

**REED & DAVIDSON, LLP**  
**DARRYL R. WOLD**  
**Of Counsel**  
**4199 Campus Drive - Suite 550**  
**Irvine, California 92612**  
**949-737-6835**  
**Fax 949-737-6839**  
**dwold@cox.net**

**FAX COVER SHEET**

To: John W. Wallace **At Fax No.:** 916-327-2026  
Acting Executive Director,  
Fair Political Practices Commission

Copy to: Neal P. Bucknell **At Fax No.:** 916-322-1932  
Senior Commission Counsel

Original will follow:  By First Class Mail  
 By:  
 No

Number of pages including this page: -7-

Date: April 4, 2012

Re: *In the Matter of Chris Norby, et al.*

Description: Letter to John W. Wallace.

Message: This letter is urgent, requesting immediate action for the Commission hearing on April 5, 2012. Please distribute copies of this letter to Chair Ravel and the Commissioners, for the hearing.

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**REED & DAVIDSON, LLP**  
ATTORNEYS AT LAW

**DARRYL R. WOLD**  
OF COUNSEL  
SUITE 550  
4199 CAMPUS DRIVE  
IRVINE, CA 92612  
TELEPHONE 949-737-8835  
FACSIMILE 949-737-8839  
dwold@cox.net

LOS ANGELES  
(213) 624-6200  
(714) 641-1888

SACRAMENTO  
(916) 447-1888

WWW.POLITICALLAW.COM

April 4, 2012

John W. Wallace  
Acting Executive Director  
Fair Political Practices Commission  
By fax to 916-327-2026

Re: In the Matter of Chris Norby, *et al.*, FPPC No. 09/773  
Commission Agenda April 5, 2012  
Item 12 - Proposed Decision of Administrative Law Judge

Dear Mr. Wallace:

On behalf of my client, Chris Norby, Respondent in this matter, I am requesting the immediate correction of a factually erroneous statement in the description of Item 12 on the Commission's Agenda for the April 5, 2012 meeting. The error is material, and is very prejudicial to Respondent Norby's right to a fair and impartial hearing before the Commission.

I also request that you promptly provide Chair Ravel and each of the Commissioners with notice of the correction of the error, and copies of this letter, so that they are not misled by the description of this matter in the Agenda and have an erroneous opinion of the record - and the facts - of this matter when they consider whether to adopt the ALJ's proposed decision, which recommends that the Accusation in this matter be dismissed.

The factually incorrect statement is the following:

"At the administrative hearing of this matter [the Commission's attorneys] established that Respondent Norby checked into the Fullerton A Inn the same day that his marriage ended . . ."

Neither the two Commission staff attorneys who represented the Commission at the hearing, nor any evidence admitted at the hearing, established any such thing; nor did the ALJ's proposed decision include any such finding or conclusion.

John W. Wallace  
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It was undisputed at the hearing that Mr. Norby checked into that motel on August 1, 2007. His marriage, however, did not end at that time, but ended over one year later, when the judgment dissolving his marriage was filed on November 24, 2008 (see Attachment A to this letter, the first two pages of the Judgment of Dissolution, entered into evidence at the administrative hearing as Exhibit 11). That judgment, on the first page, recites the date on which the marriage ended, in the caption box:

"Date marital or domestic partnership status ends: Nov. 24 2008" [Underlining added.]

and further recites on the first page:

"The Court Orders, Good Cause Appearing  
4. a. Judgment of dissolution is entered. Marital or domestic partnership status is terminated and the parties are restored to the status of single persons on Nov 24 2008." [Underlining added.]

These recitations in the judgment are required by Family Code section 2340:

"A judgment of dissolution of marriage shall specify the date on which the judgment becomes finally effective for the purpose of terminating the marriage relationship of the parties."

It in fact appears from the record that the dissolution proceedings were not even begun until March, 2008 (see the judgment, first page, item 3, reflecting that Mr. Norby's wife was not served with the dissolution papers until March 17, 2008), eight months after the August 1 date. Thus, it is factually erroneous to state in the description of this item on the agenda that Mr. Norby's marriage ended on August 1, 2007, the date he paid for the room at the Fullerton Inn.

That erroneous description must be corrected because it is misleading on what the Enforcement Division has argued is a material issue in this matter. The Enforcement Division contended in the administrative hearing that Mr. Norby rented a room at the motel on August 1 because that was the date that he separated from his wife Marsha, so he needed a place to stay, and he did not stay at the motel for the reason he testified to, of gaining first-hand experience with the conditions of the transient and homeless families that lived there. The erroneous description in the agenda, however, now attempts to turn that argument by those attorneys into a fact that Norby's marriage had just ended. The argument by the Enforcement Division's attorneys that Mr. Norby needed a place to stay because he separated from his wife on that date was only the attorneys' advocacy, and did not persuade the ALJ. (See Findings 5, 6, 8 and 9.) Their argument was based only on a recital in the Marital Settlement Agreement between the spouses (Exhibit 11 at the hearing, showing that the agreement itself was signed long after the fact, on September 30, 2008, as part of the settlement in the dissolution proceedings), which recited that the date of separation was August 1, 2007.

John W. Wallace  
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The primary effect of establishing a date of separation in a dissolution proceeding, of course (whether by litigation, or by agreement, as in the Norby case), is only to set the date on which community property interests in the earnings of each spouse end, and after which their respective earnings become their separate property. (See Family Code sections 771, 772.) Mr. Norby testified that the August 1 date was chosen for the 2008 agreement by his wife's attorney, and he agreed to it to accommodate her wishes. (See Finding 6.) The ALJ took into account that recital in the settlement agreement, but obviously did not find that persuasive on the reason that Mr. Norby rented the motel room. The ALJ's findings (5, 6, 8 and 9 in the proposed decision) included Mr. Norby's testimony that his wife was out of town at the time at a conference with his sister; that his stay at the motel had nothing to do with his marital difficulties; that he stayed at his home after August 1; that his wife was quoted as saying that she had not asked him to leave the house; that if he had needed a motel in which to stay he could have stayed at a nicer motel than the Fullerton Inn; that he in fact stayed at the Fullerton Inn for only three of the seven nights he had paid for; and that he in fact stayed the other nights that week at the home of his previous spouse, who was traveling out of the country at the time with their young son, which he did from time to time as a caretaker for her when she traveled. In short, the overwhelming weight of the evidence was that the date of separation recited in the later property agreement between the spouses did not establish the reason for Mr. Norby's stay at the motel. If the agenda description of this item is to make any reference to the Enforcement Division's argument based on the date of separation recited in the property agreement, it must in fairness also set out the foregoing findings by the ALJ.

After considering the preponderance of all of the evidence, the ALJ unequivocally concluded that:

"The only reasonable conclusion to be reached, based on all of the evidence, is that Norby's stay of a few nights at the motel was for the purpose he claimed it to be . . . ." (Conclusion 11.)

Please make the correction accordingly to the erroneous description of this matter in the agenda, and inform the Commissioners of that correction and provide them with a copy of this letter. Please also confirm to me today that you will be taking these steps, at least by the end of the day today.

Sincerely,

REED & DAVIDSON, LLP



DARRYL R. WOLD  
Of Counsel

John W. Wallace  
April 4, 2012  
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cc: Enforcement Division  
Att: Neal P. Bucknell, Senior Commission Counsel

FL-180

ATTORNEY (OR PARTY WITHOUT ATTORNEY) (Name, State Bar number, and address):

PHILLIP B. GREER, ESQ. SBN 94684  
 1280 Bison Road, B9-531  
 Newport Beach, CA 92660  
 TELEPHONE NO: 949-640-8911 FAX NO. (Optional):  
 E-MAIL ADDRESS (Optional):  
 ATTORNEY FOR (Name): CHRIS NORBY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE  
 STREET ADDRESS: 341 THE CITY DRIVE  
 MAILING ADDRESS: P.O. BOX 14170  
 CITY AND ZIP CODE: ORANGE, CALIFORNIA 92613-1570  
 BRANCH NAME: LAMOREAUX JUSTICE CENTER

MARRIAGE OF  
 PETITIONER: CHRIS NORBY  
 RESPONDENT: MARSHA NORBY

JUDGMENT  
 DISSOLUTION  LEGAL SEPARATION  NULLITY  
 Status only  
 Reserving jurisdiction over termination of marital or domestic partnership status  
 Judgment on reserved issues  
 Date marital or domestic partnership status ends: NOV 24 2008

FOR COURT USE ONLY

**FILED**  
 SUPERIOR COURT OF CALIFORNIA  
 COUNTY OF ORANGE  
 LAMOREAUX JUSTICE CENTER

NOV 24 2008

ALAN CARLSON, Clerk of the Court  
 BY: D. RUSSELL, DEPUTY

CASE NUMBER:  
 08D001244

- This judgment  contains personal conduct restraining orders  modifies existing restraining orders. The restraining orders are contained on page(s) of the attachment. They expire on (date):
- This proceeding was heard as follows:  Default or uncontested  By declaration under Family Code section 2336  
 Contested  
 a. Date: NOV 24 2008 Dept: 665 Room:  
 b. Judicial officer (name): JUDGE FRANCISCO F. FIRMAT temporary judge  
 c.  Petitioner present in court  Attorney present in court (name):  
 d.  Respondent present in court  Attorney present in court (name):  
 e.  Claimant present in court (name):  Attorney present in court (name):  
 f.  Other (specify name):
- The court acquired jurisdiction of the respondent on (date): 3/17/08  
 a.  The respondent was served with process.  
 b.  The respondent appeared.

THE COURT ORDERS, GOOD CAUSE APPEARING

- a.  Judgment of dissolution is entered. Marital or domestic partnership status is terminated and the parties are restored to the status of single persons  
 (1)  on (specify date): NOV 24 2008  
 (2)  on a date to be determined on noticed motion of either party or on stipulation.  
 b.  Judgment of legal separation is entered.  
 c.  Judgment of nullity is entered. The parties are declared to be single persons on the ground of (specify):
- This judgment will be entered nunc pro tunc as of (date):
- Judgment on reserved issues.
- The  petitioner's  respondent's former name is restored to (specify): MARSHA MILLER
- Jurisdiction is reserved over all other issues, and all present orders remain in effect except as provided below.
- This judgment contains provisions for child support or family support. Each party must complete and file with the court a Child Support Case Registry Form (form FL-191) within 10 days of the date of this judgment. The parents must notify the court of any change in the information submitted within 10 days of the change, by filing an updated form. The Notice of Rights and Responsibilities—Health Care Costs and Reimbursement Procedures and Information Sheet on Changing a Child Support Order (form FL-192) is attached.

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FL-180

CASE NAME (Last name, first name of each party): MARRIAGE OF NORBY	CASE NUMBER: 08D001244
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4. (Contd.)

- i.  A settlement agreement between the parties is attached.
- j.  A written stipulation for judgment between the parties is attached.
- k.  The children of this marriage or domestic partnership.
  - (1)  The children of this marriage or domestic partnership are:
 

Name	Birthdate
------	-----------
  - (2)  Parentage is established for children of this relationship born prior to the marriage or domestic partnership.
- l.  Child custody and visitation are ordered as set forth in the attached
  - (1)  settlement agreement, stipulation for judgment, or other written agreement.
  - (2)  Child Custody and Visitation Order Attachment (form FL-341).
  - (3)  Stipulation and Order for Custody and/or Visitation of Children (form FL-355).
  - (4)  other (specify):
- m.  Child support is ordered as set forth in the attached
  - (1)  settlement agreement, stipulation for judgment, or other written agreement.
  - (2)  Child Support Information and Order Attachment (form FL-342).
  - (3)  Stipulation to Establish or Modify Child Support and Order (form FL-360).
  - (4)  other (specify):
- n.  Spousal or partner support is ordered as set forth in the attached
  - (1)  settlement agreement, stipulation for judgment, or other written agreement.
  - (2)  Spousal, Partner, or Family Support Order Attachment (form FL-343).
  - (3)  other (specify):

NOTICE: It is the goal of this state that each party will make reasonable good faith efforts to become self-supporting as provided for in Family Code section 4320. The failure to make reasonable good faith efforts may be one of the factors considered by the court as a basis for modifying or terminating spousal or partner support.

- o.  Property division is ordered as set forth in the attached
  - (1)  settlement agreement, stipulation for judgment, or other written agreement.
  - (2)  Property Order Attachment to Judgment (form FL-345).
  - (3)  other (specify):
- p.  Other (specify): The terms and provisions of the attached shall be incorporated herein by this reference.

Each attachment to this judgment is incorporated into this judgment, and the parties are ordered to comply with each attachment's provisions. Jurisdiction is reserved to make other orders necessary to carry out this judgment.

Date: NOV 24 2008

*Francisco F. Firmat*

JUDGE FRANCISCO F. FIRMAT

5. Number of pages attached: 74

SIGNATURE FOLLOWS LAST ATTACHMENT

NOTICE

Dissolution or legal separation may automatically cancel the rights of a spouse or domestic partner under the other spouse's or domestic partner's will, trust, retirement plan, power of attorney, pay-on-death bank account, transfer-on-death vehicle registration, survivorship rights to any property owned in joint tenancy, and any other similar thing. It does not automatically cancel the rights of a spouse or domestic partner as beneficiary of the other spouse's or domestic partner's life insurance policy. You should review these matters, as well as any credit cards, other credit accounts, insurance policies, retirement plans, and credit reports, to determine whether they should be changed or whether you should take any other actions.

A debt or obligation may be assigned to one party as part of the dissolution of property and debts, but if that party does not pay the debt or obligation, the creditor may be able to collect from the other party.

An earnings assignment may be issued without additional proof if child, family, partner, or spousal support is ordered. Any party required to pay support must pay interest on overdue amounts at the "legal rate," which is currently 10 percent.

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