

BEFORE THE STATE PERSONNEL BOARD OF THE STATE OF CALIFORNIA

In the Matter of the Appeal by)	BOARD DECISION
)	
CALIFORNIA STATE ATTORNEYS,)	
ADMINISTRATIVE LAW JUDGES, and)	
HEARING OFFICERS in STATE EMPLOYMENT)	PSC NO. 22-01
)	
From the Executive Officer's decision dated)	
April 6, 2022, Approval of Contracts Between the)	August 11, 2022
Department of Fair Employment and Housing and)	
the law firms of Olivier Schrieber & Chao, LLP, and)	
Outten & Golden, LLP, for Legal Services)	
)	
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APPEARANCES: Nelson Chan, Assistant Chief Counsel, on behalf of the Department of Fair Employment and Housing; Patrick Whalen, General Counsel, on behalf of the California State Attorneys, Administrative Law Judges, and Hearing Officers in State Employment.

BEFORE: Kathy Baldree, President; Mona Pasquil Rogers, Vice President; Kimiko Burton, Shawnda Westly, and Dr. Gail Willis, Members.

DECISION

The California State Attorneys, Administrative Law Judges, and Hearing Officers in State Employment (CASE) has appealed from the State Personnel Board (SPB) Executive Officer's April 6, 2022, decision approving two contracts for legal services between the Department of Fair Employment and Housing (DFEH) and the law firms of Olivier Schrieber & Chao, LLP (Olivier Law Firm), and Outten & Golden, LLP (Outten Law Firm).¹ The five-member State Personnel Board (Board) finds that DFEH has adequately shown that the contracts are authorized under Government Code section 19130, subdivision (b).² The Board, therefore, sustains the Executive Officer's decision approving the contracts.

¹ Neither the Executive Officer nor the SPB's Chief Counsel's office participated in advising or assisting the Board in any manner with respect to the instant decision.
² Hereinafter, all statutory references are to the Government Code unless otherwise indicated.

BACKGROUND

The contract between DFEH and the Olivier Law Firm requires the Olivier Law Firm to provide legal services to DFEH in the case of *Department of Fair Employment and Housing v. Riot Games, Inc., et al.*, (Los Angeles County Superior Court Case No. 18STCV03957) (*Riot Games*). DFEH contends the contract is permissible under the provisions of Section 19130, subdivision (b)(7), because the Office of the Attorney General (OAG) cannot properly represent the DFEH's interests due to the OAG's representation of the California Department of Corrections and Rehabilitation (CDCR) in pending, unrelated litigation wherein DFEH filed actions against CDCR for alleged violations of California's Fair Employment and Housing Act (Section 12900, et seq.) (FEHA).

The contract between DFEH and the Outten Law Firm requires the Outten Law Firm to provide legal services to DFEH in a class action lawsuit against *Activision Blizzard, Inc.*, filed in both state and federal courts (Los Angeles County Superior Court Case No. 21STCV26571, and United States District Court, Central District of California, Case No. 2:21-CV-07682) (*Activision Blizzard*). DFEH contends the contract is permissible under the provisions of Section 19130, subdivision (b)(5) because the Equal Employment and Opportunity Commission (EEOC), which is a plaintiff in the *Activision Blizzard* litigation, threatened to seek to have DFEH attorneys disqualified from participating in the litigation if DFEH did not retain conflict counsel due to a purported conflict of interest arising from the fact that DFEH attorneys assigned to the *Activision Blizzard* case had previously worked for the EEOC while it was preparing to file its complaint against Activision Blizzard.

CASE has challenged both contracts, asserting that the contracted services can be provided adequately and competently by civil service attorneys employed by the OAG. CASE further contends that conflict counsel is not required in the *Activision Blizzard* case because DFEH concedes that no actual conflict of interest exists in that matter.

PROCEDURAL HISTORY

On July 8, 2021, DFEH notified CASE of its intent to retain the Olivier Law Firm to represent its interests in the *Riot Games* litigation pursuant to the provisions of Section 19130, subdivision (b)(7), due to a conflict of interest between DFEH and the OAG. On August 16, 2021, DFEH entered into the contract with the Olivier Law Firm.

On October 18, 2021, DFEH notified CASE of its intent to retain the Outten Law Firm to represent its interests in the *Activision Blizzard* litigation pursuant to the provisions of Section 19130, subdivision (b)(5), asserting that, “The DFEH needs to augment its in-house team with outside counsel with specialized knowledge and expertise in class action litigation, opposing reverse action settlement tactics, and state and federal procedure and anti-discrimination law.”

CASE and DFEH subsequently met and conferred regarding whether the contracts were permissible under Section 19130; unfortunately, the parties were unable to resolve their differences regarding either contract. By correspondence dated November 18, 2021, CASE asked SPB’s Executive Officer to review both contracts for compliance with Section 19130, subdivision (b). By correspondence dated January 21, 2022, DFEH submitted its response to CASE’s request. By correspondence dated January 26, 2022, CASE submitted its reply to DFEH’s response. The Executive Officer issued her decision approving both contracts on April 6, 2022.

By correspondence dated May 5, 2022, CASE filed an appeal to the Board from the Executive Officer's approval of the contracts. By correspondence dated June 17, 2022, DFEH filed its response to CASE's appeal. By correspondence dated June 24, 2022, CASE filed its reply. During its meeting of July 14, 2022, CASE and DFEH presented oral arguments to the Board concerning the contracts. The matter was thereafter taken under submission by the Board.

ISSUES

The following issues are before the Board for consideration:

- (1) Is the *Riot Games* contract for legal services authorized by Section 19130, subdivision (b)(7)?
- (2) Is the *Activision Blizzard* contract for legal services authorized by Section 19130, subdivision (b)(5)?

DISCUSSION

The California Supreme Court has acknowledged that Article VII of the California Constitution provides for an implied "civil service mandate" that requires work that has historically and customarily been adequately and competently performed by civil service employees to not be performed by private contractors. (*Professional Engineers in California Government v. Department of Transportation* (1997) 15 Cal.4th 543, 547.) This mandate "emanates from an implicit necessity for protecting the policy of the organic civil service mandate against dissolution and destruction." (*California State Employees Assn. v. Williams* (1970) 7 Cal.App.3d 390, 397.)

The implied civil service mandate is not, however, without exceptions. Instead, in Section 19130, the Legislature has set forth approximately 11 exceptions to the implied civil service mandate that permit state entities to enter into personal services contracts with outside organizations. Under Section 19130, subdivision (a), personal services

contracts are permissible to achieve cost savings if certain stringent criteria are satisfied. Section 19130, subdivision (b) also provides 10 non-cost-savings situations where personal services contracts are permissible. The provisions at issue in this matter are subdivisions (b)(5) and (7), as the personal services contracts were purportedly necessitated by actual or potential conflicts of interests affecting DFEH and OAG attorneys from representing DFEH's interest in the subject lawsuits.

The *Riot Games* Contract

DFEH asserts that the OAG provided written authorization for DFEH to enter into the contract with the Olivier Law Firm due to the conflict of interest that exists between the OAG and DFEH as a result of the OAG actively representing CDCR in litigation adverse to DFEH's interests.³ More specifically, DFEH contends that the *Riot Games* contract is authorized under Section 19130, subdivision (b)(7), which permits a state agency to enter into a personal services contract when, "State agencies need private counsel because a conflict of interest on the part of the Attorney General's office prevents it from representing the agency without compromising its position. These contracts shall require the written consent of the Attorney General, pursuant to Section 11040."

Section 11040 further provides, in pertinent part:

(a) It is the intent of the Legislature that overall efficiency and economy in state government be enhanced by employment of the Attorney General as counsel for the representation of state agencies and employees in judicial and administrative adjudicative proceedings.

The Legislature finds that it is in the best interests of the people of the State of California that the Attorney General be provided with the resources needed to develop and maintain the Attorney General's capability to provide competent legal representation of state agencies and employees in any judicial or administrative adjudicative proceeding.

³ The lawsuit, *DFEH v. CDCR* (Case No. 20STCV46485) in Los Angeles County Superior Court, alleges CDCR's leave policies violate anti-discrimination laws under FEHA. The OAG also represents CDCR in other litigation against CDCR concerning the same issues.

(b) As used in this article:

...[¶]...

(2) “Outside counsel” means an attorney authorized to practice law in the State of California who is not a state employee, including an excluded or exempt employee.

(c) Except with respect to employment by the state officers and agencies specified by title or name in Section 11041 or when specifically waived by statute other than Section 11041, a state agency shall obtain the written consent of the Attorney General before doing either of the following:

...[¶]...

(2) Contracting with outside counsel.

According to DFEH, because an actual and on-going conflict of interest existed between DFEH and the OAG, and because the OAG provided written permission to DFEH to contract for outside legal services as a result of that conflict, the *Riot Games* contract with the Olivier Law Firm is fully justified pursuant to Section 19130, subdivision (b)(7).

For its part, CASE disputes that an actual conflict exists between the OAG and DFEH, as the OAG’s representation of CDCR in unrelated litigation adverse to DFEH’s interests can easily be overcome by the OAG building an ethical conflict wall between the Deputy Attorneys General who represent CDCR and the Deputy Attorneys General who could represent DFEH in the *Riot Games* litigation. In support of its position, CASE notes that the OAG employs over 1,000 attorneys in multiple offices throughout the state, and its litigation data base is constructed in such a manner that attorneys working on any particular case can easily be blocked from accessing information related to any other case. As a result, CASE maintains that any potential conflict arising from the OAG’s representation of CDCR in unrelated litigation against DFEH could easily have been overcome by the OAG.

CASE further maintains that it is not uncommon for state organizations to find themselves legally at odds with other state organizations. Because the OAG is required to represent all state organizations in state and federal litigation, permitting the OAG to always declare a conflict in litigation where two or more state entities have opposing interests will essentially open the floodgates to the employment of outside counsel in all such matters, despite the fact such potential conflicts can ordinarily be overcome by creating an ethical conflict wall within the OAG. In short, although not stated directly, the clear implication from CASE is that it is seeking a ruling from the Board that the OAG abused its authority under Section 11040 by declaring a conflict of interest concerning the *Riot Games* litigation.

The Board certainly has concerns with respect to whether the OAG could have created an ethical conflict wall that would have enabled the OAG to represent DFEH in the *Riot Games* litigation, despite the OAG representing CDCR against DFEH in unrelated litigation. However, CASE's representations regarding the OAG's alleged ability to readily construct a viable conflict wall notwithstanding, the Board notes that the OAG was not a party to this matter and no evidence was presented from the OAG concerning its ability to construct a viable conflict wall in this case. Nor was any evidence presented from the OAG concerning what steps the OAG took to determine that an insurmountable conflict existed with respect to its ability to represent DFEH in the *Riot Games* matter. Absent such evidence from the OAG itself, the Board declines to speculate as to whether the OAG could have readily constructed the ethical conflict wall advocated by CASE. (see *Aguilar v. Atl. Richfield Co.* (2001) 25 Cal.4th 826, 864; *Royal Packing Co. v. Agricultural Labor Relations Bd.* (1980) 101 Cal.App.3d 826, 835 [finding that a decision cannot be based on speculation, but instead must be supported by competent evidence].)

Moreover, in enacting Section 11040, the Legislature conferred upon the OAG the requisite discretion to determine for itself whether a conflict of interest exists between the OAG and the state entity seeking to retain outside counsel due to an ostensible conflict of interest between the OAG and the state entity. Accordingly, the California Supreme Court has recognized that the OAG has broad latitude to determine for itself whether it has an actual or potential conflict representing the interests of state agency clients and, if it perceives that such a conflict exists or might arise in the future, to utilize Section 11040 to withdraw as counsel for an agency and to instead authorize the agency to retain outside counsel. (*People ex rel. Deukmejian v. Brown* (1981) 29 Cal.3d 150, 154 [finding that the courts have acknowledged that, given “the Attorney General’s dual role as representative of a state agency and guardian of the public interest,” in enacting Section 11040 “the Legislature has impliedly recognized that a conflict might arise because of that duality by giving the Attorney General the right to withdraw from representation of his statutory clients and to permit them to engage private counsel.]])

Given the foregoing, the Board disagrees with CASE’s implicit argument that the Board possesses the requisite authority to overrule the OAG’s determination as to whether an insurmountable ethical conflict exists concerning the OAG’s representation of any state entity. Instead, as noted above and as acknowledged by the California Supreme Court, the plain language of Section 11040 confers upon the OAG, not the SPB, the requisite authority to determine whether the OAG has a conflict with any particular state entity that would require the state entity to be represented by outside counsel.

CASE is, however, correct that the SPB possesses the authority to determine whether contracting out for legal service is permissible under any of the exceptions set forth in Section 19130. Nonetheless, with respect to determining whether a contract for

outside legal services is permissible under Section 19130, subdivision (b)(7), for those reasons discussed above, the Board's sole consideration is whether the OAG provided the contracting entity with written permission to contract for outside legal services, as provided for in Section 11040, subdivision (c)(2). If the OAG has provided that written permission to the contracting entity, the Board's inquiry ordinarily ends and the contract must be approved. In short, given the facts presented here, the Board will not second-guess the OAG's own determination that an insurmountable ethical conflict existed with respect to the OAG's representation of DFEH in the *Riot Games* litigation.

To the extent CASE argues that such a limited inquiry by the Board constitutes an abrogation of its duty to ensure that contracting out for legal services is done in compliance with state merit principles, such a position is not accurate. As previously noted, the OAG is not a party to the instant proceedings and, as such, has not been afforded an opportunity to present any evidence to the Board concerning how or why the OAG arrived at its determination concerning the conflict at issue here. Given such a lack of evidence, and given that the OAG was never joined as a party to this action, it is impermissible for the Board to attempt to overrule a decision made by the OAG pursuant to the discretion afforded that entity by the Legislature under Section 11040. (*Ibid.* See also, *California Air Resources Bd. v. Hart* (1993) 21 Cal.App.4th 289, 298, citing *State Bd. of Education v. Honig* (1993) 13 Cal.App.4th 720, 770 [finding that any state agency may engage private counsel in any matter in which that agency is interested if it first obtains the written consent of the Attorney General.]).

More importantly, the mere fact that the Board does not possess the requisite authority to overrule the OAG's determination does not mean that the OAG possesses unfettered discretion under Section 11040 with respect to authorizing the employment of

outside counsel due to a conflict of interest with the OAG. Instead, acts or omissions performed by the OAG are, like the acts or omissions committed by any other state governmental entity, subject to review by the courts pursuant to a writ of mandamus filed in accordance with the requirements of Code of Civil Procedure section 1085. (see *Rando v. Harris* (2014) 228 Cal.App.4th 868, 876 [finding that in a mandamus action, the court will consider the record to determine whether appellants established that the Attorney General abused his or her discretion by making a decision that was “arbitrary, capricious, entirely lacking in evidentiary support, unlawful, or procedurally unfair.”].)

In the instant case, if CASE believes the OAG abused its discretion by granting DFEH permission to enter into the *Riot Games* contract due to a conflict of interest between the OAG and DFEH, CASE may challenge that decision by filing an appropriate action in a court of competent jurisdiction. If CASE is successful in that action, it can then seek to have SPB void the contract, as the OAG’s decision to declare a conflict will have been overruled by a court of competent jurisdiction and the provisions of Section 19130, subdivision (b)(7) will not have been satisfied.

For all of the foregoing reasons, the Board finds that the *Riot Games* contract is authorized pursuant to Section 19130, subdivision (b)(7).

The Activision Blizzard Contract

During 2021, both DFEH and the EEOC were jointly investigating allegations made by several current or former employees of Activision Blizzard, Inc., regarding purported violations of FEHA and Title VII of the 1964 Civil Rights Act (42 U.S.C. §§ 2000 et seq.). In September 2021, the EEOC filed a complaint against Activision Blizzard in the United States District Court for the Central District of California, (Case No. 2:21-cv-

07682).⁴ The EEOC also simultaneously submitted to the district court a Proposed Consent Decree to resolve the action against Activision Blizzard. DFEH was concerned about the terms and scope of the Proposed Consent Decree and sought to discuss its concerns with the EEOC.

On October 4, 2021, DFEH and the EEOC met to discuss the Proposed Consent Decree. During the meeting, the EEOC informed DFEH for the first time that it had concerns that the attorney's DFEH had assigned to the *Activision Blizzard* litigation were in violation of the Ethics in Government Act (18 U.S.C. § 207), as those identified attorneys had previously been employed by the EEOC and had performed substantial work on the EEOC's investigation into Activision Blizzard's alleged unlawful employment practices. According to the EEOC, those attorneys, as well as other DFEH attorneys and any OAG attorney⁵ who been previously been affiliated with the case, were precluded from participating in the *Activision Blizzard* litigation. Consequently, the EEOC threatened to seek to have the court remove DFEH and affiliated OAG attorneys from participating in the *Activision Blizzard* litigation if DFEH did not immediately retain conflict counsel to represent DFEH in the matter.⁶ Although DFEH disagreed with the EEOC's position regarding any supposed ethical violations on the part of DFEH or affiliated OAG attorneys, out of an abundance of caution, DFEH elected to retain the services of the Outten Law Firm so as to not jeopardize the State of California's interests in the litigation against Activision Blizzard.

⁴ DFEH subsequently filed a *Motion to Intervene* in that case. In addition, DFEH also filed a complaint in state court against Activision Blizzard in *DFEH v. Activision Blizzard, Inc.*, Los Angeles County Superior Court Case No. 21STCV26571.

⁵ Although limited information was provided concerning this particular matter, it appears that at some point during the investigation into Activision Blizzard's activities, DFEH conferred with OAG attorneys regarding the investigation.

⁶ The EEOC ultimately requested the federal court to disqualify DFEH from that action after DFEH filed its *Motion to Intervene* in the matter.

On October 5, 2021, DFEH notified the OAG of the need to retain outside counsel to represent its interests in the *Activision Blizzard* litigation. The notice stated, in pertinent part, “The DFEH needs to augment its in-house team with outside counsel with specialized knowledge and expertise in class action litigation, opposing reverse action settlement tactics, and state and federal procedure and anti-discrimination law.” The OAG subsequently granted DFEH’s request to employ outside counsel in the matter.

On October 18, 2021, DFEH notified CASE of its intent to contract out for legal representation in DFEH’s litigation against Activision Blizzard. The description of services to be provided as listed in the Agreement Summary (Form STD 215) states,

Contractor will provide legal representation and services including advising on potential strategies and options regarding two complex mission critical and/or first impression legal matters in trial court, which are subject to attorney work product and attorney client privileges, including strategies for resolution and potential court action. Case numbers are as follows: 21STCV 26571 and 2:21-CV-07682 DSH-JEM. Contractor will consult and advise DFEH attorneys, conduct research and advise on pleadings and memorandum.

In addition, DFEH also asserted that the contract was justified under Section 19130, subdivision (b)(5), which provides:

Personal services contracting also shall be permissible when any of the following conditions are met: ...[¶]... The legislative, administrative, or legal goals and purposes cannot be accomplished through the utilization of persons selected pursuant to the regular civil service system. **Contracts are permissible under this criterion to protect against a conflict of interest** or to ensure independent and unbiased findings in cases where there is a clear need for a different, outside perspective. These contracts shall include, but not be limited to, obtaining expert witnesses in litigation.” (Emphasis added.)

DFEH contends that the *Activision Blizzard* contract is justified because, although DFEH does not believe its attorneys or any affiliated OAG attorneys have an actual conflict in the *Activision Blizzard* case, if the EEOC was successful in its efforts to have

DFEH or OAG attorneys removed from the litigation, the State of California's interests in enforcing important state anti-discrimination protections would be thwarted.⁷ Consequently, DFEH maintains that the contract is justified under Section 19130, subdivision (b)(5).

CASE, on the other hand, asserts that because, as DFEH itself acknowledges, no conflict actually exists with respect to DFEH or OAG attorneys participating in the *Activision Blizzard* litigation, the contract cannot be justified under Section 19130, subdivision (b)(5). CASE further asserts that even if an actual conflict did exist with respect to DFEH or OAG attorneys participating in the litigation, that conflict would not be resolved by the retention of outside conflict counsel, as the private attorneys would necessarily have to confer with the conflicted DFEH or OAG attorneys concerning the litigation. The necessary interaction between the outside conflict counsel and DFEH or OAG attorneys would, therefore, create a conflict with the outside counsel's representation of DFEH. Consequently, CASE maintains that the contract is not authorized under Section 19130, subdivision (b)(5), as no actual conflict exists that would justify the contract.

The facts underlying the *Activision Blizzard* contract present a rather unique set of circumstances. CASE is correct that DFEH does not believe that an actual conflict exists with respect to DFEH attorneys representing DFEH in the litigation against *Activision Blizzard*. Nevertheless, there is no dispute that the EEOC threatened to seek

⁷ Indeed, *Activision Blizzard* filed a motion in *DFEH v. Activision Blizzard, Inc.* to stay the case in the Los Angeles County Superior Court in order to pursue limited discovery into the alleged ethics violation by DFEH's counsel and to determine whether a motion to disqualify should be filed in that case. *Activision Blizzard's* counsel relied on the EEOC's response to DFEH's *Motion to Intervene* in the *EEOC v. Activision Blizzard* federal action, wherein the EEOC asked the federal court to disqualify DFEH from that case. (Defendants *Activision Blizzard, et al.'s Ex Parte Application to Stay the Case for the Purpose of Limited Discovery in Alleged Ethics Violations by Counsel for Plaintiff and a Potential Motion to Disqualify*, dated October 19, 2021, Los Angeles County Superior Court, Case No. 21STCV26571.)

to have DFEH barred from intervening in the *Activision Blizzard* litigation if DFEH did not retain conflict counsel to represent its interests in that matter. Given that DFEH was seeking to enforce important anti-discrimination protections in that litigation, it would have been wholly irresponsible of DFEH to ignore the EEOC's threatened action, as doing so could have resulted in the State of California's legitimate interests not being properly represented in that litigation if the EEOC was able to successfully carry out its threatened action. That DFEH was prescient in seeking to employ outside counsel to represent its interests was subsequently borne out by the fact that both the EEOC and *Activision Blizzard* actually sought to have DFEH barred from participating in both the federal and state court actions brought against *Activision Blizzard*.

CASE concedes that DFEH attorneys routinely represent DFEH's interests in the type of litigation underlying the *Activision Blizzard* litigation. CASE further concedes that except for the two contracts at issue here, CASE has seldom had cause to be concerned about DFEH impermissibly attempting to retain outside legal counsel to perform work that has historically been competently accomplished by civil service attorneys. As such, this case does not involve a situation where a state entity is deliberately attempting to undermine the implied civil service mandate that exists within Title VII of the California Constitution. Instead, the *Activision Blizzard* contract involves a unique circumstance wherein, although DFEH did not believe conflict counsel was necessary, it was required to take the EEOC's threatened removal action seriously in order to protect the State of California's legitimate interests in ensuring that important anti-discrimination protections were followed with respect to individuals employed in California.

Given the extremely unusual facts underlying this case wherein the EEOC first threatened to, and thereafter did, seek to have DFEH removed as a party to the

Activision Blizzard litigation, it is found that DFEH acted appropriately in employing outside counsel to represent its interests in that litigation. Equally importantly, the evidence established that DFEH did not enter into the contract with the Outten Law Firm in an effort to undermine the California Constitution's implied civil serve mandate, but instead entered into the contract solely for the purpose of protecting the State of California's legitimate interests in ensuring its anti-discrimination laws are properly enforced. Accordingly, we find that the *Activision Blizzard* contract is authorized pursuant to Section 19130, subdivision (b)(5).

CONCLUSION

The Board finds that DFEH has submitted adequate information to show that the contracts entered into between DFEH and the Olivier Law Firm and the Outten Law Firm for legal services are authorized by Section 19130, subdivisions (b)(7) and (b)(5), respectively. The Board, therefore, sustains that Executive Officer's decision approving those contracts.

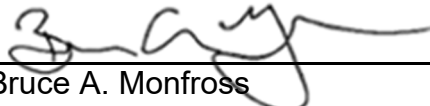
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STATE PERSONNEL BOARD

Kathy Baldree, President
Mona Pasquil Rogers, Vice President
Kimiko Burton, Member
Shawnda Westly, Member
Dr. Gail Willis, Member

* * * * *

I hereby certify that the State Personnel Board made and adopted the foregoing Decision at its meeting on August 11, 2022.



Bruce A. Monfross
Chief Administrative Law Judge
State Personnel Board

PROOF OF SERVICE BY E-MAIL

Re: *California Attorneys, Administrative Law Judges, and Hearing Officers in State Employment ("CASE") v. California Department of Fair Employment and Housing ("DFEH")*
PSC No.: 22-01

I, Caroline Molumby, declare:

I am over the age of 18 years and not a party to this action. I declare that I am employed by the California State Personnel Board, 801 Capitol Mall, Sacramento, California 95814.

On August 19, 2022, I caused the following document(s) to be served on the addressees:

BOARD DECISION

By Electronic mail I caused such document(s), in electronic format, to be sent to the e-mail addresses listed below:

Patrick Whalen
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I declare under penalty of perjury that the foregoing is true and correct, and that this declaration was executed on August 19, 2022, at Sacramento, California.

Caroline Molumby

Caroline Molumby
Legal Analyst