

ORIGINAL

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**FILED**  
Superior Court of California  
County of Los Angeles

JAN 23 2014

Sherri R. Carter, Executive Officer/Clerk  
By [Signature] Deputy  
Shaunya Bolden

Attorneys for Plaintiff,  
GREGG BREED

SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

BC534150

GREGG BREED, an individual,

Plaintiff,

vs.

LOS ANGELES UNIFIED SCHOOL  
DISTRICT, a school district duly  
organized and existing under the laws of  
the State of California; and DOES 1  
through 100,

Defendants.

LASC CASE NO.:

COMPLAINT FOR DAMAGES:

- (1) VIOLATION OF CIVIL RIGHTS  
BASED ON FIRST AMENDMENT  
SPEECH 42 U.S.C. §1983;
- (2) FAILURE TO PAY FINAL WAGES IN  
VIOLATION OF LABOR CODE §201  
AND § 202;
- (3) RETALIATION IN VIOLATION OF  
EDUCATION CODE §44114;
- (4) RETALIATION IN VIOLATION OF  
LABOR CODE §1102.5;
- (5) RETALIATION IN VIOLATION OF  
GOVT. CODE §53298, *et seq.*
- (6) WRONGFUL DISCHARGE IN  
VIOLATION PUBLIC POLICY  
(TAMENY CLAIM);
- (7) UNJUST ENRICHMENT;
- (8) CONVERSION;
- (9) VIOLATION OF GOVT. CODE §650  
AND;
- (10) BREACH OF CONTRACT

UNLIMITED CIVIL ACTION  
AMOUNT DEMANDED EXCEEDS \$25,000  
JURY TRIAL DEMANDED

RECEIPT #: CCH465920003  
DATE PAID: 01/24/14 08:19 AM  
PAYMENT: \$435.00  
RECEIVED: 310  
CHECK: \$435.00  
CASH: \$0.00  
CHANGE: \$0.00  
FND: \$0.00

CIT CASE: BC534150  
LEA/DEF#:

1 Plaintiff GREGG BREED ("Plaintiff") brings these causes of action against Defendant  
2 LOSANGELES UNIFIED SCHOOL DISTRICT ("LAUSD" or "Defendant"), a school district  
3 duly organized and existing under the laws of the State of California, and Does 1-100, inclusive,  
4 based on the following allegations:

5  
6 **PARTIES, VENUE AND JURISDICTION**

7 1. Plaintiff GREGG BREED, an individual, is a resident of the State of California,  
8 County of San Bernardino.

9 2. Defendant LOS ANGELES UNIFIED SCHOOL DISTRICT is a school district  
10 which controls and operates public elementary schools and secondary schools within the City  
11 and County of Los Angeles and is organized and existing under the laws of the State of  
12 California.

13 3. Plaintiff is ignorant of the true names and capacities of the defendants sued herein  
14 as DOES 1 through 100 and therefore sues them by such fictitious names. Plaintiff is informed  
15 and believes and thereon alleges that said defendants are in some manner legally responsible for  
16 the activities and damages alleged herein. Plaintiff will amend this Complaint to allege their true  
17 names and capacities when ascertained.

18 4. All claims asserted herein arose in Los Angeles County, California and therefore  
19 this court has jurisdiction over all Defendants and causes of action since, as alleged below,  
20 Defendants inflicted their harm upon Plaintiff in the County of Los Angeles, State of California.

21 5. Venue is proper in this court insofar as Defendants regularly conduct business in  
22 the County of Los Angeles. Venue is further proper in this court insofar as the wrongful acts,  
23 injury and transactions occurred in the County of Los Angeles, State of California.

24 6. Plaintiff is informed, believes and thereon alleges that each of the Defendants is  
25 the agent, joint venture, and/or employee of each of the remaining Defendants and in doing the  
26 things hereinafter alleged, each was acting within the course and scope of said agency,  
27 employment and/or joint venture with the advance knowledge, acquiescence, or subsequent  
28 ratification of each and every remaining Defendant.

1 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

2 7. On October 7, 2013, Plaintiff filed a timely claim for Damages to Person or  
3 Property against the Defendant with the LAUSD Executive Office of the Board of Education  
4 (See Attached Exhibit A). The October 7 claim demanded payment of Defendant's illegal  
5 withholding of Plaintiff's California Public Employees Retirement System ("PERS")  
6 contribution pursuant to Plaintiff's negotiated hiring terms, and loss of income and medical  
7 insurance, plus applicable attorney's fees. To date, Plaintiff has received no response from  
8 LAUSD.

9 8. On October 24, 2013, Plaintiff notified LAUSD Inspector General Ken Bramlett a  
10 Request for Investigation letter pursuant to LAUSD Whistleblower Policy and California  
11 Education Code Section 44110 *et seq*, detailing the allegations found in this complaint date,  
12 Plaintiff has received no response from LAUSD.

13 9. Plaintiff has exhausted all available administrative remedies in an attempt to  
14 resolve the matter described in this Complaint.

15  
16 **INTRODUCTION**

17 10. This Complaint is brought by Gregg Breed ("Breed" or "Plaintiff"), a former  
18 employee of the Los Angeles Unified School District ("LAUSD" or "Defendant"). After being  
19 selected as the Chief Risk Officer ("CRO") for the LAUSD in 2012, Breed spent the better part  
20 of the 2012 developing an innovative and comprehensive early resolution process for LAUSD in  
21 response to the Miramonte Elementary School sex-abuse scandal ("Miramonte Cases").  
22 However, his tenure was marred by a collection of gross incompetence, corruption, and  
23 mismanagement of public funds on by LAUSD's Office of the General Counsel ("OGC").  
24 Determined to co-opt the litigation management function of LAUSD, which was once properly  
25 the province of the CRO, the OGC repeatedly undermined and ignored Breed's acumen and  
26 initiative in dealing with the Miramonte Cases to disguise its own corruptions, culminating in the  
27 LAUSD's retaliatory refusal to renew Breed's executive employment agreement in retaliation for  
28 his pointing out the dishonest and inept actions of the OGC. Realizing that the organization to

1 which he devoted his career had no interest in acknowledging and/or investigating his very  
2 serious allegations, Breed retained counsel.

3  
4 **PLAINTIFF BREED'S DISTINGUISHED EMPLOYMENT HISTORY**

5 11. In or about April 2012, Plaintiff entered into a Senior Management Employment  
6 Agreement by which Plaintiff accepted employment with Defendant in the capacity of Chief  
7 Risk Officer, pursuant to the provisions of the agreement. The agreement was effective for the  
8 term of April 9, 2012 through and including June 30, 2013.

9 12. Pursuant to the Employment Agreement, Defendant agreed to pay Plaintiff a  
10 salary of approximately \$14,438 per month and he received approximately \$1,052 per month in  
11 health benefits. Defendant also agreed to pay Plaintiff's PERS contribution in the amount of  
12 \$14,206 per annum.

13 13. Having worked in the field of Risk Management for over 30 years, Plaintiff had  
14 extensive experience settling and negotiating high profile cases and has personally selected  
15 outside counsel and managed complex litigation cases with millions of taxpayer dollars at  
16 stake. Plaintiff has also earned the Associate in Risk Management ("ARM") designation,  
17 which is widely considered the gold standard for risk management professionals. Throughout  
18 the highly extensive CRO interview process with LAUSD, Plaintiff was the number one  
19 ranked candidate.

20  
21 **FIRST SIGNS OF CORRUPTION AND CRONYISM IN THE LAUSD**

22 14. After being hired by Defendant in April 2012, Plaintiff immediately began to  
23 notice corruption and cronyism in the OGC. For example, the CRO's office, in conjunction  
24 with the OGC, had developed an approved list of outside counsel (hereinafter referred to as the  
25 "Defense Panel") for litigation defenses. The purpose of the Defense Panel is to ensure that  
26 any retained outside counsel are selected on the basis of experience, professional reputation  
27 and proven results. Current members are also members of the American Board of Trial  
28

1 Advocates (“ABOTA”), which requires members to have completed at least 10 civil jury trials  
2 to jury verdict as lead counsel.

3 15. Despite the existence of the Defense Panel list, Chief Business and Compliance  
4 Counsel Gregory McNair (“McNair”), under direction of LAUSD General Counsel David  
5 Holmquist (“Holmquist”), selected outside counsel based on his personal relationships rather  
6 than using the Defense Panel criteria. The Defense Panel criteria required that any counsel  
7 defending the Miramonte Cases have experience in sexual assault and molestation cases.

8 16. Instead of following the Defense Panel criteria, McNair hired attorney Thomas  
9 Delaney (“Delaney”) of the law firm Sedgwick, LLP, on the basis of information and belief,  
10 once employed McNair. McNair also hired attorney Sean Andrade (“Andrade”) of the law  
11 firm Baute, Crochetiere and Maloney LLP. On information and belief, Baute was a law school  
12 classmate of McNair’s, and the case was assigned to Andrade. Neither firm had experience in  
13 the area of sexual assault and molestation cases.

14 17. Counsel listed on the LAUSD Defense Panel qualified in the area of sexual  
15 assault and molestation cases with relevant experience in this area of law charge in the area of  
16 \$175 an hour. However, Delaney was paid his normal rate of \$455 an hour and Andrade’s was  
17 paid his normal rate of \$390 an hour. In just one example of LAUSD’s gross mismanagement  
18 of public funds, on or about June 28, 2013, McNair hired attorneys Art Preciado (“Preciado”) and  
19 David Earnst (“Earnst”), who are qualified in the areas of sexual assault and molestation  
20 cases and included on the Defense Panel, to teach a training session to Delaney, Andrade and  
21 others about sexual assault and molestation cases. Preciado and Earnst charge \$175 an hour.

22  
23 **BOARD’S ADOPTION OF BREED’S EARLY RESOLUTION PROCESS**  
24 **FOR MIRAMONTE CASES**

25 18. Pursuant to his duties as CRO, Plaintiff began to attend defense meetings  
26 regarding the Miramonte Cases within two weeks of being hired. At these meetings, Plaintiff  
27 raised questions about the Miramonte plaintiffs’ claims and how LAUSD would “value” these  
28

1 cases. Using his expertise and experience, Plaintiff proposed an early resolution and structured  
2 settlement process ("Early Resolution Process").

3 19. On or about June 5, 2012, the LAUSD Board of Directors ("Board") approved  
4 the Early Resolution Process proposed by Plaintiff.

5 20. A central feature of the Early Resolution Process was a self-disclosure  
6 document called a "Fact Sheet" to be completed by each individual Miramonte claimant and  
7 signed by both their guardian and attorney. Upon reviewing each statement, a team comprised  
8 of Plaintiff, LAUSD Assistant General Counsel Jesus Melendez, LAUSD Director of  
9 Insurance Robert Reider, and Defense Panel member Art Preciado would assign a rating to the  
10 claim based on the level of severity of the alleged abuse and credible documentation  
11 supporting the respective claim listed in the Fact Sheet. The team's collective recommendation  
12 would then be taken forward by Plaintiff to the Executive Team comprised of McNair, Tom  
13 Delaney and Plaintiff. This Executive Committee was required to sign off on a jointly agreed  
14 settlement value for each Miramonte plaintiff. The equitable idea behind this approach, as  
15 directed by the LAUSD Board, was that available settlement funds should be apportioned,  
16 based on the level of exposure and injury experienced by each claimant.

17  
18 **RETALIATION AGAINST BREED BEGINS**

19 21. In or about October 2012, in the first of a series of retaliatory actions designed  
20 to attack Plaintiff's credibility and undermine his authority with the Board, Plaintiff received  
21 an outrageously negative and patently fabricated personnel evaluation by Chief Operating  
22 Officer Enrique Boull't ("Boull't). Plaintiff is informed and believes that Boull't, who for  
23 years permitted Holmquist and McNair to drive out several past CROs, had conspired with  
24 Holmquist and McNair to drive Plaintiff out of his position as CRO by engaging in retaliatory  
25 actions, the first of which being the negative performance evaluation.

26 22. On or about February 8, 2013, a spontaneous letter of support of Plaintiff  
27 written by CRO employee Rosalie Lomeli and was sent to Boull't. The letter, signed by over  
28 25 staff members of the CRO department, thanked Boull't for selecting Plaintiff as CRO and  
b

1 described Plaintiff as someone who “has shown great interest in boosting morale” and that  
2 Plaintiff’s “positive attitude has had a terrific influence on the way Risk Management staff  
3 views the division.”  
4

5 **LAUSD’S CORRUPT MISMANAGEMENT OF THE MIRAMONTE CASES**

6 23. Despite the overwhelming appreciation and respect Plaintiff received by the  
7 majority of the Risk Management Department, Defendant, in yet another action designed to  
8 subvert the Board’s direction and undermine Plaintiff’s authority and reputation within the  
9 LAUSD, engaged in a serious action that is a catalyst of this Complaint. Rather than employ  
10 the Board-approved Early Resolution Process originally proposed by Plaintiff, on or about  
11 February 14, 2013, McNair made a highly suspect and ultimately disastrous decision by  
12 barring Plaintiff from the critical final mediation session with Miramonte plaintiff attorney  
13 Raymond Boucher. At this mediation, McNair and his non-Defense Panel attorneys settled a  
14 large group of Miramonte cases at a flat rate of \$470,000 for each claimant, contrary to the  
15 individualized approach developed by Plaintiff and approved by the Board. When Plaintiff  
16 inquired about the results of the February 14 mediation, McNair falsely stated to Plaintiff that  
17 the cases had *not* settled and even advised outside counsel to not tell Plaintiff that the cases had  
18 in fact settled.

19 24. Plaintiff is informed and believes and on that basis alleges that McNair made  
20 the decision to completely exclude Plaintiff from this process because he knew that Plaintiff  
21 would object to this non-specific and fiscally irresponsible approach, and bring the matter to  
22 the attention of the LAUSD Board out of concern that McNair was engaging in improper  
23 governmental conduct, making a gift of public funds as to certain of the Miramonte claimants  
24 and subverting the Board’s direction.

25 25. After the February 14 mediation, Plaintiff learned there had been neither a  
26 review of some of the Miramonte claimants’ Fact Sheets nor a meeting of the Executive  
27 Committee to review and sign off on the Fact Sheets prior to the settlement. Instead, McNair  
28 requested review of the Fact Sheets *several weeks after* the settlement and after the public  
29

1 announcement of the \$470,000 payment to each Miramonte claimant. McNair's actions  
2 violated the LAUSD's Board-approved process to vet each litigant and ensure both that  
3 taxpayer dollars were spent properly and victims were adequately compensated, but not over  
4 compensated.

5 26. An examination of the Miramonte claimants' Fact Sheets by Plaintiff revealed  
6 numerous errors such as the lack of signatures verifying the factual information submitted by  
7 claimants, lack of Social Security numbers, the wrong names (of litigants) when compared to  
8 the school classroom rosters, lack of supporting documents, among the defects. Plaintiff also  
9 found numerous inequities and unintended results. The following are a few examples:

10  
11 Example 1: One claimant who was allocated \$470,000 did not attend classes with the  
12 abuser nor was he in the after school program. The claimant essentially maintained  
13 others wanted and got money so he should also get some as well.

14  
15 Example 2: A female claimant was touched just once on the shoulder by the accused  
16 teacher. When this was pointed out, outside counsel contacted the Mediator to  
17 determine if the payment could be reduced or retracted; however, the Mediator ruled  
18 that because had already agreed to the payment amount the settlement would stand.  
19 Because the proper vetting process was not followed, LAUSD will be forced to pay  
20 \$470,000 for a single act of touching on the shoulder.

21  
22 Example 3: Three claimants who received \$470,000 each had made allegations against  
23 an accused teacher as to whom LAUSD had no prior notice of sexual abuse. Because  
24 LAUSD had no prior notice of this alleged abuse until the claims were filed, it was  
25 likely shielded from liability because no negligence on the LAUSD's part occurred.  
26 However, instead of conducting a further investigation or at least formulating a defense  
27 because of the lack of prior notice, the claimants were all awarded the full settlement  
28 amount of \$470,000.



1 Example 4: Of three claimants who were awarded \$470,000 based on alleged abuse by  
2 a second accused teacher, two were never touched and received awards based on  
3 factors such as "being angry" and "not wanting to go on amusement park rides."

4 27. Pursuant to his duties as CRO and the LAUSD Whistleblower Protection  
5 Policy, which protects employees from reprisal for informing their superiors of improper  
6 governmental activities, Plaintiff repeatedly communicated his concerns about McNair's  
7 handling of the Miramonte Cases to his superiors. Under the Whistleblower Protection Policy,  
8 LAUSD had a responsibility to investigate and correct any abuses resulting from improper  
9 governmental activities and to protect those who come forward and report the abuse. The  
10 LAUSD refused to conduct such an investigation.

11 28. On or about April 9, 2013, Plaintiff was informed by Boull't that his  
12 employment contract would not be renewed. No definitive answer was given by Boull't as to  
13 why Plaintiff's contract would not be renewed, despite the overwhelming support of staff  
14 members of the Risk Management Division and the Board.

15 29. Plaintiff is informed and believes and on that basis alleges that Boull't's  
16 decision to not renew Plaintiff's employment contract was in retaliation to Plaintiff's unveiling  
17 of numerous errors on behalf of Defendant, pursuant to Plaintiff's duties as CRO. Plaintiff is  
18 informed and believes that Boull't, McNair, and Holmquist conspired to drive him out of his  
19 position as CRO.

20 30. Following the public announcement of the Miramonte Cases settlement,  
21 Holmquist, to save face for the LAUSD, represented to the public that the settlement amounts  
22 would not be paid by the LAUSD but by third-party insurance companies. Holmquist's  
23 statement was designed to diminish the shock, should it ever be discovered that students who  
24 never even encountered the abuser were handed \$470,000 a settlement strategy developed by  
25 one of Holmquist's subordinates. Holmquist also stated that LAUSD spent \$1 million on  
26 defense costs, when the actual amount was over twice this amount.

27 ///

28 ///

1                    **LOSS OF INSURANCE COVERAGE DUE TO ATTORNEY**  
2                    **INCOMPETENCE BY CORRUPTLY SELECTED COUNSEL**

3            31.     In response to the fact that the counsel selected by McNair to represent LAUSD  
4 in the Miramonte Cases had little to no experience in the area of sexual assault and molestation  
5 cases, the insurance companies were never informed of the date of the final mediation and  
6 were not allowed to participate in the mediation or to approve the settlement *as required by the*  
7 *insurance agreements.*

8            32.     As a result of LAUSD's violation of the various insurance agreements, Plaintiff  
9 is informed and believes the insurance companies have taken the position that they will not  
10 indemnify the LAUSD nor fund the settlement. One carrier, Everest Insurance, has filed suit  
11 against the LAUSD and another, Allied World, issued a "reservation of rights" letter on or  
12 about February 21, 2013 regarding the lack of notice of LAUSD's decision to settle the  
13 Miramonte Cases. As a result of rejecting Plaintiff's advice to the contrary, it is likely that  
14 LAUSD will be solely liable for the \$30 million committed in mediation and an additional \$30  
15 million allocated for the remaining Miramonte cases.

16           33.     Due to cronyism, corruption and mismanagement on behalf of Boull't, McNair,  
17 and Holmquist, Plaintiff is informed and believes LAUSD's current insurers have refused to  
18 submit bids for insurance coverage for 2013-2014 School Year. Plaintiff is informed and  
19 believes this lack of submissions relates back entirely to the decisions of Holmquist, McNair  
20 and their outside legal team to not fulfill its contractual requirements to the insurance  
21 companies. Despite the outside law firms' dereliction that has caused the LAUSD to lose  
22 insurance coverage for both the Miramonte cases and for all claims in the future, McNair, in  
23 another example of egregious cronyism, selected the same attorney (Andrade) to represent  
24 LAUSD in litigation filed by one of the insurance companies, Everest Insurance, where his  
25 own actions and decisions *will be the central legal issue adjudicated.*

26           34.     On or about June 12, 2013, at a Weekly Assignment Meeting, Plaintiff objected  
27 to Andrade being selected to represent LAUSD in the insurance company litigation because of  
28 the obvious conflict of interest. However, Plaintiff's sound advice was once again ignored.

1 Plaintiff is informed and believes LAUSD's decision runs contrary to the best interests of  
2 LAUSD.

3  
4 **FURTHER RETALIATION AND PLAINTIFF'S EVENTUAL TERMINATION**

5 35. In response to inquiries to LAUSD from the media, on or about June 25, 2013,  
6 Defendant filed a complaint for injunctive relief against Plaintiff in Los Angeles County  
7 Superior Court seeking a gag order to preclude Plaintiff from speaking to or disclosing  
8 information about LAUSD's mismanagement and corrupt practices leading to the Miramonte  
9 settlement fiasco. This lawsuit was nothing more than further retaliation and designed to both  
10 punish Plaintiff and to make sure that LAUSD's mismanagement.

11 36. Rather than admit the mistakes that have caused a financial disaster for the  
12 LAUSD, Boull't, Holmquist and McNair instead pressed to terminate Plaintiff's tenure with  
13 the LAUSD in retaliation to Plaintiff's objections so their conflicts of interests, gross  
14 incompetence and corruption can be swept under the rug, all at the expense of the taxpayers  
15 and students of LAUSD.

16 37. Plaintiff's employment agreement was not renewed and his employment  
17 terminated on June 30, 2013. Upon termination, Plaintiff did not receive his accrued vacation  
18 pay nor did Defendant make Plaintiff's PERS contributions pursuant to the employment  
19 agreement.

20 38. After Plaintiff's termination, Boull't promoted Gifty Beets ("Beets"), his own  
21 Project Management Administrator into the role of interim CRO. After only four months in  
22 the position, Beets was removed from her position based on questions raised by LAUSD's  
23 Personnel Commission about her lack of qualifications.

24 39. Plaintiff did not receive his accrued vacation pay until July 31, one month after  
25 he was terminated.

26 ///

27 ///

1           **REFUSAL TO COMPLY WITH PUBLIC RECORDS REQUEST TO FURTHER**  
2                                   **SHIELD ITS INCOMPETENCE AND CORRUPTION**

3           40.     On November 11, 2013, Plaintiff sent by facsimile and first-class mail a letter to  
4 Holmquist requesting a number of identifiable public documents pursuant to the Public  
5 Records Act (Government Code section 6250 *et seq.*). These documents would shed light on  
6 the LAUSD's interactions with Breed. A true and correct copy of this letter is attached as  
7 Exhibit B.

8           41.     Given the lack of response from Holmquist or LAUSD, Plaintiff sent another  
9 email to LAUSD on November 26, 2013, requesting a confirmation of the receipt of the public  
10 records pursuant to the Public Records Act. A true and correct copy of this letter is attached as  
11 Exhibit C.

12           42.     On November 27, 2013, the LAUSD responded to Plaintiff's request for public  
13 records by requesting for additional time pursuant to Government Code section 6253,  
14 subsection (c). A true and correct copy of this letter is attached as Exhibit D.

15           43.     On December 23, 2013, the LAUSD responded to Plaintiff's Public Records  
16 Request. LAUSD asserted an exemption for five categories of documents. A true and correct  
17 copy of this letter is attached as Exhibit E.

18                                   **FIRST CAUSE OF ACTION**  
19                                   **VIOLATION OF CIVIL RIGHTS**  
20                                   **42 U.S.C. §1983**

21           44.     Plaintiff hereby realleges and incorporates by reference Paragraphs 1 through  
22 44, inclusive, of this Complaint as though set forth in full.

23           45.     The above-alleged conduct by Defendant was unwelcomed, directed towards  
24 Plaintiff, and was part of an ongoing and continuing pattern of driving out Plaintiff as CRO of  
25 LAUSD.

26           46.     The above-alleged conduct was orchestrated by members of the LAUSD, a  
27 public school district and state actor.  
28

1           47.     The First Amendment provides, in part, that “Congress shall make no law . . .  
2 abridging the freedom of speech.” U.S. Const. Amend. I. This prohibition was made  
3 applicable to the States and their political subdivisions by virtue of the Fourteenth Amendment.  
4 U.S. Const. Amend. XIV.

5           48.     Plaintiff engaged in speech and conduct protected under the First Amendment  
6 of the U.S. Constitution by going to the media with the June 17, 2013 letter to the LAUSD  
7 Board. Prior to the drafting of the June 17<sup>th</sup> letter, Plaintiff, a public employee, consistently  
8 raised his mismanagement concerns internally in his capacity as a public employee pursuant to  
9 his official duties, and was repeatedly ignored and undermined by Defendant.

10          49.     Faced with the moral dilemma of observing first hand improper governmental  
11 conduct by Defendant in one of the largest school districts in the United States and at the  
12 taxpayer’s expense, Plaintiff had no choice but to communicate his concerns in his private  
13 capacity to a news reporter.

14          50.     Plaintiff’s concerns about gross mismanagement and incompetence involving  
15 LAUSD, a public entity financed by the State of California, is a matter of public concern that  
16 affects all taxpayers. This public concern clearly outweighs any legitimate interest of LAUSD  
17 to ensure their incompetence goes unnoticed by the public.

18          51.     By virtue of the conduct set forth herein, Defendants individually and in their  
19 managerial capacity on behalf of Defendant made a determination to retaliate against the  
20 Plaintiff by refusing to renew his employment contract based on Plaintiff’s exercise of  
21 protected speech. Plaintiff was subjected to acts of retaliation as described throughout the  
22 Complaint herein. By these acts, Defendants have deprived Plaintiff of substantive due  
23 process rights secured by the Fourteenth Amendment of the United States Constitution in  
24 violation of 42 U.S.C. §1983.

25          52.     Plaintiff’s objections to the gross mismanagement of Defendant and  
26 communication to the news reporter was a clear motivating factor in LAUSD’s decision to not  
27 renew his employment agreement, as Plaintiff was terminated less than two weeks after  
28 LAUSD received the letter.

1 53. As a further direct and proximate result of the violation of Plaintiff's civil rights,  
2 Plaintiff has and will continue to suffer severe mental anguish and emotional distress in the  
3 form of anger, anxiety, embarrassment, humiliation, damage to his professional reputation, and  
4 other incidental expenses; suffer loss of earnings and other employment benefits and job  
5 opportunities. Plaintiff is thereby entitled to general and compensatory damages in an amount  
6 according to proof at trial.

7 54. Defendant acted with malice, oppression and fraud, with the wrongful intention  
8 of hurting Plaintiff, for an improper and evil motive amounting to malice, and in conscious  
9 disregard of Plaintiff's rights. Plaintiff is therefore entitled to recover punitive damages in an  
10 amount according to proof at trial.

11 55. As a result of defendants' retaliatory and discriminatory conduct, Plaintiff has  
12 been compelled to retain legal counsel, and is entitled to reasonable attorneys' fees and costs of  
13 suit, pursuant to 42 USC § 1983, and 42 USC §1988.

14 **SECOND CAUSE OF ACTION**

15 **FAILURE TO TIMELY PAY FINAL WAGES**

16 **California Labor Code §201 and §202**

17 56. Plaintiff hereby realleges and incorporates by reference Paragraphs 1 through  
18 55, inclusive, of this Complaint as though set forth in full.

19 57. California Labor Code §201 and §202 requires an employer to pay their  
20 employees all wages due immediately upon discharge. Cal. Labor Code §203 requires  
21 Defendants to pay each former employee described above a penalty of 30 days' wages, or  
22 wages for such lesser number of days as exist between the date such employee's job was  
23 terminated by employer or by the employees with 72 hours notice, or 72 hours after  
24 termination if initiated by the employee without notice. The California Labor Code also  
25 requires full payment of all accrued vacation pay owed at time of termination or  
26 commencement of an action thereon.

27 58. Defendant did not provide Plaintiff his outstanding accrued vacation pay on his  
28 last day of employment.

1 59. Defendant, as part of Plaintiff's employment agreement and compensation  
2 package, agreed to pay Plaintiff's contribution to the California Public Employees Retirement  
3 System ("PERS") as inducement to have Plaintiff accept employment. Defendant has since  
4 refused to pay these contributions.

5 60. By failing to pay Plaintiff his accrued vacation pay upon discharge and the  
6 aforementioned PERM contributions, Defendants have violated the California Labor Code.

7 61. As a proximate result of Defendant's violations of the aforementioned Labor  
8 Codes Plaintiff is entitled to waiting time penalties.

9 62. Plaintiff further demands reasonable attorneys' fees and costs for enforcing this  
10 action in an amount not yet ascertained.

11 **THIRD CAUSE OF ACTION**

12 **RETALIATION**

13 **California Education Code §44114 et seq.**

14 63. Plaintiff hereby realleges and incorporates by reference Paragraphs 1 through  
15 62, inclusive, of this Complaint as though set forth in full.

16 64. At all times mentioned herein, California Education Code §44114 was in effect  
17 and binding on Defendant. California Education Code §44114 provides that a public school  
18 employer may not engage in "acts of reprisal, retaliation, threats, coercion, or similar acts  
19 against a public school employee for having made a protected disclosure." Cal. Educ. Code  
20 §44114(b). "Protected Disclosure" is defined by section 44112(e) as "a good faith  
21 communication that discloses or demonstrates an intention to disclose information that may  
22 evidence...an improper governmental activity." Under section 44112, the reporting of  
23 improper governmental activities includes activities that are economically wasteful or involves  
24 "gross misconduct, incompetency, or inefficiency." Cal. Educ. Code §44112(c)(2).

25 65. Plaintiff, pursuant to his duties as CRO, repeatedly communicated his concerns  
26 about Defendant's eleventh hour exclusion of Plaintiff and the insurance companies in the  
27 Miramonte settlement negotiations. Plaintiff also communicated his concerns about McNair's  
28 refusal to review the Miramonte claimant's Facts Sheets prior to the settlements. Upon

1 reviewing the Fact Sheets himself pursuant to his official duties and disclosing his concerns  
2 about Defendant's various oversights costs taxpayers hundreds of thousands of dollars,  
3 Plaintiff was notified his employment contract would not be renewed.

4 66. Defendant's mismanagement of taxpayer funds to settle Miramonte claims with  
5 claimants who had no causal connections to the case is economically wasteful and gross  
6 misconduct and constitute improper governmental activities under California Education Code  
7 §44112(c)(2). Furthermore, Defendant, through McNair, engaged in cronyism by hiring  
8 unqualified attorneys to whom he had personal relationships with that were paid over twice the  
9 Board-approved rates. These inefficient economically wasteful actions constitute improper  
10 governmental activities under section 44112(c)(2).

11 67. Plaintiff's suffered an adverse employment action in retaliation for his repeated  
12 disclosures of improper governmental activities to both Defendant and the media when his  
13 employment contract was not renewed, therefore leading to his termination.

14 68. Such actions are unlawful, and retaliatory in violation of section 44114, and  
15 have resulted in damage and injury to Plaintiff.

16 69. The above conduct violates California Education Code §44114 entitling  
17 Plaintiff to all available categories of damages

18 70. By reason of the conduct of Defendant and their directors, executives, officers,  
19 employees and agents, Plaintiff has necessarily retained attorneys to prosecute the within  
20 action. Plaintiff is therefore entitled to reasonable attorney's fees and litigation expenses,  
21 including expert witness fees and costs, incurred in bringing the within action.

22 **FOURTH CAUSE OF ACTION**

23 **RETALIATION**

24 **California Labor Code §1102.5**

25 71. Plaintiff hereby realleges and incorporates by reference Paragraphs 1 through  
26 70, inclusive, of this Complaint as though set forth in full.

27 72. At all times mentioned herein, California Labor Code §1102.5 was in effect,  
28 and binding on Defendants. California Labor Code §1102.5 provides that an employer may not



1 make, adopt, or enforce any rule, regulation, or policy preventing an employee from disclosing  
2 information to a government or law enforcement agency, where the employee has reasonable  
3 cause to believe that the information discloses a violation of state or federal statute, or a  
4 violation or noncompliance with a state or federal rule or regulation.

5 73. California Labor Code §1102.5 further provides that an employer may not  
6 retaliate against an employee for disclosing information to a government or law enforcement  
7 agency, where the employee has reasonable cause to believe that the information discloses a  
8 violation of state or federal statute, or a violation or noncompliance with a state or federal rule  
9 or regulation.

10 74. Plaintiff, as stated throughout this Complaint, repeatedly communicated  
11 improper government activities pursuant to his duties as CRO internally to Defendant. When  
12 Plaintiff's disclosures were ignored by Defendant, Plaintiff, in his private capacity, notified a  
13 new reporter of the activities.

14 75. Plaintiff's suffered an adverse employment action in retaliation for his  
15 objections when Plaintiff's employment contract was not renewed less than two weeks after  
16 Plaintiff notified the media. Such actions are unlawful, and retaliatory in violation of section  
17 1102.5, and have resulted in damage and injury to Plaintiff.

18 76. The above conduct violates California Labor Code §1102.5 entitling Plaintiff to  
19 all available categories of damages

20 77. In light of Defendants' willful, knowing, and intentional conduct against  
21 Plaintiff, Plaintiff seeks an award of punitive and exemplary damages in an amount according  
22 to proof.

23 **FIFTH CAUSE OF ACTION**

24 **RETALIATION**

25 **California Government Code §53298 et seq.**

26 78. Plaintiff hereby realleges and incorporates by reference Paragraphs 1 through  
27 77, inclusive, of this Complaint as though set forth in full.  
28

1           79.    At all times mentioned herein, California Government Code §53298 was in  
2 effect, and binding on Defendant. California Government Code §53298 provides that no  
3 public agency of the state shall take a reprisal action against an employee who files a complaint  
4 pursuant to the locally adopted administrative procedures.

5           80.    Pursuant to LAUSD's locally adopted Whistleblower Protection Policy, which  
6 encourages employees to disclose improper governmental activities based in part on California  
7 Education Code §44112(c), Plaintiff, repeatedly communicated both verbally and in writing to  
8 his superiors his concerns about gross mismanagement, wasteful spending and cronyism in  
9 relation to Defendant's handling of the Miramonte Cases. These concerns were never  
10 investigated by LAUSD pursuant to their own policy.

11           81.    Specifically, Plaintiff, through his attorney, sent a formal letter signed under the  
12 penalty of perjury to the LAUSD Board prior to Defendant's refusal to renew Plaintiff's  
13 employment agreement. As a result, Defendant, in retaliation to Plaintiff's "whistleblowing"  
14 to the Board, refused to renew Plaintiff's employment agreement, effectively terminating him  
15 June 30, 2013.

16           82.    Defendant's actions violate both California Government Code §53298 as  
17 reprisal to Plaintiff's complaint and LAUSD's own Whistleblower Protection Policy for failure  
18 to investigate Plaintiff's claims. Accordingly, Plaintiff is entitled to all available categories of  
19 damages.

20   **SIXTH CAUSE OF ACTION**

21                           **WRONGFUL DISCHARGE IN VIOLATION OF PUBLIC POLICY**

22   **(TAMENY CLAIM)**

23           83.    Plaintiff hereby realleges and incorporates by reference Paragraphs 1 through  
24 82, inclusive, of this Complaint as though set forth in full.

25           84.    Plaintiff, pursuant to his official capacity as CRO, repeatedly communicated his  
26 concerns to Defendant regarding Defendant's gross mismanagement of the Miramonte Cases.

27           85.    Plaintiff's suffered an adverse employment action in retaliation for expressing  
28 these concerns when Plaintiff's employment contract was not renewed and he was terminated.

1 86. A nexus exists between Plaintiff's termination and the protected activity of  
2 disclosing improper governmental activities under California Education Code §44112, as  
3 Plaintiff's employment contract was not renewed when he was eligible. Plaintiff's termination  
4 occurred in close proximity to his protected activity, as he was notified he would be terminated  
5 soon after his discovery the Miramonte plaintiff's Fact Sheets were not properly reviewed  
6 before the settlement. Moreover, Plaintiff's actual termination occurred less than two weeks  
7 after he approached the media in his private capacity.

8 87. Such actions by a public school district and state actor are unlawful and  
9 retaliatory in violation of the public policy of California, and have resulted in damage and  
10 injury to Plaintiff.

11 88. By reason of the conduct of Defendants and their directors, executives, officers,  
12 employees and agents as alleged above, Plaintiff has necessarily retained attorneys to prosecute  
13 the within action. Plaintiff is therefore entitled to reasonable attorney's fees and litigation  
14 expenses, including expert witness fees and costs, incurred in bringing the within action.

15 89. As a proximate result of Defendant's willful, knowing, and intentional  
16 retaliation against Plaintiff, he has sustained and continues to sustain substantial losses in  
17 earnings and other employment benefits.

18 **SEVENTH CAUSE OF ACTION**

19 **UNJUST ENRICHMENT**

20 90. Plaintiff hereby realleges and incorporates by reference Paragraphs 1 through  
21 89, inclusive, of this Complaint as though set forth in full.

22 91. As mentioned hereinabove, Defendant was enriched by obtaining the work,  
23 labor and services provided by Plaintiff. In exchange, Plaintiff received insufficient  
24 consideration in violation of the prevailing public policy.

25 92. While Defendant was enriched by the services provided by Plaintiff, they were  
26 at the expense of Plaintiff, as Defendant failed and refused to timely pay Plaintiff's accrued  
27 vacation compensation and has still refused to pay Plaintiff's PERM contributions, for which  
28 Plaintiff was legally entitled.



1 **NINTH CAUSE OF ACTION**

2 **DECLARATORY AND INJUNCTIVE RELIEF**

3 **California Government Code § 6250**

4 101. Plaintiff hereby realleges and incorporates by reference Paragraphs 1 through  
5 100, inclusive, of this Complaint as though set forth in full.

6 102. LAUSD must make available for Plaintiff's review and inspection all  
7 documents specified in Plaintiff's California Public Records Act Request dated November 11,  
8 2013. (Exhibit B).

9 103. Pursuant to Government Code section 6258, a judicial declaration and  
10 injunctive relief is necessary and appropriate at this time as to LAUSD's obligation to produce  
11 documents under the California Public Records Act Request documents.

12 **TENTH CAUSE OF ACTION**

13 **BREACH OF CONTRACT**

14 104. Plaintiff hereby realleges and incorporates by reference Paragraphs 1 through  
15 103, inclusive, of this Complaint as though set forth in full.

16 105. Plaintiff entered into a written Employment Agreement by which Plaintiff  
17 accepted employment with Defendant in the capacity of Chief Risk Officer, pursuant to the  
18 provisions of the agreement. The Employment Agreement was effective for the term of April  
19 9, 2012 through and including June 30, 2013.

20 106. Pursuant to the Employment Agreement, Defendant agreed to pay Plaintiff's  
21 PERS contribution in the amount of \$14,206 per annum.

22 107. Plaintiff fully performed all terms of the Employment Agreement and all  
23 conditions required by the agreement in order for Defendant to perform had been completed.

24 108. Defendant failed to honor the terms of the Employment Agreement by failing to  
25 pay Plaintiff's PERS contribution in the amount of \$14,206 per annum.

26 109. Plaintiff has been substantially harmed by Plaintiff's breach of contract.  
27  
28  
b

1 **CLAIM FOR PUNITIVE DAMAGES**

2 **(Applies to Causes of Actions 1, 3 through 8)**

3 110. Plaintiff hereby realleges and incorporates by reference Paragraphs 1 through  
4 109, inclusive, of this Complaint as though set forth in full.

5 111. As a direct, foreseeable and proximate result of Defendants' conduct, Plaintiff  
6 has lost income, promotional and career opportunities, and has suffered other economic losses  
7 in an amount to be determined at time of trial.

8 112. As a direct, foreseeable and proximate result of Defendants' outrageous conduct  
9 as alleged herein, Plaintiff has suffered great anxiety, embarrassment, anger, loss of enjoyment  
10 of life, injury to reputation, and severe emotional distress in an amount to be determined at  
11 time of trial.

12 113. Defendant committed the acts alleged herein maliciously, fraudulently, and  
13 oppressively, and with the wrongful intention of injuring plaintiff, and acted with an improper  
14 and evil motive amounting to malice or despicable conduct. Alternatively, Defendant's  
15 wrongful conduct was carried out with a conscious disregard of Plaintiff's rights. As a result  
16 of Defendant's conduct, Plaintiff is entitled to recover punitive and exemplary damages in an  
17 amount commensurate with each defendant's wrongful acts and sufficient to punish and deter  
18 future similarly reprehensible conduct.

19 114. Plaintiff is entitled to recover prevailing party attorney's fees pursuant to the  
20 provision of the California Labor Code and by other statutory entitlements.

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff prays as follows:

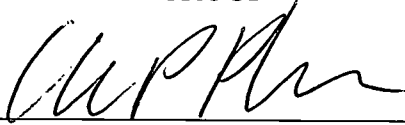
- 3 1. For damages in an amount to be proven, including lost wages and premium pay, general  
4 and compensatory damages and penalties in an amount in excess of the minimal  
5 jurisdictional limits of this court;
- 6 2. For punitive damages in a sum sufficient to deter;
- 7 3. For attorney fees as authorized by law;
- 8 4. For costs of suit incurred;
- 9 5. For prejudgment interest;
- 10 6. For such other and further relief as this court may deem just and proper.
- 11 7. Damages in an amount not less than \$10,000,000.

12  
13 **DEMAND FOR JURY TRIAL**

14 Plaintiff hereby demands trial by jury in this action of all claims asserted against all  
15 Defendants as permitted by law.

16  
17  
18 Dated: January 23, 2014

PETER LAW GROUP

19   
20 \_\_\_\_\_  
21 By: ARNOLD P. PETER  
22 MARCUS J. LEE  
23 BRYAN C. SWAIM  
24 *Attorneys for Plaintiff*  
25 GREGG BREED  
26  
27  
28

01/24/2014



**LOS ANGELES UNIFIED SCHOOL DISTRICT  
CLAIM FOR DAMAGES  
TO PERSON OR PROPERTY**

**INSTRUCTIONS:**

1. Read entire claim form thoroughly.
2. Fill out claim form completely, as indicated.
3. The claim form must be signed by the claimant (or parent/guardian if claimant is a minor).
4. The filing of a claim form does not guarantee the claim will be paid

**NOTE:** PRESENTATION OF A FALSE CLAIM IS A FELONY  
(PENAL CODE SEC. 72)

<b>CLAIM FORM</b>
<b>RESERVED FOR FILING STAMP</b>

1. Name of Claimant: Gregg Breed	2. Home Telephone: 909-883-7851  Business Telephone: (none)
3. Address of Claimant: 1421 Lomita Court, San Bernardino, CA 92405	
4. Name and Address where you wish notices or communications to be sent: PETER LAW GROUP 9100 Wilshire Blvd., Suite 880 West Beverly Hills, CA 90212	
5. Claimant's Date of Birth: July 18, [REDACTED]	6. Claimant's Social Security No: [REDACTED]
7. Date when damage occurred: April 9, 2013	8. Time when damage occurred: between 8:00 a.m and 5:00 p.m.
9. Where did damage or injury occur? (Name of School, Address, Intersection, etc.) At the Administrative building for LAUSD, 333 S. Beaudry Ave, 24th FL, LA, CA 90017	
10. Exact/precise location of incident: (N/E corner, location on property, etc.) 24th floor in Mr. Boull't's office	
11. Describe in detail how damage or injury occurred. (attach additional sheets, diagrams, if necessary) See attached	
12. Were law enforcement emergency agencies called? Yes _____ No <u>  x  </u>	
13. If a physician was visited because of this injury: NO	
Date of Visit:	Physician's Name:
Physician's address:	

01/24/2014

Revised 2005

R&A

14. Why do you believe the Los Angeles Unified School District is responsible?	
See attached	
15. Names of all District employees involved in this injury or damage:	
Rick Boull't	
Dave Holmquist	
Gregory McNair	
16. Witnesses to injury or damage. List all persons, with addresses and phone numbers, known to have information: (Attach additional sheet, if necessary)	
Rick Boull't	Dave Holmquist
Gregory McNair	Gregg Breed
Thomas Delaney, Esq.	Sean Andrade, Esq.
17. List dollar amount of damages incurred to date (attach copies of receipts or estimates)	
See attached	
18. Total dollar amount of damages to date:	
\$75,116.99 plus interest and attorney fees	
19. Total estimated dollar amount of future damages:	
Will be proven in court	
20. Signature of Claimant or person filing on his/her behalf, (give relationship to claimant):	
<i>Arnold P. Peter, Attorney in fact</i>	
21. Print or type name of person listed above	Date:
Arnold P. Peter	10-07-2013

**MAIL ORIGINAL COMPLETED FORM, WITH ANY ATTACHMENTS TO:**

Executive Officer of the Board of Education  
333 S. Beaudry Ave. (24<sup>th</sup> Floor)  
Los Angeles, CA 90017

**WARNING**

Claims for death, injury to person or to personal property must be filed not later than six (6) months after the occurrence (Gov. Code Section 911.2)

All other claims for damages must be filed not later than one year after the occurrence (Gov. Code Section 911.2)

01/24/2014

LOS ANGELES UNIFIED SCHOOL DISTRICT  
CLAIM FOR DAMAGES  
TO PERSON OR PROPERTY

October 07, 2013

11. Describe the damage/injury

- A. Mr. Breed was terminated in retaliation for reporting the following unlawful actions and misuse of government funds and resources:
1. Corruption, cronyism and conflicts of interest in the LAUSD Office of the General Counsel.
    - a. Causing a misuse of Public Funds
  2. Gross incompetence in the settlement of claims filed in the Miramonte sexual abuse scandal.
  3. Gross incompetence by outside counsel engaged by LAUSD that resulted in loss of and/or increase in premium of insurance coverage.
  4. Gift of public funds
    - a. Mr. Breed was not paid for his accrued vacation pay on his last day of employment and LAUSD is liable for "waiting time penalties" consisting of one day's wages to a maximum of 30 days under the California Labor Code.
    - b. LAUSD agreed to pay his contribution into the California Public Employees Retirement System (PERS) as an inducement to have him accept employment and part of his overall compensation but then refused to do so.

17. List of dollar amounts of damages incurred to date:

Item

1. 14,438, plus interest, plus attorney fees for late payment of the vacation payout
2. \$14,206.23, plus interest, plus attorney fees for illegally withholding PERS contribution payment, per negotiated hiring terms.
3. Loss of income: \$14,438/month, plus loss of cost of medical \$1,052.92/month, for each month and future.
4. Reasonable attorney fees and costs

01/24/2014

EXHIBIT B

**PETER  
LAW  
GROUP**

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**Marcus Lee**  
Attorney at Law

Direct 310.432.0513  
Fax 310.432.0599  
Email [mlee@peterlawgroup.com](mailto:mlee@peterlawgroup.com)

November 11, 2013

California Public Records Act Request  
Office of General Counsel  
Los Angeles Unified School District  
333 South Beaudry Avenue, 24th Floor  
Los Angeles, California 90017  
Attn: David Holmquist  
F: 213-241-8444

**VIA FACSIMILE and US MAIL**

**RE: California Public Records Act Request**  
Graham v. Los Angeles Unified School District  
Case No. BC 505673

Dear Mr. Holmquist:

We represent Scot Graham ("Graham"). Pursuant to his rights under the California Public Records Act ("CPRA") (Gov't Code § 6250 *et seq.*), Mr. Graham requests copies of the following documents which we understand to be in the possession of the Los Angeles Unified School District ("LAUSD").

1. All documents related to, referencing, or describing the press conference orchestrated by LAUSD and public relations firm Cerrell Associates ("Cerrell") on May 23, 2013 regarding Graham's allegations against Ramon Cortines ("Cortines") and the LAUSD.
2. All drafts and revisions of the statements issued on or about May 23, 2013 by LAUSD and Cerrell regarding Graham's allegations against Cortines and the LAUSD.
3. Copies of any agreement for services between LAUSD and Cerrell related to, referencing, or describing the press conference held on May 23, 2013 regarding Graham's allegations against Cortines and the LAUSD.
4. Copies of any agreement for services between LAUSD and the law firm of Ballard, Rosenberg, Golper and Savitt, LLP related to, referencing, or describing the press conference held on May 23, 2013 regarding Graham's allegations against Cortines and the LAUSD.

01/24/2014

*KB*

5. All documents related to, referencing, or describing any investigation into Graham's allegations against Ramon Cortines and the LAUSD.
6. All documents related to, referencing, or describing any settlement of claims asserted by Graham against Cortines and the LAUSD.
7. All correspondence, including but not limited to emails by and between Superintendent John Deasy ("Deasy"), Ray Cortines, and LAUSD Board Members (and staff of the either of those offices) regarding Graham's allegations against Cortines and the LAUSD.
8. All documents related to, referencing, or describing documentation produced by LAUSD Senior Supervisor James Sohn as a result of Graham's reporting of the alleged assault to him.
9. All documents related to (including meeting minutes), referencing, or describing the meeting between Graham and LAUSD General Counsel David Holmquist that occurred on Friday, October 15, 2010.
10. All documents related to, referencing, or describing the following regarding the claims submitted by victims of sexual abuse at Miramonte Elementary School ("Miramonte Claims"):
  - A. Claims submitted by victims of sexual abuse at Miramonte Elementary School.
  - B. Approved list of outside counsel for LAUSD (hereinafter referred to as the "Defense Panel") and the criteria for use of legal counsel not on Defense Panel.
  - C. Management of the litigation management process by the Office of the General Counsel.
  - D. The Early Resolution Process as approved by the LAUSD Board on June 5, 2012 regarding the Miramonte Claims.
  - E. The final mediation session with plaintiff attorney Raymond Boucher regarding the Miramonte Claims.
  - F. Any claimant making Miramonte Claims who never attended classes with the abuser or was enrolled in the after school program.
  - G. Female claimant making Miramonte Claim who was touched just once on the shoulder by the accused teacher.
  - H. Loss of insurance coverage for School Year 2013-2014.
  - I. Decision to not renew Chief Risk Officer Gregg Breed's employment agreement.
  - J. Records, by date that were given to the Board Members, regarding the fact that Sedgwick LLP attorney Tom Delaney ("Delaney") was being assigned Miramonte cases for which the firm was being paid \$455/hr, when he was not on the Litigation Defense Panel.
  - K. Board instruction to hire Mr. Delaney for the Miramonte case.
  - L. Records, by date, given to Board members regarding the fact that Delaney had no actual court litigation experience on sexual abuse cases.
  - M. Records given to the Board Members regarding the fact that Baute, Crochetiere & Wang's attorney Sean Andrede ("Andrede") was being assigned Miramonte cases for which he was being paid \$390/hr initially and what his new rate is at his new firm, when he was not on the Litigation Defense Panel.
  - N. Board instruction to hire Andrede for the Miramonte case.

01/24/2014

- O. Records, by date, given to Board members regarding the fact that Andrede had no court litigation experience on sexual abuse cases.
- P. Records regarding the cost (including food) of the training session held on June 28th at the City Club of Los Angeles, where various staff members from LAUSD (OGC, CRO), and some outside counsel were involved in a "training session" on litigation. Please provide who paid these costs and, if the District paid, which budget and department; or if one or more of the outside attorney's offices paid the cost, identify each firm and the amount they paid.
- Q. If any of the outside attorneys were paid for their attendance at the training session conducted at the City Club of Los Angeles on June 28<sup>th</sup>, if so how many hours and what amount per hour.
- R. Any and all correspondence on the appointment of Gifty Beats ("Beats") to the interim position of CRO of LAUSD.
- S. Any paperwork from the Personnel Commission on approving Beats into the Interim CRO position.
- T. Any emails or other written documentation on the removal of Beats from the interim position of CRO. In particular, documents include directions from the Personnel Commission with Superintendent Deasy.
- U. The misdemeanor that the Personnel Commission was considering charging Deasy with, for having Beats in the interim CRO position.
- V. Any emails written by Beats to staff about her being removed from the CRO position.
- W. Any emails from Beats to any staff regarding her time in the position and her being removed from the position.

Pursuant to Government Code Section 6253, subds. (b) and (c), we ask that you deliver to us an exact copy of the above requested documents, or notify us if such delivery would be impracticable, within 10 days from the date of this letter.

Please contact the undersigned should you have any questions or concerns regarding this request. Thank you for your time and attention regarding this matter.

Very truly yours,



Marcus Lee  
For Scot Graham  
PETER LAW GROUP

01/24/2014

EXHIBIT C



**Bryan Swaim**

---

**From:** Bryan Swaim  
**Sent:** Tuesday, November 26, 2013 2:00 PM  
**To:** 'pra@lausd.net'  
**Subject:** PRA Request  
**Attachments:** 11-11-13 Public Records Request.pdf

Hello,

Our office submitted the attached PRA request by fax and mail November 11<sup>th</sup>, 2013. We have yet to receive a response. Can you confirm receipt of the request and the status? Thank you.

**Bryan Swaim**  
**Attorney at Law**

**PETER LAW GROUP**

9100 Wilshire Blvd., Suite 880 West, Beverly Hills, CA 90212  
Office: 310.277.0010 | Direct: 310.432.0520 | Fax: 310.432.0599  
[Bswaim@peterlawgroup.com](mailto:Bswaim@peterlawgroup.com)  
[www.peterlawgroup.com](http://www.peterlawgroup.com)

01/24/2014

*B C*

01/24/2011



## Los Angeles Unified School District

### OFFICE OF THE GENERAL COUNSEL

333 S. Beaudry Avenue, 20<sup>th</sup> Floor, Los Angeles, CA 90017  
TELEPHONE: (213) 241-7600; FACSIMILE (213) 241-3316

JOHN E. DEASY, Ph.D.  
Superintendent of Schools

DAVID HOLMQUIST  
General Counsel

Sent via email to: [mlee@peterlawgroup.com](mailto:mlee@peterlawgroup.com)

November 27, 2013

Marcus Lee, Esq.  
Peter Law Group  
9100 Wilshire Blvd.  
Suite 880 West  
Beverly Hills, CA 90212

Dear Attorney Lee:

This letter is in response to your California Public Records Act request received on November 19, 2013.

Pursuant to California Government Code Section 6253(c), the District requires additional time to respond to your request, due to the following unusual circumstances:

1. The District will need to search for, collect and appropriately examine a voluminous amount of separate and distinct records from field facilities or other establishments that are separate from the office processing the request;

The District will respond to your request no later than the close of business on December 13, 2013 with an estimated date and time responsive documents will be made available.

Should you have any questions, please do not hesitate to contact our office at 213 241-7600.

Sincerely,

*Onelia Vazquez*

Onelia Vazquez,  
Paralegal

/ov

01/27/2014

BD

01/24/2014



## Los Angeles Unified School District

### OFFICE OF THE GENERAL COUNSEL

333 S. Beaudry Avenue, 20<sup>th</sup> Floor, Los Angeles, CA 90017  
TELEPHONE: (213) 241-7600; FACSIMILE (213) 241-3316

JOHN E. DEASY, Ph.D.  
Superintendent of Schools

DAVID HOLMQUIST  
General Counsel

Sent via e-mail to:

[mlee@peterlawgroup.com](mailto:mlee@peterlawgroup.com)

December 23, 2013

Marcus Lee, Esq.  
Peter Law Group  
9100 Wilshire Blvd.  
Suite 880 West  
Beverly Hills, CA 90212

Dear Attorney Lee:

This letter is in response to your California Public Records Act request received on November 19, 2013.

Your request has been reviewed and pursuant to California Government Code Section 6253, the District hereby responds to item 10 as follows:

- A. Claims submitted by victims of sexual abuse at Miramonte Elementary School. – **Redacted copies of minor claims will be provided.**
- B. Approved list of outside counsel for LAUSD (hereinafter referred to as the "Defense Panel") and the criteria for use of legal counsel not on Defense Panel. – **A list will be provided.**
- C. Management of the litigation management process by the Office of the General Counsel. **Litigation Management & Budget Manual will be provided.**
- D. The Early Resolution Process as approved by the LAUSD Board on June 5, 2012 regarding the Miramonte Claims.  
**Attorney-Client Privilege** - Documents are exempt from disclosure pursuant to California Government Code Section 6254 (k) and California Evidence Code Section 954.
- E. The final mediation session with plaintiff attorney Raymond Boucher regarding the Miramonte Claims.  
**Attorney-Client Privilege** - Documents are exempt from disclosure pursuant to California Government Code Section 6254 (k) and California Evidence Code Section 954.

01 / 24 / 2014

to E

- F. Any claimant making Miramonte Claims who never attended classes with the abuser or was enrolled in the after school program. – **No document exists.**
- G. Female claimant making Miramonte Claim who was touched just once on the shoulder by the accused teacher. – **Redacted copies of minor claims will be provided.**
- H. Loss of insurance coverage for School Year 2013-2014. – **No document exists.**
- I. Decision to not renew Chief Risk Officer Gregg Breed's employment agreement. **Please note that the search for potentially responsive documents is ongoing. If any, we anticipate that they should be available shortly.**
- J. Records, by date that were given to the Board Members, regarding the fact that Sedgwick LLP attorney Tom Delaney ("Delaney") was being assigned Miramonte cases for which the firm was being paid \$455/hr, when he was not on the Litigation Defense Panel. **Attorney-Client Privilege** - Documents are exempt from disclosure pursuant to California Government Code Section 6254 (k) and California Evidence Code Section 954.
- K. Board instruction to hire Mr. Delaney for the Miramonte case. – **No document exists.**
- L. Records, by date, given to Board members regarding the fact that Delaney had no actual court litigation experience on sexual abuse cases. – **No document exists.**
- M. Records given to the Board Members regarding the fact that Baute, Crochetiere & Wang's attorney Sean Andrede ("Andrede") was being assigned Miramonte cases for which he was being paid \$390/hr initially and what his new rate is at his new firm, when he was not on the v Litigation Defense Panel. **Attorney-Client Privilege** - Documents are exempt from disclosure pursuant to California Government Code Section 6254 (k) and California Evidence Code Section 954.
- N. Board instruction to hire Andrede for the Miramonte case. **Attorney-Client Privilege** - Documents are exempt from disclosure pursuant to California Government Code Section 6254 (k) and California Evidence Code Section 954.
- O. Records, by date, given to Board members regarding the fact that Andrede had no court litigation experience on sexual abuse cases. – **No document exists.**
- P. Records regarding the cost (including food) of the training session held on June 28th at the City Club of Los Angeles, where various staff members from LAUSD (OGC, CRO), and some outside counsel were involved in a "training session" on litigation. Please provide who paid these costs and, if the District paid, which budget and department; or if one or more of the outside attorney's offices paid the cost, identify each firm and the amount they paid. – **Please note that the search for potentially responsive documents is ongoing. If any, we anticipate that they should be available shortly.**
- Q. If any of the outside attorneys were paid for their attendance at the training session conducted at the City Club of Los Angeles on June 28<sup>th</sup>, if so how many hours and what

01/24/2014

amount per hour. – **Please note that the search for potentially responsive documents is ongoing. If any, we anticipate that they should be available shortly.**

- R. Any and all correspondence on the appointment of Gifty Beets ("Beets") to the interim position of CRO of LAUSD. – **Personnel, Medical or similar records are exempt from disclosure pursuant to California Government Code Section 6254 (c). Redacted and/or non-exempt copies of responsive documents, if any, will be provided.**
- S. Any paperwork from the Personnel Commission on approving Beets into the Interim CRO position. - **Personnel, Medical or similar records are exempt from disclosure pursuant to California Government Code Section 6254 (c). Redacted and/or non-exempt copies of responsive documents, if any, will be provided.**
- T. Any emails or other written documentation on the removal of Beets from the interim position of CRO. In particular, documents include directions from the Personnel Commission with Superintendent Deasy. - **Personnel, Medical or similar records are exempt from disclosure pursuant to California Government Code Section 6254 (c). Redacted and/or non-exempt copies of responsive documents, if any, will be provided.**
- U. The misdemeanor that the Personnel Commission was considering charging Deasy with, for having Beets in the interim CRO position. - **Personnel, Medical or similar records are exempt from disclosure pursuant to California Government Code Section 6254 (c). Redacted and/or non-exempt copies of responsive documents, if any, will be provided.**
- V. Any emails written by Beets to staff about her being removed from the CRO position. **Personnel, Medical or similar records are exempt from disclosure pursuant to California Government Code Section 6254 (c). Redacted and/or non-exempt copies of responsive documents, if any will be provided.**
- W. Any emails from Beets to any staff regarding her time in the position and her being removed from the position. – **Personnel, Medical or similar records are exempt from disclosure pursuant to California Government Code Section 6254 (c). Redacted and/or non-exempt copies of responsive documents, if any, will be provided.**

I will provide you with an estimate for the cost of duplication of the redacted and/or non- exempt responsive documents no later than the close of business January 10, 2014.

Should you have any questions, please do not hesitate to contact our office at 213-241-7600 and reference the following OGC Control number: # 0025534.

Sincerely,

*Onelia Vazquez*

Onelia Vazquez,  
Paralegal  
/ov

01/24/2014

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  
Arnold P. Peter (SBN 120091)  
Peter Law Group  
9100 Wilshire Blvd. Suite 880W, Beverly Hills, CA 90212  
TELEPHONE NO.: (310)277-0010 FAX NO.: (310)432-0599  
ATTORNEY FOR (Name): Gregg Breed

FOR COURT USE ONLY  
**FILED**  
Superior Court of California  
County of Los Angeles  
JAN 23 2014  
Sherri R. Carter, Executive Officer/Clerk  
By [Signature] Deputy  
Shaunya Bolden

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles  
STREET ADDRESS: 111 North Hill Street  
MAILING ADDRESS: Same  
CITY AND ZIP CODE: Los Angeles, CA 90012  
BRANCH NAME: Central

CASE NAME:  
Breed v LAUSD

CASE NUMBER: PC534150

**CIVIL CASE COVER SHEET**  
 **Unlimited** (Amount demanded exceeds \$25,000)  
 **Limited** (Amount demanded is \$25,000 or less)

**Complex Case Designation**  
 **Counter**  **Joinder**  
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

JUDGE:  
DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:
- |  |   |   |
|--|---|---|
| <p><b>Auto Tort</b></p> <input type="checkbox"/> Auto (22)<br><input type="checkbox"/> Uninsured motorist (46) <p><b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b></p> <input type="checkbox"/> Asbestos (04)<br><input type="checkbox"/> Product liability (24)<br><input type="checkbox"/> Medical malpractice (45)<br><input type="checkbox"/> Other PI/PD/WD (23) <p><b>Non-PI/PD/WD (Other) Tort</b></p> <input type="checkbox"/> Business tort/unfair business practice (07)<br><input type="checkbox"/> Civil rights (08)<br><input type="checkbox"/> Defamation (13)<br><input type="checkbox"/> Fraud (16)<br><input type="checkbox"/> Intellectual property (19)<br><input type="checkbox"/> Professional negligence (25)<br><input type="checkbox"/> Other non-PI/PD/WD tort (35) <p><b>Employment</b></p> <input type="checkbox"/> Wrongful termination (36)<br><input checked="" type="checkbox"/> Other employment (15) | <p><b>Contract</b></p> <input type="checkbox"/> Breach of contract/warranty (06)<br><input type="checkbox"/> Rule 3.740 collections (09)<br><input type="checkbox"/> Other collections (09)<br><input type="checkbox"/> Insurance coverage (18)<br><input type="checkbox"/> Other contract (37) <p><b>Real Property</b></p> <input type="checkbox"/> Eminent domain/Inverse condemnation (14)<br><input type="checkbox"/> Wrongful eviction (33)<br><input type="checkbox"/> Other real property (26) <p><b>Unlawful Detainer</b></p> <input type="checkbox"/> Commercial (31)<br><input type="checkbox"/> Residential (32)<br><input type="checkbox"/> Drugs (38) <p><b>Judicial Review</b></p> <input type="checkbox"/> Asset forfeiture (05)<br><input type="checkbox"/> Petition re: arbitration award (11)<br><input type="checkbox"/> Writ of mandate (02)<br><input type="checkbox"/> Other judicial review (39) | <p><b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b></p> <input type="checkbox"/> Antitrust/Trade regulation (03)<br><input type="checkbox"/> Construction defect (10)<br><input type="checkbox"/> Mass tort (40)<br><input type="checkbox"/> Securities litigation (28)<br><input type="checkbox"/> Environmental/Toxic tort (30)<br><input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <p><b>Enforcement of Judgment</b></p> <input type="checkbox"/> Enforcement of judgment (20) <p><b>Miscellaneous Civil Complaint</b></p> <input type="checkbox"/> RICO (27)<br><input type="checkbox"/> Other complaint (not specified above) (42) <p><b>Miscellaneous Civil Petition</b></p> <input type="checkbox"/> Partnership and corporate governance (21)<br><input type="checkbox"/> Other petition (not specified above) (43) |
|--|---|---|

2. This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a.  monetary b.  nonmonetary; declaratory or injunctive relief c.  punitive
4. Number of causes of action (specify): 10
5. This case  is  is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: January 22, 2014  
Arnold P. Peter  
(TYPE OR PRINT NAME)

[Signature]  
(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.



OFFICE OF THE  
SHERIFF - COUNTY OF LOS ANGELES  
SAN ANTONIO

JOHN & KAL

OFFICE OF THE SHERIFF - COUNTY OF LOS ANGELES  
SAN ANTONIO

**INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET**

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

**CASE TYPES AND EXAMPLES**

**Auto Tort**

- Auto (22)—Personal Injury/Property Damage/Wrongful Death
- Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

**Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort**

- Asbestos (04)
  - Asbestos Property Damage
  - Asbestos Personal Injury/Wrongful Death
- Product Liability *(not asbestos or toxic/environmental)* (24)
- Medical Malpractice (45)
  - Medical Malpractice—Physicians & Surgeons
  - Other Professional Health Care Malpractice
- Other PI/PD/WD (23)
  - Premises Liability (e.g., slip and fall)
  - Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
  - Intentional Infliction of Emotional Distress
  - Negligent Infliction of Emotional Distress
  - Other PI/PD/WD

**Non-PI/PD/WD (Other) Tort**

- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
- Defamation (e.g., slander, libel) (13)
- Fraud (16)
- Intellectual Property (19)
- Professional Negligence (25)
  - Legal Malpractice
  - Other Professional Malpractice *(not medical or legal)*
- Other Non-PI/PD/WD Tort (35)

**Employment**

- Wrongful Termination (36)
- Other Employment (15)

**Contract**

- Breach of Contract/Warranty (06)
- Breach of Rental/Lease
  - Contract *(not unlawful detainer or wrongful eviction)*
- Contract/Warranty Breach—Seller Plaintiff *(not fraud or negligence)*
- Negligent Breach of Contract/Warranty
- Other Breach of Contract/Warranty
- Collections (e.g., money owed, open book accounts) (09)
- Collection Case—Seller Plaintiff
- Other Promissory Note/Collections Case
- Insurance Coverage *(not provisionally complex)* (18)
  - Auto Subrogation
  - Other Coverage
- Other Contract (37)
  - Contractual Fraud
  - Other Contract Dispute

**Real Property**

- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (e.g., quiet title) (26)
  - Writ of Possession of Real Property
  - Mortgage Foreclosure
  - Quiet Title
  - Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

**Unlawful Detainer**

- Commercial (31)
- Residential (32)
- Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

**Judicial Review**

- Asset Forfeiture (05)
- Petition Re: Arbitration Award (11)
- Writ of Mandate (02)
  - Writ—Administrative Mandamus
  - Writ—Mandamus on Limited Court Case Matter
  - Writ—Other Limited Court Case Review
- Other Judicial Review (39)
  - Review of Health Officer Order
  - Notice of Appeal—Labor Commissioner Appeals

**Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)**

- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

**Enforcement of Judgment**

- Enforcement of Judgment (20)
  - Abstract of Judgment (Out of County)
  - Confession of Judgment *(non-domestic relations)*
  - Sister State Judgment
  - Administrative Agency Award *(not unpaid taxes)*
  - Petition/Certification of Entry of Judgment on Unpaid Taxes
  - Other Enforcement of Judgment Case

**Miscellaneous Civil Complaint**

- RICO (27)
- Other Complaint *(not specified above)* (42)
  - Declaratory Relief Only
  - Injunctive Relief Only *(non-harassment)*
  - Mechanics Lien
  - Other Commercial Complaint Case *(non-tort/non-complex)*
  - Other Civil Complaint *(non-tort/non-complex)*

**Miscellaneous Civil Petition**

- Partnership and Corporate Governance (21)
- Other Petition *(not specified above)* (43)
  - Civil Harassment
  - Workplace Violence
  - Elder/Dependent Adult Abuse
  - Election Contest
  - Petition for Name Change
  - Petition for Relief From Late Claim
  - Other Civil Petition

SHORT TITLE:

Breed v LAUSD

CASE NUMBER

BC534150

## CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION (CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

**Item I.** Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL?  YES CLASS ACTION?  YES LIMITED CASE?  YES TIME ESTIMATED FOR TRIAL 10-15  HOURS/  DAYS

**Item II.** Indicate the correct district and courthouse location (4 steps – If you checked “Limited Case”, skip to Item III, Pg. 4):

**Step 1:** After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

**Step 2:** Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

**Step 3:** In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

### Applicable Reasons for Choosing Courthouse Location (see Column C below)

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>1. Class actions must be filed in the Stanley Mosk Courthouse, central district.</li> <li>2. May be filed in central (other county, or no bodily injury/property damage).</li> <li>3. Location where cause of action arose.</li> <li>4. Location where bodily injury, death or damage occurred.</li> <li>5. Location where performance required or defendant resides.</li> </ul> | <ul style="list-style-type: none"> <li>6. Location of property or permanently garaged vehicle.</li> <li>7. Location where petitioner resides.</li> <li>8. Location wherein defendant/respondent functions wholly.</li> <li>9. Location where one or more of the parties reside.</li> <li>10. Location of Labor Commissioner Office</li> </ul> |
|---|---|

**Step 4:** Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4. 1., 4. 1., 3. 1., 4.

SHORT TITLE:

CASE NUMBER

Breed v LAUSD

Non-Personal Injury/ Property  
Damage/ Wrongful Death Tort

Employment

Contract

Real Property

Unlawful Detainer

<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice	1., 2., 3.
	<input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input checked="" type="checkbox"/> A6024 Other Employment Complaint Case	1., 2., 3.
	<input type="checkbox"/> A6109 Labor Commissioner Appeals	10.
Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2., 5.
	<input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)	2., 5.
	<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1., 2., 5.
	<input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	2., 5., 6.
	<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud	1., 2., 3., 5.
	<input type="checkbox"/> A6031 Tortious Interference	1., 2., 3., 5.
	<input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation      Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2., 6.
	<input type="checkbox"/> A6032 Quiet Title	2., 6.
	<input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6.
Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE:

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Breed v LAUSD

	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2., 9.
		<input type="checkbox"/> A6160 Abstract of Judgment	2., 6.
		<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2., 9.
		<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2., 8.
		<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2., 8.
<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 8., 9.		
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1., 2., 8.
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8.		
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

SHORT TITLE:

CASE NUMBER

Breed V. LAUSD

Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

<b>REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case.</b>  <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.			ADDRESS: 333 S. Beaudry Ave., 24 floor
CITY: Los Angeles	STATE: CA	ZIP CODE: 90017	

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Los Angeles Superior courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: January 22, 2014

(SIGNATURE OF ATTORNEY/FILING PARTY)

**PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:**

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

01/24/2014