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Superior Court of California
County of Los Angeles

OCT 07 2020

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24 SUPERIOR COURT OF THE STATE OF CALIFORNIA
25 COUNTY OF LOS ANGELES

BY FAX

26 KESHARA SHAW; ALMA ROSA FARIAS DE
27 SOLANO; JOSUE RICARDO GASTELUM-
28 CAMPISTA; MARITZA GONZALEZ; RONNIE
HEARD, JR.; DEYANIRA HOOPER; JUDITH
LARSON; VICENTA MARTINEZ; AND AKELA
WROTEN, JR.,

Plaintiffs,

vs.

LOS ANGELES UNIFIED SCHOOL DISTRICT;
AUSTIN BEUTNER, Los Angeles Unified School
District Superintendent; and DOES 1-25, inclusive,

Defendants, and

UNITED TEACHERS LOS ANGELES,

Relief Defendant.

Case No. 20STCV36489

Honorable Kenneth R. Freeman

FIRST AMENDED CLASS ACTION
COMPLAINT FOR INJUNCTIVE AND
DECLARATORY RELIEF

JURY TRIAL DEMAND

Complaint Filed: 09/24/2020

1 Plaintiffs Keshara Shaw; Alma Rosa Farias De Solano; Josue Ricardo Gastelum-Campista;
2 Maritza Gonzalez; Ronnie Heard, Jr.; Deyanira Hooper; Judith Larson; Vicenta Martinez; and Akela
3 Wroten, Jr. (“Plaintiffs”), by and through their undersigned attorneys, bring this class action against
4 defendants Los Angeles Unified School District (“LAUSD”) and its Superintendent Austin Beutner
5 (collectively, “Defendants”) on their own behalf and on behalf of a class of similarly situated persons or
6 entities (the “Class” or “Class Members”). Unless explicitly stated to the contrary, all allegations are
7 based on information and belief. Plaintiffs allege as follows:

8 INTRODUCTION

9 1. This is an action for declaratory relief and injunctive relief because Defendants LAUSD
10 and its Superintendent Austin Beutner have deprived Plaintiffs’ children and the Class Members of rights
11 guaranteed to them by the California Education Code and the California Constitution.

12 2. In light of the novel coronavirus (“COVID-19”) pandemic plaguing the nation, in March
13 2020, the LAUSD shut down its classrooms and all in-person instruction. Unfortunately, in responding
14 to one crisis, the LAUSD created an entirely different educational crisis for its students.

15 3. Prior to the COVID-19 school closures, the LAUSD’s students, and particularly the most
16 vulnerable—low-income, minority, English learners, students experiencing homelessness, and students
17 with disabilities—were already achieving well below state standards for their grade levels and dropping
18 out of school at disproportionately high rates. According to data compiled by the State of California, only
19 32.09% of the LAUSD’s Black students and 38.7% of Latino students met English Language Arts
20 standards, compared to 68.12% of White students and 76.34% of Asian students who met the standards.
21 And only 20.18% of Black students and 27.47% of Latino students met the math standards, whereas
22 59.24% of White students and 72.5% Asian students met the standards. Indeed, even under normal
23 conditions, the LAUSD has been unable to close gaps caused by widely disparate access to educational
24 opportunity as well as inequitable access to support and enrichment outside of school for the most
25 vulnerable. These students needed every single day of school, which disappeared overnight.

26 4. Rather than implementing a distance learning plan sufficient to ensure that these students
27 do not fall further behind, however, the LAUSD did the opposite. As described in more detail below, the
28 LAUSD significantly reduced teacher work time, instructional time, training and professional

1 development; eliminated student assessments; failed to ensure access to technology; and did nothing to
2 attempt to reengage the 40% of students that—according to the LAUSD’s own data—did not participate
3 in online learning and live video conferencing at all during remote learning in the spring semester.

4 5. The LAUSD’s response to the COVID-19 pandemic has denied Plaintiffs’ children the
5 basic educational equality guaranteed to them by the California Constitution. This constitutional
6 guarantee requires the state to ensure that Plaintiffs’ children have equal access to a public education
7 system that will teach them the skills they need to succeed as productive members of modern society. The
8 Constitution thus forbids the state, through its subordinate entities such as a local school district, from
9 providing a public education that falls fundamentally below prevailing statewide standards. Defendants
10 have failed miserably. For instance, Plaintiff Akela Wroten Jr.’s second grade daughter cannot read at
11 grade level and is struggling to learn to read. She was behind before the pandemic started, fell further
12 behind during spring remote learning, and now struggles to complete assignments due to her poor first
13 grade education and limited ability to read. Plaintiff Ms. Martinez’s daughter received no remote
14 instruction last spring. Her school has not made up for this lost time and instead provides only 25% of
15 class time compared to before the pandemic. LAUSD’s remote learning plan fails to provide students
16 with even a basic education and is not preparing them to succeed.

17 6. LAUSD also denies Plaintiffs’ children their statutory rights guaranteed to them by Senate
18 Bill 98 (“SB 98”), a law passed this June to ensure that California public school students receive an
19 adequate remote education after many school districts, like LAUSD, failed their students in the spring.
20 SB 98 requires that school districts provide *all* of the following in their distance learning educational
21 programs:

- 22 a. Confirmation that all students have access to connectivity and devices “adequate to
23 participate in the educational program and complete assigned work.” Cal. Educ.
24 Code § 43503(b)(1). Where students do not have access to connectivity and devices, the
25 school district must provide them. *Id.*
- 26 b. An education that is “aligned to grade level standards that is provided at a level of quality
27 and intellectual challenge substantially equivalent to in-person instruction.” Cal. Educ.
28 Code § 43503(b)(2).

- c. “Academic and other supports designed to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, pupils with exceptional needs, pupils in foster care or experiencing homelessness, and pupils requiring mental health supports.” Cal. Educ. Code § 43503(b)(3).
- d. “Special education, related services, and any other services required by a pupil’s individualized education program” (“IEP”). Cal. Educ. Code § 43503(b)(4).
- e. “Designated and integrated instruction in English language development . . ., including . . . support to access curriculum.” Cal. Educ. Code § 43503(b)(5).
- f. “Daily live interaction with certificated employees and peers for purposes of instruction, progress monitoring, and maintaining school connectedness,” or “an alternative plan for frequent live interaction that provides a comparable level of service and school connectedness” if daily instruction is not feasible. This interaction can be done via the internet, telephone, or by other means permissible under public health orders. Cal. Educ. Code § 43503(b)(6).

7. The LAUSD’s fall distance learning plan fails to comply with *any* of these requirements.

8. Despite the LAUSD’s acknowledgment of low achievement levels, the LAUSD entered into a side letter agreement with United Teachers Los Angeles (“UTLA”) on April 8, 2020 (hereinafter “April Side Letter”) that all but guaranteed that its most vulnerable students would be denied a basic education. The April Side Letter failed in several respects: (a) it did not require live, interactive instruction; (b) teachers were not required to assess student learning; (c) teachers were not required to spend more than one hour per week planning, collaborating, or attending professional development meetings; (d) teachers were not evaluated in any way or monitored; and (e) teachers’ workdays were cut in half, i.e., instead of being required to work eight hours a day, teachers only were required to work four hours a day. Because of the April Side Letter, students suffered tremendously and many failed to learn anything new in the last nine weeks of school. Only 60% of students participated in online learning and live video conferencing during remote learning in the spring semester. Accordingly, the April Side Letter left **40%** of students without any education whatsoever.

1 9. Parents and the public at large demanded that LAUSD remedy these harms and create a
2 program for the fall semester that would not continue to leave the LAUSD’s most vulnerable students
3 behind. In fact, Plaintiffs and 26 community groups put these demands in writing in June and July 2020
4 and demanded that the LAUSD hold a public hearing on the subject so that the LAUSD Board of
5 Education, the public, and key stakeholders could have a robust debate on the subject and come up with a
6 new plan that would ensure equal access to educational opportunity to all students, regardless of race and
7 socioeconomic status.

8 10. The LAUSD failed to respond to Plaintiffs’ three demand letters and a letter from the 26
9 community groups. It failed to hold any public hearings or to solicit feedback from parents on how to
10 improve its failing remote learning program. And given the LAUSD’s response, it is hard to believe that
11 it even considered, let alone accounted for, the problems that its most vulnerable students faced during the
12 spring 2020 semester.

13 11. On August 11, 2020, the LAUSD finally passed a plan for distance learning in the fall
14 (hereinafter “August Side Letter”). This plan failed to address or remedy the key failures of its spring
15 plan. First, despite knowing that slashing teacher workdays in half during the spring caused it students to
16 experience learning loss, the LAUSD only increased the teacher workday by 1.5 hours. This is still *two*
17 hours less than the teacher workday pre-pandemic. It defies logic that a teacher workday that is 25%
18 shorter is sufficient to provide adequate remote education, let alone address the learning loss suffered by
19 the LAUSD’s most vulnerable students after the disastrous “education” they received in the spring. This
20 failure is especially egregious for the large numbers of Black and Latino students who were already
21 performing below grade level and participated in remote education significantly less than their peers last
22 spring. By reducing teacher workdays, the LAUSD’s August Side Letter makes it impossible for students
23 to receive an education that is substantially equivalent to one that they would have received if they were
24 back in the classroom.

25 12. The LAUSD failed to require that teachers attend any training during the summer to ensure
26 that all teachers would know how to teach students effectively via remote learning. And this lack of
27 training has continued in the August Side Letter. Indeed, teachers receive a maximum of only one hour
28

1 of training or professional development per week, as compared to 4.5 hours per week pre-pandemic,
2 proving that the LAUSD not only left its students in the cold, but it also left its teachers there as well.

3 13. Most notably, the August Side Letter severely decreases students' live instructional
4 minutes. Live instruction is the best way for students to learn, and an increase in this time is the only
5 realistic way that students who experienced learning loss from the disastrous spring semester can make
6 up for this loss. Before the pandemic, high school students would receive 31.5 hours of live instructional
7 time a week, but now, they receive *at most* 13 hours a week of live instruction. In fact, all students are
8 losing between 17 and 19.5 hours of instructional time a week under the LAUSD's new plan.

9 14. Plaintiffs bring this action on behalf of themselves and all LAUSD children who were
10 enrolled in the LAUSD's public schools during remote learning due to the COVID-19 pandemic and
11 continue to be enrolled in the LAUSD's schools for the 2020-2021 academic year.

12 15. Accordingly, Plaintiffs hereby seek, on behalf of themselves and all Class Members,
13 declaratory relief that Defendants violated their children's rights to an equal education guaranteed by the
14 California Constitution and their right to distance learning that complies with SB 98. Plaintiffs also
15 respectfully request that Defendants be enjoined from further violating Plaintiffs' children's statutory and
16 constitutional rights.

17 **JURISDICTION AND VENUE**

18 16. The Superior Court for the State of California has personal jurisdiction over Defendants
19 because they are domiciled in the State of California and Defendants' activities, which give rise to this
20 action, occurred in the State of California. Cal. Civ. Proc. Code § 410.10.

21 17. Venue is proper in this County pursuant to California Code of Civil Procedure Sections
22 395(a) and 395.5. Cal. Civ. Proc. Code §§ 395(a), 395.5. Defendants reside in Los Angeles County and
23 the acts from which liability arises occurred in Los Angeles County.

24 **PARTIES**

25 18. Plaintiff Keshara Shaw resides in the County of Los Angeles and within the boundaries of
26 the LAUSD. Ms. Shaw is the mother of a minor student who attends Alexander Fleming Middle School
27 within the LAUSD.

1 19. Plaintiff Ronnie Heard, Jr. resides in the County of Los Angeles and within the boundaries
2 of the LAUSD. Mr. Heard is the father of four minor students who attend 95th Street Preparatory
3 Elementary School and Hamilton High School within the LAUSD.

4 20. Plaintiff Deyanira Hooper resides in the County of Los Angeles and within the boundaries
5 of the LAUSD. Ms. Hooper is the mother of two minor students who attend Leo Politi Elementary School
6 and John Liechty Middle School within the LAUSD.

7 21. Plaintiff Josue Ricardo Gastelum-Campista resides in the County of Los Angeles and
8 within the boundaries of the LAUSD. Mr. Gastelum-Campista is the father of one minor student who
9 attends Huntington Park High School within the LAUSD.

10 22. Plaintiff Maritza Gonzalez resides in the County of Los Angeles and within the boundaries
11 of the LAUSD. Ms. Gonzalez is the mother of two minor students who attend Downtown Magnet High
12 School and Dr. Sammy Lee Magnet School within the LAUSD.

13 23. Plaintiff Judith Larson resides in the County of Los Angeles and within the boundaries of
14 the LAUSD District. Ms. Larson is the mother of one minor student who attends South Gate Middle
15 School within the LAUSD.

16 24. Plaintiff Vicenta Martinez resides in the County of Los Angeles and within the boundaries
17 of the LAUSD. Plaintiff is the mother of a minor student who attends Clifford Street Elementary Math &
18 Technology Magnet within the LAUSD.

19 25. Plaintiff Alma Rosa Farias De Solano resides in the County of Los Angeles and within the
20 boundaries of the LAUSD. Ms. Solano is the legal guardian of a minor student who attends Southeast
21 High School within the LAUSD.

22 26. Plaintiff Akela Wroten, Jr. resides in the County of Los Angeles and within the boundaries
23 of the LAUSD. Mr. Wroten is the father of three minor students who attend Towne Avenue Elementary
24 School and Locke Early Education Center within the LAUSD.

25 27. Defendant LAUSD is a school district organized pursuant to law and possessing those
26 powers set forth in articles IX and XVI of the California Constitution and the laws of the State of
27 California.

28

1 34. **Commonality and Predominance:** Defendants’ conduct and the scope of its impact raise
2 common issues of fact and law among all members of the class, and common questions of law or fact are
3 substantially similar and predominate over questions that may affect only individual class members.
4 Defendants’ approval and implementation of the Side Letters during the 2020 spring and fall semesters is
5 a common nucleus of operative fact linking every class member. Each member of the proposed class
6 claims that Defendants violated their children’s constitutional rights for the equal opportunity to an
7 education under the California Constitution and California Government Code. In addition, each member
8 of the proposed class also claims that the Defendants have violated the California Education Code by
9 failing to provide its students with all of the technology or educational resources required by the statute.
10 And while slight variations in the individual damage claims may occur, common questions of law or fact
11 regarding Defendants’ liability substantially predominate over any questions affecting only individual
12 class members such that the class members should be permitted for the fair and efficient adjudication of
13 this controversy.

14 35. Plaintiffs assert that they intend to prove Defendants were responsible for class-wide harm
15 with admissions from Defendants, expert testimony, and illustrative testimony from the Plaintiffs
16 themselves. Almost identical evidence will be required to establish the Plaintiffs’ failure to provide
17 students with the education required by the California Constitution and statutes and Defendants’ liability.
18 This evidence is common to all class members and will require substantial trial time.

19 36. There are questions of law or fact common to the entire class. Common questions include,
20 without limitation, the following:

- 21 a. Whether the Defendants’ practices deprive Plaintiffs of the equal protection of law
22 guaranteed by the California Constitution, by failing to provide Plaintiffs’ children with
23 basic and equal education opportunities;
- 24 b. Whether Defendants’ practices violate the California Constitution’s guarantee that all
25 public school students receive the same privileges and immunities in their education, by
26 failing to provide Plaintiffs’ with privileges and immunities on the same terms as all other
27 California public school students;
- 28

- 1 c. Whether Defendants’ practices violate the California Constitution’s guarantee that students
2 learn in a “system of common schools” that are “kept up and supported” such that students
3 may learn and receive the “diffusion of knowledge and intelligence essential to the
4 preservation of the[ir] rights and liberties,” by failing to provide children with basic and
5 equal education opportunities;
6
7 d. Whether the Defendants’ practices violate California Government Code Section 11135 by
8 maintaining a system of public schools that does not provide equal educational opportunity
9 and adequate educational services to Plaintiffs without regard to race, ethnicity, or
10 economic status.
11
12 e. Whether the Defendants’ practices violate California Education Code Section 43503 by
13 maintaining a system of public schools that fails to comply with Distance Learning
14 requirements.

15 37. **Numerosity:** The Plaintiff Class is so numerous that joinder of all members is
16 impracticable. The class includes all parents or guardians with current students enrolled in the LAUSD’s
17 schools who are being taught via distance learning under the Side Letter Agreements entered into between
18 LAUSD and UTLA. There were approximately 500,000 students attending school in the LAUSD before
19 distance learning on March 16, 2020.

20 38. **Typicality:** Plaintiffs’ claims are typical of the claims of the Class. Plaintiffs and all
21 putative class members’ children were, and are still, subject to the same inadequate education.
22 Defendants’ course of conduct in violation of law as alleged herein has caused Plaintiffs and Class
23 Members to sustain the same or similar harm. The claims of each Plaintiff representative are typical of
24 the claims of the Class Members. The claims arise out of the same events, practices, and conduct of the
25 Defendants.

26 39. **Adequacy of Representation:** Plaintiffs and all putative class members do not have any
27 conflicts of interest with other Class Members due to the great degree of commonality, and will prosecute
28 the case vigorously on behalf of the Class. Counsel representing Plaintiffs and the Class are competent

1 and experienced in litigating large constitutional class actions. Plaintiffs will fairly and adequately
2 represent and protect the interests of the Class Members. Thus, the named Plaintiffs are committed to
3 deliver relief for the Class and have retained experienced class action counsel.

4 40. **Superiority of Class Action:** A class action is superior to other available means for the
5 fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not
6 practicable, and questions of law and fact common to the class predominate over any questions affecting
7 only individual members of the Class. Each Class Member has been harmed and is entitled to declaratory
8 and injunctive relief as a direct result of Defendants’ conduct with respect to Plaintiffs’ children’s
9 education after March 16, 2020. Moreover, the complexity of this litigation and potential of recovery for
10 individuals renders separate adjudication impracticable. Thus, class action treatment provides optimal
11 resolution of all the Class Members’ claims in a manner most efficient and economical for both the parties
12 and the judicial system.

13 **COMMON FACTUAL ALLEGATIONS**

14 **A. The LAUSD and UTLA Enter into the 2019-2022 CBA.**

15 41. In early 2019, the LAUSD entered into a collective bargaining agreement with UTLA
16 (hereinafter the “CBA”). UTLA represents more than 33,000 teachers and health & human services
17 professionals in district and affiliated charter schools within LAUSD. The CBA outlines the requirements
18 that UTLA members must abide by to receive salaries and benefits from the LAUSD. The CBA is set to
19 expire in 2022.

20 42. Most notably, the CBA requires that full-time teachers work *at least* eight hours per day,
21 five days a week. The CBA also requires that the teachers spend six of these eight hours in person at their
22 assigned school or center, the remaining two hours are self-directed and can be completed either at their
23 assigned school or center or at home.¹ The CBA states, “the varying nature of professional duties does
24 not lend itself to a total maximum daily work time of definite or uniform length.”²

25 43. The CBA also requires that teachers attend training sessions to increase the professional
26 development and the efficacy of these teachers. The CBA makes clear that “[r]egular professional

27 ¹ 2019-2022 Agreement: Los Angeles Unified School District and United Teachers Los Angeles, art. IV., §§ 3.0,
28 https://www.utla.net/sites/default/files/2019-2022_utla-laUSD_collective_bargaining_agreement.pdf.

² *Id.* art. IV, § 1.0.

1 development and training is *essential* to the competence and overall effectiveness of all teachers and
2 support personnel, no matter how experienced they may be.”³ Elementary school teachers must
3 participate in 1560 yearly minutes (26 hours) of professional development training and high school and
4 middle school teachers must participate in 1260 yearly minutes (21 hours).⁴

5 44. Further, the CBA requires that all teacher employees be evaluated. The CBA emphasizes
6 that evaluations “encourage a career long growth model of educator development and support, . . . provide
7 assistance and remediation to employees whose performance is less than satisfactory, and continue to
8 improve the quality of educational services provided by employees.”⁵ These evaluations must be
9 conducted every year for probationary or qualifying employees and every other year for permanent
10 employees.⁶

11 45. Finally, CBA puts strict, but necessary, requirements on substitute teachers. Substitute
12 teachers must be available to work a minimum number of days per week, this number is prescribed by the
13 LAUSD. Substitute teachers “who are continuously assigned to the same location for an extended period
14 (more than 20 consecutive working days) shall be evaluated not less than once each semester by the site
15 administrator at the end of the assignment.” And if a substitute teacher receives a less than satisfactory
16 performance review, that teacher will be prevented from getting a probationary contract with the LAUSD.⁷

17 46. Even with all the above requirements in place, before the COVID-19 pandemic forced the
18 LAUSD to transition to remote learning in the spring of 2020, most students within the LAUSD were not
19 learning at the appropriate grade levels. Indeed, in 2019, only 43.9% of the LAUSD’s students met the
20 English Language Arts standards, and only 33.5% met the Math standards for their grade level.
21 Additionally, the disparity among races is particularly troubling. Only 32.09% of Black students and
22 38.7% of Latino students met English Language Arts standards, compared to 68.12% of White students
23 and 76.34% of Asian students who met the standards. And only 20.18% of Black students and 27.47% of
24

25
26 _____
³ *Id.* art. IX-B, § 1.0. All emphasis added throughout except where otherwise noted.

27 ⁴ *Id.* art. IX-B, §§ 1.0–2.0.

28 ⁵ *Id.* art. X, § 1.0.

⁶ *Id.* art. I, §§ 1.0, 3.0.

⁷ *Id.* art. X, § 8.0.

1 Latino students met the Math standards, whereas 59.24% of White students and 72.5% Asian students met
2 the standards.⁸

3 **B. The LAUSD Shuts Down After the Rise of COVID-19 in Spring 2020.**

4 47. On March 4, 2020, California Governor Gavin Newsom declared a state-wide state of
5 emergency in response to the COVID-19 pandemic.⁹ Los Angeles Mayor, Eric Garcetti, followed the
6 Governor’s lead and declared a state of local emergency within the County of Los Angeles.¹⁰

7 48. On March 13, the LAUSD announced that it would be physically shutting down all the
8 schools in its district, starting on March 16, for two weeks in response to the COVID-19 pandemic.¹¹ The
9 LAUSD’s announcement noted that “[w]hile our school facilities will be closed, plans are in place for
10 students to continue to learn during this time.”¹² The letter also promised that “students will have a plan
11 which they will take home with them . . . and additional support will be provided to assist students as they
12 transition to a different way of learning.”¹³ The letter did not outline how remote learning would look and
13 made clear that it could be different for each student: “For some students [remote learning] will be
14 continuing the lesson plan and instruction they have already been working on with their classroom teacher.
15 For others it will be engaging with the curriculum and lessons, which we and PBS SoCal will be providing.
16 And for some, it will be a combination of the two.”¹⁴

17 49. Unfortunately, the LAUSD’s response in the spring of 2020 to the pandemic caused
18 enormous learning losses and deprived tens of thousands of Black and Latino students the constitutionally
19 required basic education. Before the pandemic, the LAUSD’s failing in person educational system
20 resulted in less than one in four of these students performing at grade level in English or Math when the
21

22 ⁸ English Language Arts/Literacy and Mathematics: Smarter Balanced Summative Assessments: Test Results at a Glance,
CAL. ASSESSMENT OF STUDENT PERFORMANCE & PROGRESS, [https://caaspp-
23 elpac.cde.ca.gov/caaspp/DashViewReport?ps=true&lstTestYear=2019&lstTestType=B&lstGroup=1&lstSubGroup=1&lstGr
24 ade=13&lstSchoolType=A&lstCounty=19&lstDistrict=64733-000&lstSchool=0000000](https://caaspp-elpac.cde.ca.gov/caaspp/DashViewReport?ps=true&lstTestYear=2019&lstTestType=B&lstGroup=1&lstSubGroup=1&lstGrade=13&lstSchoolType=A&lstCounty=19&lstDistrict=64733-000&lstSchool=0000000).

25 ⁹ Exec. Dep’t, State of Cal., Proclamation of a State of Emergency (Mar. 4, 2020), [https://www.gov.ca.gov/wp-
26 content/uploads/2020/03/3.4.20-Coronavirus-SOE-Proclamation.pdf](https://www.gov.ca.gov/wp-content/uploads/2020/03/3.4.20-Coronavirus-SOE-Proclamation.pdf).

27 ¹⁰ Declaration of Local Emergency, LOS ANGELES CITY CLERK (Mar. 4, 2020), [http://clkrep.lacity.org/onlinedocs/2020/20-
28 0291_reso_03-04-2020.pdf](http://clkrep.lacity.org/onlinedocs/2020/20-0291_reso_03-04-2020.pdf).

¹¹ Letter from Superintendent Austin Beutner to Los Angeles Unified School Community (Mar. 13, 2020)
[https://mcusercontent.com/e51f39a03d845e2cafae71eff/files/20978e44-e9d7-46c4-b01e-
3af4da11c08f/To_the_Los_Angeles_Unified_School_Community.pdf](https://mcusercontent.com/e51f39a03d845e2cafae71eff/files/20978e44-e9d7-46c4-b01e-3af4da11c08f/To_the_Los_Angeles_Unified_School_Community.pdf).

¹² *Id.*

¹³ *Id.*

¹⁴ *Id.*

1 LAUSD had six hours of in person instructions per day. Then the pandemic hit. After less than two
2 weeks, it was clear that the potential educational crisis had become a real crisis.

3 50. At the end of these two weeks, even though students were supposed to be receiving
4 education remotely, the LAUSD reported that “[a]bout **15,000** . . . high school students are absent online
5 and have failed to do any school work,” while “more than **40,000** have not been in daily contact with their
6 teachers.”¹⁵

7 **C. The LAUSD and UTLA Pass an Inadequate Distance Learning Plan, Leading to**
8 **Many Students Not Receiving an Education for Three Months.**

9 51. The LAUSD made little effort to rectify the alarming absences reported on March 30, 2020.
10 Shortly after the LAUSD decided to close its schools, it began negotiating with UTLA to modify their
11 CBA to address the new reality in the state. On April 8, LAUSD and UTLA entered into the April Side
12 Letter that modified many requirements in the CBA that are critical to providing students with the
13 education equality guaranteed by the California Constitution.

14 52. The April Side Letter created an education crisis in the midst of an ongoing public health
15 crisis. The April Side Letter had the following problematic conditions:

- 16 a. Teacher were not required to provide students with **any** live video instruction or online
17 instruction, which are the only methods that approximate the elements of a basic education.
18 The other methods described in the Side Letter—distribution of printed instructional
19 materials and phone calls, e-mails, or text reminder applications—on their own do not
20 provide an education. Accordingly, this left many students without access to a basic
21 education;
- 22 b. Teachers were not required to assess student learning;
- 23 c. Teachers were not required to spend more than one hour per week planning, collaborating,
24 or attending professional development meetings;
- 25 d. Teachers were not evaluated in any way or monitored; and

26
27 ¹⁵ Howard Blume & Sonali Kohli, *15,000 L.A. High School Students are AWOL Online, 40,000 Fail to Check in Daily Amid*
28 *Coronavirus Closures*, L.A. TIMES (March 30, 2020), <https://www.latimes.com/california/story/2020-03-30/coronavirus-los-angeles-schools-15000-high-school-students-absent>.

1 e. Teachers' workdays were cut in half, i.e., the eight-hour workday became a four-hour
2 workday. This four-hour requirement included any time teachers spent on student support,
3 office hours, meetings, and planning. Teachers received the same salary when working the
4 four-hour day that they did when working the previously mandated eight-hour day.¹⁶

5 53. Incredibly, the LAUSD's response to the COVID-19 crisis was to cut teacher work in half
6 and remove any requirement for video or interactive instruction. Rather than guaranteeing basic
7 educational equality, the April Side Letter set in motion the unconstitutional deprivation of education for
8 hundreds of thousands of students throughout the LAUSD, particularly among the most vulnerable
9 populations, including low-income and minority students.

10 54. The LAUSD's prohibition on assessing students was detrimental to students' progress.
11 These assessments are critical to assess learning deficits. Assessing these deficits is important within the
12 LAUSD because many of the district's schools provide an insufficient education and have students that
13 are not meeting their grade level requirements. This assessment is even more important now that the vast
14 majority of students are entering the fall semester with no records of the progress, or lack of progress, they
15 made during the remote spring semester that deprived students of an adequate education.

16 55. As the LAUSD's own publicly released analysis shows, the Schoology platform—the
17 LAUSD's primary online engagement platform for these students—actively engaged only 60% of
18 secondary students each day during the nine weeks between school facilities closures and May 22, 2020.¹⁷
19 Because only 60% of students participated in online learning and live video conferencing, the April Side
20 Letter left many students without access to an education. Most, if not all, of the other 40% of the LAUSD's
21 students were absent from classes. The majority of Black and Latino secondary students only participated
22 once or twice per week or not at all.¹⁸ Research shows that absenteeism and chronic absenteeism are
23 associated with long-term reading difficulties, lower levels of proficiency in Math and English, increased
24

25 _____
26 ¹⁶ Sideletter Agreement Between the Los Angeles Unified School District and United Teachers Los Angeles (Apr. 8, 2020),
https://www.utla.net/sites/default/files/utla-laUSD_sideletter_for_covid-19_impact_effects_-_final_all_signatures.pdf.

27 ¹⁷ MEGAN BESECKER ET AL., INDEP. ANALYSIS UNIT, L.A. UNIFIED SCH. DIST., STUDENT ENGAGEMENT ONLINE DURING
28 SCHOOL FACILITIES CLOSURES: AN ANALYSIS OF L.A. UNIFIED STUDENTS' SCHOLOGY ACTIVITY FROM MARCH 16 TO MAY
22, 2020 5 (July 2020), <http://laschoolboard.org/sites/default/files/IAU%20Report%202020%200707%20-%20Student%20Engagement%20Online%20During%20Closures.pdf>.

¹⁸ *Id.* at 13, 16.

1 likelihood of dropping out, and delays in on-time graduation. Poor attendance also contributes to widening
2 the achievement gap for low-income students and students of color.¹⁹

3 56. The LAUSD was educating less than one in four Black and Latino students at grade level
4 before its disastrous spring 2020 remote program. The LAUSD then reduced teacher hours by half, and
5 essentially eliminated the requirement for interactive instruction. Then, the LAUSD stood by when its
6 anemic program resulted in 40% of students being absent. Students who miss more than 10 days of school
7 are 36% more likely to drop out. The LAUSD has very likely already lost thousands, if not tens of
8 thousands, of Black and Latino students it failed to educate at grade level, who then were part of the 40%
9 of the LAUSD student population who did not fully engage in the LAUSD’s spring 2020 remote program.
10 The LAUSD needs intensive, focused intervention to salvage the education of these students who the
11 LAUSD knows are behind grade level, did not participate in the LAUSD’s failed spring 2020 remote
12 program, and may have dropped out of school. Studies show that 70% of these student dropouts will
13 never return, and of those that return, only a small fraction will end up graduating from an LAUSD high
14 school.²⁰

15 57. The profound harm caused to the students, their families, and the city of Los Angeles from
16 the LAUSD’s chronic underperformance, which was exacerbated by the LAUSD’s failed spring 2020
17 remote learning program, is hard to overstate. Students who drop out of high school experience a “greater
18 likelihood of arrest and incarceration, greater reliance on public medical services, increased rates of
19 substance abuse, depressed wages from under and unemployment, and greater reliance on cash assistance
20 welfare programs.” And given the LAUSD’s disastrous spring 2020 remote learning program, the
21 LAUSD’s failure to educate Black and Latino students at grade level before the pandemic has almost
22 certainly gotten worse.

23 58. The financial costs to the state of California due to the LAUSD’s failure to educate Black
24 and Latino students, as well as the LAUSD’s failure to graduate these students is steep. One study

25 ¹⁹ ALAN GINSBURG ET AL., ABSENCES ADD UP: HOW SCHOOL ATTENDANCE INFLUENCES STUDENT SUCCESS 3–6, (Aug.
26 2014), https://www.attendanceworks.org/wp-content/uploads/2017/05/Absences-Add-Up_September-3rd-2014.pdf; Applied
27 Survey Research, Attendance in Early Elementary Grades: Associations with Student Characteristics, School Readiness, and
28 Third Grade Outcomes 8–19 (July 2011), <https://www.attendanceworks.org/wp-content/uploads/2017/06/ASR-Mini-Report-Attendance-Readiness-and-Third-Grade-Outcomes-7-8-11.pdf>.

²⁰ BETHANN BERLINER ET AL., INST. OF EDUC. SCIS., U.S. DEP’T OF EDUC., REENROLLMENT OF HIGH SCHOOL DROPOUTS IN A
LARGE, URBAN SCHOOL DISTRICT 4–12 (2008), https://ies.ed.gov/ncee/edlabs/regions/west/pdf/REL_2008056.pdf.

1 estimates that the state incurs \$580,000 in social costs and up to \$175,000 in lost tax per student drop
2 out.²¹

3 59. The LAUSD’s failed spring 2020 remote learning program has already negatively affected
4 many students’ long-term economic outcomes. Researchers estimate that the average primary and
5 secondary school student in the United States could lose \$61,000 to \$82,000 in lifetime earnings, or the
6 equivalent of a year of full-time work, solely because of COVID-19–related learning losses. These
7 financial impacts will be worse for students from disadvantaged backgrounds, who are disproportionately
8 Black and Latino. Further, multiple studies have linked greater educational attainment to improved health,
9 reduced crime and incarceration levels, and increased political participation.²² Again, the deprivation of
10 education will disproportionately disadvantage Black and Latino students.

11 60. The disproportionate impact on the Black and Latino communities of the LAUSD’s failure
12 to engage students is not just theoretical. The LAUSD’s own students show significant disparities in
13 participation, with low-income students and Black and Latino students participating between 10 and 20%
14 lower than White and Asian peers. By the ninth week of instruction, only 6 out of 10 Black and Latino
15 students in middle school participated at least once that week, compared to over 8 out of 10 of their peers
16 (White, Asian, Filipino, and multiracial). The majority of Black and Latino secondary students
17 participated only once or twice per week or not at all.²³

18 61. Although the LAUSD publicly committed to providing all of its students free devices and
19 Wi-Fi connections to ensure that all students would be able to participate in distance learning, they did
20 not. Many parents of low-income and minority students, including some of the Plaintiffs, did not receive
21 promised electronic devices from the LAUSD or received nonfunctional equipment. Plaintiff Ms.
22 Hooper’s son received two nonfunctional laptops from his school and the third laptop crashed every time
23 he opened Zoom. Plaintiff Mr. Heard’s children’s devices could not connect to home internet. And many
24
25

26 ²¹ CLIVE R. BELFIELD, CTR. FOR BENEFIT-COST STUDIES IN EDUC., THE COSTS OF HIGH SCHOOL FAILURE AND SCHOOL
27 SUSPENSIONS FOR THE STATE OF CALIFORNIA 2 (2014), https://www.civilrightsproject.ucla.edu/resources/projects/center-for-civil-rights-remedies/school-to-prison-folder/summary-reports/the-costs-of-high-school-failure-and-school-suspensions-for-the-state-of-california/111816_CA_Belfield_CCRR_final-combined.pdf.

28 ²² *Id.*

²³ MEGAN BESECKER ET AL., *supra* note 17, at 13, 16.

1 devices did not have internet access and therefore could not be used to participate in online learning,
2 despite the LAUSD’s representation that all students would be provided with a free Wi-Fi connection.

3 62. The LAUSD’s failure to provide working devices to all students is particularly harmful for
4 low-income and minority students. Members of these communities often lack access to computers and
5 internet, making it more difficult to access remote learning programs.²⁴ Defendant Beutner himself
6 acknowledged this “digital divide” and noted that “the coronavirus shutdown has laid bare [this divide] in
7 a particularly stark way.”²⁵ These differences in access to home computers, the internet, and other
8 technology “translate directly into greater learning loss,” which “exacerbate[s] existing achievement
9 gaps.”²⁶ And these negative effects are “likely to cause social and emotional disruption by increasing
10 social isolation,” thereby extending beyond academic-achievement harms.²⁷

11 63. Students with special needs and English Learners were also severely harmed by the April
12 Side Letter. First, less than half of all English learners participated each week, which is 20% lower than
13 their English-proficient peers. The April Side Letter offered no explanation of how it would provide state-
14 mandated integrated and designated English Language Development (“ELD”) for English learners.
15 Furthermore, the lack of guidelines for daily live instruction raises an equity concern for English learners
16 because their access becomes dependent on implementation by their teacher or school. English learners
17 advance their linguistic development through regular conversations with peers and teachers. Oral
18 language development is foundational for their success in school.²⁸

19 64. Second, only about half of students with disabilities participated each week, which is about
20 15% lower than students without disabilities. The April Side Letter’s lack of instructional requirements
21 meant that students with disabilities did not receive many accommodations that they rely on to access
22 education, and whose implementation is mandated in their individualized education plans (“IEP”). These

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24 ²⁴ Robert Farlie, *Race and the Digital Divide* (Univ. of Cal., Santa Cruz Dep’t of Econ. Working Paper, 2014),
<https://escholarship.org/uc/item/48h8h99w>.

25 ²⁵ Kyle Stokes, *A ‘Great Big Digital Divide’ Is Hampering LA Schools Efforts to Teach Remotely*, LAIST (Mar. 27, 2020),
<https://laist.com/2020/03/27/los-angeles-schools-distance-learning-coronavirus-pandemic.php>.

26 ²⁶ Emma Dorn et al., *COVID-19 and Student Learning in the United States: The Hurt Could Last a Lifetime*, MCKINSEY
(June 1, 2020).

27 ²⁷ *Id.*

28 ²⁸ Californians Together, *School Closure and English Learners: A review of COVID-19 Operations Written Reports* (2020),
https://m.box.com/shared_item/https%3A%2F%2Fcalifornianstogether.app.box.com%2Fs%2Fbktwfcbv8kj4bqqjn3gdflpcumau18um.

1 critical accommodations include presentation accommodations that rely on auditory and visually
2 differentiated instructions, including oral instructions, prompting, designated note taking, scribing, and
3 recorded lessons.

4 65. Additionally, many students did not receive accommodations that could be performed
5 easily via distance learning, including teaching in small group settings, teaching with visuals, re-teaching
6 and repetition of materials, modeling by a teacher, and student practice guided by a teacher. By limiting
7 the crucial interactions between students and educators, this side letter not only failed to protect these
8 accommodations, but it also removed key support and resources without providing for any other services
9 to accommodate for the lack of support.

10 66. Several studies already detail the severe learning loss that the LAUSD students will suffer
11 because of inadequate distance learning programs. For example, one study estimates that these students
12 likely would achieve only “63–68% of the learning gains in reading relative to a typical school year,” and
13 only “37–50% of the learning gains in math.”²⁹

14 67. Plaintiffs’ children have suffered severe learning loss, leaving them ill equipped to start the
15 next grade this fall. Plaintiffs’ children who were in honors or gifted programs before the pandemic have
16 even experienced the learning loss. For example, Plaintiff Judith Larson’s daughter went from an honors-
17 level student to being unprepared for seventh grade, all due to the instruction that the LAUSD failed to
18 provide during the spring semester.

19 68. The LAUSD’s April Side Letter was widely criticized by the media and the public. Parents
20 of the most vulnerable students, including Plaintiffs, saw their children’s distance learning for what it was:
21 no education at all. Some students, like Plaintiff Ms. Martinez’s daughter, were unable to access *any* of
22 their spring classes. In response, Plaintiffs began to organize and to brainstorm ideas for an improved
23 distance learning plan that would ensure that their children received an education that was at least
24 equivalent to what they were getting pre-pandemic.

25 69. On June 23, 2020, Communities for Los Angeles Student Success (CLASS) Coalition sent
26 a letter to Defendant Beutner and the LAUSD’s Board of Education that requested a public Board of
27

28 ²⁹ Kuhfeld et al., *Projecting the Potential Impacts of COVID-19 School Closures on Academic Achievement* 2–3 (Brown Univ. Ed. Working Paper No. 20-226, 2020), <https://www.edworkingpapers.com/ai20-226>.

1 Education meeting in July to address concerns about equity in distance learning. Additionally, two
2 organizations, Parent Revolution and Innovate Public Schools, worked with Plaintiffs and other parents
3 of vulnerable children during March, April, and May. Together, the parents and organizations drafted a
4 list of demands for the LAUSD's fall distance learning plan.

5 70. These demands were based on parents' disastrous experiences in the spring of 2020. The
6 organizations and parents demanded that: (a) the LAUSD make commitments to their children by
7 providing them with the necessary technology, access to their teachers, and access to their peers; (b) the
8 LAUSD engage parents by providing them with resources to support their children's at home learning; (c)
9 the LAUSD be transparent and allow for parent voices to be heard; and (d) the LAUSD provide an
10 equitable education for all of its students. On June 29, 2020, these demands were sent to Defendant
11 Beutner and his staff, as well as the entire LAUSD Board of Education and their staffs. Neither Defendant
12 Beutner nor his staff responded to or acknowledged these demands. Additionally, 5 of the 7 LAUSD
13 Board of Education members and their staff (Board President Richard Vladovic, Board Vice President
14 Jackie Goldberg, George McKenna, Scott Schmerelson, and Kelly Gonez) failed to respond to or
15 acknowledge the demands.

16 71. The next day, June 30, parents, including Plaintiffs, held a car rally outside of the LAUSD's
17 headquarters in downtown Los Angeles to elevate these demands. These parents also provided public
18 comments and shared these demands at the virtual LAUSD Board of Education meeting later that day.
19 And these parents took these demands to social media, tagging Defendant Beutner and the LAUSD Board
20 of Education members.

21 72. Nevertheless, the LAUSD Board of Education did not pass or discuss any policies related
22 to distance learning in open session when they met in June or at their annual board meeting on July 7,
23 2020. At this annual meeting, the Board of Education adopted a board meeting calendar that would leave
24 only one meeting—an August 11, 2020 meeting scheduled one week before the start of school—for the
25 Board to introduce and pass policy related to distance learning in the fall.

26 73. Plaintiffs and other LAUSD parents were alarmed that the Board was not planning on
27 meeting again before August 11 and demanded that the Board reconvene in July to introduce, debate, and
28

1 vote on a plan for distance learning in the fall. These parents also requested that the Board allow for
2 public comment. The Board did not respond or reconvene.

3 74. When the LAUSD announced on July 13, 2020 that schools would remain closed this fall,
4 it not only failed to respond to these parent demands, but it also proposed nothing new. Since the April
5 Side Letter, the LAUSD had five months to draft and propose a constitutionally sufficient distance learning
6 plan. It did not. The LAUSD also failed to use the months between the end of the spring 2020 semester
7 and the start of the fall 2020 semester to train all of its teachers on how to teach effectively in a remote
8 environment.

9 75. On July 17, 2020, 26 community organizations sent a letter to Defendant Beutner, the
10 Board of Education, and their staffs that demanded the Board reconvene in July to hold a meeting focused
11 on distance learning where they would introduce, debate, allow for public comment, and vote on a distance
12 learning plan for the fall. These 26 organizations requested that the Board pass a distance learning plan
13 that (a) establishes minimum standards for instruction for all students, backed by research-based, best
14 practice considerations; (b) provides live daily instructional minutes sufficient to achieve learning goals;
15 (c) sets a policy on how students can access teachers regarding their academic and social-emotional needs;
16 and (d) requires high-quality professional development and collaboration so that educators can meet the
17 standards of instruction. Neither Defendant Beutner, the LAUSD Board of Education, nor their staffs
18 immediately replied to this letter. Further, the Board of Education did not hold any hearings. On July 30,
19 Defendant Beutner's Chief of Staff said that the Board would not be meeting until August.

20 **D. California Responds to the Spring Distance Learning Disaster with SB 98.**

21 76. While the LAUSD ignored the public's concerns after a disastrous attempt at remote
22 learning in the spring, the State of California heard them. On June 29, 2020, Governor Gavin Newsom
23 signed SB 98 into law. SB 98 outlines the requirements by which California public school districts must
24 abide if the district decides to educate its students via distance learning, instead of in person. California
25 made this decision after seeing that its guidance and recommendations in the spring were insufficient to
26 ensure that school districts were providing students with an equitable and adequate education. For
27 example, because the LAUSD kept poor attendance records and did not provide adequate technological
28

1 resources, many children fell through the cracks.³⁰ Plaintiff Ms. Martinez’s daughter did not attend remote
2 school because she did not receive login information. The school district never contacted the family
3 regarding her daughter’s absences. Plaintiff Mr. Ronnie Heard’s sons frequently skipped class during
4 remote learning but Mr. Heard was never informed of these absences.

5 77. SB 98 requires California school districts to:

- 6 a. Confirm that students have access or provide access for all students to connectivity and
7 devices “adequate to participate in the educational program and complete assigned work.”
8 Cal. Educ. Code § 43503(b)(1).
- 9 b. Provide an education that is “aligned to grade level standards that is provided at a level of
10 quality and intellectual challenge substantially equivalent to in-person instruction.” Cal.
11 Educ. Code § 43503(b)(2).
- 12 c. Provide “[a]cademic and other supports designed to address the needs of pupils who are
13 not performing at grade level, or need support in other areas, such as English learners,
14 pupils with exceptional needs, pupils in foster care or experiencing homelessness, and
15 pupils requiring mental health supports.” Cal. Educ. Code § 43503(b)(3).
- 16 d. Provide students with an individualized education program (“IEP”) to provide the special
17 education, related services and any other services set forth in the students’ IEPs. Cal. Educ.
18 Code § 43503(b)(4).
- 19 e. Provide “[d]esignated and integrated instruction in English language development . . . ,
20 including . . . support to access curriculum.” Cal. Educ. Code § 43503(b)(5).
- 21 f. Provide “[d]aily live interaction with certificated employees and peers for purposes of
22 instruction, progress monitoring, and maintaining school connectedness.” This interaction
23 can be done via the internet, telephone, or by other means permissible under public health
24 orders. The subsection does allow for “an alternative plan for frequent live interaction that
25 provides a comparable level of service and school connectedness” if daily instruction is not
26 feasible. *See* Cal. Educ. Code § 43503(b)(6).

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28 ³⁰ *See, e.g.,* Roxana Kopetman, *California Approves Budget and Holds Schools Accountable*, OC REGISTER (July 6, 2020),
available at <https://www.governing.com/finance/California-Approves-Budget-and-Holds-Schools-Accountable.html>.

1 78. The LAUSD’s fall distance learning plan falls well short of these requirements.

2 **E. The LAUSD and UTLA Enter into the August Side Letter Agreement That**
3 **Continues to Fall Short and Fails to Rectify Plaintiffs’ Harms.**

4 79. By July 29, 2020—one month after California took action by enacting SB 98—the LAUSD
5 still had not reached a new agreement with UTLA. Worried that the April Side Letter would govern their
6 children’s fall semester—which would further exacerbate their children’s harms—Plaintiffs sent a demand
7 letter to Defendant Beutner. This demand letter outlined the April Side Letter’s deficiencies and its
8 consequences. This letter pointed out that it was preposterous that the LAUSD, in the face of a potential
9 educational crisis, would continue to abide by the prior side letter agreement that cut teacher workdays by
10 50%, failed to require live instruction, banned student assessments, and limited teacher planning,
11 collaboration, and professional development. It defied logic that the LAUSD would so recklessly abandon
12 its obligations to students. The letter also requested that the LAUSD address children’s existing harms
13 and make efforts to remediate the impact of those harms in any new agreement, as well as set forth a new
14 agreement that ensures all students receive their constitutionally guaranteed right to an education going
15 forward. Plaintiffs never received a response from the LAUSD or Defendant Beutner.

16 80. On August 3, the LAUSD and UTLA proposed a new tentative agreement the August Side
17 Letter. This agreement makes minor improvements to the existing April Side Letter, but does nothing to
18 remedy the LAUSD’s continuing failure to provide LAUSD students with a constitutional and equal
19 education. The August Side Letter does nothing to remedy the LAUSD’s horrific remote learning
20 program. The August Side Letter continues to reduce teacher work days, fails to require the necessary
21 teacher training and student assessments, and does nothing to try to intervene or save the 40% of the
22 LAUSD students who did not fully engage in the LAUSD’s failed spring 2020 remote learning program.

23 81. Later that day, Plaintiffs sent Defendant Beutner another letter addressing the inadequacies
24 that still existed in the tentative agreement. Defendants Beutner and the LAUSD failed to respond to the
25 new letter, and on August 11, 2020, Defendant Beutner brought the agreement to the LAUSD Board of
26 Education for a vote. Additionally, Defendant Beutner and the Board of Education had yet to respond
27 substantively to any of the community organizations’ letters, and they did not hold any public hearings on
28 fall plans for remote learning. Plaintiffs sent another letter before the vote that expanded upon their

1 explanation of the many inadequacies in the agreement and urged Defendant Beutner to address the
2 inadequacies before implementing this new agreement. Again, Defendant Beutner and the LAUSD
3 ignored Plaintiffs' letter. The August 3 tentative agreement ultimately received sufficient support from
4 the LAUSD Board of Education and UTLA's membership and went into effect on August 14, 2020.

5 82. The August Side Letter is inadequate in several different ways.

6 ***The August Side Letter Provides Barely Two Days of Supervised Instruction Per Week***

7 83. The August Side Letter allows students to be taught via "synchronous" and "asynchronous"
8 instruction. Synchronous learning happens when teachers and students are engaged in learning at the
9 same time, involving real-time interaction between teachers and students. The August Side Letter defines
10 "synchronous instruction" as "a student or a group of students engaged in learning at the same time using
11 technology that allows for the teacher and student to connect in real-time to deliver": (a) "Timely
12 actionable feedback to students"; "Direct instruction to students through video conferencing"; (c)
13 "Teacher guided peer-to-peer learning"; and (d) "Whole or small-group instruction." There is no guidance
14 on how much time teachers must devote to each of the different types of synchronous instruction.

15 84. The August Side Letter defines "asynchronous instruction" to include learning that is not
16 interactive at all, such as (1) "Learning done on students' own time or schedule"; (2) "Students work
17 independently"; (3) "Self-guided instructional modules"; (4) "Pre-recorded lessons"; and (5) "Discussion,
18 emails or chats that aren't happening in real time." The choice of which asynchronous method to use is
19 discretionary.

20 85. Under the August Side Letter, students will not receive sufficient synchronous learning
21 time. The maximum guaranteed synchronous learning time for students is 780 minutes (13 hours) per
22 week with a seven-period secondary school schedule. This schedule provides students with only 100
23 minutes (1 hour and 40 minutes) on Mondays and 170 minutes (2 hours and 50 minutes) on Tuesdays
24 through Fridays. Before the pandemic, high school students received 377 minutes (6 hours and 17
25 minutes) of daily instruction. In other words, now students are guaranteed at most to receive 13 hours per
26 week of instruction that is in any way supervised by a teacher, a loss of **18.5 hours** from the 31.5 hours of
27 weekly instruction provided pre-pandemic. The other three secondary school schedules (6 periods, 8
28 periods, and 4x4) provide students with 90–100 minutes (1 hour and 30 – 1 hour and 40 minutes) of

1 synchronous instruction on Mondays and 150 minutes (2 hours and 30 minutes) of synchronous instruction
2 on Tuesdays through Fridays.

3 86. Elementary school students receive even less synchronous instruction. Kindergarten
4 students receive 60 minutes of synchronous instruction on Mondays and 90 minutes of synchronous
5 instruction on Tuesdays through Fridays. Students in first through fifth grades receive 90 minutes of
6 synchronous instruction on Mondays and between 110–120 minutes (1 hour and 50 minutes – 2 hours) of
7 synchronous instruction on Tuesdays through Fridays. If students receive the maximum amount of
8 synchronous instruction, this is a loss of **19.5 hours** of weekly instructional time for kindergarteners and
9 **17 hours** of weekly instruction for first through fifth graders.

10 87. To summarize, every LAUSD student loses significant synchronous instructional minutes
11 under the August Side Letter per week:

Grade Level	BEFORE PANDEMIC	UNDER CURRENT AUGUST SIDE LETTER	Loss of synchronous instructional time per week
Kindergarten	26.5 hours	7 hours	19.5 hours
Elementary School	26.5 hours	9.5 hours	17 hours
Middle School	31.5 hours	13 hours	18.5 hours
High School	31.5 hours	13 hours	18.5 hours

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18 88. In other words, under the August Side Letter, LAUSD students will be expected to spend
19 the bulk of their time learning on their own, with no teacher supervision. Even for the most mature,
20 studious high school students, that is an unrealistic expectation. It is nothing short of absurd for middle
21 school and elementary students.

22 ***The August Side Letter Primarily Expects Students to Educate Themselves***

23 89. Because the August Side Letter does not mandate that teachers balance the instructional
24 methods that they use, there is nothing in the August Side Letter that prevents teachers from choosing a
25 less supportive and poorly defined method, like “[s]tudents work independently,” as the only
26 asynchronous learning method that they will use. And this is true even if a different method or different
27 balance of methods would be more appropriate for the course or for students’ learning needs.
28

1 90. Research shows that distance learning is most effective when students are provided with
2 opportunities to engage and interact with their teachers and peers. As such, frequent and meaningful
3 synchronous instruction is critical. Online courses with little high-quality interaction contributes to gaps
4 in educational achievement across socioeconomic groups. Students with more experience using
5 technology, strong academic backgrounds, and self-directed learning skills tend to do better in learning
6 environments that are entirely online.³¹ Accordingly, to ensure that more vulnerable groups—like
7 Plaintiffs’ children—are receiving an equivalent education, asynchronous instructional methods must be
8 paired with synchronous activities that allow students to engage deeply and meaningfully with the content,
9 their teachers and each other. An analysis of distance education research finds that students do better in
10 distance learning when asynchronous activities that allow students to engage with the content critically
11 and meaningfully are paired with high quality synchronous activities (teacher-to-student interactions and
12 student-to-student interactions).³² The August Side Letter does not ensure that Plaintiffs’ children will
13 receive the necessary interactions with teachers and peers.

14 91. Indeed, Plaintiffs’ children have spent the majority of the first month of school teaching
15 themselves and receive at least 50% less teacher instructional time than they would have received before
16 the pandemic.

17 92. Plaintiff Ms. Larson received a schedule for her daughter that stated that her daughter
18 would have class every weekday from 9:00 a.m. to 2:15 p.m. with a 30-minute lunch break. But this has
19 not happened. Instead, she has a 90-minute lunch break, and her teachers consistently dismiss class early.
20 Her teachers sometimes dismiss class immediately after taking attendance and asking if the students have
21 completed their homework.

22 93. Plaintiff Ms. Gonzalez’s son only has three one-hour classes per day, and sometimes his
23 teachers do not even provide live instruction for the whole hour. Some of the time, his teachers will turn
24 off their webcams and give students assignments to complete on their own during the scheduled live
25 synchronous learning time, or the teachers just end class early. Occasionally, his teachers will contact
26

27 ³¹ Mary K. Tallent-Runnels et al., *Teaching Courses Online: A Review of the Research* (American Educational Research
Association, March 1, 2006), <https://journals.sagepub.com/doi/10.3102/00346543076001093>.

28 ³² Robert M. Bernard et al., *A Meta-Analysis of Three Types of Interaction Treatments in Distance Education* (Review of
Educational Research, 79, 3, September 1, 2009), <https://journals.sagepub.com/doi/10.3102/0034654309333844>.

1 him before class to say that the last 15, 20, or 30 minutes of their one-hour classes will be set aside for
2 him to work on his own.

3 94. Plaintiff Ms. Shaw's son has received less than an hour of live instruction on at least three
4 days in the first month of school. Ms. Shaw's son spends about four hours learning each day, but half of
5 this time comes from work that Ms. Shaw assigns him herself. Because her son typically can complete
6 his teacher's assignments in two hours or less, Ms. Shaw has looked online for additional work that is
7 appropriate for his grade level. Of the work that his school *has* assigned, the majority are not substantive.
8 For example, he has had simple assignments to create a collage of his family, to take a picture and write
9 a caption for it, or to watch a video and write about the story line.

10 95. Plaintiff Ms. Hooper's son only has live instruction for two hours each day, and Plaintiff
11 Ms. Martinez's daughter receives only 1.5 hours of live instruction: 30 minutes of live instruction in
12 English, math, and a combined class that includes physical education, science, and art.

13 96. Plaintiff Mr. Wroten's children receive instruction from around three hours a day, despite
14 the fact that they are scheduled to receive four or five hours of instruction each day. Similarly, Plaintiff
15 Mr. Gastelum's daughter receives only three hours of live instruction a day.

16 97. This lack of synchronous instruction, and reliance on independent study, fails to abide by
17 SB 98's requirements that students receive an education that is aligned to grade level standards and
18 provides a level of quality and intellectual challenge that is substantially equivalent to what students would
19 have received in person and that students who are not performing at grade level or need support in other
20 areas—like English Learners, students with disabilities, students in foster care, students experiencing
21 homelessness, and students with mental health needs—receive academic and other supports designed to
22 meet their needs. Students are receiving at least 17 hours less interactive instruction time a week (a more
23 than 50% decrease) than they were receiving before the pandemic. It is hard to believe that the LAUSD
24 could provide students with an education that is aligned to grade level standards and is substantially
25 equivalent to in person instruction when students are receiving over 50% less live, interactive instructional
26 time, particularly in light of the fact that pre-pandemic many students did not receive an education that
27 enabled them to perform at grade level. Additionally, students who are not performing at grade level or
28 need support in other areas benefit more from interactive, live instruction time than regular students.

1 Therefore, it stands to reason that decreasing instructional time for those students by between 17 and 19.5
2 hours a week would mean that the LAUSD is not providing academic supports designed to address their
3 needs.

4 ***The August Side Letter Drastically Cuts All Instruction Time Relative to the CBA***

5 98. First, teachers' workdays are limited to a maximum of six hours under the August 3, 2020
6 Side Letter, in contrast to the minimum eight hours required under the CBA. This 25% decrease reduces
7 the LAUSD's ability to provide its students with certified teachers that will meet the needs of all its
8 students. This reduction in time is equivalent to 360 hours per teacher over the course of the school year.
9 This will add up to 10,800,000 lost hours across the 30,000 teacher workforce for the 2020-2021 school
10 year. Notably, while their workload decreased substantially, their compensation did not change: teachers
11 still receive the same salary and benefits for working 75% of the time. The LAUSD attempts to address
12 this concern by noting that substitute teachers and other employees, *like bus drivers*, will be able to fill in
13 for the hours that teachers do not work. Indeed, the Service Employees International Union's press release
14 on its agreement with the LAUSD notes: "The agreement includes innovative approaches to address
15 concerns over student participation in online classes by including bus drivers, playground supervisors and
16 other workers who are not typically in the classroom as support staff to assist with virtual classroom
17 supervision."³³ Such staff, however devoted to their jobs and willing to help they may be, are likely not
18 qualified to provide actual educational instruction to make up for the lost hours.

19 99. This cut in teacher time is not just a one-for-one reduction in teaching but it has a ripple
20 effect: (a) it limits teacher's availability for synchronous instruction; (b) it limits teacher's availability for
21 training, planning, or outreach to students and families; (c) it limits teacher's availability to perform
22 targeted academic interventions to address harm caused by the April Side Letter; (d) it increases the use
23 of substitute teachers for instructional time; and (e) it increases the need to schedule IEP meetings during
24 instructional time, which then also would increase the use of substitute teachers needed to cover for the
25 teachers participating in IEP meetings.

26 _____
27 ³³ See Press Release: *As a New School Year Is Set to Begin, LAUSD School Workers Reach Agreement That Expands Support*
28 *for Distance Learning, Contact Tracing Plans*, SEIU99 (Aug. 17, 2020), <https://www.seiu99.org/2020/08/17/as-new-school-year-is-set-to-begin-laUSD-school-workers-reach-agreement-that-expands-support-for-distance-learning-contact-tracing-plans/>.

1 100. Research shows that there is a proportional relationship between teacher instructional time
2 and increased student learning. A large-scale randomized study found that when teachers increased their
3 average instruction time, student achievement increased in reading.³⁴ Several other studies have
4 established a positive, causal link between instruction time and student achievement.³⁵ By reducing
5 teacher time by 25%, and actual class time from 31.5 hours to 13 hours, the new August Side Letter all
6 but guarantees an educational crisis in Los Angeles.

7 101. Plaintiffs' children have suffered this semester because of this cut in teachers' workdays.
8 For example, Plaintiff Ms. Larson's daughter has not learned anything new this semester; all of the
9 material that she has covered in her classes has been review material from last year. Her teachers also
10 often end class early because they do not have other material prepared to teach. Similarly, most of the
11 live instruction that Plaintiff Mr. Gastelum's daughter receives is a review of the previous year, such that
12 his daughter only receives approximately one hour of instruction on new material per class per week.

13 102. Plaintiff Ms. Gonzalez's son's teachers end his live instruction early. And on the days that
14 he does not have live instruction in certain classes, the teachers for those classes might (but do not always)
15 assign homework. Plaintiff Ms. Shaw's son receives only two hours of instruction and assignments each
16 day, and therefore, she has to find additional materials for her son.

17 103. Plaintiff Ms. Hooper's son's education has been low quality. Her son's teacher uses the
18 limited live instruction time to lecture the students, and provides few opportunities for her son to
19 participate actively in his learning. Her son's teacher also has not held any office hours, and has not
20 assigned any homework. As a result, her son only spends two hours per day learning this semester. Ms.
21 Hooper has been forced to enroll her children in a remote Salvation Army program that she cannot afford
22 so that they can receive the academic support they are not receiving from their respective schools.

23 104. Plaintiff Ms. Martinez's daughter has also been unable to ask any questions during class,
24 and has not received any feedback on her progress, and has not received any homework.

27 ³⁴ Simon Calmar Andersen et al., *Increasing Instruction Time in School Does Increase Learning*, 113 PROCS. OF NAT'L
ACAD. OF SCIS. 7481–84 (2016), <https://www.pnas.org/content/pnas/113/27/7481.full.pdf>.

28 ³⁵ See UMUT ÖZEK, AM. INSTS. FOR RSCH./CALDER, *THE EFFECTS OF INSTRUCTION TIME ON STUDENT OUTCOMES 1–3*
(2018), <http://caldercouncil.org/wp-content/uploads/2020/03/CALDER-Policy-Brief-No.-7-0918-1.pdf>.

1 105. Plaintiff Mr. Wroten’s teachers have not held office hours or provided any feedback on
2 assignments. His son—who is supposed to receive gifted instruction—has received no such instruction
3 thus far, and he is uncertain whether this instruction even will occur during remote learning.

4 106. Plaintiff Mr. Heard’s children also have been unable to attend office hours because their
5 teachers do not make themselves available or because they scheduled office hours at times when they were
6 supposed to be teaching other classes. Additionally, most of Mr. Heard’s children are not learning
7 anything new this semester. His sons have not received any assignments or textbooks, and just log into
8 class and listen to their teachers review old material. His seven-year-old daughter has had a similar
9 experience. She has received some assignments, but these assignments cover material she already learned
10 last year. At any rate, her teacher has not graded or provided any feedback on these assignments, and Mr.
11 Heard has not received academic progress updates for any of his other children.

12 107. This lack of classwork and class time likely stems from the teachers’ inability to dedicate
13 enough time in their workdays to prepare for class.

14 108. Additionally, English learners are not receiving the necessary instruction time and support
15 because of this cut in teacher hours. Plaintiff Ms. Gonzalez’s daughter in the ELD program has not
16 received the extra materials, tutoring, and after-class teacher support that she received pre-pandemic.
17 Plaintiff Ms. Solano’s English learner child’s teachers do not make an effort to communicate with and
18 explain assignments to her, and her teachers do not provide after-school support to her when she needs it
19 like they did before the pandemic. English learners must receive integrated ELD instruction. This means
20 that the English learners’ general education teachers must use instructional techniques and strategies that
21 ensure that English learners can understand the curriculum. Ms. Gonzalez’s and Ms. Solano’s children
22 have not received the required integrated ELD instruction. This is likely because her teachers do not have
23 enough time to complete these tasks during their workday. Indeed, ensuring that English learners have
24 the necessary integrated instruction requires training, planning, and collaboration, especially at the high
25 school level, where students have several different teachers. And teachers now do not have sufficient time
26 to do so. Ms. Solano’s child’s teachers also do not provide live office hours, so the only opportunity that
27 her child has to ask questions is with an online message. Her child also receives no feedback in any of
28 her classes except for her ELD class, and therefore she is struggling to learn in all of her other classes.

1 109. Further, students with special needs are not receiving all the services set forth in their IEPs
2 that can be provided remotely. Ensuring that students with IEPs receive their required education during
3 distance learning takes extensive planning, time, staffing, collaboration, and accountability. Since all
4 learning will be taking place in the home, teachers and parents must be the ones working together. This
5 is made significantly more difficult when teachers are working 25% less during the day. Additionally,
6 parents will need specific training to learn how to implement their child’s IEPs when their children’s
7 teachers are unavailable, which parents, like Plaintiff Ms. Hooper, have not received.

8 110. This cut in teacher instructional time violates several requirements set forth in SB 98. First,
9 students will not receive a grade level education that is provided at the level of quality and intellectual
10 challenge substantially equivalent to in person instruction with teachers being forced to work 25% less
11 than they did pre-pandemic. Indeed, Plaintiffs’ children often do not have their fully scheduled classes
12 and they are not learning new material. Additionally, when teachers are working much less, it is
13 impossible for teachers to provide the academic supports to address the needs of students not performing
14 at grade level or who need support in other areas, such as through related services set forth in their IEPs.

15 ***The August Side Letter Provides Inadequate Training So That Teachers Know How to Provide***
16 ***Remote Instruction—and Absolutely No LAUSD Oversight***

17 111. The August Side Letter also fails in that it does nothing to ensure that teachers actually
18 know how to provide adequate remote instruction. Delivering remote instruction through either
19 synchronous or asynchronous instruction is a new practice for almost all the LAUSD teachers. They
20 cannot and should not be expected to know how to provide it without training. Many LAUSD teachers
21 who are deeply committed to educating their students have indicated that they want more training and
22 instruction. Little to none is being provided. Teachers are required to attend only one hour of
23 training/meeting time per week plus two hours of faculty meetings per month. And, for substitute teachers,
24 this training is optional. No permanent teacher will be evaluated (in any capacity), and school
25 administration must give advance notice before observing video or online instruction, effectively
26 guaranteeing that supervisors will never see how a teacher is really teaching.

27 112. As the LAUSD acknowledges, training and evaluations are two critical pieces in ensuring
28 that it employs effective teachers.

1 113. The LAUSD’s failure to ensure that teachers become proficient in remote instruction will
2 result in wide disparities in education. Some teachers, especially teachers from the younger generations,
3 will be more naturally adept at remote teaching. Without the necessary training to get all teachers to the
4 same level with technology, the education students receive is entirely dependent on how good a teacher is
5 at using Zoom, Schoology, and the other online instructional platforms. The LAUSD had many months
6 to train its teachers between the spring semester ended and the fall semester began, but failed to do so.

7 ***The August Side Letter Relies Heavily on Substitute Teachers***

8 114. The August Side Letter establishes an overreliance on substitute teachers. It allows for the
9 discretionary use of substitute teachers. Specifically, school administrators have the discretion to use
10 substitute teachers to provide “break instruction”—a term the August Side Letter does not define—as well
11 as “other student support services,” also not defined. This discretion makes it possible for students to
12 receive a meaningful amount of their daily live instruction from substitute teachers instead of, and not in
13 addition to, their teachers.

14 115. The August Side Letter fails to place limits on how much substitute teacher instruction
15 time each student can receive. It also does not require that substitute teachers be trained or commit to
16 working a regular work schedule, which would help reduce student exposure to instability.

17 116. Data shows that substitute teachers enter the classroom with minimal preparation and can
18 negatively affect student learning. This is heightened when classrooms frequently bring in substitute
19 teachers. Schools with high teacher turnover often end up with a culture of substitute and long-term
20 substitute teachers. Researchers note that a substitute culture can be more damaging to student learning
21 than one year of poor teaching.³⁶

22 117. Therefore, in practice, the LAUSD’s reliance on substitute teachers violates SB 98.
23 Because the August Side Letter allows for the unfettered use of substitute teachers that are more likely to
24 be unprepared, students will not be receiving an education that is aligned to grade level standards and is
25 provided at a level of quality and intellectual challenge substantially equivalent to in person instruction.

26
27
28 ³⁶ Susanna Loeb et al., *How Teaching Conditions Predict Teacher Turnover in California Schools*, 80 PEABODY J. OF EDUC. 44–70 (2005).

1 ***The August Side Letter Fails to Support Family Involvement***

2 118. The August Side Letter does not provide sufficient support for families. It mandates that
3 teachers contact families only to explain when synchronous learning will take place. Teachers do not have
4 to share students' daily participation and progress with the students' families. There is also no mandate
5 that teachers use all or part of the 75 minutes of daily non-instructional teacher work time to contact
6 families or students. Mandating that teachers spend some time communicating with families likely would
7 increase student engagement and educational access.

8 ***The August Side Letter Eliminates Critical Safeguards Against Student Disengagement***

9 119. The August Side Letter prevents the LAUSD from intervening to prevent or fix student
10 disengagement. Given that the April Side Letter did not require attendance or that students receive any
11 type of actual instruction whatsoever, Los Angeles faces a crisis of permanent student disconnection, and
12 dropout rates are likely to increase dramatically. Despite this impending crisis, the LAUSD has set forth
13 a broad and ineffective attendance policy. The LAUSD's policy marks students present for an entire day
14 as long as that student has: (a) logged into one of its online platforms for at as least one minute, (b) one of
15 the student's teachers has received an e-mail, text message, or phone call from the student or parent, or
16 (c) the student turns in assignments on that day. Notably, the LAUSD teachers and principals have
17 expressed concerns over this policy.³⁷

18 120. Allowing students to satisfy a full day of attendance by logging in for one minute or sending
19 one e-mail allows students to be able to miss most of their classes and still be marked present for the day.
20 This eliminates student accountability for students whose parents are likely to work outside of the home
21 due to low-income jobs and because of their age are more likely to be left unsupervised. It also means
22 that the LAUSD will not know that these students were absent for most of the day and may not be
23 consistently notifying families of their children's attendance.

24 121. The broad attendance policy also puts students' safety at risk. The LAUSD is allowing
25 students to be marked present for a full day without seeing the student. Being able to see a student, even
26 virtually, is a wellness check. Before the pandemic, the LAUSD would intervene if a student were not

27 _____
28 ³⁷ Howard Blume, *LAUSD's Liberal Student Attendance Policy Raises Eyebrows*, LA TIMES (Aug. 28, 2020),
<https://www.latimes.com/california/story/2020-08-28/pandemic-school-attendance-rules-eased>.

1 physically seen by the school for a defined period of consecutive days. This intervention is critical
2 because there is a strong connection between chronic absenteeism and abuse. Further, because the
3 attendance policy allows for e-mail, text messages, or phone calls from parents to suffice as student
4 attendance, there is nothing stopping an abusive family member from sending an e-mail or text message
5 each day to a teacher. Similarly, no one can intervene for students experiencing homelessness, either to
6 identify them in the first place, or connect them to the LAUSD Homeless Education Office.

7 122. Additionally, the August Side Letter makes home visits, a vital intervention in chronic
8 absenteeism, voluntary for the employees who would normally conduct them and provides no alternative
9 solution.

10 123. While, home visits would look different in the COVID-19 era, their effectiveness would
11 not change. And there are safe ways to conduct home visits. Indeed, Los Angeles County of Department
12 of Child Welfare’s home visits have continued during the pandemic either in person with safety
13 precautions or via videoconferencing, depending on the circumstances of the case.³⁸

14 124. The LAUSD itself describes home visits as “a powerful way to connect with students and
15 parents who may be alienated from their school, or be struggling with issues that are preventing them from
16 attending.”³⁹ LAUSD employees use home visits as “an *essential* intervention to gather information
17 regarding a student’s whereabouts, identify and address barriers to attendance and/or achievement, and to
18 connect with students and/or parents/guardians. Home visits give staff an opportunity to express concern
19 and offer support to students and families.”⁴⁰ Without this “essential intervention,” the 15,000 students
20 that were lost in the spring may never return to school to complete their education.

21 125. Not only is the absence of home visits likely to lead to increased dropout rates, it is also a
22 health and safety risk. Research shows that child abuse rates have gone up during the COVID-19
23 pandemic, but that reporting of this abuse has gone down because children are not being seen at schools.
24 And the severity of child injuries from abuse that are being seen at hospitals has increased because early

25 ³⁸ *DCFS Response to COVID-19: Frequently Asked Questions*, L.A. CTY. DEP’T OF CHILDREN & FAMILY SERVS.,
26 https://dcfs.lacounty.gov/wp-content/uploads/2020/03/COVID19-FAQ_External-Audiences_032320-1.pdf (last visited Sept.
27 24, 2020).

27 ³⁹ LAUSD, *Home Visit Guide 1*,
28 https://achieve.lausd.net/cms/lib/CA01000043/Centricity/Domain/214/LF_UNIV_Home%20Visit%20Guide%20Rev%2008.10.16.doc.

⁴⁰ *Id.*

1 signs of abuse are being missed. Home visits often identify abuse and neglect and lead to reporting to
2 protective agencies. Without the visits, it is more likely that children in abusive homes are harmed.⁴¹

3 ***The August Side Letter Does Not Require Student Assessments***

4 126. While the August Side Letter does not bar student assessments, it is silent on the issue and,
5 as a result, many teachers will not conduct student assessments. Without a requirement, the LAUSD, as
6 well its schools and its teachers, will miss out on critical data that is needed to improve student
7 performance. Further, without student assessments, the full extent of the harm done to the students may
8 never be realized. Student assessments are necessary to understand the impacts of learning loss caused
9 during the spring semester so that schools can tailor academic supports and interventions to meet students'
10 needs.

11 127. For example, Plaintiff Mr. Wroten's daughter, who was already behind before the
12 pandemic, has not received the necessary support this semester. His daughter is learning mostly new
13 material and regularly struggles to understand her assignments because of her poor 1st grade preparation
14 (including during remote learning last spring). In particular, his daughter is still struggling with her
15 reading assignments, and is not receiving the accommodations that she needs to complete the work. The
16 fact that she was never assessed in the spring semester contributes to her struggles because her teachers
17 do not know what accommodations she should be receiving.

18 128. Accordingly, without this critical data, students that are not performing at grade level,
19 English Learners, students with disabilities, students in foster care or experiencing homelessness, and
20 students with mental health needs will not receive the academic and other supports that they are entitled
21 to receive under SB 98.

22 ***Under the August Side Letter, LAUSD Students Receive Demonstrably Less Instruction than***
23 ***Students in Other Public School Districts***

24 129. The deficiencies in the August Side Letter are even more egregious when one compares
25 the LAUSD plan to plans within the other four largest school districts in California. The LAUSD, the
26 largest school district in the State, has less overall learning time for its students, less synchronous learning

27
28 ⁴¹ Ctrs. for Disease Control & Prevention, *The Importance of Reopening America's Schools this Fall* (July 23, 2020),
<https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/reopening-schools.html>.

1 time, less teacher training, and teachers are required to spend less time contacting students and families
2 than the other largest school districts.

3 130. For example, San Diego Unified School District (“SDUSD”) and Fresno Unified School
4 District have mandated eight-hour teacher workdays. Additionally, for high school students, the LAUSD
5 provides only 240 daily instructional minutes (4 hours), whereas Elk Grove Unified School District
6 provides 300 daily instructional minutes (5 hours), Long Beach Unified School District provides 350
7 instructional minutes (5 hours and 50 minutes), and SDUSD provides 360 instructional minutes (6 hours).
8 Long Beach Unified School District is providing 180-300 minutes (3–5 hours) daily of live instruction.
9 And SDUSD is providing at least 180 minutes (3 hours) daily of live instruction, and provides Elementary
10 school students with nearly double the time of live learning than the LAUSD provides under the August
11 Side Letter.

12 131. These plans from other school districts demonstrate that the LAUSD can have a distance
13 learning system that better ensures the safety of its students and employees and is more likely to provide
14 its students with an adequate education. The LAUSD has not explained or justified why it cannot provide
15 the same or similar support that other districts provide.

16 ***The August Side Letter’s Promise to Provide Adequate Access to Online Classes Has Proven***
17 ***to Be a Hollow One***

18 132. The LAUSD promised to provide devices with the ability to access online learning to all
19 of its students. One month into school, many Plaintiffs’ children have yet to receive devices, and even
20 more have yet to receive reliable internet access or to receive devices that can access all of their children’s
21 necessary learning platforms.

22 133. Plaintiff Mr. Wroten’s children have had a number of technical issues that have prevented
23 them from logging into (or staying logged into) class. This is because the internet at Mr. Wroten home
24 does not have enough bandwidth, and though he has requested a hotspot from his children’s school, he
25 still has not received one.

26 134. Plaintiff Ms. Hooper’s daughter often has issues logging in and staying logged into
27 Schoology (the only platform that her teachers use) because the system crashes. She has become
28 frustrated, stressed, and ultimately depressed from trying to use the program. She began to suffer from

1 anxiety as well and needs to take more medication for this than she did before. She is now refusing to
2 attend virtual class.

3 135. Plaintiff Mr. Heard's children have had technical difficulties that have prevented them from
4 attending class or completing their assignments. His seven-year-old daughter's Chromebook, for instance,
5 did not come with a mouse, which has made it difficult for her to use functions required to progress in her
6 lessons. She has also been unable access her assignments through the Schoology platform because she
7 does not know her password. In addition, his five-year-old daughter received an iPad instead of a
8 Chromebook, but many of the apps that her teacher requires are for Chromebooks, and she is not able to
9 download them. Finally, his 16-year-old son has had to attend all of his online classes by cell phone. He
10 still has not received any LAUSD-issued technology.

11 136. Plaintiff Mr. Gastelum's daughter has difficulty attending the few hours of live instruction
12 that her school provides each day. The internet connection in Mr. Gastelum's home is so unstable that, if
13 his daughter wants to attend her online classes, she has to go to her neighbors' home to use their internet.
14 This not only inconveniences their neighbors, but it also makes his daughter uncomfortable and interferes
15 with her ability to concentrate on her work. Even so, the LAUSD has never offered to provide Mr.
16 Gastelum with better internet access or a hotspot. Instead, he was told that the only people whom the
17 LAUSD would provide free internet are those who have never had internet access in their homes.

18 137. The LAUSD's failure here violates SB 98. SB 98 requires that school districts confirm
19 that students have or provide connectivity and devices adequate to participate in their educational program
20 and complete their assigned work. The LAUSD has failed to do so. Indeed, the LAUSD has not confirmed
21 that Plaintiffs Mr. Gastelum, Ms. Hooper, Mr. Wroten, or Mr. Heard's children have devices and can
22 connect to their educational programs and can complete their assigned work. Worse yet, the LAUSD has
23 failed to respond to Mr. Gastelum's request for improved connectivity so that his daughter can attend all
24 of her classes.

25 **F. Absent Court Intervention, Plaintiffs Will Continue to Suffer Irreparable Harm.**

26 138. All Plaintiffs and their children will continue to suffer irreparable harm due to their
27 children's deficient education because of the LAUSD's inadequate agreements in the Side Letters.
28

1 139. Plaintiffs’ children face unprecedented learning loss and disconnection from school. The
2 crisis began as a direct result of the April Side Letter that ensured that many of the LAUSD’s 500,000
3 students received no education at all for three months.

4 140. The harms were acute, clear, and widely recognized. In late March, 15,000 High School
5 students were absent and had failed to do any work.⁴² Defendant Beutner also acknowledged that, as of
6 March 27, “one-quarter [of students] aren’t getting the learning opportunity they should be.”⁴³ The
7 LAUSD’s own report demonstrates that only 60% of students were actively engaged in school during the
8 spring.⁴⁴ In other words, the other 40% of students were likely absent from class, and therefore, received
9 no education at all. Further, Black and Latino students participated between 10 and 20% less than their
10 White and Asian peers did.⁴⁵ The LAUSD also harmed low-income and minority students by failing to
11 provide all of its students with working devices because members of these communities often lack access
12 to computers and internet without LAUSD assistance, a fact that Defendant Beutner has acknowledged.⁴⁶

13 141. In the face of this crisis, and to repair the harm it caused, the LAUSD should have done
14 everything within its power to provide at least basic educational equality for all of its students going
15 forward. Instead, through the August Side Letter, LAUSD exacerbated the crisis, failing to provide the
16 necessary requirements to ensure that all students receive even basic educational equality. Accordingly,
17 Plaintiffs’ children will continue to experience a decline in their academic well-being as a result of the
18 LAUSD’s distance learning plan that falls far short of the California’s constitutional and statutory
19 guarantees.

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26 _____
⁴² Blume & Kohli, *supra* note 15.

⁴³ Stokes, *supra* note 25.

⁴⁴ MEGAN BESECKER ET AL., *supra* note 17, at 13, 16.

⁴⁵ *Id.*

⁴⁶ See Kyle Stokes, *supra* note 25; Farlie, *supra* note 24.

1 **CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION: WEALTH DISCRIMINATION IN VIOLATION OF THE**
3 **EQUAL PROTECTION CLAUSES OF THE CALIFORNIA CONSTITUTION**

4 142. Plaintiffs incorporate by reference the allegations set forth above as if fully stated herein.

5 143. The California Constitution’s equal protection clause prohibits the LAUSD from
6 discriminating on the basis of wealth in a manner that deprives students of a “basically equivalent” quality
7 of education. *See* Cal. Const., art. I, § 7; art. IV, § 16; *Butt v. State*, 4 Cal. 4th 668, 685 (1992).

8 144. A government actor discriminates on the basis of wealth if it does so explicitly, or if,
9 “regardless of how [it is] implemented,” it “inevitably cause[s]” students “to be provided with an education
10 that is not ‘basically equivalent’ to their . . . peers” in other parts of the State. *See Vergara v. State*, 246
11 Cal. App. 4th 619, 649 (2016).

12 145. A child’s education is not “basically equivalent” in quality when “the actual quality of the
13 [school’s] program, viewed as a whole, falls fundamentally below prevailing statewide standards.”
14 *Collins v. Thurmond*, 41 Cal. App. 5th 879, 898 (2019).

15 146. The LAUSD’s August Side Letter discriminates on the basis of wealth because “regardless
16 of how [it is] implemented,” it will “inevitably cause” Plaintiffs’ children and those similarly situated “to
17 be provided with an education that is not ‘basically equivalent to’ their more affluent . . . peers.” *Vergara*,
18 26 Cal. App. 4th at 649.

19 147. Specifically, families that are more affluent are able to provide their children with adequate
20 technology and extra academic tutoring and instruction.

21 148. By failing to provide Plaintiffs’ children with sufficient instruction, while allowing more
22 affluent families to seek additional instruction elsewhere, “the actual quality” of the education of
23 Plaintiffs’ children and those similar situated “viewed as a whole, [will] fall[] fundamentally below
24 prevailing statewide standards.” *Collins*, 41 Cal. App. 5th at 898.

25 149. Therefore, the LAUSD’s August Side Letter deprives Plaintiffs’ children and those
26 similarly situated of a basically equivalent education on the basis of wealth, in violation of the California
27 Constitution.

1 150. The LAUSD cannot justify its discriminatory conduct by satisfying strict scrutiny,
2 including because the LAUSD’s August Side Letter is not narrowly tailored given that it permits teachers
3 to retain all their benefits, but fails to provide all pre-pandemic benefits that can safely be provided to its
4 students during the pandemic.

5 151. The August Side Letter also fails strict scrutiny because it forces poor children to bear
6 disproportionality the burden of the LAUSD’s efforts to implement its remote learning program.

7 152. Absent interim relief, all Plaintiffs’ children and those similarly situated will continue to
8 suffer grave and irreparable harm.

9 **SECOND CAUSE OF ACTION: DISPARATE RACIAL DISCRIMINATION IN VIOLATION**
10 **OF THE EQUAL PROTECTION CLAUSES OF THE CALIFORNIA CONSTITUTION**

11 153. Plaintiffs incorporate by reference the allegations set forth above as if fully stated herein.

12 154. The California Constitution’s equal protection clause prohibits the LAUSD from adopting
13 policies or taking other actions that disproportionately impact minority students with respect to
14 educational opportunities. *See* Cal. Const., art. I, § 7; art. IV, § 16; *Butt*, 4 Cal. 4th at 685.

15 155. A racial disparate impact “claim is stated when [1] a policy adopted in California has a
16 substantial disparate impact on the minority children of its schools, causing de facto segregation of the
17 schools and [2] an appreciable impact to a district’s educational quality, and [3] no action is taken to
18 correct that policy when its impacts are identified.” *Collins*, 4 Cal. App. 5th at 896–97.

19 156. LAUSD’s pre-pandemic educational system is “a policy adopted in California [that] has a
20 substantial disparate impact on the minority children of its schools, causing de facto segregation of the
21 schools” because the majority of minority students were not being educated at grade level. And LAUSD’s
22 April Side Letter and August Side Letter also are “polic[ies] adopted in California [that] ha[ve] a
23 substantial disparate impact on the minority children of its schools, causing de facto segregation of the
24 schools,” as the April Side Letter did not, and the August Side Letter does not, provide students with
25 sufficient instructional time or adequate technology to access online learning, although minority students,
26 who are more likely to suffer from the “digital divide” and lack the resources to obtain instruction outside
27 of scheduled class time, have faced and continue to face disparate harms as a result of these Side Letters.
28 *See id.*

1 157. This de facto segregation causes “an appreciable impact to a district’s educational quality,”
2 because minority students are without sufficient access to the resources or instruction necessary to learn
3 at grade level during in person instruction or during distance learning. *See id.*

4 158. The LAUSD has taken “no action . . . to correct th[is] policy when its impacts [were]
5 identified,” Plaintiffs sent three separate demand letters highlighting the deficiencies in Defendants
6 April Side Letter and proposed August Side Letter, but Defendants have taken no action to remedy the
7 August Side Letter’s constitutional violations or to rectify the harm suffered by students after the spring
8 semester.

9 159. Here, Plaintiffs’ children, all of whom are minority students, and those similarly situated
10 are directly and disproportionately impacted by LAUSD’s pre-pandemic in person instruction and the
11 April and August Side Letters, and are receiving an inadequate education, compared to their peers.
12 Indeed, Plaintiffs’ children and those similarly situated lack access to computers and the internet
13 connections necessary to access their online classes and assignments leading to a “substantial disparate
14 impact” on them, and lack access to quality instruction leading to a “substantial disparate impact” on
15 them. *Collins*, 41 Cal. App. 5th at 896.

16 160. This disparate impact causes appreciable damage to Plaintiffs’ children and those
17 similarly situated. The lack of grade level education that afflicted minority students pre-pandemic and
18 the “digital divide” that afflicts minority students makes remote learning even worse. Plaintiffs’
19 children and those similarly situated struggle to predictably login to, and participate with, the LAUSD’s
20 remote learning program.

21 161. Plaintiffs are not able to remedy these problems independently, because they do not have
22 the financial means to pay for outside instruction, pay for adequate technology, or transfer to an out-of-
23 district school to escape the digital divide and receiving an education below grade level.

24 162. Therefore, the August Side Letter has a disparate impact on minority students, including
25 Plaintiffs’ children, negatively affecting their schooling disproportionately to other students, resulting in
26 de facto segregation, in violation of the California Constitution.

27 163. The LAUSD cannot justify its discriminatory conduct by satisfying strict scrutiny,
28 including because the August Side Letter is not narrowly tailored given that it permits teachers to retain

1 all their benefits, but fails to provide all pre-pandemic benefits that can safely be provided to its students
2 during the pandemic.

3 164. The LAUSD’s educational system and the April and August Side Letters also fail strict
4 scrutiny because it forces minority students to bear disproportionately the burden of the LAUSD’s efforts
5 to implement its remote learning program and its failure to educate all its students.

6 165. Absent interim relief, all Plaintiffs’ children and those similarly situated will continue to
7 suffer grave and irreparable harm.

8 **THIRD CAUSE OF ACTION: VIOLATION OF ARTICLE I, SECTION 7(B) OF THE**
9 **CALIFORNIA CONSTITUTION**

10 166. Plaintiffs incorporate by reference the allegations set forth above as if fully stated herein.

11 167. Article I Section 7(b) of the California Constitution states that “[a] citizen or class of
12 citizens may not be granted privileges or immunities not granted on the same terms to all citizens.” Cal.
13 Const., art. I, § 7(b).

14 168. The State of California has established the content standards and other commitments of
15 care and services to elementary and high school students, defining the education to which students are
16 entitled. Elementary and high school students are entitled to receive “basic educational equality.” *See*
17 *Butt*, 4 Cal. 4th at 697 & n.9. This commitment is among the privileges and immunities that may not be
18 granted to some citizens, but not provided on the same terms to all citizens.

19 169. The Defendants have violated the rights of Plaintiffs’ children and those similarly situated
20 to receive privileges and immunities on the same terms as all other citizens by failing to ensure that basic
21 educational equality was provided to Plaintiffs’ children.

22 **FOURTH CAUSE OF ACTION: VIOLATION OF ARTICLE IX, SECTIONS 1 AND 5 OF THE**
23 **CALIFORNIA CONSTITUTION**

24 170. Plaintiffs incorporate by reference the foregoing paragraphs of this Complaint as though
25 fully set forth herein.

26 171. Defendants have violated the rights of Plaintiffs and those similarly situated, pursuant to
27 article IX, sections 1 and 5 of the California Constitution, to learn in a “system of common schools” that
28

1 are “kept up and supported” such that students may learn and receive the “diffusion of knowledge and
2 intelligence essential to the preservation of the[ir] rights and liberties.” Cal. Const., art. IX, §§ 1, 5.

3 172. This system of common schools requires that there be a “public education system open on
4 equal terms to all.” *Butt*, 4 Cal. 4th at 680. These constitutional provisions also impose on Defendants
5 the duty to provide Plaintiffs’ children an education that will teach them the skills they need to succeed as
6 productive members of modern society.

7 173. The Defendants have failed to provide an equal system open to Plaintiffs’ children and
8 those similarly situated on equal terms to higher income students and non-minority students. The
9 Defendants also have failed to provide an education that will teach them the skills they need to succeed as
10 productive members of society by providing them with limited instructional time and limited access to
11 their teachers.

12 **FIFTH CAUSE OF ACTION: VIOLATION OF CALIFORNIA GOVERNMENT CODE**

13 **SECTION 11135**

14 174. Plaintiffs incorporate by reference the foregoing paragraphs of this Complaint as though
15 fully set forth herein.

16 175. California Government Code section 11135 provides:

17 No person in the State of California shall, on the basis of race, national ethnic group identification,
18 religion, age, sex, sexual orientation, color, or disability, be unlawfully denied full and equal access
19 to the benefits of, or be unlawfully subjected to discrimination under, any program or activity that
20 is conducted, operated, or administered by the state or any state agency, is funded directly by the
21 state, or receives any financial assistance from the state.

22 176. Defendants have violated and continue to violate Plaintiffs’ and members of the plaintiff
23 class’ right to receive education opportunity regardless of economic status, nationality, race or ethnicity,
24 pursuant to California Government Code section 11135, by failing to provide plaintiffs and members of
25 the Plaintiff class equal educational opportunity and adequate educational services, as described above.

1 plan for frequent live interaction that provides a comparable level of service and school
2 connectedness.

3 179. Defendants have violated and continue to violate Section 43503 by failing to confirm that
4 all its students have access to their online education program or provide access for students' to their online
5 education program; failing to provide Plaintiffs' children and those similarly situated with an education
6 substantially similar to in-person instruction; failing to provide Plaintiffs' children and those similarly
7 situated who are not performing at grade level or need support with any support; failing to provide
8 Plaintiffs' children with special needs with the services required by their individualized educational
9 programs; failing to provide Plaintiffs' English learner children and those similarly situated with adequate
10 integrated instruction in English language development; and failing to provide Plaintiffs' children and
11 those similarly situated with adequate interaction with certificated teachers and their peers.

12 **SEVENTH CAUSE OF ACTION: DECLARATORY RELIEF**

13 180. An actual and existing controversy exists between the Plaintiffs and Defendants because
14 Plaintiffs contend, and Defendants dispute, that Defendants' actions and inactions as described above have
15 violated article I, section 7(a) and article IV, section 16(a) of the California Constitution; article I, section
16 7(b) of the California Constitution; article IX, sections I and 5 of the California Constitution; California
17 Education Code section 43503; and California Government Code section 11135.

18 181. Plaintiffs seek a judicial declaration that Defendants have violated these constitutional and
19 statutory provisions.

20 **DEMAND FOR JURY TRIAL**

21 Plaintiffs hereby demand a jury trial in this action to the extent the claims are so triable.

22 **PRAAYER FOR RELIEF**

23 WHEREFORE, Plaintiffs pray this Court to enter judgment against all Defendants:

24 182. Enjoining Defendants from further depriving Plaintiffs of their constitutional rights as set
25 forth herein and further violating their right under the Government Code;

26 183. Declaratory relief that Defendants have violated article I, section 7(a) and article IV,
27 section 16(a) of the California Constitution; article I, section 7(b) of the California Constitution; article
28

1 IX, sections I and 5 of the California Constitution; California Education Code section 43503; and
2 California Government Code section 11135.

3 184. For the payment of reasonable attorneys' fees and costs of suit incurred herein, including
4 pre- and post-judgment interest at the legal rate; and

5 185. For such other and further relief as the Court may deem appropriate.

6
7
8 DATED: October 7, 2020

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Attorneys for Plaintiffs

**SUMMONS On First Amended Complaint
(CITACION JUDICIAL)**

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CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

OCT 09 2020

Sherri R. Carter, CLERK OF COURT / Clerk of Court
By *Steven Drew*, Deputy
Steven Drew

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

Los Angeles Unified School District; Austin Beutner, Los Angeles Unified School District Superintendent; and DOES 1-25, inclusive and United Teachers Los Angeles, Relief Defendant

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

KESHARA SHAW; Additional Plaintiffs Listed on the Attached Form.

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Superior Court of California
111 North Hill Street
Los Angeles, CA 90012

CASE NUMBER: (Número del Caso):
20STCV36489

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Mark Holscher, 555 S. Flower St, LA, CA 90071, Sierra Elizabeth, 2049 Century Park E, LA, CA 90067, 213-680-8400

DATE: **OCT 09 2020** Clerk, by **STEVEN DREW**, Deputy
(Fecha) Sherri R. Carter, Clerk (Secretario)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).)

[SEAL]

NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):
3. on behalf of (specify):
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
4. by personal delivery on (date)

STEVEN DREW

COPY

SHORT TITLE: Keshara Shaw et al. v. Los Angeles Unified School District et al.	CASE NUMBER 20STCV36489
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INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

Plaintiff
 Defendant
 Cross-Complainant
 Cross-Defendant

ALMA ROSA FARIAS DE SOLANO; JOSUE RICARDO GASTELUM-CAMPISTA; MARITZA GONZALEZ; RONNIE HEARD, JR.; DEYANIRA HOOPER; JUDITH LARSON; VICENTA MARTINEZ; AND AKELA WROTEN, JR.