

Closing Argument For Cal Lutheran



Court Asked To Declare Deposit Agreement And Gift Agreement

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11 ELTON WILLIAM GALLEGLY, and
JANICE GALLEGLY,
12
13 Plaintiff,
14
15 v.
16 CALIFORNIA LUTHERAN
UNIVERSITY, LORI E. VARLOTTA,
17 PhD, CHRIS KIMBALL, PhD, and DOES
1 through 100, inclusive,
18
19 Defendants.
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VENTURA
SUPERIOR COURT
FILED
OCT 02 2023
LEONIDA L. McCORMICK
Executive Officer and Clerk
By: **SUSANNE LEON**

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF VENTURA

Case No. 56-2021-00560108-CU-BC-VTA

**SECOND AMENDED COMPLAINT FOR
DECLARATORY RELIEF,
ACCOUNTING, AND FOR DAMAGES
FOR BREACH OF CONTRACT, BREACH
OF THE COVENANT OF GOOD FAITH
AND FAIR DEALING, VIOLATIONS,
ULTRA VIRES ACTS AND UNFAIR
PRACTICES UNDER BUSINESS AND
PROFESSIONS CODE SEC. 17200 ET
SEQ., BREACH OF FIDUCIARY DUTY,
AND APPROPRIATION OF NAME OR
LIKENESS**

JFAP: Honorable Henry Walsh
Dept. 42

Plaintiff Elton William Gallegly hereby alleges:

THE PARTIES

1. Plaintiff Elton William Gallegly served as a congressman in the United States House of Representatives for 13 terms over 26 years from January 1987 to January 2013, representing several districts ("Plaintiff" or "Congressman Gallegly"). Congressman Gallegly is the longest serving Congressional representative in Ventura County history. During that Congressional service, Congressman Gallegly was a member of the Committee on Foreign

BRUCE, WILLIAMS & SORENSEN, LLP
ATTORNEYS AT LAW
LOS ANGELES, CA

L.A. 00208-0215-0700-01

- 1 -

SECOND AMENDED COMPLAINT

FIRST CAUSE OF ACTION

(For Declaratory Relief

Against Defendant CLU)

25. Plaintiff requests a declaration of rights and duties concerning the establishment of the charitable trust and the maintenance of the charitable trust and the Deposit Agreement and the Gift Agreement including, without limitation, that CLU was obligated to maintain and protect the

Second Amended Complaint at 7, 8

October 02, 2023

Two Written Agreements

DEPOSIT AGREEMENT

DEPOSIT AGREEMENT

Congressman Elton Gallegly (sometimes referred to hereafter as "Depositor") agrees to deposit and California Lutheran University ("CLU") agrees to accept on deposit certain papers and related materials and furniture of Congressman Gallegly.

These papers include correspondence, papers, notebooks, files, records, slides, awards, photographs, and related materials from the archival legislative collection (the "Archival Collection") embodying the 26 year Congressional career of Congressman Gallegly to which the Depositor has title at this time. In addition, Depositor shall provide on deposit the desk credenza and furniture from his congressional office. CLU agrees to accept and to deposit these papers and related materials and furniture in the Library of CLU. Congressman Gallegly has not decided at this time whether he will make a future gift of these papers and related materials and furniture to CLU. At the time such gift is made, if ever, ownership of the papers and related materials shall transfer to CLU, pursuant to the terms of the transfer document, upon acceptance by CLU.

Upon receipt of the papers and related materials, the Library of CLU will arrange, preserve, and catalog said papers and related materials according to generally accepted principles of archival administration and practice. When ownership of the papers and related materials and furniture is transferred, if ever, to CLU, the Library will continue to provide the necessary care and maintenance of these materials in order to ensure their continued availability for scholarship.

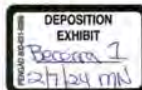
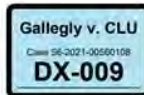
While these materials are on deposit at CLU, they shall be subject to the following conditions:

1. CLU shall extend to this material the same protective care as is extended to other archival material owned by CLU.

2. CLU may use these deposited materials in service to the public, subject to any special restrictions applied by CLU to such material, and in accordance with the policies and procedures of the Library of CLU. Access to materials in the collection will be limited to the Library's primary clientele and to other qualified individuals using the materials for serious or scholarly purposes. The Library or the Depositor may impose further restrictions in cases where specific items are deemed sensitive.

3. This is a deposit only of the Archival Collection and furniture. Depositor reserves title to the materials and all rights and interests in and to all of the literary or other property so deposited, including the rights of reproduction and publication. All literary and other rights to which the depositor is entitled throughout the world under copyright, common law or other laws now existing are retained by Depositor.

1428044.3
249/203



①

DX-009 (Page 1 of 2)

January 2, 2013

GIFT AGREEMENT

GIFT AGREEMENT

Congressman Elton Gallegly (sometimes referred to hereafter as "Donor") agrees to gift and California Lutheran University ("CLU") agrees to accept certain papers and related materials and furniture of Congressman Gallegly, as described below, this 5 day of October, 2017.

These papers include correspondence, papers, notebooks, files, records, slides, awards, photographs, and related materials from the archival legislative collection (the "Archival Collection") embodying the 26 year Congressional career of Congressman Gallegly of which Donor is the sole and absolute legal owner with full right and authority to enter into this Gift Agreement and to grant the rights granted herein. In addition, Donor shall transfer to CLU the credenza and furniture from his congressional office. CLU agrees to accept and hold the Archival Collection and furniture (collectively "Materials") in the Library of CLU.

1. Donor hereby irrevocably assigns, transfers and gives to CLU all of his right, title and interest in and to the Archival Collection and all of the literary or other property so assigned, including the rights of reproduction and publication. All copyright, literary and other rights in and to the Materials to which Donor is entitled throughout the world under copyright, common law or other laws now existing are assigned to CLU by Donor. To the extent that any copyright rights of the Donor may be shared with others, Donor hereby assigns to CLU all of his right, title and interest in said copyrights and waives and releases all such rights, whether partial or complete.

2. To the extent that any copyright rights may be shared with others and notwithstanding the Fair Use Rights, Donor grants to CLU a nonexclusive, royalty-free, perpetual license to:

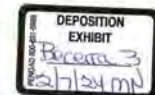
(a) Make copies of the Archival Collection for purposes of preservation and creation of a usable archival copy and to permit others to make copies of the Archival Collection consistent with the Fair Use Rights.

(b) Display and reproduce the Archival Collection in exhibitions, catalogs, University publications or advertisements both on and off campus.

(c) Digitize the Archival Collection or use any technological substitute the CLU Library deems appropriate to preserve and provide access to the Archival Collection.

(d) Provide unrestricted access to and use of the Archival Collection, including Internet or other wireless or digital access to the Archival Collection.

3. Donor shall indemnify, defend and hold CLU harmless from any losses, claims, damages, awards, penalties or injuries incurred, including reasonable attorneys' fees and costs, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of access to and use of the Archival Collection.



②

DX-046 (Page 1 of 2)

October 4, 2017

And One Letter Agreement

Elton and Janice Gallegly

EXHIBIT
2

April 27, 2018

Ms. Kristina Calara
Vice President
California Lutheran University
60 W. Olsen Road, #1675
Thousand Oaks, CA 91360

Dear Kristina:

This letter confirms that the personal property described hereafter is on loan to CLU Elton and Janice Gallegly Center for Public Service and Civic Engagement and remains my property that can be retrieved at any time by me, my authorized representative or my estate. My personal property on loan to CLU includes:

- Personal desk and chair
- Pictures
- Plaques
- Other related memorabilia

Kindest regards,
Elton Gallegly (4/27/2018)
Elton Gallegly

Kristina Calara 10/10/2018
California Lutheran University Representative

Gallegly v. CLU
Case 56-2021-00560108
DX-073

DEPOSITION
EXHIBIT
Pecora
2/7/24 DM

Vista Hermosa, Simi Valley, CA 93065

DX-073 (Page 1 of 1)

2
CLU_000744

Roadmap

- I. Parol Evidence: It Was Poor Quality Evidence
- II. Specificity Required For Declarations Was Missing
- III. The Court Should Declare CLU's Obligations Were Met
 - a. The Archives: Accomplished
 - b. The Office: Accomplished
 - c. Speakers: Accomplished Subject To Endowment
 - d. Fellowships: Accomplished Subject To Endowment
- IV. The Galleglys Are Not Entitled To Equity
- V. No Accounting Issues Remain

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c. Speakers: Accomplished Subject To Endowment

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IV. The Galleglys Are Not Entitled To Equity

V. No Accounting Issues Remain

Why Do The Galleglys Advocate Parol Evidence?

- **Replica Office:** Not in any agreement
- **Digital Archives:** Not in any agreement
- **Fellowships:** Subject to Deposit Agreement's \$3M Endowment
- **Speakers:** Subject to Deposit Agreement's \$3M Endowment

The Sophistication Of Mr. Gallegly

**Did the Galleglys expressly obtain
all they bargained for?**

Mr. Gallegly Is An Experienced Businessman

- Successful Real Estate Agent
- Council Member For Simi Valley
- Mayor Of Simi Valley
- Elected Congressman For Decades

He Is An Expert Negotiator



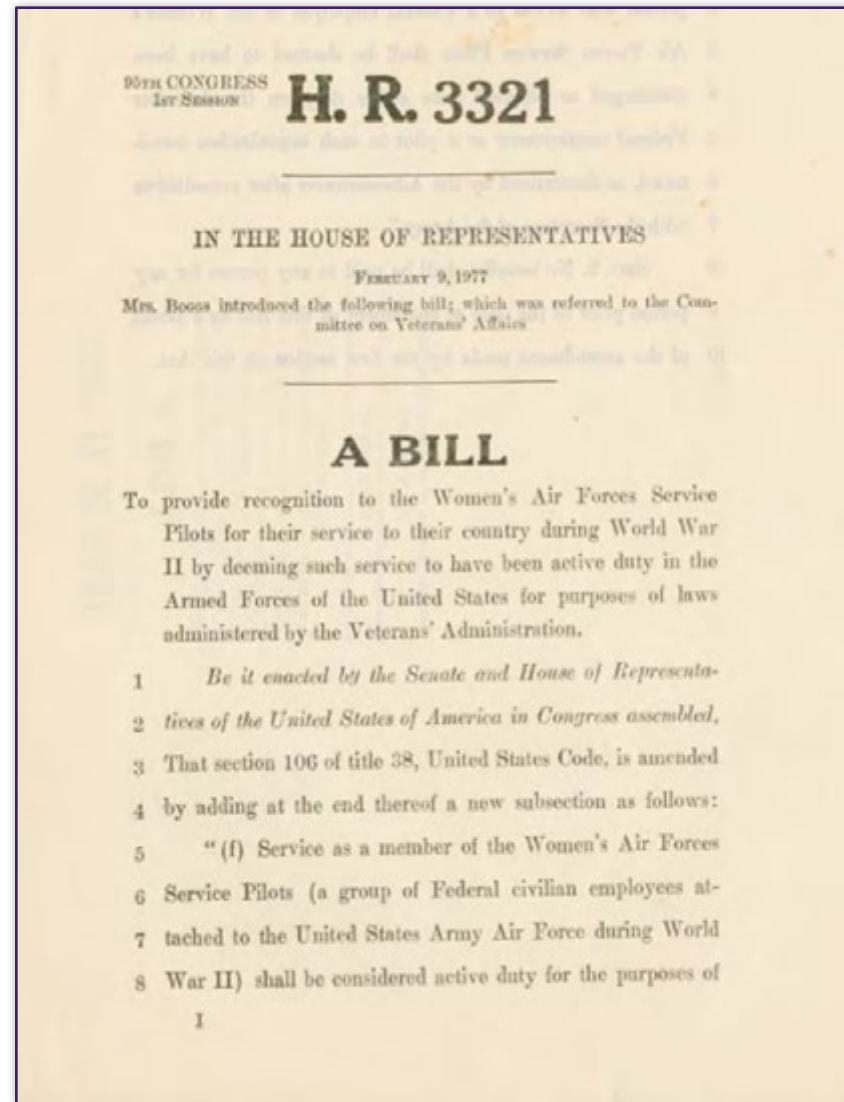
Elton Gallegly

Q. But my point is you've had decades of experience negotiating over international issues on the world stage; that's a true statement, isn't it?

A. That's fair.

Trial Transcript Day 5 at 628:28-629:3

Mr. Gallegly Drafted Legislation With Specificity



He Is An Expert Drafter



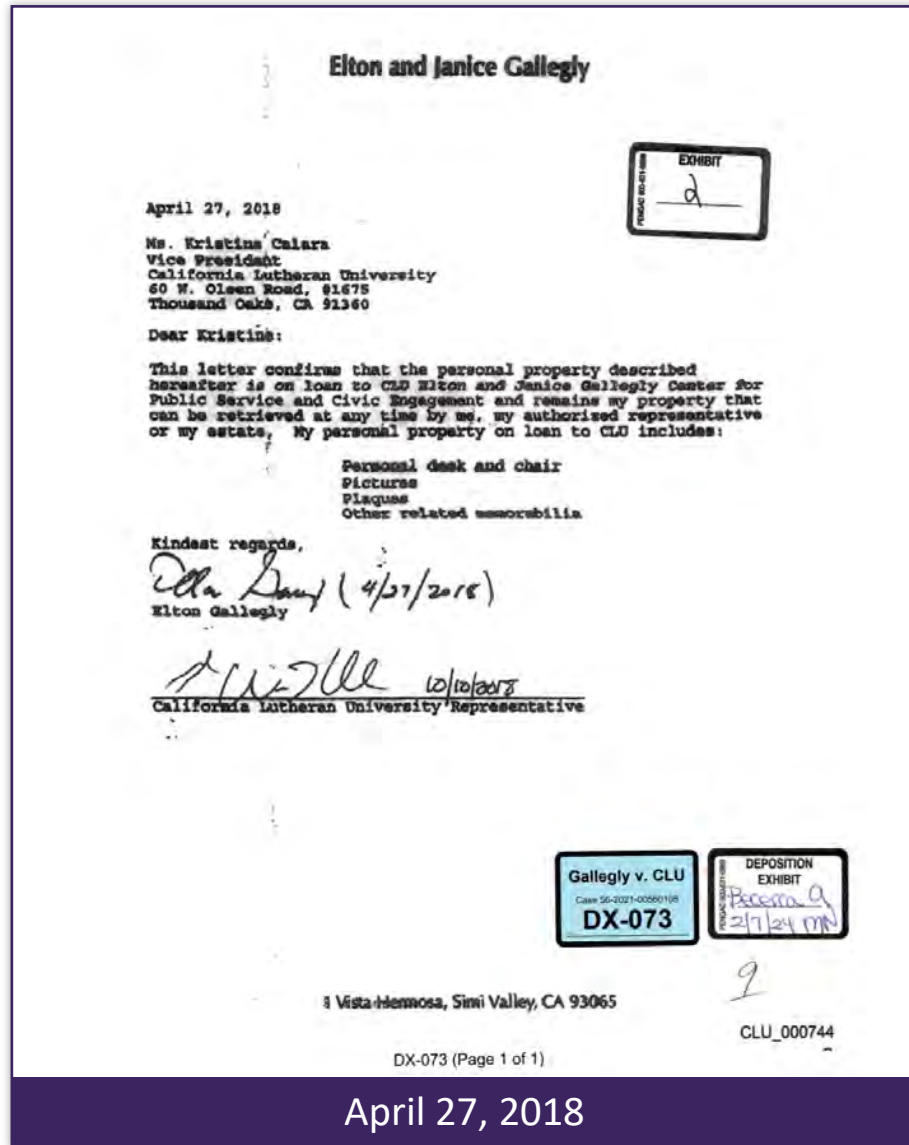
Elton Gallegly

Q. Would you agree with me that when you were drafting bills, that you wanted to be as precise in your language as you could be?

A. In order to be effective, yes.

Trial Transcript Day 5 at 630:4-7

Mr. Gallegly Should Not Need Parol Evidence



Q. When you wanted ownership of your furniture, you were able to write a very specific contract that was signed and dated by the parties, correct?

A. Yes.

Trial Transcript Day 5 at 643:20-23

April 27, 2018

Mr. Gallegly Can Write A Very Specific Contract

Elton and Janice Gallegly

April 27, 2018

Ms. Kristina Calara
Vice President
California Lutheran University
60 W. Olsen Road, #1675
Thousand Oaks, CA 91360

Dear Kristina:

This letter confirms that the personal property described hereafter is on loan to **CLU Elton and Janice Gallegly Center for Public Service and Civic Engagement** and remains my property that can be retrieved at any time by me, my authorized representative or my estate. My personal property on loan to CLU includes:

Personal desk and chair
Pictures
Plaques
Other related memorabilia

Kindest regards,
Elton Gallegly (4/27/2018)
Elton Gallegly

[Signature] 10/10/2018
California Lutheran University Representative

Gallegly v. CLU
Case 96-2021-00560108
DX-073

DEPOSITION
EXHIBIT
9
2/7/24 MM

1 Vista Hermosa, Simi Valley, CA 93065

DX-073 (Page 1 of 1)

CLU_000744

April 27, 2018

Elton and Janice Gallegly

April 27, 2018

Personal desk and chair
Pictures
Plaques
Other related memorabilia

Kindest regards,
Elton Gallegly (4/27/2018)
Elton Gallegly

[Signature] 10/10/2018
California Lutheran University Representative

DX-73 at 1

The Galleglys Made This Case About Everything Allegedly Not Written

- Obligations That Supposedly Last Forever
- Duties That Cost Hundreds Of Thousands Of Dollars
- None Recorded In A signed Contract

MSJ: Integrated Agreements

SUPERIOR COURT OF CALIFORNIA, COUNTY OF VENTURA
Superior Court of California, County of Ventura, Hall of Justice, Department 42

202100560108CUBC

Elton William Gallegly vs. California Lutheran University

May 21, 2024

1:29 PM

Judge: Honorable Henry J. Walsh
Judicial Secretary: Cindy Duitsman
CSR: None

APPEARANCES:

NATURE OF PROCEEDINGS: Ruling on Submitted Matter - Motion for Summary Judgment/Summary Adjudication

The Court, having taken the Motion for Summary Judgment/Summary Adjudication under submission on 05/09/2024, now rules as follows:

Defendants' motion for summary judgment is denied. Defendants' motion for summary adjudication is granted as to issues 10, 14, and 18. Defendants' motion for summary adjudication is denied as to issues 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 15, 16 and 17.

For purposes of this motion only:

Defendants' Material Facts which are undisputed: 1, 2, 3, 4, 7, 9, 10, 11, 12, 13, 16, 17, 18, 19, 20 (but "substituted" should be "superseded"), 21, 22, 23, 24, 25, 27, 28, 29, 30, 32, 33, 35, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 49, 50, 53, 55, 59, 66, 67, 70, 79, 80, 81, 83, 85, 86, 87, 88, 89, 90 (but "substituted" should be "superseded"), 91, 92, 93, 94, 96, 97, 98, 100, 101, 103, 108, 109, 110, 111, 113, 114, 115, 119, 120, 121, 122, 123, 125, 126, 127 (but "substituted" should be "superseded"), 128, 129, 130, 131, 133, 134, 135, 137, 138, 140, 141, 142, 145, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 159, 160, 164, 166, 170, 177, 178, 181, 182, 183, 189, 190, 191, 192, 194, 195, 200, 201, 205, 206, 207, 208, 209, 211, 212, 213 (but "substituted" should be "superseded"), 214, 215, 217, 219, 220, 221, 223, 224, 227, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 241, 242, 246, 248, 252, 259, 260, 263, 264, 265, 266, 271, 272, 273, 274, 276, 277, 285, 286, 287, and 291.

Defendants' Material Facts which are disputed but established: 8, 14 (to "fund the operation of the Gallegly Center"), 15, 31, 34, 36, 51, (only as to Elton Gallegly), 54, 57, 58, (as to single accounting, not multiple), 61, 63, 64, 65, 72 (only as to letters and flyer), 76, 95, 99, 102, 105, 106, 107, 112, 118, 124 (to "fund the operation of the Gallegly Center"), 122, 136, 139, 143, 161 (only as to Elton Gallegly), 165, 168, 172, 174, 175, 176, 180, 184, 185, 196 (only as to Elton Gallegly), 199, 204, 210 (to "fund the operation of the Gallegly Center"), 216, 218, 222, 225, 228, 243, (only as to Elton Gallegly), 147, 250, 254, 256, 257, 258, 262, 267, 278 (only as to

Minute Order

Page 1 of 7

Issue No. 10 - The Deposit and Gift Agreements superseded all prior agreements: The parole evidence rule provides that terms set forth in an integrated writing "may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement." *Employers Reinsurance*, pg. 920.

Granted as to Issue No. 10.

MSJ Minute Order at 5

May 21, 2024

Witnesses Prior To Deposit Agreement

Chris Kimball



Steve Wheatly



Elton Gallegly



Janice Gallegly



November 2012 Meeting: No Decisions



Elton Gallegly



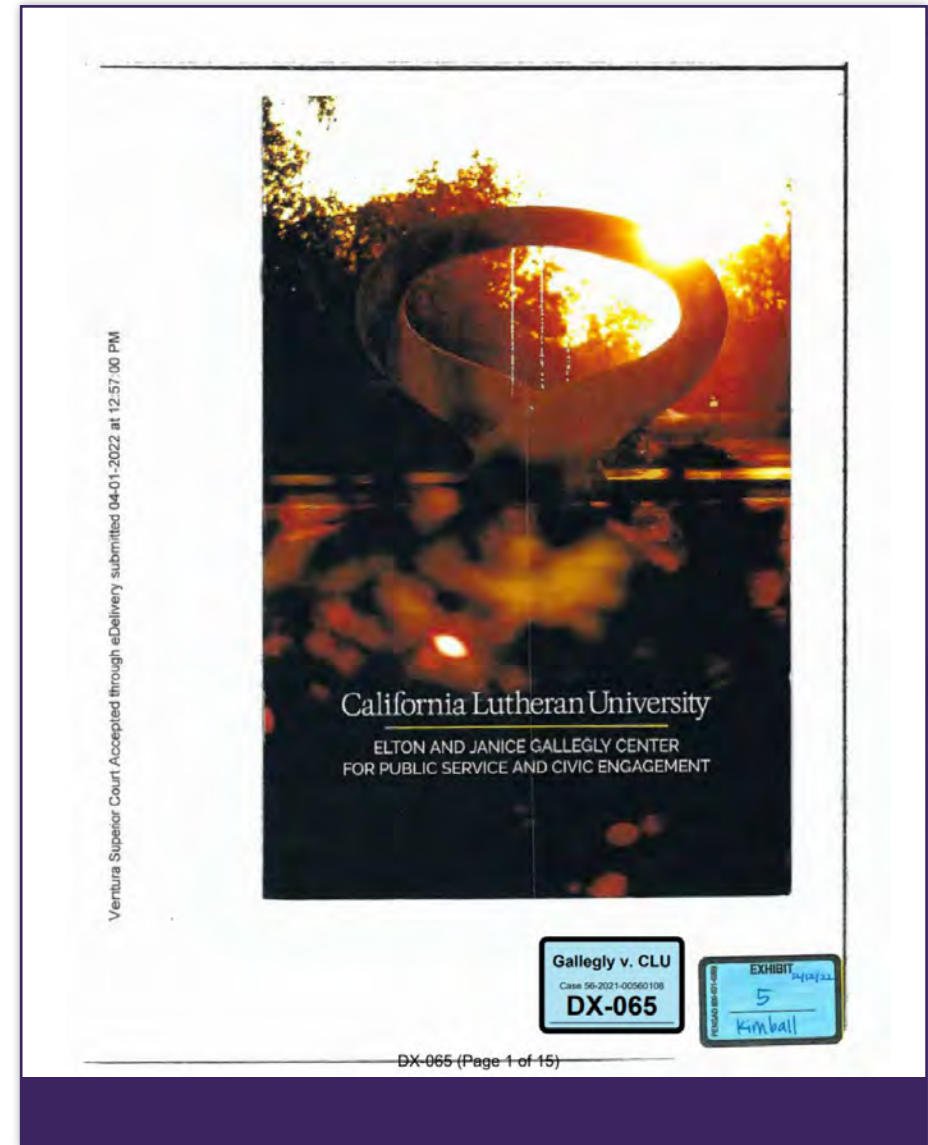
Janice Gallegly

Q. Okay. And you'll correct me if I'm wrong. I think you also said yesterday, at least as of the conclusion of that November meeting, that as far as you and your wife were concerned, no decisions had been made yet?

A. That's correct.

Trial Transcript Day 5 at 630:25-631:1

What About These Brochures?



The Brochures Were Sizzle Packages



Steve Wheatly

Q. Could you take a minute and look at Exhibit 2, please, and just generally just describe what it is.

In fundraising parlance, it's called the "sizzle package" or "case statement." This was the first of several

Trial Transcript Day 1 at 70:18-19, 70:24-25

The Brochures Were Inspirational And Aspirational



Lori Varlotta

Q. You would agree, would you not, that the brochures are used to basically provide information based upon which donors wish to donate funds to the university?

A. During my 39 years in higher education, I have always --

Q. My question is a yes-or-no question.

A. It's not that simple. There are inspirational and aspirational pieces. They are meant to inspire donors to give so that the institution can bring to fruition the goals or the program it aspires to create through donations.

Trial Transcript Day 4 at 489:27-490:7

The Second Brochure Was Printed By May Of 2018



Elton Gallegly

Q. Is it true that this brochure was created prior to the dedication so it could be handed out to the folks who attended the dedication?

A. Yes.

Trial Transcript Day 5 at 645:9-12

The Best And Most Probative Parol Evidence

Elton and Janice Gallegly

August 20, 2018

AUG 20 2018



Mr. President Kimball
California Lutheran University
60 West Olsen Road
Thousand Oaks, CA 91360

Dear Mr. President,

For the past three days Janice and I have worked diligently to address all of the issues referred to as Expectations. First of all I appreciate that you made it clear that these "expectations" were from what I understand a small select group of your staff and faculty. It is clear who most are – but before we go over this groups list of expectations, I ask you to review the following and give us an honest evaluation.

Mr. President, let's review the stated priorities of the University for the Center. Remember the University came to us and worked to encourage us for three months to join the University with many promises, and that the Center, replica office and location on campus was 100% the idea of the University.

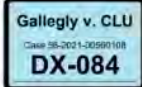
First – We have funded more than the number of fellowships than our stated goal and ahead of schedule. In fact, our first event in 2013 netted \$111,000 – enough to fund 3 years of fellowships.

Second – We completely funded and completed a beautiful Center that is a real addition to the campus. We had a ribbon cutting that many have said was better attended than any other in recent history or maybe ever.

Third – Regarding the Speakers Series, our inaugural speaker Condoleezza Rice was clearly one of the most sought after speakers in America and the envy of any university – small or large – filled the Gilbert Center with student body and people from all over Ventura County and beyond.

We have accomplished every one of our designated objectives of the Center with great pride. All except the first priority that the University spelled out at the onset – The archives – that too is an expectation by all those who truly support the Center.

Janice and I ask if you would please grade our effort and performance. Hope you agree all of the above over a \$million for the University after your staff (at the onset of our discussions on the Center) in your presence and acknowledged by you said our responsibility was not to have to raise a penny or make a call – just give names of some of our major donors. I only mention this to make a point that we believe in



1 Vista Hermosa, Simi Valley, CA 91061

DX-084 (Page 1 of 6)

CLU_000370

Now, as it relates to the "Expectations" that come from your staff and faculty. While I welcome your suggestions, please understand that we cannot agree to any Expectations that are inconsistent with the terms of the Deposit Agreement signed by CLU on January 2, 2013 and the Gift Agreement signed by you on October 4, 2017. I respectfully request that CLU comply with the terms of these two agreements and immediately commence cataloging and digitizing my Congressional

Also enclosed is my memorandum making observations on other matters that need to be addressed by CLU and corrected. We understand that all Expectations must be consistent with the governing Deposit and Gift Agreements. After you have had a

DX-84 at 2

August 20, 2018

The Best And Most Probative Parol Evidence

Elton and Janice Gallegly

August 20, 2018

AUG 20 2018

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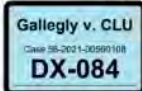
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1 Vista Hermosa, Simi Valley, CA 91361

CLU_000370

DX-084 (Page 1 of 6)

We will continue to live up to our contract to HELP the University raise funds as represented in the Deposit Agreement. Please keep in mind we saved \$950,000 on

Our original agreement as stated in the Deposit Agreement (a copy of which is attached hereto) dated 2012 was to join CLU in this campaign fundraising goal.... not have to do it alone.

DX-84 at 3

August 20, 2018

The Best And Most Probative Parol Evidence

Elton and Janice Gallegly

August 20, 2018

AUG 20 2018



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California Lutheran University
60 West Olsen Road
Thousand Oaks, CA 91360

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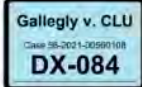
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DX-084 (Page 1 of 6)

CLU_000370

In both the Deposit Agreement and Gift Agreement CLU states "CLU agrees to accept and to deposit these papers and related materials in the Library of CLU. Upon receipt of the papers and related materials, the Library of CLU will arrange, preserve and catalog said papers and related materials according to generally accepted principles of archival administration and practice. CLU shall extend to this material the same protective care as is extended to other archival material owned by CLU."

As stated above, the documents awaiting archival should be moved from StorCal Self Storage to the Gallegly Center, and according to both the original Deposit Agreement and Gift Agreement "the Library will continue to provide the necessary care and maintenance of these materials in order to ensure their continued availability for scholarship."

DX-84 at 5

August 20, 2018

What Conclusions Should The Court Draw From Parol Evidence?

Nothing

The Court should read and apply
the written agreements

One Exception To The Quality Of Parol Evidence



Authentic, Smart, Honest and Reliable: Competing Experts Agree

Roadmap

I. Parol Evidence: It Was Poor Quality Evidence

II. Specificity Required For Declarations Was Missing

III. The Court Should Declare CLU's Obligations Were Met

a. The Archives: Accomplished

b. The Office: Accomplished

c. Speakers: Accomplished Subject To Endowment

d. Fellowships: Accomplished Subject To Endowment

IV. The Galleglys Are Not Entitled To Equity

V. No Accounting Issues Remain

The Galleglys' Burden Of Proof

Clear and Convincing:

California Probate Code § 15207, subd. (a), (b)

- (a) The existence and terms of an oral trust of personal property may be established only by clear and convincing evidence.
- (b) The oral declaration of **the settlor**, standing alone, is not sufficient evidence of the creation of a trust of personal property.

The Galleglys' Burden Of Proof

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The Galleglys' Burden Of Proof

Clear and Convincing:

California Probate Code § 15207, subd. (a), (b)

- (a) The existence and terms of an oral trust of personal property may be established only by clear and convincing evidence.
- (b) The oral declaration of Elton Gallegly, standing alone, is not sufficient evidence of the creation of a trust of personal property.

The Galleglys' Fourteen Witnesses

Day 1



Day 2



Day 3



Day 4



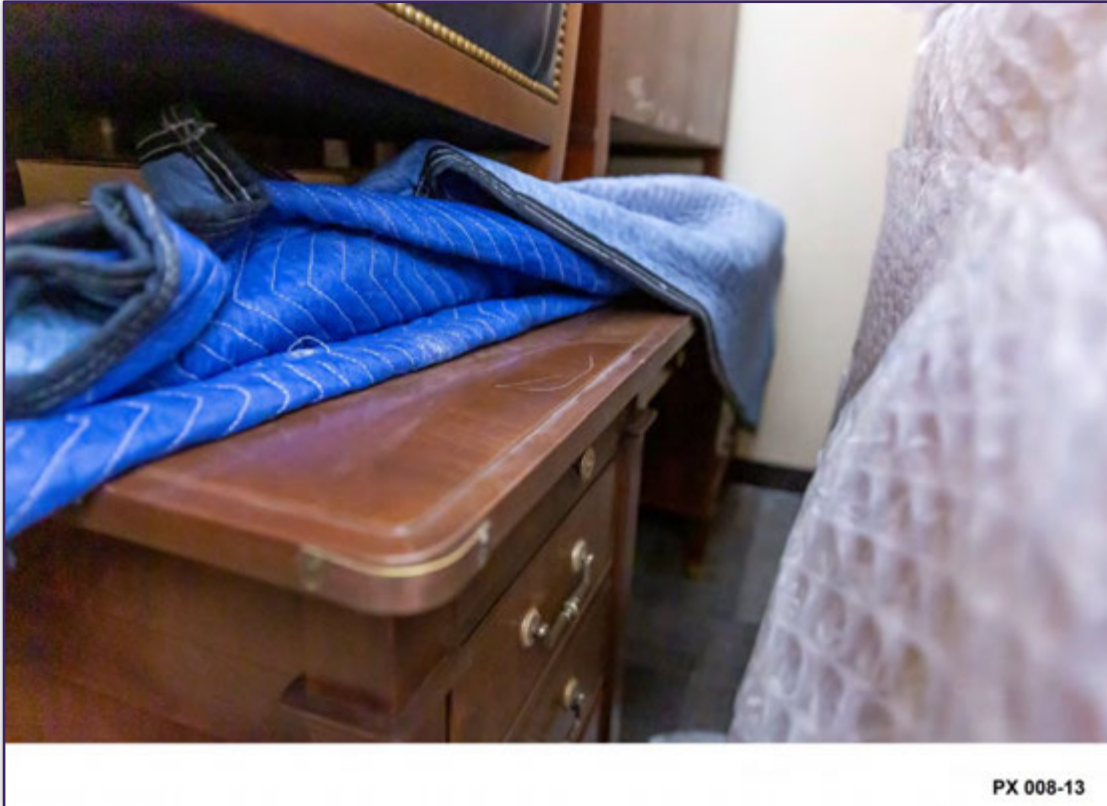
Mr. Beigh



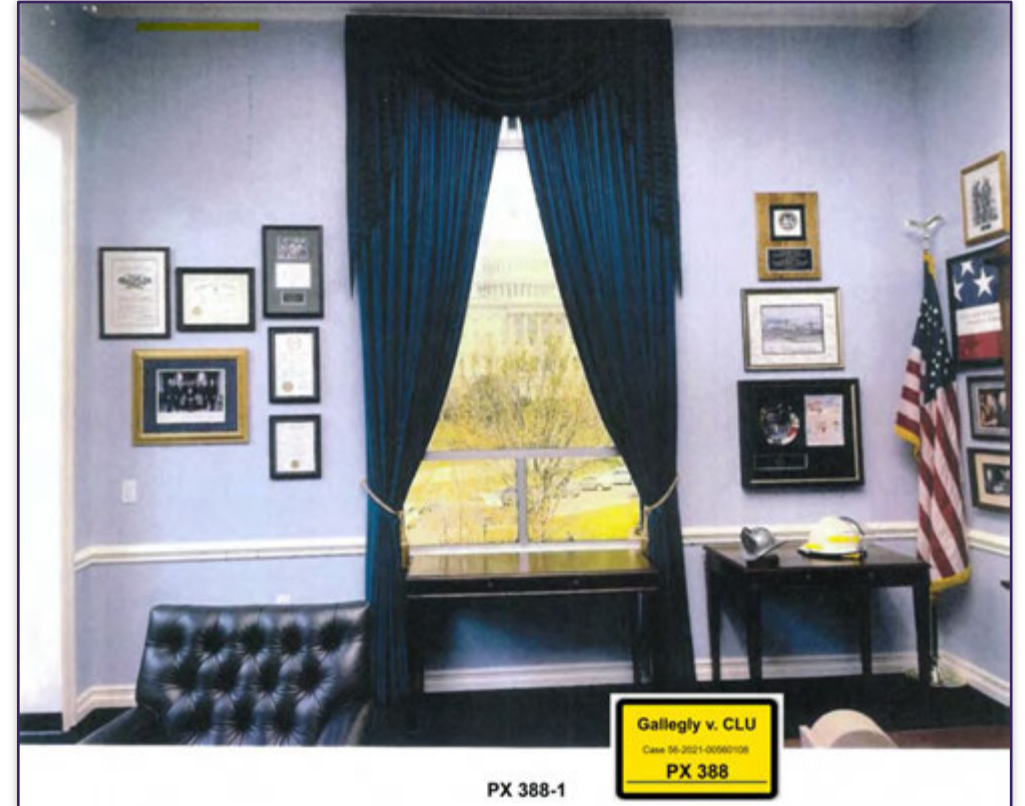
Day 5



Scratches And Windows



PX-8 at 13



PX-388 at 1

The Court Deserves Specificity

“Plaintiff’s vague demand for declaratory relief amounts to nothing more than a request that the court devise some means of obtaining payment of his bonds, and was properly refused.”

26 Cal. Jur. 3rd Declaratory Relief § 74, citing Clough v. Compton-Delevan Irr. Dist., 12 Cal. 2d 385, 389, 85 P.2d 126, 128 (1938)

Going Outside Of The 3 Written Agreements, What Could The Court Declare?



Roadmap

- I. Parol Evidence: It Was Poor Quality Evidence
- II. Specificity Required For Declarations Was Missing
- III. The Court Should Declare CLU's Obligations Were Met**
 - a. The Archives: Accomplished**
 - b. The Office: Accomplished
 - c. Speakers: Accomplished Subject to Endowment
 - d. Fellowships: Accomplished Subject to Endowment
- IV. The Galleglys Are Not Entitled To Equity
- V. No Accounting Issues Remain

Papers Were Never Damaged



Timothy Knapp

Q. And, in fact -- in fact, when you, you individually, looked at these boxes, you were able to determine that there was no damage to the contents of the boxes; isn't that right?

A. I believe that's correct.

Q. So among the things that you did with these boxes -- I want to make sure I understand it -- you rehoused all the documents into new and better boxes; isn't that right?

A. That's correct.

Trial Transcript Day 1 at 138:27-139:6

Boxes Were Never Lost



Nicholas Lawrence

Q. So what does that mean "boxes eliminated"? And then by that, I mean explain to the Court what was in the boxes and why they were eliminated.

A. These boxes typically were half full or even less full, so they were -- so the collection had been condensed. So these were just extra boxes that had been left over after the collection had been picked up.

Q. To your knowledge, were there any meaningful records of Congressman Gallegly that had been lost or misplaced at during your part of this process?

A. No.

Trial Transcript Day 6 at 854:6-16

Deposit Agreement - Archives

DEPOSIT AGREEMENT

Congressman Elton Gallegly (sometimes referred to hereafter as "Depositor") agrees to deposit and California Lutheran University ("CLU") agrees to accept on deposit certain papers and related materials and furniture of Congressman Gallegly.

These papers include correspondence, papers, notebooks, files, records, slides, awards, photographs, and related materials from the archival legislative collection (the "Archival Collection") embodying the 26 year Congressional career of Congressman Gallegly to which the Depositor has title at this time. In addition, Depositor shall provide on deposit the desk contents and furniture from his congressional office. CLU agrees to accept and to deposit these papers and related materials and furniture in the Library of CLU. Congressman Gallegly has not decided at this time whether he will make a future gift of these papers and related materials and furniture to CLU. At the time such gift is made, if ever, ownership of the papers and related materials shall transfer to CLU, pursuant to the terms of the transfer document, upon acceptance by CLU.

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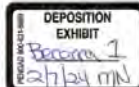
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3. This is a deposit only of the Archival Collection and furniture. Depositor reserves title to the materials and all rights and interests in and to all of the literary or other property so deposited, including the rights of reproduction and publication. All literary and other rights to which the depositor is entitled throughout the world under copyright, common law or other laws now existing are retained by Depositor.

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DX-009 (Page 1 of 2)

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1. CLU shall extend to this material the same protective care as is extended to other archival material owned by CLU.

DX-009 at 1

January 2, 2013

Gift Agreement - Archives

GIFT AGREEMENT

Congressman Elton Gallegly (sometimes referred to hereinafter as "Donor") agrees to gift and California Lutheran University ("CLU") agrees to accept certain papers and related materials and furniture of Congressman Gallegly, as described below, this 3 day of October, 2017.

These papers include correspondence, papers, notebooks, files, records, slides, awards, photographs, and related materials from the archival legislative collection (the "Archival Collection") embodying the 26 year Congressional career of Congressman Gallegly of which Donor is the sole and absolute legal owner with full right and authority to enter into this Gift Agreement and to grant the rights granted herein. In addition, Donor shall transfer to CLU the credenza and furniture from his congressional office. CLU agrees to accept and hold the Archival Collection and furniture (collectively "Materials") in the Library of CLU.

1. Donor hereby irrevocably assigns, transfers, and gives to CLU all of his right, title and interest in and to the Archival Collection and all of the literary or other property so assigned, including the rights of reproduction and publication. All copyright, literary and other rights in and to the Materials to which Donor is entitled throughout the world under copyright, common law or other laws now existing are assigned to CLU by Donor. To the extent that any copyright rights of the Donor may be shared with others, Donor hereby assigns to CLU all of his right, title and interest in said copyrights and waives and releases all such rights, whether partial or complete.

2. To the extent that any copyright rights may be shared with others and notwithstanding the Fair Use Rights, Donor grants to CLU a nonexclusive, royalty-free, perpetual license to:

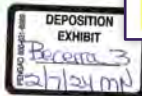
(a) Make copies of the Archival Collection for purposes of preservation and creation of a usable archival copy and to permit others to make copies of the Archival Collection consistent with the Fair Use Rights.

(b) Display and reproduce the Archival Collection in exhibitions, catalogs, University publications or advertisements both on and off campus.

(c) Digitize the Archival Collection or use any technological substitute the CLU Library deems appropriate to preserve and provide access to the Archival Collection.

(d) Provide unrestricted access to and use of the Archival Collection, including Internet or other wireless or digital access to the Archival Collection.

3. Donor shall indemnify, defend and hold CLU harmless from any losses, claims, damages, awards, penalties or injuries incurred, including reasonable attorneys' fees and costs, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of access to and use of the Archival Collection.



DX-046 (Page 1 of 2)

October 3, 2017

2. To the extent that any copyright rights may be shared with others and notwithstanding the Fair Use Rights, Donor grants to CLU a nonexclusive, royalty-free, perpetual license to:

(c) Digitize the Archival Collection or use any technological substitute the CLU Library deems appropriate to preserve and provide access to the Archival Collection.

6. The Library of CLU will arrange, preserve, and catalog the Archival Collection according to generally accepted principles of archival administration and practice. The Library of CLU will continue to provide care and maintenance of these materials in order to ensure their continued availability for scholarship.

DX-046 at 1, 2

Issue No. 2 - CLU has met its obligations to Plaintiffs regarding Plaintiffs' Gift - From the O'Hern-Crook declaration. It appears that CLU has met its obligations under the express letter of the Gift Agreement - to preserve Mr. Gallegly's Congressional Archive with generally accepted principles of archival administration and practice. The record shows that CLU President Varlotta

May 21, 2024

Digital Was Not Required



Chris Kimball

Q. Okay. Dr. Kimball, you told us your understanding of what archiving is and the process required for archiving. You've also stated your understanding of what digital archiving is.

When you signed this agreement, did you believe that digital archiving would be required to satisfy paragraph 6?

A. Required?

Q. Required.

A. No.

Trial Transcript Day 3 at 398:15-22

Digital Was Not The Norm



Chris Kimball

Q. If you know, is digital archiving the norm for university archives?

A. In my experience, it is not the norm.

Trial Transcript Day 3 at 400:2-4

Digital Was Never Promised



Chris Kimball

Q. Did you ever promise the plaintiffs, Elton or Janice Gallegly, that CLU would digitally archive their archival material regardless of cost?

A. No.

Trial Transcript Day 3 at 401:9-12

Dr. Varlotta Relied On The Text



Lori Varlotta

Q. You did know that the university had an obligation to archive them at the time?

A. I had read both the deposit agreement and the gift agreement. Both predated my arrival. And my understanding of both was that the university was obligated to arrange, preserve, and catalog the collection, according to generally-accepted archival principles, and that was an obligation that we had.

Trial Transcript Day 4 at 477:26-478:4

The Galleglys' Expert Defines G.A.P.



Nicholas Lawrence

Q. Now, I'm going to ask a more particular question, Mr. Lawrence.

Based on your education or your experience or both, how do you have an understanding of this phrase "Generally accepted principles of archival administration and practice"?

A. I understand it to mean specific principles or generalized best practices within the industry that are used by archivists around the country and around the world.

Q. Have you had training in that standard?

A. Yes, I have.

Q. Have you practiced that standard?

A. Yes, I have.

Q. Did you practice that standard with CLU?

A. Yes, I did.

Q. So I'll ask you, again, does that standard necessarily include a digital component of it?

A. It does not.

Trial Transcript Day 6 at 843:19-844:7

O'Hern-Crook Defines G.A.P.



Organized



Safe



Available for Research

Digital

The Percentage



Megan O'Hern-Crook

1%

**Percentage of
Reagan Library digitized
...after 36 years**

Paper Is Safer



Megan O'Hern-Crook

- Bit Rot
- Inadvertent Deletions
- Corruptible Files

The Gallegly Paper Archives Need To Be Kept
Whether Or Not Digitized

The Heritage Werks Decision



Lori Varlotta

Q. And what was the result of that internal review process with respect to the Heritage Werks agreement?

A. The result was that members who were advising me, again, the CFO, the provost, Natasha Baker, for sure -- there may have been others, but those were the main ones -- advised me that the risk the university would incur was very high. And I was advised not to sign the contract because the risk of exposure was higher than any of the three -- of my advisees felt was reasonable.

Q. Did that decision have anything to do with the Tolling Agreement?

A. Absolutely not.

Q. Did that decision have anything to do with the lawsuit or the threat of a lawsuit?

A. Absolutely not.

Trial Transcript Day 4 at 530:18-531:3

The Heritage Werks Decision



Leanne Nielson

- CLU wanted to sign
- Staggered in phases
- Unsolvable Issues with Insurance and Other Terms and Conditions

Future Costs Beyond \$350,000



Nicholas Lawrence

Q. So are there costs that are associated with maintaining a digital archive beyond the initial digitalization?

A. Yes.

Q. And, in fact, in the bottom paragraph of your report you say: "Financial costs are extremely high."

Do you see that?

A. Yes.

Q. So what are the additional costs of a digital archive beyond the initial gargantuan task of digitalization?

A. The main costs would be maintaining the digital collection, not only in your institution's digital infrastructure, but it's best practice to have multiple copies in separate geographical locations to maintain those files.

Other practices -- other costs would include what's called a checksum for fixity, which means making sure that the bitcodes of every file are exact and are remained intact, otherwise they are prone to corruption.

Trial Transcript Day 6 at 857:25-858:13

Were The Archives Arranged? Yes



DX-473 at 1

Were The Archives Preserved? Yes

Before



DX-472 at 1

After




DX-473 at 4

Were The Archives Cataloged? Yes

7/9/24, 9:44 PM

Gallegly (Elton W.) records, 1987-2013



<https://oac.cdlib.org/findaid/ark:/13030/c8h98c0/>
No online items

Finding aid for Gallegly (Elton W.) records, 1987-2013 CLU001

Finding aid prepared by Nicholas Lawrence, December 2022.
This finding aid was made possible in part through funding from the Elton & Janice Gallegly Center for Public Service and Civic Engagement.
Pearson Library at California Lutheran University
December 2022

60 West Olsen Road
Thousand Oaks, CA 91360
Phone: (805) 403-3037
Email: CLUlibrary@cal Lutheran.edu
URL:

Contributing Institution: California Lutheran University

Title: Gallegly (Elton W.) records

Identifier/Call Number: CLU001

creator: Gallegly, Elton, 1944-

Physical Description: 436.97 Cubic Feet (359 boxes)

Date (inclusive): 1987-2013

Abstract: The Gallegly (Elton W.) records contain correspondence, reports, bills, testimonials, memorandums, invoices, photographs, newspaper clippings, videotapes and other ephemera collected by the offices of Representative Elton Gallegly (1944-) over his twenty-six years of service to the House of Representatives for Ventura County (1987-2013). These records highlight core congressional functions, meetings, votes and administrative operations.

Physical Location: Stored on-site at the Elton & Janice Gallegly Center for Public Service and Civic Engagement, at Pearson Library. Available for access by appointment only. Please contact Pearson Library regarding all questions or appointment requests.

Language of Material: English

Conditions Governing Access:
The Gallegly records are open for research and are stored on campus at the Elton & Janice Gallegly Center for Public Service and Civic Engagement, located at Pearson Library. Some materials containing confidential information are restricted from public use. Access to this collection is available by appointment only, which must be made in advance of planned date of use. For inquiries, or to request an appointment, please visit Pearson Library's Special Collections page or contact Pearson Library at CLUlibrary@cal Lutheran.edu.

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Preferred Citation:
[Identification of item]. Gallegly, Elton W. records, 1987-2013. Collection CLU001. California Lutheran University. Pearson Library (Thousand Oaks, CA).

Provenance/Source of Acquisition:
Elton Gallegly; gift; 2017

Processing Information:
Collection processed by Nicholas Lawrence, 2022.

Collections acquired by Pearson Library are processed under the practice of more product, less process (MPLP) to prioritize user accessibility and searchability. Arrangement and description practices are conducted in compliance with current archival practice standards including DACS and EAD. Any questions regarding holdings, arrangement or finding aid descriptions may be brought to the attention of Pearson Library staff onsite or at CLUlibrary@cal Lutheran.edu.

Biographical Profile:
https://oac.cdlib.org/findaid/ark:/13030/c8h98c0/finding_aid_text/

Gallegly v. CLU
Case No. 23-cv-00001
DDX 1005

1/14

Roadmap

- I. Parol Evidence: It Was Poor Quality Evidence
- II. Specificity Required For Declarations Was Missing

III. The Court Should Declare CLU's Obligations Were Met

- a. The Archives: Accomplished

b. The Office: Accomplished

- c. Speakers: Accomplished Subject to Endowment
- d. Fellowships: Accomplished Subject to Endowment

- IV. The Galleglys Are Not Entitled To Equity

- V. No Accounting Issues Remain

The Museum Exhibit Behind The Velvet Rope



Dr. Varlotta Tried To Please The Galleglys



Lori Varlotta

Having worked with the Galleglys in that November prior to this and them telling me that their priority was for the archives, knowing that the archives provided the greatest opportunity for student research and engagement, the group with whom I consulted decided that the best use of the space was for the physical archives.

Trial Transcript Day 4 at 499:28-500:5

A Difficult Choice Was Made



Lori Varlotta

There was room for either the physical archives or the replica office, and we made the decision that the physical archives provided greater opportunities for student and faculty engagement because they were a research -- you know, they provided for research opportunities.

Trial Transcript Day 4 at 499:3-7

The Gift Agreement Required A Difficult Choice



Lori Varlotta

Best practices, which we're obligated through the gift agreement, say that we need to treat them as generally-accepted archival resources, which in my estimation, as an academic, are always in the library.

Trial Transcript Day 4 at 499:13-16

Was There Really A Choice? Not According To The Galleglys' Expert



Nicholas Lawrence

Q. Is it your understanding that even if they were digitized, CLU, according to best practices, would still be required to hold all of his physical records?

A. Yes.

Q. In the library?

A. Wherever it is in archival safe space to hold those.

Q. Do you know are the documents -- the last time you saw the documents, were they in an archival safe space?

A. Yes.

Q. Did you see any other place in the library that was an archival safe space to the degree of the alcove where the documents are held?

A. No.

Trial Transcript Day 6 at 852:3-15

Students And Scholars Benefitted



Lori Varlotta

Archives are in a library so they can have librarians help them pull the books, pull the boxes down. If they want to look at a certain report, the librarians are there to assist them in identifying which specific document. They are a library of resource. So I can't imagine a library resource being housed anywhere else than the library.

Trial Transcript Day 4 at 514:28-515:5

No Board Resolutions On The Office Or Archives



Scott Burns

- Is he the most qualified parliamentarian of all time?
- Board of Regents only voted on “Resolved.”
- The “Background” was never authorized by the Board of Regents.

Dr. Varlotta Knew...



Lori Varlotta

- The Gift Agreement Required The Archives To Stay In The Alcove
- The Gift Agreement Didn't Require The Replica Office To Be In The Alcove

Why?

Because The Gift Agreement Required
No Replica Office At All

Roadmap

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Deposit Agreement – Speakers

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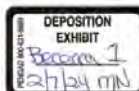
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249-1200



DX-009 (Page 1 of 2)

January 2, 2013

4. Depositor deposits these materials with the University to be used as part of and in conjunction with establishment of the Elton Gallegly Center for Public Policy and Civic Engagement on the campus of CLU (the "Gallegly Center") in accordance with the terms and

5. Depositor agrees that he will join with CLU in seeking donations of not less than Three Million Dollars (\$3,000,000) in total as an endowment to fund the operations of the Gallegly Center.

DX-009 at 2

The Dedication



Others Were Not Good Enough

Message

From: Janice Gallegly [janicegallegly@gmail.com]
Sent: 9/15/2021 2:55:21 PM
To: Young, Joan [Joan.Young@Sothebys.Realty]
Subject: Fwd: CLU Gallegly Center Speaker Series

Joanie
Elton is livid. Please read.
Janice

Begin forwarded message:

From: Anthony Pennay <apennay@reaganfoundation.org>
Subject: FW: Speaker Series
Date: September 15, 2021 at 2:00:27 PM PDT
To: "elton.w.gallegly@gmail.com" <elton.w.gallegly@gmail.com>, Janice Gallegly <janicegallegly@gmail.com>

Hello Elton and Janice,

I wanted to share with you a note I received from the folks at CalLu. Loredana hasn't been involved with the Center, but we have worked with her on (and she frequently volunteers to support) some of our other Education programming. Before responding, I wanted to send your way and get your thoughts. As you know, I joined the Advisory Board because of your relationship with and support of the Library over the years, so any further involvement by me is directly connected to my personal and our institutional relationship with you. Knowing that things are still in flux, I wanted to be sure you saw this before any action on my part.

Kind regards,

Anthony Pennay
Chief Learning Officer
The Ronald Reagan Presidential Foundation and Institute
40 Presidential Drive
Sims Valley, CA 94585
(909) 577-4156
apennay@reaganfoundation.org
reaganfoundation.org/education

In a weeklong premiere, *Somebody FBI: From Al Capone to Al Qaeda at the Ronald Reagan Presidential Library and Museum*, a brand-new 11,000 square foot exhibition unveils the history of the iconic agency from inception to its modern day efforts to keep America's freedom in the United States. This is the first time that many of these remarkable, historic artifacts and criminal evidence have been on public display together, including artifacts and case files from 9/11, the Unabomber, Son of Sam, the infamous Alcatraz escape, the Oklahoma City Bombing, and so much more.

www.ReaganFoundation.org/FBI

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From: Carson, Loredana <carson@callutheran.edu>
Sent: Thursday, September 9, 2021 10:37 AM

DX-456 (Page 1 of 3)



GALLEGLY_00003635

From: Janice Gallegly [janicegallegly@gmail.com]
Sent: 9/15/2021 2:55:21 PM
To: Young, Joan [Joan.Young@Sothebys.Realty]
Subject: Fwd: CLU Gallegly Center Speaker Series

Joanie
Elton is livid. Please read.
Janice

Speakers: No Funded Endowment



Chris Kimball

Q. Now, after this brochure goes out -- and I can't recall if I asked you or opposing counsel asked you. I think we've established that no endowment was ever funded to support the Gallegly Center; is that correct?

A. None of the endowments were close to fully funded.

Trial Transcript Day 3 at 385:23-27

Roadmap

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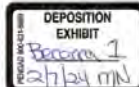
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249-1200



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DX-009 (Page 1 of 2)

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DX-009 at 2

January 2, 2013

The Gallegly Fellows



Leanne Nielson

- CLU Loaned Money But Was Reimbursed
- Eleven Were Given
- 100% Free Masters (Considered 50%)
- Currently No Funds or Endowment
- Never Canceled

Gallegly Fellows

2021 – 2022



Sara Martinez

2021 – 2022



Jacqueline Maciel

2020 – 2021



Esmeralda Navarro

2019 – 2020



Hope Ramos

2018 – 2019



Matthew Burdette

2017 – 2018



Paulina Nuñez

2016 – 2017



Dalia Flores

2015 – 2016



Katy Crabtree

2014 – 2015



Kiera Murphy

2013 – 2014



Nina Kuzniak

2013 – 2014



Zachary Zabo

California Lutheran
UNIVERSITY

Gallegly Fellows

Gallegly Fellows receive a generous scholarship to pursue their MPPA degree over the course of one year. The fellowship allows students to concentrate on their studies in the MPPA program, which prepares students for leadership roles in the public and nonprofit sectors.

www.callutheran.edu/centers/gallegly/fellows/

Fellowships: No Funded Endowment



Chris Kimball

Q. Now, after this brochure goes out -- and I can't recall if I asked you or opposing counsel asked you. I think we've established that no endowment was ever funded to support the Gallegly Center; is that correct?

A. None of the endowments were close to fully funded.

Trial Transcript Day 3 at 385:23-27

Roadmap

- I. Parol Evidence: It Was Poor Quality Evidence
- II. Specificity Required For Declarations Was Missing
- III. The Court Should Declare CLU's Obligations Were Met
 - a. The Archives: Accomplished
 - b. The Office: Accomplished
 - c. Speakers: Accomplished Subject To Endowment
 - d. Fellowships: Accomplished Subject To Endowment

IV. The Galleglys Are Not Entitled To Equity

- V. No Accounting Issues Remain

Believe Mrs. Gallegly



Janice Gallegly

It was a nonstop thing. You don't do anything halfway when Elton and I get together. We put our heart and

Trial Transcript Day 6 at 771:13-14

MSJ: Good Faith

SUPERIOR COURT OF CALIFORNIA, COUNTY OF VENTURA

Superior Court of California, County of Ventura, Hall of Justice, Department 42

202100560108CUBC

Elton William Gallegly vs. California Lutheran University

May 21, 2024

1:29 PM

Judge: Honorable Henry J. Walsh
Judicial Secretary: Cindy Duitsman
CSR: None

APPEARANCES:

NATURE OF PROCEEDINGS: Ruling on Submitted Matter - Motion for Summary Judgment/Summary Adjudication

The Court, having taken the Motion for Summary Judgment/Summary Adjudication under submission on 05/09/2024, now rules as follows:

Defendants' motion for summary judgment is denied. Defendants' motion for summary adjudication is granted as to issues 10, 14, and 18. Defendants' motion for summary adjudication is denied as to issues 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 15, 16 and 17.

For purposes of this motion only:

Defendants' Material Facts which are undisputed: 1, 2, 3, 4, 7, 9, 10, 11, 12, 13, 16, 17, 18, 19, 20 (but "substituted" should be "superseded"), 21, 22, 23, 24, 25, 27, 28, 29, 30, 32, 33, 35, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 49, 50, 53, 55, 59, 66, 67, 70, 79, 80, 81, 83, 85, 86, 87, 88, 89, 90 (but "substituted" should be "superseded"), 91, 92, 93, 94, 96, 97, 98, 100, 101, 103, 108, 109, 110, 111, 113, 114, 115, 119, 120, 121, 122, 123, 125, 126, 127 (but "substituted" should be "superseded"), 128, 129, 130, 131, 133, 134, 135, 137, 138, 140, 141, 142, 145, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 159, 160, 164, 166, 170, 177, 178, 181, 182, 183, 189, 190, 191, 192, 194, 195, 200, 201, 205, 206, 207, 208, 209, 211, 212, 213 (but "substituted" should be "superseded"), 214, 215, 217, 219, 220, 221, 223, 224, 227, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 241, 242, 246, 248, 252, 259, 260, 263, 264, 265, 266, 271, 272, 273, 274, 276, 277, 285, 286, 287, and 291.

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Minute Order

Page 1 of 7

Issue No. 12 - Breach of the covenant of good faith and fair dealing: Every contract contains an implied covenant of good faith and fair dealing. As explained in CACI 325, this means that each party will not do anything to unfairly interfere with the right of the other party to receive the benefits of the contract. CLU contends that since there is no contract, there can be no breach of the covenant of good faith. The Court has found that there is a genuine dispute of material fact about the breach of contract claim. As such, there can be no breach of the implied covenant.

MSJ Minute Order at 5

May 21, 2024

What Is Good Faith?

Definition:

“[E]ach party to a contract has a duty to do everything that the contract presupposes that he will do to accomplish its purpose . . . and a duty not to prevent or hinder performance by the other party.”

Bewick v. Mecham (1945) 26 Cal.2d 92, 99 (internal citations omitted)

What Are Unclean Hands?



“[A] plaintiff must come into court with clean hands, and keep them clean, or he will be denied relief, regardless of the merits of his claim.”

Kendall-Jackson Winery, Ltd. v. Superior Court (1999) 90 Cal.Rptr.2d 743, 748
(citing *Precision Co. v. Automotive Co.* (1945) 324 U.S. 806, 814–15);
Hall v. Wright (9th Cir. 1957) 240 F.2d 787, 794–795

MSJ: Galleglys' "End Of The Bargain"

SUPERIOR COURT OF CALIFORNIA, COUNTY OF VENTURA
Superior Court of California, County of Ventura, Hall of Justice, Department 42

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Minute Order Page 1 of 7

The Court concludes that there is a genuine material factual dispute about the intention of the parties as supported by the "course of performance" evidence. There is also the obvious question of whether Plaintiffs met their end of the bargain - to continue helping CLU raise money. As raising money was not described in the 2107 Gift Agreement, it was not the consideration for CLU's archival efforts under the express terms of the agreement. It would appear that ongoing fundraising was for something else - the replica office, fellowships, speaker series, and digitization - supporting Plaintiffs' contentions about the course of performance changes to the Gift Agreement.

MSJ Minute Order at 3

May 21, 2024

Who Signed The Deposit Agreement?



Steve Wheatly

The Five “I’s”



Steve Wheatly

Q. And as vice president of advancement in charge of fundraising for the university, how then did you consider the university would be able to raise funds?

A. The same way that we would with any building. The Congressman was willing to provide us with a list of his donors and supporters over the years, individuals that the university then could reach out to and make contact with to begin having the conversations, the archeological conversations, with those individuals to find out what level of interest they might have in the Gallegly Center going forward.

In fundraising parlance, you identify those -- it's the five I's. You identify who those individuals are; you inform them of the project you're trying to do; you involve them in some way; you inspire them to the point that they want to invest.

Trial Transcript Day 1 at 68:21-69:7

Upfront Money



Steve Wheatly

In this particular situation -- and this is what was very different -- they were requiring us to raise all the money for construction, et cetera, for the speaker -- for the speaker series, for the scholarships. All of the money had to be upfront and in hand. They weren't allowing any pledges or pledge commitments, like they did with every other building that I was associated with.

And this was going to be a continuing fundraising operation, even well beyond the actual construction of the physical space. The Congressman and Mrs. Gallegly were committed, and were going to continue, and they would continue to raise funds for the digitizing of the archiving, for the speaker series, for the future endowment.

Trial Transcript Day 1 at 90:4-10, 90:20-26

Aspirational Until Funded



Steve Wheatly

Q. The Gallegly Center, as you knew it, at least until May 25, 2018, consisted of four things: fellowships, archiving, speaker series and a physical location, correct?

A. Correct.

Q. And the fourth component, the physical location, included a replica office at one point, correct?

A. Yes.

Q. Everything CLU did related to those four components was dependent on fundraising, correct?

A. Yes.

Q. Meaning all four of those components were aspirational until or unless CLU received the donations to support them?

A. Yes.

Trial Transcript Day 1 at 89:5-17

Dependent On Successful Fundraising



Chris Kimball

Q. These components that were discussed in 2012, how did CLU plan to implement them, to put them in action?

A. They were dependent on successful fundraising to fund them, particularly the endowment pieces. The initial focus was on the fellowships as a way to recruit good students, great students, into the MPPA program and give it a boost.

Trial Transcript Day 3 at 374:25-375:2

What About Ms. Young?



Joan Young

Ms. Young Was Clear



Joan Young

Q. However many components the Gallegly Center consists of, all of them were dependent on fundraising, correct?

A. Absolutely.

Trial Transcript Day 2 at 210:16-18

Even Though Ms. Young Was Clearly Biased



Joan Young

Q. And you, quote-unquote, "of course hope" that they prevail in this lawsuit, don't you?

A. Yes, absolutely.

Trial Transcript Day 2 at 213:1-3

The Galleglys Quit On The Gallegly Center



Janice Gallegly

Q. Were you still fundraising for CLU for your Gallegly Center on July 31 of 2021?

A. No, I wasn't. We finished shortly before that. We were fundraising up to the -- probably the month before that for the archive center, and then she decided to not sign the contract.

Q. So this e-mail was not quite three years ago, correct?

A. Correct.

Trial Transcript Day 6 at 793:21-27

But – The Galleglys Were Not Entitled To Quit



Janice Gallegly

Are you aware of you or your husband ever canceling the deposit agreement?

A. No.

Q. Or canceling the gift agreement?

A. No.

Trial Transcript Day 6 at 794:4-8

Disparaging Words: Part 1



Elton Gallegly

Q. Would you agree that disparaging words about the Gallegly Center would make it hard for CLU to raise donations for the Gallegly Center?

A. Disparaging would, yes.

Trial Transcript Day 5 at 657:20-23

Disparaging Words: Part 2



Elton Gallegly

Q. Do you remember this morning when I asked you a question about how disparaging words --

A. Yes.

Q. -- hurt and disparaging words hurt fundraising; do you remember that?

A. Sure.

Q. And disparaging words hurt fundraising for the Gallegly Center, right?

A. Right.

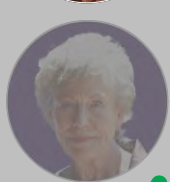
Trial Transcript Day 5 at 710:24-711:4

The Galleglys' Unclean Hands

ELTON



JANICE



Accused CLU of embezzlement; had no proof;
refused to walk it back (DX-488)

Attempted to take bad press national (DX-507, DX-514)

Ghostwriter of negative letters (DX-382, DX-458)

Considered an injunction to force CLU to stop
fundraising for Gallegly Center (DX-515)

Motivated to destroy President Varlotta; praised President Varlotta to her
face (DX-477, DX-517, DX-518, DX-514, DX-478)

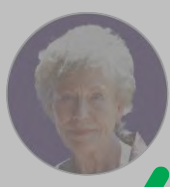
Encouraged the Reagan Library to end affiliation (DX-513, DX-197, DX-455)

The Galleglys' Unclean Hands

ELTON



JANICE



Celebrated when bad press upset CLU (DX-393)00

Wrote multiple negative letters and asked donors to choose (DX-198, DX-207, DX-436I)

Sent sample Attorney General complaints (DX-196)

Provided online OAG instructions (DX-195, DX-196)

Offered to answer questions about OAG complaints (DX-425)

Worked with trial counsel to coordinate OAG complaints (DX-191, DX-460)

The Galleglys' Unclean Hands

ELTON



JANICE



Wanted to “Keep the pressure on” (DX-194)

Searched for authors to write negative letters (DX-194)

Literally created her own template email to generate donor unrest (DX-192, DX-425)

Paid Eric Rose to create negative press (DX-490, DX-494, DX-495)

Invented “The Plan” to take down CLU (DX-436A)

Hoped wave of bad press would “pressure CLU” to settle (DX-421)

The Galleglys' Unclean Hands

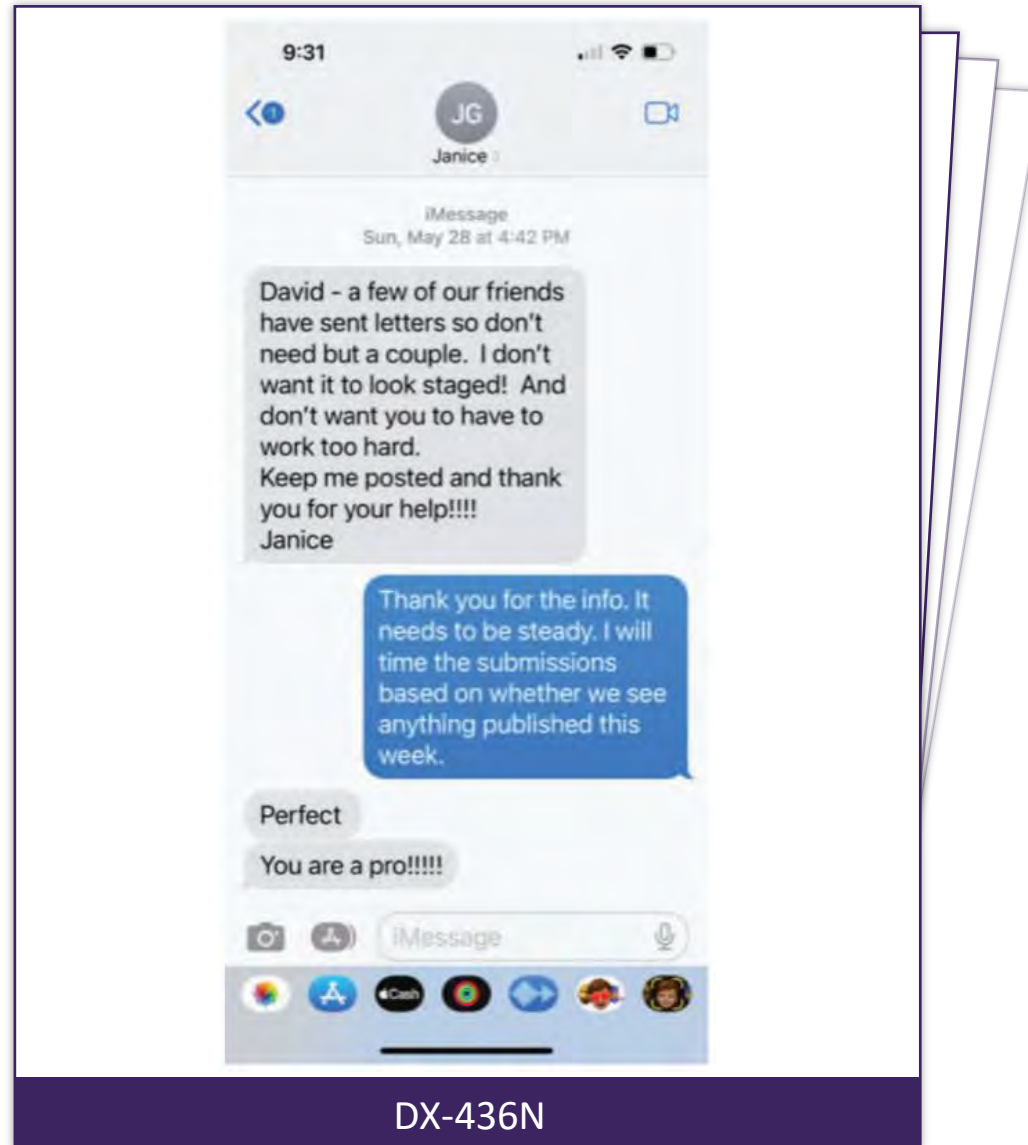
ELTON

JANICE



Put quotation marks around codename “The Plan” when she referred to codename “The Plan” (DX-436B)

Mrs. Gallegly: “I don’t want it to look staged!”



DX-436N

Who is the Common (Negative) Denominator?



The Galleglys Made The Gallegly Center An Unattractive Prospect



Lori Varlotta

Q. I want you to describe one last time how all of the negative publicity, all of it, not just these letters, but the rest of the negative publicity, affected the university's ability to raise money for the Gallegly Center.

A. I was personally told, as the president, by donors that were established and by donors we were trying to solicit that they did not want to give money to the university in general, in many instances to the Gallegly Center in particular, because of these letters and because of the torrent of conversation in the community and the ripple effect that these letters had, that it was definitely making it an unattractive prospect.

In fact, they said they would give to other initiatives, but not to the Gallegly Center.

Trial Transcript Day 4 at 535:6-18

The Galleglys Made Donors Uncomfortable



Lori Varlotta

Q. What was the response of donors to your efforts?

A. We are not comfortable giving money to the Gallegly Center until this issue is resolved. We're reading so many things in the newspaper. What's going on there? Like, how can -- why is the university treating Mr. Gallegly this way?

Trial Transcript Day 4 at 534:12-16

Namesake? Forsake!



Lori Varlotta

A. Very few people want to give to a program where the namesake of the program is criticizing it day in and day out and where literally week in and week out there is a letter to the editor or an article or the public relation firm that the Galleglys hired talking about what a horrible program the Center is.

Trial Transcript Day 4 at 527:10-15

CLU Never Quit

7/10/24, 3:03 PM

Support the Gallegly Center | Give to Cal Lutheran

CALIFORNIA LUTHERAN UNIVERSITY

Give to Cal Lutheran

Support the Gallegly Center

The Elton and Janice Gallegly Center for Public Service and Civic Engagement at California Lutheran University is a non-partisan center for students seeking meaningful ways to serve in the government and nonprofit arenas.

Public Service Fellowships

By funding a Public Service fellowship, you can provide scholarship support for a deserving graduate student who will attain the academic and experiential training to engage and serve the community through a career in public service.

Gallegly Center Archive and Collection

The Gallegly Center Archive and Collection is focused on the preservation, digitization and accessibility of Representative Gallegly's government documents, correspondence, and papers to create an enduring record of his 33 years of public service.

Distinguished Speaker Series Endowment

The Distinguished Speaker Series will bring renowned and noteworthy dignitaries, authors and experts who exemplify public service to speak at Cal Lutheran on public service and civic engagement.

Donation Information

Gift amount:

\$5,000

\$2,500

\$1,000

\$500

\$250

\$100

Other

\$

Gallegly v. CLU

Case #2021-000018

DDX 1008

1/3

<https://www.calutheran.edu/giving/donate/gallegly.html>

Roadmap

- I. Parol Evidence: It Was Poor Quality Evidence
- II. Specificity Required For Declarations Was Missing
- III. The Court Should Declare CLU's Obligations Were Met
 - a. The Archives: Accomplished
 - b. The Office: Accomplished
 - c. Speakers: Accomplished Subject To Endowment
 - d. Fellowships: Accomplished Subject To Endowment
- IV. The Galleglys Are Not Entitled To Equity

V. No Accounting Issues Remain

CLU Got It Right



Joan Young

Q. Ms. Young, yesterday you testified that you made some donations to CLU and didn't believe that they were initially allocated to the correct account.

A. That's very correct.

Q. And you stated it was two 10,000 payments, but, I mean, we can -- is that your recollection?

A. One was from Sue Groff and one was from myself, \$10,000 each to the archives.

Q. Both of these donations were eventually applied to archiving, weren't they?

A. It took about seven months to get them into the right account, because prior to that the accounting department did not have the three initiatives set up in separate accounts. Gerhard made that arrangement.

Trial Transcript Day 2 at 226:17-227:2

The Advisory Council Was Satisfied



Gerhard Apfelthaler

Q. I believe you testified earlier that at some point the accounting issues -- the perceived accounting issues resolved.

Is that consistent with your testimony?

A. Yes, it is.

Q. How did it resolve?

A. There were specifically two meetings of the advisory council, I believe one in 2020 and one in 2021, where summary financials were presented. And the council collectively agreed that everything was in order.

Trial Transcript Day 4 at 562:14-22

We Found The “Missing” \$20,000



Regina Biddings-Muro

Q. Can you tell the Court what we're looking at here?

A. This is a gift receipt. When a gift is made, a donor would receive a receipt that looks like this that indicates the date, the amount of the receipt, the funds -- that the funds were distributed into.

Q. What are the amounts that are reflected on this page?

A. \$10,400 and \$9,600.

Q. And those total what amount?

A. \$20,000.

Q. What's the date on both of those?

A. March 15, 2018, on both.

Q. Please look at page 4 of this exhibit.

What are we looking at here?

A. A check for \$20,000 dated March 16.

Q. Do you agree with me we just found the missing \$20,000?

A. I would say we did.

Trial Transcript Day 6 at 906:3-18

The Audit



Karen Davis

Q. Is administration and finance subject to an audit?

A. Yes. All of the accounting books and records are audited by an independent CPA firm annually. And during my tenure, we had very clean audits every year. And there was never any audit adjustments related to any donations.

In fact, the last -- over ten years I was there, we didn't have any audit findings on financial records.

Trial Transcript Day 2 at 306:24-307:2

The Annual Audit



Karen Davis

Q. Okay. And let me ask you, the annual financial audit that I believe you made a reference to was done by an accounting firm, an outside accounting firm?

A. Independent accounting firm, and it's selected by the audit committee of the board of regents.

Trial Transcript Day 2 at 308:28-309:4

The Donor Specific Audit



Karen Davis

Q. And in any of the last four or five years, has any auditor from the auditing firm requested information to specifically test any of the donations at the university?

A. They do a sampling of all revenues, expenses, and they have looked at all of the internal controls for the gift amounts, especially for recording a receivable; any pledges they would want us to have backup documentation on the actual pledges to make sure that we're not overstating any potential receivables.

Trial Transcript Day 2 at 309:22-310:1

Conclusion

Even The Reagan Library Was A Pawn

Short Message Report

Conversations: 1
Total Messages: 12

Participants: 2
Date Range: 11/22/2021 - 11/23/2021

Outline of Conversations



iMessage: +19162963416 - 2021-11-23 · 12 messages between 11/22/2021 - 11/23/2021 · Elton Gallegly <8055015400> · Rob Stutzman PR <9162963416>

Elton Gallegly <8055015400>

11/22/2021, 6:29 PM

Rob

I am I correct that the Heubusch letter is meant to be press release as soon as copy is sent to Valotta and Bill Camarillo??

Rob Stutzman PR <9162963416>

11/22/2021, 7:17 PM

Yes. Although at this point I'd wait until post holiday.

DX-513 at 2

Gallegly v. CLU

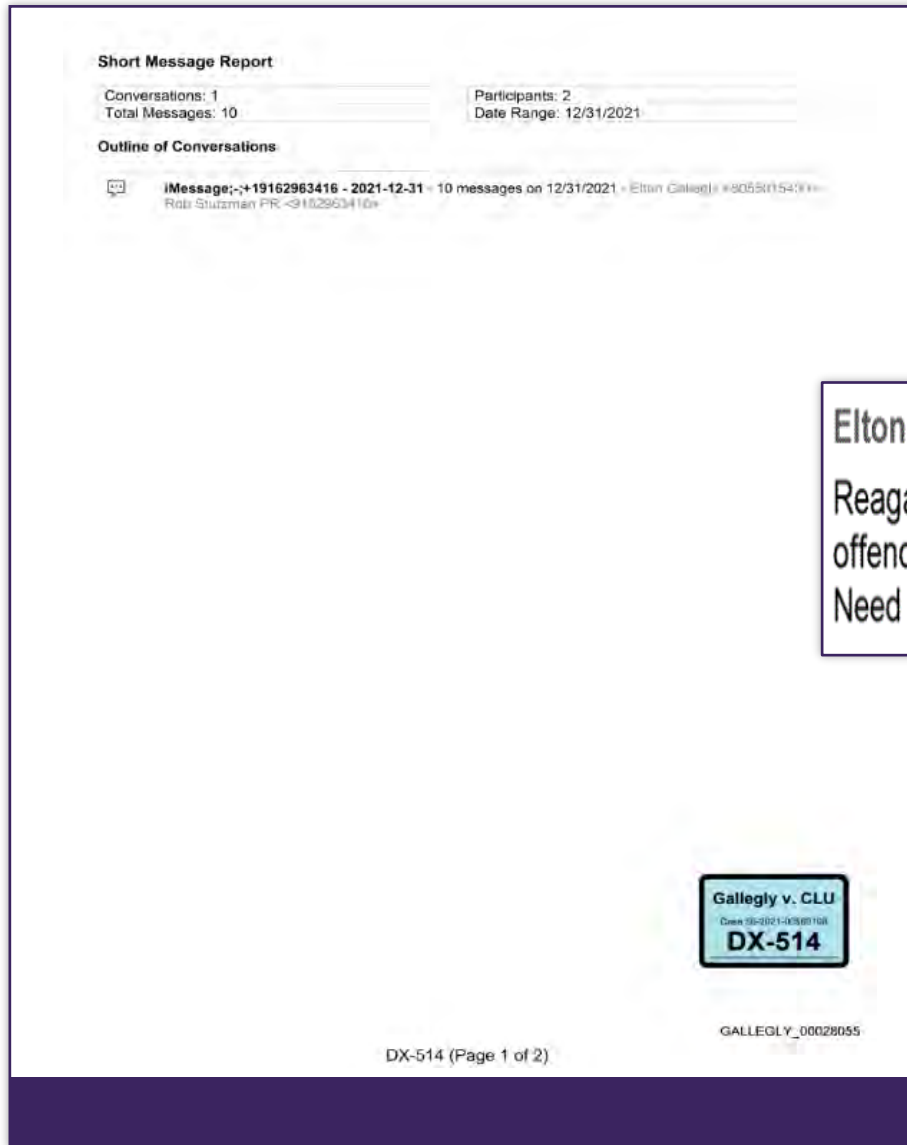
Case 552021-00007100

DX-513

GALLEGLY_00028031

DX-513 (Page 1 of 3)

Even The Reagan Library Was A Pawn



Elton Gallegly <8055015400>

12/31/2021, 9:46 AM

Reagan library really hit a nerve for Vallota I'm told that there is reason to believe she has reason to be concerned with offending the library
Need to turn heat up there without forgetting audit first ??

DX-514 at 2

Thank You

California Lutheran

UNIVERSITY