Regional Employees Association of Professionals March 2016 News

What Are Your 'Rights," Anyway?

If you belong to a union in California, you have two kinds of rights: those conferred upon you by law and those that have been negotiated between your association and your employer. The vast majority of "rights" and benefits which most public employees enjoy are NOT established by law, but through bargaining. Here is a very brief summary of each…

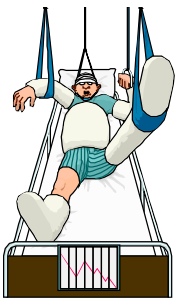
Your Right to Your Job – Due Process

In 1978, the California Supreme Court (in *Skelly vs the State of California)* said that public employees have a "property interest" in their jobs, which derive from the federal constitution. The legal theory is that the government (your employer) cannot take the property of your job without due process (proving that you did something wrong). Thus, your "Skelly Rights," are the right to a pre-disciplinary hearing before any government can take the job (or even a significant amount of pay) from any government employee.

"Skelly Law" hasn't changed much over the years. It basically says that permanent employees have the right to TWO levels of appeal when faced with termination, demotion, or suspension for more than 40 hours. The first level must be before a hearing officer with authority to modify the proposed discipline, and must occur *before* the proposed discipline is implemented. The employer must provide fair notice and complete information on which the proposed discipline is based.

The second level must be a "full evidentiary hearing" before a "reasonably impartial" hearing officer, also capable of modifying the discipline. This hearing may occur after the discipline has gone into effect. In most public agencies, nowadays, this "hearing officer" is an arbitrator or panel, such as a Civil Service Board. But it's legal for the City Manager, or some other agreed upon "expert," to be the hearing officer – so long as he or she hasn't been involved with the case.

Employees can represent themselves, be represented by their unions, or by their "agent of choice" in a Skelly hearing. **Your union is obligated to represent you at the first level, but is not to take cases which "lack merit" through the full hearing process.**



Due Process and Disability

Even employees who are unable, physically or mentally, to perform their jobs ALSO have the right to due process. If someone becomes disabled, the City is required to hold an "interactive analysis," (per the Americans with Disabilities Act) to see if the job can be modified or there is another job which he or she can perform. Employees can (and should) be represented in ADA-related meetings.

If the employer believes no other job or modification is available without causing "undue

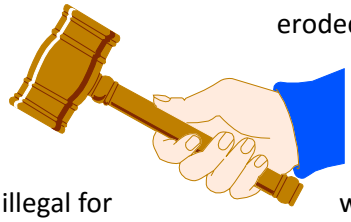
hardship," then they terminate the disabled employee – but not without extending the opportunity to appeal via the "*Skelly*" process. Even people who are "unable to perform" have a property interest in the job.

Layoffs

Absent an agreement with your union to the contrary, public employers in California have the unfettered right to lay employees off. They do NOT need to show "economic necessity."

There is NO legal requirement that employers have a layoff procedure, bumping rights or any sort of severance package (although there is a mid-1930's law which says that **if** layoffs are for "economic reasons" they must be "by seniority order.") Having said this, most labor groups HAVE negotiated layoff procedures which DO involve seniority.

Also, state labor law requires your City to notify your Association of any *intent* to eliminate positions, or lay off current employees. The union, then, has the right to meet and confer over the "impact" of these layoffs. This means discussion about bumping rights, severance pay, benefits, re-employment rights, etc.



Discrimination and Harassment

A series of state and federal laws make it illegal for employers to discriminate against or abuse employees on the basis of race, ethnicity, gender, age, sexual orientation or disability. Discrimination is evidenced by some sort of "adverse action," i.e.: interference with pay or benefit, threatening, name- calling, assignment to the dirtiest or most difficult job, etc *because* you are in a "protected class."

You are NOT the victim of discrimination if your manager takes negative actions against you because he doesn't like you. You must be a member of a protected class, and able to PROVE that the bad treatment is *because of* your minority status. Alleging and proving are two different things…

This doesn't mean, however, that victims of plain old harassment have no recourse. Most MOU's DO have anti-harassment policies. You CAN file a complaint against a harasser, even if you are not a member of a protected class. Your union CAN represent you. (It's just not discrimination...)

Protected (Union) Activity

Thanks to state labor law, union activists are also protected against discrimination or retaliation. Union activity can be anything from serving on your Association Board or bargaining team, to filing a grievance. Individuals who are victims of retaliation for union activity may file complaints directly with the Public Employment Relations Board.

Wages and Hours

The FLSA (Fair Labor Standards Act) is our primary national employment law. The FLSA was a legislative effort to stimulate employment by shortening the workweek and raising the incomes of the poorest Americans. And it worked. Passed in 1935 (the same year that unions were legalized,) it established the minimum wage, the 40-hour work week, and the overtime rate of time-and-a-half. Since its passage, the Courts have "interpreted" the law in thousands of decision affecting everything from standby pay to training time to clothes changing time.

On the other hand, the FLSA has been massively eroded by employers' efforts and anti-employee political administrations so that large portions of the workforce are now "FLSA exempt," which means that they don't receive overtime pay after 40 hours in a week. The law was originally intended to cover all but a handful high paid managers and "specialized professionals." However, today many employees are told they are "exempt" when they are basically just working people. "Exempt" employees can easily be exploited, especially during periods of recession and understaffing. If you believe that your job class has been improperly designated "exempt" you may call your union rep for assistance.

Medical Leave, Sick Leave

In 1994, the Clinton administration pushed through a controversial law called the Family Medical Leave Act. The FMLA requires employers with 50 employees or more to allow their employees up to 12 weeks of time off the job to care for their own, or their immediate family's serious medical conditions. The time may be used intermittently, *but it is NOT PAID TIME*.

Essentially, the FMLA creates a "protection period," during which the employee on leave cannot be terminated. Employees may use accrued leave during their FMLA period (although not necessarily ALL sick leave, if the time off is for a family member.) The employer must also provide continued benefits and accruals. Most employers ALSO provide some local disability plan to employees who are off the job with long-term illnesses or injuries – but this is not required by law. (Public employees are NOT required to participate in the State Disability Insurance system, although participation is completely negotiable.)

Most *full time* public employees have negotiated some paid sick leave benefits; but most employees *in general* do not. Just this year, however, the California legislature passed a law requiring that ALL employees be provided at least three days of sick leave. It goes into effect in July 2015, *and will cover thousands of part-time public employees.*

Under the law, sick leave has no monetary value. However, many union contracts have negotiated sick leave "cash outs" or conversion programs, especially for retiring employees.

Vacation

There is no legal requirement that any employer give its staff with paid vacation time, although most unions do negotiate vacation time for their members.

IF there is any paid vacation, that time becomes a form of vested property for the employee. This means that unused vacation hours must be paid when the employee leaves the employer, no matter WHAT the circumstances of the separation.

Privacy and Substance Testing

Most people think they have more privacy in the workplace than they actually do. Your e-mail can be read; you can be videoed (except in restrooms); and your phone conversations can be listened to (as long as the employer has a policy for this). They can go through your desk or your locker – but cannot go through your purse, wallet, or car without a warrant.

Unless you are a "safety sensitive" employee or required to carry a Class A or B license, the City cannot substance test you, unless it has reasonable suspicion. The definition of "reasonable suspicion" is negotiable, but at minimum, means some behavior or appearance of intoxication (or of "hard evidence" such as a material substance,) *which is corroborated by more than one person.* The City can also require you to be substance tested as part of a fitness for duty exam, but it must be able to show grounds, arising out of your work behavior, to justify this.
If you ARE in a "safety sensitive" position or are heavy vehicle driver, carrying a Class A or B license, you can be randomly tested at any time.

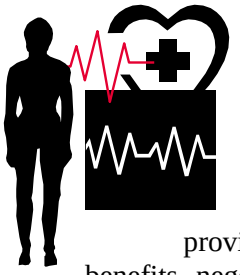
Free Speech, Political Activity, Illegal Activity and Whistleblowers Protection

Employees don't surrender their right to free speech when they go to work for the government. You have the right to participate in political activity and to take issues before the City Council – although never using City time or City materials. If you are active in your employees association, you have the right to speak -- in public or private -- with City policy makers about issues affecting your members. You do NOT have the right to ask the Council to intervene in any aspect of your own personal job; for this you can be disciplined.

If you believe that you have been directed to take action which violates the law or city rules, you should document your concerns, and then do what you are told UNLESS this could result in imminent danger to yourself, co-workers or members of the public. **You should NOT take it on yourself to try to decide what is legal or illegal; you should not refuse a direct order**.

If you believe that your employer (or some specific person in the City's administration) is breaking the law, you *can* report this "up the chain of command;" but you can also report it anonymously. If you suffer retaliation for taking this action, you MAY be protected for being a whistleblower. Strictly speaking, whistleblowing is the reporting of wrong doing to an *outside* governmental agency. Telling your boss, or a co-worker, or even the City Manager about a suspected wrongdoing may not afford you "whistle-blowers protection." For this reason, you may want to think hard before reporting perceived wrongdoing.

This is, essentially, the totality of law protecting your rights as a public employee in California. In most cases, your rights are considered "incorporated" in your union contract. This means that you can exercise them by using your union's grievance procedure. Or you may sue, under law, directly.



YOUR Health Care: How Good is Your Plan? How Much Can it Change?

The health plan that your employer provides is, like most other workplace benefits, negotiable. Your county may be in the PERS Health Plan, may have its own, private health plan, or may belong to a pool of agencies that purchase health care together.

The majority of public agencies in California today participate in PERS Health. It is basically an umbrella organization -- a broker -- on behalf of members, both active and retired. Currently there are about 1.4 million PERS Health users at 1,100 agencies. They are the 2nd largest employer purchaser of health insurance in the country. If you are not covered by PERS, you are still likely to be insured by one of the large companies in PERS' network: Blue Shield, Anthem Blue Cross, Health Net, or Kaiser.

PERS Health is not connected to the PERS retirement system, by the way. In fact, PERS Health is a relative newcomer, dating back only to the 1980s. It's not unusual for employers to participate in PERS retirement without contracting with PERS Health, or vice versa.

"Bargaining on Behalf of a Million Members"

The theory behind PERS Health was that a huge statewide pool of employees would have massive bargaining power. The need for this became obvious in the late '80s as the medical insurance companies began to implement double-digit rate increases almost every year. Before then, health care was relatively affordable, and almost all employers paid the full cost.

By representing millions of members, PERS advertised that it could negotiate lower rates from the big companies, based on its "control of the market." Unfortunately, although it's **TRUE** that PERS Health is one of the largest member networks in the world, it turned out NOT to be true that it could bring the insurance companies to their knees. The big test came in 2006 when, after fierce negotiations, PERS Health did, finally, force Health Net to drop its rate increases below the double digits, and set rates based upon state "regions." However, this "benefit" was offset by higher deductibles, more co-pays and other loopholes. *Most neutral observers would probably say that PERS was the one to "blink."*

Over the years, some employers have dropped out of the PERS Health network, in an attempt to broker their Own insurance deals. The rates in these private contracts are sometimes lower, but the plans are often not comparable. In truth, *all* public agencies have had roughly the same experience with the health insurance companies: constant rate increases, higher co-pays and deductibles, and an increasing number of "exclusions."

Pro-Employee Reforms of the Business

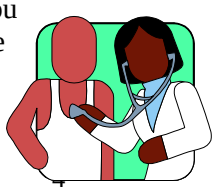
The only ***really*** good news in this arena is that, by representing millions of members, PERS Health has accomplished some genuine reform in the health care business. For example, it was a leader in promoting wellness programs, effective data-collection, and holding insurance companies to account in terms of quality of service. Most importantly, PERS requires insurance companies to provide the same coverage to retirees that it provides to active members – and to do so AT THE SAME PRICE.

Your Choice of Plans…

Your county's relationship with your medical provider is established by a contract between the County and the company or broker. If the broker is PERS, you have two basic plan choices: Preferred Provider Organizations (PPOs) or Health Maintenance Organizations (HMOs) such as Kaiser. HMOs are less expensive and, today, most employers force employees to pay large portions of their own medical plan. Currently, more than two-thirds of PERS members are enrolled in HMO plans.

An HMO offers you a range of health benefits, including preventive care, for a monthly fee, with no deductibles or maximums. They also set co-payments for the care you receive. The HMO will give you a list of doctors for your use in choosing a primary care physician, who coordinates your care, including referrals to a specialist.

A PPO is similar to a traditional "fee-for-service" plan. The PPO provider network is much larger than an HMO network. There are various ranges of deductibles and co-pays, but you are usually able to see a specialists without referral. In these plans, you must usually meet an annual deductible before some benefits apply. You are also responsible for a certain co-insurance amount, and the plan pays the balance.



What Part Must Your Employer Pay?

The Affordable Care Act (Obama Care) mandates that the County pay for the majority of your plan, but the specific amount of the monthly contribution is negotiable. When premiums began escalating in the late '80s, employers began negotiating for "caps" or formulas, which shifted the rising health costs onto the backs of employees. Since that time, the fight over "who is going to absorb the increases" has been a key element of most bargaining tables. In many agencies, the decision to join PERS Health was an attempt to end these disputes, based on the hope that PERS would be able to "bargain down" the insurance companies.

Your MOU Language is Crucial

Since there is no standardized contribution that your employers *must* pay toward health insurance, it's up to your Association to negotiate language to prevent members from absorbing new costs on a perpetual basis. (A good example could be "the County shall pay 90% of the increases in monthly medical premiums," or the "County contribution shall be fixed at the amount of the highest PPO family rate.")

However, rate changes are just one small piece of the benefits puzzle. What about plan changes? *Can you prevent these?* What about employees who don't NEED the plan? What about people who need health care after retirement? Here are some answers:

Can the County change my plan?

No, not without bargaining! UNLESS your MOU specifically allows the County to change or renegotiate the medical plan, it must remain the same during the term of your MOU.

"Can I change plans?"

Yes. Most plans (including PERS) have "open enrollment" in the month of October, to allow a change that takes place in January. This enables you to change plans before rates go up, also usually in January. You can also change plans when a "qualifying event," occurs (such as a marriage, birth or adoption of a child, loss of coverage from a spouse's plan, etc.).

Can they change the amount I pay for my plan?

No, unless these changes are negotiated in your Contract. (Be aware, though, that if rates go up and the employer doesn't absorb or offset them, you might…)

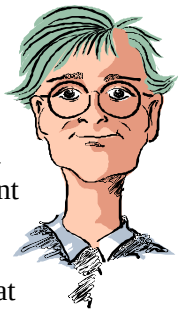
Can I purchase my own plan (or go on my spouse's plan), instead of using the County's? Is there any advantage to this?

You can always go on a spouse's plan, and you can *probably* withdraw from the County's plan entirely. This is negotiable. Any advantage depends on whether your union has bargained an "opting out" provision in the MOU. This would enable you to collect some money from the County for NOT using the County's plan. The amount is, like so much else, negotiable.

Do they have to cover me after retirement? How much will it cost?

Most public agency health plans allow employees to use the plan after retirement. PERS guarantees that the rates will be the same for retirees as for active employees. (In private plans, the rates usually increase dramatically with age…)

The amount that your employer may PAY for your health plan after retirement, is negotiable and varies wildly from agency to agency. Some cities still provide fully paid retiree health. Most began "tiering" this benefit (which means reducing it for new hires) in the '90's. Some never provided any retiree health benefit at all. The entire subject of retiree benefits became so highly politicized about ten years ago, and almost all public agencies which DID provide paid retirement health have now slashed it. The "slashing" however, can generally only affect future employees.



The important thing for YOU to know is that the retirement benefit in place on the day you were hired is the one that must be available on the day you retire. Your employer can't rescind a retirement-related benefit for current employees.

Also, PERS Health does require that employers pay a small portion of your post-retirement benefit (currently, less than $150 per month.) By law, this amount is adjusted annually to reflect any change in the medical care component of the Consumer Price Index. (So, if you're in PERS Health, the employer's contribution does go up each year…)

What if I leave my job before I retire? Can I still use the plan?

Yes. This is COBRA, a federal law. The County must provide continued coverage during the month that you leave employment. After that, you may use that medical plan for 18 months, but must pay for this. The cost is the same as the active employees' rate, plus 2%.

Sheriff's Union Can't Block County From Releasing Bargaining Records to Public

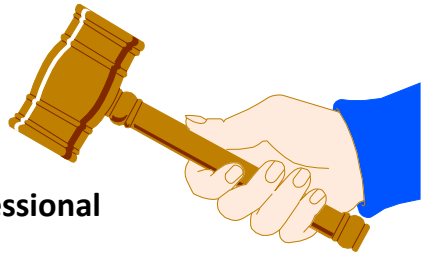
Late last year, the Association of Orange County Deputy Sheriffs' filed a request for a restraining order, to block the County of Orange from releasing to the public recent labor negotiation records with the union. After a very quick hearing, a Superior Court Judge said that "the public should not be deprived of their right to see" the parties' bargaining communications.

The union had argued that releasing the records would violate its "ground rules" agreement with the County, could pose a threat to public safety, and could be misinterpreted by the public.

The judge said that the Union didn't really have "standing" to block the release of records because the Public Records Request (which was made by a former Republican Party executive member) had gone to the County, and not to the union. He also took issue with the argument that the records shouldn't be released because they could be misinterpreted. "The feeling I had," said the judge "is that the union is calling the public 'too stupid to understand this.' The fact is, we have a county that's run by the people, for better or for worse."

After the hearing, County officials immediately released records, which also went to a local Orange County newspaper. These records showed that the Deputies union had been asking for a 12-percent salary increase, although they ultimately settled for a much less expensive package.

MAJOR LEGAL DECISIONS



The following are significant Court decisions involving the rights of public employees. Please keep in mind that each case is unique. If you have a specific question or problem, call your Board Rep or our professional legal staff at 562-433-6983 or cea@cityemployees.net.

White Employee with Black Spouse Has Grounds for Racial Harassment Claim

A white construction worker in Kansas City has successfully sued his company for racial discrimination, suffered because of his marital status to an African American wife. The employee had no difficulty on the job until his company hired a new supervisor. This supervisor repeatedly made racial remarks, slurs and other abusive comments. He also forced the worker to perform the most unpleasant work assignments (shoveling rocks) even after he had injured himself. Ultimately, the employee quit his job and filed a claim for racial harassment. The Courts accepted this case although the plaintiff, himself, is not a member of a protected class.

Public Employees Don't Need to Exhaust Local Grievance Procedure before Filing Overtime Claim

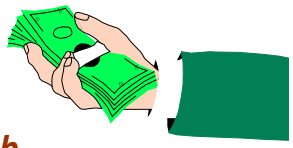
A federal court in New York has found that a City's "dispute resolution procedure" cannot be used to bar – or even delay – public employees from filing claims directly with the federal government over violations of the Fair Labor Standards Act. This case arose when the New York City Fire Department employees filed a claim because the department

had failed to provide proper pay for overtime worked. The City blocked the lawsuit by pointing to a provision in the union contract called the FLSA Dispute Procedure, which the employees had never utilized. The procedure allows 60 days for filing and 30 days for "a Management representative to attempt to resolve the matter."

After a year-and-a-half of litigation, the Court found that the City's FLSA Dispute Procedure "should be considered an optional program," and that any future dispute procedure, which must be exhausted before employees can sue, must include "a clear and unmistakable waiver of employees' rights under law…"

Employee fired after Revealing Mental Disability Has Grounds for ADA Suit

A 9-year van driver for the San Gabriel Transit District sued his former employer claiming that he was fired due to a mental disability. The employee had informed a passenger that he was depressed and had thoughts of suicide, and the passenger informed the District. SGT first put the employee on administrative leave and, just a few days later, terminated him. They failed to send the employee for medical evaluation or to conduct an ADA "interactive process," and refused to reinstate him after his medical leave. At trial, SGT claimed that the termination was unrelated to the employees' mental state, but based on his excellent, long-term employment record, the judge disagreed. Ultimately, the District paid more than $1,200,000 in back wages, penalties, and legal fees.



University Can't Manipulate Job Descriptions to Avoid Promoting "Complainer"

CSEA has won a suit against UC San Diego over the UC's re-writing of a job description in order to "screen out" a union activist. The activist, a temporary Equipment Technician II, who had previously filed a PERB claim, was seeking to be re-hired to an ETIII job. When he filled out his application, he found that the job description had just been modified to require experience with equipment that he didn't have. The university also skewed the interview committee to include members who were known to dislike this individual.

The union was able to demonstrate that the Human Resources Director, who had previously retaliated against this employee, had a personal hand in re-writing the job description and selecting the panel. Thus, the university was not able to "rebut the presumption of retaliatory motive" – and was ordered to re-hire the employee.

Lottery Board Can't Assign Employee to Position Slated for Layoff in order to Avoid Disciplinary Procedure

When the Chief of Security for the District of Columbia Lottery Board began investigating misconduct by some of its Board members and contractors, his supervisor responded by disparaging his work and assigning him to a lower-paid job class.

A day later, he was told that his position was designated for elimination, as part of an agency-wide lay-off.

The employee sued, citing retaliation and violation of both his First Amendment right to speak out and his Fifth Amendment right to due process. The DC Circuit Court agreed, finding that the layoff was "clearly pre-textual" and that the employee must be provided a full hearing prior to termination.

Employee can't be Held Responsible for Failing to Perform Duties while on FMLA Leave

A federal court has ordered reinstatement of a bookkeeper for the Freeberg Community School District, who was demoted while on FMLA leave. The employee, who took intermittent leave to care for her dying mother, was required to take work home and work evenings and weekends to try to keep up with her duties. The District gave her a negative evaluation when she was unable to keep up, and the Board advised her management to "begin documenting her deficiencies." Even when her paid leave was exhausted, she was told that she would be required to perform all her regular duties. When the bookkeeper was demoted, although she was still on legitimate leave, she was told

that "it was determined that you miss too much work to meet the essential functions of your assignment." Her supervisor also told the Board of Directors that she was being demoted due to absenteeism. The Board refused to give her an opportunity to appeal and later, tampered with the audio recording of the Board meeting at which the disciplinary action was discussed.

Labor Relations Update…

No Mandatory Retirement Age!

In 2009, then Governor, Arnold Schwarzenegger attempted to establish a "compulsory retirement age" for state employees in California. He said, "We find that the current revenue situation leaves us with no other alternative at this time than to enforce mandatory retirements."

The state unions sued, and the governor was directed to re-hire dozens of employees who had "involuntarily retired."

There IS NO mandatory retirement age for non-sworn employees. Federal law allows the imposition of mandatory retirement for Police Officers and Fire Fighters (whose retirement benefits are far more lucrative than general employees.) In California, this age is 65. For Highway Patrol Officers, it's age 60.

Employment

Questions and Answers: Your Rights on the Job

Each month we receive dozens of questions about your rights on the job. The following are some GENERAL answers. If you have a specific problem, feel free to talk to your Board Rep or Association Staff at (562) 433-6983 or cea@cityemployees.net.

Question: I work in a park where there is quite a bit of violence. In fact, there were stabbings last week. I work alone, and want to know if I can request hazard pay. I'm truly afraid of being hurt.

Answer: Although hazard pay can be negotiated in certain circumstances, this isn't one of those. An extra $50 in your paycheck won't do you any good if you are stabbed or shot. The best solution is to have the County assign a security guard or Police Services Assistant with you in the park, or at least a few co-workers. If your Management won't respond to a request, you should consider filing a grievance based on unsafe working conditions.

Question: There are eight inspectors in our department and we have all been working in the same territories for years. But our new boss is deliberately "mixing up" the territories, and most of us don't like this. Can we file a grievance?

Answer: Management has the fundamental right to change work assignments or locations, absent retaliatory or otherwise unlawful motives So, strictly speaking, your boss's action probably don't constitute a "violation." However, you and your co-workers can always request a meeting with him, to explain your objections to the change. If you need help

organizing the process, call your union staff.

Question: I am curious about what constitutes abuse with regard to sick leave?

Answer: Typically, "abuse" refers to employees' use of sick leave for reasons other than a legitimate illness. Employees who take sick leave when they are not sick CAN BE disciplined; in fact, this is one of the most frequent causes of discipline. It's not unusual for an employer to imply that an employee is a "sick leave abuser" because he or she uses a lot of sick leave. The best defense against this kind of accusation is to have an "FMLA letter" on file with the County. If you or a family member has a serious illness, which is the cause of high sick leave usage, you SHOULD have a letter on file, to protect your job.

Also, California's new sick leave law protects employees against retaliation for the legitimate use of ANY sick leave. However, if the employer has reason to believe you are abusing sick leave, it can require you to provide proof that your use of it is for legitimate reasons. If you believe you are a victim, feel free to call Association staff for representation.

Question: I work in a setting with lots of volunteers. One of them doesn't like me and has been posting nasty (and untrue) statements about me on her Facebook page. Further, I'm a male and she's a female and some of her remarks have had a sexual connotation. I told HR that I don't want to work around this woman anymore; but they have refused to take any action. What can I do? I'm truly afraid she's going to do or say something which threatens my job.

Answer: Ideally, Human Resources should take action on this situation. Given their refusal, you have the basis for a workplace harassment complaint, and should seriously consider filing one.

Question: Last year, my co-workers and I decertified our previous union and formed a new employees association. Now it is becoming obvious that the old union really failed us. Our rep dropped or mishandled several grievances and did a terrible job with contract negotiations. Is there any possibility of bringing legal action against this union? For example if we can prove that they knew our Rep was not doing his job, can we force them to compensate us?

Answer: Unions and Associations have a Duty of Fair Representation (DFR) to serve the interests of all of their members honestly and in good faith. It is possible for people to file DFRs with PERB (Public Employment Relations Board) but it's virtually impossible to *prove* that the union was not acting in people's best interests. Further, the threshold for proving "failure to represent" is very high. Unless an individual or group is able to prove that a rep completely failed to show up at a crucial meeting (like a termination hearing) or completely lost an employee's grievance file, it's difficult to win a DFR.

Free Legal Assistance for Association Members!

If you are a member of your employees association, you are eligible for up to two hours' of free assistance from CEA's outside legal counsel, John Stanton's, for help with any of these NON-WORK related subjects: family law (divorce, child custody, guardianship); estate planning (wills and trusts); bankruptcy; personal injury, real estate; Motor Vehicle or Unemployment Insurance hearings; and minor criminal prosecutions.

You may contact Mr. Stanton at (714) 974-8941 or John@johnjstanton.com.