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Participating Attorney for
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**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES—CENTRAL DISTRICT**

PATRICIA McALLISTER,

Plaintiff,

vs.

**LOS ANGELES UNIFIED SCHOOL
DISTRICT;**

**JOHN E. DEASY, Superintendent of the
Los Angeles Unified School District; and
DOES 1 THROUGH 100, Inclusive**

Defendants

)
) Case No.:
)

) **COMPLAINT FOR:**
)

) 1) **WRONGFUL TERMINATION**
) 2) **DEPRIVATION OF RIGHTS UNDER CAL.**
) **CONST. ART. I, § 2(a);**
) 3) **U.S.C. § 1983 -- DEPRIVATION OF**
) **RIGHTS UNDER U.S. CONST. AMEND I**
) 4) **BREACH OF IMPLIED CONTRACT**
) 5) **BREACH OF COVENANT OF GOOD**
) **FAITH AND FAIR DEALING**
) 6) **NEGLIGENT INFLECTION OF**
) **EMOTIONAL DISTRESS**
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Plaintiff, PATRICIA McALLISTER, (hereinafter “Plaintiff”) by and through her attorney
of record, hereby brings this Complaint against the above-named Defendants, and in support
thereof alleges as follows:

PLAINTIFF’S COMPLAINT FOR DAMAGES

1
2 **I. PARTIES**

3 1. Plaintiff is a 60-year old individual and is currently and was at all relevant times a
4 resident of the City of Los Angeles, State of California. Plaintiff is a credentialed teacher in
5 mathematics and is a permitted substitute teacher.
6

7 2. Defendant Los Angeles Unified School District (hereinafter “LAUSD”) is an
8 entity created and existing under the laws of the State of California, Cal. Educ. Code §§ 35000 et
9 seq., which operates, controls and manages public elementary and secondary schools within the
10 City and County of Los Angeles, California. In all respects set forth herein, LAUSD acted under
11 color of the law of the State of California.
12

13 3. Defendant John E. Deasy (hereinafter “Deasy”) is the duly-appointed and acting
14 Superintendent of LAUSD and is responsible for overseeing all educational and administrative
15 issues for LAUSD and administers the overall educational activities of LAUSD’s schools and
16 centers. Deasy is responsible for carrying out and enforcing the policies of LAUSD and, on
17 information and belief, establishes LAUSD policy with respect to his actions and decisions. In
18 all respects set forth herein, Defendant Deasy acted under color of the law of the State of
19 California.
20
21

22 **II. FACTS**

23 4. Beginning on or about April 14, 2006, Plaintiff was employed by LAUSD as a
24 substitute teacher for mathematics and general education subjects. Under this employment,
25 Plaintiff was called on by LAUSD as needed by LAUSD to fill positions of regular LAUSD
26 teachers who were absent from service.
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1 5. On May 4, 2011, Plaintiff executed, as she had in previous years, a form in which
2 LAUSD made an offer of continued employment to the Plaintiff for the school year beginning in
3 September 2011 and ending in June 2012 as an on-call substitute teacher, and Plaintiff accepted
4 the offer by properly executing and returning the form along with an attachment indicating her
5 availability. A true and correct copy of the executed offer of employment is attached to this
6 Complaint as Exhibit 1.
7

8 6. Beginning in September 2011, Plaintiff did begin working for LAUSD as a
9 substitute teacher, responding to requests from LAUSD to fill in for regular teachers who were
10 absent from service on particular days. Each school day morning, Plaintiff was called by
11 LAUSD to determine her availability that day to act as a substitute teacher.
12

13 7. During the course of her employment as a substitute teacher for LAUSD,
14 Plaintiff was never the subject of any significant disciplinary action and was a highly sought-
15 after substitute teacher. As of approximately October 12, 2011, Plaintiff was requested and
16 scheduled to begin a substitute assignment at Ramon C. Cortines School of Visual and
17 Performing Arts on November 4, 2011, and was specifically requested for this substitute position
18 by the administration at the school because of positive past experiences with Plaintiff.
19

20 8. On Wednesday, October 12, 2011, Plaintiff attended a public rally at Los Angeles
21 City Hall. The rally was a part of the movement known as "Occupy Los Angeles," a grass-roots
22 effort to protest the power exercised by corporations and the wealthiest one-percent of the
23 population, and to seek to stop the deleterious effects of the influence of wealth and corporate
24 power on the political systems and environment of the United States. Plaintiff attended the rally
25 because of her opposition to cuts in funding for public education.
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PLAINTIFF'S COMPLAINT FOR DAMAGES

1 9. During this rally, Plaintiff was approached by a news reporter for Reason.TV who
2 asked for an interview, which he then recorded. Plaintiff was asked by the reporter for her name
3 and affiliation. Plaintiff identified herself and stated she was there “representing herself,”
4 although she did disclose that she works for the LAUSD.

5 10. When explaining why she was at the rally, Plaintiff stated that “I think that the
6 Zionist Jews who are running these big banks and our Federal Reserve, which are not run by the
7 federal government, they need to be run out of this country.”

8 11. A video of the interview of Plaintiff by Reason.TV was posted at the Reason.TV
9 website. Although Plaintiff’s interview included statements by her in addition to those set forth
10 in ¶¶ 9 and 10, the video posted and available at Reason.TV website was edited to include only
11 the statements set forth in ¶¶ 9 and 10.

12 12. The same edited video was also uploaded to, and available at, YouTube.com and
13 was widely viewed.

14 13. Beginning the morning of October 14, 2011, Plaintiff began receiving telephone
15 calls from unidentified persons berating and condemning her for the statements which were
16 repeated on the videos available on the internet. During this weekend, the Plaintiff viewed the
17 video over the internet and saw in comments posted with the video statements urging persons to
18 call LAUSD and demand that the Plaintiff be fired and providing the telephone number for
19 LAUSD.

20 14. On Tuesday, October 18, 2011, Plaintiff called the LAUSD “SubFinder”
21 automated phone system to check on her scheduled teaching assignment for November 4, 2011,
22 for the substitute assignment at Ramon C. Cortines School of Visual and Performing Arts that
23 was to begin the following November. However, when she attempted to log in, the system
24 rejected her request. The automated Subfinder system message said that her status was inactive,
25 and that she should call her supervisor.

26 15. Plaintiff then called the Certificated Substitute Unit of LAUSD to inquire as to
27 why her status was inactive. Plaintiff spoke with Marjorie Josaphat who told Plaintiff to call Dr.
28

PLAINTIFF’S COMPLAINT FOR DAMAGES

1 Ira Berman, LAUSD's Director of Employee Relations. The Plaintiff called Dr. Berman's office
2 and Dr. Berman told her to come to his office right away.

3 16. Plaintiff arrived at LAUSD's central offices at 1:00 p.m. on October 18, 2011,
4 proceeded to Dr. Berman's office and was ushered inside.

5 17. Present in the LAUSD office when Plaintiff entered it, were Dr. Berman and John
6 Brasfield, Deputy Director of Human Relations for LAUSD.

7 18. Dr. Berman then informed Plaintiff that her employment with LAUSD was
8 terminated.

9 19. Plaintiff then asked Dr. Berman why she was being terminated, but Dr. Berman
10 did not give a reason, but told the Plaintiff that she should see Defendant Deasy to inquire
11 further.

12 20. Plaintiff then left Dr. Berman's office. The entire meeting lasted only
13 approximately 45 seconds.

14 21. Plaintiff did not go to see Defendant Deasy at that time because she did not have
15 an appointment to see him.

16 22. Before she could speak to Deasy personally about the reason she was terminated,
17 Plaintiff saw news reports of a statement that had been released to the press and media by
18 Defendant Deasy as Superintendent of Defendant LAUSD.

19 23. Defendant Deasy's statement read as follows:

20 As Superintendent of the Los Angeles Unified School District (LAUSD), I want to
21 emphasize that we condemn the remarks made recently by Patricia McAllister.
22 Her comments, made during non-work time at a recent protest rally, were her private
23 opinions and were not made in the context of District services. At LAUSD, we recognize
24 that the law is very protective of the freedom of speech rights of public employees when
25 they are speaking as private citizens during non-working time.

26 I further emphasize to our students, who watch us and look to us for guidance, to be role
27 models and to represent the ideals by which LAUSD lives, that we will never stand for
28 behavior that is disrespectful, intolerant or discriminatory.

As a day-to-day substitute teacher, Ms. McAllister was an at-will employee. As of today,
she is no longer an employee of the LAUSD.

PLAINTIFF'S COMPLAINT FOR DAMAGES

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2 24. On October 20, 2011, Plaintiff received by certified mail a letter dated October
3 18, 2011 from LAUSD under the signature of Vivian K. Ekchian. The letter read that “you are
4 to be separated from employment with the Los Angeles Unified School District effective the date
5 of this letter.” A true and correct copy of this letter is attached to this Complaint as Exhibit 2.
6

7 25. On or about December 2, 2011, pursuant to the requirements of the California
8 Tort Claims Act, as codified in California Government Code sections §§ 910 *et seq* (hereinafter
9 “the statute”), Plaintiff prepared a claims form (provided to her by defendant LAUSD) outlining
10 her claim against LAUSD for damages she suffered as a result of her wrongful and unlawful
11 termination. In the claims form, Plaintiff asserted that she had been fired as a result of an
12 interview she gave at an “Occupy Los Angeles” rally that was posted on the internet. Plaintiff
13 further asserted that the termination was the result of the statements made in the interview and
14 that the termination was in violation of her First Amendment right to freedom of speech.
15 Plaintiff’s claim form included her name; post office address where she could receive notice; the
16 pertinent dates, places, and circumstances of the occurrence giving rise to Plaintiff’s claim; the
17 amount of her damages and the name(s) of the known government employees who caused
18 Plaintiff’s damages. Plaintiff filed this claim on December 2, 2011, within six months of her
19 injury, as prescribed by the statute. Thereafter, Plaintiff’s claim was rejected by the LAUSD.
20 Thus, Plaintiff herein has met each and every requirement of the statute prior to the filing of this
21 action which has now become necessary. A true and correct copy of the claim timely filed by
22 Plaintiff is attached to this Complaint as Exhibit 3.
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PLAINTIFF’S COMPLAINT FOR DAMAGES

1 26. Plaintiff sent the written claim set forth in Exhibit 3 to the Executive Officer of
2 the Board of Education at 333 Beaudry Avenue, Los Angeles, California, as instructed on the
3 claim form, on or about December 2, 2012.

4
5 27. Plaintiff thereafter received a letter dated December 13, 2011 from the Division of
6 Risk Management and Insurance Services of LAUSD under the signature of Robert Deegan,
7 Liability Claims Manager. The letter read “[y]our claim presented to the Board Secretariat on
8 December 6, 2011 is rejected,” and advised Plaintiff that, subject to certain exceptions, she had
9 six (6) months to file a court action on the rejected claim. A true and correct copy of this letter is
10 attached as Exhibit 4.

11
12 28. As a result of the termination of her employment on October 18, 2011, Plaintiff
13 has suffered and continues to suffer damages including, but not limited to, (a) lost wages that she
14 would have earned as a substitute teacher for LAUSD, (b) lost benefits connected with her
15 employment with LAUSD, including medical, dental, vision and life insurance and pension
16 benefits, and (c) emotional distress and anguish as a result of the termination of her employment.

17
18 29. The sole and exclusive cause for the termination of Plaintiff’s employment with
19 LAUSD on October 18, 2011, was the content of the statements made by Plaintiff at the Occupy
20 Los Angeles Rally described in ¶ 10 above.

21
22 30. Defendant Deasy made the decision to terminate Plaintiff’s employment and in
23 doing so was acting within the scope and course of his employment and duties as Superintendent
24 of Defendant LAUSD and was executing and acting pursuant to the policies, practices, directives
25 and procedures of Defendant LAUSD.

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27 Plaintiff therefore prays for judgment as set forth herein.

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PLAINTIFF’S COMPLAINT FOR DAMAGES

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1 38. The discharge and termination of Plaintiff's employment by Defendants Deasy
2 and LAUSD constituted wrongful termination because the Plaintiff was discharged for
3 exercising a federal and state constitutional right or privilege.
4

5 39. Under Cal. Gov. Code § 820, Defendant Deasy is liable for the damages to
6 Plaintiff caused by the wrongful discharge of Plaintiff from her employment with Defendant
7 LAUSD.

8 40. Under Cal. Gov. Code § 815.2, Defendant LAUSD is liable for the damages to
9 Plaintiff caused by the wrongful discharge of Plaintiff from her employment with Defendant
10 LAUSD.
11

12 Plaintiff therefore prays for judgment as set forth herein.

13 **SECOND CAUSE OF ACTION**

14 **(against Defendants and DOES 1-100, inclusive)**

15 DEPRIVATION OF RIGHTS UNDER CAL. CONST. ART. I, § 2(a)

16 41. Plaintiff realleges and incorporates by reference the allegations of ¶¶ 1 through 40
17 set forth above.
18

19 42. Defendant Deasy's termination of the employment of Plaintiff was based upon,
20 and in retaliation for, the statements set forth in ¶ 10 above, which statements were made by
21 Plaintiff in her personal and individual capacity and not pursuant to her duties as an employee of
22 Defendant LAUSD, nor were such statements made in the course or scope of such employment.
23

24 43. The statements made by Plaintiff as set forth in ¶ 10 were on a matter of public
25 interest and concern and did not relate in any way to her employment, the conditions of her
26 employment or to an internal grievance respecting her employment with Defendant LAUSD.
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PLAINTIFF'S COMPLAINT FOR DAMAGES

1 44. The statements made by Plaintiff as set forth in ¶ 10 constituted speech and
2 expression that were and are protected by Cal. Const. Art. I, § 2(a).

3 45. Defendants Deasy and LAUSD, in terminating Plaintiff's employment, were not
4 furthering any legitimate administrative interest of the Defendants at all, nor does any such
5 interest outweigh the rights and interests of Plaintiff under Cal. Const. Art. I, § 2(a) to express
6 herself on a matter of public concern.
7

8 46. The discharge and termination of the Plaintiff's employment by Defendants
9 Deasy and LAUSD deprived the Plaintiff of her rights under Cal. Const. Art. I, § 2(a).
10

11 47. As a direct and proximate result of the deprivation of her constitutional rights,
12 Plaintiff suffered damage for which the Defendants are jointly and severally liable to Plaintiff.

13 Plaintiff therefore prays for judgment as set forth herein.
14

15 **THIRD CAUSE OF ACTION**

16 **(against Defendants and DOES 1-100, inclusive)**

17 42 U.S.C. § 1983 -- DEPRIVATION OF RIGHTS UNDER U.S. CONST. AMEND I

18 48. The Plaintiff realleges and incorporates by reference the allegations of ¶¶ 1
19 through 47 set forth above.

20 49. Defendant Deasy's termination of the employment of the Plaintiff was an act
21 performed under color of law within the meaning of U.S.C. § 1983 and was based upon, and in
22 retaliation for, the statements set forth in ¶ 10 above, which statements were made by the
23 Plaintiff in her personal and individual capacity and not pursuant to her duties as an employee of
24 Defendant LAUSD, nor were such statements made in the course or scope of such employment.
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PLAINTIFF'S COMPLAINT FOR DAMAGES

1 50. The statements made by Plaintiff as set forth in ¶ 10 were on a matter of public
2 interest and concern and did not relate in any way to her employment, the conditions of her
3 employment or to an internal grievance respecting her employment with Defendant LAUSD.
4

5 51. The statements made by Plaintiff as set forth in ¶ 10 constituted speech and
6 expression that were and are protected by the First Amendment to the United States Constitution.

7 52. Defendant Deasy, in terminating Plaintiff's employment, was not furthering any
8 legitimate administrative interest of the Defendants at all; nor does any such interest outweigh
9 the rights and interests of Plaintiff under the First Amendment to the United States Constitution
10 to express herself on a matter of public concern.
11

12 53. The discharge and termination of Plaintiff's employment by Defendant Deasy
13 deprived Plaintiff of her rights under the First Amendment to the United States Constitution.
14

15 54. As a direct and proximate result of the deprivation of her constitutional rights,
16 Plaintiff suffered damage for which Defendant Deasy is liable to the Plaintiff.

17 **FOURTH CAUSE OF ACTION FOR BREACH OF IMPLIED CONTRACT**

18 **(against Defendants and DOES 1-100, inclusive)**

19 55. Plaintiff realleges and incorporates by reference the allegations of ¶¶ 1 through 54
20 set forth above.

21 56. In or about May 2011, Plaintiff executed, over the internet and at a restricted-
22 access website available to LAUSD employees only, a form in which LAUSD made assurances
23 to the Plaintiff that she would have employment with LAUSD for the school year beginning in
24 September 2011 and ending in May 2012 as an on-call substitute teacher; that Plaintiff was asked
25 to indicate her desire to accept such an offer as on-call substitute teacher; and Plaintiff did in fact
26 accept this offer of employment as a substitute teacher with LAUSD for the 2011-2012 school
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PLAINTIFF'S COMPLAINT FOR DAMAGES

1 year on the electronic form provided by LAUSD; which was an implied contract based on a
2 mutual understanding and expectations between Plaintiff and Defendants, wherein Defendants
3 represented to Plaintiff that she would not be terminated on a whim for no reason, or without
4 good cause or legal cause.
5

6 57. Plaintiff performed all of her duties as she agreed to under the contract, making
7 herself available for, accepting and performing substitute teacher assignments as requested by
8 Defendants.
9

10 58. On or about October 18, 2011, Defendants, and each of them breached the
11 contract by terminating Plaintiff without good cause, or without giving her any stated cause or
12 justification whatsoever, and ultimately, it was learned that her termination was for a reason
13 violative of federal and state law and public policy: the expression of views Plaintiff expressed
14 on matters of public concern as a private citizen in her individual capacity, and on her own time.
15

16 Plaintiff therefore prays for judgment as set forth herein.

17 **FIFTH CAUSE OF ACTION FOR BREACH OF COVENANT OF GOOD FAITH AND**
18 **FAIR DEALING**

19 **(against Defendants and DOES 1-100, inclusive)**
20

21 59. Plaintiff realleges and incorporates by reference the allegations of ¶¶ 1 through 58
22 set forth above.

23 60. As hereinbefore alleged, on or about May 4, 2011, Plaintiff and Defendants
24 entered into an employment contract wherein LAUSD made assurances to the Plaintiff that she
25 would have employment with LAUSD for the school year beginning in September 2011 and
26 ending in June 2012 as an on-call substitute teacher. In return, Plaintiff was asked to indicate her
27 desire to accept such on-call substitute teacher. Plaintiff did indicate her desire to accept
28

PLAINTIFF'S COMPLAINT FOR DAMAGES

1 employment as a substitute teacher with LAUSD for the 2011-2012 school year and a contract
2 was formed.

3 61. Beginning in September 2011, Plaintiff did begin working for LAUSD as a
4 substitute teacher pursuant to the terms of the contract, responding to requests from LAUSD to
5 fill in for regular teachers who were absent from service on particular days. Each school day
6 morning, Plaintiff was called by LAUSD to determine her availability that day to act as a
7 substitute teacher.
8

9 62. During the course of her employment as a substitute teacher for LAUSD,
10 Plaintiff was never the subject of any significant disciplinary action and was a highly sought-
11 after substitute teacher. She was scheduled to begin a long-term substitute assignment at
12 Ramon C. Cortines School of Visual and Performing Arts on November 4, 2011, and was
13 specifically requested for this long-term substitute position by the administration at the school
14 because of positive past experiences with Plaintiff.
15
16

17 63. Plaintiff performed all duties and obligations required of her under the contract.
18

19 64. On or about October 18, 2011, Plaintiff was anticipating beginning her new
20 assignment at Ramon C. Cortines School of Visual and Performing Arts on November 4, 2011
21 when she was informed by Defendants, without being given any reason or justification, that she
22 was terminated from her position as a substitute teacher.
23

24 65. All conditions required for Defendants' performance under the contract had
25 occurred;
26

27 66. On or about October 18, 2011, Defendants breached the contract they had
28

PLAINTIFF'S COMPLAINT FOR DAMAGES

1 entered into with Plaintiff, by terminating her employment without good cause, or any
2 legal cause or justification.

3 67. In breaching the contract without good cause or any legal cause or
4 justification, and in fact, in derogation of Plaintiff's federal and state rights, Defendants
5 violated and unfairly interfered with Plaintiffs right to receive the benefits of the contract
6

7 68. As a direct and proximate result of the violation and deprivation of her rights,
8 Plaintiff suffered damage for which the Defendants are jointly and severally liable to
9 Plaintiff.
10

11 Plaintiff therefore prays for judgment as set forth herein.

12
13 **SIXTH CAUSE OF ACTION FOR NEGLIGENT INFLICTION OF EMOTIONAL**
14 **DISTRESS**

15 **(against Defendants and DOES 1-100, inclusive)**

16 69. Plaintiff realleges and incorporates by reference the allegations of ¶¶ 1 through 68
17 set forth above.

18 70. Defendants, and each of them owed Plaintiff a duty of care that included
19 a duty not to retaliate against her, punish her for, and make a public example of her by
20 issuing a press statement humiliating her, for her exercise of her rights under federal and
21 state law to make comments on issues of public concern in her capacity as an individual
22 citizen on her own time.
23

24 71. Defendants' conduct was the direct cause, or a substantial factor in causing
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1 Plaintiff to suffer serious emotional distress, including mental anguish, fright, horror,
2 nervousness, grief, anxiety, worry, shock, humiliation and shame, such that no ordinary,
3 reasonable person would be able to cope with it.
4

5 Plaintiff therefore prays for judgment as set forth herein
6

7 **PRAYER**
8

9 WHEREFORE, the Plaintiff prays for judgment against the Defendants, and each of
10 them, as follows:

- 11 1. General damages according to proof;
- 12 2. Special damages according to proof;
- 13 3. Injunctive relief requiring Defendant LAUSD reemploy Plaintiff at her former
14 position with the same wages and benefits Plaintiff received before her termination;
15
- 16 4. Punitive and exemplary damages;
- 17 5. Reasonable attorneys' fees, costs and expenses pursuant to 42 U.S.C. § 1988 and
18 other applicable law; and
19
- 20 6. Such other relief as is authorized under the law and facts and as the Court may
21 deem just and proper.

22 DATED: May 15, 2012
23

24 Julie A. Esposito
25 Attorney at Law
26 Attorney for Plaintiff
27 Patricia McAllister

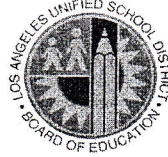
28 Participating Attorney for
THE RUTHERFORD INSTITUTE

PLAINTIFF'S COMPLAINT FOR DAMAGES

LOS ANGELES UNIFIED SCHOOL DISTRICT

MEMBERS OF THE BOARD

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Human Resources Division
Certificated Employment Operations - Substitute Unit
333 South Beaudry Avenue, 15th Floor - Los Angeles, CA 90017
Telephone: (213) 241-6591 - Fax: (213) 241-8410

JOHN DEASY, PHD
Superintendent of Schools

DAVID R. HOLMQUIST
General Counsel

VIVIAN K. EKCHIAN
Chief Human Resources Officer

DEBORAH A. IGNAGNI
Administrator

MARJORIE JOSAPHAT
Director

REGINA ECHOLS
Assistant Director

April 25, 2011

Patricia Mcallister
P O Box 86562
Los Angeles, CA 90086

788168

As the school year draws to a close, the Board of Education wishes to thank you for the service you have provided the Los Angeles Unified School District during the 2010-2011 school year, as a non-regular certificated employee.

As you know, all schools on multi-track year round, and LEARN calendars will recess on June 30, 2011. Although your services may not be required during the summer recess, your name will be retained in the substitute pool for service in the 2010-2011 school year, unless you indicate to the contrary.

During the school year, most classes will recess for three weeks in the Fall semester and one week in the Spring semester. Again, your services may not be required during these periods. However, your status will remain unchanged, as the District will continue to rely on your stated availability. It may not be possible to give you a specific return assignment as to date and location in advance.

Please review the Statement of Substitute Availability profile that immediately follows this letter. Designation of Service Unit (North, Central, and South) and geographic Calling Area, for the 2011-2012 school year must be indicated at this time. If no change is entered for Service Unit or Calling Area, your current profile will remain. Please review the subject availability profile indicated on the form. If you wish to make changes in this area, please indicate on the space provided. Your attention should be directed to the modification of Special Education subjects' definitions listed on the profile. Subject availability abbreviations have been included, for your convenience. **Frequently asked questions have been included along with the Statement of Availability.**

If you accept this offer of continued employment, following the summer recess, as well as the winter and spring vacation periods, you must confirm this information as true and correct, sign and return both forms in the U.S. mail. **Substitutes will not be available for an assignment or entered into the Sub Finder System until this form is submitted to the substitute unit by June 17, 2011 for summer employment. Letters received after 5:00pm June 17, 2011 will have a starting date of September 6, 2011 through October 3, 2011. No renewals will be accepted after October 3, 2011 at 5:00pm for the school 2011-2012 school year.**

Sincerely,
Regina Echols
Regina Echols
Assistant Director
Substitute Unit

Office Use Only
Date Received

I understand that I must have a valid teaching certificate, authorizing service as a substitute teacher.

I understand that I must have a current TB on file.

I understand that I must complete the 2011-2012 Child Abuse Awareness Training (CAAT) by September 3, 2011.

I accept the conditions of employment as a substitute teacher.

Patricia McAllister
Signature

5/4/11
Date

Los Angeles Unified School District
Human Resources

STATEMENT OF DAY-TO-DAY SUBSTITUTE AVAILABILITY

Printed below is your current personal information and includes your official address and telephone number.

PATRICIA MCALLISTER
P O BOX 86562
LOS ANGELES, CA 90086

Person ID# Job Code
788168 11200763

Employee Subgroup
SI

Home Phone# 2132006981

SubFinder Phone# 2132006981

You are responsible for notifying the school district of any changes in your official address or telephone number. Use District Form 8210-15 available at any school or from the Substitute Unit or Use LAUSD Employee Self Service @lausd.net.

2010-2011 CALLING AREA: CS2 (As of May 2, 2011) No Change: ☒

OR

SERVICE UNIT AND CALLING AREA: 2010-2011

Consult the listing below for description of Calling Area. Select one Calling Area within the Service Unit of your preference. Assignment priority will be given to the primary Calling Area selected and then to adjacent Calling Areas on the basis of seniority and need. Calling area map link below lists all schools in each calling area.

SERVICE UNITS			
North		Central	South
CALLING AREAS	<input type="checkbox"/> 1) Chatsworth, Kennedy, Monroe	<input type="checkbox"/> 1) Hamilton, University, Venice, Westchester	<input type="checkbox"/> 1) Banning, Carson, Gardena, Narbonne, San Pedro
	<input type="checkbox"/> 2) San Fernando, Sylmar, Verdugo Hills	<input type="checkbox"/> 2) Belmont, Dorsey, Crenshaw, Fairfax, LA, Hollywood, Jefferson	<input type="checkbox"/> 2) Fremont, Jordan, Locke, Washington
	<input type="checkbox"/> 3) Birmingham, Canoga Park, Cleveland, ECR, Reseda, Taft	<input type="checkbox"/> 3) Eagle Rock, Franklin, Garfield, Lincoln, Marshall, Roosevelt, Wilson	<input type="checkbox"/> 3) Bell, Huntington Park, South Gate
	<input type="checkbox"/> 4) N. Hollywood, Grant, Poly, Van Nuys		

DAYS OF THE WEEK: IF YOU WISH TO CHANGE THE DAYS OF THE WEEK YOU ARE CURRENTLY AVAILABLE: Call (877) 528-7378; select main menu, option 5 then press 3 for days of the week. Follow the prompts to select the days of the week you will be available for work.

*Minimum availability is two consecutive days. *In order to be name-requested as a preferred substitute you must be available on both Monday and Friday. *If you select Monday and Friday ONLY, you cannot work any other day(s), even by request.

ASSIGNMENT: Available to begin on or after: 7/1/11 Enter 1 (one) date between 7/1/11-10/3/11.

ASSIGNMENT AVAILABILITY DATES AFTER 10/3/11 WILL NOT BE ACCEPTED.

All substitutes who submit this form by 5 pm on 6/17/11 will be eligible for activation as early as 7/1/11 for the 2011- 2012 school year. Applications received after 6/17/11 at 5 pm will be restricted and will not be eligible for reactivation until September 6, 2011. All renewals MUST be completed by 5 pm on 10/3/11 for the 2011-2012 school year. (Sub Finder's DATE RANGE MENU (#5 Personal Information and the #4 Date Range) may be used to adjust on-call status for up to one (1) thirty (30) day period.)

SUBJECT AVAILABILITY: As of May 2, 2011 the following subjects appear in your availability profile.

Please review the Job Position List for subject codes. Note that Special Education subjects are now all grouped under only two general categories: MMX (Mild to Moderate) and MSX (Moderate to Severe). Elementary substitutes must select elementary and may include one or both of the Special Education subjects. Secondary substitutes may list up to six preferred subject areas.

Current	CED	SST	FLS	BEX	MAT	ENG
Change To:						

PLEASE SIGN AND DATE THIS FORM:

Sign Patricia McAllister

Date 5/4/11

LOS ANGELES UNIFIED SCHOOL DISTRICT

MEMBERS OF THE BOARD

MONICA GARCIA, PRESIDENT
TAMAR GALATZAN
BENNETT KAYSER
MARGUERITE POINDEXTER LAMOTTE
NURY MARTINEZ
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STEVEN ZIMMER



JOHN E. DEASY, Ph.D.
SUPERINTENDENT OF SCHOOLS

VIVIAN K. EKCHIAN
CHIEF HUMAN RESOURCES OFFICER

Human Resources Division
333 South Beaudry Avenue, 14th Floor - Los Angeles, CA 90017
Telephone: (213) 241-6131 - Fax: (213) 241-8418

October 18, 2011

SENT FIRST CLASS AND
CERTIFIED MAIL

MS PATRICIA MCALLISTER
P O BOX 86562
LOS ANGELES CA 90086

NOTICE OF SEPARATION FROM EMPLOYMENT

As prescribed in Education Code Section 44953, which states that a substitute employee may be dismissed at any time at the pleasure of the board, you are to be separated from employment with the Los Angeles Unified School District effective the date of this letter.

A handwritten signature in cursive script, reading "V. Ekchian", is written in dark ink.

Vivian K. Ekchian

VE:jt

c: Dr. Ira Berman
Marjorie Josaphat
Regina Echols
Personnel File

CERTIFIED MAIL # 7010 3090 0002 2242 4271
(Return Receipt Requested)

**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)

CLAIM FORM

RESERVED FOR FILING STAMP

1. Name of Claimant: PATRICIA A. McAllister		2. Home Telephone: 213-221-7259 Business Telephone: 213-200-6981	
3. Address of Claimant: 685 S. Lucas, Los Angeles, CA 90017			
4. Name and Address where you wish notices or communications to be sent: P.O. Box 86562, Los Angeles, CA 90086			
5. Claimant's Date of Birth:		6. Claimant's Social Security No:	
7. Date when damage occurred: October 18, 2011		8. Time when damage occurred: 1 PM	
9. Where did damage or injury occur? (Name of School, Address, Intersection, etc.) 90017 Los Angeles Unified School District, 333 Beaudry, Los Angeles, CA			
10. Exact/precise location of incident: (N/E corner, location on property, etc.) MR. IRA BERMAN's Office, Director, Employee Relations, Room 14-225			
11. Describe in detail how damage or injury occurred. (attach additional sheets, diagrams, if necessary) My 1st Amendment Right for Freedom of Speech was violated. On my own time, I recently attended an Occupy Los Angeles rally on Thursday Oct 13, 2011. I was interviewed, and I made a comment about the Federal Reserve Bank. I specifically stated that I represented myself, and that I worked for LAUSD. The interview went up on YouTube on Friday, Oct 14, 2011, and I was fired on Tue. Oct. 18, 2011. I also had a teaching assignment at the time of the firing.			
12. Where law enforcement emergency agencies called? Yes _____ No X			
13. If a physician was visited because of this injury: Date of Visit: N/A Physician's Name: Physician's address: N/A			

Revised 2005

14. Why do you believe the Los Angeles Unified School District is responsible?
 Two days after the video ran on YouTube, I was called into the office of DR. IRA BERMAN. I was told that I no longer had a teaching position with LAUSD. MR. BERMAN told me if I had any questions, to go upstairs to talk to superintendent John Deasy. Also, I had a teaching assignment at the time I was fired.

15. Names of all District employees involved in this injury or damage:
 John Deasy, Superintendent LAUSD
 DR. Ira Berman, Director Employee Relations, LAUSD

16. Witnesses to injury or damage. List all persons, with addresses and phone numbers, known to have information: (Attach additional sheet, if necessary)
 I have news reports of John Deasy saying in regards to my firing, "We will never stand for behavior that is disrespectful, intolerant, or discriminatory." (Please see the attached comments by Mr. Deasy).

17. List dollar amount of damages incurred to date (attach copies of receipts or estimates)
 (1) 6 years of salary \$200,000; (2) Health Ins \$50,000; (3) Mental Anguish/Character Assassination \$25,000,000
 (4) STRS \$50,000

18. Total dollar amount of damages to date:
 \$25,300,000.00 (total)

19. Total estimated dollar amount of future damages:
 \$5,000,000 for salary lost after I retire in 6 years.

20. Signature of Claimant of person filing on his/her behalf, (give relationship to claimant):
 Patricia A. McAllister

21. Print or type name of person listed above Patricia A. McAllister	Date: 12/2/11
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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)

Division of Risk Management and Insurance Services

John E. Deasy, Ph.D.
Superintendent of Schools

Enrique G. Boull't
Interim Chief Operating Officer



George F. Tischler
Chief Risk Officer

DEC 18 2011

Patricia A. McAllister
685 S. Lucas
Los Angeles, CA 90086

RE: Wrongful Termination
File No.: 11-254

Dear Patricia A. McAllister:

Your claim presented to the Board Secretariat on December 06, 2011 is rejected. The following information is provided to you pursuant to California Government Code § 913:

"WARNING"

"Subject to certain exceptions, you have only six (6) months from the date this notice was personally delivered or deposited in the mail to file a court action on this claim. See Government Code Section 945.6. You may seek the advice of an attorney of your choice in connection with this matter. If you desire to consult an attorney, you should do so immediately."

Sincerely,


Robert Deegan
Liability Claims Manager

RD: sr

c: Carol Woods – Carl Warren and Company

Verification of Mailing State of California, County of Los Angeles
I am employed in the County of Los Angeles, State of California. I am over the age of 18; my business address is 333 S. Beaudry Ave., 28th Floor, Los Angeles, CA 90017. On the date indicated below, I served the foregoing document on the above addressee by placing the original thereof in a sealed envelope with postage thereon fully prepaid in the United States mail at Los Angeles, CA. I declare, under a penalty of perjury, under the laws of the State of California, that the above is true and correct.

DEC 18 2011

Date


Signature

333 South Beaudry Avenue - 28th Floor, Los Angeles, CA 90017 - riskmanagement@lausd.net
Telephones: (213) 241-3133 Fax: (213) 241-8993 TTY: (213) 241-6882

EXHIBIT 4