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LOCAL 145

7 BEFORE THE

8 PUBLIC EMPLOYMENT RELATIONS BOARD

9 SAN DIEGO MUNICIPAL EMPLOYEES)
ASSOCIATION,)
10)
Charging Party,)
11)
v.)
12)
CITY OF SAN DIEGO,)
13)
Respondent.)
14)

CASE NO.: LA-CE-746-M

OPPOSITION OF SAN DIEGO
FIREFIGHTERS IAFF LOCAL 145 TO
CITY OF SAN DIEGO'S
CONSOLIDATED MOTION TO
DISMISS COMPLAINTS

15 DEPUTY CITY ATTORNEYS)
ASSOCIATION,)
16)
Charging Party,)
17)
v.)
18)
CITY OF SAN DIEGO,)
19)
Respondent.)
20)

CASE NO.: LA-CE-752-M

21 AMERICAN FEDERATION OF STATE,)
COUNTY AND MUNICIPAL)
22 EMPLOYEES, AFL-CIO, LOCAL 127,)
23)
Charging Party,)
24)
v.)
25)
CITY OF SAN DIEGO,)
26)
Respondent.)
27)

CASE NO.: LA-CE-755-M

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SAN DIEGO CITY FIREFIGHTERS)
LOCAL 145,)
)
Charging Party,)
)
v.)
)
CITY OF SAN DIEGO,)
)
Respondent.)

CASE NO.: LA-CE-758-M

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I. INTRODUCTION

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This Memorandum of Points and Authorities is submitted on behalf of Charging Party, San Diego Firefighters Local 145 ("Local 145"). The City's Consolidated Motion to Dismiss makes the same arguments made in its Motion to Dismiss the unfair practice charge filed by San Diego Municipal Employees Association in Case No. LA-CE-755-M.¹ In addition to the arguments already made and denied by the Administrative Law Judge, the City adds two additional arguments which are simply restatements of the other arguments made. None of the already made arguments or new arguments support the City's Motion to Dismiss. The City has asserted no grounds in its Consolidated Motion to Dismiss that divest PERB of jurisdiction over the charges filed.

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The City's Consolidated Motion to Dismiss must be denied because, if the material allegations in the Complaint are assumed to be true as this Motion requires, a violation of the MMBA would be established as a matter of law. To the extent that the City seeks to establish that the Mayor was *not* an *agent* of the City when engaging in the activities alleged in the Complaint, the City must do so at an evidentiary hearing because the City may not contradict the truth of this allegation when arguing the merits of its Motion to Dismiss. To the extent that the City seeks to establish facts in support of its Motion related to the respective MMBA-related roles of the Mayor and City Council under City's "strong Mayor" form of governance, the City has failed to do so. It has offered only the argument of counsel and no admissible evidence. Moreover, its argument is contradicted by the City Attorney's own Memorandum of Law dated January 26, 2009, and attached
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¹MEA is not party to the motion to the dismiss as a result of the City's Motion to Dismiss Case No. LA-CE-755-M having been denied.

1 as Exhibit 20 to MEA's ULP which were incorporated into the unfair practice charge filed by
2 San Diego Firefighters Local 145.

3 **II. CITY'S MOTION TO DISMISS MUST BE EVALUATED UNDER SUMMARY**
4 **JUDGMENT STANDARDS**

5 PERB treats a motion to dismiss as a motion for summary judgment. *California State*
6 *Employees Ass'n*, PERB Decision No. 733-S at pp. 7-8 (1989). All facts are assumed in favor of the
7 non-moving party. *Id.* The motion to dismiss is granted only if the moving party can show that it
8 is entitled to judgment as a matter of law on a dispositive issue. *Id.*; *see also State of California*
9 *(State Personnel Bd.)*, PERB Decision No. 1864-S at 21-23 (holding that a showing on the non-
10 dispositive issue of whether State Personnel Board is an "employer" was not a proper basis on which
11 to grant a motion to dismiss).

12 **III. ASSUMING THE TRUTH OF THE ALLEGATIONS OF THE COMPLAINT, A**
13 **VIOLATION OF THE MMBA IS ESTABLISHED AS A MATTER OF LAW AND**
14 **CITY'S MOTION TO DISMISS MUST BE DENIED**

15 **A. Although City Denied the Allegations of the Complaint in Its Answer, These**
16 **Allegations Are Assumed To Be True When Ruling On City's Motion**

17 There is no dispute that the city refused to Local 145's demand to meet and confer in this
18 case. The allegations relating to the acts of the City through its agents are taken as true for purposes
19 of the Motion to Dismiss. A resolution of whether in fact the acts occurred as alleged and whether
20 they establish a violation of MMBA can only be made through the administrative hearing process.

21 The City by its Consolidated Motion to Dismiss now seeks to avoid an administrative hearing
22 by arguing that, assuming these allegations are true – i.e., that "Respondent (City), *through its*
23 *agents, including chief labor negotiator San Diego City Mayor Jerry Sanders*, has co-authored,
24 developed, sponsored, promoted, funded, and implemented a pension reform initiative, referred to
25 as the "Comprehensive Pension Reform Initiative for San Diego" ("Initiative)," and that the City
26 denied the request by Local 145 to meet and confer over the Initiative that impacted wages and
27 retirement benefits for bargaining unit members – there has been no violation of the MMBA as a
28 matter of law.

29 The City argues that the actions *of its agents, including chief labor negotiator San Diego City*
30 *Mayor Jerry Sanders* with regard to this CPR Initiative – assumed to be true as alleged in Complaint

1 – are irrelevant, and, therefore, the City’s refusal to meet and confer with the charging parties
2 regarding the provisions of the CPR Initiative which impact wages and retirement benefits for
3 bargaining unit members – also assumed to be true as alleged in Complaint – are of no legal
4 consequence. But this argument is entirely frivolous because, if these allegations are assumed to be
5 true (as City’s Motion requires), City’s refusal to bargain when *its agents, including chief labor*
6 *negotiator San Diego City Mayor Jerry Sanders*, co-authored, developed, sponsored, promoted,
7 funded, and implemented” the CPR Initiative, constitutes a violation of the MMBA as a matter of
8 law and City’s motion to dismiss must be denied.

9 **B. City’s “Argument” About the Roles of Mayor and City Council in the Meet and**
10 **Confer Process Is *Not* Based on Admissible Evidence and Is Contradicted By**
11 **City’s Own Prior Admissions**

12 The City offers only the argument of counsel in an attempt to establish “facts” related to the
13 respective roles of the Mayor and City Council under the City’s “strong Mayor” form of governance.
14 This argument was fully briefed in MEA’s Opposition to the City’s Motion to Dismiss the MEA
15 Complaint.

16 As noted by MEA in its opposition, the City Attorney contradicts the argument it makes in
17 this motion in his Memorandum of Law (“MOL”) dated January 26, 2009, which was attached as
18 Exhibit 20 to MEA’s ULP. This MOL acknowledges on its face that it is “presented in response to
19 numerous questions that have arisen regarding the impasse procedures for resolution of disputes
20 between the (City) and its recognized employee organizations, in light of the recent decision of
21 (PERB) in the case, *AFSCME Local 127 & San Diego Municipal Employees Association v. City of*
San Diego, PERB No. HO-U-946-M, 32 PERC 146, September 18, 2008.”

22 After noting that Mayor Sanders serves as the City’s Chief Executive Officer with the
23 authority to give controlling direction to the administrative service of the City and to make
24 recommendations to the City Council concerning the affairs of the City, the City Attorney cautioned
25 in this MOL that the *City* is held to account when the Mayor violates the MMBA in connection with
26 his distinct labor relations role under the Charter:

27 Notwithstanding any distinctions in the Charter’s roles for the Council, the Mayor,
28 the Civil Service Commission , and other City officials or representatives, the City
is considered a single employer under the MMBA. Employees of the City are

1 employees of the municipal corporation. *See* Charter § 1. The City itself is the
2 public agency covered by the MMBA. In determining whether or not the City has
3 committed an unfair labor practice in violation of the MMBA, PERB will consider
4 the actions of all officials and representatives acting on behalf of the City. (ULP
5 Exhibit 20, 1/26/09 MOL, p. 12)

6 Indeed, just as the City Attorney’s 1/26/09 MOL acknowledges, in determining whether or
7 not the City has committed an unfair labor practice in violation of the MMBA, PERB will consider
8 the actions of all officials and representatives acting on behalf of the City. *See San Diego*
9 *Firefighters, Local 145, I.A.F.F. v City of San Diego (Office of the City Attorney)* 2010 PERB
10 Decision No. 2103-M [the City, through the City Attorney, advocated a course of action in
11 circumvention of the exclusive representative or otherwise used his communication to commit an
12 unfair labor practice].

13 In this same 1/26/09 MOL, the City Attorney *contradicts* the argument he now makes in
14 support of City’s Motion to Dismiss. This MOL emphasizes that:

15 The Mayor does not vote on matters before the City Council, but shall “recommend
16 to the Council such measures and ordinances as he or she may deem necessary or
17 expedient, and to make such other recommendations to the Council, concerning the
18 affairs of the City as the Mayor finds desirable.” Charter § 265(b)(3). Inherent
19 within the authority of the Mayor as the elected head of the executive and
20 administrative service is the responsibility of representing the City in labor
21 negotiations with the City’s recognized employee organizations. **However, it is a
22 shared duty with the City Council.** Under Government Code section 3505, “meet
23 and confer” is defined as the mutual obligation of the public agency and its employee
24 organizations to meet “to exchange freely information, opinions, and proposals, and
25 to endeavor to reach agreement on matters within the scope of representation prior
26 to the adoption by the public agency of its final budget for the ensuing year.” Cal.
27 Gov’t Code § 3505. It is the duty of the Mayor “to prepare and submit to the Council
28 the annual budget estimate” and “to see that the ordinances of the City and the laws
of the State are enforced.” Charter, § 28. It is the duty of the Mayor to ensure that the
City’s responsibilities under the MMBA as they relate to communications with
employees are met. *See* Cal. Gov. Code § 3500(a). (MOL, pp. 9-10, emphasis
added.)

29 This MOL further confirms that the administrative duties of the Mayor include the work of meeting
30 and conferring with the City’s represented employee organizations – citing an opinion of the
31 California Attorney General to the effect that this administrative function is not merely an advisory
32 one in terms of the legislative body; instead, though admittedly it cannot bind the local agency to a
33 “labor contract,” the bargaining team has a duty to negotiate to the point of attempting to reach and

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1 reduce an agreement to writing to be submitted to the legislative body for consideration and possible
2 adoption. (MOL, p. 10.)

3 Finally, the City Attorney explains that the Mayor *heads* the City's negotiating team and that
4 it is the Mayor who determines the City's "last, best and final offer" at the bargaining table. While
5 the City Council may disagree with the Mayor's position after conducting an impasse hearing under
6 the City's Employee-Employer Relations Policy and may direct the Mayor and recognized bargaining
7 organizations to return to the bargaining table over the *Council's alternative proposal*, the Mayor
8 may veto this directive. "In exercising these powers," the MOL cautions, the Mayor and Council
9 must use care so as to not abrogate the state law duty to bargain in good faith." (MOL, p. 4)

10 Furthermore, months earlier, on June 19, 2008, the City Attorney had issued another
11 Memorandum of Law ("MOL") entitled "Pension Ballot Measure Questions." (See Exhibit 5 to
12 MEA's ULP and incorporated by reference in the unfair practice charge filed by Local 145.) This
13 Memorandum addressed the prospect of a *Mayoral*-sponsored "citizen initiative" based on the
14 following "back story." A bargaining impasse had arisen between the City and MEA related to the
15 Mayor's proposed pension plan changes during the 2008 meet and confer process for a new
16 Memorandum of Understanding. Pursuant to City's Employer-Employee Relations Policy, the City
17 Council conducted an impasse hearing over the Mayor's Last, Best and Final Offer ("LBFO").
18 When the City Council failed to *impose* the Mayor's LBFO at the conclusion of the impasse hearing,
19 Mayor Sanders reacted with anger and frustration – suggesting that he would lead an initiative to
20 accomplish the pension reform changes he sought at the ballot box. The City Attorney's 2008
21 Memorandum responded to this situation by describing the Mayor's rights and responsibilities in
22 these circumstances:

23
24 While (the Mayor) does have the right to initiate or sponsor a voter petition drive (see
25 Government Code section 3203), such sponsorship is legally considered as acting
26 with apparent governmental authority, and will require the Mayor to meet-and-confer
27 with the labor organizations over a voter initiative pension ballot measure that he
28 sponsors. . . . The Mayor has ostensible or apparent authority to negotiate with the
employee labor organizations over any ballot measure he sponsors or initiates,
including a voter-initiative. The *City*, therefore, would have the same meet-and-
confer obligations with its unions over a voter-initiative sponsored by the Mayor as
with any City proposal implicating wages, hours, or other terms and conditions of
employment. (ULP Exhibit 5, p. 9)

1 Accordingly, under no circumstances has the City established, based on admissible evidence,
2 that there is no factual dispute for hearing in this case and that it is entitled to a dismissal of the
3 Consolidated Complaints on the ground that no unfair practice occurred here as a matter of law. The
4 City's Motion should be denied.

5 **IV. CITY'S MOTION ERRONEOUSLY ASSERTS THAT PERB LACKS**
6 **JURISDICTION OVER THE CHARGING PARTIES' ULPS BECAUSE THE STATE**
7 **CONSTITUTION AND ELECTIONS CODE RELATED TO "CITIZENS'**
8 **INITIATIVES" MAY BE IMPLICATED**

9 The City argues that PERB has no jurisdiction over this unfair practice case because it
10 implicates issues under the Election Code and allegedly threatens the constitutional rights of citizens
11 to propose ballot initiatives. The City's argument ignores extensive case law confirming that PERB
12 not only has the right but the duty to perform its statutory mandate of investigating, adjudicating, and
13 remedying unfair practices, even when doing so requires PERB to harmonize the statutes under its
14 jurisdiction with other statutory and constitutional provisions. *See State of California (State*
15 *Personnel Bd.)*, PERB Decision No. 1491-S at p. 10 (2002). Even when an alleged unfair practice
16 implicates a statutory scheme that explicitly supersedes "the general law of the state," "PERB is
17 charged with the exclusive initial jurisdiction to consider the alleged unfair practice while
18 harmonizing the purposes of [the bargaining statute] with those of [the implicated statutory
19 provisions]." *Wilmar Union Elementary School Dist.*, PERB Decision No. 1371 at p. 12-14. As
20 recognized by the California Supreme Court:

21 The inquiry is properly not much which statutory scheme prevails [over the other],
22 but rather how each can be harmonized to give them reasonable and full effect. Each
23 agency operates under different statutory schemes, but not to defeat each other's
24 authority. . . . PERB . . . has been given a [specialized and focused] task: to protect
25 both employees and [public employers] from violations of the organizational and
26 collective bargaining rights guaranteed by [collective bargaining statutes]. . . . [T]he
27 legislature evidently thought it important to assign the task of investigating potential
28 violations of [the bargaining statutes] to an agency which possesses and can further
develop specialized expertise in the labor relations field.

Pacific Legal Found. v. Brown (1981) 29 Cal. 3d. 168, 197-98 (internal quotations and citations
omitted).

PERB also maintains jurisdiction over the unfair practice charge at issue here despite the
City's contention that the constitutional rights of citizens to propose ballot initiatives are implicated.

1 PERB has authority to interpret the statutes under its jurisdiction in light of constitutional standards.
2 *Cumero v. PERB* (1989) 49 Cal. 3d 575, 583. “The mere fact that constitutional rights may be
3 implicated or have some bearing on this dispute does not in and of itself divest PERB of jurisdiction
4 to consider [an alleged violation of a statute under PERB’s jurisdiction].” *Wilmar Union Elementary*
5 *School Dist., supra*, at p. 15.

6 The key inquiry in this case is whether the City violated its meet and confer obligations under
7 the MMBA based on the conduct alleged in the Charge and in the Complaint. This is a question
8 within the *exclusive* initial jurisdiction of PERB. As established case law confirms, PERB has the
9 power to answer this question while harmonizing the MMBA with the Election Code and the
10 California Constitution. Furthermore, *only PERB* can determine, in the first instance, whether the
11 MMBA has been violated. If PERB were to decline jurisdiction to resolve the alleged unfair practice
12 – as City’s Motion argues it should – PERB would be relinquishing its statutory responsibilities
13 under the MMBA; such an action “would conflict with legal principles requiring exhaustion of
14 administrative remedies and PERB’s preemptive jurisdiction.” *State of California (State Personnel*
15 *Board)*, PERB Decision No. 1491a-S at p. 5 (2002)

16 The City’s citation to the decisions in *Friends of Sierra Madre v City of Sierra Madre*, (2001)
17 25 Cal 4th 165 and *Stein v City of Santa Monica*, (1980) 110 Cal App 3d 458 are not applicable in
18 this case. Those cases involve the California Environmental Quality Act which has no agency
19 legislatively created to have exclusive initial jurisdiction over CEQA compliance.

20 **V. THE FACT THERE IS NO CASE DIRECTLY ON POINT DOES NOT SUPPORT**
21 **THE MOTION TO DISMISS**

22 The City argues that there is no case on point finding an unfair practice based upon the
23 allegations in the Consolidated Complaints. The fact that there is no reported case relating to a
24 Mayor or Councilmembers intentionally deciding to avoid the meet and confer process by way of
25 a “Citizens’ Initiative” is not determinative of this case. The issue here is whether the actions of the
26 Mayor relating to the CPR Initiative violate the MMBA. It is for the ALJ and PERB to determine
27 if in fact the Mayor’s actions were engaged in to avoid the obligations to meet and confer under the
28 MMBA. Under the City’s theory no matter could be considered to be an unfair labor practice unless

1 it had been committed by someone else and already determined to be a violation of the MMBA.
2 There is no support in the law for this argument.

3 **VI. THE MAYOR HAD NO FIRST AMENDMENT RIGHT TO VIOLATE THE MMBA**

4 The City argues in support of dismissal that the Mayor and Councilmembers “may act
5 privately and have a fundamental First Amendment right to express their views on ‘matters of public
6 concern.’” (City’s Motion, 12:19-25) As already noted, the allegation set forth in the Complaint (¶
7 3) is assumed to be true for purposes of this Motion is that “Respondent (City), through its agents,
8 including chief labor negotiator San Diego City Mayor Jerry Sanders, has co-authored, developed,
9 sponsored, promoted, funded, and implemented a pension reform initiative, referred to as the
10 Comprehensive Pension Reform Initiative (“Initiative”).” If City intends to establish a contrary fact
11 – i.e., that the Mayor and Councilmembers acted as *private citizens* and not in their official capacities
12 when doing the acts alleged, this evidence must be adduced at the administrative hearing so that a
13 determination regarding the true facts may be made. For purposes of this motion, the argument of
14 counsel that these elected officials “may act privately” is irrelevant and inadmissible.

15 Moreover, the City’s free speech argument ignores the case law interpreting free speech
16 rights in the context of the collective bargaining statutes administered by PERB. Indeed, because
17 many unfair practices involve or include speech – oral or written – City’s argument taken to its
18 logical extreme would result in a virtual nullification of the MMBA. Thus, under the MMBA, an
19 employer’s speech is *not* protected if it is used as a means for violating the MMBA. *City of San*
20 *Diego (Office of the City Attorney)*, PERB Decision No. 2103-M (2010). In *City of San Diego*,
21 PERB held that the City violated the MMBA when its City Attorney bypassed the exclusive
22 bargaining representative in encouraging employees to rescind their purchase of service credits from
23 the City’s retirement system. *Id.* at p. 8. The City Attorney’s actions violated the MMBA because
24 he went beyond merely communicating existing facts, views, arguments, or opinions, and
25 “advocate[d] a course of action in circumvention of the exclusive representative.” *Id.* at p. 12. In
26 *Rio Hondo Community College District* PERB Decision No. 128 (1980), PERB held that an
27 employer has the right to “express its views on employment related matters over which it has
28 legitimate concerns in order to facilitate full and knowledgeable debate,” but may not engage in

1 negotiations over matters within the scope of representation with persons or groups other than the
2 exclusive representative. Employer speech that goes beyond mere expression of opinion or
3 communications of existing facts, but instead advocates or solicits a course of action, is not subject
4 to free speech protections. *State of California (Department of Transportation) (1996) PERB*
5 *Decision No. 1176-S (CalTrans).*

6 In this case, the Mayor and the councilmembers circumvented the City's meet and confer
7 obligations and advocated a specific course of action. As indicated by *City of San Diego*, PERB
8 Decision No. 2103-M (2010) and the cases discussed therein, the right of any City agent to express
9 opinions on matters affecting bargaining rights is limited by the City's obligations under the MMBA.
10 Harmonizing the free speech rights of City's agents with the City's bargaining obligations to
11 determine whether an unfair practice has been committed is a matter within the exclusive initial
12 jurisdiction of PERB, and the free speech interest asserted by the City is not a ground for granting
13 a motion to dismiss.

14 Accordingly, there is no free speech protection for the Mayor's conduct in "advocat[ing] a
15 course of action in circumvention of the exclusive representative," and in determining whether or
16 not the City has committed an unfair labor practice in violation of the MMBA, PERB will consider
17 the actions of all officials and representatives acting on behalf of the City. *City of San Diego.*

18 **VII. THE CITY'S ARGUMENT THAT THE MEET AND CONFER REQUIREMENT IS**
19 **INCOMPATIBLE WITH AN INITIATIVE MISSES THE POINT OF THE UNFAIR**
20 **PRACTICE CHARGE**

21 This argument which was not made in the Motion to Dismiss MEA's Unfair Practice Charge
22 is simply the same argument made by the City in other sections. The issue in this case is whether
23 the Mayor's actions related to the "Citizens' Initiative" violated the MMBA. The Charging Parties
24 have alleged that the Mayor intentionally avoided the meet and confer obligation by use of the
25 "Citizens' Initiative." As stated earlier, the law does not permit the Mayor or City Council to by-
26 pass the meet and confer obligations by having "citizens" file an initiative that the Mayor writes,
27 negotiates the final terms of, funds, and actively solicits. The City in this argument as in other
28 arguments, assumes a fact in dispute, whether the initiative process was used by the City and its
agents, to avoid the legal obligations under the MMBA.

1 **VIII. THE CITY’S ASSERTIONS ABOUT PERB’S JURISDICTION OR AUTHORITY**
2 **RELATED TO REMEDY DO NOT SUPPORT ITS MOTION TO DISMISS**

3 The MMBA, Gov. Code § 3509 provides that the “initial determination as to whether the
4 charge of unfair practice is justified *and, if so, the appropriate remedy necessary to effectuate the*
5 *purposes of this chapter*, shall be a matter within the exclusive jurisdiction of the board” (emphasis
6 added).

7 PERB possesses broad discretion to take action and issue orders as necessary to
8 effectuate the purposes and policies of the MMBA. In carrying out this statutory
9 mandate, PERB is authorized to issue a decision and order directing an offending
10 party to cease and desist from the unfair practice. In addition to a cease and desist
order, PERB has the authority and long standing practice of ordering a restoration of
the status quo ante for unilateral change violations. This is typically accomplished by
requiring the employer to rescind the unilateral change and make employees whole
for losses suffered as a result of the unlawful unilateral change.

11 *County of Sacramento*, PERB Decision No. 2045-M at p. 3 (2009).

12 Thus, the City’s conclusion that even if the Mayor’s involvement is proven, nothing can be
13 done in this case fails to recognize PERB’s legislatively created ability to issue a particular remedy
14 if an unfair practice in violation of MMBA is determined to have occurred. Arguments related to
15 the remedy should be made to the ALJ and to PERB. PERB’s remedies must be properly tailored
16 to the specific nature of the violation found. *See Palm Springs Unified School Dist.*, PERB Decision
17 No. 249 (1982). The proper exercise of PERB’s remedial authority in this case can only be known
18 after PERB determines whether the City in fact violated the MMBA and, if so, what the precise
19 nature of the violation is. Further, the issue of remedy is not dispositive of the entire charge, and
20 thus cannot be a basis for dismissing the charge. *See State of California (State Personnel Bd.)*,
21 PERB Decision No. 1864-S at 21-23 (holding that showing on a non-dispositive issue is not a proper
22 basis on which to grant a motion to dismiss).

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1 **IX. CONCLUSION**

2 For all of these reasons, City's Consolidated Motion to Dismiss should be denied and the
3 matter heard and decided in the noticed formal administrative hearing.

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5 Dated: July 11, 2012

TOSDAL, SMITH, STEINER & WAX

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7 BY: 
8 _____
9 Fern M. Steiner
10 Attorneys for Charging Party
11 San Diego Municipal Employees Association
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PROOF OF SERVICE

I declare that I am a resident of or employed in the County of San Diego, State of California. I am over the age of 18 years and not a party to the within entitled cause. The name and address of my residence or business is Tosdal, Smith, Steiner & Wax
401 West A Street, Suite 320, San Diego, California 92101.

On July 11, 2012, I served the Opposition of San Diego Firefighters
(Date) (describe document(s))

IAFF Local 145 to City of San Diego's Consolidated Motion to Dismiss Complaints
on the parties listed below (include name, address and, where applicable, fax number) by (check the applicable method or methods):

placing a true copy thereof enclosed in a sealed envelope for collection and delivery by the United States Postal Service or private delivery service following ordinary business practices with postage or other costs prepaid;

personal delivery;

facsimile transmission in accordance with the requirements of PERB Regulations 32090 and 32135(d).

See attached

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on July 11, 2012, at San Diego, California.

Elizabeth Diaz
(Type or print name)


(Signature)

Attachment to Proof of Service - also served by Email:

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