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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SAN DIEGO--HALL OF JUSTICE
10

11 SAN DIEGANS FOR OPEN GOVERNMENT and)
DOES 1 through 10,)

12 Plaintiffs and Petitioners,)

13 vs.)

14 SWEETWATER UNION HIGH SCHOOL)
15 DISTRICT and DOES 11 through 100,)

16 Defendants and Respondents;)

17 HAR CONSTRUCTION, INC.; GILBANE)
18 BUILDING COMPANY; THE SEVILLE GROUP;)
and DOES 101 through 1,000,)

19 Defendants and Real Parties in Interest.)
20

CASE NO. 37-2012-00091137-CU-MC-CTL

**VERIFIED SECOND AMENDED
COMPLAINT FOR DECLARATORY AND
INJUNCTIVE RELIEF AND PETITION
FOR WRIT OF MANDATE**

[Filed by right per Code of Civ. Proc. § 472]

Action Filed: January 24, 2012
Department: C-75 (Strauss)

21 Plaintiff and Petitioner SAN DIEGANS FOR OPEN GOVERNMENT ("Petitioner") is informed
22 and believes and on that basis alleges as follows in this Verified Complaint for Declaratory and
23 Injunctive Relief and Petition for Writ of Mandate:

24 **Parties**

25 1. Petitioner SAN DIEGANS FOR OPEN GOVERNMENT ("SanDOG") is a non-profit
26 organization formed and operating under the laws of the State of California. At least one of SanDOG's
27 members resides in and pays taxes within the geographical jurisdiction of Defendant and Respondent
28 SWEETWATER UNION HIGH SCHOOL DISTRICT ("DISTRICT") and has an interest in, among

1 other things, ensuring DISTRICT's compliance with all conflict-of-interest laws and maintaining open,
2 transparent government decision-making. SanDOG is suing on its own behalf and for its own benefit,
3 and on behalf of and for the benefit of its members, all persons similarly situated, all taxpayers within
4 the geographical jurisdiction of DISTRICT, and DISTRICT.

5 2. SanDOG's founder was Ian Trowbridge, who filed a successful lawsuit against the
6 Southeastern Economic Development Corporation ("SEDC") and Carolyn Y. Smith under the Ralph
7 M. Brown Act in 2008 (San Diego Superior Court case no. 37-2008-00089910-CU-WM-CTL) on the
8 grounds that SEDC had illegally approved severance pay in excess of \$100,000.00 to Ms. Smith in
9 closed session. The result of that lawsuit was the rescission of the actions taken in closed session. After
10 that lawsuit concluded, Mr. Trowbridge launched SanDOG in order to focus on other government-
11 oversight problems and public corruption in and around the County of San Diego.

12 3. One of SanDOG's members resides on the 600 block of Sheffield Court in the City of
13 Chula Vista, pays real-property taxes on the residence, and pays sales taxes near the residence. This
14 location is within the geographical jurisdiction of DISTRICT.

15 4. Defendant and Respondent DISTRICT is a public agency, is a "district" within the
16 meaning of Government Code Section 1090, is a "school district" within the meaning of Education
17 Code Section 35231, and is a party to the contracts being challenged in this proceeding.

18 5. Petitioner is informed and believes and on that basis alleges that HAR
19 CONSTRUCTION, INC. ("HCI"), GILBANE BUILDING COMPANY ("GBC"), and THE SEVILLE
20 GROUP ("TSG"), is each a Real Party in Interest insofar as each is a party to one or more contracts
21 being challenged in this proceeding or has some other cognizable interest in at least one of the contracts.

22 6. The true names and capacities of the parties identified as DOES 1 through 1,000 are
23 unknown to Petitioner, who will seek the Court's permission to amend this pleading in order to allege
24 the true names and capacities as soon as they are ascertained. Each of the fictitiously named
25 Respondents 11 through 100 is a public agency subject to Government Code Section 1090 and is a party
26 to one or more contracts being challenged in this proceeding, and each of the fictitiously named Real
27 Parties in Interest 101 through 1,000 either is a party to one or more of the contracts or has some other
28 cognizable interest in at least one of the contracts.

1 **Background Information**

2 7. Petitioner challenges six contracts (including subsequent change orders and other
3 amendments) made by DISTRICT with one or more of the Real Parties in Interest: namely, (i) an
4 approximately \$6.2 million contract with HCI for New Building J and Renovations at Southwest Middle
5 School, approved on or about June 29, 2009 ("Southwest Middle School Contract"); (ii) an \$8.4 million
6 contract with HCI for Project 1 (modernization) at Southwest High School, approved on or about July
7 27, 2009 ("Southwest High School Contract"); (iii) a contract with GBC/TSG/SCSI for program
8 management services for the Proposition BB bond measure, approved on or about May 7, 2007 ("2007
9 Proposition BB Contract"); (iv) a \$7.5 million contract with GBC/TSG/SCSI for Proposition O program
10 management, approved on or about January 28, 2008 ("Original 2008 Proposition O Contract"); (v) a
11 \$9.9 million amended contract with GBC/TSG/SCSI for Proposition O program management, approved
12 on or about May 20, 2008 ("Amended 2008 Proposition O Contract"); and (vi) an approximately \$16.5
13 million contract with TSG for Proposition O program management, approved on or about April 19,
14 2010 ("2010 Proposition O Contract").

15 8. DISTRICT approved the following change orders and other amendments to the
16 Southwest Middle School Contract: Change Order 1 on or about November 16, 2009; Change Order
17 2 on or about January 25, 2010; Change Order 3 on or about February 16, 2010; Change Order 4 on or
18 about March 8, 2010; Change Order 5 on or about May 10, 2010; Change Order 6 on or about July 26,
19 2010; Change Order 7 on or about September 20, 2010; Change Order 8 on or about November 15,
20 2010; Change Order 9 on or about April 12, 2011; and Change Order 10 on or about May 17, 2011.

21 9. DISTRICT approved the following change orders to the Southwest High School
22 Contract: Change Order 1 on or about April 19, 2010; Change Order 2 on or about May 10, 2010;
23 Change Order 3 on or about August 16, 2010; Change Order 4 on or about October 18, 2010; Change
24 Order 5 on or about November 15, 2010; Change Order 6 on or about December 13, 2010; Change
25 Order 7 on or about February 15, 2011; Change Order 8 on or about April 12, 2011; Change Order 9
26 on or about May 17, 2011; and Change Order 11¹ on or about June 21, 2011;

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28

¹ Petitioner currently has no information about Change Order 10 for the Southwest High School Contract.

1 10. Jesus Gandara was employed as DISTRICT's superintendent from 2006 until September
2 1, 2011, and recommended that DISTRICT's school board approve the Southwest Middle School
3 Contract, Southwest High School Contract, the 2007 Proposition BB Contract, the Original 2008
4 Proposition O Contract, the Amended 2008 Proposition O Contract, and the 2010 Proposition O
5 Contract. Jesus Gandara has since admitted to being guilty on criminal charges related to the contracts
6 and other transactions that are the subject of this lawsuit. A true and correct copy of his Plea of Guilty-
7 No Contest/Felony and plea statement is attached hereto as Exhibit "C."

8 11. Pearl Quiñones has been a member of DISTRICT's school board since 2000 and
9 participated in DISTRICT's making of the Southwest Middle School Contract, Southwest High School
10 Contract, the 2007 Proposition BB Contract, the Original 2008 Proposition O Contract, the Amended
11 2008 Proposition O Contract, and the 2010 Proposition O Contract. Pearl Quiñones was on the
12 DISTRICT's school board when this lawsuit was filed. She has since admitted to being guilty on
13 criminal charges related to the contracts and other transactions that are the subject of this lawsuit, and
14 she is no longer on DISTRICT's board. A true and correct cop of her Plea of Guilty/No Contest-Felony
15 and plea statement is attached hereto as Exhibit "D."

16 12. Arlie N. Ricasa has been a member of DISTRICT's school board since 1998 and
17 participated in DISTRICT's making of the Southwest Middle School Contract, Southwest High School
18 Contract, the 2007 Proposition BB Contract, the Original 2008 Proposition O Contract, the Amended
19 2008 Proposition O Contract, and the 2010 Proposition O Contract. She was a member of the
20 DISTRICT's school board at the time this lawsuit was filed. She has since admitted to being guilty on
21 criminal charges related to the contracts and other transactions that are the subject of this lawsuit, and
22 she is no longer on DISTRICT's board. A true and correct copy of her Plea of Guilty/No Contest-
23 Misdemeanor and plea statement are attached hereto as Exhibit "E."

24 13. Greg Sandoval was a member of DISTRICT's school board from 1994 until 2010 and
25 participated in DISTRICT's making of the Southwest Middle School Contract, Southwest High School
26 Contract, the 2007 Proposition BB Contract, the Original 2008 Proposition O Contract, the Amended
27 2008 Proposition O Contract, and the 2010 Proposition O Contract. He recently admitted to being
28 guilty on multiple criminal charges related to the contracts and other transactions that are the subject

1 of this lawsuit. A true and correct copy of his Plea of Guilty/No Contest-Felony and plea statement are
2 attached hereto as Exhibit "F."

3 14. Jim Cartmill and Bertha Lopez were on the DISTRICT's board at the time this lawsuit
4 was filed. Both of them admitted to being guilty of the misdemeanor charge of accepting gifts over the
5 limits set by the Fair Political Practice Commission in connection with the contracts and other
6 transactions that are the subject of this lawsuit, and they are no longer on DISTRICT's board. However,
7 Petitioner is informed and believes and on that basis alleges that Mr. Cartmill has filed paperwork to
8 run for re-election and that Ms. Lopez has made at least one statement indicating an intent to run for
9 re-election.

10 15. Ever since it was last amended more than 40 years ago, Government Code Section 1090
11 has provided as follows: "Members of the Legislature, state, county, district, judicial district, and city
12 officers or employees shall not be financially interested in any contract made by them in their official
13 capacity, or by any body or board of which they are members. Nor shall state, county, district, judicial
14 district, and city officers or employees be purchasers at any sale or vendors at any purchase made by
15 them in their official capacity. [¶] As used in this article, 'district' means any agency of the state formed
16 pursuant to general law or special act, for the local performance of governmental or proprietary
17 functions within limited boundaries." Ever since it was enacted in 1976, Education Code Section 35231
18 has provided as follows: "Any contract or appointment obtained from the governing board of any school
19 district by corrupt means is void."

20 16. Each of the contracts challenged in this proceeding was (i) made by one or more
21 DISTRICT officials or employees in their official capacities who, at the time of the contract's making,
22 had a financial interest in the contract in violation of Government Code Section 1090, including but not
23 limited to DISTRICT superintendent Jesus Gandara and DISTRICT board members Pearl Quiñones,
24 Arlie N. Ricasa, and Greg Sandoval; and (ii) made in violation of Education Code Section 35231,
25 including but not limited to those same DISTRICT officials and employees. However, the existence
26 of their illegal financial interests and the corrupt means of procurement was not discovered and could
27 not have been discovered even with the exercise of reasonable diligence until December 16, 2011, at
28 the earliest. On that date, a peace officer employed by San Diego County District Attorney's Office,

1 Vincent Giaime, signed a search-warrant affidavit identifying numerous financial interests--discovered
2 solely through the efforts of law-enforcement personnel--that were not disclosed by the financially
3 interested officials and employees on the disclosure forms that each of them is legally required to file
4 with DISTRICT under penalty of perjury; had the financial interests been disclosed, the public could
5 have discovered them prior to December 16, 2011. The search-warrant affidavit was cited as the basis
6 for San Diego County Superior Court search warrant no. 42007, among others. True and correct copies
7 of the search-warrant affidavit and the search warrant are attached to this pleading as Exhibits "A" and
8 "B," respectively. Prior to the public release of the affidavit and warrant, Petitioner was unaware of the
9 wrongdoing alleged in this pleading and could not have discovered it with reasonable diligence because
10 theretofore the wrongdoers had successfully covered up their wrongdoing.

11 **Jurisdiction and Exhaustion of Administrative Remedies**

12 17. Petitioner seeks review by and relief from this Court under, as applicable, Government
13 Code Section 1090 *et seq.*; Code of Civil Procedure Sections 526a, 1060 *et seq.*, and 1084 *et seq.*;
14 Education Code Section 35231; and principles of common-law taxpayer standing, among other
15 provisions of law. None of the wrongdoing alleged in this pleading was within the discretion of
16 DISTRICT, any public official of DISTRICT, or Real Parties in Interest; all alleged wrongdoing was
17 in violation of one or more ministerial duties.²

18 18. Petitioner has satisfied each and every exhaustion-of-remedies requirement that must
19 be satisfied in order to maintain this proceeding. Alternatively and additionally, no exhaustion-of-
20 remedies requirement may be applied to Petitioner.

21 19. Before commencing this lawsuit, Petitioner notified DISTRICT of Petitioner's intent to
22 file this lawsuit and inquiring whether DISTRICT would like to prosecute the action with Petitioner,
23 but Petitioner never received a response. The wrongdoing alleged in this pleading involves, among
24

25 _____
26 ² No matter how any portion of this pleading's allegations or prayer is construed, in no way does
27 Petitioner intend to assert a claim or seek relief that is inconsistent with the following parameters: (1)
28 Petitioner does not seek any relief greater than or different from the relief sought for the general public
or for a class of which Petitioner's members residing within the geographical jurisdiction of CITY are
themselves members. (2) This lawsuit seeks to enforce at least one important right affecting the public
interest and to confer at least one significant benefit, whether pecuniary or non-pecuniary, on the general
public or a large class of persons. (3) Private enforcement is necessary and places a disproportionate
financial burden on Petitioner in relation to its stake in the matter.

1 other things, fraud, collusion, ultra vires acts, or a failure on DISTRICT's part to perform a duty
2 specifically enjoined. At the time of Petitioner's request and when this lawsuit was filed, more than one
3 board member under investigation remained on the board. DISTRICT's position in this lawsuit is
4 subject to change as board members and other high-ranking DISTRICT officials change and not
5 necessarily based on what they believe to be in the best interests of DISTRICT's taxpayers. DISTRICT
6 is being made a defendant and respondent because it failed to join this lawsuit as a plaintiff or petitioner
7 and because the make-up of DISTRICT's governing board and other decision-makers is subject to
8 change and could become comprised of at least one person who had an illegal conflict of interest at the
9 time the contracts and other transactions that are the subject of this lawsuit were made. Additionally
10 and alternatively, the rights that Petitioner is asserting in this lawsuit are not entirely those of DISTRICT
11 and Petitioner is asserting rights on behalf of its taxpayer-members, which rights DISTRICT itself does
12 not have or hold. Thus, even if some of the rights that Petitioner and DISTRICT ultimately assert in
13 this lawsuit are joint, Petitioner also enjoys certain rights severally and separately from DISTRICT and
14 thus is a proper party.

15 20. Petitioner has a beneficial right and interest in Respondents' fulfillment of all their legal
16 duties and in the avoidance of contracts made in violation of Government Code Section 1090, as alleged
17 in this pleading.

18 **FIRST CAUSE OF ACTION:**
19 **Violation of Conflict-of-Interest Laws--Southwest Middle School Contract**
20 **(Against All Opposing Parties except GBC and TSG)**

21 21. Paragraphs 1 through 20 are fully incorporated into this paragraph.

22 22. The Southwest Middle School Contract was, within the meaning of Government Code
23 Section 1090, "made" with HCI by DISTRICT superintendent Jesus Gandara and DISTRICT board
24 members Pearl Quiñones, Arlie N. Ricasa, and Greg Sandoval in their official capacities as officers or
25 employees of DISTRICT; and, within the meaning of Education Code Section 35231, "obtained" from
26 DISTRICT's governing board.

27 23. The Change Orders to the Southwest Middle School Contract were, within the meaning
28 of Government Code Section 1090, "made" with HCI by DISTRICT superintendent Jesus Gandara and
DISTRICT board members Pearl Quiñones, Arlie N. Ricasa, and Greg Sandoval in their official

1 capacities as officers or employees of DISTRICT; and, within the meaning of Education Code Section
2 35231, "obtained" from DISTRICT's governing board.

3 24. At the time the Southwest Middle School Contract and the associated Change Orders
4 were made, DISTRICT superintendent Jesus Gandara and DISTRICT board members Pearl Quiñones,
5 Arlie N. Ricasa, and Greg Sandoval were, within the meaning of Government Code Section 1090,
6 "financially interested" in the Contract and Change Orders. Alternatively, at least one of the
7 aforementioned individuals was "financially interested" in the Contract and Change Orders at the time
8 they were made. "Corrupt means," within the meaning of Education Code Section 35231, were used
9 to obtain the Contract and Change Orders.

10 25. The Southwest Middle School Contract and the associated Change Orders are void
11 because they were made by at least one DISTRICT official or employee who was financially interested
12 in the Contract and Change Orders at the time they were made, and DISTRICT's payment of money or
13 delivery of other benefits under the Contract and Change Orders constitutes an illegal expenditure of
14 public resources. HCI and DOES 101 through 1,000 have received benefits under the Contract and
15 Change Orders and, because they are void, must restore all benefits received under the Contract and
16 Change Orders to DISTRICT; they refuse to do so. The failure to restore all such benefits is injurious
17 to Petitioner and other taxpayers and members of the public.

18 26. There is a good-faith dispute between Petitioner, on the one hand, and Respondents and
19 Real Parties in Interest, on the other hand, as to whether the Southwest Middle School Contract and the
20 associated Change Orders are void. Petitioner contends that they are void, while Respondents and Real
21 Parties in Interest contend that they are not void. The parties therefore require a judicial determination
22 of the issue.

23 **SECOND CAUSE OF ACTION:**
24 **Violation of Conflict-of-Interest Laws--Southwest High School Contract**
(Against All Opposing Parties except GBC and TSG)

25 27. Paragraphs 1 through 26 are fully incorporated into this paragraph.

26 28. The Southwest High School Contract was, within the meaning of Government Code
27 Section 1090, "made" with HCI by DISTRICT superintendent Jesus Gandara and DISTRICT board
28 members Pearl Quiñones, Arlie N. Ricasa, and Greg Sandoval in their official capacities as officers or

1 employees of DISTRICT; and, within the meaning of Education Code Section 35231, "obtained" from
2 DISTRICT's governing board.

3 29. The Change Orders to the Southwest High School Contract were, within the meaning
4 of Government Code Section 1090, "made" with HCI by DISTRICT superintendent Jesus Gandara and
5 DISTRICT board members Pearl Quiñones, Arlie N. Ricasa, and Greg Sandoval in their official
6 capacities as officers or employees of DISTRICT; and, within the meaning of Education Code Section
7 35231, "obtained" from DISTRICT's governing board..

8 30. At the time the Southwest High School Contract and the associated Change Orders were
9 made, DISTRICT superintendent Jesus Gandara and DISTRICT board members Pearl Quiñones, Arlie
10 N. Ricasa, and Greg Sandoval were, within the meaning of Government Code Section 1090, "financially
11 interested" in the Contract and Change Orders. Alternatively, at least one of the aforementioned
12 individuals was "financially interested" in the Contract and Change Orders at the time they were made.
13 "Corrupt means," within the meaning of Education Code Section 35231, were used to obtain the
14 Contract and Change Orders.

15 31. The Southwest High School Contract and the associated Change Orders are void because
16 they were made by at least one DISTRICT official or employee who was financially interested in the
17 Contract and Change Orders at the time they were made, and DISTRICT's payment of money or
18 delivery of other benefits under the Contract and Change Orders constitutes an illegal expenditure of
19 public resources. HCI and DOES 101 through 1,000 have received benefits under the Contract and
20 Change Orders and, because they are void, must restore all benefits received under the Contract and
21 Change Orders to DISTRICT; they refuse to do so. The failure to restore all such benefits is injurious
22 to Petitioner and other taxpayers and members of the public.

23 32. There is a good-faith dispute between Petitioner, on the one hand, and Respondents and
24 Real Parties in Interest, on the other hand, as to whether the Southwest High School Contract and the
25 associated Change Orders are void. Petitioner contends that they are void, while Respondents and Real
26 Parties in Interest contend that they are not void. The parties therefore require a judicial determination
27 of the issue.
28

1 **THIRD CAUSE OF ACTION:**
2 **Violation of Conflict-of-Interest Laws--2007 Proposition BB Contract**
3 **(Against All Opposing Parties except HAR)**

4 33. Paragraphs 1 through 20 are fully incorporated into this paragraph.

5 34. The 2007 Proposition BB Contract was, within the meaning of Government Code
6 Section 1090, "made" with GBC, TSG, SCSI, or some combination of the three of them by DISTRICT
7 superintendent Jesus Gandara and DISTRICT board members Pearl Quiñones, Arlie N. Ricasa, and
8 Greg Sandoval in their official capacities as officers or employees of DISTRICT; and, within the
9 meaning of Education Code Section 35231, "obtained" from DISTRICT's governing board..

10 35. At the time the 2007 Proposition BB Contract was made, DISTRICT superintendent
11 Jesus Gandara and DISTRICT board members Pearl Quiñones, Arlie N. Ricasa, and Greg Sandoval
12 were, within the meaning of Government Code Section 1090, "financially interested" in the Contract.
13 Alternatively, at least one of the aforementioned individuals was "financially interested" in the Contract
14 at the time it was made. "Corrupt means," within the meaning of Education Code Section 35231, were
15 used to obtain the Contract.

16 36. The 2007 Proposition BB Contract is void because it was made by at least one
17 DISTRICT official or employee who was financially interested in the Contract at the time it was made,
18 and DISTRICT's payment of money or delivery of other benefits under the Contract constitutes an
19 illegal expenditure of public resources. GBC, TSG, SCSI, or some combination of the three of them
20 and DOES 101 through 1,000 have received benefits under the Contract and, because it is void, must
21 restore all benefits received under the Contract to DISTRICT; they refuse to do so. The failure to
22 restore all such benefits is injurious to Petitioner and other taxpayers and members of the public.

23 37. There is a good-faith dispute between Petitioner, on the one hand, and Respondents and
24 Real Parties in Interest, on the other hand, as to whether the 2007 Proposition BB Contract is void.
25 Petitioner contends that it is void, while Respondents and Real Parties in Interest contend that it is not
26 void. The parties therefore require a judicial determination of the issue.

27 **FOURTH CAUSE OF ACTION:**
28 **Violation of Conflict-of-Interest Laws--Original 2008 Proposition O Contract**
(Against All Opposing Parties except HAR)

38. Paragraphs 1 through 20 and 33 through 37 are fully incorporated into this paragraph.

1 39. The Original 2008 Proposition O Contract was, within the meaning of Government Code
2 Section 1090, "made" with GBC, TSG, SCSI, or some combination of the three of them by DISTRICT
3 superintendent Jesus Gandara and DISTRICT board members Pearl Quiñones, Arlie N. Ricasa, and
4 Greg Sandoval in their official capacities as officers or employees of DISTRICT; and, within the
5 meaning of Education Code Section 35231, "obtained" from DISTRICT's governing board..

6 40. At the time the Original 2008 Proposition O Contract was made, DISTRICT
7 superintendent Jesus Gandara and DISTRICT board members Pearl Quiñones, Arlie N. Ricasa, and
8 Greg Sandoval were, within the meaning of Government Code Section 1090, "financially interested"
9 in the Contract. Alternatively, at least one of the aforementioned individuals was "financially
10 interested" in the Contract at the time it was made. "Corrupt means," within the meaning of Education
11 Code Section 35231, were used to obtain the Contract.

12 41. The Original 2008 Proposition O Contract is void because it was made by at least one
13 DISTRICT official or employee who was financially interested in the Contract at the time it was made,
14 and DISTRICT's payment of money or delivery of other benefits under the Contract constitutes an
15 illegal expenditure of public resources. GBC, TSG, SCSI, or some combination of the three of them
16 and DOES 101 through 1,000 have received benefits under the Contract and, because it is void, must
17 restore all benefits received under the Contract to DISTRICT; they refuse to do so. The failure to
18 restore all such benefits is injurious to Petitioner and other taxpayers and members of the public.

19 42. There is a good-faith dispute between Petitioner, on the one hand, and Respondents and
20 Real Parties in Interest, on the other hand, as to whether the Original 2008 Proposition O Contract is
21 void. Petitioner contends that it is void, while Respondents and Real Parties in Interest contend that
22 it is not void. The parties therefore require a judicial determination of the issue.

23 **FIFTH CAUSE OF ACTION:**
24 **Violation of Conflict-of-Interest Laws--Amended 2008 Proposition O Contract**
(Against All Opposing Parties except HAR)

25 43. Paragraphs 1 through 20 and 33 through 42 are fully incorporated into this paragraph.

26 44. The Amended 2008 Proposition O Contract was, within the meaning of Government
27 Code Section 1090, "made" with GBC, TSG, SCSI, or some combination of the three of them by
28 DISTRICT superintendent Jesus Gandara and DISTRICT board members Pearl Quiñones, Arlie N.

1 Ricasa, and Greg Sandoval in their official capacities as officers or employees of DISTRICT; and,
2 within the meaning of Education Code Section 35231, "obtained" from DISTRICT's governing board..

3 45. At the time the Amended 2008 Proposition O Contract was made, DISTRICT
4 superintendent Jesus Gandara and DISTRICT board members Pearl Quiñones, Arlie N. Ricasa, and
5 Greg Sandoval were, within the meaning of Government Code Section 1090, "financially interested"
6 in the Contract. Alternatively, at least one of the aforementioned individuals was "financially
7 interested" in the Contract at the time it was made. "Corrupt means," within the meaning of Education
8 Code Section 35231, were used to obtain the Contract.

9 46. The Amended 2008 Proposition O Contract is void because it was made by at least one
10 DISTRICT official or employee who was financially interested in the Contract at the time it was made,
11 and DISTRICT's payment of money or delivery of other benefits under the Contract constitutes an
12 illegal expenditure of public resources. GBC, TSG, SCSJ, or some combination of the three of them
13 and DOES 101 through 1,000 have received benefits under the Contract and, because it is void, must
14 restore all benefits received under the Contract to DISTRICT; they refuse to do so. The failure to
15 restore all such benefits is injurious to Petitioner and other taxpayers and members of the public.

16 47. There is a good-faith dispute between Petitioner, on the one hand, and Respondents and
17 Real Parties in Interest, on the other hand, as to whether the Amended 2008 Proposition O Contract is
18 void. Petitioner contends that it is void, while Respondents and Real Parties in Interest contend that
19 it is not void. The parties therefore require a judicial determination of the issue.

20 **SIXTH CAUSE OF ACTION:**
21 **Violation of Conflict-of-Interest Laws--2010 Proposition O Contract**
22 **(Against All Opposing Parties except HAR and GBC)**

23 48. Paragraphs 1 through 20 are fully incorporated into this paragraph.

24 49. The 2010 Proposition O Contract was, within the meaning of Government Code Section
25 1090, "made" with TSG by DISTRICT superintendent Jesus Gandara and DISTRICT board members
26 Pearl Quiñones, Arlie N. Ricasa, and Greg Sandoval in their official capacities as officers or employees
27 of DISTRICT; and, within the meaning of Education Code Section 35231, "obtained" from
28 DISTRICT's governing board..

1 including a non-profit corporation like Petitioner, has standing. Even in the absence of such public
2 duties, Petitioner's members include at least one taxpayer within DISTRICT's geographic jurisdiction.

3 56. Real Parties in Interest are parties to or otherwise have a legally cognizable interest in
4 at least one of the contracts and other transactions that are the subject of this lawsuit.

5 **Prayer**

6 FOR ALL THESE REASONS, Petitioner respectfully prays for the following relief:

7 A. *On the First Cause of Action:*

8 1. A judgment determining or declaring that the Southwest Middle School Contract
9 and the associated Change Orders were made by at least one financially interested official or employee
10 of DISTRICT in violation of Government Code Section 1090 and that the Contract is therefore void;

11 2. A judgment determining or declaring that there is a constructive trust in favor
12 of DISTRICT on all money and other property received by Real Parties in Interest under the Southwest
13 Middle School Contract and the associated Change Orders, and a judgment in favor of DISTRICT
14 against Real Parties in Interest for the amount equal to the value of all money and other property
15 received by Real Parties in Interest thereunder;

16 3. A judgment ordering Real Parties in Interest to return all money and other
17 property received by them from DISTRICT under the Southwest Middle School Contract and the
18 associated Change Orders to DISTRICT;

19 4. Injunctive relief prohibiting Real Parties in Interest (and any and all persons
20 acting at the request of, in concert with, or for the benefit of one or more of them) from disbursing,
21 paying, or otherwise transferring any money or other property received by them under the Southwest
22 Middle School Contract and the associated Change Orders to anyone other than DISTRICT;

23 5. Any and all other relief that may be authorized by Government Code Section
24 1090 but is not explicitly or specifically requested elsewhere in this Prayer; and

25 6. All legal fees and other expenses incurred by Petitioner in connection with this
26 cause of action, including but not limited to reasonable attorney fees as authorized by the Code of Civil
27 Procedure and the Government Code (but against DISTRICT only to the extent DISTRICT opposes
28 Petitioner on this cause of action).

1 B. *On the Second Cause of Action:*

2 1. A judgment determining or declaring that the Southwest High School Contract
3 and the associated Change Orders were made by at least one financially interested official or employee
4 of DISTRICT in violation of Government Code Section 1090 and that the Contract is therefore void;

5 2. A judgment determining or declaring that there is a constructive trust in favor
6 of DISTRICT on all money and other property received by Real Parties in Interest under the Southwest
7 High School Contract and the associated Change Orders, and a judgment in favor of DISTRICT against
8 Real Parties in Interest for the amount equal to the value of all money and other property received by
9 Real Parties in Interest thereunder;

10 3. A judgment ordering Real Parties in Interest to return all money and other
11 property received by them from DISTRICT under the Southwest High School Contract and the
12 associated Change Orders to DISTRICT;

13 4. Injunctive relief prohibiting Real Parties in Interest (and any and all persons
14 acting at the request of, in concert with, or for the benefit of one or more of them) from disbursing,
15 paying, or otherwise transferring any money or other property received by them under the Southwest
16 High School Contract and the associated Change Orders to anyone other than DISTRICT;

17 5. Any and all other relief that may be authorized by Government Code Section
18 1090 but is not explicitly or specifically requested elsewhere in this Prayer; and

19 6. All legal fees and other expenses incurred by Petitioner in connection with this
20 cause of action, including but not limited to reasonable attorney fees as authorized by the Code of Civil
21 Procedure and the Government Code (but against DISTRICT only to the extent DISTRICT opposes
22 Petitioner on this cause of action).

23 C. *On the Third Cause of Action:*

24 1. A judgment determining or declaring that the Proposition BB Contract was made
25 by at least one financially interested official or employee of DISTRICT in violation of Government
26 Code Section 1090 and that the Contract is therefore void;

27 2. A judgment determining or declaring that there is a constructive trust in favor
28 of DISTRICT on all money and other property received by Real Parties in Interest under the Proposition

1 BB Contract, and a judgment in favor of DISTRICT against Real Parties in Interest for the amount equal
2 to the value of all money and other property received by Real Parties in Interest thereunder;

3 3. A judgment ordering Real Parties in Interest to return all money and other
4 property received by them from DISTRICT under the Proposition BB Contract to DISTRICT;

5 4. Injunctive relief prohibiting Real Parties in Interest (and any and all persons
6 acting at the request of, in concert with, or for the benefit of one or more of them) from disbursing,
7 paying, or otherwise transferring any money or other property received by them under the Proposition
8 BB Contract to anyone other than DISTRICT;

9 5. Any and all other relief that may be authorized by Government Code Section
10 1090 but is not explicitly or specifically requested elsewhere in this Prayer; and

11 6. All legal fees and other expenses incurred by Petitioner in connection with this
12 cause of action, including but not limited to reasonable attorney fees as authorized by the Code of Civil
13 Procedure and the Government Code (but against DISTRICT only to the extent DISTRICT opposes
14 Petitioner on this cause of action).

15 D. *On the Fourth Cause of Action:*

16 1. A judgment determining or declaring that the Original 2008 Proposition O
17 Contract was made by at least one financially interested official or employee of DISTRICT in violation
18 of Government Code Section 1090 and that the Contract is therefore void;

19 2. A judgment determining or declaring that there is a constructive trust in favor
20 of DISTRICT on all money and other property received by Real Parties in Interest under the Original
21 2008 Proposition O Contract, and a judgment in favor of DISTRICT against Real Parties in Interest for
22 the amount equal to the value of all money and other property received by Real Parties in Interest
23 thereunder;

24 3. A judgment ordering Real Parties in Interest to return all money and other
25 property received by them from DISTRICT under the Original 2008 Proposition O Contract to
26 DISTRICT;

27 4. Injunctive relief prohibiting Real Parties in Interest (and any and all persons
28 acting at the request of, in concert with, or for the benefit of one or more of them) from disbursing,

1 paying, or otherwise transferring any money or other property received by them under the Original 2008
2 Proposition O Contract to anyone other than DISTRICT;

3 5. Any and all other relief that may be authorized by Government Code Section
4 1090 but is not explicitly or specifically requested elsewhere in this Prayer; and

5 6. All legal fees and other expenses incurred by Petitioner in connection with this
6 cause of action, including but not limited to reasonable attorney fees as authorized by the Code of Civil
7 Procedure and the Government Code (but against DISTRICT only to the extent DISTRICT opposes
8 Petitioner on this cause of action).

9 E. *On the Fifth Cause of Action:*

10 1. A judgment determining or declaring that the Amended 2008 Proposition O
11 Contract was made by at least one financially interested official or employee of DISTRICT in violation
12 of Government Code Section 1090 and that the Contract is therefore void;

13 2. A judgment determining or declaring that there is a constructive trust in favor
14 of DISTRICT on all money and other property received by Real Parties in Interest under the Amended
15 2008 Proposition O Contract, and a judgment in favor of DISTRICT against Real Parties in Interest for
16 the amount equal to the value of all money and other property received by Real Parties in Interest
17 thereunder;

18 3. A judgment ordering Real Parties in Interest to return all money and other
19 property received by them from DISTRICT under the Amended 2008 Proposition O Contract to
20 DISTRICT;

21 4. Injunctive relief prohibiting Real Parties in Interest (and any and all persons
22 acting at the request of, in concert with, or for the benefit of one or more of them) from disbursing,
23 paying, or otherwise transferring any money or other property received by them under the Amended
24 2008 Proposition O Contract to anyone other than DISTRICT;

25 5. Any and all other relief that may be authorized by Government Code Section
26 1090 but is not explicitly or specifically requested elsewhere in this Prayer; and

27 6. All legal fees and other expenses incurred by Petitioner in connection with this
28 cause of action, including but not limited to reasonable attorney fees as authorized by the Code of Civil

1 Procedure and the Government Code (but against DISTRICT only to the extent DISTRICT opposes
2 Petitioner on this cause of action).

3 F. *On the Sixth Cause of Action:*

4 1. A judgment determining or declaring that the 2010 Proposition O Contract was
5 made by at least one financially interested official or employee of DISTRICT in violation of
6 Government Code Section 1090 and that the Contract is therefore void;

7 2. A judgment determining or declaring that there is a constructive trust in favor
8 of DISTRICT on all money and other property received by Real Parties in Interest under the 2010
9 Proposition O Contract, and a judgment in favor of DISTRICT against Real Parties in Interest for the
10 amount equal to the value of all money and other property received by Real Parties in Interest
11 thereunder;

12 3. A judgment ordering Real Parties in Interest to return all money and other
13 property received by them from DISTRICT under the Original 2008 Proposition O Contract to
14 DISTRICT;

15 4. Injunctive relief prohibiting Real Parties in Interest (and any and all persons
16 acting at the request of, in concert with, or for the benefit of one or more of them) from disbursing,
17 paying, or otherwise transferring any money or other property received by them under the 2011
18 Proposition O Contract to anyone other than DISTRICT;

19 5. Any and all other relief that may be authorized by Government Code Section
20 1090 but is not explicitly or specifically requested elsewhere in this Prayer; and

21 6. All legal fees and other expenses incurred by Petitioner in connection with this
22 cause of action, including but not limited to reasonable attorney fees as authorized by the Code of Civil
23 Procedure and the Government Code (but against DISTRICT only to the extent DISTRICT opposes
24 Petitioner on this cause of action).

25 G. *On the Seventh Cause of Action:*

26 1. A judgment determining or declaring that DISTRICT and Real Parties in Interest
27 failed to comply fully with the State of California's conflict-of-interest laws with respect to the contracts
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1 and other transactions that are the subject of this lawsuit and that their approval was illegal in at least
2 some respect, thereby rendering the approval void;

3 2. A judgment determining or declaring that DISTRICT and Real Parties in Interest
4 must comply fully with the State of California's conflict-of-interest laws with respect to the contracts
5 and other transactions that are the subject of this lawsuit before any of them may lawfully be approved;

6 3. Injunctive relief prohibiting Real Parties in Interest (and any and all persons
7 acting at the request of, in concert with, or for the benefit of one or more of them) from taking any
8 action on any aspect of, in furtherance of, or otherwise based on DISTRICT's approval of any of the
9 contracts and other transactions that are the subject of this lawsuit unless and until DISTRICT and Real
10 Parties in Interest have complied with all applicable provisions of the State of California's conflict-of-
11 interest laws, as determined by the Court;

12 4. A writ of mandate ordering DISTRICT to rescind its approvals of the contracts
13 and other transactions that are the subject of this lawsuit;

14 5. Any and all other relief that may be authorized by law but is not explicitly or
15 specifically requested elsewhere in this Prayer; and

16 6. All legal fees and other expenses incurred by Petitioner in connection with this
17 cause of action, including but not limited to reasonable attorney fees as authorized by the Code of Civil
18 Procedure and the Government Code (but against DISTRICT only to the extent DISTRICT opposes
19 Petitioner on this cause of action).

20 H. Any and all further relief that this Court may deem appropriate.

21 Date: August 18, 2014.

Respectfully submitted,

22 BRIGGS LAW CORPORATION

23 By:

24 
Cory J. Briggs

25 Attorneys for Plaintiff and Petitioner San Diegans for
26 Open Government

VERIFICATION

STATE OF CALIFORNIA, COUNTY OF San Bernardino

I have read the foregoing Verified Second Amended Complaint for Declaratory Relief and Petition for Writ of Mandate and know its contents.

CHECK APPLICABLE PARAGRAPH

I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

I am an Officer a partner a of

a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

I am one of the attorneys for San Diegans for Open Government a party to this action. Such party is absent from the county of aforesaid where such attorneys have their offices, and I make this verification for and on behalf of that party for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.

Executed on August 18, 20 14, at Upland, California. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Cory J. Briggs Type or Print Name

Signature

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF

I am employed in the county of State of California. I am over the age of 18 and not a party to the within action; my business address is,

On, 20, I served the foregoing document described as

by placing the true copies thereof enclosed in sealed envelopes addressed as stated on the attached mailing list: by placing the original a true copy thereof enclosed in sealed envelopes addressed as follows:

BY MAIL I deposited such envelope in the mail at California. The envelope was mailed with postage thereon fully prepaid.

As follows I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Executed on, 20, at, California. (BY PERSONAL SERVICE) I delivered such envelope by hand to the offices of the addressee.

Executed on, 20, at, California.

(State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct. I (Federal) declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Type or Print Name

Signature

* (By MAIL SIGNATURE MUST BE OF PERSON DEPOSITING ENVELOPE IN MAIL SLOT, BOX, OR BAG) ** (FOR PERSONAL SERVICE SIGNATURE MUST BE THAT OF MESSENGER)

Verified Second Amended Complaint for Declaratory Relief and Petition for Writ of Mandate

Exhibit "A"

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**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA,
COUNTY OF SAN DIEGO**

STATE OF CALIFORNIA,)	AFFIDAVIT FOR SEARCH
WARRANT)	42001, 42002
(ss.))	42003, 42004
COUNTY OF SAN DIEGO)	42005, 42006
		No. <u>42007</u>

I, Vincent Giaime, do on oath make complaint, say and depose the following on this 16th day of December, 2011: That I have substantial probable cause to believe and I do believe I have cause to search the following:

LOCATION, PROPERTY, AND/OR PERSON(S) TO BE SEARCHED

- A. The premises and all parts therein, including all rooms, attics, basements, cellars, crawl spaces, safes, storage areas, containers, surrounding grounds, trash areas, garages and outbuildings assigned to or part of the residences located at:
- 1) **2252 Fairfield Street, San Diego, CA 92110, County of San Diego;** the residence is a one story single family home, with a red brick exterior and primarily brown stucco with white trim. The numbers "2252" are posted on a white mailbox next to the driveway;
 - 2) **3828 Country Trails Lane, Bonita, CA 91902, County of San Diego;** the residence is a two story single family home, with primarily a brown stucco exterior and a dark colored tile roof. The numbers "3828" are posted to the left of the front door;
 - 3) **1785 Sunny Crest Lane, Bonita, CA 91902, County of San Diego;** the residence is two story single family home with a white stucco exterior and a red tile roof. The numbers "1785" are posted to the right of the garage door;

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1 4) **1051 West El Norte Parkway, Apartment #167, Escondido, CA 92026,**
2 **County of San Diego;** the apartment is contained within a multi-unit
3 apartment complex, comprising of several different detached buildings,
4 with primarily beige stucco and a red tile roof. Unit #167 is located in
5 building “K” on the second floor. The address 1051 West El Norte
6 Parkway is posted on a sign at the entrance to the apartment complex and
7 the number “167” is posted on the exterior wall to the left of the stairs;

8 5) **18101 Old Coach Road (Detached Guest House), Poway, CA 92064,**
9 **County of San Diego;** the residence is a detached guest house directly next
10 to the main residence located at 18101 Old Coach Road. The residence is
11 primarily brown stucco with a red tile roof and the numbers “18101” are
12 posted on a rock directly in front of the residence;

13 6) **542 Galveston Way, Bonita, CA 91902, County of San Diego;** the
14 residence is contained in a two story, detached house; the front of the house
15 having a primarily light yellow colored wood siding exterior with tan and
16 green colored wood trim, faux river rock fascia on either side of the three
17 car garage and a gray concrete tile roof; having the numbers “542”
18 displayed on the front of the garage and also painted on the curb at the front
19 of the driveway.

20 7) **3009 E 6th Street, National City, CA 91950, County of San Diego;** the
21 residence is contained in a one story, detached house having a primarily
22 white colored stucco exterior with white wood trim, a one-car garage, and a
23 brown composite tile roof; having the numbers “3009” displayed on a
24 support post at the front porch.

25 B. And for any vehicles including all vehicle compartments, containers and trunks
26 identifiable as being registered to or belonging to person(s) residing at the
27 residences via keys, admissions and documentation;

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1 **ITEMS TO BE SEIZED**

2 For the following property, to wit:

- 3 1. To view, image and/or seize, and forensically examine all "Computer
4 systems," Computer programs or software," "Supporting documentation" or
5 other items as defined by Penal Code section 502, subdivision (b) (1-7),
6 and;
- 7 2. Any computer or data processing software and the device or devices on
8 which such data is stored such as hard drives, floppy disks, JAZ disks, ZIP
9 disks, CD ROM/R/RW disks, DVD ROM/R/RW disks, integral RAM or
10 ROM units, thumb drives, compact flash and Smart media, cassette tapes,
11 magnetic tape reels, and any other permanent or transient storage devices
12 including key stroke loggers and;
- 13 3. Other devices capable of electronically or digitally storing information,
14 including such devices as cellular phones, personal data assistants (PDA),
15 mobile data assistants (MDAs), e-readers, portable music devices, GPS
16 devices, gaming systems, including all power cords and equipment used to
17 power these devices, and;
- 18 4. Any computing or data processing literature or notes, printed or otherwise,
19 referencing software, wireless networking programs, and/or computer
20 hardware, which is designed for the installation, operation, maintenance,
21 remote access and/or troubleshooting of computer wireless computer
22 software and hardware: and;
- 23 5. Related communications devices such as modems (telephone and cable),
24 routers, gateways, and switches, together with system documentations,
25 software and instruction manuals, and passwords, and;
- 26 6. Documents and effects which tend to show dominion and control over said
27 premises, including fingerprints, clothing, handwritings, documents and
28 effects which bear a form of identification such as a person's name,

- 1 address, photograph, Social Security number or driver's license number,
2 and Software, hardware and documents related to key stroke loggers and;
3 7. Emails, pictures, Calendars, Appointments, memo's, notations, text and any
4 other form of documentation or communication from 2006 to present.
5 8. Cameras and camera digital media storage cards containing photographs or
6 video of the subjects at theatre events, gatherings, dinners, trips, and
7 sporting events,
8 9. Receipts, copies of expense reports, bank statements, check ledgers and
9 credit card statements for Visa card belonging to Henry Amigable ending
10 with number 1060.
11 10. Any hard copies of calendars, date books or "day planners".
12 11. Any telephone records, bills receipts or statements.
13 12. Any prints of photographs of the subjects listed in the warrant while
14 attending theater events, gatherings, dinners, trips and sporting events, and
15 any programs, passes, tokens, souvenirs, mementos, or other memorabilia
16 related to those events;

17 Based on my training and experience and from my discussions with Computer
18 Forensic Experts (CFE), a forensic computer examination will tend to result in the recovery
19 of digital evidence related to the crime, such as account information and records of
20 communications between conspirators and/or potential victim(s). Additionally, the computer
21 must be seized or imaged in order to protect the data from accidental or deliberate alteration
22 and to preserve the evidence contained on the hard disk drive(s).

23 During the forensic computer examination unfamiliar hardware and software often
24 hampers the investigation by delaying the examination while forensic computer specialist
25 attempt to determine the nature and function of hardware and software. This will delay the
26 time it takes to obtain digital evidence, exculpatory information, return of the computer to the
27 owner and/or complete the examination. For this reason, manuals, computing or data

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1 processing literature, referencing computer programs, hardware and software must be seized
2 to facilitate the forensic examination.

3 It would be inappropriate for a CFE to undertake any form of "partial" image or
4 examination during the course of an on-site computer search. A CFE cannot accurately "copy
5 all images" or download "any emails" from a targeted computer system or other types of
6 original digital evidence while "in the field." Data can be spread through many portions of
7 the original digital evidence and may be lost if the CFE is not allowed to make a full and
8 complete image of the original digital evidence. There may be other factors that arise on-site
9 that cannot be foreseen at the time of the preparation of a search warrant application. The
10 CFE should be allowed a reasonable period of time in which to conduct the forensic imaging
11 process.

12 I know from training and experience it has become commonplace for individuals to
13 maintain electronic phonebooks in portable electronic storage devices including cellular
14 phones, personal data assistants (PDAs), mobile data assistants (MDAs) and computers. I
15 now it is common for individuals to use these devices to store images, records, and contact
16 information for victims, associates and co-conspirators. I believe computers; cellular phones
17 and PDAs found during the searches of the listed locations, vehicle, and persons will provide
18 investigators with information related to the schemes described above. Once seized we
19 intend to search said devices for evidence of stated here in criminal activity in the form of
20 Emails, pictures, calendars, appointments, memo's, notations, texts and any other form of
21 documentation or communications from 2006- present.

22 **AFFIANT'S QUALIFICATIONS**

23 I am a peace officer employed as a Supervising District Attorney Investigator by the
24 San Diego County District Attorney's Office and have been so employed for approximately
25 twelve years. I am currently assigned to the Special Operations Division and have been so
26 assigned for approximately eleven years. I was employed by the Naval Criminal
27 Investigative Service for twenty-two years immediately prior to working at the San Diego
28 County District Attorney's Office. Prior to that, I was employed by the New York State

1 Special Prosecutor's Office for three years. During my career, I have investigated numerous
2 political corruption cases.

3 **PROBABLE CAUSE**

4 **Investigative Overview / Reasons for the investigation**

5 During the course of my duties with the District Attorney's Office I was assigned to
6 investigate allegations involving the Sweetwater Union High School District Superintendent
7 Jesus M. Gandara and School Board members failing to report gifts, travel funds, and alleged
8 misuse of school district credit card. In addition I was asked to investigate a complaint
9 received from a professor at Southwestern College who reported violations of the California
10 conflict of interest code. The allegations involved the expenditure of Proposition R funds.
11 Prop R was a bond measure passed by South County voters for new construction and facility
12 updates at Southwestern College, Chula Vista, CA in November 2008. Complainant also
13 alleged contracts entering into by Southwestern College (SWC) using Prop R violated Public
14 Contract Code section 10411

15 As described in this affidavit, I now believe that I have probable cause to believe that
16 elected officials, officers and administrators of the Sweetwater Union High School District
17 and Southwestern College have committed various felony and misdemeanor violations of law
18 related to the receipt of gifts from contractors and other related entities and individuals with
19 those governmental entities. The gifts were in excess of the "gift limit" and not fully and
20 properly reported as required by law, specifically, the Political Reform Act (Cal. Gov. Code,
21 sec. 87103(e)) and in conflict of interest provisions of the Political Reform Act relating to
22 disclosure and voting. The evidence suggests the existence of a corrupt "pay to play" culture
23 surrounding the award of construction contracts by these two governmental agencies.

24 **Investigative process**

25 During the course of my duties, I have learned the following information based upon
26 my discussions with the named witnesses and review of both public record and private
27 records. My review of public information started with numerous articles written regarding the
28 ongoing issues at both Sweetwater Union High School District and Southwestern College.

1 Additionally I have reviewed minutes from board meetings, Construction Management
2 Contracts, Major Donor reports, and emails related to the above issues at Sweetwater Union
3 High School District and Southwestern College.

4 **Investigation Overview**

5 I have conducted numerous interviews to include Sweetwater Union High School
6 District School Board members, the interim Superintendent, Chief Financial Officer,
7 Assistant Superintendent for Human Resources and staff personnel. I also interviewed
8 elected officials, to include the Mayor of Chula Vista, the Mayor of National City, San Diego
9 City Councilman, County Supervisors, former school administrators, current and former
10 teachers and community business leaders. I have reviewed both public and private records
11 obtained through the Sweetwater Union High School District interim Superintendent and the
12 school district retained legal counsel Garcia, Caldron & Ruiz (GCR), and from internet web
13 sites. I have reviewed paid invoices, contracts, emails, calendars, credit card receipts, Board
14 minutes and agendas and private records obtained through the cooperation of Gilbane
15 Building Company of expense statements submitted by former Gilbane Vice President Henry
16 Amigable for expenditures associated with the entertainment and gifts provided to members
17 of the Sweetwater Union High School District (SUHSD) Board of Trustees and their
18 immediate families, Superintendent Gandara and his immediate family, school district staff
19 members and their immediate families. Henry Amigable also provided entertainment and
20 gifts to members of Southwestern College (SWC), including the President, Vice President,
21 members of the Governing Board, college administrators and the Senior Director of Business
22 Operations & Facilities Planning.

23 I have examined public records to include California Statement of Economic Interests form
24 700 for all of Sweetwater Union High School District Board members and Administrative
25 personnel and Southwestern College Governing Board members and senior college
26 administrators.

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Source of Information

I have reviewed the California Secretary of State Campaign Financial records website and examined the California form 460, Recipient Committee Campaign Statements for office holders and candidates for campaign contributions made to current and former board members of both the Sweetwater Union High School District and Southwestern College Governing Board. I have also reviewed the Statement of Economic Interests of mandated reporters for both Sweetwater Union High School District and Southwestern College.

Background Information

On September 1, 2006, Dr. Jesus M. Gandara was hired as the Superintendent for the Sweetwater Union High School District.

On November 7, 2006, voters in the Sweetwater Union High School District approved Proposition O, a \$644 million dollar bond measure to renovate, upgrade and provide major repairs of existing school facilities, construct and acquire new school buildings and support facilities, and related facilities costs.

On February 20, 2007, the SUHSD Board of Trustees directed the Superintendent Gandara to initiate the Request for Qualifications process for Program Management Services and recommended a finalist to the board.

On February 26, 2007, a Request for Qualifications/Request for Proposal (RFQ/RFP) for Program Management Services was issued. The RFQ/RFP was widely advertised in local newspapers, trade publications, the district web site and distributed to potential firms. A total of seven proposals were received by the March 23, 2007 deadline and reviewed by a screening committee. Experience, size of jobs completed, financial strength of company as well as the experience of proposal team members presented in the RFQ/RFP's were evaluated by staff. The screening committee consisted of Ramon Leyba, Chief Operating Officer; Katy Wright, Director of Planning; and Iva Butler, Facilities Accounting Supervisor. Each package was evaluated against the same criteria. The panel determined all seven packages met the requirements of the RFQ/RFP.

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1 The initial interview committee consisted of the following members: Ramon Leyba,
2 Chief Operating Officer; Dianne Russo, Chief Financial officer; Wes Braddock, High School
3 principal; Aerobel Banuelos, representative from the school district retained law firm Garcia,
4 Caldron & Ruiz, LLP; and Lou Smith, Vice President, Facilities Management &
5 Development.

6 On March 30, 2007, the panel interviewed each team and rated them against a
7 common set of requirements and objectives, and determined that three firms should return for
8 final interviews.

9 The final interview committee consisted of the following members: Superintendent
10 Gandara; Ramon Leyba, Assistant Superintendent of Facilities and Operations; Aerobel
11 Banuelos, Representative from Garcia, Caldron & Ruiz, LLP; and Ralph Munoz, Capitol
12 Project Manager.

13 On April 20, 2007, the panel interviewed each team and evaluated them against
14 rigorous and objective criteria that are reflective of the school district's requirements for
15 implementing Proposition O.

16 After further review and evaluation by the Superintendent and the selection
17 committee, the committees designated that the top applicant for Program Management
18 Services is Gilbane/SGI. The Superintendent recommended Gilbane/SGI as the top candidate
19 and sought authority to negotiate a contract with Gilbane/SGI for Program Management
20 Services. Harris & Associates was the alternate for Program Management Services should
21 negotiations with Gilbane/SGI proved unsuccessful; the district would seek the authority to
22 negotiate with Harris & Associates.

23 On May 7, 2007, during a public board meeting, Ramon Leyba indicated that Board
24 Agenda item J-02, approve interim agreement with Gilbane/SGI for Program Management
25 Services for Proposition BB Bond Measure, would allow a smooth transition to Gilbane/SGI
26 for any projects that Harris & Associates anticipates will remain unfinished, as well as the
27 Summer Sprint projects. The Gilbane/SGI agreement would not exceed the remaining
28 balance on the Harris & Associates contract for Proposition BB services. Ramon Leyba, at

1 the same public meeting, indicated that Board Agenda item J-01, approve interim agreement
2 with Gilbane /SGI for Program Management Services for the Proposition O Bond Measure,
3 will allow Gilbane/SGI to begin work on necessary activities until a formal agreement is
4 approved by the board on June 11, 2007.

5 On May 16, 2007, at a regular board meeting, the Superintendent recommended, and
6 the Board approved, an interim agreement with Gilbane/SGI for Program Management
7 Services for Proposition O Bond Measure.

8 On June 11, 2007, the board did not address the Gilbane/SGI contract.

9 On December 10, 2007, at an SUHSD Organizational Board meeting, Superintendent
10 Gandara recommended an extension of the Proposition O Program Management Contract,
11 which the board approved.

12 On January 28, 2008, at a regular board meeting, Superintendent Gandara
13 recommended that SGI/Gilbane be awarded a \$7,500,000 permanent project management
14 contract for the bond construction. The Board approved with a 5-0 vote.

15 On May 20, 2008, Superintendent Gandara recommended Proposition O Program
16 Management Contract amendment for the first nine projects of Proposition O for an amount
17 not to exceed \$9.9 million. The Board approved the amendment with a 3-2 vote.

18 On November 4, 2008, the voters of Southwestern College District (SWC) approved
19 Proposition R, a \$389 million dollar bond measure to renovate, upgrade and provide major
20 repairs to existing school facilities, construct and acquire new school buildings and support
21 facilities, and related facilities costs.

22 In March 2009, Henry Amigable resigned from Gilbane Building Company prior to
23 being terminated. In April, 2009, Amigable was hired by Seville Construction Services
24 (SCS).

25 On September 9, 2009, Johnny (John) Wilson, Senior Director of Business Operations
26 & Facilities Planning announced his retirement effective December 30, 2009, and the SWC
27 Board approved.

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1 On November 18, 2009, Southwestern Governing board selected Seville Construction
2 Services Inc. as the Project Managers for Proposition R.

3 On May 11, 2010, Seville Construction Services submitted an invoice for period
4 ending April 30, 2010 listing John Wilson as a Program Liaison, and billed SWC for \$19,470
5 for 118 hours at \$165.00 an hour for Wilson's services.

6 **Start of Investigation**

7 The investigation involving Sweetwater Union High School District was initiated
8 after being contacted by Kathleen Cheers, Fran Brinkman, Stuart Payne and John Brickely.
9 The group of concerned citizens reported numerous Brown Act violations and fraud
10 involving the Sweetwater School District Superintendent Jesus M. Gandara and retained
11 legal counsel Bonny Garcia. The alleged fraud involved misuse of a school credit card by
12 Gandara and false invoices submitted by a public relations subcontractor hired by the school
13 district's retained legal counsel, Garcia, Caldron & Ruiz, LLP. Stuart Payne further alleged
14 that Hector Romero, President of HAR Construction, whose construction company had been
15 awarded a construction contract for Southwest Middle School under Proposition O, had been
16 entertaining Gandara and his spouse by buying them meals, beverages and personal gifts.
17 Bertha Lopez, Sweetwater School Board District Board of Trustees member, had reported
18 that Superintendent Gandara misappropriated school funds by using a school credit card to
19 pay for personal and family expenses and travel. She also stated Gandara circumvented the
20 school board by having the school board's retained counsel hire a public relations firm and
21 that the PR firm submitted false invoices directly to the school board for payment, which was
22 authorized by Gandara.

23 There have been a series of newspaper articles by the San Diego Union Tribune and
24 the San Diego Reader reporting similar allegations of false invoices submitted by Scott
25 Alevy, a communications professional hired by the school's retained legal counsel, Garcia,
26 Caldron & Ruiz, misuse of the school district credit card by Superintendent Gandara, and the
27 Superintendent inviting school district contractors to his daughter's bridal shower and
28 announcing the availability of a money tree at the event.

1 **Evidence of wrongdoing**

2 I have found that a number of Board members and school administrators failed to
3 report gifts they apparently received from Henry Amigable as delineated in the Gilbane
4 Building Company records as depicted herein. The total dollar value of the gifts received was
5 over \$10,000 Additional unreported gifts were made by Gilbane employee Henry Amigable
6 to a Southwestern College board member and Southwestern College board member and
7 district employee.

8 I interviewed Hector Romero, President of HAR Construction, and he admitted
9 purchasing dinners, lunches and drinks for Board members Greg Sandoval and his wife
10 Imelda, Arlie Ricasa, Bertha Lopez, and Superintendent Gandara and his wife Jenny, and
11 buying gifts for Superintendent Gandara and his wife and renting a Halloween costume for
12 Superintendent Gandara. Romero provided various forms of documentation regarding his
13 expenditures. Romero also reported making contributions to Arlie Ricasa's and Bertha
14 Lopez's political campaigns and donating to the Sweetwater Educational Foundation and the
15 Mariachi Foundation. He additionally reported being with Superintendent Gandara in Mexico
16 when Superintendent Gandara contacted SGI Program Manager Jamie Ortiz and solicited a
17 \$20,000 contribution to Jim Cartmill's campaign for SUHSD School Board. Romero also
18 advised that SGI made a \$12,500 contribution to John McCann's campaign for the school
19 board. Romero reported being pressured to make an \$8000 donation to the Sweetwater
20 Educational Foundation by SGI Program Manager Jaime Ortiz and later voluntarily made
21 contributions to Ricasa's and Lopez's campaigns. Romero stated he made the contribution to
22 the political campaigns of Ricasa and the donations to the Mariachi Foundation with the hope
23 of being awarded additional construction contracts through a "lease-lease back" contract.
24 Romero further admitted developing a relationship with Superintendent Gandara in an effort
25 to gain favors and to assist Romero in getting paid for work he performed for the school
26 district. Romero claimed to have been harassed by SGI Jaime Ortiz, who he claimed was
27 responsible for not approving work performed by HAR Construction, causing Romero to not
28 be paid. Subsequently, HAR Construction's contract with the school district was terminated

1 and Romero filed a civil suit. Romero provided his American Express statements, cancelled
2 checks, text messages and photographs in support of his claims of entertainment expenses
3 and contributions to political campaigns and donations to the foundations. According to
4 Romero's records, he spent \$1,568.59 in 2010 on Superintendent Gandara and his wife, and
5 \$707.92 on Sandoval and his wife. Public records revealed Sandoval reported receiving gifts
6 valued at \$225.00 from HAR Construction and Superintendent Gandara claimed no
7 reportable interests on any schedule for 2010. Superintendent Gandara did not report
8 receiving any gifts even though he is a mandated reporter.

9 **Significant events and continued evidence of wrongdoing**

10 (N/R – denotes gift of meal/beverage/tickets not reported as required by the California
11 Reform Act.)

- 12 • On January 19, 2007, Henry Amigable and his wife Angela host a dinner for
13 Superintendent Gandara, his spouse, Board members Greg Sandoval, his spouse and
14 BCA Architects, Paul Bunton and Rachael Del Fierro. The cost of the dinner less tip
15 is \$1162.08. N/R
- 16 • On February 2, 2007, Amigable bought lunch for former Sweetwater School District
17 interim Superintendent Bruce Husson and former Sweetwater School District Director
18 of Planning, Construction and Maintenance Katy Wright. The cost of the lunch less
19 tip is \$83.62.
- 20 • On February 20, 2007, the board of trustees directed Superintendent Gandara to
21 initiate the Request for Qualifications process for Program Management Services and
22 recommend a finalist to the board.
- 23 • On February 24, 2007, Amigable took Ramon Leyba, Sweetwater School District
24 Assistant Superintendent for Facilities and Operations, his wife and John Wilson,
25 Director of Facilities and Operations, Southwestern College and Southwestern
26 College Board member Yolanda Salcido to dinner. The cost of the dinner less the tip
27 is \$696.66. N/R

28 ///

- 1 • On February 26, 2007, a Request for Qualifications/Request for Proposal (RFQ/RFP)
2 for Program Management Services was issued. The RFQ/RFP was widely advertised
3 in local papers, trade publications, in the school district's web site and was distributed
4 to potential firms. A total of seven proposals were received by the March 23, 2007
5 deadline and reviewed by a screening committee. Experience, size of jobs completed,
6 financial strength of company as well as the experience of proposal team members as
7 presented in the RFQ/RFP's were evaluated by staff. The screening committee
8 consisted of Ramon Leyba, Chief Operating officer, Katy Wright, Director of
9 Planning and Iva Butler, Facilities Accounting Supervisor. Each package was
10 evaluated against the same criteria. The panel determined that all seven packages met
11 the requirements of the RFQ/RFP.
- 12 • On March 2, 2007, Amigable took Board member Greg Sandoval and his wife Imelda
13 to dinner. The cost of the dinner less the tip is \$646.23. **N/R**
- 14 • On March 9, 2007, Amigable and his wife Angela hosted a dinner for Superintendent
15 Gandara, his daughter Elizabeth, and Board members Greg Sandoval and his wife
16 Imelda, Arlie Ricasa and her husband Ed Bagaporo, and SGI President Rene Flores.
17 The cost of the dinner and wine less the tip is \$1741.70. **N/R**
- 18 • On March 30, 2007, the SUHSD selection panel interviewed each team and rated
19 them against a common set of requirements and objectives, and determined that three
20 firms should return for final reviews. The panel recommended three finalists for
21 Program Management Services in this order; Harris & Associates, Gilbane/SGI and
22 DMJM. The initial interview committee consisted of the following members: Ramon
23 Leyba, Chief Operating Officer; Dianne Russo, Chief Financial Officer; Wes
24 Braddock, High School Principal; Aerobel Banuelos, representative from Garcia,
25 Caldron & Ruiz, LLP; and Lou Smith, Vice President, Facilities Management &
26 Development.
- 27 • On March 30, 2007, Amigable took SUHSD Board member Greg Sandoval,
28 Southwestern College Director of Facilities and Operations John Wilson and guest to

1 dinner. The cost of the dinner less the tip is \$629.53. N/R

- 2 • On April 2, 2007, Amigable took Ramon Leyba, SUHSD Assistant Superintendent for
3 Facilities and Operations to dinner. The cost of the dinner less the tip is \$192.69. N/R

4 On April 20, 2007, the panel interviewed each team and evaluated them against
5 rigorous and objective criteria that are reflective of the district's requirements for
6 implementing Proposition O. After further interview and evaluation by Superintendent
7 Gandara and the selection committee, the committees designated that the top applicant for
8 program Management Services was Gilbane/SGI. Superintendent Gandara recommended
9 Gilbane/SGI for Program Management Services. Harris & Associates was the alternate for
10 Program Management Services, and should negotiations with Gilbane/ SGI prove
11 unsuccessful, the district would seek the authority to negotiate with Harris & Associates. *The*
12 *final interview committee consisted of the following members: Dr. Jesus M. Gandara,*
13 *Superintendent; Ramon Leyba, Assistant Superintendent of Facilities and Operations;*
14 *Aerobel Banuelos, representative from Garcia, Caldron, & Ruiz LLP; and Ralph Munoz,*
15 *Capitol Project Manager.*

16 Ramon Leyba was interviewed and stated he participated in the selection process for
17 Program Management Services. He served on both the committees and the on the final
18 selection panel. *He said in his opinion it was clear that Gilbane/SGI was Superintendent*
19 *Gandara's choice and that the final selection panel swayed heavily in their favor.* Leyba
20 reported that Harris & Associates, who had been the Program Management for Proposition
21 BB for Sweetwater School District, had done an excellent job and it would have been much
22 more cost effective for the school district to have awarded them the Program Management
23 Services contract for Proposition O. *Leyba said he was the only opposing vote for*
24 *Gilbane/SGI and was subsequently removed from his position as Assistant Superintendent for*
25 *Facilities & Operations by Superintendent Gandara.* He was made the Director of Adult
26 Education and incurred a \$20,000 cut in pay. Ralph Munoz, a member of the finalist panel,
27 was interview and indicated that all three finalists were competent, capable construction
28 companies. They all were experienced with good track records and there was very little

1 difference between them. However, he remembered Superintendent Gandara voiced a
2 preference and wanted to select Gilbane/SGI.

3 On May 7, 2007, during a public board meeting, Ramon Leyba indicated that Board
4 Agenda item J-02 to approve interim agreement with Gilbane/SGI for Program management
5 services for the Proposition BB Bond Measure, would allow a smooth transition to
6 Gilbane/SGI for any projects Harris & Associates anticipates will remain unfinished, as well
7 as the Summer Sprints projects. The Gilbane/ SGI agreement would not exceed the
8 remaining balance on the Harris & Associates contract for Proposition BB services. Ramon
9 Leyba, at the same public meeting indicated that Board agenda item J-01 to approve interim
10 agreement with Gilbane/SGI for Program Management Services for the Proposition O Bond
11 Measure, will allow Gilbane/SGI to begin work on necessary activities until a formal
12 agreement is approved by the board on June 11, 2007.

- 13 • On May 11, 2007, Amigable took Ramon Leyba, Sweetwater School District Assistant
14 Superintendent for Facilities and Operations to lunch. The cost of the lunch less the tip
15 is \$38.00. N/R
- 16 • On May 12, 2007, Amigable took SUHSD Board member Arlie Ricasa and her
17 husband to dinner. The cost of the dinner less the tip is \$313.18. N/R
- 18 • On May 14, 2007, Amigable took three people to dinner, including Ramon Leyba,
19 Sweetwater School District Assistant Superintendent for Facilities and Operations.
20 The cost of the dinner less the tip is \$167.02. N/R
- 21 • On May 16, 2007, at a regular Board meeting, Superintendent Gandara recommended
22 approving an interim agreement with Gilbane/SGI for Program Management Services
23 for the Proposition O Bond Measure. The Board of Trustees approved Gilbane/SGI's
24 interim Program Management Contract for Proposition O Bond Measure.
- 25 • On May 17, 2007, Amigable took Sweetwater School District Assistant
26 Superintendent Ramon Leyba and SGI Program Manager Jaime Ortiz to lunch. The
27 cost of the lunch lees the tip is \$60.40. N/R

28 ///

- 1 • On June 11, 2007, at the regular Sweetwater Union High School District Board
2 meeting, the Gilbane/SIGI contract was not on the agenda.
- 3 • On June 14, 2007, SGI contributed \$3600 to SUHSD Board President Arlie Ricasa's
4 campaign for State Assembly District 78.
- 5 • On June 16, 2007, Amigable and his wife Angela took SUHSD Board member Pearl
6 Quinones, Superintendent Gandara and his wife Jenny, and Rosario Nunez to dinner.
7 The cost of the dinner less the tip is \$835.66. **N/R**
- 8 • On June 18, 2007, Amigable and his wife Angela took Ramon Leyba and his wife
9 Lupe, and Pat Buckley to dinner. The cost of the dinner less the tip is \$212.82. **N/R**
- 10 • On June 20, 2007, Amigable paid for drinks and appetizers for SUHSD Board
11 Member Greg Sandoval and SWC Director of Facilities and Maintenance John
12 Wilson. The cost less tip is \$53.34. **N/R**
- 13 • On July 24, 2007, Amigable took Superintendent Gandara to lunch. The cost of the
14 lunch less tip is \$14.09. **N/R**
- 15 • On August 11, 2007, Amigable and his wife Angela took Superintendent Gandara and
16 his wife Jenny to dinner. The cost of the dinner less the tip is \$175.53. **N/R**
- 17 • On August 15, 2007, Amigable took Superintendent Gandara to lunch. The cost of the
18 lunch less the tip is \$58.47. **N/R**
- 19 • On August 17, 2007, Amigable took SUHSD Board member Greg Sandoval, SWC
20 Director John Wilson and Art Lopez to lunch. The cost of the lunch is \$85.66 less the
21 tip. **N/R**
- 22 • On August 24, 2007, Amigable and his wife Angela took SUHSD Board member
23 Greg Sandoval, and Ernie Comacho from Pacifica Services to dinner. The cost of the
24 dinner less the tip is \$384.35. **N/R**
- 25 • On September 8, 2007, Amigable and his wife Angela took Superintendent Gandara
26 and his wife Jenny to dinner. The dinner costs less tip is \$360.96. **N/R**
- 27 • On September 13, 2007, Amigable paid for drinks for SUHSD Board member Greg
28 Sandoval and his wife, and Superintendent Gandara and his wife at the Hotel Del

1 Coronado at a cost of less tip is \$87.28. N/R

2 • On October 8, 2007, Amigable made a donation of \$1000 to the National Latino
3 Education Fund (NALEO) at the behest of SUHSD Board member Pearl Quinones.
4 N/R

5 • On October 11, 2007, Henry Amigable and his wife Angela treated Superintendent
6 Gandara and his wife Jenny to dinner and the theatre. The cost for dinner and tickets
7 to the theatre less the tip is \$482.09. N/R

8 • On October 26, 2007, Henry Amigable and his wife Angela hosted a dinner for
9 SUHSD Board members Greg Sandoval and his wife Imelda, Arlie Ricasa and her
10 husband, and Superintendent Gandara and his wife Jenny. The cost of the dinner less
11 the tip is \$797.73. N/R

12 • On November 2, 2007, Amigable entertained SUHSD Board member Pearl Quinones,
13 Rosario Nunez, and Jaime Ortiz to dinner and tickets to the performance of the
14 musical play, "Jersey Boys", for a total cost less tip of \$976.23. **Dinner is N/R**

15 • On November 10, 2007, Amigable and his wife Angela treat SUHSD Board member
16 Greg Sandoval and his wife Imelda, and Superintendent Gandara and his wife Jenny
17 to dinner and tickets to the "Jersey Boys." The cost of the dinner and tickets less the
18 tip is \$1103.22. **Superintendent Gandara did not report dinner and/or tickets.**
19 **Sandoval reported tickets.**

20 • On December 8, 2007, Henry Amigable and his wife Angela took SUHSD Board
21 member Greg Sandoval, and Superintendent Gandara and his wife Jenny to dinner and
22 drinks at the Hyatt Hotel. The cost of the dinner and drinks less tip is \$701.07. N/R

23 On December 10, 2007, at a Sweetwater Union High School District organizational
24 board meeting, Superintendent Gandara recommended approval of an extension of the
25 Proposition O interim Program Management Contract. Superintendent Gandara reported that
26 on May 16, 2007, the Board of Trustees approved Gilbane/SGI's Interim Program
27 Management Contract for Proposition O Bond Measure. Since May, staff and program
28 management personnel have been focusing on transitioning duties from Harris & Associates

1 and managing the Summer Sprint construction projects. In the past few weeks, the team
2 along with legal counsel, has had an opportunity to address the program management
3 agreement that would take over the interim agreement upon board approval and execution.
4 However, those discussions had not concluded in time for the December Board meeting. This
5 60 day contract extension will cover the time period until the item can be presented at the
6 January 2008 meeting.

- 7 • On December 21, 2007, SGI contributed \$2500 to SUHSD Board member Jim
8 Cartmill's campaign committee, "Friends of Jim Cartmill."
- 9 • On January 5, 2008, Henry Amigable and his wife Angela hosted a dinner for SUHSD
10 Board member Greg Sandoval and his wife Imelda, Superintendent Gandara and his
11 wife Jenny, and Southwestern College Art Lopez and guest. The cost of the dinner
12 less the tip is \$1090.70. N/R
- 13 • On January 25, 2008, Henry Amigable took SUHSD Board member Greg Sandoval
14 and his wife Imelda to dinner. The cost of the dinner less the tip is \$185.71. N/R
- 15 • On January 28, 2008, at the SUHSD regular Board meeting. Superintendent Gandara
16 recommended approving Proposition O Program Management Contract and awarded a
17 three year contract valued at \$7, 500,000 to Gilbane/SGI. Superintendent Gandara's
18 recommendation was approved by the Board with a five yes vote.

19 As a result of the above facts and the expense statements provided by Gilbane Building
20 Company, I have determined that in 2007, Henry Amigable curried favors and received
21 preferential treatment from Superintendent Gandara and several board members by "wining
22 and dining" them prior to Gilbane/SGI being selected and awarded a 7.5 million dollar
23 Program Management Contract. SUHSD Board Members Greg Sandoval, Arlie Ricasa, Pearl
24 Quinones and Bertha Lopez and Superintendent Gandara did not report the gifts they
25 received as required on their form 700's on an annual basis. Instead they appeared to have
26 filed, under penalty of perjury, Form 700 documents that were false. Their actions violate
27 Penal Code Section 115, a felony; Penal Code Section 118, a felony; and Government Code
28 section 87100, a misdemeanor. Additionally, by participating in decisions in which they had

1 a financial interest, that being specifically receiving gifts from one source in excess of \$250
2 dollar in the prior 12 months, they also violated Government Code Section 87103(e).

3 **Evidence of "Proposition O" Quid Pro Quo**

4 I have reviewed SUHSD Board member Arlie Ricasa's California Statement of
5 Economic Interests form 700 for 2007 and 2008. She did not report any reportable interests
6 on any schedule for either year. Board member Pearl Quinones listed \$45.00 theatre tickets
7 from Gilbane and listed no reportable interests on any schedule for 2008. Board member
8 Greg Sandoval only listed \$250 for two theater tickets in 2007 from Gilbane, \$120.00 in
9 Padres tickets and \$100.00 for dinner in 2008 from Gilbane. Superintendent Gandara listed
10 no reportable interests for both 2007 and 2008.

11 Arlie Ricasa, Pearl Quinones, Greg Sandoval and Superintendent Gandara all violated
12 the California Political Reform Act Government Code sections (87100 -91014) which
13 requires most state and local government officials and employees to publicly disclose their
14 personal assets and income. They also must disqualify themselves from participating in
15 decisions that may affect their personal economic interests and they are required to report
16 gifts. Gifts received by most state and local officials, employees and candidates are subject to
17 a limit. For the years 2010 -2011, the gift limit remains at \$420.00 from a single source
18 during a calendar year.

19 In reviewing Superintendent Gandara's calendar, I have identified a number of
20 meetings he had with SGI Program Manager Jaime Ortiz in 2008, 2009 and 2010 during the
21 lunch hour. I checked the school district credit card receipts submitted by Superintendent
22 Gandara but did not find any receipts for the lunches. I also reviewed the California Secretary
23 of State website Campaign Finance section for campaign contributions made by all of the
24 seven companies which competed for the Sweetwater Union High School District
25 Proposition O Program Management Contract for the years 2007 through 2010. None of the
26 companies other than SGI reported making any contributions to Sweetwater Union High
27 School Board members or candidates of the Sweetwater School District Board, or
28 contributions to School Board members running for other political offices. SGI contributed a

1 total of approximately \$81,500 from 2007 through 2010 to various political campaigns,
2 including totals of \$13,600 to Arlie Ricasa and \$22,500 to Friends of Jim Cartmill. Some of
3 these contributions were made prior to the SUHSD Board's approval of the Proposition O
4 Program Management Contract on January 28, 2008. SGI also contributed \$12,500 to John
5 McCann for School Board 2010; \$23,900 to Pearl Quinones; \$2000.00 to friends of Bertha
6 Lopez; and \$7000 to Friends of Greg Sandoval.

7 Henry Amigable continued to "Wine and Dine" the Sweetwater School Board and
8 Superintendent during 2008 through March 2009, when he resigned from Gilbane Building
9 Company. Superintendent Gandara entertainment expenses paid by Gilbane from 2007
10 through March 2009 is \$6,134.95, of which \$1000 was given to his daughter Elizabeth
11 Gandara for fees associated with a beauty pageant. School Board member Greg Sandoval
12 received \$5270.85, of which \$500 was paid to Sandoval's daughter, Vanessa Sandoval, for a
13 beauty pageant scholarship. Pearl Quinones received \$1872.23, Arlie Ricasa received
14 \$1,380.22, Bertha Lopez received \$605.56, and Assistant Superintendent Ramon Leyba
15 received \$603.14.

16 The SUHSD contract with Gilbane/SGI expired on May 31, 2010. The School Board
17 decided not to renew the Gilbane/SGI contract for Program Management Services. However,
18 the Board voted to award the contract solely to SGI and in doing so, claimed to have saved a
19 million dollars. The elimination of Gilbane from the contract gave SGI a 51% increase in
20 their revenue.

21 In March 2009, Henry Amigable resigned from Gilbane Building Company and was
22 subsequently hired by Seville Construction Services. I contacted Thomas Gilbane and
23 determined Amigable resigned just prior to being fired. Gilbane reported problems with
24 Amigable's work performance and abuse of client entertainment expenditures. Gilbane was
25 apprised of the allegations involving the school district and pledged his cooperation. He
26 provided Amigable's expense statements involving the Sweetwater School District.

27 I interviewed Gilbane Building Company Vice President/District Manager John
28 Keefer and Senior Vice President and General Counsel Brad A. Gordon. They reported

1 Henry Amigable had been hired by Gilbane as the District Manager and Vice President of
2 Business Development for San Diego. Amigable established the district office in San Diego
3 and was in charge of the office when Gilbane entered into a joint venture with SGI and
4 competed for the Sweetwater school district Program Management Contract. Amigable was
5 instrumental in arranging the joint venture and the agreement divided the interest in the
6 contract as a 51/49 % partnership. Amigable's closest supervisor was in Phoenix, Arizona
7 and he submitted all of his paperwork, including expense statements, to that office. During
8 the course of the Gilbane/SGI venture, Amigable's work performance and entertainment
9 expenditures came into question, as they exceeded and violated the Gilbane Building
10 Company's code of ethics, especially involving publicly funded clients. Amigable was
11 counseled and was closely supervised, which led to his resignation and Gilbane's diminished
12 role at Sweetwater School District. John Keefer replaced Amigable at the Sweetwater School
13 District project. He reported being treated as an outsider and that SGI Jaime Ortiz had
14 developed a close relationship with both the School Board and Superintendent Gandara.
15 Keefer knew Jaime Ortiz was entertaining board members. Keefer further reported that HAR
16 Construction, which had strong ties to some of the board members, was having difficulties in
17 meeting time schedules and had cash flow problems. Keefer stated HAR Construction was
18 using their connections to avoid being terminated.

19 **Southwestern College Proposition R**

20 Henry Amigable resigned from Gilbane Building Company and was subsequently
21 hired by Seville Construction Services in April, 2009. Amigable was instrumental in Seville
22 Construction Services being awarded the Proposition R Program Management Contract at
23 Southwestern College due to his close relationship with SWC Board member Yolanda
24 Salcido and John Wilson, Senior Director of Business Operations & Facilities Planning.
25 Amigable provided meals, beverages and sporting events tickets to Wilson as documented in
26 Gilbane's expense statements for Henry Amigable. Wilson received a total of \$2,145.29 from
27 2006 through 2008 and Salcido received \$960.70 from Amigable in 2006 and 2007. A review
28 of both Yolanda Salcido and John Wilson's Statement of Economic Interest in part confirms

1 gifts received by Gilbane Building Company during Amigable's employment.

2 John Wilson, SWC Senior Director of Business Operations & Facilities Planning, was
3 part of a three person selection panel regarding Proposition R. On October 23, 2009, he
4 recommended to the SWC Governing Board that Seville Construction Services (SCS) be
5 awarded the Program Management Services contract for Proposition R. The Board
6 subsequently approved Wilson's recommendation on November 18, 2009. Wilson then
7 retired from SWC the following month and immediately upon retirement commenced
8 employment with SCS, a potential violation of Public Contract Code section 10411 and
9 Government Code 1090, Conflict of Interest.

10 Significant Events

- 11 • On November 4, 2008, Proposition R, a \$389 million bond measure, was approved by
12 the voters.
- 13 • In April 2009, Henry Amigable was hired by Seville Construction Services. Amigable
14 had worked for Gilbane Building Company and was responsible for the oversight and
15 management of Proposition O at SUHSD and was a former Vice President at Douglas
16 E. Barnhart Inc, now Barnhart Balfour Beatty.
- 17 • On June 10, 2009, SWC Governing Board approved hiring Nicholas Alioto effective
18 July 1, 2009, as the Vice President for Business & Financial Affairs.
- 19 • On August 4, 2009, SCS contributed \$3,900.00 to SUHSD Board member Pearl
20 Quinones' campaign for State Assembly.
- 21 • On September 9, 2009, John Wilson's retirement is approved by the Board effective
22 December 30, 2009.

23 On November 18, 2009, SWC Governing Board approved Seville Construction Services,
24 Inc as Program Manager for Proposition R and awarded SCS a five year contract to
25 November 30, 2014. John Wilson and Nicholas Alioto were part of a three person selection
26 panel and made the recommendation to the SWC Governing Board to award Seville
27 Construction Services the contract after a final interview on October 23rd 2009. In December,
28 2010, Vice President Nicholas Alioto initiated a contract for a company named "John Wilson

1 Consulting” to assist in the overall management and supervision of all aspects of the
2 District’s bond related capital construction program. In January 2011 that contract is pulled
3 from the SWC Governing Board agenda for the January 19, 2011 meeting.

- 4 • On December 30, 2009, John Wilson retired from SWC and is subsequently hired by
5 Seville Construction Services.
- 6 • On May 11, 2010, a Seville Construction Service invoice is submitted to SWC, billing
7 the college for John Wilson as a Program Liaison for 118 hours at \$165.00 per hour,
8 for a total of \$19,470. The invoice is approved by Nicholas Alioto. Wilson continues
9 his employment with SCS through August 2010 and SWC is billed a total of \$80,850
10 for John Wilson’s services.
- 11 • On May 18, 2010, SCS contributed \$2500 to SWC Governing Board member
12 committee “Friends of Yolanda Salcido” and \$2500 to SWC Governor Board member
13 committee “Friends of Terri Valladolid.”
- 14 • On June 30, 2010, SCS contributed \$5000 to the committee, “Friends of Yolanda
15 Salcido”, and \$5000 to the committee, “Friends of Terri Valladolid.”
- 16 • On August 2, 2010, SCS contributed \$2000 to Governing Board member Jorge
17 Dominguez’s campaign for the SWC Board.
- 18 • On August 6, 2010, SCS contributed \$2000 to John McCann’s campaign to the
19 Sweetwater School Board.
- 20 • On September 2, 2010, SCS contributed \$1500 to John McCann’s campaign to the
21 Sweetwater School Board.
- 22 • On October 12, 2010, SCS contributed \$2000 to Jorge Dominguez’s campaign for the
23 SWC Board.

24 On Wednesday, October 26th, 2011, investigators from the San Diego County District
25 Attorney’s Office –Special Operations Division served search warrants at the businesses of
26 SGI and SCS in Pasadena, CA. Investigators recovered extensive evidence relating to this
27 investigation. The investigative team recovered thousands of pages of expense reports,
28 billing statements, bank account information, credit card statements and emails directly

1 related to the subjects involved.

2 This evidence directly links or corroborates the information previously obtained in the
3 investigation. The evidence recovered documents a history of expensive dinners, gatherings,
4 parties, events and gifts that were provided to members of Sweetwater Union High School
5 District School Board, administrators and staff and/or Southwestern College Governing
6 Board members and administrative staff.

7 The evidence recovered from the businesses also showed there was extensive,
8 prolonged communications between employees of the two companies and the school board
9 members, administrators and staff. Specifically, email communications revealed meetings
10 for lunch, dinners, golf outings, and/ or tournaments and trips, parties, fundraisers, theater
11 and sporting events attended by both employees of the two companies and members of both
12 school boards and executive staffs.

13 Many of these email communications were initiated from personal email accounts
14 belonging to the school board members, administrators and executive staff. From our
15 investigation, I know that Greg Sandoval, Arlie Ricasa, Pearl Quinones, Bertha Lopez, John
16 Wilson and Nick Alioto all used their personal email accounts to communicate with
17 employees at SGI or SCS. They also used their personal email accounts to receive invitations
18 or specific details to upcoming events or trips. These emails primarily involved Rene Flores
19 and Jaime Ortiz from SGI, and Jeff Flores and Henry Amigable from SCS.

20 From the evidence recovered I know Greg Sandoval, his wife Imelda and other family
21 members received gifts of expensive dinners, tickets to sporting events, and other high priced
22 outings over a lengthy period of time because of his unscrupulous relationship with both SGI
23 and SCS. Sandoval failed to report these gifts on his "Statement of Economic Interest"
24 during several reporting periods which is signed under penalty of perjury.

25 I know Sandoval received tickets to Padre and Charger games, often seated in suites at
26 the stadiums. He received tickets to Anaheim Angels baseball games Los Angeles Lakers
27 games. I also learned he received a gift of two nights at the Biltmore Hotel in Pasadena for
28 New Years Eve 2007, and tickets to the Rose Bowl football game the following day. In fact,

1 Sandoval had his hand out asking for gifts or donations so often, even employees from SGI
2 remarked in an email that he “has no shame”. The following is a brief list of some of the
3 unreported gifts or donations Sandoval, his wife and other family members received:

- 4 • 3/9/2007 –dinner & wine - \$387.06 – Henry Amigable – Gilbane. Arlie Ricasa, her
5 husband, Ed Bagaporo, Superintendent Gandara, his daughter Liz, and Rene Flores,
6 SGI President are reported to be in attendance. Ed Bagaporo emailed Rene Flores on
7 3/13/2007—he acknowledges the dinner and meeting both Amigable and Rene Flores.
8 Rene Flores electronic appointment calendar reflects a dinner on 3/9/2007 with Arlie,
9 Greg & Supt.
- 10 • 11/10/2007 – dinner & theatre tickets - \$511.06 – Gilbane. Superintendent Gandara
11 and his spouse are reported to be in attendance. Sandoval reports on his form 700
12 receiving two theater tickets from Gilbane Company on this date. However, he under
13 reports the value of the tickets by \$80.00 and does not report the dinner.
- 14 • 12/21/2007 – SGI internal from Director of Administration to President Rene Flores
15 regarding Rose Bowl tickets and Biltmore reservations for Greg Sandoval and
16 Superintendent Gandara. Sandoval reports receiving college football ticket in his 2008
17 California Statement of Economic Interest form 700 but fails to report the hotel
18 accommodations.
- 19 • 1/5/2008 – dinner - \$272.66 – Henry Amigable- Gilbane. Superintendent Gandara, his
20 spouse, Arthur Lopez and guest are reported to be in attendance Lopez recalls the
21 dinner as his guest was a friend visiting from Washington DC and Sandoval and
22 Amigable wanted to meet her.
- 23 • 9/24/2008 – Miss South County - \$500.00 – Henry Amigable – Gilbane. Amigable
24 writes a personal check to Vanessa Sandoval. A copy of the check and invitation for
25 the Miss South County of San Diego Educational Scholarship Pageant reception is
26 provided in the expense report. Vanessa Sandoval is listed as the newly crowned
27 ambassador for Miss South County. Sandoval writes a hand written note on the
28 invitation which he dates 8/20/2008 “To: Henry Amigable your support is appreciated

1 From: Greg”

2 See attachment ‘A’ for sample emails and other documentation on Sandoval.

3 From the evidence recovered I know Arlie Ricasa received numerous dinners and gifts
4 she failed to report on her “Statement of Economic Interest” which is signed under penalty of
5 perjury. We also discovered evidence indicating SGI paid \$1,800 to send her daughter,
6 Natalie Bagaporo, to a Congressional Youth Leadership Conference. The following is a brief
7 chronology of some important events and a list of a few of the unreported gifts she received
8 and the related unlawful acts corresponding to the gifts:

- 9 • 3/9/2007 – dinner & wine – Henry Amigable – Gilbane. Superintendent Gandara, his
10 daughter Liz, Greg Sandoval, his spouse Imelda, Rene Flores and Ricasa’s husband
11 Ed Bagaporo were in attendance. Ed Bagaporo emailed Rene Flores on 3/13/2007
12 acknowledging the dinner and meeting both Rene Flores and Henry Amigable. Rene
13 Flores’ electronic appointment calendar reflected the dinner with Arlie, Greg and
14 Supt. on 3/9/2007.
- 15 • 5/12/2007-dinner- \$208.78 – Amigable and Ricasa
- 16 • 6/14/2007 – Campaign Contribution - \$3,600 – from SGI to Ricasa for 2008 State
17 Assembly campaign.
- 18 • 4/1/2008 – Ricasa submitted her California form 700 Statement of Economic Interest
19 for 2008 and failed to report any gifts or other reportable interest on any schedule
20 which is signed under penalty of perjury.
- 21 • 5/20/2008 – Campaign contribution – Email from Paul Bunton , BCA to Henry
22 Amigable. Both Bunton and Amigable claimed to have been contacted by Arlie
23 asking for more help. Amigable stated, “Yea she hit me up too? I had to deliver over
24 6k today.”

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- 5/20/2008 – Superintendent Gandara recommended amending and increasing Gilbane/SGI contract to 9.9 million which the school board approved with a 3-2 vote. Ricasa voted in favor of the amendment.
 - 3/20/2009 – dinner- \$132.98 – Amigable – Ricasa and spouse.
 - 7/10/2009 – Donation -\$1,800 - SGI. SGI paid for the sponsorship of Ricasa’s daughter, Natalie Bagaporo, for Leadership Council.
 - 12/2/2009 - SGI hosted a Holiday party at El Vitral restaurant. Ricasa and her husband are in attendance and there is a photograph of Ricacsas and her husband Ed Bagaporo with Rene Flores, President of SGI, and SGI Program Manager Jaime Ortiz. A copy of the photograph is appended as an attachment with SGI email referencing the Holiday party and a link to the photographs.
 - 3/17/2010 –Emails from Ricasa, to SGI regarding “\$3.9 K” campaign contribution.
 - 6/1/2010- Gilbane/SGI contract expired 5/31/2010 and the school board awards a new contract solely to SGI. Ricasa voted in favor of awarding the new contract to SGI.
 - 9/7/2010 – SGI email from Jaime Ortiz. Ricasa wanted SGI to buy a table for herself and guest to the MAACs event. (She is the Chair of MAAC) \$2,500
 - 9/16/2010 – Campaign contribution -\$5000- from SGI to Ricasa for School Board 2010
 - 10/21/2010 – Campaign contribution - \$5000 – from SGI to Ricasa for School Board 2010.

24 See attachment ‘B’ for sample emails and other documentation on Ricasa.

25 From the evidence recovered I know John Wilson greatly influenced the Southwestern
26 College Board’s vote regarding the implementation of SCS as the Program Manager for the
27 Proposition R bond work. Evidence indicates Wilson possibly provided inside information to
28 SCS prior to them being voted in. Information and evidence recovered from the previous

1 search warrant showed SCS donated a significant amount of money towards Yolanda
2 Salcido's school board campaign and the charities she endorsed. Her dating relationship with
3 Wilson during this critical time frame and Wilson's relationship with Amigable and SCS
4 clearly appears to be a conflict. Below is a brief list of newly discovered evidence regarding
5 John Wilson:

- 6 • 12/17/2006 – San Diego Charger tickets, food and beverages -\$457.50- Greg
7 Sandoval, John Wilson, and Sal Mocerri are guests of Henry Amigable.
- 8 • 1/20/2007 –dinner- \$98.63 – Henry Amigable – Gilbane. Yolanda Salcido and Angela
9 Amigable are reported to be in attendance.
- 10 • 2/24/2007 – dinner- \$116.11 - Henry Amigable – Gilbane. Ramon Leyba, Assistant
11 Superintendent Sweetwater School District and his spouse, and Yolanda Salcido are
12 reported to be at the dinner.
- 13 • 3/30/2007 – dinner- \$314.76 – Henry Amigable – Gilbane. Greg Sandoval and a guest
14 of Wilson are reported to be at the dinner hosted by Amigable.
- 15 • 4/21/2007 – dinner - \$65.70 - Henry Amigable – Gilbane. Steve and Cory Scogin, and
16 Yolanda Salcido are reported to be at the dinner.
- 17 • 6/3/2007 – lunch - \$34.84 – Henry Amigable – Gilbane. Yolanda Salcido is reported
18 to be at the luncheon with Wilson and Amigable.
- 19 • 7/20/2007 – dinner - \$62.51 – Henry Amigable – Gilbane. Yolanda Salcido and
20 Angela Amigable are in attendance.
- 21 • 8/13/2007 – dinner- \$84.12 – Henry Amigable – Gilbane. Paul Bunton and Rachael
22 Del Fiero BCA are reported at the dinner.
- 23 • 10/6/2007 – dinner \$132.84 – Henry Amigable- Gilbane . Yolanda Salcido, Ron
24 Rogers and his spouse and Angela Amigable are reported to be at the dinner. Ron
25 Rogers confirmed being at the dinner with Wilson and Salcido, and Amigable paid
26 for the dinner.
- 27 • 6/7/2008 – dinner - \$64.85 – Henry Amigable – Gilbane. Superintendent of San
28 Ysidro School District and his spouse, Superintendant Gandara and his spouse and

1 Yolanda Salcido are reported to be in attendance. Superintendent Manuel Paul
2 reported being invited to the dinner by Superintendent Gandara. He also recalled both
3 Salcido and Wilson being at the dinner.

- 4 • 3/2009 Henry Amigable resigned from Gilbane prior to being terminated for violating
5 company ethics policies.
- 6 • 4/30/2009 Amigable is hired by Seville Construction Service (SCS). Amigable reports
7 to SCS President Jeff Flores that Wilson is retiring at the end of the year and offers
8 him a position with SCS as discussed in an email from Amigable to Jeff Flores.
- 9 • 6/19/2009 Amigable emailed SCS President Jeff Flores. He tells Flores he spoke with
10 John Wilson about the pending RFP and SCS needs to get a good proposal to him
11 with good rates and that he will be working with Wilson on the RFP.
- 12 • 7/15/2009 – Amigable emails Jeff Flores and reports working on Southwestern RFP
13 with John Wilson
- 14 • 7/22/2009 – Amigable emailed Jeff Flores discussing the RFP and a telephone
15 conversation he had with John Wilson about the SCS proposal.
- 16 • 9/4/2009 – Amigable emailed Jeff Flores and SCS staff where he discussed putting
17 together scoring sheets and questions for the reviewers to use when they evaluate the
18 submitted proposal from contractors.
- 19 • 9/11/2009 – birthday gift - \$100.00 – Henry Amigable – SCS
- 20 • 10/19/2009 – Amigable emailed Jeff Flores and staff. Amigable indicated John
21 Wilson asked Amigable for 5 potential interview questions for the upcoming
22 interview.
- 23 • 10/23/2009 Wilson and Nick Alioto, Vice President of Business Operations, are
24 members of a three person selection panel which interviewed the “short listed” firms
25 for final evaluation. They inform Amigable that SCS has been selected.
- 26 • 10/30/2009 – Amigable emails Jeff Flores and appears to identify the title of John
27 Wilson’s position with SCS.
- 28 • 11/18/2009 – Wilson and Nick Alioto, Vice President of Business Operation,

1 recommended SCS as the Program Manager for Southwestern Community College
2 Proposition R bond measure at the SWC Board meeting for official approval. The
3 board approves the selection and awards the contract to SCS.

- 4 • 12/31/2009 – Wilson retired from Southwestern Community College
- 5 • 5/11/2010 – SCS submitted an invoice to SWC for period ending 4/30/10. John
6 Wilson, Program Liaison, bills SWC \$19,470.00, 118 hours at \$165.00 per hour. The
7 invoice is approved by Nick Alioto.

8 See attachment 'C' for sample emails and other documentation on Wilson.

9 From the evidence recovered I know Nick Alioto received numerous gifts, golf
10 outings and trips from Amigable and SCS. These were not reported on his "Statement of
11 Economic Interest" which was signed under penalty of perjury. During a review of the
12 evidence recovered, we found numerous emails and appointment reminders for golf trips,
13 outings and tournaments that he had with Amigable and Jeff Flores from SCS. Most notably
14 there was evidence of an expensive golf trip to Pebble Beach. Below is a brief list of
15 evidence regarding Alioto:

- 16 • 7/1/2009 – Alioto commenced employment at SWC as the Vice President for Business
17 & Financial Affairs. Alioto was recruited from Wisconsin.
- 18 • 9/3/2009 – Amigable emailed Jeff Flores, President of SCS. Amigable is invited to
19 Alioto's apartment for wine and cheese. Amigable told Flores he must have made an
20 impression on Alioto. Amigable had invited Nick and Dan Hom to play golf and have
21 lunch with him..
- 22 • 10/5/2009 – dinner - \$959.97 – Henry Amigable – SCS. Diner at Baci restaurant
23 Greenbay packer's game.
- 24 • 10/7/2009 – Henry Amigable emailed Jeff Flores and discussed dinner with John
25 Wilson, Dan and Alioto. Wilson expressed concern about meeting in public as the
26 RFP specifically states not to contact people like Wilson and Alioto. Amigable
27 emailed Nick Alioto and thanked him for joining them for dinner and invited him to
28 play with him in the upcoming Arthritis foundation golf tournament, a tournament

1 Yolanda Salcido solicited SCS to sponsor.

- 2 • 10/12/2009 – dinner - \$186.98 – Henry Amigable – SCS. Monday night football at
3 Baci restaurant.
- 4 • 10/15/2009 – dinner - \$760.85 – Henry Amigable – SCS. Amigable emailed Jeff
5 Flores and tells him he is with Nick Alioto.
- 6 • 10/23//2009 Wilson and Nick Alioto, Vice President of Business Operations are
7 members of a three person selection panel which interviews the “short listed” firms
8 for final evaluation. They inform Amigable that SCS has been selected.
- 9 • 10/25/2009 – drinks - \$175.35 – Henry Amigable – SCS. Drinks with Alioto, John
10 Wilson, Shaun Alazzi and Bob B. Email from Nick Alioto to Henry Amigable and
11 Shaun Alazzi - discussed who is play golf with them and wanting to make it an
12 annual affair.
- 13 • 10/25/2009 – dinner - \$166.15 – Henry Amigable – SCS. Dinner with Nick Alioto and
14 Jeff- discussed SWC. SCS appointment for 10/25/2009 golf outing at Pala Mesa Golf
15 Course - Jeff Flores and Henry Amigable. Electronic
- 16 • 10/28/2009 – drinks - \$95.66 – Henry Amigable – SCS
- 17 • 11/3/2009 – breakfast – Sheraton Grand Hotel – Henry Amigable- SCS. Breakfast
18 with Alioto and Wilson.
- 19 • 11/4/2009 – drinks - \$320.82 – Henry Amigable – SCS. Alioto and Yohan regarding
20 SWC.
- 21 • 11/9/2009 – dinner - \$972.26 – Henry Amigable – SCS. Alioto’s birthday
- 22 • 11/9/2009 – birthday gift – \$225.00 - Henry Amigable – SCS. Four Seasons resort
23 Golf Club.
- 24 • 11/16/2009 – Amigable emailed Jeff Flores regarding press release for SWC
- 25 • 11/18/2009 – Nick Alioto and John Wilson, as members of the three person selection
26 panel, officially recommend SCS as the Program Manager for SWC Prop R bond
27 measure at the board meeting, which the Board votes to approve.
- 28 • 11/19/2009 – lunch - \$98.47 – Henry Amigable – SCS. Don Hom is reported to be at

1 the luncheon.

- 2 • 11/19/2009 – Amigable emailed his executive assistant Katharine Hawks and
- 3 explained how SCS Program Management contract was approved.
- 4 • 11/19/2009 – Jeff Flores emailed Nick Alioto thanking him for friendship and support
- 5 and invited him dinner and a drink.
- 6 • 11/22/2009 – Amigable forwards his email from Paul Bunton regarding the Pebble
- 7 Beach itinerary to Katharine Hawks. Bunton asked to forward it to Nick. Amigable
- 8 also tells Hawks to keep his itinerary confidential and not to share it with anyone
- 9 from the college.
- 10 • 11/23/2009 – Alioto responded to Jeff Flores' email and tells him he looks forward to
- 11 a long, successful and fun relationship.
- 12 • 11/23 – 11/25/2009 – trip to Pebble Beach – Bunton – BCA. Bunton hosts Amigable,
- 13 Alioto and Steve Breakfield, airfare, golf, lodging, food and beverage. Emails
- 14 11/22/2009 between Amigable and Bunton confirm trip and provide itinerary.
- 15 • 11/24/2009 – lunch - \$148.25 – Henry Amigable – SCS. Steve Breakfield is in
- 16 attendance. Neville's grill is in Mountain View, Ca.
- 17 • 11/26/2009 – Amigable emailed Paul Bunton and provided Nick Alioto contact
- 18 information and in the email, Amigable tells him Nick had a great time and Amigable
- 19 tells him he's on the right track to get the "corner lot" project his way
- 20 • 12/2/2009 – dinner - \$528.10 – Henry Amigable – SCS. Baci restaurant, Paul Bunton
- 21 is in attendance. Dinner confirmed by Katharine Hawks, Amigable's executive
- 22 assistant.
- 23 • 12/9/2009 – Yolanda Salcido is elected President of SWC Governing Board.
- 24 • 12/2009- SWC issued a request for proposal for corner lot design (41 firms respond).
- 25 • 4/2010 – SWC Board awards design contract to BCA Architect Paul Bunton to
- 26 provide architectural services for the corner lot parcel project.
- 27 • 5/20/2010 – Alioto hosts a fundraiser for Trustees Yolanda Salcido and Terri
- 28 Valladolid at his home.

- 1 • 6/2010 – Alioto spends weekend with Echo Pacific President Christopher Rowe,
2 Henry Amigable and Paul Bunton at Silverado Resort and Spa. Trip was won by
3 Echo Pacific at gala event held in March 2010.

4 See attachment ‘D’ for sample emails and other documentation on Alioto.

5 From the evidence recovered I know Pearl Quinones received gifts of expensive
6 dinners, theatre tickets to plays, and a paid Commission position of sorts through State
7 Assemblyman Joe E. Coto. The following is a brief list of unreported gifts she received and
8 related lawful and unlawful acts corresponding to the gifts:

- 9 • 2/27/2006 – SGI President Rene Flores’ appointment with Pearl Quinones at
10 Graystone San Diego at 1:00 pm to 2:30 pm
- 11 • 9/6/2006 Email from Pearl Quinones (pearlquinones@cox.net) to Rene Flores;
12 regarding Joe Coto. Rene Flores tells Quinones he just spoke with Coto—he will tell
13 Chief of Staff in Sacramento to send her the email they discussed. Quinones responds
14 received and thank you so much.
- 15 • 3/27/2007 –SGI email from Rene Flores to Joe Coto,[\(joe_coto@yahoo.com\)](mailto:joe_coto@yahoo.com), “Joe, I
16 am sending you Pearl Quinones resume hoping that there may be an appropriate
17 compensated commission where she might serve the State of California. Also she is a
18 close friend of Fabian Nunez family in San Diego.”
- 19 • 4/7/2007 – Email from Pearl Quinones to Rene Flores asking him if he had heard from
20 Coto regarding her resume.
- 21 • 4/19/2007 – SGI President Rene Flores appointment - dinner with Pearl Quinones
22 from 6:00 p.m. to 9:00 p.m.
- 23 • 5/16/2007 – Email between Pearl Quinones and Rene Flores. Flores emailed Quinones
24 on 5/4/2007 telling Quinones he is waiting to get a date from Joe Coto to go up to see
25 him. Quinones tells Rene Flores she is going to Sacramento on 5/19-21/2007 and
26 suggested they may be able to meet while she is in Sacramento. She also tells Rene
27 she supports those that support her.
- 28 • 5/19/2007 – SGI Rene Flores - appointment with Joe & Pearl 5/21/2007 10:00 a.m. to

1 10:30 a.m.

- 2 • 6/17/2007 – dinner - \$139.27 – Henry Amigable - Gilbane. Superintendent Gandara,
3 his spouse Jenny, Angela Amigable and Rosario (Nunez) were in attendance.
- 4 • 10/8/2007 – donation to NALEO -\$1000 – Henry Amigable – Gilbane. Amigable
5 made a donation to NALEO (National Association of Latino Elected and Appointed
6 Officials) in support of Quinones who is the Vice President of the Executive Board
7 of Directors. Amigable wrote a personal check.
- 8 • 10/9/2007 –donation to NALEO -\$3000 – SGI made a donation in support of a
9 fundraiser for Pearl Quinones.
- 10 • 11/2/2007 – dinner and theatre tickets - \$189.05 – Henry Amigable – Gilbane. Rosario
11 Nunez and Jaime Ortiz were also in attendance at the dinner and play. Quinones
12 reported receiving a theatre ticket from Gilbane Building Company on 11/10/2007 in
13 her Statement of Economic Interest, California form 700.
- 14 • 1/28/2008 – SGI President Rene Flores - appointment lunch with Pearl 12:00 pm to
15 1:30 pm. The board voted and approved a 3 year contract with Gibane/SGI. Quinones
16 voted in favor of the contract.
- 17 • 2/22/2008 – dinner- \$106.13 – Henry Amigable – Gilbane
- 18 • 4/4/2008 – dinner - \$146.27 – Henry Amigable – Gilbane, CBOC Rudy Gonzales and
19 Angela Amigable are reported to be at the dinner. Gonzales confirms the dinner with
20 Amigable and that Amigable paid for the dinner. Quinones failed to report the dinner
21 in her California form 700.
- 22 • 5/1/2008 – Campaign Contribution -\$5000 – Seville Group Inc. Contribution made to
23 the Friends of Pearl Quinones.
- 24 • 7/11/2008 – dinner - \$89.07 – Henry Amigable – Gilbane. CBOC Chairman Rudy
25 Gonzales is at the dinner and confirmed the dinner and that Amigable paid for the
26 dinner. Quinones failed to report the dinner in her California form 700.
- 27 • 7/13/2008 – dinner - \$133.86 – Henry Amigable- Gilbane. Manuel Paul,
28 Superintendent to the San Ysidro School District and his spouse, Bertha Lopez and

1 her spouse, Greg Sandoval and his spouse, Superintendent Gandara and his spouse
2 and Yolanda Hernandez, San Ysidro School Board member were all at the dinner at
3 Morton's Steak House as reported by Manuel Paul. Quinones failed to report the
4 dinner on her California form 700.

- 5 • 7/31/2008 – Campaign Contribution - \$5000 – Seville Group Inc. Contribution made
6 to Friends of Pearl Quinones.
- 7 • 9/16/2008 Campaign contribution - \$5000 – Seville Group Inc. Contribution made to
8 the Friends of Pearl Quinones.
- 9 • 10/24/2008 – Campaign Contribution -\$5000 - Seville Group Inc. Contribution made
10 to the Friends of Pearl Quinones.
- 11 • 6/29/2009 – Campaign Contribution -\$3,900 – Seville Group Inc. Contribution made
12 to the Friends of Pearl Quinones.
- 13 • 12/04/2009 - Email from Pearl Quinones to Rene Flores. Quinones tells Rene Flores,
14 “Please remember our conversation about helping me raise money from people you
15 know...thanks and take care.”
- 16 • 9/29/2009 – Email from Henry Amigable to SCS President Jeff Flores. Amigable tells
17 Flores he had lunch with Pearl and discussed removing Gilbane from Sweetwater
18 program management contract and bringing in SCS. Amigable tells Flores “she is
19 committed to helping us but it will require some heavy fundraising from us.”
- 20 • 6/29/2011 – SGI Rene Flores emailed Joe Coto and reported, “Bonnie asked me to
21 send you Pearl’s number. I hope you received my envelope with the info.” Joe Coto
22 responded, “Thank you very much, I did receive the information and it was very
23 helpful.”

24 See attachment “E” for sample emails and other documentation on Quinones.

25 From the evidence recovered I know Bertha Lopez received expensive dinners as a
26 candidate and elected official. The following is a brief list of the unreported gifts:

- 27 • 7/13/2008 –dinner- \$267.72 - Henry Amigable – Gilbane. Superintendent of the San
28 Ysidro School District Manuel L. Paul and his spouse, Superintendent Gandara and

1 his spouse, Greg Sandoval and his spouse, Pearl Quinones and San Ysidro School
2 Board member Yolanda Hernandez were at the dinner. Superintendent Paul
3 confirmed being at the dinner and identified the attendees to include Lopez and her
4 husband Jose. Bertha Lopez and her husband, who is a mandated reporter, failed to
5 report the dinner in their Statement of Economic Interest California form 700.

- 6 • 7/29/2008 – SGI email from Jaime Ortiz to Rene Flores regarding donations. Ortiz
7 tells Rene Flores that Superintendent Gandara implied that Gilbane and SGI should
8 give \$20,000 (\$10,000 apiece) to Bertha Lopez’s campaign for the Sweetwater
9 School Board.
- 10 • 10/2/2008 – SGI Quickbooks identified a Voter Education Group Campaign
11 contribution, “Yes on Prop X/Bertha Lopez,” in the amount \$15,000.
- 12 • 11/16/2008 – dinner- \$146.20 – Henry Amigable – Gilbane. Superintendent Gandara
13 and his spouse, Greg Sandoval and his spouse, Arlie Ricasa and her husband, Angela
14 Amigable and Bertha Lopez’s husband are reported to have attended the dinner.
- 15 • 12/7/2008 – dinner - \$191.64- Henry Amigable – Gilbane. Superintendent Gandara
16 and his spouse, Greg Sandoval and his spouse, Bertha Lopez’s husband, and Angela
17 Amigable are reported to be present at the dinner.
- 18 • 4/1/2009 – Campaign Contribution - \$2000 – Seville Group Inc. The contribution was
19 made to the Friends of Bertha Lopez.
- 20 • 6/8/2009 – SUHSD email from Sandra Smith thanking Flores for his generosity and
21 sent him an invitation to the TWIN Award. She tells Rene that Bertha Lopez had
22 requested he attend. Flores agrees to purchase a table and tells Smith he will take one
23 seat and to give the other seats to Bertha and her guests. Bertha Lopez does not report
24 the gift in her California form 700.
- 25 • 10/14/2009 – SGI email Jaime Ortiz to Arlie Ricasa (arliericasa@cox.net). Meeting
26 tomorrow with Rene. Ortiz sets up a meeting between Rene and Bertha Lopez at El
27 Vitral restaurant and invited Arlie Ricasa.
- 28 • 12/2/2009 – SGI hosted a Holiday party at El Vitral restaurant. Bertha Lopez is in

1 attendance and there is a photograph of Lopez with Jaime Ortiz. Lopez does not
2 report the gift in her California form 700.

- 3 • 2/11/2010 – SGI email from Rene Flores to Bonny Garcia- accepted dinner with Jaime
4 Bonilla, Bertha Lopez, Bonny Garcia and Rene Flores.
- 5 • 5/15/2010 – SGI email from Jaime Ortiz to Rene Flores. Ortiz tells Flores he is having
6 dinner with Jaime Bonilla and the Lopez's.
- 7 • 8/11/2010 – SGI email from Rene Flores to Jaime Ortiz. Rene Flores messages Jaime
8 he is having dinner with Bonilla, Bertha , Jaime O and Camp guy @ Bonilla's house.
- 9 • 7/14/2011 – SGI email Jaime Ortiz appointment - dinner with Bertha Lopez and Jose
10 Lopez.
- 11 • 8/14/2011 – SGI email message from Rene Flores to Jaime Ortiz. Ortiz tells Rene "we
12 have dinner set up with Bertha on Wednesday evening still waiting on John and
13 Arlie." Rene Flores responds he will be there.
- 14 • 8/30/2011- Email from Bertha Lopez (bjlopez@cox.net) - Lopez sends an email to
15 Rene Flores. Rene responds, "Your looking on spending in the low 20?" Lopez
16 responds, "Yes! Remember my husband just retired. They discuss 55 million which
17 was an issue at the board meeting." Lopez tells Rene, "don't worry I'll take care of
18 the 55 million! Yes, we are singing in the rain, all of us together! HA HA."

19 See attachment "F" for samples of emails and other documentation on Lopez.

20 Also from the evidence recovered I know Henry Amigable used his personal credit
21 card for a number of dinners, for which he provided receipts and sought reimbursement from
22 his employer, Gilbane Building Company. These dinners were attended by numerous elected
23 officials and school officials. The cost of these dinners amounted to thousands of dollars and
24 they were paid for by using his personal Visa credit card with an account number ending in
25 1060.

26 We also know Amigable used his frequent flier miles to obtain airline tickets for
27 Superintendent Gandara. Evidence also shows Amigable often treated these elected public
28 officials and school executive staff to golf at The Farms, a local golf/country club in Rancho

1 Santa Fe. He reasonably would have kept calendars and/or a planning event scheduler for
2 planning and assistance in completing expense reports for both Gilbane Building Company
3 and Seville Construction Services as illustrated by the number of emails and expense reports.

4 **Investigative Conclusion**

5 During the week of December 5, 2011, District Attorney Investigator J. Cargel
6 conducted a follow up investigation regarding the residences of Amigable, Wilson, Ricasa,
7 Sandoval and Alioto.

8 Based on recent information from witnesses involved in the investigation and
9 neighbors living near Henry Amigable, we know he is still residing at 2252 Fairfield Street in
10 San Diego. Amigable also lists this address on his California driver's license.

11 A check of John Wilson's residence located at 3828 Country Trails in Bonita was
12 conducted. Wilson also has this address listed on his driver's license. On December 5, 2011,
13 a vehicle registered to him was parked in the driveway with the garage door open.

14 Arlie Ricasa resides at 1785 Sunny Crest Lane in Bonita. Investigator Cargel checked
15 with the Postal Inspections Service and confirmed Ricasa is receiving mail at that residence.

16 Greg Sandoval previously maintained a home in Bonita as well as an apartment in the
17 Moreno Valley area near his current job. However during our investigation, we discovered
18 he recently moved from his home in Bonita to an apartment in Escondido. Sandoval filed a
19 "change of address" with the postal service on September 13, 2011. His new address is listed
20 as 1051 El Norte Parkway, Apartment #167 in Escondido. On December 8, 2011, while
21 checking the apartment complex, a vehicle registered to him was located parked in front of
22 the building for apartment #167.

23 A check was also completed for Alioto's residence. Alioto's California driver's
24 license indicated he lived at 18101 Old Coach Road in Poway. A check of the residence
25 revealed Alioto was living in a detached "guest house" located directly next to the main
26 house on the property. During a check of this residence on December 5, 2011, a vehicle
27 registered to Alioto was parked next to the front door of the guest house and the interior
28 lights to the guest house were turned on.

1 On December 13, 2011, Supervising District Attorney Investigator Harold Eisenga
2 conducted follow up investigation regarding Quinones and Lopez residences. He was able to
3 determine from Department of Motor Vehicle records that Quinones listed her address as
4 3009 East 6th Street, National City, which was also listed in an email from the Sweetwater
5 School District to SGI. SDAI Eisenga was also able to verify Bertha Lopez's address as 542
6 Galveston Way, Bonita, CA, through Department of Motor Vehicle records. He identified a
7 black Ford Expedition SUV, California license plate number 4WSH953, which was parked in
8 the driveway of the residence as being registered to Jose and Bertha Lopez.

9 I believe the residences searched will contain evidence and records of expenditures for
10 gifts, dinners, events and trips provided to Sweetwater Union High School District School
11 Board members, administrators and staff and/or Southwestern College Governing Board
12 members, Administrators and Staff. In my experience, people will memorialize specific or
13 special events with photographs, souvenirs, memorabilia, tokens, notes on calendars or other
14 documentation to remind them of the event. Based on my training and experience and from
15 my discussions with Computer Forensics Experts (CFE), a forensic computer examination
16 will tend to result in the recovery of digital evidence related to the crime, such as electronic
17 correspondence, emails or appointment reminders confirming lunch and dinner meetings,
18 events and trips. It would also result in the discovery of solicitations of gifts, donations and
19 campaign contributions relating to the investigation. I also know that email records are often
20 stored for significant periods of time on computers and people will often save or "archive"
21 such information for ease of retrieval at a later time. I know that even though such
22 information may have since been deleted from the computer by the user, such information is
23 never completely removed from the depths of a computer's memory and can be retrieved by a
24 trained forensic computer examiner. The presence of such information in the computer
25 would provide important evidence relating to these crimes. I believe bank and credit card
26 statements will identify records of these events and identify possible additional expenditures
27 relating to the crimes being investigated. I also believe the evidence requested from the
28 residences will provide further evidence of violations of the California Reform Act, conflict

1 of interest, misappropriation of public funds, improper influence of a legislative body and
2 potential continued evidence of bribery and of filing false documents under penalty of
3 perjury.

4 Therefore, based on my training and experience and the above facts, I believe that I
5 have substantial cause to believe the above described property, or a portion thereof, will be at
6 the above described premises when the warrant is served.

7 Based on the aforementioned information and investigation, I believe that grounds for
8 the issuance of a search warrant exists as set forth in Penal Code 1524.

9 I, the affiant, hereby pray a search warrant be issued for the seizure of said property,
10 or any part thereof, from said premises at any time of the day, good cause being shown
11 therefore, and the same be brought before this magistrate or retained subject to the order of
12 this Court.

13 This affidavit has been reviewed for legal sufficiency by Deputy District
14 Attorney Leon Schorr.


15 Given under my hand and dated this 16th day of December, 2011.

16 
17 Vincent Giaime

18 Subscribed and sworn to before me

19 this 16th day of December, 2011,

20 at 2:00 a.m./p.m.

21
22 
23 _____
24 Judge of the Superior Court
25 San Diego County
26
27
28

Verified Second Amended Complaint for Declaratory Relief and Petition for Writ of Mandate

Exhibit "B"

1 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA,

2 COUNTY OF SAN DIEGO

3 SEARCH WARRANT

4 No. 42007

5 The People of the State of California, to any peace officer in the County of San Diego:

6 Proof, by affidavit, having been this day made before me by Vincent Giaime, a peace officer
7 employed by the San Diego County District Attorney's Office, that there is substantial probable
8 cause pursuant to Penal Code section 1524 for the issuance of the search warrant, as set forth in the
9 affidavit attached hereto and made a part hereof as is fully set forth herein, you are, therefore,
10 commanded to make search at any time of the day, good cause being shown therefore, the
11 following:

12 **LOCATION, PROPERTY, AND/OR PERSON(S) TO BE SEARCHED**

13 A. The premises and all parts therein, including all rooms, attics, basements, cellars, crawl
14 spaces, safes, storage areas, containers, surrounding grounds, trash areas, garages and
15 outbuildings assigned to or part of the residences located at:

16 **2252 Fairfield Street, San Diego, CA 92110, County of San Diego;** the residence
17 is a one story single family home, with a red brick exterior and primarily brown
18 stucco with white trim. The numbers "2252" are posted on a white mailbox next to
19 the driveway;

20 B. And for any vehicles including all vehicle compartments, containers and trunks
21 identifiable as being registered to or belonging to person(s) residing at the residence via
22 keys, admissions and documentation;
23

24 ///

25 ///

26 ///

27 ///

1 **ITEMS TO BE SEIZED**

2 For the following property, to wit:


- 3 1. To view, image and/or seize, and forensically examine all "Computer systems,"
4 Computer programs or software," "Supporting documentation" or other items as
5 defined by Penal Code section 502, subdivision (b) (1-7), and;
- 6 2. Any computer or data processing software and the device or devices on which
7 such data is stored such as hard drives, floppy disks, JAZ disks, ZIP disks, CD
8 ROM/R/RW disks, DVD ROM/R/RW disks, integral RAM or ROM units, thumb
9 drives, compact flash and Smart media, cassette tapes, magnetic tape reels, and
10 any other permanent or transient storage devises including key stroke loggers
11 and;
- 12 3. Other devices capable of electronically or digitally storing information, including
13 such devises as cellular phones, personal data assistants (PDA), mobile data
14 assistants (MDAs), e-readers, portable music devices, GPS devices, gaming
15 systems, including all power cords and equipment used to power these devices,
16 and;
- 17 4. Any computing or data processing literature or notes, printed or otherwise,
18 referencing software, wireless networking programs, and/or computer hardware,
19 which is designed for the installation, operation, maintenance, remote access
20 and/or troubleshooting of computer wireless computer software and hardware:
21 and;
- 22 5. Related communications devices such as modems (telephone and cable), routers,
23 gateways, and switches, together with system documentations, software and
24 instruction manuals, and passwords, and;
- 25 6. Documents and effects which tend to show dominion and control over said
26 premises, including fingerprints, clothing, handwritings, documents and effects
27

1 which bear a form of identification such as a person's name, address, photograph,
2 Social Security number or driver's license number, and Software, hardware and
3 documents related to key stroke loggers and;

- 4 7. Emails, pictures, Calendars, Appointments, memo's, notations, text and any other
5 form of documentation or communication from 2006 to present.
- 6 8. Cameras and camera digital media storage cards containing photographs or video
7 of the subjects at theatre events, gatherings, dinners, trips, and sporting events,
- 8 9. Receipts, copies of expense reports, bank statements, check ledgers and credit
9 card statements for Visa card belonging to Henry Amigable ending with number
10 1060.
- 11 10. Any hard copies of calendars, date books or "day planners".
- 12 11. Any telephone records, bills receipts or statements.
- 13 12. Any prints of photographs of the subjects listed in the warrant while attending
14 theater events, gatherings, dinners, trips and sporting events, and any programs,
15 passes, tokens, souvenirs, mementos, or other memorabilia related to those
16 events;
17

18 And if you find the same, or any part thereof, to bring it forthwith before me at the Superior
19 Court of the State of California for the County of San Diego, or to any other court in which the
20 offense in respect to which the property or things is triable, or retain such property in your custody,
21 subject to the order of this Court, pursuant to section 1536 of the Penal Code and to dispose of said
22 property pursuant to law when the property is no longer of evidentiary value.

23 Given under my hand and dated this 16th day of December, 2011.

24 
25 _____
26 Judge of the Superior Court
27

Verified Second Amended Complaint for Declaratory Relief and Petition for Writ of Mandate

Exhibit "C"

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO		For Court Use Only
PEOPLE vs <u>Jesus Gandara</u>	Defendant	APR 04 2014 CLERK OF SUPERIOR COURT K. MOLTON
PLEA OF GUILTY/NO CONTEST - FELONY		SCD 235444 Court Number: Q10 DA Number: ADH 235

I, the defendant in the above-entitled case, in support of my plea of Guilty/No Contest, personally declare as follows:

1. Of those charges now filed against me in this case, I plead guilty to the following offenses and admit the enhancements, allegations and prior convictions as follows:

COUNT	CHARGE	ENHANCEMENT/ALLEGATION
1	PC 182(a) 1	
30	GC 89503	

PRIORS: (LIST ALLEGATION SECTION, CONVICTION DATE, COUNTY, CASE NUMBER, AND CHARGE)

2. I have not been induced to enter this plea by any promise or representation of any kind, except: (State any agreement with the District Attorney)
NOT indicated by Court.
DA will dismiss remaining counts.

- 3. I am entering my plea freely and voluntarily, without fear or threat to me or anyone closely related to me.
- 4. I understand that a plea of No Contest is the same as a plea of Guilty for all purposes.
- 5. I am sober and my judgment is not impaired. I have not consumed any drug, alcohol or narcotic within the past 24 hours.

CONSTITUTIONAL RIGHTS

6a. I understand that I have the right to be represented by a lawyer at all stages of the proceedings. I can hire my own lawyer or the Court will appoint a lawyer for me if I cannot afford one.

I understand that as to all charges, allegations and prior convictions filed against me, and as to any facts that may be used to increase my sentence, now or in the future, I also have the following constitutional rights, which I now give up to enter my plea of guilty/no contest:

- 6b. I have the right to a speedy and public trial by jury. I now give up this right.
- 6c. I have the right to confront and cross-examine all the witnesses against me. I now give up this right.
- 6d. I have the right to remain silent (unless I choose to testify on my own behalf). I now give up this right.
- 6e. I have the right to present evidence in my behalf and to have the court subpoena my witnesses at no cost to me. I now give up this right.

Defendant:

Jesus Gandara

CASE NUMBER:

SCD 235444

CONSEQUENCES OF PLEA OF GUILTY OR NO CONTEST

7a. I understand that I may receive this maximum punishment as a result of my plea: 3 years imprisonment or imprisonment plus a term of mandatory supervision; \$ 10,000 fine; and 3 years parole or post-release community supervision, with return to custody for every violation of a condition thereof. If I am not sentenced to imprisonment, I may be granted probation for a period up to 5 years or the maximum term of imprisonment, whichever is greater. As conditions of probation I may be given up to a year in jail custody, plus the fine, and any other conditions deemed reasonable by the Court. I understand that if I violate any condition of probation I can be sentenced to imprisonment for the maximum term as stated above.

[Handwritten signature]

7b. I understand that I must pay a restitution fine (\$200 - \$10,000), that I will also be subject to a suspended fine in the same amount, and that I must pay full restitution to all victims.

[Handwritten signature]

7c. I understand that my conviction in this case will be a serious/violent felony ("strike") resulting in mandatory denial of probation, substantially increased penalties, and a term in State Prison in any future felony case.

[Handwritten X]

7d. I understand that if I am not a U.S. citizen, this plea of Guilty/No Contest may result in my removal/deportation, exclusion from admission to the U.S. and denial of naturalization. Additionally, if this plea is to an "Aggravated Felony" listed on the back of this form, then I will be deported, excluded from admission to the U.S., and denied naturalization.

[Handwritten signature]

7e. I understand that my plea of Guilty or No Contest in this case could result in revocation of my probation, mandatory supervision, parole or post-release supervision in other cases, and consecutive sentences.

[Handwritten signature]

7f. My attorney has explained to me that other possible consequences of this plea may be: (Circle applicable consequences.)

[Empty box]

(1) Consecutive sentences

(2) Loss of driving privileges

(3) Commitment to Youth Authority

(4) Lifetime registration as an arson / sex offender

(5) Registration as a narcotic / gang offender

(6) Cannot possess firearms or ammunition

(7) Blood test and saliva sample

(8) Priorable (increased punishment for future offenses)

(9) Prison prior

(10) Mandatory imprisonment

(11) Mandatory State Prison

(12) Presumptive imprisonment

(13) Presumptive State Prison

(14) Sexually Violent Predator Law

(15) Possible/Mandatory hormone suppression treatment

(16) Reduced conduct/work credits

a. Limited local credits (290/serious/prior)

b. Violent Felony (No credit or max. 15%)

c. Prior Strike(s) (No credit to max. 20%)

d. Murder on/after 6/3/98 (No credit)

(17) Loss of public assistance

(18) AIDS education program

(19) Other: _____

[Handwritten signature]

8. (Appeal Rights) I give up my right to appeal the following: 1) denial of my 1538.5 motion, 2) issues related to strike priors (under PC sections 667(b)-(i) and 1170.12), and 3) any sentence stipulated herein.

[Handwritten signature]

9. (Harvey Waiver) The sentencing judge may consider my prior criminal history and the entire factual background of the case, including any unfiled, dismissed or stricken charges or allegations or cases when granting probation, ordering restitution or imposing sentence.

[Handwritten X]

10. (Blakely waiver) I understand that as to any fact in aggravation that may be used to increase my sentence on any count or allegation to the upper or maximum term provided by law, I have the constitutional rights listed in paragraphs 6b-6e. I now give up those rights and agree that the sentencing judge may determine the existence or non-existence of any fact in aggravation, either at the initial sentencing or at any future sentencing in the event my probation is revoked.

[Handwritten signature]

11. (Cruz Waiver) Negotiated Disposition pursuant to PC 1192.5: I understand that if pending sentencing I am arrested for or commit another crime, violate any condition of my release, or willfully fail to appear for my probation interview or my sentencing hearing, the sentence portion of this agreement will be cancelled. I will be sentenced unconditionally, and I will not be allowed to withdraw my guilty/no contest plea(s).

[Handwritten signature]

12. (Arbuckle Waiver) I give up my right to be sentenced by the judge who accepts this plea.

[Handwritten X]

13. (Probation Report) I give up my right to a full probation report before sentencing.

[Handwritten signature]

Defendant: Jesús Gondara CASE NUMBER: SCD 235444

14. (Evidence Disposal Waiver) I give up my interest in all non-biological property/evidence impounded during the investigation of this case except _____ and acknowledge that if I listed any property here, I must also file a claim with the impounding agency within 60 days after pronouncement of judgment or my ability to make a claim will expire.

[Handwritten initials]

PLEA

15. I now plead Guilty/No Contest and admit the charges, convictions and allegations described in paragraph #1, above. I admit that on the dates charged, I: (Describe facts as to each charge and allegation)

[Handwritten initials]

Grand Jury
Step to ~~plea~~ as basis for plea

16. I declare under penalty of perjury that I have read, understood, and initialed each item above and any attached addendum, and everything on the form and any attached addendum is true and correct.

[Handwritten initials]

Dated: 12/13/13 Defendant's Signature Jesús M. Gondara
Defendant's Address: 12753 Paul Road Street San Diego City CA State 79927 Zip
Telephone Number: (951) 841-8495



ATTORNEY'S STATEMENT

I, the attorney for the defendant in the above-entitled case, personally read and explained to the defendant the entire contents of this plea form and any addendum thereto. I discussed all charges and possible defenses with the defendant, and the consequences of this plea, including any immigration consequences. I personally observed the defendant fill in and initial each item, or read and initial each item to acknowledge his/her understanding and waivers. I observed the defendant date and sign this form and any addendum. I concur in the defendant's plea and waiver of constitutional rights.

Dated: 12/13/13 PAUL PINGST (Print Name) Paul Pingst (Signature)
Attorney for Defendant
(Circle one: PD / APD / OAC / RETAINED)

INTERPRETER'S STATEMENT (If Applicable)

I, the sworn _____ language interpreter in this proceeding, truly translated for the defendant the entire contents of this form and any attached addendum. The defendant indicated understanding of the contents of this form and any addendum and then initialed and signed the form and any addendum.

Dated: _____ [Signature] (Print Name) [Signature] Court Interpreter (Signature)

PROSECUTOR'S STATEMENT

The People of the State of California, plaintiff, by its attorney, the District Attorney for the County of San Diego, concurs with the defendant's plea of Guilty/No Contest as set forth above.

Dated: 4-4-14 Leon Schirr (Print Name) [Signature] Deputy District Attorney (Signature)

COURT'S FINDING AND ORDER

The Court, having questioned the defendant and defendant's attorney concerning the defendant's plea of Guilty/No Contest and admissions of the prior convictions and allegations, if any, finds that: The defendant understands and voluntarily and intelligently waives his/her constitutional rights; the defendant's plea and admissions are freely and voluntarily made; the defendant understands the nature of the charges and the consequences of the plea and admissions; and there is a factual basis for same. The Court accepts the defendant's plea and admissions, and the defendant is convicted thereby.

Dated: 4/4/2014 [Signature] Judge of the Superior Court

Government Code § 89503: I received, reviewed, understood and biannually voted on Sweetwater's conflict of interest code delineating the Form 700 reporting requirements I sent to the Sweetwater Board. In 2008, I was the Superintendent of Sweetwater Union High School District. I accepted gifts from Rene Flores from SGI in 2008 with a total value of more than ~~\$6,800~~^{4,250} and I did not report them. The maximum amount of gifts one may receive from one source per year as of 2008 was four hundred twenty dollars (\$420). Rene Flores provided these gifts with the intent to influence my decision on business awarded to SGI, his company.

Verified Second Amended Complaint for Declaratory Relief and Petition for Writ of Mandate

Exhibit "D"

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO		For Court Use Only SAN DIEGO SUPERIOR COURT
PEOPLE vs <u>Ray Pearl Quinonez</u> Defendant		MAR 18 2014
PLEA OF GUILTY/NO CONTEST - FELONY		Clerk of the Superior Court
		Court Number: <u>SD 2354441</u>
		DA Number:

I, the defendant in the above-entitled case, in support of my plea of Guilty/No Contest, personally declare as follows:

1. Of those charges now filed against me in this case, I plead guilty to the following offenses and admit the enhancements, allegations and prior convictions as follows:

COUNT	CHARGE	ENHANCEMENT/ALLEGATION
<u>Cr 1</u>	<u>PC 182(a)(1)</u>	
<u>Cr 85</u>	<u>GC 89503</u>	

PRIORS: (LIST ALLEGATION SECTION, CONVICTION DATE, COUNTY, CASE NUMBER, AND CHARGE)		

2. I have not been induced to enter this plea by any promise or representation of any kind, except: (State any agreement with the District Attorney.)

N.O.C.T → filing of PC 1203.4 motion for
No objection to reduction to Misd/176) or class of probation (successful)
Probation to the court
Dismiss balance of complaints

3. I am entering my plea freely and voluntarily, without fear or threat to me or anyone closely related to me.
4. I understand that a plea of No Contest is the same as a plea of Guilty for all purposes.
5. I am sober and my judgment is not impaired. I have not consumed any drug, alcohol or narcotic within the past 24 hours.

CONSTITUTIONAL RIGHTS

- 6a. I understand that I have the right to be represented by a lawyer at all stages of the proceedings. I can hire my own lawyer or the Court will appoint a lawyer for me if I cannot afford one.

I understand that as to all charges, allegations and prior convictions filed against me, and as to any facts that may be used to increase my sentence, now or in the future, I also have the following constitutional rights, which I now give up to enter my plea of guilty/no contest:

- 6b. I have the right to a speedy and public trial by jury. I now give up this right.
- 6c. I have the right to confront and cross-examine all the witnesses against me. I now give up this right.
- 6d. I have the right to remain silent (unless I choose to testify on my own behalf). I now give up this right.
- 6e. I have the right to present evidence in my behalf and to have the court subpoena my witnesses at no cost to me. I now give up this right.

CONSEQUENCES OF PLEA OF GUILTY OR NO CONTEST

- 7a. I understand that I may receive this maximum punishment as a result of my plea: 3 1/2 years imprisonment or imprisonment plus a term of mandatory supervision; \$ 10,000 fine; and 3 years parole or post-release community supervision, with return to custody for every violation of a condition thereof. If I am not sentenced to imprisonment, I may be granted probation for a period up to 5 years or the maximum term of imprisonment, whichever is greater. As conditions of probation I may be given up to a year in jail custody, plus the fine, and any other conditions deemed reasonable by the Court. I understand that if I violate any condition of probation I can be sentenced to imprisonment for the maximum term as stated above.
- 7b. I understand that I must pay a restitution fine (\$200 - \$10,000), that I will also be subject to a suspended fine in the same amount, and that I must pay full restitution to all victims.
- 7c. I understand that my conviction in this case will be a serious/violent felony ("strike") resulting in mandatory denial of probation, substantially increased penalties, and a term in State Prison in any future felony case.
- 7d. I understand that if I am not a U.S. citizen, this plea of Guilty/No Contest may result in my removal/deportation, exclusion from admission to the U.S. and denial of naturalization. Additionally, if this plea is to an "Aggravated Felony" listed on the back of this form, then I will be deported, excluded from admission to the U.S., and denied naturalization.
- 7e. I understand that my plea of Guilty or No Contest in this case could result in revocation of my probation, mandatory supervision, parole or post-release supervision in other cases, and consecutive sentences.
- 7f. My attorney has explained to me that other possible consequences of this plea may be: (Circle applicable consequences.)

- | | | |
|---|--|--|
| <ul style="list-style-type: none"> (1) Consecutive sentences (2) Loss of driving privileges (3) Commitment to Youth Authority (4) Lifetime registration as an arson / sex offender (5) Registration as a narcotic / gang offender (6) Cannot possess firearms or ammunition (7) Blood test and saliva sample (8) Priorable (increased punishment for future offenses) | <ul style="list-style-type: none"> (9) Prison prior (10) Mandatory imprisonment (11) Mandatory State Prison (12) Presumptive imprisonment (13) Presumptive State Prison (14) Sexually Violent Predator Law (15) Possible/Mandatory hormone suppression treatment (16) Reduced conduct/work credits | <ul style="list-style-type: none"> a. Limited local credits (290/serious/prior) b. Violent Felony (No credit or max. 15%) c. Prior Strike(s) (No credit to max. 20%) d. Murder on/after 6/3/98 (No credit) (17) Loss of public assistance (18) AIDS education program (19) Other: _____ |
|---|--|--|

- 8. **(Appeal Rights)** I give up my right to appeal the following: 1) denial of my 1538.5 motion, 2) issues related to strike priors (under PC sections 667(b)-(i) and 1170.12), and 3) any sentence stipulated herein.
- 9. **(Harvey Waiver)** The sentencing judge may consider my prior criminal history and the entire factual background of the case, including any unfiled, dismissed or stricken charges or allegations or cases when granting probation, ordering restitution or imposing sentence.
- 10. **(Blakely waiver)** I understand that as to any fact in aggravation that may be used to increase my sentence on any count or allegation to the upper or maximum term provided by law, I have the constitutional rights listed in paragraphs 6b-6e. I now give up those rights and agree that the sentencing judge may determine the existence or non-existence of any fact in aggravation, either at the initial sentencing or at any future sentencing in the event my probation is revoked.
- 11. **(Cruz Waiver)** Negotiated Disposition pursuant to PC 1192.5: I understand that if pending sentencing I am arrested for or commit another crime, violate any condition of my release, or willfully fail to appear for my probation interview or my sentencing hearing, the sentence portion of this agreement will be cancelled. I will be sentenced unconditionally, and I will not be allowed to withdraw my guilty/no contest plea(s).
- 12. **(Arbuckle Waiver)** I give up my right to be sentenced by the judge who accepts this plea.
- 13. **(Probation Report)** I give up my right to a full probation report before sentencing.

Defendant: Pearl Quinones CASE NUMBER: SCD 235444

14. (Evidence Disposal Waiver) I give up my interest in all non-biological property/evidence impounded during the investigation of this case except _____ and acknowledge that if I listed any property here, I must also file a claim with the impounding agency within 60 days after pronouncement of judgment or my ability to make a claim will expire.

[Signature]

PLEA

15. I now plead Guilty/No Contest and admit the charges, convictions and allegations described in paragraph #1, above. I admit that on the dates charged, I: (Describe facts as to each charge and allegation)

[Signature]

unlawfully conspire w/ others to commit the crime of offering valuable papers to a member of governing Board of School District, EC 35230, in violation of PC 182(a)(1) and (see attachment)

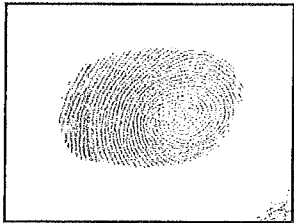
16. I declare under penalty of perjury that I have read, understood, and initialed each item above and any attached addendum, and everything on the form and any attached addendum is true and correct.

[Signature]

Dated: 5/10/14 Defendant's Signature Pearl Quinones

Defendant's Address: _____ Street
_____ City _____ State _____ Zip

Telephone Number: () _____



Defendant's Right Thumb Print

ATTORNEY'S STATEMENT

I, the attorney for the defendant in the above-entitled case, personally read and explained to the defendant the entire contents of this plea form and any addendum thereto. I discussed all charges and possible defenses with the defendant, and the consequences of this plea, including any immigration consequences. I personally observed the defendant fill in and initial each item, or read and initial each item to acknowledge his/her understanding and waivers. I observed the defendant date and sign this form and any addendum. I concur in the defendant's plea and waiver of constitutional rights.

Dated: 3/10/14 Marc Caruso Attorney for Defendant (Signature)
(Print Name) (Circle one: PD / APD / OAG / RETAINED)

INTERPRETER'S STATEMENT (If Applicable)

I, the sworn _____ language interpreter in this proceeding, truly translated for the defendant the entire contents of this form and any attached addendum. The defendant indicated understanding of the contents of this form and any addendum and then initialed and signed the form and any addendum.

Dated: _____ (Print Name) _____ Court Interpreter (Signature)

PROSECUTOR'S STATEMENT

The People of the State of California, plaintiff, by its attorney, the District Attorney for the County of San Diego, concurs with the defendant's plea of Guilty/No Contest as set forth above.


Dated: 3/10/14 Leon S. L... Deputy District Attorney (Signature)
(Print Name)

COURT'S FINDING AND ORDER

The Court, having questioned the defendant and defendant's attorney concerning the defendant's plea of Guilty/No Contest and admissions of the prior convictions and allegations, if any, finds that: The defendant understands and voluntarily and intelligently waives his/her constitutional rights; the defendant's plea and admissions are freely and voluntarily made; the defendant understands the nature of the charges and the consequences of the plea and admissions; and there is a factual basis for same. The Court accepts the defendant's plea and admissions, and the defendant is convicted thereby.

Dated: 3/18/2014 [Signature] Judge of the Superior Court

Government Code § 89503: I received, reviewed, understood and biannually voted on Sweetwater's conflict of interest code delineating the Form 700 reporting requirements sent to the Sweetwater Board by the Superintendent. In 2007, I was an elected School Board Member for the Sweetwater Union High School District. I accepted gifts from Henry Amigable in 2007 with a total value of ~~\$1,136 dollars~~ ^{in excess} and I did not report them. The maximum amount of gifts one may receive from one ^{of \$500⁰⁰} source per year as of 2007 was three hundred and ninety dollars (\$390). Henry Amigable provided these gifts with the intent to influence my vote on business awarded to Gilbane, his employer.

mc 

Verified Second Amended Complaint for Declaratory Relief and Petition for Writ of Mandate

Exhibit "E"

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO		FOR COURT USE ONLY
PEOPLE vs. ARLIE RICA	DEFENDANT	CASE NUMBER SCD 235444
PLEA OF GUILTY / NO CONTEST - MISDEMEANOR		DA/CA #

INSTRUCTIONS: Fill out this form if you wish to plead guilty or no contest to the charge(s) against you. Initial each applicable item only if you understand it. If you have any questions about your case, the possible sentence, or the information on this form, ask your lawyer or the judge.

FILED
SAN DIEGO SUPERIOR COURT

DEC 18 2013

I, the defendant in the above-entitled case, personally and/or by my attorney, declare as follows:

1. Of the charge(s) now filed against me in this case, I plead

GUILTY
GUILTY/NO CONTEST

CLERK OF THE SUPERIOR COURT
BY: K. NORTON

1.

to the following offenses and admit the enhancements, allegations, and prior convictions as follows:

COUNT	CHARGE	ENHANCEMENT/ALLEGATION
120	GC 89503 - Misdemeanor	

PRIORS: (LIST ALLEGATION SECTION, CONVICTION DATE, CASE NUMBER AND CHARGE)

2. I have not been induced to enter the above plea by any promise or representation of any kind, except: (State any agreement with the prosecutor.)

ODA to dismiss all other counts ; 2 Court guarantees no custody
I will resign from Sweetwater Union HS Dist Board of Trustees tomorrow.

2.

3. I am entering a plea freely and voluntarily, without threat or fear to me or anyone closely related to me.

3.

4. I understand that a plea of No Contest is the same as a plea of Guilty for all purposes.

4.

5. I am sober and my judgment is not impaired. I have not consumed any drug, alcohol or narcotic within the past 24 hours.

5.

RIGHT TO A LAWYER

6. I understand that I have the Constitutional right to be represented by a lawyer at all stages of the proceedings including sentencing. I can hire my own lawyer or the Court will appoint a lawyer for me if I cannot afford one. I understand the dangers and disadvantages of representing myself and that it is usually unwise to represent myself.

6.

6a. I understand that I have the right to be present in Court to enter my plea and for sentencing. I expressly authorize my lawyer to enter this plea on my behalf, in my absence. I expressly authorize my lawyer to appear for me at sentencing.

6a.

6b. I give up the right to an attorney and wish to represent myself.

6b.

CONSTITUTIONAL RIGHTS

I understand that as to all charges, allegations and prior convictions filed against me I also have the following constitutional rights, which I now give up to enter my plea of guilty/no contest:

7. I have the right to a speedy and public trial by jury. I now give up this right.

7.

8. I have the right to confront and cross-examine all the witnesses against me. I now give up this right.

8.

DEFENDANT

RICASA

CASE NUMBER

SD 235 444

- 9. I have the right to **remain silent** (unless I choose to testify on my own behalf). I now give up this right. 9.
- 10. I have the right to **present evidence in my behalf** and to have the court subpoena my witnesses at no cost to me. I now give up this right. 10.

CONSEQUENCES OF PLEA OF GUILTY OR NO CONTEST

- 11. I understand the possible consequences of entering a plea of Guilty/No Contest include a maximum sentence of up to 6 months/year(s) in jail and fine(s) of up to 10,000 plus additional consequences specified in any attached addendum, and any other reasonable conditions of probation, which could be for a maximum of 3/5 years. 11.
- 12. I understand that in addition to any fine imposed, the law requires the Court to add penalty assessments which will substantially increase the amount I must pay. In addition, I understand that I may be ordered to make restitution to the victim, if the offense involved a victim, or to a restitution fund. I understand that I shall be ordered to pay a mandatory restitution fine (\$100 - \$1,000) and a probation revocation restitution fine (\$100 - \$1000) if probation is revoked and not reinstated. I understand I must file a revised financial declaration if there is any balance unpaid on restitution order or fine 120 days prior to release from probation. 12.
- 13. I understand that I may not be sentenced earlier than six (6) hours, nor later than five (5) days after my plea. I give up this right and agree to be sentenced at this time. 13.
- 14. I understand that if I am not a U.S. citizen, this plea of Guilty/No Contest may result in my removal/ deportation, exclusion from admission to the U.S. and denial of naturalization. Additionally, if this plea is to any offense listed on the back of this form, then I will be deported, excluded from admission to the U.S., and denied naturalization. 14.
- 15. I understand that my plea of Guilty or No Contest in this case could result in revocation of my probation or parole in other cases and consecutive sentences. 15.

OTHER WAIVERS

- 16. **(Appeal rights)** I give up my right to appeal the following: 1) denial of my 1538.5 motion, 2) issues related to strikes priors (under PC sections 667(b)-(i) and 1170.2), and 3) any sentence stipulated herein. 16.
- 17. **(Harvey Waiver)** The sentencing judge may consider my prior criminal history and the entire factual background of the case, including any unfiled, dismissed, or stricken charges or allegations or cases when granting probation, ordering restitution, or imposing sentence. 17.
- 18. **(Arbuckle Waiver)** I give up my right to be sentenced by the judge who accepts this plea. 18.
- 19. **(Judicial Officer)** I agree that a duly appointed Commissioner or Temporary Judge may act as a Judge, accept this plea, impose sentence, and conduct any other post-conviction proceedings. 19.

PLEAS

- 20. I now plead Guilty/No Contest and admit the charges, convictions, and violations of probation described in paragraph #1, above, because I am guilty. I admit that on the dates charged; I (Describe facts as to each charge and allegation) I received, reviewed, understood and knowingly voted on Sweetwater's Conflict of Interest Code delineating the form 700 reporting requirements sent to Sweetwater Board by the Supt. In 2009, Davis selected School Board Member for the Sweetwater Union High School District. I accepted gifts from Ben Flores (SGT) in 2009 with a value of \$2099 & did not report them. The maximum fine is \$420. Ben Flores provided them online with the date of delivery and a receipt. I did not report them. 20.

Flores provided them online with the date of delivery and a receipt. I did not report them.

DEFENDANT <u>RICASA</u>	CASE NUMBER <u>SCD 235444</u>
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I DECLARE UNDER PENALTY OF PERJURY, under the laws of the State of California, that: (a) I have read, understood, and initialed each applicable item above and any attached addendum, and (b) everything on the form and any attached addendum is true and correct.

Date: 12/18/13 Defendant's signature: [Signature]
 Defendant's address: 1785 Sunny Crest Ln. San Jose Ca 95102
Street City State Zip
 Defendant's telephone no.: (619) 482-0044

ATTORNEY'S STATEMENT

I, the attorney for the defendant in the above-entitled case, personally read and explained to the defendant the entire contents of this plea form and any addendum thereto. I discussed all charges and possible defenses with the defendant, and the consequences of this plea, including any immigration consequences. I personally observed the defendant fill in and initial each item, or read and initial each item to acknowledge his/her understanding and waivers. I observed the defendant date and sign this form and any addendum. I concur in the defendant's plea and waiver of constitutional rights.

Date: 12/18/13 Allen Bloom [Signature]
(Print Name) Attorney for Defendant (Signature)
 (Circle one: PD / APD / PCC / RETAINED)

INTERPRETER'S STATEMENT (if Applicable)

I, the interpreter in this proceeding, having been duly sworn, truly translated this form, and any attached addendum, and all the questions therein to the defendant in the _____ language. The defendant indicated understanding of the contents of the form and then initialed and signed the form and any attached addendum.

Date: _____
(Print Name) Court Interpreter (Signature)

PROSECUTOR'S STATEMENT

The People of the State of California, plaintiff in the above-entitled criminal case, by and through its attorney concurs with the defendant's plea of Guilty/No Contest as set forth above.

Date: 12-18-13 Leon Schorr [Signature]
(Print Name) Deputy District Attorney/Deputy City Attorney (Signature)

COURT'S FINDING AND ORDER

The Court, having questioned the defendant/defendant's attorney concerning the defendant's plea of Guilty/No Contest and admissions of the prior convictions and allegations, if any, finds that: The defendant understands and voluntarily and intelligently waives his/her constitutional rights; the defendant's plea and admissions are freely and voluntarily made; the defendant understands the nature of the charges and the consequences of the plea and admissions; and there is a factual basis for same. The Court accepts the defendant's plea and admissions, and the defendant is convicted thereby.

Date: 12/18/2013 [Signature]
Judge/Commissioner of the Superior Court

DEFENDANT

CASE NUMBER

CERTAIN OFFENSES DEFINED AS MISDEMEANORS UNDER STATE LAW MAY BE CONSIDERED "AGGRAVATED FELONIES" UNDER FEDERAL LAW. ANY CONVICTION OF A NON-CITIZEN FOR AN "AGGRAVATED FELONY" AS DEFINED UNDER 8 U.S.C. § 1101(a)(43) WILL RESULT IN REMOVAL/DEPORTATION, EXCLUSION AND DENIAL OF NATURALIZATION.

"AGGRAVATED FELONIES" include, but are not limited to, the following crimes and any attempt or conspiracy to commit such crimes, even if the conviction is a misdemeanor under state law. (NOTE: Conviction of an aggravated felony is not the exclusive basis for which a defendant may or will be deported.)

1. **ANY CRIME OF VIOLENCE*** (Includes any offense that has as an element the use, attempted use, or threatened use of physical force against the person or property of another. (18 U.S.C. §16).)
2. **BURGLARY** (Except a vehicle or vessel, unless used as a residence)*
3. **CHILD PORNOGRAPHY OFFENSES**
4. **CONTROLLED SUBSTANCES****
 - a) **MISDEMEANOR POSSESSION OF ANY CONTROLLED SUBSTANCE** when the defendant has previously been convicted of a drug related offense
 - b) **POSSESSION FOR SALE OF CERTAIN CONTROLLED SUBSTANCES**
 - c) **SALE OF CERTAIN CONTROLLED SUBSTANCES**
 - d) **TRANSPORTATION OF CERTAIN CONTROLLED SUBSTANCES**
 - e) **MANUFACTURE/DISTRIBUTION OF CERTAIN CONTROLLED SUBSTANCES**
5. **FORGERY***
6. **FRAUD** (where loss to victim or victims exceeds \$10,000).
7. **MONEY LAUNDERING** (If amount over \$10,000).
8. **PERJURY/SUBORNATION** of Perjury or Bribery of a Witness
9. **PIMPING/PANDERING/OPERATING A PROSTITUTION BUSINESS**
10. **STATUTORY RAPE** ("Unlawful Sexual Intercourse")
11. **RECEIVING STOLEN PROPERTY ***
12. **SEXUAL ABUSE OF A MINOR** (Touching is not required, e.g. Indecent Exposure)
13. **THEFT** (Any type or amount)*
14. **TRAFFICKING IN VEHICLES WITH ALTERED VINS***

*Where the term imposed is at least one year, whether or not any or all of that term is stayed or suspended at the time of sentencing.

** See 21 U.S.C. § 802. Note, however, federal and state statutes defining controlled substances are not identical.

Factual basis would include 89503

I received, reviewed, understood and biannually voted on Sweetwater's conflict of interest code delineating the Form 700 reporting requirements sent to the Sweetwater Board by the Superintendent.

In 2009, I was an elected School Board Member for the Sweetwater Union High School District. I accepted gifts from Rene Flores (SGI) in 2009 with a value of \$2,099. The maximum amount one may lawfully receive from one source per year is four hundred and twenty dollars (\$420); Rene Flores provided these gifts with the intent to influence my vote on business awarded to Seville Group, Inc. ^{and I did not report them.} ~~and I did not report them.~~

Verified Second Amended Complaint for Declaratory Relief and Petition for Writ of Mandate

Exhibit "F"

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO		<small>For Court Use Only</small> SAN DIEGO SUPERIOR COURT	
PEOPLE vs <u>GREGORIO SANDOVAL</u> Defendant		APR 04 2014	
PLEA OF GUILTY/NO CONTEST - FELONY		CLERK OF THE SUPERIOR COURT	
		Court Number: <u>SCD235444</u>	DA Number:

I, the defendant in the above-entitled case, in support of my plea of Guilty/No Contest, personally declare as follows:

1. Of those charges now filed against me in this case, I plead Guilty to the following offenses and admit the enhancements, allegations and prior convictions as follows:

COUNT	CHARGE	ENHANCEMENT/ALLEGATION
CT I	PC 182(a)(1)	
CT 1A2	GC 89503	

PRIORS: (LIST ALLEGATION SECTION, CONVICTION DATE, COUNTY, CASE NUMBER, AND CHARGE)

2. I have not been induced to enter this plea by any promise or representation of any kind, except: (State any agreement with the District Attorney.)
Court INDICATES NOCT; SENTENCE TO COURT;

- 3. I am entering my plea freely and voluntarily, without fear or threat to me or anyone closely related to me.
- 4. I understand that a plea of No Contest is the same as a plea of Guilty for all purposes.
- 5. I am sober and my judgment is not impaired. I have not consumed any drug, alcohol or narcotic within the past 24 hours.

CONSTITUTIONAL RIGHTS

6a. I understand that I have the right to be represented by a lawyer at all stages of the proceedings. I can hire my own lawyer or the Court will appoint a lawyer for me if I cannot afford one.

I understand that as to all charges, allegations and prior convictions filed against me, and as to any facts that may be used to increase my sentence, now or in the future, I also have the following constitutional rights, which I now give up to enter my plea of guilty/no contest:

- 6b. I have the right to a speedy and public trial by jury. I now give up this right.
- 6c. I have the right to confront and cross-examine all the witnesses against me. I now give up this right.
- 6d. I have the right to remain silent (unless I choose to testify on my own behalf). I now give up this right.
- 6e. I have the right to present evidence in my behalf and to have the court subpoena my witnesses at no cost to me. I now give up this right.

Defendant:

Gregorio SANDOVAL

CASE NUMBER:

SLD 275444

CONSEQUENCES OF PLEA OF GUILTY OR NO CONTEST

7a. I understand that I may receive this maximum punishment as a result of my plea: 3 years imprisonment or imprisonment plus a term of mandatory supervision; \$ 20,000 fine; and 4 years parole or post-release community supervision, with return to custody for every violation of a condition thereof. If I am not sentenced to imprisonment, I may be granted probation for a period up to 5 years or the maximum term of imprisonment, whichever is greater. As conditions of probation I may be given up to a year in jail custody, plus the fine, and any other conditions deemed reasonable by the Court. I understand that if I violate any condition of probation I can be sentenced to imprisonment for the maximum term as stated above. [initials]

7b. I understand that I must pay a restitution fine (\$200 - \$10,000), that I will also be subject to a suspended fine in the same amount, and that I must pay full restitution to all victims. [initials]

7c. I understand that my conviction in this case will be a serious/violent felony ("strike") resulting in mandatory denial of probation, substantially increased penalties, and a term in State Prison in any future felony case. [initials]

7d. I understand that if I am not a U.S. citizen, this plea of Guilty/No Contest may result in my removal/deportation, exclusion from admission to the U.S. and denial of naturalization. Additionally, if this plea is to an "Aggravated Felony" listed on the back of this form, then I will be deported, excluded from admission to the U.S., and denied naturalization. [initials]

7e. I understand that my plea of Guilty or No Contest in this case could result in revocation of my probation, mandatory supervision, parole or post-release supervision in other cases, and consecutive sentences. [initials]

7f. My attorney has explained to me that other possible consequences of this plea may be: (Circle applicable consequences.) [initials]

- (1) Consecutive sentences
- (2) Loss of driving privileges
- (3) Commitment to Youth Authority
- (4) Lifetime registration as an arson / sex offender
- (5) Registration as a narcotic / gang offender
- (6) Cannot possess firearms or ammunition
- (7) Blood test and saliva sample
- (8) Priorable (increased punishment for future offenses)

- (9) Prison prior
- (10) Mandatory imprisonment
- (11) Mandatory State Prison
- (12) Presumptive imprisonment
- (13) Presumptive State Prison
- (14) Sexually Violent Predator Law
- (15) Possible/Mandatory hormone suppression treatment
- (16) Reduced conduct/work credits

- a. Limited local credits (290/serious/prior)
- b. Violent Felony (No credit or max. 15%)
- c. Prior Strike(s) (No credit to max. 20%)
- d. Murder on/after 6/3/98 (No credit)
- (17) Loss of public assistance
- (18) AIDS education program
- (19) Other: _____

8. (Appeal Rights) I give up my right to appeal the following: 1) denial of my 1538.5 motion, 2) issues related to strike priors (under PC sections 667(b)-(i) and 1170.12), and 3) any sentence stipulated herein. [initials]

9. (Harvey Waiver) The sentencing judge may consider my prior criminal history and the entire factual background of the case, including any unfiled, dismissed or stricken charges or allegations or cases when granting probation, ordering restitution or imposing sentence. [initials]

10. (Blakely waiver) I understand that as to any fact in aggravation that may be used to increase my sentence on any count or allegation to the upper or maximum term provided by law, I have the constitutional rights listed in paragraphs 6b-6e. I now give up those rights and agree that the sentencing judge may determine the existence or non-existence of any fact in aggravation, either at the initial sentencing or at any future sentencing in the event my probation is revoked. [initials]

11. (Cruz Waiver) Negotiated Disposition pursuant to PC 1192.5: I understand that if pending sentencing I am arrested for or commit another crime, violate any condition of my release, or willfully fail to appear for my probation interview or my sentencing hearing, the sentence portion of this agreement will be cancelled. I will be sentenced unconditionally, and I will not be allowed to withdraw my guilty/no contest plea(s). [initials]

12. (Arbuckle Waiver) I give up my right to be sentenced by the judge who accepts this plea. [initials]

13. (Probation Report) I give up my right to a full probation report before sentencing. [initials]

Defendant:

Congorci SANDOVAL

CASE NUMBER:

SCD 275449

14. (Evidence Disposal Waiver) I give up my interest in all non-biological property/evidence impounded during the investigation of this case except Personal room contents and acknowledge that if I listed any property here, I must also file a claim with the impounding agency within 60 days after pronouncement of judgment or my ability to make a claim will expire.

PLEA

15. I now plead Guilty/No Contest and admit the charges, convictions and allegations described in paragraph #1, above. I admit that on the dates charged, I: (Describe facts as to each charge and allegation)

I unlawfully Agreed with one or more individuals to the offense of offering valuable thing to Board Members of the Sweetwater High School District in violation of C.C. § 35230 as defined in the Attachment to this document, while I was a Sweetwater School Board Member

16. I declare under penalty of perjury that I have read, understood, and initialed each item above and any attached addendum, and everything on the form and any attached addendum is true and correct.

Dated:

4/4/14

Defendant's Signature

Rogelio R. Sandoval

Defendant's Address:

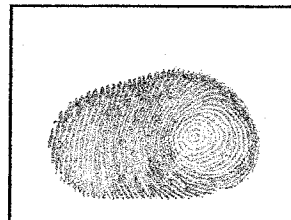
Street

City

State

Zip

Telephone Number: ()



Defendant's Right Thumb Print

ATTORNEY'S STATEMENT

I, the attorney for the defendant in the above-entitled case, personally read and explained to the defendant the entire contents of this plea form and any addendum thereto. I discussed all charges and possible defenses with the defendant, and the consequences of this plea, including any immigration consequences. I personally observed the defendant fill in and initial each item, or read and initial each item to acknowledge his/her understanding and waivers. I observed the defendant date and sign this form and any addendum. I concur in the defendant's plea and waiver of constitutional rights.

Dated:

4-4-14

(Print Name)

Ricardo Gonzalez / Kim M. [Signature]

Attorney for Defendant

(Signature)

(Circle one: PD / APD / OAC / RETAINED)

INTERPRETER'S STATEMENT (If Applicable)

I, the sworn _____ language interpreter in this proceeding, truly translated for the defendant the entire contents of this form and any attached addendum. The defendant indicated understanding of the contents of this form and any addendum and then initialed and signed the form and any addendum.

Dated:

(Print Name)

Court Interpreter

(Signature)

PROSECUTOR'S STATEMENT

The People of the State of California, plaintiff, by its attorney, the District Attorney for the County of San Diego, concurs with the defendant's plea of Guilty/No Contest as set forth above.

Dated:

4-4-14

(Print Name)

Leon Schell

Deputy District Attorney

(Signature)

COURT'S FINDING AND ORDER

The Court, having questioned the defendant and defendant's attorney concerning the defendant's plea of Guilty/No Contest and admissions of the prior convictions and allegations, if any, finds that: The defendant understands and voluntarily and intelligently waives his/her constitutional rights; the defendant's plea and admissions are freely and voluntarily made; the defendant understands the nature of the charges and the consequences of the plea and admissions; and there is a factual basis for same. The Court accepts the defendant's plea and admissions, and the defendant is convicted thereby.

Dated:

4-4-14

[Signature]

Judge of the Superior Court

ANA ESPAÑA

Government Code § 89503: I received, reviewed, understood and biannually voted on Sweetwater's conflict of interest code delineating the Form 700 reporting requirements sent to the Sweetwater Board by the Superintendent. In 2008, I was an elected School Board Member for the Sweetwater Union High School District. I accepted gifts from Henry Amigable of Gilbane in 2008 with a total value of more than \$2,770 and I did not report them. The maximum amount of gifts one may receive from one source per year as of 2008 was four hundred twenty dollars (\$420). Henry Amigable provided these gifts with the intent to influence my vote on business awarded to Gilbane, his employer.

Handwritten initials

PROOF OF SERVICE

1. My name is Alison Greenlee. I am over the age of eighteen. I am employed in the State of California, County of San Diego.

2. My business _____ residence address is Briggs Law Corporation
814 Morena Blvd. Suite 107, San Diego, CA 92110

3. On August 19, 2014, I served _____ an original copy a true and correct copy of the following documents: Verified Second Amended Complaint for Declaratory Relief and Petition for Writ of Mandate

4. I served the documents on the person(s) identified on the attached mailing/service list as follows:

_____ *by personal service*. I personally delivered the documents to the person(s) at the address(es) indicated on the list.

by U.S. mail. I sealed the documents in an envelope or package addressed to the person(s) at the address(es) indicated on the list, with first-class postage fully prepaid, and then I

_____ deposited the envelope/package with the U.S. Postal Service

placed the envelope/package in a box for outgoing mail in accordance with my office's ordinary practices for collecting and processing outgoing mail, with which I am readily familiar. On the same day that mail is placed in the box for outgoing mail, it is deposited in the ordinary course of business with the U.S. Postal Service.

I am a resident of or employed in the county where the mailing occurred. The mailing occurred in the city of San Diego, California.

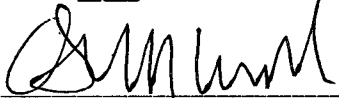
_____ *by overnight delivery*. I sealed the documents in an envelope/package provided by an overnight-delivery service and addressed to the person(s) at the address(es) indicated on the list, and then I placed the envelope/package for collection and overnight delivery in the service's box regularly utilized for receiving items for overnight delivery or at the service's office where such items are accepted for overnight delivery.

_____ *by facsimile transmission*. Based on an agreement of the parties or a court order, I sent the documents to the person(s) at the fax number(s) shown on the list. Afterward, the fax machine from which the documents were sent reported that they were sent successfully.

by e-mail delivery. Based on the parties' agreement or a court order or rule, I sent the documents to the person(s) at the e-mail address(es) shown on the list. I did not receive, within a reasonable period of time afterward, any electronic message or other indication that the transmission was unsuccessful.

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

Date: August 19, 2014

Signature: 

SERVICE LIST

San Diegans for Open Government v. Sweetwater Union High School
San Diego County Superior Court Case No. 37-2012-00091137-CU-MC-CTL

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Attorneys for Defendant and Real Party in
Interest The Seville Group