

EXHIBIT 4

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

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LAURA E. CARRASCO,

Plaintiff,

vs.

C04-2395 CRB

SAN RAMON VALLEY UNIFIED SCHOOL
DISTRICT and DOES 1 THROUGH 25, inclusive,
Defendants.

CONDENSED

DEPOSITION OF DAVID LAKE

June 10, 2005

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Reported By: MARY M. MOHR, C.S.R. 4099
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1 Q. And how do you convey this information?
 2 A. **They have the title of consultant. You**
 3 **know, their job is-- they're trained to advise. They're**
 4 **trained to offer assistance. They're trained -- trained**
 5 **to operate in the District under the guidance and**
 6 **direction of our client.**
 7 Q. Are there any written policies relating to
 8 this issue of who would be supervising whom between
 9 Sodexho consultants and the District employees?
 10 A. **Just the California Ed Code.**
 11 Q. Is your training typically verbal?
 12 A. **Yes.**
 13 Q. Do you ever provide anything in writing to
 14 your employees?
 15 A. **No.**
 16 Q. Does the company have any policies,
 17 practices, procedures, or customs in writing --
 18 A. **No.**
 19 MR. ERLEWINE: Allow her to ask her question
 20 before -- you just answered a question that hadn't been
 21 asked yet.
 22 THE WITNESS: Okay.
 23 MR. ERLEWINE: Make sure she's able to ask her
 24 question before you answer.
 25 MS. de VRIES: Q. To your knowledge,

1 services.
 2 What other things are incorporated in
 3 these contracts?
 4 MR. ERLEWINE: Let me first of all say that, I
 5 assume these are lengthy contracts?
 6 THE WITNESS: Yes.
 7 MR. ERLEWINE: You're asking for every term in
 8 the contract?
 9 MS. de VRIES: Q. Every term that you're
 10 responsible for ensuring it happens
 11 MR. ERLEWINE: Do you understand the question?
 12 THE WITNESS: Yes.
 13 We are responsible for consulting and
 14 advising on any portion of the Food Service program that
 15 our client asks us to.
 16 MS. de VRIES: Q. In reference to the
 17 budget issues, what mechanisms are in place to
 18 ensure that the budget stays on target?
 19 A. **Monthly review, quarterly review.**
 20 Q. Who conducts the monthly review?
 21 A. **Our on-site General Manager.**
 22 Q. And at the San Ramon Valley School
 23 District, who would that be?
 24 A. **Right now?**
 25 Q. In the year 2000 to 2002. Earlier, we

1 does Sodexho have any customs, policies, practices
 2 or procedures in writing relating to this California
 3 Ed Code requirement that we've been talking about?
 4 A. **No.**
 5 Q. Has it ever come to your attention that a
 6 Sodexho employee working at a school district has been
 7 involved in the discipline or supervision of a District
 8 employee?
 9 A. **No.**
 10 Q. Would that be something you would be
 11 concerned about if it did come to your attention?
 12 A. **Yes.**
 13 Q. Why is that?
 14 A. **Because we're only consultants, and that**
 15 **would violate the California Ed Code.**
 16 Q. In addition to the San Ramon Valley School
 17 District and Sodexho, who else are parties to these
 18 contracts?
 19 A. **It's a public document. Whomever the**
 20 **District chooses to share the document with.**
 21 Q. And because we're speaking of a public
 22 document, could you describe for me the terms of the
 23 services provided by the consultants? We've talked
 24 about a few of the terms that you've mentioned relating
 25 to advising on annual budgets and providing on-site

1 talked about Dan Morrow. Is that the right person?
 2 A. **He would have been the first, yes.**
 3 **Whoever is in the General Manager chair.**
 4 **After that, it would have been Bessie**
 5 **Argallon.**
 6 Q. So Ms. Argallon was promoted to General
 7 Manager from the Food Service Manager position?
 8 A. **Yes.**
 9 Q. Do you know approximately when that
 10 occurred?
 11 A. **2001 to 2002.**
 12 Q. And what is the role of the General
 13 Manager at the San Ramon Valley School District relating
 14 to these budget reviews?
 15 A. **To advise and consult with the District on**
 16 **everything related, all factors that influence the**
 17 **budget, or are influencing the budget, as well as**
 18 **reviewing the progress of -- financially, where we are**
 19 **in relationship to the budget on an ongoing basis**
 20 **throughout the school year.**
 21 Q. And if it is determined that the school
 22 is off budget and overspending what it had anticipated
 23 originally, what is the process for reviewing that
 24 overspending?
 25 MR. ERLEWINE: That assumes that -- that's a

1 approximately 1990 to '93?
 2 **A. In that capacity, in the General Manager**
 3 **capacity, yes.**
 4 Q. And why did you stop working with the San
 5 Ramon Valley School District?
 6 **A. I got promoted.**
 7 Q. And so in your promotion, were they no
 8 longer one of your accounts?
 9 **A. That's correct.**
 10 Q. When did they become your account again?
 11 **A. In 2000.**
 12 Q. And in 2000, in your capacity as District
 13 Manager, did you have different duties and
 14 responsibilities relating to the contract with the San
 15 Ramon Valley School District?
 16 **A. Yes.**
 17 Q. Could you describe for me what those were?
 18 **A. I am responsible for the on-site**
 19 **consultants that Sodexho provides to the San Ramon**
 20 **Valley School District.**
 21 Q. And who were those people at that time?
 22 **A. When I first arrived, the General Manager**
 23 **was Dan Morrow, the Food Service Manager was Bessie**
 24 **Argallon, and the other Food Service Manager was Sandy**
 25 **Quierolo.**

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1 Q. Was there a difference between the two
 2 Food Service Manager positions?
 3 **A. No.**
 4 Q. Not from your perspective, at least?
 5 **A. Right.**
 6 Q. These were positions of management.
 7 Were there also lower positions as well of
 8 Sodexho employees working with --
 9 **A. No.**
 10 **I think it's important to recognize that**
 11 **it's a consulting contract that we have. So you use the**
 12 **word, management. I use the word, consulting.**
 13 Q. What do you understand to be the
 14 consulting contract between Sodexho and the San Ramon
 15 Valley School District in approximately 2000?
 16 **A. Our role is to provide advice and guidance**
 17 **in the operation of their Food Service program.**
 18 Q. And who negotiates the consulting
 19 contracts?
 20 **A. I do.**
 21 Q. And is this something you do annually?
 22 **A. Yes.**
 23 Q. With whom do you negotiate at the
 24 District? When I refer to the District, I'm referring
 25 to the San Ramon Valley School District.

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1 **A. Whoever is in the position of assistant**
 2 **superintendent of Business Services.**
 3 Q. And who was the person in 2000?
 4 **A. Joan Butt.**
 5 Q. Is it with Joan Butt that you negotiated
 6 the contract of 2000?
 7 **A. Yes.**
 8 Q. Could you describe for me briefly the
 9 terms of that contract?
 10 **MR. ERLEWINE: Objection, confidential.**
 11 **Instruct the witness not to answer.**
 12 **Are you talking about the financial terms?**
 13 **MS. de VRIES: Yes.**
 14 **MR. ERLEWINE: No. Not part of this lawsuit.**
 15 **Confidential business information. No relevance to this**
 16 **lawsuit at all.**
 17 **MS. de VRIES: Q. Was the contract**
 18 **between the Sodexho Company and the San Ramon Valley**
 19 **School District a contract with a public entity?**
 20 **A. I don't understand the question.**
 21 Q. Was it your understanding that the
 22 contract with the School District was a contract with an
 23 agency of the state or a public agency?
 24 **A. I can't answer that question. I still**
 25 **don't understand the question.**

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1 Q. When you negotiated the contract with Joan
 2 Butt, at any time did anybody else have to approve of
 3 the contract?
 4 **A. Yes.**
 5 Q. Who was that?
 6 **A. The School Board.**
 7 Q. Was that in a meeting that the School
 8 Board would approve it?
 9 **A. Yes.**
 10 Q. Did you attend the meeting?
 11 **A. Yes.**
 12 Q. Was the contract circulated between the
 13 School Board members?
 14 **A. Yes.**
 15 Q. And was it an action item on the School
 16 Board agenda to approve the contract?
 17 **A. I don't recall if it was an action item or**
 18 **a consent item.**
 19 Q. But it was on an agenda that you remember?
 20 **A. Yes.**
 21 Q. And approximately what time of year would
 22 that be that you attended those meetings to get the
 23 School Board to approve the Sodexho contracts?
 24 **A. Spring, May, June.**
 25 Q. Okay. In addition to the financial terms,

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1 And, again, to the extent that any
 2 information you gained was from your attorneys or from
 3 investigation at the direction of your attorneys, you're
 4 not to respond.
 5 You can otherwise answer the question.
 6 THE WITNESS: I don't recall specifically when
 7 I learned that information.
 8 MS. de VRIES: Q. But at some point, you
 9 did learn it?
 10 A. Yes.
 11 Q. And other than what you've spoken with
 12 your attorneys about, what did you hear about the
 13 investigation?
 14 MS. PARKER: Objection. Again, this is about
 15 Mary Glenn, not about Laura Carrasco, who we're here to
 16 ask about and talk about. Grounds, confidentiality,
 17 stay in other litigation.
 18 THE WITNESS: My knowledge was related to the
 19 case, to the other lawsuit.
 20 MS. de VRIES: Q. So before the--
 21 MR. ERLEWINE: You're speaking about the Mary
 22 Glenn lawsuit?
 23 THE WITNESS: Yes.
 24 MR. ERLEWINE: So your knowledge came after
 25 the Mary Glenn lawsuit was filed?

1 THE WITNESS: Yes.
 2 MS. de VRIES: Q. Is it correct that you
 3 had no information regarding the District's
 4 investigating Mary Glenn in approximately 2002
 5 before you were presented with pleadings from Mary
 6 Glenn's lawsuit against Sodexho?
 7 A. I was made aware that there was an
 8 investigation by the District, because she was no longer
 9 sitting at her desk. I was not made aware of the
 10 details of that.
 11 Q. From whom at the District did you obtain
 12 this information?
 13 A. Thomas Jamison.
 14 Q. Anybody else?
 15 A. No.
 16 Q. Did you provide information to the
 17 District regarding this investigation of Mary Glenn?
 18 A. No.
 19 Q. Were you ever interviewed to participate
 20 in the investigation of Mary Glenn?
 21 A. No.
 22 Q. Did you ever provide feedback to anybody
 23 at the District regarding their investigation of Mary
 24 Glenn?
 25 A. No.

1 Q. Did you recommend investigation be
 2 conducted about Mary Glenn?
 3 A. No.
 4 Q. Were you aware of Bessie Argallon's
 5 participation in the investigation?
 6 MR. ERLEWINE: Again, you should answer to the
 7 extent that your information comes from other than
 8 attorney-client communications, and that would include
 9 any communications with Bessie Argallon that you had
 10 that were at the direction of the attorneys for
 11 fact-finding purposes.
 12 THE WITNESS: Yes.
 13 MS. de VRIES: Q. Other than those
 14 conversations that would be protected by the
 15 attorney-client privilege, which I will never ask
 16 you to reveal, could you describe for me what those
 17 conversations consisted of?
 18 A. They revolved around the requests that the
 19 District were making of her in her participation in the
 20 investigation, and what, if any, legal support the
 21 company would give her.
 22 Q. And what did you tell her?
 23 A. I told her to cooperate.
 24 Q. Anything else?
 25 A. I told her that she would have legal

1 representation if and when it was necessary and if
 2 Sodexho was involved.
 3 Q. Do you know if it was the District that
 4 approached Bessie or Bessie who approached the District
 5 with information relating to the investigation of Mary
 6 Glenn?
 7 A. No.
 8 Q. Did you approach anybody at the District
 9 regarding information from Bessie relating to Mary
 10 Glenn?
 11 A. No.
 12 Q. Did you conduct any investigation on your
 13 own relating to the allegations that Bessie made
 14 relating to Mary Glenn?
 15 MR. ERLEWINE: Objection, it assumes that he
 16 was aware that she made allegations as to Mary Glenn.
 17 And he said he wasn't. So how is it that he could make
 18 an investigation of allegations he didn't know about?
 19 The question is argumentative.
 20 THE WITNESS: No. I didn't know of any
 21 allegations.
 22 MS. de VRIES: Q. So is it correct that
 23 all you knew was that Bessie was speaking with
 24 District people and concerned that it might trigger
 25 legal issues; is that right?

1 **A. Yes.**
 2 **Q.** And then does Sodexho ever reimburse the
 3 school for any of those salaries?
 4 **A. No.**
 5 **Q.** So part of the consulting contract between
 6 the School District and Sodexho includes the salaries
 7 for the Sodexho employees; is that correct?
 8 **A. Yes.**
 9 **Q.** Who manages the Sodexho employees who are
 10 paid by the School District?
 11 **A. I do.**
 12 **Q.** And do either or any of the Sodexho
 13 employees who are working at the School District have
 14 any responsibilities to manage other School District
 15 employees?
 16 **A. No.**
 17 **Q.** Why not?
 18 **A. It's a consulting contract.**
 19 **Q.** And what does that mean to you in this
 20 context?
 21 **A. It means we can only advise them on the**
 22 **operation of their Food Service program by State law.**
 23 **Q.** Do you know who Larry Shannon is?
 24 **A: Yes.**
 25 **Q.** Who is Larry Shannon?

1 **A. Larry Shannon is currently the Director of**
 2 **Custodial and Food Service for the District.**
 3 **Q.** And was there a time during Mr. Shannon's
 4 tenure at the School District when he was a Sodexho
 5 employee?
 6 **A. I don't recall.**
 7 **Q.** I'm going to represent to you that I
 8 believe Mr. Shannon was a Sodexho employee for
 9 approximately six months, give or take, in a position of
 10 an interim director.
 11 Is it your understanding that that type of
 12 situation between Sodexho and the School District would
 13 be similar to the situation you've described relating to
 14 the salaries being paid by the School District for a
 15 Sodexho employee, or the other way around?
 16 **MR. ERLEWINE:** You're not being asked to
 17 speculate here. If you have any knowledge, you should
 18 tell her. If you don't have any knowledge, you should
 19 tell her that as well.
 20 **THE WITNESS:** I understand.
 21 I don't have any knowledge of the contract
 22 that our Facilities division, which I'm not a part of,
 23 had with the District related to Larry Shannon. I do
 24 not know the nature of that contract.
 25 **MS. de VRIES:** **Q.** Could you clarify for

1 me the different types of consulting contracts that
 2 you're aware of between Sodexho and the San Ramon
 3 Valley School District from 2000 to the present?
 4 And when I say that, I mean, who are the different
 5 parties to the contract? For example, you just
 6 mentioned the Facilities Division, which sounded
 7 different from your division. So if you could
 8 please describe to me how that works.
 9 **A. Right. We have two divisions, Food and**
 10 **Facilities. I'm a part of the Food Division. And Larry**
 11 **was a part of the Facilities Division, which provides --**
 12 **for those clients that we work with, that division**
 13 **provides, depending on the contract, can provide**
 14 **custodial services -- consulting services.**
 15 **I think it's important in the State of**
 16 **California, companies such as ours can only provide**
 17 **consulting services. And so their consulting services**
 18 **on the Facilities side would have been focused on**
 19 **potentially custodial, maintenance, grounds.**
 20 **Q.** Do you understand that, as a consulting
 21 service provider, that your Sodexho employees do not
 22 supervise District employees?
 23 **A. That's correct.**
 24 **Q.** And how do you come to that understanding?
 25 **A. It's a State law. It's part of the Ed**

1 **Code, the California Ed Code.**
 2 **Q.** And that relates to custodians as well as
 3 Food Service?
 4 **A. Yes.**
 5 **Q.** And did Sodexho have any policies,
 6 practices or customs regarding how to inform the folks
 7 who are working at school sites in this consulting
 8 capacity regarding these issues?
 9 **A. What issues?**
 10 **Q.** The nonsupervision of District employees.
 11 **A. It's part of the contract. It's a**
 12 **consulting contract. So it lays out very specifically**
 13 **what we can and cannot do, and we can only advise.**
 14 **Q.** So it's your understanding that in the
 15 consulting contracts between the Food Services Division
 16 and the Facilities Division, there are provisions
 17 relating to nonsupervisory requirements between
 18 Sodexho employees and District employees?
 19 **A. Yes.**
 20 **Q.** And in addition to being in the contract,
 21 is there any way that this information is conveyed to
 22 Sodexho employees?
 23 **A. Yes.**
 24 **Q.** How is it conveyed?
 25 **A. By me.**

STATE OF CALIFORNIA

I do hereby certify that the witness in the foregoing deposition was by me duly sworn to testify the truth, the whole truth, and nothing but the truth in the within-entitled cause; that said deposition was taken at the time and place therein stated; that the testimony of the said witness was reported by me, a Certified Shorthand Reporter and a disinterested person, and was under my supervision thereafter transcribed into typewriting; that thereafter, the witness was given an opportunity to read and correct the deposition transcript, and to subscribe the same; that if unsigned by the witness, the signature has been waived in accordance with stipulation between counsel for the respective parties.

And I further certify that I am not of counsel or attorney for either or any of the parties to said deposition, nor in any way interested in the outcome of the cause named in said caption.

IN WITNESS WHEREOF, I have hereunto set my hand the 20th day of June, 2005.

May M. Smith
CSR NO. 4099