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9  
 10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 11 COUNTY OF LOS ANGELES, CENTRAL DISTRICT

12 KESHARA SHAW et al.,

13 Plaintiffs,

14 vs.

15 LOS ANGELES UNIFIED SCHOOL  
 16 DISTRICT, AUSTIN BEUTNER, Los  
 Angeles Unified School District  
 17 Superintendent, and DOES 1-25,

18 Defendant, and

19 UNITED TEACHERS LOS ANGELES,

20 Relief Defendant.  
 21

**CASE NO. 20STCV36489**

**RELIEF DEFENDANT UTLA'S  
 MOTION FOR STAY; RESPONSE TO  
 OSC of 1/20/21**

**Filed Concurrently with EXHIBITS A  
 (Complaint in *Cayla J et al v. State of  
 California et al*) B and C (Discovery  
 responses)**

**Judge: Hon. YVETTE M.  
 PALAZUELOS**

**Date: FEBRUARY 25, 2021**

**Time: 10:00 A.M.**

**Dept.: 9**

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1 **I. INTRODUCTION**

2 On January 20, 2021, this Court issued an order to show cause “re whether a stay  
3 should issue pending resolution of one or more of . . . [list of related] cases.” Because  
4 “(p)ublic education is an obligation which the State assumed by the adoption of the  
5 Constitution”, and “the State's ultimate responsibility for public education cannot be  
6 delegated to any other entity,” *Butt v. California*, 4 Cal. 4th 668, 680-681 (1992), UTLA  
7 urges this Court to answer that question in the affirmative, with respect to one such case  
8 pending in Alameda County Superior Court, *Cayla J. et al v. State of California, et al.*,  
9 Case No. RG 20084386 (Complaint attached as Exhibit A.), seeking broad statewide relief  
10 encompassing LAUSD and all other California public school students. Because of the  
11 breadth of *Cayla J* compared to the instant case focusing on the Los Angeles Unified  
12 School District (“LAUSD” or “District”) and in particular, its collective bargaining  
13 agreements (“CBAs”) with its educators, and because the *Cayla* case asks for relief from  
14 State parties, UTLA respectfully requests that this Court stay this action pending  
15 compliance with the Coordination rules and procedures, if necessary, but in any event stay  
16 this case until the resolution of the broader-based *Cayla J* litigation. That stay is authorized  
17 by CCP §§ 404 and 404.5, and pursuant to this Court’s inherent power to issue a stay to  
18 ensure proper adjudicatory administration. These coordination and stay procedures are  
19 applicable to CCP §404 cases (i.e., civil cases sharing a common question of fact or law)  
20 filed in different counties. E.g., *Ford Motor Warranty Cases*, 11 Cal. App. 5th 626  
21 (2017)(Hundreds of breach of warranty cases filed in 44 counties); *McGhan Medical Corp.*  
22 *v. Superior Court*, 11 Cal. App. 4th 804 (1992)(Hundreds of breast implant injury cases  
23 filed in 20 counties); *Keenan v. Superior Court*, 111 Cal. App. 3d 336 (1980)(Plane crash  
24 cases filed in El Dorado and Los Angeles counties). Once the *Cayla J* litigation is final and  
25 the State’s ultimate hierarchical role in responding to the distance learning commands of  
26 the pandemic is adjudicated and resolved, the instant litigation involving a narrower and  
27 derivative scenario would be better positioned to proceed or be resolved, as needed.

1 **II. This Case and *Cayla J.* Present the Same Substantive Complex Legal Issues**

2 **A. Shaw et al v. LAUSD et al<sup>1</sup>**

3 In this case, Plaintiffs – nine parents of LAUSD students -- have focused on the  
4 LAUSD, claiming that the District, and to a large extent its collective bargaining  
5 agreements (“CBAs”) with Relief Defendant United Teachers-Los Angeles (“UTLA” or  
6 “Union”), are responsible for the ravages on the District educational system stemming  
7 from the advent of distance learning compelled by the virus, and its deleterious impacts on  
8 delivery of instruction and support to 500,000 District students, most of whom are of color  
9 and impoverished. The First Amended Complaint (“FAC”) does not refer to the District’s  
10 Learning Continuity Plan, the program which SB 98 (Education Code §43509) required  
11 the District to develop in response to the distance learning COVID-19 imperative. They  
12 claim instead that the District’s August Sideletter with UTLA bargained pursuant to the  
13 Educational Employment Relations Act (“EERA”), Government Code Sections 3540 *et*  
14 *seq.* -- governing educators’ terms and conditions of employment during distance learning  
15 from August through December 31, 2020 –is itself violative of state law and the California  
16 Constitution. Moreover, Plaintiffs have trained their legal fire at a Sideletter to a collective  
17 bargaining agreement that, amid the fluid pandemic dynamic, has since been superseded  
18 by one that took effect January 1, 2021.<sup>2</sup>

19 \_\_\_\_\_  
20 <sup>1</sup> The recitation of allegations presented in the *Shaw* and *Cayla J* cases is made only for  
21 comparison purposes, to demonstrate the scope of the two cases, without comment on the  
22 truth or probity of the allegations. Because this action has been subject to a stay, UTLA  
and the District have not filed any responsive pleadings.

23 <sup>2</sup> The existence of a new contract between the parties – not to mention the continuing  
24 fluctuating dynamics of the educational environmental circumstances for District students  
– renders the FAC, focused as it is on the expired August Side Letter, obsolete. Cf.  
25 *McLeod v. General Electric Co.*, 385 U.S. 533, 535 (1967)(Injunction issued against  
26 employer for failing to bargain in good faith over a successor to an expired CBA is  
27 overturned in light of the parties’ agreement on a CBA after the lower court’s order; court  
had to consider the impact and continuing necessity of injunctive relief in light of that  
28 “supervening event”.); *Consol. etc. Corp. v. United A. etc. Workers*, 27 Cal.2d 859  
(1946)(Appeal dismissed as moot, because a new contract had been entered into

1           The FAC acknowledges that the state of California must “ensure that Plaintiffs’  
2 children have equal access to a public education system”, and the constitution “forbids the  
3 state, through its subordinate entities such as a local school district, from providing a  
4 public education that falls fundamentally below prevailing statewide standards.” (FAC,  
5 ¶5). The FAC does not, however, find fault with state education officials. The suit claims  
6 that LAUSD offers inferior instructional quality and quantity compared to other California  
7 school districts, like San Diego, Fresno, Elk Grove, and Long Beach (FAC, ¶’s 129, 130).  
8 It narrates many individual examples of unsatisfactory experiences with distance learning  
9 allegedly suffered by Plaintiffs’ children, but does not tie them to explicit terms of any  
10 CBA; indeed, the expired August Side Letter states its compliance with SB 98. The FAC  
11 lists six requirements of SB 98 that it claims LAUSD has failed to provide to its students  
12 (FAC, ¶6, 77), and pursues seven causes of action, for Wealth Discrimination and Racial  
13 Discrimination under the California Constitution, a Privileges and Immunities claim under  
14 the California Constitution, an Equal Access to Education claim under Article IX, Sections  
15 1 and 5 of the California Constitution, an equal access to education claim under  
16 Government Code §11135, a claim under SB98, and a claim for Declaratory Relief. The  
17 FAC does not seek monetary damages, and disavows making a claim of alleging  
18 wrongdoing against Relief Defendant UTLA (FAC, ¶30).

19           In this case, the parties have exchanged written discovery limited in scope to  
20 Plaintiffs’ desire to seek a preliminary injunction, but have not yet held a Status  
21 Conference (scheduled for the same day as the hearing on this OSC), and have otherwise  
22 been adhering to a litigation stay. Both LAUSD and UTLA have advised the Court and  
23 Plaintiffs of their intent to file demurrers: LAUSD’s challenging the jurisdiction of this  
24 \_\_\_\_\_  
25 superseding the agreement in question and the union's claim of damages was based on  
26 breach of contract and there was no breach); *Keith Garrick, Inc. v. Local No. 2*, 213  
27 Cal.App.2d 434, 435 (1963) (appeal dismissed as moot because new collective bargaining  
28 agreement entered and plaintiffs had waived damages); *Paoli v. Cal. & Hawaiian Sugar  
etc. Corp.*, 140 Cal.App.2d 854 (1956) (appeal dismissed as moot because new collective  
bargaining agreement entered and plaintiffs had not appealed the trial court's finding of "no  
damages.").

1 Court, and UTLA’s arguing both that the case cannot proceed as a class action and that the  
2 FAC improperly seeks a ruling on the legal quality of a CBA that does not comprise the  
3 entire District educational program as erroneously depicted in the FAC (see Exhibits B and  
4 C to this motion), and is neither unlawful in content nor an impediment to any legitimate  
5 relief Plaintiffs might seek. It is notable that, when UTLA asked Plaintiffs in discovery  
6 whether the UTLA-District collective bargaining agreements comprised “the entire  
7 educational program provided by LAUSD to the students who attend LAUSD schools”,  
8 they asserted that they did not have sufficient information to substantively respond (See  
9 Declaration of Ira Gottlieb, ¶’s 4, 5, 6[“Gottlieb Decl.”]; Exhibits B and C). They continue  
10 to insist upon that position even as they demand the right to seek a preliminary injunction  
11 to impose changes in that program. (Gottlieb Decl., ¶6).

12 **B. Cayla J. et al v. State of California, et al.**

13 The *Cayla J.* lawsuit, filed November 30, 2020, is substantively similar to the  
14 instant case in its chronicle of alleged pandemic-period education shortcomings, but it does  
15 not name any school district as a defendant, and instead holds state government officials  
16 responsible. The *Cayla J* complaint attributes the transgressions it depicts to the alleged  
17 failures of the state. (E.g., Compare *Cayla* Complaint, ¶2: “The state continues to refuse to  
18 step up and meet its constitutional obligation to ensure basic educational equality or indeed  
19 any education at all” with *Shaw* FAC ¶76: “While the LAUSD ignored the public’s  
20 concerns after a disastrous attempt at remote learning in the spring, the State of California  
21 heard them. On June 29, 2020, Governor Gavin Newsom signed SB 98 into law. . .  
22 California made this decision after seeing that its guidance and recommendations in the  
23 spring were insufficient to ensure that school districts were providing students with an  
24 equitable and adequate education.”)

25 The plaintiffs in *Cayla* include students enrolled in LAUSD (Complaint, ¶’s 40-80)  
26 and Oakland Unified School District (“OUSD”), and community organizations. The *Cayla*  
27 plaintiffs, too, allege that the state has “ultimate responsibility” for providing “basic  
28 educational equality” in California, and contend that the state must “intervene. . . even



1 when the discriminatory effect was not produced by the purposeful conduct of the State or  
2 its agents.” (Complaint, ¶’s 103, 104), quoting *Butt v. California*, 4 Cal. 4<sup>th</sup> 668, 681, 692  
3 (1992). While not pleaded as a class action as the instant case is, *Cayla* purports to bring  
4 suit “on behalf of California students and their families<sup>3</sup>. . . to ensure that *all* of the State’s  
5 schools [are] equipped to provide students with the remote tools, connectivity and  
6 programming to provide the basic education that is their fundamental right under the  
7 California Constitution.” (*Cayla* Complaint, ¶ 10)(emphasis added.).

8 Like the instant case, *Cayla* complains of alleged failures like inadequate and  
9 disparate connectivity (*Cayla* Complaint, ¶’s 3, 4; *Shaw* FAC ¶’s 6, 137), insufficient  
10 training for educators to cope with distance learning (*Cayla* Complaint, ¶’s 3, 4, 5, 142;  
11 *Shaw* FAC ¶’s 4, 12, 80); increased absenteeism (*Cayla* Complaint, ¶’s 117; *Shaw* FAC ¶’s  
12 55, 121); inadequate provision of necessary hardware to conduct remote learning (*Cayla*  
13 Complaint, ¶’s 4, 125, 147; *Shaw* FAC ¶’s 61, 62, 140, 159); and insufficient outreach by  
14 districts to households (*Cayla* Complaint, ¶’s 42, 165; *Shaw* FAC ¶’s 65, 70, 99, 108).  
15 Both cases rely on LAUSD educational performance statistics, before and during the  
16 pandemic, to support their respective claims (*Cayla* Complaint, ¶’s 112, 115, 116; *Shaw*  
17 FAC, ¶’s 3, 46, 97).

18 Unlike this case, however, the complaint in *Cayla* does not mention or sue any  
19 unions, and does not find fault with any collective bargaining agreements. It does, instead,  
20 mention Learning Continuity Plans -- the programs mandated by SB 98’s commands for  
21 distance learning (Education Code §43509) -- 18 times. *Shaw*, by contrast, mentions the  
22 now-expired August Side Letter *54 times*, but makes no mention of Learning Continuity  
23 Plans, instead erroneously equating overall distance learning plans with the August Side  
24 Letter governing educators’ distance learning terms and conditions of employment (FAC,  
25 ¶’s 11, 51, 68, 79, 80). (Significantly, the parties’ CBA, Article III, section 3.0, leaves  
26

27 \_\_\_\_\_  
28 <sup>3</sup> There are more than six million students in California.  
<https://www.cde.ca.gov/ds/sd/cb/ceffingertipfacts.asp>

1 much school administration discretion to District management, declaring that “all matters  
2 which are beyond the scope of negotiations under Government Code Section 3543.2, and  
3 also all rights which are not limited by the terms of this Agreement, are retained by the  
4 District.”) *Cayla* makes note of the same six requirements of SB 98 that *Shaw* lists  
5 (Complaint, ¶131; FAC ¶77), and has ten causes of action: all seven pleaded in the instant  
6 case, plus a Williams Act claim, a writ of mandamus claim and a Taxpayer claim.

7 On the docket of the *Cayla* litigation are a February 24, 2021 judicial determination  
8 of complexity, and a March 24 Case Management Conference.

9 **III. This Court Should Stay this Action Pending the Resolution of *Cayla J***

10 While the two lawsuits attribute or target different institutional causes or origins for  
11 the alleged legal and constitutional educational deficiencies about which they complain,  
12 both acknowledge that the State of California bears responsibility (though the *Shaw*  
13 Plaintiffs don’t name the State as a defendant). Both share the basic view that the  
14 pandemic has exposed and exacerbated pre-existing disparities in provision of education to  
15 students in poverty and of color, and both claim violations of SB 98, and the Equal  
16 Protection Clause, and Educational Rights provisions of the California Constitution, all  
17 based on those common perceived shortcomings of post-pandemic distance learning. The  
18 instant case is concerned only with the LAUSD (and is further narrowed by its errant focus  
19 on CBAs between UTLA and LAUSD), which enrolls roughly 10 percent of all California  
20 students, whereas the *Cayla* case purports to seek relief for all six million students in the  
21 state including those attending LAUSD, though it is not denominated as a class action. It  
22 makes sense in this context, then, for the *Cayla* case, tackling the bigger state picture and  
23 targeting the California parties ultimately responsible for state education policy, to proceed  
24 to a conclusion before litigation against a local agency – much less a labor organization  
25 representing employees who work for that agency – should proceed.

26 Acknowledging the complex nature of both of these cases, and the potential for  
27 duplicative demands on judicial and party resources and risks of conflicting and  
28 overlapping findings and outcomes in light of the issues the cases have in common, CCP

1 Section 404 authorizes a judicial officer to determine if coordination is appropriate:

2           When civil actions sharing a common question of fact or law are pending in  
3 different courts, a petition for coordination may be submitted to the Chairperson of  
4 the Judicial Council, by the presiding judge of any such court, or by any party to  
5 one of the actions after obtaining permission from the presiding judge, or by all of  
6 the parties plaintiff or defendant in any such action. A petition for coordination, or a  
7 motion for permission to submit a petition, shall be supported by a declaration  
8 stating facts showing that the actions are complex, as defined by the Judicial  
9 Council and that the actions meet the standards specified in Section 404.1. On  
10 receipt of a petition for coordination, the Chairperson of the Judicial Council may  
11 assign a judge to determine whether the actions are complex, and if so, whether  
12 coordination of the actions is appropriate, or the Chairperson of the Judicial Council  
13 may authorize the presiding judge of a court to assign the matter to judicial officers  
14 of the court to make the determination in the same manner as assignments are made  
15 in other civil cases.

16           (emphasis added). CCP Section 404.1 sets forth the factors that determine whether  
17 coordination is appropriate:

18           Coordination of civil actions sharing a common question of fact or law is  
19 appropriate if one judge hearing all of the actions for all purposes in a selected site  
20 or sites will promote the ends of justice taking into account whether the common  
21 question of fact or law is predominating and significant to the litigation; the  
22 convenience of parties, witnesses, and counsel; the relative development of the  
23 actions and the work product of counsel; the efficient utilization of judicial facilities  
24 and manpower; the calendar of the courts; the disadvantages of duplicative and  
25 inconsistent rulings, orders, or judgments; and, the likelihood of settlement of the  
26 actions without further litigation should coordination be denied.

27           CCP Section 404.5 authorizes a stay of “any action being considered for, or  
28 affecting an action being considered for, coordination.” As will be further explained

1 below, a comparison and analysis of the factors noted in Section 404.1 above call for a stay  
2 of this action pending resolution of *Cayla*.

3 While as of this filing, UTLA is unaware of an official ruling from the Alameda  
4 County Superior Court that the *Cayla* action is “complex”, that case has been assigned to a  
5 complex litigation courtroom (Judge Winifred Smith, Department 21), and there likely will  
6 be such a ruling prior to the hearing on this motion. In any event, a finding of complexity  
7 in *Cayla* is all but a foregone conclusion, noting that its declared statewide scope is  
8 broader and more wide-ranging than the instant complex action. See, Cal. Rule of Court,  
9 3.400<sup>4</sup> (e.g., applicable factors: substantial amount of testimonial and documentary  
10 evidence; coordination with related action in another county; potential substantial  
11 postjudgment supervision); e.g., *Highland Stucco & Lime v. Superior Court*, 222 Cal. App.  
12 3d 637, 640 n.3 (1990); *see also Crawford v. Bd. of Educ.*, 200 Cal. App. 3d 1397 (1988).

13 Continuing with the CCP §404.1 analysis, there are obvious multiple, significant,  
14 and predominant common questions of fact and law shared between the instant case and  
15 *Cayla*, including: a) whether there are any constitutional or statutory violations to be found  
16 in LAUSD’s educational policy and program (which in turn breaks down to whether “the  
17 actual quality of the district's program, *viewed as a whole*, falls fundamentally below  
18 prevailing statewide standards”, *Butt, supra*, 4 Cal 4<sup>th</sup> at 685; *Collins v. Thurmond*, 41 Cal.  
19

20 \_\_\_\_\_  
21 <sup>4</sup> Rule 3.400(b) states:

22 “(b)Factors In deciding whether an action is a complex case under (a), the court must  
23 consider, among other things, whether the action is likely to involve:

- 24 (1) Numerous pretrial motions raising difficult or novel legal issues that will be  
25 time-consuming to resolve;  
26 (2) Management of a large number of witnesses or a substantial amount of  
27 documentary evidence;  
28 (3) Management of a large number of separately represented parties;  
(4) Coordination with related actions pending in one or more courts in other  
counties, states, or countries, or in a federal court; or  
(5) Substantial postjudgment judicial supervision.”

1 App. 5th 879, 898 (2019), request for depublication denied, review denied, 2020 Cal.  
2 LEXIS 1448 (February 26, 2020)(emphasis added)); b) to what specific cause or causes –  
3 whether stakeholders or natural disasters -- may any alleged violations be attributed; and c)  
4 what relief, if any, would be appropriate to order in the event any violation is found and is  
5 still extant as of the time of decision. In addition to these principle dispositive issues in  
6 common, there are also significant risks of inconsistent rulings if the cases continue to be  
7 litigated simultaneously, and a substantial likelihood of duplicative efforts by courts and  
8 counsel in the event the cases are not synchronized in proper order. In addition, settlement  
9 in the *Cayla* case would likely impact the *Shaw* litigation. Because of the constitutionally-  
10 commanded hierarchical nature of the delivery of public education in this state, and the  
11 fact that the *Cayla* case is atop of that hierarchy, it should precede the litigation in this  
12 case.

13 Thus, relief Defendant respectfully urges this Court to stay this action pending the  
14 undertaking of any coordination process, and to maintain that stay pending the resolution  
15 of the *Cayla* litigation.

16 **IV. This Court Should Stay this Action Pending A Decision on a Coordination**  
17 **Petition, if Any, and Resolution of the *Cayla* Litigation**

18 Because the *Cayla* action seeks statewide relief encompassing LAUSD’s student  
19 body and the other 5.5 million students in California, whereas the instant action is focused  
20 solely on the smaller Los Angeles system (while comparing its claims of inadequacy to the  
21 programs of other state districts), and because this *Shaw* action, within the LAUSD’s  
22 educational program, narrowly focuses its claims of violations and requests for relief only  
23 on District-UTLA *CBAs* instead of the District’s entire SB 98-mandated Learning  
24 Continuity Program “viewed as a whole” as required by applicable law (*Butt, supra*, 4 Cal  
25 4<sup>th</sup> at 685; *Thurmond, supra*, 41 Cal. App. 5<sup>th</sup> at 898), the Court should stay this action  
26 while any coordination process and *Cayla* litigation run their course, pursuant to CCP  
27 §404.5 and this Court’s inherent authority to issue a stay. Concurrent litigation proceeding  
28 simultaneously would result in duplication of judicial and party resources, and run the risk

1 of conflicting and overlapping rulings and findings. *Jordache Enterprises, Inc. v. Brobeck,*  
2 *Phleger & Harrison* (1998) 18 Cal.4th 739, 758 ["The case management tools available to  
3 trial courts [includes] the inherent authority to stay an action when appropriate"]; *Bailey v.*  
4 *Fosca Oil Co.*, (1963) 216 Cal.App.2d 813, 817 ["the power of a court to stay proceedings  
5 ... was inherent at common law and is now vested in the superior courts of this state"].);  
6 *Fox Paine & Co. v. Twin City Fire Ins. Co.*, 2017 Cal. Super. LEXIS 603 (S.F. Superior  
7 Court, August 8, 2017)(“A trial court of competent jurisdiction has ‘the inherent power to  
8 stay proceedings in the interest of justice and to promote judicial efficiency.’ (*Freiberg v.*  
9 *City of Mission Viejo* (1995) 33 Cal.App.4th 1484, 1489, internal citation omitted.) This  
10 power derives from the California Constitution, statute, and common law. (*Walker v.*  
11 *Superior Court* (1991) 53 Cal.3d 257, 267; Code Civ. Proc, § 187; *Bailey, supra.*) Factors  
12 relevant to the determination of whether to stay proceedings when a related action is  
13 pending in another jurisdiction include ‘the importance of . . . avoiding unseemly conflicts  
14 with the courts of other jurisdictions,’ as well as ‘whether the rights of the parties can best  
15 be determined by the court of the other jurisdiction because of the nature of the subject  
16 matter, the availability of witnesses, or the stage to which the proceedings in the other  
17 court have already advanced.’ (See *Thomson v. Continental Ins. Co.* (1967) 66 Cal.2d 738,  
18 746-747, internal citation omitted.) Other relevant factors include ‘judicial economy, the  
19 interests of the forum, and the convenience of the parties. (See *Leadford v. Leadford*  
20 (1992) 6 Cal.App.4th 571, 575.)”); see also, *Ford Motor Warranty Cases*, 11 Cal. App. 5th  
21 626, 630 (2017).

22         Without such a stay, again, the simultaneous concurrent litigation would run the risk  
23 of substantial duplicative efforts by courts and counsel, with the risk of inconsistent  
24 rulings, findings and relief (if any). The broader perspective and sweep of the *Cayla*  
25 litigation -- which matches at a higher authoritative level the substantive allegations of the  
26 *Shaw* case while pursuing analysis and scrutiny of entire SB 98-mandated Learning  
27 Continuity Plans -- surpasses *Shaw’s* insistence on a narrow focus on collective bargaining  
28 agreements, and is better suited to proceed first to a decision or other resolution that can

1 then be applied as needed (if at all) to LAUSD.

2 The *Shaw* approach, by contrast, is inconsistent with the constitutionally required  
3 analysis of the District’s program “*as a whole*”. *Butt, supra*, 4 Cal 4th at 685; *Thurmond,*  
4 *supra*, 41 Cal. App. 5th at 898. To allow the *Shaw* case to proceed to a conclusion would  
5 run counter to the natural order of responsibility for public education in this state. And  
6 again, to allow both cases to proceed at the same time would run the risk of duplicative  
7 deployment of judicial and party resources. Thus, the *Cayla J* case should go forward and  
8 this Court should stay the *Shaw* case.

9 **V. CONCLUSION**

10 Upon the foregoing, United Teachers-Los Angeles respectfully requests that this  
11 Court stay this action while any coordination proceeding or deliberation occurs, and  
12 impose a stay in this action while the *Cayla J* litigation runs its course.

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14 DATED: January 28, 2021

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