



LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE
BUREAU OF PROSECUTION SUPPORT OPERATIONS

STEVE COOLEY • District Attorney
JACQUELYN LACEY • Chief Deputy District Attorney
SHARON J. MATSUMOTO • Assistant District Attorney

LAEL R. RUBIN • Director

June 14, 2012

Corey Eib
1278 Glenneyre No. 261
Laguna Beach, CA 92651

Dear Mr. Eib:

CALIFORNIA PUBLIC RECORDS ACT REQUEST

We have reviewed your Public Records Act (PRA) request dated May 25, 2012 seeking:

Subscribed Oath of Office and Badge Numbers for District Attorney Investigators:

- (1) Richard Ballou; (2) Christopher Rentie; (3) Joyce Toby-Kerchisnik; (4) Susan Wiggins; (5) Janelle Meier; (6) Jay Chapman; (7) Pete Parmalis (sic); (8) Teresa Carver.

The badge numbers for each employee are as follows: (1) Richard Ballou, No. 177; (2) Christopher Rentie, No. 212; (3) Joyce Toby-Kerchisnik, No. 172; (4) Susan Wiggins, No. 247; (5) Janelle Meier, No. 190; (6) Jay Chapman, No. 22; (7) Pete Parmalis (sic), No. 53; (8) Teresa Carver, No. S-22;

There are documents which are responsive to your request. Specifically with regard to the Oath of Office for each employee, the documents to be released total 8 pages. Generally speaking, personnel records are exempt from disclosure under the PRA. (Gov. Code Section 6254, subd. (c) [to protect "unwarranted invasion of personal privacy"].) So too are items for which disclosure is prohibited by other statute. (Gov. Code Section 6254, subd. (k); Penal Code sections 832.7 and 832.8.) Additionally, materials of a portion of them are purely personal and, therefore, exempt. (*San Gabriel Valley Tribune v. Superior Court* (1983) 143 Cal.App.3d 762, 774 [personal communications contained in public record are exempt from disclosure].) Having considered these issues, our office will release the Oaths of Office, but would redact the signature of each employee and the Chief to preserve their privacy rights and guard against identity theft.

Corey Eib
Page Two
June 14, 2012

To receive a copy of these documents, you are required to pay the “direct costs of duplication, or a statutory fee, if applicable.” (Gov. Code, Section 6253, subd. (b).) The Los Angeles County Chief Executive Office has determined that the actual cost of duplication is a 75 cent processing fee per request and a direct cost of three cents a page. Consequently, if you want a copy of the documents responsive to your request, the total amount would be 99 cents. Please make your cashier’s check payable to the Los Angeles County District Attorney.

After we receive your payment of the statutory fees, there will be a short delay, as time will be needed to redact exempt materials. (Gov. Code, Section 6253, subd. (a) [permitting redaction of exempt materials from documents], see *Motorola Communications & Electronics, Inc., v. Dept. of Gen. Services* (1997) 55 Cal.App.1340, 1349 [noting PRA response must be made within 10 calendar days, but “[t]he [PRA] does not specify when records must be provided to the requesting party.”])

If you desire to inspect the records during business hours, rather than receive a copy, let me know and I will assist you. Also, consistent with the mandate of Government Code section 6253.1, subd. (a)(1), please contact me if I can provide any other assistance in identifying records and information that is responsive to your request. My email address is tlopez@da.lacounty.gov.

Very truly yours,

STEVE COOLEY
District Attorney

By



TRACEY LOPEZ
Deputy District Attorney

caf

Corey Eib
c/o 1278 Glenneyre #261
Laguna Beach, CA 92651

Los Angeles District Attorney
Prosecution Support Division
Attn: Steve Cooley, District Attorney
210 West Temple Street, Suite 18000
Los Angeles, CA 90012

RE: Public Records Act Request Dated May 25th, 2012

Dear District Attorney Steve Cooley,

I am in receipt of your letter dated June 14, 2012 in which your office states it will comply with my Public Records Act request dated May 25, 2012. My letter to your office requested copies of subscribed Oaths of Office by various District Attorney Investigators. However your office indicates the signatures of the investigators are to be redacted prior to producing the requested documents. The reason given for this action is stated as concerns over privacy and identity theft.

Under Government Code Section 6255 and County of Santa Clara v. Superior Court (2009) Cal.App.4th 1301 before refusing to produce a public record, the Agency must state specific statute and case law that supports their denial. "Privacy" is not sufficient. See Santa Clara at 1321.

CA Government Code requires elected and appointed public officials to take, subscribe and file their Oath of Office before assuming their position in office. Any document related to such appointment to a public position is a public record per CA Government Code 6254.8 and Braun v. City of Taft (1984) 154 Cal.App.3d 322.

Your office does not provide supporting case law or statute to lawfully redact signatures of employees appointed as Peace Officers. Individuals employed by the District Attorney as Investigators are Peace Officers, see CA Penal Code Section 830.1, for verification on duty to produce records, call the California Secretary of State at 916-653-8114.

An Oath of Office is not a private or personal document. A subscribed and properly filed Oath of Office is public notice of acceptance by the subscriber of a solemn obligation to the social compact known as the Constitution of the United States of America. The subscribed Oath of Office is classified as a Promissory Oath, on an order of contracts higher than ordinary or simple contracts.

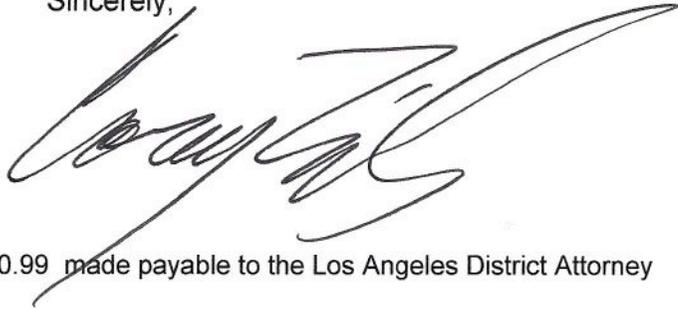
Redacting the signatures from a promissory oath serves to vitiate the contractual obligation incurred by the individual subscribing to the Oath of Office. Citing privacy for these proposed actions by your office is a thinly veiled attempt by a State Agency to impair the obligation of a contract, and is contrary to the constitutional limits of the State which are

enumerated in Article 1 Section 10 of the Constitution of the United States of America which is the supreme law of the land.

I demand your agency meet its obligation to produce the requested Oaths of Office, and do so with signatures accurately reproduced to maintain the contractual obligations contained therein.

Enclosed is the fee indicated in your letter to fulfill my Public Record Request.

Sincerely,

A handwritten signature in black ink, appearing to be 'C. J. ...', written in a cursive style.

Enclosure: Money Order in the amount of \$0.99 made payable to the Los Angeles District Attorney

Legal Elements of a Contract

The essential elements necessary to form a binding contract are usually described as:ⁱ

- An Offer
- An Acceptance in strict compliance with the terms of the offer
- Legal Purpose/Objective
- Mutuality of Obligation – also known as the “meeting of the minds”
- Consideration
- Competent Partiesⁱⁱ

Offer

An offer is defined as the manifestation of the “willingness to enter into a bargain so made as to justify another person in understanding that his assent to the bargain is invited and will conclude it.”ⁱⁱⁱ

Acceptance

Acceptance of an offer can occur in several ways: Acceptance of an offer is a manifestation of assent to the terms thereof made by the offeree in a manner invited or required by the offer.^{iv} An acceptance must not change the terms of an offer. If it does, the offer is rejected.^v A material change in a proposed contract constitutes a counteroffer, which must be accepted by the other party.^{vi}

Legal Purpose

The objective of the contract must be for a legal purpose. For example, a contract for illegal distribution of drugs is not a binding contract because the purpose for which it exists is not legal.

Mutuality of Obligation

This element is also known as the “meeting of the minds”. Mutuality of obligation refers to the parties’ mutual understanding and assent to the expression of their agreement.^{vii} The parties must agree to the same thing, in the same sense, at the same time. The determination of a meeting of their minds, and thus offer and acceptance, is based on the objective standard of what the parties said and did and not their subjective state of mind.^{viii} Unexpressed subjective intent is irrelevant. In determining whether mutual assent is present, the court looks to the communications between the parties and to the acts and circumstances surrounding these communications.^{ix} The offer must be clear and definite just as there must be a clear and definite acceptance of all terms contained in the offer.^x Where a meeting of the minds is contested, the determination of the existence of a contract is a question of fact.^{xi} If the fact finder determines that one party reasonably drew the inference of a promise from the other party’s conduct, that promise will be given effect in law.^{xii}

To be enforceable, the parties must have agreed on the essential terms of the contract.^{xiii} However, parties may agree upon some contractual terms, understanding them to be an agreement and leave other contract terms to be made later.^{xiv} Full agreement on all contractual terms is the best practice and should be the norm. It is only when an essential term is left open for future negotiation that there is nothing more than an unenforceable agreement to agree.^{xv} Such an agreement is void as a contract.^{xvi}

Any contract or mutual understanding between parties that differs materially from the original offer is open to legal challenge. Should any component of a negotiation tend toward a final result where a contract or agreement differs materially from the offer, that component of the negotiation should cease. If the component in question is critical to the provision of a service or goods, the issuance of another offer that incorporates that component should be considered.

Certainty of Subject Matter

In general, a contract is legally binding only if its terms are sufficiently defined to enable a court to understand the parties' obligations.^{xvii} The rules regarding indefiniteness of material terms of a contract are based on the concept that a party cannot accept an offer so as to form a contract unless the terms of that contract are reasonably certain.^{xviii} Thus, the material terms of a contract must be agreed upon before a court can enforce the contract.^{xix} Each contract should be considered separately to determine its material terms.

As a general rule, an agreement simply to enter into negotiations for a contract later also does not create an enforceable contract. Parties may agree on some of the terms of a contract and understand them to be an agreement, and yet leave other portions of the agreement to be made later. ^{xx}

Sometimes terms are omitted from contracts and assuming the omitted term is not an essential term, the courts have implied terms to preserve the enforceability of the contract should a legal challenge arise. A court may uphold an agreement by supplying missing terms.^{xxi} Historically, Texas courts prefer to validate transactions rather than void them, but courts may not create a contract where none exists and they generally may not insert or eliminate essential terms. Whether or not a court will imply or supply missing contract terms will depend on the specific facts of the transaction. An example of terms that have been implied or supplied are time and place of performance.^{xxii}

Consideration

Consideration is an essential element of any valid contract.^{xxiii} Consideration consists of either a benefit to the promisor or a detriment to the promisee.^{xxiv} It is a present exchange bargained for in return for a promise. It may consist of some right, interest, profit, or benefit that accrues to one party, or alternatively, of some forbearance, loss or responsibility that is undertaken or incurred by the other party.^{xxv} It is not necessary for a contract to be supported by a monetary consideration.^{xxvi}

Competent Parties

Parties to a contract must be competent and authorized to enter into a contract.

ⁱ See Buxani v. Nussbaum, 940 S. W. 2d 350, 352 (Tex App.-San Antonio 1997, no writ); and Hallmark v Hand, 885 S.W.2d 471, 476 (Tex.App.-El Paso 1994, writ denied); *see also* McCulley Fine Arts Gallery, Inc. v "X" Partners, 860 S.W.2d 473, 477 (Tex. App. - El Paso, 1993, no writ).

ⁱⁱ See Roark v. Stallworth Oil and Gas Inc., 813 S.W.2d 492,496 (Tex. 1991); and *see also* Federal Sign v. Texas Southern University, 951 S.W.2d 401,408 (Tex. 1997) rehearing of cause overruled (Oct 02, 1997).

ⁱⁱⁱ Restatement (Second) of Contracts §24 (1981).

^{iv} Restatement (Second) of Contracts §50 (1) (1981).

^v United Concrete Pipe Corp. v Spin-Line Co., 430 S.W.2d 360, 364 (Tex. 1968).

^{vi} Antonini v. Harris County Appraisal Dist. 999 S.W.2d 608, 611 (Tex.App.-Houston [14th Dist] 1999, no pet.)

^{vii} Weynand v Weynand, 990 S.W.2d 843, 846 (Tex. App.-Dallas 1999, pet. denied).

^{viii} Copeland v Alsobrook, 3 S.W.2d 598, 604 (Tex. App. - San Antonio 1999, pet. denied).

^{ix} Wiley V. Bertelson, 770 S.W.2d 878,882 (Tex. App.-Texarkana 1989, no writ).

^x Gulf Coast Farmers Co-op v. Valley Co-op Oil Mill. 572 S.W.2d 726, 737(Tex. Civ. App. - Corpus Christi 1978, no writ).

^{xi} Runnells v. Firestone 746 S.W.2d 845, 849 (Tex. App. - Houston [14th Dist.] 1988), writ denied per curiam, 870 S.W.2d 240 (Tex. 1988).

^{xii} Copeland, 3 S.W.3d at 605

^{xiii} T.O. Stanley Boot Co. v. Bank of El Paso, 847 S.W.2d 218, 221 (Tex. 1992).

^{xiv} Komet v. Graves, 40 S.W.3d 596, 602 (Tex. App.-San Antonio 2001, no pet.); Hardin Constr. Group, Inc. v Strictly Painting, Inc. 945 S. W. 2d 308, 313 (Tex App. - San Antonio 1997, orig. proceeding); Texas Oil Co. v. Tenneco Inc., 917 S.W.2d 826, 830 (Tex. App.-Houston [14th Dist.] 1994), rev'd on other grounds sub nom. Morgan Stanley & Co., Inc. v. Texas Oil Co., 958 S.W.2d 178 (Tex. 1997).

^{xv} T.O. Stanley Boot Co., 847 S.W.2d at 221; Scott v. Ingle Bros. Pac., Inc. 489 S.W. 2d 554, 555 (Tex. 1972); Texas Oil Co., 917 S.W.2d at 830; Komet, 40 S.W.3d at 602.

^{xvi} Texas Oil Co., 917 S.W.2d at 830.

-
- ^{xvii} T.O. Stanley Boot Co. v Bank of El Paso, 847 S.W.2d 218, 221 (Tex. 1992).
- ^{xviii} Fort Worth Indep. Sch. Dist. V. City of Fort Worth, 22 S.W.3d 832, 846 (Texas. 2000) (quoting Texas Oil Co. v. Tenneco Inc., 917 S.W. 2d 826, 830 (Tex. App.-Houston [14th Dist] 1994), rev'd on other grounds, 958 S.W.2d 178 (Tex. 1997)).
- ^{xix} T.O. Stanley Boot Co., 847 S.W.2d at 221.
- ^{xx} Scott v. Ingle Bros. Pacific, Inc., 489 S.W.2d 554, 555 (Tex. 1972); City of Fort Worth v. Gene Hill Equip. Co., 761 S.W.2d 816, 820 (Texas.App.-Dallas, 1991).
- ^{xxi} Texas Oil Co., 917 S.W.2d at 830.
- ^{xxii} When a contract leaves open the time and place of performance, the law may imply that the time of performance was to be reasonable time. Moore v. Dilworth, 142 Tex. 538, 542 179 S.W.2d 940, 942 (1944). What is reasonable depends on the facts and circumstances as they existed at the date of the contract. Heritage Resources, Inc. v. Anschutz Corp., 689 S.W.2d 952, 955 (Tex.App.-El Paso 1985, writ ref'd n.r.e.). *See also* Solomon v. Greenblatt, 812 S.W.2d 7 (Tex.Appl.-Dallas, 1991) (court implied the time and place of performance in a 'consulting services' contract for management consulting.).
- ^{xxiii} Smith v. Renz, 840 S.W. 2d 701, 704 (Tex.App.-Corpus Christi 1992, writ denied).
- ^{xxiv} Roark, 813 S.W.2d at 496.
- ^{xxv} Solomon V. Greenblatt, 812 S.W.2d 7, 15(Tex.App.-Dallas 1991, no writ).
- ^{xxvi} City of Crystal City v. Crystal City County Club, 486 S.W.2d 887,888 (Tex.Civ.App.-Beaumont 1972, writ ref'd n.r.e.); *see also* Jennings v. Radio Station KSCS, 96.3 FM, Inc., 708 S.W.2d 60, 61 9Tex.App.-Forth Worth 1986) rev'd on other grounds, 750 S.W.2d 760 (Texas 1988) (plaintiff/listener entitled to collect contest proceeds; consideration to radio station was gain in new listeners who hoped to win contest).



LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE
BUREAU OF PROSECUTION SUPPORT OPERATIONS

STEVE COOLEY • District Attorney
JACQUELYN LACEY • Chief Deputy District Attorney
SHARON J. MATSUMOTO • Assistant District Attorney

LAEL R. RUBIN • Director

August 3, 2012

Corey Eib
1278 Glenneyre No. 261
Laguna Beach, CA 92651

Dear Mr. Eib:

CALIFORNIA PUBLIC RECORDS ACT REQUEST

We have received your payment of \$0.99 for your Public Records Act Request. We have considered your renewed request to receive copies of the unredacted Oaths of Office and have reconsidered our original decision.

Enclosed are the unredacted Oaths of Office.

Very truly yours,

STEVE COOLEY
District Attorney

By *Tracey Lopez*

TRACEY LOPEZ
Deputy District Attorney

caf

Enc.

COPY

OATH OR AFFIRMATION

I, RICHARD L. BALLOU, that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

SUBSCRIBED AND SWORN TO BEFORE ME ON OCTOBER 1, 2007

Chief, Bureau of Investigation
TITLE OF OFFICER ADMINISTERING OATH


SIGNATURE OF OFFICER ADMINISTERING OATH

RICHARD L. BALLOU
PRINT NAME OF PERSON TAKING OATH


SIGNATURE OF PERSON TAKING OATH

COPY

OATH OR AFFIRMATION

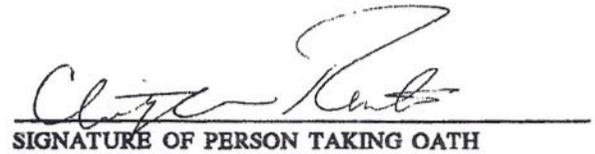
Do you solemnly swear (or affirm) that you will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that you will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that you take this obligation freely without any mental reservation or purpose of evasion; and that you will well and faithfully discharge the duties upon which you are about to enter.

SUBSCRIBED AND SWORN TO BEFORE ME ON NOVEMBER 28, 1994

Asst. Chief, Bureau of Investigation
TITLE OF OFFICER ADMINISTERING OATH

CHRISTOPHER RENTIE
PRINT NAME OF PERSON TAKING OATH


SIGNATURE OF OFFICER ADMINISTERING OATH


SIGNATURE OF PERSON TAKING OATH

DEPT. NO. 370

COPY

OATH OR AFFIRMATION

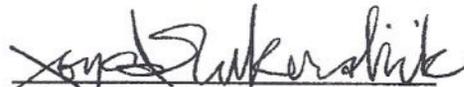
Do you solemnly swear, **JOYCE TOBE-KERSHISNIK**, that you will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that you will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that you take this obligation freely without any mental reservation or purpose of evasion; and that you will well and faithfully discharge the duties upon which you are about to enter.

SUBSCRIBED AND SWORN TO BEFORE ME ON AUGUST 28, 2000

Chief, Bureau Of Investigation
TITLE OF OFFICER ADMINISTERING OATH

JOYCE TOBE-KERSHISNIK
PRINT NAME OF PERSON TAKING OATH


SIGNATURE OF OFFICER ADMINISTERING OATH


SIGNATURE OF PERSON TAKING OATH

OATH OR AFFIRMATION

COPY

Do you solemnly swear (or affirm) that you will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that you will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that you take this obligation freely without any mental reservation or purpose of evasion; and that you will well and faithfully discharge the duties upon which you are about to enter.

SUBSCRIBED AND SWORN TO BEFORE ME ON OCTOBER 12, 1999

Chief, Bureau of Investigation
TITLE OF OFFICER ADMINISTERING OATH

J.B. Tomich
SIGNATURE OF OFFICER ADMINISTERING OATH

Susan Wiggins
PRINT NAME OF PERSON TAKING OATH

Susan E. Wiggins
SIGNATURE OF PERSON TAKING OATH

DEPT. NO. 370

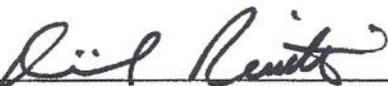
COPY

OATH OR AFFIRMATION

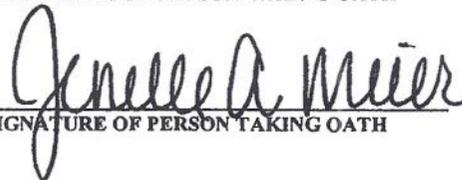
I, JENELLE A. MEIER, that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

SUBSCRIBED AND SWORN TO BEFORE ME ON OCTOBER 1, 2007

Chief, Bureau of Investigation
TITLE OF OFFICER ADMINISTERING OATH


SIGNATURE OF OFFICER ADMINISTERING OATH

JENELLE A. MEIER
PRINT NAME OF PERSON TAKING OATH


SIGNATURE OF PERSON TAKING OATH

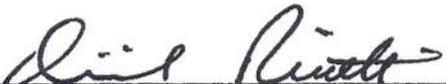
COPY

OATH OR AFFIRMATION

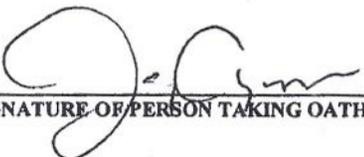
I, JAY CHAPMAN, do solemnly swear, that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

SUBSCRIBED AND SWORN TO BEFORE ME ON NOVEMBER 20, 2006

Chief, Bureau of Investigation
TITLE OF OFFICER ADMINISTERING OATH


SIGNATURE OF OFFICER ADMINISTERING OATH

JAY CHAPMAN
PRINT NAME OF PERSON TAKING OATH


SIGNATURE OF PERSON TAKING OATH

Code M48 Page 117
370-1

APPOINTMENT OF DEPUTY

November 26, 1984
DATE

State of California)
County of Los Angeles) SS
I, ROBERT H. PHILIBOSIAN, District Attorney of said County, do hereby
(APPOINTING OFFICER) (TITLE)
appoint Peter Purnalis
(APPOINTEE NAME) (DEPARTMENT NAME)
a Investigator, DA
(DEPUTY TITLE)
Robert H. Philibosian
APPOINTING OFFICER

OATH

For the office of INVESTIGATOR, DA

I, Peter Purnalis do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely without any mental reservation or purpose of evasion, and that I will well and faithfully discharge the duties upon which I am about to enter.

Peter Purnalis

APPOINTEE NOTE: The way you sign your name on the above line is the ONLY way you may sign as a Deputy.

Subscribed and sworn to before me this

26th day of November 19 84

JOHN J. CORCORAN, County Clerk

By Peter Purnalis Deputy

COPY

DO NOT WRITE BELOW

FOR COUNTY CLERK USE ONLY

(FILE STAMP)

(REVOCATION)

ORIGINAL FILED
DEC 10 1984
COUNTY CLERK

APPOINTEE must have attained the age of 18 and be a citizen of this State.

APPOINTMENT must be signed personally by the principal. The OATH may be taken before any officer qualified to administer oaths, or may be brought by the appointee to the office of the County Clerk for taking of the oath. FILE this form when completed with County Clerk, 105K Courthouse, Los Angeles, California. REVOCATION of appointment may be made at office of County Clerk, or by obtaining from and filing with County Clerk, Revocation of Appointment form.

COPY

OATH OR AFFIRMATION

Do you solemnly swear (or affirm) that you will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that you will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that you take this obligation freely without any mental reservation or purpose of evasion; and that you will well and faithfully discharge the duties upon which you are about to enter.

SUBSCRIBED AND SWORN TO BEFORE ME ON NOVEMBER 28, 1994

Asst. Chief, Bureau of Investigation
TITLE OF OFFICER ADMINISTERING OATH

TERISA CARVER
PRINT NAME OF PERSON TAKING OATH


SIGNATURE OF OFFICER ADMINISTERING OATH


SIGNATURE OF PERSON TAKING OATH

DEPT. NO. 370

FILED

in the office of the Secretary of State
of the State of California

BOOK N-15 PAGE 278
CODE 999-3

JUL 22 2008

State of California
County of Los Angeles

I, Conny B. McCormack Registrar-Recorder/County Clerk of said County, do hereby certify that
Carol H. Rehm Deputy Secretary of State
CAROL H. REHM was duly elected appointed
Judge of the Superior Court, County of Los Angeles
for the term ending January 7, 2013

of Los Angeles County, at the primary general election held on November 7, 2006

WITNESS my hand this _____ day of _____, 20____.

Conny B. McCormack

CONNIE B. McCORMACK, Registrar-Recorder/County Clerk

FILED

JAN 11 2007

CONNIE B. McCORMACK, COUNTY CLERK

L. Chen
L. CHEN DEPUTY

By L. Chen
Deputy Registrar-Recorder/County Clerk
L. Chen

-OATH OF OFFICE-

Judge of the Superior Court of California,
County of Los Angeles

FOR THE OFFICE OF _____

I, CAROL H. REHM, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Carol H. Rehm

Signature

Subscribed and sworn to before me this

15 day of November 2006

Address: 111 North Hill Street
Los Angeles, California

Confidential

Bus: 213, 974, 5771

Patricia Achery
Patricia Achery, Judge

(SIGNATURE AND TITLE OF PERSON ADMINISTERING OATH)



I, VIOLET VARONA-LUKENS, Executive Officer of the Board of Supervisors of said County, do hereby certify that

STEVE COOLEY

was duly elected

District Attorney

of Los Angeles County,

at the ~~primary~~/general election held on November 7, 2000

WITNESS my hand this 4th day of December, 2000

Violet Varona-Lukens

VIOLET VARONA-LUKENS, Executive Officer of the Board of Supervisors

FILED

DEC 11 2000

OATH OF OFFICE

CONNOR B. McDORMACK, COUNTY CLERK

Connor B. McDormack
N. CAMPBELL, DEPUTY

For the office of District Attorney

I, STEVE COOLEY, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Steve Cooley

Subscribed and sworn to before me

this 4th day of December, 2000

[Signature]
Signature and title of person administering oath

APPOINTMENT AFFIDAVITS

Attorney General
(Position to which Appointed)

02/03/2009
(Date Appointed)

Department of Justice
(Department or Agency)

Office of the AG
(Bureau or Division)

Washington, DC
(Place of Employment)

I, Eric H. Holder, Jr., do solemnly swear (or affirm) that--

A. OATH OF OFFICE

I will support and defend the Constitution of the United States against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties of the office on which I am about to enter. So help me God.

B. AFFIDAVIT AS TO STRIKING AGAINST THE FEDERAL GOVERNMENT

I am not participating in any strike against the Government of the United States or any agency thereof, and I will not so participate while an employee of the Government of the United States or any agency thereof.

C. AFFIDAVIT AS TO THE PURCHASE AND SALE OF OFFICE

I have not, nor has anyone acting in my behalf, given, transferred, promised or paid any consideration for or in expectation or hope of receiving assistance in securing this appointment.

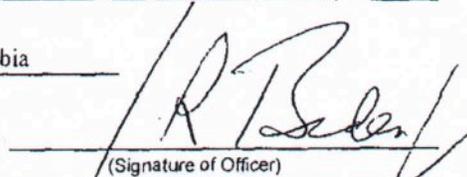

(Signature of Appointee)

Subscribed and sworn (or affirmed) before me this 3rd day of February, 2009

at Washington
(City)

District of Columbia
(State)

(SEAL)


(Signature of Officer)

Commission expires _____
(If by a Notary Public, the date of his/her Commission should be shown)

Vice President of the United States
(Title)

Note - If the appointee objects to the form of the oath on religious grounds, certain modifications may be permitted pursuant to the Religious Freedom Restoration Act. Please contact your agency's legal counsel for advice.



U.S. Department of Justice

Office of Information Policy

Telephone: (202) 514-3642

Washington, D.C. 20530

JAN 20 2012

Mr. Cory Eib
1278 Glenneyre #261
Long Beach, CA 92651

Re: AG/12-00343 (F)
CLM:JES:JBG

Dear Mr. Eib:

This responds to your Freedom of Information Act (FOIA) request dated December 2, 2011, and received in this Office on January 10, 2012, in which you requested a certified copy of the Oath of Office for Attorney General Eric Holder. This response is made on behalf of the Office of the Attorney General.

Please be advised that the FOIA pertains to federal agency records that exist and can be located in agency files. The FOIA does not require agencies to compile information, conduct research, answer questions, or provide certified copies of records in response to FOIA requests. Please note that we have located one document, totaling one page, that is responsive to your request. This document is available in our FOIA Library at www.justice.gov/oip/oip_foia1.htm. However, in an effort to be of assistance, I have enclosed a copy.

If you are not satisfied with my response to this request, you may administratively appeal by writing to the Director, Office of Information Policy, United States Department of Justice, Suite 11050, 1425 New York Avenue, NW, Washington, DC 20530-0001. Your appeal must be received within sixty days from the date of this letter. Both the letter and the envelope should be clearly marked "Freedom of Information Act Appeal."

Sincerely,

Carmen L. Mallon
Chief of Staff

Enclosure

WHITE PAPER ON CALIFORNIA PUBLIC RECORDS ACT

PRODUCTION OF OATHS OF OFFICE.

1. ASSIGNMENT: At the request of the Oath Keepers of Orange County the Litigation Logistics Group (llgesq.com) has researched and issued this White Paper on the legal duty of a Government Agency (City, County, State) to produce for inspection the Oath of Office of a Public Official.

2. AGENCY DUTY TO PRODUCE: As set forth below and after a direct conversation with the Public Record Act Clerk in the California Secretary of State Office we have determined that the controlling government agency Clerk has an absolute and affirmative duty to produce for inspection during normal business hours the subscribed oath of Office for any and all Officials working with that Agency, City and/or County.

3. STANDING AND MOTIVE: Any person can make such a request, and any Group or Association acting within the public interest can make such a request. The Clerk of the Agency, City, County cannot ask the motive or reason for the request. COUNTY OF SANTA CLARA V. SUPERIOR COURT (2009) 170 Cal.App.4th 1301 at 1324.

4. OATH OF OFFICE AS PUBLIC RECORD: Per the California Secretary of States Office a Public Official's subscribed Oath of Office is a public record. For verification call 1-916-653-8114 on production duty. Government Code Section 1360 requires elected and appointed public officials to take, subscribe and file their Oath of Office before assuming their position. Any document relating to such appointment to public position is a public record per Government Code Section 6254.8 and BRAUN V. CITY OF TAFT (1984) 154 Cal.App.3d 332.

5. AGENCY DUTY TO CITE AUTHORITY FOR FAILURE TO PRODUCE: Under Government Code Section 6255 and COUNTY OF SANTA CLARA V. SUPERIOR COURT (2009) 170 Cal.App.4th 1301 before refusing to produce a public record the Agency personnel must state the specific Statue and Case Law that supports their denial. "Privacy" is not sufficient. An oath of Office is not a private, personnel document. If the Oath contains personnel information other then the Officials name and date, that information (date of birth, social security number, home address) can be deleted and the document then delivered. See SANTA CLARA at 1321.

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

P. O. Box 942898
Sacramento, CA 94298-0001
(916) 843-3060
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)



February 2, 2016

File No.: 031.12206.17767.OTH2016-0002

Mr. Corey Eib
16209 Victory Boulevard #215
Van Nuys, CA 91406

Dear Mr. Eib:

Commissioner Farrow has received your signed correspondence and asked that I respond on his behalf. In your correspondence you expressed dissatisfaction with the outcome of a vehicle storage hearing conducted by the West Valley Area. Additionally, you related that you made a request to the West Valley Area for a copy of the "subscribed oath of office" for two of the Department's employees and the information provided to you did not accurately reflect your request.

If you wish to appeal the decision of the vehicle storage hearing, you must complete a CHP 287, *Claims of \$1,000 or Less*. I have enclosed a CHP 287 for you to complete and mail to the West Valley Area office directly. The form must be completed and returned within six months from the date your vehicle was impounded.

Additionally, I have enclosed a blank copy of the Oath of Allegiance which every state employee takes and signs upon employment. Signed copies are kept in the employees' personnel file and are confidential per §832.7 PC.

After the review is completed, you will be notified of the findings. Should you have any further questions regarding this matter, you may contact Southern Division directly at (818) 240-8200.

Sincerely,

A handwritten signature in blue ink, appearing to read "R. ROMO".

R. ROMO, Captain
Commander
Office of Internal Affairs

Enclosures: CHP 287 Claims of \$1000 or Less
STD. 689 Oath of Allegiance

cc: Office of the Commissioner
Southern Division
West Valley Area

