SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Stanley Mosk Courthouse, Department 82

23STCP04182
CALIFORNIA POLICY CENTER, INC., A CALIFORNIA
CORPORATION vs LOS ANGELES UNIFIED SCHOOL
DISTRICT

January 15, 2025 9:30 AM

Judge: Honorable Stephen I. Goorvitch CSR: Linda Lee CSR # 13568 (Remote)

Judicial Assistant: R. Mendoza ERM: None

Courtroom Assistant: R. Monterroso Deputy Sheriff: None

APPEARANCES:

For Petitioner(s): Craig Alexander

For Respondent(s): Manuel Francisco Martinez (in court) and Alyse Nichols (Telephonic)

NATURE OF PROCEEDINGS: Hearing on Petition for Writ of Mandate

Pursuant to Government Code sections 68086, 70044, and California Rules of Court, rule 2.956, Linda Lee, CSR # 13568, certified shorthand reporter is appointed as an official Court reporter pro tempore in these proceedings, and is ordered to comply with the terms of the Court Reporter Agreement. The Order is signed and filed this date.

The matter is called for hearing.

The Court posts a tentative ruling in advance of the hearing for the parties to review.

After reading and considering all moving and opposing documents, hearing argument, and conferring with counsel, the Court rules as follows:

The Court issues its ruling in accordance with the "Order Granting in Part and Denying in Part Petition for Writ of Mandate" which is signed and filed this date and incorporated herein by reference.

Summary of the Court's ruling:

- 1. The petition for writ of mandate is granted in part. The Los Angeles Unified School District shall either: (a) Produce the accounting records reflecting whether each employee is paying union dues and the amounts paid (with any appropriate redactions); or (b) Identify and produce records and/or information that is responsive to the purpose of Petitioner's request, e.g., extract the responsive data and produce a copy to Petitioner.
- 2. The petition for writ of mandate is otherwise denied.

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CSR: Linda Lee CSR # 13568 (Remote)

ERM: None

Deputy Sheriff: None

- 3. Respondent shall comply with the writ and file a return within 90 days of service of the writ. Neither party has requested that the Court conduct an in camera review of responsive documents.
- 4. The Court declines to issue a declaratory judgment because Petitioner has an adequate remedy with respect to the petition for writ of mandate.
- 5. The Court declines to issue injunctive relief because Petitioner has an adequate remedy with respect to the petition for writ of mandate.
- 6. Petitioner shall pay the costs of extraction, if any, per Government Code section 7922.575(b). The parties shall meet-and-confer on this issue and, if necessary, file a noticed motion to resolve any disputes concerning the cost.
- 7. Petitioner may be entitled to attorney's fees or costs if the Court determines that Petitioner prevailed in this action. (Gov. Code § 7923.115(a); Fontana Police Dpet. v Villegas-Banuelos (1999) 74 Cal.App.4th 1249, 1252.) The Court orders the parties to meet-and-confer and, if necessary, Petitioner may file a notice motion.
- 8. The Court orders the parties to meet-and-confer and to lodge a proposed judgment.
- 9. The Court's clerk shall provide notice.

The Petition Petition for Writ of Mandate filed by California Policy Center, Inc., a California corporation on 11/14/2023 is Granted in Part.

Certificate of Mailing is attached.

California Policy Center

v.

Los Angeles Unified School District

Case No. 23STCP04182

Hearing: January 15, 2025

David W. Slayton, Executive OfficerClerk of Court By: R. Mendoza, Deputy Location: Stanley Mosk Courthouse

Department: 82

Judge: Stephen I. Goorvitch

Order Granting in Part and Denying in Part **Petition for Writ of Mandate**

INTRODUCTION

Petitioner California Policy Center ("Petitioner") seeks a writ of mandate directing Respondent Los Angeles Unified School District ("Respondent," "LAUSD," or the "District") to produce all public records responsive to Petitioner's requests under the California Public Records Act (the "CPRA"). Petitioner seeks documents that set forth or "evidence" the monthly and total amounts of union dues paid by LAUSD for the months of May, June, July, and August 2023 to each collective bargaining unit and professional management association with which LAUSD has entered contracts. Respondent admits that it has "underlying accounting information reflecting whether each employee is paying union dues and the amounts paid." However, Respondent argues that it need not produce these documents under the CPRA's collective bargaining exemption for local agencies—Government Code section 7928.410—citing Freedom Foundation v. Superior Court (2022) 87 Cal. App.5th 47. The court finds that these documents are not exempt because they play no role in the LAUSD's labor negotiations; they are merely payroll records. Therefore, the petition for writ of mandate is granted in part. The LAUSD shall either: (a) Produce the accounting records reflecting whether each employee is paying union dues and the amounts paid (with any appropriate redactions); or (b) Identify and produce records and/or information that is responsive to the purpose of Petitioner's request, e.g., extract the responsive data and produce a copy to Petitioner. The petition for writ of mandate is otherwise denied.

BACKGROUND

Petitioner's CPRA Requests A.

Petitioner seeks to enforce its right to public records pursuant to two CPRA requests. The first request was made on June 1, 2023 ("June 2023 Request" or the "first request"). The second request was made on September 5, 2023 ("September 2023 Request" or the "second request"; collectively "CPRA Requests"). (Petition for Writ of Mandate ("Pet.") ¶ 1.)

In the first request, Petitioner requested that Respondent produce the following records: "A. The total number of payers into each and every collective bargaining unit or professional association for May 2023"; and "B. The total number of people covered by a union collective

bargaining agreement for May 2023." (Id. ¶ 7 and Exh. A.) On August 4, 2023, Respondent's counsel denied the first request, stating in pertinent part:

Please be advised that the District does not have a responsive record that contains all of items requested. With respect to your request that the District create a spreadsheet with this information, please be advised that the District has no duty to create records that do not exist.... Haynie v. Superior Court (2001) 26 Cal.4th 1061, 1073–1075 Moreover, none of information requested will be made available to you because it is exempt from disclosure under the CPRA and case law. (Gov. Code, §§ 7927.705 and 7928.405; Freedom Foundation v. Superior Court (2022) 87 Cal.App.5th 47....)

(*Id.* Exh. J.) In a responsive letter dated September 5, 2023, Petitioner explained – with respect to the June 2023 Request – that Petitioner "has been making this request to LAUSD for approximately five years" and "[t]his is the first time LAUSD has advised that this document was created by LAUSD in response to CPC's records." (*Id.* Exh. K.)

Petitioner sent the second request on September 5, 2023, which modified the first request to seek the following records:

- 1. A copy of each contract / MOU or other evidence of an agreement with any and all collective bargaining unit / professional management association that are currently in effect for the months of May, June, July and August 2023; and
- 2. Any documents that set forth the number of employees of each bargaining unit / association for which LAUSD is paying dues to each unit/association for each pay period for the months of May, June, July and August 2023; and / or
- 3. Any documents that set forth or evidence the total amount paid by LAUSD to each unit / association for each pay period for the months of May, June, July and August 2023.

(Id. ¶ 14, Exh. K.)

On or about September 15, 2023, Respondent produced certain responsive, non-exempt records and denied the remainder of the first and second requests. In a letter, Respondent's counsel explained:

This most recent request [the June 2023 Request] is similar to prior requests received by Los Angeles Unified School District ("District"). In the past, the District created documents to respond to these similar requests because there was no single document that existed containing the requested information. In the past, the District created this document to provide your client with what was believed at the time to be public information. Since the publication of *Freedom Foundation v. Superior Court* (2022) 87 Cal.App.5th 47, this information has been deemed exempt from disclosure. Furthermore,

your assumption that the District altered an existing document is both unfounded and untrue.

[PP]....

Please note that the responsive, non-exempt, information that you seek can be found at the following link:

https://www.lausd.org/Page/4080

Please be advised that the District does not have a responsive record that contains all of items of the remaining requests. With respect to your request that the District create a spreadsheet with this information, please be advised that the District has no duty to create records that do not exist.... Haynie v. Superior Court (2015) 26 Cal.4th 1061 Moreover, none of information requested will be made available to you because it is exempt from disclosure under the CPRA and case law. (Gov. Code, §§ 7927.705 and 7928.405; Freedom Foundation v. Superior Court (2022) 87 Cal.App.5th 47....)

(*Id.* ¶ 16, Exh. L.)

Because the second request modified the first request, the court focuses its analysis below on the categories of records sought in the second request. Furthermore, Respondent represents that only the second and third categories of records in the second request "remain at issue." (Oppo. 2:22.) Petitioner has not argued, or cited evidence, to the contrary. (See Reese Decl. ¶¶ 6-12.)

THE CALIFORNIA PUBLIC RECORDS ACT

Pursuant to the CPRA—Government Code §§ 7921.000, et seq. 1—individual citizens have a right to access government records. In enacting the CPRA, the California Legislature declared that "access to information concerning the conduct of the people's business is a fundamental and necessary right of every person in this state." (Gov. Code § 7921.000; see also County of Los Angeles v. Superior Court (2012) 211 Cal.App.4th 57, 63.) Significantly, Article 1, Section 3(b) of the Constitution affirms that "[t]he people have the right of access to information concerning the conduct of the people's business." The Constitution mandates that the CPRA be "broadly construed," while any statute "that limits the right of access" must be "narrowly construed." (See National Lawyers Guild v. City of Hayward (2020) 9 Cal.5th 488, 507.)

The CPRA "does not allow limitations on access to a public record based upon the purpose for which the record is being requested, if the record is otherwise subject to disclosure." (Gov. Code § 7921.300.) "Any reasonably segregable portion of a record shall be available for inspection by any person requesting the record after deletion of the portions that are exempted by

¹ The CPRA statutes were re-numbered effective January 1, 2023. Unless otherwise stated, statutory references are to the Government Code.

law." (Gov. Code § 7922.525(b).)

To establish an agency has a duty to disclose under the CPRA, the petitioner must show that: (1) The record qualifies as a public record; and (2) The record is in the possession of the agency. (See Anderson-Barker v Superior Court (2019) 31 Cal.App.5th 528, 538.) However, exemptions under the CPRA must be narrowly construed and the agency bears the burden of showing that a specific exemption applies. (Sacramento County Employees' Retirement System v. Superior Court (2013) 195 Cal.App.4th 440, 453.) "Because the agency has full knowledge of the contents of the withheld records and the requester has only the agency's affidavits and descriptions of the documents, its affidavits must be specific enough to give the requester 'a meaningful opportunity to contest' the withholding of the documents." (ACLU of Northern California v. Superior Court (2011) 202 Cal.App.4th 55, 83, citations omitted.)

EVIDENTIARY ISSUES

Petitioner seeks judicial notice of Exhibits A and B, which are Assembly and State Senate analyses of AB 1455. Respondent does not object. The request is granted under Evidence Code section 452(c).

Respondent objects to Paragraph 12 of, and Exhibit Y to, the declaration of Craig Alexander, which was filed with the opening brief. This paragraph and exhibit reference the CPRA request in *Freedom Foundation v. Superior Court* (2022) 87 Cal.App.5th 47. The court relied on the description from the case itself, not this exhibit. Therefore, the court need not rule on this objection. (See Code Civ. Proc. § 437c(q).)

Respondent objects to certain paragraphs of the declaration of Craig Alexander, which was filed with the reply brief. The court did not rely on those portions of the declaration. Therefore, the court need not rule on this objection. (See Code Civ. Proc. § 437c(q).)

DISCUSSION

A. Respondent Has Possession of Public Records Responsive to the CPRA Requests and a Legal Duty to Assist Petitioner Identify Responsive Records

The CPRA defines public records as "any writing containing information relating to the conduct of the public's business prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics." (Gov. Code § 7920.530(a).) In the context of the CPRA, the term "possession" has been defined to mean both actual and constructive possession. (City of San Jose v. Superior Court (2017) 2 Cal.5th 608, 623.) "[A]n agency has constructive possession of records if it has the right to control the records, either directly or through another person." (Ibid.) The CPRA does not require agencies "to generate new substantive content to respond to a PRA request. The rule means that, for example, agencies need not draft summary or explanatory material, perform calculations on data, or create inventories of data in response to a records request." (National Lawyers Guild, San Francisco Bay Area Chapter v. City of Hayward (2020) 9 Cal.5th 488, 502 [hereafter "NLG"]; see also Haynie v. Superior Court (2001) 26 Cal.4th 1061, 1075.) However, "the PRA does require agencies to gather and segregate

disclosable electronic data and to 'perform data compilation, extraction or computer programming if 'necessary to produce a copy of the record.'" (*NLG*, *supra*, 9 Cal.5th at 503, discussing Gov. Code § 7922.575(b).) Thus, section 7922.575(b) provides:

(b) [T]he requester shall bear the cost of producing a copy of the record, including the cost to construct a record, and the cost of programming and computer services necessary to produce a copy of the record when either of the following applies:

....¶

(2) The request would require data compilation, *extraction*, or programming to produce the record.

(§ 7922.575(b) [emphasis added].)

In addition, the CPRA mandates that the responding agency "assist the member of the public make a focused and effective request that reasonably describes an identifiable record or records." (Gov. Code § 7922.600(a).) The responding agency "shall do all of the following, to the extent reasonable under the circumstances:

- (1) Assist the member of the public to identify records and information that are responsive to the request or to the purpose of the request, if stated.
- (2) Describe the information technology and physical location in which the records exist.
- (3) Provide suggestions for overcoming any practical basis for denying access to the records or information sought."

(Gov. Code § 7922.600(a) [emphasis added].)

Here, as noted above, the following two categories of records from Petitioner's CPRA Requests remain at issue:

- 2. Any documents that set forth the number of employees of each bargaining unit / association for which LAUSD is paying dues to each unit/association for each pay period for the months of May, June, July and August 2023; and / or
- 3. Any documents that set forth *or evidence* the total amount paid by LAUSD to each unit / association for each pay period for the months of May, June, July and August 2023.

(Pet. ¶ 14, Exh. K [emphasis added]; see also Oppo. 2:22 and Reese Decl. ¶¶ 6-12.)

Respondent admits that it possesses electronic accounting records "reflecting whether each employee is paying union dues and the amounts paid." (Oppo. 2:10-11; see also Alexander Decl. Exh. P at 2.) Respondent admits that it maintains its own electronic accounting records (using SAP software), including "for payment of union dues" to the various unions of which its employees are members. (Oppo. 3:26-27, 4:13-22; Alexander Decl. Exh. P at 2-3.) Petitioner submits evidence that the total amount of union dues paid by Respondent to bargaining units may be determined from data that could be extracted from these records. (See e.g. OB 9:1-15, citing Alexander Decl. Exh. U, V, W and Reese Decl. ¶ 10, Exh. I-N). Stated another way, these accounting records "evidence" the amounts paid by LAUSD to each collective bargaining unit and professional management association for each pay period for the months of May, June, July and August 2023. (Pet. ¶ 14, Exh. K.) Accordingly, the court finds that Respondent has possession of some public records responsive to the CPRA Requests. In the alternative, even if the accounting records are not literally responsive to the CPRA Requests as worded, Respondent has a legal duty to assist Petitioner "to identify records and information that are responsive to the request or to the purpose of the request." (Gov. Code § 7922.600(a)(1).)

B. The Records Are Not Exempt under Government Code Section 7928.410 or Freedom Foundation v. Superior Court (2022) 87 Cal.App.5th 47

Respondent argues that any "conceivable" responsive records are exempt from disclosure under Government Code section 7928.410 and *Freedom Foundation v. Superior Court* (2022) 87 Cal.App.5th 47 ("Freedom Foundation").

Freedom Foundation concerned Government Code section 7928.405, which exempts certain records of state agencies. Government Code section 7928.410, which is relevant to this case, provides a similar exemption for records of local agencies. Specifically, section 7928.410 provides in full, as follows:

- (a) Except as provided in Sections 7924.510, 7924.700, and 7929.610, this division does not require the disclosure of records of local agencies related to activities governed by Chapter 10 (commencing with Section 3500) of Division 4, that reveal a local agency's deliberative processes, impressions, evaluations, opinions, recommendations, meeting minutes, research, work products, theories, or strategy, or that provide instruction, advice, or training to employees who do not have full collective bargaining and representation rights under that chapter.
- (b) This section shall not be construed to limit the disclosure duties of a local agency with respect to any other records relating to the activities governed by the employee relations act referred to in this section.

(Gov. Code § 7928.410.)



1. Freedom Foundation Is Distinguishable

In Freedom Foundation, the petitioner made CPRA requests to the State Department of Human Resources ("CalHR") for records showing the "total number of employees in [each] bargaining unit . . . who had union dues or fees withheld from their pay in each month of 2018 and 2019, and total amount of union dues/fees withheld" (Freedom Foundation, supra, 87 Cal.App.5th at 52.) In that case, however, CalHR did not maintain the underlying records as part of its payroll function. Instead, CalHR purchased the records in the form of "custom reports" from the State Controller's Office (the "SCO") for use in labor negotiations. (Id. at 52-53.) CalHR used these reports "to evaluate bargaining proposals, to develop strategies for collective bargaining, and to inform and advise the Director." (Id. at 53.) The documents were exempt because they were part of CalHR's "research and evaluations conducted pursuant to the Dills Act." (Id. at 57.)

By contrast, in the instant case, Petitioner seeks underlying accounting records from the LAUSD, which are used in the first instance for payroll purposes, not collective bargaining. The LAUSD has possession and control of its payroll source data in its payroll department, which handles deductions. (See Alexander Decl. Exh. U at 56-57; see also Reese Decl. ¶ 3, Exh. A-D.) Respondent does not argue, or cite evidence, that it maintains this data in the files of its labor negotiators or that it uses this data in preparing for or conducting labor negotiations. Respondent does not identify responsive records similar to the "custom reports" at issue in Freedom Foundation. Nor is there any specific tie between these records and LAUSD's labor negotiations. Respondent's payroll department has not been asked to produce a "Flex Report" for any labor negotiators (or anyone else at LAUSD) identifying employees who are union dues payors and those who are not. (Alexander Decl. Exh. U at 177-178.) The reports created for Petitioner's prior CPRA requests were not included in any labor negotiation reports. (Id. Exh. V at 73-74; Exh. W at 45.) Therefore, the instant case is distinguishable from Freedom Foundation.

Respondent concedes that the records at issue are not used in direct labor negotiations. Referencing past reports it produced to Petitioner in response to prior CPRA requests, Respondent concedes:

Although these reports are not used in direct labor negotiations, they do reflect the most current number of union members for each bargaining unit and constitute labor related work product which is used by Respondent in the context of managing its labor relations obligations.

(*Id.* Exh. N at 4 [emphasis added].) Instead, Respondent attempts to interpret *Freedom Foundation* broadly to encompass "[a]ll records related to labor relations are protected by law." (Oppo. 8:26-27.) Respondent also asserts that "[w]hile *Freedom Foundation* is not limitless, it does broadly protect all of the documents the District uses to fulfill its labor related obligations, including the accounting records sought here." (Oppo. 9:16-25.) The court disagrees that the

holding of *Freedom Foundation* encompasses all documents "related to labor relations" or all documents "use[d] to fulfill [] labor related obligations." The Court of Appeal held:

We conclude, as the trial court did, that the statute does what it says—it exempts records of state agencies related to activities governed by the Dills Act that "reveal a state agency's deliberative processes, impressions, evaluations, opinions, recommendations, meeting minutes, research, work products, theories, or strategy." (§ 6254, subd. (p)(1), italics added.)

(Freedom Foundation, supra, 87 Cal.App.5th at 56, 57.) As discussed in Freedom Foundation, this can encompass "research and evaluations" in preparation for labor negotiations. But the holding of Freedom Foundation requires that there is some relationship between the documents at issue and the agency's labor negotiations. Therefore, Freedom Foundation does not control.

2. Respondent Has Not Proven that the Statutory Exemption in Section 7928.410 Applies to the Accounting Records at Issue

As a matter of statutory construction, Respondent asserts that section 7928.410 should be interpreted to exempt all records related to labor relations, including accounting records related to the payment of union dues:

Simply put, the life cycle of public employment labor relations is beyond just the initial negotiation stage.... Importantly here factually, the District has negotiated with its labor partners to have dues deducted from members' paychecks. (Martinez Decl. ¶ 3, Ex. 1 at 124:21-125:5.) Under this type of arrangement, legally unions have a statutory right to have those dues directly transmitted to the union. (Gov. Code, § 3543.1, subd. (d); Ed. Code, § 45168.) Unions also have a statutory right in how the dues are collected as well as accuracy of these amounts vis-à-vis their statutory right to sue. (Ed. Code, § 45168.5, subd (b)(1).)

(Oppo. 9:16-25.) Respondent argues that "[n]owhere in the plain language of the statute is there a limitation to information solely used during negotiations." (Oppo. 8:24-25.)

The rules governing statutory construction are well settled. We begin with the fundamental premise that the objective of statutory interpretation is to ascertain and effectuate legislative intent. To determine legislative intent, we turn first to the words of the statute, giving them their usual and ordinary meaning. When the language of a statute is clear, we need go no further. However, when the language is susceptible of more than one reasonable interpretation, we look to a variety of extrinsic aids, including the ostensible objects to be achieved, the evils to be remedied, the legislative history, public policy, contemporaneous administrative construction, and the statutory scheme of which the statute is a part.

(*Nolan v. City of Anaheim* (2004) 33 Cal.4th 335, 340, citations omitted.) The court agrees with Petitioner. The plain language of section 7928.410 does not encompass all records relating to labor relations and collective bargaining.

Respondent argues that the exemption in section 7928.410 applies to all "activities governed by Chapter 10 (commencing with Section 3500) of Division 4," which includes the Meyers-Milias-Brown Act ("MMBA"). (Gov. Code § 3500.5.) The Court of Appeal has summarized the purposes of the MMBA as follows:

The purposes of the [MMBA] are to promote full communication between management and labor and improve employer-employee relations. According to the Act, these purposes will be effectuated by establishing methods to resolve labor disputes and by providing a uniform basis for recognizing the right of public employees to organize and be represented by employee organizations.... The Act sets forth certain principles which public agencies must follow. These primarily include the recognition of employee organizations in representing public employees, and the mutual obligations of public agencies and 'recognized employee organizations' to meet and confer in good faith regarding wages, hours and other conditions of employment, and to reduce their agreements to binding written memoranda of agreement.

(Relyea v. Ventura County Fire Protection Dist. (1992) 2 Cal.App.4th 875, 880.) Since the MMBA applies to more than just collective bargaining, Respondent contends that the exemption applies to everything that Respondent does with its unions. Respondent's interpretation is not persuasive for several reasons.

Respondent fails to give effect to subdivision (b) of section 7928.410, which states that "[t]his section shall not be construed to limit the disclosure duties of a local agency with respect to any other records relating to the activities governed by the employee relations act referred to in this section." "When interpreting statutory language, we may neither insert language which has been omitted nor ignore language which has been inserted." (See People v. National Auto. and Cas. Ins. Co. (2002) 98 Cal.App.4th 277, 282.) "[I]nterpretations which render any part of a statute superfluous are to be avoided." (Young v. McCoy (2007) 147 Cal.App.4th 1078, 1083.) If the Legislature had intended to exempt all employer relations described in "Chapter 10 (commencing with Section 3500) of Division 4," as Respondent contends, it would not have needed to exclude from the exemption any other activities as it did in subdivision (b).

Similarly, Respondent's interpretation fails to give meaning to subdivision (a) of section 7928.410. Specifically, only documents "that reveal a local agency's deliberative processes, impressions, evaluations, opinions, recommendations, meeting minutes, research, work products, theories, or strategy" are exempt. There would have been no reason for the Legislature to provide this itemized list if it had intended to exempt everything mentioned in Chapter 10 (commencing with Section 3500), as Respondent asserts.

Respondent also does not give a "reasonable and commonsense" interpretation of the statute or acknowledge that CPRA exemptions are to be narrowly construed. In interpreting a statute, the court must "give the provision a reasonable and commonsense interpretation consistent with the apparent purpose and intention of the lawmakers, practical rather than technical in nature, which upon application will result in wise policy rather than mischief or absurdity." (*People v. Burgess* (2022) 86 Cal.App.5th 375, 382, internal quotation marks

omitted.) Moreover, Article 1, Section 3(b) of the California Constitution mandates that the CPRA be "broadly construed," while any statute "that limits the right of access" must be "narrowly construed." (See NLG, supra, 9 Cal.5th at 507.) According to Respondent, section 7928.410 should be interpreted to exempt from disclose all public records created in the "the life cycle of public employment labor relations." (Oppo. 9:16.) Respondent proposes an interpretation of the statute that would not allow any public access to its interactions with labor unions. That interpretation conflicts with the plain language of the statute, which shows intent to create only a narrow exemption for public records used in the collective bargaining process or that otherwise "reveal a local agency's deliberative processes, impressions, evaluations, opinions, recommendations, meeting minutes, research, work products, theories, or strategy." (§ 7928.410(a).)

The court need not reach the legislative history. Regardless, the legislative history also does not support Respondent's position. Specifically, according to its author, "the purpose of [the statutory] exemptions is to allow public employee unions and public agencies to engage in candid and fully-informed *collective bargaining negotiations* without the potentially disruptive effects of public disclosure of ongoing negotiations." (RJN Exh. A at 2 [emphasis added]; *see also* RJN Exh. B at 2-3.) This legislative history does not suggest that the Legislature sought to exempt from disclosure all records related to labor relations.

Based on the foregoing, Respondent does not show that the accounting data that Petitioner seeks is exempt from disclosure under *Freedom Foundation* or section 7928.410. Accordingly, since the accounting data is held in electronic form, Respondent must either produce the accounting records themselves (with appropriate redactions), or extract the responsive data and produce a copy of the extracted data to Petitioner. (See *NLG*, *supra*, 9 Cal.5th at 503, discussing Gov. Code § 7922.575(b).)

CONCLUSION AND ORDER.

Based upon the foregoing, the court orders as follows:

- 1. The petition for writ of mandate is granted in part. The Los Angeles Unified School District shall either: (a) Produce the accounting records reflecting whether each employee is paying union dues and the amounts paid (with any appropriate redactions); or (b) Identify and produce records and/or information that is responsive to the purpose of Petitioner's request, e.g., extract the responsive data and produce a copy to Petitioner.
 - 2. The petition for writ of mandate is otherwise denied.
- 3. Respondent shall comply with the writ and file a return within 90 days of service of the writ. Neither party has requested that the court conduct an *in camera* review of responsive documents.
- 4. The court declines to issue a declaratory judgment because Petitioner has an adequate remedy with respect to the petition for writ of mandate.

- 5. The court declines to issue injunctive relief because Petitioner has an adequate remedy with respect to the petition for writ of mandate.
- 6. Petitioner shall pay the costs of extraction, if any, per Government Code section 7922.575(b). The parties shall meet-and-confer on this issue and, if necessary, file a noticed motion to resolve any disputes concerning the cost.
- 7. Petitioner may be entitled to attorney's fees or costs if the court determines that Petitioner prevailed in this action. (Gov. Code § 7923.115(a); Fontana Police Dept. v. Villegas-Banuelos (1999) 74 Cal.App.4th 1249, 1252.) The court orders the parties to meet-and-confer and, if necessary, Petitioner may file a noticed motion.
 - 8. The court orders the parties to meet-and-confer and to lodge a proposed judgment.
 - 9. The court's clerk shall provide notice.

IT IS SO ORDERED

Dated: January 15, 2025

Stephen I. Goorvitch Superior Court Judge

Reserved for Clerk's File Stamp SUPERIOR COURT OF CALIFORNIA **COUNTY OF LOS ANGELES** FILED Superior Court of California COURTHOUSE ADDRESS: Stanley Mosk Courthouse County of Los Angeles 111 North Hill Street, Los Angeles, CA 90012 01/15/2025 David W. Slayton, Executive Officer / Clerk of Court PLAINTIFF/PETITIONER: R. Mendoza California Policy Center, Inc., a California corporation DEFENDANT/RESPONDENT: Los Angeles Unified School District CASE NUMBER: **CERTIFICATE OF MAILING** 23STCP04182

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Minute Order (Hearing on Petition for Writ of Mandate) of 01/15/2025 upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Los Angeles, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Manuel Francisco Martinez Lozano Smith 2001 N Main St Ste 500 Walnut Creek, CA 94596

Dated: 01/15/2025

Craig Alexander Law Offices of Craig P. Alexander 24681 La Plaza Suite 250 Dana Point, CA 92629

David W. Slayton, Executive Officer / Clerk of Court

By: R. Mendoza
Deputy Clerk