

No. \_\_\_\_\_

**IN THE SUPREME COURT OF THE UNITED STATES**

---

DEONDRE ARTHUR STATEN, Petitioner

vs.

RONALD DAVIS, WARDEN, Respondent

---

**ON PETITION FOR WRIT OF CERTIORARI  
TO THE NINTH CIRCUIT COURT OF APPEALS**

---

**PETITION FOR WRIT OF CERTIORARI  
CAPITAL CASE**

**APPENDIX VOLUME 2**

---

JERRY L. NEWTON\*  
9341 Holt Road  
Carmel, California 93923  
Telephone: 831-626-2797  
Email: [jlnewt@sbcglobal.net](mailto:jlnewt@sbcglobal.net)

Attorney for Petitioner  
DEONDRE ARTHUR STATEN  
\*Counsel of Record

NORMAN D. JAMES  
108 Ironwood Court  
Hamilton, Montana 59840  
Telephone: 406-961-1498  
Email: [ndjlaw@aol.com](mailto:ndjlaw@aol.com)

Attorney for Petitioner  
DEONDRE ARTHUR STATEN

APPENDIX – Table Of Contents

<u>Volume 1</u>	<u>Page(s)</u>
1. <i>People v. Staten</i> , 24 Cal.4th 434 (2000) .....	1-16
2. <i>Staten v. California</i> , 122 S.Ct. 109 (2001) .....	17
3. <i>In re Staten</i> (case no. S107302) .....	18-19
4. <i>In re Staten</i> (case no. S121789) .....	20-21
5. <i>In re Staten</i> (case no. S141678) .....	22-23
6. Memorandum and Order Granting in Part and Denying in Part Respondent’s Motion to Dismiss Petitioner’s Claims .....	24-137
7. Memorandum and Order Granting Summary Judgment to Respondent on Claim 11 and Denying First Amended Petition for Writ of Habeas Corpus .....	138-162
 <u>Volume 2</u>	
8. <i>Staten v. Davis</i> , 962 F.3d 487 (9 <sup>th</sup> Cir. 2020) .....	163-177
9. Order Denying Petition for Rehearing and Rehearing En Banc .....	178
10. Executive Summary, Pomona Contract Lawyers Association, dated September 18, 1990 .....	179
11. Letter dated September 18, 1990, from Richard B. Dixon, Chief Administrative Officer, to the Los Angeles County Board of Supervisors .....	180-181
12. Contract between East District of the Los Angeles Superior Court and the Los Angeles County Board of Supervisors creating the Pomona Contract Lawyers Association .....	182-199

13.	Los Angeles County Superior Court Minute Order dated April 9, 1991, appointing John Tyre as counsel for Staten . . .	200
14.	Contract between East District of the Los Angeles Superior Court and Los Angeles County Board of Supervisors extending Pomona Contract Lawyers Association for Additional Year . . . . .	201-203
15.	Contract between East District of the Los Angeles Superior Court and Los Angeles County Board of Supervisors extending Pomona Contract Lawyers Association for Second Additional Year . . . . .	204-206
16.	Petition for Writ of Habeas Corpus to California Supreme Court, case no. S141678 (Federal Exhaustion Petition) . . . .	207-288
17.	Informal Response to Petition for Writ of Habeas Corpus, case no. S141678 . . . . .	289-319
18.	Declaration of Dr. Armando Morales, November 30, 2001. . .	320-335
19.	Declaration of Robert Osegara, November 18, 2001 . . . . .	336-337
20.	Declaration of Brian Ellis, November 18, 2001 . . . . .	338-339
21.	Declaration of Pat M. Osegara, October, 2001 . . . . .	340-341
22.	Declaration of Quincy Murphy, October 15, 2001. . . . .	342-343
23.	Declaration of Keith Taylor, November 18, 2001 . . . . .	344-345

**FILED**

UNITED STATES COURT OF APPEALS

AUG 5 2020

FOR THE NINTH CIRCUIT

MOLLY C. DWYER, CLERK  
U.S. COURT OF APPEALS

DEONDRE ARTHUR STATEN,

Petitioner-Appellant,

v.

RONALD DAVIS, Warden, Warden,  
California State Prison at San Quentin,

Respondent-Appellee.

No. 17-99008

D.C. No. 2:01-cv-09178-MWF  
Central District of California,  
Los Angeles

ORDER

Before: GRABER, BERZON, and FRIEDLAND, Circuit Judges.

Judges Graber and Friedland have voted to deny Appellant's petition for panel rehearing and rehearing en banc, and Judge Berzon has voted to grant Appellant's petition for panel rehearing and rehearing en banc.

The full court has been advised of Appellant's petition for rehearing en banc, and no judge of the court has requested a vote on it.

Appellant's petition for panel rehearing and rehearing en banc, Docket No. 40, is DENIED.



COUNTY OF LOS ANGELES  
CHIEF ADMINISTRATIVE OFFICE

713 HALL OF ADMINISTRATION / LOS ANGELES, CALIFORNIA 90012  
974-1101

MEMBERS OF THE E  
PETER F. SCHAB  
KENNETH  
EDMUND G. EDE  
DEANE  
MICHAEL D. ANTON

RICHARD B. DIXON  
CHIEF ADMINISTRATIVE OFFICER

September 18, 1990

Executive Summary

POMONA CONTRACT LAWYERS' ASSOCIATION CONTRACT  
(3-VOTES)

Request

Approve a contract with Pomona Contract Lawyers' Association for indigent defense services in the Superior Court - East District.

Fiscal Impact

- Reflects a fixed contract cost with the flexibility of providing cost per case increases should the expected workload increase.
- Sufficient funds are budgeted in the Superior Court Mandatory Court Expense Budget.

Contract Terms and Conditions

The total contract amount is \$495,833 for an estimated 500 indigent defense cases, including capital cases. The contract also provides for a fixed average cost per case amount of \$991.67 should the caseload exceed 500 cases.

The Superior Court has reviewed and approves of the contract.

Recommendation

Approve the contract with the Pomona Contract Lawyers' Association in the amount of \$495,833 for the period of November 1, 1990 to October 31, 1991.



COUNTY OF LOS ANGELES  
CHIEF ADMINISTRATIVE OFFICE

113 HALL OF ADMINISTRATION / LOS ANGELES, CALIFORNIA 90012  
974-1101

MEMBERS OF THE BOARD  
PETER F. SCHAB  
KENNETH J. ...  
EDUARDO B. SOBEL  
DEANE I.  
MICHAEL G. ANTONIO

RICHARD B. DIXON  
CHIEF ADMINISTRATIVE OFFICER

September 18, 1990

The Honorable Board of Supervisors  
County of Los Angeles  
383 Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

POMONA CONTRACT LAWYERS' ASSOCIATION CONTRACT  
(3-VOTES)

On motion by Supervisor Edelman, your Board instructed each Judicial Officer to support the implementation of either the Alternate Defense Counsel (ADC) or comparable contract attorney program at their court. Since then, my office has been negotiating with the courts to implement ADC or a contract attorney program at all courts throughout the County. After much consideration, it was determined that the Pomona Contract Lawyers' Association could best provide indigent defense services at the East District of the Superior Court.

The contract term is for twelve months (beginning November 1, 1990 through October 31, 1991), at a cost of \$495,833. Sufficient funds are included in the Superior Court Mandatory Court Expense Budget to cover the cost of this contract. The contract also provides for a fixed average cost per case amount of \$991.67 should the caseload exceed 500 cases.

The contract has been reviewed and approved by the East District Superior Court Judges, as well as the Executive Committee of the Superior Court. In addition, all supervising judges and presiding judges that do not have contract attorney programs have been sent a letter informing them of the Chief Administrative Office's intent to work with them to secure a contract attorney program at their court.

37 530

Honorable Board of Supervisors  
September 18, 1990  
Page 2

THEREFORE, IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chairman to sign the attached contract approved as to form by County Counsel, with the Pomona Contract Lawyers' Association in the amount of \$495,833 for the period of November 1, 1990 to October 31, 1991.

Respectfully submitted,



RICHARD B. DIXON  
Chief Administrative Officer

RBD:MJH  
ROM:hg1

Attachment

- c: Executive Officer, Board of Supervisors
- County Counsel
- Auditor-Controller
- Presiding Judge of the Superior Court
- Supervising Judge, East District of  
the Superior Court
- Pomona Contract Lawyers' Association
- Judicial Procedures Commission

pmo-10c .b1

SEP

OF

1990

Pg 11

181

AGREEMENT FOR DEFENSE SERVICES

WHEREAS, the County of Los Angeles, hereinafter referred to as "COUNTY," is required by Section 23 of its Charter and by California Government Code Section 27706, to provide Public Defender services; and

WHEREAS, from time to time COUNTY'S Office of the Public Defender is unable, because of a conflict of interest or other lawful unavailability, to represent accused persons who are otherwise eligible for such representation; and

WHEREAS, counties and courts are encouraged by Penal Code Section 987.2 and otherwise to establish cost efficient plans for the appointment of counsel to provide criminal defense services for persons eligible for representation by the Office of the Public Defender in cases where the Public Defender is lawfully unavailable, and "to ensure the maximum recovery of costs" pursuant to Penal Code Section 987.8; and

WHEREAS, Penal Code Section 987.2 contemplates counties of the first class such as COUNTY contracting with one or more attorneys to provide criminal defense services for persons eligible for representation by the Office of the Public Defender in cases where the Public Defender is lawfully unavailable; and



WHEREAS, Pomona Contract Lawyers Association, hereinafter referred to as "CONTRACTOR," desires to enter such a contract with COUNTY to economically provide representation of such persons before the following courts: Superior Court - East District.

WHEREAS, the judges of the East District have personal knowledge of the experience, training and legal ability of each of the contracting attorneys; that each of the attorneys has practiced law for more than ten (10) years; and the judges are confident of their individual competence and integrity.

NOW THEREFORE, in consideration of the mutual covenants herein and the mutual benefits to be derived therefrom, the COUNTY and CONTRACTOR agree as follows:

1. Services to be provided. CONTRACTOR'S members will provide complete legal defense services for all defendants whom CONTRACTOR'S members are appointed to represent during the term of this Agreement or any extension thereof and who would be entitled to representation by the Office of the Public Defender in the courts covered by this Agreement but for the fact that the Office of the Public Defender is legally unavailable. Such services shall include all legal defense services typically provided by the Office of the Public Defender, including interview and preparation time, all necessary court appearances,

hearings, motions, court waiting time, and trials at the trial court level and for writ proceedings and the filing of any notice of appeal that may be required by Penal Code Section 1240.1 or otherwise including legal research, preparation of documents, secretarial and clerical support services, and travel. Once appointed during the term of this Agreement or any extension thereof CONTRACTOR'S members shall be required to complete such services for each defendant who they are so appointed to represent regardless of any termination of this Agreement. Services to be provided by CONTRACTOR do not include services for court appointed investigators, experts, or interpreters. CONTRACTOR'S members shall not be required to represent any such defendant if the court makes a written finding that a conflict of interest or other legal disability precludes any of CONTRACTOR'S members from being appointed to represent such defendant.

2. Number of Defendants to be represented. CONTRACTOR'S members agree to provide the services described in paragraph 1 for all defendants described therein, regardless of the actual number thereof. The parties contemplate by this Agreement that the number of cases will not exceed 500 per year. The cases upon which the contracting attorneys are appointed in excess of 500 are subject to the average cost per case provisions of paragraph 3b1.

3. Compensation.

3a. Contract Amount. Subject to the proportional payment provisions of paragraph 11, the additions provisions of paragraph 3b, and the penalty provisions of paragraph 5, CONTRACTOR shall be paid four hundred and ninety five thousand eight hundred thirty three dollars (\$495,833) for providing the services described in paragraph 1. CONTRACTOR shall receive twenty five (25) percent of the contract amount within thirty days of submission of each quarterly billing that meets the requirements of paragraph 4.

3b. Additions in Contract Amount.

3b1. Additions. In the event that CONTRACTOR is required to represent more than 500 defendants under this agreement per year (or if the contract term is for less than 365 days, then the proportional number of defendants calculated in accordance with paragraph 11), CONTRACTOR shall be paid the sum of \$991.67 for each defendant represented in excess of that number.

3b11. Manner of Counting Defendants. As used herein a defendant shall be counted as one defendant for all counts and cases consolidated together; and as more than one defendant for cases not consolidated together. Once a defendant has been counted for a particular case or cases under this contract that defendant will not be counted again for that case or cases in this contract or any extensions thereof.

3c. Pro Bono Publico services. To the extent that CONTRACTOR'S members are required to provide services for a defendant under this contract for which the limitations in this contract precludes them from being compensated, CONTRACTOR'S members shall provide those services Pro Bono Publico without cost.

4. Billing.

4a. CONTRACTOR shall submit its billing statement quarterly in arrears, no later than the fifteenth of the months of February, May, August, and November.

4b. The billing shall be submitted in a form approved by the COUNTY'S Project Director to the person designated by COUNTY'S Project Director.

4c. Each billing statement shall contain at least the following information:

i. A running total of the actual number of defendants represented by CONTRACTOR'S members under this Agreement for the year period covered by the Agreement or for any extension thereof; and a running total of the actual number of such defendants whose cases have been completed.

ii. A running total of the total amount of dollars billed, and of payments received under this Agreement for the period covered by the Agreement or any extension thereof.

iii. The case name, case number, court, defendant name, and case type (misdemeanor, felony, homicide, or death penalty case) of each defendant for whom services were provided and for which payment is sought under this Agreement, and the name of CONTRACTOR'S members representing such defendant.

5. Penalty. In the event that a court covered by this Agreement is required to appoint an attorney other, than a deputy Public Defender or one of CONTRACTOR'S members whose services are compensated pursuant to this Agreement to represent a defendant due to any reason other than in conjunction with a written finding of a conflict of interest or legal disability that precludes CONTRACTOR from being appointed to represent such defendant, then CONTRACTOR and its members shall be liable for any attorney's fees that COUNTY is required to pay the attorney appointed to represent such defendant.

6. Cooperation in recovering 987.8 costs. CONTRACTOR and its members agree to cooperate to the full extent ethically permitted in assisting the COUNTY and the courts, and those acting on their behalf in recovering costs pursuant to Penal Code Section 987.8.

7. Contract term. The term of this contract shall be from November 1, 1990 until October 31, 1991. No attorney may provide services pursuant to this Agreement or any extension thereof unless and until he has signed this Agreement or has provided COUNTY'S Project Director with a copy of this Agreement signed by him.

8. Contract extensions. Upon the mutual written Agreement of CONTRACTOR, its members and COUNTY'S Project Director filed with the Clerk of COUNTY'S Board of Supervisors no later than the first business day of November following the execution of this Agreement, or if the Agreement has previously been extended, no later than the first business day of November following the date of the last extension of this Agreement, this contract may be extended annually for a period not to exceed one year per extension. In executing any such contract extension, COUNTY'S Project Director shall have full authority to mutually agree with CONTRACTOR to adjust up or down the number of defendants estimated to require representation under the contract extension, modify the designation of the courts at which the defendants are to be represented, to adjust up or down by an amount not to exceed twenty-five percent (25%) the amount of compensation to be paid pursuant to the contract extension and the amount of any penalties to be paid.

9. Annual Audit. CONTRACTOR and its members shall maintain on a current basis adequate records to permit an audit of their performance under this Agreement and the accuracy of billing statements. COUNTY may audit such records at any time for up to five years beyond the termination of this Agreement. CONTRACTOR agrees to maintain such records for at least five years after the termination of this Agreement.

10. Termination.

10a. COUNTY may terminate this contract at any time upon thirty days' written notice thereof, effective thirty days after such notice is deposited in the United States Mail to CONTRACTOR at the following address:

Pomona Contract Lawyers Association  
Pomona Civic Plaza  
435 West Mission Boulevard, Suite 302  
Pomona, California 91766

In the event of termination payment shall be made on a proportional basis as set forth in paragraphs 3bi and 10.

10b. Upon the written request of CONTRACTOR'S Project Director, COUNTY'S Project Director may agree to accept a written request from any of CONTRACTOR'S members to terminate his obligations under this Agreement. In the event of such termination, such member shall remain jointly and severally liable with CONTRACTOR for all liabilities of CONTRACTOR to COUNTY stemming from acts or omissions occurring prior to such termination.

11. Proportional Payments Upon Termination. In the event that this contract terminates for any reason in less than one year from the date of court approval and execution by the parties or from the date of execution of any extension thereof, then the contract amount shall be reduced proportionately by one twelfth



(1/12th) for each thirty (30) day period that the actual term of this contract or any extension thereof is less than three hundred and sixty (360) days.

12. Project Directors. COUNTY'S Project Director shall be its Chief Administrative Officer or his designate. CONTRACTOR shall designate a Project Director and an alternate Project Director who may act in the absence of CONTRACTOR'S Project Director. Until COUNTY receives ten days' written notice of a change in Project Directors, CONTRACTOR'S Project Director and Assistant Project Directors, together with their addresses and telephone numbers are as follows:

a. CONTRACTOR'S PROJECT DIRECTOR

---

---

---

---

b. CONTRACTOR'S ALTERNATE PROJECT DIRECTOR

---

---

---

---

COUNTY'S and CONTRACTOR'S Project Directors shall have full authority to act on behalf of the COUNTY and CONTRACTOR, respectively, consistent with the terms of this contract.

13. Compliance with Laws. CONTRACTOR and its members, in performance of this contract, shall comply with all applicable Federal, State and local laws, and the regulations, guidelines, procedures and standards promulgated thereunder, including specifically the procedural requirements of Penal Code Section 1050, as well as all applicable professional standards.

14. Performance Standards. CONTRACTOR and its members shall be responsible for complying with all applicable professional standards, and shall be responsible for the internal monitoring of the work of his employees pursuant to this contract.

15. Independent CONTRACTOR. Both parties hereto in the performance of this contract will be acting as independent contractors and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be deemed or construed to be agents or employees of the other party for any purpose whatsoever.

CONTRACTOR'S members are not entitled to any benefits that COUNTY provides its employees, including, but not limited to, vacations, holidays, sick leave, retirement, Worker's Compensation, Unemployment Insurance, medical or hospital

insurance, or legal defense costs or representation, EXCEPT for provisions contained in this contract requiring insurance to be carried by CONTRACTOR at COUNTY'S demand.

CONTRACTOR shall be considered an independent contractor with the right to control, conduct and direct the manner and means of performing the work contracted for herein, subject only to the conditions and obligations established by this Contract. CONTRACTOR shall not represent that it or any of its members are agents, employees, partners or joint venturers of COUNTY.

16. Assignments and Subcontracts. This contract is not assignable in whole or in part by CONTRACTOR or its members. Neither CONTRACTOR nor its members will, without consent of COUNTY, assign any right, duty or interest herein to any other person. All appropriate provisions and requirements of this contract shall apply to any subcontracts or assignments.

17. Insurance and Indemnification. CONTRACTOR and its members agree to indemnify, defend, and hold harmless COUNTY, its agents, officers and employees against any and all liability expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage rising from or connected with CONTRACTOR'S operations or services hereunder, including any workers' compensations suits, liability, or expense, arising from or connected with services performed on

behalf of CONTRACTOR by any person pursuant to this contract.

Without limiting CONTRACTOR'S indemnification of COUNTY, CONTRACTOR'S members shall provide and maintain at their own expense during the term of this contract the following program(s) of insurance covering his operations hereunder. Such insurance shall be provided by insurers satisfactory to the COUNTY'S Risk Manager, and evidence of such programs, satisfactory to COUNTY, along with significant endorsements, shall be delivered to the Project Director on or before the effective date of this contract. Such evidence shall specifically identify this contract and shall contain express conditions that COUNTY is to be given written notice at least thirty days in advance of any modification or termination of any program of insurance:

Professional Liability: Such insurance shall provide an amount not less than \$500,000 per claim, endorsed as follows:

"Insurance afforded by this policy shall apply also to the liability assumed by the insured under the contract with the County of Los Angeles for Defense Services, provided such liability results from an error, omission, or negligent act of the insured, its members, officers, employees, agents, or sub-contractors, if any. All other provisions of this policy remain unchanged."

This insurance requirement may be reduced or waived at the COUNTY'S sole discretion during periods of reasonable unavailability or excessive cost to purchase this coverage.

18. Warranties: CONTRACTOR warrants that it has the authority under the laws of California and under its own rules, articles of association and bylaws to enter contracts of the type contemplated herein. Each of CONTRACTOR'S members shall be jointly and severally liable for CONTRACTOR'S liabilities, if any, to COUNTY pursuant to this Agreement.

19. Failure to Procure Insurance: Failure on the part of CONTRACTOR or its members to procure or maintain required insurance shall constitute a material breach of contract under which COUNTY may immediately terminate this contract.

20. Evaluation and Monitoring. COUNTY through its Project Director shall monitor the progress and effectiveness of CONTRACTOR'S performance under this contract. Monitoring may include, but not be limited to, verifying that the program is operating in accordance with the project specifications and regulations, the law, and applicable professional standards. COUNTY'S Project Director may assign other COUNTY personnel to evaluate and monitor the performance of this Agreement by CONTRACTOR. It is mutually understood that such assigned personnel are COUNTY employees and have no authority over the

05 1990

work of the office of CONTRACTOR.

21. Contract Modifications. COUNTY'S Project Director may for good cause grant written modifications to the Agreement upon written request of CONTRACTOR, if approved in writing by an attorney from COUNTY'S Office of the County Counsel. CONTRACTOR shall initiate no modification of this contract without such approved written approval.

21.5 Addition or Deletion of Contracting Attorney. Any addition or deletion of a contracting attorney must be approved in advance in writing by the Superior Court. Failure to procure such approval shall constitute grounds for the Court's immediate withdrawal of its approval of the contract and permit the Court to appoint individual attorneys pursuant to Penal Code section 987.2.

22. Notices. All notices shall be deemed effective upon deposit in any regularly maintained U.S. Postal receptacle. Notices and other correspondence shall be address to the COUNTY as follows:

Public Safety Division  
Chief Administrative Office  
500 West Temple Street  
Room 754 Hall of Administration  
Los Angeles, CA 90012

Notices and other correspondence shall be sent to CONTRACTOR as follows:

---

---

---

---

23. Debt Limitation. Both parties to this contract expressly acknowledge the fiscal year debt limitations imposed upon COUNTY by Article 16, Section 18 of the California Constitution.

24. Affirmative Action. CONTRACTOR shall make every effort to ensure that all programs funded wholly or in part by general funds shall provide equal employment and career advancement opportunities for minorities and women.

25. Discrimination. No person shall, on the grounds of race, sex creed, color, or national origin, be excluded from participation in, be refused the benefits of, or otherwise be subjected to discrimination in any activities, programs, or employment under this contract.

26. Amendments and Variations. This writing embodies the whole of the Agreement of the parties hereto. There are no oral Agreements not considered herein. No addition or variation of the terms of this contract shall be valid unless made in the form

of a written amendment to this contract formally approved and executed by both parties.

27. Professional Liaison. CONTRACTOR shall maintain ongoing communication with the judiciary and clerks of all of the courts covered by this Agreement. CONTRACTOR shall also maintain ongoing communication with the Los Angeles County Bar Association and other interested professional groups to assure that its operation meet the established professional standards for adequate legal representation.

IN WITNESS WHEREOF the BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES has caused this contract to be subscribed by its Chairman and the seal of said Board to be hereto affixed and attested by the Executive Officer-Clerk thereof, and has caused this contract to be subscribed in its behalf by its authorized officer, on the day, month, and year indicated.

DATE: OCT 02 1990

COUNTY OF LOS ANGELES

BY [Signature]  
Chairman, Board of Supervisors

ATTEST:

LARRY J. MONTEILH  
Executive Officer-Clerk  
Board of Supervisors

BY [Signature]



Date: 9/7/90

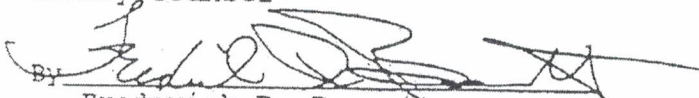
CONTRACTOR CHARLES J. CHALLOTT

BY [Signature]



APPROVED AS TO FORM:

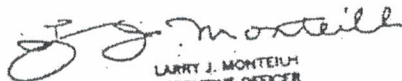
DE WITT W. CLINTON  
County Counsel

By   
Frederick R. Bennett  
Assistant County Counsel

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

8

OCT 02 1990

  
LARRY J. MONTEILH  
EXECUTIVE OFFICER



...pursuant to  
...Government  
...document has  
...MONTEILH  
...Officer  
...of the Board of

By   
CYNTHIA A. BENSON  
DEPUTY

Date APRIL 09 1991  
HONORABLE: GREGORY C O BRIEN  
001 C WALKER

JUDGE  
Deputy Sheriff

DEPT. EAR  
D BUTLER Deputy Clerk  
L BARASCHI Reporter

CASE NO. KA00090-01 (Parties and counsel checked if present)

PEOPLE OF THE STATE OF CALIFORNIA  
vs  
01 STATEN DE ONDRE ARTHUR  
187.A 02CTS

Counsel for People:  
DEPUTY DISTRICT ATTY: B Heandberger  
Counsel for Defendant: J. Tyre, 987 9

CHARGE BOOKED AS X

- NATURE OF PROCEEDINGS
- 1  A&P *Rem* IS SWORN AS THE ENGLISH/ U4-09-91 INTERPRET
  - 2  OATH FILED PER SECTION 68560 GOVERNMENT CODE.
  - 3  DEFENDANT ADVISED OF FINANCIAL RESPONSIBILITY.  ACKNOWLEDGMENT OF NOTICE FILED.
  - 4  STIPULATION RE APPOINTMENT OF JUDGE PRO TEMPORE IS SIGNED AND FILED.
  - 5  PUBLIC DEFENDER APPOINTED, D.P.D.
  - 6  DUE TO CONFLICT OF INTERESTS, PUBLIC DEFENDER RELIEVED, PURSUANT TO SECTION 987.2 PENAL CODE/31000 GOVERNMENT CODE ALTERNATE DEFENSE COUNSEL *J. Tyre* IS APPOINTE
  - 7  ON PEOPLE'S MOTION, AMENDMENT TO/AMENDED INFORMATION FILED/DEEMED FILED/INFORMATION AMENDED BY INTERLINEATION/ AS FOLLOWS:
  - 8  ARRAIGNED, PLEADS NOT GUILTY, ADMITS/DENIES PRIORS/ARMED/USE/GREAT BODILY INJURY/ALLEGATION(S).
  - 9  ARRAIGNMENT/PLEA CONTINUED TO \_\_\_\_\_ AT \_\_\_\_\_ A.M. ON \_\_\_\_\_ MOTIC
  - 10  PRE-TRIAL CONFERENCE/995 PENAL CODE MOTION SET *5-7-91* AT *8:30* A.M. IN DEPT. *EA A*
  - 11  TRIAL SETTING/TRIAL/4698.6 PENAL CODE MOTION SET *5-7-91* AT *8:30* A.M. IN DEPT. *EA A*
  - 12  DEFENDANT PERSONALLY AND ALL COUNSEL WAIVE TIME FOR TRIAL.
  - 13  DEFENDANT PERSONALLY AND ALL COUNSEL WAIVE TRIAL BY JURY, \_\_\_\_\_ COURT ACCEPTS WAIVER.
  - 14  DEFENDANT ADVISED AND PERSONALLY WAIVES HIS RIGHT TO CONFRONTATION OF WITNESSES FOR THE PURPOSE OF FURTHER CROSS EXAMINATION, AND WAIVES PRIVILEGE AGAINST SELF-INCRIMINATION. DEFENDANT ADVISED OF POSSIBLE EFFECTS OF PLEA ON ANY ALIEN OR CITIZENSHIP AND PROBATION OR PAROLE STATUS.
  - 15  COURT, WITH CONSENT OF DEFENDANT AND ALL COUNSEL, REFERS THE MATTER TO THE PROBATION DEPARTMENT FOR DIVERSION REPORT PURSUANT TO SECTION 1000.1(b) PENAL CODE. FURTHER PROCEEDINGS CONTINUED TO \_\_\_\_\_ AT \_\_\_\_\_ IN DEPT. \_\_\_\_\_
  - 16  ON DEFENDANT'S MOTION, MATTER REFERRED TO PROBATION DEPARTMENT FOR PRE-PLEA REPORT PURSUANT TO SECTION 131.3 CODE OF CIVIL PROCEDURE CONTINUED TO *5-7-91* AT *8:30* IN DEPT. *EA A*
  - 17  ON \_\_\_\_\_ MOTION, CASE \_\_\_\_\_ CONSOLIDATED INTO CASE \_\_\_\_\_ AS COUNT(S) \_\_\_\_\_ THEREOF, SEE CASE \_\_\_\_\_ FOR FURTHER PROCEEDING
  - 18  PLEADS GUILTY/NOLO CONTENDERE, WITH CONSENT OF DISTRICT ATTORNEY AND APPROVAL OF COURT, TO VIOLATION OF SECTION(S) \_\_\_\_\_ IN COUNT(S) \_\_\_\_\_  LESSER INCLUDED/RELATED OFFENSE.
  - 19  DEFENDANT REFERRED TO PROBATION DEPARTMENT.  DEFENDANT WAIVES TIME FOR SENTENCE. PROBATION AND SENTENCE HEARING SET \_\_\_\_\_ AT \_\_\_\_\_ A.M. IN DEPARTMENT \_\_\_\_\_ INCLUDING  DISPOSITION OF COUNT(S) \_\_\_\_\_ REMAINING  DETERMINATION OF PRIORS ALLEGED/DEGREE/ARMED/USE/GREAT BODILY INJURY/ALLEGATION.
  - 20  DEFENDANT WAIVES PROBATION REFERRAL REQUESTS IMMEDIATE SENTENCE. (SEE SENTENCE BELOW/SEE ATTACHED SHEET)
  - 21  FURTHER ORDER AS FOLLOWS:
  - 22  DEFENDANT IS ORDERED TO RETURN ON THE ABOVE DATE(S)
  - 23  THE SHERIFF IS ORDERED TO ALLOW THE DEFENDANT \_\_\_\_\_ TELEPHONE CALLS AT DEFENDANT'S OWN EXPENSE.
  - 24  DEFENDANT FAILS TO APPEAR WITH/WITHOUT SUFFICIENT EXCUSE.
  - 25  BAIL, IF POSTED, FORFEITED/O.R. REVOKED. BENCH WARRANT ORDERED ISSUED. NO BAIL/BAIL FIXED AT \$ \_\_\_\_\_ FORFEITURE CARD # \_\_\_\_\_
  - 26  BENCH WARRANT ORDERED ISSUED/REACTIVATED/AND HELD UNTIL \_\_\_\_\_ NO BAIL/BAIL FIXED AT \$ \_\_\_\_\_ WRIT
  - 27  DEFENDANT APPEARING. BENCH WARRANT ORDERED RECALLED/QUASHED. ( ) RECALL NO. \_\_\_\_\_ ( ) ABSTRACT/WARRANT FILED
  - 28  UPON PAYMENT OF \$ \_\_\_\_\_ COSTS BEFORE \_\_\_\_\_ AND FILING OF REASSUMPTION, ORDER \_\_\_\_\_ FORFEITING BAIL IS TO BE VACATED AND BAIL REINSTATE
  - 29  REASSUMPTION FILED/COSTS PAID (RECEIPT NO. \_\_\_\_\_ ) ORDER OF \_\_\_\_\_ FORFEITING BAIL VACATE BAIL REINSTATED.
  - 30  DEFENDANT'S MOTION FOR RELEASE ON O.R./REDUCTION OF BAIL IS GRANTED/DENIED. REASON \_\_\_\_\_
  - 31  BAIL RESET AT \$ \_\_\_\_\_
  - 32  REMANDED  BAIL  BAIL EXON.
  - 33  RELEASED  O.R.  O.R. DISCHARGED  IN CUSTODY OTHER MATTER
  - 34  BENCH WARRANT

## POMONA CONTRACT EXTENSION-FIRST EXTENSION

Whereas, paragraph 8 of the attached contract, "Contract Extensions," provides that:

"Upon the mutual written agreement of CONTRACTOR, its members and COUNTY'S Project Director filed with the Clerk of COUNTY'S Board of Supervisors no later than the first business day of November following the execution of this agreement, or if the agreement has previously been extended, no later than the first business day of November following the date of the last extension of this agreement, this contract may be extended annually for a period not to exceed one year per extension. In executing any such contract extension, COUNTY'S Project Director shall have full authority to mutually agree with CONTRACTOR to adjust up or down the number of defendants estimated to require representation under the contract extension, modify the designation of the courts at which the defendants are to be represented, to adjust up or down by an amount not to exceed twenty-five (25) percent the amount of compensation to be paid pursuant to the contract extension as well as the per case amounts that compensation may be adjusted to reflect the actual number of defendants represented, and the amount of any penalties to be paid."

Now Therefore, pursuant to the provisions of said paragraph 8 of the attached contract, CONTRACTOR, its members, and the COUNTY'S Project Director, mutually agree to extend said contract to the 31st day of October, 1992, with the following modifications:

1. **Number of Defendants.** The number of defendants estimated to require representation under this contract extension shall be 500 defendants, the manner of counting defendants as used herein is that a defendant shall be counted as one defendant for all counts and cases consolidated together, disposed of simultaneously, or which are incidental to the main case; and as more than one defendant for cases not consolidated together. Once a defendant has been counted for a particular case or cases under this contract, that defendant will not be counted again for that case or cases in this contract or any extensions thereof. Capital cases shall not be counted and shall be compensated separately as provided herein.
2. **Amount of Compensation.** The amount of compensation excluding capital cases is adjusted downward to \$465,875 for providing the services described in paragraph 1 of the agreement to the 500 defendants it is estimated CONTRACTOR'S members will be required to represent under this agreement. All capital cases shall be compensated at a flat rate of \$35,000 and it is estimated that CONTRACTOR will handle four capital cases. Upon accepting representation in a capital case, CONTRACTOR may submit a special requisition to obtain an advance of \$20,000 of the \$35,000 total per case fee prior to completion of the capital case. The total estimated amount of compensation for this contract is \$605,875.

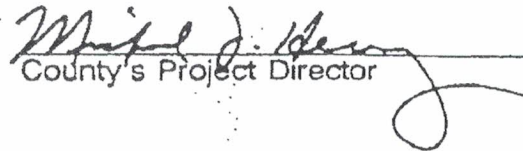
charged with a capital offense in excess of the four capital cases it is estimated that CONTRACTOR will be required to handle.

The undersigned mutually agree to this extension with the modifications stated herein.

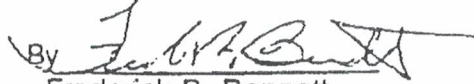
Date: 10/27/91

  
Contractor

Date: 10-31-91



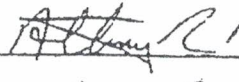


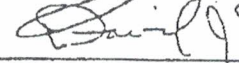


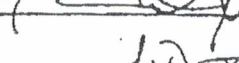
  
County's Project Director

APPROVED AS TO FORM:  
DE WITT W. CLINTON

By   
Frederick R. Bennett  
Assistant County Counsel

Filed with the Clerk of the Board of Supervisors of Supervisors on this 31<sup>ST</sup> day of OCTOBER 1991.

CONTRACTOR'S MEMBERS

PRINTED NAME	SIGNATURE	DATE
ANTONIO J. BESTARO		10-23-91
<del>JOE BORGES</del> JOE BORGES		10-25-91
<del>ANTHONY R. ROBUSTO</del> ANTHONY R. ROBUSTO		10-29-91
LEE A. COLEMAN		10-28-91
ARNAV P. LINDARS		10-28-91
DAVID S. DAVEHEVY		10/28/91
JOHN TYRE		10/29/91
CHARLES J. UHALLON		10/29/91
GARY W. MEASTAS		10-29-91

g:pomext.1

EX 4

67005

**POMONA CONTRACT LAWYERS' ASSOCIATION  
SECOND CONTRACT EXTENSION FOR CONFLICT ADMINISTRATOR SERVICES**

Pursuant to the provisions of paragraph 8 (Contract Extensions), the attached Contract for Conflict Administrator Services is hereby extended to the 31st day of October, 1993, with the following modifications:

- A. The provisions of paragraph 2 - Number of Defendants to be represented is amended to read:

The number of defendants estimated to require representation under this contract extension shall be increased to 550 defendants, the manner of counting defendants as used herein is that a defendant shall be counted as one defendant for all counts and cases consolidated together, disposed of simultaneously, or which are incidental to the main case; and as more than one defendant for cases not consolidated together. Once a defendant has been counted for a particular case or cases under this contract, that defendant will not be counted again for that case or cases in this contract or any extensions thereof. Capital cases shall not be counted and shall be compensated separately as provided herein.

- B. The provisions of paragraph 3a. - Compensation is amended to read:

The amount of compensation excluding capital cases is shall be \$465,875 for providing the services described in paragraph 1 of the agreement to the 550 defendants it is estimated CONTRACTOR'S members will be required to represent under this agreement. For each defendant represented in excess of 550 defendants, CONTRACTOR shall receive \$900.00 for providing the services described in paragraph 1 to each additional defendant. CONTRACTOR shall receive twenty five (25) percent of the contract amount within forty five days of submission of each quarterly billing that meets the requirements of paragraph 4. All capital cases shall be compensated at a flat rate of \$35,000 and it is estimated that CONTRACTOR will handle four capital cases. Upon accepting representation in a capital case, CONTRACTOR may submit a special requisition to obtain an advance of \$20,000 of the \$35,000 total per case fee prior to completion of the capital case. The total estimated amount of compensation for this contract is \$605,875.

FILED  
OCT 30 PM 11:21  
CONTRACT ADMINISTRATOR  
OFFICE OF THE CLERK

*Pomona Contract*

- C. The probation violations are to be counted as a new case for the purpose of number of defendants represented if the probation violation is independent of any other proceeding and is not disposed of simultaneously or incidental to the main case.
- D. Cases that require a retrial shall be counted as a new case.

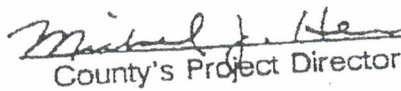
The undersigned mutually agree to this extension with the modifications stated herein.

Date: 10/26/92

Date: 10-31-92

Date 10-29-92

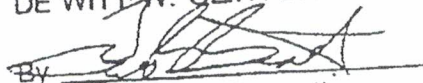
  
Contractor

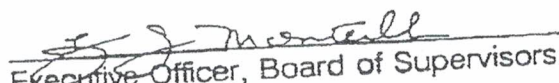
  
County's Project Director

  
Auditor-Controller

APPROVED AS TO FORM:  
DE WITT W. CLINTON

Date: 10/30/92

By   
Frederick R Bennett  
Assistant County Counsel

  
Executive Officer, Board of Supervisors

CONTRACTOR'S MEMBERS

PRINTED NAME	SIGNATURE	DATE
LEE A. COLEMAN	Lee A. Coleman	10-20-92
DAVID J. DAUGHERTY	David J. Daugherty	10/20/92
ANTHONY R. ROBUSTO	Anthony R. Robusto	10/20/92
ANTONIO J. BESTARD	Antonio J. Bestard	10-20-92
GARY W. MEASTAJ	Gary W. Meastaj	10-20-92
Joseph Borge	Joseph Borge	10/20/92
Willy	Willy	10/20/92
ARTHUR P. LINDERS	Arthur P. Linders	10/20/92
John Tyre	John Tyre	10/20/92