

1 Timothy Snowball, Cal Bar No. 317379
tsnowball@freedomfoundation.com
2 Shella Sadovnik, Cal Bar No. 267551
ssadovnik@freedomfoundation.com
3 Freedom Foundation
PO Box 552
4 Olympia, WA 98507
Telephone: (360) 956-3482
5 Facsimile: (360) 352-1874

6 *Attorneys for Plaintiffs*

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9 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
10 **LOS ANGELES, STANLEY MOSK**

11 **H.K., A.S., A.P., and C.P.,**

12 Plaintiffs,

13
14 v.

15 **UNITED TEACHERS LOS ANGELES,**
a labor organization; **CECILY MYART-**
16 **CRUZ** in her official capacity as President
of **UNITED TEACHERS LOS**
17 **ANGELES; JEFFREY GOOD,** in his
official capacity as Executive Director of
18 **UNITED TEACHERS LOS ANGELES;**
19 **LOS ANGELES UNIFIED SCHOOL**
DISTRICT, a political subdivision of the
20 State of California

21 Defendants.

Case No.:

**COMPLAINT FOR
DECLARATORY JUDGMENT,
INJUNCTIVE RELIEF, AND
DAMAGES**

INTRODUCTION

1
2 Since Los Angeles Unified School District (LAUSD) schools closed more
3 than a year ago due to concerns over the then unknown COVID-19, Plaintiffs'
4 children have variously become suicidal, isolated, depressed, addicted, clinically
5 obese, and had their future prosperity needlessly imperiled. While the need to
6 shutdown schools was unclear in March 2020, the scientific consensus is now
7 indisputable: schools can and should safely re-open. Keeping schools closed not
8 only harms children's academic performance but has also been shown to cause on-
9 going and in some cases devastating harm to their social, mental, and emotional
10 well-being.

11 But instead of following the science, Defendant LAUSD has followed the
12 demands of United Teachers of Los Angeles's (UTLA) to keep schools closed
13 unless their outlandish and unwarranted political agenda is granted. Rather than
14 allow its members to return to class and resume teaching, UTLA and its president
15 Cecily Myart-Cruz have held the current well-being and future prospects of
16 LAUSD students' hostage. UTLA's demands have included "defunding the
17 police," the shutdown of publicly funded privately operated charter schools, and
18 cash payments. LAUSD schools have remained closed, and Plaintiffs' children
19 have continued to be harmed without scientific, legal, or moral justification. While
20 UTLA has the right to seek a political agenda, it does not have the right to aid and
21 abet the continuing harm of Plaintiffs' children.

1 For these reasons, Plaintiffs H.K., A.S., A.P., and C.P., bring this action on
2 behalf of their children seeking declaratory and injunctive relief, and compensatory
3 damages.

4 JURISDICTION AND VENUE

5 1. This action arises under the California Constitution and applicable
6 statutes.

7 2. This Court has jurisdiction over complaints for injunctive relief under
8 California Code of Civil Procedure (CCP) §§ 525 and 526, and jurisdiction over
9 complaints for declaratory judgments under CCP § 1060.

10 3. Plaintiffs are seeking combined damages in excess of \$25,000, and their
11 case is properly classified as an unlimited civil case. CCP §§ 85, 86, and 88.

12 4. Venue is proper in the California Superior Court of Los Angeles
13 County, as the Defendants are located/reside in Los Angeles County, wherein the
14 Plaintiffs are also denied the ability to receive an in-person education. CCP §§
15 393(b), 394(a), and 401(1).

16 PARTIES

17 Plaintiff H.K.

18 5. Plaintiff H.K. resides with their spouse and two school-aged children
19 in LAUSD. Plaintiff H.K.'s son is eleven years old and is in the sixth grade. H.K.'s
20 daughter is six years old and is in the first grade. Both children either attend or
21 previously attended LAUSD schools.

1 6. In March 2020, both children were told not to return to class and began
2 exclusively online instruction.

3 7. This began a downward spiral for both children. Plaintiff H.K.’s son
4 has experienced mental, emotional, and social harm due to the continued closure of
5 schools and an exclusively online “education.” Specifically, before the schools
6 closed, Plaintiff H.K.’s son was socially active, outgoing, and a member of his
7 school’s student council. No more.

8 8. Since the schools closed, Plaintiff H.K.’s son has become increasingly
9 socially isolated, spending the majority of his time alone in his room. He has
10 experienced deep depressive episodes which have negatively affected his ability to
11 interact with his family and friends (through the computer). In fact, Plaintiff H.K.’s
12 son has gone from having little interest in video games or online entertainment to
13 having a full-blown video game addiction. His parents have even been forced to
14 monitor the time he is supposed to be in online “classes,” because he plays video
15 games instead of paying attention to the teacher.

16 9. Plaintiff H.K.’s son often experiences emotional outbursts, consisting
17 of extreme anger and distress. In the fall of 2020, he received a poor mark on a school
18 assignment and informed his parents that he wanted to kill himself. A school
19 counsellor was consulted.

20 10. Plaintiff H.K.’s son has also found it increasingly difficult to stay
21 organized with online “classes,” in which communication between teachers and his
22
23

1 peers is cumbersome and unreliable. The number of hours of actual instruction have
2 also been drastically reduced.

3 11. Since the schools closed, this is a day in the life of Plaintiff H.K.'s son:

- 4 • Rolling out of bed 10-15 minutes before his first online "class" begins,
5 often wearing the same clothes from the previous day.
- 6 • An online "class" from 9am to 10am, then a 30-minute break.
- 7 • Then another online "class" from 10:30am to 11:30am, then an hour
8 break.
- 9 • Then a final online "class" from 12:30pm to 1:30pm, then "school" is
10 concluded for the day. Total instruction never exceeds three total hours.
- 11 • After "school," Plaintiff H.K.'s son spends an hour on homework, then
12 spends the rest of the day either in bed or playing video games.

13 12. Since the schools have closed, H.K.'s daughter has become much more
14 socially shy and withdrawn. She is no longer as outgoing as she was when attending
15 fulltime in-person classes.

16 13. Plaintiff H.K.'s daughter required the retainer of a fulltime childcare
17 provider to supervise her during her online "classes." The cost of this provider was
18 borne by H.K. and their spouse.

19 14. The iPad provided by the school also did not function properly, so H.K.
20 and their spouse were required to purchase a new computer for her education.

1 15. When the daycare provider could no longer provide services in October
2 2020, H.K. and their spouse had no choice but to place their daughter in a private
3 “Pod” program costing them an additional \$1,500 a month.

4 16. H.K. and their spouse are expected to act as “teacher’s assistants” due
5 to the fact that the majority of schoolwork is now expected to be performed after
6 online “classes” have concluded. This time commitment has put pressure on their
7 available time to care for their family’s other needs.

8 17. H.K. and their spouse assumed that LAUSD would make decisions and
9 act in the best interest of their children. Not only did they not expect the schools to
10 be closed for such a long time, or continue to be closed, but did not think LAUSD
11 would continue to require the children to participate in ineffective online “classes.”

12 18. H.K. and their spouse fear retaliation by UTLA or UTLA affiliated
13 teachers for their advocacy for the well-being of their children and participation in
14 this lawsuit.

15 Plaintiff A.S.

16 19. Plaintiff A.S. resides with their spouse and two school-aged children in
17 LAUSD. Plaintiff A.S.’s son is eleven years old, suffers from autism, and is in the
18 fifth grade. A.S.’s daughter is fifteen years old, is in the ninth grade, and attends a
19 private school. Plaintiff A.S.’s son currently attends a school in LAUSD.

20 20. In March 2020, Plaintiff A.S.’s son was told not to return to class and
21 began exclusively online instruction.

1 21. This began a downward spiral for Plaintiff A.S.’s son. Plaintiff A.S.’s
2 son has experienced mental, emotional, social, and physical harm due to the
3 continued closure of schools and an exclusively online “education.”

4 22. Online “classes” have been very difficult for Plaintiff A.S.’s son. He
5 has trouble concentrating, paying attention, and remaining engaged. He is barely
6 able to participate. Plaintiff A.S.’s son’s teacher often has to resort to messaging
7 Plaintiff A.S. to check whether he is even in “class.”

8 23. Because of the lack of supervision, Plaintiff A.S.’s son has been caught
9 cheating on assignments, further imperiling his academic future.

10 24. Before the shutdown, Plaintiff A.S.’s son was seated directly next to his
11 teacher. This physical proximity helped Plaintiff A.S.’s son stay focused and
12 maintain his grades.

13 25. Since the shutdowns, Plaintiff A.S.’s son has only ever been on campus
14 for temporary assessments and has never even met his teacher in person.

15 26. Since the shutdown began, Plaintiff A.S.’s son’s grades have gone
16 down, and Plaintiff A.S. and their spouse were forced to hire a private tutor. It is
17 their belief that but for this private tutor, Plaintiff A.S.’s son would be failing his
18 “classes.” This tutor spends three to seven hours a week with Plaintiff A.S.’s son,
19 and costs \$50 an hour, which puts a financial strain on Plaintiff A.S. and their
20 spouse’s finances.

1 27. Since the shutdown began, Plaintiff A.S. and their spouse have also
2 been forced to pay out of pocket for school supplies and other materials normally
3 furnished by the school.

4 28. Plaintiff A.S.’s son has no opportunity to engage with his classmates
5 while attending “classes” online.

6 29. Plaintiff A.S.’s son already had difficulty making friends before his
7 school shutdown. But since the shutdown he has no friends and no social interactions
8 outside his immediate family. His only friend is his sister.

9 30. Since the shutdown, Plaintiff A.S.’s son has become extremely socially
10 isolated. He manifests this frustration through increased aggression and frustration.
11 His disability makes the expression of emotion even more challenging.

12 31. Since the shutdown began, Plaintiff A.S.’s son’s opportunities for
13 physical exercise have also been restricted, and as a result he has gained 30 pounds.
14 This unhealthy weight has caused Plaintiff A.S.’s son other health problems, such as
15 difficulty breathing.

16 32. A.S. and their spouse assumed that LAUSD would make decisions and
17 act in the best interest of their son. Not only did they not expect the schools to be
18 closed for such a long time, or continue to be closed, but did not think LAUSD would
19 continue to require their son to participate in ineffective online “classes.”

20 33. A.S. and their spouse fear retaliation by UTLA or UTLA affiliated
21 teachers for their advocacy for the well-being of their son and participation in this
22 lawsuit.

1 Plaintiff A.P.

2 34. Plaintiff A.P. is a single parent that resides with their daughter in
3 LAUSD. Plaintiff A.P.'s daughter is twelve years old and is in the sixth grade. Up
4 until September 2020, Plaintiff A.P.'s daughter was enrolled in school in LAUSD.

5 35. In March 2020, Plaintiff A.P.'s daughter was told not to return to class
6 and began exclusively online instruction.

7 36. This began a downward spiral for Plaintiff A.P.'s daughter. Plaintiff
8 A.P.'s daughter has experienced mental, emotional, and social harm due to the
9 continued closure of schools and an exclusive online "education."

10 37. Plaintiff A.P.'s daughter's school did not even offer online "classes."
11 Instead, Plaintiff A.P.'s daughter's teachers would meet with her briefly over Zoom
12 for no more than 90 total minutes per week. These meetings did not consist of any
13 substantive instruction or reviewing past assignments or homework. Instead, the
14 calls were treated as merely "checking in," before quickly concluding.

15 38. Meanwhile, the amount of homework Plaintiff A.P.'s daughter was
16 assigned increased from several hours a day, to up to eight hours per day.

17 39. Due to confusing layout of the assignment portal, it would take upwards
18 of two hours per day for Plaintiff A.P. to help her daughter recover her assignments.

19 40. Plaintiff A.P.'s daughter began having daily meltdowns, which
20 consisted of crying fits, anxiety attacks, and heart palpitations. Plaintiff A.P.'s
21 daughter showed signs of both clinical depression and anxiety.

1 41. Plaintiff A.P.’s daughter became increasingly socially withdrawn, and
2 her only outlet became interacting with friends over her computer, sometimes for
3 three or more hours at a time after spending a full day on the computer to complete
4 her homework. Plaintiff A.P.’s daughter began to experience debilitating headaches
5 as a result.

6 42. The time and stress of helping Plaintiff A.P.’s daughter recover and
7 complete her copious assignments became overwhelming for Plaintiff A.P. When
8 Plaintiff A.P.’s daughter’s grades began to slip, Plaintiff A.P. was forced to rehire a
9 former nanny to help Plaintiff A.P.’s daughter with her schoolwork. This nanny
10 worked with Plaintiff A.P.’s daughter for three or four hours a day, at a cost of \$18
11 per hour.

12 43. When Plaintiff A.P. called the school to inquire as why their daughter
13 was receiving so little actual instruction, she was connected with the school
14 principal. The principal told Plaintiff A.P. that the teachers had their own kids at
15 home to take care of, and “are doing their best.” When Plaintiff A.P. asked about the
16 eight hours of outside work their daughter was being assigned a day, the principal
17 said, “we like to keep them busy.”

18 44. Left with no alternative, in August of 2020, Plaintiff A.P. enrolled their
19 daughter in private school. The annual tuition of this schooling is \$40,000. As a
20 single parent, this additional expense has put financial stress on Plaintiff A.P.

21 45. Plaintiff A.P. assumed that LAUSD would make decisions and act in
22 the best interest of their daughter. Not only did they not expect the schools to be
23

1 closed for such a long time, or continue to be closed, but did not think LAUSD would
2 continue to require their daughter to participate in ineffective online “classes.”

3 46. But for the continued closures, A.P. would consider re-enrolling their
4 daughter in a LAUSD school.

5 47. A.P. fears retaliation by UTLA or UTLA affiliated teachers for their
6 advocacy for the well-being of their child and participation in this lawsuit.

7 Plaintiff C.P.

8 48. Plaintiff C.P. resides with their spouse and son in LAUSD. Plaintiff
9 C.P.’s son is five years old and previously attended pre-Kindergarten “classes” in
10 LAUSD. Plaintiff C.P. has been a long-time private union member and grew up in a
11 household where both of their parents were union members for their entire lives.

12 49. Plaintiff C.P.’s son never met his teacher and has never set foot on
13 campus. His entire experience with public school was in online “classes.”

14 50. Plaintiff C.P.’s son almost immediately began having emotional
15 outbursts when Plaintiff C.P. and their spouse attempted to make him sit still for
16 online “classes.” This included throwing tantrums, crying, or simply refusing to sit
17 at the computer.

18 51. Because of his age and the requirements that an adult be present at all
19 times to operate the online platform, Plaintiff C.P. had to quit their job. Not only has
20 this resulted in a loss of income and financial pressure on Plaintiff C.P.’s family but
21 is likely to harm Plaintiff C.P.’s career and long-term earning potential.

1 52. The online instruction platform chosen by the school (Zoom) had near
2 constant technical issues that often led to “class” being cancelled for the day.

3 53. Even when the technology was functioning properly, Plaintiff C.P.’s
4 son’s teacher often did not know how to use the technology properly, and Plaintiff
5 C.P.’s son was unable to leave the Zoom “waiting room” to attend his “class.”

6 54. Even when Plaintiff C.P. and their spouse could get their son to sit at
7 the computer, the majority of the instruction was not delivered by the teacher but
8 consisted of watching otherwise publicly available YouTube videos.

9 55. This “instruction” consisted of no more than 90 total minutes a day.

10 56. Plaintiff C.P. and their spouse are expected to be responsible for the
11 majority of teaching, due to the majority of work being assigned after the online
12 “class” concludes. This time commitment has put pressure on their available time to
13 care for their family’s other needs.

14 57. Plaintiff C.P. and their spouse were also responsible for the out-of-
15 pocket expenses, including food coloring, special kinds of construction paper, and
16 other arts and crafts materials.

17 58. Left with no alternative but to continue to sacrifice their son’s education
18 and C.P.’s career, two months ago C.P. and their spouse enrolled their son in a
19 private pre-school which initially cost them \$900.00 a month for three days a week,
20 and now costs them \$1,150 a week.

21 59. C.P. and their spouse assumed that LAUSD would make decisions and
22 act in the best interest of their son. Not only did they not expect the schools to be
23

1 closed for such a long time, or continue to be closed, but did not think LAUSD would
2 continue to require the children to participate in ineffective online “classes.”

3 60. But for the continued closures, C.P. and their spouse would consider
4 re-enrolling their son in a LAUSD school.

5 61. C.P. and their spouse fear retaliation by UTLA or UTLA affiliated
6 teachers for their advocacy for the well-being of their children and participation in
7 this lawsuit.

8 Defendants

9 62. Defendant Los Angeles Unified School District is the second largest
10 public school district in the United States and is a political subdivision of the State
11 of California. The District employs approximately 30,000 K–12 public school
12 teachers in Los Angeles. According to the most recent available data, LAUSD
13 spends approximately \$15,920 per student annually. The District’s office is located
14 at 333 S Beaudry Ave., Los Angeles, CA 90017.

15 63. Defendant United Teachers Los Angeles is the second largest teacher’s
16 union in the United States and the exclusive bargaining representative approximately
17 30,000 K–12 public school teachers in Los Angeles. Under California state law, and
18 the terms of the applicable collective bargaining agreement (CBA), UTLA is
19 empowered to represent those teachers in all contract negotiations, grievance
20 proceedings, and lobbying efforts. UTLA’s office is located at 3303 Wilshire Blvd.,
21 10th Floor, Los Angeles, CA 90010.

1 64. Defendant Cecily Myart-Cruz is the President of Defendant UTLA.
2 Defendant Myart-Cruz is directly responsible for both developing UTLA’s political
3 and policy agenda in response to COVID-19, engaging in protracted negotiations
4 with LAUSD based on this agenda, and personally prevented the re-opening of
5 LAUSD schools for political reasons, causing harm to LAUSD students, including
6 Plaintiffs’ children. UTLA’s office address is included in the preceding paragraph.

7 65. Defendant Jeff Good is the Executive Director of Defendant UTLA.
8 Defendant Good was UTLA’s primary representative in protracted negotiations with
9 Defendant LAUSD from July to December, 2020, and personally prevented the re-
10 opening of LAUSD schools for political reasons, causing harm to LAUSD students,
11 including Plaintiffs’ children. UTLA’s office address is included in the preceding
12 paragraph.

13 **FACTUAL ALLEGATIONS**

14 **A. California School Closures and UTLA’s First Demands.**

15 66. In response to the COVID-19 outbreak, Governor Gavin Newsom
16 declared a state of emergency on March 4, 2020.

17 67. On March 12, 2020, UTLA demanded that LAUSD close all schools
18 within the district.

19 68. As part of the call for school closures, UTLA released “10 Common
20 Good Community Demands,” including fifteen additional paid sick days for all
21 Los Angeles County workers, a weekly disaster stipend, and creation of a food
22 supply network. Exhibit A.

23

1 69. “The state has a \$20 billion reserve and this is exactly the time to tap
2 into that reserve to support students and families,” former UTLA President Alex
3 Caputo-Pearl said. “There is an opportunity here to build a social safety net
4 through our Common Good Community Support demands. Let’s take the
5 opportunity to build those now.”

6 70. On March 13, 2020, Governor Newsom signed Executive Order N-
7 26-20, which permitted California’s local school districts to initiate school
8 closures.

9 71. That same day, LAUSD notified approximately 670,000 students not
10 to return to class.

11 72. Within days a majority of California’s school districts followed
12 LAUSD’s lead and announced emergency school closures.

13 73. 95% of the state’s 6 million public school students were affected by
14 the initial wave of public-school shutdowns across California.

15 74. No other event has disrupted the education of so many Californians in
16 the two decades since the state has kept records of emergency closures.

17 **B. School Closures Have Injured, and Continue to Injure, LAUSD Students.**

18 75. Continuing school closures, and exclusively on-line instruction, has
19 harmed and continues to harm LAUSD students’ mental health and social well-
20 being.

21 76. A study by FAIR Health, a company that “possesses the nation’s
22 largest collection of private healthcare claims data,” revealed an over 300%

1 increase in intentional self-harm for 13- to 18-year-olds in the Northeast United
2 States since school closures began.

3 77. A review of multiple studies finds that young people experiencing
4 social isolation makes them three times more likely to develop depression in the
5 future, with the impact of loneliness on mental health lasting up to nine years later.

6 Exhibit B.

7 78. In a national survey conducted last spring, nearly a third of high
8 school students reported that they were unhappy and depressed “much more than
9 usual” during the prior month.

10 79. Drug overdoses more than doubled from April 2019 to April 2020 for
11 the same age cohort.

12 80. One study released in November indicated that school closures “may
13 be associated with a decrease in life expectancy for U.S. children.”

14 81. There has been a significantly higher rate of suicidal ideation and
15 suicide attempts for children aged 11 to 21 since the school shutdowns began in
16 March 2020, as compared with the same months in 2019.

17 82. Dr. Saun-Toy Trotter, a psychotherapist at U.C. San Francisco’s
18 Benioff Children’s Hospital in Oakland, said the clinic recorded more youth
19 suicide attempts during the first four weeks of the pandemic than it had the entire
20 previous year.

21 83. Since the school closures began in April 2020, children’s mental
22 health-related emergency room visits have increased by 24% for children aged 5 to
23

1 11, and 31% for children aged 12-17. Exhibit C.

2 84. On January 13, 2021, a group of thirty University of California San
3 Francisco medical professionals published an open letter calling for schools to be
4 re-opened by February 1, 2021, noting that distance learning has led to serious
5 mental health issues for children.

6 85. More than a third of youth previously received mental health services
7 in the context of on campus resources and are unable to access these services while
8 the shutdowns continue.

9 86. This lack of access to campus mental health resources
10 disproportionately impacts marginalized student demographics such as Black,
11 Latino, and LGBTQ children.

12 87. Aside from the toll on students' mental health, continuing school
13 closures harm LAUSD students' academic progress, and impedes their future
14 economic and career opportunities. Exhibit D.

15 88. A McKinsey & Company report in June 2020 concluded that students
16 who do not receive full-time, in-person instruction until 2021 will have lost an
17 average of seven months of learning.

18 89. According to a recent study co-authored by Yale economist Fabrizio
19 Zilibotti, pandemic-related school closures deepen educational inequality by
20 severely impairing the academic progress of children from low-income
21 neighborhoods. Exhibit E.

22 90. Zilibotti reports that “[t]he learning gaps created by the [COVID-19]
23

1 crisis will persist as students make progress through high school, putting their
2 future prospects at risk.”

3 91. Continued school closures have a particularly severe impact on the
4 most vulnerable and marginalized children and their families.

5 92. These disruptions exacerbate already existing disparities within the
6 education system, as well harm other crucial aspects of children’s lives and
7 development.

8 93. Continuing school closures also deprive LAUSD students of crucial
9 health and social services.

10 94. Schools also administer vaccines, conduct ear and eye examinations,
11 provide emergency nursing care, and identify children at risk of abuse in other
12 settings.

13 95. Millions of students are nourished by the federal free and reduced-
14 price lunch programs, which they cannot access while schools are closed.

15 96. The loss of sports and physical exercise opportunities have already
16 had a massive impact on students since school closed.

17 97. For many students, sports are not only a path to an affordable higher
18 education, but a source of leadership skills, self-discipline, team-work
19 development, and personal identity.

20 **C. Research Overwhelmingly Shows that Schools Can Safely Re-open.**

21 98. Evidence gathered since the beginning of the school shutdowns
22 demonstrates that the shutdown were unnecessary, and schools can safely re-open.
23

1 99. The COVID School Dashboard developed by Brown University tracks
2 over 5,000 schools, 4 million students, and 1.3 million school staff.

3 100. This on-going study has consistently found student and staff infection
4 rates of 0.1% to 0.2% since it first began publishing in September 2020.

5 101. A September report from Insights for Education using data from 191
6 countries found no link between schools being open for in-person instruction and
7 COVID infection rates.

8 102. Data collected during a November 2020 surge of COVID cases in the
9 State of Illinois also found only 16 schools experienced outbreaks of between 11
10 and 16 cases each among over 750,000 students in full- or part-time in-person
11 instruction.

12 103. In an article published in the medical journal Pediatrics January 8,
13 2021, researchers reported that in a study of 90,000 students across 56 school
14 districts in North Carolina during the first nine weeks of the school year, there
15 were only a few dozen instances of secondary spread in schools.

16 104. No cases in that incident were found of in-school child-to-adult
17 spread, even with community infection rates of up to 29 per 100,000.

18 105. In a study of Swedish schools from March through June 2020,
19 published January 6, 2021, researchers similarly found that even though
20 community spread was prevalent and schools for ages 1 through 16 remained open,
21 only 15 out of 1.95 million children were hospitalized with COVID-19.

22 106. That study also showed that only 20 out of 103,596 teachers were
23

1 admitted to the ICU, and no students or teachers died from COVID-19.

2 107. A study by the National Center for Research on Education Access and
3 Choice at Tulane University, published January 4, 2021, also “found no evidence
4 that reopening schools in person or in a hybrid form increased COVID
5 hospitalizations” and “suggest[ed] that it seems safe to reopen schools when there
6 are no more than 36 to 44 total new COVID hospitalizations per 100,000 people
7 per week.”

8 108. The United States Centers for Disease Control recently published two
9 studies concluding “there has been little evidence that schools have contributed
10 meaningfully to increased community transmission,” and “that when schools
11 strictly adhere to layered mitigation strategies, they can minimize in-school
12 transmission even during times of higher community incidence.” Exhibit F.

13 109. As the CDC wrote on December 4, 2020 “because of ... the
14 disproportionate impact that school closures can have on those with the least
15 economic means, kindergarten through grade 12 schools should be the last settings
16 to close after all other mitigation measures have been employed and the first to
17 reopen when they can do so safely.”

18 110. Re-opening does not lead to increased cases in a community, and
19 closing classrooms “should be a last resort,” according to a March 11 analysis of
20 more than 130 studies by American Enterprise Institute’s John Bailey.

21 111. Despite the extremely low risks, in the fall of 2020 LAUSD brought
22 back less than 1% of its students for in-person services and instruction, although
23

1 state rules allowed up to 25% of enrollment on campus for special services at a
2 given time.

3 112. And amid a winter surge of COVID-19 cases (outside of schools),
4 LAUSD reentered a hard lockdown in early December 2020.

5 **D. California State Government Tries to Re-Open Schools.**

6 113. Following the end of the 2019–2020 school year, the California
7 Legislature passed Senate Bill 98 (SB 98), with the purpose to ensure the
8 continuity of education during COVID-19.

9 114. Governor Newsom signed SB 98 into law on June 29, 2020.

10 115. Senate Bill 98 amended and added various provisions to the California
11 Education Code to clarify the obligations of local education agencies, like LAUSD.

12 116. SB 98 modified section 43502 of the Education Code to state: “For
13 purposes of calculating apportionments for the 2020–21 fiscal year, a local
14 education agency *shall offer in-person instruction, and may offer distance*
15 *learning*, pursuant to the requirements of this part.” Educ. Code, § 43502
16 (emphasis added).

17 117. The Legislature further stated that a “local educational agency shall
18 offer in-person instruction *to the greatest extent possible.*” *Id.* (emphasis added).

19 118. On July 17, 2020, Governor Newsom announced that school
20 campuses outside of the thirty-two hardest hit counties would be allowed to re-
21 open while complying with guidelines promulgated by the California Department
22 of Public Health (CDPH).

1 119. That same day, the California Health and Human Services Agency,
2 through the CDPH, issued the COVID-19 and Reopening In-Person Learning
3 Framework for K–12 Schools in California, 2020-2021 School Year.

4 120. The framework required compliance with the COVID-19 Industry
5 Guidance: Schools and School-Based Programs, which mandated certain safety
6 protocols such as masks and spacing between teachers and students.

7 121. On December 30, 2020, Governor Newsom announced his Safe
8 Schools for All Plan, which he described as “California’s framework to support
9 schools to continue operating safely in-person and to expand the number of schools
10 safely resuming in-person instruction.”

11 122. On January 14, 2021, CDPH released a new COVID-19 and
12 Reopening In-Person Instruction Framework and Public Health Guidance for K–12
13 Schools in California, 2020–2021 School Year.

14 123. The January 2021 Framework mirrored much of the Safe Schools Plan
15 but added numerous new requirements for school re-openings.

16 124. On March 2, 2021, Governor Newsom and Democratic legislative
17 leaders announced an agreement to give school districts \$2 billion to open schools
18 for students in transitional kindergarten through second grade by April 1, 2021.

19 125. The plan, detailed in Assembly Bill 86, provides financial incentives
20 to school districts that offer in-person instruction at the beginning of March 2020
21 in counties with fewer than twenty-five new daily confirmed coronavirus cases per
22 100,000 residents.

1 126. School districts in counties in the state’s red tier, with seven or fewer
2 cases per 100,000 residents, would be required to extend classroom learning to all
3 elementary school students and at least one grade of middle or high school in order
4 to access all available funds.

5 127. But the proposal stopped short of mandating that schools across
6 California must re-open.

7 128. Instead, it leaves the final decision to local education officials and, in
8 some areas, subject to agreements between districts and the unions representing
9 school employees.

10 129. The total \$6.6 billion plan was approved by the California Legislature
11 on March 4, 2021 and signed into law by Governor Newsom on March 5, 2021.

12 **E. UTLA Actively Prevents the Re-Opening of LAUSD Schools.**

13 130. A Brown University report found that the political influence of local
14 teachers’ unions best explains how school boards have approached re-opening
15 schools across the United States.

16 131. Researchers Corey DeAngelis and Christos Makridis found that
17 school districts in places with strong teachers’ unions were much less likely to
18 offer full-time, in-person instruction. Exhibit G.

19 132. In line with this dynamic, UTLA has continued to prevent re-opening
20 schools within LAUSD, based on a personal and ideological agenda instead of
21 sound science or the best interests of LAUSD students.

22 133. On April 8, 2020, UTLA entered into an agreement with LAUSD that
23

1 allowed member teachers to provide exclusively online instruction.

2 134. The agreement provided that member teachers were not required to
3 assess student learning.

4 135. The agreement provided that member teachers were not required to
5 spend more than one hour per week planning, collaborating, or attending
6 professional development meetings.

7 136. The agreement provided that member teachers would not be evaluated
8 in any way or have their performance monitored.

9 137. The agreement provided that member teachers' work hours would be
10 reduced by 50%.

11 138. UTLA's ideological agenda is exemplified by the list of demands it
12 issued in July 2020 as the cost of allowing its members to return to work. Exhibit
13 H.

14 139. UTLA demanded that the police be "defunded."

15 140. UTLA demanded single-payer, government-provided health care.

16 141. UTLA demanded full funding for housing California's homeless.

17 142. UTLA demanded the shutdown of publicly funded privately operated
18 charter schools.

19 143. UTLA demanded a new set of programs to address systemic racism.

20 144. In order to pay for these new social programs, none of which
21 concerned COVID-19, UTLA demanded a 1% "wealth" tax, a 3% income surtax
22 on millionaires, and increased property taxes on businesses in California.

23

1 145. UTLA also demanded a \$250 million payment from the federal
2 government.

3 146. From July to December 2020, UTLA and LAUSD officials were
4 engaged in protracted negotiations in which LAUSD officials attempted to placate
5 UTLA and meet its demands as the means of getting students back in physical
6 classrooms.

7 147. Publicly available transcripts of these negotiations prove that while
8 LAUSD was ready and willing for students to return to school, it was the
9 obstruction of UTLA based on a political agenda that prevented schools from re-
10 opening.

11 148. In particular, several exchanges between Tony DiGrazia, the Labor
12 Relations Director for Defendant LAUSD, Defendant Good, the Executive
13 Director of UTLA, and other representatives of UTLA, exemplify this causal
14 relationship. Exhibit I.

15 149. In a negotiation meeting on July 16, 2020, UTLA representative
16 Victoria Casas stated: “It is time for us to take on social issues. Conceptual
17 teaching. Social issues. Inequity. It is not ok to grow up in a system that doesn’t
18 recognize you. Social justice. Kids need to be educated on that. Can we put that
19 into our priorities? Ethnic studies. The temperature is heating up around the
20 country.”

21 150. UTLA representative Arlene Inouye added: “An opportunity to
22 recreate. Quality not quantity. Look at a different model that is exciting, trauma
23

1 informed, flexible.”

2 151. Tony DiGrazia responded: “Ideas and concepts may have all the merit
3 in the world. Given out limited time, just don’t know if could tackle all that. When
4 we started, said we would like to have this done. You’ve brought up a lot...just
5 don’t know if this is that time.”

6 152. In a negotiation meeting on July 31, 2020, UTLA representative
7 Javier Romo stated, in relevant part: “[F]or better or worse public schools have
8 been for decades forced to cure ills of society. We need to come together to fix a
9 broken society...Cecily [Myart-Cruz] signed [a] letter to put pressure on Board of
10 Sup to provide funding to schools. This makes sense; it would make sense for us to
11 collaborate to make the world for our kids better...”

12 153. Tony DiGrazia responded: “I don’t disagree with any of you saying.
13 What does this have to do with impact of COVID, and why in a labor agreement?
14 It may be a good cause, I see where value in that, this is not in context other than
15 you are a labor union. We hear what you are saying.”

16 154. Defendant Good replied: “I think you are starting to see, and embrace,
17 we unapologetically don’t see us as a labor union. [UTLA sees itself] as social
18 justice and leadership body. We have no hesitancy to say that loudly and proudly,
19 and invite scorn cause people think we go outside our lane. We think we should
20 push district to see its role differently. We don’t call ourselves a labor union, we
21 call ourselves UTLA. We want district to embrace that role as well.”

22 155. Again faced with a host of UTLA demands that were unrelated and
23

1 irrelevant to student or teacher health or safety, in another negotiation meeting
2 between LAUSD and UTLA on August 1, 2020, Tony DiGrazia again asked:
3 “What does this have to do with the impacts of COVID, and why does this belong
4 in a labor agreement?”

5 156. Defendant Good replied: “Unapologetically, don’t see ourselves as
6 just a labor union, we see ourselves as a social justice....we don’t see a lane we
7 cant go into.”

8 157. By November 2020, the possibility of LAUSD schools re-opening
9 was still mired in negotiations with UTLA.

10 158. On November 20, 2020, UTLA President Cecily Myart-Cruz stated
11 that “[a] potential physical return would have to use a hybrid schedule, and frankly,
12 there is no such thing as a good hybrid schedule.”

13 159. “Hybrid” learning means that students are put into groups, and time is
14 split between on-campus learning in a classroom with a teacher and on-line
15 instruction.

16 160. Myart-Cruz also stated that UTLA did not want its members to teach
17 both in-person and online students at the same time, and also seemed opposed to
18 the version of hybrid learning that would bring one cohort on campus at a time.

19 161. In January 2021 Facebook post, Myart-Cruz accused “wealthy white
20 and Middle Eastern parents” of stalking union members on social media regarding
21 the parents’ desire to see their children return to physical classrooms.

22 162. On February 26, 2021, UTLA released a public statement outright
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1 rejecting “any fixed date” for re-opening schools.

2 163. UTLA further stated that any plan to re-open schools would have to
3 be based on negotiations with teachers toward a “hybrid-model plan.”

4 164. On March 1, 2021, Myart-Cruz stated that Governor Newsom’s re-
5 opening plans were “propagating structural racism.”

6 165. Myart-Cruz also claimed that minority communities are being
7 “unfairly targeted by people who are not experiencing this disease in the same
8 ways as students and families are in our communities.”

9 166. In an interview with KABC in Los Angeles on March 2, 2021, Myart-
10 Cruz criticized Governor Newsom’s school re-opening plan because, as she stated,
11 it was being driven by “white wealthy parents,” and “[i]f this was a rich person's
12 disease, we would've seen a very different response.” Exhibit J.

13 167. Myart-Cruz further stated that “[i]f you condition funding on the re-
14 opening of schools, that money will only go to white and wealthier schools that do
15 not have the transmission rates that low income black and brown communities do.”

16 168. A subsequent survey of UTLA members was posed in March 2021,
17 which asked whether the membership agreed to return to physical instruction
18 without UTLA’s demands being met.

19 169. These demands included giving school staff priority access to
20 COVID-19 vaccinations, the provision of protective equipment, the enactment of
21 strict social distancing measures, the installation of new school ventilation systems,
22 and “a cleaning regimen” being implemented at all schools.

1 170. The survey was composed of a single YES or NO vote.

2 171. The first question read: “A YES vote means you agree with UTLA’s
3 leadership and will join your union brothers, sisters and siblings in organizing to
4 resist a forced return to school sites until the three conditions for safety mentioned
5 above have been met.”

6 172. The second question read: “A NO vote means you are willing to
7 physically return to your school or place of work under unsafe conditions even if
8 the infection rates are still in the Purple Tier without vaccinations, and without all
9 of the safety conditions in place such as ppe, physical distancing, ventilation or
10 daily cleaning.”

11 173. Unsurprisingly given this framing of the issues, in early March 2021,
12 91% of participating UTLA members voted to keep LSUSD’s schools closed.

13 174. In early March 2021, a private Facebook group called “UTLA FB
14 Group - Members Only,” which has about 5,700 members, posted a note reading:
15 “Friendly reminder: If you are planning any trips for Spring Break, please keep it
16 off of Social Media. It is hard to argue that it is unsafe for in-person instruction, if
17 parents and the public see vacation photos and international travel.”

18 175. Following protracted negotiations, on March 12, 2021, Myart-Cruz
19 touted a tentative re-opening agreement between UTLA and LAUSD in which the
20 District capitulated to UTLA’s demands in order to re-open schools.

21 176. Exemplifying the gamesmanship motivating the continued opposition
22 to re-opening, Myart-Cruz called the agreement a “win” for organized labor and
23

1 said it set the “gold standard” in terms of expectations for school re-openings and
2 stated that it should serve as a national model for other unions.

3 177. Myart-Cruz also stated that the agreement happened “despite the
4 unfair and malicious attacks by those who want nothing more than to destroy
5 collective bargaining and the opportunities afforded from an equitable public
6 education.”

7 178. The tentative agreement was ratified by LAUSD on March 11, 2021.

8 179. UTLA membership voted on the proposed agreement from March 18
9 to March 21, 2021. Eighty-nine percent of the participating members voted to
10 approve the plan.

11 180. Even though it is tentatively approved, there is no guarantee that
12 UTLA will allow its members to return to physical classrooms on the agreed upon
13 date or will not order them to stay home at any subsequent point based on
14 purported health and safety concerns.

15 181. Even if the agreement goes into effect as planned, it will not end or
16 mitigate the continuing harm to LAUSD students, including Plaintiffs’ children.

17 182. Under the agreement, elementary school students will receive
18 instruction in a hybrid morning/afternoon model, with continued reliance on online
19 “classes” that will continue to subject Plaintiffs’ children to emotional and social
20 isolation, and imperil their academic performance and future opportunities.

21 183. While Myart-Cruz has acknowledged that “students learn best in
22 physical schools face to face with educators and the support providers they need
23

1 and deserve,” she has also stated that the union has the legal authority to veto any
2 attempt by LAUSD to order any members of her union to work on campus and is
3 prepared to do so.

4 **F. Children and Families Continue to Suffer from UTLA’s Obstruction.**

5 184. Children and parents continue to suffer the negative effects of
6 LAUSD’s continued inability to re-open due to UTLA’s obstruction.

7 185. This includes families from across the political and socio-economic
8 spectrum who are frustrated and distressed by the continued school closures.

9 186. Specifically, a growing number of LAUSD parents of color have
10 begun publicly calling for schools to re-open for families who want and need in-
11 person learning options.

12 187. “I feel like I’m on a roller coaster,” said Maggie Pulley, a teacher and
13 mom of three kids from mid-City, including a 6th grader at LAUSD’s Girls
14 Academic Leadership Academy. “I’ll get excited, and then I hear what UTLA said,
15 and I’m like, ‘Oh, there’s no hope.’”

16 188. “I’m Black. My kids are Black. I’m an educator. UTLA is not
17 advocating for what’s best for kids. Sitting at home and languishing on Zoom is
18 not what’s best for kids,” Pulley also said.

19 189. “If anyone needs their kids back, it’s people of color and communities
20 with low incomes,” Ana Lemus, a Latina mom from South LA, said: “These
21 shutdowns are disproportionately hurting kids who are in low-income
22 communities, the majority who are people of color.”

1 190. Two parent advocacy groups, Open Schools California and Reopen
2 California Schools, have garnered thousands of members statewide.

3 191. These groups have called for campuses to re-open, more transparency
4 from school districts, and a seat at the table to discuss re-opening plans.

5 192. LAUSD parents desperate to get their kids back in class have
6 increasingly been taking to the streets to petition their government for a redress of
7 grievances.

8 193. On February 22, 2021, dozens of parents and students joined a protest
9 outside the Federal Building in Los Angeles against both LAUSD and UTLA.

10 194. The protesters demanded that schools re-open for in-class learning
11 due to remote learning failing to properly educate students and disadvantaging
12 poorer students.

13 195. In an interview with the California Globe granted with the permission
14 of her parents, “Cicily,” a Los Angeles student at the recent protest, stated: “I think
15 the teachers are failing us for putting themselves over everyone else... We’re
16 arguing with them more about this point too. My sister’s teacher cut off early
17 without taking any more questions because a lot of students kept asking why she
18 wanted a vaccine over all of our futures. It’s not pretty.”

19 196. On February 27, 2021, dozens of LAUSD parents and students
20 gathered outside the Federal Building in Westwood in a desperate effort to re-open
21 schools.

22 197. Organizers gathered a handful of parents on a school bus to make
23

1 scheduled stops across Los Angeles in an effort to reach out to other parents.

2 198. On March 13, 2021, frustrated parents held a rally to re-open schools
3 at Pan Pacific Park.

4 199. The protesters said they want their children to return to real in-person
5 schooling five days a week, especially in the fall.

6 200. Left with no other alternative to end their children's' continued
7 suffering, many parents, including Plaintiffs, have turned to the judicial system as
8 their only means of redress.

9 **COUNT I**

10 **BREACH OF DUTY OF UNDIVIDED LOYALTY**

11 **(Against LAUSD)**

12 201. Plaintiffs hereby incorporate all of the above allegations.

13 202. LAUSD has a duty, based on the doctrine of *in loco parentis* to
14 protect the health and safety of students, and to maintain proper and appropriate
15 conditions conducive to learning. This duty extends outside school grounds.

16 203. By failing to safely return to in-person instruction because of the
17 personal and ideological demands of UTLA, and continuing to place students'
18 mental, social, and academic well-being at risk, LAUSD breached its duty of
19 undivided loyalty to its students, including Plaintiffs' children.

20 204. LAUSD acted knowingly against the interests of its students,
21 including Plaintiffs' children.

1 205. LAUSD acted on behalf of UTLA, a party whose interest was
2 contrary to the interests of its students, including Plaintiffs' children.

3 206. UTLA used the tragedy of COVID-19 as an excuse to extract
4 concessions based on its preferred personal and ideological policies by holding the
5 education and future of LAUSD's children hostage.

6 207. The students and their parents did not give informed consent for
7 LAUSD to act on behalf of UTLA, a party whose interest was contrary to the
8 interests of its students, including Plaintiffs' children.

9 208. As a result of this breach, Plaintiffs and their children suffered harm,
10 and continue to suffer harm.

11 209. LAUSD's conduct was a substantial factor in causing Plaintiffs and
12 their children's harm.

13 **COUNT II**

14 **AIDING AND ABETTING IN BREACH OF FIDUCIARY DUTY**

15 **(Against UTLA)**

16 210. Plaintiffs hereby incorporate all of the above allegations.

17 211. LAUSD has a duty, based on the doctrine of *in loco parentis* to
18 protect the health and safety of students, and to maintain proper and appropriate
19 conditions conducive to learning. This duty extends outside school grounds.

20 212. By failing to safely return to in-person instruction because of the
21 personal and ideological demands of UTLA, and continuing to place students'
22
23

1 mental, social, and academic well-being at risk, LAUSD breached its duty of
2 undivided loyalty to its students, including Plaintiffs' children.

3 213. UTLA used the tragedy of COVID-19 as an excuse to extract
4 concessions based on its preferred personal and ideological policies by holding the
5 education and future of LAUSD's children hostage.

6 214. UTLA was willing for teachers to remain out of the classroom, and
7 children, including Plaintiffs, to suffer the mental, social, and academic
8 consequences.

9 215. UTLA had actual knowledge of LAUSD's breach of its duty to its
10 students, including Plaintiffs' children.

11 216. UTLA rendered substantial assistance or encouragement to LAUSD's
12 breach of its duty to its students, including Plaintiffs' children.

13 217. UTLA's conduct was a substantial factor in causing continuing harm
14 to the students, including Plaintiffs' children.

15 218. Plaintiffs' children suffered harm, and continue to suffer harm.

16 **COUNT III**

17 **INTERFERENCE WITH CONTRACTUAL RELATIONS**

18 **(Against UTLA)**

19 219. Plaintiffs hereby incorporate all of the above allegations.

20 220. LAUSD has an implied contract based upon a course of conduct with
21 the students of LAUSD, including Plaintiffs, that LAUSD will make decisions and
22 act in the best interests of those students, including Plaintiffs' children.

1 221. In exchange for doing so, students in LAUSD, including Plaintiffs,
2 will remain in schools in LAUSD, as opposed to seeking schooling elsewhere,
3 such as at a private school, and not cause the funding to LAUSD to be decreased
4 by the per-pupil spending amount allotted for that student.

5 222. UTLA had knowledge of this contract between LAUSD and its
6 students, including Plaintiffs.

7 223. UTLA used the tragedy of COVID-19 as an excuse to extract
8 concessions based on its preferred personal and ideological policies by holding the
9 education and future of LAUSD’s children hostage.

10 224. By failing to safely return to in-person instruction because of the
11 ideologically based demands of UTLA, UTLA caused LAUSD to breach its
12 implied contract with the students to make decisions and act in the best interests of
13 those students, including Plaintiffs.

14 225. The but-for cause of LAUSD’s breach of its implied contract with the
15 students was UTLA intentional disruption of the contractual relationship between
16 LAUSD and its students, including Plaintiffs.

17 226. UTLA’s actions were intentionally designed to induce a breach of this
18 contract.

19 227. UTLA has complete disregard for LAUSD’s ability to perform on the
20 contract it has with the students, such as Plaintiffs.

21 228. As a result, Plaintiffs’ children suffered harm, and continue to suffer
22 harm.

1 **COUNT IV**
2 **FAILURE TO PERFORM FOR BENEFIT OF THIRD-PARTY**
3 **BENEFICIARIES**

4 **(Against LAUSD and UTLA)**

5 229. Plaintiffs hereby incorporate all of the above allegations.

6 230. LAUSD and UTLA have a contract (the CBA) for which the students,
7 including Plaintiffs, are third-party beneficiaries. A true and correct copy of the
8 CBA is attached hereto as Exhibit K.

9 231. That the students, including Plaintiffs, are third-party beneficiaries, is
10 apparent from the purpose of the CBA. *See* Exhibit K, Art. IX, § 4.0 and Art. IX-B,
11 § 1.0.

12 232. Plaintiffs' children are clearly third-party beneficiaries of the CBA
13 because but for teaching them, there would be no need for an agreement between
14 LAUSD and UTLA, and, in fact, LAUSD does not exist but to serve students such
15 as the Plaintiffs' children.

16 233. Further, the applicable collective bargaining agreement between
17 LAUSD and UTLA states that “[n]either UTLA nor its officers or representatives
18 or affiliates shall *cause, encourage, condone or participate* in any strike, *slowdown*
19 *or other work stoppage* during the term of this Agreement. In the event of any
20 actual or threatened strike, slowdown or other work stoppage, UTLA and its
21 officers, representatives and affiliates *will take all reasonable steps* within their
22 control to avert or end the same.” (emphasis added).
23

1 **PRAYER FOR RELIEF**

2 Wherefore, the Plaintiffs respectfully request that this Court:

3 **A) Issue a declaratory judgment:**

- 4 1. That LAUSD owes its students, including Plaintiffs’ children, a duty
5 to make decisions and act in their best interests, and breached this
6 duty by refusing to safely return to in-person instruction according to
7 the demands of UTLA, causing Plaintiffs’ children harm;
- 8 2. That LAUSD has an implied contract with Plaintiffs to make
9 decisions and act in Plaintiffs’ children best interests, and breached
10 this contract by refusing to safely return to in-person instruction
11 because of UTLA, causing the Plaintiffs’ children harm;
- 12 3. That UTLA had actual knowledge of, and substantial assistance in,
13 LAUSD’s breach of its duties to Plaintiffs’ children, and that this
14 conduct was a substantial factor in causing Plaintiffs’ children harm;
- 15 4. That UTLA had knowledge of the contract between LAUSD and
16 Plaintiffs, and acted intentionally to induce a breach of this contract
17 and disrupt the contractual relationship between LAUSD and
18 Plaintiffs, resulting in harm to Plaintiffs’ children;
- 19 5. That Plaintiffs’ children are the third-party beneficiaries of the
20 contract between LAUSD and UTLA, and that by failing to perform
21 according to the terms of that agreement, LAUSD and UTLA robbed
22 Plaintiffs’ children of the benefit of the bargain;
- 23

1 6. That the California Constitution requires the provision of in-person
2 instruction by each district for at least six months out of each year,
3 and by failing to provide that in-person instruction, LAUSD violated
4 Article IX, § 5.

5 **B) Issue a permanent injunction:**

- 6 1. Ordering UTLA to cease aiding and abetting LAUSD’s breach of their
7 fiduciary duties to act and make decisions in the best interests of
8 Plaintiffs’ children;
- 9 2. Ordering UTLA to cease inducing a breach of the contract between
10 LAUSD and Plaintiffs by interfering in their contractual relationship;
- 11 3. Ordering UTLA to cease preventing LAUSD from safely returning to
12 in-person instruction for the benefit of Plaintiffs’ children.

13 **C) Enter a judgment:**

- 14 1. Awarding Plaintiffs compensatory damages in an amount equal to the
15 annual per-pupil spending within the jurisdiction of LAUSD,
16 approximately \$15,920 per student, to be used to satisfy tuition at an
17 institution that does provide in-person learning.
- 18 2. Awarding Plaintiffs other compensatory damages in an amount to be
19 determined at trial.

20 **D) Other applicable relief:**

- 21 1. For costs of this suit, including reasonable attorneys’ fees; and
22 2. For any further relief as the Court may deem just and proper.

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Date: April 1, 2021

Respectfully submitted,

Timothy Snowball, Cal Bar No. 317379
Shella Sadovnik, Cal Bar No. 267551
Freedom Foundation
PO Box 552
Olympia, WA 98507
Telephone: (360) 956-3482
tsnowball@freedomfoundation.com
ssadovnik@freedomfoundation.com
Attorneys for Plaintiffs