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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 COUNTY OF SAN BERNARDINO

12 **Leane Lee,**

13 Petitioner;

14 vs.

15 **Town of Apple Valley,**  
16 a Municipal Corporation, and  
17 DOES 1 through 25, inclusive,

18 Respondents.

Case No. CIVDS 1507221

Assigned for all purposes to:  
Hon. David Cohn  
Dept. S37

**Verified First Amended  
Petition for Writ of Mandate;  
Complaint for Declaratory Relief  
(Public Records Act)**

Action Filed: May 20, 2015

19  
20 Petitioner Leane Lee alleges:

21 **INTRODUCTION**

- 22 1. This action arises under the California Public Records Act (“CPRA”).  
23 2. The action is necessary because Petitioner has requested public records from  
24 Respondents, but Respondents have failed to fulfill their constitutional and  
25 statutory obligation to disclose the public records Petitioner requested.  
26 3. With this action, Petitioner seeks to compel Respondents to disclose the public  
27 records she requested.  
28

1 **PARTIES**

- 2 4. Petitioner Leane Lee is an individual residing in the Town of Apple Valley,  
3 County of San Bernardino, California. She brings this action to enforce her  
4 right to receive public records under the CPRA.
- 5 5. Respondent Town of Apple Valley is a municipal corporation and is a local  
6 agency as defined by the CPRA.
- 7 6. The true names of Respondents DOES 1 through 25, inclusive are unknown to  
8 Petitioner who therefore brings this Petition against DOES 1 through 25,  
9 inclusive by such fictitious names and will seek leave of this Petition to show  
10 their true names, identities, and capacities when they have been determined.
- 11 7. Each Respondent, including the DOE Respondents, are each other's agents  
12 and were, at all relevant times, acting as each other's agents.

13 **JURISDICTION AND VENUE**

- 14 8. The CPRA allows any person to institute proceedings for injunctive or  
15 declaratory relief or writ of mandate to enforce his or her right to receive  
16 public records.
- 17 9. Petitioner is a natural person and is suing to enforce her right to receive public  
18 records. Petitioner has standing to bring this action.
- 19 10. The San Bernardino County Superior Court is the proper venue because the  
20 acts complained of, which are the subject of this Petition, have all occurred or  
21 will all occur in the County of San Bernardino, State of California. The relief  
22 sought in this Petition is within the jurisdiction of this Court.
- 23 11. This Petition for Writ of Mandate arises from actions in the Town of Apple  
24 Valley and is properly filed in the Civil Division of the San Bernardino  
25 District.
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**FACTS COMMON TO ALL CAUSES OF ACTION**

**Applicable CPRA Provisions**

12. In enacting the California Public Records Act (“CPRA”), the Legislature declared: “access to information concerning the conduct of the people’s business is a fundamental and necessary right of every person in this state.” Gov. Code § 6250.
13. Local agencies have a constitutional mandate to comply with the CPRA. Cal. Const. Art. I, Sec. 3, subd. (b)(7).
14. The CPRA requires a local agency’s response to a request for public records within ten days to inform the requestor whether the agency possesses disclosable records responsive to the request. Gov. Code § 6253, subd. (c).
15. The CPRA permits a local agency to claim one 14-day extension when one of four specified “unusual circumstances” exist. Gov. Code § 6253, subds. (c)(1)-(4).
16. One of the four “unusual circumstances” is the need to search for, collect, and examine voluminous amounts of separate and distinct records. Gov. Code § 6253, subd. (c)(1).
17. When a local agency withholds public records, it must state in writing a justification for withholding the information (Gov. Code § 6255) and must provide the name and title of each person responsible for the denial (Gov. Code § 6253, subd. (d)).
18. When being applied to grant access to information, the CPRA must be interpreted broadly; when being applied to deny access to information, the CPRA must be interpreted narrowly. Cal. Const. Art. I, Sec. 3, subd. (b)(2).

**Petitioner’s CPRA Request**

19. On April 13, 2015, Petitioner requested public records from Respondent. A true and correct copy of Petitioner’s CPRA request is attached and incorporated into this Petition as Exhibit A.

- 1 20. Petitioner requested the following categories of records:  
2 A. Backup and supporting records for three specific checks Respondent  
3 issued to Hayward Consulting Group, BB&K, and Daily Press;  
4 B. The budget Respondent adopted for the 2008-2009 fiscal year;  
5 C. Respondent's contract with True North Research and related invoices and  
6 payments for a specifically identified phone survey; and  
7 D. Respondent's contract with 20/20 Network dated February 24, 2015 as  
8 well as related invoices and payments.

9 **Respondent's First Response to the CPRA Request**

- 10 21. On April 23, 2015, Respondent sent Petitioner a written acknowledgment of  
11 the April 13 request. A true and correct copy of Respondent's April 23 letter is  
12 attached and incorporated into this Petition as Exhibit B.  
13 22. In the letter, Respondent asserted the request was for "voluminous records"  
14 creating an "unusual circumstance" necessitating a 14-day extension to the  
15 time allowed for Respondent's CPRA determination.  
16 23. Petitioner's request was for invoices and similar records related to specifically  
17 identified checks and contracts. Except for the 2008-2009 budget, all the  
18 records Petitioner requested were created within the most recent eight-month  
19 period.  
20 24. Petitioner did not request records from very broad or diverse categories of  
21 information requiring a review of voluminous separate and distinct records in  
22 order to locate those that were responsive. Instead, Petitioner identified the  
23 exact check numbers and contracts connected to the records at issue.  
24 25. Petitioner's request related to Respondent's financial information, records at  
25 the core of the CPRA and among those most frequently requested.  
26 26. There was nothing unusual about the request, and Petitioner was not asking  
27 Respondent to find the proverbial "needle in the haystack."  
28

1 27. Petitioner is informed and believes that Respondent asserted the extension,  
2 not because it needed more time, but because it intended to delay its response  
3 and obstruct Petitioner's access to the records she requested.

4 **Respondent's Second Response to the CPRA Request**

5 28. On May 11, 2015, Respondent sent Petitioner its second response to the CPRA  
6 request. Respondent described this letter as its "determination." A true and  
7 correct copy of this Letter is attached and incorporated into this Petition as  
8 Exhibit C.

9 29. In the letter, Respondent addressed each category of documents Petitioner  
10 requested.

11 30. For all but two of the categories, Respondent claimed it was providing "hard-  
12 copy documents" responsive to the request.

13 31. The two exceptions were the request for backup and supporting records  
14 related to a check for \$149,644.79 to BB&K and a request for records related to  
15 Respondent's contract with 20/20 Network.

16 32. Respondent asserted the information related to the BB&K check was exempt  
17 from disclosure under the attorney-client privilege Evidence Code CPRA  
18 exemption.

19 33. With respect to the request related to the 20/20 Network contract, Respondent  
20 asserted: "The Town does not have any hard-copy documents that respond to  
21 this item of your request."

22 34. While Respondent provided some records in response to Petitioner's other  
23 requests, the records provided did not fully respond to the requests.

24 **Circumstances Surrounding Petitioner's Request and Respondent's Response**

25 35. Petitioner is informed and believes Respondent's legal expenses have  
26 significantly exceeded the budgeted amount and Respondent is attempting to  
27 conceal the amount spent on legal services by transferring funds from one  
28 account to another in order to conceal the nature of the expenditures.

1 36. Petitioner is further informed and believes Respondent is attempting to  
2 conceal other, non-legal expenditures, by processing the contracts and  
3 payments through its legal representatives and describing the services as  
4 “legal” in an attempt to conceal its activities and expenditures under the guise  
5 of attorney-client privilege.

6 37. Through enforcement of this request, Petitioner is trying to determine the true  
7 nature of Respondent’s expenditures.

8 38. Through its denial of Petitioner’s request and withholding records,  
9 Respondent is attempting to further its objective of concealing this information  
10 from public review.

11 **Respondent’s Contract with 20/20 Network**

12 39. Respondent’s contact with 20/20 Network is representative of its attempts to  
13 conceal expenditures by funneling payments through its legal representatives.

14 40. Petitioner first learned of the 20/20 Network contract in a March 15, 2015  
15 Press Dispatch article, “Contract for PR services made a public record.” The  
16 contract calls for a \$7,500 monthly payment from Respondent to 20/20  
17 Network in exchange for public relations services and was secretly approved  
18 during a closed session Town Council meeting. A true and correct copy of the  
19 article is attached as Exhibit D.

20 41. Having learned in March that this contract existed, Petitioner requested a copy  
21 of the contract and related payments in her April 13 CPRA request.

22 Respondent’s May 11 response implied that the contract did not exist.

23 42. After initiating this action, Petitioner obtained a copy of the contract from the  
24 newspaper. A true and correct copy of the document Petitioner received from  
25 the newspaper is attached to this Petition as Exhibit E.

26 43. The parties to the contract appear to be 20/20 Network and BB&K; however,  
27 from the language of the contract, it’s clear that the purpose of the contract is  
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1 to provide public relations services to Respondent. BB&K isn't even obligated  
2 to pay 20/20 Network until it first receives payment from Respondent.

3 44. John Brown, Respondent's Town Attorney, signed the agreement on behalf of  
4 BB&K. John Brown is both Respondent's Town Attorney and a BB&K partner.  
5 He has dual roles. While the words on paper suggest he was acting as a BB&K  
6 partner when signing the agreement, the terms of the agreement and the  
7 contract's purpose both suggest he was signing the agreement on  
8 Respondent's behalf in his capacity as Respondent's Town Attorney.

9 45. Based on the purpose and terms of the contract, Petitioner is informed and  
10 believes that the purpose of having BB&K as a party to the agreement was to  
11 (A) avoid disclosure of payments from Respondent to 20/20 Network by  
12 entangling the payments with Respondent's payment to BB&K; and (B) to  
13 avoid disclosure of any documents related to the public relations agreement  
14 by wrapping them up with BB&K to support a false claim that the documents  
15 are protected by attorney-client privilege.

16 46. To this end, BB&K is no longer providing only legal services. Instead, this  
17 agreement shows that BB&K is also providing public relations services, which  
18 are unrelated to its role as Respondent's legal advisor.

19 **Documents Related to August 2014 True North Research Phone Survey**

20 47. In response to Petitioner's request for the contract, invoices, and payments  
21 associated with an August 2014 phone survey conducted by True North  
22 Research ("True North"), Respondent provided a contract with True North  
23 from 2011. A true and correct copy of the 2011 contract is attached as Exhibit F.

24 48. The 2011 contract describes the costs associated with a "RDD Survey" (Exh. F,  
25 p. 2).

26 49. Petitioner is informed and believes that a RDD Survey randomly samples the  
27 population at large in order to measure the opinions held by the entire  
28

1 community. This is consistent with a survey True North conducted for  
2 Respondent in 2011.

3 50. Petitioner is informed and believes the 2011 True North contract was related  
4 only to the 2011 survey True North conducted on Respondent's behalf.

5 51. The August 2014 survey was different. The 2014 survey was not designed to  
6 measure the opinion of the entire community. Instead, the 2014 survey  
7 regarding the water company was intended to measure the opinion of Apple  
8 Valley's registered voters and did not use the RDD methodology.

9 52. The research report prepared by True North for the 2014 survey states the  
10 report was prepared both for Respondent and Best Best & Kreiger, LLP  
11 ("BB&K"). A true and correct copy of this report is attached as Exhibit G.

12 53. In the report, True North Research thanked both BB&K and Respondent "for  
13 the opportunity to conduct the study" (Exh. G, p. 8) and stated it worked  
14 closely with BB&K to develop the questions for the voter opinion survey (Exh.  
15 G, p. 30).

16 54. Considering this, it is possible BB&K is a party to the agreement with True  
17 North and payments from Respondent to True North were funneled through  
18 BB&K.

19 55. The purpose of the 2014 phone survey was to determine whether the elected  
20 Town Council would suffer any Election Day consequences or other political  
21 fall-out if they moved forward with plans to take over the private water  
22 company that services the Town.

23 56. Petitioner is informed and believes that if BB&K was a party to the agreement  
24 with True North and/or made payments to True North on Respondent's  
25 behalf, that the purpose for BB&K's involvement was to avoid public  
26 disclosure of the contact and related payments under the guise of attorney-  
27 client privilege.

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1 57. Helping the elected Town Council determine whether this action would hurt  
2 their chances for reelection cannot be considered legal services by any stretch  
3 of the imagination.

4 58. Regardless of whether BB&K stepped into Respondent's shoes and was a  
5 party to the agreement with True North, Respondent possesses records  
6 responsive to Petitioner's request.

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8 **FIRST CAUSE OF ACTION**  
(Declaratory Relief)

9 59. Petitioner incorporates by reference each prior allegation.

10 60. An actual controversy has arisen between the parties as to their rights and  
11 obligations under the CPRA.

12 61. The CPRA specifically authorizes a cause of action for declaratory relief.

13 62. The actual controversy between the parties includes a dispute as to whether  
14 Respondent should have made its determination as to Petitioner's request  
15 within 10 days or whether it was justified in asserting a 14-day extension.

16 63. For reasons fully set forth in prior allegations, Petitioner requests a declaratory  
17 judgment that

18 A. Respondent violated Gov. Code § 6253, subdivision (c) when it failed to  
19 make a determination as to Petitioner's CPRA request within ten days;  
20 and

21 B. Respondent's assertion of a 14-day extension to make its determination  
22 was not justified because Petitioner's CPRA request did not trigger any of  
23 the "unusual circumstances" necessary to justify a delayed response.

24  
25 **SECOND CAUSE OF ACTION**  
(Declaratory Relief & Writ of Mandate)

26 64. Petitioner incorporates by reference each prior allegation.

27 65. One of the specific checks at issue in Petitioner's request was a check to BB&K  
28 for \$149,644.79 dated February 9, 2015. The check number is 110498.

- 1 66. Respondent's determination as to this request was "The requested records are  
2 exempt from disclosure under the California Public Records Act and are  
3 protected by the attorney / client privilege rule."
- 4 67. Even though the CPRA expressly requires that local agencies justify any denial  
5 of access to public records, Respondent did nothing more than state that the  
6 records were exempt.
- 7 68. Since the request was for financial records related to legal bills, a justification  
8 should have, at minimum, described why the billing records were confidential  
9 communications between Respondent and its attorney.
- 10 69. With such a broad denial, it's not clear whether Respondent is improperly  
11 asserting this exemption to all attorney records or has properly limited the  
12 exemption only to those attorney records containing confidential client  
13 communications.
- 14 70. Furthermore, Respondent's response did not include the name and job title of  
15 the person(s) responsible for the denial.
- 16 71. While Debra L. Thomas, Deputy Town Clerk, signed the letter denying  
17 Petitioner's request for the records, the letter does not state she is the one  
18 responsible for denying Petitioner's request.
- 19 72. Petitioner is informed and believes that Ms. Thomas does not have the  
20 authority to approve or deny CPRA requests. Ms. Thomas' role is to  
21 communicate to requestors decisions that someone else makes.
- 22 73. Ms. Thomas' letter was copied to Marc Puckett, Assistant Town Manager; John  
23 Brown, Town Attorney; and La Vonda M-Pearson, Town Clerk. Petitioner is  
24 informed and believes that at least one of these individuals was responsible  
25 for denying Petitioner's access to public records. Under the express terms of  
26 the CPRA, Petitioner is entitled to know which of these individuals denied her  
27 request.
- 28

1 74. To resolve the actual controversy that has arisen as to Respondent's manner of  
2 denying Petitioner's request, Petitioner requests a declaratory judgment that  
3 Respondent violated the CPRA by failing to justify withholding the records  
4 and not providing the name and job title of the person(s) responsible for the  
5 denial.

6 75. Petitioner also requests a writ of mandate to compel disclosure of the  
7 person(s) responsible for the denial.

8  
9 **THIRD CAUSE OF ACTION**  
(Declaratory Relief & Writ of Mandate)

10 76. Petitioner incorporates by reference each prior allegation.

11 77. After asserting the attorney-client exemption with respect to the BB&K  
12 records, Respondent failed to provide any records whatsoever.

13 78. The CPRA does not permit local agencies to categorically deny requests for  
14 public records on the sole basis that the records contain exempt information.

15 79. When exempt information can be redacted, redacted records must be  
16 disclosed.

17 80. Petitioner is informed and believes that even if the BB&K records contain  
18 some exempt information, not all of the information is exempt.

19 81. Since the records in question related primarily to financial dealings between  
20 Respondent and BB&K, it's likely that none of the requested information is  
21 exempt because the attorney-client privilege only applies to confidential  
22 communications related to legal services.

23 82. Financial dealings with public agencies are not confidential communications.

24 83. The services BB&K provides to Respondent are not limited to legal services.  
25 The agreement between Respondent and/or BB&K and 20/20 Network is just  
26 one example. To the extent that BB&K has provided non-legal services, all of  
27 the records related to non-legal services are subject to disclosure under the  
28 CPRA.

1 84. If necessary, the court may review the records in-camera to determine the mix  
2 of exempt and non-exempt information.

3 85. To resolve the actual controversy that has arisen as to whether Petitioner was  
4 permitted to completely withhold all BB&K records, Petitioner requests a  
5 declaratory judgment that it was improper for Respondent to completely  
6 withhold all BB&K records.

7 86. Petitioner also requests a writ of mandate to compel disclosure of the non-  
8 exempt portions of the BB&K records.

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10 **FOURTH CAUSE OF ACTION**  
11 (Declaratory Relief)

12 87. Petitioner incorporates by reference each prior allegation.

13 88. Respondent did not provide Petitioner with a copy of the 20/20 Network  
14 contract because it did not have the contract in hard-copy format.

15 89. Petitioner is informed and believes that Respondent has the contract in a PDF  
16 or other electronic format.

17 90. Respondent failed to fulfill its obligations under the CPRA by failing to  
18 provide electronic records that were responsive to Petitioner's request.

19 91. Even if Petitioner's request could be interpreted so narrowly that it applied  
20 only to hard-copy documents, Respondent had a duty under the CPRA to  
21 assist Petitioner in locating records that would be responsive to the purpose of  
22 Petitioner's request.

23 92. The purpose of Petitioner's request – to obtain a copy of the contract – was  
24 self-evident from the language of Petitioner's request.

25 93. Respondent made no effort to assist Petitioner in locating documents that were  
26 responsive to the purpose of her request.

27 94. To resolve the actual controversy that has arisen as to whether Respondent  
28 fulfilled its duty to search electronic and non-electronic records and assist  
Petitioner in locating documents that would have been responsive to the

1 purpose of its request, Petitioner seeks a declaratory judgment that  
2 Respondent failed to adequately search its records for the 20/20 Network  
3 contract and failed to fulfill its duty to assist Petitioner in locating records  
4 responsive to her request.

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6 **FIFTH CAUSE OF ACTION**  
(Declaratory Relief)

- 7 95. Petitioner incorporates by reference each prior allegation.  
8 96. Since Petitioner ultimately received a copy of Respondent's contract with  
9 20/20 Network from the newspaper, a writ of mandate to compel disclosure of  
10 the contract is not necessary.  
11 97. However, there is an actual controversy as to whether Respondent should  
12 have provided this document in response to Petitioner's request.  
13 98. Petitioner requests a judgment for declaratory relief that Respondent should  
14 have provided Petitioner with a copy of the 20/20 Network contract.

15  
16 **SXITH CAUSE OF ACTION**  
(Declaratory Relief & Writ of Mandate)

- 17 99. Petitioner incorporates by reference each prior allegation.  
18 100. From the time Petitioner requested public records to the time of  
19 Respondent's response, Petitioner is informed and believes that Respondent  
20 would have received and paid at least two invoices for services 20/20  
21 Network provided.  
22 101. While it's likely that the invoices for these services were from BB&K with  
23 payment made to BB&K, the invoices and related payments were not related  
24 to legal services and must be disclosed under the CPRA regardless of whether  
25 the invoices for 20/20 Network's services were from BB&K, 20/20 Network,  
26 or both.  
27 102. To resolve the actual controversy that has arisen as to this cause of action,  
28 Petitioner requests a declaratory judgment that Respondent is required to

1 disclose any invoices and payments related to the services it received from  
2 20/20 Network.

3 103. Petitioner also requests a writ of mandate to compel disclosure of the  
4 20/20 Network invoices and payments.

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6 **SEVENTH CAUSE OF ACTION**  
(Declaratory Relief & Writ of Mandate)

7 104. Petitioner incorporates by reference each prior allegation.

8 105. Petitioner's request number 1.A included a request for Respondent's  
9 contracts, invoices, and prior expenditures related to Hayward Consulting  
10 Group.

11 106. Respondent did not provide a contract nor did it provide an invoice for  
12 Respondent's December 2014 payment to Hayward Consulting Group.

13 107. Petitioner is informed and believes Respondent possesses a contract with  
14 and a December 2014 invoice from Hayward Consulting Group.

15 108. Petitioner requests declaratory judgment that Respondent violated the  
16 CPRA and a writ of mandate to compel disclosure of these records.

17  
18 **EIGHTH CAUSE OF ACTION**  
(Declaratory Relief & Writ of Mandate)

19 109. Petitioner incorporates by reference each prior allegation.

20 110. Petitioner's request number 3 was a request for the contract with True  
21 North Research ("True North") along with invoices and payments related to a  
22 phone survey True North conducted for Respondent in August 2014.

23 111. The only document Respondent provided was a 2011 contract with True  
24 North. As fully set forth above, this document was not responsive to the  
25 request.

26 112. Petitioner is informed and believes Respondent possesses a separate  
27 contract for the 2014 phone survey.  
28

1 113. Petitioner is further informed and believes that Respondent paid True  
2 North, whether directly or through BB&K as its agent, for the phone survey  
3 and possesses records related to the payment(s).

4 114. While Respondent has not asserted that this information is exempt from  
5 disclosure, the possible inclusion of BB&K on the contract and related records  
6 does not trigger any CPRA exemptions because BB&K's involvement in the  
7 phone survey was not related to legal services.

8 115. Petitioner requests declaratory judgment that Respondent violated the  
9 CPRA and a writ of mandate to compel full disclosure of the records Petitioner  
10 requested.

11  
12 **NINTH CAUSE OF ACTION**  
13 (Writ of Mandate)

14 116. Petitioner incorporates by reference each prior allegation.

15 117. In its response to Petitioner's request related to 20/20 Network,  
16 Respondent disclaimed possession of responsive hard-copy records. Petitioner  
17 is informed and believes that Respondent possessed responsive electronic  
18 records related to the request.

19 118. In its response to every other request, Respondent provided hard-copy  
20 records, leaving open the possibility that there were also undisclosed  
21 electronic records.

22 119. Petitioner is informed and believes Respondent limited its search only to  
23 hard-copy documents and did not search for nor provide any electronic  
24 records it possesses.

25 120. Petitioner is informed and believes that Respondent possesses PDF and  
26 other electronic records responsive to Petitioner's other requests that were not  
27 disclosed because they are not "hard-copy" documents.

28 121. Petitioner requests a Writ of Mandate ordering Respondent to search for  
and disclose any electronic records responsive to Petitioner's requests.

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**PRAYER FOR RELIEF**

Wherefore, Petitioner prays that this court:

1. Enter judgment for declaratory relief that Respondent violated the California Public Records Act as fully set forth in each cause of action;
2. Issue a writ of mandate compelling Respondent to disclose all of the improperly withheld public records at issue in this Petition;
3. Award Petitioner’s attorneys’ fees and costs reasonably incurred in this action;  
and
4. For such other and further relief as the Court deems proper.

Dated: July 20, 2015

Respectfully submitted,  
LAW OFFICE OF CHAD D. MORGAN

By:

\_\_\_\_\_  
CHAD D. MORGAN  
Attorney for Petitioner  
Leane Lee



1 **VERIFICATION**

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3 I, Leane Lee, declare that I am the petitioner in the above-entitled action. I have read the  
4 foregoing VERIFIED FIRST AMENDED PETITION FOR WRIT OF MANDATE;  
5 COMPLAINT FOR DECLARATORY RELIEF and know the contents thereof to be true  
6 of my own knowledge, except as to those statements made upon information and belief,  
7 and as to those I believe them to be true.  
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9 I declare under penalty of perjury under the laws of the State of California that the  
10 foregoing is true and correct.  
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12 Executed on July 20, 2015 in Apple Valley CA.  
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15 Leane Lee  
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**TABLE OF EXHIBITS**

<b>Exhibit</b>	<b>Description</b>	<b>Reference</b>
A	Petitioner’s April 13, 2015 CPRA Request.	¶ 19
B	Respondent’s April 23, 2015 response to Petitioner’s request.	¶ 21
C	Respondent’s May 11, 2015 response to Petitioner’s request.	¶ 28
D	March 15, 2015 Press Dispatch article: “Contract for PR services made a public record.”	¶ 40
E	Contract for PR services between BB&K, 20/20 Network, and Respondent.	¶ 42
F	The 2011 contract with True North Research Respondent provided in response to Petitioner’s request for records related to 2014 phone survey.	¶ 47
G	Research report regarding 2014 phone survey conducted by True North Research.	¶ 52

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**SERVICE LIST**

**Richard T. Egger and  
Jessica K. Lomakin**

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Town of Apple Valley**

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