elected member of the Santa Monica City Council are thus protected from disclosure by the deliberative process privilege. In fact, the deliberative process privilege exists to protect not only Responding Party, but also those who communicate with

Responding Party, but might not do so, or would do so less candidly, if they believed their communications could be disclosed. Responding Party's response to this interrogatory will thus include only those people whose communications with Responding Party concerning the subject of this interrogatory were in public and thus not subject to the deliberative process privilege. Responding Party further objects to this interrogatory on the ground that it seeks to invade the attorney-client privilege. Shenkman & Hughes PC represents Responding Party's wife. To the extent Shenkman & Hughes PC attorneys communicate with Ms. Loya, those communications may be privileged even if such communications are in the presence of Responding Party. Responding party further objects to this interrogatory on the ground that the definition of "YOU" makes this interrogatory unduly burdensome and hopelessly incomprehensible. Responding Party will therefore give that term its usual meaning, by providing only names and limiting "YOU" to Responding Party. Subject to and without waiving the foregoing objections, Responding Party responds as follows: Responding Party has had no public communications with Shenkman & Hughes PC regarding legal proceedings since November 20, 2020.

SPECIAL INTERROGATORY NO. 9:

For the period beginning on November 20, 2020, identify all legal-related matters including, without limitation, legal proceedings, non-litigation proceedings, lawsuits, and arbitrations, in which MARIA LOYA has received legal advice from the SHENKMAN LAW FIRM.

The term "MARIA LOY A" shall mean and refer to Maria Loya, wife of plaintiff Oscar De La Torre, and/or any person or entity acting on her behalf, including, but not limited to, all employees, agents, and attorneys thereof, as well as any predecessors-in-interest and all employees, agents, and attorneys thereof.

The term "SHENKMAN LAW FIRM" shall mean and refer to the law firm Shenkman & Hughes PC and includes, without limitation, all attorneys, agents, and employees of

Shenkman & Hughes PC including, without limitation, Kevin Shenkman, Mary Hughes, and Andrea Alarcon.

RESPONSE TO SPECIAL INTERROGATORY NO. 9:

Objection. This interrogatory seeks to invade the attorney-client privilege. Shenkman & Hughes PC represents Responding Party's wife. To the extent Shenkman & Hughes PC attorneys communicate with Ms. Loya, those communications may be privileged even if such communications are in the presence of Responding Party. Responding party further objects to this interrogatory on the ground that the definition of "MARIA LOYA" makes this interrogatory unduly burdensome and hopelessly incomprehensible. Responding Party will therefore give that term its usual meaning, by limiting "MARIA LOYA" to Responding Party's wife. Subject to and without waiving the foregoing objections, Responding Party responds as follows: Responding Party believes that Shenkman & Hughes PC has provided legal advice to Maria Loya concerning *Pico Neighborhood Association v. City of Santa Monica* at various times over the past 5+ years.

SPECIAL INTERROGATORY NO. 10:

DESCRIBE IN DETAIL the specific relief YOU are requesting in YOUR "Prayer for Relief" in the COMPLAINT filed in THIS ACTION including, without limitation, the specific declarations YOU are seeking.

The phrase "DESCRIBE IN DETAIL" shall mean to: (a) describe fully by reference to underlying facts rather than by ultimate facts or conclusions of fact or law, and (b) particularize as to (1) time, (2) place, (3) manner, and (4) identity of PERSONS involved.

The terms "YOU" and "YOUR" shall mean and refer to plaintiff Oscar De La Torre and/or any person or entity acting on his behalf, including, but not limited to, all employees, agents, and attorneys thereof, as well as any predecessors-in-interest and all employees, agents, and attorneys thereof.

The term "THIS ACTION" shall mean and refer to Oscar De La Torre, et al. v. City of Santa Monica, Los Angeles Superior Court Case No. 21STCV08597.

The term "PERSONS" shall mean any individual, firm, partnership, corporation, committee, association, political action group, or other entity. The term "COMPLAINT" shall mean and refer to any complaint filed in THIS ACTION, including the original, first amended complaint and the second amended complaint.

RESPONSE TO SPECIAL INTERROGATORY NO. 10:

Objection. This interrogatory seeks a narrative of infinitesimally granular facts when the requested relief in the operative complaint is already sufficient detailed, and verified. Responding party further objects to this interrogatory on the ground that the definition of "YOU" makes this interrogatory unduly burdensome and hopelessly incomprehensible. Responding Party will therefore give that term its usual meaning by limiting "YOU" to Responding Party. Subject to and without waiving the foregoing objections, Responding Party responds as follows: As more fully discussed in Plaintiffs' Verified Second Amended Complaint and Plaintiffs' Opposition to Defendant's Demurrer to the Second Amended Complaint: Responding Party seeks the following relief in the above-captioned case:

- For a decree that Defendants may not exclude Responding Party from meetings, discussions or decisions of the Santa Monica City Council unless and until a court of competent jurisdiction determines that Responding Party has a conflict of interest that prevents him from participating in the corresponding meetings, discussions or decisions;
- For a decree that Responding Party is entitled to participate in all meetings, discussions and decisions of the Santa Monica City Council, like all other members of the Santa Monica City Council, unless and until a court of competent jurisdiction determines that Responding Party has a conflict of interest that prevents him from participating in the corresponding meetings, discussions or decisions;

- For preliminary and permanent injunctive relief enjoining Defendants from excluding Responding Party from meetings, discussions or decisions of the Santa Monica City Council unless and until a court of competent jurisdiction determines that Responding Party has a conflict of interest that prevents him from participating in the corresponding meetings, discussions or decisions;
- For injunctive relief prohibiting Defendants from excluding any member of the Santa Monica City Council from meetings, discussions or decisions of the Santa Monica City Council absent a determination by a court of competent jurisdiction that such member of the Santa Monica City Council has a conflict of interest that prevents him/her from participating in the corresponding meetings, discussions or decisions;
- For injunctive relief prohibiting Defendants from holding closed session meetings of a majority of the Santa Monica City Council while excluding Responding Party or any other member of the Santa Monica City Council from those closed session meetings, unless and until a court of competent jurisdiction has determined that such member of the Santa Monica City Council has a conflict of interest that prevents him/her from participating in the closed session meetings.
- For injunctive relief requiring Defendant to permit Responding Party to view the recording of the January 26, 2021 closed session council meeting from which he was excluded.
- For an award of Plaintiffs' attorneys' fees, costs, litigation expenses and prejudgment interest pursuant to the Ralph M. Brown Act, section 1021.5 of the Code of Civil Procedure, and other applicable law; and
- For such further relief as the Court deems just and proper.

SPECIAL INTERROGATORY NO. 11:

DESCRIBE IN DETAIL all facts that YOU contend support YOUR position that communications between YOU and the SHENKMAN LAW FIRM RELATING TO THIS ACTION are subject to the deliberative process privilege.

The phrase "DESCRIBE IN DETAIL" shall mean to: (a) describe fully by reference to underlying facts rather than by ultimate facts or conclusions of fact or law, and (b) particularize as to (1) time, (2) place, (3) manner, and (4) identity of PERSONS involved.

The terms "YOU" and "YOUR" shall mean and refer to plaintiff Oscar De La Torre and/or any person or entity acting on his behalf, including, but not limited to, all employees, agents, and attorneys thereof, as well as any predecessors-in-interest and all employees, agents, and attorneys thereof.

The term "SHENKMAN LAW FIRM" shall mean and refer to the law firm Shenkman & Hughes PC and includes, without limitation, all attorneys, agents, and employees of Shenkman & Hughes PC including, without limitation, Kevin Shenkman, Mary Hughes, and Andrea Alarcon.

The term "RELATING TO" means "concerning," "constituting," "containing," "embodying," "reflecting," "identifying," "stating," "referring to," or "evidencing," in whole or in part, the given subject matter.

The term "THIS ACTION" shall mean and refer to Oscar De La Torre, et al. v. City of Santa Monica, Los Angeles Superior Court Case No. 21STCV08597.

The term "PERSONS" shall mean any individual, firm, partnership, corporation, committee, association, political action group, or other entity.

The terms "DOCUMENT" and "DOCUMENTS" means all communications in a tangible form, however produced, reproduced or stored on any electronic media, and shall include, but shall not be limited to, the following: correspondence, letters, telegrams, telexes, notes, text messages, mailgrams, minutes, agendas, memoranda, notes or summaries of telephone conversations or messages, interoffice and intra-office communications, including electronic mail, whether in printed or computerized format, reports, studies, files, contracts, licenses, agreements, bonds, financial statements, balance sheets, profit and loss statements of financial

condition, income tax returns, work sheets, cost sheets, projections, schedules, forecasts, ledgers, books of account, records and journals, invoices, receipts, bills, orders, billings, checks, proposals, feasibility studies, estimates, deeds, leases, mortgages, assignments, or other instruments related to real or personal property, official documents, projects, statistical records, surveys, maps, books, pamphlets, analyses, working papers, speeches, advertisements, charts, requests for authorization, desk calendars, appointment books, diaries, drawings, sketches, graphs, photographs, movies, sound reproduction tapes, videotapes, videodiscs, phonograph records, microtape, microfilm, microfiche, data compilations from which information can be obtained or translated through detection devices into reasonably usable form, computer inputs or outputs, computer tapes, discs, printouts, programs or any other tangible thing that constitutes matter within the scope of California Code of Civil Procedure Section 2031.010. The term "DOCUMENT" or "DOCUMENTS" shall also mean originals and exact copies or reproductions of all such written, printed, typed, recorded or graphic material or matter upon which notations or markings in writing, print or otherwise have been made which do not appear in the originals. Where there is any question about whether a tangible item otherwise described in this request falls within the definition of DOCUMENT or DOCUMENTS, such tangible item shall be produced.

RESPONSE TO SPECIAL INTERROGATORY NO. 11:

Objection. This interrogatory seeks a narrative of infinitesimally granular facts and legal analysis. Responding Party will instead interpret this interrogatory as seeking a short summary of why certain communications may be protected from disclosure by the deliberative process privilege. Responding party further objects to this interrogatory on the ground that the definition of "YOU" makes this interrogatory unduly burdensome and hopelessly incomprehensible. Responding Party will therefore give that term its usual meaning by limiting "YOU" to Responding Party. Responding Party further objects to this interrogatory to the extent that the definition of "DOCUMENT" appears to command the production of documents rather than an answer to an interrogatory. Subject to and without

waiving the foregoing objections, Responding Party responds as follows: The deliberative process privilege was explained by the California Supreme Court in *Times Mirror Co. v. Superior Court* (1991) 53 Cal.3d 1325. Responding Party is an elected member of the Santa Monica City Council. His communications with others concerning matters that are, have been, or may be the subject of action by him as an elected member of the Santa Monica City Council are thus protected from disclosure by the deliberative process privilege. The subject of the above-captioned case has already been the subject of two items on the agendas of Santa Monica City Council meetings. The deliberative process privilege exists to protect not only Responding Party, but also those who communicate with Responding Party, but might not do so, or would do so less candidly, if they believed their communications could be disclosed.

SPECIAL INTERROGATORY NO. 12:

DESCRIBE IN DETAIL all facts that YOU contend support YOUR position that communications between YOU and the SHENKMAN LAW FIRM RELATING TO THE CVRA ACTION, for the time period following YOUR being sworn in as a CITY Councilmember on or about December 8, 2020 to the present, are subject to deliberative process privilege.

The phrase "DESCRIBE IN DETAIL" shall mean to: (a) describe fully by reference to underlying facts rather than by ultimate facts or conclusions of fact or law, and (b) particularize as to (1) time, (2) place, (3) manner, and (4) identity of PERSONS involved.

The terms "YOU" and "YOUR" shall mean and refer to plaintiff Oscar De La Torre and/or any person or entity acting on his behalf, including, but not limited to, all employees, agents, and attorneys thereof, as well as any predecessors-in-interest and all employees, agents, and attorneys thereof.

The term "SHENKMAN LAW FIRM" shall mean and refer to the law firm Shenkman & Hughes and includes, without limitation, all attorneys, agents, and employees of Shenkman & Hughes including, without limitation, Kevin Shenkman, Mary Hughes, and Andrea Alarcon.

The term "RELATING TO" means "concerning," "constituting," "containing," "embodying," "reflecting," "identifying," "stating," "referring to," or "evidencing," in whole or in part, the given subject matter.

The term "CVRA ACTION" shall mean and refer to Pico Neighborhood Association, et al. v. City of Santa Monica, Los Angeles Superior Court Case No. BC616804, Ct. App. Case No. B295935, Supreme Ct. Case No. S263972.

The term "CITY" shall mean and refer to defendant City of Santa Monica and/or any person acting on its behalf, including but not limited to all officers, employees, agents, and attorneys thereof.

The term "PERSONS" shall mean any individual, firm, partnership, corporation, committee, association, political action group, or other entity.

The terms "DOCUMENT" and "DOCUMENTS" means all communications in a tangible form, however produced, reproduced or stored on any electronic media, and shall include, but shall not be limited to, the following: correspondence, letters, telegrams, telexes, notes, text messages, mailgrams, minutes, agendas, memoranda, notes or summaries of telephone conversations or messages, interoffice and intra-office communications, including electronic mail, whether in printed or computerized format, reports, studies, files, contracts, licenses, agreements, bonds, financial statements, balance sheets, profit and loss statements of financial condition, income tax returns, work sheets, cost sheets, projections, schedules, forecasts, ledgers, books of account, records and journals, invoices, receipts, bills, orders, billings, checks, proposals, feasibility studies, estimates, deeds, leases, mortgages, assignments, or other instruments related to real or personal property, official documents, projects, statistical records, surveys, maps, books, pamphlets, analyses, working papers, speeches, advertisements, charts, requests for authorization, desk calendars, appointment books, diaries, drawings, sketches, graphs, photographs, movies, sound reproduction tapes, videotapes, videodiscs, phonograph records, microtape, microfilm, microfiche, data compilations from which information can be obtained or translated through detection devices into reasonably usable form, computer inputs or outputs, computer tapes, discs, printouts, programs or any other

tangible thing that constitutes matter within the scope of California Code of Civil Procedure Section 2031.010. The term "DOCUMENT" or "DOCUMENTS" shall also mean originals and exact copies or reproductions of all such written, printed, typed, recorded or graphic material or matter upon which notations or markings in writing, print or otherwise have been made which do not appear in the originals. Where there is any question about whether a tangible item otherwise described in this request falls within the definition of DOCUMENT or DOCUMENTS, such tangible item shall be produced.

RESPONSE TO SPECIAL INTERROGATORY NO. 12:

Objection. This interrogatory seeks a narrative of infinitesimally granular facts and legal analysis. Responding Party will instead interpret this interrogatory as seeking a short summary of why certain communications may be protected from disclosure by the deliberative process privilege. Responding party further objects to this interrogatory on the ground that the definition of "YOU" makes this interrogatory unduly burdensome and hopelessly incomprehensible. Responding Party will therefore give that term its usual meaning by limiting "YOU" to Responding Party. Responding Party further objects to this interrogatory to the extent that the definition of "DOCUMENT" appears to command the production of documents rather than an answer to an interrogatory. Subject to and without waiving the foregoing objections, Responding Party responds as follows: The deliberative process privilege was explained by the California Supreme Court in *Times Mirror Co. v. Superior Court* (1991) 53 Cal.3d 1325. Responding Party is an elected member of the Santa Monica City Council. His communications with others concerning matters that are, have been, or may be the subject of action by him as an elected member of the Santa Monica City Council are thus protected from disclosure by the deliberative process privilege. The subject of *Pico Neighborhood Association v. City of Santa Monica* has already been the subject of several items on the agendas of Santa Monica City Council meetings dating back to at least 1992 and as recent as 2021. The deliberative process privilege exists to protect not only

Responding Party, but also those who communicate with Responding Party, but might not do so, or would do so less candidly, if they believed their communications could be disclosed.

SPECIAL INTERROGATORY NO. 13:

With the exception of the CITY's City Attorney's Office, IDENTIFY all attorneys who have represented YOU in any capacity since YOU were sworn in as a CITY Councilmember on or about December 8, 2020, such representation includes, but is not limited to receiving legal advice, representations in legal proceedings, non-litigation proceedings, lawsuits, and arbitrations.

To "IDENTIFY" a PERSON shall be construed as a request for (a) the name of such PERSON, (b) the present employer of such PERSON, (c) the present office or business address and business telephone number of such PERSON, and (d) the present residential address and residential telephone number of such PERSON. If YOU do not know or cannot determine the present address, telephone number, or present employer of any PERSON referred to in YOUR answers to these interrogatories, provide the last known address, telephone number, or employer.

The term "PERSON" shall mean any individual, firm, partnership, corporation, committee, association, political action group, or other entity.

The terms "YOU" and "YOUR" shall mean and refer to plaintiff Oscar De La Torre and/or any person or entity acting on his behalf, including, but not limited to, all employees, agents, and attorneys thereof, as well as any predecessors-in-interest and all employees, agents, and attorneys thereof.

The term "CITY" shall mean and refer to defendant City of Santa Monica and/or any person acting on its behalf, including but not limited to all officers, employees, agents, and attorneys thereof.

RESPONSE TO SPECIAL INTERROGATORY NO. 13:

Objection. This interrogatory seeks to invade the deliberative process privilege, as explained by the California Supreme Court in *Times Mirror Co. v. Superior Court* (1991) 53 Cal.3d 1325. Responding Party is an elected member of the Santa Monica City Council. His communications with others concerning matters that are, have been, or may be the subject of action by him as an elected member of the Santa Monica City Council are thus protected from disclosure by the deliberative process privilege. In fact, the deliberative process privilege exists to protect not only Responding Party, but also those who communicate with Responding Party, but might not do so, or would do so less candidly, if they believed their communications could be disclosed. Responding Party's response to this interrogatory will thus include only those attorneys' whose representation of, or legal advice to, Responding Party concerning the subject of this interrogatory were in public and thus not subject to the deliberative process privilege. Responding party further objects to this interrogatory on the ground that the definitions of "IDENTIFY" and "YOU" make this interrogatory unduly burdensome and hopelessly incomprehensible. Responding Party will therefore give those terms their usual meanings, by providing only names and limiting "YOU" to Responding Party. Subject to and without waiving the foregoing objections, Responding Party responds as follows: Responding Party has been, and is currently, represented by Wilfredo Trivino-Perez.

SPECIAL INTERROGATORY NO. 14:

DESCRIBE IN DETAIL all COMMUNICATIONS between YOU and MARIA LOYA RELATING TO THE CVRA ACTION for the time period following YOUR being sworn in as a CITY Councilmember on or about December 8, 2020 to the present.

The phrase "DESCRIBE IN DETAIL" shall mean to: (a) describe fully by reference to underlying facts rather than by ultimate facts or conclusions of fact or law, and (b) particularize as to (1) time, (2) place, (3) manner, and (4) identity of PERSONS involved.

The term "COMMUNICATIONS" means all occasions on which information was conveyed from one person to another (a) by means of a DOCUMENT, (b) verbally, including by means of a telephone or other mechanical device, or (c) electronically.

The terms "YOU" and "YOUR" shall mean and refer to plaintiff Oscar De La Torre and/or any person or entity acting on his behalf, including, but not limited to, all employees, agents, and attorneys thereof, as well as any predecessors-in-interest and all employees, agents, and attorneys thereof.

The term "SHENKMAN LAW FIRM" shall mean and refer to the law firm Shenkman & Hughes PC and includes, without limitation, all attorneys, agents, and employees of Shenkman & Hughes PC including, without limitation, Kevin Shenkman, Mary Hughes, and Andrea Alarcon.

The term "MARIA LOYA" shall mean and refer to Maria Loya, wife of plaintiff Oscar De La Torre, and/or any person or entity acting on her behalf, including, but not limited to, all employees, agents, and attorneys thereof, as well as any predecessors-in-interest and all employees, agents, and attorneys thereof.

The term "RELATING TO" means "concerning," "constituting," "containing," "embodying," "reflecting," "identifying," "stating," "referring to," or "evidencing," in whole or in part, the given subject matter.

The term "CVRA ACTION" shall mean and refer to Pico Neighborhood Association, et al. v. City of Santa Monica, Los Angeles Superior Court Case No. BC616804, Ct. App. Case No. B295935, Supreme Ct. Case No. S263972.

The term "CITY" shall mean and refer to defendant City of Santa Monica and/or any person acting on its behalf, including but not limited to all officers, employees, agents, and attorneys thereof.

The term "PERSONS" shall mean any individual, firm, partnership, corporation, committee, association, political action group, or other entity.

The terms "DOCUMENT" and "DOCUMENTS" means all communications in a tangible form, however produced, reproduced or stored on any electronic media, and shall include, but shall not be limited to, the following: correspondence, letters, telegrams, telexes, notes, text messages, mailgrams, minutes, agendas, memoranda, notes or summaries of telephone conversations or messages, interoffice and intra-office communications, including electronic mail, whether in printed or computerized format, reports, studies, files, contracts, licenses, agreements, bonds, financial statements, balance sheets, profit and loss statements of financial condition, income tax returns, work sheets, cost sheets, projections, schedules, forecasts, ledgers, books of account, records and journals, invoices, receipts, bills, orders, billings, checks, proposals, feasibility studies, estimates, deeds, leases, mortgages, assignments, or other instruments related to real or personal property, official documents, projects, statistical records, surveys, maps, books, pamphlets, analyses, working papers, speeches, advertisements, charts, requests for authorization, desk calendars, appointment books, diaries, drawings, sketches, graphs, photographs, movies, sound reproduction tapes, videotapes, videodiscs, phonograph records, microtape, microfilm, microfiche, data compilations from which information can be obtained or translated through detection devices into reasonably usable form, computer inputs or outputs, computer tapes, discs, printouts, programs or any other tangible thing that constitutes matter within the scope of California Code of Civil Procedure Section 2031.010. The term "DOCUMENT" or "DOCUMENTS" shall also mean originals and exact copies or reproductions of all such written, printed, typed, recorded or graphic material or matter upon which notations or markings in writing, print or otherwise have been made which do not appear in the originals. Where there is any question about whether a tangible item otherwise described in this request falls within the definition of DOCUMENT or DOCUMENTS, such tangible item shall be produced.

RESPONSE TO SPECIAL INTERROGATORY NO. 14:

Objection. This interrogatory seeks to invade the deliberative process privilege, as explained by the California Supreme Court in *Times Mirror Co. v. Superior Court* (1991) 53 Cal.3d 1325. Responding Party is an elected member of the Santa Monica City Council. His communications with others concerning matters that are, have been, or may be the subject of action by him as an elected member of the Santa Monica City Council are thus protected from disclosure by the deliberative process privilege. The case styled as *Pico Neighborhood Association, et al. v. City of Santa Monica*, and the subject which it addresses, has been the subject of several items on the agendas of Santa Monica City Council meetings dating back to at least 1992 and as recent as 2021. The deliberative process privilege exists to protect not only Responding Party, but also those who communicate with Responding Party, but might not do so, or would do so less candidly, if they believed their communications could be disclosed. This interrogatory further seeks to invade the marital communication privilege. As the interrogatory acknowledges, Responding Party is married to Maria Loya, and so their private communications are not subject to disclosure. Responding Party's response to this interrogatory will thus include only those communications, if any, with Responding Party concerning the subject of this interrogatory that were in public and thus not subject to the deliberative process privilege or marital communications privilege. Responding party further objects to this interrogatory on the ground that the definitions of "YOU" and "MARIA LOYA" makes this interrogatory unduly burdensome and hopelessly incomprehensible. Responding Party will therefore give those terms their usual meaning. Subject to and without waiving the foregoing objections, Responding Party responds as follows: Responding Party has had no public communications with Maria Loya regarding *Pico Neighborhood Association, et al. v. City of Santa Monica* since December 2020.

SPECIAL INTERROGATORY NO. 15:

DESCRIBE IN DETAIL the basis for every occasion on which you have recused YOURSELF from an agenda item at a CITY Council meeting since YOUR being sworn in as a CITY Councilmember on or about December 8, 2020.

The phrase "DESCRIBE IN DETAIL" shall mean to: (a) describe fully by reference to underlying facts rather than by ultimate facts or conclusions of fact or law, and (b) particularize as (1) time, (2) place, (3) manner, and (4) identity of PERSONS involved.

The terms "YOU," "YOUR," and "YOURSELF" shall mean and refer to plaintiff Oscar De La Torre and/or any person or entity acting on his behalf, including, but not limited to, all employees, agents, and attorneys thereof, as well as any predecessors-in-interest and all employees, agents, and attorneys thereof.

The term "CITY" shall mean and refer to defendant City of Santa Monica and/or any person acting on its behalf, including but not limited to all officers, employees, agents, and attorneys thereof.

The term "PERSONS" shall mean any individual, firm, partnership, corporation, committee, association, political action group, or other entity.

RESPONSE TO SPECIAL INTERROGATORY NO. 15:

Objection. This interrogatory seeks to invade the deliberative process privilege, as explained by the California Supreme Court in *Times Mirror Co. v. Superior Court* (1991) 53 Cal.3d 1325. Responding Party is an elected member of the Santa Monica City Council. His rationale for decisions and actions in his capacity as an elected member of the Santa Monica City Council are thus protected from disclosure by the deliberative process privilege. This interrogatory further seeks to invade the privacy of third-parties, regarding sexual abuse perpetrated on those third-parties when they were children. Responding party further objects to this interrogatory on the ground that the definitions of "YOU" makes this interrogatory unduly burdensome and hopelessly incomprehensible. Subject to and without waiving the foregoing objections, Responding Party responds as follows: Responding Party has recused

himself from matters pertaining to sexual abuse of children by Eric Uller and other employees of the City of Santa Monica. Responding Party cannot elaborate without invading the privacy of victims of child sex abuse – a topic that is extremely private and sensitive. Moreover, any further elaboration would also invade the deliberative process privilege.

SPECIAL INTERROGATORY NO. 16:

DESCRIBE IN DETAIL all facts supporting YOUR assertion in YOUR November 30, 2020 letter to the FPPC that "my wife and PNA both agreed that they have no right to any attorneys' fees or costs recovered in that case. Likewise, the attorneys representing my wife and PNA agreed that they would handle the Voting Rights Lawsuit pro bono and pay all associated costs. In other words, the attorneys, not PNA or my wife, bear all of the financial risk and are entitled to the entirety of any financial reward."

The phrase "DESCRIBE IN DETAIL" shall mean to: (a) describe fully by reference to underlying facts rather than by ultimate facts or conclusions of fact or law, and (b) particularize as to (1) time, (2) place, (3) manner, and (4) identity of PERSONS involved.

The term "FPPC" shall mean and refer to the Fair Political Practices Commission and includes, without limitation, all attorneys, agents, and employees of FPPC.

The term "YOUR" shall mean and refer to plaintiff Oscar De La Torre and/or any person or entity acting on his behalf, including, but not limited to, all employees, agents, and attorneys thereof, as well as any predecessors-in-interest and all employees, agents, and attorneys thereof.

The term "PERSONS" shall mean any individual, firm, partnership, corporation, committee, association, political action group, or other entity.

RESPONSE TO SPECIAL INTERROGATORY NO. 16:

Objection. This interrogatory calls for an infinitesimally granular narrative. Responding party further objects to this interrogatory on the ground that the definition of "YOUR" makes this interrogatory unduly burdensome and hopelessly incomprehensible. Responding Party will therefore give that term its usual meaning by limiting "YOUR" to

Responding Party. Subject to and without waiving the foregoing objections, Responding Party responds as follows: The statement referenced in this interrogatory:

> My wife and PNA both agreed that they have no right to any attorneys' fees or costs recovered in that case. Likewise, the attorneys representing my wife and PNA agreed that they would handle the Voting Rights Lawsuit pro bono and pay all associated costs. In other words, the attorneys, not PNA or my wife, bear all of the financial risk and are entitled to the entirety of any financial reward.

is true. Moreover, as more fully discussed in Plaintiffs' Verified Second Amended Complaint and Plaintiffs' Opposition to Defendant's Demurrer to the Second Amended Complaint, neither Responding Party, nor Responding Party's wife, nor the Pico Neighborhood Association has any financial interest in *Pico Neighborhood Association, et al. v. City of Santa Monica*.

SPECIAL INTERROGATORY NO. 17:

DESCRIBE IN DETAIL all COMMUNICATIONS YOU have had, other than those with the CITY, RELATING TO settlement of the CVRA ACTION for the time period following YOUR being sworn in as a CITY Councilmember on or about December 8, 2020 to the present.

The phrase "DESCRIBE IN DETAIL" shall mean to: (a) describe fully by reference to underlying facts rather than by ultimate facts or conclusions of fact or law, and (b) particularize as to (1) time, (2) place, (3) manner, and (4) identity of PERSONS involved.

The term "COMMUNICATIONS" means all occasions on which information was conveyed from one person to another (a) by means of a DOCUMENT, (b) verbally, including by means of a telephone or other mechanical device, or (c) electronically.

The terms "YOU" and "YOUR" shall mean and refer to plaintiff Oscar De La Torre and/or any person or entity acting on his behalf, including, but not limited to, all employees, agents,

and attorneys thereof, as well as any predecessors-in-interest and all employees, agents, and attorneys thereof.

The term "RELATING TO" means "concerning," "constituting," "containing," "embodying," "reflecting," "identifying," "stating," "referring to," or "evidencing," in whole or in part, the given subject matter.

The term "CVRA ACTION" shall mean and refer to Pico Neighborhood Association, et al. v. City of Santa Monica, Los Angeles Superior Court Case No. BC616804, Ct. App. Case No. B295935, Supreme Ct. Case No. S263972. The term "CITY" shall mean and refer to defendant City of Santa Monica and/or any person acting on its behalf, including but not limited to all officers, employees, agents, and attorneys thereof.

The term "PERSONS" shall mean any individual, firm, partnership, corporation, committee, association, political action group, or other entity.

The terms "DOCUMENT" and "DOCUMENTS" means all communications in a tangible form, however produced, reproduced or stored on any electronic media, and shall include, but shall not be limited to, the following: correspondence, letters, telegrams, telexes, notes, text messages, mailgrams, minutes, agendas, memoranda, notes or summaries of telephone conversations or messages, interoffice and intra-office communications, including electronic mail, whether in printed or computerized format, reports, studies, files, contracts, licenses, agreements, bonds, financial statements, balance sheets, profit and loss statements of financial condition, income tax returns, work sheets, cost sheets, projections, schedules, forecasts, ledgers, books of account, records and journals, invoices, receipts, bills, orders, billings, checks, proposals, feasibility studies, estimates, deeds, leases, mortgages, assignments, or other instruments related to real or personal property, official documents, projects, statistical records, surveys, maps, books, pamphlets, analyses, working papers, speeches, advertisements, charts, requests for authorization, desk calendars, appointment books, diaries, drawings, sketches, graphs, photographs, movies, sound reproduction tapes,

videotapes, videodiscs, phonograph records, microtape, microfilm, microfiche, data compilations from which information can be obtained or translated through detection devices into reasonably usable form, computer inputs or outputs, computer tapes, discs, printouts, programs or any other tangible thing that constitutes matter within the scope of California Code of Civil Procedure Section 2031.010. The term "DOCUMENT" or "DOCUMENTS" shall also mean originals and exact copies or reproductions of all such written, printed, typed, recorded or graphic material or matter upon which notations or markings in writing, print or otherwise have been made which do not appear in the originals. Where there is any question about whether a tangible item otherwise described in this request falls within the definition of DOCUMENT or DOCUMENTS, such tangible item shall be produced.

RESPONSE TO SPECIAL INTERROGATORY NO. 17:

Objection. This interrogatory seeks to invade the deliberative process privilege, as explained by the California Supreme Court in *Times Mirror Co. v. Superior Court* (1991) 53 Cal.3d 1325. Responding Party is an elected member of the Santa Monica City Council. His communications with others concerning matters that are, have been, or may be the subject of action by him as an elected member of the Santa Monica City Council are thus protected from disclosure by the deliberative process privilege. In fact, the deliberative process privilege exists to protect not only Responding Party, but also those who communicate with Responding Party, but might not do so, or would do so less candidly, if they believed their communications could be disclosed. Responding Party's response to this interrogatory will thus include only those communications with Responding Party concerning the subject of this interrogatory that were in public and thus not subject to the deliberative process privilege. Responding party further objects to this interrogatory on the ground that the definition of "YOU" makes this interrogatory unduly burdensome and hopelessly incomprehensible. Responding Party will therefore give that term its usual meaning, by limiting "YOU" to Responding Party. Subject to and without waiving the foregoing objections, Responding

Party responds as follows: Responding Party does not recall any public communications between him and anyone other than the "CITY" concerning settlement of the litigation styled *Pico Neighborhood Association, et al. v. City of Santa Monica* since December 2020.

DATED: November 2, 2021

Respectfully submitted:
TRIVINO-PEREZ & ASSOCIATES

By: /s/ Wilifred Trivino Perez
Wilifred Trivino-Perez
Attorneys for Plaintiffs

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 10940 Wilshire Blvd., 16th Floor, Los Angeles, CA 90024.

On November 2, 2021, I served true copies of the following document(s) described as

RESPONSES TO INTERROGATORIES

on the interested parties in this action as follows:

Joe Lawrence
Interim Santa Monica City Attorney
1685 Main Street, Room 310
Santa Monica, CA 90401

Carol M. Silberberg
Berry Silberberg Stokes PC
155 North Lake Ave.
Suite 800
Pasadena, CA 91101

BY MAIL: I enclosed the document(s) in a sealed envelope or package addressed to the persons at the addresses listed in the Service List and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with our practice for collecting and processing correspondence for mailing. On the same day that the correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

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

Executed on November 2, 2021 at Los Angeles, California.

/s/ Wilifred Trivino-Perez
Wilifred Trivino-Perez

Exhibit 14

Wilfredo Alberto Trivino-Perez (SBN 219345)
wtpesq@gmail.com
TRIVINO-PEREZ & ASSOCIATES
10940 Wilshire Blvd., 16th Floor
Los Angeles, CA 90024
Phone: (310) 443-4251
Fax: (310) 443-4252

Attorneys for Plaintiffs Oscar De La Torre and Elias Serna

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

OSCAR DE LA TORRE and ELIAS SERNA

Plaintiffs,

v.

CITY OF SANTA MONICA and DOES 1 through 10, inclusive

Defendants.

Case No.: 21STCV08597

PLAINTIFF OSCAR DE LA TORRE'S SUPPLEMENTAL RESPONSES TO DEFENDANT'S FIRST SET OF SPECIAL INTERROGATORIES

Exhibit
0007

DEMANDING PARTY: Defendant, City of Santa Monica

RESPONDING PARTY: Plaintiff, Oscar de la Torre

SET NO. : One (1)

SPECIAL INTERROGATORY NO. 1:

IDENTIFY all PERSONS with whom YOU conferred or consulted in deciding to file THIS ACTION.

To "IDENTIFY" a PERSON shall be construed as a request for (a) the name of such PERSON, (b) the present employer of such PERSON, (c) the present office or business address and business telephone number of such PERSON, and (d) the present residential address and residential telephone number of such PERSON. If YOU do not know or cannot determine the present address, telephone number, or present employer of any PERSON referred to in YOUR answers to these interrogatories, provide the last known address, telephone number, or employer.

The term "PERSON" shall mean any individual, firm, partnership, corporation, committee, association, political action group, or other entity.

The terms "YOU" and "YOUR" shall mean and refer to plaintiff Oscar De La Torre and/or any person or entity acting on his behalf, including, but not limited to, all employees, agents, and attorneys thereof, as well as any predecessors-in-interest and all employees, agents, and attorneys thereof.

The term "THIS ACTION" shall mean and refer to Oscar De La Torre, et al. v. City of Santa Monica, Los Angeles Superior Court Case No. 21STCV08597.

RESPONSE TO SPECIAL INTERROGATORY NO. 1:

Objection. This interrogatory seeks to invade the deliberative process privilege, as explained by the California Supreme Court in *Times Mirror Co. v. Superior Court* (1991) 53 Cal.3d 1325. Responding Party is an elected member of the Santa Monica City Council. His communications with others concerning matters that are, have been, or may be the subject of

action by him as an elected member of the Santa Monica City Council are thus protected from disclosure by the deliberative process privilege. In fact, the deliberative process privilege exists to protect not only Responding Party, but also those who communicate with Responding Party, but might not do so, or would do so less candidly, if they believed their communications could be disclosed. Responding Party's response to this interrogatory will thus include only those people whose communications with Responding Party concerning the subject of this interrogatory were in public and thus not subject to the deliberative process privilege. Responding party further objects to this interrogatory on the ground that the definitions of "IDENTIFY" and "YOU" make this interrogatory unduly burdensome and hopelessly incomprehensible. Responding Party will therefore give those terms their usual meanings, by providing only names and limiting "YOU" to Responding Party. Subject to and without waiving the foregoing objections, Responding Party responds as follows: Responding Party recalls Councilmembers Gleam Davis and Sue Himmelrich encouraging him to file the instant action in order to test whether he has a "common law conflict of interest" that precludes him from fulfilling his duties as an elected member of the Santa Monica City Council in connection with votes, decisions, meetings and deliberations regarding *Pico Neighborhood Association, et al. v. City of Santa Monica.*

SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 1:

Subject to and without waiving the previously asserted objections, and consistent with the Court's ruling of December 17, 2021, Responding Party supplements his response as follows:

Responding Party recalls Councilmembers Gleam Davis and Sue Himmelrich both making statements at the January 2021 council meeting encouraging him to file the instant action in order to test whether he has a "common law conflict of interest" that precludes him from fulfilling his duties as an elected member of the Santa Monica City Council in connection with votes, decisions, meetings and deliberations regarding *Pico Neighborhood*

Association, et al. v. City of Santa Monica. Responding Party believes that Sue Himmelrich is employed by Defendant City of Santa Monica as well as the Western Center for Law and Poverty, and that her current address and telephone number are as follows: 337 14th St, Santa Monica, CA 90402, (310) 394-6350. Responding Party believes that Gleam Davis is employed by Defendant City of Santa Monica as well as AT&T, and that her current telephone number is (310) 964-5422. Responding Party is unsure of Gleam Davis' current address, other than that she recently moved to the Ocean Park neighborhood of Santa Monica and that she previously resided in the North of Montana neighborhood of Santa Monica.

SPECIAL INTERROGATORY NO. 3:

DESCRIBE IN DETAIL all COMMUNICATIONS between YOU and the SHENKMAN LAW FIRM RELATING TO THIS ACTION.

The phrase "DESCRIBE IN DETAIL" shall mean to: (a) describe fully by reference to underlying facts rather than by ultimate facts or conclusions of fact or law, and (b) particularize as to (1) time, (2) place, (3) manner, and (4) identity of PERSONS involved.

The term "COMMUNICATIONS" means all occasions on which information was conveyed from one person to another (a) by means of a DOCUMENT, (b) verbally, including by means of a telephone or other mechanical device, or (c) electronically.

The term "YOU" shall mean and refer to plaintiff Oscar De La Torre and/or any person or entity acting on his behalf, including, but not limited to, all employees, agents, and attorneys thereof, as well as any predecessors-in-interest and all employees, agents, and attorneys thereof.

The term "SHENKMAN LAW FIRM" shall mean and refer to the law firm Shenkman & Hughes PC and includes, without limitation, all attorneys, agents, and employees of Shenkman & Hughes PC including, without limitation, Kevin Shenkman, Mary Hughes, and Andrea Alarcon.

The term "RELATING TO" means "concerning," "constituting," "containing," "embodying," "reflecting," "identifying," "stating," "referring to," or "evidencing," in whole or in part, the given subject matter.

The term "THIS ACTION" shall mean and refer to Oscar De La Torre, et al. v. City of Santa Monica, Los Angeles Superior Court Case No. 21STCV08597.

The term "PERSONS" shall mean any individual, firm, partnership, corporation, committee, association, political action group, or other entity.

The terms "DOCUMENT" and "DOCUMENTS" means all communications in a tangible form, however produced, reproduced or stored on any electronic media, and shall include, but shall not be limited to, the following: correspondence, letters, telegrams, telexes, notes, text messages, mailgrams, minutes, agendas, memoranda, notes or summaries of telephone conversations or messages, interoffice and intra-office communications, including electronic mail, whether in printed or computerized format, reports, studies, files, contracts, licenses, agreements, bonds, financial statements, balance sheets, profit and loss statements of financial condition, income tax returns, work sheets, cost sheets, projections, schedules, forecasts, ledgers, books of account, records and journals, invoices, receipts, bills, orders, billings, checks, proposals, feasibility studies, estimates, deeds, leases, mortgages, assignments, or other instruments related to real or personal property, official documents, projects, statistical records, surveys, maps, books, pamphlets, analyses, working papers, speeches, advertisements, charts, requests for authorization, desk calendars, appointment books, diaries, drawings, sketches, graphs, photographs, movies, sound reproduction tapes, videotapes, videodiscs, phonograph records, microtape, microfilm, microfiche, data compilations from which information can be obtained or translated through detection devices into reasonably usable form, computer inputs or outputs, computer tapes, discs, printouts, programs or any other tangible thing that constitutes matter within the scope of California Code of Civil Procedure Section 2031.010. The term "DOCUMENT" or "DOCUMENTS"

shall also mean originals and exact copies or reproductions of all such written, printed, typed, recorded or graphic material or matter upon which notations or markings in writing, print or otherwise have been made which do not appear in the originals. Where there is any question about whether a tangible item otherwise described in this request falls within the definition of DOCUMENT or DOCUMENTS, such tangible item shall be produced.

RESPONSE TO SPECIAL INTERROGATORY NO. 3:

Objection. This interrogatory seeks to invade the deliberative process privilege, as explained by the California Supreme Court in *Times Mirror Co. v. Superior Court* (1991) 53 Cal.3d 1325. Responding Party is an elected member of the Santa Monica City Council. His communications with others concerning matters that are, have been, or may be the subject of action by him as an elected member of the Santa Monica City Council are thus protected from disclosure by the deliberative process privilege. In fact, the deliberative process privilege exists to protect not only Responding Party, but also those who communicate with Responding Party, but might not do so, or would do so less candidly, if they believed their communications could be disclosed. Responding Party's response to this interrogatory will thus include only those people whose communications with Responding Party concerning the subject of this interrogatory were in public and thus not subject to the deliberative process privilege. Responding party further objects to this interrogatory on the ground that the definition of "YOU" makes this interrogatory unduly burdensome and hopelessly incomprehensible. Responding Party will therefore give that term its usual meaning, by providing only names and limiting "YOU" to Responding Party. Subject to and without waiving the foregoing objections, Responding Party responds as follows: Responding Party has had no public communications with Shenkman & Hughes PC regarding the above-captioned case.

SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 3:

Subject to and without waiving the previously asserted objections, and consistent with the Court's ruling of December 17, 2021, Responding Party supplements his response as follows:

Responding Party has communicated with Shenkman & Hughes PC by email, and some of those communications, relate, in a broad sense to THIS ACTION. Pursuant to Code of Civil Procedure section 2030.230, Responding Party will produce those emails. In addition, Responding Party recalls speaking with Shenkman & Hughes PC regarding the subject matter of THIS ACTION:

- by telephone with Kevin Shenkman in the afternoon or evening of January 23, 2021, specifically concerning the city council agenda for January 26, 2021 and the then-interim-city-attorney failing to give Responding Party any advance notice of an item on that agenda calling for Responding Party's exclusion from council discussions and decisions concerning the Voting Rights Case;
- by telephone with Kevin Shenkman at an unknown time on January 24, 2021, specifically concerning the city council agenda for January 26, 2021 and the then-interim-city-attorney failing to give Responding Party any advance notice of an item on that agenda calling for Responding Party's exclusion from council discussions and decisions concerning the Voting Rights Case, and how to address the item at the council meeting;
- in-person at my home in the late afternoon / evening of January 26, 2021, with Kevin Shenkman, specifically concerning an item on the city council agenda for January 26, 2021 calling for Responding Party's exclusion from council discussions and decisions concerning the Voting Rights Case, and how to address the item at the council meeting;
- by telephone, my attorney, Wilfredo Trivino-Perez, spoke with Kevin Shenkman on February 12, 2021 concerning THIS ACTION and the underlying

Voting Rights Case, and on two occasions in November 2021 concerning THIS ACTION and the Voting Rights Case for the purpose of preparing a declaration attempting to resolve discovery disputes in THIS ACTION;

- in-person at Lares restaurant in the evening of July 20, 2021, with Kevin Shenkman and Wilfredo Trivino-Perez, specifically concerning THIS ACTION generally and the relief requested in the underlying Voting Rights Case;
- by Zoom videoconference in the morning of October 18, 2021, with Kevin Shenkman, Maria Loya and Wilfredo Trivino-Perez, specifically concerning THIS ACTION generally and the progress of the underlying Voting Rights Case; and
- in-person in the afternoon of November 11, 2021, with Kevin Shenkman and Wilfredo Trivino-Perez, for a telephone conference with Defendant's counsel regarding discovery matters in THIS ACTION.

Responding Party may have also spoken with Kevin Shenkman regarding THIS ACTION on a few additional occasions in passing, but Responding Party cannot recall any dates, times or substance of any additional communications.

SPECIAL INTERROGATORY NO. 4:

DESCRIBE IN DETAIL all COMMUNICATIONS between YOU and the SHENKMAN LAW FIRM RELATING TO THE CVRA ACTION for the time period following YOUR being sworn in as a CITY Councilmember on or about December 8, 2020 to the present.

The phrase "DESCRIBE IN DETAIL" shall mean to: (a) describe fully by reference to underlying facts rather than by ultimate facts or conclusions of fact or law, and (b) particularize as to (1) time, (2) place, (3) manner, and (4) identity of PERSONS involved.

The term "COMMUNICATIONS" means all occasions on which information was conveyed from one person to another (a) by means of a DOCUMENT, (b) verbally, including by means of a telephone or other mechanical device, or (c) electronically.

The terms "YOU" and "YOUR" shall mean and refer to plaintiff Oscar De La Torre and/or any person or entity acting on his behalf, including, but not limited to, all employees, agents, and attorneys thereof, as well as any predecessors-in-interest and all employees, agents, and attorneys thereof.

The term "SHENKMAN LAW FIRM" shall mean and refer to the law firm Shenkman & Hughes PC and includes, without limitation, all attorneys, agents, and employees of Shenkman & Hughes PC including, without limitation, Kevin Shenkman, Mary Hughes, and Andrea Alarcon.

The term "RELATING TO" means "concerning," "constituting," "containing," "embodying," "reflecting," "identifying," "stating," "referring to," or "evidencing," in whole or in part, the given subject matter.

The term "CVRA ACTION" shall mean and refer to Pico Neighborhood Association, et al. v. City of Santa Monica, Los Angeles Superior Court Case No. BC616804, Ct. App. Case No. B295935, Supreme Ct. Case No. S263972.

The term "CITY" shall mean and refer to defendant City of Santa Monica and/or any person acting on its behalf, including but not limited to all officers, employees, agents, and attorneys thereof.

The term "PERSONS" shall mean any individual, firm, partnership, corporation, committee, association, political action group, or other entity.

The terms "DOCUMENT" and "DOCUMENTS" means all communications in a tangible form, however produced, reproduced or stored on any electronic media, and shall include, but shall not be limited to, the following: correspondence, letters, telegrams, telexes, notes, text messages, mailgrams, minutes, agendas, memoranda, notes or summaries of telephone

conversations or messages, interoffice and intra-office communications, including electronic mail, whether in printed or computerized format, reports, studies, files, contracts, licenses, agreements, bonds, financial statements, balance sheets, profit and loss statements of financial condition, income tax returns, work sheets, cost sheets, projections, schedules, forecasts, ledgers, books of account, records and journals, invoices, receipts, bills, orders, billings, checks, proposals, feasibility studies, estimates, deeds, leases, mortgages, assignments, or other instruments related to real or personal property, official documents, projects, statistical records, surveys, maps, books, pamphlets, analyses, working papers, speeches, advertisements, charts, requests for authorization, desk calendars, appointment books, diaries, drawings, sketches, graphs, photographs, movies, sound reproduction tapes, videotapes, videodiscs, phonograph records, microtape, microfilm, microfiche, data compilations from which information can be obtained or translated through detection devices into reasonably usable form, computer inputs or outputs, computer tapes, discs, printouts, programs or any other tangible thing that constitutes matter within the scope of California Code of Civil Procedure Section 2031.010. The term "DOCUMENT" or "DOCUMENTS" shall also mean originals and exact copies or reproductions of all such written, printed, typed, recorded or graphic material or matter upon which notations or markings in writing, print or otherwise have been made which do not appear in the originals. Where there is any question about whether a tangible item otherwise described in this request falls within the definition of DOCUMENT or DOCUMENTS, such tangible item shall be produced.

RESPONSE TO SPECIAL INTERROGATORY NO. 4:

Objection. This interrogatory seeks to invade the deliberative process privilege, as explained by the California Supreme Court in *Times Mirror Co. v. Superior Court* (1991) 53 Cal.3d 1325. Responding Party is an elected member of the Santa Monica City Council. His communications with others concerning matters that are, have been, or may be the subject of action by him as an elected member of the Santa Monica City Council are thus protected from

disclosure by the deliberative process privilege. In fact, the deliberative process privilege exists to protect not only Responding Party, but also those who communicate with Responding Party, but might not do so, or would do so less candidly, if they believed their communications could be disclosed. Responding Party's response to this interrogatory will thus include only those people whose communications with Responding Party concerning the subject of this interrogatory were in public and thus not subject to the deliberative process privilege. Responding party further objects to this interrogatory on the ground that the definition of "YOU" makes this interrogatory unduly burdensome and hopelessly incomprehensible. Responding Party will therefore give that term its usual meaning, by providing only names and limiting "YOU" to Responding Party. Subject to and without waiving the foregoing objections, Responding Party responds as follows: Responding Party has had no public communications with Shenkman & Hughes PC regarding *Pico Neighborhood Association, et al. v. City of Santa Monica* since December 2020.

SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 4:

Subject to and without waiving the previously asserted objections, and consistent with the Court's ruling of December 17, 2021, Responding Party supplements his response as follows:

Responding Party has communicated with Shenkman & Hughes PC by email since December 8, 2020, and some of those communications relate to the CVRA ACTION. Pursuant to Code of Civil Procedure section 2030.230, Responding Party will produce those emails. In addition, Responding Party recalls speaking with Shenkman & Hughes PC regarding the subject matter of the CVRA ACTION:

- by telephone, my attorney, Wilfredo Trivino-Perez, spoke with Kevin Shenkman on February 12, 2021 concerning THIS ACTION and the underlying Voting Rights Case, and on two occasions in November 2021 concerning THIS

ACTION and the Voting Rights Case for the purpose of preparing a declaration attempting to resolve discovery disputes in THIS ACTION;

- in-person at my home in the late afternoon / evening of April 28, 2021, with Kevin Shenkman and Maria Loya and several dozens of members of the Santa Monica Democratic Club, specifically concerning the benefits of district-based elections to Santa Monica. Responding Party believes that a full video of the Santa Monica Democratic Club meeting of April 28, 2021 is posted online by that organization and may still be available on YouTube;
- in-person at Lares restaurant in the evening of July 20, 2021, with Kevin Shenkman and Wilfredo Trivino-Perez, specifically concerning THIS ACTION generally and the relief requested in the CVRA ACTION; and
- by Zoom videoconference in the morning of October 18, 2021, with Kevin Shenkman, Maria Loya and Wilfredo Trivino-Perez, specifically concerning THIS ACTION generally and the progress of the CVRA ACTION.

Responding Party has also spoken with Kevin Shenkman regarding the CVRA ACTION on a few additional occasions in passing, principally to get updates on the progress of the CVRA ACTION, but Responding Party cannot recall any dates, times or substance of such communications.

SPECIAL INTERROGATORY NO. 8:

For the period beginning on November 20, 2020, identify all legal-related matters including, without limitation, legal proceedings, non-litigation proceedings, lawsuits, and arbitrations, in which YOU have received legal advice from the SHENKMAN LAW FIRM. The term "YOU" shall mean and refer to plaintiff Oscar De La Torre and/or any person or entity acting on his behalf, including, but not limited to, all employees, agents, and attorneys thereof, as well as any predecessors-in-interest and all employees, agents, and attorneys thereof.

The term "SHENKMAN LAW FIRM" shall mean and refer to the law firm Shenkman & Hughes PC and includes, without limitation, all attorneys, agents, and employees of Shenkman & Hughes PC including, without limitation, Kevin Shenkman, Mary Hughes, and Andrea Alarcon.

RESPONSE TO SPECIAL INTERROGATORY NO. 8:

Objection. This interrogatory seeks to invade the deliberative process privilege, as explained by the California Supreme Court in *Times Mirror Co. v. Superior Court* (1991) 53 Cal.3d 1325. Responding Party is an elected member of the Santa Monica City Council. His communications with others concerning matters that are, have been, or may be the subject of action by him as an elected member of the Santa Monica City Council are thus protected from disclosure by the deliberative process privilege. In fact, the deliberative process privilege exists to protect not only Responding Party, but also those who communicate with Responding Party, but might not do so, or would do so less candidly, if they believed their communications could be disclosed. Responding Party's response to this interrogatory will thus include only those people whose communications with Responding Party concerning the subject of this interrogatory were in public and thus not subject to the deliberative process privilege. Responding Party further objects to this interrogatory on the ground that it seeks to invade the attorney-client privilege. Shenkman & Hughes PC represents Responding Party's wife. To the extent Shenkman & Hughes PC attorneys communicate with Ms. Loya, those communications may be privileged even if such communications are in the presence of Responding Party. Responding party further objects to this interrogatory on the ground that the definition of "YOU" makes this interrogatory unduly burdensome and hopelessly incomprehensible. Responding Party will therefore give that term its usual meaning, by providing only names and limiting "YOU" to Responding Party. Subject to and without waiving the foregoing objections, Responding Party responds as follows: Responding Party

has had no public communications with Shenkman & Hughes PC regarding legal proceedings since November 20, 2020.

SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 8:

Subject to and without waiving the previously asserted objections, and consistent with the Court's ruling of December 17, 2021, Responding Party supplements his response as follows:

In December 2020, Responding Party received preliminary legal advice from Shenkman & Hughes PC concerning the contention by George Cardona that Responding Party has a conflict of interest that prevents him from participating in council discussions and decisions concerning *Pico Neighborhood Association v. City of Santa Monica*, before Responding Party was able to obtain the more complete legal advice of Dan Ambrose concerning that contention. Between January 23 and 26, 2021, Responding Party received preliminary legal advice from Shenkman & Hughes PC concerning George Cardona placing an item on the January 26, 2021 city council agenda seeking to exclude Responding Party from council discussions and decisions, before Responding Party was able to retain Wilfredo Trivino-Perez to address Defendant's unlawful exclusion of Responding Party, an elected member of the Santa Monica City Council. In or about May or June 2021, Responding Party received off-the-cuff legal advice concerning whether Responding Party could be required to testify in *Uzun v. City of Santa Monica*. Since November 20, 2020, Responding Party has also received a few periodic updates from Shenkman & Hughes PC concerning the progress of the CVRA ACTION, but those updates are not what Responding Party would call "legal advice."

SPECIAL INTERROGATORY NO. 9:

For the period beginning on November 20, 2020, identify all legal-related matters including, without limitation, legal proceedings, non-litigation proceedings, lawsuits, and

arbitrations, in which MARIA LOYA has received legal advice from the SHENKMAN LAW FIRM.

The term "MARIA LOYA" shall mean and refer to Maria Loya, wife of plaintiff Oscar De La Torre, and/or any person or entity acting on her behalf, including, but not limited to, all employees, agents, and attorneys thereof, as well as any predecessors-in-interest and all employees, agents, and attorneys thereof.

The term "SHENKMAN LAW FIRM" shall mean and refer to the law firm Shenkman & Hughes PC and includes, without limitation, all attorneys, agents, and employees of Shenkman & Hughes PC including, without limitation, Kevin Shenkman, Mary Hughes, and Andrea Alarcon.

RESPONSE TO SPECIAL INTERROGATORY NO. 9:

Objection. This interrogatory seeks to invade the attorney-client privilege. Shenkman & Hughes PC represents Responding Party's wife. To the extent Shenkman & Hughes PC attorneys communicate with Ms. Loya, those communications may be privileged even if such communications are in the presence of Responding Party. Responding party further objects to this interrogatory on the ground that the definition of "MARIA LOYA" makes this interrogatory unduly burdensome and hopelessly incomprehensible. Responding Party will therefore give that term its usual meaning, by limiting "MARIA LOYA" to Responding Party's wife. Subject to and without waiving the foregoing objections, Responding Party responds as follows: Responding Party believes that Shenkman & Hughes PC has provided legal advice to Maria Loya concerning *Pico Neighborhood Association v. City of Santa Monica* at various times over the past 5+ years.

SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 9:

Subject to and without waiving the previously asserted objections, and consistent with the Court's ruling of December 17, 2021, Responding Party supplements his response as follows:

Responding Party believes that Shenkman & Hughes PC has likely provided legal advice to Maria Loya concerning *Pico Neighborhood Association v. City of Santa Monica* since November 20, 2020, because Shenkman & Hughes PC represents Maria Loya in that case; however, Responding Party has not been present for any such legal advice since November 20, 2020, except as described in response to Special Interrogatory No. 4.

SPECIAL INTERROGATORY NO. 12:

DESCRIBE IN DETAIL all facts that YOU contend support YOUR position that communications between YOU and the SHENKMAN LAW FIRM RELATING TO THE CVRA ACTION, for the time period following YOUR being sworn in as a CITY Councilmember on or about December 8, 2020 to the present, are subject to deliberative process privilege.

The phrase "DESCRIBE IN DETAIL" shall mean to: (a) describe fully by reference to underlying facts rather than by ultimate facts or conclusions of fact or law, and (b) particularize as to (1) time, (2) place, (3) manner, and (4) identity of PERSONS involved.

The terms "YOU" and "YOUR" shall mean and refer to plaintiff Oscar De La Torre and/or any person or entity acting on his behalf, including, but not limited to, all employees, agents, and attorneys thereof, as well as any predecessors-in-interest and all employees, agents, and attorneys thereof.

The term "SHENKMAN LAW FIRM" shall mean and refer to the law firm Shenkman & Hughes and includes, without limitation, all attorneys, agents, and employees of Shenkman & Hughes including, without limitation, Kevin Shenkman, Mary Hughes, and Andrea Alarcon.

The term "RELATING TO" means "concerning," "constituting," "containing," "embodying," "reflecting," "identifying," "stating," "referring to," or "evidencing," in whole or in part, the given subject matter.

The term "CVRA ACTION" shall mean and refer to Pico Neighborhood Association, et al. v. City of Santa Monica, Los Angeles Superior Court Case No. BC616804, Ct. App. Case No. B295935, Supreme Ct. Case No. S263972.

The term "CITY" shall mean and refer to defendant City of Santa Monica and/or any person acting on its behalf, including but not limited to all officers, employees, agents, and attorneys thereof.

The term "PERSONS" shall mean any individual, firm, partnership, corporation, committee, association, political action group, or other entity.

The terms "DOCUMENT" and "DOCUMENTS" means all communications in a tangible form, however produced, reproduced or stored on any electronic media, and shall include, but shall not be limited to, the following: correspondence, letters, telegrams, telexes, notes, text messages, mailgrams, minutes, agendas, memoranda, notes or summaries of telephone conversations or messages, interoffice and intra-office communications, including electronic mail, whether in printed or computerized format, reports, studies, files, contracts, licenses, agreements, bonds, financial statements, balance sheets, profit and loss statements of financial condition, income tax returns, work sheets, cost sheets, projections, schedules, forecasts, ledgers, books of account, records and journals, invoices, receipts, bills, orders, billings, checks, proposals, feasibility studies, estimates, deeds, leases, mortgages, assignments, or other instruments related to real or personal property, official documents, projects, statistical records, surveys, maps, books, pamphlets, analyses, working papers, speeches, advertisements, charts, requests for authorization, desk calendars, appointment books, diaries, drawings, sketches, graphs, photographs, movies, sound reproduction tapes, videotapes, videodiscs, phonograph records, microtape, microfilm, microfiche, data compilations from which information can be obtained or translated through detection devices into reasonably usable form, computer inputs or outputs, computer tapes, discs, printouts, programs or any other tangible thing that constitutes matter within the scope of California Code of Civil Procedure Section 2031.010. The term "DOCUMENT" or "DOCUMENTS" shall also mean originals and exact copies or reproductions of all such written, printed, typed, recorded or graphic material or matter upon which notations or markings in writing, print or otherwise have been made which do not appear in the originals. Where there is any question about whether a

tangible item otherwise described in this request falls within the definition of DOCUMENT or DOCUMENTS, such tangible item shall be produced.

RESPONSE TO SPECIAL INTERROGATORY NO. 12:

Objection. This interrogatory seeks a narrative of infinitesimally granular facts and legal analysis. Responding Party will instead interpret this interrogatory as seeking a short summary of why certain communications may be protected from disclosure by the deliberative process privilege. Responding party further objects to this interrogatory on the ground that the definition of "YOU" makes this interrogatory unduly burdensome and hopelessly incomprehensible. Responding Party will therefore give that term its usual meaning by limiting "YOU" to Responding Party. Responding Party further objects to this interrogatory to the extent that the definition of "DOCUMENT" appears to command the production of documents rather than an answer to an interrogatory. Subject to and without waiving the foregoing objections, Responding Party responds as follows: The deliberative process privilege was explained by the California Supreme Court in *Times Mirror Co. v. Superior Court* (1991) 53 Cal.3d 1325. Responding Party is an elected member of the Santa Monica City Council. His communications with others concerning matters that are, have been, or may be the subject of action by him as an elected member of the Santa Monica City Council are thus protected from disclosure by the deliberative process privilege. The subject of *Pico Neighborhood Association v. City of Santa Monica* has already been the subject of several items on the agendas of Santa Monica City Council meetings dating back to at least 1992 and as recent as 2021. The deliberative process privilege exists to protect not only Responding Party, but also those who communicate with Responding Party, but might not do so, or would do so less candidly, if they believed their communications could be disclosed.

SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 12:

Subject to and without waiving the previously asserted objections, and consistent with the Court's ruling of December 17, 2021, Responding Party supplements his response as follows:

Responding Party incorporates by reference his arguments concerning the deliberative process privilege in his Opposition to Defendant's Motion to Compel Further Responses to Special Interrogatories and his Opposition to Defendant's Motion to Compel Further Responses to Document Requests.

DATED: December 27, 2021

Respectfully submitted:
TRIVINO-PEREZ & ASSOCIATES

By: /s/ Wilfredo Trivino Perez
Wilfredo Trivino-Perez
Attorneys for Plaintiffs

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 10940 Wilshire Blvd., 16th Floor, Los Angeles, CA 90024.

On December 27, 2021, I served true copies of the following document(s) described as

RESPONSES TO INTERROGATORIES

on the interested parties in this action as follows:

Joe Lawrence
Interim Santa Monica City Attorney
1685 Main Street, Room 310
Santa Monica, CA 90401

Carol M. Silberberg
Berry Silberberg Stokes PC
155 North Lake Ave.
Suite 800
Pasadena, CA 91101

BY MAIL: I enclosed the document(s) in a sealed envelope or package addressed to the persons at the addresses listed in the Service List and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with our practice for collecting and processing correspondence for mailing. On the same day that the correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

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

Executed on December 27, 2021 at Los Angeles, California.

/s/ Wilfredo Trivino-Perez
Wilfredo Trivino-Perez

Exhibit 15

2039 ½ Stewart St.
Santa Monica, CA 90404
Odelatorre16@yahoo.com

VIA EMAIL and U.S. MAIL

November 30, 2020

Fair Political Practices Commission
1102 Q Street, Suite 3000
Sacramento, CA 95811
advice@fppc.ca.gov

Re: Request for Formal Advice from Oscar de la Torre, Santa Monica

I am writing to follow-up on, and correct, the letter sent to the FPPC by Santa Monica's interim city attorney, George Cardona, on November 25, 2020, seeking advice concerning my obligations as an incoming elected member of the Santa Monica City Council.

Though Mr. Cardona and I agreed on November 24, 2020 to cooperate in jointly presenting the relevant facts and questions to the FPPC, Mr. Cardona then hastily and unilaterally wrote to the FPPC without affording me the opportunity to review his letter. Mr. Cardona's letter, unsurprisingly, does not accurately and fairly convey the relevant facts to the FPPC, presents a question that seems designed only to obscure the dispositive fact that I have absolutely no financial interest in the outcome of *Pico Neighborhood Association v. City of Santa Monica*, and presumes to know how the California Supreme Court might decide that case. In contrast, Mr. Cardona himself has a vested financial interest in the City of Santa Monica continuing to resist the implementation of district-based elections in compliance with the California Voting Rights Act, because a district-elected council is almost certain to terminate Mr. Cardona, who he himself acknowledged to me that he does not believed the CVRA applies to Santa Monica and has advised the City to waste tens of millions of dollars on a futile effort to maintain the City's racially discriminatory at-large elections.

I, therefore, write to the FPPC to provide a fair and complete summary of the relevant facts and point out the errors in Mr. Cardona's letter, so that the FPPC can provide a fully-informed opinion. I have also sought an opinion from private legal counsel, and have also attached that opinion in this request for advice (please see Ambrose letter attached).

Exhibit
0012

FACTS

A. My Background and Advocacy Work

I have been an activist and politician for my entire adult life. In 1990, I was elected Student Body President of Santa Monica High School, after a group of white students discouraged me from running because, according to them, no Mexican could be elected. In 1994, I was elected AS. President of Chico State University, spurred on by the need to organize opposition to Proposition 187. In 2002, I was elected to the governing board of the Santa Monica-Malibu Unified School District. In each of those roles, and in all other aspects of my life, I have worked for racial and social justice.

For decades, I have also advocated to the Santa Monica City Council for racial and social justice. I was raised, and now live, in the racially segregated and minority-concentrated Pico Neighborhood of Santa Monica. The inequities thrust upon the Pico Neighborhood are both historically troubling, and continually damaging to the residents of the Pico Neighborhood. All of the environmental hazards of the City, for example, have been placed in the Pico Neighborhood – e.g. a hazardous waste storage facility, the 10 freeway, the City's vehicle maintenance yard and an unabated landfill that emits methane into a Gandara Park. Furthermore, the concentrated poverty, marginalization and social neglect prompted me to create the Pico Youth & Family Center, a youth center founded in 1998 to address more than 62 gang-related homicides that had occurred in the Pico Neighborhood since 1982.

Recognizing that these inequities stemmed, in part, from the lack of political representation, and the underrepresentation of minorities throughout all decision-making bodies, particularly from the Pico Neighborhood, on the Santa Monica City Council, I have advocated for district elections for nearly a decade. The lone Latino elected to the Santa Monica City Council before 2020 in the City's 74 years of at-large elections similarly advocated for district elections, and voted to adopt district elections in 1992 – an effort that fell short by one vote on the seven-member city council. As the former President of the California Latino School Board Association, I have also advocated for district elections throughout California because the at-large elections in many California cities tend to dilute minority votes. Replacing racially discriminatory at-large elections with fair district-based elections is an issue about which I care deeply.

None of my advocacy work for district elections or for the Pico Neighborhood has been for financial compensation.

B. My Role in the Pico Neighborhood Association

Consistent with my lifelong advocacy for the Pico Neighborhood, I have held various roles with the Pico Neighborhood Association ("PNA"). Most recently, I served as "co-chair" of the PNA. I have resigned my position with the PNA to focus my efforts on my upcoming role on the city council.

PNA is a small non-profit neighborhood group that has, for over 40 years, given the Pico Neighborhood residents some voice, when the City's at-large elections have denied them any voice in their local government. PNA was founded by Black and Mexican American leaders in 1979 to fight against the social neglect of the City Council that up to now was constituted by a majority of elected leaders who resided in the wealthier and almost exclusively white north side of the City. PNA raises a small amount of money through modest membership dues, and its annual budget is consistently less than $5,000. PNA has no employees, and engages in no commercial transactions. Rather, PNA's board – usually consisting of about 12 residents who are unpaid volunteers – meets approximately once a month to discuss issues pertinent to the Pico Neighborhood, and advocates for the interests of the Pico Neighborhood residents. The PNA has no real property in Santa Monica, or anywhere else.

Neither I, nor any of my family members, have ever been paid by PNA. My parents were involved with the PNA when it advocated for a more equitable distribution of Community Development Block Grants more than 40 years ago, and they were not paid any compensation for their work or role in the PNA. More recently, my wife and I have served as board members of PNA, and we likewise have never been paid, nor have we ever sought compensation, for any of our work. Rather, we have all volunteered with the PNA for no financial compensation at all.

Contrary to Mr. Cardona's letter, I did not, at the trial of *Pico Neighborhood Association v. City of Santa Monica*, testify on behalf of PNA. Nor did my wife testify that I would do so. Rather, I testified in that trial to share my own experiences, particularly in campaigning for elected office on the school board and struggling in the very different city council elections. I was deposed in that case, as were all of the other PNA board members – though, frankly, it seemed those depositions were taken solely for the purpose of providing a training exercise for some of the more junior attorneys working on the case. Again, contrary to Mr. Cardona's letter, I was not represented by Mr. Shenkman in my individual capacity at that deposition; Mr. Shenkman represented PNA and appeared at my deposition in that role.

In order to focus on my upcoming role as a member of the Santa Monica City Council, I resigned my position on the PNA board. I have no intention of resuming any role with the PNA, though I am certainly sympathetic to its mission to advocate for the historically-unrepresented Pico Neighborhood.

C. I Have Absolutely No Financial Interest, Direct or Indirect, in the Outcome of *Pico Neighborhood Association v. City of Santa Monica.*

In April 2016, following unsuccessful efforts to convince the city council to voluntarily adopt district-based elections, the PNA filed a lawsuit against the City of Santa Monica ("Voting Rights Lawsuit"), alleging that the City's at-large elections violate the California Voting Rights Act of 2001 and the Equal Protection Clause of the California Constitution. My wife, Maria Loya, is also a named plaintiff in that case. The Voting Rights Lawsuit went to trial in 2018, and the plaintiffs prevailed on both of their causes of action; in 2020 the Court of Appeals reversed; and in October 2020 the California Supreme Court granted the plaintiffs' petition for review, while also de-publishing the Court of Appeal's opinion. The case is now pending before the California Supreme Court, with the plaintiffs' opening brief due in December.

Though I doubt it makes a difference to the FPPC's analysis, Mr. Cardona's characterization of the California Supreme Court's actions thus far in the Voting Rights Lawsuit is incomplete and inaccurate, and his predictions about how the California Supreme Court might decide the case are unfounded. If anything can be predicted from the California Supreme Court's actions, it is that a reversal is likely, based on the Court's depublication of the Court of Appeal's faulty decision in its entirety and on the Supreme Court's own motion.

The Voting Rights Lawsuit seeks only non-monetary relief – an injunction and declaration from the Court. Consistent with the requested relief, the Judgment entered by the Los Angeles Superior Court awards the plaintiffs injunctive and declaratory relief, but no monetary relief. While the plaintiffs' lawyers are likely entitled to recover their fees and costs, and they have already filed a motion to recover some of their fees and a memorandum of costs, I understand the plaintiffs cannot share in those fees. In fact, at the outset of the case my wife and PNA both agreed that they have no right to any attorneys' fees or costs recovered in that case. Likewise, the attorneys representing my wife and PNA agreed that they would handle the Voting Rights Lawsuit *pro bono* and pay all associated costs. In other words, the attorneys, not PNA or my wife, bear all of the financial risk and are entitled to the entirety of any financial reward. Therefore, neither I nor my wife have any financial interest, direct or indirect, in the outcome of the Voting Rights Lawsuit – our interest is merely the implementation of district elections and justice.

Nor does Mr. Cardona's underhanded suggestion, through his final question posed, that somehow PNA might be offered something of value in settlement negotiations change the simple fact that I have no financial interest in the Voting Rights Lawsuit. There have been dozens of CVRA cases settled or otherwise adjudicated in the nearly 18 years since the CVRA was enacted. In each and every one of those settlements and judgments, the relief consisted of a change to the defendant's elections and an award of attorneys' fees and costs; never has any CVRA plaintiff received any monetary compensation. The City of Santa Monica has never offered any monetary compensation to the PNA or my wife to settle the Voting Rights Lawsuit, and I know that my wife would never entertain such an offer if it were made. Rather, my wife, PNA and their attorneys have consistently told the City any settlement negotiations must first address changes to the method of electing city councilmembers and second address the amount of attorneys' fees and costs to be paid to the plaintiffs' attorneys, and the discussion of attorneys' fees and costs will not begin until the election changes are resolved. Indeed, it would be inappropriate to conflate those two distinct issues.

D. The 2020 Campaign and Election.

I first ran for the Santa Monica City Council in 2016. Though I did very well with voters in the Latino-concentrated Pico Neighborhood, I received much less support from the other parts of the city, and I lost. The 2016 election outcome, and what I experienced in that campaign, underscored the need for district-based elections in Santa Monica – as the Los Angeles Superior Court found.

Despite my experience in 2016, I ran again in the November 2020 election. A series of events demonstrated the mismanagement of the City by the incumbent council members and the City's upper management staff. For example, on May 31, 2020 the city's police tear-gassed and brutalized peaceful protestors while allowing looters to steal from and destroy the City's businesses, apparently at the direction of the city council and upper management staff. A tremendous anti-incumbent sentiment developed, and I felt 2020 would be an unusual opportunity to win a seat on the Santa Monica City Council. Ultimately, my sense was proven correct; three of the four incumbents seeking re-election were defeated (as many as had been defeated in the previous 26 years), and I came in fourth in a race for four seats.

Throughout my campaigns, both in 2016 and 2020, I stressed the need for the City to adopt district-based elections. In the 2020 campaign, the major candidates were all asked by a local newspaper whether they supported adopting district-based elections. All of the incumbents answered "no," while all of the challengers endorsed by Santa Monicans for Change (including me) answered "yes."

Ultimately, three of the challengers (including me), and only one of the incumbents, was elected. I believe our support for district elections reflects the will of the voters; in fact, a survey of 400 voters in 2018 showed that Santa Monica voters support the adoption of district-based elections by a margin of more than 2 to 1. The adoption of district-based elections makes even more sense in light of the fact that the City has spent untold millions of dollars to fight against adopting district-based elections. As the voters elected me to the city council to advocate for district elections, among other things, I intend to do exactly that.

While the incumbent council members who oppose district elections have accused me of having some unidentified conflict of interest with respect to the issue of district elections, and the Voting Rights Lawsuit seeking the implementation of district elections, it is those incumbent council members who have had the conflict of interest for the past five years as they have used the City's financial resources to fight against district elections so that they may retain their council seats and the stipends, car and phone allowance, insurance etc that comes with their positions. For example, with the district map chosen by the Los Angeles Superior Court, at least two of those incumbent council members reside in the same district – meaning that only one of them could be elected in a district-based election. Frankly, I find the accusation that I am the one who has a conflict of interest to be biased and racist – just like the incumbent council members insistence on clinging to the at-large election system that the Los Angeles Superior Court found was adopted and maintained for the express purpose of denying Latinos and African Americans representation in their municipal government.

*****

Please feel free to contact me if you have any questions regarding this matter.

Very truly yours,

Oscar de la Torre

Exhibit 16

(No Subject)

From: Kevin Shenkman (shenkman@sbcglobal.net)

To: odelatorre16@yahoo.com

Date: Monday, January 25, 2021, 07:46 PM PST

questions for cardona and a draft statement are attached.

Questions for Cardona and Statement re conflict of interest.docx
20.7kB

Exhibit
0017

Questions for Cardona:

Did we, at some point, meet to discuss the Pico Neighborhood Association vs. City of Santa Monica lawsuit?

When?

Prior to that discussion, did you advise me that I should or could be represented by legal counsel in that discussion?

Did I have legal representation with me for that discussion?

In that discussion, did you ask me questions about the retainer agreement my wife entered into with her attorneys, and any financial arrangements in that retainer agreement?

And, I provided information concerning the relationship between my wife and her attorneys?

Including the fact that under the retainer agreement, neither my wife, nor I, nor the Pico Neighborhood Association had any potential for any financial gain or loss?

In that discussion, did you propose writing a letter to the California Fair Political Practices Commission to get an opinion as to whether or not I have a conflict of interest in addressing the Pico Neighborhood Association case?

You, in fact, did send a letter to the FPPC?

And, you did that without first working with me to craft an appropriate letter?

Why didn't you work with me to craft an appropriate letter to the FPPC, rather than just sending your own letter?

Have you received a response from the FPPC?

Did you seek an opinion from the Attorney General? But the AG would not provide an opinion, correct?

Did you inform me that you would seek an opinion from the Attorney General prior to doing so? Did we discuss that at all?

Who instructed you to seek an opinion from the Attorney General?

Did you appear as an attorney representing the City of Santa Monica in the trial of the Pico Neighborhood Association case?

Did you advise the previous city council in the course of that case to not engage in any meaningful settlement discussions, and instead pay tens of millions of dollars to your friends at Gibson Dunn & Crutcher?

Have you ever advised me that I have a financial conflict of interest in addressing the issue of district elections or the Pico Neighborhood Association case?

Do you now contend that I do have a financial interest in the case? If so, how?

Who directed you to prepare the January 22 staff report, or did you decide to do that on your own? When were you directed to do that? Why did you?

Did you discuss this agenda item with me at any time, or otherwise even notify me that this item would be placed on the agenda? Why not?

Have you seen the legal opinion on this issue prepared by Dan Ambrose? Why didn't you include that legal opinion in the staff report?

There are a number of points raised in the legal opinion letter from Dan Ambrose; why didn't you address any of those points in your January 22 staff report?

In the Attorney General Opinion you reference in the staff report, the board member's immediate family (his son) had a financial interest, correct? So that distinguishes the Attorney General Opinion from the present circumstances, correct?

Have you read the Breakzone case cited in Mr. Ambrose's legal opinion letter? (If not – don't you think that you should have done that before rendering an unqualified legal opinion to this council?)

In that case, a business obtained an amendment to its conditional use permit from the City of Torrance's planning commission, correct? And then a Torrance city council member appealed the planning commission's decision, correct? And that same Torrance city council member adjudicated his own appeal, and reversed the planning commission's decision, correct? And the Court of Appeal found there was no conflict, financial or otherwise, that would prohibit that Torrance council member from voting on his own appeal, and explicitly found the "common law doctrine" of conflict of interest did not prevent that Torrance city council member

from participating in the council's decision on his own appeal, correct? And that was true even though the Torrance city council member had received over $8000 in campaign contributions from businesses that stood to gain financially from the success of his appeal, correct?

And, unlike an Attorney General opinion, the Breakzone case is precedential, correct?

Are you aware of any authority that allows a city council to exclude a duly elected council member from council discussions, deliberations and decisions, based on an unadjudicated allegation of a conflict of interest? If so, what is that authority?

Are you familiar with Government Code section 91003?

Doesn't section 91003 provide the exclusive procedure for addressing allegations that a councilmember will not recuse himself despite a conflict of interest? If not, what is the authority that says otherwise or provides for a different procedure?

Section 91003 provides that the proper way to adjudicate any such conflict allegations is to first seek an opinion from the FPPC and then seek an injunction from the Superior Court, correct?

Shouldn't you, George Cardona, recuse yourself from involvement in this matter, due to your prior and continuing involvement in the defense of the Pico Neighborhood Association case?

Statement:

As you all know, I care very deeply about the voting rights of minorities in Santa Monica, and California more generally. Just like, Sue, everyone knows that you care very deeply about affordable housing, and Kevin, everyone knows that you care very deeply about environmental issues. My wife, Maria, and the entire Pico Neighborhood Association board also care very deeply about minority voting rights in Santa Monica.

That's why, in late 2015, they raised the illegality of Santa Monica's at-large city council elections to the city council and the city attorney – then, Marsha Moutrie. They laid out their case – that the at-large election system violated the California Voting Rights Act and the Equal Protection Clause of the California Constitution – in a letter delivered to the City. Ms. Moutrie met me outside City Hall, and I recall vividly what she said – "Oscar, as city attorney I want the City to win all lawsuits, but maybe not this one." I respect Ms. Moutrie greatly for that sentiment – she recognized the duties of her position, but also recognized that Santa Monica's at-large elections needed to go.

But, apparently, Ms. Moutrie's sentiment did not impress the council members at the time, some of whom are still on this council and others were swept away in November's election. The City didn't even respond to that 2015 letter, and so, having waited four months, Maria and the Pico Neighborhood Association had no choice but to file a lawsuit.

We now know, because it was reported by a newspaper in 2018 and revealed in court about a week later, that in 2016 the City hired Karin MacDonald, an expert in demographics and voting patterns, to determine whether the City was violating the California Voting Rights Act. I haven't seen Ms. MacDonald's report because, much like we just learned was done with the after-action report about the police response to protests and looting on May 31, 2020, the City suppressed Ms. Mac Donald's report. But, I think we all know, based on the City's suppression of the report, what that report says. It says that the City's at-large elections violate the California Voting Rights Act and should be changed. And, that report is part of what's going to be discussed in closed session today.

Even faced with that report, rather than resolve the matter amicably and inexpensively back in 2016, the city council chose to pay the most expensive lawyers they could find – Gibson Dunn & Crutcher – to attack the California Voting Rights Act and the important minority voting rights that it protects. And,

though the City also refuses to let the taxpayers of Santa Monica know how much of their taxes have been paid to Gibson Dunn & Crutcher, I think we all know that number is very high, almost certainly in the tens of millions. If it wasn't such a large amount, they would let us know. And for what has all that money been spent? Not to avoid laying off city employees, or to improve our parks, or to provide services to our children and our senior citizens. No, that money was spent to protect the seats of the city councilmembers.

In the process, that money was spent fighting for white supremacy. Some of you may be thinking, Oscar's lost his mind – accusing the "famously liberal city of Santa Monica" of fighting for white supremacy. But that's exactly what it did, and is still doing by attacking the California Voting Rights Act. If you didn't recognize that before, just read the letters submitted to the California Supreme Court in support of the plaintiffs' cause in the Pico Neighborhood Association case. Every reputable civil rights organization; every Black, Latino and Asian member of the California Legislature; past members of the California Legislature including three current members of Congress; and Secretary of State (now U.S. Senator) Alex Padilla, all implored the California Supreme Court to take the case and find in favor of the Plaintiffs. They all recognize that at-large elections are the tool used to maintain white supremacy in municipal government. As Senator Polanco wrote, you will each be remembered for where you stood on this case – whether you were on the right or wrong side of history.

Make no mistake – the California Supreme Court is about to do exactly what all of those civil rights groups and people of color elected to office have asked it to do – the California Supreme Court is about to tell you what Ms. MacDonald told you back in 2016 – that Santa Monica's at-large election system violates the California Voting Rights Act. So now, as a council, we are asked whether we are going to throw good money after bad – spend a few more millions of dollars to fight for white supremacy and against minority voting rights. Just like Phil and Christine, I was elected to make sure that we answer that question – "No More!" And that's what I will do, regardless of whether some members of this council think I should shut up.

And why is this council discussing the matter in secret closed session anyway? Why not let the people know what you're doing, and why you're doing it? It's certainly not to protect the City of Santa Monica. The trial is over; no more facts can be raised. The case is in the appellate phase, where only legal issues are addressed; there's no longer anything to hide. The only reason now to have discussions about the Pico Neighborhood Association case in secret closed session

is to protect the lawyers who gave bad advice and cost the city tens of millions of dollars (specifically, George Cardona and Lane Dilg), and perhaps the council members who sheepishly followed their flawed advice. So, I suppose Mr. Cardona's biased and superficial staff report should not be surprising – he's trying to protect himself and his buddy, the outgoing city manager.

There are so many problems with Mr. Cardona's analysis. The most important is that he does not present the other side of the argument. He had the legal opinion of Dan Ambrose, and yet he didn't attach that opinion to his staff report, nor did he address the much better reasoned and supported opinion prepared by Mr. Ambrose. While Mr. Cardona relies exclusively on a non-precedential Attorney General opinion addressing a situation very different than this one, Mr. Ambrose points to the precedential decision in *Breakzone Billiards v City of Torrance*. In the Breakzone Billiards case, a business obtained an amendment to its conditional use permit from the City of Torrance's planning commission. Then a Torrance city council member appealed the planning commission's decision, and that same Torrance city council member adjudicated his own appeal, and reversed the planning commission's decision. The business claimed the Torrance council member had a conflict of interest, including based on the so-called "common law doctrine," and the Court of Appeal found there was no conflict, financial or otherwise, that would prohibit that Torrance council member from voting on his own appeal.

And, he fails to cite any authority for this council to unilaterally exclude me from any council discussions, deliberations or meetings. Why? Because there is no such authority. Government Code section 91003 provides the exclusive procedure for excluding a council member from participating in the council's deliberations or decisions for which it is alleged that council member has a conflict of interest. That procedure is to first seek an opinion from the FPPC and then seek an injunction from the Superior Court. It makes sense that a court pass on any question of conflict of interest, not a city council. The Superior Court is versed in municipal law, particularly the judges that deal with writ petitions every day. This council is not; there are two attorneys on the council, but neither of them deal extensively with municipal law. And, unlike other cities, our interim city attorney is also not well versed in municipal law – he is a career federal prosecutor who is thoroughly unqualified to be a city attorney.

Let me be very clear about this – neither I, nor my wife, nor the Pico Neighborhood Association, nor any member of my family, has any financial interest in the outcome of the Pico Neighborhood Association case. The attorneys

for my wife and the Pico Neighborhood Association agreed at the outset that none of the plaintiffs would ever have to pay for anything. On the flip side of that, they also agreed that they would never receive any financial benefit – the attorneys' fees and costs that will likely be awarded to the plaintiffs' attorneys go to the attorneys, they will not and cannot be shared with my wife or the Pico Neighborhood Association. Mr. Cardona – if you have any evidence that I have a financial interest in that case, say so now. [[PAUSE BRIEFLY]]. There is no conflict.

Mr. Cardona attempts to extend the conflicts of interest law to so-called "non-financial conflicts" even though the California Legislature has said otherwise. He says a council member has a conflict any time his/her view is different than the city's position. But that begs the question, who decides what the city's position is? The city attorney? And wouldn't that mean that any council member who has strong views on any topic that do not conform to the view of the council majority could be excluded entirely from the discussions and decisions on that topic?

Sue – should you be excluded from any discussions concerning the REMA demand that we produce 9,000 new housing units, with a majority being affordable, or eviction moratoriums since you represent tenants at the Western Center for Law and Poverty? After all, some members of this council would prefer that we oppose the REMA command for 9,000 new housing units. Kevin – should you be excluded from every CEQA matter that comes before this council, or discussions concerning the cost of environmental sustainability or an electric bus fleet? Some members of this council might value fiscal responsibility over environmental sustainability. Of course you shouldn't. Nor should I be excluded from discussions concerning minority voting rights and the system of electing the city council. Each of us was elected by the voters of Santa Monica with full knowledge of how we care very deeply about these topics. That my wife and the Pico Neighborhood Association had to sue the City to make progress on this issue does not change that fact, and does not mean that I have a conflict of interest.

If anyone on this council feels differently, or anyone watching at home, you can go to court. I invite you to do so. But until a judge tells me that Mr. Ambrose's analysis is wrong and I have a conflict of interest, I will do what the voters elected me to do – participate in all city council deliberations, and advocate for an end to this horrible costly mistake.

Exhibit 17

From: Stephanie Venegas <Stephanie.Venegas@santamonica.gov>
Sent: Tuesday, February 23, 2021 7:01 PM
To: Oscar de la Torre
Subject: RE: Public Records Request R009736

Will do-thanks Oscar.

From: Oscar de la Torre <Oscar.delaTorre@SMGOV.NET>
Sent: Tuesday, February 23, 2021 4:59 PM
To: Stephanie Venegas <Stephanie.Venegas@SMGOV.NET>
Subject: Re: Public Records Request R009736

Hello Stephanie:

Can you please forward the following regarding the Public Records Request R009736:

I have searched for documents responsive to Mr. Isla's request. I found no responsive documents that are not exempt from disclosure under the California Public Records Act due to one or more applicable privileges including the deliberative process. Attorney-client, work product and marital/spousal communication privileges.

Thank you,

-Oscar de la Torre

From: Stephanie Venegas <Stephanie.Venegas@SMGOV.NET>
Date: Wednesday, February 17, 2021 at 11:12 AM
To: Oscar de la Torre <Oscar.delaTorre@SMGOV.NET>
Cc: George S. Cardona <George.Cardona@SMGOV.NET>
Subject: FW: Public Records Request R009736

Hi Oscar-

Wanted to ensure you had seen the email below from the City Attorney's Office. They are requesting a response today. If you need more time or have questions, please reach out to Jamie Wand.

Thank you,

Stephanie

From: Jamie Wand <Jamie.Wand@SMGOV.NET>
Sent: Wednesday, February 17, 2021 11:09 AM
To: Stephanie Venegas <Stephanie.Venegas@SMGOV.NET>
Cc: Isabel Birrueta <Isabel.Birrueta@SMGOV.NET>
Subject: FW: Public Records Request R009736

Hi Stephanie,

Exhibit
0021

Would you please pass along the below message to Councilmember de la Torre? I emailed his City email last Thursday but have not gotten a response.

Thank you,

Jamie Wand

From: Jamie Wand
Sent: Thursday, February 11, 2021 12:22 PM
To: Oscar de la Torre <Oscar.DeLaTorre@SMGOV.NET>
Subject: Public Records Request R009736

Councilmember de la Torre:

On January 27, 2021, Mr. Jason Islas filed a public records request for written communications between you and Kevin Shenkman for the period from December 8, 2020 to January 27, 2021 pursuant to the California Public Record Act ("Act"). Specifically, Mr. Islas requested the following:

"Any and all communications (written or electronic) sent or received on or after December 8, 2020 between Councilmember Oscar de la Torre and attorney Kevin Shenkman with respect to the case of Pico Neighborhood Ass'n & Loya v. City of Santa Monica, Los Angeles Superior Court, Case No. BC 616804, Second District Court of Appeal Case No. B29595, California Supreme Court Case No. S263972. This request for public documents includes without limitation any of the above-referenced documents that relate to the question of whether Councilmember de la Torre has a common law conflict of interest that precludes his participation as a Councilmember in the above-referenced lawsuit."

City staff did not locate communications exchanged between you and Mr. Shenkman during the subject date range on the City's server.

California law requires that we ask that you check your private personal devices and private email accounts to determine whether you have responsive records made in the furtherance of City business. If so, unless you believe these records are protected from disclosure to attorneys for the City on some basis (see discussion below), please upload them to a folder entitled, "R009736 Responsive Communications" using the link below so that we can review the records to determine whether exemptions are implicated. If exemptions, apply we will redact or withhold records. Please upload responsive records no later than **February 17, 2021.**

https://smgov365-my.sharepoint.com/:f:/g/personal/jamie_wand_smgov_net/ElWGoKatnOVAqSdQ-jmSuqMBPS_p6hrMvf9aKBmv1EVgAg?e=HCZ79h

We note that Mr. Shenkman is identified as an attorney in the request. You may consult with Mr. Shenkman before providing us with any responsive records. If, whether after consulting with Mr. Shenkman or otherwise, you believe that any responsive records are protected from disclosure to attorneys for the City for any reason, please advise us by email of the number and dates of those responsive records and the basis on which you believe they are protected from disclosure to attorneys for the City. Please retain and do not destroy any such responsive records.

If after searching your private personal devices and email accounts, you determine that you do not have responsive communications made in the furtherance of City business, please notify me via email communication so that we save your notification in our files.

For your ease of reference, we have provided a summary of legal authority that provides the definition of a "public record" and requires that public agencies request that public employees and officials search their personal devices and email accounts for responsive records relating to City business in response to public record requests. The definition of a "public record" essentially includes anything City employees and officials are likely to possess for business purposes.

The Act defines a public record as "[A]ny writing containing information relating to the conduct of the public's business prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics," is a public record. (Gov. Code, § 6252(e), emphasis added.) The term "writing" is also very broadly defined and includes "any handwriting, typewriting, printing, photostatting, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored." (Gov. Code, § 6252(g).)

The California Supreme Court holds that writings representing agency business that were *prepared and retained* by employees on ***private personal devices***, or were simply *retained* by employees on such devices, will constitute *agency records* subject to the Act. (*City of San Jose v. Superior Court* (2017) 2 Cal.5th 608 (*City of San Jose*).)

> "A writing prepared by a public employee conducting agency business has been 'prepared by' the agency within the meaning of section 6252, subdivision (e), even if the writing is prepared using the employee's personal account." (*City of San Jose*, *supra*, 2 Cal.5th at p. 621.) "We likewise hold . . . [a] writing retained by a public employee conducting agency business has been 'retained by' the agency within the meaning of section 6252, subdivision (e), even if the writing is retained in the employee's personal account." (*Id.* at p. 623.)

Ordinarily any writings (such as texts and emails) made in the furtherance of agency business by a City employee or official acting or purporting to act within the scope of their positions which are retained on private personal devices or accounts will qualify as agency records. On the other hand, personal writings tangentially relating to the City, its employees, or those with whom the City does business, where the employee or official was not acting or claiming to act in the scope of their City positions and where the writing was not made in the furtherance of agency business, may be subject to protection from disclosure as personal and private information.

Should you have questions or require assistance, please contact Deputy City Attorney Isabel Birrueta at (310) 458-8323 or Isabel.Birrueat@SMGOV.Net. Thank you for your cooperation and assistance with this matter.

Sincerely,

Jamie Wand

City of Santa Monica
Jamie Wand (she/her)

Public Records Coordinator
(310) 458-8411 ext. 8360
Email: jamie.wand@santamonica.gov

Exhibit 18

P1130

Exhibit
0024

Exhibit 19

Oscar's Verification

From: Oscar de la Torre (odelatorre16@yahoo.com)

To: shenkman@sbcglobal.net; kshenkman@shenkmanhughes.com

Date: Friday, February 26, 2021, 10:48 AM PST

FYI. Here is the verification I have provided to my attorney Will Trevino-Perez so he can file the complaint against those who want to exclude me from exercising my right as an elected official in Santa Monica.

verk.pdf
174.5kB

Exhibit
0025

VERIFICATION

Verification of Pleading (Code Civ. Proc., § 446)

Declaration under Penalty of Perjury Form (Code Civ. Proc., §§ 446, 2015.5)

De La Torre v. City of Santa Monica

I, Oscar de la Torre, declare:

I am the Plaintiff in the above-entitled matter.

I have read the foregoing Complaint and know the contents thereof.

The same is true of my own knowledge, except as to those matters which are therein stated on information and belief, and, as to those matters, I believe it to be true.

Executed on February 17, 2021, at Santa Monica, California.

I declare (or certify) under penalty of perjury that the foregoing is true and correct.

Oscar de la Torre

Exhibit 20

No. S263972

In the

Supreme Court

of the

State of California

City of Santa Monica,
Defendant and Appellant,
v.
Pico Neighborhood Association, *et al.*,
Plaintiffs and Respondents.

SANTA MONICA CITY COUNCIL MEMBER OSCAR DE LA TORRE'S APPLICATION (IN HIS INDIVIDUAL CAPACITY) FOR LEAVE TO FILE AMICUS CURIAE BRIEF; [PROPOSED] AMICUS CURIAE BRIEF

After a Published Decision of the Court of Appeal
Second Appellate District, Division Eight
Case No. BC295935
(Subsequently Depublished by this Court)

Appeal from the Superior Court of Los Angeles
Case No. BC616804
Honorable Yvette M. Palazuelos

Todd W. Bonder (SBN 116482)
Rosenfeld Meyer & Susman LLP
232 N Canon Dr, Beverly Hills, CA 90210
Phone: 310-858-7700
tbonder@rmslaw.com

Attorney for Amicus Curiae Santa Monica City Council Member Oscar de la Torre

Exhibit
0030

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APPLICATION TO FILE AMICUS BRIEF

Pursuant to Rule 8.520(f) of the California Rules of Court, Santa Monica City Council Member Oscar de la Torre, in his individual capacity and not as a council member, respectfully requests leave to file the attached Amicus Curiae brief. Though he is a member of the governing board of Defendant, he, like two of his city council colleagues who would have joined this brief but for the threats of Defendant's interim city attorney incorrectly asserting they cannot join an amicus brief, supports *Plaintiffs'* position in this case.

Amicus finds the positions taken by his self-interested colleagues on the Santa Monica City Council to be wrong, and is disturbed by the misrepresentations found in Defendant's brief to this Court – about the City of Santa Monica, its elections and its history. Amicus therefore submits this brief to address some of those misrepresentations and make clear that he, unlike some of his colleagues, supports the California Voting Rights Act and the minority voting rights it protects.

As a member of the Santa Monica City Council, charged with the task of representing the residents of Santa Monica, Amicus has a special interest in protecting those residents' voting rights. As set forth in more detail below, the residents of Santa Monica support the *Plaintiffs*; it is only certain self-interested members of the city council that support the deeply offensive positions expressed in Defendant's Answer Brief. Yet, if only the

position of those councilmembers is presented, this Court might get the false impression that the City of Santa Monica is opposed to district-based elections, the California Voting Rights Act, and minority voting rights more generally.

Amicus has read the parties' briefs, as well as the briefing concerning Defendant's motion for judicial notice. While Plaintiffs address the arguments of Defendant generally, and do so thoroughly and convincingly, Amicus focuses on two issues: 1) why it would be improper for this Court to consider the 2020 election; and 2) how the obstinate and expensive refusal of Defendant's city council majority to adopt district-based elections, contrary to the will of the Santa Monica residents, demonstrates that democracy is broken in Santa Monica.

As discussed in further detail in the accompanying brief, Amicus' experiences with Defendant's elections and knowledge of Defendant's history, contradict Defendant's factual misrepresentations in its Answer Brief to this Court. The attached brief will assist the Court in understanding the electoral and political reality of Santa Monica, its history, and the ways Defendant's Answer Brief distorts that reality.

Amicus does not take lightly that the attached brief criticizes Defendant's "official position." But, the gravity of this case, and the dysfunctionality of Santa Monica's city government which allows a majority of the city council to take positions that are so contrary to the will

of the people, require that Amicus ensures that the voices of the Santa Monica residents he represents, are heard.

INTEREST OF AMICI CURIAE

Amicus Curiae Oscar de la Torre is a member of the Santa Monica City Council, but submits this brief in his individual capacity. As discussed more fully below, he was elected in November 2020 in an extraordinarily unusual election. In the campaign leading up to that election, Amicus, along with two of his council colleagues, each expressed their support for district-based elections because they recognized that the at-large election system employed by Defendant violates the California Voting Rights Act, denies a large swath of Santa Monica residents their due voice in local government, and was adopted and maintained for the purpose of depriving Latinos in the Pico Neighborhood of their due representation.

Amicus has long roots in Santa Monica dating back to the 1970s. Having lived in Santa Monica all of his life, and having also been involved in local Santa Monica politics for several decades, Amicus is uniquely positioned to inform this Court of the history and political reality of Santa Monica and its election system. Defendant distorts that history and political reality in its Answer Brief, and Amicus has an interest in correcting those distortions.

Amicus is now tasked, as a member of the Santa Monica City Council, to represent the interests of Santa Monica residents – a task at

which some of his colleagues on the city council have failed. With other members of the Santa Monica City Council taking positions in this case that are contrary to the will of Santa Monica residents, Amicus, as a representative of Santa Monicans, has a unique interest in ensuring that Santa Monica residents' voices are heard by this Court. Ultimately, it is their voting rights that will be decided in this case – voting rights that some of Amicus' self-interested colleagues on the city council are fighting *against* because those voting rights are incompatible with their political ambitions.

For these reasons, Santa Monica City Council Member Oscar de la Torre, in his individual capacity, respectfully requests that the Court accept the attached Amicus Curiae Brief in Support of Plaintiffs-Respondents Pico Neighborhood Association and Maria Loya.[1]

Dated: June 11, 2021

Respectfully submitted,

By: */s/ Todd W. Bonder*
Todd W. Bonder

Attorney for Amici Curiae

[1] Defendant-Appellant will no doubt point out that Amicus Oscar de la Torre is the husband of Maria Loya. That is true, but, as set forth herein, Amicus has advocated for district elections in Santa Monica long before Maria Loya was included as a plaintiff in this case.

AMICI CURIAE BRIEF

I. INTRODUCTION

Though he is a member of *Defendant's* city council, Amicus Curiae Oscar de la Torre ("Amicus") submit this brief in his individual capacity in support of *Plaintiffs*. Amicus, like two other members of Defendant's city council who would have joined this brief but for the threats of Defendant's interim city attorney, find the positions and arguments expressed in Defendant's Answer Brief to be both wrong and offensive. Indeed, Defendant's own behavior in this case belies its primary argument – that the implementation of a remedial election system would make no difference. If replacing the existing at-large election system would make no difference, surely Defendant would not have spent millions of dollars on attorneys to obstinately insist on keeping its at-large system. But Plaintiffs amply address, in their briefs, the fallacy of Defendant's positions, so Amicus refrains from addressing those same issues here.

Rather, Amicus writes separately to specifically address two issues: 1) Defendant's reliance on, and mischaracterization of, the 2020 election; and 2) the Court of Appeal's erroneous suggestion that democracy is working in Santa Monica. The 2020 election should not even be considered by this Court because it is a post-judgment event not in the record. But even if the 2020 election were considered, it would not support Defendant's position. Rather, the 2020 election further demonstrates what

was already demonstrated at trial – a significant majority of the Santa Monica electorate favors a switch to district-based elections. The refusal of Defendant's city council to do the will of the people by adopting district-based elections just demonstrates that democracy is not working in Santa Monica.

II. THE 2020 ELECTION

Amicus and his colleagues Phil Brock and Christine Parra have long been critical of Defendant's unresponsiveness to the needs of its residents, particularly those of the historically marginalized Pico Neighborhood, and its general incompetence in providing the basic services entrusted to municipal government. Failings of municipal government often go unnoticed by most residents, but they were glaringly obvious in Santa Monica on May 31, 2020. An unprepared Santa Monica Police Department responded to peaceful protests of the killing of George Floyd by brutalizing protestors with tear gas, batons and rubber bullets, while at the same time allowing looters to destroy and burn dozens of local businesses.[2] Residents justifiably coined May 31, 2020 the "worst day in Santa Monica's history," and, as later reported by the local press, this "perfect storm" resulted in a

[2] This was recently confirmed by an after-action investigative report commissioned by Defendant. (See Casuso, J. "*Report Harshly Criticizes Police Response to May 31 Riots, Chronicles Department in 'Disarray'*" (Santa Monica Lookout, May 6, 2021), available at: https://www.surfsantamonica.com/ssm_site/the_lookout/news/News-2021/May2021/05_06_2021_Report_Harshly_Criticizes_Police_Response_to_May_31_Riots.html

formidable anti-incumbent sentiment. (See Casuso, J. "*A Perfect Storm Swept Incumbents Out of Office*" (Santa Monica Lookout, Nov. 23, 2020)[3].)

Amicus, along with Phil Brock and Christine Parra, formed the "Change Slate" and campaigned on a platform that much was wrong with Santa Monica city government and the incumbent councilmembers who had allowed, and in many cases caused, it to rot. Amicus and his Change Slate colleagues also recognized that the at-large election system was largely to blame. Rather than being connected to the residents of each of the seven neighborhoods that make up Santa Monica, the incumbent councilmembers were beholden to wealthy business interests that spend unlimited sums through political action committees on the extraordinarily expensive at-large city council campaigns. Therefore, the Change Slate prominently included their support for a switch to district-based elections in their campaigning, while all of the incumbents opposed any change to the unlawful and discriminatory at-large system. (See, e.g., "City Council Candidate Pop Quiz" (Santa Monica Lookout, Oct. 2020)[4]

Largely because of the extraordinary anti-incumbent sentiment, and corresponding desire to change the election system that had benefited those

---

[3] Available at https://www.surfsantamonica.com/ssm_site/the_lookout/news/News-2020/November-2020/11_23_2020_NEWS_ANALYSIS_A_Perfect_Storm_Swept_Incumbents_Out_of_Office.html

[4] Available at https://www.surfsantamonica.com/ssm_site/the_lookout/news/News-2020/October-2020/City_Council_Candidates_Pop_Quiz.html

incumbents, the Change Slate were all elected to the Santa Monica City Council in 2020, unseating three incumbents. That result is nothing short of remarkable. In the previous 25 years, only two incumbents had lost re-election – Michael Feinstein in 2004 and Pam O'Connor in 2018. Unseating three incumbents could not have occurred except in the unusual circumstances of a global pandemic and a fierce anti-incumbent sentiment prompted by an extraordinary display of the city government's ineptitude. Though Amicus and his Change Slate colleagues would like to believe the 2020 election indicates a lasting shift in Santa Monica politics, the results of several more typical elections over decades suggest that the 2020 election was an aberration. The sort of "perfect storm" that occurred in 2020 is unlikely to repeat itself.

In its Answer Brief, Defendant attempts to use the Change Slate's 2020 election victory, particularly that of Christine Parra and Amicus Oscar de la Torre, to thwart one of the very policies on which they campaigned – the reform of Defendant's illegal and racially discriminatory at-large election system. According to Defendant, the 2020 election – without any analysis of that election or any context whatsoever – demonstrates that its at-large election system is just fine, or that it's okay to delay the relief ordered by the Superior Court. Defendant's superficial view belies the reality of that election, and illustrates the wisdom of the rule that post-judgment evidence is not considered by appellate courts.

A. The 2020 Election Occurred After the Judgment, and Should Therefore Not Be Considered By This Court

As Plaintiffs amply explain in their opposition to Defendant's motion for judicial notice, the 2020 election occurred after the judgment in this case, and therefore should not be considered by this Court. (See also, *In re Zeth S.* (2003) 31 Cal.4th 396, 405-414 [post-judgment events are not properly considered by appellate courts absent "exceptional circumstances"]; *Jauregui v. City of Palmdale* (2014) 226 Cal.App.4th 781, 793 [refusing to consider November 2013 election in California Voting Rights Act case because it occurred after the trial court's issuance of the injunction challenged on appeal].)

If post-judgment elections were considered by appellate courts in voting rights cases, there would never be finality. Most political subdivisions, including Defendant here, hold elections every two years. A typical appeal of a judgment takes well over a year, and can take several years as this case has. The judgment in this case occurred more than two years ago, and the appeal is still pending. It's almost certain then, that at least one intervening election will occur in any case between the trial court's judgment and the final resolution of an appeal of that judgment. Appellate courts are ill-suited to evaluate those intervening elections anew; rather, that is the role of the trial courts, where both sides can proffer testimony and documentary evidence. And if trial courts were called upon

by the appellate courts to evaluate new elections after entry of judgment, there would be a never-ending cycle of amended judgments and remands. As the court recognized in *Jauregui*, this reality necessitates a firm rule that post-judgment elections may not considered by appellate courts. (*Jauregui*, 226 Cal.App.4th at 793.)

Even where an election occurs after trial, but prior to entry of judgment, courts have declined to consider those elections in voting rights cases. The court in *Missouri State Conference of the NAACP v. Ferguson-Florissant School District* (E.D. Mo. 2016) 219 F.Supp.3d 949 summed it up, with an analysis that is equally applicable to this case:

> [Defendant's] argument seems to be that I should forgo the detailed analysis I conducted of all of the evidence and expert analysis presented over the course of a six-day trial, accept their expert's analysis of the 2016 election results without giving the Plaintiffs a chance to respond and without considering any context, and simply conclude that because there are currently three African Americans (who, they argue, are all Black-preferred candidates) on the Ferguson-Florissant School Board, the current system results in proportionality and is thus legally acceptable and superior to any of the systems Plaintiff propose.
>
> I decline to do so. It would be neither fair nor helpful to consider the School District's expert analysis on the 2016 election results at this stage. A finding of proportional representation at this moment would not, standing alone, negate my liability finding.

> See *Harvell v. Blytheville Sch. Dist. No. 5*, 71 F.3d 1382, 1388 (8th Cir. 1995) (en banc) ("Just as proportional representation is not mandated under Section 2, it also does not preclude finding a violation, because racial reference points do not necessarily reflect political realities."). Plaintiffs have not had the opportunity to respond or offer their own expert analysis. Cf. *Cottier v. City of Martin*, 604 F.3d 553, 561 n.4 (8th Cir. 2010) (en banc) (rejecting suggestion to consider election data appended to plaintiffs' brief, as the court would not "allow one party to augment its evidentiary presentation in a case involving extensive statistics that were the subject of complex analysis by experts for both parties"). If I were to reopen the case again and give them the chance to do so, we would necessarily extend the case, perhaps past the next election, and then there would seem to be no reason not to reopen the case again to include those results, and so on.

(*Id.* at 954.)

B. The Circumstances of the 2020 Election Illustrate Why Post-Judgment Elections Should Not Be Considered.

In evaluating elections in voting rights cases, courts are required to engage in a "searching practical evaluation." (*Thornburg v. Gingles* (1986) 478 U.S. 30, 76; see also *Yumori-Kaku v. City of Santa Clara* (2020) 59 Cal.App.5th 385, 470 ["California's statute demands an equally fact-intensive expedition through the factors for ascertaining racially polarized voting."]) Where an election is an outlier, or is the product of unusual circumstances, courts are justified in disregarding that election, or at least

giving that election less weight. (*Thornburg v. Gingles*, 478 U.S. at 76 [Where an at-large election system "generally works to dilute the minority vote, it cannot be defended on the ground that it sporadically and serendipitously benefits minority voters."]; *Yumori-Kaku*, 59 Cal.App.5th at 462-465 [approving of trial court giving less weight to certain elections – "the court may need to extend its inquiry to consider factors likely to have influenced the electoral outcomes."].)

The 2020 election was very much an outlier. But, because it occurred after the judgment, the parties have no opportunity to present testimony and documentary evidence to demonstrate just how much of an outlier it was. As discussed above, the election occurred shortly after "the worst day in Santa Monica's history," in the midst of a global pandemic and unprecedented anti-incumbent sentiment, where Amicus and his Change Slate colleagues could present themselves as the only alternative to the inept incumbents. Of course, appellate courts do not take testimony, so considering post-judgment elections for the first time in an appeal necessarily deprives the litigants of the opportunity to fully address those elections, and would result in appellate courts relying on a superficial view of the elections rather than the "searching practical evaluation" that is required.

Moreover, the issue of district-based elections – the subject of this case – was a central issue in the 2020 campaign. Amicus and his Change

Slate colleagues recognized the electorate's desire for a switch to district-based elections, and used that issue to garner support. That is likewise reason enough to disregard the 2020 election. (Compare *United States v. Village of Port Chester* (S.D.N.Y. 2010) 704 F. Supp. 2d 411, 442 [where the subject of a voting rights lawsuit becomes a central campaign issue in a post-lawsuit election, that election is rightly disregarded as an outlier fueled by that "special circumstance"].) It would be tragically ironic and undemocratic to allow Defendant to use the electorate's support for district-based elections to thwart the implementation of district-based elections.

This case exemplifies the reason post-judgment evidence is not considered by appellate courts.

C. Even if Considered, the 2020 Election Should Not Change the Outcome of This Case.

Unlike Defendant, Amicus and his Change Slate colleagues recognize that the present composition of the Santa Monica City Council reflects a sliver in time, compared to the long history of exclusion of Latinos. And, if the at-large election system remains, the composition of the Santa Monica City Council is likely to return to where it has been for 65 of its 75 years – the *complete* exclusion of the Latino minority.

When Defendant's Charter Review Commission considered whether Defendant's at-large election system should be replaced in 1992, it could have reasoned that the election of the first Latino councilmember in 1990

demonstrated there was no need for change. The Charter Review Commission nonetheless concluded "a shift from the at-large plurality system currently in use" was necessary "to distribute empowerment more broadly in Santa Monica, particularly to ethnic groups." (24AA10716 [Trial Court Statement of Decision, p. 48].) Two years later, the Charter Review Commission was proved correct – when the only Latino ever elected to Defendant's city council lost his bid for re-election following a campaign riddled with racist appeals. (24AA10704, 24AA10725 [Trial Court Statement of Decision, pp. 36, 57].) Defendant's city council would be devoid of Latinos for another 18 years. (24AA10687-10688 [Trial Court Statement of Decision, pp. 19-20].) Amicus and his Change Slate colleagues understand that history; they understand their success may be fleeting; and they understand that only a permanent change to Defendant's discriminatory at-large election system can ensure consistent fair representation in the future.

Courts have long recognized what Amicus and his Change Slate colleagues understand, and Defendant's 1992 Charter Review Commission understood, about Santa Monica – that one election is not nearly as predictive as decades of elections, and therefore does not negate a consistent pattern of racially polarized voting. (*Gingles,* 478 U.S. at 57 ["[W]here elections are shown usually to be polarized, the fact that racially polarized voting is not present in one or a few individual elections does not

necessarily negate the conclusion that the district experiences legally significant bloc voting."]; *Missouri State Conference of the NAACP*, 219 F. Supp. 3d at 974.) That is particularly true where, as here, that single election is held during the pendency of a voting rights lawsuit. (*Gingles,* 478 U.S. at 76).

III. DEMOCRACY IS NOT WORKING IN SANTA MONICA.

In its opinion, the Court of Appeal described the situation where minority voters consistently lose elections, and thus lack representation in their local government, as "democracy working." (Opinion p. 30.) Since Latino voters' preferred candidates have consistently lost in elections for the Santa Monica City Council (see 24AA10680-10681, 24AA10684-10690 [Trial Court Statement of Decision, pp. 12-13, 16-22]), the Court of Appeal would presumably say that democracy is working in Santa Monica. The Court of Appeal is tragically wrong. Self-interested incumbents clinging to a discriminatory election system because it keeps them in power, despite popular opposition to that election system, is not "democracy working"; it is a dysfunctional government at odds with its constituents and in need of correction.

Though a majority of Defendant's city council favor at-large elections, the residents overwhelmingly support replacing that antiquated system with district-based elections. As Plaintiffs point out in their Reply Brief, and Amicus and his Change Slate colleagues recognized in their

campaigns, when Santa Monica residents are asked to simply choose between the current at-large system and district-based elections, they prefer district-based elections by a wide margin. (Petitioners' Reply Brief, p. 47). Unsurprisingly, Latino residents support a switch to district-based elections by a margin even greater than their non-Latino neighbors. (Id.). Across every ethnic group, and partisan affiliation, Santa Monica residents support adopting district-based elections. (RT2865:23-2868:20). The residents' support for district elections was one reason, though not the dominant reason, that Amicus and his Change Slate colleagues each proclaimed their support for district elections in their campaigns. (See "City Council Candidate Pop Quiz" (Santa Monica Lookout, Oct. 2020))[5]

Defendant attempts to give this Court the opposite impression, claiming, on page 13 of its Answer Brief, that "in 1975 and 2002, voters overwhelmingly rejected returning to districts" and "in 2002 … 82% of Latino voters rejected districts." None of what Defendant says about voter sentiment in 1975 or 2002 is true. The 1975 ballot measure to which Defendant refers would have "reduced the percentage of names required on a recall petition," "required another election … within six months," and brought "immediate and long-range upheaval in the city's politics." (RT4719:16-4720:2.) It was "these additional provisions, rather than the

[5] Available at https://www.surfsantamonica.com/ssm_site/the_lookout/news/News-2020/October-2020/City_Council_Candidates_Pop_Quiz.html

proposed adoption of districts, [that] were the focus of opponents of [the 1975 ballot measure]." (RT4720:4-4720:8.) Likewise, the 2002 ballot measure was far from a simple choice between adopting district-based elections or maintaining the at-large system; it consisted of six separate provisions. (RT5416:5-5416:6.) The 2002 ballot measure sought to establish a strong mayor with veto power over the city council – in the words of the League of Women Voters: ""Measure HH would [] radically shift power by concentrating control into a single individual, a new dominant, boss-style mayor." (RT5412:12-5413:14). And, the 2002 ballot measure further sought to bifurcate elections into primary elections followed by city-wide runoff elections for all councilmembers, making them all ultimately elected at-large, and the elections more expensive. (RT5413:15-5413:18.) It was these features of the 2002 ballot measure that were (rightly) criticized by opponents. (RT5412:12-5416:24.) Unlike the move to district-based elections ordered by the Superior Court, placing the bulk of the city's government power in a single *at-large-elected* mayor, and subjecting every councilmember to *at-large* runoff elections, would have done nothing to empower the Latino community.

Not only does the expert polling of the Santa Monica electorate discussed above bely any notion that Santa Monicans favor maintaining at-large elections, so too does the report of Defendant's 1992 Charter Review Commission. (25AA10913-10914; 25AA10930.) The Commission was

composed of a balanced cross-section of Santa Monica residents, and concluded "that Defendant's at-large election system [should] be eliminated [because] the at-large system prevents minorities and the minority-concentrated Pico Neighborhood from having a seat at the table." (24AA10722 [Trial Court Statement of Decision, p. 54].) Indeed, the Charter Review Commission was nearly unanimous in its recommendation to scrap the at-large election system like so many other racist relics of the past. (Id.). But, just like Defendant's city council of 2018, its city council of 1992 rejected the Charter Review Commission's recommendation and maintained the at-large election system that elected them. Though the Court of Appeal reversed, the Superior Court (correctly) found that decision by the 1992 city council was intended to deprive Latinos of voting power. (24AA10716-17, 24AA10721-27 [Trial Court Statement of Decision, pp. 48-49, 53-59])

So why would a majority of Amicus' council colleagues insist on at-large elections when their constituents overwhelmingly favor district-based elections? The answer is simple – retaining political power.

Amicus understands the temptation of council members to cling to at-large elections once they have secured council seats under that election system. A move to district-based elections might mean those councilmembers must compete against one another in an electoral contest, and some are not re-elected. It also might mean that one or more of

Amicus and his Change Slate colleagues lose their seats on the city council. But Amicus and his Change Slate colleagues also recognize that losing one's elective office is a small price to pay for addressing systemic racism – a price they are willing to pay to ensure that the votes of Latino residents of Santa Monica are no longer diluted by the at-large system.

IV. CONCLUSION

Amicus' constituents deserve an election system that complies with the CVRA and does not dilute the vote of the historically unrepresented Latino community, as the Superior Court ordered. Therefore, Amicus asks this Court to reverse the Court of Appeal's decision, with direction to affirm the Superior Court's judgment.

Dated: June 11, 2021

Respectfully submitted,

By: */s/ Todd W. Bonder*
Todd W. Bonder

Attorney for Amici Curiae

CERTIFICATE OF WORD COUNT

(Cal. Rules of Court, rules 8.2024(c)(1).)

I, the undersigned counsel, certify that this brief consists of 3,264 words exclusive of those portions of the brief specified in California Rules of Court, rule 8.204(c)(3), relying on the word count of the Microsoft Word computer program used to prepare the brief.

Dated: June 11, 2021

Respectfully submitted,

By: */s/ Todd W. Bonder*
Todd Bonder

Attorney for Amici Curiae

RULE 8.520(f)(4) CERTIFICATION

No party or counsel for any party in the pending appeal authored the proposed amicus brief in whole or in part, or made a monetary contribution intended to fund the preparation or submission of the proposed brief. (See Cal. Rules of Court, rule 8.520(f)(4)(A).) Nor do there exist any persons or entities whose identities must be disclosed under Rule 8.520(f)(4)(B) of the California Rules of Court.

Dated: June 11, 2021

Respectfully submitted,

By: */s/ Todd W. Bonder*
Todd W. Bonder

Attorney for Amici Curiae

Exhibit 21

for CM Negrete

From: Kevin Shenkman (shenkman@sbcglobal.net)

To: odelatorre16@yahoo.com

Date: Thursday, July 1, 2021, 05:53 PM PDT

Here are Surf Santa Monica articles relaying letters by Senator Polanco (former chair of the Latino Legislative Caucus) and Darren Parker (then-chair of the California Democratic Party's African American Caucus)

Stop Fighting Lawsuit, Voting Rights Act Sponsor Urges City (surfsantamonica.com)

African American Caucus of State Democratic Party Urges Santa Monica to Stop Fighting Voting Rights Lawsuit (surfsantamonica.com)

Here is a Surf Santa Monica article about some of the Amicus letters in support of Plaintiffs' case to the California Supreme Court, as well as a file that has most of those letters:

Secretary of State, Original Backers of Voting Rights Law Support Plaintiffs Appeal in Santa Monica Case (surfsantamonica.com)

Pico-Amicus-Letters-ALL-FILED_compressed_2.pdf (parris.com)

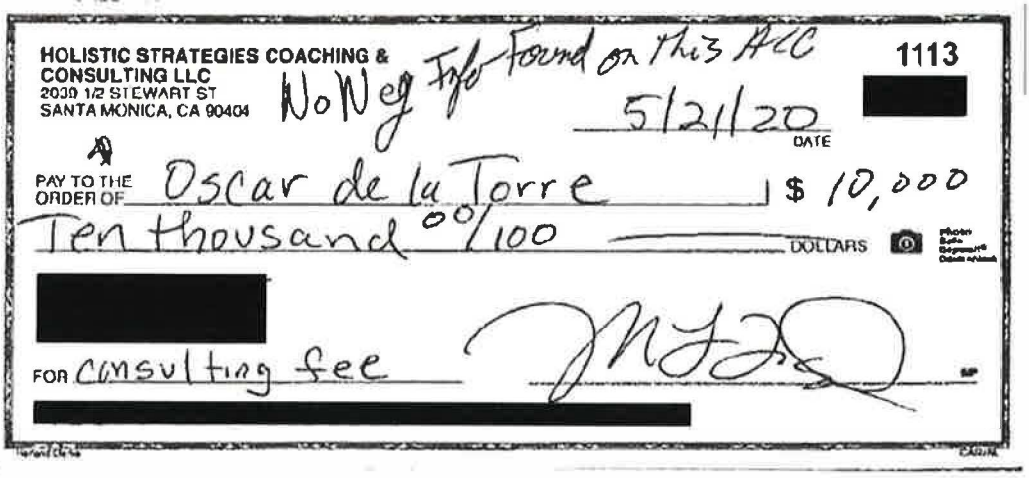
Attached is the Los Angeles Superior Court's final decision from 2019.

Let me know if this is what you had in mind to provide her. It may be a bit overwhelming, but I think it is important to have the two largest documents - the Superior Court final decision and all the Amicus letters.

pna - signed statement of decision.pdf
4.3MB

Exhibit
0031

Exhibit 22



HOLISTIC STRATEGIES COACHING & CONSULTING LLC
2030 1/2 STEWART ST
SANTA MONICA, CA 90404

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1113

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5/21/20
DATE

PAY TO THE ORDER OF Oscar de la Torre $ 10,000

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FOR Consulting fee

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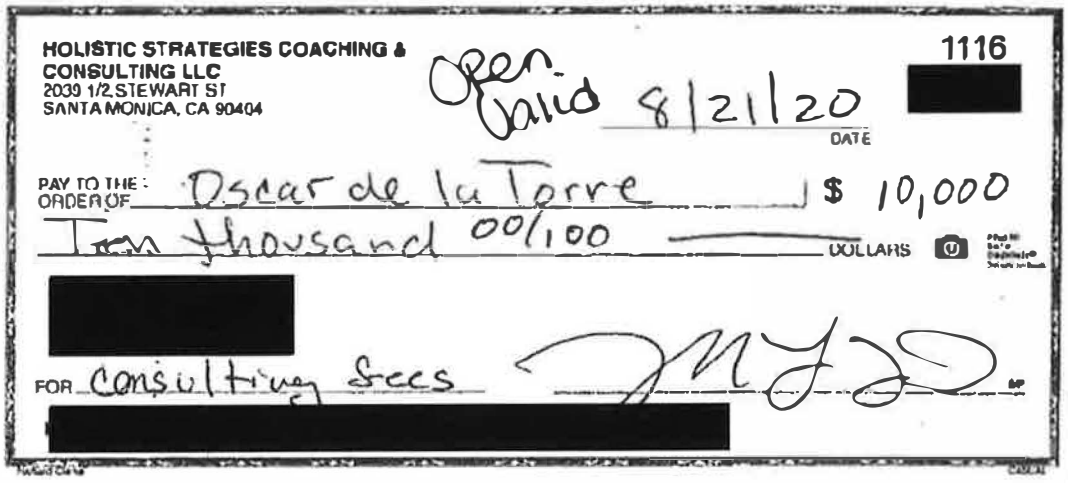
Exhibit
0038



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2039 1/2 STEWART ST
SANTA MONICA, CA 90404

Open Paid 8/21/20
DATE

1116

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Ten thousand 00/100 DOLLARS

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FOR Consulting Fees

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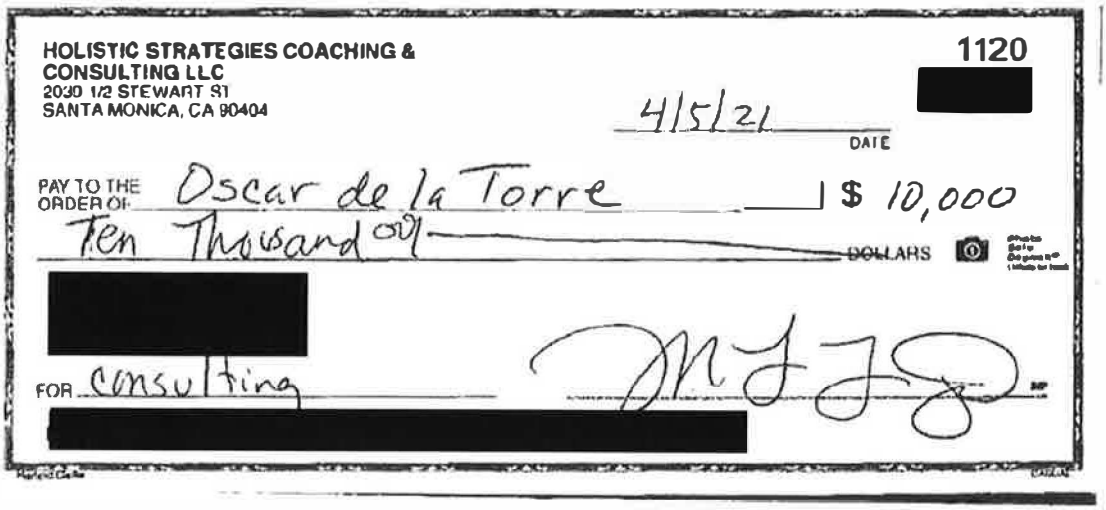

HOLISTIC STRATEGIES COACHING &
CONSULTING LLC
2030 1/2 STEWART ST
SANTA MONICA, CA 90404

1120

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4/5/21
DATE

PAY TO THE ORDER OF Oscar de la Torre $ 10,000

Ten Thousand 00 DOLLARS

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FOR consulting

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HOLISTIC STRATEGIES COACHING & CONSULTING LLC
2039 1/2 STEWART ST
SANTA MONICA, CA 90404

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DATE

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Ten thousand 00/100 DOLLARS

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FOR consulting

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05/19/2021 - 17:28:19

HOLISTIC STRATEGIES COACHING & CONSULTING LLC
2039 1/2 STEWART ST
SANTA MONICA, CA 90404

1122

[redacted]

9/10/21
DATE

PAY TO THE ORDER OF Oscar de la Torre $ 10,000

Ten thousand 00/100 DOLLARS

[redacted]

FOR Consulting fee

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Exhibit 23

CALIFORNIA FORM **700**
FAIR POLITICAL PRACTICES COMMISSION
AMENDMENT

Please type or print in ink.

STATEMENT OF ECONOMIC INTERESTS

COVER PAGE

Date Initial Filing Received
Filing Official Use Only
Received by Santa Monica City Clerk
JUL 13 2021 PM 3:29

NAME OF FILER (LAST) DE LA TORRE, (FIRST) OSCAR (MIDDLE)

1. Office, Agency, or Court

Agency Name *(Do not use acronyms)* Santa Monica City Council

Division, Board, Department, District, if applicable — Your Position Councilmember

► If filing for multiple positions, list below or on an attachment. *(Do not use acronyms)*

Agency: _____ Position: _____

2. Jurisdiction of Office *(Check at least one box)*

- ☐ State
- ☐ Judge, Retired Judge, Pro Tem Judge, or Court Commissioner (Statewide Jurisdiction)
- ☐ Multi-County _____
- ☐ County of _____
- ☒ City of Santa Monica
- ☐ Other _____

3. Type of Statement *(Check at least one box)*

- ☐ **Annual:** The period covered is January 1, 2020, through December 31, 2020.
  -or-
  The period covered is ___/___/_____, through December 31, 2020.
- ☐ **Assuming Office:** Date assumed ___/___/_____
- ☐ **Leaving Office:** Date Left ___/___/_____ *(Check one circle.)*
  - ☐ The period covered is January 1, 2020, through the date of leaving office.
  - -or-
  - ☐ The period covered is ___/___/_____, through the date of leaving office.
- ☒ **Candidate:** Date of Election 11/3/20 and office sought, if different than Part 1: _____

4. Schedule Summary (must complete) ► *Total number of pages including this cover page:* _____

Schedules attached

- ☐ **Schedule A-1** - *Investments* – schedule attached
- ☒ **Schedule A-2** - *Investments* – schedule attached
- ☒ **Schedule B** - *Real Property* – schedule attached
- ☒ **Schedule C** - *Income, Loans, & Business Positions* – schedule attached
- ☐ **Schedule D** - *Income – Gifts* – schedule attached
- ☐ **Schedule E** - *Income – Gifts – Travel Payments* – schedule attached

-or-

- ☐ ***None*** - *No reportable interests on any schedule*

5. Verification

MAILING ADDRESS (Business or Agency Address Recommended - Public Document) STREET CITY STATE ZIP CODE

[redacted]

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information contained herein and in any attached schedules is true and complete. I acknowledge this is a public document.

I certify under penalty of perjury under the laws of the State of California that th[redacted]

Date Signed 7/1/2021 (month, day, year) **Signature** [redacted]

Exhibit 0039

Print Clear

SCHEDULE A-1
Investments
Stocks, Bonds, and Other Interests
(Ownership Interest is Less Than 10%)

Investments must be itemized.

Do not attach brokerage or financial statements.

CALIFORNIA FORM 700
FAIR POLITICAL PRACTICES COMMISSION
AMENDMENT

▶ NAME OF BUSINESS ENTITY

GENERAL DESCRIPTION OF THIS BUSINESS

FAIR MARKET VALUE
☐ $2,000 - $10,000 ☐ $10,001 - $100,000
☐ $100,001 - $1,000,000 ☐ Over $1,000,000

NATURE OF INVESTMENT
☐ Stock ☐ Other ____________ (Describe)
☐ Partnership ☐ Income Received of $0 - $499
☐ Income Received of $500 or More *(Report on Schedule C)*

IF APPLICABLE, LIST DATE:
__/__/20__ ACQUIRED __/__/20__ DISPOSED

▶ NAME OF BUSINESS ENTITY

GENERAL DESCRIPTION OF THIS BUSINESS

FAIR MARKET VALUE
☐ $2,000 - $10,000 ☐ $10,001 - $100,000
☐ $100,001 - $1,000,000 ☐ Over $1,000,000

NATURE OF INVESTMENT
☐ Stock ☐ Other ____________ (Describe)
☐ Partnership ☐ Income Received of $0 - $499
☐ Income Received of $500 or More *(Report on Schedule C)*

IF APPLICABLE, LIST DATE:
__/__/20__ ACQUIRED __/__/20__ DISPOSED

▶ NAME OF BUSINESS ENTITY

GENERAL DESCRIPTION OF THIS BUSINESS

FAIR MARKET VALUE
☐ $2,000 - $10,000 ☐ $10,001 - $100,000
☐ $100,001 - $1,000,000 ☐ Over $1,000,000

NATURE OF INVESTMENT
☐ Stock ☐ Other ____________ (Describe)
☐ Partnership ☐ Income Received of $0 - $499
☐ Income Received of $500 or More *(Report on Schedule C)*

IF APPLICABLE, LIST DATE:
__/__/20__ ACQUIRED __/__/20__ DISPOSED

▶ NAME OF BUSINESS ENTITY

GENERAL DESCRIPTION OF THIS BUSINESS

FAIR MARKET VALUE
☐ $2,000 - $10,000 ☐ $10,001 - $100,000
☐ $100,001 - $1,000,000 ☐ Over $1,000,000

NATURE OF INVESTMENT
☐ Stock ☐ Other ____________ (Describe)
☐ Partnership ☐ Income Received of $0 - $499
☐ Income Received of $500 or More *(Report on Schedule C)*

IF APPLICABLE, LIST DATE:
__/__/20__ ACQUIRED __/__/20__ DISPOSED

▶ NAME OF BUSINESS ENTITY

GENERAL DESCRIPTION OF THIS BUSINESS

FAIR MARKET VALUE
☐ $2,000 - $10,000 ☐ $10,001 - $100,000
☐ $100,001 - $1,000,000 ☐ Over $1,000,000

NATURE OF INVESTMENT
☐ Stock ☐ Other ____________ (Describe)
☐ Partnership ☐ Income Received of $0 - $499
☐ Income Received of $500 or More *(Report on Schedule C)*

IF APPLICABLE, LIST DATE:
__/__/20__ ACQUIRED __/__/20__ DISPOSED

Filer's Verification

Print Name ____________

Office, Agency or Court ____________

Statement Type ☐ 2020/2021 Annual ☐ Assuming ☐ Leaving
☐ ____ (yr) Annual ☒ Candidate

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information contained herein and in any attached schedules is true and complete.

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

Date Signed ____________ *(month, day, year)*

Filer's Signature ____________

Comments: ____________

Print Clear

SCHEDULE A-2
Investments, Income, and Assets of Business Entities/Trusts
(Ownership Interest is 10% or Greater)

CALIFORNIA FORM **700**
FAIR POLITICAL PRACTICES COMMISSION
AMENDMENT

▶ 1. BUSINESS ENTITY OR TRUST

Name: Holistic Strategies
Address (Business Address Acceptable): 2039 1/2 Stewart St Santa Monica, CA. 90404

Check one
☐ Trust, *go to 2* ☒ Business Entity, *complete the box, then go to 2*

GENERAL DESCRIPTION OF THIS BUSINESS: Coaching & Consulting

FAIR MARKET VALUE
☐ $0 - $1,999
☐ $2,000 - $10,000
☒ $10,001 - $100,000
☐ $100,001 - $1,000,000
☐ Over $1,000,000

IF APPLICABLE, LIST DATE:
3/1/20 ACQUIRED ___/___/20 DISPOSED

NATURE OF INVESTMENT
☐ Partnership ☐ Sole Proprietorship ☐ Other: LLC owned by Spouse

YOUR BUSINESS POSITION: Consultant

▶ 2. IDENTIFY THE GROSS INCOME RECEIVED (INCLUDE YOUR PRO RATA SHARE OF THE GROSS INCOME TO THE ENTITY/TRUST)

☐ $0 - $499
☐ $500 - $1,000
☐ $1,001 - $10,000
☐ $10,001 - $100,000
☒ OVER $100,000

▶ 3. LIST THE NAME OF EACH REPORTABLE SINGLE SOURCE OF INCOME OF $10,000 OR MORE (Attach a separate sheet if necessary)

☐ None or ☒ Names listed below

Cal Racing Cares

▶ 4. INVESTMENTS AND INTERESTS IN REAL PROPERTY HELD OR LEASED BY THE BUSINESS ENTITY OR TRUST

Check one box:
☐ INVESTMENT ☐ REAL PROPERTY

Name of Business Entity, If Investment, or Assessor's Parcel Number or Street Address of Real Property

Description of Business Activity or City or Other Precise Location of Real Property

FAIR MARKET VALUE
☐ $2,000 - $10,000
☐ $10,001 - $100,000
☐ $100,001 - $1,000,000
☐ Over $1,000,000

IF APPLICABLE, LIST DATE:
___/___/20 ACQUIRED ___/___/20 DISPOSED

NATURE OF INTEREST
☐ Property Ownership/Deed of Trust ☐ Stock ☐ Partnership
☐ Leasehold ____ Yrs. remaining ☐ Other ____

☐ Check box if additional schedules reporting investments or real property are attached

Comments:

Filer's Verification

Print Name: Oscar de la Torre

Office, Agency or Court: City Council - City of Santa Monica

Statement Type ☐ 2020/2021 Annual ☐ ____ (yr) Annual ☐ Assuming ☐ Leaving ☒ Candidate

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information contained herein and in any attached schedules is true and complete.

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

Date Signed: 7/1/21 (month, day, year)

Filer's Signature: [signature]

Print Clear

SCHEDULE B
Interests in Real Property
(Including Rental Income)

CALIFORNIA FORM 700
FAIR POLITICAL PRACTICES COMMISSION
AMENDMENT

► ASSESSOR'S PARCEL NUMBER OR STREET ADDRESS
2037-2039 1/2 Stewart St.

CITY
Santa Monica

FAIR MARKET VALUE
- ☐ $2,000 - $10,000
- ☐ $10,001 - $100,000
- ☐ $100,001 - $1,000,000
- ☒ Over $1,000,000

IF APPLICABLE, LIST DATE:
1/14/20 ACQUIRED ___/___/20 DISPOSED

NATURE OF INTEREST
- ☒ Ownership/Deed of Trust
- ☐ Easement
- ☐ Leasehold ____ Yrs. remaining
- ☐ ____ Other

IF RENTAL PROPERTY, GROSS INCOME RECEIVED
- ☐ $0 - $499
- ☐ $500 - $1,000
- ☐ $1,001 - $10,000
- ☒ $10,001 - $100,000
- ☐ OVER $100,000

SOURCES OF RENTAL INCOME: If you own a 10% or greater interest, list the name of each tenant that is a single source of income of $10,000 or more.
- ☐ None
- Maria Gonzalez
- David Hernandez

► ASSESSOR'S PARCEL NUMBER OR STREET ADDRESS

CITY

FAIR MARKET VALUE
- ☐ $2,000 - $10,000
- ☐ $10,001 - $100,000
- ☐ $100,001 - $1,000,000
- ☐ Over $1,000,000

IF APPLICABLE, LIST DATE:
___/___/20 ACQUIRED ___/___/20 DISPOSED

NATURE OF INTEREST
- ☐ Ownership/Deed of Trust
- ☐ Easement
- ☐ Leasehold ____ Yrs. remaining
- ☐ ____ Other

IF RENTAL PROPERTY, GROSS INCOME RECEIVED
- ■ $0 - $499
- ☐ $500 - $1,000
- ☐ $1,001 - $10,000
- ☐ $10,001 - $100,000
- ☐ OVER $100,000

SOURCES OF RENTAL INCOME: If you own a 10% or greater interest, list the name of each tenant that is a single source of income of $10,000 or more.
- ☐ None

JUL 26 PM 3:

* You are not required to report loans from a commercial lending institution made in the lender's regular course of business on terms available to members of the public without regard to your official status. Personal loans and loans received not in a lender's regular course of business must be disclosed as follows:

NAME OF LENDER*
University Credit Union

ADDRESS (Business Address Acceptable)
1500 S. Sepulveda Blvd.
Los Angeles, CA. 90025

BUSINESS ACTIVITY, IF ANY, OF LENDER
Bank

INTEREST RATE
3.500% ☐ None

TERM (Months/Years)
30 years

HIGHEST BALANCE DURING REPORTING PERIOD
- ☐ $500 - $1,000
- ☐ $1,001 - $10,000
- ☐ $10,001 - $100,000
- ☒ OVER $100,000

☐ Guarantor, if applicable

Filer's Verification

Print Name Oscar de la Torre

Office, Agency or Court City Council-Santa Monica

Statement Type ☐ 2020/2021 Annual ☐ Assuming ☐ Leaving ☐ ____ (yr) Annual ☒ Candidate

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information contained herein and in any attached schedules is true and complete.

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

Date Signed 7/1/21 (month, day, year)

Filer's Signature

Comments:

Print Clear

SCHEDULE C
Income, Loans, & Business Positions
(Other than Gifts and Travel Payments)

CALIFORNIA FORM 700
FAIR POLITICAL PRACTICES COMMISSION
AMENDMENT

▶ 1. INCOME RECEIVED

NAME OF SOURCE OF INCOME
Pico Youth & Family Center

ADDRESS (Business Address Acceptable)
715 Pico Blvd Santa Monica, CA. 90405

BUSINESS ACTIVITY, IF ANY, OF SOURCE
Non-Profit

YOUR BUSINESS POSITION
Founder

GROSS INCOME RECEIVED
- ☐ No Income - Business Position Only
- ☐ $500 - $1,000
- ☐ $1,001 - $10,000
- ☒ $10,001 - $100,000
- ☐ OVER $100,000

CONSIDERATION FOR WHICH INCOME WAS RECEIVED
- ☒ Salary
- ☐ Spouse's or registered domestic partner's income (For self-employed use Schedule A-2.)
- ☐ Partnership (Less than 10% ownership. For 10% or greater use Schedule A-2.)
- ☐ Sale of _____ (Real property, car, boat, etc.)
- ☐ Loan repayment
- ☐ Commission or ☐ Rental Income, *list each source of $10,000 or more*
  _____ (Describe)
- ☐ Other _____ (Describe)

▶ 1. INCOME RECEIVED

NAME OF SOURCE OF INCOME
Holistic strategies

ADDRESS (Business Address Acceptable)
2039 1/2 Stewart St. Santa Monica CA. 90404

BUSINESS ACTIVITY, IF ANY, OF SOURCE
Coaching & Consulting

YOUR BUSINESS POSITION
Consultant

GROSS INCOME RECEIVED
- ☐ No Income - Business Position Only
- ☐ $500 - $1,000
- ☐ $1,001 - $10,000
- ☐ $10,001 - $100,000
- ☒ OVER $100,000

CONSIDERATION FOR WHICH INCOME WAS RECEIVED
- ☒ Salary
- ☐ Spouse's or registered domestic partner's income (For self-employed use Schedule A-2.)
- ☐ Partnership (Less than 10% ownership. For 10% or greater use Schedule A-2.)
- ☐ Sale of _____ (Real property, car, boat, etc.)
- ☐ Loan repayment
- ☐ Commission or ☐ Rental Income, *list each source of $10,000 or more*
  _____ (Describe)
- ☐ Other _____ (Describe)

Comments: _____

▶ 2. LOANS RECEIVED OR OUTSTANDING DURING THE REPORTING PERIOD

* You are not required to report loans from a commercial lending institution, or any indebtedness created as part of a retail installment or credit card transaction, made in the lender's regular course of business on terms available to members of the public without regard to your official status. Personal loans and loans received not in a lender's regular course of business must be disclosed as follows:

NAME OF LENDER*
_____

ADDRESS (Business Address Acceptable)
_____

BUSINESS ACTIVITY, IF ANY, OF LENDER
_____

HIGHEST BALANCE DURING REPORTING PERIOD
- ☐ $500 - $1,000
- ☐ $1,001 - $10,000
- ☐ $10,001 - $100,000
- ☐ OVER $100,000

INTEREST RATE
_____ % ☐ None

TERM (Months/Years)
_____

SECURITY FOR LOAN
- ☐ None ☐ Personal residence
- ☐ Real Property _____ Street address
  _____ City
- ☐ Guarantor _____
- ☐ Other _____ (Describe)

Filer's Verification

Print Name Oscar de la Torre **Office, Agency or Court** City Council, Santa Monica

Statement Type ☐ 2020/2021 Annual ☐ _____ (yr) Annual ☐ Assuming ☐ Leaving ☒ Candidate

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information contained herein and in any attached schedules is true and complete.

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

Date Signed 7/1/21 (month, day, year) **Filer's Signature** _____

SCHEDULE D
Income – Gifts

CALIFORNIA FORM 700
FAIR POLITICAL PRACTICES COMMISSION
AMENDMENT

▶ NAME OF SOURCE *(Not an Acronym)*

ADDRESS *(Business Address Acceptable)*

BUSINESS ACTIVITY, IF ANY, OF SOURCE

DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)
__/__/__	$	
__/__/__	$	
__/__/__	$	

▶ NAME OF SOURCE *(Not an Acronym)*

ADDRESS *(Business Address Acceptable)*

BUSINESS ACTIVITY, IF ANY, OF SOURCE

DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)
__/__/__	$	
__/__/__	$	
__/__/__	$	

▶ NAME OF SOURCE *(Not an Acronym)*

ADDRESS *(Business Address Acceptable)*

BUSINESS ACTIVITY, IF ANY, OF SOURCE

DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)
__/__/__	$	
__/__/__	$	
__/__/__	$	

▶ NAME OF SOURCE *(Not an Acronym)*

ADDRESS *(Business Address Acceptable)*

BUSINESS ACTIVITY, IF ANY, OF SOURCE

DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)
__/__/__	$	
__/__/__	$	
__/__/__	$	

▶ NAME OF SOURCE *(Not an Acronym)*

ADDRESS *(Business Address Acceptable)*

BUSINESS ACTIVITY, IF ANY, OF SOURCE

DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)
__/__/__	$	
__/__/__	$	
__/__/__	$	

Filer's Verification

Print Name ________________

Office, Agency or Court ________________

Statement Type ☐ 2020/2021 Annual ☐ Assuming ☐ Leaving
☐ ____ *(yr)* Annual ☐ Candidate

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information contained herein and in any attached schedules is true and complete.

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

Date Signed ________________ *(month, day, year)*

Filer's Signature ________________

Comments: ________________

Print Clear

CALIFORNIA FORM **700**
FAIR POLITICAL PRACTICES COMMISSION
AMENDMENT

SCHEDULE E
Income – Gifts
Travel Payments, Advances, and Reimbursements

- **Mark either the gift or income box.**
- **Mark the "501(c)(3)" box for a travel payment received from a nonprofit 501(c)(3) organization or the "Speech" box if you made a speech or participated in a panel. Per Government Code Section 89506, these payments may not be subject to the gift limit. However, they may result in a disqualifying conflict of interest.**
- **For gifts of travel, provide the travel destination.**

▶ NAME OF SOURCE *(Not an Acronym)* ______________________

ADDRESS *(Business Address Acceptable)* ______________________

CITY AND STATE ______________________

☐ 501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE ______________________

DATE(S): ___/___/___ - ___/___/___ *(If gift)* AMT: $________

▶ MUST CHECK ONE: ☐ Gift -or- ☐ Income

☐ Made a Speech/Participated in a Panel

☐ Other - Provide Description ______________________

▶ If Gift, Provide Travel Destination ______________________

▶ NAME OF SOURCE *(Not an Acronym)* ______________________

ADDRESS *(Business Address Acceptable)* ______________________

CITY AND STATE ______________________

☐ 501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE ______________________

DATE(S): ___/___/___ - ___/___/___ *(If gift)* AMT: $________

▶ MUST CHECK ONE: ☐ Gift -or- ☐ Income

☐ Made a Speech/Participated in a Panel

☐ Other - Provide Description ______________________

▶ If Gift, Provide Travel Destination ______________________

▶ NAME OF SOURCE *(Not an Acronym)* ______________________

ADDRESS *(Business Address Acceptable)* ______________________

CITY AND STATE ______________________

☐ 501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE ______________________

DATE(S): ___/___/___ - ___/___/___ *(If gift)* AMT: $________

▶ MUST CHECK ONE: ☐ Gift -or- ☐ Income

☐ Made a Speech/Participated in a Panel

☐ Other - Provide Description ______________________

▶ If Gift, Provide Travel Destination ______________________

Filer's Verification

Print Name ______________________

Office, Agency or Court ______________________

Statement Type ☐ 2020/2021 Annual ☐ Assuming ☐ Leaving
☐ ____ *(yr)* Annual ☐ Candidate

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information contained herein and in any attached schedules is true and complete.

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

Date Signed ______________________ *(month, day, year)*

Filer's Signature ______________________

Comments: ______________________

Print Clear

Exhibit 24

[redacted]

Demand Statement for Account [redacted]

Account	[redacted]
Starting Date	04/09/2019
Selected History	Credits

Oscar Delatorre
2039 1/2 Stewart Street
Santa Monica CA 90404-5110

Share 9: University Checking

Posted	As Of	Description	Draft	Amount
04/09/19		Deposit Deposit		10,000.00

Exhibit
0041

Exhibit 25

Wilfredo Alberto Trivino-Perez (SBN 219345)
wtpesq@gmail.com
TRIVIÑO-PEREZ & ASSOCIATES
10940 Wilshire Blvd., 16th Floor
Los Angeles, CA 90024
Phone: (310) 443-4251
Fax: (310) 443-4252

Attorneys for Plaintiffs Oscar De La Torre and Elias Serna

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

OSCAR DE LA TORRE and ELIAS SERNA

Plaintiffs,

v.

CITY OF SANTA MONICA and DOES 1 through 10, inclusive

Defendants.

Case No.: 21STCV08597

DECLARATION OF OSCAR DE LA TORRE IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT

Dept. 15

[Hon. Richard Fruin]

Exhibit
0042

I, Oscar de la Torre, declare as follows:

1. I am a plaintiff in the above-captioned case. I am over the age of 18 and have personal knowledge of the facts contained in this declaration. If called as a witness, I could and would competently testify as follows:

Advocacy for District-Based Elections

2. I have been involved in the Latino civil rights movement since I was a high school student attending Santa Monica High School. Particularly because of their tendency to disadvantage minority voters, at-large elections, like those employed by the City of Santa Monica to elect its city council, are despised within the Latino civil rights community. I first understood the need for district-based elections in Santa Monica when then City Council member Antonio "Tony" Vazquez publicly advocated for a change to the at-large election system in the early 1990's. Council member Vazquez was the first Latino elected to the Santa Monica City Council – indeed, the only Latino elected to the City Council until 2020 – and was a proponent of district-based elections. I understood back then that he took this position because he had seen the impact of the marginalization of the at-large election system and the social neglect that it produced in the Pico Neighborhood. Although Mr. Vazquez did not live in the Pico Neighborhood, he was the first Latino to ever campaign in the Pico Neighborhood and was fully aware of the concentrated poverty, racial segregation, environmental dumping and gang violence that plagued my generation.

3. Since moving back to Santa Monica, following my graduate studies in public administration at the University of Texas, I have also consistently worked to improve the Pico Neighborhood – the neighborhood of Santa Monica where I was raised and where Latino and African American residents are concentrated. For example, I founded the Pico Youth and Family Center to combat the endemic gang violence that plagued the Pico Neighborhood. I also have advocated for the residents of the Pico Neighborhood, for example, in my role, dating back to 2005, on the board of the Pico Neighborhood Association ("PNA"). The Pico Neighborhood is much less

wealthy than other parts of the city, and has long been the dumping ground for all the city's undesirable, and even toxic, elements. It is my belief, as it has been for many years and the Los Angeles Superior Court found in the Voting Rights Case, that the at-large system of election has resulted in a lack of representation on the City Council for the Pico Neighborhood, and, in turn, the City Council being unresponsive to the needs of Pico Neighborhood, and especially its minority residents. Accordingly, for several years I have vocally advocated for district-based elections in Santa Monica.

4. In 2015, my wife and I were determined to correct this historic wrong, by changing the system of Santa Monica's city council elections. We discussed the matter with the leadership of the PNA and others in Santa Monica, including Elias Serna. Everyone agreed; the discriminatory at-large election system had to go. We held a series of informational and advocacy events concerning Santa Monica's at-large election system, culminating in a rally at the Santa Monica City Hall. At that rally, PNA presented a formal written demand to the then-city-attorney, Marsha Moutrie, explaining that the at-large election system violated both the California Voting Rights Act ("CVRA") and the Equal Protection Clause of the California Constitution.

5. Ms. Moutrie promised to respond, but for several months PNA received no substantive response to its formal written demand. Unable to achieve any change through their political advocacy efforts, PNA and Maria Loya proceeded to litigation advocacy and filed a lawsuit against the City of Santa Monica, captioned *Pico Neighborhood Association, et al. v. City of Santa Monica*, Los Angeles Superior Court Case No. BC616804 ("the Voting Rights Case") in April 2016. Shortly after the Voting Rights Case was filed, five of the six other Santa Monica neighborhood organizations joined PNA in urging a change to the discriminatory at-large election system.

6. Particularly since 2015, the method of electing the Santa Monica City Council, and relatedly the Voting Rights Case, has been a matter of great public concern. It has garnered significant media attention both within and outside of Santa Monica.

The 2020 Election

7. Disturbed by the mismanagement of the City of Santa Monica, and the continued harm inflicted upon the Pico Neighborhood, I decided to enter the 2020 election for four city council seats. In order to compete with the incumbent councilmembers, and their vast financial resources, I formed a "slate" with three other candidates – Phil Brock, Christine Parra and Mario Fonda-Bonardi. All of us agreed that the at-large election system should be scrapped. As it was a significant issue in the 2020 campaign (and remains so today), we all expressed our support for adopting district-based elections and, relatedly, ending the expensive and misguided fight against the CVRA in the Voting Rights Case. All of the incumbent council members seeking re-election expressed their opposition to district elections. Attached hereto as **Exhibit A** is a true and correct copy of an online newspaper posting, showing the position of each candidate on the issue of district-based elections.

8. The result of the 2020 election was extraordinary. Christine Parra, Phil Brock and I prevailed, unseating three incumbent council members. In the previous twenty-five years, only two incumbents had lost their bids for re-election to the Santa Monica City Council. Attached hereto as **Exhibit B** is a true and correct copy of the election results for the 2020 election for Santa Monica City Council, retrieved from the Los Angeles County Registrar of Voters' website.

9. When Santa Monica voters elected me, they knew that I support district-based elections, and that I have been very critical of the City's insistence on spending tens of millions of dollars to fight against the voting rights of its citizens. The voters elected me to stop that waste and to implement district-based elections. I believe my consistent support for district-based elections is one of the reasons I was elected.

The FPPC Opinion, and Defendant's Exclusion of Me From Council Discussions, Meetings and Decisions

10. Upon my election to the Santa Monica City Council, George Cardona (who was then interim city attorney and is now no longer employed by the City of

Santa Monica) wrote to the Fair Political Practices Commission ("FPPC") seeking an opinion on whether I had a conflict of interest that would prevent me from participating in city council meetings, discussions and votes concerning the Voting Rights Case. Mr. Cardona was heavily involved in the defense of the Voting Rights Case, even before he became the interim city attorney. I asked to be involved in the drafting of any letter to the FPPC, and while Mr. Cardona initially agreed that we would draft that letter together, ultimately he did not allow me to participate in his drafting of the letter, which he sent on November 25, 2020. A true and correct copy of Mr. Cardona's November 25, 2020 letter is attached as **Exhibit C**.

11. But Mr. Cardona did not wait for the FPPC to respond. Instead, on January 22, 2021, without any advance notice to me, Mr. Cardona placed an item on the agenda for the January 26, 2021 city council meeting – just two business days later – for a council vote to exclude me from all discussions and decisions concerning the Voting Rights Case. A true and correct copy of that agenda is attached as **Exhibit D**. The first I heard that item was on the agenda was on Saturday January 23, 2021 when it was brought to my attention by a board member of PNA.

12. The item came on at the January 26, 2021 city council meeting. At that council meeting, some city council members expressed a desire to hear from the FPPC before deciding on any action, but, ultimately, they did not wait for guidance from the FPPC or any court. Rather, 4 of the 7 city councilmembers (including one councilmember who testified at trial for the defense in the Voting Rights Case, and is still participating in discussions and decisions concerning the Voting Rights Case) voted to declare that I have a conflict of interest and to exclude me from all discussions, meetings and decisions concerning the Voting Rights Case. A true and correct copy of the minutes of the January 26, 2021 council meeting is attached as **Exhibit E**.

13. On February 4, 2021, the FPPC responded to Mr. Cardona's letter. The FPPC laid out the relevant facts and law, and concluded that I do not have a conflict of interest that precludes me from participating in meetings, discussions or votes

concerning the Voting Rights Case. A true and correct copy of the FPPC's opinion letter is attached hereto as **Exhibit F**.

14. Upon receiving the FPPC opinion, I requested that I not be excluded from council meetings, but Mr. Cardona refused, and refused to even discuss the matter. In July 2021, I decided to nonetheless press the issue with my colleagues on the City Council. Under the Santa Monica City Council rules, any councilmember can place a "13 item" on the agenda of a city council meeting, so that's what I did. I placed a 13 item on the agenda for the July 22, 2021 agenda, seeking to un-exclude me from council meetings. However, when that item was to come up at the meeting, Mr. Cardona instead told the City Council that the item violated the City Council rules because it sought to reverse a previous vote within one year of that vote. By a 4 to 3 vote, the City Council refused to allow even consideration of the item. A true and correct copy of the minutes of the July 22, 2021 meeting are attached as **Exhibit G**.

My Position on District-Based Elections and the Voting Rights Case

15. I applaud Ms. Loya and the Pico Neighborhood Association for their decision to pursue the Voting Rights Case; I have supported that decision since they initiated the case in April 2016. They had no choice but to file that case, because the City of Santa Monica ignored their efforts to bring the City's election system into compliance with the law before they filed that case. Other Santa Monica city councilmembers expressed their opposing views at trial and in the press. For example, Gleam Davis and Terry O'Day (who was defeated in his 2020 bid for re-election) both testified at trial, and Gleam Davis and Ted Winterer (who was also defeated in his 2020 bid for re-election) released an op-ed in the Los Angeles Times just a few days before the trial began. In their testimony and op-ed, those councilmembers expressed their view that Santa Monica should keep it's at-large election system. I don't begrudge anyone, including my fellow councilmembers, the right to express their views, even when they are opposite to my own strongly held views and beliefs. I wish they would treat me the same.

16. I support district-based elections, and, relatedly, the plaintiffs in the Voting Rights Case, not because I would gain some advantage (financial or otherwise) from that case and the district-based elections it seeks. Indeed, I would not gain any such advantage. Rather, I support them because district-based elections will ensure that every community in Santa Monica has fair representation on their city council for decades into the future.

17. Neither I, nor my wife, nor the PNA has any financial stake in the Voting Rights Case at all. No monetary relief, other than attorneys' fees and costs, is sought in the Voting Rights Case. Rather, as demonstrated by the Los Angeles Superior Court's Judgment in that case, the relief sought is a change in the election system – a change that will benefit all Santa Monica residents. The attorneys who have prosecuted the Voting Rights Case all agreed to do so *pro bono*, with the understanding that if they are successful they may be awarded attorneys' fees and costs by the Los Angeles Superior Court. My wife and I, and the Pico Neighborhood Association board, all understand that we cannot share in any of those attorneys' fees, because it would be illegal for the attorneys to share their fees with non-attorneys. The arrangement with the attorneys prosecuting the Voting Rights Case has always been that they will be entitled to any award of attorneys' fees and costs, and accordingly they will pay all costs associated with that case – nobody else (including Ms. Loya and the Pico Neighborhood Association) has any potential financial benefit or potential financial loss from the Voting Rights Case.

18. Nor do I (nor my wife, nor the PNA) have any personal interest in the Voting Rights Case different than Santa Monica voters generally. If the plaintiffs are successful in the Voting Rights Case, all Santa Monica voters (including me and my wife) will enjoy district-based representation on their city council, and an undiluted vote for who represents them. If the plaintiffs are unsuccessful in the Voting Rights Case, all Santa Monica voters (including me and my wife) will suffer under the at-large election system for years to come. Neither my wife, nor PNA, nor I will receive anything different than every other Santa Monica voter.

Closed Sessions and Confidentiality

19. I have served as a local elected official for nineteen (19) years – as a school board member from 2002 through 2020, and then as a city council member since 2020. In that time, I have attended hundreds of closed session meetings of those local governing boards, and I have never revealed confidential information from any of those closed sessions.

20. I understand that the Brown Act prohibits the disclosure of confidential information, and imposes serious consequences on any official who discloses confidential information from a closed session. I have received training regarding the Brown Act on several occasions in my role as a local elected official.

21. Regardless of the topic, I would never reveal confidential information from a closed session to anyone not authorized to receive that confidential information.

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

Executed this 5 day of January 2022, at Santa Monica, California.

Oscar de la Torre

Exhibit 26

(No Subject)

From: Kevin Shenkman (shenkman@sbcglobal.net)

To: odelatorre16@yahoo.com; mloyadlt@gmail.com

Date: Monday, April 26, 2021, 12:00 PM PDT

see attached draft outline.

I believe we discussed more of what oscar could say, but the attached outline should at least be a start.

sm dem club presentation outline.docx
16.7kB

Exhibit
0045

Oscar

- Pico Neighborhood
  - Has all the environmental burdens
    - Freeway, trash facility, hazardous waste storage, vehicle maintenance yard, park emitting methane,
      - Placed in the Pico Neighborhood at the direction, or with the agreement of the city council
  - Placed in the Pico Neighborhood because we had no representation – none from the Institution of the city council in 1946 all the way to 2010
- Address current composition of council – 2 Latinos and 2 (or 3) Pico Neighborhood residents
  - Sliver in time vs. guarantee that Latinos and Pico Neighborhood have representation in the future
    - Prior to 2020, only one Latino elected (out of 71 council members) and only one Pico Neighborhood resident elected
  - The two Latinos on the council favor district elections because we understand this.
- District elections solve this problem
  - At-large elections drown out minority voices.
  - CVRA purpose to protect minority voting rights
    - Enacted with unanimous Democratic support over the obstruction of Republicans who just 8 years earlier campaigned for Prop 187
- Discussing this now because of the court case pending before the California Supreme Court
  - Should have been discussed 5 or 6 years ago
  - Superior Court has ordered SM to hold district elections, Court of Appeal reversed, but then the California Supreme Court took the case and de-published the Court of Appeal's decision.
  - The clock is ticking. The California Supreme Court is going to tell SM that it has to have district based elections. If SM wants a slightly different system, or any change in the map, that needs to be negotiated before the California Supreme Court decides the case; after the case is decided, there will be no reason for the plaintiffs to negotiate anything.

Maria

- 2004 election
  - Won every precinct in the Pico Neighborhood – beat even Shriver who beat every other candidate in every other neighborhood.
  - Received votes from essentially 100% of Latino voters, according to statistical analysis
  - Lost at-large – came in 7th
  - Latinos didn't get their preferred representative; Pico Neighborhood continued with no representation
- Support from every respectable civil rights group and Democratic elected officials, many of whom wrote to the California Supreme Court urging that court to rule in favor of the plaintiffs and confirm that Santa Monica's at-large elections violate the California Voting Rights Act
  - US Sen. Alex Padilla

- A coalition of 2002 California Legislators who enacted the CVRA – including Congressmembers Judy Chu, Tony Cardenas and Lou Correa
- The Latino, African American and Asian American Legislative Caucuses (49 Current Legislators)
- League of United Latin American Citizens (LULAC)
- Southwest Voter Registration and Education Project (SVREP)
- Mexican American Legal Defense and Educational Fund (MALDEF)
- National Association of Latino Elected Officials (NALEO)
- Southern Christian Leadership Conference of Southern California (SCLC)
- Latino Caucus of the California Association of Counties
- California Latino School Board Association (CLSBA)
- California Association of Black School Educators (CABSE)
- Asian Americans Advancing Justice
- Asian Law Caucus
- Asian Law Alliance
- Asian Pacific Environmental Network
- Khmer Girls in Action
- Lawyers Committee for Civil Rights
- FairVote
- Dolores Huerta Foundation

Kevin

- Two issues with the flier from the SM Dem Club announcing this discussion
  - SM Dem Club has not taken a position
    - But LACDP and CDP have
      - Be it further resolved, that the Los Angeles County Democratic Party support all efforts to uphold the principles of the California Voting Rights Act and to replace at-large voting system in local election jurisdictions with district-based voting system to afford all voters the opportunity the elect representatives of their choice.
  - Asserts that election system change can only occur through an amendment to the city charter, which requires a vote of the electorate
    - Not true. I'm sure whoever wrote that in the flyer believed that to be true, but it's not
      - Can be changed by the court, and we know what that will look like
      - Can be changed through a simple ordinance.
        - In 2016, the Legislature amended Government Code 34886 to allow city councils to convert to either all-districts or all-districts-except-an-at-large-mayor
          - City of Carson example

Oscar

- Ask that SM Dem Club follow the lead of LACDP and CDP by endorsing district elections

lacdp cdp resolutions

From: Kevin Shenkman (shenkman@sbcglobal.net)

To: mloyadlt@gmail.com; odelatorre16@yahoo.com

Date: Friday, April 23, 2021, 07:28 PM PDT

The links below don't work anymore, but I found this email sent to Sue back in 2017 that includes the language of the Dem party resolutions in support of district-based elections and the CVRA.

----- Forwarded Message -----
From: Kevin Shenkman <shenkman@sbcglobal.net>
To: "shimmelrich@wclp.org" <shimmelrich@wclp.org>
Cc: "odelatorre16@yahoo.com" <odelatorre16@yahoo.com>
Sent: Thursday, June 8, 2017, 10:43:41 AM PDT
Subject:

Ms. Himmelrich,

During your deposition, I believe you asked that we send you the Democratic Party Resolutions against at-large elections and in favor of district-based elections. Both were introduced by Eric Bauman, now the Chairman of the California Democratic Party. The link to the Los Angeles County Democratic Party Resolution is below, with the Resolution language (minus the whereas clauses) copied below as well:

http://www.lacdp.org/resolution-opposing-at-large-voting-system-and-supporting-district-based-voting-system-in-local-elections/

Therefore be it resolved, that the Los Angeles County Democratic Party support all efforts to protect minority voting rights and uphold the principles of equal representation in the City of Palmdale and throughout California; and

Be it further resolved, that the Los Angeles County Democratic Party support all efforts to uphold the principles of the California Voting Rights Act and to replace at-large voting system in local election jurisdictions with district-based voting system to afford all voters the opportunity the elect representatives of their choice.

A nearly identical Resolution was likewise adopted by the California Democratic Party (link below):

http://www.cadem.org/our-california/resolutions/2013/resolution-opposing-at-large-voting-systems-in-local-elections

I would appreciate the opportunity to discuss this matter with you, in a setting that is more conducive to an open dialogue than a deposition. We are legally permitted to discuss the matter with you regardless of pending litigation, as Cal. R. Prof. Cond. 2-100 specifically excludes communications with members of a governing board of a public entity from those prohibited with a represented party - "This rule shall not prohibit: Communications with a public officer, board, committee, or body." Rule 2-100(C)(1). Please let me know when you are available to discuss.

Thank you.

-Kevin Shenkman
310-457-0970

Exhibit 27

ABOUT US

Holistic Strategies Consulting Services LLC is a coaching and consulting firm that is comprehensive in nature and expansive.

We employ a holistic approach in our consulting services that includes strategic planning, media relations, government affairs, capacity building and leadership development skills to take your campaign organization/business to the next level.

Through coaching, we go beyond simple motivation or action-item accountability to assist clients to look within, find the answers and expand your vision to craft a plan that is aligned with your values.

Holistic Strategies will help your organization advance innovative campaigns, provide issue specific solutions and share winning strategies.

Our Team

MARIA LOYA | EMAIL MARIA MARIA@HOLISTICSTRATEGIES.NET

Maria Loya has 25 years of experience in public policy development & advocacy, non-profit management, community organizing & leadership on a range of issues including: racial justice, immigrant rights, environmental justice, land-use, workers and women's rights. She is a certified professional coach with Coaching for Transformation's Leadership that Works certification program. She is also a certified energy healer with Reconnective Healing.

Her coaching and community organizing experience has assisted many social and economic justice groups in achieving transformative justice work. Her holistic coaching approach is designed to assist people in tapping into their higher self to create pivotal change and self actualization.

As an Organizer and Light Worker Maria has dedicated her life to social justice which is an extension of her soul's mission and purpose to spread light and love. She is the Founder and CEO of Holistic Strategies Coaching and Consulting firm. By combining modern techniques with a traditional healing approach, she guides clients to deeper inquiries, support them in acute and fierce conceptualization, and assist them through perceived obstacles and limitations towards proficiency and fulfillment of identified goals and beyond.

OSCAR DE LA TORRE | EMAIL OSCAR OSCAR@HOLISTICSTRATEGIES.NET

Oscar is the Founder and Executive Director of the Pico Youth & Family Center (PYFC) in Santa Monica. Through Oscar's leadership and PYFC's dual approach of direct services and advocacy, youth of color in Santa Monica have experienced the greatest level of civic engagement in the City's recent history. Successful youth-led campaigns have expanded green space and enhanced environmental protections and increased public investment in social services. Oscar has been a leader in youth violence prevention policies in Santa Monica. A former Counselor at Santa Monica High School and Youth Center Director, Oscar has more than 20 years experience supporting youth towards positive transformation.

In November, 2002 Mr. de la Torre was elected as the youngest member to serve on the Santa Monica Malibu Unified School District (SMMUSD) Board of Education. He was re-elected in 2018. Oscar has more than 25 years experience in political advocacy, media relations and government affairs. In 2018, Mr. de la Torre was elected President of the CA. Latino School Board Association (CLSBA), focusing his leadership on initiatives to strengthen public education throughout the State of California.

Contact us today to schedule an exploratory coaching or consulting session at no charge for you or your organization

CONTACT US

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