

## Re: CPRA request (FDBID.2017.02.21.a)

**From:** [REDACTED]  
**To:** Rena Leddy <rena@fashiondistrict.org>  
**Subject:** Re: CPRA request (FDBID.2017.02.21.a)  
**Date:** Wednesday, April 19, 2017 10:35 AM  
**Size:** 9 KB

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Good morning, Rena.

I don't want to rush you, but perhaps you could tell me whether or not you plan to respond to this email? By this Friday evening, if I haven't received either a response or a notice that you intend to respond, I'll assume that you don't intend to respond.

Thanks again for all your help,

[REDACTED]  
On Thu, Apr 13, 2017, at 12:30 PM, [REDACTED] wrote:

Hi Rena,

Thanks for your response. UPC's opinion is not controlling, nor even relevant, as far as I can see. CPRA at section 6253.3 says so explicitly. The BID is required to base its analysis on the public benefit to be gained by releasing the information. Can you at least tell me what public interest you suppose you're protecting by not releasing their hourly rates?

Thanks,

[REDACTED]

On Thu, Apr 13, 2017, at 12:15 PM, Rena Leddy wrote:

[REDACTED]  
I did think about it, however, Urban Place Consulting has confirmed that it considers its hourly rate for services as proprietary information and derives a financial benefit from that rate not being public. As I have indicated, the amount the BID pays to Urban Consulting has not and would not be withheld.

Rena

-----Original Message-----

**From:** [REDACTED]  
**Sent:** Wednesday, April 12, 2017 5:36 PM  
**To:** Rena Leddy <rena@fashiondistrict.org>  
**Subject:** Re: CPRA request (FDBID.2017.02.21.a)

Thanks, Rena.

Will you please reconsider the completely implausible claim that your consultants' hourly rates are trade secrets? I won't quibble with you over the issue of how much time they spend on what, although I think your claim that that's secret is an ultimately unsupportable overreach. But I think there is absolutely no way to defend a claim that how much Steve Gibson charges for his time and the time of his employees is a trade secret or otherwise exempt from disclosure. UPC must, e.g., release this information to potential clients before they sign a contract, otherwise how would they know if they could afford to sign up? Or if they were going to be cheated if they did sign up. This is something which just isn't done with exempt proprietary information.

Furthermore, if any of the information provided to the FDBID by UPC were actually proprietary and/or a trade secret, one would expect to see a clause in the contract forbidding clients from releasing this information. It's not as if the contract's drafters weren't cognizant of confidentiality, as there's a lot of language in there prohibiting UPC from releasing FDBID's secrets. This, along with the fact that there is exactly no language forbidding FDBID from releasing UPC's information,