

THE QUADRILATERAL CONSPIRACY

REPORT

Information sent to the City of Parlier on 3/27/2019 and the expected turnaround response is 4-8-2019.

Mr. Banuelos fears for his life and the health of his mother who suffers from cancer; Mr. Banuelos overlooks her health and resides with his mother who is 88 years old. On October 18 2018 Mr. Banuelos attended a city council meeting addressing the concerns of the misuse of monies by Global Communications for administrating flyers of bond measure K and L throughout the city of Parlier. Mr. Banuelos main concern was the administrating of flyers of bond measure K and L in conjunction with Alma Beltran's flyers whom was the incumbent mayor. The allege complaint was Global Communications administered both flyers as indicated below. The following day, on October 19th 2018 Mr. Banuelos received a visit from the Parlier police regarding a complaint that he was harassing young girls. There was no report issued because it was just spurious complaint and Mr. Banuelos believes it was just retaliation by Mayor Beltran, Martha Hernandez and Kristal Hernandez. Mrs. Carlota Banuelos who is in the mother of Mr. Banuelos became ill in connection of the visitation with the City police.

In February 28th 2019 Mr. Banuelos issued a Public Information Document to the City attorney's office. Following the report, Mrs. Carlota Banuelos received a complaint from the In-Home Supportive Services regarding that Mr. Banuelos was not administering the services to Mrs. Banuelos. Mrs. Banuelos had a consultation call from the In-Home Supportive Services regarding this issue. Mrs. Banuelos relayed to the representative of the IHSS that she was taken care with no complaints. Mr. Banuelos later in the conversation contacted the director of IHSS regarding this complaint with Mr. Perez. Mr. Perez alleged that the complaint was not directed to his office but the Health department in Fresno, then the complaint was addressed to the IHSS office. Mr. Perez addressing his notes regarding in home visits that Mrs. Banuelos was in the great care of her son. Mr. Banuelos relayed to Mr. Perez that this complaint he believes that it was orchestrated by the alleged people involved and cannot prove it but in theory that ii was directed by mayor Alma Beltran and Martha Hernandez or Kristal Hernandez. Mrs. Banuelos was very concerned with this situation that she became ill and in the following days she was administered to the hospital and taken by ambulance.

In correlation of this alleged conspiracy Mr. Banuelos is concerned for his life and the life of his mother. He fears that when this document is examined by the mayor and her associates that there will be retaliation. In this letter Mr. Banuelos has cultivated various agencies including the media that will bellow his concerns and his mother's safety.

In writing this document, Mr. Banuelos alleged that his sister who has a beauty salon in Parlier has been harassed by inspectors. Mr. Banuelos added that his sister has been in business for 45 years and she had never been assessed with a penalty yet on February 15th she was administered with a \$50.00 penalty. Mr. Banuelos wants to construct a pathway of documents to the local authorities if a crime ensues.



The information received by the City of Parlier was February 28th 2019. However, the information supplied is incomplete and parts of the information supplied are ambiguous in terms. Mr. Banuelos found the findings to be inadequate; with no merit and without any substance on Kristal Hernandez. The misappropriation of funds and abuse of power should be investigated of the bond measure "L and K" funds which were directly or indirectly used for the campaign of Alma Beltran and/or other officials for expenditures that might have been misused to support mayor/councilmembers campaigns. As a constituent/voter of Parlier Mr. Banuelos has the Right to Monitor the Government and the right to have access to the public information under **CALIFORNIA PUBLIC RECORDS ACT GOVERNMENT CODE SECTION¹ 6250 ET SEQ** including the right to protect public funds that were govern to the city of Parlier. As a tax payer Mr. Banuelos has the right to request documents/information that is considered necessary to prevent the misappropriation of funds and/or the abuse of power by government officials. Mr. Banuelos has requested under section 6250 ET SEQ. for public information and the city has **failed** to respond so and transparently to his request. The public information supplied was inadequate and based on the responses given by city he believes the city might have violated code section 6250 ET SEQ. failing in supplying the documentation/information requested in writing or in a timely manner. The following information will prove that the city has not followed the **CALIFORNIA PUBLIC RECORDS ACT GOVERNMENT CODE SECTION¹ 6250 ET SEQ...**

PUBLIC ACCESS v. RIGHTS OF PRIVACY

A. Right To Monitor Government

In enacting the CPRA, the Legislature stated that access to information concerning the conduct of the public's business is a fundamental and necessary right for every person in the State.¹ Cases interpreting the CPRA also have emphasized that its primary purpose is to give the public an opportunity to watch the functioning of their government.² The greater and more unfettered the public official's power, the greater the public's interest in monitoring the governmental action.³ Public Record Defined

1. Identifiable Information

The public may inspect or obtain a copy of identifiable public records.⁷ Writings held by state or local government are public records.⁸ A writing includes all forms of recorded information that currently exist or that may exist in the future. ⁹ *(On November 2018 Mr. Banuelos initiated a complain through the process said by the city of Parlier)*

The essence of the CPRA

CPRA is to provide access to information, not merely documents and files.¹⁰ However, it is not enough to supply extracted information to the requestor, the document containing the

information must be provided. In order to invoke the CPRA, the request for records must be both specific and focused. The requirement of clarity must be tempered by the reality that a requester, having no access to agency files or their scheme of organization, may be unable to precisely find the documents looked for. Thus, writings may be described by their content.¹¹(The *attachments or attachments of documented information that were requested by Mr. Banuelos. Part of the information which was requested was either fulfilled or the information in questioned was deliberately excluded from the findings.*) The documents in questioned were the names or the name of the print shop that was contracted by Global Communications to print the measure L, and K, the print shop was contracted by Global Communications owned by Kristal Hernandez the daughter of Martha Hernandez who is the campaigns manager of the current mayor to print the Mayor's campaign 4' by 8' 15 posters and all 18" by 24" 100 yard signs through the use of public funds.(Hypothetical theory until the name of the company is released)

4th request In the Invoice printed September 10th about the expenditure of \$ 2,500 for 100 signs (each sign at this cost is an alarming \$25.00 per sign) **See attachment.** Kristal Hernandez overpriced the city of Parlier and the measure E by \$2,000. The price for each yard sign is \$3.50 to \$5.50 per yard sign. The total cost of 100 yard signs is \$550 high end cost. Kristal Hernandez has over charged the city of Parlier. Global Communications has deliberately along with the City of Parlier Officials accepted the invoice without any receipts or any credible invoices. On November 2018 there were two other candidates who ran for office and who are in office and who familiar with funding a campaign, yet did not question the over cost of the invoice set before by Global Communications.

As stated in the CPRA that a citizen who requested an outside investigation, the City has failed to investigate most of the allege questions requested by Mr. Banuelos there are a much as 4th requests not answered. This type of action is against the rights of the citizens' and a the Law. The following information requested was not answered? **4th request (City refusing to give information and deliberately suppressing the information)**

Requesting a copy of the LLP W9 regarding Global Communications and all the owners before **September 10th 2018.** Krystal Hernandez registered Global Communications on 09/26/18. Yet Global Communications was not in existence until September 26th but received \$ 10,000 on September 10th, 2018 for services rendered before September 10th. The definition of an LLP is

as follows "A limited liability partnership (LLP) is a partnership in which some or all partners (depending on the jurisdiction) have limited liabilities. Therefore the following exhibit as follows ...Which company before September 10th had the (LLP) that received the contract to administer the bond measure K and L?

I am requisitioning the owners of the company that was in charge of distributing and marketing of measure K and L. The company was paid on September 10th 2018, that invoice owner's address is 4677 E. Nevada Avenue Fresno, Ca 93702. However the owner was not Krystal Hernandez until September 26th. I am requesting the owners or owner before September 10th and the contract and including the application as to the owner or owners of Global Communications. Where are the warrants? There are no warrants regarding the company that was awarded the contract for measure K and E. Why is the city council not delivering this information?

The reason that the city cannot answer the above information, is that Kristal Hernandez who is Martha Hernandez's daughter and Martha was Alma's Beltran's campaign manager and who received part of the monies (\$10,000 to pay Martha Hernandez for the mayor's campaign) 27,000 paid for walkers and callers. This is an observed amount of money to pay for walkers and callers. I campaigned for mayor and I paid for walkers to deliver flayers for the whole city and the amount was \$700.00 and callers on rotary callers were \$300.00 for a total amount of \$1,000. Global Communications charged \$27,000. According to other sources who campaigned in same demographics cities, stated that "it's an enormous amount of money".

The information below will insure that there is a conspiracy regarding Global Communications and the Alma's Beltran campaign. The information that is vital to the case if the itemized breakdowns of all expenses of the monies awarded to Global Communications. The response of the city attorney to the request was the following.

"Other than the check stub, the city had none of these documents and the only names of walkers or callers we have are those referred to in the Staff Report from November 1. These are documents that are presumably in the possession of Global Communications LLC, if they exist at all. This statement in its entirety will curtail that the city council of Parlier and Kristal Hernandez are in a cover up conspiracy to extract money from the city of Parlier. The council has not asked for any documentation nor asked for proper invoices from Global Communications. There is a conspiracy in the City of Parlier and extreme

nepotism which I will discuss in a later report. Hiring family members, is the key of this conspiracy.

In the last paragraph listed below the following information was requested on November 13th 2018. The November 1, this appears to be related to your last question or request for a "external investigation of the monies given to Global Communication and the contributions to candidates using Measure K and L monies". The City attorney redacted the following in the document received by Mr. Banuelos

"You also requested how is it that Martha Elizabeth Hernandez is "in conjunction with Alma Beltran's Campaign Manger ". There are no documents in the City's possessions that would answer those questions. If you would like to request an investigation into some matter within the City's subject matter jurisdiction, you may do so directly to the City Council.

In the second paragraph the city attorney says the following statement, if they exist. Exhibit A This statement is an ambiguous statement, yet a very clear message. The message, (Hypothetical) is insuring that the Powers to be are not benevolently the information to the city attorney. Why and who are the cover-ups of the information of Global Communications. The following are the players:

Antonio Gastelum who is the current city manager and who is indicted of ten counts of Money laundering and embezzlement. Each count is 20 years in prison and \$140,000. The following information will illustrate the corruption that is in the city.

Martha Hernandez who was the consultant of Antonio and his campaign manager when he was running for Fresno City Council, Martha Hernandez was the current campaign manager to the mayor Alma Beltran.

Kristal Hernandez is Martha's Hernandez's daughter and who managed measure K and L. Kristal Hernandez lives at 4677 E. Nevada Street, Fresno Ca. and who received the \$ 30,000 of measure K and L.

Controlling of the city money

Antonio Gastelum who is the city manager who has 10 counts of money laundering and he hired personally the financial director is still working as city manager.

- ✓ Why is the city manager still working at that position and why hasn't the city council fired him?

The answer this question is a complex factual with emails and documents and yet simplistic with ideology to make the invisible ties.

The answer to the city manager not being fired is the complexes interwoven with nepotism, money moving from one account to another account, campaign lies and deceit, mayor not paying her water consumption bill and the mayor spending tax payers money on unnecessary trips with

city manager and friends to Mexico, expensive hotel rooms in Las Vegas and renting several hotels rooms in different hotels, while the rest of the city council members stayed in a different hotel apart from the mayor. The mayor has threatened citizens to burn down (second hand information) their businesses as well as harassment using the police and other agencies. The mayor called the police on Mr. Banuelos using a bogus name. This is the Mueller investigation at a smaller version but the same effect.

Exhibit C

G.L.003

Form W-9 Request for Taxpayer Identification Number and Certification

Use Form to the requester. Do not send to the IRS.

1 Name (do not check on your behalf the return). Name if recipient of this form (do not leave this blank).

Kristina Hernandez

2 Check appropriate box for federal tax classification of the person whose name is stated on line 1. Check only one of the following seven boxes.

Individual proprietor or single-member LLC
 Sole proprietor
 Corporation
 Partnership
 Trust/estate

3 Address (street, apt., and apt. or suite no.) (Use two address lines.)
4477 E Nevada
 Fresno CA 93708

4 Exemption codes apply only to certain entities. See instructions on page 10.
 Exemption code (if any): _____
 Exemption code (FINCH reporting code) (if any): _____
 (Apply a combination code only if you are a corporation.)

5 Taxpayer's name and address (optional)

Section 1 Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, or for a trust, enter the EIN. For other entities, it is your employer identification number (EIN). If you do not have a number, see how to get a TIN later.

Have it checked to be sure that you have the correct TIN for the 1. Also see What Name and Number to Give the Requester for guidelines on which number to enter.

Social security number: _____
 or
 Employer identification number: **81-2030242**

Section 2 Certification

Under penalty of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (I am waiting for a number to be issued to me); and
 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and
 4. The FINCH code(s) entered on this form (if any) indicate that I am exempt from FATCA reporting to correct.

Section 3 General Instructions

Purpose of Form
 An individual or entity that is requested who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividend interest or other
- Form 1099-INT (interest income)
- Form 1099-B (broker or mutual fund sales and certain other transactions by broker)
- Form 1099-C (canceled debit card and other transactions)
- Form 1099-K (merchant card and third-party network transactions)
- Form 1099-MISC (miscellaneous income, 1099-T (taxable interest, 1099-D (dividend interest))
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured interest)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you file and return Form W-9 to the requester with a TIN, you may be exempt from backup withholding. See What is Backup Withholding, later.

Sign Here Signature of U.S. person: *Kristina Hernandez* Date: **9-24-18**

U.S. Gov. 10/2017 Form W-9 (Rev. 11-2018)

POSTED

Exhibit D

INVOICE

We make people smile. It's just the job description.

Global Communications
4077 E Nevada
Fremont, California 94502
info@globalcommunications.com

City of Parker
Antonia Castellan
1100 E Parker Avenue
Fremont, California 94502
agrichickus@parker.ca.gov

Invoice No: 100
Date: 9/10/2018
Customer ID: 0009102018

Vendor #: 61003
Description: Public Edu
Account: 100-5100-6520
Approval: [Signature]

MEASURES TO BE: PROGRESS PAYMENT 1 OF 3

PUBLIC EDUCATION AND VOTER OUTREACH

NO ADVOCACY PERMITTED, ALL PRINTING BY:

SIGNAGE TO BE APPROVED IN ADVANCE

Small Yard Signs (incl. design)	\$2,500
Large Yard Signs (incl. design)	\$1,500
Printed collateral	\$3,500
Water desk	\$1,500
Phone to walk canvass contract call	\$27,000
TOTAL BUDGET	\$36,000
20% Private matching funds	\$0,000
NET TOTAL	\$36,000

100-5100-6520

Subtotal: \$36,000

TOTAL DUE NOW: \$10,000

PAID

Balance Remaining After this Payment: \$26,000

Make all checks payable to Global Communications.

THANK YOU FOR YOUR BUSINESS!

POSTED

The above information on Exhibit C; the invoice exhibits that Global Communications received \$10,00 on September 10th yet before the information is still in question, “ who or whom were the owner of owners of the company that received the \$10,000 requested for the 4th request. Kristal Hernandez was the owner of Global Communications and who conducted the campaign for bond

measure K and E on September 26th as indicated in Exhibit C. This question was not answered by the city attorney who or whom were the owner or owners of Global Communications on or before September 10th? The issue here is regarding a company that was nonexistent on or before September 26 as indicated on Exhibit D given 10,000? In Exhibit E, Global Communications could not be considered a contract because they did not exist until September 26th.

Exhibit E

REPORT TO THE CITY COUNCIL	
SUBJECT:	Measures K&L Voter Education and Public Outreach Contract Update
RECOMMENDATION:	Informational item only
BACKGROUND:	<p>Measure K, a City of Parler 4% utility user's tax, is on the November 6, 2018 ballot for voter approval.</p> <p>On September 6, 2018 the City Manager reported on efforts begun by the previous City Manager and City Attorneys to solicit a public relations vendor for an immediate voter outreach and public education campaign to disseminate neutral information on this municipal ballot measure in time for the November 2018 election.</p> <p>The ballot measure would raise funds to pay for the City's fire protection and emergency medical response services that are currently expected to cost over \$340,000 per year beginning with the current year, FY 2018-19.</p> <p>The Council on September 6 authorized the City Manager to select a firm from invited respondent and enter into an Agreement for professional services with the sole firm that had provided a responsive proposal by the time of the Council meeting, with an agreement budget of \$30,000 from City funds. Activities were to be restricted to legally compliant informational activities that would promote voter awareness and public education but not advocate to support or oppose the measure.</p> <p>As reported to the Council in September, the following professional service providers had been contacted by phone and by follow-up email to submit proposals:</p> <ul style="list-style-type: none"> - Rose Strategic Public Relations - JP Marketing - J. Peter DeYoung - GlobalCommunicationsLLC

1. Rose Strategic Public Relations I called 10 times there was no answer.

I believe that this business that was placed in the list by the city manager knowing that this company only has a telephone and no office.

2. JP Marketing I called as the Email sent by Carlos Perez they were never given the opportunity to submit a formal bid.
3. J Peter De Young does not exist.
4. Global Communications did not exist until the 26th of September yet were given the contract.

Exhibit F

Fwd: Proposal RE: City of Parlier General Utility Tax Measure inbox x



Carlos Perez <carlos@jpmktg.com>

Oct 24, 2018, 12:32 PM



to me ▾

Hi Fernando,

Nice talking with you this afternoon. Below is the information that we had received from Antonio re: "8 weeks of public education and outreach activities related to the utility users tax which [would] be reappearing on the November ballot this fall." We never received an official RFP when we had spoken with Sam Escobar (originally) on this issue so we had to decline due to the short turnaround time and lack of needed information to properly and effectively provide a response for the City of Parlier.

I did let Antonio know to keep JP Marketing in mind for any future needs the City may have, as we would appreciate the opportunity to develop a relationship with the community!

Thanks, -carlos



Carlos Perez
Account Manager
559 862 7399

JP Marketing
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In Exhibit G in line 3 paragraph 1 that there is an agreement that vendor agreed that no local Parlier candidates would be serviced by vendor staff who were working in the City contract. That

is not true. Global Communications and the representative Karina Vergas and Kristal Hernandez violated the contract. In around October 7th Mr. Banuelos received a phone call regarding two girls under the age of 18 passing out flyers of both measure K and L as well as Alma's Beltran's flyers who was running for office. There were kids taking flyers to residence and Mr. Banuelos saw Karina Vegas in the car while the kids jumped into the car as they saw Mr. Banuelos distributing his flyers. Mr. Banuelos has in his position pictures of the flyers of Beltran's and measure K and L.

Exhibit G

In the end, they agreed to accept the contract and to take responsibility to donate or their own expense or otherwise secure outside financing for any additional costs using non-City funds if needed.

There is no legal or ethical bar to vendors such as any of the above accepting work from multiple campaigns or candidates during election season and it is common practice to do so. However, the City requested and the vendor agreed that no local Parlier candidates would be serviced by vendor staff who were working on the City contract. The vendor also agreed to make themselves available for additional unrelated assignments as needed as provided pricing for such potential other work in the contract agreement, such as mass flyer or newsletter distributions, translation services, printing, or graphic design not related to the Measure K & L campaign.

The principals of the vendor firm, Krystal Hernandez and Karina Vargas, are both university graduates in Communications from California State University Fresno and many of you are likely familiar with their previous work at Fresno EOC and the Parlier Post, respectively. At my suggestion they registered their enterprise with the California Secretary of State for business purposes (CA LLC Registration #201827410358) at their business mailing address, 4677 E Nevada Ave in Fresno, a property which according to County records is owned by an unrelated party. This business mailing address is consistent with the address provided on their IRS W-9 submitted to our finance department along with their initial invoices, and also with the business address on file with the IRS at the time of their receipt of a business EIN tax ID.

At the time of this writing, October 22, the firm has submitted a total of 2 invoices against the Measure K & L outreach contract, for agreed progress payments of \$10,000 each, with one more payment due upon completion of the project. In addition, the same firm was utilized for unrelated deliveries of emergency utility notices on two occasions (at half the price of the U.S. Postal Service for previous deliveries) for a total of \$2,140.

Quadrilateral Conspiracy

The Quadrilateral consists of the following: Martha Hernandez, Kristal Hernandez, Alma Beltran and Antonio Gustalum

As indicated in Exhibit F Mr. Gustalum failed to execute the following demands. Mr. Banuelos requested that all Emails regarding the bids of Rose Strategic Public Relations, JP Marketing, J Peter De Young and Global Communications. There was only one Email that to Global Communications and there were no other Emails from the other three companies. Mr. Banuelos has repeatedly been denied the emails from the three bidding companies. The City has misled Mr. Banuelos and the residence of Parlier. The only Emails are from Global Communications, in addition the invoices have no details of the summaries of the bids and there are no counteroffers, resulting in no legal summations of amounts leading to the amounts to the final acceptance to the contract with Global Communications. Below are the only Emails that were sent by Kristal Hernandez on September 10th 2018.

Exhibit: H

we make people smile | we get the job done.

Global Communications
4677 E Nevada
Fresno, California 93702
info@globalcommunicationsllc.com

Invoice No : 100
Date : 9/10/2018
Customer ID : GC09102018

City of Parlier
Antonio Gustalum
1100 F Parlier Avenue
Fresno, California 93702
agustalum@parlier.ca.us

Category	Description	Payment	Amount Due
	Payment Terms	Due Date	
	Due Upon receipt	9/10/2018	
MEASURES K & L	PROGRESS PAYMENT 1 OF 3		\$10,000
	PUBLIC EDUCATION AND VOTER OUTREACH		
	NO ADVOCACY PERMITTED, ALL PRINTING & SIGNAGE TO BE APPROVED IN ADVANCE		
	Small Yard Signs (incl distribute)	\$2,500	
	Large Yard Signs (incl distribute)	\$1,500	
	Printed collateral	\$3,500	
	Voter data	\$1,500	
	Phone & walk canvass contract staff	\$27,000	
	TOTAL BUDGET	\$36,000	
	20% Private matching funds	-\$6,000	
	NET TOTAL	\$30,000	
	Subtotal		\$10,000

Antonio Gastelum

From: Global Communications, LLC <info@globalcommunicationsllc.net>
Sent: Wednesday, September 26, 2018 3:24 PM
To: Antonio Gastelum
Subject: w9
Attachments: scan0001.pdf

[Spam](#)
[Phish/Fraud](#)
[Not spam](#)
[Forget previous vote](#)

I the information gathered from Michael G. Colantuono & Levin, P.C> PennValley, California it states the following information:

What Records are Subject to the Public Records Act

*The **Public Records Act** applies to all government records and defines it terms very broadly. A "public record is" "any writing containing information to the conduct of the public's business prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics." Government Code Section 6252(e)*

The word "writing" has an equally broad definition:

*"any handwriting, typewriting, printing, Photostating, photographing, photographing, transmitting by **electronic mail** or facsimile, an either means of recording upon and tangible thing any form of communication.*

Mr. Banuelos has affirmed by the Public Records Act and the Ralph Brown Act and is requesting any and all Emails and all information for a personal examination. 3st request

Antonio Gastelum

From: Global Communications, LLC <info@globalcommunicationsllc.net>
Sent: Tuesday, September 18, 2018 6:58 PM
To: Antonio Gastelum
Attachments: COP-LK INV2-9182018.xlsx; COP-LK INV-9182018.xlsx

[Spam](#)
[Phish/Fraud](#)
[Not spam](#)
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Antonio Gastelum

From: krystal hernandez <krystalhernandez25@gmail.com>
Sent: Tuesday, September 18, 2018 5:10 PM
To: Antonio Gastelum
Subject: invoice for global communications llc
Attachments: COP-LK INV2-9182018.xlsx; COP-LK INV-9182018.xlsx

[Spam](#)
[Phish/Fraud](#)
[Not spam](#)
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There are no copies of the attachments acquired as of 3-25-2019, because there are none.

In closer examination of the above emails there are not attachments in conjunction with the dates of the invoices, only emails that are provided by the City of Parlier, indicates that on September 18, 2018, there was communication with the city manager Antonio Gustelum and Krystal Hernandez indicative of, Global Communications and on the same day as Global Communications yet as indicated in Exhibit C as Krystal Hernandez. She did not have an LLC until September 26th 2018. Yet, Mr. Antonio Gustelum accepted the emails of a person that did not have an LLC. In Addition, the City paid the invoice of \$10,000 on September 10th without the LLC.

In the above Exhibit G in the third paragraph the first line as it is stated that:

“ At the time of this writing , October 22, the firm has submitted a total of 2 invoices against the Measure K& L outreach , for the agreed progress payments of \$10,000 each, with one more payment upon completion of the project . In addition, the same firm was utilized for unrelated deliveries of emergency utility notices on two occasions (at half the price of the U.S. postal Service for the previous deliveries) for a total of 2,140.

- ✓ There are no warrants requesting that Global Communications had any permission from the city council. This action is between Antonio Gustelum and Alma Beltran who is the mayor contributes to the action money laundering to Martha Hernandez, and Kristal Hernandez.
- ✓ Global Communications had not acquired LLC on or before September 10th, then who was the company that the city of Parlier contracted and why did the city manager stated that they also had two other invoices before September 10th? Who was the company that was working with the city manager? There hasn't been any information administered to Mr. Banuelos regarding this issue and no information of this company. 4th request

Antonio Gustelum affirmed that on October 22, 2018 he suggested that Kristal Hernandez register as an LLC, but they were register only with their business statement, and it is not complete. They acquired the LLC on September 26th. **Exhibit I**

in the end, they agreed to accept the contract and to take responsibility to come up with their own expense or otherwise secure outside financing for any additional costs using non-City funds if needed.

There is no legal or ethical bar to vendors such as any of the above accepting work from multiple campaigns or candidates during election season and it is common practice to do so. However, the City requested and the vendor agreed that no local Parlier candidates would be serviced by vendor staff who were working on the City contract. The vendor also agreed to make themselves available for additional unrelated assignments as needed as provided pricing for such potential other work in the contract agreement, such as mass flyer or newsletter distributions, translation services, printing, or graphic design not related to the Measure K & L campaign.

Exhibit I

The principals of the vendor firm, Krystal Hernandez and Karina Vargas, are both university graduates in Communications from California State University Fresno and many of you are likely familiar with their previous work at Fresno EOC and the Parlier Post, respectively. At my suggestion they registered their enterprise with the California Secretary of State for business purposes (CA LLC Registration #201827410358) at their business mailing address, 4677 E Nevada Ave in Fresno, a property which according to County records is owned by an unrelated party. This business mailing address is consistent with the address provided on their IRS W-9 submitted to our finance department along with their initial invoices, and also with the business address on file with the IRS at the time of their receipt of a business EIN tax ID.

At the time of this writing, October 22, the firm has submitted a total of 2 invoices against the Measure K & L outreach contract, for agreed progress payments of \$10,000 each, with one more payment due upon completion of the project. In addition, the same firm was utilized for unrelated deliveries of emergency utility notices on two occasions (at half the price of the U.S. Postal Service for previous deliveries) for a total of \$2,140.

◀ ◀ 11 / 27 ▶ ▶

itemized breakdowns of all expenses of the following information" and then you list \$27,000 for "walkers and callers", their names, their time sheets, the checks paid to them, their "worker's permit" for those under the age of 18 and "all monies that were issued to compensation \$27,000". Other than the check stub, the City has none of these documents and the only names of walkers or callers we have are those referred to in the Staff Report from November 1. These are documents that are presumably in the possession of Global Communications LLC, if they exist at all. The City cannot provide them.

Your request for information of the "print shop that were contracted to fulfill" the request for "poster signs" and "yard signs" including prices for each and the signature of the person who approved the invoice is for documents in the possession of Global Communications LLC, if they exist.

You request how the investigation conducted by the City Manager was done and what the findings and conclusions were, the witnesses he contacted and the information he obtained all of which I believe is set out clearly in the attached Staff Report. The one thing the Staff Report does not address is why "witnesses from Mr. Banuelos" were not contacted. The Staff Report says witnesses we were informed of were contacted. Witnesses were not asked whether they were related to Martha Hernandez.

You ask why you were not given the chance to "give pictures and videos and the documents" relating to whatever complaint you were registering, presumably with the City Manager. The November 1, Staff Report states that you were given that opportunity. This appears to be related to your last question or request for a "external investigation to the monies given to Global Communication and the contributions to candidates using Measure K monies". You also request how it is that "Martha Elizabeth Hernandez" is "in conjunction with Alma Beltran's Campaign Manager". There are no documents in the City's possession that would answer those questions. If you would like to request an investigation into some matter within the City's subject matter jurisdiction, you may do so directly to the City Council.

Assistance to Requesters.

Government agencies must assist members of the public in obtaining access to public records by helping requesters identify records which are responsive to a request, describing the technological format and location in which records are stored, providing suggestions to overcome “any practical basis for denying access” such as how to narrow a request to make it possible for the agency to meet it without undue burden. Government Code Section 6253.

1. As an alternative to these means of assistance, an agency can maintain an index of its records. Section 6253.1(d)(3). Destruction of Records. Public records must be maintained for the period specified by a local records retention policy and can be destroyed only with the approvals required by that policy. The Government Code requires city records to be maintained for at least two years, Government Code Section 34090(d), and requires the written approval of the City Council and City Attorney for the destruction of records, Government Code Section 34090. A well-drafted records retention policy, such as the model policy available from the California Secretary of State, will have similar safeguards against unauthorized or early destruction of records.

As stated in Government Code Section 6255 which states that a citizen residing in the city that citizen has every right to obtain and acquire the information that has been submitted. In Exhibit A the wording in paragraph 1 and paragraph 2 as written by the city attorney is as follows: **If they exist at all.**

This statement is not acceptable regarding information and invoices that the City of Parlier must have regarding the expenditures of measure K. The \$27,000 invoice that depicts of the costs of Walkers (walkers are those people hired to deliver flyers of measure K and the caller who call the voters to support measure K) and the callers. This amount is excessive and same campaign coverage was used to the same demographics.

		Total
Walkers (once)	4,200 in the city voters	\$800.00
Callers (2 times)	Twice voters only	\$200.00
Pay Person commission	\$1,000.00	\$1,000

Total Cost		\$2,000.00
Total Cost in Global Com.		\$27,000
Total cost Over Charged		(\$25,000)

In the above information is the over charged to the City of Parlier as indicated in Exhibit A. The city cannot or will not deliver the invoices and the initial costs of the measure that every company must submit. According to all agencies, the company that is enacting as the coordinator or consulting firm of the campaign measure must submit the required the total costs with all the information regarding the total costs. Below is an example of a statement. The circumstances behind the lack of information is the cover-up the Triangle of Alma the mayor, Kristal Hernandez with Martha and the city manager Antonio Gustalum in the middle. The cover-up, was that \$10,000 to Martha Hernandez firsthand information and \$17,000 to Kristal Hernandez. Alma Beltran had her campaign posters printed with Tax Payers money.

In the Second in **Exhibit A** the attorney address the statement of the name of the print shop as the information as follows “If it exists” and “the City cannot provide them”

This type of information is Stonewalling information. The collusion of the City of Parlier and the Global Communication is the embezzling of the City’s monies .

Again a cover-up, the City cannot or will not provide the information for the following reasons. The print shop had the invoice on which company printed

microspective
Raymond Kergatan
81 Benson Street
Middletown, CT 06420
860 643 4433
rk@microspective.net
microspective.net

hello. this is your invoice.

Company Name
57 Winter Street
Brookfield MA 02882

Invoice Date: Nov 01, 2009
Invoice #:
Total: \$ 772.50
Due Date: Nov 30, 2009

DESCRIPTION	HRS / QTY	RATE / PRICE	SUBTOTAL
Nov 05, 2009: Website Updates	01:00	\$ 40	\$ 120.00
Nov 05, 2009: Website Updates (Home page)	02:00	\$ 40	\$ 200.00
Nov 05, 2009: Flyer (1 version)	06:10	\$ 40	\$ 260.00
Nov 05, 2009: Business Card Template	01:20	\$ 25	\$ 112.50
Nov 05, 2009: Custom Error 404 Page	01:00	\$ 40	\$ 80.00

Subtotal: \$ 772.50
Total: \$ 772.50

the campaign posters of candidates running for office. How many of measure K were printed, How many yard signs and how many 4'by8' posters were delivered to Parlier. How many posters of Alma's Beltran yard signs and 4'by8' were printed and what was the actual cost. How many posters for other candidates were printed? All questions from above will be answered how was money spent, but the information of the print shop is vital to answer "How were the campaign posters paid" Why is the cost of the yard signs \$25.00 instead of \$5.25 each?

The city attorney stated "If it exists" and "the City cannot provide them" the obvious money laundering and embellishment. The City does not have the information because Kristal Hernandez has the invoices; by releasing the invoices this will indict all of the Quadrilateral Conspiracy members.

Exhibit A

You asked for all information from Global Communications regarding the itemized breakdowns of all expenses of the following information" and then you list \$27,000 for "walkers and callers", their names, their time sheets, the checks paid to them, their "worker's permit" for those under the age of 18 and "all monies that were issued to compensation \$27,000". Other than the check stub, the City has none of these documents and the only names of walkers or callers we have are those referred to in the Staff Report from November 1. These are documents that are presumably in the possession of Global Communications LLC, if they exist at all. The City cannot provide them.

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00017140.WPD;2

In Exhibit I Mr. Banuelos did ask for the documentation by Emails of the following companies regarding their bids regarding measure K. The city cannot produce any Emails because there are

no Emails regarding the bids for measure K. None of the companies as I stated on page 9 Exhibit F. Mr. Banuelos contacted the only company that has incited that the City of Parlier gave their company the opportunity to engage in a bid.

Question why no Emails? Global Communications was the only company given the opportunity to receive the contract. Yet, there are no productions of Emails regarding the engagement of the bids, nor any of the other companies. In similar situations in other cities, there are numerous productions of Emails engaging in the bids or the explanation to extraction out of the measures. There are no Emails, the cover up of the Quadrilateral Conspiracy.

Exhibit I

You asked for all "cancelled checks" that pertain to Measure K and all services rendered throughout the year 2018, which I can only assume refers to services rendered by this LLC. If you are asking for something different please apprise me of that and we will provide you what we have. Banks do not issue cancelled checks but we do maintain records of the checks that were issued and those records were attached to the response from October 16, 2018. Further payments have yet to be approved although those are likely pending.

You asked for all emails from specific persons and the communications relating to bids for the services that were ultimately provided by Global Communications LLC. The only emails we have are from Global Communications which only transmit documents. Those are enclosed.

The connection of the same Print shop

THE QUADRILATERAL CONSPIRACY

In the following information there will be an orchestration of documents and pictures that will paint a canvas of misappropriations of money laundering by Kristal Hernandez Global Communications will not assemble any invoices as it pertains to the campaign. The following information that was gathered first hand by Mr. Banuelos will prove the connection of the campaign of the current mayor Alma Beltran and measure K and L along with the city council members.

Exhibit J

Banuelos" were not contacted. The Staff Report says witnesses we were informed of were contacted. Witnesses were not asked whether they were related to Martha Hernandez.

You ask why you were not given the chance to "give pictures and videos and the documents" relating to whatever complaint you were registering, presumably with the City Manager. The November 1, Staff Report states that you were given that opportunity. This appears to be related to your last question or request for a "external investigation to the monies given to Global Communication and the contributions to candidates using Measure K monies". You also request how it is that "Martha Elizabeth Hernandez" is "in conjunction with Alma Beltran's Campaign Manager". There are no documents in the City's possession that would answer those questions. If you would like to request an investigation into some matter within the City's subject matter jurisdiction, you may do so directly to the City Council.

In Exhibit J the above information quantified that there was no external investigation as Mr. Banuelos has articulate at the city council meeting in October.

Exhibit K

As indicated on Email from Antonia Gastelum that Fernando Banuelos verbally requested the address of Global Communications. He then received the address on October 11th 2018. The information that was received was the following. Global Communications LLC the owner was Krystal Hernandez 4677 E. Nevada Ave Fresno, Ca. 93702. Mr. Banuelos on October 12th visited the address and encountered that the address was a home. As the picture indicates the address is 4677 E. Nevada. **Exhibit K** indicates that Martha Elizabeth Hernandez is the owner of Global Communications yet there is a document that Global Communications is owned by her daughter Krystal Hernandez as if September 26th 2018.

The following pictures were gathered by Mr. Banuelos illustrating the wood that was used to frame the postures of Measure K and L and Alma Beltran who is the current mayor of Parlier. The wood frames were observed by Mr. Banuelos at the East side of the house. As indicated in the pictures of the third picture H frames were also observed at the corner of the house in Exhibit L

Exhibit L



Exhibit M

The following information will illustrate that the woods were one of the same company. The wood frames were used to frames both Alma Beltran's campaign posters and measure K. These pictures were photographed at the corner of Parlier and J Street. The following photographs are the same woods and the frames are of the same company.

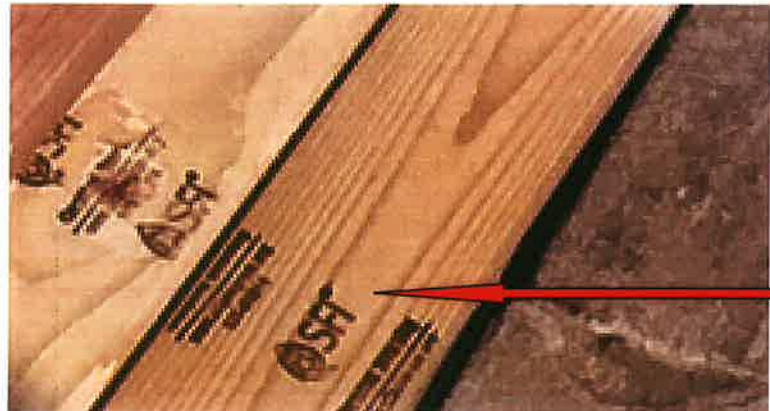


Exhibit N





Mr. Banuelos has a degree in graphic arts and can show in the above poster signs in **Exhibit N** the hues (colors) and the density of the dyes are of the same pigments. Mr. Banuelos has observed that the lettering on both Measure K and Alma Beltran are of the shadow effect and the fonts are of the Sand serif s and the Calibri Sand Serifs. The names if the company that cut the woods are in both wood frames of both Alma's Beltran's signs and the Measure K and L as well.

Exhibit O



The above in **Exhibit O** pictures that Mr. Banuelos photographed on the night that he was delivering his flyers. The pictures will prove that the flyers are of the same fonts and prints of the company that printed the campaign for both Measure K and Beltran's postures. Two teenagers delivered these flyers. The teenagers along delivered Alma's' Beltran "flyers along with measure K. The kids were seeing by different citizens in the city of Parlier and Mr. Banuelos saw them delivering flayers on H Street and I street.

Exhibit P



The above campaign yard sign was the city council member that was campaigning for her district as well as Alma's Beltran the current mayor. There were three candidates in the same slate. The current yard sign as illustrated that same colors and the same hues as the posters signs in Exhibit P. A careful annualizing of the hues and the colors are of the same company. The careful dissecting will prove that all the information gathered is of the same company.

1. The posters are of Semi Gloss poster paper.
2. All campaign materials are of the same colors.

3. All materials are of same serifs and same founts.
4. The arrows exemplify that the graphic artist has the same structure with all signs of inverse lettering with the forest green.
5. The yellow arrows point to the color of Cobalt blue and of the same hue.

In conclusion:

Mr. Banuelos is demanding his rights according to the **CALIFORNIA PUBLIC RECORDS ACT GOVERNMENT CODE SECTION 6250 ET SEQ.** The City of Parlier will be examined in the ethical and the interest of the constituents of Parlier. According to the Public Records Act the City authorities have been unethical and there are many violations regarding the Political process and the Brown's Act have been violated. The information gathered will be examined by the District Attorney office and the Fair political office.

Del Public Record Defined

Identifiable Information the public may inspect or obtain a copy of identifiable public records. 7 Writings held by state or local government are public records. 8 A writing includes all forms of recorded information that currently exist or that may exist in the future. 9

The essence of the CPRA is to supply access to information, not merely documents and files. 10 However, it is not enough to supply extracted information to the requestor, the document containing the information must be provided. In order to invoke the CPRA, the request for records must be both specific and focused. The requirement of clarity must be tempered by the reality that 3 a requester, having no access to agency files or their scheme of organization, may be unable to precisely identify the documents sought. Thus, writings may be described by their content. 11

To the extent reasonable, agencies are generally required to assist members of the public in making focused and effective requests for identifiable records. 12 One legislatively-approved method of aiding is to make available an index of the agency's records. 13 A request for records may be made orally or in writing. 14 When an oral request is received, the agency may wish to consider confirming the request in writing to cut any confusion about the request was deliberately over looked.

To the extent reasonable, agencies are generally required to assist members of the public in making focused and effective requests for identifiable records.

The following information has not been addressed and again why is the City and the mayor covering the information of the misappropriation of funds and money laundering not investigated by the outside source as Mr. Banuelos has requested in October. There are invoices that were received, but there are not actual receipts. Below are requests that have not been answered.

These invoices of trips and hotel stays can be misleadingly to misdirect the authorities to conclude that the information is fact. According to the Government Code Section 6253(a). in general , public records must be available for public inspection by members of the public at any time during business hours. Local agencies may adopt regulations governing public records (id)and it is helpful to provide a form for records requests. According to Code Section 6252 (a) Mr. Banuelos has every right according to the law to request all records and personally examine all actual invoices, emails, receipts, and any first hand documents. Mr. Banuelos is not requesting copies of invoices or copies of hand printed invoices but the actual receipts. The invoice that was established by Mr. Gastelum, can be fabricated by any graphic program and

created after the trip to Mexico and the receipts were handwritten, that is not acceptable in this request. The emails sent and received by the city manager Antonio Gastelum and Kristal Hernandez, those emails can be falsely created to ensure Global Communications and Mr. Gastelum were communicating of the bids for measure K and L. There were no attachments rendered in the emails. There emails were created after Mr. Banuelos made a complaint to the city council.

1. Requesting a copy of the LLP W9 regarding Global Communications and all the owners before September 26th 2018. Krystal Hernandez registered Global Communications on 09/26/18. The definition of an LLP is as follows "A limited liability partnership (LLP) is a partnership in which some or all partners (depending on the jurisdiction) have limited liabilities. It therefore can exhibit ...
 - a. I am requisitioning the owners of the company that was in charge of distributing and marketing of measure K. The company was paid on September 10th 2018, that invoice owner 's address is
4677 E. Nevada Avenue Fresno, Ca 93702 However the owner was not Krystal Hernandez until September 26. Who were the owners or owner before September 10th and we need the contract and the application as the owner of Globol Communications must submit. Where are the warrants?
 ✓ **There is no justification with "If it Exists"**
2. All copies of checks that pertained to measure K and all services that were rendered throughout the year 2018.
This was not provided. We are asking for all copies of checks.
I went to Bank of America regarding the correct verbiage of Cancelled checks. The correct of asking for cancelled checks is the following. (Copy of checks)
 ✓ **There is no justification with "If it Exists"**
3. All emails from the following companies regarding the bids to service measure K. **No information was received 3rd request**
 - a. Rose Strategic Public Relations 559-917-3652 No answer I called several times.
 - b. JP Marketing 559-438-2180 I talked to them they were not asked to bid. (email is attached in the document)
 - c. J. Peter De Young I researched the company, no there was recorded.
 - d. Global Communications LLC the company closed and reopened.
 - e. Why was Global Communication awarded 10,000 on September 10th, yet they were incorporated on September 26th?
4. All information from global Communications about the itemized expenses of the following was not received. **No information was received 3rd request**
 - a. \$27,000 that has been set aside for callers and walkers. I need the following.
 - i. The names of the walkers and the signatures of the kids that were used to distribute the flyers for measure K.
 - ii. The time sheet of the times in and the times out for each walker.
 - iii. Copies of the checks that were paid to the walkers and the callers.

- iv. The copies of checks of the workers permit under the age of 18 which were three kids.
 - v. All monies that were issued to compensate \$27,000.
 - b. The information of the print shop that were contracted to fulfill the \$ 9,000 in poster signs and the yards signs. A copy of the invoice of the completed printing. . **No information was received 3rd request**
 - c. The prices of the 4' by 8' poster signs.
 - d. The price of each yard signs.
 - e. The signature of the person that approved the invoice.
 - f. Were other candidates that ran for office November 2018 signs printed as well from the company that printed measure K.
5. I would like an external investigation to the monies given to Global Communication and the contributions to the candidates using measure K monies. And how is Krystal Hernandez who is the owner of Global Communications and in conjunction Alma Beltran's campaign manager Martha Hernandez not being investigated.
No investigation as of 1-25-19. No information was received 3rd request
6. The invoice on September 10th, 2018 stated that Global Communications purchased 200 yard signs, I have requested that the company provide that requested invoice. As mayor candidate, I walked the entire Parlier community. I counted only 15 signs.
- a. There were no 100 yard signs yet the invoice states that Global Communications purchased 100 signs at 2,500. That purchase is far too expensive.
 - i. The breakdown of the signs is \$25.00 per sign.
 - ii. Yard signs full color double sided is \$5.5 per sign total \$ 550.00
 - iii. Why did this cost ensure that amount.
 - iv. Why is Global Communications not investigated for misappropriations of funds?
7. On the Warrants date range 5/10/2018 to 05/31/2018 **2nd request**
- a. Date 05/16/2018 number # 49077
 - b. Who is the Recipient that was paid on a mutual Settlement of 20,000
8. **2nd request:** We need all the Warrants that allowed the mayor and Mr. Gustelum to attend the inauguration of the president of Mexico. We are asking for the following information: **receipts no invoices and nothing hand written as it is in violation of the government Code Sections 62.76 to 6276.48.**
- a. The Warrants that allowed the mayor to visit Mexico and the reasons.
 - b. The receipts t of the hotel.
 - c. The receipts invoice of the airline.
 - d. The receipts of the food and all expenses.
 - e. The objectives of attending the president's induction.
 - f. How did the city of Parlier benefit to the mayor's visit.
 - g. What was the total financial of the trip? Receipts and totaled in a spreadsheet not handwritten by the city manager.
 - h. All receipts.
 - i. There is a large blank space in the invoice, what information was purposely excluded.

Mr. Banuelos is demanding that the City provide this information within the 10 day of transparency according to the provisions and not later according to the Public Records Act and the Ralph M. Brown Act.

The following information in the MEWA officials report has reported the judgment by the Federal government. The Parlier communities are asking why Mr. Gastelum has not been terminated. If there are any monies that is found as tax payers' monies of Parlier or misused or any misappropriations of funds by Mr. Gastelum the repercussions are as follows: the city council will be held responsible for keeping Mr. Gastelum employed.

Flash Report: MEWA Officials Indicted by Feds

PUBLISHED ON: JANUARY 17, 2019

The federal government may be shut down, but the wheels of justice continue to turn. Federal prosecutors filed indictments against American Labor Alliance and its two principle operatives – founder Marcus Asay and chief operating officer Antonio Gastelum – for a host of fraudulent activities.

Workers' Comp Executive broke multiple stories about the MEWA before it came to official's attention. See the link at the end of this story to all our coverage of this MEWA.

The indictment stems from an FBI investigation of ALA's operations and a subsequent raid on its offices. The charges are also the work of a federal grand jury as Workers' Comp Executive reported nearly two years ago (see [Grand Jury...](#)). The charges include conspiracy, mail fraud, and money laundering.

Changing Names

American Labor Alliance is also known as Agricultural Contracting Services Association and initially marketed its workers' comp product as Comp One USA. But, following a state enforcement action, it shifted business to using the name Omega Community Labor Association and sold the program under the name Compass Pilot.

ALA claims to provide ERISA benefits and says that it is an entity claiming exception that is exempt from state regulation. But the United State Department of Labor does not certify them and in fact, wrote a letter so stating.

The charges date back to the fraudulent workers' comp certificates that ALA produced for clients that falsely listed National Union Fire Insurance Company as the insurer. National Union is a unit of AIG – American International Group (NYSE AIG).

“From approximately March 2016 through March 2017, defendants defrauded ALA's clients and others, and obtained money and property from ALA's clients and others, falsely and fraudulently claiming that the National Insurance Companies provided workers' compensation coverage to clients, included by creating and issuing to ALA's clients Certificates of Liability [Certificates of Insurance] that Asay and Gastelum knew contained material falsehoods,” prosecutors allege. Prosecutors note that in some cases National Insurance had issued liability policies or bonds covering ALA itself but did not cover nor would they have paid workers' comp benefits to ALA's client employers.

“In many of these cases,” prosecutors say, “ALA-issued Certificates of Liability that contained a false policy number, not the real policy or bond number that pertained to ALA’s corporate coverage.”

Prosecutors contend the false policies were intended to fool both ALA’s clients and state regulators. They also note that both Asay and Gastelum furthered the fraudulent scheme by attempting to pass off the bogus certificates as “good faith mistakes” when state officials questioned the veracity of the certs. Investigators note that when the U.S. Department of Labor began investigating the scheme, Asay wrote to ALA’s clients and told them not to provide any information to DOL officials.

The indictment also covers an allegedly fraudulent pension plan – the ALA Trust – that sought contributions from ALA’s clients. Prosecutors say it was marketed as a 401(k) retirement plan, a pension plan and a Multiemployer Plan, but in reality was essentially a slush fund for the organization.

Illegal & Ill-gotten Gains

The indictment maintains that the scheme netted the organization at least \$2.8 million in premiums for the purported workers’ comp coverage with National Insurance during one 12-month period and another \$770,000 in payments to the allegedly fraudulent pension plan. Federal officials say the proceeds were used for personal use by **Asay and Gastelum** and to pay business expenses. In one case, prosecutors say Marcus Asay withdrew funds and then deposited \$20,321 in his personal individual retirement account.

Previously, ALA officials testified under oath that the organization did not maintain reserves for its workers’ comp claims and that it paid these expenses out of its cash flow. The organization also collected the surcharges assessed by the Department of Industrial Relations and California Insurance Guarantee Association but never forwarded these funds to the appropriate organization. CIGA has been clear that there is no coverage.

Asay and Gastelum were released from federal custody on the condition that they stop selling purported workers’ comp coverage under any trade name and may not renew any policies that expire. They are also barred from collecting any pension or retirement contributions. Both are due back in court early next month.

Here is a **[link to see all of our investigative reporting](#)** on this story.

-30-

Tradenames Used By MEWA

- Agricultural Contracting Service Association
- American Labor Alliance
- American Labor Alliance Workers’ Compensation Fund & Trust
- Omega Community Labor Association

- CompOne USA & Comp One USA
- ALA Trust
- American Labor Alliance Retirement Plan & Trust
- ALA Retirement Plan & Trust
- California Analytics
- Farmworkers Enterprise Foundation
- Recruiters of America
- CompassPilot
- ALTA
- Life Abundantly
- Marcus Asay
- Antonio Gastelum

Posted in and tagged [Agricultural Contracting Services Association](#), [American Labor Alliance](#), [Antonio Gastelum](#), [Compass Pilot](#), [CompOneUSA](#), [ERISA](#), [Marcus Asay](#), [MEWA](#), [Omega Community Labor Association](#)

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2. 7 Writings held by state or local government are public records.8A writing includes all forms of recorded information that currently exist or that may exist in the future. 9

The essence of the CPRA is to supply access to information, not merely documents and files.10 However, it is not enough to supply extracted information to the requestor, the document containing the information must be provided. In order to invoke the CPRA, the request for records must be both specific and focused. The requirement of clarity must be tempered by the

reality that a requester, having no access to agency files or their scheme of organization, may be unable to precisely identify the documents sought. Thus, writings may be described by their content.¹¹

To the extent reasonable, agencies are generally required to assist members of the public in making focused and effective requests for identifiable records.¹² One legislatively-approved method of aiding is to make available an index of the agency's records.¹³ A request for records may be made orally or in writing.¹⁴ When an oral request is received, the agency may wish to consider confirming the request in writing to cut any confusion about the request was deliberately overlooked.

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From: Fernando Banuelos
Address: 560 H Street
Parlier, Ca. 93648
Date: Thursday, June 27, 2019

To: Internal Investigations
Address: 5100 Young St.
Suit 160 A
Bakersfield Ca. 93311

To: Whom it may concern:

Investigating: Alma Beltran

Employment:

- Avenal State Prison is a male-only state prison in the city of Avenal, Kings County, California.
Address: 1 Kings Way, Avenal, CA 93204
Phone: (559) 386-0587
Warden: Rosemary Ndoh
- Question: *We need a clear and concise statement of what you are alleging is an improper act, why you believe it is improper, and what evidence there is to confirm that what you are saying is true;*

Response:

The subject in question is aMyor Alma Beltran who is the city of Parlier's current mayor and who's employment resides at Avenue; State Prison, she as elected on November 2014. Parlier has 16,000 residences. The demographics of Parlier are the following: Parlier has one of the highest unemployment rates, which is 300 % above the nation; poverty is 30%. The city is located in the Center of California. Mrs. Beltran is being investigated by the District Attorney's office, Fair Political Commission office, for Money laundering, mismanagement of money and nepotism. The complaint in question was launched on June 6th. The City Council voted 5-0 to award her the position of City Manager in conjunction to retaining her mayorship. The warrants are attached of the votes **Exhibit A** yet she was made aware on June 6th at the City Council meeting that this transaction of employment was not according to the law. According to Government Code Section 1099, Incompatible Offices codifies the common law prohibition

against the holding of “incompatible offices” This doctrine restricts the ability of public officials to hold two different public offices simultaneously if the offices have overlapping and conflicting public duties. For this section to apply, each position must be a public office. (Gove. Code Section 1099c.) When a citizen was reading the Code 1099c Mrs. Beltran yelled at the citizen, she reiterated that that citizen fabricated the Code 1099.

There is an understanding that Mrs. Beltran was in medical leave for stress around May 1st until the present. The findings are as follows: during her medical leave, she traveled to Washington D.C. along with other city members. There is an attachment that is provided In Exhibit B. On May 1st. she and other members traveled to Washington on Wednesday yet; the first meeting was on Sunday 5th. 2019. The mayor and other City members charged the City of Parlier per diem of \$110.00 commencing on May 1st through May. 9th. Mrs. Beltran was accompanied by her husband, who has no affiliation to a supervisor position, which is on Exhibit C The One Voice is a meeting for directors, supervisors of city and trustees. Mr. Beltran has also been in other trips to Mexico with her husband David Beltran and other members who are not of the City of Parlier, yet the City of Parlier paid for all expenses as well as other citizens, the total was \$4,950.

Question: Mrs. Beltran who is an employee of Avenal State Prison who is in medical leave is employed by the City of Parlier (Per Diem), can she receive a check from Avenal State Prison while she is on medical leave and yet simultaneously working at the City of Parlier? According to Mr. Costanzo, the City attorney mentioned and I quote *“Please be advised that the Mayor’s activities at City Hall, whether that occurs during a Council meeting, or not, does not meet the legal definition of employment.”* Again Mr. Costanzo has not captured the true meaning of jobs and per diem. Mr. Costanzo had been released from various cities because of his inconsistencies and altering government policies.

The legal definition of Employment:

Employment is an agreement between an employer and an employee that the employee will provide certain services on the job. The employment agreement ensures that:

1. •The work will occur in the employer's designated workplace (which can be a telecommuter's home)
2. •The work is designed to accomplish the employer organization’s goals and mission

3. •In exchange for work performed, the employee receives compensation
4. An employment agreement for an individual employee can be verbal, written in an email, or it can be a job offer letter. The offer of employment can be implied in an interview or written in a formal, official employment contract.

According to this legal definition, Mr. Costanzo has misquoted the logicity of employment.

The legal definition of Per Diem: **Exhibit D**

Unlike hourly, part-time, or salaried jobs, per diem positions are paid daily. Per diem workers negotiate daily rates and job responsibilities with employers before beginning their employment and typically work on a temporary or short-term basis. A per diem employee may be filling in for a sick or vacationing worker or fulfilling a seasonal need. They may work one day or several consecutive days.

According to the Per Diem definition, the legal negotiation was demonstrated in the meeting on June 6th at the city council in open session meeting. The negotiated verbal contract that Mrs. Beltran was to be paid the sum of \$110.00 per Diem, this action constitutes a legal verbal contract between the City of Parlier and Mr. Beltran, even though the action of employment is illegal according to by the Code 1099 implemented by the State of California.

Incompatible Offices. Gov. Code Section 1099

codifies the universal law prohibition against the holding of “incompatible offices.” This doctrine restricts the ability of public officials to hold two different public offices simultaneously if the offices have overlapping and conflicting public duties. For this section to apply, each position must be a “public office.” (Gov. Code Section 1099(c).)

Under Section 1099, a person may not simultaneously hold two public offices if either of the offices exercises a supervisory, auditing, or removal power over the other office or body, there is a significant clash of duties or loyalties between the offices, or there are public policy considerations that make it improper. The consequence of holding an incompatible office is that the person is “deemed to have forfeited the first office upon acceding to the second.” (Gov. Code Section 1099(b).) Also, the California Constitution has provisions addressing the holding of two government positions.

The doctrine of incompatible offices is outside the jurisdiction of the Fair Political Practices Commission, but the Attorney General's office has issued numerous opinions on the subject which are available on the Attorney General's web site. If you have a question about whether two public offices which you hold or seek to hold would be considered incompatible offices, contact your city attorney, county counsel, or the Attorney General's office.

Exhibit A

CONSENT CALENDAR:

All Consent Calendar items are considered routine and will be enacted in one motion. There will be no separate discussion of items appearing on the Consent Calendar unless requested to be removed for separate discussion and acted on by separate vote.

2. Approved the Check Reports dated April 12, 2019 to May 10, 2019.
3. Polled Approve and accept the Minutes dated May 16, 2019 and May 24, 2019.
4. Approved Amended Professional Services Agreement for Engineering Services for projects funded through 16-CDBG-11144.
5. Pulled Ratifying Mayor's Execution of Agreement with CPA, Kristi L. Miller.
6. Approved Food Service Agreement with the Fresno Economic Opportunities Commission for July 1, 2019 through June 30, 2020.
7. Adopted Resolution 2019-19 Resolution of Intention to Levy and collect the Annual Assessments for Landscape Maintenance and Lighting District No. 1 and authorize the publication of the notice.
8. Authorized staff to change the credit card authorized company to Open Edge through Tyler Technologies.
9. Pulled Authorization to pay standard per diem to Mayor Beltran for operating City Business.

***Note:** Items 3 & 5 have been pulled from Consent Calendar until a future meeting.

***Note :** Item 9 is being moved to closed session.

M/S/C: Motion to approve items 2,4,6,7 & 8 of the consent Calendar by Pimentel, 2nd by Rodriguez, Vote: 5 – 0 and carried.

Exhibit B

Check Report

Date Range: 06/01/2019 - 06/14/2019

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1159-01-0219</u>	Invoice	06/04/2019	HERITAGE PARK SVCS 2-19	0.00	35,888.85	
	<u>211-5700-6542</u>	CONTRACT SERVICES	HERITAGE PARK SVCS 2-19		35,888.85	
BELO3	ALMA M. DELTRAN	06/07/2019	Regular	0.00	990.00	51641
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>MAY 23 - JUNE 7</u>	Invoice	06/07/2019	PER DIEM 9 DAYS	0.00	990.00	
	<u>100-5100-6503</u>	TRAVEL, MEETINGS & TR	PER DIEM 9 DAYS		990.00	
AME04	AMERICAN PAVING COMPANY	06/07/2019	Regular	0.00	663,693.75	51642
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>6</u>	Invoice	06/07/2019	HERITAGE PARK REIMB	0.00	663,693.75	
	<u>214-5100-6570</u>	PROFESSIONAL SERVICES/	HERITAGE PARK REIMB		663,693.75	
CANG3	JAVIER G. CANTU	06/07/2019	Regular	0.00	11,700.00	51643
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1053</u>	Invoice	06/07/2019	JUANITA ALANIS PHASE 4	0.00	11,700.00	
	<u>231-5700-6545</u>	Contractors	JUANITA ALANIS PHASE 4		11,700.00	
CEN12	RAUL MARTINEZ	06/07/2019	Regular	0.00	4,858.75	51644
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>75</u>	Invoice	06/07/2019	CH CAMERA SYSTEM	0.00	4,858.75	
	<u>100-5700-6520</u>	PROFESSIONAL SERVICES/	CH CAMERA SYSTEM		1,214.69	
	<u>100-5617-6520</u>	PROFESSIONAL SERVICES/	CH CAMERA SYSTEM		1,214.69	
	<u>100-5700-6520</u>	PROFESSIONAL SERVICES/	CH CAMERA SYSTEM		1,214.69	

Exhibit C

X

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payable Amount	Number
UNK05	UNITY IT	06/13/2019	Regular	0.00	9,707.94	51740
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
24534	Invoice	06/13/2019	CH COMPUTERS	0.00	9,707.94	
	Account Number	Account Name	Item Description	Distribution Amount		
	100-5300-7003	OFFICE EQUIP.	ADMIN COMPUTERS	2,356.81		
	100-5700-7003	OFFICE EQUIP.	COMM DEV COMPUTERS	2,356.72		
	500-5300-7003	OFFICE EQUIPMENT	FINANCE COMPUTERS	2,257.77		
	401-5300-7003	OFFICE EQUIPMENT	FINANCE COMPUTERS	2,257.77		
	402-5300-7003	OFFICE EQUIPMENT	FINANCE COMPUTERS	1,078.87		
I000	VANESSA A. EINERSON	06/13/2019	Regular	0.00	59.39	51741
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
16381	Invoice	06/13/2019	BUSINESS CARDS	0.00	59.39	
	Account Number	Account Name	Item Description	Distribution Amount		
	100-5100-6000	OFFICE SUPPLIES	BUSINESS CARDS	59.39		
W106	WILLIAM ENGINEERING	06/13/2019	Regular	0.00	1,000.00	51742
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
329277	Invoice	06/13/2019	PROGRESS BILLING PHASE II	0.00	1,000.00	
	Account Number	Account Name	Item Description	Distribution Amount		
	100-5700-8570	PROFESSIONAL SERVICES/	PROGRESS BILLING PHASE II	1,000.00		
BE03	ALMA M. BELTRAN	06/14/2019	Regular	0.00	550.00	51743
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Line 10-14	Invoice	06/14/2019	PER DIEM ADMIN	0.00	550.00	
	Account Number	Account Name	Item Description	Distribution Amount		
	100-5200-6520	PROFESSIONAL SERVICES/	PER DIEM ADMIN	550.00		
CAR03	CARDENAS, DEMETRIA B.	06/14/2019	Regular	0.00	375.36	51744
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
5/29-6/12	Invoice	06/13/2019	AOE REIMBURSEMENT	0.00	375.36	
	Account Number	Account Name	Item Description	Distribution Amount		
	209-6303-6001	OPERATIONAL SUPPLIES	RICH TOBIN DISTRIBUTING	135.75		
	209-6303-6504	FOOD SERVICES	RICH TOBIN DISTRIBUTING	64.25		
	209-6303-6504	FOOD SERVICES	COSTCO SUPPLIES	145.86		
	209-6303-6540	MISCELLANEOUS EXPENS	AGUA PURA	10.50		
	209-6303-6540	MISCELLANEOUS EXPENS	AGUA PURA	14.20		
	209-6303-9971	FIELD TRIP	CHAFEE ZOO PARKING	5.00		
NAE01	MAYC MEMBERSHIP	06/14/2019	Regular	0.00	203.83	51745
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
6-13-19	Invoice	06/13/2019	ANNUAL MEMBERSHIP DUES	0.00	203.83	
	Account Number	Account Name	Item Description	Distribution Amount		

I have called several agencies what constitutes employment abuse. The following are some of the reasons why Mrs. Beltran needs to be indicted for abuse in the workforce, according to the State of California.

Signs Indicating Possible Abuse

1. •Frequent leave requests immediately preceding or following a weekend
2. •FMLA leave requests after denial of vacation on the same or similar days
3. •**Numerous sudden or abrupt leave requests**
4. •Complaints from other employees that an individual is abusing leave
5. •**Sightings of an employee on leave engaged in strenuous activities, or activities indicating the employee is capable of performing normal job responsibilities**
6. •Repeated injuries/re-injuries shortly after returning from leave

A per diem employee is someone whose work hours may vary from week to week depending on the employer's need and how much or little the employee wishes to work. A per diem is paid by the day, is not part of the regular staff, and usually not eligible for employer benefits. Jul 10, 2009

What Does It Mean to Be Employed?

Employment is an agreement between an employer and an employee that the employee will provide certain services on the job. The employment agreement ensures that:

- The work will occur in the employer's designated workplace (which cans a telecommuter's home)
- The work is designed to accomplish the employer organization's goals and mission
- In exchange for work performed, the employee receives compensation.

An employment agreement for an individual employee can be verbal, written in an email, or it can be a job offer letter. The offer of employment can be implied in an interview or written in a formal, official employment contract.

Definition of Contract:

. Mr. Costanzo, the City Attorney, stated that there is no contract between Mayor Alama Beltran and the City of Parlier. On June 6th the City Council with the 5-0 vote to Mrs. Beltran the position of Employment, at her disposal is a computer, a desk, and an office. There was a contract outlining the duties of the Mayor or City Manager in Close Session. The City Council voted 5-0 to give the Mayor Alma Beltran the position of City Manager, breaking the Code Law 1099. The agreement is a Verbal Contract and is upheld by law in the courts. The following information will give credence to a verbal contract according to the laws of California which you have demonstrated defiance of that law; according to the State of California on June 6th, the Mayor of Parlier was offered a contract.

The existence of a contract requires:

1. **an offer;**
 - a. The Offer was awarded on the date of June 6th at the City of Parlier before the citizens of the city.
2. **Acceptance of that offer which results in a meeting of the minds,**
 - a. The acceptance was when the City Council voted 5-0 to grant her the position or the Employment.
3. **A promise to perform,**
 - a. Before the City residence of Parlier, Mrs. Beltran outline, what were some of her duties, and she added that she would not be governing the heads of the departments and that is in the recording that was erased.
4. **A valuable consideration,**
 - a. The valuable consideration was the Per Diem of \$110.00 per day as indicated by the recordings of June 6th.
5. **A time or event when performance must be made,**
 - a. The time and event is on the premises' of the City of Parlier and or directed by outside sources.

6. Terms and conditions for performance,

a. Terms and conditions for the performance

- i. The terms of the position were not specified, although Mrs. Beltran did determine her job duties.

7. Performance, if the contract is "unilateral." The job was unilateral as the City Council with a 5-0 and the City Mayor agreeing to the offer.

The document dated June 19, 2019, was counterfeited of untruths and cover-ups statements that there was no contract between the City of Parlier and Mr. Beltran. Below is the definition of a contract:

A contract may be express or implied. An express contract is one whose terms are stated in words. An implied contract is one, the existence and terms of which are manifested by conduct. A unilateral contract is one in which there is a promise to pay or give other consideration in return for actual performance. A bilateral contract is one in which a promise is exchanged for a promise.

In most cases, contracts can be either written or oral, but oral contracts are more difficult to prove, and in most jurisdictions, the time to sue on the contract is shorter. To be legally binding as a contract, a promise must be exchanged for adequate consideration. Adequate consideration is a benefit or detriment which a party receives which reasonably and fairly induces them to make the promise/contract. Therefore, gifts are not supported by adequate consideration, and the promise to make a gift is generally unenforceable.

Contracts are mainly governed by state statutory and common (judge-made) law and private law. Private law generally refers to the terms of the agreement between the parties, as parties have the freedom to override any state law requirements regarding formalities of contracts. The Uniform Commercial Code, which has been adopted in some form in nearly every state, governs important categories of contracts, such as sales and secured transactions. Contracts related to particular activities or industries may be highly regulated by state and federal law.

On June 6th, 2019, and the mayor, the City Manager collaborated in deceiving the citizens of Parlier that there was no contract between the City of Parlier and Mrs. Beltran. Before the

citizens, there was a verbal contract. I am asking the Investigators and the County of Fresno Authorities to charge the Mayor of Parlier criminally.

Time and Compensation of Employment

Employment runs the gamut in terms of the different kinds of time commitments and compensation plans. No two jobs are alike. For example, employment can be:

- An hourly part-time job that is paid a specific dollar amount for each hour worked
- Full-time employment in which individuals receive a salary and benefits from an employer for performing all the tasks required by a particular position
- Employment can last for a short period, or it can last for 30-40 years with the same employer.
- Employers can offer flexible employee work schedules or require the employee to work Monday–Friday from 8 a.m. to 5 p.m. with an hour off for lunch, and two 20-minute breaks, one in the morning and one in the afternoon (as required by law). As long as the employer upholds his end of the deal to pay the employee (and pay on time) and the employee wants to continue to work for his employer, the employment relationship will continue. Takes into consideration the fact that the terms and conditions of employment are primarily in the hands of the employer. Individual employees can negotiate specific terms of a contract (such as higher compensation, or additional days off) but the location, hours of work, the work environment, and even the organizational culture are set in cement by the employer.

NEALE COSTANZO
MICHAEL G. SLATER

LAW OFFICES
COSTANZO & ASSOCIATES

A PROFESSIONAL CORPORATION
575 E. LOCUST AVENUE
SUITE 115
FRESNO, CALIFORNIA 93720-2928
(559) 261-0163

FAX (559) 261-0700
OUR FILE NO. 00387-001

June 19, 2019

Fernando Banelos
fernandorojasban@gmail.com

RE: Your Records Request of June 18, 2019

Dear Mr. Banelos:

You hand delivered to the City of Parlier a letter that is apparently addressed to me, although you misspelled my name, and did not send it to me. The response to your request for records is as follows:

1. The audio tape is enclosed.
2. The complete agenda for the June 6, 2019, meeting appears on the City's website.
3. The "complete warrants" that were issued on or after June 6, 2019, as authorized at that time, are not available because the warrants which are checks have been issued to the persons identified in the listing of checks to be issued included in the Council packet that are on the City's website.

There is no contract "of the Mayor's per diem position". In your letter you falsely state that the meeting on June 6, 2019, of the City Council of the City of Parlier 'encompassed the new position that the Mayor of Parlier Alma Beltran will be in a per diem employment'. Please be advised that the Mayor's activities at City Hall, whether that occurs during a City Council meeting, or not, does not meet the legal definition of employment.

In conclusion: Alma Beltran has violated the Family and Medical Leave Act (FMLA). There needs to be accountability and checks and balances. No one is above the law, and the abuse needs to stop when a person is in trustee position. The Code 1099 has also been violated where she works as at Avenal State Prison on medical leave and in conjunction being employed at the City of Parlier. This deception needs to be abolished, as taxpayers money squandered.

Granted Solutions

**The following Information must be
addressed and responded by 7-2**

Granted Solutions

Fernando Banelos
 560 H Street
 Parlier, California 93648
 Date: 5/21/2019

Public Information:

Dear Mr. Costanzo and the City of Parlier

After reviewing the warrants of May 2019, a request for public information for the following information regarding Granted Solutions and Ms. Sonia Hall to the City of Parlier.

1. 100-5200-6537 Special event expense Christmas Dinner /toys \$475.41
 - a. All receipts that total the amount of \$ 475.41
 - b. Why is a consultant billing the City of Parlier for Toys?
 - c. In past City members have always taken the responsibility of calling the residence or business to donate funds for the expenses.
 - d. There is a disbelief Sonia Hall after five months submits a bill in the amount \$475.41.
 - e. There should not be an invoice created by Granted Solutions for this activity. Are these expenses being approved by the city council? If they are, please send the contract and staff report, and minutes that support the process used to authorize the expenditures.
2. 100-5200-6537 Special event expense new Years Dance 2018 \$1,364 .81
 - a. A. Please provide a copy of the contract to Granted Solutions regarding the Easter event.
 - b. All receipts are totaling \$ 1,364.81. (Timesheets, expenditures, revenues, and any other related documents that will support the billing of \$ 1,364.81.
 - c. If this is a consultant expense to Granted Solutions, then we need the justification why it took five months to submit payment.
 - d. There has never been an expense to the City of Parlier; there have always been volunteers supporting the New Years Dance and never has a cost other than the music.
 - e. The Gonzalez family and others in the community have always been in charge of the decorations and the dance at no cost to the City of Parlier.
 - f. Martha Hernandez, who is the campaign manager to the mayor Alma Beltran and Antonio Gastelum was given \$1,500 to take on the task of decorating the community center. Martha Hernandez and Krystal Hernandez, her daughter, are the owners of Global Communications who used City's tax of 27,000 for the mayor's campaign.
 - g. Where is the money that was collected for the tickets at the door (\$10,000)? Please provide a copy of the profit and loss statements with all revenues and expenses related to the New Year Dance for December 31, 2018. No created invoices just receipts.
 - h. There is first-hand information that Martha Hernandez was in charge of receiving payments for dance tickets. Please provide contract agreements and council approval for this.
3. Copy of the contract regarding Granted Solutions for providing services at the Christmas event.

- a. Please provide the staff report and minutes that support the approval for such services. Please provide the process in which the city took in approving the scope of work. Please provide the ordinance and policy that demonstrates the action the city took in compliance with current policy and procedures. Which City council members voted to contract Mrs. Hall and Granted Solutions?
4. 100-5200-6520 Special event expense Easter 2019 \$1,320
 - a. A copy of the contract, staff report, minutes, and policy/procedures used hire Granted Solutions in regards to the Easter event.
 - b. What are the reasons that the City contracted when this event has always been the citizens of Parlier who sponsor the Easter event?
 - c. The citizens of Parlier have always been involved in the Easter Egg hunt, and there have never been special funds allocated for this Event.
5. 100-5700-6520 4/08/19 com Dev/ INSPT -2 \$1,320.00
 - a. Mrs. Hall has been serving the city inspector for certain housing projects.
 - b. Does Ms. Hall have the proper credentials/certifications to be an inspector, there are citizens in Parlier that have concerns with her not having credentials and yet inspecting a home. What is the policy and procedure in hiring a qualified building inspector?
 - c. Mrs. Hall needs to produce her credentials or qualifications?
6. We the Citizens of Parlier and Landlords of the property located on 1100 E Parlier Ave, Parlier Ca. Requesting the following:
 - a. Requesting Granted Solutions lease for the property located at 1100 E Ave, Parlier Ca. 93648.
 - b. Why are Granted Solutions not asked to pay rent, nor utilities?
 - c. As citizens of Parlier, we are asking Granted Solutions to pay the following rent and triple net.
 - d. The average rent per square footage in Parlier is \$ 2.50 per square footage.
 - e. Why are Granted Solutions not paying utilities nor insurance for the property?
 - f. Why isn't Granted Solutions, not paying for triple net charges as a renter?
 - g. Who authorized Granit Solutions to have accesses to a private office? Whereas Granit Solutions had an office in Fresno.
7. We, as taxpayers of Parlier, are demanding Granted Solutions to pay the following years of rent.
 - a. For the following years of 2014 \$ 2200 rent not including utilities.
 - b. For the following years of 2015 \$ 2200 rent not including utilities.
 - c. For the following years of 2016 \$ 2500 rent not including utilities.
 - d. For the following years of 2017 \$ 2500 rent not including utilities.
 - e. For the following years of 2018 \$ 2700 rent not including utilities.
 - f. For the following years of 2019 \$ 2700 rent not including utilities.
8. We as citizens of Parlier are demanding Granted Solutions the total sum of rent \$ 148,000 for the use of the property located on 1100 E Parlier Ave, Parlier Ca.
 - a. The citizens of Parlier, the Landlords, are asking the City attorney to represent the City of Parlier to bring a lawsuit against Granted Solutions for past monies not paid toward rent and utilities.

- b. We are asking if the amount is not paid within the allocated time and a Quit Claim is administered then Granted Solutions must vacate the premise promptly.
- 9. We, as Landlords citizens of Parlier, are asking the utility pay of \$3,600 per year of the total sum of \$21,600.

The following invoices are questioned that the City of Parlier has fully paid these expenses. The receipts are for all transactions:

- a. 100-5200-6537 all 100-5200-6537 total amount of \$26,274.20

Granted Solutions complete Investigation

- b. An intense investigation of Granted Solutions regarding the initial payment of \$3,500 for Sonia Hall's contractual earnings compared to \$ 13,000 to \$26,000 per month
- c. An intense investigation why is the City of Parlier administering amounts that don't coincide with the original contract.
- d. Why are the Granted Solutions personnel involved with the City of Parlier's' activities?

A complete investigation regarding Sonia Hall and employment discrimination in the following employment situation.

- e. The key issues are as follows:
 - i. Discrimination of race: the Hispanic male employee was discriminated from a Caucasian female
 - ii. Perception of gender: Male vs. female
 - iii. Discrimination in wages paid: The male Hispanic was rendered \$ 15.00 per hour while the female Caucasian was offered the same job and with no experience @ \$35.00 an hour.

The definition of discrimination is as follows: It is illegal to discriminate based on race, religion, gender, or national origin when hiring or in the workplace. Federal contractors and subcontractors must take affirmative action to guarantee equal employment opportunity without regard to these factors. Executive Order 11246 is enforced by the Office of Federal Contract Compliance Programs (OFCCP).

Also, Title VII of the Civil Rights Act of 1964 makes it unlawful to discriminate in hiring, discharge, promotion, referral, and other facets of employment, based on color, race, religion, sex, or national origin.

- 10. The City attorney must act on behalf of the citizen's of Parlier to investigate and prosecute this unjust action against the employees of Parlier.
- 11. If the City Attorney and the City Council members fail to act upon the discrimination of the Equal Employment Occupation Commission, we are seeking that the City Council resign their positions.

The Committee of Parlier is forwarding the following discrimination actions against Granted Solutions:
Examples of Employment Discrimination

Employment discrimination could occur in any number of situations, including:

- Stating or suggesting preferred candidates in a job advertisement
 - Excluding potential employees during recruitment
 - Denying individual employees compensation or benefits
 - **Paying equally-qualified employees in the same position different salaries**
 - Discriminating when assigning disability leave, maternity leave, or retirement options
 - Denying or disrupting the use of company facilities
 - Discrimination when issuing promotions or lay-offs
1. Why is Sonia Hall, who is the owner of Granted Solutions hiring her sister to a position in the City of Parlier?
 2. State why Vicky Porter acquired that position with no experience to occupy that position and yet confer the wages from \$15.00 an hour to \$35.00 an hour?
 3. What is the justification of this assessment?
 4. Who administered the authority to authorize the pay?
 5. What were the findings to conclude that Mrs. Hall?
 6. Why isn't the city council acting responsible regarding the hiring of personnel and where are the warrants regarding the recruitment from Grant Solutions and the City of Parlier?
 7. Is Parlier in a dual partnership with Grant Solutions?
 8. If so, where are the warrants?

According to the discrimination of the laws of California, this action is discrimination.

The information on the responsibilities of the City Council has no provisions that the trustees induce contacts of personal businesses and settle lease contracts. The contract has to be voided due to the nepotism and the conflict of interest. The City of Parlier must have changed the zoning that a private business is in the same premises of the City of Parlier.

- ✓ We like to see the zoning ordinance that allowed the public ordinance of a private entity to engage in private business and charging the City of Parlier for work rendered. From public to an individual in the address of 1100 E Parlier Ave, Parlier Ca.
- ✓ Why are Granted Solutions acting as a private business and working in different cities while being an employee of the City of Parlier?

Duties of the City Council

The powers and duties of the Mayor and City Council are contained in state law and City ordinances, resolutions and regulations. In carrying out their statutory responsibilities, the City's elected officials do the following:

1. Adopt ordinances, resolutions, policies, and rules for the health, safety, and welfare of the current and future inhabitants of the City of Livingston.
2. Establish policies for the effective and efficient delivery of municipal services to the City.

3. Establish goals, objectives, and performance measures for the City Government and the City Manager.
4. Add, delete, modify, or reduce municipal services.
5. Create departments, divisions, bureaus, offices, and citizen advisory committees necessary for the efficient and effective operation of the City.
6. Exercise legislative oversight over the City Manager, professional staff, consultants, citizen advisory committees, and all other employees, volunteers and officers appointed or retained by the City.
7. Work with citizen advisory committees established by the City Council to formulate recommendations to the City Council on policies, projects, and spending allocations. Every member of the governing body is expected to make committee assignments and attend all committee meetings.
8. Participate in community strategic and long-range planning.
9. Adopt a General Plan that contains a land-use element; circulation element; open space, conservation, and Recreation element; urban boundary element, noise element, public services and facilities element, safety element, and housing element,
10. Adopt master plans for water, wastewater, storm drainage, parks, and municipal facilities to guide the City's future development of critical infrastructure.
11. Approve the municipal boundaries, the sphere of influence, and all annexations of land into the City.
12. Approve all zoning changes, subdivisions, and commercial and industrial site plans.
13. Approve all development agreements with residential, commercial, and industrial developers.
14. Adopt a Five-Year Capital Improvements Plan.
15. Adopt the annual City budget.
16. Approve expenditures of City funds.
17. Promote good relations with federal, state, county, and other municipal government agencies. The Mayor and City Council will take an active role in working with appropriate officials on inter-jurisdictional issues and environmental problems affecting the residents of Livingston.
18. Serve on regional and statewide boards, committees, commissions, and task forces to advance and protect the interests of the residents of Livingston.
19. Appoint and remove if necessary, by majority vote, the City Manager.
20. Perform other duties established by ordinance, resolution, contract, or regulation.
 - a. What are Mrs. Beltran's qualifications to be employed at Granit Solutions although we understand that she is employed by Granit Solutions yet she is getting paid in the grant's office.
 - a. What are Mrs. Beltran's qualifications to be employed at Granit Solutions although we understand that she is employed by Granit Solutions yet she is getting paid in the grant's office.



2019 Delegates:

Alma Beltran, Mayor, City of Parlier
Frank Gonzalez, Mayor, City of Sanger
Drew Bessinger, Mayor, City of Clovis
Rey Leon, Mayor, City of Huron
Noe Rodriguez, Councilmember, City of Parlier
Paul Caprioglio, Councilmember, City of Fresno, District 4
Luis Chavez, Councilmember, City of Fresno, District 5
Daniel Parra, Councilmember, City of Fowler & League of California Cities, South San Joaquin Valley Division
Linda Hayes, Chairman of the Board, Fresno Economic Opportunities Commission
Lee Ann Eager, President and Chief Executive Officer, Fresno County Economic Development Corporation
Joseph Oldham, President/CEO, New Vision Aviation, Inc.
Martha Elizabeth Hernandez, President, Martha Elizabeth Consulting
Blake Konczal, Executive Director, Fresno Regional Workforce Development Board
Tony Boren, Executive Director, Fresno Council of Governments
Jeffrey T. Roberts, Assemi Group
Antonio Gastelum, City Manager, City of Parlier
Robert Phipps, Deputy Director, Fresno Council of Governments
Chuck Rojas, Financial Secretary, FMKT Building Trades
Kacey Austin, Consultant, Mid Valley Disposal
Elizabeth Jonason, Strategy and Communications Officer, Fresno Economic Opportunities Commission
Brenda Veenendaal, Administrative Services Manager & Public Information Officer, Fresno Council of Governments
Laura Kroeger, Associate, Townsend Public Affairs
David Beltran, Public Works, City of Parlier
Elizabeth Quijano, Granted Solutions, City of Parlier Grant's Department

How are the following people employees of the City of Parlier?

1. Please state their positions.
 2. How were they interviewed by whom and what was the process?
 3. How do they get compensated? By whom?
- 2.
 3. Elizabeth Quinones (Mr. Rodriguez City council member girlfriend)
 - a. Elizabeth attending the Washington COG meeting as a representative of the Grants committee and under the Granted Solutions.
 - b. What are Mrs. Quinone's credentials and qualifications of grant writing that she represented the city of Parlier at the COG meeting in Washington?
 - c. How much education and knowledge does Mrs. Quinones have to represent a grants committee?
 - d. We like that Mrs. Quinones produce some of her Grant writing proposals.
 - e. Where are the warrants that enable Mrs. Quinones to attend the COG meeting with the COG'S guidelines?
 4. Ava Beltran (Alma Beltran's sister In law)
 - a. What are Mrs. Beltran's qualifications to be employed at Granted Solutions although we understand that she is employed by Granted Solutions yet she is getting paid in the grant's office?

5. Sofie (Alma Beltran's friend or relative)
 - a. What are Mrs. Beltran's qualifications to be employed at Granted Solutions although we understand that she is employed by Granted Solutions yet she is getting paid in the grant's office?
 - b.
6. Vickie Porter (Sonia's Hall sister)
 - a. What are Mrs. Porter qualifications to be employed at Granted Solutions although we understand that she is employed by Granted Solutions yet she is getting paid in the grant's office?

7.

“SHUT UP!!!”

“You’re a Liar”

**The Mayor of Parlier yells out
The City Attorney calls Me**

Erasing

1st Amendment Rights

Fernando Banuelos
560 H Street
Parlier, Ca. 93648

Neale Costanzo
575 E. Locust Avenue
Suite 115
Fresno, California 93720-2928

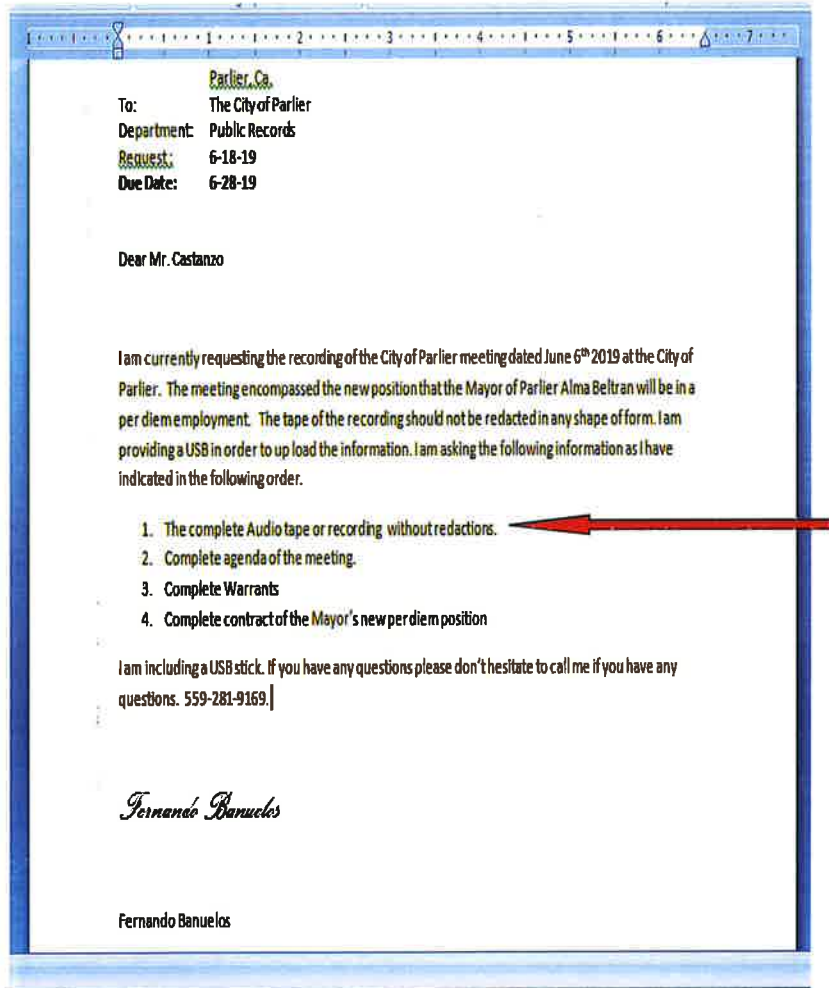
Dear Mr. Costanzo I want to thank you for your response of the Public Records request on June 18 2019.

However, time and time again Mr. Costanzo you deliberately cover-up with misdirection wording, cover-ups, name calling,

corruption and this time erasing my Public Comments to the City council dated June 6th 2019. This Action is a violation of my First Amendments Rights and the desecration of Local Government Act 1993 in which this document will exemplify how you and the mayor have infringed on the Local Government Act 1993.

The document that I have illustrated on the right has 4 different bullet points.

Bullet point number 1 (Exhibit A) My Public comments have been either erased or muffled by you Mr.



To: **Parlier, Ca.**
The City of Parlier
Department: Public Records
Request: 6-18-19
Due Date: 6-28-19

Dear Mr. Costanzo

I am currently requesting the recording of the City of Parlier meeting dated June 6th 2019 at the City of Parlier. The meeting encompassed the new position that the Mayor of Parlier Alma Beltran will be in a per diem employment. The tape of the recording should not be redacted in any shape or form. I am providing a USB in order to up load the information. I am asking the following information as I have indicated in the following order.

1. The complete Audio tape or recording without redactions.
2. Complete agenda of the meeting.
3. Complete Warrants
4. Complete contract of the Mayor's new per diem position

I am including a USB stick. If you have any questions please don't hesitate to call me if you have any questions. 559-281-9169.]

Fernando Banuelos

Fernando Banuelos

Costanzo and the mayor. Below is the violation that you Mr. Costanzo have retracted my rights as a citizen of the city of Parlier in regards to the Rights of Freedom of Speech which I have sent to this document to the Barr Association. I have taken the liberty to furnish you with the definition of the 1st Amendment below. **Exhibit A**

Amendment I

Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the government for a redress of grievances.

Freedom of speech Mr. Costanzo and Mrs. Beltran is my son, who is in the military and who fights for our country to keep these liberties for Americans. Liberties, that I wake up every morning to see if my son is alive, every plane that crashes I worry and I text him if he is still alive. My son fights for these liberties that you and the mayor and all of the residence of America can enjoy. Yet, you and the mayor mock the liberties of this country. My son's and his friends that fly plans which detect if there is an atomic bomb sent to the United States. That is his job to take action of destruction of this country. Liberties that as you can see the posters in the middle of town of all of the solders that served this country with pride and honor.

You bring shame to the 1st amendment. Yours and the mayor's 1st Amendment is a cheap counterfeit freedom to make money off of this poor community, greed and deception is your motto. Example: you allowed a 5-0 vote and the mayor voted for herself to be employed at the City of Parlier. That is a conflict of interest and against the Brown's Act.

Mr. Costanzo you and the mayor have violated my Amendment I rights, and as a Hispanic male both of you have called me a liar in the company of the City council as well as the citizens of Parlier which is defamation of my character. I was constantly interrupted by Mrs. Beltran as she was yelling at me as she was infringing on my 1st Amendment Rights, some of the City citizens were laughing as well as David Beltran who is the mayor's husband who was mocking me as she was yelling at me. Mr. Beltran is currently employed in maintenance department and uses City pickup to take his son to work. My experience was a horrible and very disturbing that this type

of aggression created a hostile environment. Mrs. Beltran told me to "sit down and shut up". Again, yelling in Public Comments to a citizen and telling me to "Shut Up" is the violation of the 1st Amendment. This display of mocking and false accusations by both Mayor Mrs. Beltran and the City Attorney Mr. Costanzo who was humiliating and insulting, not just to me but the State Attorney's office who directed me to the 1099 Code. Your job Mr. Costanzo is to direct and contain the mayor's repeated outrageous, slanderous and child outbursts. Below is the definition of defamation.

Defamation definition is as follows:

Any intentional false communication, either written or spoken, that harms a person's reputation decreases the respect, regard, or confidence in which a person is held; or induces disparaging, hostile, or disagreeable opinions or feelings against a person.

Defamation may be a criminal or civil charge. It encompasses both written statements, known as libel, and spoken statements, called slander.

The probability that a plaintiff will recover damages in a defamation suit depends largely on whether the plaintiff is a public or private figure in the eyes of the law. The public figure law of defamation was first delineated in *New York Times v. Sullivan*, 376 U.S. 254, 84 S. Ct. 710, 11 L. Ed. 2d 686 (1964). In *Sullivan*, the plaintiff, a police official, claimed that false allegations about him appeared in the *New York Times*, and sued the newspaper for libel. The Supreme Court balanced the plaintiff's interest in preserving his reputation against the public's interest in freedom of expression in the area of political debate. It held that a public official alleging libel must prove actual malice in order to recover damages. The Court declared The First Amendment protects open and robust debate on public issues even when such debate includes "vehement, caustic, unpleasantly sharp attacks on government and public officials." A public official or other plaintiff who has voluntarily assumed a position in the public eye must prove that Defamatory statements were made with knowledge that they were false or with reckless disregard of whether they were false.

On June 6th I read Code Section 1099 before the Community of Parlier and the City Council. The mayor at the meeting was being appointed to obtain a position which will

include employment in the city of Parlier. Included in this document is the definition of Per Diem and Employment that Mr. Costanzo and the Mayor has falsified and disclaimed California law of Incompatible Offices.

Incompatible Offices Gov. Code Section 1099

Incompatible Offices Gov. Code Section 1099 codifies the common law prohibition against the holding of "incompatible offices." This doctrine restricts the ability of public officials to hold two different public offices simultaneously if the offices have overlapping and conflicting public duties. For this section to apply, each position must be a "public office." (Gov. Code Section 1099(c).)

Pursuant to Section 1099, a person may not simultaneously hold two public offices if: either of the offices exercises a supervisory, auditing, or removal power over the other office or body, there is a significant clash of duties or loyalties between the offices, or there are public policy considerations that make it improper. The consequence of holding an incompatible office is that the person is "deemed to have forfeited the first office upon acceding to the second." (Gov. Code Section 1099(b).) In addition, the California Constitution has provisions addressing the holding of two government positions.

After reading the above Code by the state of California Mrs. Beltran the mayor yelled out before the citizens of Parlier

"Your nothing but a liar!!!!" and you wrote that!!!!" you're a liar!!!!"There is no such law!!!!"Then I added that the State Attorney of California directed me to this information then you Mr. Costanzo you defamed me by saying "You're a liar you never spoke to the State Attorney "you're a liar" Mr. Costanzo you and Mrs. Beltran have slandered me and defamed me on the meeting of June 6th. Mr. Costanzo knowing the law and receiving compensation from the City of Parlier should uphold the constitutional interests of the citizens of Parlier and not his own pay check.

(Defamation Reaction) I was insulted as some of the citizens laughed at me and my personal character has been inflected by the verbal abuse and monstrosities comments by you Mr. Costanzo and Mayor Alma Beltran. As you and Mrs. Beltran completely know that I campaigned for mayor in 2018 and I was in the Parlier School board in 2014, your comments of me being a liar has damaged my credibility in my community.

Audio recording of the June 6th meeting was muffled or erased.

The recording of the meeting has been muffled or erased by you Mr. Costanzo and that is a validation of Government Code Act 1993. According to the Code Act 1993 the City of Parlier must always keep clear and concise recordings of the meeting. In this case as I went to retrieve a copy of the meeting, I was directed by the front office that there was a link in the document in **Exhibit B1**.

Exhibit B1

Link to the meeting of June 6th 2019

<https://sharesync.serverdata.net/us3/s/1eNXOrSXmvQgkKW3EW5uu70033ffe9>

Julia Sellers <julia@costanzolaw.com>

Jun 19, 2019,
11:10 AM

to me, bertha@parlier.ca.us, abeltran@parlier.ca.us, Neal

Please see the attached letter. The link to hear the audio of the Council meeting is below.

[190513_0188.MP3 \(128.6 MB\)](#)

Please do not hesitate to contact our office if you have any questions.

Government Act 1993

The following Mr. Costanzo I am asking that your Barr license be terminated because you violated my rights according to the Government Act 1993 which states the following:

1. What are the issues councils need to consider? Some of the issues councils need to consider are:

- a. • Is the personal information collected for a lawful purpose?
- b. • Is the collection of the information reasonably necessary?
- c. • Is the information about people other than the speaker?
- d. • Is disclosure of the information in the public interest?
- e. • Does the person know the information has been collected? • How long will the tapes be kept?

Is the information collected for a lawful purpose? Information collected at a council meeting is mainly used to ensure the accuracy of minutes. Keeping accurate minutes is a requirement under the Local Government Act 1993, so no question can be raised as to the lawfulness of this purpose (section 8(1)(a) of the PPIP Act). However a council would need to be satisfied that any other purposes that the information was used for were directly related to a function of the council. Section 10 of the Local Government Act provides that the public are entitled to attend council meetings and section 11 provides a mechanism by which the public may have access to correspondence and documents from past meetings. It could therefore possibly be argued that further facilitating public access to or involvement in the council's meetings is directly related to council's responsibilities under sections 10 and 11 of the Local Government Act.

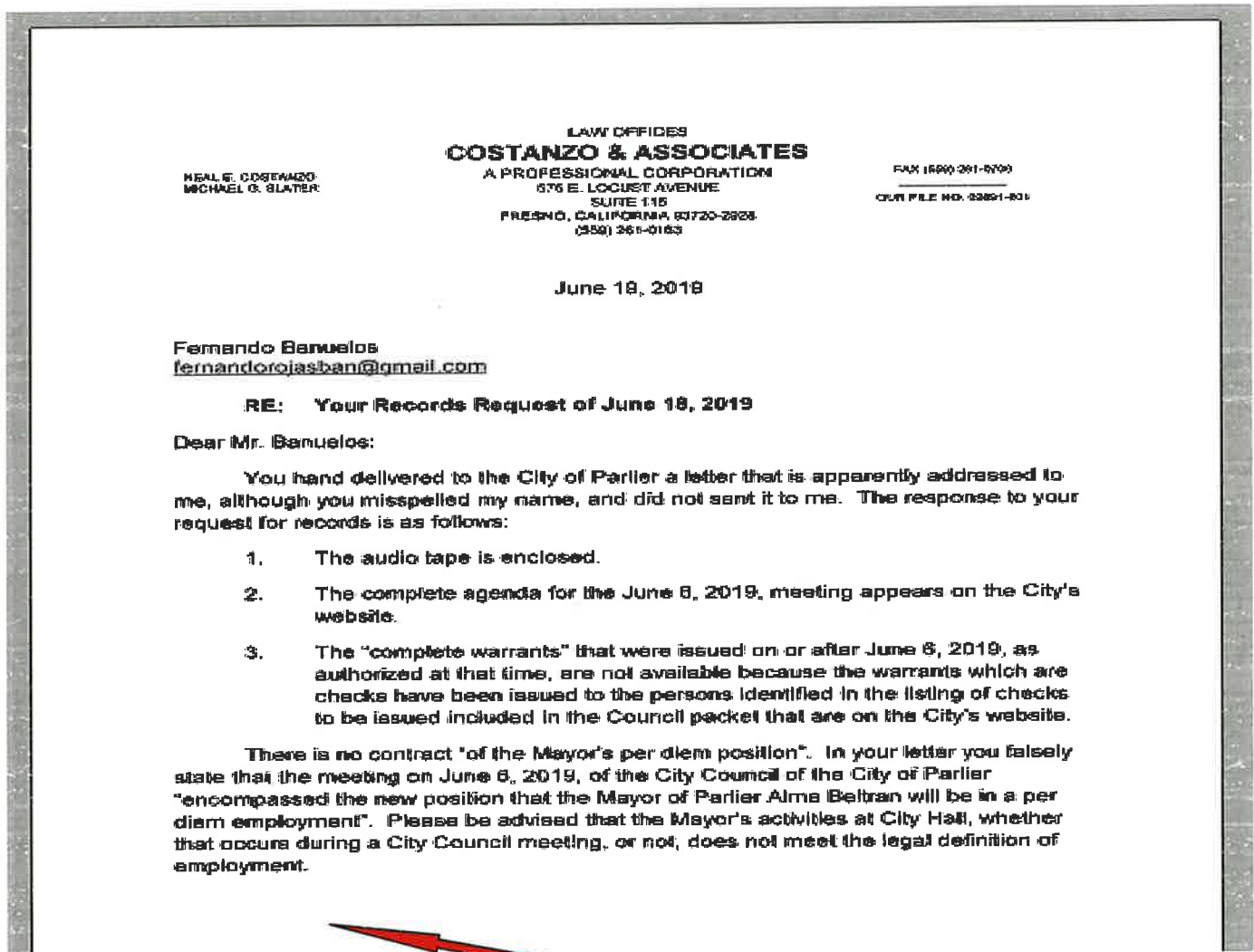
Personal information is defined in section 4(1) of the PPIP Act as: information or an opinion (including information or an opinion forming part of a database and whether or not recorded in a material form) about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion.

Some of the issues councils need to consider are:

- Is the personal information collected for a lawful purpose?
- Is the collection of the information reasonably necessary?
- Is the information about people other than the speaker? • Is disclosure of the information in the public interest?

- Does the person know the information has been collected? • How long will the tapes be kept?

Exhibit B



In the Above **Exhibit B** Mr. Costanzo you stated that Alma Beltran will be in a per diem position, and that she does not meet the legal definition of employment. It seems as though Mr. Costanzo that you do not comprehend the correct definition of Per Diem and employment. Your intent to change the definition of Per Diem is misleading. Now, the correct definition of

Per Diem is unlike hourly, part-time, or salaried jobs, per diem positions are paid on a daily basis. Per diem workers negotiate daily rates and job responsibilities with employers prior to beginning their employment and typically work on a temporary or short-term basis. A per diem employee may be filling in for a sick or vacationing worker or fulfilling a seasonal need. They may work one day or several consecutive days, guarding taxpayers' dollars and maintaining a policy of transparency. An example of per diem is a substitute instructor at any level. The per diem instructor is not necessarily employed by the current job site but is employed by the agency that has employed them. Parlier Unified substitute works at the given school at that moment and is paid by the County of Fresno of Educators which is part of Parlier Unified School District, which the instructor is employed.

What Does It Mean to Be Employed?

And this is the Legal Definition and it's not False

Now let's examine that work employment as you Mr. Costanzo have falsely muddled in its entirety and your misleading as always. Employment is an agreement between an employer and an employee that the employee will provide certain Employment is services on the job. The employment agreement ensures that:

- The work will occur in the employer's designated workplace (which can be a telecommuter's home)
- The work is designed to accomplish the employer organization's goals and mission
- In exchange for work performed, the employee receives compensation

An employment agreement for an individual employee can be verbal, written in an email, or it can be a job offer letter. The offer of employment can be implied in an interview or written in a formal, official employment contract.

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On June 6th at the City Council meeting there was

Time and Compensation of Employment

Employment runs the gamut in terms of the different kinds of time commitments and compensation plans. No two jobs are alike. For example, employment can be:

- An hourly part-time job that is paid a certain dollar amount for each hour worked
- Full-time employment in which individuals receive a salary and benefits from an employer for performing all the tasks required by a particular position
- Employment can last for a short period of time or it can last for 30-40 years with the same employer.
- Employers can offer flexible employee work schedules or require the employee to work Monday–Friday from 8 a.m. to 5 p.m. with an hour off for lunch and two 20-minute breaks, one in the morning and one in the afternoon (as required by law). As long as the employer

upholds his end of the deal to pay the employee (and pay on time) and the employee wants to continue to work for his employer, the employment relationship will continue.

In **Exhibit B** Mr. Costanzo you mention that there is no contract and yet you continue to cover up the truth and falsify the law. Again I need to educate you in the semantics of the law. On June 6th the City Counsel with the 5-0 vote to Mrs. Beltran the position of Employment and she is there every day and has a computer, a desk and an office. There was a contract outlining the duties of the Mayor or City Manager in Close Session when the City Council members voted 5-0 to give the Mayor Alma Beltran again breaking the Code Law 1099. The agreement Mr. Costanzo is a Verbal Contract and is upheld by law in the courts.. The following information will give credence to a verbal contract according to the laws of California which you have demonstrated defiance of that law, according to the State of California on June 6th the Mayor of Parlier was offered a contract .

The existence of a contract requires:

- 1. an offer;**
 - a. The Offer was awarded in the date of June 6th at the City of Parlier before the citizens of the city.
- 2. an acceptance of that offer which results in a meeting of the minds,**
 - a. The acceptance was when the City Council voted 5-0 to grant her the position or the Employment.
- 3. a promise to perform,**
 - a. Before the City residence of Parlier Mrs. Beltran outline what were some of her duties and she added that she will not be governing the heads of the departments and that is in the recording that was erased.
- 4. a valuable consideration,**
 - a. The valuable consideration was the Per Diem of \$110.00 per day as indicated by the recordings of June 6th.
- 5. a time or event when performance must be made,**
 - a. The time and event is on the premises' of the City of Parlier and or directed by outside sources.
- 6. terms and conditions for performance,**

- a. Terms and conditions for the performance
 - i. The terms of the position were not specified although Mrs. Beltran did determine her job duties.
7. **performance, if the contract is "unilateral". The job was unilateral as the City Counsel with a 5-0 and the City Mayor agreeing to the offer.**

Mr. Costanzo in your document dated June 19, 2019 you counterfeit the truth with untruths and cover-ups statements that there is no contract between the City of Parlier and Mr. Beltran.

Below is the definition of a contract:

A contract may be express or implied. An express contract is one, whose terms are stated in words. An implied contract is one, the existence and terms of which are manifested by conduct. A unilateral contract is one in which there is a promise to pay or give other consideration in return for actual performance. A bilateral contract is one in which a promise is exchanged for a promise. In most cases contracts can be either written or oral, but oral contracts are more difficult to prove and in most jurisdictions the time to sue on the contract is shorter. To be legally binding as a contract, a promise must be exchanged for adequate consideration. Adequate consideration is a benefit or detriment which a party receives which reasonably and fairly induces them to make the promise/contract. Therefore, gifts are not supported by adequate consideration and the promise to make a gift is generally unenforceable.

Contracts are mainly governed by state statutory and common (judge-made) law and private law. Private law generally refers to the terms of the agreement between the parties, as parties have freedom to override many state law requirements regarding formalities of contracts. The Uniform Commercial Code, which has been adopted in some form in nearly every state, governs important categories of contracts, such as sales and secured transactions. Contracts related to particular activities or industries may be highly regulated by state and/or federal law.

On June 6th 2019, Mr. Costanzo you and the mayor collaborated in deceiving the citizens of Parlier that there was no contract between the City of Parlier and Mrs. Beltran. Before the citizens there was a verbal contract. I am asking the Investigators and the County of Fresno Authorities to criminally charge the Mayor of Parlier.

The following reasons:

1. Misappropriations of Funds
2. Not following the 1099 law of California.
3. Violations of Citizens 1st Amendment rights .
4. Defamation of citizens of Parlier
5. Using Public Funds to fund her campaign.
6. Using Public vehicle for family use.
7. Money laundering though Granit Solutions.
8. Nepotism hiring family and friends to the company Granit Solutions which are employed by the City of Parlier.
9. Not paying her water consumption for two years and not paying late fees.
10. Payment s to her Per Diem is funneled by Granit Solutions Sonia Hall.
11. Lying to the E.E.O.C. and other Federal and State authorities.

The California Rules of Professional Conduct are intended to regulate professional conduct of attorneys licensed by the State Bar through discipline. They have been adopted by the Board of Trustees and approved by the California Supreme Court pursuant to statute to protect the public and to promote respect and confidence in the legal profession. The rules and any related standards adopted by the Board are binding on all attorneys licensed by the State Bar.

1. Violation of his or her oath as an attorney, or of his or her duties as an attorney and counselor.
2. For the commission of any act involving moral turpitude, dishonesty, or corruption, whether the same be committed in the course of his or her relations as an attorney or counselor at law, or otherwise, and whether the same constitute a felony or misdemeanor or not; and if the act constitute a felony or misdemeanor, conviction thereof in a criminal proceeding shall not be a condition precedent to disbarment or suspension from practice therefore.
3. Gross incompetency in the practice of the profession.

4. (11) Violation of the ethics of the profession.
5. Obstruction of Justice
 - a. Mr. Costanzo Knowingly understands the corruption that the City Council and the City Mayor has undertaken and yet cover-ups those activities.
 - i. On June 6th I stood before the City Council not to allow Mrs. Beltran to become City Manager or be employed by the City of Parlier that according to the Code 1099 that it's against the law of California. Mr. Costanzo allowed the information of Mrs. Beltran to defame the law Code 1099 and the City council to vote 5-0 . Mrs. Costanzo should of intervene the mayor from voting but he and the City Council members violated the law as well.
 - ii. Why this Obstruction of Justice? The connection:
 1. Mayor Beltran gets medical leave from Avenal State Prison, and receives her stipend money as a mayor and a per diem as a City Manager position.
 2. City Council Member Noe Rodriquez has his girlfriend employed at Granit Solutions which is a branch of the City.
 - a. Noe's girlfriend takes trips to Washington and her Children at the expense of the City of Parlier.
 3. Noe Rodriquez who is the City Council member does not reside in the City of Parlier.
 4. City Council Trino Primintal received funds for his campaign from Alma Beltran or Global Communications. (\$1,300)
 5. City Council Member Diana Maldonado received funds for her campaign from Alma Beltran or Global Communications. (\$1,300)
 6. Sonia Hall who is the City Grant writer has her company at the Parlier City and does not pay any rent.
 - a. Sonia Hall per year was earnings were \$45,000 and this year has made \$30,00 every month. I a year she will earn \$360,000
 7. City Attorney Mr. Costanzo gets his income to increase by having his office located in the premises of the City Hall and pays no rent.

The Oath Of An Attorney

Webster's dictionary defines the term "Oath" as follows:

- (1) A solemn usually formal calling upon God or a god to witness to the truth of what one says or to witness that one sincerely intends to do what one says;
- (2) A solemn attestation of the truth or inviolability of one's words.

One of Webster's definition, therefore, conveys that God is a witness to the sincerity of the oath. The other definition commutates the sacred nature of a man's "word."

(1) support the constitutions of the United States and this state;

Mr. Costanzo violated the constitution in that he did not uphold the law which states of the code of Incompatible Offices Gov. Code Section 1099 codifies the common law prohibition against the holding of "incompatible offices." This doctrine restricts the ability of public officials to hold two different public offices simultaneously if the offices have overlapping and conflicting public duties. For this section to apply, each position must be a "public office." (Gov. Code Section 1099(c).) The tape meeting on June 6th 2019 will affirm that he violated the law by not preventing the Mayor of obtaining the power of the Mayor ship and the City Manager.

(2) honestly demean himself in the practice of law;

- a. Mr. Costanzo violated that Oath of the attorney by allowing money laundering and misappropriations of funds in the City of Parlier and allowing the mayor to vote 5-0 in her own employment position. Yet, Mr. Costanzo falsifies that Mrs. Beltran is not an employee of the City of Parlier
- b. Mr. Costanzo defames the code of ethics by allowing his promise to uphold the beliefs of God that is imbedded in the law of California, to be prostituted and sold out like Judas Iscariot for 20 pieces of silver.
 - (b) The oath shall be endorsed on the license, subscribed by the person taking the oath, and attested by the officer administering the oath.

Mr. Costanzo has not upheld his oath of his office.

The following segment is an example that happened in Inglewood as well as it happened in Parlier.

Inglewood mayor accused of telling activist 'go choke yourself,' but video evidence disappears

A video circulating in Inglewood this week appears to capture Mayor James Butts telling an activist to "go choke yourself," but the city's original version of the recording posted online has been altered to remove the insult.

In the current version, Butts adjourns the June 12 meeting and the video cuts out four seconds later. But, at least until July 18, the original video actually continued for 19 more seconds. And in those final moments, the microphone picks up what sounds like Butts saying, “Go choke yourself, Diane,” while seated at the dais, according to a cell phone recording of the exchange.

The invective was directed at resident Diane Sambrano, who criticized the City Council earlier in the meeting for giving the Los Angeles Clippers access to public land to hold a press conference. Sambrano, a longtime activist who often clashes with Butts during council meetings, heard the mayor say her

name at the end of the June 12 meeting, but she didn’t know what he said until she watched the meeting online. She then called Butts out at the City Council meeting July 10.

“It was there for awhile, then I mentioned it, and they edited it maybe a week later,” she said. Joseph Teixeira, a frequent opponent of Butts, used his cell phone to record the mayor’s comment directly from the city’s video, but when he returned to the video weeks later, he found that it ended abruptly. Earlier this month, Teixeira accused Butts of covering up the remark, and after the mayor denied the claim, Teixeira released a comparison with both versions.





**The State Bar
of California**

**OFFICE OF CHIEF TRIAL COUNSEL
INTAKE**

180 Howard Street, San Francisco, CA 94105

June 20, 2019

Fernando Nabuelos
560 H Street
Parlier CA 93648

RE: Case Number: 19-O-17634

Dear Fernando Nabuelos:

We have received your complaint against one or more California attorney(s). We have assigned the number shown above to this matter; please reference this number in your communications with us.

Your complaint will first be reviewed in the Intake Unit, and that review may take up to 60 days. If we need further information, we will contact you. We will keep you informed of any determination in this matter. If you have not heard from us and want to know the status of your complaint, you may contact us by calling the State Bar's toll-free complaint line at 800-843-9053.

Memo

To: Honorable Mayor and City Council

From: Lan Kimoto

Re: Fiscal Year 2017-18 Audit

SUMMARY

Cities are required to adopt adequate internal controls to properly record, summarize, and report accounting transactions to provide reasonable assurance that the financial statements are not materially misstated, the assets are safeguarded and ensure compliance with laws and regulations.

The City's policies and procedures for recording financial transactions were disrupted due to significant inefficiencies in how the finance department staff performed their duties.

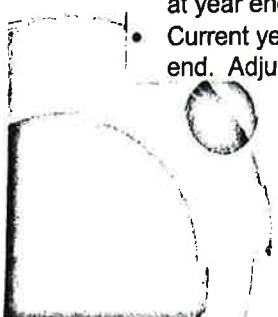
The City was not able to close its books and generate year end reports in a timely manner. As a result, during the performance of the financial audit for the year ended June 30, 2018, which is still ongoing, there were significant delays in receiving the requested audit documents and various schedules received required further reconciliation and adjustments or were not prepared at all. Below are some of the problems/adjustments we encountered, but this list is not all-inclusive because the audit is still ongoing:

Cash

- Bank reconciliations did not agree to the trial balance due to improper adjustments made to cash.
- Police asset forfeiture account was not reconciled. \$19,244.84 in adjustment was made
- Developer cash account was not reconciled. \$61,242 in adjustment was made
- Interest in Local Agency Investment Fund account was not recorded the entire year: \$13,112.

Accounts Receivable

- Prior year receivable balances were not reversed and were still reflected as receivables at year end
- Current year receivables were not identified and record as accounts receivable at year end. Adjustment made so far is well over \$650,000



Notes Receivable

- New home loans issued thru HOME, Cal HOME and CDBG thru the City and were not recorded as notes receivables in the trial balance. \$196,000 adjustment was made
- Principal payments on home loans were not properly applied as reduction to notes receivables

Grant Receivable

- City has several grants that are on a reimbursement basis with State and Federal agencies, reimbursements are submitted periodically but the City's books did not reflect receivable at year end for expenses that City has already incurred and waiting for reimbursements

Revenues

- Road Maintenance funding from the State were improperly recorded in the General Fund and not as a separate Special Revenue Fund. \$55,000+ in adjustment plus additional year end accrual
- Matching contributions relating to street projects were not recorded and reconciled to grant reimbursements
- Some grants had revenues recorded but no corresponding expenses due to miscodings
- Misposting of \$5,000 administrative fee from Parlier affordable housing was recorded as reduction in notes receivable

Land Held For Resale

- Land was sold but land held for resale did not reflect the sale

Expenses

- Some expenses were improperly recorded to closed funds and had to be reclassified

Employee Loans and Business Loans

- Adjustments were not properly recorded to reflect year end balances

Fixed Assets

- Fixed assets schedule were not updated for additions and deletions and depreciation was not recorded at year end

Capital Lease

- City entered into a capital lease agreement for new police vehicles and debt proceeds and capital outlay related to that were not recorded

Schedule of Expenditures of Federal Awards

- The City was not able to compile a complete and accurate Schedule of Expenditures of Federal Awards for audit. As a result, additional audit procedures and auditor assistance was necessary to ensure the accuracy and completeness of the City's Schedule of Expenditures of Federal Awards.

**FAIR POLITICAL PRACTICES COMMISSION
STIPULATION, DECISION AND ORDER
Campaign Statement/Report Late Filer Violations
(Streamline Program)**

Complainant, the Enforcement Division of the Fair Political Practices Commission, and Respondent(s) hereby agree that this stipulation will be included on the next regularly scheduled meeting, or as soon thereafter as the matter can be heard, of the Fair Political Practices Commission. Once presented and approved by the Chief of Enforcement, the parties agree that this stipulation will be the final disposition of the violation(s) described herein.

FPPC CASE NO.: 2019-00382

RESPONDENT(S): Beltran for Mayor 2018; Alma Beltran; Esteissi Huerta

REPRESENTATION: N/A

GOV'T CODE SECTION VIOLATED: 84200 84200.5 84203 84204 84206

Total Penalty: \$840

STATEMENT BY RESPONDENT(S):

I acknowledge that the violation(s) of the Political Reform Act described above have occurred and voluntarily request that the Fair Political Practices Commission resolve this matter by imposition of the monetary penalty specified above. I acknowledge receipt of the *Statement of Respondent's Rights* and voluntarily waive any and all procedural rights to contest this matter in an administrative hearing. Any required outstanding reports in connection with these violations have now been filed. I have paid the amount of the penalty described above.

Dated: _____

Print Name: _____

ORDER OF THE COMMISSION:

I have reviewed this stipulation, taken into consideration any comments made regarding this item, and am executing this agreement under the authority of the Fair Political Practices Commission granted to me by Regulation 18360.2. This agreement is effective upon execution below.

IT IS SO ORDERED.

Dated: _____

GALENA WEST, ENFORCEMENT CHIEF