

MEETING DATE: January 14, 2008

AGENDA ITEM: Authorization to enter into a Contract with Judy A. Sherman and Philip R. Levine for Professional Services as Parking Citation Administrative Hearing Examiners.

ATTACHMENTS

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PROPOSAL FOR PARKING CITATION

ADMINISTRATIVE HEARING

EXAMINER SERVICES

This Proposal for Parking Citation Administrative Hearing Examiner Services (the Proposal) is submitted jointly by Philip R. LeVine, Esq. and Judy A. Sherman, Esq (the Hearing Examiners) in response to the Request for Informal Proposal for Parking Citation Administrative Hearing Examiner Services (RFP) by the Westside Cities (Beverly Hills, Culver City, Santa Monica and West Hollywood) dated September 19, 2006.

Preliminary Statement

The Hearing Examiners will conduct fair and impartial adjudication hearings on contested parking citations for the Westside Cities. The administrative hearings will be held in accordance with California Vehicle Code Section 40215. The Hearing Examiners recognize their obligation to and will provide independently reasoned decisions based on their knowledge of the California Vehicle Code and respective Municipal Codes. The adjudication will include hearings in person and by written declaration. The Hearing Examiners are also available to conduct boot/tow, probable cause or other emergency hearings related to parking.

The Hearing Examiners will pick up the hearing files for the day at the City where the hearings are to be held. A computer generated disposition of either Liable or Not Liable, with justification, will be prepared by the Hearing Examiner. The computer generated disposition will be transferred as an electronic file via diskette or e-mail to the processing agency of the respective City. The computer generated disposition will be in a form satisfactory to each City. A proposed form of the disposition is attached as Exhibit A. The Hearing Examiners will be responsible for supplying the computer needed for the disposition. The hearings will be audio taped. The Hearing Examiners will provide the tape recorder; each City will provide the tapes; the Hearing Examiners will return the tapes to the processing vendor or the City; and the City will maintain the tapes for the length of time designated by the City. A copy of the disc or e-mail file will be left with or sent to each City as well as the processing agency. The hearing examiners may consult with city Staff in rare cases in which the definition of specific city policies and procedures must be defined.

Item 1: Organization

Mr. LeVine and Ms. Sherman worked together as Hearing Examiners for the City of Los Angeles, Department of Transportation, and (LADOT) conducting hearings on contested parking citations, from the inception of the Department of Adjudication in March 1994 until June 1997. They founded Sherman and LeVine in September 1997 and divide work equally. Sherman and LeVine is not a formal partnership. From January 1998 to the present, Mr. LeVine and Ms.

Sherman have worked together as Hearing Officers on contested parking citations for Santa Monica, Beverly Hills, West Hollywood and Culver City. Over the past ten years, the Hearing Officers have decided thousands of cases. They propose to continue to work together jointly to conduct hearings on contested parking citations for the Westside Cities. Mr. LeVine also conducts hearings for various City and County agencies. Ms. Sherman also conducts hearings for various City agencies. Mr. LeVine and Ms. Sherman have participated in panel discussions sponsored by professional parking associations. These affiliations are reflected in the resumes, attached as Exhibit B.

Item 2: Experience

Mr. LeVine and Ms. Sherman conducted hearings on contested parking citations for the City of Los Angeles from the inception of the program in March 1994 until June 1997. They have conducted hearings on contested parking citation for the Westside Cities from January 1998 to the present. They have conducted hearings in person and on written declaration, as well as boot/tow and probable cause hearings. They have also conducted probable cause hearings at designated tow yards when Los Angeles hosted special events that necessitated clearing several streets. Both Mr. LeVine and Ms. Sherman have worked with translators in numerous languages. All told, the Hearing Examiners have conducted thousands of parking citation hearings in the last ten years.

Item 3: Information regarding Hearing Examiners

Mr. LeVine and Ms. Sherman intend to divide responsibilities for the hearings equally. They will act as backups for each other, as each will conduct hearings on different days. As an additional backup, the Hearing Examiners intend to offer independent contractor positions to current attorney hearing officers working in the field of parking adjudication and they would be used on an as needed basis. All of them have been fully trained and have experience conducting in person, written, boot and tow and probable cause hearings. In the ten years Sherman and LeVine have conducted hearings for the Westside Cities, no independent contractor hearing examiners have been necessary as Sherman and LeVine have been able to act as backups for each other in the event of a vacation or illness. Sherman and LeVine have been prompt and dependable during the ten years they have been under contract with the Westside Cities.

Mr. LeVine and Ms. Sherman are thoroughly familiar with the relevant provisions of the California Vehicle Code and the provisions of the Municipal Codes of the Westside Cities.

Mr. LeVine and Ms. Sherman are considered by city officials familiar with their case handling to be impartial, professional, respected, reliable, and consistent Hearing Examiners. Mr. LeVine and Ms. Sherman invite the Westside Cities to contact the references set forth below.

Mr. LeVine also has extensive experience as a hearing officer for various City and County agencies and as an attorney. This is reflected in his resume, which is attached as Exhibit B. He also practiced law as a labor attorney for twenty years prior to becoming a hearing

examiner

Ms. Sherman has extensive experience as business litigator and hearing officer, as is reflected in her attached resume, Exhibit C.

Item 4 Training provided/required

Mr. LeVine and Ms. Sherman received approximately five days of initial training in 1995 when LADOT commenced its adjudication program and one day of training in 1996 relating to the conduct of probable cause hearings. Both Mr. LeVine and Ms. Sherman have experience training new hearing examiners. Mr. LeVine has also received 25 hours of training in mediation techniques and is an American Arbitration Association listed Labor Arbitrator. In the past year Mr. LeVine has received three hours of hearing examiner training conducted by the County of Los Angeles and has received additional hearing examiner training from the City of Los Angeles Personnel Department and Los Angeles Police Department within the past five years. Both Mr. LeVine and Ms. Sherman have experience training new hearing examiners. Mr. LeVine and Ms. Sherman have maintained their knowledge of regulations and codes pertaining to parking citations continuously through Continuing Legal Education programs, participation in parking association seminars, reading parking association publications and updates from City staff.

In the unlikely event that both Hearing Examiners would be prevented from attending any scheduled hearing date, an independent contractor attorney experienced in conducting parking citation hearings at LADOT would be provided. The backup independent contractor attorney will have already been trained at LADOT. The Hearing Examiners do not anticipate that any non LADOT independent contractor attorneys would be used. However, if the need were to arise, the non LADOT hearing examiners will be given in-service training which will include manual familiarization, writing techniques and style, computer familiarization and in person observation of hearing procedures. All of the backup independent contractor attorneys will be licensed to practice law by the State of California.

Item 5. Hearing Schedule and compensation

A maximum of four in person hearings may be scheduled per hour during the course of an eight hour day. If the citizen fails to appear, or if cases are not scheduled for hearing, written declarations will be decided. If a backlog of written declarations accumulate and can not be decided within the eight hour day, the Hearing Examiners will be available to decide them at the convenience of the City and the processing agency. The Hearing Examiners require a minimum of 32 hearings per 8 hour day in Santa Monica; 16 hearings per 4 hour day in each of Beverly Hills, West Hollywood and Culver City. Subject to a maximum of four in person hearings per hour, the minimum may consist of any combination of in person, written declaration, failure to appear or failure to appear, with a reschedule

The hearings will be conducted on the days, during the hours and at each of the locations designated by the Westside Cities and mutually agreeable to the Hearing Examiners.

The Hearing Examiners will provide these adjudication services for the initial two year term of the contract as stated in Exhibit D for in-person hearings, hearings on written declaration, failures to appear and failures to appear which are rescheduled. If the contract options to renew are exercised, the Hearing Examiners will provide these services as further stated in Exhibit D.

The Hearing Examiners will be responsible for all travel and phone costs.

Item 6: Insurance and Business License:

In the exhibits to the RFP, the Cities of Santa Monica, Beverly Hills and Culver City require vehicle liability insurance and general liability. The Cities of Santa Monica and Beverly Hills also require professional liability insurance. The vehicle liability insurance will be obtained and evidence thereof will be provided to each City. The City Attorney for each of the Westside Cities has previously determined that general liability insurance and professional liability insurance was not necessary in light of the work performed under the contract. Therefore none has been provided under prior contracts. Sherman and LeVine continue to believe that no circumstances will reasonably arise that would require coverage under a general liability insurance or professional liability insurance policy. However, the contract price to each City reflects the cost of the general liability insurance and/or professional liability insurance required by that City. The general liability insurance and/or professional liability insurance policies will not be maintained beyond the end of the contract or any renewal thereof. The cost of vehicle liability insurance is not included in the contract price because the Hearing Examiners are required to have this insurance independent of this contract.

The City of Santa Monica requires the Hearing Examiners to obtain a business license and to pay the annual business license tax. The contract price to Santa Monica reflects the estimated cost of the business license and annual business license tax. The Hearing Examiners understand that the Santa Monica business license tax is based on gross revenues of Sherman and LeVine, an informal partnership, for all citations regardless of the City in which the citation is heard or decided.

Any backup hearing examiners retained by Sherman and LeVine will be independent contractors. Sherman and LeVine do not anticipate having any employees and is prepared to sign a Certificate of Exemption from Workers Compensation Insurance.

Item 7: Billing:

Each Hearing Examiner will present each City with an invoice reflecting the hearings conducted and expenses incurred by that Hearing Examiner during the prior month. Back up sheets consisting of the daily schedules of cases will be attached to the invoices. The invoices presented by each Hearing Examiner are to be paid separately. The invoices will be paid by the City within 30 days of submission.

Item 8: References

We invite you to contact the persons listed below who are thoroughly familiar with Mr. LeVine and Ms. Sherman.

From LADOT:

Jay Carsman
Parking Systems Coordinator
555 Ramirez Street, Space 315
Los Angeles, CA 90012
(213) 485-2809

John Fick
Senior Management Analyst
West Los Angeles Adjudication
9911 W. Pico Boulevard, Suite B204
Los Angeles, CA 90035
(310) 202-2812

From the Westside Cities:

Oscar Delgado
Parking Administrator
Transportation Department
City of West Hollywood
8300 Santa Monica Boulevard
West Hollywood, CA 90069-4314
(323) 848-6519

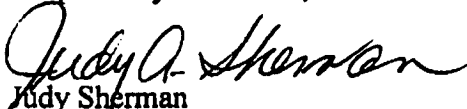
Diane Gifford
Culver City Police Department
4040 Duquesne Ave
Culver City, CA 90230
(310) 253-6252

Edel Campos
Revenue Division
City of Santa Monica
1185 Main Street
Santa Monica, CA 90401
(310) 458-8745

Sgt. Don Williams
Santa Monica Police Department
(310) 458-8610

Henry Briseno
Transportation Services
City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210-4877

Respectfully submitted,


Judy Sherman
11853 Killimore Avenue
Northridge, CA 91326


Philip R. LeVine
1314 17th Street, Suite 31
Santa Monica, CA 90404

.CNWH10180685

.LNSMARNYC

Respondent was cited on July 25, 2002, at 9:06 P.M., for parking on private property without the consent of the owner. The officer's notes on the citation indicate that the vehicle was cited per complaint. The hearing was held on September 11, 2002. Respondent contended that he had parked in the lot before and knew he had to pay but he waited for the attendant and made the decision to have dinner and pay the attendant at that point when he came out from having dinner.

Respondent's burden of proof in rebuttal is to prove defenses by a preponderance of the evidence.

Respondent must submit independently verifiable evidence and corroborating evidence in support of his position. Respondent has not submitted any independently verifiable evidence or corroborating evidence.

Respondent has not met his burden of proof in rebuttal. The Department has proved the prima facie case and has proved the case by a preponderance of the evidence. Respondent is liable.

Philip R. LeVine

Hearing Examiner

.HL

.END

.CNWH23049906

.LN3TNY991

Respondent was cited on June 18, 2002, at 6:47 P.M., for parking in a bus zone. The officer's notes on the citation indicate no parking bus zone. The hearing was held on September 11, 2002. Respondent contended that she parked in a multi level parking structure and she paid \$10 to do so. She contended that her vehicle may have been stopped due to traffic but that does not prove she parked her car. In a letter dated August 2, 2002, Respondent stated that she had gone to the opening of a restaurant and she was lost and pulled over to call a co-worker from her cell phone. Her co-worker walked up and told her that she had passed the garage and she proceeded to park in the garage. She contended that she could not have been in the space for over a minute. She submitted a letter from her friend stating that Respondent had parked in the parking structure. She loaned Respondent the money for parking. She stated that there was a line of vehicles waiting to get into the garage and the entrance was behind a bus zone.

No one may stop in a bus zone. Respondent's letter noted above indicated that she stopped to make a phone call. The friend's letter was not sworn under the penalty of perjury.

Respondent's burden of proof in rebuttal is to prove defenses by a preponderance of the evidence.

Respondent must submit independently verifiable evidence and corroborating evidence in support of her position. Respondent has not submitted sufficient independently verifiable evidence or corroborating evidence.

Respondent has not met her burden of proof in rebuttal. The Department has proved the prima facie case and has proved the case by a preponderance of the evidence. Respondent is liable.

Philip R. LeVine

Hearing Examiner

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.END

.CNBH30029617

.LN4UKR672

Respondent was cited on May 18, 2002, at 3:56 P.M., for parking in a permit only zone without displaying a permit. The officer's notes on the citation indicate that a permit was required from 9 A.M. to 9 P.M. Saturday and Sunday and there was no visible hang tag. The hearing was held on September 11, 2002. Respondent contended that his friend had come to see him in a rented car and came up to Respondent's fourth floor apartment to get a permit and when he came down four minutes later, the vehicle had been cited. Respondent submitted a copy of his permit. Respondent was granted a prior courtesy dismissal for a citation in which the exact same scenario was presented by Respondent as the reason for the citation. If Respondent is expecting guests, he should make arrangements to meet the guests and present them with a permit.

Respondent's burden of proof in rebuttal is to prove defenses by a preponderance of the evidence.

Respondent must submit independently verifiable evidence and corroborating evidence in support of his position. Respondent has not submitted sufficient independently verifiable evidence or corroborating evidence.

Respondent has not met his burden of proof in rebuttal. The Department has proved the prima facie case and has proved the case by a preponderance of the evidence. Respondent is liable.

Philip R. LeVine

Hearing Examiner

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.END

.CNBH32040191

.LN4EUK981

Respondent was cited on November 17, 2001, at 11:13 A.M., for misuse of a handicapped placard. The officer's notes on the citation indicate that the registered owner of the handicapped placard was not present and the citation had the placard number and the drivers license number of the driver of the vehicle. The hearing was held on August 28, 2002.

Respondent testified that the registered owner of the placard is Victoria Trujeque who lives with Respondent. Victoria has had hip replacement surgery and Respondent drives her to appointments on some occasions and Victoria uses Respondent's vehicle on other occasions. On the date in issue, Respondent was dropping off Victoria for an appointment at the Greenhouse Spa. Respondent had received a gift certificate for the spa and she was giving the certificate to Victoria to use at the Spa. Respondent dropped Victoria off at the Spa at 9:30 A.M. in the valet zone and she then drove the vehicle around the corner and parked the vehicle on the street. Respondent testified that she was going shopping while Victoria was in the Spa. The vehicle was parked at a meter space with the placard on the mirror. Respondent walked around in Beverly Hills and went shopping including going to Ann Taylor where she made a purchase. Respondent submitted a copy of a receipt with a time of 10:50 A.M. No name of the purchaser was on the receipt. Respondent returned to the car to put the items in the trunk so she did not have to carry them. As she put the bag in the trunk, the officer came up to her at 10:52 A.M. He asked for the permit for the placard which was in the vehicle and the officer asked where the owner of the placard was. She told the officer that Victoria was in the spa. Respondent then went to Starbucks and the officer followed her. She moved the car and had lunch with a friend and then picked up Victoria at Noon.

Victoria Trujeque testified that Victoria took her to the Greentree Spa for a massage. They left home, the Fuller Street address, at about a quarter of 8 in the morning and arrived at the Spa at about 8:30 or 9:30 A.M. Trujeque had a hot pack massage and had her eyebrows done and she had to wait to take a shower. She was picked up in front of the spa by Respondent about Noon and they went home. Trujeque had no knowledge of where Respondent parked and thought she had walked a little. Trujeque testified that she got a certificate from Respondent and gave it to the Spa employees who gave her a card.

Respondent submitted a receipt which purported to be for the Beverly Hills Greenhouse, had a time of 11:23 A.M. and was for a swedish massage and eyebrow sculpt for Lillian Ponce DeLeon, Respondent. Respondent submitted a letter she had sent to the Director of Transportation in which she stated that she told the officer that Victoria was at an appointment and she was waiting for her to let Respondent know when she was done. The officer confiscated the placard and permit. Respondent then continued shopping and she bumped into a friend and they went to Starbucks. She noticed that the officer was still following her so they got into her friends car and she stopped to make an appointment to have her hair done. The officer continued to follow her and she and her friend decided to get out of the Beverly Hills area to avoid being followed. Respondent's friend dropped her off at Brighton Way and Canon and the officer was still present and he questioned the friend.

Respondent wrote a letter to the Department requesting administrative review of the citation on December 3, 2001. In that letter she stated that she had dropped off Victoria and parked and went shopping and then returned to the car to drop off a package. She was approached by the officer and gave him the permit for the placard. She called Victoria's cell phone and left a voicemail explaining the situation she was facing. She told the officer that he could give her the citation if he did not believe her and that they would straighten the matter out in court. In that submission, Respondent submitted a letter signed by Victoria in which she stated that Respondent left her a voicemail and she called Respondent back thinking it was a joke to have her hurry up. She talked to Respondent and Respondent gave the phone to the officer who requested that she come out of the appointment and she told the officer she was not dressed and could not come out. The officer refused to wait for her to conclude her treatment and issued the citation.

The officers statements indicate that the officer offered to go to the spa to verify that Victoria was at the Spa and the Respondent refused. The officer stated that Respondent insisted that the officer give her the citation and that she would fight it later. The officer informed Respondent that they would verify the location of the placard holder in order to avoid issuance of the citation. The Respondent dialed a cell phone number and talked to someone named "Vicky" who told the officer that she was in therapy and was having heating pads applied at the time. The officer questioned the person on the phone to determine the location

and she did not know the exact location. The officer returned the phone to Respondent and asked her the location where the placard holder was. Respondent stated that he should give her the citation as she did not want to embarrass the placard holder. The officer suggested that all he had to do was talk to the spa receptionist to verify the placard holders presence and the Respondent again asked the officer to issue the citation. She was warned of the consequences of placard confiscation by the officer and the Respondent just said "go ahead".

The permit for the placard was in the file as was a copy of the placard.

The hearing examiner finds that the Department has met it's burden of proof in proving the prima facie case and has proved the case by a preponderance of the evidence. The primary reason for the decision is that the Respondent was too cavalier about having the officer confiscate the citation where the placard holder was purportedly nearby and it could be verified easily that Victoria was in the spa. The only evidence that Victoria was in the spa was her testimony. No other evidence including the receipt corroborated that Victoria was in the spa. Given the gravity of placard confiscation, one would assume that Respondent would have done everything possible to not have the placard confiscated especially where Victoria was only a few feet from the vehicle if she was in fact in the spa. The fact that Respondent had a receipt from Ann Taylor does not prove that Victoria was the spa patron.

The hearing examiner finds that Respondent has not met her burden of proof in rebuttal by proving her defenses by a preponderance of the evidence. Respondent is liable.

Philip R. LeVine

Hearing Examiner

.HL

.END

.CNWH602135321

.LN5HCA947

Witness: Respondent

Exhibits: Respondent's declaration

Respondent appeared for an in person hearing on the above referenced parking citation on July 18, 2006.

The Notice of Parking Violation states a prima facie case. The citation and the notes to the citation indicate that the vehicle was parked in a permit parking zone, when a permit was required, without displaying a permit.

Respondent bears the burden of proving a defense by a preponderance of the evidence. Respondent testified that she was parked for a short time, approximately 30 minutes; it was late and dark; she was picking up a friend who was staying at the hotel; the hotel parking lot was full; and there was no room in the hotel turn about. The citation is valid because the vehicle was parked in a permit zone without a permit. There is no evidence of an emergency or other extraordinary event that would justify dismissing the citation. The absence of alternative, legal parking is not a defense. If it were, parking regulations would be virtually unenforceable in the areas enforcement is most needed, i.e. high density areas with limited parking. There is no other basis to dismiss the citation. Respondent is liable for the penalty.

Hearing Examiner: Judy A. Sherman

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.CNSM33033631

.LN4TMZ230

Witness: Respondent

Exhibits: Respondent's declaration

Photograph

Respondent appeared for an in person hearing on the above referenced parking citation on July 18, 2006.

The Notice of Parking Violation states a prima facie case. The citation and the notes to the citation indicate that the vehicle was parked in a permit parking zone, when a permit was required, without displaying a permit. According to the notes, a permit is required from 7:00 am to 2:00 am daily.

Respondent bears the burden of proving a defense by a preponderance of the evidence. Respondent testified that he saw the permit sign; saw the word "daily"; and believed that the permit restriction was in effect for a single day, rather than extending to the next day. Respondent further testified that he thought the sign said 2:00 pm, but realized that it said 2:00 am, after the citation was issued. According to Respondent, the sign should say 7:00 am to 2:00 am, the following day. He provided a photograph of the sign. The issue is whether the sign gives fair notice of the permit restriction to a reasonably observant motorist. The photograph establishes that it does. The words are clear and legible, with both A.M.s in capital letters. Respondent is liable for the penalty.

Hearing Examiner: Judy A. Sherman

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.END

.CNWHWE201918

.LN5DLJ676

Witnesses: None

Exhibits: Respondent's declaration

Handicapped placard

The case was decided on the basis of the documents and files herein.

The Notice of Parking Violation states a prima facie case. The citation and the notes to the citation indicate that the vehicle was parked on the cross hatched lines next to the handicapped parking space.

Respondent bears the burden of proving a defense or mitigating circumstances by a preponderance of the evidence. Respondent states that she was driving her son's car because she was with his children and his car has the proper car seats. Respondent further states that she has a valid handicapped placard; the handicapped space was occupied; and she had "no choice but to temporarily park on the crosshatched lines." She provided a copy of a placard, but no evidence of the identification card. According to Respondent, the placard was knocked to the floor. California Vehicle Code Section 22507.8 is strictly construed and enforced, consistent with the strong public policy encouraging access for handicapped individuals. See California Vehicle Code Section 22511.10. Parking on the cross hatched lines next to a handicapped parking space is prohibited for all motorists, including those with a valid handicapped placard. The purpose of the rule is to ensure wheelchair accessibility to the adjacent handicapped parking space, for motorists entitled to use that space. This is an admitted violation. The citation is valid. Respondent is liable for the penalty.

Hearing Examiner: Judy A. Sherman

.HL

.END

PHILIP R. LeVINE
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EDUCATION

L.L.M., The George Washington University School of Law
Graduate Fellow: National Law Center

LL.B., Boston University School of Law

A.B. Boston University, College of Liberal Arts

EXPERIENCE

**HEARING EXAMINER, ARBITRATOR, COURT
COMMISSIONER**

Hearing Examiner at Los Angeles City Civil Service Commission, City
of Los Angeles Employee Relations Commission,
Los Angeles City Social Services Commission
Los Angeles City Community Development
Department, Los Angeles City Department of Transportation,

County of Los Angeles Civil Service Commission and Employee
Relations Commission, Santa Monica and City of Long Beach
Civil Service Commissions, Santa Monica License and
Permit Office (Parking Adjudication and License Hearings).

- * Adjudicated over 250 public sector discharge and discipline cases
involving diverse and complicated legal and factual issues.
- * Mediated settlements in 25 % of cases.
- * Adjudicated thousands of traffic citation appeals at Los Angeles City
Department of Transportation and for other cities,
- * Selected by commission managements to hear the most complex cases
and those involving the most contentious litigants.

*Interim Municipal Court Commissioner, Culver Municipal Court and
Judge ProTempore, Culver Municipal Court*

- * Adjudicated all traffic and small claims matters during assignments.
Honored by Los Angeles County Supervisors as Volunteer of the
Year for Pro Tem Activities. Distinguished Service Award, Culver
Municipal Court, 1990, Pro Tem of the Year, Culver Municipal
Court, 1991

Judicial Arbitrator and Mediator, Los Angeles Superior Court and Municipal Court and outlying County Courts. Federal Mediation and Conciliation Service, AAA and Kaiser Medical Panel.

Private Mediator and Arbitrator

- * Arbitrated or mediated over 300 cases including personal injury, landlord-tenant, real estate, construction defects, insurance coverage, condominium disputes, general business matters, employment disputes and employment discrimination cases.
- * American Arbitration Association listed Labor Arbitrator. Adjudicated numerous labor management disputes.

SENIOR LABOR COUNSEL, CBS, Inc., Los Angeles, CA.,

- * Supervised West Coast Labor Law office staff and advised industrial relations personnel at all subsidiary companies.
- * Litigated labor cases before arbitrators, courts and administrative agencies.
- * Developed employment and personnel policies. Advised industrial relations personnel concerning negotiation strategies, tactics and positions in the entertainment industry.

ATTORNEY, PRIVATE PRACTICE, Santa Monica CA.

- * Formed and expanded law firm representing four employer associations and individual clients before courts, administrative agencies and arbitrators and in collective bargaining negotiations.

SUPERVISING ATTORNEY, ATTORNEY, National Labor Relations Board, Los Angeles, CA and Washington, D.C.

- * Supervised team of investigators and attorneys in investigation and prosecution of unfair labor practice and representation cases.
- * Litigated cases before administrative law judges and in Federal Court

BAR ASSOCIATION ACTIVITIES

- * President, Culver Marina Bar Association, 1992, Vice President Culver Marina Bar Association, 1992, Trustee, Culver Marina Bar Association, 1993 to 1994.
- * Accomplishments: In one year doubled paid memberships, organized MCLE provider program, edited newsletter and organized Law Day Program.

Judy A. Sherman
11853 Killimore Avenue
Northridge, California 91326
(818) 363-2446
jashermanlaw@gmail.com
September 2007

PROFESSIONAL EXPERIENCE:

Administrative Hearing Officer:

Department of Transportation

Cities of Los Angeles, Beverly Hills,
West Hollywood, Santa Monica, Culver City and Newport
Beach

Public Information and Legal Services Department

City of West Hollywood

Community Development Department

City of Beverly Hills

Permits and Licenses

City of Santa Monica and Newport Beach

Private Practice:

Neiman Billet Albala & Levine
Los Angeles, California 90024

Buchalter, Nemer, Fields & Younger
Los Angeles, California 90017

Ball, Hunt, Hart & Baerwitz
Los Angeles, California 90010

Herlihy, Herlihy & Murphy
Los Angeles, California 90005

EDUCATIONAL BACKGROUND:

University of California at Los Angeles
B. A. English Literature
Magna cum laude; Phi Beta Kappa; Alpha Lambda Delta

University of Southern California
J. D.
Top quarter; Invited to Moot Court

Admitted to: California Bar, Northern, Central and Southern
District Courts and the U.S. Tax Court

REFERENCES:

Available upon request.

Sherman and LeVine Contract Compensation Schedule

West Hollywood*

Contract: Year 1: \$13.00 per case

Contract: Year 2: \$14.00 per case

Extension #1 (both years): \$16.00 per case

Extension #2 (both years): \$18.00 per case

Culver City*

With general liability insurance:

Contract: Year 1: \$14.00 per case

Contract: Year 2: \$15.00 per case

Extension #1 (both years): \$17.00 per case

Extension #2 (both years): \$19.00 per case

Beverly Hills*

With general liability insurance and professional liability insurance:

Contract: Year 1: \$15.00 per case

Contract: Year 2: \$16.00 per case

Extension #1 (both years): \$18.00 per case

Extension #2 (both years): \$20.00 per case

Santa Monica**

With general liability insurance, professional liability insurance, business license and business tax:

Contract: Year 1: \$15.50 per case

Contract: Year 2: \$16.50 per case

Extension #1 (both years): \$18.50 per case

Extension #2 (both years): \$20.50 per case

* Subject to a sixteen case minimum per scheduled day, including in person hearings, written declaration hearings and failures to appear from any of the Westside Cities.

** Subject to a thirty two case minimum per scheduled day, including in person hearings, written declaration hearings and failures to appear from any of the Westside Cities.

The cost factor per case for the insurance component has been based on an average of three years cases for the cities desiring insurance. If any city decides that they do not want general liability and or professional liability insurance, the per unit cost factor will have to be adjusted to divide the cost of premiums among those cities desiring the coverage. The cost for the insurance premium to the hearing examiner-contractors remains constant as we will purchase the least amount of insurance based on gross revenues.

Gifford, Dianne

From: Judy Sherman [jashermanlaw@gmail.com]
To: Gifford, Dianne
Cc: Philip R. LeVine; Phil LeVine
Subject: Contract Price: Hearing Examiner Services
Attachments:

Sent: Wed 12/5/2007 5:05 PM

Dear Ms. Gifford:

The contract price to Culver City to provide parking citation hearing examiner services is:

Contract: Year 1: \$13.00 per case

Contract: Year 2: \$14.00 per case

Extension #1 (both years): \$16.00 per case

Extension #2 (both years): \$18.00 per case

Phil LeVine and I will each pay the business license required by the City.

Please let me know if you need additional information.

Judy Sherman

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