

**DUTY STATEMENT**

CEA 066 (Rev. 12/2024)

Instructions: Complete each section of the form. If the item is not applicable to the position, enter N/A.

CURRENT

DEPARTMENT

Legal and Compliance

CIVIL SERVICE CLASSIFICATION TITLE		BARGAINING UNIT	TENURE	TIME BASE	INTERMITTENT HOURS PER MONTH
Attorney III (5795) (R02)		R02	Permanent	Full-Time	NA
POSITION NUMBER			CURRENT DATE		
341-400-5795-901			03/04/2025		
DESIGNATED POSITION FOR CONFLICT OF INTEREST		BILINGUAL POSITION		FOR HUMAN RESOURCES USE ONLY	
<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES		<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES Approval Date:		APPROVED BY	DATE
				Rachel Gonzales	Digitally signed by Rachel Gonzales Date: 2025.03.04 10:49:15 -0800

**VISION, MISSION, AND VALUES STATEMENT**

The California Earthquake Authority (CEA) is a not-for-profit entity that is privately funded and publicly managed and anchors the California market for residential earthquake insurance. The CEA is the nation's largest provider of residential earthquake insurance, issuing the clear majority of residential earthquake insurance policies in California. CEA earthquake insurance policies are sold and administered solely by California insurance companies that have joined the CEA, known as "participating insurers." While privately financed (through policyholder insurance premiums and participating insurer capital contributions), the CEA's earthquake insurance business is publicly managed by a Governing Board consisting of the State of California's Governor, Treasurer, and Insurance Commissioner, and two ex officio members appointed by leaders in the Legislature. The CEA operates outside the state budget and receives no funding from the State of California, and thus is not subject to a number of governmental reporting and regulatory requirements that might apply to state agencies, but the CEA is permitted to employ civil servants. In addition to the operation of a residential earthquake insurance business, the CEA also acts as the Administrator of the \$21 billion California Wildfire Fund, which is an insurance fund created by the Legislature to insure California's three largest investor-owned electric utility companies against liabilities arising from catastrophic wildfires.

**Core Values at the CEA:** All CEA Employees are expected to adhere to the following core values:

- **Excellence and Integrity** - We provide excellent service to our policyholders to help them understand and mitigate their exposure to earthquake damage, while operating with uncompromising honesty and integrity
- **Collaboration and Respect** - We engage with all stakeholders (policyholders, participating insurers, policymakers, the public and our workforce) with a spirit of teamwork and a commitment to diversity and inclusion.
- **Perseverance and Innovation** - We operate with an intense focus on organizational resilience to ensure we are ready to meet the challenge of the next damaging earthquake. We constantly improve our readiness by applying creative and innovative approaches to meet the needs of our policyholders and participating insurers.

**POSITION SUMMARY**

Briefly (1-3 sentences) describe the main purpose and function of the position, reporting relationships and the organizational settings:

Under the direction of the General Counsel of the California Earthquake Authority (CEA) and with minimal supervision, the Attorney III provides a broad range of legal services to CEA staff, including the executive staff, and the CEA Governing Board.

The duties will include the independent performance of complex professional legal work, including a substantial volume of contract negotiation, drafting, and interpretation; review and preparation of enterprise- compliance documentation; preparation of legal-research and other memoranda; conferences with CEA staff, including legal, program, compliance, and executive staff; and special projects. Excellent legal-writing skills are required and are of paramount importance. Counsel will have frequent interaction with outside counsel, vendors, and contractors and consultants of the CEA, and may represent the CEA at meetings, conferences, and other activities.

**WORKING CONDITIONS**

This position requires the incumbent to communicate effectively orally and in writing, with or without reasonable accommodation, with the public, government officials, and/or other employees; develop and maintain knowledge and skills related to specific tasks, methodologies, materials, tools, and equipment; complete assignments in a timely and efficient manner; adhere to CEA policies and procedures regarding attendance, leave, and conduct and promote awareness of the Bagley-Keene Act, Conflicts of Interest Code, anti-trust laws, and other compliance related laws and regulations applicable to the CEA.

*Additional working conditions applicable to this position (e.g., travel, work schedule hours, etc.)*

**SPECIAL REQUIREMENT:** Active membership in the State Bar of California.

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## ESSENTIAL PHYSICAL CHARACTERISTICS

Daily access to and use of a personal computer, photocopier, fax machine, telephone and other office related equipment is essential. Movement is consistent with office work and requires the incumbent to frequently remain in a stationary position. The incumbent must occasionally move equipment weighing up to 15 pounds. When dictated by workload and systems maintenance, the incumbent may work a varying work schedule and be on-call during non-normal business hours. Note: Some of the above requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

## ESSENTIAL & NON-ESSENTIAL FUNCTIONS

Indicate the duties of the position and the percentage of time spent on each. Group related tasks under the same percentage.  
(Use additional sheet if necessary)

PERCENTAGE OF TIME PERFORMING DUTIES	
	<b><u>Essential Functions</u></b>
30%	Negotiate, renegotiate, draft, and advise General Counsel regarding contracts to which CEA is or may become a party through the CEA procurement processes or otherwise, as well as provide legal advice regarding a broad variety of legal and operational documents. Prepare extensive and frequent written legal memoranda.
20%	Perform legal research in state and federal common and statutory law, including insurance, contract, and government law, among other topics, using traditional and computer-based research methods and materials. Prepare legal-research memoranda, both formally and ad hoc, for the General Counsel, who may then advise members of the CEA Governing Board and executive staff.
20%	Interact with other legal counsel, including counsel representing CEA vendors, consultants, and contractors; counsel representing the CEA; counsel from the California Attorney General's office, the Department of Insurance, and other State of California attorneys and non-attorney legal staff; and other government and private counsel on various issues including, but not limited to, matters pertaining to insurance coverage and claims, insurance regulatory affairs, legislative matters, and insurance-finance issues.
15%	Meet and confer with CEA executive staff and other CEA staff to discuss, advise, and provide briefings on legal and other issues as assigned and as needed. In support of the General Counsel, prepare responses to CEA contractors and vendors, state and federal legislators, state and federal officials, CEA policyholders, and members of the public on complex and sensitive matters. Represent the CEA in venues outside the organization in meetings, activities, and other means by which the mission and goals of the CEA are furthered.
10%	Consult and interact with CEA technical consultants such as scientific, engineering, actuarial, data-processing, and accounting and auditing firms in conjunction with the performance of legal duties and the legal interests of the CEA. Provide legal support to audit requests. Advise in coordinating the CEA's conflict of interest code and compliance with that code by those persons required to file statements of economic activity. Perform other job related duties and special projects as assigned.
	<b><u>Non-Essential Functions</u></b>
5%	Perform other job-related duties within the scope of the classification.
<b>TOTAL</b>	<b>100%</b>



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The duties of this position are subject to change and may be revised as necessary. I have read and understood the duties listed above and I can perform these duties with or without reasonable accommodation. I have discussed the duties of this position with my supervisor and have received a copy of the duty statement.

PRINT EMPLOYEE'S NAME	EMPLOYEE'S SIGNATURE	DATE
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I have discussed the duties of this position with and have provided a copy of this duty statement to the employee named above.

PRINT SUPERVISOR'S NAME	SUPERVISOR'S SIGNATURE	DATE
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**INSTRUCTIONS FOR COMPLETING THE CEA 066****CURRENT/PROPOSED:** Select the appropriate option to indicate whether the duty statement is current or proposed.**DEPARTMENT:** Provide the name of the department.**CIVIL SERVICE CLASSIFICATION TITLE:** Select the official civil service classification title of the position from the list. If the classification is not listed, select "Other" and manually enter the civil service classification title.**BARGAINING UNIT:** This is the three-character code assigned to each job classification designating if a classification is rank and file (R), managerial (M), supervisory (S), confidential (C), excluded (E), exempt (E), or unassigned (U); as well as the bargaining unit number to which the classification is assigned (e.g., R04, S01).**TENURE:** Select the appropriate tenure of the position (i.e., Permanent, Limited-Term, Temporary) from the list.**TIME BASE:** Select the appropriate time base for the position (i.e., Full-Time, Part-Time, Intermittent) from the list.**INTERMITTENT HOURS PER MONTH:** Provide the number of hours per month approved for the intermittent position.**POSITION NUMBER:** Enter "341", followed by the three-digit department code (e.g., 100), four-digit civil service classification code (e.g., 1139), and three-digit serial number (e.g., 901). The position number shall be entered with no spaces or hyphens; the hyphens will automatically populate upon exiting the field.**CURRENT DATE:** Enter the date the CEA 66 is being prepared for submission to Human Resources.**DESIGNATED POSITION FOR CONFLICT OF INTEREST:** Refer to Human Resources and check the appropriate box to indicate whether or not the position is designated for Conflict of Interest.**BILINGUAL POSITION:** Refer to Human Resources and check the appropriate box to indicate whether or not the position is designated bilingual.**APPROVED BY and DATE:** These fields are for Human Resources use only.**POSITION SUMMARY:** Complete the fields shaded in yellow by entering the proper level of supervision received, the civil service classification to which the position reports, the position's function in general terms, and the position's work unit/section/office in the field entry box displayed [e.g., Under the general supervision of the Office Services Supervisor I (Typing), the Office Assistant (Typing) is responsible for uniformed timekeeping, collision reports, arrest reports, and general clerical support for the Modesto Area].**WORKING CONDITIONS:** Complete the field with additional working conditions that apply to this position. If field is not applicable add N/A.**POSITION FUNCTIONS:** A complete and up-to-date description of the duties assigned to the position shall be written in clear, concise language. Abbreviations and acronyms shall be spelled out initially. Obscure or vague expressions or terms, such as process, analyze, maintain, coordinate, or monitor, shall be either avoided or explained. The duties shall be compatible with the classification specification and labor agreements. The time spent performing each duty shall be indicated by a percentage and listed in descending order. Essential and nonessential functions combined shall total 100 percent. The duties of the position should be reviewed annually for accuracy. If changes are needed, current and proposed versions shall be submitted to Human Resources for review and approval.**ESSENTIAL FUNCTIONS:** Describe the primary functions of the position. Essential functions are the primary reason the position exists. The incumbent must be capable of performing the duties with or without reasonable accommodation. Group related tasks under the same percentage. No one essential function should be more than 55 percent.**MARGINAL FUNCTIONS:** Describe the marginal duties of the position. These duties may or may not need to be performed on a daily basis. Removal of these duties will not alter the duties of the position. Marginal functions can be lessened or removed for accommodation requests. Nonessential functions cannot exceed 10 percent total, or 5 percent per duty.**NOTE:** The duty statement is not valid until approved by HR.