

ORIGINAL

FILED
Los Angeles Superior Court

APR 11 2013

John A. Clarke, Executive Officer/Clerk
By SHAUNYA WESLEY Deputy

copy 9/20/17

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Attorneys for Plaintiff
SCOT GRAHAM

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

BC505673

SCOT GRAHAM, 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.

-) UNLIMITED JURISDICTION
-)
-) **COMPLAINT FOR DAMAGES:**
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-) (1) SEXUAL DISCRIMINATION—
-) FEHA;
-) (2) FAILURE TO PREVENT SEXUAL
-) HARASSMENT – FEHA;
-) (3) RETALIATION – FEHA;
-) (4) AIDING AND ABETTING
-) VIOLATIONS OF THE FEHA- Cal.
-) Lab. Code § 7287.7;
-) (5) SEXUAL BATTERY;
-) (6) GENDER DISCRIMINATION-
-) FEHA;
-) (7) INTENTIONAL INFLICTION OF
-) EMOTIONAL DISTRESS;
-) (8) NEGLIGENT INFLICTION OF
-) EMOTIONAL DISTRESS;
-) (9) ART 1 § 8 OF CALIFORNIA
-) CONSTITUTION;
-) (10) VIOLATION OF RIGHTS OF
-) PRIVACY ART 1 § 1 OF
-) CALIFORNIA CONSTITUTION.
-) (11) PUBLIC DISCLOSURE OF
-) PRIVATE FACTS;
-) (12) FALSE LIGHT;

RECEIPT #: CCH445980125
 DATE PAID: 04/11/13 03:33 PM
 PAYMENT: \$435.00
 RECEIVED:
 CHECK: \$435.00
 CASH: \$0.00
 CHARGE: \$0.00
 CASE: \$0.00

(13)LIBEL- Cal Civ. Code § 45;
(14)CIVIL CONSPIRACY TO DEFAME;
(15)INVASION OF PRIVACY.

JURY TRIAL DEMANDED

Plaintiff brings this Complaint for damages against THE LOS ANGELES UNIFIED SCHOOL DISTRICT, a school district duly organized and existing under the law of the State of California, and DOES 1 through 100, inclusive, based on the following allegations:

THE PARTIES

1. Plaintiff SCOT GRAHAM (“Graham” or “Plaintiff”), an individual, is a resident of the State of California, County of Los Angeles.

2. Defendant LOS ANGELES UNIFIED SCHOOL DISTRICT (“LAUSD” or “Defendant”) is a school district organized and existing under the laws of the State of California.

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

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

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

6. Plaintiff is informed, believes and thereon alleges that each of the Defendants is the agent, joint venture, and/or employee of each of the remaining Defendants and in doing the things hereinafter alleged, each was acting within the course and scope of said agency,

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1 employment and/or joint venture with the advance knowledge, acquiescence, or subsequent
2 ratification of each and every remaining Defendant.

3 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

4 7. On June 6, 2012, Plaintiff filed timely complaints against the Defendants with the
5 California Department of Fair Employment and Housing (DFEH) alleging, among other things,
6 sexual discrimination and failure to prevent sexual harassment. Thereafter, Plaintiff received
7 notification from the DFEH of his right to sue the Defendants in the Courts of the State of
8 California. Such notification is attached hereto as Exhibit A.

9 8. On June 6, 2012, a California Government Tort Claim Act claim was submitted to
10 the Los Angeles Unified School District on behalf of Plaintiff. Said claim was in full compliance
11 with California Government Code §911.2. Plaintiff has therefore complied with the claims
12 presentation requirements of the Government Tort Claims Act - Cal. Gov. Code Section 900 et
13 seq. for all causes of action. Said claim is attached hereto as Exhibit B

14 **NATURE OF THE CASE**

15 9. This Complaint is brought by Scot Graham ("Graham" or "Plaintiff"), a 13-year
16 employee of the Los Angeles Unified School District ("LAUSD") who has had an impeccable
17 tenure as Director of Real Estate and Asset Management at LAUSD. After being recruited by
18 then Superintendent, Ramon C. Cortines ("Cortines"), Graham spent the better part of a decade
19 spearheading a significant portion of LAUSD's real estate endeavors. However, his tenure was
20 marred by a series of sexual assaults that were directed towards him by Cortines during both the
21 early part of Plaintiff's career and shortly before Cortines retired as Superintendent. The damage
22 Graham suffered as a result of Cortines' heinous acts of sexual derogation was only compounded
23 when Graham's repeated complaints to officials at the highest echelons of the LAUSD were cast
24 aside. Realizing that the organization to which he devoted over a decade of his life had no
25 interest in acknowledging and/or investigating his very serious allegations, Graham retained
26 counsel.

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SUMMARY OF FACTS

10. On May 23, 2012, Defendants LAUSD and Cortines announced an alleged settlement of Graham’s claims during a press conference that was orchestrated by LAUSD’s outside counsel and the public relations firm of Cerrell and Associates. During the conference, where members of the media were invited to attend and participate, the District falsely announced that an agreement had been reached with Graham in exchange for a release of his claims against LAUSD and Cortines. Also disseminated during the conference were the terms of a purported settlement, and a series of statements and documents that portrayed Graham in a false light and subjected him to unwanted and invasive media scrutiny and public ridicule. Prior to the press conference, Graham’s allegations were entirely private and had not been brought to the attention of the public. In fact, LAUSD’s sexual harassment policy states:

“Sexual harassment complaints shall be handled in a confidential manner to respect the privacy of all parties to the fullest extent possible. Every effort will be made to limit distribution of information to those persons who need to know within the confines of the District’s reporting procedures and investigative process.”

11. LAUSD’s actions were motivated by a blind desire to protect a cadre of high-ranking officials at LAUSD, including LAUSD’s General Counsel David Holmquist. After being made aware of Graham’s complaints in October of 2010, Mr. Holmquist actively lulled Graham into silence and refused to investigate the reports of sexual harassment and assault that were brought to his attention. Despite Graham’s numerous complaints to officers of LAUSD, the organization continues its categorical refusal to investigate Graham’s allegations of harassment and retaliation to this day. While a neutral workplace investigation has yet to occur, Defendant LAUSD worked quickly to make Graham’s allegations public after Graham retained counsel and engaged in other protected activities to remedy his deplorable work environment and assert his rights. LAUSD’s retaliatory media campaign was designed to salvage the reputation of LAUSD and its former Superintendent, and to discredit Graham, a

1 victim of Mr. Cortines' sexual appetite and Mr. Holmquist's and the LAUSD's startling
2 inaction.

3 **GENERAL ALLEGATIONS**

4 **A. Cortines' Recruitment Efforts and Plaintiff's Introduction to the LAUSD**

5 12. Plaintiff's association with the LAUSD began in March of 2000, when he was
6 recruited to join the organization through the direct efforts and at the personal request of
7 Cortines. Cortines suggested that working for the LAUSD would give Graham a "sense of
8 purpose." It was only later that Cortines' intentions – masked under the guise of providing Mr.
9 Graham a more meaningful career opportunity – were revealed. Cortines did not require Mr.
10 Graham to submit to any of the prerequisites of securing employment at the LAUSD, and
11 violated a myriad of LAUSD policies to hire him. Plaintiff was never interviewed for the
12 Director of Real Estate position he assumed at the outset of his employment. Cortines' abuse
13 of authority in hiring Scot was only the first glimpse into the more egregious abuses he
14 committed to satisfy his personal sexual urges.

15 13. Just days after Graham was hired, Cortines invited Graham to dine at the Water
16 Grill Restaurant in Downtown Los Angeles, for what Graham was led to believe was purely
17 professional and work related activity. Plaintiff accepted Cortines' invitation to drive them to
18 the restaurant. Cortines paid for dinner and the two men returned to LAUSD headquarters.
19 Upon their return, Cortines attempted to grab Scot's penis and proposed that the two men go to
20 the Superintendent's office to have sex. When Graham refused, Cortines stated that "it was the
21 least he could do" in exchange for the job that Cortines recruited him for. Graham again
22 rebuffed Cortines' offer, but Cortines insisted that the two men would go undetected if they
23 entered the building at 450 N. Grand Avenue, and that it was "harmless" for them to have a
24 "little fun." Cortines' advance shocked and disturbed Graham, who feared that declining
25 Cortines' request for sex would lead to unwarranted retaliatory consequences. After multiple
26 attempts to make contact with Plaintiff's body, including his penis, Cortines finally relented,
27 and the two men parted ways.
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1 14. It was a known fact, and Graham understood that Cortines could singlehandedly
2 terminate any employee at the District. Cortines' sexual advance left Graham fearful that his
3 refusal to acquiesce would leave him susceptible to adverse employment consequences.

4 15. From that moment forward, Graham would enter the workplace in constant fear
5 of Cortines' power and influence. LAUSD has honored Cortines by naming a High School
6 after him, and has been adamant in rejecting pleas from concerned parents to have the Ramon
7 C. Cortines School for Visual and Performing Arts renamed.

8 **B. Cortines' Departure and Subsequent Return**

9 16. On or about June 7, 2000, Cortines left his position as Superintendent, only to
10 return in 2009. The period of Cortines' absence gave Graham the opportunity to deal with the
11 trauma caused by Cortines' sexual assault and to grapple with the monumental disappointment
12 he experienced when it became clear that he had sacrificed a higher-paying job only to be
13 objectified by Cortines, his new boss.

14 17. Cortines' return as Superintendent in 2009 brought a very abrupt halt to
15 Graham's period of relative normalcy and calm at the LAUSD. Graham feared but incorrectly
16 remained hopeful that Cortines' return would have no deleterious effect on him. Indeed,
17 Graham was aware that Cortines had targeted other LAUSD employees for refusing to submit
18 to his advances, and that Cortines had a reputation for being persistent and abusive of his
19 authority.

20 **C. Cortines' 2010 Invitation and His Subsequent Sexual Assault on Plaintiff**

21 18. In July of 2010, Cortines personally invited Graham and his husband to his
22 ranch in the Sierra Mountains (the "Ranch") for the weekend of July 24, 2010; Cortines had
23 called for a mandatory administrative furlough on July 23. When Graham told Cortines that
24 his husband would not be able to join them, Cortines suggested that he and Graham drive to the
25 Ranch together. Cortines' invitation coincided with District lay-offs, and this created an air of
26 unease and job insecurity for Graham, who was acutely aware that Cortines could eliminate his
27 position at any time or protect him from being laid off. As the primary breadwinner in his
28 household, Graham could not afford to risk losing his job. Hoping that Cortines' invitation

1 was strictly platonic, Graham reluctantly accepted. Cortines told Graham to leave his car at
2 Cortines' primary residence, and insisted that he and Graham drive to the Ranch together.
3 When the two men arrived at the Ranch, Cortines told Plaintiff that Plaintiff was "in charge" of
4 cooking dinner. Graham prepared dinner, and, after dinner, Cortines proposed that they go for
5 a walk. During the walk, Cortines made several inappropriate verbal and physical sexual
6 advances towards Graham, attempting to grab and grope him. Cortines attempted to grab
7 Graham's hand and make contact with Graham's body, including his torso, groin area and
8 penis. Graham rebuffed Cortines' advances. At various times during the course of the walk,
9 Cortines agreed to cease his attempts to touch Graham, only to reinitiate his efforts multiple
10 times throughout the walk.

11 19. Before retiring for the evening, Cortines tried to kiss Graham on the mouth by
12 force. When Graham refused to be kissed, Cortines stated that he would "visit" Graham's
13 bedroom later that evening.

14 20. Upon entering his separate bedroom to sleep, Graham noticed that the door to
15 his bedroom could not be locked. Graham attempted to call his husband, but noticed that his
16 mobile phone was not getting reception and that the only land-line was in the communal area
17 of the Ranch, which Cortines would supervise. Graham was unable to sleep and grew fearful
18 for his safety. Shortly thereafter, Graham observed the door to his bedroom open, and Cortines
19 enter the room. Graham quickly realized that Cortines was completely nude and that Cortines'
20 penis was erect. Cortines then climbed into Graham's bed, and proceeded to masturbate beside
21 him. Frozen with fear and shock, Graham laid idle as Cortines masturbated and appeared to
22 ejaculate on himself and near Graham. Cortines then grabbed Graham's penis over his pajamas
23 and stated "you're not getting hard." Graham was speechless, and Cortines exited the room.

24 21. The next morning the two men exchanged very few words. Cortines stayed in
25 the living room, making it impossible for Graham to use the only working telephone line.
26 Deprived of any means of contacting the outside world, and with Cortines' car being the only
27 means of departure, Graham was forced to spend another evening trapped at the
28 Ranch. When Graham stated that he wanted to go home, Cortines denied Graham's requests.

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That evening, Cortines again entered Graham's bedroom only to repeat the very same conduct as the previous evening. Undeterred by Graham's utter unresponsiveness and fear, Cortines again entered Plaintiff's bed completely nude and masturbated beside him.

22. On the morning of July 25, 2010, before returning back to Los Angeles, Cortines attempted to kiss Graham. Graham again refused to have any physical contact with Cortines, who seemed to feel increasingly emboldened as Plaintiff displayed weakness and helplessness.

D. Plaintiff's Multiple Complaints to His Direct Supervisor and The Office of the General Counsel Were Ignored

23. Upon his return to work at LAUSD, Graham was unable to focus on his job duties and found himself in constant fear of yet another unexpected call or invitation from Cortines. Graham began to notice that he was easily startled, had difficulty sleeping, and lived in constant fear of losing his job at the whim of Cortines. Noticing a sharp decline in his productivity, which he attributed to the events that transpired at the Ranch, Graham arranged to meet with his immediate supervisor, John Creer ("Creer"). Graham met with Creer to discuss Cortines' inappropriate actions at the Ranch. Upon hearing of the incidents at the Ranch, Creer stated that he did not want to deal with such a sensitive issue involving the Superintendent, and suggested that Graham meet with James Sohn ("Sohn"), Graham's senior supervisor and LAUSD's Chief Facilities Executive.¹

24. On or about August 10, 2010, Graham met with Sohn in Sohn's office. Graham reported to Sohn that Cortines had made unwanted sexual advances towards him during the July 2010 weekend trip at the Ranch. Graham sought guidance and counsel as to how to respond and explained his concerns to Sohn. Sohn, who was appointed by Cortines, failed to report and/or investigate Graham's complaints. In September 2010, Cortines called Graham at his home, and speaking in an amorous tone and made sexually suggestive remarks to Graham. Cortines' unsolicited call to Graham's residence intensified Graham's distress and anxiety, and

¹ Mr. Sohn resigned in 2011.

1 prompted him to report Cortines' conduct to Sohn again, marking the third time Graham
2 reported Cortines' harassing conduct to an LAUSD supervisor.

3 25. On or about October 13 2010, Graham was called into the office of David
4 Holmquist, LAUSD's general counsel and another Cortines appointee. Mr. Holmquist asked
5 Graham if there was anything Graham wanted to share with him. Graham reported to Mr.
6 Holmquist what he had previously stated to Sohn and Creer—that Cortines had sexually
7 assaulted him during a non-LAUSD weekend trip to Cortines' ranch. Graham reported to Mr.
8 Holmquist that, during his weekend stay at the Ranch, Cortines walked into Graham's bedroom
9 naked and masturbated in his bed. Graham asked Mr. Holmquist about the implications of
10 requesting an investigation into Cortines' sexual assaults, and admitted that he struggled with
11 the thought of the matter being made public due to his fear of retaliation. Mr. Holmquist
12 discouraged Graham from pursuing his claims, and suggested, in an intimidating and
13 patronizing manner, that the incidents at the Ranch and Cortines' unsolicited phone call were
14 better left unreported. Further, Mr. Holmquist did not instruct Graham to report future
15 incidents, and failed to investigate and/or report Graham's complaints. Graham, who had now
16 reported Cortines' sexual harassment on four separate occasions, was lulled into foregoing his
17 complaints altogether.

18 26. After witnessing the General Counsel's reaction to his serious complaints,
19 Graham reported the incident to another lawyer within the office of the General Counsel. To
20 date, even though Graham is still an employee of LAUSD, none of his complaints have been
21 addressed or investigated.

22 **E. LAUSD's Biased and Discriminatory Sexual Harassment Policy**

23 On February 9, 2012, as Graham was driving home from work, he was ordered to
24 return to work to tend to an urgent matter. Upon his return, he was instructed to terminate an
25 independent contractor of the LAUSD because the independent contractor had been accused of
26 sexual harassment. Plaintiff dutifully completed his assignment, all the while contemplating
27 why the LAUSD meticulously handled that matter, while his own complaints of harassment
28 went unheeded.

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F. LAUSD's Stealth Press Campaign

27. On or about May 22, 2012, at approximately 2:00 p.m., an offer was made to Graham to settle his claims against LAUSD and Cortines. Graham was told that he had until 4:00 p.m. that afternoon to sign an ambiguous and biased short-form agreement. The short-form agreement omitted key terms that were essential to protect Graham's privacy. Graham did not sign or agree to the terms that were proposed.

28. One day later, before any agreement was consummated on the terms the Board had proposed, LAUSD and Cortines announced that an agreement had been reached with Graham, and publicly disseminated both the terms of the purported settlement, Graham's identity, and an inaccurate "Chronology of Events," that portrayed Graham as a willing participant in a nefarious extra-marital sexual affair. This premature and unauthorized announcement was made in the presence of select journalists from the Los Angeles Times, the Daily News and others, and was orchestrated with the aid of Cerrell and Associates, a public relations firm. The supposed "chronology" states, *inter alia*, that in "September/October 2012, [in a meeting with David Holmquist] Graham again said that everything was ok, he was dealing with the incident by seeing a therapist, and that he felt that confronting it would be much too embarrassing." It further falsely stated that Mr. Holmquist "made Graham promise to report to him if there was recurrence of any inappropriate behavior." The LAUSD's public relations campaign was a clear invasion of Graham's privacy and placed him in a false light. In addition, the LAUSD's own policies mandate that sexual harassment complaints shall "be handled in a confidential manner to respect the privacy of all parties to the fullest extent possible" and "be given immediate attention."

29. The press materials also intimate that Graham is homosexual, a fact that was of no concern to the general public. Graham alone, not LAUSD, is vested with the right to control whether or not his sexual orientation becomes a widely known fact and/or how such information is disclosed, if at all, to the public. Graham has a privacy interest in the fact of his sexual orientation, and the LAUSD's actions constitute a violation of Graham's indelible right to protect disclosure of his sexual orientation and intimate activities. During the conference,

1 Cortines also released a statement on LAUSD letterhead stating that he and Graham had
2 engaged in “consensual spontaneous adult behavior.” Cortines’ statement is false, painted
3 Graham in a false light, and caused the public at large to speculate about Graham’s sexual
4 orientation and marital loyalty. Such disclosures, along with disclosure of the other matters
5 that were addressed in the press conference, were not authorized by Graham or by law.

6 30. LAUSD’s press materials admit that Graham had brought his allegations to the
7 attention of his supervisors, but falsely represent that Graham “did not want anything done
8 about it.” LAUSD’s policies mandate that supervisors have an affirmative duty to report all
9 complaints and allegations of sexual harassment and that such complaints “be given immediate
10 attention.” This duty is absolute, regardless of the wishes of the complainant. LAUSD’s press
11 materials also included a statement from LAUSD’s outside counsel, who declared that “[a]ll
12 District sexual harassment investigation practices were adhered to... and the evidence points to
13 a consensual adult interaction between [Graham] and Mr. Cortines[.]” This statement was
14 made despite the fact that a neutral investigation has yet to be undertaken by LAUSD, and
15 when the very disclosure of Graham’s sexual harassment complaint is at odds with LAUSD
16 policy. The statement was also made without regard to the fact that disclosure of the alleged
17 “consensual” nature of the relationship would “out” Plaintiff as homosexual.

18 The damaging LAUSD-sponsored press conference resulted in a public fallout that brought
19 Graham under widespread public scrutiny. Graham refused to accept the terms of the
20 settlement LAUSD purported to achieve and no agreement was ever executed between the
21 parties. On June 6, 2012, Graham filed a government tort claim against both LAUSD and
22 Cortines for the press conference, but never received a response to his claims.

23 **G. The LAUSD’S Retaliatory Actions**

24 31. As part of his compensation package with LAUSD, Graham is entitled to full
25 medical benefits. On or about July 17 2012, Graham sought to use his medical benefits to
26 secure medical care at Kaiser Permanente, the provider of his employer-sponsored insurance
27 plan. To Graham’s surprise and shock, LAUSD had cancelled the entirety of his medical plan
28 without his consent or knowledge in violation of Labor Code section 2806, 2800.3 and

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1 California Insurance Code 12670 *et seq.* A member of Kaiser’s medical staff informed Graham
2 that LAUSD had “terminated” him from their plan and had instructed Kaiser to suspend his
3 membership under the plan. As a result, Graham was unable to secure medical care and was
4 stripped of all benefits despite being gainfully employed by LAUSD. He was later informed
5 that LAUSD had “erroneously” terminated his employment.

6 32. This clear act of retaliation caused Graham to be denied access to medical care
7 that he required and was entitled to as part of his employment. Graham’s health suffered as a
8 result of LAUSD’s decision to terminate Graham’s benefits. Graham’s benefits were only
9 reinstated after he complained.

10 33. Upon returning to work, Graham was also told that he would be taken off a
11 number of significant projects, and that his reporting duties would be adjusted because certain
12 employees (who were not identified) felt “uncomfortable” working with him. Graham was not
13 given any legitimate explanation for these decisions. Graham has always maintained a stellar
14 employment record and has never been the subject of disciplinary action.

15 34. On or around July 17, 2012, Graham was informed by Krisztina Tokes,
16 LAUSD’s Director of Asset Management and Graham’s direct supervisor, that his job
17 responsibilities were being reduced. As part of this reduction, Graham was told that one of his
18 direct reports, Yakaterina Boyajian, allegedly no longer felt “comfortable” working with
19 Graham. Graham was told that he was to cease all contact with Boyajian and her staff, and his
20 supervisory responsibilities were stripped without further elaboration.

21 35. LAUSD’s policies and the laws governing employment of civil servants entitle
22 Graham to request justification (via administrative hearing or investigation) into any reduction
23 in his job duties and responsibilities. Accordingly, on July 18, 2012, Graham sent an email to
24 Tokes requesting “written justification and administrative hearing justifying the reduction in
25 [his] job responsibilities.” It was only eight days later, on July 26, 2012, that Tokes responded
26 to Graham’s request. Tokes deflected Graham’s request and stated that the issue “pertains to
27 HR,” and that LAUSD Human Resources Division would respond to Mr. Graham’s request the
28 following Monday, July 30, 2012.

1 36. LAUSD responded to Graham in a February 25, 2013 letter, as to why his job
2 responsibilities were altered. Enclosed with that letter were two documents: an alleged
3 memorandum, dated August 13, 2012, addressed to Mr. Graham (the "August 13
4 Memorandum"); and an alleged memorandum, dated August 27, 2013, addressed to Boyajian
5 (the "August 27 Memorandum"). Graham never received the August 13 Memorandum. In
6 fact, Graham was on leave on August 13, 2012, and remained on leave for many months
7 thereafter. The August 13 Memorandum does not bear Graham's home address, email, or any
8 other identifying information that indicates he received notice of why his job responsibilities
9 were being diminished.

10 37. In light of the foregoing, it appears that Graham was never afforded the
11 opportunity to address or be fully apprised of Boyajian's apparent accusations. Further, his
12 requests for an administrative hearing and/or justification for the reduction in his job duties
13 have fallen on deaf ears.

14 38. The LAUSD's retaliatory behavior did not end there. Al Grazioli, who was
15 allegedly hired to temporarily replace Mr. Graham during his period of leave, has now
16 assumed part of Mr. Graham's job duties while being paid more than Graham and holds the
17 exact same job title as Graham—Director of Leasing and Space Utilization. This too is
18 suspect, as the District has already made multiple attempts to terminate Mr. Graham
19 notwithstanding his District-approved leave of absence.

20 **H. The Consequences of Cortines' Actions and LAUSD's Culture of Secrecy**

21 39. Defendant LAUSD's campaign of retaliation, including but not limited to the
22 embarrassing press conference, combined with Cortines' sexual assaults at the Ranch, have had
23 and continue to have a severe deleterious impact on Graham's health, personal life, and future
24 employment prospects.

25 40. The recent scandals that have plagued the LAUSD are indeed characteristic of
26 how the institution is run at the highest levels. Graham, a victim of LAUSD's culture of sexual
27 abuse, stealth and secrecy, still fears the wrath of a man who, despite his retirement, still wields
28 significant influence within the LAUSD.

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FIRST CAUSE OF ACTION FOR
SEXUAL DISCRIMINATION
FEHA - CAL. GOVT. CODE § 12940 et seq

41. Plaintiff hereby realleges and incorporates by reference Paragraphs 1 through 40, inclusive, of this Complaint as though set forth in full.

42. The above-alleged conduct was unwelcome, directed towards Plaintiff, and was part of an ongoing and continuing pattern of sexually harassing conduct.

43. The above-alleged conduct caused Plaintiff to perceive his work environment as intimidating, hostile, abusive or offensive.

44. Defendant LAUSD, by and through its employees, agents and officers, engaged in sexual discrimination towards Plaintiff, when it, among other things, published Plaintiff's identity and private sexual harassment complaints against former Superintendent Ramon C. Cortines and terminated Plaintiff's employee benefits as a result of Plaintiff bringing forth his claims.

45. Defendant LAUSD, through its directors, executives, officers, employees or agents sought to prevent Plaintiff from complaining of the harassing conduct by failing to take any actual steps to investigate Graham's allegations, despite their knowledge of the hostility that was directed at him; and by engaging in intimidating conduct designed to persuade Plaintiff to forego his complaints against Defendants.

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

47. As a result of Defendant LAUSD's actions, Plaintiff sustained economic damages to be proven at trial. As a further result of Defendant LAUSD's actions, Plaintiff suffered emotional distress resulting in damages to be proven at trial.

48. The above discriminatory conduct violates Government Code sections 12940 et seq. and California public policy, entitling Plaintiff to all available categories of damages.

1 49. Plaintiff has incurred and continues to incur legal expenses and attorneys fees
2 and seeks recovery of such fees according to proof.

3 **SECOND CAUSE OF ACTION FOR**
4 **FAILURE TO PREVENT HARASSMENT**

5 **FEHA - CAL. GOVT. CODE SECTIONS 12940(j) & (k) et seq.**

6 50. Plaintiff hereby realleges and incorporates by reference Paragraphs 1 through
7 49, inclusive, of this Complaint as though set forth in full.

8 51. In violation of California Code sections 12940 *et seq.*, Defendant LAUSD,
9 through its officers, directors, agents, or employees, failed to take all reasonable steps
10 necessary to prevent sexual harassment by its employees.

11 52. In perpetrating the above-described conduct, Defendant's officers, directors,
12 employees, and agents engaged in a pattern, practice, policy and custom of discrimination
13 harassment. This conduct constituted an ongoing and continuous policy, practice, tradition,
14 custom and usage which denied Plaintiff the protections of California Government Code
15 sections 12940 *et seq.*

16 53. At all relevant time periods, Defendant LAUSD failed to make an adequate
17 response and investigation into the conduct of Cortines, and the aforesaid pattern and practice,
18 and thereby established a policy, custom, practice or usage within the LAUSD, which
19 condoned, encouraged, tolerated, sanctioned, ratified, approved of, and/or acquiesced to sexual
20 harassment towards Plaintiff.

21 54. At all relevant time periods alleged herein, there existed within the LAUSD a
22 pattern and practice of conduct by their personnel which resulted in sexual harassment, and/or
23 retaliation, including but not necessarily limited to, conduct directed at Plaintiff.

24 55. At all relevant time periods there existed, within the organization of Defendant,
25 a pattern and practice of conduct by personnel which resulted in retaliation toward anyone,
26 including but not limited to Plaintiff, who complained of sexual harassment toward employees.

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1 56. Defendant did not have an adequate sexual harassment policy and did not
2 provide adequate sexual harassment training with respect to its employees, managers and
3 supervisors.

4 57. Defendant knew or reasonably should have known that the failure to provide
5 adequate education, training and information as to their personnel policies and practices
6 regarding sexual harassment, and retaliation for complaining or resisting sexual harassment,
7 would result in sexual harassment and retaliation against employees including but not limited
8 to Plaintiff, for complaining or resisting the same.

9 58. The failure of Defendant LAUSD to provide adequate education, training, and
10 information to personnel concerning policies and practices regarding sexual harassment, and
11 retaliation for complaining of or resisting the same, constituted deliberate indifference to the
12 rights of employees, including but not limited to those of Plaintiff, under California
13 Government Code sections 12940 *et seq.*

14 59. By reason of the conduct of Defendant as alleged herein, Plaintiff has
15 necessarily retained attorneys to prosecute the within action. Plaintiff is therefore entitled to
16 reasonable attorney's fees and litigation expenses, including expert witness fees and costs,
17 incurred in bringing the within action. As a result of Defendant LAUSD's actions, Plaintiff
18 sustained economic damages to be proven at trial. As a further result of Defendant LAUSD's
19 actions, Plaintiff suffered emotional distress; resulting in damages to be proven at trial.

20 60. The conduct of Defendant LAUSD and/or its agents/employees as described
21 herein was malicious, and/or oppressive, and done with a willful and conscious disregard for
22 Plaintiff's rights and for the deleterious consequences of Defendant's actions. Defendant
23 and/or its agents/employees or supervisors authorized, condoned and ratified the unlawful
24 conduct of the remaining Defendants. Plaintiff has incurred and continues to incur legal
25 expenses and attorneys fees and seeks recovery of such fees according to proof.

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THIRD CAUSE OF ACTION FOR RETALIATION

FEHA - CAL. GOVT. CODE SECTIONS 12940(h) et seq.

61. Plaintiff hereby realleges and incorporates by reference Paragraphs 1 through 60, inclusive, of this Complaint as though set forth in full.

62. Defendant LAUSD engaged in conduct that, taken as a whole, materially and adversely affected the terms, conditions, and privileges of Plaintiff's employment.

63. Defendants' decision to, among other things, terminate Plaintiff's employment benefits, disclose private facts relating to his complaints of sexual harassment against Cortines, and alter his employment duties was motivated, in whole or in part, by Plaintiff's attempt to oppose the discrimination and harassment foisted upon him by Cortines and Plaintiff's decision to oppose and complain about the unwelcome, inappropriate, sexually pervasive conduct of Cortines, and Plaintiff's decision to seek legal recourse against LAUSD for its violations under the Fair Employment and Housing Act.

64. Plaintiff was harmed by such retaliatory actions, and Defendant LAUSD's conduct was a substantial factor in causing such harm to Plaintiff.

FOURTH CAUSE OF ACTION FOR AIDING AND

ABETTING VIOLATIONS OF THE FEHA- Cal. Lab. Code § 7287.7

65. Plaintiff hereby realleges and incorporates by reference Paragraphs 1 through 64, inclusive of this Complaint, as though fully set forth herein.

66. Defendant LAUSD, by and through its officers, directors and/or employees, encouraged and/or assisted individuals within the organization to violate various provisions of the Fair Employment and Housing Act by, among other things, encouraging Plaintiff not to raise complaints about the harassment he experienced at the hands of Cortines, concealing information relating to Plaintiff's complaint regarding Cortines, and persuading Plaintiff that his legitimate complaints of sexual assault and harassment should go unreported and uninvestigated.

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FIFTH CAUSE OF ACTION FOR
SEXUAL ORIENTATION DISCRIMINATION

67. Plaintiff hereby realleges and incorporates by reference Paragraphs 1 through 66, inclusive, of this Complaint as though set forth in full.

68. At all material times alleged herein, Defendant LAUSD was an employer within the meaning of Government Code section 12926.

69. At all material times alleged herein, Plaintiff was employed by the Defendant.

70. At all material times herein, Plaintiff's performance as an employee was exemplary.

71. On information and belief, Defendants had an actual or *de facto* policy of favoring similarly situated heterosexual employees over homosexual employees, and had a pattern and practice of discriminating against homosexual men based on their sexual orientation.

72. As a direct and proximate result of Defendant LAUSD's unlawful acts, Plaintiff has suffered injury and damages, and Plaintiff continues to suffer such injuries and damages.

73. At all times herein referenced, Plaintiff suffered physical manifestations of his emotional distress, including, without limitation, suffering sleeplessness, manic behavior, embarrassment, humiliation, anxiety, and extreme mental and emotional pain and anguish.

74. Plaintiff is also entitled to special damages including, without limitation, medical expenses.

SIXTH CAUSE OF ACTION FOR
GENDER DISCRIMINATION

75. Plaintiff hereby realleges and incorporates by reference Paragraphs 1 through 74, inclusive, of this Complaint as though set forth in full.

76. At all material times alleged herein, Defendant LAUSD was an employer within the meaning of Government Code section 12926.

77. At all material times alleged herein, Plaintiff was employed by the Defendant.

1 78. At all material times herein, Plaintiff's performance as an employee was
2 exemplary.

3 79. On information and belief, Defendant had an actual or *de facto* policy of
4 favoring similarly situated female employees, and had a pattern and practice of discriminating
5 against male employees based on their gender.

6 80. As a direct and proximate result of Defendant LAUSD's unlawful acts, Plaintiff
7 has suffered injury and damages, and Plaintiff continues to suffer such injuries and damages.

8 81. At all times herein referenced, Plaintiff suffered physical manifestations of his
9 emotional distress, including, without limitation, suffering sleeplessness, manic behavior,
10 embarrassment, humiliation, anxiety, and extreme mental and emotional pain and anguish.

11 82. Plaintiff is also entitled to special damages including, without limitation,
12 medical expenses.

13 83. Defendant's agents, employees, officers, or directors, have engaged in the acts
14 and omissions described above with malice, oppression, and with an actual intent to injure
15 Plaintiff and/or in conscious disregard of his rights, thereby entitling Plaintiff to an award of
16 punitive damages and exemplary damages.

17 84. Plaintiff has incurred and continues to incur legal expenses and attorney's fees
18 and seeks recovery of such fees according to proof.

19 **SEVENTH CAUSE OF ACTION FOR**

20 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

21 85. Plaintiff hereby realleges and incorporates by reference Paragraphs 1 through 84
22 inclusive, of this Complaint as though set forth in full.

23 86. Defendant LAUSD, by and through its employees, agents and officers,
24 intentionally inflicted emotional distress by engaging in acts over the course of several years
25 including but not limited to the sexual assault upon Plaintiff by Defendant's agent, subsequent
26 retaliation, and intentional and reckless complete failure to provide assistance, response, or any
27 investigation to date.

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1 87. Defendants intended to cause Plaintiff emotional distress and/or acted with
2 reckless disregard of the probability that the Plaintiff would suffer emotional distress, knowing
3 that Plaintiff was present when the conduct occurred.

4 88. The actions of all Defendants as herein alleged were outrageous and caused
5 Plaintiff severe emotional distress.

6 89. Defendants' conduct was a substantial factor in causing Plaintiff's severe
7 emotional distress.

8 **EIGHTH CAUSE OF ACTION FOR**

9 **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

10 90. Plaintiff hereby realleges and incorporates by reference Paragraphs 1 through
11 89, inclusive, of this Complaint as though set forth in full.

12 91. Plaintiff seeks to recover damages for negligent infliction of emotional distress
13 through Defendants' reckless violation of statutory standards.

14 92. Defendant LAUSD, directly or indirectly, engaged in negligent conduct in
15 breach of its statutory duty to take all reasonable steps necessary to prevent discrimination and
16 harassment of their employees, including Plaintiff.

17 93. Defendant LAUSD's negligent conduct was a substantial factor in causing
18 Plaintiff severe emotional distress.

19 **NINTH CAUSE OF ACTION FOR**

20 **VIOLATION OF ARTICLE I, § 8 OF THE CALIFORNIA CONSTITUTION**

21 94. Plaintiff hereby realleges and incorporates by reference Paragraphs 1 through 93
22 inclusive, of this Complaint as though set forth in full.

23 95. The above-alleged conduct was unwelcome, directed towards Plaintiff, and was
24 part of an ongoing and continuing pattern of sexually harassing conduct.

25 96. The above-alleged conduct caused Plaintiff to perceive his work environment as
26 intimidating, hostile, abusive or offensive.

27 97. Defendant LAUSD, through its directors, executives, officers, employees or
28 agents (i.e., Mr. Holmquist) sought to prevent Plaintiff from complaining of the harassing

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1 conduct of Cortines, by lulling Plaintiff into foregoing his legitimate complaint of sexual
2 harassment against Cortines; by refusing to conduct an investigation into the very serious
3 allegations of FEHA violations that were brought to its attention; and by harboring no intention
4 of taking any actual steps to improve Plaintiff's situation despite their knowledge of the
5 hostility and sexual harassment directed at Plaintiff; and by engaging in intimidating conduct
6 designed to force Plaintiff to submit to unwanted verbal and physical assaults.

7 98. By reason of the conduct of Defendant LAUSD and its directors, executives,
8 officers, employees and agents, Plaintiff has necessarily retained attorneys to prosecute the
9 within action. Plaintiff is therefore entitled to reasonable attorney's fees and litigation
10 expenses, including expert witness fees and costs, incurred in bringing the within action.

11 99. As a result of Defendant LAUSD's actions, Plaintiff sustained economic
12 damages to be proven at trial. As a further result of Defendants LAUSD's actions, Plaintiff
13 suffered emotional distress, resulting in damages to be proven at trial.

14 100. The above harassing conduct violates article I, § 8 of the California
15 Constitution, entitling Plaintiff to all available damages.

16 101. Plaintiff has incurred and continues to incur legal expenses and attorneys fees
17 and seeks recovery of such fees according to proof.

18 **TENTH CAUSE OF ACTION FOR**
19 **VIOLATION OF ARTICLE I, § 1 OF THE CALIFORNIA CONSTITUTION**

20 102. Plaintiff hereby realleges and incorporates by reference Paragraphs 1 through
21 101, inclusive, of this Complaint as though set forth in full.

22 103. The public dissemination and publication of Plaintiff's sexual practices and
23 sexual orientation by third parties is prohibited by the California Constitution's right of privacy.

24 104. Defendants engaged in conduct which invaded Plaintiff's privacy interests and
25 right to privacy, and Plaintiff had a reasonable expectation of privacy as to the interests
26 invaded.

27 105. The invasion of privacy was serious, and caused plaintiff to suffer injury,
28 damage, loss and harm.

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1 106. Plaintiff did not voluntarily consent or participate in activities impacting his
2 privacy interests.

3 **ELEVENTH CAUSE OF ACTION**

4 **PUBLIC DISCLOSURE OF PRIVATE FACTS**

5 107. Plaintiff hereby realleges and incorporates by reference Paragraphs 1 through
6 106, inclusive, of this Complaint as though set forth in full.

7 108. Defendants violated Plaintiff's right to privacy by publicizing private
8 information concerning, among other things, Plaintiff's sexual orientation, the fact that
9 Plaintiff had made a complaint of sexual harassment and assault against his former boss,
10 Ramon C. Cortines, and the fact that Plaintiff had been negotiating a settlement of his claims
11 with LAUSD concerning allegations of sexual harassment, including the specific dollar amount
12 that was being negotiated. Plaintiff did not consent to the publication of such private
13 information and did not seek public attention prior to the disclosure of such private
14 information.

15 109. Any reasonable person in Plaintiff's position would consider the publicity
16 highly offensive.

17 110. The private information that was made public was a substantial intrusion into
18 Plaintiff's privacy, and the information that was publicized did not have any significant social
19 value

20 111. Defendants knew, or acted with reckless disregard of the fact, that a reasonable
21 person in Plaintiff's position would consider the publicity highly offensive;

22 112. The private information that was publicized was not of legitimate public
23 concern and did not have a substantial connection to a matter of legitimate public concern.

24 113. As a result of Defendants' actions, Plaintiff has suffered harm, and Defendants'
25 conduct was a substantial factor in causing Plaintiff's harm.

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TWELVTH CAUSE OF ACTION

FALSE LIGHT

114. Plaintiff hereby realleges and incorporates by reference Paragraphs 1 through 113, inclusive, of this Complaint as though set forth in full.

115. Defendants publicized information or material that showed Plaintiff in a false light.

116. The false light created by the publication would be highly offensive to a reasonable person in Plaintiff's position.

117. Defendants knew the publication would create a false impression about Plaintiff, acted with reckless disregard for the truth, or were negligent in determining the truth of the information or whether a false impression would be created by its publication.

As a direct and proximate result of Defendants' actions, Plaintiff sustained harm to his social and professional reputation and will now have great difficulty in securing employment in this and any other profession.

118. Defendants' conduct was a substantial factor in causing Plaintiff' harm.

119. Defendants publicized the information or material by communicating it to the public at large or to so many people that the information or material was substantially certain to become public knowledge.

THIRTEENTH CAUSE OF ACTION

LIBEL Cal Civ. Code § 45

120. Plaintiff hereby realleges and incorporates by reference Paragraphs 1 through 119, inclusive, of this Complaint as though set forth in full.

121. On or about May 23, 2012, Cortines made the following false and unprivileged, defamatory statements concerning Plaintiff:

- A. "[W]e [Cortines and Graham] did engage in consensual spontaneous adult behavior on one occasion";
- B. "Mr. Graham never indicated to [Cortines] that [their] interaction was unwelcome.

1 122. Cortines' statements were false and accusatory toward Graham, and implied that
2 Graham was unfaithful to his husband and had engaged in a consensual sexual behavior with
3 his former boss.

4 123. On or about May 23, 2012, Defendant LAUSD, through its officers, employees
5 and agents made the following false and unprivileged, defamatory statements concerning
6 Plaintiff:

7 A. "Graham confided in his boss that Cortines has made a sexual advance but that
8 he was dealing with it by going to a therapist and he did not want anything done
9 about it. Graham said that his boss respected his wishes."

10 B. At a meeting between Graham and Holmquist, "Graham again said that
11 everything was ok, he was dealing with the incident by seeing a therapist, and
12 that he felt that confronting [the 2010 incident at the Ranch] would be much too
13 embarrassing. [Graham] also said that he did not want to tarnish Cortines'
14 reputation."

15 124. In publishing the above statements in a press release and during a press
16 conference on May 22, 2012 and later again on May 23, 2012, Defendant LAUSD, through its
17 agents acted with reckless disregard of falsity of the statement or knew that such statements
18 were false.

19 125. Defendants' statements identified Graham, and/or were understood by the
20 public to refer to him directly, and were reported as such in numerous media outlets.

21 126. The statements listed hereinabove are defamatory because they have a tendency
22 to injure Plaintiff.

23 127. As a proximate result of Defendants' willful, malicious, knowing and
24 intentional conduct, Plaintiff sustained and continues to sustain damages.

25 128. Defendants' false, malicious, and unprivileged publication exposed Plaintiff to
26 hatred, contempt, ridicule, and obloquy, and that by reason of said libel, Plaintiff has suffered
27 great mental anguish and has been, and is, and henceforth will be, greatly injured and
28 prejudiced in his social and professional reputation.

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1 129. Defendants' acts were committed with fraud, willfulness, wantonness, malice,
2 and oppression, entitling Plaintiff to an award of actual damages, plus punitive damages, in a
3 presently unspecified sum and dependant in part on Defendants' net worth, all to be shown at
4 trial. Such damages should be awarded to Plaintiff, along with the imposition of a constructive
5 trust over the assets, and over the assets ultimately traceable to the assets.

6 **FOURTEENTH CAUSE OF ACTION**

7 **CIVIL CONSPIRACY TO DEFAME**

8 130. Plaintiff realleges and incorporates the allegations of paragraphs 1 through 129,
9 as if fully set forth herein.

10 131. By and through the actions set forth above, Defendants agreed to, entered into,
11 and formed a conspiracy to engage in unlawful conduct designed to defame Plaintiff.

12 132. By and through the actions set forth above, Defendants engaged in acts pursuant
13 to, and in furtherance of, said conspiracy.

14 133. Defendants' acts were committed with fraud, willfulness, wantonness, malice,
15 and oppression, entitling Plaintiff to an award of actual damages, plus punitive damages, in a
16 presently unspecified sum and dependent in part on Defendants' net worth, all to be shown at
17 trial.

18 **FIFTEENTH CAUSE OF ACTION**

19 **INVASION OF PRIVACY**

20 134. Plaintiff hereby realleges and incorporates by reference Paragraphs 1 through
21 133, inclusive, of this Complaint as though set forth in full.

22 135. Defendants made a public disclosure of a fact about the Plaintiff.

23 136. The facts disclosed were false, and portrayed the plaintiff in a false light.

24 137. The false light in which the Plaintiff was placed would be highly offensive to a
25 reasonable person.

26 138. Defendants had knowledge of or acted in reckless disregard of the falsity of the
27 publicized facts and the false light in which the plaintiff would be placed.

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139. Defendants acted negligently in failing to learn whether the publicized facts placed Plaintiff in a false light.

140. This public disclosure caused Plaintiff to sustain damages.


PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief as follows:

1. For general damages according to proof, however, in an amount no less than the jurisdictional minimum of this Court;
2. For special damages in amounts according to proof;
3. For double damages pursuant to California Labor Code section 972;
4. For punitive damages in amounts according to proof;
5. For attorneys' fees as provided by law;
6. For prejudgment, post-judgment and other interest as provided by law;
7. For cost of suit incurred herein; and
8. For such other and further relief as the Court deems fair and just.

Dated: April 11, 2013

PETER LAW GROUP


By: ARNOLD P. PETER
MARCUS J. LEE
Attorneys for Plaintiff
SCOT GRAHAM

04/11/2013



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

1055 WEST 7TH STREET, SUITE 1400, LOS ANGELES, CA 90017
(213) 439-6770
www.dfeh.ca.gov

Phyllis W. Cheng, Director

June 06, 2012

GRAHAM, SCOT
PETER LAW GROUP, 9100 WILSHIRE BOULEVARD, SUITE
880W
BEVERLY HILLS, CA 90212

RE: E201112R9564-00
GRAHAM/LOS ANGELES UNIFIED SCHOOL DISTRICT

Dear GRAHAM, SCOT:

NOTICE OF CASE CLOSURE

This letter informs that the above-referenced complaint that was filed with the Department of Fair Employment and Housing (DFEH) has been closed effective June 06, 2012 because an immediate right-to-sue notice was requested. DFEH will take no further action on the complaint.

This letter is also the Right-To-Sue Notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

If a federal notice of Right-To-Sue is wanted, the U.S. Equal Employment Opportunity Commission (EEOC) must be visited to file a complaint within 30 days of receipt of this DFEH *Notice of Case Closure* or within 300 days of the alleged discriminatory act, whichever is earlier.

04/11/2013

EA A

DFEH does not retain case files beyond three years after a complaint is filed, unless the case is still open at the end of the three-year period.

Sincerely,



Tina Walker
District Administrator

cc: Case File

04/11/11

HOLMQUIST DAVID
GENERAL COUNSEL
LOS ANGELES UNIFIED SCHOOL DISTRICT
333 S. BEAUDRY AVE., 24TH FLOOR
LOS ANGELES, CA 90017



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

1055 WEST 7TH STREET, SUITE 1400, LOS ANGELES, CA 90017
(213) 439-6770
www.dfeh.ca.gov

Phyllis W. Cheng, Director

June 06, 2012

GRAHAM, SCOT
PETER LAW GROUP, 9100 WILSHIRE BOULEVARD, SUITE
880W
BEVERLY HILLS, CA, 90212

RE: E201112R9564-01
GRAHAM/CORTINES, RAMON, AS AN INDIVIDUAL

Dear GRAHAM, SCOT:

NOTICE OF CASE CLOSURE

This letter informs that the above-referenced complaint that was filed with the Department of Fair Employment and Housing (DFEH) has been closed effective June 06, 2012 because an immediate right-to-sue notice was requested. DFEH will take no further action on the complaint.

This letter is also the Right-To-Sue Notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

If a federal notice of Right-To-Sue is wanted, the U.S. Equal Employment Opportunity Commission (EEOC) must be visited to file a complaint within 30 days of receipt of this DFEH *Notice of Case Closure* or within 300 days of the alleged discriminatory act, whichever is earlier.

04/11/2013

DFEH does not retain case files beyond three years after a complaint is filed, unless the case is still open at the end of the three-year period.

Sincerely,



Tina Walker
District Administrator

cc: Case File

041111

LINDA SAVITT
PARTNER
BALLARD, ROSENBERG, GOLPER & SAVITT
500 NORTH BRAND AVENUE, 20TH FLOOR
GLENDALE, CA 91203

04/11/2013

**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)

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

1. Name of Claimant: <i>Scot Graham</i>	2. Home Telephone: Business Telephone: <i>310.277.0010</i>
3. Address of Claimant: <i>Peter Law Group 9100 Wilshire Blvd, Suite 880N, Beverly Hills CA 90212</i>	
4. Name and Address where you wish notices or communications to be sent: <i>Same as above</i>	
5. Claimant's Date of Birth: <i>6/10/50</i>	6. Claimant's Social Security No:
7. Date when damage occurred: <i>N/A</i>	8. Time when damage occurred: <i>N/A</i>
9. Where did damage or injury occur? (Name of School, Address, Intersection, etc.) <i>N/A</i>	
10. Exact/precise location of incident: (N/E corner, location on property, etc.) <i>N/A</i>	
11. Describe in detail how damage or injury occurred. (attach additional sheets, diagrams, if necessary) <i>LAUSD invaded Claimant's right to privacy, placed him in a false light and defamed him by publicly disclosing his identity, the nature of his allegations of sexual harassment and discrimination, and the fact and terms of a settlement proposal, all in violation of LAUSD's policies.</i>	
12. Where law enforcement emergency agencies called? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
13. If a physician was visited because of this injury: <i>Refuse to Disclose</i>	
Date of Visit:	Physician's Name:
Physician's address: <i>Refuse to Disclose.</i>	

Revised 2005

Ex B

14. Why do you believe the Los Angeles Unified School District is responsible? LAUSD is responsible for the actions of the below-referenced employees.	
15. Names of all District employees involved in this injury or damage: Former employee Ramon Cortines David Holmquist	
16. Witnesses to injury or damage. List all persons, with addresses and phone numbers, known to have information: (Attach additional sheet, if necessary)	
17. List dollar amount of damages incurred to date (attach copies of receipts or estimates) In excess of \$10 million	
18. Total dollar amount of damages to date: In excess of \$10 million	
19. Total estimated dollar amount of future damages: In excess of \$10 million	
20. Signature of Claimant or person filing on his/her behalf, (give relationship to claimant): Arnold P. Peter, Attorney for Claimant	
21. Print or type name of person listed above Arnold P. Peter	Date: 6/6/12

MAIL ORIGINAL COMPLETED FORM, WITH ANY ATTACHMENTS TO:

Executive Officer of the Board of Education
333 S. Beaudry Ave. (24th 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)

04/11/2013

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, SBN number, and address):
Arnold Peter (SBN 120091); Marcus Lee (SBN 281886)
PETER LAW GROUP
9100 Wilshire Blvd., Suite 880W
Beverly Hills, California 90212
TELEPHONE NO.: 310.277.0010 FAX NO.: 310.432.0599
ATTORNEY FOR (Name): Plaintiff Scot Graham

FOR COURT USE ONLY

FILED
Los Angeles Superior Court

APR 11 2013

John A. Clarke, Executive Officer/Clerk
By SHAUNYA WESLEY, Deputy

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

CASE NAME:
Graham v. LAUSD et al

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)

CASE NUMBER: **BC505673**

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>Auto Tort</p> <input type="checkbox"/> Auto (22)
<input type="checkbox"/> Uninsured motorist (46) <p>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</p> <input type="checkbox"/> Asbestos (04)
<input type="checkbox"/> Product liability (24)
<input type="checkbox"/> Medical malpractice (45)
<input type="checkbox"/> Other PI/PD/WD (23) <p>Non-PI/PD/WD (Other) Tort</p> <input type="checkbox"/> Business tort/unfair business practice (07)
<input type="checkbox"/> Civil rights (08)
<input type="checkbox"/> Defamation (13)
<input type="checkbox"/> Fraud (16)
<input type="checkbox"/> Intellectual property (19)
<input type="checkbox"/> Professional negligence (25)
<input type="checkbox"/> Other non-PI/PD/WD tort (35) <p>Employment</p> <input type="checkbox"/> Wrongful termination (36)
<input checked="" type="checkbox"/> Other employment (15) | <p>Contract</p> <input type="checkbox"/> Breach of contract/warranty (06)
<input type="checkbox"/> Rule 3.740 collections (09)
<input type="checkbox"/> Other collections (09)
<input type="checkbox"/> Insurance coverage (18)
<input type="checkbox"/> Other contract (37) <p>Real Property</p> <input type="checkbox"/> Eminent domain/Inverse condemnation (14)
<input type="checkbox"/> Wrongful eviction (33)
<input type="checkbox"/> Other real property (26) <p>Unlawful Detainer</p> <input type="checkbox"/> Commercial (31)
<input type="checkbox"/> Residential (32)
<input type="checkbox"/> Drugs (38) <p>Judicial Review</p> <input type="checkbox"/> Asset forfeiture (05)
<input type="checkbox"/> Petition re: arbitration award (11)
<input type="checkbox"/> Writ of mandate (02)
<input type="checkbox"/> Other judicial review (39) | <p>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</p> <input type="checkbox"/> Antitrust/Trade regulation (03)
<input type="checkbox"/> Construction defect (10)
<input type="checkbox"/> Mass tort (40)
<input type="checkbox"/> Securities litigation (28)
<input type="checkbox"/> Environmental/Toxic tort (30)
<input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <p>Enforcement of Judgment</p> <input type="checkbox"/> Enforcement of judgment (20) <p>Miscellaneous Civil Complaint</p> <input type="checkbox"/> RICO (27)
<input type="checkbox"/> Other complaint (not specified above) (42) <p>Miscellaneous Civil Petition</p> <input type="checkbox"/> Partnership and corporate governance (21)
<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): Fifteen
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: April 11, 2013
Marcus Lee, Esq.


(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.

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

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

ORIGINAL

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 5 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)

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

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

Auto Tort
Other Personal Injury/Property Damage/Wrongful Death Tort

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
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.
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.

Non-Personal Injury/ Property Damage/ Wrongful Death Tort
Employment
Contract
Real Property
Unlawful Detainer

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C 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:

Graham v. LAUSD et al.

CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C 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 <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
	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) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 1., 2., 8.
Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.	
Miscellaneous Civil Petitions	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2., 3., 9.
		<input type="checkbox"/> A6123 Workplace Harassment	2., 3., 9.
		<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2., 3., 9.
		<input type="checkbox"/> A6190 Election Contest	2.
		<input type="checkbox"/> A6110 Petition for Change of Name	2., 7.
		<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 4., 8. 2., 9.

SHORT TITLE: Graham v. LAUSD et al.	CASE NUMBER
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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.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <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 South Beaudry Street			
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%; padding: 2px;">CITY: Los Angeles</td> <td style="width:33%; padding: 2px;">STATE: CA</td> <td style="width:33%; padding: 2px;">ZIP CODE: 90017</td> </tr> </table>	CITY: Los Angeles	STATE: CA	ZIP CODE: 90017	
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 Stanley Mosk 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, subs. (b), (c) and (d)].

Dated: 04/11/2013



 (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.

04/11/2013