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ENDORSED  
FILED  
ALAMEDA COUNTY

OCT 17 2014

CLERK OF THE SUPERIOR COURT  
By DEBRA FURTADO  
Deputy

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
8 FOR THE COUNTY OF ALAMEDA

9 JON VRANESH, individually, and as a  
taxpayer pursuant to *Code of Civil Procedure*,  
10 §526a

11 Plaintiff,

12 v.

13 BOARD OF TRUSTEES PLEASANTON  
UNIFIED SCHOOL DISTRICT, PARVIN  
AHMADI, individually, LUZ CAZARES,  
14 individually, and DOES 1 through 100,

15 Defendants.

Case No. **HG 14744782**

COMPLAINT FOR MONEY DAMAGES  
AND INJUNCTIVE AND DECLARATORY  
RELIEF: DISCRIMINATION,  
HARASSMENT & RETALIATION;  
BREACH OF EMPLOYMENT  
CONTRACT, INCLUDING VIOLATION  
OF POLICIES, BREACH OF IMPLIED  
COVENANT OF GOOD FAITH AND FAIR  
DEALING & NEGLIGENT  
PERFORMANCE OF CONTRACTUAL  
OBLIGATIONS; WRONGFUL  
TERMINATION IN VIOLATION OF  
PUBLIC POLICY; VIOLATION OF  
LABOR CODE, §§6300 ET SEQ.;  
DECLARATORY RELIEF, INCLUDING  
INDEMNITY AND DEFENSE, AND  
VIOLATION OF *EDUCATION CODE*,  
§89546 AND *LABOR CODE*, §1198.5;  
DEFAMATION; INVASION OF  
PRIVACY, INCLUDING PUBLIC  
DISCLOSURE OF PRIVATE FACTS, AND  
FALSE LIGHT; INFRINGEMENT OF  
CONSTITUTIONAL RIGHTS,  
INCLUDING FREEDOM OF SPEECH,  
ASSOCIATION, RIGHT TO DUE  
PROCESS; INTENTIONAL, OR IN THE  
ALTERNATIVE, NEGLIGENT,  
INTERFERENCE WITH CONTRACTUAL  
RELATIONS AND PROSPECTIVE  
ECONOMIC RELATIONS; CONSPIRACY  
TO INTERFERE; NEGLIGENT  
SUPERVISION; INTENTIONAL, OR IN  
THE ALTERNATIVE, NEGLIGENT,  
INFLECTION OF EMOTIONAL  
DISTRESS; AND WASTE OF PUBLIC  
FUNDS/WRIT OF MANDATE [*CODE OF  
CIVIL PROCEDURE*, §526a]

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1 Plaintiff, JON VRANESH, alleges as follows:

2 **PRELIMINARY ALLEGATIONS**

3 1. At all times relevant hereto, plaintiff, JON VRANESH [hereinafter “VRANESH” or  
4 “Plaintiff”) was, and is, a resident of the City of Pleasanton, in Alameda County, California.

5 2. At all times relevant hereto, defendant, BOARD OF TRUSTEES PLEASANTON  
6 UNIFIED SCHOOL DISTRICT (hereinafter sometimes alternatively “PUSD” or the “District” or  
7 “Board Members,” or “Board” or “Trustees”) was, and is, a public entity, with its principal place of  
8 business in the City of Pleasanton, in Alameda County, California.

9 3. Venue is proper in this Court because the events, injuries and contract or  
10 agreements which give rise to this action occurred in the County of Alameda, California.

11 4. Plaintiff is ignorant of the true names and capacities of defendants sued herein as  
12 DOES 1 through 100, inclusive, and therefore sues said defendants by such fictitious names.  
13 Plaintiff will amend this complaint to allege their true names and capacities when ascertained.  
14 Plaintiff is informed and believes, and thereon alleges, that each of the fictitiously named  
15 defendants is responsible in some manner for the occurrences herein alleged, and that plaintiff’s  
16 losses, as herein alleged, were legally caused by the defendants, and each of them.

17 5. Plaintiff alleges that, except when otherwise stated, each of the defendants  
18 mentioned herein may have been the agent, employee, or representative of the remaining  
19 defendants, and acting within the course, scope and authority of the relationship, however that  
20 agency, employment or representation will be subject to evidence at trial, and without prejudice to  
21 plaintiff alleging to the contrary as facts are more accurately ascertained, and without prejudice to  
22 plaintiff amending any such allegation of agency, employment or representation.

23 6. Plaintiff is informed and believes and thereon alleges that defendant, BOARD OF  
24 TRUSTEES PLEASANTON UNIFIED SCHOOL DISTRICT, is the governing body of, and  
25 conducts business as, the Pleasanton Unified School District [also referred to as “PUSD” and the  
26 “District”], which has school and/or educational sites and locations throughout the City of  
27 Pleasanton, in Alameda County, including the Walnut Grove Elementary site [hereinafter “Walnut  
28 Grove Elementary” or “Walnut Grove” or “WGE”] located in or near Pleasanton, California.



1           7.       At all times relevant hereto unless otherwise alleged, plaintiff, VRANESH, was,  
2 and is, a male, credentialed administrator of the PUSD.

3           8.       Plaintiff is informed and believes and thereon alleges that at all times relevant  
4 hereto, defendant, PARVIN AHMADI [“AHMADI”], was and employed as the Superintendent of  
5 the defendant, PUSD. Defendant, AHMADI, is hereinafter variously sued in her official and  
6 individual capacities.

7           9.       Plaintiff is informed and believes and thereon alleges that at all times relevant  
8 hereto, defendant, LUZ CAZARES [“CAZARES”], was and is employed as the Deputy  
9 Superintendent of defendant, PUSD. Defendant, CAZARES, is also hereinafter variously sued in  
10 her official and individual capacities.

11          10.       Plaintiff is informed and believes, and upon such information and belief alleges,  
12 that defendants, and each of them, conspired and agreed among themselves to do the acts  
13 complained of herein and were, in doing such acts, acting pursuant to and in furtherance of said  
14 conspiracy, and each defendant sued herein is jointly and severally responsible and liable to  
15 plaintiff for the damages alleged herein.

16          11.       In or about August 2000, plaintiff, VRANESH, commenced his career in public  
17 education, and employment with defendant, PUSD, when defendant, PUSD, hired him as a  
18 certificated employee and teacher, in particular Special Education at its Hart Middle School site.

19          12.       In or about January 2004, defendant, PUSD, assigned and hired plaintiff,  
20 VRANESH, as a certificated administrator, in particular vice principal, at its Pleasanton Middle  
21 School site.

22          13.       In or about August 2011, defendant, PUSD, advised plaintiff, VRANESH, that the  
23 District’s needs and interests would best be served, and indeed needed, as a replacement principal  
24 at its Walnut Grove Elementary Elementary site.

25          14.       To effectuate the District’s decision to assign plaintiff, VRANESH, as the principal  
26 at its Walnut Grove site, pursuant to District policy and practice, on or about August 8, 2011,  
27 plaintiff, VRANESH, and defendant, PUSD, entered into a written “Administrative Employment  
28 Contract between the Pleasanton Unified School District and Jon Vranesh” [hereinafter

1 “Administrative Employment Contract”] providing, in relevant part, as follows:

- 2 • Plaintiff, VRANESH, was “elected to serve as Principal, Walnut Grove, for the  
3 2011-12 school year”;
- 4 • Plaintiff, VRANESH, agreed to execute those duties and responsibilities delegated  
5 to him by District policy, regulations and procedure;
- 6 • The Administrative Employment Contract “shall be terminated” only, in part, as  
7 follows:
  - 8  “Consistent with Administrative Regulation Section 2200, you [plaintiff,  
9 VRANESH] may be reassigned, demoted (changed from  
10 management/confidential position to a lower classification/range) or  
11 dismissed (separated from service) for specific reasons in accordance with  
12 the provisions of the Education Code and on the recommendation of the  
13 superintendent;” and
  - 14  “On discharge for cause, or any event that would justify suspending or  
15 revoking a credential, as set forth in the California Education Code.”

16 Plaintiff is informed and believes and thereon alleges that the Administrative Employment  
17 Contract did not set forth all the terms, conditions and privileges of plaintiff, VRANESH’s,  
18 employment relationship and overall employment contract with defendant, PUSD, as hereinafter  
19 further alleged.

20 15. Plaintiff is informed and believes and thereon alleges that before entering into the  
21 Administrative Employment Contract, the Superintendent AHMADI, Assistant Superintendent  
22 Cindi Galbo, then head of Educational Services, and Assistant Superintendent William Faraghan  
23 [“Faraghan”], failed to disclose, to plaintiff, VRANESH, the history, and then existing conditions,  
24 of hostility, division and teacher animosity at the Walnut Grove Elementary site.

25 16. After agreeing to assume the responsibilities of principal at the District’s WGE site  
26 pursuant to the Administrative Employment Contract, the District’s Assistant Superintendent,  
27 Faraghan, disclosed to plaintiff, VRANESH, for the first time that the reason defendant, PUSD,  
28 decided to specifically assign plaintiff, VRANESH, as the replacement principal at its Walnut

1 Grove site was because there were a “lot of personalities on the teaching staff, classified staff” and  
2 the District “Cabinet” needed someone at the WGE site with a “strong personality.”

3 17. After agreeing to assume the responsibilities of principal at the District’s WGE site  
4 pursuant to the Administrative Employment Contract, plaintiff, VRANESH, met Charles Young,  
5 WGE’s then out-going principal who plaintiff was assigned to replace, and Charles Young stated  
6 to plaintiff, VRANESH, that:

7 “I’m sure glad I’m not the principal at Walnut Grove now. I’m glad I’m getting out. I  
8 didn’t want to be the Principal here when you have to increase class size to 30:1. I don’t  
9 want to be the one who closed the Discovery Program. I don’t know what you  
10 [VRANESH] are going to do.”

11 18. Prior to August 2011, defendant, PUSD, supported and promoted a unique  
12 education program at the WGE site, known as the “Discovery Program.” After plaintiff,  
13 VRANESH, commenced his assignment as the WGE principal during the 2011-12 academic  
14 school year, whether the District would continue the “Discovery Program” at its WGE site became  
15 an ongoing controversial issue within the PUSD community. After considerable input from the  
16 WGE teaching staff, parents and community, plaintiff, VRANESH, recommended to the Board  
17 that the WGE Discovery Program be discontinued.

18 19. In or about March 2012, Superintendent AHMADI summoned plaintiff,  
19 VRANESH, to her office where she told Jon Vranesh that she was “taking heat” from the then  
20 School Board President, Joan Laursen, about the “Discovery” program at WGE, including  
21 plaintiff’s written findings and recommendations to the District’s Superintendent and its Board  
22 strongly recommending that defendant, PUSD, discontinue the Discovery Program.  
23 Superintendent Ahmadi stated that for personal reasons then Board President Laursen [“Laursen”]  
24 was a supporter of the Discovery Program. Superintendent AHMADI stated that Laursen accused  
25 plaintiff, VRANESH, of failing to include information favorable to continuing the Discovery  
26 Project in his earlier report and recommendations to the Board. In a hostile, tense and intimidating  
27 manner, Superintendent AHMADI raised her voice in an intimidating manner at plaintiff,  
28 VRANESH, stating: “Fuck...I thought you said that you had the support of your teachers for doing

1 this?"

2           20.     In response to Superintendent AHMADI's unprofessional, intimidating outburst,  
3 plaintiff, VRANESH, responded that he previously reported directly to her the requests,  
4 recommendations and indeed vote by the WGE teaching staff to close and end the Discovery  
5 Program.

6           21.     In truth and fact, plaintiff, VRANESH, previously reported to Superintendent  
7 AHMADI that the "Discovery" teachers approached him, to express that they voted to close the  
8 WGE Discovery Program. The WGE teachers directly involved in the Discovery Program  
9 concluded and reported to plaintiff, VRANESH, that they could not effectively continue on with  
10 the Discovery program with the ratio of 25 students to 1 teacher, and they definitely could not carry  
11 on with the demanding program with 30 students to 1 teacher as announced by defendant, PUSD,  
12 for the following year (2012-2013). At prior meetings with Superintendent AHMADI, plaintiff,  
13 VRANESH, further provided her with specific Discovery Program data showing that the program  
14 evolved to a specialty program consisting of mainly white, non-English Language Learners, non-  
15 special education students, further overwhelmingly presenting Superintendent AHMADI with a  
16 clear showing that the disparity in student placements was alarming, and indeed so-called  
17 "Traditional" WGE teachers reporting to plaintiff that "undesirable" students were transferred out  
18 of the Discovery Program to the "Traditional" side.

19           22.     As plaintiff and Superintendent AHMADI discussed the overwhelming factual and  
20 WGE staff support in favor of discontinuing the Discovery Program during the aforementioned  
21 meeting, Superintendent AHMADI became increasingly confrontational using her voice, body and  
22 facial gestures to intimidate and force plaintiff, VRANESH, to reconsider and indeed retract his  
23 recommendation to end the Discovery Program at WGE.

24           23.     As Superintendent, AHMADI, continued to use her best efforts to intimidate Jon  
25 VRANESH, he reminded Superintendent AHMADI that the entire WGE staff was also already  
26 being "taxed" with additional commitments and programs imposed by the District's "Cabinet."  
27 With Superintendent AHMADI's remarks toward plaintiff, VRANESH, intensifying she yelled  
28 that if it was not so early in her Superintendency, then she would be able to control the Board more

1 easily and she would not have to be as responsive; however, she had to be extremely careful in  
2 every decision she then made, making it clear to plaintiff, VRANESH, that he should change his  
3 views on the Discovery Program. With Superintendent AHMADI increasingly “pressuring” Jon  
4 VRANESH, he replied that the “Discovery” and traditional teachers, community and his own  
5 judgment caused him to conclude and recommend that the Discovery Program be discontinued,  
6 and he could not, in good conscience, retract his recommendation to the District’s Board, including  
7 then President Laursen discontinue the Discovery Program.

8         24. Plaintiff, VRANESH, is informed and believes and thereon alleges that from and  
9 after the aforementioned confrontational meeting with Superintendent AHMADI, he observed, and  
10 was subjected to, directly and indirectly, to the hostile, threatening and intimidating work  
11 environment at defendant, PUSD’s, so-called “cabinet” level, overseen and openly promoted under  
12 the management, direction and leadership of Superintendent AHMADI.

13         25. The District ultimately decided to terminate the “Discovery Program” at Walnut  
14 Grove Elementary.

15         26. Plaintiff is informed and believes and thereon alleges that a mere two (2) weeks  
16 after the start of the 2012-2013 school year, the WGE teaching staff expressed to plaintiff,  
17 Vranesh, that they felt extremely overwhelmed with added duties then being unilaterally imposed  
18 on them by the District. As an example, the then new “common core” initiatives and new  
19 standards, smarter balanced testing, and technology training sessions and duties were taxing and  
20 complicated. The WGE teaching staff fiercely questioned Superintendent AHMADI’s then  
21 “Instructional Rounds” initiative, complaining to the WGE principal [VRANESH] of being forced  
22 to undertake too many new initiatives under Superintendent AHMADI’s tenure, and the teachers  
23 expressed being overwhelmed causing a “push back” by the teaching staff.

24         27. Plaintiff is informed and believes and thereon alleges that at the same time, District  
25 principals, including plaintiff, VRANESH, found it difficult to motivate their staffs’ members to  
26 actively use the then new OARS student data information system, invest in instructional rounds,  
27 and participate in placing academic District-wide benchmarks for all elementary grade levels. The  
28 demands that the District increasingly imposed on WGE teachers overwhelmed the entire WGE

1 teaching staff, and the teaching staff projected their anger and frustration of feeling helpless onto  
2 their administrator and principal, namely plaintiff, VRANESH. The District office's further lack  
3 of support increasingly created an increasingly hostile work environment various school sites,  
4 including Walnut Grove Elementary.

5         28. The resulting serious staff and personnel issues created by the District's own  
6 initiatives, programs and policies were brought to the immediate attention of the District's  
7 Assistant Superintendent Odie Douglas ["Douglas"], including the view of District principals that  
8 the impact of the numerous new District programs and mandates was not a sustainable situation in  
9 the education environment without the District's Cabinet and Board level immediate support and  
10 guidance.

11         29. Rejecting the views of site principals, including plaintiff, that the District's  
12 programs were seriously impacting the staff morale and employee relations, Assistant  
13 Superintendent Douglas ordered that "we will press on" and accomplish Superintendent  
14 AHMADI's directives and programs without delay or other relief to employee relations and  
15 staffing issues. Notwithstanding requests by principals, including plaintiff, VRANESH, defendant,  
16 PUSD, offered no support or guidance to the principals on how best to relieve the increasing stress  
17 levels among the teaching staffs, further causing an even greater and deeper hostile relationship to  
18 develop at multiple District school sites, in particular between the District's certificated  
19 administrators and principals and their staffs, including at WGE.

20         30. In or about October 2012, while attending defendant, PUSD's, Facility Master Plan  
21 meeting at its Harvest Park site, Superintendent AHMADI confronted plaintiff, VRANESH and  
22 another administrator expressing that she could not understand, nor accept, why she was hearing all  
23 the complaining at sites over changes she implemented in the District and the hostility generated in  
24 the workplace. Plaintiff, VRANESH, and the other administrator respectfully and carefully replied  
25 to Superintendent AHMADI, recognizing her likely harsh reply and/or retaliatory or vindictive  
26 reaction toward them, that District teachers were feeling overwhelmed with the additional  
27 responsibilities that are being imposed on them. The administrators (including plaintiff) carefully  
28 advised Superintendent AHMADI that they preferred not to complain, but the administrators and

1 staffs were earnestly exhausted. Indeed, Superintendent AHMADI abrasively and aggressively  
2 replied: "What are those teachers complaining about ...we [all District administrators] work as  
3 hard as they do and you don't hear us complaining ... I'm working most weekends, and I'm not  
4 complaining."

5         31. In or about September 2012, WGE's only resource teacher, a male employee,  
6 resigned his employment because he was consistently "bullied" by certain dismissive, rude female  
7 teachers at the site. Without a resource teacher on staff, Walnut Grove Elementary and its students  
8 fell out of compliance, and plaintiff, VRANESH, promptly notified the District's special education  
9 department, without any resolution or solution or assistance. In addition at the time, plaintiff,  
10 VRANESH, further specifically informed the WGE teaching how the male resource teacher felt  
11 like he was "bullied" by them leading to his resignation. Refusing to acknowledge or recognize  
12 that the actions of certain members of the WGE teaching staff toward the male WGE resource  
13 teacher were improper and constituted "bullying," ultimately causing their teaching colleague to  
14 abruptly resign, the teaching staff blamed plaintiff for the resulting and continuing lack of a  
15 resource teacher at Walnut Grove Elementary.

16         32. Plaintiff, VRANESH, repeatedly brought issues relating to the lack of a qualified  
17 resource teacher on staff at WGE to the attention of "Downtown," e.g., the District's administrative  
18 "Cabinet," including Assistant Superintendents CAZARES, Faraghan and Douglas and  
19 Superintendent AHMADI, requesting immediate assistance with the issue, but the District again  
20 failed to reasonably respond or support the WGE school site. They were fully informed of the  
21 WGE site being out of compliance for special education services, yet the District did nothing.

22         33. Plaintiff is informed and believes and thereon alleges that in addition to Walnut  
23 Grove Elementary receiving no help or additional support whatsoever from the District office with  
24 regard to the then urgent need for a qualified resource teacher, WGE gained the reputation  
25 throughout the District for having "bullying" teachers with one District Program Specialist  
26 specifically commenting that: "Walnut Grove has the reputation across the District for having bully  
27 teachers." Jon Vranesh communicated this egregious situation to Superintendent Ahmadi, Odie  
28 Douglas ( Assistant Superintendent of Educational Services) and Bill Faraghan (Assistant

1 Superintendent of Human Resources)

2 34. Plaintiff is informed and believes and thereon alleges that a direct consequence of  
3 the defendant, PUSD's, lack of support to correct the resource teacher situation at WGE caused  
4 increasing anger and alienation among and within the WGE teaching staff and counselor who were  
5 disgruntled and dismayed that they did not have support for their students with special needs and  
6 IEP's who were not being properly or adequately served.

7 35. Beginning in the Fall of 2012, plaintiff, VRANESH, also reported to defendant,  
8 PUSD, the recurring filth and overall unclean conditions of WGE classrooms, and indeed  
9 plaintiff's disgust at the unsanitary and unsafe classroom environments at the WGE site. For  
10 example, in certain classrooms, plaintiff, VRANESH, found younger students sitting in dust and  
11 dirt on the classroom floors. On certain occasions, when he could not locate the responsible  
12 custodian, plaintiff, VRANESH, even found it necessary to find the school vacuum and personally  
13 vacuum the kindergarten and other nearby classrooms. Notwithstanding repeated requests to the  
14 District for custodial assistance, the District continued to refuse to take corrective action or  
15 otherwise promptly address the unclean, unsanitary and deteriorating classroom conditions at  
16 WGE.

17 36. In voicing his complaints to the District's cabinet-level, plaintiff, VRANESH,  
18 specifically emailed Superintendent AHMADI about the need for custodial help because WGE's  
19 afternoon custodian, V-----s S-----n, was not satisfactorily performing her cleaning/custodian duties.  
20 Nonetheless, the ongoing pattern of filthy rooms and unfinished and fully inadequate custodial  
21 cleaning continued at WGE.

22 37. Plaintiff, VRANESH, is informed and believes and thereon alleges that  
23 Superintendent AHMADI forwarded plaintiff's emailed complaint to Deputy Superintendent  
24 CAZARES who immediately called Jon Vranesh into her office. At their meeting, Deputy  
25 Superintendent CAZARES was cold, curt, and became verbally abusive of Jon Vranesh expressly  
26 stating: "How dare you [Jon Vranesh] go over my [CAZARES'] head on maintenance issues with  
27 the Superintendent;" and "You [plaintiff, VRANESH] were totally out of line and I will not  
28 tolerate it."



1           38.     Notwithstanding plaintiff's efforts to apologize for any misunderstanding on his part  
2 as to the Deputy Superintendent's facilities-related responsibilities, at his meeting with her, Deputy  
3 Superintendent CAZARES continued to verbally attack and demean plaintiff, VRANESH, citing  
4 rules about "hierarchy," who was "in charge" and the District's "chain of command." Throughout  
5 her confrontational verbal barrage and "tongue-lashing" of plaintiff, VRANESH, Deputy  
6 Superintendent CAZARES kept her office door closed. During the verbal assault, plaintiff,  
7 VRANESH, was so intimidated by the Deputy Superintendent CAZARES' tirade that he was  
8 convinced that she intended to immediately fire him instead of the real purpose of the meeting - to  
9 fix the issues causing the filthy, unacceptable conditions, adversely impacting WGE classrooms  
10 and educational environment for its students and staff. Plaintiff, VRANESH, defensively and  
11 repeatedly met Deputy Superintendent CAZARES' harsh accusations and threats with earnest  
12 apologies that he did not previously know she was in the hierarchy above Larry Lagatta and that  
13 plaintiff did not mean to disrespect, or undermine, her by going "over her head."

14           39.     Plaintiff is informed and believes and thereon alleges that the foregoing meeting  
15 where Deputy Superintendent CAZARES repeatedly demeaned and bullied plaintiff, VRANESH,  
16 represented first encounter with defendant, CAZARES, demonstrating her volatile, unprofessional,  
17 accusatorial and argumentative qualities and personality. From that point on, the event caused  
18 plaintiff to reasonably believe that Deputy Superintendent CAZARES was a dangerous and  
19 threatening person who could not be expected or trusted to reasonably support District  
20 administrators, but rather she was more concerned with her own power, position and reputation in  
21 the District, rather than constructively addressing, in a respectful manner, real issues at school sites  
22 such as WGE, and "fixing" problems adversely affecting the safe and protective environment  
23 essential to promoting appropriate educational environments at the District's school sites, and what  
24 was in the best interests of the District, especially its students and site employees.

25           40.     At no time in her berating plaintiff, VRANESH, at their meeting, did CAZARES  
26 address the custodial issues relating to WGE's afternoon custodian, V-----s S-----n, not satisfactorily  
27 performing her cleaning/custodian duties and adversely impacting Walnut Grove's teaching staff  
28 and students, but rather, Deputy Superintendent CAZARES used the meeting to demonstrate her

1 power to lead by intimidation, and further the creation of an increasingly hostile work  
2 environment.

3 41. Plaintiff is informed and believes and thereon alleges that during the period  
4 November 2012 through June 2013, WGE teaching staff repeatedly complained to plaintiff,  
5 VRANESH, that a classified employee, V-----s S----n, continued to create an “unsafe” situation,  
6 describing sabotage of their classrooms and intimidation; however, the teachers refused to  
7 document their complaints, insisting that they would “file a grievance [against plaintiff,  
8 VRANESH] if safety is not being looked out for by” plaintiff, VRANESH.

9 42. On or about December 12, 2012, the classified employee, V-----s S----n, informed  
10 plaintiff, VRANESH, that she “made her Dad/Union Rep aware of” her ongoing conflicts with the  
11 WGE teachers, who were members in another union, namely the Association of Pleasanton  
12 Teachers [“APT”].

13 43. On or about December 20, 2012, notwithstanding the unwillingness of the WGE  
14 teaching staff to document or otherwise provide plaintiff, VRANESH, with any documentation of  
15 misconduct or poor performance by V-----s S----n and with a strong interest in assuring the safety  
16 of his teaching staff and students, plaintiff spoke directly with V-----s S----n about previously  
17 expressed concerns and complaints made to him by teaching staff. In his face-to-face meeting, V--  
18 ---s acknowledged that there was “tension,” but that teachers exhibited “pure rudeness” toward her,  
19 and they looked down on her because of the way that she physically looked or appeared to them.

20 44. In or about May 2013, plaintiff, VRANESH, reported to the District that another  
21 WGE female staff member was creating a hostile work environment and significantly disrupting  
22 WGE school business. While the defendant, PUSD, ultimately issued an official “Warning of  
23 Unsatisfactory Performance” to the female employee dated May 29, 2013, the District refused  
24 plaintiff’s request that the disruptive employee be removed or transferred from the Walnut Grove  
25 Elementary site or otherwise intervene to either investigate or take prompt corrective action  
26 relative to the hostile and harassing employee conduct at the Walnut Grove Elementary site; but  
27 rather defendant, PUSD, permitted the disrupting employee to continue her employment at the  
28 WGE site for the next 2013-14 school year.

1           45. For nine (9) months and through June 2013, the WGE campus classrooms  
2 continued to be unacceptably dirty and untidy. After multiple meetings with the defendant,  
3 PUSD's, Director of Maintenance and the site's Lead Custodian regarding how V-----s S-----n  
4 could better perform her duties to clean classrooms, the Director of Maintenance inquired if V-----s  
5 S-----n was, in fact, attending and completing her entire shift in cleaning the campus. Finally, on  
6 June 4, 2013, the District's Director of Maintenance visited the WGE site at approximately 7:45  
7 P.M. to confirm that the night custodian, V-----s S-----n, was at her work station, and she was not on  
8 site. As a result, rather than the District's Cabinet directly addressing the continued custodial and  
9 related issues, Assistant Superintendent Faraghan directed plaintiff, VRANESH, to do "stakeouts"  
10 on V-----s S-----n to see if she is leaving early.

11           46. Because plaintiff, VRANESH's then work responsibilities already required him to  
12 devote 11 to 12 hour per day to his routine administrative responsibility at the WGE, he expressed  
13 to Assistant Superintendent Faraghan that "stakeouts" did not fall within his regular duties, further  
14 noting that defendant, PUSD's, Maintenance Department and Human Resources' responsibilities  
15 included direct nighttime custodial supervision, oversight and evaluation. Over plaintiff,  
16 VRANESH's, strong objection, Assistant Superintendent Faraghan ordered that plaintiff,  
17 VRANESH, to personally conduct "stakeouts" of V-----s S-----n. Assistant Superintendent  
18 Faraghan communicated that he specifically wanted to take the pressure off the Director of  
19 Maintenance and his own department, namely Human Resources, because Valexis Sutton's Father,  
20 Alex Sutton, served on the classified negotiations team as the President of defendant, PUSD's,  
21 Classified Union.

22           47. On June 12, 13 and 17, plaintiff, VRANESH, and/or other persons, inspected the  
23 WGE campus at 9:23 PM, 9:25 PM and 9:15 PM, respectively, and V-----s S-----n was not present  
24 on campus. On June 17, 2013, plaintiff and Mark McCoy checked the Walnut Grove campus at  
25 9:15 PM, and even "walked the campus," and V-----s S-----n was not at her assigned work station;  
26 departing campus after 10:35 PM, V-----s S-----n was still not at her work station.

27           48. Plaintiff is informed and believes and thereon that as of on or about September 24,  
28 2013, defendant, PUSD, concluded that its employee, V-----s S-----n, repeatedly falsified her

1 District timecards. Nonetheless, plaintiff, PUSD, intentionally elected and decided not to  
2 discipline or terminate V-----s S----n.

3 49. Plaintiff is further informed and believes and thereon alleges that the defendant,  
4 PUSD's, Director of Maintenance informed plaintiff, VRANESH, that Deputy Superintendent  
5 CAZARES specifically reported to him that Superintendent AHMADI announced that the PUSD  
6 Board would not approve the termination or discipline of V-----s S----n, especially because her  
7 father was president of PUSD's Classified Employee Union, further stating that Superintendent  
8 AHMADI also feared expected negative publicity if V-----s S----n was disciplined or terminated.

9 50. Superintendent AHMADI confirmed to plaintiff, VRANESH, that she would  
10 terminate V-----s S----n's employment, but she did not think she could get the Board's, e.g., the  
11 PUSD Trustees', approval. As a direct result, V-----s S----n returned as the WGE janitor after  
12 being on paid suspension.

13 51. Plaintiff is further informed and believes and thereon alleges that the return of V----  
14 -s S----n to WGE caused WGE teachers, especially in certain grade levels and locations on campus,  
15 to be extremely angry at, and increasingly hostile toward plaintiff, VRANESH, even vehemently  
16 expressing that they felt "victimized" and "shocked." The certificated teachers especially  
17 responded to plaintiff, VRANESH, that "no one" was "listening" to them.

18 52. Plaintiff is further informed and believes and thereon alleges that the return of V----  
19 -s S----n to WGE further exacerbated an increasingly confrontational, volatile and rebellious work  
20 environment at Walnut Grove Elementary. For instance the complete lack of support by defendant,  
21 PUSD's, so-called (executive level) Cabinet to support or direct necessary personnel changes or  
22 assure that its own policies and standards were maintained, including to assure minimal safe  
23 working conditions and a clean/sanitary/safe physical plant at WGE, fully eroded the credibility  
24 and authority of the site principal - plaintiff, VRANESH. Defendant, PUSD's, failure to support  
25 its administrators, in implementing the District's own directives and policies, directly caused  
26 increasing friction between and among the certificated teaching and classified employee staff  
27 member and plaintiff, VRANESH.

28 53. Plaintiff is further informed and believes and thereon alleges that during the period

1 2012 through 2014, defendant, PUSD's, actions and inaction, promoted a systemic dysfunctional  
2 educational organization where its employees openly rejected their site principal's authority, and  
3 taking unilateral actions at the WGE, and other sites, intended to serve their own self-interests,  
4 instead of the District's goals, with teaching and/or classified staff flaunting direction from their  
5 supervising administrators vital to assuring that organizational discipline and cohesion was  
6 maintained, especially during a period that the District was so dramatically implementing new  
7 policies and direction.

8         54. Plaintiff is further informed and believes and thereon alleges that on or about  
9 October 1, 2013, plaintiff, VRANESH, met with defendant, CÁZARES (Deputy Superintendent)  
10 after a "K-12 Principal" meeting, to discuss how V-----s S-----n created an unsafe working  
11 environment for the WGE campus staff and its younger students. By that point in time, V-----s S---  
12 -n's actions contributed to an environment of fear on the WGE campus, in part, because of teacher  
13 harassment, falsified her timecard(s), leaving hours early from work shifts and WGE students  
14 sitting in filth in their designated classrooms because of failure to perform assigned custodial  
15 duties.

16         55. Plaintiff is further informed and believes and thereon alleges that on that and other  
17 occasions, defendant, CAZARES, spoke harshly and unprofessionally to plaintiff, VRANESH,  
18 repeatedly using the sexually explicit and offensive "F-word" several times, and creating an openly  
19 hostile work environment.

20         56. Plaintiff is further informed and believes and thereon alleges that in their face-to-  
21 face meeting on October 1, 2013, defendant, CAZARES, made it clear that she wanted V-----s S---  
22 -n off "HER facilities team." She further yelled to plaintiff, VRANESH, that was HIS "job to do,"  
23 that is to get V-----s S-----n "off" her team!

24         57. Defendant, CAZARES, raised her voice to plaintiff, VRANESH, stating: "Let me  
25 make this perfectly clear, I want her the FUCK off my team!" She followed that expletive  
26 declaring to plaintiff, VRANESH: "I want you to understand that she has NO FUCKING place on  
27 my team!"

28         58. At that time, defendant, CAZARES, further ordered plaintiff, VRANESH, in a loud,

1 demanding, intimidating voice that she wanted to personally handle the “PM (afternoon) custodian  
2 situation” within her department - not Human Resources, because Assistant Superintendent  
3 Faraghan “screwed it up!” She lamented aloud to plaintiff, VRANESH that: “HR is  
4 incompetent;” and HR “fucked it up,” referring to its failure to properly handle the V-----s S-----  
5 caused and related ongoing issues at WGE!

6           59. Plaintiff is further informed and believes and thereon alleges that he specifically  
7 informed Deputy Superintendent CAZARES that the reason principals were unable to effectively  
8 discipline unsatisfactory classified staff or certificated teachers within defendant, PUSD, was  
9 because the applicable unions immediately complained, and then “downtown” (Superintendent  
10 AHMADI and her “Cabinet”) routinely failed and refused to support or back up the site  
11 administrators. Plaintiff, VRANESH, even expressed to defendant, CAZARES, his “serious”  
12 concerns that the defendant, PUSD’s, downtown “Cabinet” would ultimately retaliate against him  
13 for his directness.

14           60. Plaintiff is further informed and believes and thereon alleges that his meeting with  
15 defendant, CAZARES, concluded with her: staring at plaintiff, VRANESH; stating that she wanted  
16 to handle V-----s S-----n’s situation within her department; she would “do things right this time;”  
17 and she did not anticipate V-----s S-----n being on her “team” for much longer, and if she was, then  
18 “we” would have a problem” - - meaning a problem between defendant, CAZARES, and plaintiff,  
19 VRANESH.

20           61. Throughout the October 1<sup>st</sup> meeting, defendant, CAZARES, repeatedly used the  
21 sexual and offensive word, “f- - k.” CAZARES voiced strongly that she disagreed with how  
22 Superintendent AHMADI and Assistant Superintendent Faraghan handled the V-----s S-----n  
23 matter, stating without hesitation and loudly that “if [she] had her way, Ms. S-----n would be fired!”  
24 At all times during his meeting with defendant, CAZARES, plaintiff, VRANESH, felt trapped in  
25 her office, harassed, intimidated, belittled and discriminated against, in particular as a male  
26 employee within the District.

27           62. As of his meeting with defendant, CAZARES, on October 1, 2013, plaintiff,  
28 VRANESH, did not know, nor did defendant, PUSD, disclose to him, that only four (4) days

1 earlier, on September 26, 2013, the District’s Attorney Kim Bogard advised the State of  
2 California’s Office of Administrative Hearings that defendant, PUSD, was “requesting that the  
3 hearing [in the employment matter entitled: *Pleasanton Unified School District v. Valexis Sutton*,  
4 bearing *OAH Case No. 2013080269*] of October 14, 2013 be taken off calendar. The parties have  
5 reached a settlement in this matter.”

6 63. Plaintiff is informed and believes and thereon alleges that the above-referenced  
7 *Pleasanton Unified School District v. Valexis Sutton* matter arose from the following events and  
8 facts which defendant, PUSD, and attorney Kim Bogard, failed to ever disclose to plaintiff,

9 VRANESH:

- 10 • That on June 20, 2013, Alex Sutton and the California School Employees  
11 Association filed a labor grievance against PUSD, on behalf of Valexis Sutton;
- 12 • That on August 1, 2013, PUSD filed a complaint with the Office of Administrative  
13 Hearing entitled: *Pleasanton Unified School District v. Valexis Sutton, OAH Case*  
14 *No. 2013080269*, and requested a hearing date be set for October 14, 2014 and
- 15 • On September 16, 2013, PUSD (through its Assistant Superintendent Faraghan) and  
16 Valexis Sutton entered into a “Last Chance” Agreement, and Valexis Sutton, the  
17 California School Employees Association, and Alex Sutton withdrew, in writing,  
18 “the Grievance filed on behalf of Valexis Sutton on June 20, 2013 ...with  
19 prejudice.”

20 64. Plaintiff is informed and believes and thereon alleges that in or about September  
21 2013 with the beginning of the 2013-2014 school year, the then newly hired WGE resource teacher  
22 complained to plaintiff, VRANESH, that she too experienced passive bullying by certain WGE  
23 teachers regarding “pushing in” and “pulling out” of resource students into classrooms. As a direct  
24 result, plaintiff, VRANESH, immediately met with each of teachers and the resource teacher  
25 together to openly discuss issues or roadblocks with restructuring WGE’s resource program.  
26 During those meetings, plaintiff expressly, emphatically and clearly explained to the WGE teachers  
27 that Superintendent AHMADI and Assistant Superintendent Douglas specifically directed District  
28 certificated employees to adopt the described method of delivery for special education.

1 Notwithstanding plaintiff's explanation of PUSD policy, the WGE teachers later unilaterally  
2 continued to passively resist cooperating in adopting the District's prescribed methods.

3         65. Plaintiff is informed and believes and thereon alleges that the continued obstinance  
4 and lack of cooperation by certain members of the WGE teaching staff who refused to follow the  
5 District's restructured resource program led the WGE resource teacher to conclude that: "WGE's  
6 staff is so rooted in their ways - everyone wants to be the 'boss.'" Nonetheless, when plaintiff,  
7 VRANESH, attempted to assure that the certificated teachers under his supervision were held to  
8 reasonable, professional standards as educators in the District, and complied with the newly  
9 adopted District policies, including mandated special education protocols, Human Resources and  
10 the District's Cabinet, failed to support and sustain plaintiff's efforts to hold the recalcitrant  
11 teachers accountable.

12         66. Plaintiff is further informed and believes and thereon alleges that on or about  
13 October 8, 2013, defendant, PUSD's, elementary site principals attended an off-site informal  
14 meeting to discuss the lack of support from District, lack of trust, fear, lack of forum within the  
15 District to present ideas, and fear of retaliation from the District's Cabinet. All attending principals  
16 expressed that they are working in a hostile work environment without support from upper  
17 management, namely defendant, PUSD's, so-called Cabinet.

18         67. Plaintiff is further informed and believes and thereon alleges that on or about  
19 October 16, 2013, plaintiff's immediate supervisor, Assistant Superintendent of Educational  
20 Services visited the WGE campus. He specifically asked plaintiff about a certificated teacher, K--  
21 P----s, and how she was performing as a teacher. They then walked through K-- P----s' room, and  
22 Douglas stated that he was "unimpressed." Following discussion of K-- P----s' performance,  
23 Assistant Supervisor Douglas and plaintiff agreed that she was a sub-par teacher.

24         68. In the context of under-performing employees and related issues, plaintiff,  
25 VRANESH, then expressed to Assistant Superintendent Douglas that he had something that was  
26 "hard to talk about," and that he wanted to engage in a "courageous conversation" because he was  
27 "worried about the health of our District." Plaintiff, VRANESH, next mentioned that principals  
28 need a forum to talk to the District's Cabinet about critical issues to the District and in particular



1 severely impacting the District's school sites, and in particular the unreasonable stresses being  
2 placed on the certificated and non-certificated/classified employees and administrators by the  
3 District's Cabinet. Plaintiff specifically informed Assistant Superintendent Douglas that the  
4 prevailing reasons District site principals routinely failed to discipline ineffective certificated  
5 teachers and classified staff, including reluctance to discipline and even remove unsatisfactory  
6 teachers and classified staff, was caused by the following issues: the District's teacher and  
7 classified unions provoked agitation challenging any and all adverse personnel complaints and  
8 actions, especially performance and discipline related issues, involving their members; and that  
9 "Downtown abandons administrators," failing to provide either the administrative or logistical  
10 support to proactively address the performance or discipline matters. When Assistant  
11 Superintendent Douglas pointedly asked the reason plaintiff, VRANESH, stated that about  
12 "Downtown," plaintiff respectfully explained:

13 "Well, my school is filthy; the students sat in filth during the entire last school year. My  
14 night time custodian refuses to follow the direction of my lead custodian and follow the  
15 official cleaning schedule; she is causing fear in my kindergarten, first grade and now my  
16 third and fourth grade teachers. Additionally, it's been proven that she has falsified her  
17 timecard by the school district - still she is not fired."

18 69. Assistant Superintendent Douglas challenged plaintiff, VRANESH's, expressed  
19 views and observations; however, plaintiff further explained that based on his recent experiences  
20 that this was "just the most recent example of unions running the District, and that the  
21 administrators system-wide in the District had no confidence that any teacher or classified  
22 employee reprimand or discipline would be supported by the 'Superintendent or her Cabinet.'" Plaintiff, VRANESH, further took the occasion to further specifically apprise Assistant  
23 Superintendent Douglas of his own experiences at Walnut Grove Elementary where the WGE  
24 teachers were "extremely angry" at plaintiff for seemingly being ineffective at not even able to get  
25 basic custodial services at WGE. Plaintiff, VRANESH, pointed out to Mr. Douglas the ongoing,  
26 long-term employment issues specifically relating to the nighttime custodian, V-----s S-----n,  
27 causing unclean and unsafe conditions at WGE, with no apparent support or effective action by the  
28

1 District's Human Resources, and the District's non-responsiveness caused plaintiff, VRANESH, to  
2 keep taking the unwarranted criticism from the WGE staff, over situations he was actively trying to  
3 correct, when the District's hierarchy, namely the District's Cabinet, continued to offer no support  
4 to plaintiff to relieve and resolve these very basic needs of Walnut Grove Elementary's students  
5 and employees.

6 70. On October 17, 2013, Jon Vranesh met with K-- P----s and Peggy Carpenter,  
7 President of PUSD's certificated teacher's union [the APT], regarding her interactions with V-----s  
8 S----n. At that meeting, K-- P----s reported to Jon Vranesh that:

- 9 • "She [V-----s S----n] was documenting everything and she had already called into a  
10 labor person to notify them about what [K-- P----s] did and said. I [K-- P----s]  
11 suggested that perhaps I [K-- P----s] should notify my [K-- P----s'] union rep [Peggy  
12 Carpenter]. V-----s [S----n] made me [K-- P----s] feel unsafe."; and
- 13 • V-----s S----n told K-- P----s that there was "stuff going on at our school and (heated  
14 when she said this) she was documenting everything" and she had already called  
15 into a labor person to notify them about what K-- P----s did and said. V-----s S----n  
16 suggested she should notify her union representative.

17 71. The following day, on October 18, 2013, Superintendent AHMADI phoned  
18 plaintiff, VRANESH, stating that she received a call from the APT (teachers' union) President,  
19 Peggy Carpenter ["Carpenter"], who claimed that Jon Vranesh used the "b - - - h" and "c - - t"  
20 words with somebody in the workplace. Plaintiff, VRANESH, responded with words to the effect:  
21 "What!? That is crazy! That is outrageous!" Superintendent AHMADI stated in words to the  
22 effect that: "I know. That is not you. I never have heard you say those words. It is just crazy!"  
23 Thereupon, Superintendent AHMADI directed plaintiff to "meet with Peggy Carpenter and hear  
24 her out."

25 72. On October 21, 2013, plaintiff met with the union president, Peggy Carpenter, to  
26 discuss "alleged statements." Plaintiff, Vranesh, told Peggy Carpenter that these accusations were  
27 false and that they were outrageous. Carpenter stated that she intended to "hold another meeting"  
28 on WGE's campus about the alleged statements, and plaintiff reminded Carpenter, who

1 acknowledged, that there was a complaint process that should be followed if an employee had an  
2 issue.

3 73. On October 24, 2013, plaintiff met with the District's Human Resources relative to  
4 the emerging employment disputed between the classified employee, V-----s S-----n, and the  
5 teacher, K-- P-----s. They discussion centered around questions drafted and sent by the District's  
6 attorney, Kim Board, including the following:

- 7 • In relation to teacher, K-- P-----s, reporting that she felt "uncomfortable and  
8 intimidated," the reason that the V-----s S-----n informed Ms. P-----s that she was  
9 "documenting everything" and contacting a "labor person to notify them;" and
- 10 • "Are there issues of tension between you [V-----s S-----n] and any other staff  
11 members at this time?"

12 While meeting with defendant, CAZARES, later that day, Deputy Superintendent CAZARES  
13 telephoned the District's attorney, Kim Bogard, placing the call on her speaker phone.

14 74. Plaintiff is informed and believes and thereon alleges that later on October 24, 2013,  
15 APT president, Carpenter, held an APT site meeting at Walnut Grove Elementary with its teachers.  
16 Plaintiff is informed and believes and thereon alleges that during that meeting was intended to, and  
17 did, produce a mob mentality reporting style in which WGE teachers were asked to raise their hand  
18 as a group if:

- 19 • The teachers ever disagreed with Jon Vranesh; or
- 20 • If Jon Vranesh said anything that they did not like; or
- 21 • If Jon Vranesh have ever said anything "bad" about anyone.

22 75. During the evening of October 24, 2013, Assistant Superintendent Faraghan  
23 telephoned plaintiff to advise him to report to the District Office the next morning.

24 76. On October 25, 2013, plaintiff, VRANESH, met with Faraghan and Superintendent  
25 AHMADI, who told him that he was placed on "administrative leave" At the meeting, plaintiff  
26 inquired whether a complaint had been filed, and Assistant Superintendent Faraghan replied:  
27 "No."

28 77. On October 28, 2013, plaintiff, VRANESH, emailed Dr. Faraghan and Ms. Ahmadi

1 as follows:

2            “It is now clear that the manner in which the District placed me on administrative  
3 leave has caused rumors to be made across the Walnut Grove campus. My reputation is  
4 being seriously damaged and I have grave concerns at the toll and disruption this is taking  
5 on my school, including staff, students, and my school community.

6            I am also writing to inquire about the status of my administrative leave and the  
7 current status of any investigation. I believe the longer this goes on, the greater the  
8 potential for more damaging rumors to occur. With that said, it is exacerbating the slander  
9 of my professional reputation. The situation now appears to be getting out of control.

10           I would appreciate an update as soon as possible as to how the district is  
11 proceeding.”

12           78. Plaintiff is informed and believes and thereon alleges that on or about October 28,  
13 2013, APT president, Carpenter, distributed a District email addressing plaintiff, VRANESH,  
14 being placed on administrative leave which stated the following:

15           “Your association (APT) has also been trying to insure you all have a safe working  
16 environment at Walnut Grove. This process is part of that effort. Remember, ‘An injury to  
17 one is an injury to all.’”

18           79. On October 29, 2013, as directed by defendant, PUSD, to appear at the District’s  
19 offices to be interviewed, plaintiff, VRANESH, met with Assistant Superintendent Faraghan and  
20 Deputy Superintendent CAZARES, to be interviewed as to any and all complaints by the District  
21 against him. At the start of the meeting, Faraghan expressly stated and admitted that no complaint  
22 was filed or otherwise pending against plaintiff, VRANESH, but that there were “allegations and  
23 concerns.” Faraghan and defendant, CAZARES, refused to specify any of the “allegations or  
24 concerns.” The meeting ended with Faraghan and defendant, CAZARES stated to plaintiff,  
25 VRANESH, that they were not prepared to proceed with the purported interview. Faraghan and  
26 defendant, CAZARES, failed and refused to ask plaintiff, VRANESH, even one question at the  
27 meeting notwithstanding that the expressly stated purpose of the meeting was to “interview”  
28 plaintiff, VRANESH.

1           80. Plaintiff is informed and believes and thereon alleges that at the same time plaintiff,  
2 VRANESH, attended his interview at the District's Office by Faraghan and defendant, CAZARES,  
3 defendant, AHMADI, met nearby at 3:00 p.m. at a "Special Meeting" for "all Principals (not vice-  
4 principals)."

5           81. On or about October 29, 2013, plaintiff, Vranesh requested, in writing, that the  
6 District provide him with any and all documentation that related to the adverse personnel action, or  
7 threatened action, including but not limited to his then recent placement on administrative leave.  
8 In his written demand to defendant, PUSD, he stated the following:

- 9           • "[A]s Mr. Vranesh assesses his options in carrying out his responsibilities to Walnut  
10 Grove Elementary and the District and moving forward with his career, as well as  
11 protecting his professional reputation, there is considerable information that we  
12 need to review and evaluate, including information vitally contained in the  
13 employer's personnel files pertaining to Jon Vranesh, including but not limited to  
14 information that support the District's recent decision to place Mr. Vranesh on  
15 administrative leave, proceed with any investigation into his performance, and the  
16 like";
- 17           • Defendant, PUSD, should "construe this letter as Mr. Vranesh's request to inspect  
18 his personnel file and all records at Pleasanton Unified School District, including  
19 but not limited to the documentation supporting his recent administrative leave and  
20 any other aspects of his employment within the District. As you likely know, under  
21 *California Labor Code, §1198.5*, every employee has the right to inspect his  
22 personnel records that the employer, in this case the District, maintains relating to  
23 Vranesh's employment, including his present administrative leave";
- 24           • "The definition of 'personnel file' is broad, and intended to include any record used  
25 by the employer, in this case Pleasanton Unified School District, to make any  
26 personnel decision about an employee such as anything used to determine the  
27 employee's qualifications for employment, additional compensation, or other  
28 disciplinary or employment action, wherever located. *Wellpoint Health Networks*,

1 *Inc. v. Superior Court (1997) 59 Cal. App. 4<sup>th</sup> 110, 120, 124-125.”;*

- 2 • The California Labor Commissioner further interprets the term “records” to include  
3 a comprehensive set of documents including notices of commendation, warning,  
4 discipline, or termination; grievance or unfair labor practice documents; and any  
5 other documentation that relates to any adverse personnel action, or threatened  
6 action. The foregoing necessarily includes all notes and writings to justify any  
7 reasons for District placing Mr. Vranesh on administrative leave, including  
8 investigation notes, complaints, comments, emails, and the like.”
- 9 • “[I]f an employee’s “records” are located in more than one location, or among  
10 various offices or supervisors, then all those “records,” files or writings must be  
11 made available for inspection by the employee, in this case, Mr. Vranesh.”
- 12 • “Kindly advise our office not later than Thursday, October 31, 2013, of a date, time  
13 and location when Mr. Vranesh can review his personnel records especially  
14 justifying the District’s recent and continuing personnel action pertaining to his  
15 employment as principal at Walnut Grove Elementary School.”

16 82. In addition, on or about October 29, 2013, plaintiff, Vranesh requested, in writing,  
17 that the District defend and indemnify him in relation to any purported claims being made, or to be  
18 made, against him that arose in the course and scope of his carrying out duties as an employee of  
19 the District. In part, plaintiff specifically stated that:

20 “Jon Vranesh will necessarily be compelled to vigorously defend himself against any and  
21 all potential claims against him. In view of the ongoing claims either made, or being made,  
22 against our client by reason of purported acts or omissions carried out by him in the course  
23 and scope of his employment, and in particular as may be alleged then Mr. Vranesh makes  
24 this request for his defense under California statutory law deals, to a limited extent, with the  
25 obligation of the employer to indemnify its employees. In particular, *Labor Code, §2802*,  
26 expressly provides that: ‘An employer shall indemnify his employee for all the employee  
27 necessarily expends or loses in direct consequence of the discharge of his duties as such ...  
28 even though unlawful,...’”

1           83.     On or about October 30, 2013, plaintiff, VRANESH, submitted a written complaint  
2 to the District addressed to Bill Faraghan, with copies also provided to Superintendent AHMADI  
3 and Deputy Superintendent CAZARES, in relation to the following specific matters:

- 4           •     Failure of the District to take action on plaintiff, VRANESH's, earlier reports of  
5 safety issues, including "intimidation of teachers, within Walnut Grove  
6 Elementary";
- 7           •     Retaliation against J. Vranesh for reporting safety issues, including intimidation of  
8 teachers, within Walnut Grove Elementary;
- 9           •     Failing to act in good faith and deal fairly with plaintiff, VRANESH;
- 10          •     Placing Jon Vranesh on administrative leave without good cause;
- 11          •     Failing to conduct an investigation of plaintiff, VRANESH, as principal of Walnut  
12 Grove Elementary, or otherwise, that was appropriate under the circumstances,  
13 including the District's lack of reasonable grounds for believing that VRANESH  
14 had engaged in any actionable misconduct;
- 15          •     Taking adverse personnel action against Jon Vranesh without a reasoned  
16 conclusion, supported by substantial evidence;
- 17          •     Failing to provide notice to its employee, Jon Vranesh, of any claimed misconduct  
18 and further failing to afford the employee, Jon Vranesh, an opportunity for the  
19 employee to respond;
- 20          •     Defamation, including acts to aid and abet the defamation, including libel and  
21 slander of J. Vranesh;
- 22          •     Conflicts of interest, including relative to any purported investigation of J. Vranesh;
- 23          •     Harassment;
- 24          •     Intimidation; and
- 25          •     Discrimination - in terms and conditions of employment.

26           84.     On October 31, 2013, defendant, PUSD's, attorney, Kim Bogard, notified plaintiff,  
27 VRANESH, that the District was "conducting an investigation into allegations that Jon Vranesh  
28 created a hostile work environment" further notifying that he was "directed to attend an interview

1 with District Investigator, Shon Davidson” on November 8, 2013.

2 85. On October 31, 2013, defendant, PUSD’s, attorney, Kim Bogard, notified plaintiff,  
3 VRANESH, that plaintiff, VRANESH’s “demand that the District indemnify and defend [him] is  
4 premature,” and the District refused, and continued to refuse, to defend or indemnify plaintiff,  
5 VRANESH, in relation to any purported claims of “wrongdoing” insofar as he acted as an agent of  
6 the District.

7 86. On November 6, 2013, by letter from Faraghan, defendant, PUSD, advised plaintiff,  
8 VRANESH, that:

- 9 ▪ “There are no charges pending against you [Jon Vranesh];” and
- 10 ▪ “The District fails to understand [plaintiff, VRANESH’s, request for an indemnity  
11 agreement] as there is nothing to indemnify [him] for.”

12 87. Plaintiff is informed and believes and thereon alleges that on November 6, 2013,  
13 APT president, Carpenter, confirmed, in writing, that it was a teachers union’s “APT meeting,  
14 Thursday, 10/24, which led to your Principal [Jon Vranesh] being on [administrative] leave.”

15 88. Plaintiff is further informed and believes and thereon alleges that on November 8,  
16 2013, the District’s hired private investigator, Shon Davidsen [“Davidsen”], interviewed plaintiff,  
17 VRANESH, at the District’s office with the District’s attorney, Kim Bogard, attending. The  
18 interview was harsh and confrontational.

19 89. Plaintiff is further informed and believes and thereon alleges that at the beginning of  
20 his November 8<sup>th</sup> interview, defendant, PUSD’s, attorney, Kim Bogard, stated that there was a  
21 “complaint” against plaintiff, but it was not “in writing,” but rather, there was a “pending”  
22 complaint, repeatedly refusing to clarify, confirm or what “pending” meant. From their initial  
23 comments to plaintiff, Davidsen and attorney Bogard attempted to intimidate plaintiff, for instance,  
24 instructing him that if he did not sign a written document before proceeding with the interview,  
25 then he could be found “insubordinate” by defendant, PUSD.

26 90. On November 8, 2013, through a so-called “private investigator,” plaintiff,  
27 VRANESH, was interrogated for approximately 3 hours. The interview room had no air  
28 conditioning; the interviewer, Davidsen, refused to disclose any specific charges or complaints



1 against plaintiff, and throughout the interview, he was accusatorial, interrupting responses; the  
2 interviewer, Davidsen, lacked any reasonable appreciation of working within an education system,  
3 especially PUSD; Davidson was antagonistic and a bully throughout the interview, and his  
4 questions were skewed and incomplete, not allowing plaintiff, VRANESH, to fully and completely  
5 express his points clearly, referring to plaintiff, VRANESH's reasoning and responses as  
6 "pedestrian," or words to that effect.

7 91. Plaintiff is further informed and believes and thereon alleges that defendant, PUSD,  
8 failed to follow its own written policies, for instance, treating plaintiff, VRANESH's, complaints  
9 differently than it treated, handled and processed alleged complaints made by its female employees,  
10 including by and through the teachers' union, the APT, and differently than complaints, including  
11 for alleged "hostile working environment" against female administrators. In addition, to plaintiff's  
12 information, belief and understanding, there was no written complaint from the teacher's union or  
13 female employee as of the dates plaintiff, VRANESH, was placed on administrative leave or  
14 interviewed by Davidson.

15 92. At conclusion of his interview, Davidsen specifically advised plaintiff, VRANESH,  
16 to submit the names of any additional persons that the District should interview. Plaintiff promptly  
17 provided defendant, PUSD, with 7 specific names of persons who should be interviewed,  
18 especially to evaluate the credibility and accuracy of statements either relating to plaintiff,  
19 VRANESH, Walnut Grove Elementary or related incidents within the District. Plaintiff is further  
20 informed and believes and thereon alleges that defendant, PUSD, failed and refused, and continue  
21 to fail and refuse, to interview those persons, in particular for reasons that are arbitrary, capricious,  
22 unfair, pretextual, retaliatory, discriminatory and in bad faith.

23 93. More than 3-weeks after being placed on administrative leave, on November 18,  
24 2013, defendant, PUSD, directly provided written notice to plaintiff that he was "placed on  
25 administrative leave pending investigations into allegations that [he] created a hostile work  
26 environment," and in a letter from Assistant Superintendent Faraghan to plaintiff, stating that:

27 • During his administrative leave, plaintiff, VRANESH, was "not to contact district  
28 employees (other than Superintendent AHMADI or Faraghan) related to this matter

1 or school business”; and

2 • “Maintain this matter in confidence.

3 94. On November 19, 2013, after his earlier attempts to file written complaints against  
4 defendant, PUSD, were repeatedly rejected because he did not use the District’s proper or correct  
5 “form,” plaintiff, VRANESH, submitted copies of his earlier email communications and his  
6 written complaints directly to the each of the District’s School Board Members, specifically  
7 stating:

8 “Enclosed are 3 attempts of communicating and filing a complaint against the  
9 Pleasanton Unified School District. You will see that the first communication of my  
10 complaint was emailed on October 30th, 2013 to Dr. Bill Faraghan and cc’d on this email  
11 was Deputy Superintendent Luz Cazares and Superintendent Parvin Ahmadi.

12 After a lack of communication on the District’s part, a follow-up email was sent to  
13 the same individuals mentioned above and I again restated the complaint I would like  
14 investigated against the Pleasanton Unified School District.

15 A third notification about my complaint to Superintendent Parvin Ahmadi as well as  
16 two requests allowing me to 1) attend my children’s school and medical related needs at  
17 Valley View Elementary 2) see my personnel files after being forbidden to trespass on any  
18 PUSD property.

19 For some reason, I am being treated differently than other PUSD employees and/or  
20 parents. I have a complaint that was communicated 3 times in writing and it is not being  
21 taken seriously. Finally, I filed a complaint for discrimination and retaliation with the State  
22 of California, Department of Fair Employment and Housing (DFEH), naming Pleasanton  
23 Unified School District and Luz Cazares, personally.

24 I am submitting this letter, copies of email communications stating my complaint  
25 against the District, and my complaint with the DFEH. I am forwarding copies of these  
26 materials to assure that you have indeed had the opportunity to review these  
27 communications. It is my hope that this complaint will be taken seriously and not  
28 minimized as it has been with the Superintendent and various Cabinet Members. I look

1 forward to a prompt reply as to the status of the District's investigation of my long-  
2 outstanding claims. Thank you for moving these matters forward expeditiously."

3 95. On November 22, 2013, defendant, PUSD, notified plaintiff, VRANESH, that the  
4 District would hold a "special Board meeting" on November 26, 2013, "to consider possible  
5 discipline/dismissal/release" or plaintiff, VRANESH.

6 96. On November 22, 2013, plaintiff, VRANESH, immediately responded to defendant,  
7 PUSD, notifying the District of his request pursuant to *Education Code, §44934*, that:

8 "Pleasanton Unified School District provide him with any charges against him, duly  
9 signed and verified by the person filing them with the governing board of the District,  
10 and/or any written statement of charges formulated by the governing board not later than  
11 2:00 PM on Monday, November 25, 2013."

12 At the same time, Jon Vranesh further apprised the District, in writing, of his "continuing request  
13 to be presented with any and all purported evidence supporting any charges or accusations" at least  
14 eight (8) hours before the Board's meeting on November 26, 2013.

15 97. Plaintiff is further informed and believes and thereon alleges that on November 25,  
16 2013, defendant, PUSD's, attorney, Ms. Bogard, informed plaintiff, VRANESH, in writing, "that  
17 there are no charges pending against Mr. Vranesh pursuant to *Education Code section 44932 et*  
18 *seq.*," further stating that in relation to plaintiff, VRANESH's, claims against the District that: "As  
19 to the issue regarding Mr. Vranesh's desire to file a formal complaint, the District has repeatedly  
20 set forth a process for him to do so. Notwithstanding, the District has authorized investigator  
21 Davidsen to take Mr. Vranesh's complaint orally and to interview him accordingly," referring to an  
22 interview purportedly scheduled for December 4, 2013. No such interview ever occurred.

23 98. On November 26, 2013, attorney, Kim Bogard, notified Jon Vranesh that the  
24 District's "Board will not hear complaints against Mr. Vranesh," and that there would be "no  
25 action" taken at the Board's November 26, 2013 "special meeting;" but rather, the District's  
26 November 22, 2013 "notice was simply sent as a courtesy."

27 99. Plaintiff is further informed and believes and thereon alleges that on or about  
28 December 2, 2013, defendant, PUSD's agent, Davidsen, issued an 86-page "summaries of the

1 recorded statements” **without making any “findings” whatsoever**. The summaries were emailed  
2 to attorney Bogard, “pursuant to [her] request and authorization” for an investigation “regarding a  
3 verbal complaint of a ‘hostile work environment’ against Walnut Grove Principal Jon Vranesh,  
4 filed on behalf of several site teachers through the Association of Pleasanton Teachers’ (APT)  
5 President [name redacted in summaries later published], who had received numerous complaints of  
6 inappropriate and unprofessional conduct by Vranesh.”<sup>1</sup>

7       100. Plaintiff is further informed and believes and thereon alleges that defendant, PUSD,  
8 and its agent, Davidsen, negligently or otherwise failed and refused to interview witnesses who  
9 could meaningfully attest to events occurring at WGE and/or involving plaintiff, VRANESH, as a  
10 District employee, whose statements and information would have been vitally important to  
11 determining the truth about events and favorable to plaintiff, or at a minimum establishing or  
12 undermining contentions or allegations of persons complaining against plaintiff, VRANESH. For  
13 instance, plaintiff is informed and believes and thereon alleges that defendant, PUSD, and its agent,  
14 Davidsen, failed to take note of, or interview, a District employee, Lindsay Phillips, made the  
15 following remarks to Superintendent AHMADI, in a letter dated October 25, 2013:

16       “I am deeply saddened and upset that any colleagues would make false allegations toward  
17 Jon Vranesh. I understand we are all feeling the pressure of doing the best job we can as  
18 we navigate our transition from CA State Standards to Common Core, but I do not feel that  
19 gives anyone the right to scapegoat someone who tries to lead us through these necessary  
20 changes. The staff members who have spoken against Jon have stated that they wish things  
21 were the same as they were a decade ago. This is a disservice to our site, our district, and  
22 most importantly, our community of learners and parents. As educators we must continue  
23 to advance with our ever changing world to best prepare our students for their future  
24 endeavors. Jon takes it upon himself to stay current with technology needs and best  
25 teaching practices, working hard to offer us ways to further our abilities. Unfortunately, he  
26 has been met by a majority of staff who refuse to accept these changing needs and wish for  
27

28 <sup>1</sup> [Note: The 86-page document was not presented to plaintiff, VRANESH, nor was it available to plaintiff at the time of the December 17, 2013 “special” meeting discussed, below, in allegation ¶¶105 and 108, below]

1 a time when they feel things were less complicated.”

2 101. On December 4, 2013, Superintendent AHMADI provided plaintiff, VRANESH,  
3 with her “findings in the complaint filed against Jon Vranesh on October 25, 2013” and  
4 “Resolution of Complaint,” further advising plaintiff, VRANESH, that the District’s Board “will  
5 hear complaints against [him] on December 10, 2013.” The hearing date was later rescheduled to  
6 December 17, 2013.

7 102. On December 5, 2013, plaintiff, VRANESH, responded, in writing, to  
8 Superintendent AHMADI’s “Resolution of Complaint” letter dated December 4, 2013 stating:

- 9 • The District “had access to the statements attached to [her] December 4<sup>th</sup> letter for  
10 more than a month, and the District just provided so-called complaints, several of  
11 which are based on hearsay statements;
- 12 • Plaintiff, VRANESH’s, statements to PUSD’s private investigator/interviewer,  
13 Davidsen, were not included in AHMADI’s findings; and
- 14 • There was no official or other written complaint or charge attached to the  
15 Superintendent’s written findings.

16 103. Plaintiff is further informed and believes and thereon alleges that on or about  
17 December 9, 2013, Superintendent AHMADI notified the Walnut Grove Staff, in writing, that in  
18 the context of the “investigation related to Mr. Vranesh,” that it had “been brought to [her]  
19 attention that several Walnut Grove employees report that they may have been the victim of  
20 retaliation and/or intimidation as a result of the perception that they have participated in this [Jon  
21 Vranesh] investigation.” Superintendent AHMADI further stated that insofar as “the District is  
22 currently in the midst of an investigation related to Mr. Vranesh” that the “process is not complete  
23 and people do not have all pertinent facts.”

24 104. On December 12, 2013, Superintendent Ahmadi notified plaintiff, VRANESH, that  
25 defendant, PUSD’s, Board of Trustees would meet at a “special Board meeting on December 17,  
26 2013 “to hear complaints against” plaintiff, VRANESH, whose presence was “requested at this  
27 meeting.”

28 105. On December 17, 2013, plaintiff, VRANESH, appeared before a closed session of

1 defendant, PUSD's, governing Board. At the beginning of the meeting, in response to plaintiff's  
2 request that he be informed of any charges or complaints against him, defendant, PUSD's, attorney  
3 Kim Bogard replied that there were no charges or complaints pending against him. Plaintiff,  
4 VRANESH, then presented the Board members with a 3-ring binder, including 40 exhibits (and  
5 173-pages) and three (3) declarations signed, under penalty of perjury, stating the following:

6 DECLARATION #1:

- 7 • During the Spring of 2012, Declarant #1 (a male, principal then employed by the  
8 Pleasanton Unified School District ["PUSD" or the "District"] was selected to  
9 participate in Dr. Odie Douglas' interview process. As part of that interview  
10 process, Declarant #1 traveled to Lodi, California, by District van, with members of  
11 the District's administrative "cabinet," including District Superintendent, Parvin  
12 Ahmadi, Dr. William Faraghan, and Luz Cazares.
- 13 • As the PUSD interview team was returning to Pleasanton by van, discussion  
14 between Luz Cazares and Declarant #1 turned to a then recent email that had been  
15 disseminated District-wide by a female teacher that was critical of Luz Cazares.  
16 Ms. Cazares was seated immediately next to Declarant #1 in the van, and she stated  
17 that she had not seen the email. In response, Declarant #1 showed her the email  
18 from his cell phone.
- 19 • Upon reading the email, an angry, loud outburst came from Luz Cazares. Ms.  
20 Cazares immediately yelled:
  - 21 a. "What the fuck!";
  - 22 b. "This is fucking ridiculous!"; and
  - 23 c. "Who the fuck does she think she is?"
- 24 • Luz Cazares continued with a tirade of comments directed toward the female  
25 teacher to the effect that she wanted to "go after" the female teacher. To Declarant  
26 #1's recollection, she even referred to the female teacher as a "bitch."
- 27 • In the workplace, Declarant #1 previously heard comments that Luz Cazares had a  
28 temper and acted out toward employees, and this was the first occasion that he

1 personally saw that temper at work.

- 2 • Declarant #1 was shocked at Luz Cazares' reaction to the email, especially her loud,  
3 profane, sexual comments and threats about retaliation against the female teacher  
4 who wrote the email, and Ms. Cazares' comments and reaction were inappropriate  
5 under the circumstances.
- 6 • Based on Ms. Cazares' harsh and offensive comments, it was clear to Declarant #1  
7 that she took the email personally rather than addressing the email and subject  
8 matter in a professional and productive manner. Based on Declarant #1's  
9 experience, an administrator should not allow their emotions to overtake  
10 consideration of what is best for the school District, staff and students when dealing  
11 with difficult situations. Ms. Cazares' harsh reaction crossed the lines of propriety.
- 12 • The incident is also noteworthy because at the time the Superintendent, Parvin  
13 Ahmadi, failed to intervene, or say anything at all to defuse or redirect the situation,  
14 as Luz Cazares continued with her profane language and hostile comments and  
15 actions toward the female teacher. Moreover, at the time, Assistant Superintendent,  
16 Dr. Bill Faraghan, was driving the District van, seated next to Superintendent  
17 Ahmadi, and he also failed to intervene in any manner whatsoever in relation to Luz  
18 Cazares' offensive and inappropriate comments and actions.
- 19 • Declarant #1 was previously a principal at the District's Alternative High School.  
20 During his exit interview with Superintendent Ahmadi, she specifically asked  
21 Declarant #1 what she could do better as the District's superintendent, and  
22 Declarant #1 replied that she should "support [her] administrators," a long-standing  
23 issue within the District, especially following budget cutbacks.

24 DECLARATION #2:

- 25 • Declarant #2 (a male) had been employed by the Pleasanton Unified School District  
26 ["PUSD" or the "District"] for approximately 34 years as of the date of Declaration  
27 #2.
- 28 • Declarant #2 was then currently employed as Custodian II at Walnut Grove

1 Elementary [WGE”].

- 2 • Declarant #2 was also Vice President for the Classified Employees Association.
- 3 • During the past two (2) years, based on his personal experiences dealing with the  
4 District Office management, PUSD was being run on a philosophy of fear and  
5 intimidation, especially by its Deputy Superintendent, Luz Cazares.
- 6 • As an example, after meeting with Ms. Cazares to discuss the handling of school  
7 money accounts, Luz Cazares retaliated against the Walnut Grove Elementary  
8 school secretary, A-- O---1, after she questioned or challenged Ms. Cazares on the  
9 matter.
- 10 • Earlier in or about 2013, Declarant #2 met with Superintendent Parvin Ahmadi and  
11 Assistant Superintendent, William Faraghan, separately to discuss and complain  
12 about the retaliation that Declarant #2 witnessed by Ms. Cazares in relation to A--  
13 O---1, and specifically reported to them that Luz Cazares was “mean and  
14 vindictive” in her dealings with District employees, even going so far as to act  
15 contrary to District contract or policy.

16 DECLARATION #3:

- 17 • Declaration #3 was dated and signed, under penalty of perjury, by plaintiff,  
18 VRANESH, on December 17, 2013. In Declaration #3, plaintiff, VRANESH,  
19 detailed that on November 8, 2013, he was interviewed by Shon Davidsen. The so-  
20 called interview called for Jon Vranesh to exercise considerable restraint given the  
21 disrespectful, calloused, accusatorial tone used by Mr. Davidsen. The comments  
22 made by Mr. Davidsen, which he seemed to offer as facts, were offensive. Plaintiff,  
23 VRANESH, was not accustomed to being treated in such a manner.
- 24 • During the interview with Mr. Davidsen, he asked plaintiff, VRANESH, in several  
25 contexts whether plaintiff, VRANESH, used the words “bitch,” “cunt,” and other  
26 inappropriate, sexual words, directly or indirectly, to or about any particular  
27 employees in the overall work environment at Walnut Grove Elementary. Plaintiff,  
28 VRANESH, unconditionally denied, and continued to deny, using those expressions



1 while carrying out his professional responsibilities, in particular as a school  
2 principal, with Pleasanton Unified School District [“PUSD”].

- 3 • On November 25, 2013, PUSD’s attorney, Kim Kingsley Bogard, advised plaintiff,  
4 VRANESH, in writing, that: “Please be advised that there are no charges pending  
5 against Mr. Vranesh pursuant to Education Code Section 44932, et seq.”
- 6 • Plaintiff, VRANESH, repeatedly requested that PUSD administrators, and even Mr.  
7 Davidsen, advise him of any specific complaint against him, including to justify his  
8 being placed on administrative leave; however, until Superintendent Ahmadi  
9 provided plaintiff, VRANESH, with her “Findings” on or about December 4, 2013,  
10 plaintiff, VRANESH, had not yet been told what, if any, factual or other specific  
11 complaint had been made against him.
- 12 • As of December 17, 2013, plaintiff, VRANESH, reviewed the Pleasanton Unified  
13 School District, Findings of the Superintendent, *In Re Complaints Against Jon*  
14 *Vranesh* [hereinafter “Alleged Findings”]. In plaintiff, VRANESH, ’s opinion,  
15 significant purported “findings” referenced in the Alleged Findings were not  
16 supported by any of the attached (then hand-written) witness statements. More  
17 significantly, the Alleged Findings failed to address any of plaintiff, VRANESH’s  
18 statements made to the District Investigator, Shon Davidsen, denying misconduct,  
19 including alleged sexual comments in the workplace. In addition, for instance, the  
20 Alleged Findings stated that the “allegations of Cronin and M----r ... are supported  
21 by the remaining three (3) complainants,” and the statement was inaccurate on its  
22 face. One of the “remaining three (3) complainants” was S---y H---s, and her  
23 written statement dated October 25, 2013, did not support “Cronin and M----r’s”  
24 allegations.
- 25 • Without addressing all the purported findings in the Superintendent’s Alleged  
26 Findings, plaintiff, VRANESH, summarized and responded to just a few, as  
27 follows:
  - 28 □ Plaintiff, VRANESH, did not “regularly” or otherwise make statements in

1 the workplace at Walnut Grove that employees were “out.” He was not even  
2 familiar with the term “out”, nor was it a word general used in his  
3 vocabulary or conversation;

4  Any reference to M-----e C-----i was in the context that it was most likely  
5 that she [M-----e C-----i] might decide, on her own, to transfer to another  
6 PUSD site because at the time she openly stated that she was looking at  
7 other teaching positions in the District, including at middle schools. In  
8 plaintiff, VRANESH’s, professional view, she was one of the best teachers  
9 at Walnut Grove, and he would view her leaving, if that was her ultimate  
10 decision, as a real loss to Walnut Grove and its students. Plaintiff,  
11 VRANESH, had no intention whatsoever to terminate her employment at  
12 any time;

13  Plaintiff, VRANESH, had the highest regard for his secretary at Walnut  
14 Grove, A-- O----l, who was a critically important staff member at the site.  
15 Plaintiff, VRANESH, never said or made any statements to Lynn Cronin or  
16 any other person that disparaged Ms. O----l;

17  Plaintiff, VRANESH, also did not mimic or mock the speech or gait of  
18 specific staff members at WGE, as certain so-called witnesses interviewed  
19 by Shon Davidson purportedly stated. To the contrary, on one occasion,  
20 Lynn Cronin mimicked the specific WGE employee’s (identified here as  
21 Employee “A”) walking pattern in the corridor next to the Walnut Grove  
22 main office. When plaintiff, VRANESH, saw Ms. Cronin’s unacceptable  
23 actions about a co-worker - Employee “A”, he immediately told Ms. Cronin:  
24 “That’s very cruel,” or words to that effect. Ms. Cronin then stopped her  
25 offensive actions in particular toward Employee “A”;

26  Plaintiff, VRANESH, also did not mimic or mock the mannerisms of K-- P-  
27 ---s, P-m S---h or M--e W-----i as referenced in so-called witness  
28 statements. First, such conduct would be inappropriate. Second, to

1 Plaintiff, VRANESH's, knowledge, there were no "mannerisms" of any of  
2 those teachers that are in any way out of the ordinary; and

3  Plaintiff, VRANESH, also never said to Ms. Cronin or any other person that  
4 he wanted to "bludgeon" or hit another teacher at Walnut Grove, Ms. G--h,  
5 with a "2x4," or any words to that effect!

- 6 • Finally, plaintiff, VRANESH, never received training or counseling from Lynn  
7 Cronin in relation to "how to stop bullying," as she stated in her hand-written  
8 statement.

9 106. December 18, 2013, Superintendent AHMADI distributed a letter reading as

10 follows:

11 "I would like to thank you for your patience during the last few weeks. Last night  
12 the Board of Trustees of the Pleasanton Unified School District held a special closed  
13 session and reported it had taken the following actions:

14 In a 4-1 vote, the Board found merit to complaints against an administrator. The  
15 Board instructed the superintendent to issue a written decision to the parties in this matter,  
16 and directed that a future meeting include an item on appointing a new principal of Walnut  
17 Grove Elementary School.

18 We remain very limited in our ability to discuss this case publicly, but I wanted you  
19 to be aware of the results of last night's meeting, which lasted late into the night.

20 Personnel matters take time and involve numerous measures to protect the privacy of those  
21 who file complaints and those who are the subject of complaints.

22 Please know that I will continue to share information with you as the process and  
23 the rules permit. I will notify you of the details of the selection process for a new principal  
24 before it begins. In the meantime, I am grateful to the staff and families of Walnut Grove  
25 Elementary to ensure that our students continue to be provided stellar educational  
26 opportunities."

27 107. On December 20, 2013, Superintendent AHMADI notified plaintiff, VRANESH, in  
28 writing, by email @ 6:12 PM that:

- 1 • Effective January 6, 2014, he was transferred to “Principal on Assignment” for the
- 2 remainder of the 2013/2014 school year;
- 3 • This was a lateral transfer to a position in the same classification as Principal, and
- 4 plaintiff, VRANESH’s “work year and salary remain status quo;” and
- 5 • Plaintiff, VRANESH, would “remain on paid administrative leave pending [his]
- 6 placement in a suitable assignment.

7 108. For the first time, on December 20, 2013, defendant, PUSD, provided plaintiff,  
8 VRANESH, with a copy of Davidsen’s 86-page summary of statements. In addition, the memo  
9 stated that the District’s Board met in “closed session” on December 17, 2013 “to hear from the  
10 Parties regarding complaints filed against plaintiff, VRANESH, on October 24, 2013, and the  
11 Board decided as follows:

12 “The District investigation found credible evidence to support findings that Mr. Vranesh  
13 engaged in the following broadly-based, described conduct:

- 14 1. Mr. Vranesh made derogatory remarks toward female employees of the District ...;
- 15 2. Mr. Vranesh used intimidating statements regarding the future employment of
- 16 female employees of the site. It is reported that Mr. Vranesh regularly made
- 17 statements to the effect that employees were “out.” These statements were
- 18 interpreted by the witnesses to mean that the employee was disfavored and that Mr.
- 19 Vranesh desire to terminate the female from employment at Walnut Grove.”

20 109. On January 10, 2014, plaintiff, VRANESH, filed an “appeal” to defendant, PUSD’s,  
21 December 20, 2013, memorandum referencing a Board decision reached on or about December 17,  
22 2013, and transmitting a copy of Davidsen’s 86-page summary of statements, and other matters,  
23 pursuant to PUSD and Board policies, including but not limited to Board Administrative  
24 Regulation Reg-4031, and Board Policies 4030, 4031 0410, including Appendix A to Reg-4031,  
25 and otherwise, and further including that any purported “findings” based off of the information  
26 found in the report provided to [plaintiff, VRANESH] on December 20, 2013. Plaintiff is further  
27 informed and believes and thereon alleges that to this date, defendant, PUSD, failed, and continues  
28 to fail, to respond to the Appeal, in violation and breach of its policies and plaintiff’s employment

1 contract with defendant, PUSD, as hereinafter set forth and alleged.

2 110. On January 23, 2014, Superintendent AHMADI notified plaintiff, VRANESH, in  
3 writing, that:

- 4 • Plaintiff was “laterally transferred to another Principal K-5 position.” The  
5 “position is itinerant;”
- 6 • “The District is in the process of reviewing the concerns that you [J. Vranesh] raised  
7 in documentation presented to the Board on December 17, 2013;”
- 8 • Plaintiff “will not be scheduled,” nor was he to schedule, “any meeting (in person  
9 or telephonically) which requires the attendance of [VRANESH] and either me, Luz  
10 Cazares and/or Dr. Bill Faraghan without the presence of both Dr. Douglas and at  
11 least one (1) other person.”
- 12 • Plaintiff, VRANESH, was “required to complete a District-approved sexual  
13 harassment training by close of business on February 28, 2014;”
- 14 • “Effective immediately, and continuing until notified in writing to the contrary, you  
15 are directed as follows:
  - 16 a. He is to “refrain from using derogatory terms in the workplace;”
  - 17 b. “You are not to have contact with any employee assigned to Walnut Grove  
18 Elementary during the course of your employment without express written  
19 permission from [P. Ahmadi] or Dr. Douglas;” and
  - 20 c. “You are not to enter the premises of Walnut Grove without express written  
21 permission from [P. Ahmadi] or Dr. Douglas.”

22 111. Effective on or about January 29, 2014, plaintiff, VRANESH, was “transfer[red] to  
23 Itinerant Principal, District Office.”

24 112. Plaintiff is informed and believes and thereon alleges that after defendant, PUSD,  
25 removed plaintiff, VRANESH, as principal at its Walnut Grove Elementary site that teachers and  
26 replacement administrators at that site retaliated, harassed and threatened persons, in particular  
27 highly qualified, certificated employees from working at the site merely because the teachers and  
28 administrator did not “like” the substitute, including but not limited to “blocking” or banning the

1 assignment of Paige Wright-Henry to serve as a substitute teacher at Walnut Grove.

2 113. On February 10, 2014, defendant, PUSD, through Superintendent AHMADI, issued  
3 a press release to the general public, including plaintiff's hometown and residence, Pleasanton,  
4 California, relative "PUBLIC STATEMENT REGARDING PUBLIC RECORDS ACT  
5 RELEASE", stating that:

6 "In response to a Public Records Act request from the Pleasanton Weekly  
7 newspaper, the Pleasanton Unified School District today released an independent  
8 investigator's report and other documents regarding complaints of an inappropriate work  
9 environment at Walnut Grove Elementary School.

10 The December 2, 2013 investigation report is 86 pages in length. Other items  
11 released to the newspaper include transcripts of interviews conducted by the independent  
12 investigator, notes and interview transcripts from an internal investigation of workplace  
13 complaints, and a binder of material submitted to the Board by the former Walnut Grove  
14 principal.

15 In all of the materials, the names and identifying information of individual  
16 employees has been redacted to protect employee privacy.

17 The independent investigation report summarizes interviews conducted between  
18 November 7, 2013 and Nov 22, 2013 with 13 district employees. These interviews  
19 revealed actions of concern to the District. In particular, multiple interviewees reported  
20 hearing an administrator use the terms "b----h" and "c--t" in reference to female employees  
21 of the school. (Pages 3, 4, 16, 21, 26, 31, 38, 41.) There is also reference to a derogatory  
22 remark by an administrator regarding sexual orientation. (Page 24.)

23 The report also includes a summary of a November 8, 2013 interview with the  
24 administrator and his attorney in which he denied the allegations made against him. In a  
25 December 17, 2013 meeting, the Governing Board found there was merit to the allegations  
26 and instructed staff to identify and install a new principal at Walnut Grove.

27 At this same meeting, the administrator presented the Board with a binder  
28 containing multiple documents. The contents of this binder also were subject to the Public

1 Records Act and provided to the newspaper. In these documents, the administrator makes a  
2 variety of complaints against other district employees. Like all personnel complaints, these  
3 are subject to the District's complaint process and cannot be discussed publicly.

4 In all of the documents released today, two things are very clear. First, complaints  
5 brought to our attention by staff were thoroughly investigated and found to have merit. The  
6 actions in question are inappropriate and not what we expect in the workplace. Second, the  
7 interviews and report reveal areas of improvement to be addressed at Walnut Grove.

8 The District continues to address the concerns raised by this investigation and to  
9 follow our procedures related to personnel matters. At the same time, the District continues  
10 to follow a process to identify and hire a permanent principal for Walnut Grove. We are  
11 conducting this search mindful of the work that needs to be done at this school to restore a  
12 healthy, productive working environment.

13 In the meantime, we are extremely grateful to the staff and leadership at Walnut  
14 Grove who throughout this difficult time continue to care for our children and provide them  
15 with an excellent education.”

16 Other communications by defendant, PUSD, at that time, in particular to the general public, further  
17 specifically noted to the general public that:

18 “The documents made public can be found at the District's website at:

19 <http://pleasantonusd.net/about-our-district/public-records-requests>”

20 114. Plaintiff is informed and believes and thereon alleges that on or about February 10,  
21 2014, defendant, PUSD posted on its website, specifically “[http://pleasantonusd.net/about-our-](http://pleasantonusd.net/about-our-district/public-records-requests)  
22 [district/public-records-requests](http://pleasantonusd.net/about-our-district/public-records-requests),” 31 separate postings or batches of documents containing 986  
23 pages of digital documents and writings purportedly relative, at least in part, to a so-called  
24 “independent investigator's report and other documents regarding complaints of an inappropriate  
25 work environment at Walnut Grove Elementary School. The publicly released documents referred  
26 to plaintiff, VRANESH, approximately 1895 times. In the publicly released documents, plaintiff,  
27 VRANESH, was referred to, either directly, impliedly or otherwise, by the following pejorative  
28 and, in large part and meaning, false and misleading published statements intended to injure

1 plaintiff, VRANESH, in his reputation and career:

- 2 • Plaintiff, VRANESH, created a “hostile work environment” at Walnut Grove
- 3 Elementary;
- 4 • While plaintiff, VRANESH, was its principal, Walnut Grove Elementary was “not a
- 5 safe place”;
- 6 • Plaintiff, VRANESH, is “mentally ill”;
- 7 • Plaintiff, VRANESH, is “delusional”;
- 8 • Plaintiff, VRANESH, suffers from “Asperger”;
- 9 • Plaintiff, VRANESH, is a “deeply mentally ill person”;
- 10 • Plaintiff, VRANESH, is a “pathological liar”;
- 11 • Plaintiff, VRANESH, “must be ill”;
- 12 • Plaintiff, VRANESH, “has animus toward women”;
- 13 • Plaintiff, VRANESH, is the personification of “misogyny”;
- 14 • Plaintiff, VRANESH, is a “sociopath”;
- 15 • While plaintiff, VRANESH, served as the Walnut Grove Elementary principal,
- 16 Plaintiff, VRANESH, has “antisocial behaviors”;
- 17 • Plaintiff, VRANESH, is “a horrible human being”;
- 18 • While plaintiff, VRANESH, served as the Walnut Grove Elementary principal,
- 19 Plaintiff, VRANESH, “bullied” its staff and others in the District;
- 20 • Plaintiff, VRANESH, was a “little Hitler;”
- 21 • While serving as the Walnut Grove Elementary principal, plaintiff, VRANESH,
- 22 “lies”;
- 23 • Plaintiff, VRANESH, is “not a man of integrity”;
- 24 • While serving as the Walnut Grove Elementary principal, plaintiff, VRANESH,
- 25 kept “lists” about staff members and other persons who were “in” or “out”,
- 26 including comments referring to District employees who he did not “like” or respect
- 27 to the effect that “I’ll take her down” and/or “I’m gonna get her out of our school”;
- 28 • While serving as the Walnut Grove Elementary principal, plaintiff, VRANESH,



1 used the term “bitch” repeatedly or on a number of occasions, including that he  
2 would “take down that bitch” a number of times;

- 3 • While serving as the Walnut Grove Elementary principal, plaintiff, VRANESH,  
4 threatened District employees;
- 5 • While serving as the Walnut Grove Elementary principal, plaintiff, VRANESH,  
6 used “derogatory language towards women”;
- 7 • While serving as the Walnut Grove Elementary principal, plaintiff, VRANESH, was  
8 “abusive” and “hostile” toward District employees, harassing and “bullying” them,  
9 including purportedly telling at least one District employee that plaintiff,  
10 VRANESH, told her to “shut up”;
- 11 • While serving as the Walnut Grove Elementary principal, plaintiff, VRANESH, was  
12 always “barricaded in his office;”
- 13 • While serving as the Walnut Grove Elementary principal, plaintiff, VRANESH,  
14 used “violent language” or “violent descriptors” in the workplace toward District  
15 employees; and
- 16 • While serving as the Walnut Grove Elementary principal, plaintiff, VRANESH, was  
17 “always cruel and mean”.

18 115. Plaintiff is informed and believes and thereon alleges that, at a minimum, defendant,  
19 PUSD’s, above-described Internet postings relating to plaintiff, VRANESH, directly, indirectly, or  
20 innuendo: (a) were and are not properly subject to the Public Records Act, nor should they have  
21 been publicly posted; (b) did and do not reflect interviews conducted by an “independent  
22 investigator”; (c) fall within the definition of private “personnel file” related information and  
23 confidential, and not to be made or disseminated publicly; (d) should not have been publicly  
24 posted; (e) by defendant, PUSD’s, own words and admission “all personnel complaints” were, and  
25 are, are subject to a “complaint process and cannot be discussed publicly”; (f) “complaints brought  
26 to” defendant, PUSD’s, attention “by staff” were, in truth and fact, not thoroughly investigated, nor  
27 did complaints about plaintiff, VRANESH, “have merit”; and (g) defendant, PUSD, did not follow  
28 its own “procedures related to personnel matters,” nor California law, including protection of

1 individual, including plaintiff's, privacy rights and interests.

2 116. Plaintiff is informed and believes and thereon alleges that during the week of  
3 February 10, 2014 the Contra Costa *Times-Herald* ran a "page 1" article entitled: "School's Public  
4 Records online," referring to defendant, PUSD's, earlier online publication and broadcast of a  
5 purported "investigation" of plaintiff, VRANESH. The article stated, in part, that:

- 6 • "Calling it a part of its mission to be transparent, in the last few weeks, the district  
7 [defendant, PUSD] debuted a web page for posting its responses to public records  
8 requests.";
- 9 • "Some 1000 pages of documents related to the probe of the principal can be viewed  
10 by visiting pleasantonusd.net and clicking on 'public record act requests;'" and
- 11 • While "Parvin Ahmadi, the Pleasanton school superintendent, said the district was  
12 considering routinely posting all public record response months before the principal  
13 dispute erupted," that: "There are limits to disclosures, however, school officials  
14 said."

15 117. Plaintiff is further informed and believes and thereon alleges that on or about  
16 February 14, 2014 Superintendent AHMADI sent a letter to Peggy Carpenter stating:

- 17 • "It has come to the District's attention that the Association of Pleasanton Teachers  
18 ("APT") maybe disseminating materials concerning Principal Conde throughout the  
19 Pleasanton Unified School District. Based on our understanding, the District has  
20 serious concerns that portions of the materials are defamatory in nature."
- 21 • "As we have discussed, the District has established processes in place to resolve the  
22 concerns of APT members regarding their supervisors. This is not the appropriate  
23 way to resolve complaints. To the extent that APT is disseminating defamatory  
24 materials regarding Principal Conde, the District requests that APT cease the  
25 distribution of those materials. If the District has inaccurate information, we ask  
26 that you clarify the facts."

27 118. Plaintiff is informed that while employed by defendant, PUSD, as "Itinerant  
28 Principal K-5," on February 17, 2014, Assistant Supervisor Douglas notified plaintiff, VRANESH,

1 via email, that he was “excused from attending the 2/18 CCSS training session” for all District  
2 elementary principals, which would and should, have included plaintiff. In response, plaintiff,  
3 express his interest in attending the meeting, and it would be “appropriate for [him] to attend every  
4 K-5 training that other elementary principals are attend[ing].” Plaintiff, VRANESH, noted that it  
5 would be unfair, arbitrary and “discriminatory” for defendant, PUSD, to not allow him to attend  
6 the meeting and an infringement of his “right to be treated like any other k-5 principal.”

7 119A. Nonetheless, Assistant Superintendent Douglas responded to plaintiff, VRANESH, and  
8 ordered that: “I’m giving you a directive to not attend the CCSS training on February 18<sup>th</sup>.”

9 119. Plaintiff is further informed and believes and thereon alleges that from and after that  
10 point in time, defendant, PUSD’s, harsh, unfair, arbitrary, retaliatory and discriminatory treatment  
11 of plaintiff, VRANESH, continued and indeed accelerated in frequency and severity with the  
12 purpose and intent to: humiliate plaintiff; cause plaintiff, VRANESH, to quit or resign his  
13 employment; discourage plaintiff, VRANESH, from further pressing forward and disclosing the  
14 hostile work environment created in the District, including violations of law and policy by  
15 defendant, PUSD, including its Cabinet, and defendants, AHMADI and CAZARES.

16 120. After defendants PUSD and AHMADI, reassigned plaintiff, VRANESH, to an  
17 “Itinerant Principal” position, plaintiff’s responsibilities almost exclusively involved doing data  
18 entry on Excel spreadsheets, even though plaintiff suffered from a broken wrist. Plaintiff’s work  
19 station was also in an isolated distant location with little, or no, personal contacts with colleagues  
20 or his immediate supervisor, Assistant Superintendent Douglas. For instance, plaintiff rarely met  
21 or had contact or communication with his direct supervisor, Dr. Douglas.

22 121. Plaintiff is further informed and believes and thereon alleges that, on February 17,  
23 2014, defendant, PUSD, notified plaintiff, VRANESH, that it intended to release him from the  
24 position of “Itinerant Principal” and reassign him to a non-administrative position. On that date,  
25 Assistant Superintendent Faraghan notified plaintiff that: “Pursuant to California *Education Code*  
26 *section 44951*, you are hereby notified of your release from your position of Itinerant Principal with  
27 the Pleasanton Unified School District at the end of the 2013/2014 school year. For the 2014/2015  
28 school year, in accordance with your statutory seniority, you are eligible for reassignment to a non-

1 administrative position.”

2           122. Plaintiff is further informed and believes and thereon alleges that in a flagrant  
3 attempt to “silence” and further intimidate plaintiff, VRANESH, and preclude him from revealing  
4 the truth and facts about events and happenings, including misdeeds within the District, under  
5 threat of further adverse personnel actions and hostility against plaintiff, VRANESH, on February  
6 20, 2014, defendant, PUSD, informed plaintiff, VRANESH, that it was giving him the  
7 “opportunity to resign from administration” by letter from Dr. Faraghan to plaintiff, VRANESH,  
8 reading as follows:

9           “On Tuesday, February 25, 2014, the Board of Trustees of the Pleasanton Unified  
10 School District will determine whether you will be released as an administrator of the  
11 District effective for the 2014/2015 school year. If you are released, you will be reassigned  
12 to a non-administrative position in accordance with your statutory seniority.

13           It is the District’s practice to notify employees prior to Board action to allow them  
14 the opportunity to resign from administration in lieu of release. Consistent with that  
15 practice, the District is willing to accept a letter of resignation any time prior to  
16 commencement of the Board meeting.”

17           123. Plaintiff is further informed and believes and thereon alleges that the vindictive,  
18 retaliatory and hostile management style and philosophy of defendant, PUSD, was and is reflected  
19 by its policy of retaliating against employees acting within their legal rights and on behalf of the  
20 best interests of the District consistent with the stated purposes of California’s educational law and  
21 standards, PUSD policy, in particular to assure a safe and professional learning environment at the  
22 District sites.

23           124. As an example, plaintiff is further informed and believes and thereon alleges that  
24 on or about February 25, 2014, there was a meeting between a District substitute teacher with the  
25 interim principal who replaced plaintiff at Walnut Grove relative to the reason that he “blocked  
26 her” from working at Walnut Grove, after she appeared at earlier Board meetings of the District to  
27 speak in a manner favorable to plaintiff, VRANESH, but less favorably to the APT union.

28           125. On February 25, 2014, plaintiff, VRANESH, personally appeared before defendant,

1 PUSD's, Board at its public meeting session, where he made the following statement:

2 "Good evening! My name is Jon Vranesh, and I come before the Board this evening  
3 as a District employee, parent and recently appointed 'Itinerant Principal.'

4 Last week, the District's Assistant Superintendent of Human Resources, Dr.  
5 Faraghan, sent me a letter telling me that this Board would meet tonight to determine  
6 whether to release me as a District administrator. In his letter, Dr. Faraghan also stated that  
7 the 'District is willing to accept a letter of resignation' from me any time prior to the  
8 commencement of tonight's meeting. He stated that it was the 'District's practice' to allow  
9 employees the 'opportunity to resign from administration in lieu of release.'

10 About 3 weeks ago, one of the District's attorneys even asked "how much" money I  
11 wanted to get me to voluntarily resign from the District. You probably know, by now, that I  
12 wouldn't even respond to that proposal, and through my representative, I advised the  
13 District yesterday that I would not voluntarily resign from a District administrative position  
14 as Dr. Faraghan just suggested.

15 Regardless of your decision in closed session tonight, I would like to report to this  
16 Board about my current position. Superintendent Ahmadi recently transferred me to and the  
17 "Itinerant Principal" K-5 position. I understand that there was some discussion between this  
18 Board, the public and Superintendent Ahmadi of what the responsibilities of a "Itinerant  
19 Principal" were to be. You should each know that since I was reassigned to an "Itinerant  
20 Principal" position, my responsibilities have almost exclusively been doing data entry on  
21 Excel spreadsheets, even though I suffer from a broken wrist. I've met with my supervisor,  
22 Dr. Douglas, once since my first day regarding this position. At my current rate of pay of  
23 approximately \$125,000 per year, it seems pretty clear that my doing data entry in a  
24 computer is a highly questionable use of our scarce District funds, and a misuse of my  
25 administrative and educational skills. During this period, I also have been isolated from my  
26 colleagues, and as recently as last Monday, Dr. Douglas even emailed me a 'directive not to  
27 attend' the 'Common Core' training for District K-5 principals the next day. Furthermore, I  
28 received a similar directive from him, yesterday, to not attend the elementary district level

1 staff development training this Friday, February 28th.

2 While the District's actions toward me certainly appear hostile, I will  
3 continue to use my best efforts for the betterment of educating our District's  
4 students.

5 After my receipt of written notice that the Board would take up whether to release  
6 me from a district administrator position, you probably each know that I specifically  
7 requested that the Board hold an 'open session' on the issue. Your legal counsel, Ms.  
8 Bogard, wrote my representative at 6:00 PM last night that I was 'not entitled to a  
9 discussion [of my release as a District administrator].' She also stated that there were, in  
10 fact, 'no complaints or charges against Mr. Vranesh.' To be blunt, for the past 4 months, I  
11 have been more than confused by what the Board allows to be heard in open or close  
12 session, especially relating to me.

13 Because I am not afforded the due process or other opportunity to head-on address  
14 with either the Board or Administration my future as a District administrator, I will present  
15 to the Board, as a matter of record for this proceeding, a copy of the letter from my personal  
16 representative to the District's attorney, Ms. Bogard, dated February 24, 2014, including  
17 enclosures.

18 One final matter ... for the record, and this Board's consideration ... on  
19 February 21, 2014, it was announced that Walnut Grove Elementary had been  
20 nominated for a California Distinguished School Award - the first time since 2002! I'm  
21 proud of that, and no decision this Board makes tonight will detract from that  
22 accomplishment ... an accomplishment that could not have been achieved without the  
23 teamwork of students, teachers, support staff & the principal. Thank you."

24 126. On February 26, 2014, defendant, PUSD, confirmed, in writing, and informed  
25 plaintiff, VRANESH, of his release from the "position of Itinerant Principal" at the end of the  
26 2013/2014 school year, and his reassignment to a non-administrative position for the 2014/2015  
27 school year pursuant to *Education Code, §44951*.

28 127. Plaintiff is further informed and believes and thereon alleges that on that same day,

1 February 26, 2014, Superintendent AHMADI announced that the District Board decided at the  
2 February 25, 2014 meeting to restore “several important programs” for the 2014/2015 school year,  
3 including the notable announcement that “elementary custodians” would consist of an “an  
4 additional one half time at each elementary,” and there would be elementary school vice principals  
5 (no less than two days/each school).

6 128. Plaintiff is further informed and believes and thereon alleges that on or about March  
7 7, 2014, defendant, PUSD’s, employees, Linda Pipe and Mary Snell, appeared before defendant,  
8 PUSD’s, Board to publicly comment, and reported to the District’s Board, that statements  
9 attributed to them in witness statements published and released by defendant, PUSD, in its so-  
10 called, and previously referenced and alleged, Public Records Act February 10, 2014, release on  
11 the Internet of Davidsen’s so-called “report” and other documents “regarding complaints of an  
12 inappropriate work environment at Walnut Grove Elementary School” were in truth and fact “lies”  
13 and “defamatory,” requesting correction and apology from defendant, PUSD.

14 129. Plaintiff is further informed and believes and thereon alleges that each Board  
15 member received a packet detailing and proving that certain Walnut Grove teachers lied to  
16 Davidsen, and defendant, PUSD, published, broadcasted and disseminated broadly, and to the  
17 general public, those lies and misstatements as part its Internet postings referencing and supposed  
18 findings or statements of public fault, criticism and censure of plaintiff, VRANESH.

19 130. Plaintiff is further informed and believes and thereon alleges that to present,  
20 defendant, PUSD, and its Board, failed and refused, and continue to fail and refuse, to either  
21 apologize or acknowledge the inaccurate, misleading, dishonest, and otherwise improper,  
22 slanderous statements perpetuated and made by certain Walnut Grove teachers and/or staff as  
23 specifically set forth and disseminated to the public, including but not limited to those specifically  
24 brought to its/their attention by Mary Snell and Linda Pipe. To the contrary, plaintiff is further  
25 informed and believes and thereon alleges that 3-months later, in or about June 2014, as further  
26 alleged below, defendant, PUSD, directly or through third persons, paid certain of the persons  
27 making inaccurate, misleading, dishonest, deceitful and otherwise improper statements about  
28 plaintiff, VRANESH, approximately \$245,000, or more, thereby rewarding those persons, and

1 wasting public funds.

2 131. On March 17, 2014, defendant, PUSD, and in particular its Assistant  
3 Superintendent, Douglas, forbade plaintiff, VRANESH, from even attending a “common core”  
4 training for elementary principals.

5 132. On March 20, 2014, plaintiff, VRANESH, wrote defendant, PUSD’s, Assistant  
6 Superintendent in charge of Human Relations, Faraghan, that:

7  “I remind you that I am trying to perform my professional responsibilities, as a  
8 District administrator, in a hostile work environment that you apparently are not  
9 inclined to address notwithstanding my earlier complaints to you.”

10  “As the Assistant Superintendent, responsible for human resources, I would  
11 certainly expect that YOU, of all persons, would fully appreciate and intervene, to  
12 take prompt, remedial action, especially since I complained to YOU more than four  
13 (4) months ago about specific, egregious conduct by the District, including Deputy  
14 Superintendent, Luz Cazares, and Superintendent Ahmadi.”

15  “I’ve been removed from my principal position, defamed in multiple newspaper  
16 articles and isolated to a “corner” in the special education office (even forbidden to  
17 walk into the District office unlike any other management employees).”

18  “Indeed, can you please IMMEDIATELY advise me of the current status of the  
19 District’s investigation of MY claims against the District ...!?!” [Emphasis as  
20 found in original text.]

21 Neither defendant, PUSD, or its Assistant Superintendent Faraghan, responded.

22 133. Plaintiff is further informed and believes and thereon alleges that on or about March  
23 23, 2014, defendant, PUSD, removed all documents posted to its website on or about February 10,  
24 2014, as part of its purported Public Records Act requests and productions from its website,  
25 including the so-called Davidsen materials, and when persons tried to access those documents the  
26 notice “No Results Found” appeared. Plaintiff, VRANESH, is informed and believes and thereon  
27 alleges that the aforementioned harsh, disparaging and defamatory statements remain accessible via  
28 the worldwide Internet.



1           134. Plaintiff is further informed and believes and thereon alleges that on or about April  
2 8, 2014, two (2) of defendant, PUSD's, employees submitted written public entity "claims" relating  
3 to civil liability to defendant, PUSD's, attorney, Louis Leone, purportedly setting forth civil tort  
4 claims against defendant, PUSD, and plaintiff, VRANESH, as follows:

- 5           • That the 2 employees "were subjected to a hostile work environment that was  
6 created and fostered by the principal of the school, Jon Vranesh. For approximately  
7 3 years before the District belatedly began an investigation in October of 2013, Mr.  
8 Vranesh engaged in inappropriate conduct towards teachers and staff. ... He  
9 confided his 'poop schedule' to [blank] telling her that he needed to go home in  
10 order to defecate, and that he would make up a reason for being off-campus when  
11 the urge arose. He talked that [blank] and [blank] about his sex life."
- 12           • That "instead of attending meetings he [plaintiff, VRANESH] was expected to  
13 head, he hid in [blank] classrooms, consult with [blank] teachers. Mr. Vranesh  
14 inappropriately asked the teachers to interpret the meanings of social interactions  
15 that he did not appear to understand. Instead of becoming the backbone of the  
16 school, he was evasive and indirect."
- 17           • "[Blank] and [blank] participated in an internal investigation that began in late  
18 October 2013. The statements and investigation reports were then published on the  
19 Internet by the School District, essentially without redaction."
- 20           • "Claimants' privacy and the privacy of their families were violated. They have been  
21 slandered, liable to, and threatened on PleasantonWeekly.com."
- 22           • The anonymous claimants "had been called 'bullies,' 'potty-mouths,' liars, and  
23 worse."
- 24           • "As a result of posting of confidential information, the claimants were targeted and  
25 retaliated against on the Internet."
- 26           • The referenced claims against "the District and Jon Vranesh" were for the "creation  
27 and ratification of a hostile work environment; retaliation under the Fair  
28 Employment and Housing Act; intentional/negligent infliction of emotional distress;

1 negligent hiring, retention and supervision of Jon Vranesh; and privacy.”

2 135. Defendant, PUSD, including its Board Members and Trustees, and defendants,  
3 AHMADI and CAZARES, never informed plaintiff, VRANESH, of the aforementioned civil tort  
4 claims. Plaintiff is further informed and believes and thereon alleges that they, and each of them,  
5 intended and planned to keep those civil tort claims a secret from, and intentionally failed to  
6 disclose them to, plaintiff, VRANESH, notwithstanding his express written requests for indemnity  
7 and defense more than six (6) months earlier, as part of a plan to foist all blame for defendants’  
8 misconduct, actions and inactions, negligence and other misdeeds, on plaintiff, and further  
9 discredit, embarrass and publicly humiliate and damage plaintiff, VRANESH.

10 136. Plaintiff is further informed and believes and thereon alleges that on or about May  
11 13, 2014, defendant, PUSD, hired a female, namely Jan Steed, to permanently replace plaintiff,  
12 VRANESH, as its Walnut Grove Elementary certificated administrator and principal. Ms. Steed  
13 previously served as the assistant director of student services in the Fremont Unified School  
14 District from in or about 2006 through 2009, and served under, or with, defendant, AHMADI.

15 137. Plaintiff is further informed and believes and thereon alleges that after plaintiff,  
16 VRANESH, filed and served his public entity claim against defendant, PUSD, and others, as  
17 required by State law, on or about May 21, 2014, defendant, PUSD’s, attorney Kim Bogard  
18 publicly communicated and broadcast that:

19 “The District has been dealing with issues related to Mr. Vranesh’s employment  
20 since October of 2013. Those issues centered around Mr. Vranesh’s use of derogatory and  
21 vulgar terms to refer to a number of his subordinate female employees in the workplace.  
22 The District found these circumstances entirely unacceptable for the workplace.

23 The District is now presented with a tort claim filed by Mr. Vranesh which makes a  
24 vast range of accusations against a number of employees. It alleges everything from age  
25 discrimination to his receiving unwanted sexual advances from female employees and  
26 administrators. The allegations made in this claim are without basis in fact and in cases are  
27 entirely divorced from reality. The intent may have been to provoke outrage or anger and  
28 invite an imprudent response from those accused. These puzzling claims, however, have

1 simply provoked a sense of concern and bewilderment.”

2 138. On May 27, 2014, defendant, PUSD, provided its “2014/15 Assignment Letter” to  
3 plaintiff, VRANESH, informing him of his “assignment for the 2014/15 school year” to Village  
4 High School as “SDC” (Special Day Class) at “FTE: 1” (Full Time Employee 1). Plaintiff,  
5 VRANESH, accepted the position, signing the assignment letter, committing to return to perform  
6 services as defendant, PUSD’s, certificated employee for the next (2014-2015) school year.

7 139. June 3, 2014 marked the date for California’s statewide public elections. On that  
8 date, because of defendant, PUSD’s, directive and order issued in writing by defendant, AHMADI,  
9 plaintiff, VRANESH, was prevented from casting his vote in those elections, as guaranteed by the  
10 *California Constitution, Article II*, and the *United States Constitution*, including but not limited to  
11 providing that no voter shall be denied the right to vote for the candidate of his or her choice in  
12 either a primary or a general election for statewide constitutional office, the State Legislature, or  
13 the Congress of the United States because plaintiff’s polling location was located at the Walnut  
14 Grove Elementary school site, from which plaintiff, VRANESH, was specifically indefinitely  
15 barred by defendant, PUSD.

16 140. Plaintiff is further informed and believes and thereon alleges that on or about June  
17 9, 2014, Walnut Grove Elementary was recognized and awarded as a “California Distinguished  
18 School 2014” at a ceremony in Sacramento. Plaintiff is informed and believes and thereon alleges  
19 that the award was based on activities and achievements during plaintiff, VRANESH’s, tenure as  
20 the Walnut Grove Elementary principal. Nonetheless, defendants used, and continue to use, their  
21 best efforts to disassociate that highly regarded recognition from the efforts of plaintiff,  
22 VRANESH, in administering the school site during the relevant review and assessment period to  
23 achieve that accomplishment, to their own aggrandizement and self-promotion.

24 141. Plaintiff is further informed and believes and thereon alleges that between April and  
25 June 2014, defendant, PUSD, and two (2) anonymous or unidentified employees of defendant,  
26 PUSD, who worked at the Walnut Grove site while plaintiff, VRANESH, served as its principal,  
27 secretly and without any notification or disclosure to plaintiff, VRANESH, participated in a  
28 purported “pre-litigation mediation” of those claims described or referenced in a public entity tort

1 claim dated on or about April 8, 2014, namely the alleged “creation and ratification of a hostile  
2 work environment; retaliation under the Fair Employment and Housing Act; intentional/negligent  
3 infliction of emotional distress; negligent hiring, retention and supervision” of plaintiff,  
4 VRANESH, and privacy.

5 142. Plaintiff is further informed and believes and thereon that the two (2) anonymous or  
6 heretofore unidentified District employees did not file claims against plaintiff, VRANESH, or  
7 District with the DFEH, nor receive right to sue letters, and he further alleges that the bulk, if not  
8 all, the claims, arose from the conduct and/or misconduct, and actions and/or inactions, of  
9 defendant, PUSD, and persons other than plaintiff, VRANESH. Moreover, plaintiff, VRANESH,  
10 contends and alleges that there was, and is, no basis in law, or fact, to the claims of the two (2)  
11 anonymous or unidentified employees against plaintiff, VRANESH.

12 143. Plaintiff is further informed and believes and thereon that notwithstanding  
13 defendants’ failure to disclose to, or allow an opportunity or right to participate or otherwise be  
14 involved in the aforementioned “pre-litigation mediation” by, plaintiff, VRANESH, of the  
15 aforementioned claims of the two (2) anonymous or unidentified employees, on or about June 21,  
16 2014, defendant, PUSD, and/or third persons purportedly acting on behalf of defendant, PUSD,  
17 paid \$245,000 to each of the two (2) unidentified District Employees.

18 144. Plaintiff is further informed and believes and thereon that defendant, PUSD, and its  
19 agents and attorneys, the identities of which are presently unknown to plaintiff, entered into a  
20 written settlement agreement containing a “General Release of All Claims” pursuant to which each  
21 of the two (2) unidentified District Employees “unconditionally, irrevocably and absolutely  
22 releases and discharges the DISTRICT, as well as any other present or former employee, officer,  
23 agent, attorney, affiliate, successor, assigned and all other representatives of the DISTRICT,  
24 including Jon Vranesh from any and all causes of action, judgments, liens, indebtedness, damages,  
25 losses, claims.” In addition, the settlement agreement contained a confidentiality provision. An  
26 express condition to the settlement agreement made it “subject to formal approval by the governing  
27 boards” defendant, PUSD, and third parties.

28 145. Plaintiff is further informed and believes and thereon alleges that defendant, PUSD,

1 was represented at the above-referenced “pre-litigation mediation” by attorney Louis Leone, and in  
2 truth and fact, plaintiff, VRANESH, never retained, nor authorized either Attorney Leone, or  
3 defendant, PUSD, or any other person, to act on his behalf, or represent his legal or other interests,  
4 at the subject “pre-litigation mediation,” nor to enter into a general or special release on his behalf.

5 146. Plaintiff is further informed and believes and thereon alleges that any reasonably  
6 competent, ethical attorney would, and could, not have allowed himself to enter into a written  
7 settlement agreement with the two (2) anonymous or unidentified employees of defendant, PUSD,  
8 on behalf of, or for the purported benefit of plaintiff, VRANESH, as occurred and memorialized in  
9 the express terms and recitals of the written “SETTLEMENT AGREEMENT AND RELEASE OF  
10 ALL CLAIMS” dated June 21, 2014. Moreover, plaintiff, VRANESH, never gave approval to any  
11 person to pay any amount whatsoever to the two (2) anonymous or unidentified District employees,  
12 nor would he have given any such approval, and indeed plaintiff, VRANESH, objects to the  
13 defendant, PUSD, and its attorneys so secretly conducting themselves and remitting payment  
14 because there was no merit or viable legal bases to any purported or alleged claims against  
15 plaintiff, VRANESH.

16 147. Plaintiff is further informed and believes and thereon alleges that during the period  
17 April through July 2014 when settlement was reached between defendant, PUSD, and the two (2)  
18 anonymous or unidentified District employees, significant conflict and conflicts of interest existed  
19 between plaintiff, VRANESH, and defendant, PUSD, precluding their joint representation by any  
20 single law firm or lawyer, including conflicts arising from plaintiff, VRANESH’s, prior written  
21 demands for defense and indemnity from defendant, PUSD, which were rejected by defendant,  
22 PUSD. In addition, at all times relevant hereto, insofar as any claims were made, or alleged,  
23 against plaintiff, VRANESH, actually or potentially creating personal and financial liability to him,  
24 whether based on harassment, then a further conflict of interest existed giving rise to the added  
25 obligation of plaintiff’s employer, namely defendant, PUSD, to provide separate and independent  
26 legal counsel to plaintiff, VRANESH, which defendant, PUSD, refused to provide.

27 148. Plaintiff is further informed and believes and thereon that an entity identified as the  
28 “Joint Powers Authorities, through Keenan and Associates,” purportedly paid the \$245,000

1 settlement amount to each of the unidentified PUSD employees “on behalf of the District.”

2           149. Plaintiff, VRANESH, is informed and believes and thereon alleges that the East Bay  
3 Schools Insurance Group [“EBSIG”] began operations to self-fund property and liability claims in  
4 or about 1986 as the so-called or identified “Joint Powers Authority,” pursuant to *California*  
5 *Government Code, §§6500 et seq.*, and contracts with Keenan and Associates to provide claims  
6 administration. Plaintiff is informed and believes and thereon alleges that at all times relevant  
7 hereto defendant, CAZARES, was, and is, a board member in the EBSIG, a position of influence,  
8 authority and control, including in its claims settlement and payment authority, including payment  
9 of the \$245,000 to each of the two (2) unidentified District Employees as before alleged.

10           150. Plaintiff is further informed and believes and thereon that two (2) days later, on  
11 June 23, 2014, attorney Kim Bogard disclosed that defendant, PUSD, hired another attorney, Sue  
12 Ann Van Dermyden [“Van Dermyden”], to investigate the “issues raised by” plaintiff, VRANESH,  
13 namely in his written complaints made, in writing, to defendant, PUSD, and its Board in October  
14 and December 2013, six (6) to eight (8) months earlier. The Bogard letter further stated that Van  
15 Dermyden finally submitted her “report to Board President Hintzke,” and defendant, PUSD’s  
16 Board, issued a “Preliminary Finding” on the Van Dermyden “investigation” into plaintiff’s earlier  
17 serious claims and complaints against defendants, PUSD, AHMADI, CAZARES, and other agents  
18 and employees of defendant, PUSD. In her letter, attorney Bogard further warned plaintiff,  
19 VRANESH, that:

20           “The Preliminary Findings and its contents are confidential and must not be shared with  
21 anyone other than [plaintiff, VRANESH]. Failure to maintain confidentiality of the  
22 document and its contents may result in disciplinary action of Mr. Vranesh.”

23 Accordingly, under continuing threat of “discipline,” defendant, PUSD, and other persons  
24 unreasonably interfere with plaintiff’s freedom of speech, including prior restraint of free speech,  
25 expression and association, as well as unjustifiably interfere with plaintiff, VRANESH’s, property  
26 rights and interests, including to continued employment and career, consistent with the  
27 considerable freedom granted certificated administrators and teachers, and protections of  
28 California’s *Education Code* and *Constitution*.

1           151. Plaintiff is further informed and believes and thereon that a week later, and almost  
2 two (2) months before plaintiff, VRANESH, was to take his assigned position as a certificated  
3 special education teacher at Village High School, on June 30, 2014, defendant, PUSD's, Assistant  
4 Superintendent Faraghan, informed plaintiff, VRANESH, in writing by "personal service and U.S.  
5 Mail" that:

- 6           • The "District recently became aware of additional acts of misconduct that you  
7 [plaintiff, VRANESH,] have engaged in as the principal of Walnut Grove;"
- 8           • "I will recommend to the Board of Trustees at its September 23, 2014 meeting that  
9 you [plaintiff, VRANESH] be terminated from employment with the District;"
- 10          • A "Statement of Charges" will be provided to plaintiff, VRANESH, "in mid-  
11 August;" and
- 12          • Finally directing that plaintiff, VRANESH, was again being placed on  
13 administrative leave.

14 As in the past, the letter further directed that during his administrative leave:

- 15          • Plaintiff, VRANESH, was to remain off all District property unless he had prior  
16 authorization from Faraghan or the Superintendent;
- 17          • Plaintiff, VRANESH, was to immediately turn in all District equipment and  
18 supplies in his possession to Faraghan;
- 19          • In addition, the "directive" did not apply when he was "exercising [his] right to vote  
20 at a California voting location"; and
- 21          • Plaintiff, VRANESH, was to remain "available to the District at all times during the  
22 regular working day."

23           152. On or about July 3, 2014, plaintiff requested, in writing, that defendant, PUSD,  
24 clarify the above-described Faraghan letter dated June 30, 2014, in particular the specific position  
25 within the District from which Jon Vranesh was presently being placed on administrative leave,  
26 and for which he was to be, paid by the District. Plaintiff further pointed out to the District that  
27 since plaintiff's employment as a certificated administrator was terminated by the District, and  
28 given his reassignment to a non-administrative and non-supervisory certificated position in or

1 about late-May 2014, then he must be represented by the Association of Pleasanton Teachers  
2 [“APT”] pursuant to the District’s collective bargaining agreement.

3 153. On or about July 3, 2014, plaintiff further requested, in writing, that defendant,  
4 PUSD, permit plaintiff, VRANESH, “to inspect his personnel file and all records at PUSD,  
5 including but not limited to the documentation supporting his recent administrative leave and any  
6 other aspects of his employment within the District, especially justifying or otherwise supporting  
7 [Faraghan’s] statement that Jon Vranesh engaged in ‘additional acts of misconduct,’ in particular  
8 “engaged in as the principal of Walnut Grove.”

9 154. Plaintiff is further informed and believes and thereon that nine (9) days later, on  
10 July 9, 2014, defendants, PUSD, and AHMADI, issued the following “Press Release - For  
11 Immediate Release,” relative to the previously alleged \$490,000 total settlement paid 2 District  
12 employees who worked at WGE:

13 “Administrators of the joint powers authority that provides liability coverage to the  
14 Pleasanton Unified School District have reached settlements in two claims filed by district  
15 employees alleging sexual harassment and a hostile work environment at Walnut Grove  
16 Elementary School. The settlement came following a formal mediation session with retired  
17 Alameda County Superior Court Judge Bonnie Sabraw.

18 Under the terms of the agreement, the joint powers authority will pay each of the  
19 two employees \$245,000. These funds will not come from the district budget and will not  
20 impact district revenue or operations. In exchange, the employees have agreed to release  
21 the district from further claims.

22 The claims and information provided described a pattern of behavior by former  
23 Walnut Grove principal Jon Vranesh including the use of derogatory, vulgar and sexual  
24 terms to refer to female subordinates, discussing inappropriate subjects with employees,  
25 and making statements perceived as threats to the safety or job security of employees.  
26 Claims filed against the district go through a process of evaluation and investigation.  
27 Options included rejecting the claim, negotiating a settlement or litigating the claim. In this  
28 case, an independent investigation found these complaints had merit and that the described



1 sexual harassment did, in fact, take place. The administrator was placed on leave in 2013.  
2 Further, administrators of the joint powers authority reviewed the evidence in this case,  
3 concluded the allegations in the claims had been substantiated, and advised that the claims  
4 should be settled without delay.

5 Our district seeks to ensure that each of its schools and offices are workplaces  
6 where employees are treated with respect and dignity. Since the time the actions described  
7 in these claims were brought to our attention, we have taken deliberate steps to ensure that  
8 Walnut Grove Elementary is the kind of workplace we expect all of our facilities to be.

9 We are deeply grateful to the interim administrators, staff and parents at Walnut  
10 Grove for the hard work they have done this year, and we are proud to have hired Ms. Jan  
11 Steed as the new principal of the school. We anticipate a productive and fulfilling year for  
12 the Walnut Grove community.”

13 155. Plaintiff is informed and believes and thereon alleges that the purpose and intent of  
14 defendant, PUSD, and other persons, in particular controlled by defendant, CAZARES, remitting  
15 \$490,000 was, and is, a cover-up and blatant attempt by defendants, and some of them, to “white-  
16 wash” their wrongful conduct, including but not limited to that as hereinbefore and hereinafter  
17 specifically alleged and set forth.

18 156. Plaintiff is informed and believes and thereon alleges that in truth and fact that: (a)  
19 the referenced claims filed by the “district employees” did not allege sexual harassment; (b) the  
20 claims and information provided did not describe an unlawful, actionable or other improper pattern  
21 of behavior by plaintiff, VRANESH, nor his use of derogatory, vulgar and sexual terms to refer to  
22 female subordinates, nor did plaintiff discuss inappropriate subjects with employees, nor make  
23 statements perceived as threats to the safety or job security of employees; (c) the referenced claims  
24 filed against the District did not proceed through a process of independent evaluation and  
25 investigation; (d) there was no “independent investigation” finding that legitimate legally  
26 actionable complaints against plaintiff, VRANESH, had merit, nor that sexual harassment as  
27 defined by California law occurred; (e) administrators of the “joint powers authority” did not  
28 impartially or fairly review the purported “evidence in this case,” nor could they reasonably

1 conclude or substantiate, nor did they objectively substantiate, that the alleged claims had merit in  
2 law, or that there was objective support to remit payment of \$245,000 to each of the claimants,  
3 under that settled facts “without delay,” or otherwise; and (f) there was, and is, a pattern of actions  
4 by defendant, PUSD, showing callous disregard and indifference for the hostile workplaces within,  
5 and at, its various sites, including WGE, caused by defendant, PUSD, and that the District treated  
6 its employees, especially male and certificated employees, without respect or dignity, especially  
7 giving the plethora of complaints of hostile workplace and retaliation, including by the APT, to and  
8 about defendant, PUSD, as will be established and shown by the evidence at trial herein.

9         157. Plaintiff is informed and believes and thereon alleges that on or about April 30,  
10 2014, APT, the California Teachers Association [“CTA”] and NEA, filed an Unfair Practice  
11 Charge with the California Public Employment Relations Board against defendant, PUSD, bearing  
12 case number SF-CE-3070-80 [hereinafter the “Unfair Practice Charge”]. The charges and  
13 statements set forth in the Unfair Practice Charge were made and verified, under penalty of perjury,  
14 by the CTA Staff Counsel, Jacob F Rukeyser. The “Statement of Charge” set forth and contained  
15 within the verified APT Unfair Practice Charge included the following:

- 16         •         “During the six months preceding the filing of this unfair practice charge, the  
17                 Pleasanton Unified School District (“District”), by its own actions and those of its  
18                 agents, has unlawfully imposed or threatened to impose reprisals on employees, and  
19                 otherwise interfered with, restrained, or coerced employees because of their exercise  
20                 of rights guaranteed by the EERA [Educational Employment Relations Act,  
21                 Government Code, §3540 et seq.] and has likewise denied the rights guaranteed  
22                 under EERA of its certificated employees' exclusive representative, the Association  
23                 of Pleasanton Teachers, CT A/NEA (“APT”), all in violation of EERA”;
- 24         •         “Over the past twelve months, APT has filed multiple contractual grievances  
25                 challenging Principal Conde’s various acts and omissions. Clark has necessarily  
26                 played an active role in the filing and prosecution of these grievances in her capacity  
27                 as APT Vice President and lead APT site representative at the Thomas S. Hart  
28                 Middle School. None of the grievances were distributed publicly; indeed, under the

1 Parties' longstanding practice, grievances are processed confidentially through the  
2 Parties' established labor relations mechanisms;”

- 3 • “The District is actively engaged in a so-called ‘astroturf’ campaign in support of  
4 Principal Conde - a scheme orchestrated by the District and designed to create the  
5 appearance of an actual, legitimate groundswell of parent support for Principal  
6 Conde;”
- 7 • “However, beyond this cynical effort to drum up support for Principal Conde, the  
8 District has also singled out individual certificated employees for ridicule, insult,  
9 threat, and adverse action;”
- 10 • “[T]he District has gone out of its way to: (1) identify Clark, Francis, Jaksoniak, and  
11 Wetklow by name as being *personally* responsible for APT contractual grievances  
12 and other actions challenging Principal Conde’s misconduct, none of which had  
13 previously been disclosed to the public; (2) individually insult Clark, Francis,  
14 Jaksoniak, and Wetklow as ‘problem teachers’ and ‘underperforming teachers’ who  
15 cannot and/or do not want to live up to ‘agreed-upon standards’; and (3) explicitly  
16 solicit parents of District students to file ‘a formal complaint’ against, and ‘work to  
17 remove’ [APT Vice President] Clark,” and other certificated teachers...;”
- 18 • The “District has also explicitly sought to distribute this message widely through the  
19 community”;
- 20 • “The District’s conduct described above constitutes unlawful retaliation and  
21 discrimination in violation of *Government Code section 3543.5(a)*, as follows: (a)  
22 Clark’s position as APT Vice President and lead APT site representative at Thomas  
23 S. Hart Middle School, as well as her role in the filing of contractual grievances and  
24 the above-referenced unfair practice charge constitute protected activity, of which  
25 the District undeniably has actual knowledge, and [other named certificated teachers  
26 at Hart] are plainly perceived by the District to have also exercised protected  
27 activity by allegedly filing unspecified “complaints” and otherwise supporting APT  
28 claims concerning Principal Conde; (b) the District’s public disclosure to the

1 community, including to parents of District students, of the teachers' role in such  
2 contractual and administrative actions, its insulting of them as 'problem teachers'  
3 and 'underperforming teachers,' and/or its active solicitation of parental complaints  
4 as a means of 'removing' them constitute adverse action and/or the threat of same;  
5 and (3) the District's *animus* is demonstrated, *inter alia*, by the same;"

- 6 • The District's actions are intended to do "harm to certificated employees' free  
7 exercise of rights guaranteed under the EERA, in that APT unit members will be  
8 chilled in the exercise of such rights;" and
- 9 • The "District's misconduct has singled out for ridicule, publicity, and potential or  
10 actual adverse action APT officers and unit members on the basis of their actual or  
11 perceived exercise of protected rights."

12 158. Plaintiff is informed and believes and thereon alleges that on or about July 24, 2014,  
13 Valexis Sutton resigned from defendant, PUSD.

14 159. Plaintiff is further informed and believes and thereon alleges that on or about  
15 August 16, 2014, defendant, PUSD's, Board Member, Jeff Bowser, in his official or individual  
16 capacity, as will be determined by the evidence as it evolves herein, directed and published over  
17 the world wide web, and Internet, an email referencing "Re-Elect Jeff to School Board" stating  
18 that:

19 "I have filed for my re-election but this will be a difficult race. Two people are running  
20 against Joan Laursen and myself. One wants to bring back a principal who harassed  
21 women at his school site."

22 Plaintiff is further informed and believes and thereon alleges that Bowser by implication,  
23 innuendo, and otherwise, intended to, and did, specifically, and with purpose and intent, refer to  
24 plaintiff, VRANESH, in order to hold plaintiff, VRANESH, up to public disdain and disrepute,  
25 with the further intent to profit and benefit therefrom in particular by seeking money to fund his  
26 political ambitions and concurrent make "political hay" against Bowser's political opponent(s) .

27 160. Plaintiff is informed and believes and thereon alleges that during the period June  
28 through August 2014, defendant, PUSD, and others, carried out their plan to placate the APT and

1 individual teachers and staff at the Walnut Grove site, effectively “cleaning house,” by hiring  
2 approximately thirteen (13) new staff members at that site, to deflect defendant, PUSD’s,  
3 responsibility for creating, and remedy any previously existing hostile work environment of its own  
4 making at that school site, and to hide or cover up its earlier contrived, arbitrary and untrue claims  
5 and complaints made against plaintiff, VRANESH.

6 161. On or about September 23, 2014, plaintiff, VRANESH, complained, in writing, to  
7 PUSD, that:

- 8 • He had “been suspended by the District in my position as SDC, FTE:1 at Village  
9 High School, in violation of the California Education Code”;
- 10 • “The District actually placed [him] on suspension from [his] assigned duties as a  
11 certificated teacher, thereby violating [his] statutory and contractual rights and  
12 privileges”;
- 13 • Plaintiff, VRANESH’s “suspension as a certificated teacher by the District violates  
14 the ... Education Code, §§44932, 44427, 44031”;
- 15 • “The District’s creation of a hostile work environment”;
- 16 • “Retaliation by the District because of [plaintiff’s] earlier complaint against cabinet  
17 level persons, including based on harassment, including hostile workplace”;
- 18 • Discrimination;
- 19 • “Continued refusal by the District, including Asst. Superintendent Faraghan to meet  
20 with [plaintiff], or [his] direct supervisor, so that [plaintiff] could timely present  
21 [his] written grievances to the District; and
- 22 • “Violation and failure to follow District Policy.”

23 162. On October 7, 2014, Assistant Superintendent Faraghan responded that plaintiff,  
24 VRANESH’s, complaints were “denied in [their] entirety.’

25 163. On April 16, 2014, pursuant to *California Government Code, §905, et. seq.*, and  
26 otherwise, plaintiff, VRANESH, timely made and served his claims for money damages and  
27 injunctive and other relief against the local public or other entity, namely defendant, PUSD, or the  
28 District, and the claim was denied on August 18, 2014. As a result, plaintiff, VRANESH,

1 exhausted his administrative remedies as required.

2 **FIRST CAUSE OF ACTION**

3 **FIRST COUNT**

4 **[Gender/Sex Discrimination]**

5 (Plaintiff asserts against defendants, PUSD and DOES 1 through 10, inclusive)

6 164. Plaintiff repeats and realleges each of the allegations contained in paragraphs 1  
7 through 163, inclusive, of the Preliminary Allegations, and incorporates the same herein by  
8 reference as though fully set forth.

9 165. At all relevant times mentioned herein, defendant, PUSD, was and is an "Employer"  
10 as defined by *Government Code §12926(d)* [hereinafter California's Fair Employment and Housing  
11 Act, *Government Code, §12900, et seq.*, will be referred to as the "*FEHA*"].

12 166. At all times herein mentioned, an employment relationship existed between  
13 plaintiff, VRANESH, and defendant, PUSD.

14 167. The *FEHA* makes it unlawful for "... an employer, because of the ... sex ... of any  
15 person, to ... discriminate against the person in ... [the] terms, conditions, or privileges of  
16 employment."

17 168. Plaintiff, VRANESH, is informed and believes and thereon alleges that defendants,  
18 PUSD and DOES 1 through 10, inclusive and each of them, violated the *FEHA*, by discriminating  
19 against him in the terms, conditions, and privileges of employment because of his gender or sex.

20 170. Plaintiff exhausted his administrative remedies by filing a complaint with the  
21 Department of Fair Employment and Housing [hereinafter "DFEH"], and receiving right-to-sue  
22 letters.

23 171. Plaintiff is further informed and believes and thereon alleges that all times  
24 relevant hereto defendants, PUSD and DOES 1 through 10, inclusive, and each of them, entered  
25 into a plan to discriminate in the terms, conditions and privileges of plaintiff's employment, and to  
26 harass and retaliate against plaintiff, VRANESH, because of his gender, namely male; engaging in  
27 verbal and other conduct, in particular accusing plaintiff of wrongdoing and his own sexual and  
28 other harassment of co-workers in the workplace, with the purpose and effect of interfering with

1 plaintiff's work performance and creating an intimidating, hostile or offensive work environment;  
2 and the alleged harassment sufficiently offended, humiliated, distressed and intruded upon plaintiff  
3 so as to disrupt his emotional tranquility in the workplace, and in particular his ability to perform  
4 his job; and defendants used, manipulated, and contrived to use and manipulate events and issues  
5 in order to justify, albeit as a pretext, plaintiff's being placed on administrative leave, suspension,  
6 effective demotion, with the ultimate goal or prospect of terminating plaintiff, VRANESH, in  
7 particular as a certificated administrator.

8         172. Plaintiff is informed and believes and thereon alleges that defendants discriminated  
9 against plaintiff, harassed and retaliated against him on the basis of sex in violation of California  
10 *Government Code, §§ 12940, et seq., the California Constitution* and/or public policy, by engaging  
11 in courses of conduct which included discrimination in the terms, conditions and privileges of his  
12 employment with defendant, PUSD; by retaining less qualified employees; and giving plaintiff  
13 pretextual or untrue reasons for his suspensions and effective demotion, and later termination as a  
14 certificated administrator, including as the Walnut Grove Elementary principal.

15         173. Plaintiff's job and responsibilities were transferred to a female, namely Jan Steed,  
16 after plaintiff notified defendant, PUSD, of discrimination and harassment and filed his  
17 discrimination complaint.

18         174. Defendants, PUSD, and DOES 1 through 10, inclusive, and each of them, were at  
19 all times material hereto and employees or otherwise falling within the meaning of *Government*  
20 *Code, §12926(c)*, and as such, barred from discriminating or harassing in relation to employment  
21 decisions, including but not limited to the terms, conditions and privileges of employment, on the  
22 basis of an employee's sex/gender pursuant to California *Government Code, §12940*, and pursuant  
23 to *California Constitution*, and other public policy.

24         175. Defendants, PUSD, and DOES 1 through 10, inclusive, and each of them,  
25 discriminated against plaintiff, VRANESH, in the terms, conditions, or privileges of employment  
26 because of sex/gender, and DOES 1 through 10, inclusive, and each of them, aided, abetted,  
27 incited, compelled, or coerced the doing of any of the acts forbidden under FEHA, or attempted to  
28 do so, in violation of *Government Code, §12940(i)*.

1           176. Plaintiff is further informed and believes and thereon alleges that defendants,  
2 PUSD, and DOES 1 through 10, inclusive, failed to timely or otherwise investigate or take prompt  
3 remedial action relative to plaintiff, VRANESH's, claims of discrimination, harassment and/or  
4 retaliation. Indeed and fact, after plaintiff filed his claims of earlier discrimination, harassment and  
5 retaliation initially in October 2013, and his later charges and complaints with the California  
6 DFEH, plaintiff, VRANESH, was terminated from his employment. He was replaced by a female  
7 employee.

8           177. Plaintiff is further informed and believes and thereon alleges that, in truth in fact,  
9 the reason that he was treated as he was, and constructively and later actually terminated as a  
10 certificated administrator, was, and is, principally because of his sex/gender. By so acting,  
11 defendants violated the provisions of *California Government Code, §12940* and *California*  
12 *Constitution, Article I, Section 8*, by using gender/sex as a determining criteria for the treatment or  
13 disciplining of plaintiff and other employees or persons, including but not limited to discrimination  
14 in terms, conditions and privileges of employment.

15           178. Pursuant to *Government Code, §12926(c)*, the *California Constitution* and/or public  
16 policies referred to herein, plaintiff, VRANESH, requests the imposition of liability on defendants,  
17 PUSD, and DOES 1 through 10, inclusive, and each of them. Should other persons be found to  
18 have participated in the sex discrimination, plaintiff reserves the right to request imposition of  
19 liability against those employees on the same bases as DOES 1 through 10, inclusive.

20           179. To the extent that plaintiff's sex/gender was a factor contributing to his treatment by  
21 defendants, or any of them, the acts of said defendants, and each of them, constituted sex/gender  
22 discrimination and/or harassment, and such discrimination/harassment was a substantial factor in  
23 causing damage or injury to plaintiff as set forth herein.

24           180. On or about November 5, 2013, plaintiff, VRANESH, filed a written complaint for  
25 discrimination, harassment and retaliation based on gender with the California Department of Fair  
26 Employment and Housing ["DFEH"], bearing DFEH No. 183613-77507, against defendants,  
27 PUSD and CAZARES.

28           181. On December 2, 2013, the DFEH issued its Right to Sue letter to plaintiff,



1 VRANESH, relative to DFEH No. 183613-77507.

2 182. On May 5, 2014, plaintiff, VRANESH, timely filed a second complaint for  
3 discrimination, harassment & retaliation with the DFEH, making claims against, defendants,  
4 PUSD, AHMADI, and CAZARES, namely DFEH Complaint No. 183613-103454, and on or about  
5 May 12, 2014, the DFEH issued its right to sue letter to plaintiff, VRANESH, relative to DFEH  
6 Complaint No. 183613-103454.

7 183. As a direct and proximate result of defendants' discrimination, harassment and/or  
8 retaliation against plaintiff, VRANESH, plaintiff suffered, and continues to suffer, substantial  
9 economic loss because of lost and decreased earnings, bonuses, deferred compensation and other  
10 employment benefits, in an amount plaintiff is presently unable to ascertain with certainty. As a  
11 result, plaintiff will ask leave to amend this complaint to set forth the exact amount thereof once  
12 the same is ascertained, or present evidence at trial to set forth the exact amount thereof.

13 184. As a further proximate result of defendants' actions, plaintiff has been injured in his  
14 health, strength and activity, sustaining injury to his respective nervous systems and persons, all of  
15 which injuries have caused, nervous pain and suffering, mental anguish and emotional distress. As  
16 a result of such injuries, plaintiff suffered general damages in an amount according to proof at trial.  
17 Plaintiff will seek leave to amend this complaint to set forth the exact amount thereof, or offer  
18 evidence thereon at trial.

19 185. Defendants, DOES 1 through 10, inclusive, and each of them, committed the acts  
20 herein alleged maliciously and oppressively, and in callous and conscious disregard and with the  
21 intention to deprive plaintiff of property and legal rights or otherwise causing plaintiff injury, and  
22 such conduct was despicable and subjected plaintiff to cruel and unjust hardship in conscious  
23 disregard of his rights so as to justify an award of exemplary and punitive damages according to  
24 proof at trial, except against the named governmental entity, PUSD.

25 186. As a further result of defendants' discriminatory acts as alleged herein, plaintiff has  
26 no plain, adequate or complete remedy at law, and defendants continue to engage in said alleged  
27 wrongful conduct. Therefore, plaintiff requests that defendants, and their agents, successors,  
28 employees, and those acting in concert with them, or any of them, be enjoined permanently from

1 engaging in each of these unlawful discriminatory and harassing practices, policies, usages and  
2 customs set forth herein, and such additional practices as said defendants have engaged in which  
3 are not yet fully known by plaintiff.

4 187. As a further direct and proximate result of defendant, PUSD's, conduct, plaintiff,  
5 VRANESH, has been required to obtain legal counsel to protect his rights, and he has thereby  
6 incurred attorneys' fees in an amount to be proven at the time of trial. Pursuant to *Government*  
7 *Code §12900, et seq.*, and specifically *§12965(b)*, plaintiff requests an award of reasonable  
8 attorneys' fees against defendant, PUSD, and DOES 1 through 10, inclusive, and each of them.

9 **FIRST CAUSE OF ACTION**

10 **SECOND COUNT**

11 **[Gender/Sexual Discrimination - Harassment, including Polluted and Hostile Workplace]**

12 (Plaintiff asserts against defendants, PUSD, AHMADI, CAZARES and DOES 1 through 10,  
13 inclusive )

14 188. Plaintiff repeats and realleges each of the allegations contained in paragraphs 1  
15 through 163, inclusive of the Preliminary Allegations, and paragraphs 165 through 182, inclusive,  
16 of Count 1 to his First Cause of Action above, and incorporates the same herein by reference as  
17 though fully set forth.

18 189. Plaintiff is further informed and believes and thereon alleges that defendants,  
19 PUSD, AHMADI, CAZARES and DOES 1 through 10, inclusive, and each of them, harassed  
20 plaintiff, VRANESH, because of his gender causing a a hostile or abusive work environment  
21 throughout the District, including but not limited to its Walnut Grove Elementary school site, the  
22 District's main offices and other locations.

23 190. While providing services to defendant, PUSD, plaintiff, VRANESH, was subjected  
24 to unwanted harassing conduct, including intimidating verbal abuse so severe or pervasive in  
25 particular by defendants, AHMADI, CAZARES and DOES 1 through 10, inclusive, and each of  
26 them, that it materially altered the conditions of his employment, creating a hostile or abusive work  
27 environment.

28 191. Plaintiff is further informed and believes and thereon alleges that a reasonable  
person in plaintiff, VRANESH's, circumstances would have considered his work environment, and

1 that of other employees in the District, to be hostile or abusive, and plaintiff, VRANESH and other  
2 persons considered the work environment to be hostile or abusive in and throughout the District.

3 192. Plaintiff is further informed and believes and thereon alleges that defendant,  
4 PUSD's, supervisors, including but not limited to defendants, AHMADI and CAZARES, engaged  
5 in the conduct, and defendant, District, and its supervisors or agents knew or should have known of  
6 the conduct and failed to take immediate and appropriate corrective action.

7 193. As a direct and proximate result of defendants' discrimination, harassment and/or  
8 retaliation against plaintiff, VRANESH, plaintiff suffered, and continues to suffer, substantial  
9 economic loss because of lost and decreased earnings, bonuses, deferred compensation and other  
10 employment benefits, in an amount plaintiff is presently unable to ascertain with certainty. As a  
11 result, plaintiff will ask leave to amend this complaint to set forth the exact amount thereof once  
12 the same is ascertained, or present evidence at trial to set forth the exact amount thereof.

13 194. As a further proximate result of defendants' actions, plaintiff has been injured in his  
14 health, strength and activity, sustaining injury to his respective nervous systems and persons, all of  
15 which injuries have caused, nervous pain and suffering, mental anguish and emotional distress. As  
16 a result of such injuries, plaintiff suffered general damages in an amount according to proof at trial.  
17 Plaintiff will seek leave to amend this complaint to set forth the exact amount thereof, or offer  
18 evidence thereon at trial.

19 195. Defendants, AHMADI, CAZARES and DOES 1 through 10, inclusive, and each of  
20 them, committed the acts herein alleged maliciously and oppressively, and in callous and conscious  
21 disregard and with the intention to deprive plaintiff of property and legal rights or otherwise  
22 causing plaintiff injury, and such conduct was despicable and subjected plaintiff to cruel and unjust  
23 hardship in conscious disregard of his rights so as to justify an award of exemplary and punitive  
24 damages according to proof at trial, except against the named governmental entity, PUSD.

25 196. As a further result of defendants' discriminatory acts as alleged herein, plaintiff has  
26 no plain, adequate or complete remedy at law, and defendants continue to engage in said alleged  
27 wrongful conduct. Therefore, plaintiff requests that defendants, and their agents, successors,  
28 employees, and those acting in concert with them, or any of them, be enjoined permanently from

1 engaging in each of these unlawful discriminatory and harassing practices, policies, usages and  
2 customs set forth herein, and such additional practices as said defendants have engaged in which  
3 are not yet fully known by plaintiff.

4 197. As a further direct and proximate result of defendant, PUSD's, conduct, plaintiff,  
5 VRANESH, has been required to obtain legal counsel to protect his rights, and he has t incurred,  
6 and will continue to incur, substantial attorneys' fees in an amount to be proven at the time of trial  
7 or pursuant to memorandum of costs and request for attorneys' fees by post-trial or other motion or  
8 request. Pursuant to *Government Code §12900, et seq.*, and specifically *§12965(b)*, plaintiff  
9 requests an award of reasonable attorneys' fees against defendant, PUSD, and DOES 1 through 10,  
10 inclusive, and each of them.

11 198. Plaintiff is further informed and believes and thereon alleges that the conduct of  
12 defendants, PUSD, AHMADI, CAZARES and DOES 1 through 10, inclusive, was a substantial  
13 factor in causing plaintiff, VRANESH's, harm.

14 **FIRST CAUSE OF ACTION**

15 **THIRD COUNT**

16 **[Gender/Sexual Discrimination - Retaliation]**

17 (Plaintiff asserts against defendants, PUSD and DOES 1 through 10, inclusive)

18 199. Plaintiff repeats and realleges each of the allegations contained in paragraphs 1  
19 through 151, inclusive of the Preliminary Allegations, and paragraphs 153 through 167 and 189  
20 through 192, inclusive, of Counts 1 and 2, respectively to his First Cause of Action above, and  
21 incorporates the same herein by reference as though fully set forth.

22 200. Plaintiff is further informed and believes and thereon alleges that as the direct and  
23 proximate result of plaintiff's complaints, namely his internal complaint to defendant, PUSD, in or  
24 about October 2013 and later complaints/charges filed by plaintiff, VRANESH, with the DFEH,  
25 defendants, PUSD and DOES 1 through 10, inclusive, and each of them, retaliated against him by  
26 materially altering the terms and conditions of his employment as set forth herein and otherwise.

27 201. As an example, plaintiff, VRANESH, timely filed charges of sex/gender  
28 discrimination, harassment and retaliation with the California Department of Fair Employment and

1 Housing ["DFEH"]. Immediately following his filing his discrimination and harassment claims  
2 with that State agency as permitted under the law, he was further retaliated against by defendants,  
3 PUSD and DOES 1 through 10, inclusive, and each of them, by having his job, employment  
4 contract and professional reputation and character assaulted and threatened; plaintiff, VRANESH,  
5 had his job responsibilities as Walnut Grove Elementary principal and as a certificated  
6 administrator taken away from him; plaintiff was suspended from his position and employment  
7 with the District in a public and humiliating way and held up to villainy, enmity, infamy and utter  
8 distain in the community and throughout the District; forced to perform mundane, routine tasks,  
9 such as data entry, rather than perform duties as a certificated administrator, in a contrived,  
10 fabricated, meaningless position in the District; and plaintiff, VRANESH, was shunned and  
11 isolated, for instance, with his immediate supervisor, ODIE DOUGLAS, refusing to even speak  
12 with him for long periods of time and not permitting plaintiff to attend or participate in meetings,  
13 conference and even essential training with plaintiff's colleagues within the District.

14         202. Plaintiff is further informed and believes and thereon alleges that defendant, PUSD,  
15 further failed to investigate and take prompt remedial action in relation to plaintiff, VRANESH's,  
16 discrimination, harassment and retaliation complaints.

17         203. Plaintiff is further informed and believes and thereon alleges that *Government*  
18 *Code, §12940(h)*, makes it unlawful for any employer to discharge or otherwise discriminate  
19 against a person in material terms and conditions of employment because that person has opposed  
20 discrimination and harassment in the workplace.

21         204. During his employment with defendant, PUSD, plaintiff, VRANESH, complained  
22 to defendants, and each of them, of conduct that he reasonably believed to be in violation of  
23 *Government Code, §12940*.

24         205. Plaintiff is further informed and believes and thereon alleges that defendants,  
25 PUSD, AHMADI, CAZARES and DOES 1 through 10, inclusive, and each of them, retaliated  
26 against plaintiff, VRANESH, including but not limited to the following:

- 27         • They took adverse personnel actions, transferred, demoted, suspended and  
28         terminated plaintiff, VRANESH, as an elementary school principal and ultimately

1 as a certificated administrator in the District; and

- 2 • They subjected plaintiff, VRANESH, to adverse employment actions, that is taking  
3 actions or engaging in a course or pattern of conduct that, taken as a whole,  
4 materially and adversely affected the terms, conditions, or privileges of plaintiff's  
5 employment, including conduct reasonably likely to impair a reasonable employee's  
6 job performance or prospects for advancement or promotion, and cause anger,  
7 frustration or upset in any employee including but not limited to plaintiff,  
8 VRANESH, to cause the employee to lose confidence in their skills and value as an  
9 employee and person, and indeed try to force an employee such as plaintiff,  
10 VRANESH, to quit employment with the District.

11 206. Plaintiff, VRANESH, is informed and believes and thereon alleges that his making  
12 and filing complaints of discrimination, harassment retaliation with the California Department of  
13 Fair Employment and Housing ["DFEH"] and with defendant, PUSD, and other persons, was a  
14 substantial motivating reason, that is it actually contributed to the specific adverse employment  
15 actions taken against, and continuing to be taken against plaintiff, VRANESH, and was or were  
16 more than remote or trivial reasons, although not necessarily the only reason motivating defendant,  
17 PUSD's, actions to place plaintiff, VRANESH, on administrative leave, suspension, demotion,  
18 public humiliation, discharge and termination as an administrator in the District.

19 207. As the direct and proximate result of defendants' retaliatory actions and conduct,  
20 plaintiff has incurred general and special damages, the full extent of which are uncertain at this  
21 time, but which are within the jurisdiction of this court.

22 208. Plaintiff, VRANESH, is informed and believes and thereon alleges that he was  
23 damaged in an amount to be shown at trial for loss of salary, compensation, wages other  
24 employment benefits, and further suffered emotional distress in amounts plaintiff cannot set forth  
25 with certainty, and at trial will seek leave to amend this complaint to set for the exact amounts of  
26 those economic and non-economic damages once the same have been ascertained, or offer proof  
27 thereof at trial, as appropriate.

28 209. As a result of defendants' discriminatory and retaliatory acts as alleged herein,

1 plaintiff is entitled to his reasonable attorneys' fees and costs of suit incurred herein pursuant to  
2 California Government Code, § 12965(b).

3 **FIRST CAUSE OF ACTION**

4 **FOURTH COUNT**

5 **[Gender/Sexual Discrimination/ Harassment - Hostile Workplace ]**

6 (Plaintiff asserts against defendants, PUSD, AHMADI, CAZARES and DOES 1 through 20,  
7 inclusive)

8 210. Plaintiff repeats and realleges each of the allegations contained in paragraphs 1  
9 through 163, inclusive of the Preliminary Allegations, and paragraphs 165 through 182, 189  
10 through 192, and 200 through 206, inclusive, of Counts 1, 2 and 3, respectively, to his First Cause  
11 of Action above, and incorporates the same herein by reference as though fully set forth.

12 211. Plaintiff, VRANESH, is informed and believes and thereon alleges that he was  
13 further subjected to a hostile or abusive work environment by defendants, PUSD, AHMADI,  
14 CAZARES and DOES 1 through 20, inclusive, and each of them, because male employees at the  
15 District, were subjected to intimidation and harassment, including but not limited to unwanted  
16 intimidating and harassing conduct not always personally witnessed that took place in his  
17 immediate work environment, including but not limited to engaging in unwanted verbal or physical  
18 conduct of a sexual nature the following so severe or pervasive that a reasonable male employee,  
19 especially in a principal position within the District, in plaintiff, VRANESH, 's circumstances,  
20 would have considered the work environment to be hostile or abusive, and indeed plaintiff,  
21 VRANESH, considered the work environment to be hostile or abusive toward male employees.

22 212. Plaintiff, VRANESH, is further informed and believes and thereon alleges that  
23 certain persons, including defendants, AHMADI, CAZARES and DOES 1 through 20, inclusive,  
24 and each of them, participated in, or assisted or encouraged the intimidating and harassing conduct,  
25 including verbal harassment, such as obscene language, demeaning comments, slurs, or threats.

26 213. Plaintiff, VRANESH, is further informed and believes and thereon alleges that  
27 defendants, PUSD, and/or its employees, supervisors or agents, including but not limited to  
28 defendants, AHMADI, CAZARES, and DOES 1 through 20, and other persons, subjected plaintiff,

1 VRANESH, to sexual harassment and in particular a hostile workplace and environment, in part  
2 because of the following:

- 3 • Defendants, AHMADI, CAZARES and DOES 1 through 20, inclusive, and each of  
4 them, were District supervisors, who had the discretion and authority: to hire,  
5 transfer, promote, assign, reward, discipline, or discharge or effectively to  
6 recommend any of these actions; to act on the grievances of other employees and/or  
7 effectively recommend action on grievances; and/or to direct plaintiff,  
8 VRANESH's, and other male employees', daily work activities;
- 9 • Defendants, AHMADI, CAZARES and DOES 1 through 20, inclusive, and each of  
10 them, and other persons who were District supervisors made or engaged in  
11 unwanted verbal or physical conduct of a sexual nature, creating a hostile,  
12 threatening workplace and environment; and
- 13 • That job benefits were conditioned, by words or conduct, on sexual conduct by  
14 defendants, AHMADI, CAZARES and DOES 1 through 20, inclusive, and each of  
15 them, and other persons who were District supervisors or employment decisions  
16 affecting plaintiff, VRANESH, were made based on his acceptance or rejection of  
17 their sexual, intimidating, hostile and harassing conduct.

18 214. Plaintiff, VRANESH, is informed and believes and thereon alleges that the conduct  
19 of defendants, PUSD, AHMADI, CAZARES and DOES 1 through 20, inclusive, and each of them,  
20 were substantial factors in causing plaintiff, VRANESH's, harm, including to cause plaintiff, to be  
21 damaged in an amount to be shown at trial for loss of salary, compensation, wages other  
22 employment benefits, and further suffered emotional distress in amounts to be determined by the  
23 evidence at trial. Plaintiff will seek leave to amend this complaint to set for the exact amounts of  
24 those economic and non-economic damages once the same have been ascertained, or offer proof  
25 thereof at trial, as appropriate.

26 215. Defendants committed the acts herein alleged maliciously and oppressively, and  
27 in callous and conscious disregard and with the intention to deprive plaintiff of property and legal  
28 rights or otherwise causing plaintiff injury, and such conduct was despicable and subjected plaintiff



1 to cruel and unjust hardship in conscious disregard of his rights so as to justify an award of  
2 exemplary and punitive damages according to proof at trial, except against the named  
3 governmental entity, PUSD.

4 216. As a result of defendants' discriminatory acts as alleged herein, plaintiff is  
5 entitled to his reasonable attorneys' fees and costs of suit incurred herein pursuant to California  
6 *Government Code, § 12965(b)*.

7 **FIRST CAUSE OF ACTION**

8 **FIFTH COUNT**

9 **[Gender/Sexual Discrimination - Failure To Prevent Harassment/Discrimination/Retaliation]**

10 (Plaintiff asserts against defendants, PUSD and DOES 1 through 20, inclusive)

11 217. Plaintiff repeats and realleges each of the allegations contained in paragraphs 1  
12 through 163, inclusive of the Preliminary Allegations, and paragraphs 165 through 182, 189  
13 through 192, 200 through 206, and 211 through 213, inclusive, of Counts 1, 2, 3 and 4,  
14 respectively, to his First Cause of Action above to his First Cause of Action above, and  
15 incorporates the same herein by reference as though fully set forth.

16 218. Plaintiff, VRANESH, is further informed and believes and thereon alleges that  
17 *Government Code, §12940(k)*, makes it unlawful for an employer "to fail to take all reasonable  
18 steps necessary to prevent discrimination and harassment from occurring."

19 219. Plaintiff is further informed and believes and thereon alleges that in allowing the  
20 perpetuation of the above-described conduct, defendants, PUSD and DOES 1 through 20,  
21 inclusive, and each of them, demonstrated the following failures and omissions with respect to its  
22 obligations pursuant to *Government Code, §12940(k)*.

23 (a) With respect to discrimination, defendants, and each of them, had no policy  
24 or a policy that was ineffective, or if they had policies, arbitrarily followed them, in most  
25 cases favoring female employees over male employees;

26 (b) With respect to the training of management, in particular at its so-called  
27 "cabinet-level," including Superintendent and Deputy/Assistant Superintendent positions,  
28 as to its responsibilities and sensitivities, defendants, and each of them, had no, or

1 inadequate and ineffective, training;

2 (c) Defendants, and each of them, failed to implement whatever policies,  
3 practices, and procedures were in existence at all or in an effective manner;

4 (d) Defendants, and each of them, failed to adequately monitor the existence of  
5 retaliation against those who complained about discrimination; and

6 (e) Defendants, and each of them, failed to properly remediate plaintiff's  
7 complaints of discrimination by, among other things, failing to properly investigate and/or  
8 by allowing the conduct of perpetrators to continue unabated and/or without timely and/or  
9 proper remediation.

10 220. Plaintiff is further informed and believes and thereon alleges that at all relevant  
11 time periods, defendants, and each of them, failed to make an adequate or any response to the  
12 aforesaid conduct which thereby condoned, encouraged, tolerated, sanctioned, ratified, approved  
13 of, and/or acquiesced in discrimination violative of California *Government Code*, §§12940, *et seq.*,  
14 e.g., *FEHA*, toward plaintiff, VRANESH, and other employees similarly situated.

15 221. Plaintiff is further informed and believes and thereon alleges that at all relevant  
16 time periods, defendants, and each of them, failed to provide any or adequate training, education,  
17 and information to their personnel, and most particularly to management and supervisory  
18 personnel, with regard to policy and procedures regarding California *Government Code*, §§12940,  
19 *et seq.*

20 222. Defendants, and each of them, knew or reasonably should have known that the  
21 failure to provide any or adequate education, training, and information as to their personnel  
22 policies and practices regarding California *Government Code*, §§12940 *et seq.* would result in  
23 discrimination and retaliation against plaintiff.

24 223. Plaintiff is further informed and believes and thereon alleges that the acts or failures  
25 to act of policy-making personnel within the organization of defendants, and each of them, show  
26 that defendants were deliberately indifferent to the need to provide any or adequate training,  
27 education, and information to the personnel of defendants, and each of them, as to policies  
28 regarding discrimination, including harassment, hostile workplace and/or environment, retaliation,

1 fairness and good faith.

2           224. Plaintiff is further informed and believes and thereon alleges that defendants'  
3 failures to take all reasonable steps necessary to prevent discrimination and harassment from  
4 occurring and to further provide any or adequate policies and practices regarding discrimination  
5 constituted deliberate indifference to plaintiff, VRANESH, under *Government Code, §12940(k)*.

6           225. Plaintiff is further informed and believes and thereon alleges that in violation of  
7 *Government Code, §12940, subdivision (i)*, defendants, PUSD and DOES 1 through 20, inclusive,  
8 and each of them and/or their agents/employees, failed to take all reasonable steps necessary to  
9 prevent discrimination, harassment and retaliation against plaintiff, VRANESH, from occurring.  
10 In addition, defendants, and each of them and/or their agents/employees, failed to remedy such  
11 discrimination, harassment and retaliation when they realized these unlawful actions were  
12 occurring.

13           226. Plaintiff is further informed and believes and thereon alleges that defendants' failure  
14 to take reasonable steps to prevent discrimination, harassment and retaliation against plaintiff  
15 fostered, created, and encouraged an environment where these unlawful discriminatory and  
16 retaliatory actions were condoned, encouraged, tolerated, sanctioned and/or ratified.

17           227. Plaintiff is further informed and believes and thereon alleges that the conduct set  
18 forth herein, including the failure to establish and/or enforce any or an adequate policy and  
19 procedure on discrimination, investigation of complaints of discrimination, and/or appropriate  
20 remediation thereof, caused defendants, and each of them, to order, ignore, encourage, approve,  
21 cause, tolerate, sanction, and/or acquiesce in the violation by personnel (including management) of  
22 defendants, and each of them, of the rights of plaintiff, VRANESH, under *Government Code,*  
23 *§12940(k)*.

24           228. Plaintiff, VRANESH, is informed and believes and thereon alleges that as a further  
25 direct and proximate result of defendant, PUSD's failure to prevent, including ongoing failure to  
26 take all reasonable steps to prevent, harassment, discrimination, or retaliation based on gender, he  
27 was damaged in an amount to be shown at trial for loss of salary, compensation, wages other  
28 employment benefits, and further suffered emotional distress in amounts to be proved at trial.



1 terms, conditions and privileges of plaintiff, VRANESH's, employment relationship and overall  
2 employment contract with defendant, PUSD, as hereinafter further alleged.

3         234. Plaintiff is informed and believes and thereon alleges that from and after August  
4 2000, to the present, he was considered an employee of defendant, PUSD, with an employment  
5 contract or agreement as hereinafter alleged which contemplated the opportunity for a  
6 distinguished career as an educator, administrator and leader in public education, In additional, at  
7 relevant time, it was understood and acknowledged that the employment contract and agreement  
8 would result in significant financial, e.g. economic, emotional and reputational, injuries and  
9 damages in the event that the contract between the parties was breached specifically by defendant,  
10 PUSD.

11         235. At all times relevant hereto, plaintiff, VRANESH, was a faithful, loyal, hard-  
12 working employee of defendant, PUSD.

13         236. At all relevant times, plaintiff, VRANESH, put defendant, PUSD's, goals, and in  
14 particular the educational needs of the District's students, first and foremost, and he committed his  
15 time and talent tirelessly to fully performing and fulfilling his professional obligations and  
16 responsibilities as a certificated teach or administrator. Had plaintiff, VRANESH, known that  
17 defendant, PUSD, would breach its employment agreement, and break their promises, with  
18 plaintiff, VRANESH, as herein alleged, he would not have worked and strived so selflessly to  
19 carrying out the policies and directions of defendant, PUSD, nor would he have even initially  
20 agreed to contract with the District.

21         237. While plaintiff, VRANESH, showed his total and unconditional commitment to the  
22 mission and the work of defendant, PUSD, from and after in about December 2012 through the  
23 present, defendant, PUSD, unreasonably and callously failed to support plaintiff, VRANESH, as a  
24 certificated administrator to preserve its own best interests which were, and are, fully contrary to  
25 the mandates of public education and employment, including but not limited to: disparaging  
26 plaintiff's performance and skills as an educator and administrator in the greater Pleasanton  
27 community; and finally terminating plaintiff's employment in a most humiliating public manner  
28 with the purpose of intimidating and eroding plaintiff's confidence, self-esteem and reputation.

1           238. Plaintiff is informed and believes and thereon alleges that defendant, PUSD,  
2 prepared and leaked inaccurate and false reports to orchestrate a publicly plausible pretext for  
3 terminating plaintiff, VRANESH, based on a purported “investigation,” when in truth and fact  
4 there was no reasonable or competent “investigation” into any alleged wrong-doing or improper  
5 conduct by plaintiff, VRANESH. At the same time, defendant, PUSD, suppressed from the public  
6 the truth of events occurring within the District to effectively make plaintiff, VRANESH, the “fall  
7 guy” and take the focus of misconduct and misdeeds away from the District’s Cabinet and certain  
8 of its Board members.

9           239. Plaintiff is further informed and believes and thereon alleges that in or about  
10 December 2013, defendant, PUSD, and in particular its Superintendent, AHMADI, authored an  
11 erroneous report, fully intended and later in fact released to the public, to specifically discredit  
12 plaintiff, VRANESH, suggesting that there were so-called “claims” or “complaints” of misconduct  
13 by plaintiff, VRANESH, in the workplace for which plaintiff should be disciplined. In truth and  
14 fact, in meetings before the Board and private discussions “off the record,” defendant, PUSD,  
15 knew full well that its so-called “cabinet level” created an hostile work environment throughout the  
16 District, and faced with increasing complaints by the teachers and classified union employees, the  
17 District would continue in its ongoing policy to lay the blame on yet another certificated  
18 administrator, in instance plaintiff, VRANESH, as a concession, rather than to perform its  
19 obligations to plaintiff, VRANESH, in good faith pursuant to the terms and obligations of the  
20 employment agreement between plaintiff, VRANESH, and defendant, PUSD.

21           240. In truth and fact, on or about July 10, 2013, plaintiff’s immediate supervisor,  
22 Assistant Superintendent Douglas, evaluated plaintiff, VRANESH, as a superior certificated  
23 administrator at WGE, and in particular concluded a superior evaluation by stating unequivocally  
24 that:

25           “Mr. Vranesh strives to provide a quality educational program for every student at Walnut  
26 Grove Elementary School. **He maintains high academic expectations in a safe,**  
27 **supportive learning environment.** He uses student achievement data results to drive  
28 instructional improvement efforts. ... He supports and encourages the instructional staff to

1 increase the academic performance of all students.” [Emphasis added.]

2 241. Plaintiff is informed and believes and thereon alleges that at all times relevant  
3 hereto defendant, PUSD, took the real position and stance that plaintiff, VRANESH, should  
4 sacrifice his professional and personal reputations earned and developed over almost 20 years of  
5 public education, and assume the role of “scapegoat” in order to take the then growing pressure or  
6 “heat” off PUSD’s so-called “cabinet,” consisting of Superintendent AHMADI, Deputy  
7 Superintendent CAZARES and Assistant Superintendents Faraghan and Douglas, to placate the  
8 APT, CSEA, certain Board member, and the media.

9 242. Plaintiff is informed and believes and thereon alleges that his employment was  
10 terminated by defendant, PUSD, for the foregoing and other reasons fully contrary to the terms and  
11 conditions of plaintiff’s employment contract as herein set forth.

12 243. Contrary to, and in breach of, the employment contract, as more specifically alleged  
13 and described below, plaintiff’s name, reputation, and career have been destroyed by defendant,  
14 PUSD, the organization plaintiff, VRANESH, loved and faithfully served for more than 14 years.

15 244. Plaintiff is informed and believes and thereon alleges that at all times relevant  
16 hereto, defendant, PUSD, assured plaintiff of continued employment, and it was defendant’s policy  
17 not to terminate certificated administrators, except for good cause. Plaintiff is informed and  
18 believes and thereon alleges that it was, and is, the policy of defendant, PUSD, not to terminate its  
19 certificated and other administrators, including its school or site principals, without good cause.

20 245. Throughout his employment relationship with defendant, in addition to their  
21 obligations arising from the aforementioned assurances, verbally and in writing, which were  
22 memorialized, in part, by various writings, plaintiff and defendant, PUSD, was also subject to the  
23 policies, practices and procedures maintained and practiced by said defendant, for all of their  
24 certificated and other administrators, and especially to those employees in administrative,  
25 management positions such as defendant, PUSD’s, school or site principals, including the  
26 mandates and protections of the *California Education Code*. These policies, practices and  
27 procedures, in conjunction with the verbal employment assurances and statements, and the various  
28 writings memorializing the employment relationship between plaintiff and defendant, PUSD,

1 formed the contract of employment between plaintiff and defendant, PUSD [hereinafter these  
2 policies, practices and procedures, and the oral, written and other assurances and promises to  
3 employees, including letters or other correspondence memorializing the implied employment  
4 agreement between plaintiff and defendant, shall be collectively referred to as the “Employment  
5 Contract”].

6 246. As of October 24, 2013, plaintiff, VRANESH, and defendant, PUSD, specifically  
7 agreed pursuant to the Employment Contract without limitation to the following and other terms  
8 and conditions, and defendant(s) promised to plaintiff that:

9 A. Defendant, PUSD, agreed to continue to employ plaintiff, VRANESH as its  
10 certificated administrator, in particular in or at its elementary school sites, especially  
11 Walnut Grove Elementary;

12 B. Plaintiff, VRANESH’s, employment relationship as a certificated administrator  
13 with the PUSD was not at-will;

14 C. Plaintiff, VRANESH, agreed to use his administrative and educational skills,  
15 energies, abilities, and attention to the performance of his employment duties and the  
16 furtherance of defendant, PUSD’s, interests, and to perform his duties in good faith and in a  
17 manner to maintain and increase the good will and reputation of defendant, and plaintiff,  
18 VRANESH, agreed that he owed to PUSD the duties of loyalty, due care, full disclosure  
19 and good faith;

20 D. As of in or about September 2013, defendant, PUSD, agreed and promised to pay  
21 plaintiff, VRANESH, an annual salary (the “base salary”) of approximately One Hundred T  
22 Twenty Eight Thousand Dollars (\$128,0000), and following the completion of each year of  
23 employment at defendant, PUSD, under the Employment Contract, the PUSD’s Board  
24 would determine future annual salary increases;

25 E. Plaintiff, VRANESH, was also to receive other benefits provided by the PUSD to  
26 its certificated administrators;

27 F. Plaintiff, VRANESH’s, employment could be suspended or terminated only for  
28 good cause or reason defined to include:



- 1 (i) Immoral or unprofessional conduct;
- 2 (ii) Commission, or aiding or advocating the commission, of acts of criminal  
3 syndicalism;
- 4 (iii) Dishonesty;
- 5 (iv) Unsatisfactory performance;<sup>2</sup>
- 6 (v) Evident unfitness for service;
- 7 (vi) Physical or mental condition rendering the employee unfit to instruct or associate  
8 with children;
- 9 (vii) Persistent violation of or refusal to obey the school laws of the state or reasonable  
10 regulations prescribed for the government of the public schools by the State Board  
11 of Education or by the governing board of the employing school district;
- 12 (viii) Conviction of a felony or of any crime involving moral turpitude (discussed *below*);
- 13 (ix) Violation of Educ. Code § 51530 (prohibition against teaching or advocacy of  
14 communism in public schools for purpose of indoctrinating students) or any conduct  
15 specified in Gov. Code § 1028 (knowing membership in Communist Party or any  
16 organization advocating forceful overthrow of government as sufficient cause for  
17 dismissal of public employee);
- 18 (x) Violation of any provision in former Educ. Code §§ 7001-7007 (relating to knowing  
19 membership of public school employees in Communist Party); or
- 20 (xi) Alcoholism or other drug abuse that makes the employee unfit to instruct or  
21 associate with children.

22 G. Defendant, PUSD, would not publicly or otherwise disparage plaintiff, VRANESH,  
23 nor disclose to any third party, the conditions of plaintiff, VRANESH's, employment with  
24 defendant, PUSD; and

25 H. Defendant would not disclose to the public matters of a private, personnel nature

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26  
27 <sup>2</sup> A permanent employee may be dismissed or suspended on grounds of unprofessional conduct consisting of acts or  
28 omissions other than those specified in *Education Code, §44932*; and any such charge must specify instances of  
behavior deemed to constitute unprofessional conduct [*Education Code, §44933*]. Moreover, dismissal for  
unprofessional conduct under *Education Code, §44933*, must be based on acts or omissions other than those  
supporting dismissal under *Education Code, §44932(a)*.

1 relating to plaintiff, VRANESH, including his performance, including any complaints  
2 about his performance.

3 247. The overall Employment Contract between plaintiff and defendant was and is  
4 evidenced by various written documents or representations to plaintiff by defendant's agents and  
5 employees, and the parties entire course of conduct, including, but not limited to, the following:.

6 a. The Administrative Employment Contract;

7 b. The written personnel policies, regulations and appendices and other discipline and  
8 personnel procedures of defendant, PUSD;

9 c. There was an established policy within defendant, PUSD, known to plaintiff and  
10 other certificated and other administrative and management employees and relied upon by  
11 plaintiff, that employees such as plaintiff who had performed services as a good and faithful  
12 employee would have secure employment tenure with defendant(s); that an employee such  
13 as plaintiff would be permitted to continue employment unless discharged for good and  
14 sufficient cause; that an employee such as plaintiff with a grievance or complaint lodged  
15 against him would be provided a meaningful opportunity to respond and/or improve; that  
16 an employee such as plaintiff would not be demoted, discharged or disciplined without  
17 good and sufficient cause and would not otherwise have his job functions and  
18 responsibilities taken away or reassigned;

19 d. Plaintiff was so told by his superiors, orally and in writing, that he was doing a  
20 superior job and plaintiff's employment would continue; and

21 e. plaintiff's continued promotions, salary and merit increases, and increased  
22 responsibility and authority.

23 248. As a result of the above representations, policies and conduct, plaintiff came  
24 reasonably to expect and to rely on the promise of job security. Such statements and acts by  
25 defendant communicated to plaintiff the idea that his job was secure. In good faith, plaintiff relied  
26 upon these representations and believed them to be true.

27 249. Pursuant to further terms of the Employment Contract, defendants, PUSD,  
28 expressly and impliedly agreed that:

1 a. Plaintiff would be able to continue his employment with defendant indefinitely so  
2 long as he carried out his duties in a proper and competent manner;

3 b. Plaintiff would not be placed on administrative leave, suspended (with or without  
4 pay), demoted, discharged or otherwise disciplined, nor would plaintiff's job functions be  
5 taken away or otherwise reassigned for other than good cause and business necessity with  
6 notice thereof;

7 c. Defendant would not evaluate plaintiff's performance in an arbitrary, untrue or  
8 capricious manner;

9 d. If grievances or complaints were lodged regarding plaintiff's performance,  
10 demeanor or conduct, then he would be given written notice and a meaningful opportunity  
11 to respond and improve;

12 e. Defendant, PUSD, would not publicly or otherwise disparage plaintiff, VRANESH,  
13 nor disclose to any third party, the conditions of plaintiff, VRANESH's, employment with  
14 defendant, PUSD; and

15 f. Defendant would not disclose to the public matters of a private, personnel nature  
16 relating to plaintiff, VRANESH, including his performance, including any complaints  
17 about his performance.

18 250. Plaintiff's reliance on, and belief and acceptance in good faith of all the  
19 reassurances, promises, representations and conduct set forth in paragraphs 246, 247 and 249,  
20 above, led plaintiff throughout his employment with defendant(s) to reasonably believe that his  
21 employment was secure and that there existed a contract of continuous employment with  
22 defendant, PUSD, and plaintiff would not be publicly disparaged or defamed, nor would plaintiff's  
23 personal and financial privacy rights be violated or breached. As independent consideration for the  
24 Employment Contract of continuing employment, and evidence of plaintiff's reliance on them, in  
25 addition to performing his regular and extraordinary duties as an employee of defendant, PUSD,  
26 plaintiff, VRANESH, refrained from seeking other employment, consequently refraining from  
27 pursuit of other career opportunities.

28 251. At no time during plaintiff's employment, did defendant, PUSD, or its agents or

1 employees, make direct criticism of plaintiff's work or give notice to plaintiff that his performance,  
2 and in particular plaintiff's conduct, under the Employment Contract was inadequate, unacceptable  
3 or unsatisfactory.

4         252. Plaintiff undertook, and continued to undertake, employment and duly performed all  
5 of the conditions of the Employment Contract to be performed by him. Plaintiff has at all times  
6 been ready, willing and able to perform and has offered to perform all of the conditions of his  
7 Employment Contract with defendant(s) except those conditions or obligations otherwise waived  
8 or excused by defendant, or any of them.

9         253. In or about October 2013, defendant, PUSD, breached the Employment Contract by  
10 suspending and later demoting and finally terminating plaintiff as its certificated administrator, in  
11 particular school site principal at their Walnut Grove facility. Such suspension, demotion and  
12 termination violated or otherwise breached defendant's policies, practices and procedures, and  
13 breached the Employment Contract.

14         254. Plaintiff is informed and believes and thereon alleges that defendant further  
15 breached the Employment Contract with plaintiff by engaging in a course of conduct with the  
16 intent and effect of making plaintiff's work environment unreasonably burdensome and oppressive  
17 with the expectation that it could or would force plaintiff to resign from his employment with  
18 defendant(s) or waive his personal rights and interests as herein alleged, including their public  
19 disparagement of plaintiff, VRANESH, in violation or breach of the contract and defendant's own  
20 personnel policies, practices and procedures, especially on which plaintiff and other employees  
21 reasonably came to rely.

22         255. Plaintiff undertook, and continued to undertake, employment and duly performed all  
23 of the conditions of the Employment Contract to be performed by him. Plaintiff has at all times  
24 been ready, willing and able to perform, and has offered to perform, all of the conditions of his  
25 Employment Contract with defendant(s), except those conditions or obligations otherwise waived  
26 or excused by defendants, or any of them.

27         256. As a direct and proximate result of defendant's breach of the Employment Contract,  
28 plaintiff has suffered and continues to suffer, substantial losses in earnings, deferred compensation



1 management and executive positions such as defendant, PUSD's, school or site principals. These  
2 policies, practices and procedures, in conjunction with the verbal employment assurances and  
3 statements, and the various writings memorializing the employment relationship between plaintiff  
4 and defendant, PUSD, formed Employment Contract between plaintiff and defendant, PUSD, [as  
5 previously alleged and set forth above, and as further hereinafter further described, without  
6 limitation, these policies, practices and procedures, and the oral, written and other assurances and  
7 promises to employees, including letters or other correspondence memorializing the implied  
8 employment agreement between plaintiff and defendant are collectively referred to as the  
9 "Employment Contract"].

10 260. For instance, plaintiff, VRANESH, notes that Defendant, PUSD's, BP 4119.1(c),  
11 setting forth its "Code of Ethics of the Education Profession," states that:

- 12 • "The educator, believing in the worth and dignity of each human being, recognizes  
13 **the supreme importance of the pursuit of truth**, devotion to excellence, and the  
14 nurturing of democratic principles;"
- 15 • "The education profession is vested by the public with a **trust and responsibility**  
16 **requiring the highest ideals of professional service;**"
- 17 • "In fulfillment of the obligation of the profession, **the educator ... [s]hall not**  
18 **knowingly make a false statement concerning the qualifications of a**  
19 **candidate for a professional position; and**
- 20 • "**In fulfillment of the obligation of the profession, the educator ... [s]hall not**  
21 **knowingly make false or malicious statements about a colleague.**" [Emphasis  
22 added.]

23 261. Defendant, PUSD's, Reg-4031 further provides, in relevant part that:

- 24 • "**Complaints of sexual harassment shall be handled quickly, confidentially and**  
25 **as fairly as possible;**"
- 26 • "**All investigations of complaints shall be handled promptly in a serious and**  
27 **sensitive manner, and in as confidential manner as possible;**" and
- 28 • "**Reports of all substantiated complaints and findings shall be maintained at the**

1 District office **in a confidential file;**” and

- 2 • “**Any matter involving sexual harassment shall be treated confidentially by all**  
3 **members of the school community.**” [Emphasis added.]

4 262. Defendant, PUSD’s, Reg-4031, Appendix A, further expressly provides that:

- 5 • “Any matter involving **sexual harassment** shall be treated **confidentially** by all  
6 members of the school community;” and  
7 • “Reports of all substantiated complaints and findings shall be maintained at the  
8 District office in a confidential file.” [Emphasis added.]

9 263. Defendant, PUSD’s, BP 4119.1(c), setting forth its “Code of Ethics of the  
10 Education Profession,” provides, in relevant part, that:

- 11 • “The educator, believing in the **worth and dignity of each human being,**  
12 recognizes **the supreme importance of the pursuit of truth,** devotion to  
13 excellence, and the nurturing of democratic principles;”  
14 • “The education profession is vested by the public with a trust and responsibility  
15 requiring the highest ideals of professional service;”  
16 • “In fulfillment of the obligation of the profession, **the educator ... [s]hall not**  
17 **knowingly make a false statement concerning the qualifications of a**  
18 **candidate for a professional position;** and  
19 • “In fulfillment of the obligation of the profession, **the educator ... [s]hall not**  
20 **knowingly make false or malicious statements about a colleague.**” [Emphasis  
21 added.]

22 264. Defendant, PUSD’s, policies further provide, in relevant part, that:

23 A. It is the philosophy of the district that:

- 24 • “**A safe, nurturing environment, supporting the whole-child,** is necessary  
25 for creating an irresistible atmosphere for learning.  
26 • **Effective communication with all stakeholders** helps build support for the  
27 schools.  
28 • Accountability for the district’s programs and operations is shared by the

1 entire educational community, with the ultimate accountability resting with  
2 the Board as the basic embodiment of representative government. [BP  
3 0100(a)];

4 B. [Reg-1312.1] - COMPLAINTS CONCERNING DISTRICT EMPLOYEES -

- 5 • 1. Every effort should be made to resolve a complaint at the earliest  
6 possible stage. Whenever possible, complaints concerning school personnel  
7 should be made directly by the complainant to the person against whom the  
8 complaint is made. Parents/guardians are encouraged to attempt to orally  
9 resolve concerns with the staff member personally.
- 10 • 2. If a complainant is unable or unwilling to resolve the complaint directly  
11 with the person involved, he/she may submit a **written complaint** to the  
12 employee's immediate supervisor or the principal.
- 13 • 3. **All complaints related to district personnel other than**  
14 **administrators shall be submitted in writing to the principal or**  
15 **immediate supervisor. If the complainant is unable to prepare the**  
16 **complaint in writing, administrative staff shall help him/her to do so.**  
17 **Complaints related to a principal or central office administrator shall**  
18 **be initially filed in writing with the Assistant Superintendent, Human**  
19 **Resources or designee who will determine an appropriate investigator.**  
20 Complaints related to a Board member or to the Superintendent shall be  
21 initially filed in writing with the Board.
- 22 • 4. **A written complaint shall include:**
  - 23 a) The name of each employee involved.
  - 24 b) **A brief but specific summary of the complaint and the facts**  
25 **surrounding it.**
  - 26 c) **A specific description of any prior attempts to discuss the**  
27 **complaint with the employee and the failure to resolve the**  
28 **matter.**



- 1 • 5. **The person responsible for investigating complaints will attempt to**  
2 **resolve the complaint to the satisfaction of the person(s) involved within**  
3 **30 days.** This shall be in writing and forwarded to Human Resources to be  
4 **kept in a separate file.**
- 5 • 6. The complainant may appeal a decision by the principal or immediate  
6 supervisor to Assistant Superintendent, Human Resources or designee, who  
7 will either distribute the complaint to the proper person or will attempt to  
8 resolve the complaint to the satisfaction of the person(s) involved within 30  
9 days. Complainants should consider and accept the decision as final.  
10 However, the complainant, **the employee**, or the Superintendent or designee  
11 **may ask to address the Board regarding the complaint.**
- 12 • 8. Before any Board consideration of a complaint, the Superintendent or  
13 designee shall submit to the Board a written report concerning the  
14 complaint, including but not limited to:
- 15 a) The name of each employee involved.
- 16 b) A brief but specific summary of the complaint and the facts  
17 surrounding it, **sufficient to inform the Board and the employee(s)**  
18 **as to the precise nature of the complaint and to allow the**  
19 **employee(s) to prepare a defense.**
- 20 c) A copy of the signed original complaint.
- 21 d) A summary of the action taken by the Superintendent or designee,  
22 together with his/her specific finding that the problem has not been  
23 resolved and the reasons.
- 24 • 9. The Board may uphold the Superintendent's decision without hearing the  
25 complaint.
- 26 • 10. **All parties to a complaint may be asked to attend a Board meeting**  
27 **in order to present all available evidence and allow every opportunity**  
28 **for explaining and clarifying the issue.**

- 1 • 11. Before the Board holds a closed session to hear complaints or charges  
2 brought against an employee, the employee shall receive written notice of  
3 his/her right to have the complaints or charges heard in open session rather  
4 than closed session. This notice shall be delivered personally or by mail at  
5 least 24 hours before the time of the session, and the employee may request  
6 that the complaints or charges be heard in open session. Complaints  
7 concerning Board members shall be addressed in open session unless a  
8 closed session is warranted pursuant to Education Code 35146 or 48918 or  
9 Government Code 54957 or 54957.6. (Government Code 54957)
- 10 • 12. Any decision of the Board shall be final.

11 The Governing Board accepts responsibility for providing a means by which the  
12 public can hold employees accountable for their actions. The Board desires that complaints  
13 be resolved expeditiously without disrupting the educational process.

14 \*\*\*

15 The Board prohibits retaliation against complainants. The Superintendent or  
16 designee at his/her discretion may keep a complainant's identity confidential, except to the  
17 extent necessary to investigate the complaint.

18 **The district will not investigate anonymous complaints except under**  
19 **extenuating circumstances.**

20 **C. Because the Superintendent is the only district employee who is directly**  
21 **selected and evaluated by the Board, the Board has a responsibility to ensure that the**  
22 **Superintendent possesses the skills and attributes that best meet the needs of the**  
23 **district. [BP 2000(a)]**

24 **D. The Superintendent is expected to hold himself/herself to the highest**  
25 **standards of ethical conduct and professionalism.** To support the Board in the  
26 governance of the district, **the Superintendent:**

- 27 • **Acts with dignity, treats everyone with civility and respect, and**  
28 **understands the implications of demeanor and behavior;**

- 1 • Communicates openly with trust and integrity, including providing all
- 2 members of the Board with equal access to information and recognizing the
- 3 importance of both responsive and anticipatory communications;
- 4 • Accepts leadership responsibility and accountability for implementing the
- 5 vision, goals and policies of the district. [BP 2111]

6 E. **The Board desires to establish safe and supportive working conditions**  
7 **that will attract and retain staff members who are highly qualified and dedicated to**  
8 **the education and welfare of students.** The district's personnel policies and related  
9 regulations shall be designed to ensure a supportive, positive climate and shall be  
10 consistent with collective bargaining agreements and in conformance with state and federal  
11 law and regulations. [BP 4000(a)]

12 F. The District shall use the uniform complaint procedures to resolve any  
13 complaint alleging unlawful discrimination in district programs and activities based on  
14 actual race, color, ancestry, national origin, ethnic group identification, age, religion,  
15 marital or parental status, physical or mental disability, sex, sexual orientation, gender,  
16 gender identity or expression, or genetic information; the perception of one or more of such  
17 characteristics; or association with a person or group with one or more of these actual or  
18 perceived characteristics.

19 Prohibited discrimination or harassment consists of unwelcome conduct, whether  
20 verbal, physical, or visual, based on any of the prohibited categories of discrimination listed  
21 above that it is so severe and pervasive that it adversely affects an individual's employment  
22 opportunities or has the purpose or effect of unreasonably interfering with his/her work  
23 performance or creating an intimidating, hostile, or offensive work environment.

24 The Board also prohibits retaliation against any district employee or job applicant  
25 who complains, testifies, assists, or in any way participates in the district's complaint  
26 procedures instituted pursuant to this policy.

27 Any district employee who engages or participates in prohibited discrimination or  
28 harassment, or who aids, abets, incites, compels, or coerces another to engage or attempt to

1 engage in such behavior, shall be in violation of this policy and shall be subject to  
2 disciplinary action, up to and including dismissal. [BP 4030]

3 **G. Pleasanton Unified School District reaffirms its intent to maintain an**  
4 **academic and work environment which protects the dignity and promotes the mutual**  
5 **respect of all employees and pupils.** Sexual harassment of employees or pupils will not be  
6 condoned. The Board of Trustees considers sexual harassment to be a major offense which  
7 may result in disciplinary action, up to and including dismissal of an offending employee  
8 and expulsion of an offending pupil.

- 9 • **An individual must file a complaint with the Department of Fair**  
10 **Employment & Housing within one year from the date on which the**  
11 **sexual harassment occurred.** [Pol-4031]

12 **H. Complaints of sexual harassment shall be handled quickly,**  
13 **confidentially and as fairly as possible.** Employees and pupils who file sexual  
14 harassment complaints shall not be retaliated against for making such a complaint.

- 15 • Sexual harassment may occur as a pattern of degrading sexual speech or  
16 action ranging from verbal or physical annoyances or distractions to  
17 deliberate intimidations and frank threats;
- 18 • Supervisors and principals are required to immediately report complaints of  
19 sexual harassment to either the Assistant Superintendent, Human Resources  
20 or to the Coordinator of Pupil Services. All employees are required to report  
21 any case of sexual harassment that they witness or that is brought to their  
22 attention by a complainant.
- 23 • Employees - Any employee who believes s/he is being sexually harassed  
24 should immediately notify his/her supervisor, principal and/or the Assistant  
25 Superintendent, Human Resources. Once a complaint of sexual harassment  
26 has been received, an investigator will be appointed by the Assistant  
27 Superintendent, and a complete and thorough investigation will be  
28 conducted immediately. The Assistant Superintendent will coordinate all

1 investigations regarding a complaint of sexual harassment in situations  
2 involving adult perpetrators or victims.

- 3 • **Investigation:** The investigator shall inform the complainant and witnesses  
4 of their rights pursuant to the District policy, including the fact that the  
5 complainant and witnesses will not be retaliated against due to their  
6 participation in the filing of a complaint. The alleged harasser also will have  
7 this policy and his/her rights explained, at the earliest appropriate time, and  
8 shall be immediately informed that any retaliation against the complainant  
9 and/or witnesses is strictly prohibited, regardless of the accuracy of the  
10 complaint and/or statements. All investigations of complaints shall be  
11 handled promptly in a serious and sensitive manner, and in as confidential  
12 manner as possible. All district employees must cooperate in all  
13 investigations.

- 14 • Upon commencement of an investigation, the investigator may follow these  
15 procedures:

- 16  A. Conduct interviews with: (1) the complainant; (2) the alleged  
17 harasser; and (3) any other persons who reasonably may have  
18 relevant knowledge concerning the complaint, such as witnesses and  
19 victims of similar conduct.
- 20  B. Obtain and review any appropriate documentation.
- 21  C. Review all factual information gathered through the  
22 investigation.
- 23  D. Complete a written report on the results of the investigation if  
24 sexual harassment occurred. **Reports of all substantiated**  
25 **complaints and findings shall be maintained at the District office**  
26 **in a confidential file.**
- 27  E. Provide a summary of the investigator's report, to the extent  
28 legally permissible, to the complainant and the perpetrator. If

1 appropriate, the investigator shall follow up with the employee or  
2 pupil who filed the complaint after a reasonable period of time to  
3 ensure that no further impermissible conduct has occurred.

- 4 • **Action Regarding Complaint:** If the alleged harasser is found to have engaged in  
5 sexual harassment, appropriate disciplinary action, as determined by the  
6 Superintendent or his/her designee shall be taken by the district. **The employee**  
7 **against whom the disciplinary action is to be taken is entitled to due process**  
8 **provided by law, Board policy and current employee agreements.** Pupils against  
9 whom disciplinary action is to be taken shall be entitled to due process provided by  
10 law and Board policy. Appropriate action shall be taken whenever possible to  
11 alleviate the effects of the harassment.

- 12 • **Appeal Process:** If either the complainant or the alleged harasser is not satisfied  
13 with the findings contained in the investigator's report, s/he may appeal. Each  
14 appeal should be in the form of a letter. For purposes of this regulation, work  
15 day is defined as the days in when the district office is open for business to the  
16 public.

17 **A. First Appeal - Within ten work days following the receipt of the**  
18 **investigator's determination, the appeal is made with the appropriate District**  
19 **official: Assistant Superintendent, Human Resources** for cases involving any  
20 adults and/or Coordinator of Pupil Services for cases involving students only. **Upon**  
21 **a review of the case, the District official will respond in writing within ten**  
22 **work days.**

23 **B. Second Appeal -** Within ten work days following the receipt of the District's  
24 written response, the appeal is made to the Superintendent if the complaining party  
25 is unsatisfied.

26 **C. Final Appeal -** Within thirty work days following receipt of the  
27 Superintendent's written response, the matter may be heard in a closed session of  
28 the Board of Trustees. The Board's decision shall be the final decision of the

1 District. Either party may be represented by a conferee or legal counsel when  
2 appearing before the Board. [Reg-4031]

3 I. Pleasanton Unified School District reaffirms its intent to maintain an  
4 academic and work environment which protects the dignity and promotes the mutual  
5 respect of all employees and pupils. [Reg-4031, Appendix A]

6 **J. SUSPENSION/DISCIPLINARY ACTION:**

7 The Governing Board expects **all employees to exhibit professional and**  
8 **appropriate conduct and serve as positive role models** both at school and in the  
9 community. **An employee may be suspended or disciplined for unprofessional or**  
10 **inappropriate conduct in accordance with law**, the district's collective bargaining  
11 agreement, Board policy, and administrative regulation.

12 • The Superintendent or designee may take disciplinary action as he/she deems  
13 appropriate in light of the particular facts and circumstances involved and based on  
14 the severity of the misconduct. **Disciplinary actions may include, but not be**  
15 **limited to, verbal warnings, written warnings, reassignment, suspension,**  
16 **freezing or reduction of wages, compulsory leave, or dismissal.** The  
17 Superintendent or designee shall ensure that, consistent with law, disciplinary  
18 actions are taken in a consistent, nondiscriminatory manner and are appropriately  
19 documented. [BP 4118]

20 **K. CIVIL AND LEGAL RIGHTS**

21 • **The personal life of an employee is not an appropriate concern of the district,**  
22 except when there is a nexus to the employee's performance of his/her duties.  
23 • **Whistleblower Protection: An employee shall have the right to disclose to a**  
24 **Board member, a school administrator,** a member of the County Board of  
25 Education, County Superintendent of Schools, or the Superintendent of Public  
26 Instruction any improper governmental **activity by the district or a district**  
27 **employee that violates state or federal law, is economically wasteful, or**  
28 **involves gross misconduct, incompetency, or inefficiency.**

1 • **No employee shall use or attempt to use his/her official authority or influence**  
2 **to intimidate, threaten, coerce, or command another employee for the purpose**  
3 **of interfering with that employee's right to disclose improper governmental**  
4 **activity.** (*Education Code 44113*) [BP 4119.1(a), 4219.1, 4319.1]

5 L. **Indemnity/Protection Against Liability :** No employee shall be liable for  
6 harm caused by his/her act or omission when acting within the scope of employment or  
7 district responsibilities. [BP 4119.1(a), 4219.1, 4319.1]

8 M. **Professional Standards:** [E 4119.21]

9 • **The educator, believing in the worth and dignity of each human being,**  
10 **recognizes the supreme importance of the pursuit of truth, devotion to**  
11 **excellence, and the nurturing of democratic principles.**

12 • **Principle II. Commitment to the Profession:**

13 1. In fulfillment of the obligation of the profession, the educator:

14  **Shall not in any application for a professional position**  
15 **deliberately make a false statement or fail to disclose a material**  
16 **fact related to competency and qualifications;**

17  **Shall not knowingly make false or malicious statements about a**  
18 **colleague** [E 4119.21]

19 N. **The Governing Board recognizes the importance of maintaining the**  
20 **confidentiality of information acquired as part of a Board member's official duties.**  
21 **Confidential/privileged information shall be released only to the extent authorized by**  
22 **law.**

23 • **A Board member shall not disclose, for pecuniary gain, confidential**  
24 **information acquired in the course of his/her official duties.** Confidential  
25 information includes information that is not a public record subject to  
26 disclosure under the Public Records Act, information that by law may not be  
27 disclosed, or information that may have a material financial effect on the  
28 Board member. [Board Bylaws - BB 9011]



1 O. The Board shall report any personnel action taken and the votes or  
2 abstentions thereon at the public meeting during which the closed session is held. This  
3 report shall identify the title of the position. However, the report of a dismissal or  
4 nonrenewal of an employment contract shall be deferred until the first public meeting after  
5 administrative remedies, if any, have been exhausted. (Government Code 54957.1) [BB  
6 9321.1]

7 P. **The Board shall report the disposition of joint powers authority or self-**  
8 **insurance claims and the votes or abstentions thereon at the public meeting during**  
9 **which the closed session is held. This report shall include the name of the claimant(s),**  
10 **the name of the agency claimed against, the substance of the claim and the monetary**  
11 **settlement agreed upon by the claimant. (Government Code 54957.1) [BB 9321.1]**

12 Q. The Board may also hold closed sessions to hear complaints or charges  
13 brought against an employee by another person, unless the employee requests an open  
14 session. Before the Board holds a closed session on specific complaints or charges brought  
15 against an employee, the employee shall receive written notice of his/her right to have the  
16 complaints or charges heard in open session if desired. This notice shall be delivered  
17 personally or by mail at least 24 hours before the time of the session. (Government Code  
18 54957) [BB 9321].

19 265. Plaintiff, VRANESH, is further informed and believes and thereon alleges that in or  
20 about October 2013, defendant, PUSD, breached the Employment Contract by suspending and later  
21 demoting and finally terminating plaintiff as its certificated administrator, in particular school site  
22 principal at their Walnut Grove facility by further failing to comply with the aforementioned  
23 personnel, employment and other policies. Such suspension, demotion and termination violated or  
24 otherwise breached defendant's policies, practices and procedures, and breached the Employment  
25 Contract.

26 266. Plaintiff is informed and believes and thereon alleges that defendant further  
27 breached the Employment Contract with plaintiff by engaging in a course of conduct with the  
28 intent and effect of making plaintiff's work environment unreasonably burdensome and oppressive



1           270. The employment relationship and Employment Contract between plaintiff and  
2 defendant, PUSD, contained an implied covenant of good faith and fair dealing which required  
3 defendant and its agents and employees, including but not limited to defendants, AHMADI and  
4 CAZARES, Assistant Superintendents Faraghan and Douglas and its Board members to treat  
5 plaintiff, VRANESH, fairly, honestly, and reasonably and to refrain from terminating his  
6 employment for reasons which are arbitrary, capricious, not determined in good faith, or in  
7 violation of any law or public policy, including plaintiff's constitutional and other rights to privacy  
8 as alleged herein, including in the following allegations and Causes of Action.

9           271. In the Employment Contract and relationship between plaintiff and defendant, the  
10 implied covenant of good faith and fair dealing implied and required, *inter alia*, the following:

11           a. Each party to the Employment Contract and relationship must act with good faith  
12 toward the other concerning all matters relating to the employment relationship and  
13 contract;

14           b. Each party to the relationship and contract must act with fairness toward the other  
15 concerning all matters related to the employment;

16           c. Neither party would take any action to unfairly prevent the other from obtaining the  
17 benefits of the employment relationship and Employment Contract;

18           d. Defendant would similarly treat employees who are similarly situated;

19           e. Defendant would comply with their own representations, regulations, rules, policies  
20 and procedures in dealing with plaintiff;

21           f. Defendant would not terminate plaintiff without fair and honest cause regulated by  
22 good faith upon defendant's part;

23           g. Defendant would not terminate plaintiff in an unfair manner;

24           h. Defendant would give plaintiff's interest as much consideration as they gave their  
25 own interests insofar as the employment relationship; and

26           i. Defendant would not deny the existence of the Employment Contract.

27           272. The termination of plaintiff's employment as a certificated administrator, including  
28 but not limited to serving as the site principal at the Walnut Grove Elementary location, by

1 defendant was wrongful, arbitrary, capricious, in bad faith, without just cause and in breach of the  
2 implied covenant of good faith and fair dealing contained in plaintiff's Employment Contract in at  
3 least the following respects:

- 4 a. The purported reason(s) for defendant(s) terminating plaintiff, after the fact,  
5 was/were pretextual, manufactured, and insufficient to justify termination pursuant to the  
6 Employment Contract;
- 7 b. At all times and in good faith, plaintiff carried out his job duties and responsibilities  
8 at or above the acceptable levels of performance as communicated by defendant to plaintiff;
- 9 c. Defendant failed and refused to provide plaintiff with any warning of its intended  
10 actions or to give plaintiff notice or opportunity to meet any further performance  
11 expectations defendant may have elected to impose on plaintiff;
- 12 d. Defendant and its agents failed and refused, and continue to fail and refuse, to state  
13 objective reasons for terminating plaintiff, including from his current position assigned to  
14 him in or about June 2014 as a certificated teacher;
- 15 e. Discipline or termination of employment would be only for just cause and would  
16 occur only after a series of progressive steps were undertaken and a final determination was  
17 made after an investigation and noticed hearing which steps and opportunities defendant  
18 refused to extend to plaintiff;
- 19 f. Defendant's conduct and precipitous and public termination of plaintiff violated  
20 defendant's own regulations, policies and practices all of which were relied upon by  
21 plaintiff;
- 22 g. Defendant's conduct violated their promises to plaintiff as well as defendant's own  
23 rules, regulations and practices in that the termination was without just cause as defined by  
24 the District, and in particular its Board, and was without an investigation or a hearing or  
25 other opportunity for plaintiff to be placed on reasonable notice of defendant's objective  
26 reasons for dissatisfaction with plaintiff's job performance or any purported claims or  
27 grievances lodged against plaintiff, VRANESH;
- 28 h. Subjecting plaintiff to differential standards of conduct from other employees;

- 1 i. Denying plaintiff the opportunity to respond to grievances against his or  
2 management dissatisfaction with plaintiff's conduct;
- 3 j. Terminating plaintiff for reasons that were arbitrary, pretextual and untrue;
- 4 k. Evaluating plaintiff's performance in an arbitrary, pretextual and untrue manner at  
5 or about the time of plaintiff's termination or immediately prior thereto; and
- 6 l. Terminating plaintiff's employment without cause and/or for reasons that have  
7 nothing to do with legitimate business justification or reason.

8 273. The breach by defendant, by and through its/their agents, was a substantial factor in  
9 causing damage and injury to plaintiff as set forth herein.

10 274. Defendant further breached the implied covenant of good faith and fair dealing by  
11 seeking to shield itself/themselves from liability by denying, in further bad faith and without  
12 probable cause, that the aforementioned employment relationship and the Employment Contract  
13 alleged herein existed; failing to conduct an investigation of plaintiff, VRANESH, as principal of  
14 Walnut Grove Elementary, or otherwise, that was appropriate under the circumstances, including  
15 the District's lack of reasonable grounds for believing that plaintiff engaged in any actionable  
16 misconduct; refusing to permit plaintiff, VRANESH, due process protections, including  
17 reasonable opportunity to confront any purported factual claims or witnesses; publishing,  
18 disseminating and distribution confidential and/or false claims and statements, writings or  
19 comments fully intended to humiliate plaintiff, VRANESH, in and throughout the Pleasanton  
20 community - a town in which he grew up, was educated and had intractable roots and connections.

21 275. As a result of defendant's breach of the implied covenant of good faith and fair  
22 dealing, and its reprehensible and willful conduct toward plaintiff, he has suffered harm as follows:

- 23 a. The destruction of plaintiff's valuable property interests, i.e., his prospect of  
24 continuing future employment with defendant, PUSD, and nearby school districts and  
25 educational institutions, including continued compensation and retirement benefits;
- 26 b. The impairment and damage to plaintiff's good name by causing his to be  
27 discharged with the untrue implication to all future prospective employers that he had been  
28 disciplined and discharged because of plaintiff's alleged misconduct, with said implication

1 being completely untrue and totally without foundation and consequently affecting  
2 plaintiff's ability to seek and obtain new employment; and

3 C. Substantial lost earnings and other employment benefits and costs incurred in  
4 seeking and performing substitute employment. Plaintiff is presently unable to ascertain  
5 the exact amount of the foregoing damages with certainty, and as a result, plaintiff will ask  
6 leave to amend this complaint to set forth the same, or present evidence at trial to set forth  
7 the exact amount thereof.

8 276. Plaintiff is informed and believes and thereon alleges that defendant, PUSD, further  
9 breached the Employment Contract by terminating plaintiff, VRANESH, as a certificated  
10 administrator, and continuing to suspend plaintiff, VRANESH, from performing as a certificated  
11 teacher without setting forth, or providing any justification to him for his ongoing suspension from  
12 and after June 30, 2014, to the present, without good cause and in violation of the terms of his  
13 contract. In doing so, defendant, PUSD, breached the implied covenant of good faith and fair  
14 dealing.

15 277. Plaintiff is informed and believes and thereon alleges that defendant, PUSD, created  
16 or knowingly permitted, and even promoted, working conditions to exist that were so intolerable  
17 that a reasonable person in plaintiff's position would have no reasonable alternative except to  
18 resign.

19 278. As a further result, plaintiff, VRANESH, has been damaged by the loss of income and  
20 benefits under the contract, had his reputation damaged, and suffered emotional distress.

21 279. As a direct and proximate result of defendant's breach of the Employment Contract,  
22 plaintiff has suffered and continues to suffer, substantial losses in earnings, deferred compensation  
23 and other employment benefits which he would have received had defendant not breached the  
24 agreement, including prejudgment interest on back pay and other tangible benefits, all to plaintiff's  
25 damages in an amount in excess of \$1,000,000.00; however, plaintiff is presently unable to  
26 ascertain the exact amount thereof with certainty. As a result, plaintiff will ask leave to amend this  
27 complaint to set forth the exact amount thereof once the same is ascertained, or present evidence at  
28 trial to set forth the exact amount thereof.

1 SECOND CAUSE OF ACTION

2 **FOURTH COUNT**

3 **[Negligent Performance of Contractual Obligations, Including Negligent Supervision]**

4 (Plaintiff alleges against defendant, PUSD)

5 280. Plaintiff repeats and realleges each of the allegations contained in paragraphs 1  
6 through 163, inclusive of the Preliminary Allegations, and paragraphs 165 through 182, 189  
7 through 192, 200 through 206, 232 through 255, 255 through 266, and 269 through 277, inclusive,  
8 above, and incorporates the same herein by reference as though fully set forth.

9 281. Plaintiff is informed and believes and thereon alleges that at all times relevant  
10 hereto the PUSD Board was, and is, responsible to oversee and assure that all employees exhibit  
11 professional and appropriate conduct and serve as positive role models both at school and in the  
12 community, and that an employee may be suspended or disciplined for unprofessional or  
13 inappropriate conduct in accordance with law, the District's collective bargaining and other  
14 agreements, including the Employment Agreement with plaintiff, VRANESH, Board policy, and  
15 administrative regulation. In that oversight role, defendant, PUSD's, Board was fully responsible  
16 to assure that the Superintendent, namely defendant AHMADI, took disciplinary action consistent  
17 with law, contracts, regulations, and in a nondiscriminatory manner.

18 282. Plaintiff is informed and believes and thereon alleges that from and after  
19 approximately December 2012, defendant, PUSD, including its Board, negligently assessed,  
20 evaluated, oversaw and supervised District employees, including Superintendent AHMADI, to  
21 assure that District employees exhibited professional, truthful and appropriate conduct serving as  
22 positive role models within the District, and that any employee was suspended or disciplined for  
23 unprofessional or inappropriate conduct in accordance with law, the District's collective bargaining  
24 and other agreements, including the Employment Agreement with plaintiff, VRANESH, Board  
25 policy, and administrative regulation. Moreover, by the time that defendant, PUSD, recognized its  
26 negligent assessment, evaluation, oversight and/or supervision of District employees plaintiff,  
27 VRANESH, had already been suspended and terminated as a certificated administrator, publicly  
28 embarrassed in particular based on untruthful and unconfirmed viable claims of misconduct,





1           287. From and after in or about September 2012, plaintiff, VRANESH, made oral and  
2 written complaints to his employer, defendant, PUSD, about health and safety matters, including  
3 unsafe working conditions, or work practices within the District, including at its Walnut Grove  
4 Elementary site.

5           288. For instance, in relation to serious ongoing safety and health issues within the  
6 workplace, plaintiff, VRANESH, specifically reported, verbally and/or in writing to defendant,  
7 PUSD: disgust at the filth and unclean conditions of the WGE classrooms; WGE's young students,  
8 teachers and staff who used the floor to sit on for a large part of the day had to sit in dust and dirt;  
9 ongoing, disruptive sanitary and maintenance issues; an employee, L--n C----n's, not feeling safe  
10 with V-----s S-----n and strongly concern at the real likelihood there would be untold retribution if  
11 she (the teacher) reported on V-----s S-----n; an employee diagnosed with severe allergies, asthma,  
12 and scarred lungs caused untold and unacceptable pain and discomfort from the cleaning agents  
13 irritating her throat, increasing mucus production leading to more throat irritation; and other  
14 material safety issues arising from unsafe working conditions, or work practices within the District.

15           289. On or about October 30, 2014, plaintiff, VRANESH, Jon Vranesh submitted a  
16 written complaint to defendant, PUSD, specifically addressed to its Assistant Superintendent  
17 Faraghan, with copies also provided to Superintendent AHMADI and Deputy Superintendent Luz  
18 CAZARES relative to: (a) failure of the District to take action on the plaintiff, VRANESH's,  
19 reports of safety issues, including intimidation of teachers, within Walnut Grove Elementary; and  
20 (b) retaliation against plaintiff for reporting safety issues, including intimidation of teachers, within  
21 Walnut Grove Elementary.

22           290. Plaintiff is informed and believes and thereon alleges that pursuant to California's  
23 Occupational Safety and Health Act and laws, including but not limited to *Labor Code, §§6800, et*  
24 *seq.*, that:

25           (A) No person shall discharge or in any manner discriminate against any employee  
26 because the employee has made any oral or written complaint to his or her employer, or his  
27 or her representative with reference to employee safety or health.

28           (B) Any employee who is discharged, threatened with discharge, demoted, suspended,

1 or in any other manner discriminated against in the terms and conditions of employment by  
2 his or her employer because the employee has made a bona fide oral or written complaint to  
3 his or her employer, or his or her representative, of unsafe working conditions, or work  
4 practices, in his or her employment or place of employment, or has participated in an  
5 employer-employee occupational health and safety committee, shall be entitled to  
6 reinstatement and reimbursement for lost wages and work benefits caused by the acts of the  
7 employer; and

8 (C) Any employer who willfully refuses to rehire, promote, or otherwise restore an  
9 employee or former employee who has been determined to be eligible for rehiring or  
10 promotion by a grievance procedure, arbitration, or hearing authorized by law, is guilty of a  
11 misdemeanor.

12 291. By reason of defendant, PUSD, subjecting plaintiff to sex/gender discrimination,  
13 harassment and retaliation, defendant violated *Article I, Section 8 of the California Constitution*  
14 (hereinafter "*Article I, Section 8*") which provides: "A person may not be disqualified from  
15 entering or pursuing a business, profession, vocation, or employment because of sex, race, creed,  
16 color, or national or ethnic origin." In addition, plaintiff, VRANESH, is informed and believes and  
17 thereon alleges that defendant violated *Government Code, §§12940, et seq.*, prohibiting  
18 discrimination in employment on the basis of additional age, national origin/ancestry and  
19 race/color.

20 292. Plaintiff is further informed and believes and thereon alleges that because  
21 defendant, PUSD, order, in writing, that plaintiff, VRANESH, was barred from entering onto the  
22 Walnut Grove Elementary property, plaintiff's designated polling and voting place, he was  
23 prevented from casting his vote in the 2013 public elections, as guaranteed by the *California*  
24 *Constitution, Article II*, and the *United States Constitution*, including but not limited to providing  
25 that no voter shall be denied the right to vote for the candidate of his or her choice in either a  
26 primary or a general election for statewide constitutional office, the State Legislature, or the  
27 Congress of the United States.

28 293. As a further proximate result of defendant's conduct, plaintiff suffered harm,



1 through 192, 200 through 206, 211 through 213, and 218 through 227, inclusive, of Counts 1, 2, 3,  
2 4 and 5, respectively, to his First Cause of Action above to his First Cause of Action above, and  
3 paragraphs 287 through 294 of the Third Cause of Action, and incorporates the same herein by  
4 reference as though fully set forth.

5         297. From and after in or about September 2012, plaintiff, VRANESH, made oral and  
6 written complaints to his employer, defendant, PUSD, about health and safety matters, including  
7 unsafe working conditions, or work practices within the District, including at its Walnut Grove  
8 Elementary site.

9         298. Plaintiff is informed and believes and thereon alleges that in flagrant violation of  
10 California's Occupational Safety and Health Act and laws, including but not limited to *Labor*  
11 *Code, §§6800, et seq.*, that as proximate result of plaintiff, VRANESH, making bona fide oral or  
12 written complaints to his employer, namely defendant, PUSD, of unsafe working conditions, or  
13 work practices, in his or her employment or place of employment, defendant, PUSD, discriminated  
14 and retaliated against plaintiff.

15         299. Plaintiff is informed and believes and thereon alleges that defendant, PUSD,  
16 discharged, threatened with discharge, demoted and/or suspended, including placement of plaintiff,  
17 VRANESH, on so-called administrative leave, and further discriminated against plaintiff in the  
18 terms and conditions of his employment because plaintiff, VRANESH, made bona fide oral and/or  
19 written complaints to his employer, or his or her representative, of unsafe working conditions, or  
20 work practices, in his or her employment or place of employment.

21         300. As a proximate result of defendant's conduct, plaintiff suffered harm, including lost  
22 earnings and other employment benefits, and he suffered, and continues to suffer, humiliation,  
23 embarrassment and mental anguish, all to his damage in an amount which he is presently unable to  
24 ascertain, but an amount which he will set forth either in an amended complaint or according to  
25 proof at trial.

26         301. In doing the acts set forth herein, defendant knew that their conduct violated  
27 California *Constitutional* and statutory laws, including but not limited to *Labor Code, §§6800, et*  
28 *seq.*, and violated the public policy of this state against discrimination, harassment, retaliation and

1 other public policies.

2 302. As a direct and proximate result of defendant's actions, plaintiff, VRANESH, is  
3 further entitled to reinstatement and reimbursement for lost wages and work benefits caused by the  
4 acts of defendant, PUSD.

5 303. As a direct and proximate result of defendant's acts and omissions, including breach  
6 and further violation of statute, plaintiff has suffered and continues to suffer, substantial losses in  
7 earnings, deferred compensation and other employment benefits which he would have received had  
8 defendant not breached the agreement, including prejudgment interest on back pay and other  
9 tangible benefits, all to plaintiff's damages in an amount in excess of \$1,000,000.00; however,  
10 plaintiff is presently unable to ascertain the exact amount thereof with certainty. As a result,  
11 plaintiff will ask leave to amend this complaint to set forth the exact amount thereof once the same  
12 is ascertained, or present evidence at trial to set forth the exact amount thereof.

13 **FIFTH CAUSE OF ACTION**

14 **FIRST COUNT**

15 **[Declaratory Relief - Violation of *Education Code, §44031* and *Labor Code, §1198.5*]**

16 **(Plaintiff alleges against defendant, PUSD)**

17 304. Plaintiff repeats and realleges each of the allegations contained in paragraphs 1  
18 through 163, inclusive of the Preliminary Allegations, and incorporates the same herein by  
19 reference as though fully set forth.

20 305. As previously alleged, on or about October 29, 2013, plaintiff, VRANESH,  
21 requested, in writing, that defendant, PUSD, provide him with any and all documentation that  
22 related to the then adverse personnel action, or threatened action, including but not limited to his  
23 then recent placement on administrative leave. In his written demand to defendant, PUSD,  
24 plaintiff plainly and specifically stated the following:

- 25 • "[A]s Mr. Vranesh assesses his options in carrying out his responsibilities to Walnut  
26 Grove Elementary and the District and moving forward with his career, as well as  
27 protecting his professional reputation, there is considerable information that we  
28 need to review and evaluate, including information vitally contained in the

1 employer's personnel files pertaining to Jon Vranesh, including but not limited to  
2 information that support the District's recent decision to place Mr. Vranesh on  
3 administrative leave, proceed with any investigation into his performance, and the  
4 like”;

- 5 • Defendant, PUSD, was specifically to “construe this letter as Mr. Vranesh’s request  
6 to inspect his personnel file and all records at Pleasanton Unified School District,  
7 including but not limited to the documentation supporting his recent administrative  
8 leave and any other aspects of his employment within the District. As you likely  
9 know, under *California Labor Code, §1198.5*, every employee has the right to  
10 inspect his personnel records that the employer, in this case the District, maintains  
11 relating to Vranesh’s employment, including his present administrative leave”;
  - 12 • “The definition of ‘personnel file’ is broad, and intended to include any record used  
13 by the employer, in this case Pleasanton Unified School District, to make any  
14 personnel decision about an employee such as anything used to determine the  
15 employee’s qualifications for employment, additional compensation, or other  
16 disciplinary or employment action, wherever located. *Wellpoint Health Networks,*  
17 *Inc. v. Superior Court (1997) 59 Cal. App. 4<sup>th</sup> 110, 120, 124-125.*”;
  - 18 • The California Labor Commissioner further interprets the term “records” to include  
19 a comprehensive set of documents including notices of commendation, warning,  
20 discipline, or termination; grievance or unfair labor practice documents; and any  
21 other documentation that relates to any adverse personnel action, or threatened  
22 action. The foregoing necessarily includes all notes and writings to justify any  
23 reasons for District placing Mr. Vranesh on administrative leave, including  
24 investigation notes, complaints, comments, emails, and the like;” and
  - 25 • “[I]f an employee’s “records” are located in more than one location, or among  
26 various offices or supervisors, then all those “records,” files or writings must be  
27 made available for inspection by the employee, in this case, Mr. Vranesh;”
- 28 306. Defendant, PUSD, refused, and continues to refuse, to permit plaintiff, VRANESH,

1 to inspect its employee “records” relating to it making any personnel decisions about plaintiff,  
2 VRANESH, such as anything used to determine his qualifications for employment, additional  
3 compensation, or other disciplinary or employment action, wherever located; but rather, defendant,  
4 PUSD, merely made available to plaintiff, VRANESH, his official personnel file located within  
5 defendant’s Human Resources office, and the file failed to contain any writings, notes, documents,  
6 and the like to justify or support plaintiff being placed on administrative leave, suspension,  
7 investigation, demotion, reassignment after October 2013, and the like.

8       307. On or about July 3, 2014, plaintiff further requested, in writing, that defendant,  
9 PUSD, permit plaintiff, VRANESH, “to inspect his personnel file and all records at PUSD,  
10 including but not limited to the documentation supporting his then being placed on administrative  
11 leave and any other aspects of his employment within the District, especially justifying or  
12 otherwise supporting [Faraghan’s] statement that Jon Vranesh engaged in ‘additional acts of  
13 misconduct,’ in particular “engaged in as the principal of Walnut Grove.”

14       308. Plaintiff is informed and believes and thereon alleges that through the date of this  
15 complaint being file, defendant, PUSD, again failed and refused, and continues to fail and refuse,  
16 to permit plaintiff, VRANESH, to inspect his employment records justifying or otherwise  
17 supporting [Faraghan’s] above-described statements that plaintiff, VRANESH, engaged in  
18 ‘additional acts of misconduct,’ in particular “engaged in as the principal of Walnut Grove,” or  
19 otherwise supporting plaintiff, VRANESH, again being suspended from his employment with  
20 defendant, PUSD, thereby causing plaintiff to be unable to practice his chosen profession,  
21 including as a certificated teacher within the District.

22       309. Plaintiff is informed and believes and thereon alleges that pursuant to *Education*  
23 *Code, §44031*, at all relevant times hereto, he had, and presently has, the right to inspect his  
24 personnel records in accordance with *Labor Code, §1198.5*, and that as an employee of the school  
25 District [PUSD], any information of a derogatory nature “shall not be entered into [plaintiff’s]  
26 personnel records unless and until the employee [plaintiff, VRANESH] is given the opportunity to  
27 review and comment on that information.” In addition, plaintiff, VRANESH, has the further  
28 statutory right to enter, and have attached to any derogatory statement, his own comments.

1           310. In addition, in accordant with defendant, PUSD's, written policies and regulations,  
2 including but not limited to Reg-4031, it was recognized and understood that: (a) "Complaints of  
3 sexual harassment shall be handled ... confidentially....;" (b) "All investigations of complaints  
4 shall be handled promptly in a serious and sensitive manner, and in as confidential manner as  
5 possible;" (c) "Reports of all substantiated complaints and findings shall be maintained at the  
6 District office in a confidential file;" and (d) "Any matter involving sexual harassment shall be  
7 treated confidentially by all members of the school community."

8           311. Plaintiff is informed and believes and thereon alleges that: any school board's  
9 failure to enter derogatory memoranda in a principal's personnel file prior to reassigning him to a  
10 teaching position violated his rights under *Education Code, §44031*, giving employees the right to  
11 review and comment on derogatory material which might serve as a basis for affecting their  
12 employment status; and a school district, including but not limited to defendant, PUSD, may not  
13 avoid the requirements of the statute by putting derogatory written material in another file not  
14 designated as a personnel file and by such a process of labeling prevent the administrator from  
15 reviewing and commenting on allegations directed against him in accordance with the decision in  
16 *Miller v. Chico Unified School Dist. Board of Education (1979) 24 Cal 3d 703*.

17           312. Plaintiff is informed and believes and thereon alleges that the right of privacy is an  
18 inalienable right protected by *Section 1, Article 1 of the California Constitution*, and the privacy  
19 right reaches to, and includes, confidentiality in plaintiff's personnel records and files.

20           313. Plaintiff, VRANESH, is informed and believes and thereon alleges and contends,  
21 and defendant, PUSD, disagrees that:

22           A. Defendant, PUSD, failed to reasonably comply with his requests to inspect his  
23 personnel file(s) and personal information pursuant to, and as defined by, *Education Code,*  
24 *§44031* and *Labor Code, §1198.5*;

25           B. Plaintiff, VRANESH's, employment records, including but not limited to his  
26 personnel records are confidential;

27           C. Plaintiff, VRANESH, holds an inalienable right of privacy in and to his personnel  
28 and employment records;



1 D. Defendant, PUSD, entered information of a derogatory nature into plaintiff's  
2 personnel records without affording its employee, namely plaintiff, VRANESH, the  
3 opportunity to review and comment on that information;

4 E. Defendant, PUSD, forthwith permit plaintiff, VRANESH, to inspect, or  
5 alternatively, produce and turn over to plaintiff, any and all records purportedly supporting  
6 plaintiff presently being placed on administrative leave and any other aspects of his  
7 employment within the District, especially justifying or otherwise supporting [Faraghan's]  
8 statement that plaintiff engaged in 'additional acts of misconduct,' in particular "engaged in  
9 as the principal of Walnut Grove;"

10 F. Defendant, PUSD, immediately be precluded from taking any further or continuing  
11 adverse personnel actions against plaintiff, VRANESH, including administrative leave,  
12 suspension or termination, unless and until plaintiff, VRANESH, is afforded thirty (30)  
13 days to inspect and thoroughly review any and all records purportedly supporting any  
14 further adverse personnel action against plaintiff;

15 G. Defendant, PUSD, improperly published and broadcasted portions of plaintiff,  
16 VRANESH's, personnel files on its Internet website in violation of plaintiff, VRANESH's  
17 inalienable rights;

18 H. Defendant, PUSD, improperly published and broadcasted portions of plaintiff,  
19 VRANESH's, personnel files on its Internet website containing incorrect, false or otherwise  
20 misleading information;

21 I. The portions of plaintiff, VRANESH's, personnel files published and broadcasted  
22 by defendant, PUSD, on its Internet website and the worldwide Internet disparaged and  
23 reasonable could be expected to injury plaintiff's reputation;

24 J. Defendant, PUSD, posted on the Internet false findings and accusations against  
25 plaintiff, VRANESH; and

26 K. Plaintiff, VRANESH, was, and is, not a public figure, rather merely an employee,  
27 previously principal at the Walnut Grove Elementary site, and as a matter of law, a school  
28 "principal" is not a public figure.

1           314. An actual controversy has now arisen and exists between plaintiff, VRANESH, and  
2 defendant, PUSD, because defendant contends to the contrary to plaintiff's contentions in  
3 paragraph 313, above.

4           315. Plaintiff, VRANESH, desires a judicial determination of his rights, and a  
5 declaration that:

6           A. Defendant, PUSD, failed to reasonably comply with his requests to inspect his  
7 personnel file(s) and personal information pursuant to, and as defined by, *Education Code*,  
8 §44031 and *Labor Code*, §1198.5;

9           B. Plaintiff, VRANESH's, employment records, including but not limited to his  
10 personnel records are confidential;

11           C. Plaintiff, VRANESH, holds an inalienable right of privacy in and to his personnel  
12 and employment records;

13           D. Defendant, PUSD, entered information of a derogatory nature into plaintiff's  
14 personnel records without affording its employee, namely plaintiff, VRANESH, the  
15 opportunity to review and comment on that information;

16           E. Defendant, PUSD, forthwith permit plaintiff, VRANESH, to inspect, or  
17 alternatively, produce and turn over to plaintiff, any and all records purportedly supporting  
18 plaintiff presently being placed on administrative leave and any other aspects of his  
19 employment within the District, especially justifying or otherwise supporting [Faraghan's]  
20 statement that plaintiff engaged in 'additional acts of misconduct,' in particular "engaged in  
21 as the principal of Walnut Grove;"

22           F. Defendant, PUSD, immediately be precluded from taking any further or continuing  
23 adverse personnel actions against plaintiff, VRANESH, including administrative leave,  
24 suspension or termination, unless and until plaintiff, VRANESH, is afforded thirty (30)  
25 days to inspect and thoroughly review any and all records purportedly supporting any  
26 further adverse personnel action against plaintiff;

27           G. Defendant, PUSD, improperly published and broadcasted portions of plaintiff,  
28 VRANESH's, personnel files on its Internet website in violation of plaintiff, VRANESH's

1       inalienable rights;

2       H.     Defendant, PUSD, improperly published and broadcasted portions of plaintiff,  
3       VRANESH's, personnel files on its Internet website containing incorrect, false or otherwise  
4       misleading information;

5       I.     The portions of plaintiff, VRANESH's, personnel files published and broadcasted  
6       by defendant, PUSD, on its Internet website and the worldwide Internet disparaged and  
7       reasonable could be expected to injury plaintiff's reputation;

8       J.     Defendant, PUSD, posted on the Internet false findings and accusations against  
9       plaintiff, VRANESH; and

10      K.     Plaintiff, VRANESH, was, and is, not a public figure, rather merely an employee,  
11      previously principal at the Walnut Grove Elementary site, and as a matter of law, a school  
12      "principal" is not a public figure;

13      L.     Defendant, PUSD, made false findings or other incorrect and accusations against  
14      plaintiff, VRANESH, some of which were and are posted on the internet; and

15      M.     Plaintiff is entitled to have the the opportunity to correct any and all false findings  
16      or other incorrect and accusations against plaintiff, VRANESH, published and posted on the  
17      Internet by defendant, PUSD, corrected and/or deleted, as necessary and appropriate.

18      316.   A judicial determination is necessary and appropriate at this time under the  
19      circumstances in order that plaintiff may ascertain his rights and duties, and the rights of similarly  
20      situated employees. In addition, certain declarations will vindicate, or mitigate to a degree,  
21      plaintiff's reputation and other rights and interests. Plaintiff is informed and believes and thereon  
22      alleges that he exhausted administrative remedies or they do not apply.

23      317.   As a proximate result of defendant's actions, plaintiff suffered economic and non-  
24      economic injuries including emotional distress, pain and suffering which are natural, reasonable  
25      and proximate result of defendant's acts and omissions to plaintiff's damage in an amount he is  
26      presently unable to ascertain with certainty, and as a result, he will either amend this complaint or  
27      set forth the same at the time of trial herein.

28

1 **FIFTH CAUSE OF ACTION**

2 **SECOND COUNT**

3 **[Declaratory Relief - Indemnity and Attorneys' Fees and Costs]**

4 (Plaintiff alleges against defendant, PUSD)

5 318. Plaintiff repeats and realleges each of the allegations contained in paragraphs 1  
6 through 163, inclusive of the Preliminary Allegations, and incorporates the same herein by  
7 reference as though fully set forth.

8 319. Plaintiff is informed and believes and thereon alleges that *Labor Code, §2802*,  
9 expressly provides that: "An employer shall indemnify his employee for all the employee  
10 necessarily expends or loses in direct consequence of the discharge of his duties as such ... even  
11 though unlawful,..."

12 320. Plaintiff, VRANESH, is further informed and believes and thereon alleges that in  
13 the employment area, and in particular matters involving the need for certificated education  
14 administrators to assure that the legal interests of the employer and educational rights and needs of  
15 California's students are protected to the fullest extent legally possible, in particular in the areas of  
16 potential investigations of the employer(s), in this case defendant, PUSD, by California state  
17 agencies such as the DFEH, State Auditor and Attorney General, and the District Attorney for  
18 Alameda County, the law specifically recognizes that employment and indemnity law affords an  
19 employee, namely plaintiff, VRANESH, the right to separate counsel paid for by his or his  
20 employer. For instance, in *Douglas v. Los Angeles Herald Examiner (1975) 50 Cal. App.3d 449*,  
21 the California Court of Appeal assessed the obligations of an employer to indemnify and pay the  
22 defense costs of its employee under the *Restatement Second of the Law of Agency, §439*, and  
23 *Labor Code, § 2802*, and the Court of Appeal concluded that: "We have no doubt that *Labor Code,*  
24 *§2802*, requires an employer to defend and indemnify an employee ... for conduct in the course and  
25 scope of his employment." *Id. at p. 461.*

26 321. On or about October 29, 2013, plaintiff, VRANESH, requested, in writing, that the  
27 District defend and indemnify him in relation to any purported claims being made, or to be made,  
28 against him that arose in the course and scope of his carrying out duties as an employee of the

1 District, specifically stating in part that:

2 “[Plaintiff, VRANESH] will necessarily be compelled to vigorously defend himself against  
3 any and all potential claims against him. In view of the ongoing claims either made, or  
4 being made, against our client by reason of purported acts or omissions carried out by him  
5 in the course and scope of his employment, and in particular as may be alleged then Mr.  
6 Vranesh makes this request for his defense under California statutory law deals, to a limited  
7 extent, with the obligation of the employer to indemnify its employees. In particular, *Labor*  
8 *Code, §2802*, expressly provides that: ‘An employer shall indemnify his employee for all  
9 the employee necessarily expends or loses in direct consequence of the discharge of his  
10 duties as such ... even though unlawful,...’”

11 322. On October 31, 2013, defendant, PUSD’s, attorney, Kim Bogard, notified plaintiff,  
12 VRANESH, that plaintiff, VRANESH’s “demand that the District indemnify and defend [him] is  
13 premature,” and the District refused, and continued to refuse, to defend or indemnify plaintiff,  
14 VRANESH, in relation to any purported claims of “wrongdoing” insofar as he acted as an agent of  
15 the District.

16 323. Defendant, PUSD, owed plaintiff, VRANESH, the duties to defend and/or  
17 indemnify plaintiff, VRANESH, and reimburse his for legal and other fees and costs that he  
18 expended, under the circumstances, to defend and appropriately justify and legally explain, as  
19 necessary and in particular insofar as his conduct was within the course and scope of his  
20 employment with, and acted as agent and employee for, defendant, PUSD, and in the event of any  
21 conflicts of interest, plaintiff, VRANESH, should be provided separate and independent legal  
22 counsel and defense.

23 324. Plaintiff is further informed and believes and thereon alleges that, without plaintiff’s  
24 knowledge or defendant, PUSD’s, disclosure to plaintiff, on or about April 8, 2014, two (2) of  
25 defendant, PUSD’s, employees submitted written public entity “claims’ relating to civil liability to  
26 defendant, PUSD’s, attorney, Louis Leone, purportedly setting forth civil tort claims against  
27 defendant, PUSD, and plaintiff, VRANESH, including, in part, the following:

28 • That the 2 employees “were subjected to a hostile work environment that was

1 created and fostered by the principal of the school, Jon Vranesh. For approximately  
2 3 years before the District belatedly began an investigation in October of 2013, Mr.  
3 Vranesh engaged in inappropriate conduct towards teachers and staff... He confided  
4 his 'poop schedule' to [blank] telling her that he needed to go home in order to  
5 defecate, and that he would make up a reason for being off-campus when the urge  
6 arose. He talked that [blank] and [blank] about his sex life;"

- 7 • That "instead of attending meetings he [plaintiff, VRANESH] was expected to  
8 head, he hid in [blank] classrooms, consulting with [blank] teachers. Mr. Vranesh  
9 inappropriately asked the teachers to interpret the meanings of social interactions  
10 that he did not appear to understand. Instead of becoming the backbone of the  
11 school, he was evasive and indirect;"
- 12 • "[Blank] and [blank] participated in an internal investigation that began in late  
13 October 2013. The statements and investigation reports were then published on the  
14 Internet by the School District, essentially without redaction;"
- 15 • "Claimants' privacy and the privacy of their families were violated. They have been  
16 slandered, liable to, and threatened on PleasantonWeekly.com;"
- 17 • The anonymous claimants "had been called 'bullies,' 'potty-mouths,' liars, and  
18 worse;"
- 19 • "As a result of posting of confidential information, the claimants were targeted and  
20 retaliated against on the Internet;" and
- 21 • The referenced claims against "the District and Jon Vranesh" were for the "creation  
22 and ratification of a hostile work environment; retaliation under the Fair  
23 Employment and Housing Act; intentional/negligent infliction of emotional distress;  
24 negligent hiring, retention and supervision of Jon Vranesh; and privacy."

25 325. Defendant, PUSD, including its Board Members and Trustees, and defendants,  
26 AHMADI and CAZARES, never informed plaintiff, VRANESH, of the aforementioned civil tort  
27 claims. Plaintiff is further informed and believes and thereon alleges that they, and each of them,  
28 intended and planned to keep those civil tort claims a secret from, and intentionally failed to

1 disclose them to, plaintiff, VRANESH, notwithstanding his express written requests for indemnity  
2 and defense more than six (6) months earlier, as part of a plan to foist all blame for defendant's  
3 misconduct, actions and inactions, negligence and other misdeeds, on plaintiff, and further  
4 discredit, embarrass and publicly humiliate and damage plaintiff, VRANESH.

5       326. Plaintiff is further informed and believes and thereon alleges that between April and  
6 June 2014, defendant, PUSD, and two (2) anonymous or unidentified employees of defendant,  
7 PUSD, who worked at the Walnut Grove site while plaintiff, VRANESH, served as its principal,  
8 secretly, outside of public view and scrutiny and clearly and intentionally without any notification  
9 or disclosure to plaintiff, VRANESH, participated in a purported "pre-litigation mediation" of  
10 those claims described or referenced in a public entity tort claim dated on or about April 8, 2014,  
11 namely the alleged "creation and ratification of a hostile work environment; retaliation under the  
12 Fair Employment and Housing Act; intentional/negligent infliction of emotional distress; negligent  
13 hiring, retention and supervision" of plaintiff, VRANESH, and privacy.

14       327. Plaintiff is further informed and believes and thereon that the two (2) anonymous or  
15 heretofore unidentified District employees did not file claims against plaintiff, VRANESH, or  
16 District with the DFEH, nor receive right to sue letters, and he further alleges that the bulk, if not  
17 all, the claims, arose from the conduct and/or misconduct, and actions and/or inactions, of  
18 defendant, PUSD, and persons other than plaintiff, VRANESH. Moreover, plaintiff, VRANESH,  
19 contends and alleges that there was, and is, no basis in law, or fact, to the claims of the two (2)  
20 anonymous or unidentified employees against plaintiff, VRANESH, who at all relevant times was  
21 acting as the agent and employee of defendant, PUSD, within the course and scope of that agency,  
22 and at the specific control and direction of defendant, PUSD.

23       328. Plaintiff is further informed and believes and thereon that notwithstanding  
24 defendant's failure to disclose to, or allow an opportunity or right to participate or otherwise be  
25 involved in the aforementioned "pre-litigation mediation" by, plaintiff, VRANESH, of the  
26 aforementioned claims of two (2) anonymous or unidentified employees, on or about June 21,  
27 2014, defendant, PUSD, and/or third persons purportedly acting on behalf of defendant, PUSD,  
28 paid \$245,000 to each of the two (2) unidentified District Employees.

1           329. Plaintiff is further informed and believes and thereon that defendant, PUSD, and its  
2 agents and attorneys, the identities of which are presently unknown to plaintiff, entered into a  
3 written settlement agreement containing a "General Release of All Claims" pursuant to which each  
4 of the two (2) unidentified District Employees "unconditionally, irrevocably and absolutely  
5 releases and discharges the DISTRICT, as well as any other present or former employee, officer,  
6 agent, attorney, affiliate, successor, assigned and all other representatives of the DISTRICT,  
7 including Jon Vranesh from any and all causes of action, judgments, liens, indebtedness, damages,  
8 losses, claims." In addition, the settlement agreement contained a confidentiality provision. An  
9 express condition to the settlement agreement made it "subject to formal approval by the governing  
10 boards," namely defendant, PUSD, and third parties.

11           330. Plaintiff is now further informed and believes and thereon alleges that defendant,  
12 PUSD, was represented at the above-referenced "pre-litigation mediation" by attorney Louis  
13 Leone, and in truth and fact, plaintiff, VRANESH, never retained, nor authorized either Attorney  
14 Leone, or defendant, PUSD, or any other person, to act on his behalf, or represent his legal or other  
15 interests, at the subject "pre-litigation mediation," nor to enter into a general or special release on  
16 his behalf.

17           331. Plaintiff is further informed and believes and thereon alleges that any reasonably  
18 competent, ethical attorney would, and could, not have allowed themselves to enter into a written  
19 settlement agreement with the two (2) anonymous or unidentified employees of defendant, PUSD,  
20 on behalf of, or for the purported benefit of plaintiff, VRANESH, as occurred and memorialized in  
21 the express terms and recitals of the written "SETTLEMENT AGREEMENT AND RELEASE OF  
22 ALL CLAIMS" dated June 21, 2014, without the consent and authorization of plaintiff,  
23 VRANESH. Moreover, plaintiff, VRANESH, never gave approval to any person to pay any  
24 amount whatsoever to the two (2) anonymous or unidentified District employees, nor would he  
25 have given any such approval, and indeed plaintiff, VRANESH, objects to the defendant, PUSD,  
26 and its attorneys so secretly conducting themselves and remitting payment because there was no  
27 merit or viable legal bases to any purported or alleged claims against plaintiff, VRANESH.

28           332. Plaintiff is further informed and believes and thereon alleges that during the period



1 April through July 2014 when settlement was reached between defendant, PUSD, and the two (2)  
2 anonymous or unidentified District employees, significant conflict and conflicts of interest existed  
3 between plaintiff, VRANESH, and defendant, PUSD, precluding their joint representation by any  
4 single law firm or lawyer, including conflicts arising from plaintiff, VRANESH's, prior written  
5 demands for defense and indemnity from defendant, PUSD, which were rejected by defendant,  
6 PUSD. In addition, at all times relevant hereto, insofar as any claims were made, or alleged,  
7 against plaintiff, VRANESH, actually or potentially creating personal and financial liability to him,  
8 whether based on harassment or otherwise, then a further conflict of interest existed between  
9 plaintiff, VRANESH, and defendant, PUSD, giving rise to the added obligation of plaintiff's  
10 employer, namely defendant, PUSD, to provide separate and independent legal counsel to plaintiff,  
11 VRANESH, which defendant, PUSD, refused to provide.

12       333. Plaintiff is informed and believes and thereon alleges that from and after October  
13 2013, through the present, plaintiff, VRANESH, reasonably and necessarily retained, and incurred  
14 substantial legal costs and fees, in order to retain legal counsel to protect and defend himself from  
15 any and all meritless or other claims alleged or otherwise made or suggested against him arising  
16 from his acting as the agent and employee of defendant, PUSD.

17       334. Plaintiff is informed and believes and thereon alleges that Defendant, PUSD,  
18 breached its statutory and other duties and obligations to fully or otherwise defend, indemnify and  
19 hold plaintiff, VRANESH, harmless from the serious claims made against defendant, PUSD, and  
20 its Walnut Grove Elementary principal, namely plaintiff, VRANESH, by Walnut Grove employees  
21 and/or staff, members of the public, and otherwise, from and after October 2013 that led to  
22 administrative and other investigations by agencies in particular to plaintiff, VRANESH, acting as  
23 defendant, PUSD's, agent at the Walnut Grove Elementary and other sites within the District,  
24 including the aforementioned claims by the two (2) anonymous employees as above-described.

25       335. At the time of the so-called "investigation," plaintiff, VRANESH, was a certificated  
26 administrator of defendant, PUSD. As such, plaintiff is informed and believes and thereon alleges  
27 that defendant, PUSD, had a duty to defend and indemnify him for his legal fees and costs related  
28 to any and all "claims" made or advanced against him in his employment capacity as the Walnut

1 Grove Elementary principal. Defendant refused, and continues to refuse, to defend and indemnify  
2 and reimburse plaintiff, VRANESH's, legal fees and expenses expended in direct consequence of  
3 the discharge of his duties.

4 336. By reason of the forgoing allegations, plaintiff, VRANESH, is entitled to be  
5 indemnified by, or a contribution and reimbursement from defendant for any and all amounts  
6 which may in good faith be made, paid or otherwise incurred by plaintiff.

7 337. An actual controversy has also arisen, and now exists, by and between plaintiff,  
8 VRANESH, and defendant, PUSD, in that plaintiff contends that he was, and is, entitled to  
9 indemnity and defense as against alleged claims and governmental investigations that related to  
10 plaintiff carrying out his duties in accordance with direction and policy of defendant, PUSD.

11 Plaintiff is further informed and believes and thereon alleges defendant disputes this contention.

12 338. Plaintiff, VRANESH, is further informed and believes and thereon alleges that as a  
13 further proximate result of the acts, errors and omissions of defendant, plaintiff has been required,  
14 and in the future will be required, to incur costs and expenses and attorneys' fees in defending  
15 herself against claims herein in amounts now unknown, an amount believed to presently exceed  
16 \$100,000, and amount that will be more precisely proven at trial. As a result, plaintiff will ask  
17 leave to further amend this complaint to set forth the exact amount thereof once the same is  
18 ascertained, or offer proof thereof at trial.

19 **FIFTH CAUSE OF ACTION**

20 **THIRD COUNT**

21 **[Declaratory and Injunctive Relief]**

22 (Plaintiff alleges against defendant, PUSD)

23 339. Plaintiff repeats and realleges each of the allegations contained in paragraphs 1  
24 through 163, inclusive of the Preliminary Allegations, and incorporates the same herein by  
25 reference as though fully set forth.

26 340. Plaintiff is informed and believes and thereon alleges that at all times relevant  
27 hereto, plaintiff, VRANESH, resisted the improper efforts by the defendants, PUSD, AHMADI  
28 and CAZARES, to lay blame at plaintiff, VRANESH, for the tensions and hostile work

1 environment within the District, including at the Walnut Grove Elementary school site, to divert  
2 public and media attention from actions and mismanagement of the District by its “cabinet”  
3 personnel, including but not limited to Superintendent AHMADI, Deputy Superintendent  
4 CAZARES and Assistant Superintendents, Bill Faraghan and Odie Douglas.

5 341. Plaintiff is informed and believes and thereon alleges that defendant manipulated  
6 any so-called “investigation” of plaintiff, VRANESH, for the purpose of recommending and  
7 thereby justifying plaintiff, VRANESH’s, termination as its certificated administrator, namely  
8 principal, at the Walnut Grove Elementary school site. The contrivance of guise of a so-called  
9 “investigation” was unduly influenced and controlled by the aforementioned District “cabinet”  
10 level personnel, in particular Superintendent AHMADI to divert attention away from themselves,  
11 to support pre-fabricated, deceitful conclusions about plaintiff, VRANESH, to be presented and  
12 ultimately adopted by the PUSD Board and made public in order to humiliate, isolate, discredit and  
13 lay blame for, and cover up, their misdeeds and misconduct from the public.

14 342. On May 27, 2014, defendant, PUSD, assigned plaintiff, VRANESH, to its Village  
15 High School as “SDC” (Special Day Class) at “FTE:1” (Full Time Employee 1), that is  
16 certificated employee for the next (2014-2015) school year. Plaintiff, VRANESH, accepted the  
17 position, in writing, committing to return to perform certificated teaching services, and in that  
18 position, in labor matters, he was, and is, represented in his employment with the District, namely  
19 defendant, PUSD, by the Association of Pleasanton Teachers [“APT”].

20 343. On or about June 30, 2014, defendant, PUSD’s, Assistant Superintendent Faraghan,  
21 informed plaintiff, VRANESH, in writing by “personal service and U.S. Mail” that:

- 22 • The “District recently became aware of additional acts of misconduct that you  
23 [plaintiff, VRANESH,] have engaged in as the principal of Walnut Grove;”
- 24 • “I will recommend to the Board of Trustees at its September 23, 2014 meeting that  
25 you [plaintiff, VRANESH] be terminated from employment with the District;”
- 26 • A “Statement of Charges” will be provided to plaintiff, VRANESH, “in mid-  
27 August;” and
- 28 • Finally directing that plaintiff, VRANESH, was again being placed on

1 administrative leave.

2 344. Defendant, PUSD, further informed plaintiff, VRANESH, that during his so-called  
3 “administrative leave” that: (a) plaintiff, VRANESH, was to remain off all District property unless  
4 he had prior authorization from Faraghan or the Superintendent; (b) plaintiff was to immediately  
5 turn in all District equipment and supplies in his possession to Faraghan; (c) and plaintiff was to  
6 remain “available to the District at all times during the regular working day.”

7 345. Defendant, PUSD, never provided plaintiff, VRANESH, with a so-called  
8 “Statement of Charges” by mid-August, 2014, nor has the Board will be provided to plaintiff,  
9 VRANESH, “in mid-August, nor were “additional acts of misconduct that [plaintiff, VRANESH]  
10 ... engaged in as the principal of Walnut Grove” been presented to the Board, nor plaintiff,  
11 VRANESH, terminated to date. Nonetheless, plaintiff, VRANESH, continues to be denied his  
12 right to practice his trade and profession as a certificated teacher pursuant to his written assignment  
13 and agreement with defendant, PUSD.

14 346. On or about October 7, 2014, defendant, PUSD, admitted and confirmed, in writing,  
15 that the “collective bargaining agreement [“CBA”] between the APT and District does not  
16 expressly or otherwise provide for, or allow, a certificated teacher to be arbitrarily or otherwise  
17 placed on ‘administrative leave,’ and that ‘placement on administrative leave does not constitute  
18 disciplinary action.’ As such, placement on administrative leave with pay is within the prerogative  
19 of the District.”

20 347. Plaintiff is further informed and believes and thereon alleges that an actual  
21 controversy has also arisen, and now exists, by and between plaintiff, VRANESH, and defendant,  
22 PUSD, in that plaintiff contends, and defendant disputes, that:

23 A. Plaintiff, VRANESH, has been suspended by defendant, PUSD, from plaintiff’s  
24 \$95,000 per year assigned certificated teaching position as “SDC” (Special Day Class) at  
25 “FTE:1” (Full Time Employee 1) at its Valley High School site;

26 B. Defendant, PUSD, suspended plaintiff, VRANESH, as a certificated teacher in  
27 violation of *Education Code, §§44932, et seq., 44427 and/or 44031*, and otherwise;

28 C. There was and is no basis for plaintiff, VRANESH, to continue to be suspended by

1 defendant, PUSD, as a certificated teacher;

2 D. Defendant, PUSD, cannot suspend, terminate, or place plaintiff, VRANESH, on  
3 administrative leave, or take any adverse personnel action against plaintiff while presently  
4 employed under the CBA for actions purportedly arising from “additional acts of  
5 misconduct that [plaintiff, VRANESH] ... engaged in as the principal of Walnut Grove;”

6 E. Administrative leave, under the circumstances of this case, constitutes an adverse  
7 personnel action;

8 F. There were, and are, no viable, legal grounds for dismissal or suspension of  
9 plaintiff, VRANESH, by defendant, PUSD, pursuant to *Education Code, §§44932(a)*, or  
10 otherwise; and

11 G. Plaintiff, VRANESH, is entitled to an immediate pre-suspension and pretermination  
12 hearing under *Education Code, §§44934 et seq .*, and otherwise, at which time he will be  
13 permitted to confront, face-to-face, adverse witnesses and complainants, following the  
14 presentation to him of specific charges.

15 348. An actual controversy has also arisen, and now exists, by and between plaintiff,  
16 VRANESH, and defendant, PUSD, in that plaintiff contends that: (a) defendant, PUSD, disparaged  
17 and defamed plaintiff, in breach of the Employment Contract; and (b) defendant disclosed to the  
18 public matters of a private, personnel nature relating to plaintiff, VRANESH, in further breach of  
19 the Employment Contract. Plaintiff is further informed and believes and thereon alleges defendant  
20 disputes these contentions.

21 349. Defendant, PUSD, threatens to, and unless restrained by this court, will continue to  
22 do, and threaten to do, the acts complained of herein, in particularly indefinitely keep plaintiff,  
23 VRANESH, in a state of limbo, frustrating his constitutional and protected property rights as a  
24 certificated teacher.

25 350. Accordingly plaintiff, VRANESH, requests that the above-entitled Court issue a  
26 temporary restraining order, preliminary injunction, and permanent injunction, enjoining  
27 defendant, and its officers, agents, employees, servants, representatives, and all persons acting  
28 under, or in concert with, or for it, from:

1 A. Directly or indirectly from placing, or continuing to place, plaintiff, VRANESH, on  
2 administrative leave, suspension or termination as a certificated teacher;

3 B. Defendant, PUSD, immediately remove plaintiff, VRANESH, from the status of  
4 “administrative leave,” or suspension, or show good cause evidencing his unfitness to carry  
5 out his assignment as a certificated teacher in the District, including those grounds  
6 specifically set forth in *Education Code, §44932(a)*;

7 C. Disparaging and defaming; and

8 D. Disclosing to the public matters of a private, personnel nature relating to plaintiff,  
9 VRANESH.

10 351. Plaintiff desires a judicial determination of the respective rights and interests of the  
11 parties herein consistent with his contentions set forth in ¶¶347 through 350, above. Such a  
12 declaration is necessary and appropriate at this time in order for the parties to ascertain their rights  
13 and duties with respect to the matters at issue.

14 **SIXTH CAUSE OF ACTION**

15 **[DEFAMATION]**

16 (Plaintiff asserts as against defendants, DOES 1 through 40)

17 352. Plaintiff repeats and realleges each of the allegations contained in paragraphs 1  
18 through 163, inclusive of the Preliminary Allegations, and paragraphs 165 through 182, 189  
19 through 192, 200 through 206, 211 through 213, and 218 through 227, inclusive, of Counts 1, 2, 3,  
20 4 and 5, respectively, to his First Cause of Action above to his First Cause of Action above, and  
21 paragraphs 232 through 255, 255 through 266, and 269 through 277, inclusive, of his Second  
22 Cause of Action, and incorporates the same herein by reference as though fully set forth.

23 353. At all times relevant hereto, plaintiff, VRANESH, was, and is, a dedicated,  
24 professional and conscientious educator and certificated administrator and certificated teacher, and  
25 received continued advancement within defendant, PUSD. Plaintiff is informed and believes that  
26 he was selected and hired, promoted, and assigned, by the District as the principal at defendant’s  
27 Walnut Grove Elementary site.

28 354. Plaintiff is further informed and believes and thereon alleges that at all times

1 relevant hereto, defendants, DOES 1 through 40, inclusive, and each of them, were and/or are  
2 residents of Alameda or a nearby County, and residents of the State of California.

3 355. Plaintiff is presently unaware of the true names, identities, or capacities, whether  
4 individual, corporate, associate, or otherwise of those defendants sued herein as DOES 1 through  
5 40, inclusive, and therefore sues said defendants by such fictitious names. Plaintiff will ask leave  
6 to amend this complaint so as to set forth the same when the same have been ascertained. Plaintiff  
7 is informed and believes and thereon alleges that said defendants, and each of them, are in some  
8 way responsible for the acts, events, and occurrences complained of herein, and proximately  
9 caused the plaintiff's damages set forth herein. Plaintiff will ask leave to amend this complaint so  
10 as to more specifically set forth the same when the same have been ascertained.

11 356. At all times relevant herein, defendants, DOES 1 through 40, inclusive, acted, and  
12 act, directly or through their employees in supervisory or other capacities, agents, servants, officers,  
13 and/or directors in taking the actions complained of herein.

14 357. The acts and omissions set forth in this complaint occurred, in whole or in  
15 substantial part, within the County of Alameda, State of California, and defendants, DOES 1  
16 through 40, inclusive, and each of them, have agents and transact business within the County of  
17 Alameda, unless specifically alleged otherwise, and plaintiff's injuries were finally and further  
18 sustained, and continue to be sustained, in Alameda County.

19 358. On and after October 20, 2013, and continuing through the present, defendants,  
20 DOES 1 through 40, inclusive, and each of them, made, stated, broadcasted and published,  
21 effectively verbatim, the following statements, in particular relative to plaintiff, VRANESH:

- 22 A. VRANESH created a "hostile work environment" at Walnut Grove Elementary;
- 23 B. While VRANESH was its principal, Walnut Grove Elementary was "not a safe  
24 place";
- 25 C. VRANESH is "mentally ill";
- 26 D. VRANESH is "delusional";
- 27 E. VRANESH suffers from "Asperger";
- 28 F. VRANESH is a "deeply mentally ill person";

- 1 G. VRANESH is a “pathological liar”;
- 2 H. VRANESH “must be ill”;
- 3 I. VRANESH “has animus toward women”;
- 4 J. VRANESH is the personification of “misogyny”;
- 5 K. VRANESH is a “sociopath”;
- 6 L. While VRANESH served as the Walnut Grove Elementary principal, VRANESH
- 7 has “antisocial behaviors”;
- 8 M. VRANESH is “a horrible human being”;
- 9 N. While VRANESH served as the Walnut Grove Elementary principal, VRANESH
- 10 “bullied” its staff and other in the District;
- 11 O. VRANESH was a “little Hitler;”
- 12 N. While serving as the Walnut Grove Elementary principal, VRANESH “lies”;
- 13 P. VRANESH is “not a man of integrity”;
- 14 Q. While serving as the Walnut Grove Elementary principal, VRANESH stated that he
- 15 “hate[d] that fucking bitch” referring to District employees;
- 16 R. While serving as the Walnut Grove Elementary principal, VRANESH kept “lists”
- 17 about staff members and other persons who were “in” or “out”, including comments
- 18 referring to District employees who he did not “like” or respect to the effect that “I’ll
- 19 take her down” and/or “I’m gonna get her out of our school,” further including a
- 20 “growing” list of “crazy bitches”;
- 21 S. While serving as the Walnut Grove Elementary principal, VRANESH referred to
- 22 female employees that the employee was “a cunt”;
- 23 T. While serving as the Walnut Grove Elementary principal, VRANESH used the term
- 24 “bitch” repeatedly or on a number of occasions, including that he would “take down
- 25 that bitch” a number of times;
- 26 U. While serving as the Walnut Grove Elementary principal, VRANESH specifically
- 27 referred to K-- P----s as a “crazy bitch”;
- 28 V. While serving as the Walnut Grove Elementary principal, VRANESH threatened



- 1 District employees;
- 2 W. While serving as the Walnut Grove Elementary principal, VRANESH used  
3 “derogatory language towards women”;
- 4 X. While serving as the Walnut Grove Elementary principal, VRANESH was  
5 “abusive” and “hostile” toward District employees, harassing and “bullying” them,  
6 including purportedly telling at least one District employee that VRANESH told her  
7 to “shut up”;
- 8 Y. While serving as the Walnut Grove Elementary principal, VRANESH he was  
9 always “barricaded in his office;”
- 10 Z. While serving as the Walnut Grove Elementary principal, VRANESH used “violent  
11 language” or “violent descriptors” in the workplace toward District employees; and
- 12 AA. While serving as the Walnut Grove Elementary principal, VRANESH was “always  
13 cruel and mean”.
- 14 359. Plaintiff, VRANESH, is informed and believes and thereon alleges that the  
15 statements and publications and remarks set forth in ¶358, above, was slanderous *per se* because:
- 16 A. In truth and fact, plaintiff, VRANESH, did not create a “hostile work environment”  
17 at Walnut Grove Elementary;
- 18 B. While VRANESH was its principal, Walnut Grove Elementary was, in truth and  
19 fact, as safe a place as could be kept and maintained in the District under the  
20 circumstances;
- 21 C. VRANESH is not “mentally ill”;
- 22 D. VRANESH is not “delusional”;
- 23 E. VRANESH does not suffer from “Asperger”;
- 24 F. VRANESH is not a “deeply mentally ill person”;
- 25 G. VRANESH is not a “pathological liar”;
- 26 H. There is no rational basis in truth or fact that plaintiff, VRANESH, “must be ill” or  
27 considered “ill” insofar as the negative connotation and meaning attached to those  
28 words in context or reasonable conversation or discussion;

- 1 I. VRANESH does not hold or harbor animus toward women;
- 2 J. VRANESH is the absolutely not the personification of “misogyny”;
- 3 K. VRANESH is not a “sociopath,” nor suffering from psychopathic personality, nor  
4 did he exhibit aggressively antisocial behavior;
- 5 L. While VRANESH served as the Walnut Grove Elementary principal, he did not, in  
6 truth and fact, have, or exhibit “antisocial behaviors”;
- 7 M. VRANESH is not “a horrible human being”;
- 8 N. While VRANESH served as the Walnut Grove Elementary principal, VRANESH  
9 did not “bully” its staff and/or other persons in the District;
- 10 O. VRANESH was not a “little Hitler;”
- 11 N. While serving as the Walnut Grove Elementary principal, VRANESH did not lie or  
12 misrepresent;
- 13 P. VRANESH is a person of “integrity,” and indeed demonstrated as the Walnut  
14 Grove Elementary principal the qualities and state of being of sound moral  
15 principles, uprightness, honesty and sincerity;
- 16 Q. While serving as the Walnut Grove Elementary principal, VRANESH did not state  
17 aloud that he “hate[d] that fucking bitch” referring to District employees or other  
18 persons;
- 19 R. While serving as the Walnut Grove Elementary principal, in truth and fact,  
20 VRANESH did not keep or maintain “lists” about staff members and other persons  
21 who were “in” or “out”, nor make comments referring to District employees who he  
22 did not “like” or respect to the effect that “I’ll take her down” and/or “I’m gonna get  
23 her out of our school,” nor did he maintain, keep or include a “growing” list of  
24 “crazy bitches”;
- 25 S. While serving as the Walnut Grove Elementary principal, in truth and fact,  
26 VRANESH did not refer to female employees that the employee was “a cunt”;
- 27 T. While serving as the Walnut Grove Elementary principal, VRANESH did not use  
28 the term “bitch” repeatedly or on a number of occasions, nor make statements that

1 he would “take down that bitch” a number of times;

2 U. While serving as the Walnut Grove Elementary principal, VRANESH did not  
3 specifically or otherwise refer to a District employee, K-- P----s, as a “crazy bitch”;

4 V. While serving as the Walnut Grove Elementary principal, VRANESH did not  
5 threaten District employees;

6 W. While serving as the Walnut Grove Elementary principal, in truth and fact,  
7 VRANESH did not use “derogatory language towards women”;

8 X. While serving as the Walnut Grove Elementary principal, VRANESH was not  
9 “abusive” and “hostile” toward District employees, nor harass and/or “bully” them,  
10 nor did he express to any specific one District employee to “shut up”;

11 Y. While serving as the Walnut Grove Elementary principal, in truth and fact,  
12 VRANESH he not was always “barricaded in his office;”

13 Z. While serving as the Walnut Grove Elementary principal, VRANESH did not use  
14 “violent language” or “violent descriptors” in the workplace toward District  
15 employees or other persons; and

16 AA. While serving as the Walnut Grove Elementary principal, in truth and fact,  
17 VRANESH was not “always” or otherwise, a “cruel and mean” person whether as a  
18 certificated administrator, or otherwise.

19 360. Plaintiff is informed and believes and thereon alleges that from October 2013  
20 through the present, the above-referenced slanderous and defamatory statements were made,  
21 published, broadcast, disseminated and republished in the City of Pleasanton and throughout the  
22 County of Alameda and State of California.

23 361. Plaintiff is informed and believes and thereon alleges that defendants, DOES 1  
24 through 40, inclusive, were, and are, at a minimum, negligent in broadcasting, publishing and  
25 republishing these slanderous and defamatory statements. With ordinary and reasonable care,  
26 defendants would have realized, or could have discovered, that the slanderous and defamatory  
27 statements made or published about plaintiff, VRANESH, were obviously and patently false and  
28 grossly slanderous.

1           362. Furthermore, defendants made and published, including republished and broadcast  
2 their defamatory and slanderous statements, comments and hurtful attributions about plaintiff,  
3 VRANESH, either knowing that they were false as they applied to plaintiff, VRANESH, or with  
4 reckless disregard for whether or not they were true.

5           363. Plaintiff is further informed and believes and thereon alleges that prior to October  
6 2013, he had an outstanding reputation as a conscientious, ethical, moral, knowledgeable and  
7 excellent educator and school administrator with promise and potential for continued employment  
8 and career advancement, prestige and increased compensation. Plaintiff, VRANESH, further  
9 enjoyed the untainted reputation as a dedicated school principal, and he had been conscientious in  
10 assuring that the students at Walnut Grove Elementary School received the best educations  
11 possible, in particular in a safe and clean and sanitary learning environment.

12           364. Plaintiff is informed and believes and thereon alleges that at all times relevant  
13 hereto, defendants, DOES 1 through 40, inclusive, and each of them, and others whose identifies  
14 are presently unknown to plaintiff, knowingly and willfully conspired and agreed among and  
15 between themselves to fabricate pretextual defamatory and untrue statements about plaintiff,  
16 VRANESH, and further injure plaintiff for their own personal aggrandizement, including  
17 protection against their own wrongful acts. Pursuant to the conspiracy, defendants, their agents,  
18 servants and employees, acting jointly and severally, committed, or caused to be committed against  
19 plaintiff, VRANESH, both before and after October 2013, a series of malicious and mischievous  
20 acts, namely including but not limited to the unprovoked, unnecessary, unreasonable and untrue  
21 criticism of plaintiff's performance and manner plaintiff went about his professional tasks and  
22 assignments, his personal lifestyle, and publishing and rendering various and sundry oral and  
23 written statements such as alleged in ¶358, above.

24           365. Plaintiff is further informed and believes and thereon alleges that statements and  
25 material defamatory to plaintiff's personal and professional reputations and capabilities were, and  
26 are, contained in libelous and slanderous statements, publications and broadcasts of republished  
27 and rebroadcast by defendants, DOES 1 through 40, inclusive, as well as other third persons, in and  
28 after October 2013.

1           366. The republication of the false, misleading and pretextual and defamatory statements  
2 by third persons, and plaintiff, VRANESH, as required, further impaired and damaged plaintiff's  
3 good name.

4           367. As a direct and proximate result of the defendants' conduct as alleged herein, and in  
5 particular as set forth in the foregoing allegations, including but not limited to ¶358, above,  
6 plaintiff, VRANESH, necessarily, foreseeable and reasonably republishing the defamatory, false,  
7 misleading and defamatory statements, he has been, and will be, permanently and irreparably  
8 damaged in his personal and professional career and reputation. He has and will continue to suffer  
9 permanent impairment of his capacity to earn a living, and consequently, plaintiff will sustain loss  
10 of future income in an amount he cannot presently ascertain. Plaintiff will ask leave to amend this  
11 complaint so as to more specifically set forth the exact amount thereof once the same is  
12 ascertained, or according to proof at trial.

13           368. Plaintiff is informed and believes and thereon alleges that the false, unprivileged  
14 defamatory and misleading statements made by or on behalf of defendants concerning the personal  
15 and professional reputations and character of plaintiff, VRANESH, were made maliciously and  
16 with the intent to injure and damage permanently plaintiff's professional and personal reputations  
17 and career.

18           369. Plaintiff has suffered harm to his personal and professional reputations, humiliation,  
19 extreme emotional distress and mental suffering as a result of the above-described defamations.

20           370. The false, unprivileged defamatory and misleading statements made by or on behalf  
21 of defendants concerning the personal and professional reputations and character of plaintiff were  
22 made maliciously and with the intent to injure and damage permanently plaintiff's professional and  
23 personal reputations and career.

24           371. Plaintiff has suffered harm to his personal and professional reputations, humiliation,  
25 extreme emotional distress and mental suffering as a result of the above-described defamations.

26           372. As a further direct and proximate result of the conduct by defendants, and each of  
27 them, as alleged herein, including the publication and uttering of false, misleading, libelous,  
28 slanderous and defamatory reports and statements, coupled with his placement on administrative



1 4 and 5, respectively, to his First Cause of Action above to his First Cause of Action above,  
2 paragraphs 232 through 255, 255 through 266, and 269 through 277, inclusive, of his Second  
3 Cause of Action, and paragraphs 353 through 372, inclusive, of his Sixth Cause of Action, and  
4 incorporates the same herein by reference as though fully set forth.

5 377. Plaintiff is informed and believes and thereon alleges that commencing in or about  
6 October 2013 and continuing through the present, without plaintiff's consent, defendants, PUSD  
7 and DOES 1 through 30, inclusive, and each of them, namely PUSD, invaded plaintiff's right to  
8 privacy by their publishing the statements set forth in the foregoing allegations including but not  
9 limited to ¶¶ 114, 137, 159 and 358, above, in particular pertaining to plaintiff, VRANESH's,  
10 alleged wrongdoings and misconduct, and concerning his job performance and personal qualities  
11 and attributes which were falsely.

12 378. The so-called disclosures by defendants created false publicity in the sense of a  
13 public disclosure to a large number of people of defendant, PUSD's, supposed newsworthy  
14 announcement relating to alleged misdeeds of plaintiff, VRANESH, in the Pleasanton community,  
15 the school District and beyond.

16 379. The publicity created by defendants placed plaintiff, VRANESH, in a false light in  
17 the public eye in that statements broadcast by defendant, PUSD, in particular on its website and on  
18 the Internet relative to plaintiff, VRANESH, and other employees, including Mary Snell and Linda  
19 Pipe, contained false statements and inaccuracies which incorrectly portrayed plaintiff as an  
20 incompetent school administrator, harasser and overall bad person who has no place in education,  
21 especially in Pleasanton, California, a town in which he grew up, put down roots, raised a family  
22 and tried to give back to his community.

23 380. The publicity created by defendant was offensive and objectionable to plaintiff,  
24 VRANESH, and to a reasonable person of ordinary sensibilities in that defendants' false portrayals  
25 of plaintiff, VRANESH, it made plaintiff the object of scorn, enmity, public outrage, perversion  
26 and ridicule.

27 381. The publicity created by defendants was done with malice in that it was made either  
28 with knowledge of its falsity or in reckless disregard of its truth in that the statements describing

1 plaintiff's professional dedication as an elementary school principal and administrator and as a  
2 resident and citizen of the Pleasanton community were calculated falsehoods because defendants  
3 either failed to investigate the accuracy of their so-called investigation into facts or correctly report  
4 the true facts made known to them, or any of them, by plaintiff, VRANESH, in advance of their  
5 broadcasts, publications and republications.

6 382. Plaintiff is informed and believes and thereon alleges that in creating the above  
7 publicity, defendants acted with hatred and ill will toward plaintiff within the meaning *Civil Code*,  
8 §48a(4) (c) and (d), and plaintiff, VRANESH, therefore, seeks an award of punitive damages.

9 383. Plaintiff is further informed and believes and thereon alleges that without further  
10 notice, in or about October 2013 and continuing through the present, without reason or cause,  
11 defendants made various inquiries into plaintiff's personal lifestyle, social contacts and  
12 communications, personal and private discussions with other persons in order to create a pretext or  
13 perception that plaintiff, VRANESH, was and is an incompetent school administrator, harasser and  
14 overall bad person who has no place in education, especially in Pleasanton, California,

15 384. Plaintiff is informed and believes and thereon alleges that such private and personal  
16 inquiries, demands and directions by defendants, and each of them, was/were without sufficient  
17 cause or reason, and contrary to plaintiff's Constitutional or other legal rights.

18 385. Plaintiff is further informed and believes and thereon alleges that by reason of the  
19 foregoing that defendants, without plaintiff's authority or consent, invaded his right to privacy, by  
20 making such express inquiries not only of plaintiff but of other persons with whom plaintiff  
21 intimately and otherwise associated, and further making public disclosures of private facts which  
22 plaintiff and those with whom he had employment, collegial, professional, familial and other  
23 relationships, which plaintiff, VRANESH, expected to be kept private.

24 386. The disclosures and inquiries by defendants, and each of them, of the above facts  
25 were offensive and objectionable to plaintiff, and to reasonable persons of ordinary sensibilities, in  
26 particular, and they intruded into issues of plaintiff's employment, collegial, professional, familial,  
27 personal, associational, emotional, sexual and mental privacy interests and rights, even in the  
28 workplace, including plaintiff's personal life and relationships.



1 387. Plaintiff is further informed and believes and thereon alleges that defendants, and  
2 each of them, intentionally intruded, upon the solitude or seclusion, private affairs or concerns of  
3 plaintiff, and the intrusion(s) was/were substantial, and of a kind that would be highly offensive to  
4 an ordinarily reasonable person.

5 388. As a proximate result, plaintiff has suffered loss of reputation and standing in the  
6 community and workplace, all of which caused, and will cause, him lost wages, compensation and  
7 benefits, e.g., economic damages, as well as humiliation, embarrassment, hurt feelings, anguish  
8 and mental suffering, e.g., non-economic damages, all to his general and special damages in an  
9 amount plaintiff will leave to specifically set forth at the time of trial.

10 389. In so acting, defendants are guilty of oppression, fraud or malice and the defendants  
11 made such inquiries and disclosures with the intent to vex, injure, and annoy plaintiff, or with a  
12 willful and conscious disregard of plaintiff's rights, so as to justify an award of exemplary and  
13 punitive damages according to proof at trial, except as to the public entity, namely defendant,  
14 PUSD.

15 **SEVENTH CAUSE OF ACTION**

16 **SECOND COUNT**

17 **[Invasion of Privacy - Placing Plaintiff in False Light]**

18 (Plaintiff asserts against defendants, PUSD, and DOES 1 through 40)

19 390. Plaintiff repeats and realleges each of the allegations contained in paragraphs 1  
20 through 163, inclusive of the Preliminary Allegations, and paragraphs 165 through 182, 189  
21 through 192, 200 through 206, 211 through 213, and 218 through 227, inclusive, of Counts 1, 2, 3,  
22 4 and 5, respectively, to his First Cause of Action above to his First Cause of Action above,  
23 paragraphs 232 through 255, 255 through 266, and 269 through 277, inclusive, of his Second  
24 Cause of Action, and paragraphs 353 through 372, inclusive, of his Sixth Cause of Action,  
25 inclusive, and paragraphs 377 through 387 of his Seventh Cause of Action - First Count, above,  
26 and incorporates the same herein by reference as though fully set forth.

27 391. Plaintiff is further informed and believes and thereon alleges that from on or about  
28 on or about February 10, 2014, without plaintiff's consent, defendants, PUSD, and DOES 1

1 through 40, inclusive, and each of them, invaded plaintiff's right to privacy by broadcasting the  
2 statements and matters set forth in the foregoing allegations, including but not limited to ¶¶114,  
3 137, 159 and 358, above.

4 392. Plaintiff is further informed and believes and thereon alleges that the statements  
5 relating to plaintiff's employment, collegial, professional, familial, personal, associational,  
6 emotional, sexual and mental privacy interests and rights, even in the workplace, including  
7 plaintiff's personal life and relationships, improperly invaded plaintiff, VRANESH's, inalienable  
8 privacy interests and rights.

9 393. The facts disclosed about plaintiff particularly relative to plaintiff's employment  
10 were private facts that plaintiff desired to keep private.

11 394. The disclosures by defendants, PUSD and DOES 1 through 40, inclusive, and each  
12 of them, namely PUSD, of the so-called newsworthy statements broadcast of public or other  
13 interest by defendants were offensive and objectionable to plaintiff, VRANESH, and to reasonable  
14 persons of ordinary sensibilities in that the broadcasts purported to reveal extremely private details  
15 about plaintiff's employment, collegial, professional, familial, personal, associational, emotional,  
16 sexual and mental privacy interests and rights, including plaintiff's involvement in personal legal  
17 and other matters.

18 395. The private facts and matters pertaining to plaintiff, VRANESH, disclosed by  
19 defendants, PUSD and DOES 1 through 40, inclusive, and each of them, namely PUSD, were not  
20 of legitimate public concern, nor newsworthy. They disclosed facts did not bear a logical  
21 relationship to the newsworthy subject of the broadcast and were intrusive in great disproportion to  
22 their relevance, in that plaintiff's employment relations were distorted to appeal to the basest  
23 values of the public and to best serve the arbitrary self-serving interests of a few persons affiliated  
24 with, or employed or contracted by, defendant, PUSD.

25 396. The negative publicity created by defendants' inquiries, broadcasts and disclosures  
26 placed plaintiff, VRANESH, in a false light in the public eye, and in particular in the workplace,  
27 and further misrepresented plaintiff's performance, character and moral values, within the  
28 workplace and his personal life, his impartiality and management skills and acumen, attributing to

1 plaintiff, VRANESH, offensive and objectionable conduct, especially for a school principal,  
2 causing plaintiff to be the object of ridicule, contempt, scorn and vile conduct. The false light in  
3 which plaintiff was placed by defendants, and each of them, would be highly offensive to a  
4 reasonable person, and defendants, and each of them, had knowledge of, or acted in reckless  
5 disregard of, the falsity of the publicized fact(s) and the false light in which plaintiff would be  
6 placed, or alternatively, defendants, or any of them, acted negligently in failing to learn whether the  
7 publicized fact(s) placed plaintiff in a false light.

8         397. As a direct and proximate result, plaintiff has suffered loss of job and his reputation  
9 and standing in the Pleasanton community and workplace, all of which caused him lost wages,  
10 compensation, benefits and humiliation, embarrassment, hurt feelings, anguish and mental  
11 suffering, all to his general and special damages in an amount plaintiff will ask leave to specifically  
12 set forth at the time of trial herein.

13         398. As a proximate result of the above disclosures or broadcasts, plaintiff, VRANESH,  
14 was scorned and abandoned by school supporters, including financial sponsors, staff, and parents,  
15 exposed to contempt and ridicule, and suffered loss of reputation and standing in the community,  
16 all of which caused him humiliation, embarrassment, hurt feelings, mental anguish, and suffering,  
17 all to his general damage in an amount according to proof.

18         399. As a further proximate result of the above-mentioned disclosure, plaintiff,  
19 VRANESH, will suffer injury to his professional growth and reputation, all to his special damage  
20 in an amount according to proof.

21         400. In making the disclosures, broadcasts and statements previously described above,  
22 defendants, PUSD and DOES 1 through 40, inclusive, and each of them, namely PUSD, were  
23 guilty of oppression, fraud, or malice, in that defendants made the broadcast statements and  
24 publications and disclosure with the intent to vex, injure, or annoy plaintiff, or willful and  
25 conscious disregard of plaintiff's rights to support an award of punitive damages according to  
26 proof at trial, except as to the public entity, namely defendant, PUSD.

27 ///

28 ///

1 **EIGHTH CAUSE OF ACTION**

2 **[Violation of 42 U.S.C. § 1953, Free Speech, Invasion of Privacy, Due Process & Association]**

3 (Plaintiff asserts a defendants, PUSD and DOES 1 Through 50, Inclusive, in Their Entity or  
4 Individual Capacities)

5 401. Plaintiff repeats and realleges each of the allegations contained in paragraphs 1  
6 through 163, inclusive of the Preliminary Allegations, and paragraphs 165 through 182, 189  
7 through 192, 200 through 206, 211 through 213, and 218 through 227, inclusive, of Counts 1, 2, 3,  
8 4 and 5, respectively, to his First Cause of Action above to his First Cause of Action above,  
9 paragraphs 232 through 255, 255 through 266, and 269 through 277, inclusive, of his Second  
10 Cause of Action, and paragraphs 353 through 372, inclusive, of his Sixth Cause of Action, and  
11 paragraphs 377 through 387 and paragraphs 391 through 396, inclusive, of his Seventh Cause of  
12 Action above, and incorporates the same herein by reference as though fully set forth.

13 402. For exclusive purpose of this cause of action, plaintiff is informed and believes and  
14 thereon alleges that in perpetrating the above-described acts and omissions, defendant, PUSD, was,  
15 at all relevant times herein, a governmental or quasi-governmental entity and defendants, DOES 1  
16 through 50, inclusive, at all relevant times herein, its agents/employees. As a result, defendants'  
17 above-described acts and omissions constitute cognizable state action under color of state law.

18 403. In perpetrating the above-described acts and failures to act, the defendants, and each  
19 of them, restrained plaintiff's free speech on a matter of public concern and discriminated, harassed  
20 and retaliated against plaintiff, VRANESH, because of such speech, in violation of the First  
21 Amendment to the *United States Constitution* and 42 U.S.C., §1983.

22 404. In perpetrating the above-described acts and failures to act, the defendants, and each  
23 of them, invaded plaintiff's right to privacy in violation of the *Fifth Amendment to the United*  
24 *States Constitution* and 42 U.S.C. § 1983.

25 405. In perpetrating the above-described acts and failures to act, defendants, PUSD and  
26 DOES 1 through 50, inclusive, and each of them, failed to provide plaintiff, VRANESH, due  
27 process in connection with the complaint filed against him by unknown persons or entities, the  
28 denial of plaintiff's ongoing requests to continue in carrying out educational programs at the

1 Walnut Grove Elementary site and as a certificated administrator within the District, his removal as  
2 the Walnut Grove Elementary principal, and other deprivations of the interests he has as California  
3 certificated administrator and educator. Defendants' acts and failures to act violated the *Fifth* and  
4 *Fourteenth Amendments* to the *United States Constitution* and *42 U.S.C. § 1983*.

5 406. In perpetrating the above-described acts and failures to act, defendants, and each of  
6 them, defamed plaintiff in conjunction with actual deprivation of the property interest he has in the  
7 terms and conditions of his employment and the liberty interests he has in pursuing his chosen  
8 occupation and profession. The defamatory statements stigmatized plaintiff, VRANESH, and  
9 were disseminated to the public. Despite the fact that statements were false, defendants denied  
10 plaintiff the opportunity to have a name-clearing hearing. These defamatory statements violated *42*  
11 *U.S.C. § 1983*.

12 407. In perpetrating the above-described acts and failures to act, defendants, and each of  
13 them, plaintiff, VRANESH, was prevented from casting his vote in those elections, as guaranteed  
14 by the *California Constitution, Article II*, and the *United States Constitution*, including but not  
15 limited to providing that no voter shall be denied the right to vote for the candidate of his or her  
16 choice in either a primary or a general election for statewide constitutional office, the State  
17 Legislature, or the Congress of the United States.

18 408. At all relevant times herein, there existed within defendant, PUSD, a pattern, policy,  
19 practice, tradition, custom, and usage of discrimination, harassment and retaliation against  
20 employees who engage in speech on a matter of public concern, which resulted in a deliberate  
21 indifference to plaintiff's right to free speech.

22 409. For example, plaintiff is further informed and believes and thereon that on June 23,  
23 2014, defendant, PUSD's, attorney Kim Bogard disclosed that defendant, PUSD, finally hired an  
24 attorney["Van Dermeyden"] to investigate "issues raised by" plaintiff, VRANESH, namely in his  
25 written complaints made to defendant, PUSD, and its Board six (6) to eight (8) months earlier.  
26 The Bogard letter further stated that Van Dermeyden finally submitted her "report to Board  
27 President Hintzke," and defendant, PUSD's Board, issued a "Preliminary Finding" on the Van  
28 Dermeyden "investigation" into plaintiff's earlier serious claims and complaints against defendants,

1 PUSD, AHMADI, CAZARES, and other agents and employees of defendant, PUSD. In her letter,  
2 attorney Bogard further warned plaintiff, VRANESH, that:

3       “The Preliminary Findings and its contents are confidential and must not be shared with  
4       anyone other than [plaintiff, VRANESH]. Failure to maintain confidentiality of the  
5       document and its contents may result in disciplinary action of Mr. Vranesh.”

6 Accordingly, under continuing threat of “discipline,” defendant, PUSD, and other persons  
7 unreasonably interfere with plaintiff’s freedom of speech, including prior restraint of free speech,  
8 expression and association, as well as unjustifiably interfere with plaintiff, VRANESH’s, property  
9 rights and interests, including to continued employment and career, consistent with the  
10 considerable freedom granted certificated administrators and teachers, and protections of  
11 California’s *Education Code* and *Constitution*.

12       410. Plaintiff is further informed and believes and thereon that at all relevant times  
13 herein, there existed within defendant, PUSD, a pattern, policy, practice, tradition, custom, and  
14 usage of invading its employees’ right to privacy, which resulted in the violation of plaintiff’s *Fifth*  
15 *Amendment* rights, interests and privileges.

16       411. Plaintiff is further informed and believes and thereon that at all relevant times  
17 herein, there existed within defendant, PUSD, a pattern, policy, practice, tradition, custom, and  
18 usage of depriving its employees of their due process rights, which resulted in the violation of  
19 plaintiff’s *Fifth* and *Fourteenth Amendment* rights, interests and privileges.

20       412. At all relevant times herein, there existed within defendant, PUSD, a pattern, policy,  
21 practice, tradition, custom and usage of disseminating false, stigmatizing charges against  
22 employees whom it has deprived of their due process rights, and then refusing to provide these  
23 employees a name-clearing hearing.

24       413. As a result of the acts and failures to act as alleged herein, and as a result of the  
25 defendant, PUSD’s, customs, traditions, usages, patterns, practices, and policies, plaintiff,  
26 VRANESH, was deprived of his constitutional rights to free speech, privacy and due process, and  
27 suffered damages caused thereby as more particularly alleged herein.

28       414. As a result of the acts and failures to act as alleged herein, and as a result of the

1 defendant, PUSD's, customs, traditions, usages, patterns, practices, and policies, plaintiff,  
2 VRANESH, was deprived of the opportunity to clear his name and reputation, personally and  
3 professionally, of the false and defamatory statements that defendants publicly disseminated about  
4 him, and he suffered damages caused thereby as more particularly alleged herein.

5 415. As a direct and proximate result of defendants' unlawful conduct, and prolonged  
6 discrimination, harassment and retaliation, plaintiff, VRANESH, has suffered, and will continue to  
7 suffer, severe physical and mental distress, humiliation, embarrassment, anxiety, depression,  
8 sleeplessness, problems with concentration, loss of earnings, loss of other employment benefits,  
9 medical expenses, lack of professional opportunities and advancement, and other general and  
10 special damages in an amount to be proven at trial.

11 416. The conduct of defendants, DOES 1 through 50, inclusive, and each of them, and/or  
12 their agents/employees, as described herein was malicious, fraudulent, and/or oppressive and done  
13 with a wilful and conscious disregard for plaintiff's rights and for the deleterious consequences of  
14 defendants' actions. Defendants, and each of them and/or their agents/employees, supervised,  
15 authorized, condoned and ratified the unlawful conduct of each other. As a result, plaintiff is  
16 further entitled to punitive damages against each of said defendants.

17 417. Unless and until defendants' unlawful policies and practices as alleged herein are  
18 enjoined and restrained by order of this court, defendants will continue to cause great and  
19 irreparable injury to plaintiff, VRANESH, and other persons within the District similarly situated.  
20 Plaintiff has no plain, speedy, or adequate remedy at law, in that it is difficult to measure the  
21 amount of monetary damages that would compensate him for the wrongful acts of defendants and,  
22 in any event, pecuniary compensation alone would not afford him, and other similarly situated  
23 employees, adequate and complete relief. Accordingly, plaintiff requests that this Court issue an  
24 order that:

- 25 A. Defendant, PUSD, henceforth refrain from restrain employee free speech on a  
26 matters of public concern, and further enjoin any discrimination, harassment or  
27 retaliation as a result of employees exercising such speech;
- 28 B. Defendant, PUSD, henceforth be further restrained from depriving its employees of

1 their due process rights, in the violation of plaintiff's *Fifth* and *Fourteenth*  
2 *Amendment* rights, interests and privileges;

3 C. Defendant, PUSD, henceforth be further restrained from depriving its employees or  
4 their rights to free association, privacy, due process and protected speech.

5 **NINTH CAUSE OF ACTION**

6 **[Intentional, or in the Alternative Negligent, Interference with Contractual Relations and**  
7 **Prospective Economic Relations and Advantage]**

8 (Plaintiff assert against defendants, DOES 1 through 50, inclusive)

9 418. Plaintiff repeats and realleges each of the allegations contained in paragraphs 1  
10 through 163, inclusive of the Preliminary Allegations, and paragraphs 165 through 182, 189  
11 through 192, 200 through 206, 211 through 213, and 218 through 227, inclusive, of Counts 1, 2, 3,  
12 4 and 5, respectively, to his First Cause of Action above to his First Cause of Action above,  
13 paragraphs 232 through 255, 255 through 266, and 269 through 277, inclusive, of his Second  
14 Cause of Action, and paragraphs 353 through 372, inclusive, of his Sixth Cause of Action, and  
15 paragraphs 377 through 387 and paragraphs 391 through 396, inclusive, of his Seventh Cause of  
16 Action, and paragraphs 402 through 414 of his Eighth Cause of Action above, and incorporates the  
17 same herein by reference as though fully set forth.

18 419. Plaintiff are informed and believe and therein allege that at all times relevant hereto,  
19 defendants, DOES 1 through 50, inclusive, and each of them, and others whose identities are  
20 presently unknown to plaintiff, knowingly and willfully conspired and agreed among and between  
21 themselves to interfere with, and otherwise disrupt, the contractual and prospective economic  
22 relations between plaintiff and defendant, PUSD, and/or other third persons, to fabricate pretextual  
23 reasons to justify changing the principal at Walnut Grove Elementary, suspend, demote and  
24 terminate plaintiff's employment at defendant, PUSD, pursuant to the Employment Contract, for  
25 self-serving reasons such as to protect their own jobs, positions, authority and power. Pursuant to  
26 the conspiracy, defendants, their agents, servants and employees, acting jointly and severally,  
27 committed, or caused to be committed, against plaintiff, a series of malicious and mischievous  
28 acts, including, but not limited to, intentional disruption of the economic and contractual relations



1 and prospective economic advantage between plaintiff, VRANESH, and defendant, PUSD,  
2 notwithstanding defendants knowledge of the existence of the Employment Contract and  
3 interference with other economic relationships between plaintiff and third parties and the continued  
4 probability of future economic benefits to plaintiff, and knowledge of the existence of such  
5 contractual and prospective economic relationships, and engaging in arbitrary and capricious  
6 conduct, including but not limited to, offering unreasonable and untrue reasons relating to the  
7 effectiveness of plaintiff, VRANESH, as the Walnut Grove Elementary site principal, and to  
8 rupture, break and cause the breach and termination of the Employment Contract between  
9 plaintiff, VRANESH, and his long-time employer, namely defendant, PUSD.

10 420. As a result of defendants' conduct and because of economic consequences caused  
11 by defendants' acts and omissions, in or about October 2013 defendant, PUSD, placed plaintiff,  
12 VRANESH, on administrative leave and fully suspended plaintiff, VRANESH, from his  
13 assignment and duties and privileges as principal at the Walnut Grove Elementary site and further  
14 refused, and continued to refuse, requests by plaintiff, VRANESH, to be reinstated and return to  
15 his assigned employment position as certificated administrator.

16 421. In or about March, 2014, defendant, PUSD, cancelled the Employment Contract.

17 422. Plaintiff is informed and believes and thereon alleges, in the alternative, that by  
18 failing to exercise ordinary care, defendants, and each of them, negligently committed acts that  
19 disrupted the prospective economic relations and contractual relationships of plaintiff, VRANESH,  
20 with defendant, PUSD.

21 423. Plaintiff, VRANESH, had valid and existing contract with defendant, PUSD, which  
22 was either well know, or specifically communicated to, defendants.

23 424. Defendants had knowledge of the existence of the Employment Contract and  
24 economic relations and relationships of plaintiff, VRANESH.

25 425. Plaintiff are informed and believe and thereon allege that defendants, DOES 1  
26 through 50, inclusive, and each of them, intentionally interfered with the Employment Agreement  
27 and economic relations and relationships of between plaintiff, VRANESH, and defendant, PUSD,  
28 at a minimum, by:

1 (a) Misrepresenting to the District and others that plaintiff, VRANESH, did not have  
2 the requisite skills and personal characteristics and character, in particular moral character,  
3 including integrity and honesty, to administer, in particular as a certificated administrator,  
4 especially as a site administrator at the Walnut Grove Elementary site, intending to thereby cause  
5 the rupture and cancellation of the Employment Contract;

6 (b) Spreading, distributing and publishing lies, falsehoods and disparaging comments  
7 and statements about plaintiff, VRANESH;

8 (c) Filing meritless grievances and complaints with defendant, PUSD, about plaintiff;  
9 and

10 (d) Holding plaintiff up to public scorn and enmity to the community.

11 426. On or about February 26, 2014, defendant, PUSD, abruptly and publicly canceled  
12 plaintiff's Employment Contract as a direct and proximate result of defendants' tortious conduct.

13 427. Plaintiff is informed and believes and thereon alleges that defendants conduct and  
14 actions were unprivileged and without justification. Defendant, DOES 1 through 50, inclusive, and  
15 each of them, did not have a contractual or reasonable basis in truth and fact to interfere with the  
16 Employment Agreement and relationships and economic relations between plaintiff, VRANESH,  
17 and PUSD, and defendants were not safeguarding their own, legitimate financial or economic  
18 interests by intentionally and maliciously interfering with the Employment Contract and  
19 relationships and economic relations with the District.

20 428. Plaintiff is informed and believes and thereon alleges that the District's termination  
21 and breach of refusal to perform under the Employment Contract and relationships and economic  
22 relations with plaintiff, VRANESH, was caused by defendants' unlawful, unprivileged and  
23 malicious acts as hereinbefore and hereinafter alleged.

24 429. Plaintiff had reasonable expectations of economic advantage from the Employment  
25 Contract and relationships and economic relations .

26 430. As a direct and proximate result of the tortious conduct by defendants, and each of  
27 them, plaintiff suffered substantial economic damages, including but not limited to back and front  
28 pay and other benefits, in an amount exceeding \$1,000,000.00. Plaintiff will seek leave to amend

1 this complaint to set forth the exact amount thereof, or offer evidence thereon at trial.

2 431. As a further proximate result of defendants' tortious interference with contractual  
3 relations and prospective economic relations between plaintiff, VRANESH, and the District,  
4 and/or other third persons, plaintiff has been injured in his health, strength and activity, sustaining  
5 injury to his respective nervous systems and persons, all of which injuries have caused, nervous  
6 pain and suffering, mental anguish and emotional distress. As a result of such injuries, plaintiff  
7 suffered general damages in an amount according to proof at trial. Plaintiff will seek leave to  
8 amend this complaint to set forth the exact amount thereof, or offer evidence thereon at trial.

9 432. In doing the things hereinbefore alleged, defendants, and each of them, acted  
10 intentionally, wantonly, willfully, maliciously, oppressively, fraudulently, and in conscious  
11 disregard of plaintiff's rights with the intention to deprive plaintiff of his property and legal rights  
12 or otherwise cause plaintiff injury, and such conduct was despicable and subjected plaintiff to cruel  
13 and unjust hardship in conscious disregard of his rights so as to justify an award of exemplary and  
14 punitive damages according to proof at trial.

15 **TENTH CAUSE OF ACTION**

16 **[Conspiracy to Interfere with Contractual Relations and Prospective Economic Relations  
and Advantage]**

17 **(Plaintiff Asserts Against Defendants, DOES 1 through 70)**

18 433. Plaintiff repeats and realleges each of the allegations contained in paragraphs 1  
19 through 163, inclusive of the Preliminary Allegations, and paragraphs 165 through 182, 189  
20 through 192, 200 through 206, 211 through 213, and 218 through 227, inclusive, of Counts 1, 2, 3,  
21 4 and 5, respectively, to his First Cause of Action above to his First Cause of Action above,  
22 paragraphs 232 through 255, 255 through 266, and 269 through 277, inclusive, of his Second  
23 Cause of Action, and paragraphs 353 through 372, inclusive, of his Sixth Cause of Action, and  
24 paragraphs 377 through 387 and paragraphs 391 through 396, inclusive, of his Seventh Cause of  
25 Action, and paragraphs 402 through 414 of his Eighth Cause of Action, and paragraphs 419  
26 through 429, of his Ninth Cause of Action above, and incorporates the same herein by reference as  
27 though fully set forth.

28 434. Plaintiff are informed and believe and thereon allege that at all times relevant

1 hereto, defendants DOES 1 through 70, inclusive, and each of them, and others whose identities  
2 are presently unknown to plaintiff, knowingly and willfully conspired and agreed among and  
3 between themselves to interfere with, and otherwise disrupt, the contractual and prospective  
4 economic relations between plaintiff, VRANESH, and the defendant, PUSD, and/or other third  
5 persons, and/or to fabricate pretextual reasons to justify cancellation and termination of the  
6 Employment Contract by the District. Pursuant to the conspiracy, defendants, their agents,  
7 servants and employees, acting jointly and severally, committed, or caused to be committed,  
8 against plaintiff, a series of malicious and mischievous acts, including but not limited to,  
9 intentional disruption of the economic and contractual relations and prospective economic  
10 advantage between plaintiff, VRANESH, and the District, and/or other third persons,  
11 notwithstanding defendants' knowledge of the existence of the Employment Contract and relations  
12 and interference with other economic relationships between plaintiff and third parties and the  
13 continued probability of future economic benefits to plaintiff, and knowledge of the existence of  
14 such contractual and prospective economic relationships, and engaging in arbitrary and capricious  
15 conduct, including but not limited to:

16 (a) Misrepresenting to the District and others that plaintiff, VRANESH, did not have  
17 the requisite skills and personal characteristics and character, in particular moral character,  
18 including integrity and honesty, to administer, in particular as a certificated administrator,  
19 especially as a site administrator at the Walnut Grove Elementary site, intending to thereby cause  
20 the rupture and cancellation of the Employment Contract;

21 (b) Spreading, distributing and publishing lies, falsehoods and disparaging comments  
22 and statements about plaintiff, VRANESH;

23 (c) Filing meritless grievances and complaints with defendant, PUSD, about plaintiff;  
24 and

25 (d) Holding plaintiff up to public scorn and enmity to the community.

26 435. Pursuant to the conspiracy, defendants DOES 1 through 70, inclusive, and each of  
27 them, and their agents, representatives and servants, contacted the District to advise and urge it,  
28 and its Board, to breach, cancel, refuse to renew or abandon the Employment Contract and

1 relations and prospective economic relations between plaintiff, VRANESH, and the District.

2 436. Defendants, DOES 1 through 70, inclusive, and each of them, in interfering with the  
3 contractual and economic relations of plaintiff knowingly and wilfully conspired and agreed among  
4 and between themselves to so interfere with plaintiff's contractual and economic relations and  
5 employment rights and opportunities to the further detriment of plaintiff and the general public.

6 437. As a direct and proximate result of the tortious conduct by defendants, and each of  
7 them, plaintiff suffered, and will continue to suffer, substantial economic damages, including but  
8 not limited to lost wages and lost career opportunities in an amount exceeding \$1,000,000.00.  
9 Plaintiff will seek leave to amend this complaint to set forth the exact amount thereof, or offer  
10 evidence thereon at trial.

11 438. As a further proximate result of defendants' tortious interference with contractual  
12 relations and prospective economic relations between plaintiff, VRANESH, and PUSD, and/or  
13 other third persons, plaintiff, VRANESH, has been injured in his health, strength and activity,  
14 sustaining injury to their respective nervous systems and persons, all of which injuries have caused,  
15 nervous pain and suffering, mental anguish and emotional distress. As a result of such injuries  
16 plaintiff suffered general damages in an amount according to proof at trial. Plaintiff will seek leave  
17 to amend this complaint to set forth the exact amount thereof, or offer evidence thereon at trial.

18 439. In doing the things hereinbefore alleged, defendants, and each of them, acted  
19 intentionally, wantonly, willfully, maliciously, oppressively, fraudulently, and in conscious  
20 disregard of plaintiff's rights with the intention to deprive plaintiff of their property and legal rights  
21 or otherwise cause plaintiff's injuries, and such conduct was despicable and subjected plaintiff to  
22 cruel and unjust hardship in conscious disregard of their rights so as to justify an award of  
23 exemplary and punitive damages according to proof at trial.

24 **ELEVENTH CAUSE OF ACTION**

25 **[Intentional And, in the Alternative, Negligent Infliction of Emotional Distress]**

26 (Plaintiff Asserts Against Defendants, PUSD, AHMADI, CAZARES, and DOES 1 through 80,  
27 inclusive)

28 440. Plaintiff repeats and realleges each of the allegations contained in paragraphs 1

1 through 163, inclusive of the Preliminary Allegations, and paragraphs 165 through 182, 189  
2 through 192, 200 through 206, 211 through 213, and 218 through 227, inclusive, of Counts 1, 2, 3,  
3 4 and 5, respectively, to his First Cause of Action above to his First Cause of Action above,  
4 paragraphs 232 through 255, 255 through 266, and 269 through 277, inclusive, of his Second  
5 Cause of Action, and paragraphs 353 through 372, inclusive, of his Sixth Cause of Action, and  
6 paragraphs 377 through 387 and paragraphs 391 through 396, inclusive, of his Seventh Cause of  
7 Action, and paragraphs 402 through 414 of his Eighth Cause of Action, and paragraphs 419  
8 through 429 and 434 through 436, inclusive of his Ninth and Tenth Causes of Action, and  
9 incorporates the same herein by reference as though fully set forth.

10 441. In or about 2000, plaintiff accepted employment with defendant, PUSD. Plaintiff  
11 was assured job security and that he would not be discriminated against, harassed or retaliated  
12 against and thereafter remained in his employment in reliance on those and other assurances.

13 442. Defendants, PUSD, AHMADI, CAZARES, and DOES 1 through 80, inclusive,  
14 were in positions of power over plaintiff, with the potential to abuse that power. Plaintiff was in a  
15 vulnerable position because of his relative lack of power, because of his reliance on defendants'  
16 assurances and forbearance of the possibility of becoming employed elsewhere, because he had  
17 placed his trust in defendants, because he depended on his employment for his self esteem and  
18 sense of belonging, because he relied upon his employment as a source of income for his support,  
19 because a wrongful termination of plaintiff's employment would likely harm plaintiff's ability to  
20 find other employment, and because of the great disparity in bargaining power between plaintiff  
21 and his employer. Defendants were aware of plaintiff's vulnerability and the reasons for it.

22 443. The alleged actions, omissions and conduct by defendants was intended to cause  
23 plaintiff emotional distress or was done with reckless disregard of the probability of causing  
24 plaintiff emotional distress.

25 444. Plaintiff suffered severe emotional distress as a direct and proximate result of  
26 defendants' outrageous conduct. Plaintiff suffered severe mental distress, suffering and anguish as  
27 a legal result of defendants' outrageous conduct, reacting to his discharge with humiliation,  
28 embarrassment, anger, disappointment and worry, all of which is substantial and enduring.

1 445. In doing those things hereinabove alleged, defendants, PUSD, AHMADI,  
2 CAZARES, and DOES 1 through 80, and each of them, acted willfully, wantonly, intentionally,  
3 and maliciously and for the purpose of causing plaintiff to suffer further humiliation, mental  
4 anguish and emotional and physical distress. In the alternative, plaintiff alleges that said  
5 defendants so acted negligently.

6 446. As a direct and proximate result of the conduct of defendants, and each of them,  
7 plaintiff has suffered humiliation, mental anguish and severe and/or extreme emotional and  
8 physical distress in an amount he is unable to ascertain with certainty at the present time but which  
9 plaintiff believes to be in excess of \$500,000. Plaintiff will seek leave to amend this complaint to  
10 set forth the exact amount thereof once the same is ascertained or according to proof at trial.

11 **TWELFTH CAUSE OF THE ACTION**

12 **[Negligent Supervision]**

13 (Plaintiff Asserts Against Defendants, PUSD, and DOES 1 through 100, inclusive)

14 447. Plaintiff repeats and realleges each of the allegations contained in paragraphs 1  
15 through 163, inclusive of the Preliminary Allegations, and paragraphs 165 through 182, 189  
16 through 192, 200 through 206, 232 through 255, 255 through 266, and 269 through 277, inclusive,  
17 above, and incorporates the same herein by reference as though fully set forth.

18 448. Plaintiff is further informed and believes and thereon alleges that WGE teaching  
19 staff exploded with anger to confront plaintiff, VRANESH, when he was assigned as principal at  
20 the school site, remarking that although they understood that there were fewer custodians in the  
21 District who had less time to do their work in view of the District's budgetary or other  
22 considerations, the teachers objected to their "routinely being asked or demanded by the District to  
23 pick up the slack for everyone else."

24 449. Plaintiff is informed and believes and thereon alleges that defendant, PUSD's,  
25 actions, or inactions, including negligent disregard for the impact that its actions were continuing  
26 to have on the educational environment with the District, and in particular the increasingly hostile,  
27 poisonous personnel and workplace issues at its Walnut Grove Elementary site, continued to fuel  
28 increasing workplace frictions and hostility, including between the APT and Classified Union

1 employees, and more so with the District's certified administrators, especially site principals such  
2 as plaintiff, VRANESH.

3 450. At all relevant times, defendants, PUSD, and DOES 1 through 100, inclusive and  
4 each of them, and/or their agents/employees, and its Board, knew or reasonably should have known  
5 that unless they intervened to protect plaintiff, and adequately supervised, prohibited, penalized,  
6 regulated, disciplined, and/or otherwise controlled the conduct of the remaining defendants, DOES  
7 1 through 100, inclusive and each of them, and/or their agents/employees, the remaining  
8 defendants, and/or their agents/employees would perceive the conduct and omissions as being  
9 ratified and condoned.

10 451. At all relevant times, the negligent failure of defendants, and each of them, to  
11 protect plaintiff and to supervise, prohibit, penalize, regulate, discipline, and/or otherwise control  
12 adequately the conduct of the remaining defendants and/or their agents/employees would perceive  
13 the said conduct as being ratified and condoned.

14 452. At all relevant times, defendants, and each of them, and their agents/employees had  
15 the power, ability, authority, and duty to stop their employees and agents from engaging in the  
16 conduct described herein and to intervene to prevent or prohibit the same, but they refused to do  
17 so.

18 453. Despite the knowledge, power, and duty, defendants and DOES 1 through 100,  
19 inclusive and each of them, and each of them, and/or their agents/employees, negligently failed to  
20 act so as to stop defendant, PUSD's, agents and employees, including but not limited to its  
21 Superintendent, Deputy and Assistant Superintendents, attorneys, investigators, employees, agents  
22 and representatives, from engaging in the conduct described herein and to prevent or prohibit such  
23 conduct or to otherwise protect plaintiff, VRANESH. To the extent that said negligent conduct  
24 was perpetrated by certain defendants, the remaining defendants confirmed and ratified the same  
25 with the knowledge that plaintiff's emotional and physical distress was thereby increased, and with  
26 wanton and reckless disregard for the deleterious consequences to plaintiff.

27 454. As a direct and proximate result of defendants' unlawful conduct, and prolonged  
28 harassment, discrimination, and retaliation, and other actions as alleged herein, plaintiff has



1 suffered and will continue to suffer physical injuries, including but not limited to, stomach pains,  
2 neck and back pain, and headaches. He has also sustained prolonged pain and suffering, anxiety,  
3 embarrassment, humiliation, loss of self-esteem, depression, and extreme and severe mental  
4 anguish and emotional distress; and plaintiff has suffered and continues to suffer a loss of earnings  
5 and other employment benefits. Plaintiff is thereby entitled to general and compensatory damages  
6 in amounts to be proven at trial.

7  
8 **THIRTEENTH CAUSE OF THE ACTION**

9 **[Violation of Due Process - *California Constitution Art. 1, §7*; Request for Writ of Mandate -**  
10 ***California Code of Civil Procedure, §1085*]**

11 (Plaintiff Asserts Against Defendants, PUSD)

12 455. Plaintiff repeats and realleges each of the allegations contained in paragraphs 1  
13 through 163, inclusive of the Preliminary Allegations, and paragraphs 165 through 182, 189  
14 through 192, 200 through 206, 211 through 213, and 218 through 227, inclusive, of Counts 1, 2, 3,  
15 4 and 5, respectively, to his First Cause of Action above to his First Cause of Action above,  
16 paragraphs 232 through 255, 255 through 266, and 269 through 277, inclusive, of his Second  
17 Cause of Action, and paragraphs 353 through 372, inclusive, of his Sixth Cause of Action, and  
18 paragraphs 377 through 387 and paragraphs 391 through 396, inclusive, of his Seventh Cause of  
19 Action, and paragraphs 402 through 414 above, and incorporates the same herein by reference as  
20 though fully set forth.

21 456. Plaintiff is informed and believes and thereon alleges that the *Education Code*,  
22 §44932, provide that any revocation of plaintiff, VRANESH's, privileges, duties, authority and  
23 position as a certificated administrator could be suspended or terminated following a due process  
24 procedure and protections, including hearing and notification of any claims or grounds for  
25 suspension or termination made against him, to afford him reasonable protection of his property  
26 and contractual rights.

27 457. Plaintiff is informed and believes and thereon alleges that defendant, either directly  
28 or through its employees, principals and/or agents, was responsible, in whole or in part, for  
making the decision whether to revoke plaintiff's certificated administrator's privileges, and not to

1 provide him with notice of his right to a hearing and with notice of the deadline for requesting such  
2 a hearing.

3 458. Plaintiff is informed and believes and thereon alleges that defendant, PUSD, failed,  
4 either directly or through its employees and/or agents, to give plaintiff, VRANESH, notice that he  
5 was entitled to a hearing on the termination of his certificated administrator's privileges and to give  
6 notice to him of the deadline for requesting such a hearing.

7 459. As a result of defendants' failure to afford plaintiff, VRANESH, any reasonable  
8 opportunity to contest the termination of his employment and assignment as the Walnut Grove  
9 Elementary site administrator and the other benefits and opportunities associated with his  
10 employment, plaintiff, VRANESH, has been deprived of his livelihood without due process of law.

11 460. As a result of defendant's failure to afford plaintiff, VRANESH, a reasonable  
12 opportunity to contest his termination, plaintiff, VRANESH, has been deprived of his certificated  
13 administrator's privileges, in which he has a property interest, without due process of law.

14 461. As a result of defendant's failure to provide plaintiff, VRANESH, with the  
15 opportunity to confront what defendant now claims are the "true reasons" for his termination, but  
16 instead weaving a storied, convoluted rendition of false information and statements so  
17 transparently false that other District employees called for investigation and apologies for lies and  
18 falsehoods contained of the personnel records published and broadcast by defendant, PUSD, on the  
19 Internet and in print media. As a result, plaintiff, VRANESH, has suffered substantial harm to his  
20 professional reputation which proximately has impacted, and continues to impact, plaintiff,  
21 VRANESH's, ability to obtain alternate comparable employment in or near the County of  
22 Alameda.

23 463. Plaintiff is informed and believes and thereon alleges that defendant has told, and  
24 will continue to tell potential future employers of plaintiff, VRANESH, that he was terminated  
25 because of performance problems, and that such charges are stigmatizing and have damaged  
26 plaintiff, VRANESH's reputation and standing in the community and in his profession.

27 464. Because defendants' actions proximately caused harm to plaintiff, VRANESH's,  
28 reputation, defendants deprived plaintiff, VRANESH, of an inalienable personal liberty right and

1 interest in his reputation without due process of law, in an amount to be determined and proved by  
2 evidence at trial.

3 **FOURTEENTH CAUSE OF THE ACTION**

4 **[Waste of Public Funds/Writ of Mandate - *Code of Civil Procedure, §526a*]**

5 (Plaintiff Asserts Against Defendants, PUSD, AHMADI, CAZARES, and DOES 1 through 100,  
6 inclusive)

7 465. Plaintiff repeats and realleges each of the allegations contained in paragraphs 1  
8 through 163, inclusive of the Preliminary Allegations, and paragraphs 165 through 182, 189  
9 through 192, 200 through 206, 211 through 213, and 218 through 227, inclusive, of Counts 1, 2, 3,  
10 4 and 5, respectively, to his First Cause of Action above to his First Cause of Action above, and  
11 paragraphs 287 through 294 of the Third Cause of Action, and paragraphs 297 through 302,  
12 inclusive above, and incorporates the same herein by reference as though fully set forth.

13 466. Plaintiff is a citizen resident in defendant, PUSD's, school District, and  
14 consequently, during the past three (3) years, and to the present, he was and is assessed for and is  
15 liable to pay a taxes and other fees or charges in and for the direct benefit of defendant.

16 467. Plaintiff, VRANESH, brings this cause of action as a taxpayer pursuant to *Code of*  
17 *Civil Procedure, §526a*.

18 468. Defendants, AHMADI, CAZARES, are the executive officers acting on behalf of  
19 defendant, PUSD, and its Board, and defendant, PUSD, including its Board, are made a defendant  
20 for the reason that it should be the plaintiff prosecuting this claim for waste, instead of plaintiff,  
21 VRANESH.

22 469. Plaintiff is informed and believes and thereon alleges that defendants, PUSD, and  
23 some or all its Board Members, and AHMADI, CAZARES, and DOES 1 through 100, inclusive,  
24 wasted taxpayer funds by remitting approximately \$490,000 in settlement amounts, directly or  
25 indirectly, to the two (2) aforementioned and identified PUSD employees.

26 470 Plaintiff is further informed and believes and thereon alleges that defendants,  
27 PUSD, and some or all of its Board Members, AHMADI, CAZARES, and DOES 1 through 100,  
28 inclusive, further wasted taxpayer funds and revenues by remitting approximately \$14,429.43 to

1 The Davidsen Group, at the variable rates of \$50-\$115 per hour to duplicate earlier in-house  
2 interviews by Assisting Superintendent Faraghan, and in truth and fact, The Davidsen Group was  
3 not fully or even reasonably qualified, nor knowledgeable in conducting a purported  
4 “investigation,” pursuant to invoices submitted directly to, and approved by, defendant,  
5 CAZARES.

6 471. Plaintiff is further informed and believes and thereon alleges that defendant, PUSD,  
7 and some or all of its Board Members, AHMADI, CAZARES, and DOES 1 through 100, inclusive,  
8 further wasted taxpayer revenues and funds by remitting an unknown amount to the law offices of  
9 Sue And Van Dermeyden which were fully unnecessary and ineffective. For instance, the  
10 purported investigator’s conduct and actions failed to reasonably comport with prescribed  
11 workplace investigation standards, and were merely undertaken as a prophylactic and public  
12 relations gimmick, and she did not fully or effectively investigated the claims and complaints made  
13 to defendant, PUSD. She failed to minimally even interview complaining persons.

14 472. Plaintiff is further informed and believes and thereon alleges that defendant, PUSD,  
15 and some or all of its Board Members, AHMADI, CAZARES, and DOES 1 through 100, inclusive,  
16 further wasted taxpayer revenues and funds by unnecessarily making the more than \$316,000 in  
17 payments to the law offices of Kingsley Bogard, LLP, over a five (5) month pursuant to invoices  
18 submitted directly to, and approved by, defendant, CAZARES, as follows:

- 19 • October 2013 - \$59,829.99;
- 20 • November 2013 - \$56,085.08;
- 21 • December 2013- \$66,256.50;
- 22 • January 2014- \$68,077.02; and
- 23 • February 2014 - \$65,080.51.

24 473. Plaintiff is informed and believes that, to date, from October 2013, to the present,  
25 defendants, PUSD, AHMADI, CAZARES, and DOES 1 through 100, inclusive, paid more than  
26 \$1,000,000 to cover up their utter and total mismanagement of matters pertaining to the their own  
27 wrong doing and hostile environment caused by them at the Walnut Grove Elementary site.  
28 Moreover, purported investigation are yet to be completed relative to defendant, PUSD’s, abysmal

1 mishandling and mismanagement of the Walnut Grove Elementary site.

2       474. For instance, since approximately August 2014, purportedly exercising its  
3 “prerogative,” defendants continue to pay plaintiff, VRANESH, approximately \$95,000 per year as  
4 a certificated teacher not to even work or otherwise render services of value to the District.

5       475. Plaintiff is informed and believes that unless the misuse and continued waste of  
6 public revenues and taxes relating to the unraveling of mismanagement and dysfunction at the  
7 Walnut Grove Elementary site is stopped, a further sum in excess of \$1,000,000 will be expended  
8 on account of it.

9       476. Plaintiff is informed and believes and thereon alleges that the investigations and  
10 conduct by defendant, PUSD, to hide or cover up its glaring mismanagement of the Walnut Grove  
11 Elementary site was conducted in an unlawful and incompetent manner. For instance, the  
12 investigation and handling of the Walnut Grove Elementary debacle has been carried out, in  
13 significant pary, by attorney Kim Bogard, who contributed substantial funds to the public election  
14 of PUSD standing Board member, Mr. Bowser.

15       477. The defendants have wasted the funds of defendant, PUSD, and threaten to and will  
16 continue to waste such funds by continuing on their paths of conducting meaningless and  
17 incompetent purported “investigations” relative to Walnut Grove Elementary; attorneys’ fees and  
18 legal costs; payment of meritless claims; failing to take aggressive management decisions to hold  
19 so-called “cabinet level” persons, such as AHMADI, CAZARES and Faraghan accountable  
20 publicly for their causing such financial waste; loss of certificated administrators; personnel turn-  
21 over; workers compensation and other claims; increased insurance premium - all leading to further  
22 substantial, unsustainable waste of public funds.

23       478. Plaintiff requests that the foregoing waste be enjoined, and defendants, and their  
24 agents, servants, Board members, and employees, and all persons acting under, or in concert with,  
25 or for them, from expending further funds relative to mismanagement and dysfunction at Walnut  
26 Grove Elementary without further order of the above-entitled Court.

27       479. Plaintiff requests reimbursement of his attorneys’ fees and costs incurred relative to  
28 preventing further waste of funds by defendants pursuant to *Code of Civil Procedure, §1021.5*, etc.

1 WHEREFORE, plaintiff, VRANESH, prays for judgment against defendants, and each of  
2 them, as follows:

- 3 1. Economic and non-economic damages according to proof;
- 4 2. For reinstatement to his position with back pay;
- 5 3. For punitive damages against the individual defendants according to proof, as  
6 appropriate, and not as against the named public entity, PUSD;
- 7 4. Attorneys' fees, as appropriate;
- 8 5. For a judicial determination and declaration that:
  - 9 A. Defendant, PUSD, failed to reasonably comply with his requests to inspect his  
10 personnel file(s) and personal information pursuant to, and as defined by, *Education Code*,  
11 *§44031* and *Labor Code, §1198.5*;
  - 12 B. Plaintiff, VRANESH's, employment records, including but not limited to his  
13 personnel records, are confidential;
  - 14 C. Plaintiff, VRANESH, holds an inalienable right of privacy in and to his personnel  
15 and employment records;
  - 16 D. Defendant, PUSD, entered information of a derogatory nature into plaintiff's  
17 personnel records without affording its employee, namely plaintiff, VRANESH, the  
18 opportunity to review and comment on that information;
  - 19 E. Defendant, PUSD, forthwith permit plaintiff, VRANESH, to inspect, or  
20 alternatively, produce and turn over to plaintiff, any and all records purportedly supporting  
21 plaintiff presently being placed on administrative leave and any other aspects of his  
22 employment within the District, especially justifying or otherwise supporting a statement  
23 that plaintiff engaged in 'additional acts of misconduct,' in particular "engaged in as the  
24 principal of Walnut Grove;"
  - 25 F. Defendant, PUSD, immediately be precluded from taking any further or continuing  
26 adverse personnel actions against plaintiff, VRANESH, including administrative leave,  
27 suspension or termination, unless and until plaintiff, VRANESH, is afforded thirty (30)  
28 days to inspect and thoroughly review any and all records purportedly supporting any

1 further adverse personnel action against plaintiff;

2 G. Defendant, PUSD, improperly published and broadcasted portions of plaintiff,  
3 VRANESH's, personnel files on its Internet website in violation of plaintiff, VRANESH's  
4 inalienable rights;

5 H. Defendant, PUSD, improperly published and broadcasted portions of plaintiff,  
6 VRANESH's, personnel files on its Internet website containing incorrect, false or otherwise  
7 misleading information;

8 I. The portions of plaintiff, VRANESH's, personnel files published and broadcasted  
9 by defendant, PUSD, on its Internet website and the worldwide Internet disparaged and  
10 reasonable could be expected to injury plaintiff's reputation;

11 J. Defendant, PUSD, posted on the Internet false findings and accusations against  
12 plaintiff, VRANESH; and

13 K. Plaintiff, VRANESH, was, and is, not a public figure, rather merely an employee,  
14 previously principal at the Walnut Grove Elementary site, and as a matter of law, a school  
15 "principal" is not a public figure;

16 L. Defendant, PUSD, made false findings or other incorrect and accusations against  
17 plaintiff, VRANESH, some of which were and are posted on the internet; and

18 M. Plaintiff is entitled to have the opportunity to correct any and all false findings or  
19 other incorrect and accusations against plaintiff, VRANESH, published and posted on the  
20 Internet by defendant, PUSD, corrected and/or deleted, as necessary and appropriate.

21 N. Plaintiff was, and is, entitled to indemnity and defense as against alleged  
22 governmental investigations that related to plaintiff carrying out his duties in accordance  
23 with direction and policy of defendant, PUSD.

24 O. Plaintiff, VRANESH, has been suspended by defendant, PUSD, from plaintiff's  
25 \$95,000 per year assigned certificated teaching position as "SDC" (Special Day Class) at  
26 "FTE:1" (Full Time Employee 1) at its Village High School site;

27 P. Defendant, PUSD, suspended plaintiff, VRANESH, as a certificated teacher in  
28 violation of *Education Code, §§44932, et seq., 44427 and/or 44031*, and otherwise;

1 Q. There was and is no basis for plaintiff, VRANESH, to continue to be suspended by  
2 defendant, PUSD, as a certificated teacher;

3 R. Defendant, PUSD, cannot suspend, terminate, or place plaintiff, VRANESH, on  
4 administrative leave, or take any adverse personnel action against plaintiff while presently  
5 employed under the CBA for actions purportedly arising from “additional acts of  
6 misconduct that [plaintiff, VRANESH] ... engaged in as the principal of Walnut Grove;”

7 S. Administrative leave, under the circumstances of this case, constitutes an adverse  
8 personnel action;

9 T. There were, and are, no viable, legal grounds for dismissal or suspension of  
10 plaintiff, VRANESH, by defendant, PUSD, pursuant to *Education Code, §§44932(a)*, or  
11 otherwise; and

12 U. Plaintiff, VRANESH, is entitled to an immediate pre-suspension and pretermination  
13 hearing under *Education Code, §§44934 et seq .*, and otherwise, at which time he will be  
14 permitted to confront, face-to-face, adverse witnesses and complainants, following the  
15 presentation to him of specific charges;

16 V. Defendant, PUSD, disparaged and defamed plaintiff, in breach of the Employment  
17 Contract; and

18 W. Defendant disclosed to the public matters of a private, personnel nature relating to  
19 plaintiff, VRANESH, in further breach of the Employment Contract.

20 6. A temporary restraining order and a preliminary injunction be issued enjoining  
21 defendant, PUSD, and all persons acting under, in concert with, or for said defendant, from:

22 A. Expending further funds relative to mismanagement and dysfunction at Walnut  
23 Grove Elementary without further order of the above-entitled Court;

24 B. Directly or indirectly placing, or continuing to place, plaintiff, VRANESH, on  
25 administrative leave, suspension or termination as a certificated teacher, in particular by  
26 reason of any conduct while he was previously assigned and employed as a certificated  
27 administrator;

28 C. Defendant, PUSD, immediately remove plaintiff, VRANESH, from the status of



1 “administrative leave,” or suspension, or show good cause to this Court evidencing his  
2 unfitness to carry out his assignment as a certificated teacher in the District, including those  
3 grounds specifically set forth in *Education Code, §44932(a)*;

4 D. Disparaging and defaming; and

5 E. Disclosing to the public matters of a private, personnel nature relating to plaintiff,  
6 VRANESH.

7 F. Defendant, PUSD, henceforth refrain from restrain employee free speech on matters  
8 of public concern, and further enjoin any discrimination, harassment or retaliation as a  
9 result of employees exercising such speech;

10 G. Defendant, PUSD, henceforth be further restrained from depriving its employees of  
11 their due process rights, in the violation of plaintiff's *Fifth and Fourteenth Amendment*  
12 rights, interests and privileges;

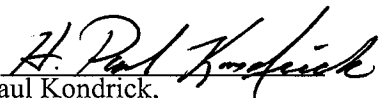
13 H. Defendant, PUSD, henceforth be further restrained from depriving its employees or  
14 their rights to free association, privacy, due process and protected speech; and

15 I. Defendant, PUSD, immediately be precluded from taking any further or continuing  
16 adverse personnel actions against plaintiff, VRANESH, including administrative leave,  
17 suspension or termination, unless and until plaintiff, VRANESH, is afforded thirty (30)  
18 days to inspect and thoroughly review any and all records purportedly supporting any  
19 further adverse personnel action against plaintiff;

20 7. For costs of suit herein incurred; and

21 8. For such further relief as the Court deems proper in the premises.

22 H. Paul Kondrick,  
23 A Professional Corporation:

24 By:   
25 H. Paul Kondrick,  
26 Attorney for Plaintiff, JON VRANESH

24 Dated: October 15, 2014