

1 ROB HENNIG (STATE BAR NO. 174646)
2 JANET HONG (STATE BAR NO. 243607)
3 HENNIG RUIZ
4 1925 CENTURY PARK EAST, SUITE 1960
5 LOS ANGELES, CA 90067
6 PHONE: (310) 843-0020
7 FAX: (310) 843-9150

8 Attorneys for Plaintiff SCOT GRAHAM

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Superior Court Of California
County Of Los Angeles

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Sherri R. Carter, Executive Officer/Clerk
By: Judi Lara, Deputy

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF LOS ANGELES, UNLIMITED JURISDICTION

11 SCOT GRAHAM, an individual,
12 Plaintiff,

13 vs.

14 LOS ANGELES UNIFIED SCHOOL
15 DISTRICT, a public entity; RAMON
16 CORTINES, an individual; and DOES 1
17 through 40, inclusive,
18 Defendants.

CASE NO. BC 5 7 3 5 3 8

COMPLAINT FOR:

1. FEHA – SEXUAL HARASSMENT;
2. FEHA – RETALIATION;
3. FEHA – DISCRIMINATION;
4. FEHA – FAILURE TO TAKE ALL STEPS NECESSARY TO STOP HARASSMENT AND RETALIATION; AND

DEMAND FOR JURY TRIAL

19
20 GENERAL ALLEGATIONS

21 Introduction

22 1. Plaintiff SCOT GRAHAM (hereinafter “Plaintiff” or “Graham”) files this
23 Complaint for Damages and injunctive relief related to Plaintiff’s employment with Defendants
24 LOS ANGELES UNIFIED SCHOOL DISTRICT (hereinafter “Defendant” or “LAUSD”) and
25 DOES 1 THROUGH 40, inclusive (collectively “Defendants”). Plaintiff Graham brings causes of
26 action under the Fair Employment and Housing Act (hereinafter “FEHA”) for sexual harassment,
27 retaliation, discrimination, and the failure to take all steps necessary to stop harassment and
28 retaliation from occurring.

1 **Parties and Jurisdiction**

2 2. Plaintiff SCOT GRAHAM, an individual, is a resident of the State of California,
3 County of Los Angeles.

4 3. Plaintiff is informed and believes, and thereon alleges that at all times material to
5 this complaint, Defendant LOS ANGELES UNIFIED SCHOOL DISTRICT was and is a school
6 district organized and existing under the laws of the State of California, County of Los Angeles.

7 3. At all relevant times alleged herein Plaintiff was employed by Defendant LAUSD
8 in the real estate department.

9 4. Defendants sued herein as Does 1 through 40 are sued under said fictitious names
10 pursuant to Cal. Code of Civ. Proc. § 474. Plaintiff is informed and believes, and thereon alleges,
11 that each defendant sued under such fictitious names is in some manner responsible for the
12 wrongs and damages as alleged herein, and in so acting was functioning as the agent, servant,
13 manager, supervisor, employee, subsidiary, and/or joint venturer of Defendant LAUSD and acted
14 at the direction of or with the permission and consent of the Defendant LAUSD.

15 5. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts
16 and omissions alleged herein were performed by, and/or attributable to, all Defendants, each
17 acting as agents and/or employees, and/or under the direction and control of each of the other
18 Defendants, and that said acts and failures to act were within the course and scope of said agency,
19 employment and/or direction and control. Plaintiff is informed and believes, and thereon alleges,
20 that at all times material hereto Defendants were and are the agents of each other.

21 6. As a direct and proximate result of the unlawful acts of Defendants, Plaintiff has
22 suffered and continues to suffer from loss of earnings and other damages in amounts not yet
23 ascertained, but subject to proof at trial.

24 7. Plaintiff is informed and believes, and thereon alleges, that Defendants, and each
25 of them, engaged in malice, fraud, and/or oppression in their actions against Plaintiff.

26 8. This Court is the proper court and this action is properly filed in the County of Los
27 Angeles and in this judicial district because (a) Defendants LAUSD and DOES 1 through 40
28 maintain offices and transact business in Los Angeles County, (b) contracts of employment

1 between Plaintiff and Defendant LAUSD were made in Los Angeles County, (c) work relevant to
2 this action was performed wholly or primarily in Los Angeles County, and (d) material
3 transactions between Plaintiff and Defendants took place within Los Angeles County.
4

5 FACTS

6 9. Plaintiff starting working for LAUSD in March of 2000, after being recruited
7 through the direct efforts and at the personal request of Ramon Cortines, the LAUSD
8 superintendent at that time. Cortines suggested that working for the LAUSD would give Graham
9 a "sense of purpose."

10 10. It was only later that Cortines' intentions – masked under the guise of providing
11 Mr. Graham a more meaningful career opportunity – were revealed. Cortines did not require Mr.
12 Graham to submit to any of the prerequisites of securing employment at the LAUSD, and violated
13 a myriad of LAUSD policies to hire him. Plaintiff was never interviewed for the Director of Real
14 Estate position he assumed at the outset of his employment. Cortines' abuse of authority in hiring
15 Mr. Graham demonstrates Cortines' intent to hire Graham based upon his own sexual interests.

16 11. Just days after Mr. Graham was hired, Cortines invited him to dine at the Water
17 Grill Restaurant in Downtown Los Angeles, for what Graham was led to believe was purely
18 professional and work related activity. Plaintiff accepted Cortines' invitation to drive them to the
19 restaurant. Cortines paid for dinner and the two men returned to LAUSD headquarters. Upon
20 their return, Cortines attempted to grab Scot's penis and proposed that the two men go to the
21 Superintendent's office to have sex. When Graham refused, Cortines stated that "it was the least
22 he could do" in exchange for the job that Cortines recruited him for. Graham again rebuffed
23 Cortines' offer, but Cortines insisted that the two men would go undetected if they entered the
24 building at 450 N. Grand Avenue, and that it was "harmless" for them to have a "little fun."

25 12. Cortines' advance shocked and disturbed Graham, who feared that declining
26 Cortines' request for sex would lead to unwarranted retaliatory consequences. After multiple
27 attempts to make contact with Plaintiff's body, including his penis, Cortines finally relented, and
28 the two men parted ways.

1 13. It was widely known, and Graham understood, that Cortines could singlehandedly
2 terminate any employee in the district. Cortines' sexual advance left Graham fearful that his
3 refusal to acquiesce would leave him susceptible to adverse employment consequences.

4 14. From that moment forward, Graham would enter the workplace in ongoing fear of
5 Cortines. Graham feared that Cortines would use his power to terminate Graham for refusing
6 Cortines' sexual advances.

7 15. On or about June 7, 2000, Cortines left his position as superintendent. The period
8 of Cortines' absence gave Graham time to process Cortines' sexual misconduct sexual assault and
9 to contemplate that Graham had had sacrificed a higher-paying job not for the greater public good,
10 but to be objectified by Cortines.

11 16. Cortines returned as Superintendent a second time in 2009. This return brought a
12 halt to Graham's period of a safe and normal working environment at LAUSD. Graham was
13 hopeful that Cortines' return would not be a bad thing for him.

14 17. Graham was aware that Cortines had targeted other LAUSD employees for
15 refusing to submit to his sexual advances, and that Cortines had a reputation for being persistent
16 and abusive of his authority.

17 18. In July of 2010, Cortines personally invited Graham and his husband to his ranch
18 in the Sierra Mountains (the "Ranch") for the weekend of July 24, 2010. When Graham told
19 Cortines that his husband would not be able to join them, Cortines insisted that Graham come by
20 himself.

21 19. On or about July 23, 2010, the day before the invitation to Cortines' ranch,
22 Cortines had called for mandatory yet unassigned furlough days. Cortines' invitation also
23 coincided with district wide lay-offs, and this created an air of unease and job insecurity for
24 Graham, who was acutely aware that Cortines could eliminate his position at any time. As the
25 primary breadwinner in his household, Graham could not afford to risk losing his job. Hoping
26 that Cortines' invitation was strictly platonic, based upon the initial invitation to Graham and his
27 husband, Graham reluctantly accepted.

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1 20. Cortines told Graham to leave his car at Cortines' primary residence, and insisted
2 that he and Graham drive to the Ranch together. When the two men arrived at the Ranch,
3 Cortines told Plaintiff that Plaintiff was "in charge" of cooking dinner. Graham prepared dinner,
4 and, after dinner, Cortines proposed that they go for a walk. During the walk, Cortines made
5 several inappropriate verbal and physical sexual advances towards Graham, attempting to grab
6 and grope him. Cortines attempted to grab Graham's hand and make contact with Graham's
7 body, including his torso, groin area and penis. Graham rebuffed Cortines' advances. At various
8 times during the course of the walk, Cortines agreed to cease his attempts to touch Graham, only
9 to try again several times throughout the walk.

10 21. Before retiring for the evening, Cortines tried to kiss Graham on the mouth by
11 force. When Graham refused to be kissed, Cortines stated that he would "visit" Graham's
12 bedroom later that evening.

13 22. Upon entering his separate bedroom to sleep, Graham noticed that the door to his
14 bedroom could not be locked. Graham attempted to call his husband, but noticed that his mobile
15 phone was not getting reception and that the only land-line was in the communal area of the
16 Ranch, where Cortines would be.

17 23. During the course of that evening at the Ranch, Graham was unable to sleep and
18 even grew fearful for his personal safety. During the night, Graham observed the door to his
19 bedroom open, and Cortines enter the room. Graham quickly realized that Cortines was
20 completely nude and that Cortines' penis was erect. Cortines then climbed into Graham's bed,
21 and proceeded to masturbate beside him. Frozen with fear and shock, Graham laid idle as Cortines
22 masturbated and appeared to ejaculate on himself and near Graham. Cortines then grabbed
23 Graham's penis over his pajamas and stated "you're not getting hard." Graham was speechless,
24 and Cortines exited the room.

25 23. The next morning the two men exchanged very few words. Cortines stayed in the
26 living room, making it uncomfortable if not impossible for Graham to use the only working
27 telephone line. Deprived of any means of contacting the outside world, and with Cortines' car
28 being the only means of departure, Graham felt he was forced to spend another evening trapped at

1 the Ranch. When Graham stated that he wanted to go home, Cortines denied Graham's requests.
2 Graham felt like a prisoner unable to leave the Ranch.

3 24. That evening, on or about July 24, 2010, Cortines again entered Graham's
4 bedroom only to repeat the very same conduct as the previous evening. Undeterred by Graham's
5 utter unresponsiveness and fear, Cortines again entered Plaintiff's bed completely nude and
6 masturbated beside him.

7 25. On the morning of July 25, 2010, before returning back to Los Angeles, Cortines
8 attempted to kiss Graham. Graham again refused to have any physical contact with Cortines, who
9 seemed to feel increasingly emboldened as Graham appeared increasingly helpless.

10 26. Graham felt extreme pressure to accept the invitation to Cortines' ranch due to the
11 hostile work environment that Cortines had created. Cortines seemed to relish the ease with
12 which he could dismiss legions of employees he felt were useless under the budget reduction
13 authority. Cortines would pay special attention to the men he found attractive. He frequently
14 talked about the men in the district that he was interested in, and how their jobs or contracts were
15 safe because he found them attractive. It was clear that survival at LAUSD was not based on
16 merit but subject to the whims of Cortines.

17 27. Cortines dismissed any real power of the LAUSD Board as "modestly competent,
18 part-time special interest monitors." He was especially dismissive of a lesbian board member,
19 Monica Garcia, making a special point that he did not identify as "that" kind of Mexican Hispanic
20 or gay. At the time of the invitation to his ranch, Garcia was the then board president. Cortines
21 called Garcia a "fat slovenly lesbian with no concept of how power is wielded." She had stayed at
22 the ranch the week before Graham. Cortines said she was an embarrassment and a slob. He
23 would often say that the Board had no power over him and were simply functionaries of their
24 special interest groups who did not have the savvy to actually wield any power.

25 28. In a continuing effort to wield power over Graham, Cortines constantly reminded
26 Graham that everyone within LAUSD senior management had sexual side arrangements. As if to
27 convince Graham that this was the norm and, therefore, that Graham should submit to his sexual
28 advances, Cortines set the stage with in his persistent sexual advances at the outset of Graham's

1 employment in 2000. Shortly after Cortines left, Graham had to deal with Cortines' replacement,
2 Governor Roy Romer, and Romer's request to look for a rental his longterm mistress.

3 29. When Cortines returned, he would share details of the many historical and ongoing
4 sexual affairs in LAUSD Senior Management. They include the affairs of the former Chief
5 Facilities Executive Kathi Littmann, former General Counsel Kevin Reid, the former Board
6 Member Marlene Canter, and then Inspector General Jerry Thornton.

7 30. Cortines told Graham that he would regularly set up meetings with underlings
8 simply because he thought they were hot. He would describe certain LAUSD employees as a "hot
9 piece of ass." Cortines expressed that he liked men with big penises and would speculate to
10 Graham that he bet certain employees had a "big cock."

11 31. Cortines also told Graham that he though John Creer and James Sohn were hot.
12 James Sohn was Cortines' boss. Cortines would invite Sohn over for brunch at his home because
13 he was attracted to Sohn. On several occasions, Cortines told Graham that Sohn had a "nice
14 package."

15 32. Cortines told Graham that he was also sexually attracted to general counsel David
16 Holmquist saying that he was hot and compared him to a gay sex icon, Tom of Finland.

17 33. At one point Cortines told Graham and his husband that he wanted to get into bed
18 with the "two of you." He even told Graham on one occasion that he "beat off" thinking about
19 Graham and his husband.

20 34. Upon his return to work at LAUSD, Graham was unable to focus on his job duties
21 and found himself in fear of yet another unexpected call or invitation from Cortines. Graham
22 began to notice that he was easily startled, had difficulty sleeping, and lived in constant fear of
23 losing his job at the whim of Cortines.

24 35. Noticing a sharp decline in his productivity, which he attributed to the events that
25 transpired at the Ranch, Graham arranged to meet with his immediate supervisor, John Creer
26 ("Creer"). Graham met with Creer to discuss Cortines' inappropriate actions at the Ranch. Upon
27 hearing of the incidents at the Ranch, Creer stated that he did not want to deal with such a
28 sensitive issue involving the Superintendent, and suggested that Graham meet with James Sohn

1 (“Sohn”), at the time, Graham’s senior supervisor and LAUSD’s Chief Facilities Executive.

2 36. On or about August 10, 2010, Graham met with Sohn in Sohn’s office. Graham
3 reported to Sohn that Cortines had made unwanted sexual advances towards him during the July
4 2010 weekend trip at the Ranch. Graham sought guidance and counsel as to how to respond and
5 explained his concerns to Sohn. Sohn, who was appointed by Cortines, failed to report and/or
6 investigate Graham’s complaints.

7 37. In September, 2010, undeterred by the previous refusal of Graham to respond to his
8 sexual advances, Cortines called Graham at his home, and speaking in an amorous tone and made
9 sexually suggestive remarks to Graham. Cortines told Graham that he was up at the ranch staring
10 at the stars and was “rock hard.” Cortines’ unsolicited call to Graham’s residence intensified
11 Graham’s distress and anxiety, and prompted him to report Cortines’ conduct to Sohn again.

12 38. Graham told Sohn the exact specifics of this call and started crying. Sohn hugged
13 him and said he had to talk to general counsel. This complaint marked the third time Graham
14 reported Cortines’ harassing conduct to an LAUSD supervisor and mandated reporter.

15 39. On or about October 13, 2010, Graham was called into the office of David
16 Holmquist, LAUSD’s general counsel and another Cortines appointee. Holmquist asked Graham
17 if there was anything Graham wanted to share with him. Graham reported to Mr. Holmquist what
18 he had previously stated to Sohn and Creer—that Cortines had sexually assaulted him during a
19 weekend trip to Cortines’ ranch. Graham reported to Holmquist that at the ranch, Cortines walked
20 into Graham’s bedroom naked and masturbated in his bed. Graham asked Holmquist about the
21 implications of requesting an investigation into Cortines’ sexual assaults, and admitted that he
22 struggled with the thought of the matter being made public due to his fear of retaliation.

23 Holmquist discouraged Graham from pursuing his claims, and suggested, in an intimidating and
24 patronizing manner, that the incidents at the Ranch and Cortines’ unsolicited phone call were
25 better left unreported. Further, Holmquist did not instruct Graham to report future incidents, and
26 failed to investigate and/or report Graham’s complaints.

27 40. When it became clear that Holmquist would not take any action as to Graham’s
28 complaints, Graham then went to see Michelle Meghrouni, the facilities counsel for the LAUSD

1 at the time. After hearing of Cortines' behavior and Holmquist's failure to take action, she was
2 incensed and told Graham that Holmquist had a legal obligation to investigate these complaints.
3 Upon information and belief, Meghrouni is no longer working for LAUSD.

4 41. Graham, who had now reported Cortines' sexual harassment and assault on four
5 separate occasions to mandatory reporters and senior management at LAUSD, was lulled into
6 foregoing his complaints altogether.

7 42. After witnessing the General Counsel's reaction to his serious complaints, Graham
8 reported the incident to another lawyer within the office of the General Counsel in November,
9 2010. To date, even though Graham is still an employee of LAUSD, none of his complaints have
10 been addressed or investigated.

11 43. On or about May 22, 2012, at approximately 2:00 p.m., an offer was made to
12 Graham to settle his claims against LAUSD and Cortines. Graham was told that he had until 4:00
13 p.m. that afternoon to sign an ambiguous and biased short-form agreement. The short-form
14 agreement omitted key terms that were essential to protect Graham's privacy. Graham did not
15 sign or agree to the terms that were proposed.

16 44. The very next day, May 23, 2012, Defendant LAUSD falsely announced an alleged
17 settlement of Graham's claims during a press conference that was orchestrated by LAUSD's
18 outside counsel and the public relations firm of Cerrell and Associates. During the conference,
19 where members of the media were invited to attend and participate, the District falsely announced
20 that an agreement had been reached with Graham in exchange for a release of his claims against
21 LAUSD and Cortines. Also disseminated during the conference were the terms of a purported
22 settlement, and a series of statements and documents that portrayed Graham in a false light and
23 subjected him to unwanted and invasive media scrutiny and public ridicule. Prior to the press
24 conference, Graham's allegations were entirely private and had not been brought to the attention
25 of the public.

26 45. LAUSD's press materials admit that Graham had brought his allegations to the
27 attention of his supervisors, but falsely represent that Graham "did not want anything done about
28 it." LAUSD's press materials also included a statement from LAUSD's outside counsel, who

1 declared that “[a]ll District sexual harassment investigation practices were adhered to... and the
2 evidence points to a consensual adult interaction between [Graham] and Mr. Cortines[.]” This
3 statement was made despite the fact that no neutral investigation has yet to be undertaken by
4 LAUSD, and Plaintiff was never interviewed as part of any purported investigation.

5 46. During this press conference, Cortines issued a statement indicating that he had
6 had a consensual sexual encounter with Graham, thus publicly “outing” Graham’s sexual
7 orientation without his consent.

8 47. In the midst of these events, Plaintiff suffered from a stroke. He was placed on
9 medical leave on or about September 2012. When he returned in February 2013, his managerial
10 and supervisory duties had been eviscerated and he was left to do administrative work. His
11 original duties have never been restored.

12 48. On or about October 16, 2014, LAUSD rehired Cortines as Superintendent for the
13 second time. While the LAUSD Board contends that Cortines was hired on an “Interim” basis,
14 Cortines has publicly stated that he sees nothing temporary about his position.

15 49. Shortly after Cortines’ return, Plaintiff’s immediate supervisor Krisztina Tokes and
16 Division Human Resources Administrator Ronald Delahoussaye met with Graham. Tokes and
17 Delahoussaye told Graham that he would not be required to have any interaction with Cortines nor
18 attend any meetings at which Cortines is present if he did not want to attend. Pointedly, neither
19 offered any solution for how Graham was to carry out his duties that involved the Superintendent
20 or where the Superintendent’s input was required. As a director of LAUSD, Graham could not
21 avoid Cortines or Cortines’ authority and LAUSD’s proposed solution was not viable.

22 50. Graham responded that the proposed “solution” of LAUSD to Cortines’ second
23 return as Superintendent did not address Graham’s original concerns for his safety and the prior
24 sexual harassment of Graham by Cortines. A constant theme from LAUSD in its refusal to
25 investigate the complaints of Graham was that Cortines was leaving or had left LAUSD. Now
26 that Cortines had returned, LAUSD failed to offer any interest that it would not investigate
27 Graham’s complaint or take any affirmative steps to prevent the renewed sexual harassment of
28 Graham by Cortines.

1 51. Graham reiterated his request that now that Cortines had returned, an investigation
2 into Graham's complaints of sexual harassment were now necessary. LAUSD replied through its
3 lawyer that it was refusing to conduct an investigation as requested by Graham.

4 52. Cortines' office is located in the very same building as Graham's office, just one
5 floor above Mr. Graham's office on the 23rd floor. Graham has had anxiety from having Cortines
6 return a second time to LAUSD. Graham has also already encountered Cortines in the workplace
7 and will likely continue to do so.

8 53. LAUSD had a wide range of choices for Interim Superintendent. By hiring
9 Cortines, LAUSD chose to ignore its obligations to provide a harassment free work environment
10 for Graham and, thereby renewed and ratified the sexual harassment of Graham by Cortines.

11 54. Plaintiff has exhausted his administrative remedies under the California Fair
12 Employment and Housing Act and has received a "Right to Sue" letter.

13
14 **FIRST CAUSE OF ACTION**

15 **HARASSMENT IN VIOLATION OF FEHA**

16 **CAL. GOV. CODE § 12940(j)**

17 **(Against Defendants LAUSD, Ramon Cortines, and DOES 1 through 10)**

18 55. As a separate and distinct cause of action, Plaintiff complains and realleges all the
19 allegations contained in this Complaint, and incorporates them by reference into this cause of
20 action as though fully set forth herein, excepting those allegations which are inconsistent with this
21 cause of action. Plaintiff brings this cause of action against Defendants LAUSD, Ramon
22 Cortines, and DOES 1 through 10.

23 56. Plaintiff is informed and believes and thereon alleges that during all relevant time
24 periods, Defendants LAUSD regularly employed five or more persons, bringing Defendant
25 LAUSD within the provisions of the California Fair Employment and Housing Act, Cal. Gov.
26 Code § 12940 *et seq.* (hereinafter "FEHA"). Defendant Cortines is individually liable for
27 harassment under Government Code section 12940(j).

28 57. Plaintiff was subjected to unwanted harassing conduct because of his sex and/or

1 sexual orientation and/or other protected categories under FEHA. This harassing conduct has
2 occurred during each time period where Cortines has been employed as the Superintendent of
3 LAUSD. The recent re-employment of Cortines, furthermore, as the Superintendent of LAUSD
4 has ratified his prior conduct as to the present. Despite Graham's widely known complaints of
5 harassment by Cortines, Cortines was re-employed by LAUSD thereby republishing the prior
6 incidents of harassment.

7 58. The harassing conduct experienced by Plaintiff was severe and/or pervasive.

8 59. A reasonable woman or another person of the same protected category as Plaintiff
9 would have considered the work environment to be hostile and/or abusive.

10 60. Plaintiff considered the work environment to be hostile and/or abusive.

11 61. Defendant Cortines, a supervisor, engaged in this conduct. Defendant LAUSD is,
12 therefore, liable for the acts of Cortines.

13 62. Plaintiff was harmed.

14 63. Defendants' actions of harassment of Plaintiff in violation of FEHA was a
15 substantial factor in causing Plaintiff's harm.

16 64. Plaintiff is informed and believes and thereon alleges that the aforesaid acts
17 directed toward Plaintiff were carried out with a conscious disregard of Plaintiff's right to be free
18 from such illegal behavior, such as to constitute oppression, fraud, or malice pursuant to Cal. Civ.
19 Code § 3294 entitling Plaintiff to punitive damages in an amount appropriate to punish and set an
20 example of Defendant Cortines.

21 WHEREFORE, Plaintiff requests relief as hereafter provided.

22
23 **SECOND CAUSE OF ACTION**

24 **RETALIATION IN VIOLATION OF FEHA**

25 **CALIFORNIA GOVERNMENT CODE SECTION 12940(h)**

26 **(Against Defendants LAUSD and DOES 11 through 20)**

27 65. As a separate and distinct cause of action, Plaintiff complains and realleges all the
28 allegations contained in the Complaint, and incorporates them by reference into this cause

1 of action as though fully set forth herein, excepting those allegations which are inconsistent with
2 this cause of action. This cause of action is brought against Defendants LAUSD and DOES 11
3 through 20.

4 66. During all relevant time periods, Defendant LAUSD regularly employed five or
5 more persons, bringing Defendants within the provisions of FEHA.

6 67. Plaintiff engaged in protected activities under FEHA, specifically, Plaintiff resisted
7 illegal activity under FEHA. Plaintiff also made internal complaints of illegal conduct under
8 FEHA.

9 68. Plaintiff's protected activities including his opposition to illegal activity under
10 FEHA and his protected internal reporting were a substantial motivating factor in Defendants'
11 decision to engage in adverse employment actions against Plaintiff as described herein.

12 69. Defendants undertook adverse employment actions against Plaintiff including
13 taking away his managerial and supervisory duties.

14 70. Defendants, furthermore, have deprived Plaintiff of the full ability to advance in
15 his chosen profession and position. In depriving Graham of a Superintendent that he could go to
16 without the reasonable fear of sexual harassment, Graham suffers significant career diminishment.
17 Normally, it is a Superintendent who would provide a letter of reference. That is not possible
18 with Cortines. Also, it is the case that Graham cannot move beyond his current position to the
19 extent that he would have to report directly to Cortines. Furthermore, any indirect reporting to
20 Cortines is tainted by Cortines' prior sexual advances, the stonewalling of LAUSD of Graham's
21 complaints, and the failure to provide Graham with a work environment safe from sexual
22 harassment.

23 71. Plaintiff was harmed.

24 72. Defendants' retaliation against Plaintiff in violation of FEHA was a substantial
25 factor in causing Plaintiff's harm.

26 WHEREFORE, Plaintiff requests relief as hereafter provided.

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THIRD CAUSE OF ACTION
DISCRIMINATION IN VIOLATION OF FEHA
CAL. GOV. CODE § 12940(k)

(Against Defendants LAUSD and DOES 21 through 30)

73. As a separate and distinct cause of action, Plaintiff complains and realleges all the allegations contained in the Complaint, and incorporates them by reference into this cause of action as though fully set forth herein, excepting those allegations which are inconsistent with this cause of action. This cause of action is brought against Defendants LAUSD and DOES 21 through 30.

74. During all relevant time periods, Defendant LAUSD regularly employed five or more persons, bringing Defendants within the provisions of FEHA.

75. Plaintiff was discriminated against by Defendants on the basis of Plaintiff's sexual orientation, gender, and/or other protected category as prohibited under FEHA. Plaintiff had a right to be in a workplace free from harassment, retaliation, and/or discrimination. Plaintiff had a right to a workplace where the employer took all reasonable steps necessary to stop harassment, retaliation, and/or discrimination from occurring. One step that Defendants were legally obligated to take was to investigate the numerous complaints made by Graham as to the sexual misconduct of Cortines. Defendants failed to provide Plaintiff a workplace in keeping with its legal obligations in that, among other things, Defendants failed to investigate Graham's numerous complaints of sexual misconduct by Cortines. Defendants have failed to investigate Graham's complaints against Cortines even as Cortines has returned as Superintendent and is the direct reporting line of Graham. By Defendants' actions, Plaintiff suffered and continues to suffer an adverse employment action in the deprivation of these rights and privileges of his employment.

76. Defendants continuing failure to investigate Graham's complaints against Cortines is based upon their discriminatory attitudes based upon sexual orientation. Defendants, Plaintiff contends, would not have failed to conduct legally mandated investigations of a Superintendent accused of heterosexual sexual misconduct, but felt free to discriminate against Graham because his complaints involve same sex sexual harassment. Furthermore, defendants would not have

1 failed to conduct legal mandated investigations of a male Superintendent accused of sexual
2 misconduct against a woman, but discriminated against Graham because he is a man.

3 77. Based upon information and belief, Plaintiff alleges that heterosexual employees
4 had complaints of sexual harassment investigated – even where the harasser had left the
5 employment of Defendants.

6 78. Plaintiff was harmed.

7 79. Defendants' discrimination against Plaintiff in violation of FEHA was a substantial
8 factor in causing Plaintiff's harm.

9 WHEREFORE, Plaintiff requests relief as hereafter provided.

10
11 **FOURTH CAUSE OF ACTION**
12 **FAILURE TO TAKE ALL STEPS NECESSARY TO STOP**
13 **HARASSMENT AND RETALIATION IN VIOLATION OF FEHA**

14 **CAL. GOV. CODE § 12940(k)**

15 **(Against Defendants LAUSD and DOES 31 through 40)**

16 80. As a separate and distinct cause of action, Plaintiff complains and realleges all the
17 allegations contained in this complaint, and incorporate them by reference into this cause of action
18 as though fully set forth herein, excepting those allegations which are inconsistent with this cause
19 of action. Plaintiff brings this cause of action against Defendants LAUSD and DOES 31 through
20 40.

21 81. During all relevant time periods, Defendant LAUSD regularly employed five or
22 more persons, bringing Defendants within the provisions of FEHA.

23 82. Plaintiff was subjected to harassment, discrimination, and/or retaliation in the
24 course of Plaintiff's employment.

25 83. Defendants failed to take all steps necessary to prevent harassment, discrimination,
26 and/or retaliation from occurring in violation of Cal. Gov. Code § 12940(k). This includes, but is
27 not limited to Defendants failure to take immediate and appropriate corrective action to end
28 discrimination, harassment, and/or retaliation. Most recently, LAUSD has failed to conduct an

1 investigation of Cortines' sexual misconduct. As a result of this categorical failure to investigate
2 Cortines, LAUSD cannot fashion an appropriate remedy for Cortines' sexual harassment of
3 Graham. Furthermore, Graham cannot enjoy the full rights and privileges of his employment at
4 LAUSD including a workplace free of discrimination, harassment, or retaliation.

5 84. Plaintiff was harmed.

6 85. Defendants' failure to take all steps necessary to stop discrimination, harassment,
7 and/or retaliation from occurring was a substantial factor in causing Plaintiff's harm.

8 WHEREFORE, Plaintiff requests relief as hereafter provided.

9
10 **PRAYER FOR RELIEF**

11 WHEREFORE, plaintiff requests relief as follows:

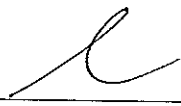
- 12 A. For special damages including, but not limited to, restitution of all monies due
13 Plaintiff including back pay, front pay, lost employment benefits and other
14 compensation, costs of past, present, and future medical and psychological
15 treatment, and other special damages according to proof as allowed by law;
- 16 B. For general damages to compensate Plaintiff for his emotional distress, pain and
17 suffering, and loss of pleasure and enjoyment of life as allowed by law;
- 18 C. For punitive or exemplary damages, as allowed by law;
- 19 D. For all necessary and appropriate injunctive relief including, but not limited to, that
20 Defendants LAUSD and DOES 1 through 30 adhere to its legal obligations in
21 providing a workplace free from harassment, discrimination, and retaliation,
22 including that:
- 23 1. That an investigation occur as to the complaints of sexual harassment by
24 Graham against Cortines;
 - 25 2. That appropriate corrective action be taken against Cortines as a result of
26 his sexual harassment of Graham;
 - 27 3. Defendants be required to undertake remedial training concerning FEHA
28 for all relevant supervisory employees as allowed by law; and

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- 4. That Graham be provided a workplace free from discrimination, harassment, or retaliation;
- E. For an award of interest, including prejudgment interest, at the legal rate as allowed by law;
- F. For an award of attorney fees, as allowed by law;
- G. For all applicable civil penalties, as allowed by law;
- H. For costs of suit incurred, as allowed by law; and
- I. For such other and further relief as the court deems appropriate and as allowed by law.

Dated: February 25, 2015

HENNIG RUIZ




Rob Hennig
Janet Hong
Attorney for Plaintiff SCOT GRAHAM

1 DEMAND FOR JURY TRIAL

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3 Plaintiff demands trial by jury in this matter.

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5 Dated: February 25, 2015

HENNIG RUIZ

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8 _____
9 Rob Hennig
10 Janet Hong
11 Attorneys for Plaintiff SCOT GRAHAM

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