

1 JOHN F. DAUM (SB #52313)
2 FRAMROZE M. VIRJEE (SB #120401)
3 DAVID L. HERRON (SB #15881)
4 DAVID B. NEWDORF (SB #172960)
5 O'MELVENY & MYERS LLP
6 Embarcadero Center West
7 275 Battery Street
8 San Francisco, California 94111-3305
9 Telephone: (415) 984-8700

10 Attorneys for Defendant and Cross-Complainant
11 State of California

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 CITY AND COUNTY OF SAN FRANCISCO

14 ELIEZER WILLIAMS, et al.,) Case No. 312 236
15)
16 Plaintiffs,) Department: 16
17)
18 vs.) Judge: Hon. Peter J. Busch
19)
20 STATE OF CALIFORNIA, DELAINE)
21 EASTIN, State Superintendent) **CROSS-COMPLAINT FOR SPECIFIC**
22 Of Public Instruction, STATE) **RELIEF AND INJUNCTION**
23 DEPARTMENT OF EDUCATION, STATE)
24 BOARD OF EDUCATION,)
25)
26 Defendants.)
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30 STATE OF CALIFORNIA,)
31)
32 Cross-Complainant,)
33)
34 vs.)
35)
36 SAN FRANCISCO UNIFIED SCHOOL)
37 DISTRICT, a school district,)
38 WEST CONTRA COSTA UNIFIED)
39 SCHOOL DISTRICT, a)
40 school district, OAKLAND)
41 UNIFIED SCHOOL DISTRICT, a)
42 school district, RAVENSWOOD)
43 CITY ELEMENTARY SCHOOL)
44 DISTRICT, a school district,)
45 CAMPBELL UNION ELEMENTARY)

1 SCHOOL DISTRICT,)
 a school district,)
 2 CLOVERDALE UNIFIED SCHOOL)
 DISTRICT, a school district,)
 3 PIONEER UNION ELEMENTARY)
 SCHOOL DISTRICT, a school)
 4 district, PAJARO VALLEY)
 UNIFIED SCHOOL DISTRICT, a)
 5 school district, FRESNO)
 UNIFIED SCHOOL DISTRICT, a)
 6 school district, VISALIA)
 UNIFIED SCHOOL DISTRICT, a)
 7 school district, MERCED CITY)
 ELEMENTARY SCHOOL DISTRICT, a)
 8 school district, ALHAMBRA CITY))
 ELEMENTARY SCHOOL DISTRICT, a)
 9 school district, ALHAMBRA CITY))
 10 HIGH SCHOOL DISTRICT, a school))
 11 district, LOS ANGELES UNIFIED)
 SCHOOL DISTRICT, a school)
 12 district, MONTEBELLO UNIFIED)
 SCHOOL DISTRICT, a school)
 13 district, LYNWOOD UNIFIED)
 14 SCHOOL DISTRICT, a school)
 district, INGLEWOOD UNIFIED)
 15 SCHOOL DISTRICT, a school)
 16 district, LONG BEACH UNIFIED)
 SCHOOL DISTRICT, a school)
 17 district)
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 18 Cross-Defendants.)
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Cross-complainant State of California, for its cross-
 complaint herein, alleges as follows:

GENERAL ALLEGATIONS

1. Cross-complainant is the State of California.
2. Cross-defendant San Francisco Unified School District is a local public entity organized and existing under

1 and by virtue of the laws of the State of California, which has
2 been given authority and responsibility for the management and
3 governance of the affairs of public schools in the area of San
4 Francisco, California.

5 3. Cross-defendant West Contra Costa Unified School
6 District is a local public entity organized and existing under
7 and by virtue of the laws of the State of California, which has
8 been given authority and responsibility for the management and
9 governance of the affairs of public schools in the areas of San
10 Pablo and Richmond, California.

11 4. Cross-defendant Oakland Unified School District is
12 a local public entity organized and existing under and by virtue
13 of the laws of the State of California, which has been given
14 authority and responsibility for the management and governance of
15 the affairs of public schools in the area of Oakland, California.

16 5. Cross-defendant Ravenswood City Elementary School
17 District is a local public entity organized and existing under
18 and by virtue of the laws of the State of California, which has
19 been given authority and responsibility for the management and
20 governance of the affairs of public elementary schools in the
21 area of East Palo Alto, California.

22 6. Cross-defendant Campbell Union Elementary School
23 District is a local public entity organized and existing under
24 and by virtue of the laws of the State of California, which has
25 been given authority and responsibility for the management and
26 governance of the affairs of public elementary schools in the
27 area of Campbell, California.

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1 7. Cross-defendant Cloverdale Unified School District
2 is a local public entity organized and existing under and by
3 virtue of the laws of the State of California, which has been
4 given authority and responsibility for the management and
5 governance of the affairs of public schools in the area of
6 Cloverdale, California.

7 8. Cross-defendant Pioneer Union Elementary School
8 District is a local public entity organized and existing under
9 and by virtue of the laws of the State of California, which has
10 been given authority and responsibility for the management and
11 governance of the affairs of public elementary schools in the
12 area of Berry Creek, California.

13 9. Cross-defendant Pajaro Valley Unified School
14 District is a local public entity organized and existing under
15 and by virtue of the laws of the State of California, which has
16 been given authority and responsibility for the management and
17 governance of the affairs of public schools in the area of
18 Watsonville, California.

19 10. Cross-defendant Fresno Unified School District is
20 a local public entity organized and existing under and by virtue
21 of the laws of the State of California, which has been given
22 authority and responsibility for the management and governance of
23 the affairs of public schools in the area of Fresno, California.

24 11. Cross-defendant Visalia Unified School District is
25 a local public entity organized and existing under and by virtue
26 of the laws of the State of California, which has been given
27 authority and responsibility for the management and governance of
28 the affairs of public schools in the area of Visalia, California.

1 12. Cross-defendant Merced City Elementary School
2 District is a local public entity organized and existing under
3 and by virtue of the laws of the State of California, which has
4 been given authority and responsibility for the management and
5 governance of the affairs of public elementary and middle schools
6 in the area of Merced, California.

7 13. Cross-defendant Alhambra City Elementary School
8 District is a local public entity organized and existing under
9 and by virtue of the laws of the State of California, which has
10 been given authority and responsibility for the management and
11 governance of the affairs of public elementary schools in the
12 areas of Alhambra and Monterey Park, California.

13 14. Cross-defendant Alhambra City High School District
14 is a local public entity organized and existing under and by
15 virtue of the laws of the State of California, which has been
16 given authority and responsibility for the management and
17 governance of the affairs of public high schools in the area of
18 Alhambra, California.

19 15. Cross-defendant Los Angeles Unified School
20 District is a local public entity organized and existing under
21 and by virtue of the laws of the State of California, which has
22 been given authority and responsibility for the management and
23 governance of the affairs of public schools in the area of Los
24 Angeles, California.

25 16. Cross-defendant Montebello Unified School District
26 is a local public entity organized and existing under and by
27 virtue of the laws of the State of California, which has been
28 given authority and responsibility for the management and

1 governance of the affairs of public schools in the area of
2 Montebello, California.

3 17. Cross-defendant Lynwood Unified School District is
4 a local public entity organized and existing under and by virtue
5 of the laws of the State of California, which has been given
6 authority and responsibility for the management and governance of
7 the affairs of public schools in the area of Lynwood, California.

8 18. Cross-defendant Inglewood Unified School District
9 is a local public entity organized and existing under and by
10 virtue of the laws of the State of California, which has been
11 given authority and responsibility for the management and
12 governance of the affairs of public schools in the area of
13 Inglewood, California.

14 19. Cross-defendant Long Beach Unified School District
15 is a local public entity organized and existing under and by
16 virtue of the laws of the State of California, which has been
17 given authority and responsibility for the management and
18 governance of the affairs of public schools in the area of Long
19 Beach, California.

20 20. On May 17, 2000, plaintiffs in this action filed
21 their complaint against the State. On August 14, 2000, they
22 filed their First Amended Complaint, which replaced and
23 superseded the original complaint.

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**FIRST CAUSE OF ACTION FOR
SPECIFIC RELIEF AND INJUNCTION**

(Against Cross-Defendant San Francisco Unified School District)

21. The allegations of paragraphs 1, 2, and 20 are realleged and incorporated herein by reference, as though fully set forth.

22. With respect to the Balboa High School in San Francisco, which is operated by the San Francisco Unified School District, plaintiffs allege:

85. Plaintiffs Alondra Sharae Jones and Lawrence Poon attend school at Balboa High School in San Francisco. At Balboa, several classes, including Spanish and English classes, have no permanent teacher but instead are taught by a series of substitute teachers. Students in these classes often have different substitute teachers every day, and some of the substitute teachers are not familiar with the subject matter they attempt to teach. In one Spanish class during the 1999-2000 school year, a student who transferred to Balboa from another school attempted to instruct the class in Spanish on some days because the limited Spanish she had learned at her previous school exceeded the Spanish instruction the students otherwise received from untrained and short-term substitute teachers.

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86. . . . The high percentage of uncredentialed teachers at Balboa is compounded by the school's extreme rate of teacher turnover. The school only staffs approximately 61 total teachers each year, but 75 teachers have left the school in the past three years.

87. The school does not have enough books for all of its students. Students have to share books in class in some classes, including math and Spanish classes, because the classes do not even have full class sets of the books. And in most of the classes, students cannot take books home for homework because the school does not have enough books for them. Some students have never taken a book home for homework in as many as three years of attending high school at Balboa.

88. Some classes have as many as 54 students, with as few as 30 seats, for weeks without relief. Students in these classes have to stand or sit on counters because they have no seats.

89. Balboa High School is infested with mice. Students regularly see mice in the gym and in their classrooms.

1 90. Students watch noneducational movies, such
2 as Rush Hour, Entrapment, Liar Liar, and
3 Hallowe'en, in some classes instead of taking
4 instruction.

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6 91. Balboa students have to pay a \$5 fee to take
7 art classes at the school.

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9 92. Only one bathroom, with four stalls, is open
10 for girls to use, and only two bathrooms are open
11 for boys to use, on a campus with approximately
12 1200 students. Students have to wait in long
13 lines to access the bathrooms, and when they get
14 in, the bathrooms are not clean. A soiled
15 feminine napkin and a moldy ice cream bar
16 remained in one of the stalls in the girls'
17 bathroom for the entire 1999-2000 school year.

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19 23. Plaintiffs allege that the conditions which they
20 allege exist at Balboa High School in San Francisco, deprive
21 students attending that high school, including plaintiffs Alondra
22 Sharae Jones and Lawrence Poon, of the opportunity to obtain a
23 basic education in violation of Article IX, Sections 1 and 5 of
24 the California Constitution, and also deprive those students of
25 basic educational opportunities equal to those that children in
26 other schools receive.

1 24. With respect to the Bryant Elementary School in
2 San Francisco, which is operated by the San Francisco Unified
3 School District, plaintiffs allege:

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5 93. Plaintiffs Bianca Arriola, Bibiana Arriola,
6 Carlos Ramirez, Richard Ramirez, and Ivanna
7 Romero attend Bryant Elementary School in San
8 Francisco. Bryant has no floor-to-ceiling walls
9 between classrooms. Instead, the school has
10 thin, hollow, room dividers hanging from the
11 ceiling, which provide little or no sound
12 barriers between classes. Students can hear
13 noise from other classes talking and learning
14 during their own class instruction. Sometimes
15 students in one class start to laugh at a joke
16 told in another class; students in the first
17 class hear the joke as clearly as do the students
18 in the class in which the joke was told. The
19 noise problem among classes also means that
20 classes cannot have music or audio instruction in
21 class because music and audio instruction would
22 increase the noise level too greatly.

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24 94. Teachers at Bryant are missing all or
25 significant parts of their curriculum in many of
26 the classes at school. One teacher did not
27 receive her math curriculum materials until two
28 months into the 1999-2000 school year. Another

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teacher did not receive her math textbooks until February, in a school year that began in August. Another teacher still had not received half her district-mandated first-grade curriculum even after two thirds of the school year had been completed. Two fifth-grade teachers share 20 social studies textbooks among 37 students during the school day. Those teachers cannot both give homework on the same night because they are short 17 books for their students.

95. Many teachers at Bryant purchase basic supplies for their classrooms themselves, spending thousands of their own dollars, because the classes would otherwise go without the supplies. Teachers buy pencils, erasers, crayons, scissors, calendars, and maps so their students will have basic tools to use to learn. During the 1998-1999 school year, several teachers solicited donations of paper and pencils for the school from San Francisco businesses.

96. The air conditioning and heat do not work in many classrooms. On hot days, students feel faint or sleepy because their classroom temperatures reach well above 80 degrees. In the computer lab at the school, temperatures have reached 92 degrees during the 1999-2000 year. Teachers have

1 to spray students with water to keep them cool
2 during spring, summer, and fall. Some teachers
3 take their classes outside to learn because the
4 temperature is cooler outside. On cool days,
5 students wear coats and mittens inside to keep
6 warm. Some students keep jackets on inside but
7 then take their jackets off when they go outside
8 to play because the outdoors is warmer than their
9 classrooms.

10
11 97. Water at the school is unsafe for drinking.
12 Many children bring bottled water to class, and
13 the principal has recommended that teachers flush
14 the pipes every day by running water for a full
15 minute in the morning.

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17 25. Plaintiffs allege that the conditions which they
18 allege exist at Bryant Elementary School in San Francisco,
19 deprive students attending that elementary school, including
20 plaintiffs Bianca Arriola, Bibiana Arriola, Carlos Ramirez,
21 Richard Ramirez, and Ivanna Romero, of the opportunity to obtain
22 a basic education in violation of Article IX, Sections 1 and 5 of
23 the California Constitution, and also deprive those students of
24 basic educational opportunities equal to those that children in
25 other schools receive.

26 26. With respect to the Luther Burbank Middle School
27 in San Francisco, which is operated by the San Francisco Unified
28 School District, plaintiffs allege:

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79. Plaintiffs Eliezer Williams, Olivia Saunders, Silas Moultrie, and Monique Mabutas attend Luther Burbank Middle School in San Francisco. At Luther Burbank, students cannot take textbooks home for homework in any core subject because their teachers have enough textbooks for use in class only. For example, a social studies teacher who teaches five separate social studies classes during one day has only one class set of social studies textbooks, so all five classes must use the same set of books. Some math, science, and other core classes do not have even enough textbooks for all the students in a single class to use during the school day, so some students must share the same one book during class time. In many classes in the school, textbooks are nine or more years out of date. For homework, students must take home photocopied pages, with no accompanying text for guidance or reference, when and if their teachers have enough paper to make homework copies. The school limits the number of copies teachers can make in any given week, so teachers cannot photocopy enough pages from textbooks for the students to have homework each school night. The social studies textbook Luther Burbank students use is so old that it does not reflect the

1 breakup of the former Soviet Union. Textbooks
2 are missing pages and covers after so many years
3 of use in school.

4
5 80. Luther Burbank is infested with vermin and
6 roaches and students routinely see mice in their
7 classrooms. One dead rodent remained,
8 decomposing, in a corner in the gymnasium for
9 most of the 1999-2000 school year.

10
11 81. Two of the three bathrooms at Luther Burbank
12 are locked all day, every day. The third
13 bathroom is locked during lunch and other periods
14 during the school day, so there are times during
15 school when no bathroom at all is available for
16 students to use. Students have urinated or
17 defecated on themselves at school because they
18 could not get into an unlocked bathroom. Other
19 students have left school altogether to go home
20 to use the restroom. When the bathrooms are not
21 locked, they often lack toilet paper, soap, and
22 paper towels, and the toilets frequently are
23 clogged and overflowing.

24
25 82. Paint peels off walls in many classrooms.
26 Ceiling tiles are missing and cracked in the
27 school gym, and school children are afraid to
28 play basketball and other games in the gym

1 because they worry that more ceiling tiles will
2 fall on them during their games.

3
4 83. The school has no air conditioning. On hot
5 days classroom temperatures climb into the 90s.
6 The school heating system does not work well. In
7 winter, children often wear coats, hats, and
8 gloves during class to keep warm.

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10 84. . . . 17 of the 35 teachers only began
11 teaching at Luther Burbank during the 1999-2000
12 school year.

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14 27. Plaintiffs allege that the conditions which they
15 allege exist at Luther Burbank Middle School in San Francisco,
16 deprive students attending that high school, including plaintiffs
17 Eliezer Williams, Olivia Saunders, Silas Moultrie, and Monique
18 Mabutas, of the opportunity to obtain a basic education in
19 violation of Article IX, Sections 1 and 5 of the California
20 Constitution, and also deprive those students of basic
21 educational opportunities equal to those that children in other
22 schools receive.

23 28. The San Francisco Unified School District is the
24 agent of the State of California for purposes of providing a
25 public school education to children within its jurisdiction, to
26 the extent defined by the Supreme Court of California in Butt v.
27 State of California, 4 Cal. 4th 668 (1992), and similar cases.
28 In carrying out its duties, the San Francisco Unified School

1 District is required to comply with applicable laws and
2 regulations promulgated by the Legislature and various agencies
3 and departments of the State of California, and is required to
4 comply with the Constitution of California and the Constitution
5 of the United States. Cal. Educ. Code § 35290. The State of
6 California has a direct interest in ensuring that the San
7 Francisco Unified School District complies with its duties and
8 obligations in this regard since, under Butt, the State may be
9 required in certain circumstances to act where the San Francisco
10 Unified School District has failed. In this case, plaintiffs
11 seek to impose just such an obligation on the State; the State
12 accordingly has a direct financial and governmental interest in
13 making sure that the San Francisco Unified School District has
14 properly carried out the duties and obligations imposed upon it
15 by the Legislature and the Constitution.

16 29. If plaintiffs are correct that conditions exist in
17 Balboa High School in San Francisco as they have alleged, and if
18 they are also correct that such conditions result in depriving
19 students at said school, including plaintiff Alondra Sharae Jones
20 and Lawrence Poon, of a basic education, or of basic educational
21 opportunities equal to those received by children in other
22 schools, then the San Francisco Unified School District has
23 violated its duties and obligations under applicable statutes and
24 regulations, including without limitation California Code of
25 Education sections 60119 and 60411, and its duties and
26 obligations under the laws and under the Constitution of
27 California. Cal. Educ. Code §§ 35290, 35293.

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1 30. If plaintiffs are correct that conditions exist in
2 Bryant Elementary School in San Francisco as they have alleged,
3 and if they are also correct that such conditions result in
4 depriving students at said school, including plaintiffs Bianca
5 Arriola, Bibiana Arriola, Carlos Ramirez, Richard Ramirez, and
6 Ivanna Romero, of a basic education, or of basic educational
7 opportunities equal to those received by children in other
8 schools, then the San Francisco Unified School District has
9 violated its duties and obligations under applicable statutes and
10 regulations, including without limitation California Code of
11 Education sections 38118, 60119, and 60411, and its duties and
12 obligations under the laws and under the Constitution of
13 California. Cal. Educ. Code §§ 35290, 35293.

14 31. If plaintiffs are correct that conditions exist in
15 Luther Burbank Middle School in San Francisco as they have
16 alleged, and if they are also correct that such conditions result
17 in depriving students at said school, including plaintiffs
18 Eliezer Williams, Olivia Saunders, Silas Moultrie, and Monique
19 Mabutas, of a basic education, or of basic educational
20 opportunities equal to those received by children in other
21 schools, then the San Francisco Unified School District has
22 violated its duties and obligations under applicable statutes and
23 regulations, including without limitation California Code of
24 Education sections 17366, 17565, 17576, 17593, 38118, 60045,
25 60119, 60411, and 60500, and Title 5 of the California Code of
26 Regulations section 631, and its duties and obligations under the
27 laws and under the Constitution of California. Cal. Educ. Code
28 §§ 35290, 35293.

1 32. The San Francisco Unified School District has the
2 power and ability to correct each of the conditions of which
3 plaintiffs complain.

4 33. To the extent plaintiffs are correct that
5 conditions exist in Balboa High School, Bryant Elementary School,
6 or Luther Burbank Middle School in San Francisco such as they
7 have alleged, which conditions result in depriving students at
8 those schools, including plaintiffs Alondra Sharae Jones,
9 Lawrence Poon, Bianca Arriola, Bibiana Arriola, Carlos Ramirez,
10 Richard Ramirez, Ivanna Romero, Eliezer Williams, Olivia
11 Saunders, Silas Moultrie, and/or Monique Mabutas, of a basic
12 education, or of basic educational opportunities equal to those
13 received by children in other schools, the San Francisco Unified
14 School District has a mandatory and non-discretionary duty to
15 correct such conditions. Unless restrained and enjoined by order
16 of this Court, the San Francisco Unified School District will not
17 correct such conditions, but will fail and refuse to do so.

18 34. Cross-complainant is without an adequate remedy at
19 law.

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21 **SECOND CAUSE OF ACTION FOR**
22 **SPECIFIC RELIEF AND INJUNCTION**
23 **(Against Cross-Defendant West Contra Costa Unified School**
24 **District)**

25 35. The allegations of paragraphs 1, 3, and 20 are
26 realleged and incorporated herein by reference, as though fully
27 set forth.

1 36. With respect to the John F. Kennedy High School in
2 Richmond, which is operated by the West Contra Costa Unified
3 School District, plaintiffs allege:

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5 102. Laurel and Romana Clemons attend John F.
6 Kennedy High School in Richmond. Students in
7 many classes at Kennedy - including advanced-
8 placement physics, advanced-placement English,
9 geometry, and algebra - have not had a formal,
10 long-term teacher for the entire year. Instead,
11 students in these classes have studied under a
12 series of substitutes, some of whom stayed for
13 periods as short as one day. Students in these
14 classes have had no consistency and little
15 instruction. Nevertheless, these students have
16 faced and must face standardized testing, even
17 though they lack preparatory instruction. All
18 the students in one advanced-placement English
19 class have declined to take the advanced
20 placement test this year because they feel
21 unprepared for the test after having had no
22 permanent English teacher for two consecutive
23 years.

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25 103. Thirty-seven of the 51 teachers at Kennedy
26 are new to the teaching profession and have had
27 no prior classroom experience.
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104. Kennedy does not have enough books for all students in the school. No student in any World History class had a textbook for all of the 1999-2000 school year.

37. Plaintiffs allege that the conditions which they allege exist at John F. Kennedy High School in Richmond, deprive students attending that high school, including plaintiffs Laurel and Romana Clemons, of the opportunity to obtain a basic education in violation of Article IX, Sections 1 and 5 of the California Constitution, and also deprive those students of basic educational opportunities equal to those that children in other schools receive.

38. With respect to the Wendell Helms Middle School in San Pablo, which is operated by the West Contra Costa Unified School District, plaintiffs allege:

98. Plaintiffs Moises Canel, Magaly de Loza, Yeimi Alba, Arturo Escutia, and Edgardo Solano attend Wendell Helms Middle School in San Pablo. Helms does not have enough textbooks for all the students in the school. One algebra class has no books at all - not even books for students to use in class. The students must use class time to copy problems into their notebooks from the blackboard. And students must rely on notes they took in class for instruction on how to do their math problems because they have no books anywhere

1 to which they can refer for clarification. In
2 science and history classes for which the school
3 does have books, there are not enough books for
4 students to take home for homework, so students
5 may use books only during class time in school.
6 Several students at Helms compare the school to
7 the schools they used to attend when they lived
8 in Mexico, and the students are surprised that in
9 the United States students do not have books to
10 take home and safe places to learn, as the
11 students had when they lived in Mexico.

12
13 99. Ceiling tiles at Helms are cracked and
14 falling off, and the school roof leaks in the
15 rain. Students worry that they will be hit with
16 falling tiles when they enter the library and
17 other areas of the school. Students sometimes
18 cannot use the gym on rainy days because the
19 leaks cause dangerous puddles on the gym floor.

20
21 100. Toilets often do not work in the school
22 bathrooms. The bathrooms regularly are strewn
23 with used condoms, cigarette butts, and empty
24 liquor bottles. Most of the stalls in the boys'
25 bathrooms are missing doors. The bathrooms only
26 rarely have soap, toilet paper, or paper towels.

1 101. . . . Nineteen of the 59 teachers at
2 Helms only began teaching at the school
3 during the 1999-2000 school year. Of the 41
4 credentialed teachers, 15 have fewer than
5 four years' teaching experience.

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7 39. Plaintiffs allege that the conditions which they
8 allege exist at Wendell Helms Middle School in San Pablo, deprive
9 students attending that middle school, including plaintiffs
10 Moises Canel, Magaly de Loza, Yeimi Alba, Arturo Escutia, and
11 Edgardo Solano, of the opportunity to obtain a basic education in
12 violation of Article IX, Sections 1 and 5 of the California
13 Constitution, and also deprive those students of basic
14 educational opportunities equal to those that children in other
15 schools receive.

16 40. The West Contra Costa Unified School District is
17 the agent of the State of California for purposes of providing a
18 public school education to children within its jurisdiction, to
19 the extent defined by the Supreme Court of California in Butt v.
20 State of California, 4 Cal. 4th 668 (1992), and similar cases.
21 In carrying out its duties, the West Contra Costa Unified School
22 District is required to comply with applicable laws and
23 regulations promulgated by the Legislature and various agencies
24 and departments of the State of California, and is required to
25 comply with the Constitution of California and the Constitution
26 of the United States. Cal. Educ. Code § 35290. The State of
27 California has a direct interest in ensuring that the West Contra
28 Costa Unified School District complies with its duties and

1 obligations in this regard since, under Butt, the State may be
2 required in certain circumstances to act where the West Contra
3 Costa Unified School District has failed. In this case,
4 plaintiffs seek to impose just such an obligation on the State;
5 the State accordingly has a direct financial and governmental
6 interest in making sure that the West Contra Costa Unified School
7 District has properly carried out the duties and obligations
8 imposed upon it by the Legislature and the Constitution.

9 41. If plaintiffs are correct that conditions exist in
10 John F. Kennedy High School in Richmond as they have alleged, and
11 if they are also correct that such conditions result in depriving
12 students at said school, including plaintiffs Laurel and Romana
13 Clemons, of a basic education, or of basic educational
14 opportunities equal to those received by children in other
15 schools, then the West Contra Costa Unified School District has
16 violated its duties and obligations under applicable statutes and
17 regulations, including without limitation California Code of
18 Education sections 60119 and 60411, and its duties and
19 obligations under the laws and under the Constitution of
20 California. Cal. Educ. Code §§ 35290, 35293.

21 42. If plaintiffs are correct that conditions exist in
22 Wendell Helms Middle School in San Pablo as they have alleged,
23 and if they are also correct that such conditions result in
24 depriving students at said school, including plaintiffs Moises
25 Canel, Magaly de Loza, Yeimi Alba, Arturo Escutia, and Edgardo
26 Solano, of a basic education, or of basic educational
27 opportunities equal to those received by children in other
28 schools, then the West Contra Costa Unified School District has

1 violated its duties and obligations under applicable statutes and
2 regulations, including without limitation California Code of
3 Education sections 17366, 17565, 17576, 17593, 60119, and 60411,
4 and Title 5 of the California Code of Regulations sections 630
5 and 631, and its duties and obligations under the laws and under
6 the Constitution of California. Cal. Educ. Code §§ 35290, 35293.

7 43. The West Contra Costa Unified School District has
8 the power and ability to correct each of the conditions of which
9 plaintiffs complain.

10 44. To the extent plaintiffs are correct that
11 conditions exist in John F. Kennedy High School in Richmond or
12 Wendell Helms Middle School in San Pablo such as they have
13 alleged, which conditions result in depriving students at those
14 schools, including plaintiffs Laurel and Romana Clemons, Moises
15 Canel, Magaly de Loza, Yeimi Alba, Arturo Escutia, and/or Edgardo
16 Solano, of a basic education, or of basic educational
17 opportunities equal to those received by children in other
18 schools, the West Contra Costa Unified School District has a
19 mandatory and non-discretionary duty to correct such conditions.
20 Unless restrained and enjoined by order of this Court, the West
21 Contra Costa Unified School District will not correct such
22 conditions, but will fail and refuse to do so.

23 45. Cross-complainant is without an adequate remedy at
24 law.

**THIRD CAUSE OF ACTION FOR
SPECIFIC RELIEF AND INJUNCTION**

(Against Cross-Defendant Oakland Unified School District)

46. The allegations of paragraphs 1, 4, and 20 are realleged and incorporated herein by reference, as though fully set forth.

47. With respect to the Burbank Elementary School in Oakland, which is operated by the Oakland Unified School District, plaintiffs allege:

133. Plaintiff Marcelies Grascie attends Burbank Elementary School in Oakland. At Burbank, classrooms are uncomfortably hot because some classrooms have no air conditioning and inside temperatures reach 80 degrees and above.

Children have trouble breathing in school, and the heat degrades their concentration and ability to learn.

134. Portable classrooms located on the playground have quiet instruction only for two to three hours each day, during times when other children do not have recess, lunch, or physical education instruction directly outside the portable classroom doors.

135. Some classes have no textbooks for children to take home.

1 48. Plaintiffs allege that the conditions which they
2 allege exist at Burbank Elementary School in Oakland deprive
3 students attending that elementary school, including plaintiff
4 Marcelies Grascie, of the opportunity to obtain a basic education
5 in violation of Article IX, Sections 1 and 5 of the California
6 Constitution, and also deprive those students of basic
7 educational opportunities equal to those that children in other
8 schools receive.

9 49. With respect to the Fremont High School in
10 Oakland, which is operated by the Oakland Unified School
11 District, plaintiffs allege:

12
13 105. Fremont High School regularly begins school
14 years without having hired permanent teachers for
15 all course offerings, and students expect each
16 year that some courses will not have permanent
17 teachers. During the 1999-2000 school year,
18 eleven teacher vacancies in English, math, and
19 science classes remained unfilled for close to a
20 full semester. Students in these classes without
21 permanent teachers took instruction from a series
22 of substitute teachers instead of having regular
23 teachers of their own.

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25 106. The school often fails to hire a substitute
26 teacher when teachers are absent, so students
27 must sit in classes with no teacher at all.
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107. Fremont students often stand in classes because there are not enough seats for all the students. Some classes have as many as 65 students with only 30 seats for weeks at a time.

108. Many Fremont students cannot take books home for homework in such core subjects as French, English, and math.

109. Fremont only has two open and unlocked bathrooms, with a total of six stalls, for all the girls in a 2000-person school. These bathrooms are filthy and have broken toilets.

110. Some classrooms have no air conditioning, and classroom temperatures reach as high as 95 degrees. These classrooms are uncomfortably hot for students during four months of the school year.

50. Plaintiffs allege that the conditions which they allege exist at Fremont High School in Oakland deprive students attending that high school of the opportunity to obtain a basic education in violation of Article IX, Sections 1 and 5 of the California Constitution, and also deprive those students of basic educational opportunities equal to those that children in other schools receive.

1 51. With respect to the Garfield Elementary School in
2 Oakland, which is operated by the Oakland Unified School
3 District, plaintiffs allege:

4
5 111. Plaintiffs Kim Parks, Cesar Chavez, and
6 Christina Chavez attend Garfield Elementary
7 School in Oakland. At Garfield, several
8 classrooms and one of the girls' bathrooms have
9 mold on the ceiling tiles and/or walls that is so
10 severe that it makes teachers and students sick.

11
12 112. The school has rats and mice, and also
13 rodent feces, in the classrooms and on the campus
14 grounds.

15
16 113. Students cannot take books home for
17 homework in many classes because the school does
18 not have enough textbooks for all the student.

19
20 114. Some classes at Garfield do not have
21 permanent teachers, and some students have had
22 more than ten teachers in one class in one year.

23
24 115. Almost all of the classes at Garfield
25 require teachers who have credentials or
26 proficiency to teach children who are learning
27 the English language, but many of the teachers in
28 these classes lack even bilingual or multilingual

1 proficiency and do not even have instructional
2 assistants to work with the English language
3 learner children in their first languages.
4

5 116. Most classrooms do not have air
6 conditioning, even though students attend school
7 at Garfield during hot months. Garfield operated
8 on a year-round, multitrack schedule during the
9 1999-2000 school year, and even when it will
10 operate on a single-track schedule for the 2000-
11 2001 school year, the school year will not end
12 until the end of June. Classrooms become
13 extremely hot during spring, summer, and fall,
14 and students will remain in classrooms without
15 air conditioning through June during the 2000-
16 2001 school year.
17

18 117. The school has too few open and unlocked
19 bathrooms for the approximately 1000 children who
20 attend Garfield. These bathrooms often lack
21 toilet paper and often are filthy.
22

23 118. The ceilings leak when it rains in some
24 classrooms at the school.
25

26 52. Plaintiffs allege that the conditions which they
27 allege exist at Garfield Elementary School in Oakland deprive
28 students attending that elementary school, including plaintiffs

1 Kim Parks, Cesar Chavez, and Christina Chavez, of the opportunity
2 to obtain a basic education in violation of Article IX, Sections
3 1 and 5 of the California Constitution, and also deprive those
4 students of basic educational opportunities equal to those that
5 children in other schools receive.

6 53. With respect to the Stonehurst Elementary School
7 in Oakland, which is operated by the Oakland Unified School
8 District, plaintiffs allege:

9
10 127. Plaintiffs Justin Sessions, Joshua
11 Sessions, Vincent Pulido, and Kiandra Pulido
12 attend Stonehurst Elementary School in Oakland .

13 . . .

14
15 128. Another class at the school was rained out
16 of its classroom in January 2000 and has not
17 since taken instruction in an adequate class
18 space. The roof in the class's original
19 classroom had leaked for years without complete
20 repair, and then one day in January the roof
21 leaked so badly that one third of the classroom
22 was soaked in water, and the students had to move
23 permanently out of the room because the fungus
24 and mold growing from the years of leaking
25 precluded students' return to the room. Since
26 that time, students in the class moved four times
27 and were never placed in a class space adequate
28 for learning. The students took instruction in

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an open library space where other people walked in and out throughout the school day, making it difficult for the students to concentrate, and where the students could not see their teacher because their space was so small that the teacher had no place to locate her desk except out of the students' eyesight. The students next took instruction in the same auditorium where another class occupied the stage and school music lessons and assemblies occupied other portions of the auditorium, so the students could neither hear nor concentrate. Finally the students displaced a special-education class to take instruction in a portable classroom designed to hold eight special-education students, not 30 fourth- and fifth-grade students. The portable classroom has only approximately 750 square feet, so the students were sardined together in a class that has no room for many of the learning tools, such as a skeleton body, the students one had in their classroom when they were located in a full-sized room. The special-education class that used to meet in the portable then shared space with another special-education class, which meant that 16 special-education students had to try to learn together in a space designed to hold only eight of the students.

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130. Some classes do not have books for all the students to use in class, much less to be able to take home for homework. Students have to share books during class, which slows down class instruction.

131. In some areas of the school, no full walls divide as many as six classrooms from each other. Instead of walls, the school uses bookshelves that reach approximately five or six feet high underneath a nine- or ten-foot ceiling, allowing sound to travel over the shelves into other classrooms. Children in each class compete to be heard over the din of children learning and talking in five other classes.

132. There are not enough toilets at the school to accommodate all the children. At least one bathroom at the school remains locked each and every day, so students have even fewer toilets they can use because they cannot access that bathroom.

54. Plaintiffs allege that the conditions which they allege exist at Stonehurst Elementary School in Oakland, deprive students attending that elementary school, including plaintiffs Justin Sessions, Joshua Sessions, Vincent Pulido, and Kiandra Pulido, of the opportunity to obtain a basic education in

1 violation of Article IX, Sections 1 and 5 of the California
2 Constitution, and also deprive those students of basic
3 educational opportunities equal to those that children in other
4 schools receive.

5 55. With respect to the Webster Academy in Oakland,
6 which is operated by the Oakland Unified School District allege:

7
8 119. At Webster, most of the classrooms do not
9 have air conditioning, and classroom temperatures
10 become uncomfortably hot in the spring and the
11 early fall.

12

13 121. The school does not provide sufficient
14 quantities of basic supplies, so teachers spend
15 hundreds of dollars of their own money each year
16 purchasing such essential items as pencils,
17 crayons, notebooks, and glue sticks.

18
19 122. The school often fails to hire a substitute
20 teacher when a teacher is absent. When the
21 school does not hire substitute teachers, the
22 school splits students in the class without a
23 teacher among several other classes during their
24 teacher's absence. When this happens, a few of
25 the students will spend the day in one class, and
26 a few will spend the day in another class, and a
27 few more will spend the day in yet another class.
28 The classes that house these divided classes of

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students may not be the same grade level as the students' original class.

123. None of the portable classrooms is wired for Internet access in a school that is approximately two thirds composed of portable classrooms. Most of the children at Webster do not, therefore, have access to the Internet at school.

56. Plaintiffs allege that the conditions which they allege exist at Webster Academy in Oakland deprive students attending that elementary school of the opportunity to obtain a basic education in violation of Article IX, Sections 1 and 5 of the California Constitution, and also deprive those students of basic educational opportunities equal to those that children in other schools receive.

57. With respect to the Whittier Elementary School in Oakland, which is operated by the Oakland Unified School District, plaintiffs allege:

. . . .
126. The school has no air conditioning, and classroom temperatures become extremely hot during several weeks of every school year, when temperatures reach as high as 105 degrees in Oakland.

1 58. Plaintiffs allege that the conditions which they
2 allege exist at Whittier Elementary School in Oakland deprive
3 students attending that elementary school of the opportunity to
4 obtain a basic education in violation of Article IX, Sections 1
5 and 5 of the California Constitution, and also deprive those
6 students of basic educational opportunities equal to those that
7 children in other schools receive.

8 59. The Oakland Unified School District is the agent
9 of the State of California for purposes of providing a public
10 school education to children within its jurisdiction, to the
11 extent defined by the Supreme Court of California in Butt v.
12 State of California, 4 Cal. 4th 668 (1992), and similar cases.
13 In carrying out its duties, the Oakland Unified School District
14 is required to comply with applicable laws and regulations
15 promulgated by the Legislature and various agencies and
16 departments of the State of California, and is required to comply
17 with the Constitution of California and the Constitution of the
18 United States. Cal. Educ. Code § 35290. The State of California
19 has a direct interest in ensuring that the Oakland Unified School
20 District complies with its duties and obligations in this regard
21 since, under Butt, the State may be required in certain
22 circumstances to act where the Oakland Unified School District
23 has failed. In this case, plaintiffs seek to impose just such an
24 obligation on the State; the State accordingly has a direct
25 financial and governmental interest in making sure that the
26 Oakland Unified School District has properly carried out the
27 duties and obligations imposed upon it by the Legislature and the
28 Constitution.

1 60. If plaintiffs are correct that conditions exist in
2 Burbank Elementary School in Oakland as they have alleged, and if
3 they are also correct that such conditions result in depriving
4 students at said school, including plaintiff Marcelies Grascie,
5 of a basic education, or of basic educational opportunities equal
6 to those received by children in other schools, then the Oakland
7 Unified School District has violated its duties and obligations
8 under applicable statutes and regulations, including without
9 limitation California Code of Education sections 60119 and 60411,
10 and its duties and obligations under the laws and under the
11 Constitution of California. Cal. Educ. Code §§ 35290, 35293.

12 61. If plaintiffs are correct that conditions exist in
13 Fremont High School in Oakland as they have alleged, and if they
14 are also correct that such conditions result in depriving
15 students at said school of a basic education, or of basic
16 educational opportunities equal to those received by children in
17 other schools, then the Oakland Unified School District has
18 violated its duties and obligations under applicable statutes and
19 regulations, including without limitation California Code of
20 Education sections 17576, 60119, and 60411, and Title 5 of the
21 California Code of Regulations section 631, and its duties and
22 obligations under the laws and under the Constitution of
23 California. Cal. Educ. Code §§ 35290, 35293.

24 62. If plaintiffs are correct that conditions exist in
25 Garfield Elementary School in Oakland as they have alleged, and
26 if they are also correct that such conditions result in depriving
27 students at said school, including plaintiffs Kim Parks, Cesar
28 Chavez, and Christina Chavez, of a basic education, or of basic

1 educational opportunities equal to those received by children in
2 other schools, then the Oakland Unified School District has
3 violated its duties and obligations under applicable statutes and
4 regulations, including without limitation California Code of
5 Education sections 17366, 17565, 17576, 17593, 60119, and 60411,
6 and Title 5 of the California Code of Regulations sections 630
7 and 631, and its duties and obligations under the laws and under
8 the Constitution of California. Cal. Educ. Code §§ 35290, 35293.

9 63. If plaintiffs are correct that conditions exist in
10 Stonehurst Elementary School in Oakland as they have alleged, and
11 if they are also correct that such conditions result in depriving
12 students at said school, including plaintiffs Justin Sessions,
13 Joshua Sessions, Vincent Pulido, and Kiandra Pulido, of a basic
14 education, or of basic educational opportunities equal to those
15 received by children in other schools, then the Oakland Unified
16 School District has violated its duties and obligations under
17 applicable statutes and regulations, including without limitation
18 California Code of Education sections 17366, 17565, 17576, 17593,
19 60119, and 60411, and Title 5 of the California Code of
20 Regulations sections 630 and 631, and its duties and obligations
21 under the laws and under the Constitution of California. Cal.
22 Educ. Code §§ 35290, 35293.

23 64. If plaintiffs are correct that conditions exist in
24 Webster Academy in Oakland as they have alleged, and if they are
25 also correct that such conditions result in depriving students at
26 said school of a basic education, or of basic educational
27 opportunities equal to those received by children in other
28 schools, then the Oakland Unified School District has violated

1 its duties and obligations under applicable statutes and
2 regulations, including without limitation California Code of
3 Education section 38118, and its duties and obligations under the
4 laws and under the Constitution of California. Cal. Educ. Code
5 §§ 35290, 35293.

6 65. If plaintiffs are correct that conditions exist in
7 Whittier Elementary School in Oakland as they have alleged, and
8 if they are also correct that such conditions result in depriving
9 students at said school of a basic education, or of basic
10 educational opportunities equal to those received by children in
11 other schools, then the Oakland Unified School District has
12 violated its duties and obligations under applicable statutes and
13 regulations and its duties and obligations under the laws and
14 under the Constitution of California. Cal. Educ. Code §§ 35290,
15 35293.

16 66. The Oakland Unified School District has the power
17 and ability to correct each of the conditions of which plaintiffs
18 complain.

19 67. To the extent plaintiffs are correct that
20 conditions exist in Burbank Elementary School, Fremont High
21 School, Garfield Elementary School, Stonehurst Elementary School,
22 Webster Academy, or Whittier Elementary School in Oakland such as
23 they have alleged, which conditions result in depriving students
24 at those schools, including plaintiffs Marcelies Grascie, Kim
25 Parks, Cesar Chavez, Christina Chavez, Justin Sessions, Joshua
26 Sessions, Vincent Pulido, and/or Kiandra Pulido, of a basic
27 education, or of basic educational opportunities equal to those
28 received by children in other schools, the Oakland Unified School

1 District has a mandatory and non-discretionary duty to correct
2 such conditions. Unless restrained and enjoined by order of this
3 Court, the Oakland Unified School District will not correct such
4 conditions, but will fail and refuse to do so.

5 68. Cross-complainant is without an adequate remedy at
6 law.

7
8 **FOURTH CAUSE OF ACTION FOR**
9 **SPECIFIC RELIEF AND INJUNCTION**
10 **(Against Cross-Defendant Ravenswood City**
11 **Elementary School District)**

12 69. The allegations of paragraphs 1, 5, and 20 are
13 realleged and incorporated herein by reference, as though fully
14 set forth.

15 70. With respect to the Cesar Chavez Academy in East
16 Palo Alto, California, which is operated by the Ravenswood City
17 Elementary School District, plaintiffs allege:

18
19 137. Plaintiffs Jose Gomez, Kristal Monje Ruiz,
20 Myra Monje Ruiz, Sandra Hernandez, and Nadia
21 Angelica Hernandez attend Cesar Chavez Academy in
22 East Palo Alto

23
24 138. The school also does not provide enough
25 textbooks for students to take home for homework.
26 Some classes do not have textbooks at all, and
27 some classes have too few textbooks for all
28 students to use without sharing during class.

1 71. Plaintiffs allege that the conditions which they
2 allege exist at Cesar Chavez Academy in East Palo Alto,
3 California deprive students attending that school, including
4 plaintiffs Jose Gomez, Kristal Monje Ruiz, Myra Monje Ruiz,
5 Sandra Hernandez, and Nadia Angelica Hernandez, of the
6 opportunity to obtain a basic education in violation of Article
7 IX, Sections 1 and 5 of the California Constitution, and also
8 deprive those students of basic educational opportunities equal
9 to those that children in other schools receive.

10 72. With respect to the Edison-McNair Academy in East
11 Palo Alto, California, which is operated by the Ravenswood City
12 Elementary School District, plaintiffs allege:

13
14 136. Plaintiffs Candelaria Santos and
15 Carlos Santos attend Edison-McNair Academy
16 in East Palo Alto. In addition, 70 percent
17 of the students who attend Edison-McNair are
18 still learning the English language, so
19 these students have special educational
20 needs for which teachers require, but do not
21 have, additional training.

22
23 73. Plaintiffs allege that the conditions which they
24 allege exist at Edison-McNair Academy in East Palo Alto deprive
25 students attending that school, including plaintiffs Candelaria
26 Santos and Carlos Santos, of the opportunity to obtain a basic
27 education in violation of Article IX, Sections 1 and 5 of the
28 California Constitution, and also deprive those students of basic

1 educational opportunities equal to those that children in other
2 schools receive.

3 74. The Ravenswood City Elementary School District is
4 the agent of the State of California for purposes of providing a
5 public school education to children within its jurisdiction, to
6 the extent defined by the Supreme Court of California in Butt v.
7 State of California, 4 Cal. 4th 668 (1992), and similar cases.
8 In carrying out its duties, the Ravenswood City Elementary School
9 District is required to comply with applicable laws and
10 regulations promulgated by the Legislature and various agencies
11 and departments of the State of California, and is required to
12 comply with the Constitution of California and the Constitution
13 of the United States. Cal. Educ. Code § 35290. The State of
14 California has a direct interest in ensuring that the Ravenswood
15 City Elementary School District complies with its duties and
16 obligations in this regard since, under Butt, the State may be
17 required in certain circumstances to act where the Ravenswood
18 City Elementary School District has failed. In this case,
19 plaintiffs seek to impose just such an obligation on the State;
20 the State accordingly has a direct financial and governmental
21 interest in making sure that the Ravenswood City Elementary
22 School District has properly carried out the duties and
23 obligations imposed upon it by the Legislature and the
24 Constitution.

25 75. If plaintiffs are correct that conditions exist in
26 Cesar Chavez Academy in East Palo Alto as they have alleged, and
27 if they are also correct that such conditions result in depriving
28 students at said school, including plaintiffs Jose Gomez, Kristal

1 Monje Ruiz, Myra Monje Ruiz, Sandra Hernandez, and Nadia Angelica
2 Hernandez, of a basic education, or of basic educational
3 opportunities equal to those received by children in other
4 schools, then the Ravenswood City Elementary School District has
5 violated its duties and obligations under applicable statutes and
6 regulations, including without limitation California Code of
7 Education sections 60119 and 60411, and its duties and
8 obligations under the laws and under the Constitution of
9 California. Cal. Educ. Code §§ 35290, 35293.

10 76. If plaintiffs are correct that conditions exist in
11 Edison-McNair Academy in East Palo Alto as they have alleged, and
12 if they are also correct that such conditions result in depriving
13 students at said school, including plaintiffs Candelaria Santos
14 and Carlos Santos, of a basic education, or of basic educational
15 opportunities equal to those received by children in other
16 schools, then the District has violated its duties and
17 obligations under applicable statutes and regulations and its
18 duties and obligations under the Constitution of California.
19 Cal. Educ. Code §§ 35290, 35293.

20 77. The Ravenswood City Elementary School District has
21 the power and ability to correct each of the conditions of which
22 plaintiffs complain.

23 78. To the extent plaintiffs are correct that
24 conditions exist in Cesar Chavez or Edison-McNair Academies in
25 East Palo Alto such as they have alleged, which conditions result
26 in depriving students at those schools, including plaintiffs Jose
27 Gomez, Kristal Monje Ruiz, Myra Monje Ruiz, Sandra Hernandez,
28 Nadia Angelica Hernandez, Candelaria Santos, and/or Carlos

1 Santos, of a basic education, or of basic educational
2 opportunities equal to those received by children in other
3 schools, the Ravenswood City Elementary School District has a
4 mandatory and non-discretionary duty to correct such conditions.
5 Unless restrained and enjoined by order of this Court, the
6 Ravenswood City Elementary School District will not correct such
7 conditions, but will fail and refuse to do so.

8 79. Cross-complainant is without an adequate remedy at
9 law.

10
11 **FIFTH CAUSE OF ACTION FOR**
12 **SPECIFIC RELIEF AND INJUNCTION**

13 **(Against Cross-Defendant**

14 **Campbell Union Elementary School District)**

15 80. The allegations of paragraphs 1, 6, and 20 are
16 realleged and incorporated herein by reference, as though fully
17 set forth.

18 81. With respect to the Castlemont Elementary School
19 in Campbell, which is operated by the Campbell Union Elementary
20 School District, plaintiffs allege:

21
22 139. Plaintiffs Allison Schauer and Rachel
23 Schauer attend school at Castlemont Elementary
24 School in Campbell. At Castlemont, many
25 classrooms have no air conditioning, even though
26 classroom temperatures reach as high as 99
27 degrees in the fall and in the spring. Children
28 leave their classrooms on hot days with red faces

1 and they sweat in their sweltering classrooms.
2 Children cannot concentrate on their lessons in
3 extreme heat.
4

5 82. Plaintiffs allege that the conditions which they
6 allege exist at Castlemont Elementary School in Campbell deprive
7 students attending that elementary school, including plaintiffs
8 Allison Schauer and Rachel Schauer, of the opportunity to obtain
9 a basic education in violation of Article IX, Sections 1 and 5 of
10 the California Constitution, and also deprive those students of
11 basic educational opportunities equal to those that children in
12 other schools receive.

13 83. The Campbell Union Elementary School District is
14 the agent of the State of California for purposes of providing a
15 public school education to children within its jurisdiction, to
16 the extent defined by the Supreme Court of California in Butt v.
17 State of California, 4 Cal. 4th 668 (1992), and similar cases.
18 In carrying out its duties, the Campbell Union Elementary School
19 District is required to comply with applicable laws and
20 regulations promulgated by the Legislature and various agencies
21 and departments of the State of California, and is required to
22 comply with the Constitution of California and the Constitution
23 of the United States. Cal. Educ. Code § 35290. The State of
24 California has a direct interest in ensuring that the Campbell
25 Union Elementary School District complies with its duties and
26 obligations in this regard since, under Butt, the State may be
27 required in certain circumstances to act where the Campbell Union
28 Elementary School District has failed. In this case, plaintiffs

1 seek to impose just such an obligation on the State; the State
2 accordingly has a direct financial and governmental interest in
3 making sure that the Campbell Union Elementary School District
4 has properly carried out the duties and obligations imposed upon
5 it by the Legislature and the Constitution.

6 84. If plaintiffs are correct that conditions exist in
7 Castlemont Elementary School in Campbell as they have alleged,
8 and if they are also correct that such conditions result in
9 depriving students at said school, including plaintiffs Allison
10 Schauer and Rachel Schauer, of a basic education, or of basic
11 educational opportunities equal to those received by children in
12 other schools, then the Campbell Union Elementary School District
13 has violated its duties and obligations under applicable statutes
14 and regulations, and its duties and obligations under the laws
15 and under the Constitution of California. Cal. Educ. Code
16 §§ 35290, 35293.

17 85. The Campbell Union Elementary School District has
18 the power and ability to correct each of the conditions of which
19 plaintiffs complain.

20 86. To the extent plaintiffs are correct that
21 conditions exist in Castlemont Elementary School in Campbell such
22 as they have alleged, which conditions result in depriving
23 students at that school, including plaintiffs Allison Schauer and
24 Rachel Schauer, of a basic education, or of basic educational
25 opportunities equal to those received by children in other
26 schools, the Campbell Union Elementary School District has a
27 mandatory and non-discretionary duty to correct such conditions.
28 Unless restrained and enjoined by order of this Court, the

1 Campbell Union Elementary School District will not correct such
2 conditions, but will fail and refuse to do so.

3 87. Cross-complainant is without an adequate remedy at
4 law.

5
6 **SIXTH CAUSE OF ACTION FOR**
7 **SPECIFIC RELIEF AND INJUNCTION**

8 **(Against Cross-Defendant Cloverdale Unified School District)**

9 88. The allegations of paragraphs 1, 7, and 20 are
10 realleged and incorporated herein by reference, as though fully
11 set forth.

12 89. With respect to the Cloverdale High School in
13 Cloverdale, which is operated by the Cloverdale Unified School
14 District, plaintiffs allege:

15
16 140. Plaintiffs Drew Smith, Gino Buchignani,
17 Jason Kehrli, and Jonathan Cambra attend school
18 at Cloverdale High School in Cloverdale. Very
19 few of the classrooms at Cloverdale High have air
20 conditioning, even though temperatures inside the
21 classrooms reach as high as 110 degrees and are
22 consistently extremely hot during the months of
23 August, September, October, May, and June.

24 Students in the classrooms without air
25 conditioning have difficulty concentrating and
26 learning in the extreme heat. The Cloverdale
27 High school calendar begins at the end of August
28 and ends in June, and the absence of air

1 conditioning severely undermines students'
2 ability to concentrate during hot days.

3
4 141. Students cannot take books home for
5 homework in some classes, including science and
6 geography classes, because the school does not
7 have enough books for all the students in the
8 school. In addition, students in some classes,
9 including geography, do not have any books to use
10 at all.

11
12 90. Plaintiffs allege that the conditions which they
13 allege exist at Cloverdale High School in Cloverdale deprive
14 students attending that high school, including plaintiffs Drew
15 Smith, Gino Buchignani, Jason Kehrli, and Jonathan Cambra, of the
16 opportunity to obtain a basic education in violation of Article
17 IX, Sections 1 and 5 of the California Constitution, and also
18 deprive those students of basic educational opportunities equal
19 to those that children in other schools receive.

20 91. The Cloverdale Unified School District is the
21 agent of the State of California for purposes of providing a
22 public school education to children within its jurisdiction, to
23 the extent defined by the Supreme Court of California in Butt v.
24 State of California, 4 Cal. 4th 668 (1992), and similar cases.
25 In carrying out its duties, the Cloverdale Unified School
26 District is required to comply with applicable laws and
27 regulations promulgated by the Legislature and various agencies
28 and departments of the State of California, and is required to

1 comply with the Constitution of California and the Constitution
2 of the United States. Cal. Educ. Code § 35290. The State of
3 California has a direct interest in ensuring that the Cloverdale
4 Unified School District complies with its duties and obligations
5 in this regard since, under Butt, the State may be required in
6 certain circumstances to act where the Cloverdale Unified School
7 District has failed. In this case, plaintiffs seek to impose
8 just such an obligation on the State; the State accordingly has a
9 direct financial and governmental interest in making sure that
10 the Cloverdale Unified School District has properly carried out
11 the duties and obligations imposed upon it by the Legislature and
12 the Constitution.

13 92. If plaintiffs are correct that conditions exist in
14 Cloverdale High School in Cloverdale as they have alleged, and if
15 they are also correct that such conditions result in depriving
16 students at said school, including plaintiffs Drew Smith, Gino
17 Buchignani, Jason Kehrli, and Jonathan Cambra, of a basic
18 education, or of basic educational opportunities equal to those
19 received by children in other schools, then the Cloverdale
20 Unified School District has violated its duties and obligations
21 under applicable statutes and regulations, including without
22 limitation California Code of Education sections 60119 and 60411,
23 and its duties and obligations under the laws and under the
24 Constitution of California. Cal. Educ. Code §§ 35290, 35293.

25 93. The Cloverdale Unified School District has the
26 power and ability to correct each of the conditions of which
27 plaintiffs complain.
28

1 94. To the extent plaintiffs are correct that
2 conditions exist in Cloverdale High School in Cloverdale such as
3 they have alleged, which conditions result in depriving students
4 at that school, including plaintiffs Drew Smith, Gino Buchignani,
5 Jason Kehrli, and Jonathan Cambra, of a basic education, or of
6 basic educational opportunities equal to those received by
7 children in other schools, the Cloverdale Unified School District
8 has a mandatory and non-discretionary duty to correct such
9 conditions. Unless restrained and enjoined by order of this
10 Court, the Cloverdale Unified School District will not correct
11 such conditions, but will fail and refuse to do so.

12 95. Cross-complainant is without an adequate remedy at
13 law.

14
15 **SEVENTH CAUSE OF ACTION FOR**
16 **SPECIFIC RELIEF AND INJUNCTION**

17 **(Against Cross-Defendant Pioneer Union**
18 **Elementary School District)**

19 96. The allegations of paragraphs 1, 8, and 20 are
20 realleged and incorporated herein by reference, as though fully
21 set forth.

22 97. With respect to the Berry Creek Elementary School
23 in Berry Creek, California which is operated by the Pioneer Union
24 Elementary School District, plaintiffs allege:

25
26 142. Plaintiffs Christopher Barnard and Jacolyn
27 Barnard attend school at Berry Creek Elementary
28 School in Berry Creek. Many students at Berry

1 Creek Elementary School cannot take books home
2 for homework because the school does not have
3 enough textbooks for all the students. And
4 students in the three middle school grades at
5 Berry Creek must share books in class because the
6 school does not even have enough textbooks for
7 the students to use along during class time.
8 Sharing books during class slows students'
9 learning.

10
11 143. The school requires students to purchase a
12 binder of instructional materials from the school
13 each year.

14
15 98. Plaintiffs allege that the conditions which they
16 allege exist at Berry Creek Elementary School in Berry Creek,
17 deprive students attending that elementary school, including
18 plaintiffs Christopher Barnard and Jacolyn Barnard, of the
19 opportunity to obtain a basic education in violation of Article
20 IX, Sections 1 and 5 of the California Constitution, and also
21 deprive those students of basic educational opportunities equal
22 to those that children in other schools receive.

23 99. The Berry Creek Elementary School District is the
24 agent of the State of California for purposes of providing a
25 public school education to children within its jurisdiction, to
26 the extent defined by the Supreme Court of California in Butt v.
27 State of California, 4 Cal. 4th 668 (1992), and similar cases.
28 In carrying out its duties, the Berry Creek Elementary School

1 District is required to comply with applicable laws and
2 regulations promulgated by the Legislature and various agencies
3 and departments of the State of California, and is required to
4 comply with the Constitution of California and the Constitution
5 of the United States. Cal. Educ. Code § 35290. The State of
6 California has a direct interest in ensuring that the Berry Creek
7 Elementary School District complies with its duties and
8 obligations in this regard since, under Butt, the State may be
9 required in certain circumstances to act where the Berry Creek
10 Elementary School District has failed. In this case, plaintiffs
11 seek to impose just such an obligation on the State; the State
12 accordingly has a direct financial and governmental interest in
13 making sure that the Berry Creek Elementary School District has
14 properly carried out the duties and obligations imposed upon it
15 by the Legislature and the Constitution.

16 100. If plaintiffs are correct that conditions exist in
17 Berry Creek Elementary School in Berry Creek as they have
18 alleged, and if they are also correct that such conditions result
19 in depriving students at said school, including plaintiffs
20 Christopher Barnard and Jacolyn Barnard, of a basic education, or
21 of basic educational opportunities equal to those received by
22 children in other schools, then the Berry Creek Elementary School
23 District has violated its duties and obligations under applicable
24 statutes and regulations, including without limitation California
25 Code of Education sections 60119 and 60411, and its duties and
26 obligations under the laws and under the Constitution of
27 California. Cal. Educ. Code §§ 35290, 35293.

28

1 101. The Berry Creek Elementary School District has the
2 power and ability to correct each of the conditions of which
3 plaintiffs complain.

4 102. To the extent plaintiffs are correct that
5 conditions exist in Berry Creek Elementary School in Berry Creek
6 such as they have alleged, which conditions result in depriving
7 students at that school, including plaintiffs Christopher Barnard
8 and Jacolyn Barnard, of a basic education, or of basic
9 educational opportunities equal to those received by children in
10 other schools, the Berry Creek Elementary School District has a
11 mandatory and non-discretionary duty to correct such conditions.
12 Unless restrained and enjoined by order of this Court, the Berry
13 Creek Elementary School District will not correct such
14 conditions, but will fail and refuse to do so.

15 103. Cross-complainant is without an adequate remedy at
16 law.

17
18 **EIGHTH CAUSE OF ACTION FOR**
19 **SPECIFIC RELIEF AND INJUNCTION**
20 **(Against Cross-Defendant Pajaro Valley**
21 **Unified School District)**

22 104. The allegations of paragraphs 1, 9, and 20 are
23 realleged and incorporated herein by reference, as though fully
24 set forth.

25 105. With respect to the Watsonville High School in
26 Watsonville, which is operated by the Pajaro Valley Unified
27 School District, plaintiffs allege:
28

1 144. Plaintiff Manuel V. Ortiz attends school at
2 Watsonville High School in Watsonville. In some
3 classes at Watsonville High, including U.S.
4 history, students have no books to use at all.
5 Students have to share books in class in some
6 courses, including world history. And students
7 cannot take books home for homework in some
8 classes, including Spanish and world history.
9 The economics and government texts in use at the
10 school were both published in the 1980s, so the
11 books reflect outdated and inaccurate theories
12 and events.

13 . . .

14 147. School construction takes place during
15 school hours, and the noise from the construction
16 is so loud that students in nearby classrooms
17 cannot hear their teachers or other students
18 during class time.

19
20 148. Bathrooms are often locked at Watsonville
21 High so students cannot get into them. The
22 school does not have enough open and unlocked
23 bathrooms for the students to use.

24
25 106. Plaintiffs allege that the conditions which they
26 allege exist at Watsonville High School in Watsonville deprive
27 students attending that high school, including plaintiff Manuel
28 V. Ortiz, of the opportunity to obtain a basic education in

1 violation of Article IX, Sections 1 and 5 of the California
2 Constitution, and also deprive those students of basic
3 educational opportunities equal to those that children in other
4 schools receive.

5 107. The Pajaro Valley Unified School District is the
6 agent of the State of California for purposes of providing a
7 public school education to children within its jurisdiction, to
8 the extent defined by the Supreme Court of California in Butt v.
9 State of California, 4 Cal. 4th 668 (1992), and similar cases.

10 In carrying out its duties, the Pajaro Valley Unified School
11 District is required to comply with applicable laws and
12 regulations promulgated by the Legislature and various agencies
13 and departments of the State of California, and is required to
14 comply with the Constitution of California and the Constitution
15 of the United States. Cal. Educ. Code § 35290. The State of
16 California has a direct interest in ensuring that the Pajaro
17 Valley Unified School District complies with its duties and
18 obligations in this regard since, under Butt, the State may be
19 required in certain circumstances to act where the Pajaro Valley
20 Unified School District has failed. In this case, plaintiffs
21 seek to impose just such an obligation on the State; the State
22 accordingly has a direct financial and governmental interest in
23 making sure that the Pajaro Valley Unified School District has
24 properly carried out the duties and obligations imposed upon it
25 by the Legislature and the Constitution.

26 108. If plaintiffs are correct that conditions exist in
27 Watsonville High School in Watsonville as they have alleged, and
28 if they are also correct that such conditions result in depriving

1 students at said school, including plaintiff Manuel V. Ortiz, of
2 a basic education, or of basic educational opportunities equal to
3 those received by children in other schools, then the Pajaro
4 Valley Unified School District has violated its duties and
5 obligations under applicable statutes and regulations, including
6 without limitation California Code of Education sections 17576,
7 60045, 60119, 60411, and 60500, and Title 5 of the California
8 Code of Regulations section 631, and its duties and obligations
9 under the laws and under the Constitution of California. Cal.
10 Educ. Code §§ 35290, 35293.

11 109. The Pajaro Valley Unified School District has the
12 power and ability to correct each of the conditions of which
13 plaintiffs complain.

14 110. To the extent plaintiffs are correct that
15 conditions exist in Watsonville High School in Watsonville such
16 as they have alleged, which conditions result in depriving
17 students at that school, including plaintiff Manuel V. Ortiz, of
18 a basic education, or of basic educational opportunities equal to
19 those received by children in other schools, the Pajaro Valley
20 Unified School District has a mandatory and non-discretionary
21 duty to correct such conditions. Unless restrained and enjoined
22 by order of this Court, the Pajaro Valley Unified School District
23 will not correct such conditions, but will fail and refuse to do
24 so.

25 111. Cross-complainant is without an adequate remedy at
26 law.

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**NINTH CAUSE OF ACTION FOR
SPECIFIC RELIEF AND INJUNCTION**

(Against Cross-Defendant Fresno Unified School District)

112. The allegations of paragraphs 1, 10, and 20 are realleged and incorporated herein by reference, as though fully set forth.

113. With respect to the Morris E. Dailey Elementary School in Fresno, which is operated by the Fresno Unified School District, plaintiffs allege:

149. Plaintiffs Maria Imperatrice, Catherine Fipps, Jason Fipps and Axel Fipps attend Morris E. Dailey Elementary School in Fresno. At Dailey, students do not have books they can take home for homework. The teachers are supplied only 500 sheets of paper per month to use to make copies, so teachers do not have enough paper to make copies for children to take home for homework every night. In addition to missing books and copy paper, classes also are missing basic supplies such as pencils and erasers. Parents buy such supplies, including paper, for the school so their children will not lack basic learning tools.

150. One of the school bathrooms is locked all day, every day, so there are not enough open bathrooms available for children's use. Children

1 have urinated or defecated on themselves at
2 school because toilets were locked when they
3 needed to use the restroom.
4

5 151. Classroom temperatures fluctuate between
6 very cold and very hot, depending on temperature
7 outside. Classrooms do not have functioning air
8 conditioning and heating systems.
9

10 . . .

11 114. Plaintiffs allege that the conditions which they
12 allege exist at Morris E. Dailey Elementary School in Fresno
13 deprive students attending that elementary school, including
14 plaintiffs Maria Imperatrice, Catherine Fipps, Jason Fipps, and
15 Axel Fipps, of the opportunity to obtain a basic education in
16 violation of Article IX, Sections 1 and 5 of the California
17 Constitution, and also deprive those students of basic
18 educational opportunities equal to those that children in other
19 schools receive.

20 115. The Fresno Unified School District is the agent of
21 the State of California for purposes of providing a public school
22 education to children within its jurisdiction, to the extent
23 defined by the Supreme Court of California in Butt v. State of
24 California, 4 Cal. 4th 668 (1992), and similar cases. In
25 carrying out its duties, the Fresno Unified School District is
26 required to comply with applicable laws and regulations
27 promulgated by the Legislature and various agencies and
28 departments of the State of California, and is required to comply

1 with the Constitution of California and the Constitution of the
2 United States. Cal. Educ. Code § 35290. The State of California
3 has a direct interest in ensuring that the Fresno Unified School
4 District complies with its duties and obligations in this regard
5 since, under Butt, the State may be required in certain
6 circumstances to act where the Fresno Unified School District has
7 failed. In this case, plaintiffs seek to impose just such an
8 obligation on the State; the State accordingly has a direct
9 financial and governmental interest in making sure that the
10 Fresno Unified School District has properly carried out the
11 duties and obligations imposed upon it by the Legislature and the
12 Constitution.

13 116. If plaintiffs are correct that conditions exist in
14 Morris E. Dailey Elementary School in Fresno as they have
15 alleged, and if they are also correct that such conditions result
16 in depriving students at said school, including plaintiffs Maria
17 Imperatrice, Catherine Fipps, Jason Fipps, and Axel Fipps, of a
18 basic education, or of basic educational opportunities equal to
19 those received by children in other schools, then the Fresno
20 Unified School District has violated its duties and obligations
21 under applicable statutes and regulations, including without
22 limitation California Code of Education sections 17576, 38118,
23 60119, and 60411, and Title 5 of the California Code of
24 Regulations section 631, and its duties and obligations under the
25 laws and under the Constitution of California. Cal. Educ. Code
26 §§ 35290, 35293.

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1 117. The Fresno Unified School District has the power
2 and ability to correct each of the conditions of which plaintiffs
3 complain.

4 118. To the extent plaintiffs are correct that
5 conditions exist in Morris E. Dailey Elementary School in Fresno
6 such as they have alleged, which conditions result in depriving
7 students at that school, including plaintiffs Maria Imperatrice,
8 Catherine Fipps, Jason Fipps, and Axel Fipps, of a basic
9 education, or of basic educational opportunities equal to those
10 received by children in other schools, the Fresno Unified School
11 District has a mandatory and non-discretionary duty to correct
12 such conditions. Unless restrained and enjoined by order of this
13 Court, the Fresno Unified School District will not correct such
14 conditions, but will fail and refuse to do so.

15 119. Cross-complainant is without an adequate remedy at
16 law.

17
18 **TENTH CAUSE OF ACTION FOR**
19 **SPECIFIC RELIEF AND INJUNCTION**

20 **(Against Cross-Defendant Visalia Unified School District)**

21 120. The allegations of paragraphs 1, 11, and 20 are
22 realleged and incorporated herein by reference, as though fully
23 set forth.

24 121. With respect to the Redwood High School in
25 Visalia, which is operated by the Visalia Unified School
26 District, plaintiffs allege:
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154. Plaintiff Heidi Karnes attends school at Redwood High School in Visalia. At Redwood, many of the classrooms do not have heat or air conditioning. In winter, students have to wear extra layers of clothing to keep warm in class. In the fall and spring, classroom temperatures reach as high as 93 degrees and students are uncomfortably hot during their classes. Teachers have told parents that students do not learn for weeks at a time because of the extreme heat in the classrooms.

155. Light fixtures in some classrooms are so old that when it rains water flows through the light fixtures. Some of the classrooms and hallways have such poor lighting that students have to strain to see and to read.

122. Plaintiffs allege that the conditions which they allege exist at Redwood High School in Visalia deprive students attending that high school, including plaintiff Heidi Karnes, of the opportunity to obtain a basic education in violation of Article IX, Sections 1 and 5 of the California Constitution, and also deprive those students of basic educational opportunities equal to those that children in other schools receive.

123. With respect to the Mount Whitney High School in Visalia, which is operated by the Visalia Unified School District, plaintiffs allege:

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156. Plaintiff Jeffrey D. Seals attends school at Mount Whitney High School in Visalia. At Mount Whitney, students do not have textbooks to use in some English classes. Many textbooks in use at the school are so old and outdated that they were published in the 1970s. Students cannot take even these books home for homework in many of their classes because the school does not have enough books for all the students.

. . . .

158. The school only has three bathrooms for boys and three bathrooms for girls, with four stalls in each bathroom, in a school with approximately 2000 students. Students have to wait in long lines to use the bathrooms during break periods and during lunch because the school has only one stall for approximately every 80 girls and for approximately every 80 boys.

159. Ceiling material is missing and falling in the band room, and the ceiling leaks on the saxophone section on rainy days.

160. One of the portable classrooms at Mount Whitney has mushrooms and fungus growing inside it.

1 124. Plaintiffs allege that the conditions which they
2 allege exist at Mount Whitney High School in Visalia deprive
3 students attending that high school, including plaintiff Jeffrey
4 D. Seals, of the opportunity to obtain a basic education in
5 violation of Article IX, Sections 1 and 5 of the California
6 Constitution, and also deprive those students of basic
7 educational opportunities equal to those that children in other
8 schools receive.

9 125. The Visalia Unified School District is the agent
10 of the State of California for purposes of providing a public
11 school education to children within its jurisdiction, to the
12 extent defined by the Supreme Court of California in Butt v.
13 State of California, 4 Cal. 4th 668 (1992), and similar cases.
14 In carrying out its duties, the Visalia Unified School District
15 is required to comply with applicable laws and regulations
16 promulgated by the Legislature and various agencies and
17 departments of the State of California, and is required to comply
18 with the Constitution of California and the Constitution of the
19 United States. Cal. Educ. Code § 35290. The State of California
20 has a direct interest in ensuring that the Visalia Unified School
21 District complies with its duties and obligations in this regard
22 since, under Butt, the State may be required in certain
23 circumstances to act where the Visalia Unified School District
24 has failed. In this case, plaintiffs seek to impose just such an
25 obligation on the State; the State accordingly has a direct
26 financial and governmental interest in making sure that the
27 Visalia Unified School District has properly carried out the
28

1 duties and obligations imposed upon it by the Legislature and the
2 Constitution.

3 126. If plaintiffs are correct that conditions exist in
4 Redwood High School in Visalia as they have alleged, and if they
5 are also correct that such conditions result in depriving
6 students at said school, including plaintiff Heidi Karnes, of a
7 basic education, or of basic educational opportunities equal to
8 those received by children in other schools, then the Visalia
9 Unified School District has violated its duties and obligations
10 under applicable statutes and regulations, including without
11 limitation California Code of Education sections 17366, 17565,
12 and 17593, and Title 5 of the California Code of Regulations
13 section 630, and its duties and obligations under the laws and
14 under the Constitution of California. Cal. Educ. Code §§ 35290,
15 35293.

16 127. If plaintiffs are correct that conditions exist in
17 Mount Whitney High School in Visalia as they have alleged, and if
18 they are also correct that such conditions result in depriving
19 students at said school, including plaintiff Jeffrey D. Seals, of
20 a basic education, or of basic educational opportunities equal to
21 those received by children in other schools, then the Visalia
22 Unified School District has violated its duties and obligations
23 under applicable statutes and regulations, including without
24 limitation California Code of Education sections 17366, 17565,
25 17576, 17593, 60045, 60119, 60411, and 60500, and Title 5 of the
26 California Code of Regulations sections 630 and 631, and its
27 duties and obligations under the laws and under the Constitution
28 of California. Cal. Educ. Code §§ 35290, 35293.

1 128. The Visalia Unified School District has the power
2 and ability to correct each of the conditions of which plaintiffs
3 complain.

4 129. To the extent plaintiffs are correct that
5 conditions exist in Redwood High School or Mount Whitney High
6 School in Visalia such as they have alleged, which conditions
7 result in depriving students at those schools, including
8 plaintiffs Heidi Karnes and/or Jeffrey D. Seals, of a basic
9 education, or of basic educational opportunities equal to those
10 received by children in other schools, the Visalia Unified School
11 District has a mandatory and non-discretionary duty to correct
12 such conditions. Unless restrained and enjoined by order of this
13 Court, the Visalia Unified School District will not correct such
14 conditions, but will fail and refuse to do so.

15 130. Cross-complainant is without an adequate remedy at
16 law.

17
18 **ELEVENTH CAUSE OF ACTION FOR**
19 **SPECIFIC RELIEF AND INJUNCTION**

20 **(Against Cross-Defendant Merced City Elementary School District)**

21 131. The allegations of paragraphs 1, 12, and 20 are
22 realleged and incorporated herein by reference, as though fully
23 set forth herein.

24 132. With respect to the Tenaya Middle School in
25 Merced, which is operated by the Merced City Elementary School
26 District, plaintiffs allege:

1 161. Plaintiff Theresa Ensminger attends Tenaya
2 Middle School in Merced. At Tanaya, students are
3 required to pay fees to take band and cooking
4 courses and to plan on some athletic teams.
5

6 133. Plaintiffs allege that the conditions which they
7 allege exist at Tenaya Middle School in Merced deprive students
8 attending that middle school, including plaintiff Theresa
9 Ensminger, of the opportunity to obtain a basic education in
10 violation of Article IX, Sections 1 and 5 of the California
11 Constitution, and also deprive those students of basic
12 educational opportunities equal to those that children in other
13 schools receive.

14 134. The Merced City Elementary School District is the
15 agent of the State of California for purposes of providing a
16 public school education to children within its jurisdiction, to
17 the extent defined by the Supreme Court of California in Butt v.
18 State of California, 4 Cal. 4th 668 (1992), and similar cases.
19 In carrying out its duties, the Merced City Elementary School
20 District is required to comply with applicable laws and
21 regulations promulgated by the Legislature and various agencies
22 and departments of the State of California, and is required to
23 comply with the Constitution of California and the Constitution
24 of the United States. Cal. Educ. Code § 35290. The State of
25 California has a direct interest in ensuring that the Merced City
26 Elementary School District complies with its duties and
27 obligations in this regard since, under Butt, the State may be
28 required in certain circumstances to act where the Merced City

1 Elementary School District has failed. In this case, plaintiffs
2 seek to impose just such an obligation on the State; the State
3 accordingly has a direct financial and governmental interest in
4 making sure that the Merced City Elementary School District has
5 properly carried out the duties and obligations imposed upon it
6 by the Legislature and the Constitution.

7 135. If plaintiffs are correct that conditions exist in
8 Tenaya Middle School in Merced as they have alleged, and if they
9 are also correct that such conditions result in depriving
10 students at said school, including plaintiff Theresa Ensminger,
11 of a basic education, or of basic educational opportunities equal
12 to those received by children in other schools, then the Merced
13 City Elementary School District has violated its duties and
14 obligations under applicable statutes and regulations, and its
15 duties and obligations under the laws and under the Constitution
16 of California. Cal. Educ. Code §§ 35290, 35293.

17 136. The Merced City Elementary School District has the
18 power and ability to correct each of the conditions of which
19 plaintiffs complain.

20 137. To the extent plaintiffs are correct that
21 conditions exist in Tenaya Middle School in Merced such as they
22 have alleged, which conditions result in depriving students at
23 that school, including plaintiff Theresa Ensminger, of a basic
24 education, or of basic educational opportunities equal to those
25 received by children in other schools, the Merced City Elementary
26 School District has a mandatory and non-discretionary duty to
27 correct such conditions. Unless restrained and enjoined by order
28

1 of this Court, the Merced City Elementary School District will
2 not correct such conditions, but will fail and refuse to do so.

3 138. Cross-complainant is without an adequate remedy at
4 law.

5
6 **TWELFTH CAUSE OF ACTION FOR**
7 **SPECIFIC RELIEF AND INJUNCTION**

8 **(Against Alhambra City Elementary School District)**

9 139. The allegations of paragraphs 1, 13, and 20 are
10 realleged and incorporated herein by reference, as though fully
11 set forth.

12 140. With respect to the Brightwood Elementary School
13 in Monterey Park, which is operated by the Alhambra City
14 Elementary School District, plaintiffs allege:

15
16 162. Plaintiffs Kelsey Gin and Alexander Nobori
17 attend Brightwood Elementary School in Monterey
18 Park. At Brightwood, many classrooms have no air
19 conditioning. For one third of the school year,
20 classroom temperatures in the rooms without air
21 conditioning become extremely hot, reaching as
22 high as 110 degrees.

23
24 163. The school does not have enough books for
25 all the students. In one science class during
26 the 1999-2000 school year, the teacher had no
27 science books at the beginning of the year and
28 ultimately obtained only approximately ten books

1 for his class of more than 30 students. The
2 history books in use at the school still name
3 George Bush as the current President of the
4 United States.

5
6 164. Bathrooms at the school are filthy and
7 students are reluctant to use them. Students
8 must choose: concentrate on their bladders
9 instead of their studies or face health risks by
10 using school restrooms.

11
12 141. Plaintiffs allege that the conditions which they
13 allege exist at Brightwood Elementary School in Monterey Park
14 deprive students attending that elementary school, including
15 plaintiffs Kelsey Gin and Alexander Nobori, of the opportunity to
16 obtain a basic education in violation of Article IX, Sections 1
17 and 5 of the California Constitution, and also deprive those
18 students of basic educational opportunities equal to those that
19 children in other schools receive.

20 142. The Alhambra City Elementary School District is
21 the agent of the State of California for purposes of providing a
22 public school education to children within its jurisdiction, to
23 the extent defined by the Supreme Court of California in Butt v.
24 State of California, 4 Cal. 4th 668 (1992), and similar cases.
25 In carrying out its duties, the Alhambra City Elementary School
26 District is required to comply with applicable laws and
27 regulations promulgated by the Legislature and various agencies
28 and departments of the State of California, and is required to

1 comply with the Constitution of California and the Constitution
2 of the United States. Cal. Educ. Code § 35290. The State of
3 California has a direct interest in ensuring that the Alhambra
4 City Elementary School District complies with its duties and
5 obligations in this regard since, under Butt, the State may be
6 required in certain circumstances to act where the Alhambra City
7 Elementary School District has failed. In this case, plaintiffs
8 seek to impose just such an obligation on the State; the State
9 accordingly has a direct financial and governmental interest in
10 making sure that the Alhambra City Elementary School District has
11 properly carried out the duties and obligations imposed upon it
12 by the Legislature and the Constitution.

13 143. If plaintiffs are correct that conditions exist in
14 Brightwood Elementary School in Monterey Park as they have
15 alleged, and if they are also correct that such conditions result
16 in depriving students at said school, including plaintiffs Kelsey
17 Gin and Alexander Nobari, of a basic education, or of basic
18 educational opportunities equal to those received by children in
19 other schools, then the Alhambra City Elementary School District
20 has violated its duties and obligations under applicable statutes
21 and regulations, including without limitation California Code of
22 Education sections 17576, 60045, 60119, 60411, and 60500, and
23 Title 5 of the California Code of Regulations sections 630 and
24 631, and its duties and obligations under the laws and under the
25 Constitution of California. Cal. Educ. Code §§ 35290, 35293.

26 144. The Alhambra City Elementary School District has
27 the power and ability to correct each of the conditions of which
28 plaintiffs complain.

1 145. To the extent plaintiffs are correct that
2 conditions exist in Brightwood Elementary School in Monterey Park
3 such as they have alleged, which conditions result in depriving
4 students at that school, including plaintiffs Kelsey Gin and
5 Alexander Nobari, of a basic education, or of basic educational
6 opportunities equal to those received by children in other
7 schools, the Alhambra City Elementary School District has a
8 mandatory and non-discretionary duty to correct such conditions.
9 Unless restrained and enjoined by order of this Court, the
10 Alhambra City Elementary School District will not correct such
11 conditions, but will fail and refuse to do so.

12 146. Cross-complainant is without an adequate remedy at
13 law.

14
15 **THIRTEENTH CAUSE OF ACTION FOR**
16 **SPECIFIC RELIEF AND INJUNCTION**
17 **(Against Cross-Defendant Alhambra City High School District)**

18 147. The allegations of paragraphs 1, 14 and 20 are
19 realleged and incorporated herein by reference, as though fully
20 set forth.

21 148. With respect to the Mark Keppel High School in
22 Alhambra, which is operated by the Alhambra City High School
23 District, plaintiffs allege:

24
25 165. Plaintiffs Kenny Yee, Tiffany Gin, John
26 Nobori, and Nicholas Nobori attend Mark Keppel
27 High School in Alhambra. The economics textbook
28 in use at Mark Keppel was last updated in 1986.

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An advanced-placement literature text used at the school was last updated in the 1960s. The school does not have enough novels and short-story collections for all English courses at the same level to use the same books at the same time. Instead, students in one class must lose instructional time waiting until students in another class finish a book before students in the first class may begin reading the book.

166. Gym ceiling tiles are missing and fall when students are playing sports or attending school dances in the gym. Approximately one third of the seats in the auditorium are missing, so students have to stand during school assemblies.

167. Mark Keppel does not have enough bathrooms to accommodate all the students at school. In the boys' bathroom in the main building, none of the stalls has a door. There are only approximately 15 stalls for boys and 23 stalls for girls in the entire school. . . .

168. Temperatures have reached as high as 120 degrees in a class taught in a corrugated metal shed. Temperatures in other classrooms regularly reach as high as 90 degrees.

1 149. Plaintiffs allege that the conditions which they
2 allege exist at Mark Keppel High School in Alhambra deprive
3 students attending that high school, including plaintiffs Kenny
4 Yee, Tiffany Gin, John Nobori, and Nicholas Nobori, of the
5 opportunity to obtain a basic education in violation of Article
6 IX, Sections 1 and 5 of the California Constitution, and also
7 deprive those students of basic educational opportunities equal
8 to those that children in other schools receive.

9 150. The Alhambra City High School District is the
10 agent of the State of California for purposes of providing a
11 public school education to children within its jurisdiction, to
12 the extent defined by the Supreme Court of California in Butt v.
13 State of California, 4 Cal. 4th 668 (1992), and similar cases.
14 In carrying out its duties, the Alhambra City High School
15 District is required to comply with applicable laws and
16 regulations promulgated by the Legislature and various agencies
17 and departments of the State of California, and is required to
18 comply with the Constitution of California and the Constitution
19 of the United States. Cal. Educ. Code § 35290. The State of
20 California has a direct interest in ensuring that the Alhambra
21 City High School District complies with its duties and
22 obligations in this regard since, under Butt, the State may be
23 required in certain circumstances to act where the Alhambra City
24 High School District has failed. In this case, plaintiffs seek
25 to impose just such an obligation on the State; the State
26 accordingly has a direct financial and governmental interest in
27 making sure that the Alhambra City High School District has
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1 properly carried out the duties and obligations imposed upon it
2 by the Legislature and the Constitution.

3 151. If plaintiffs are correct that conditions exist in
4 Mark Keppel High School in Alhambra as they have alleged, and if
5 they are also correct that such conditions result in depriving
6 students at said school, including plaintiffs Kenny Yee, Tiffany
7 Gin, John Nobori, and Nicholas Nobori, of a basic education, or
8 of basic educational opportunities equal to those received by
9 children in other schools, then the Alhambra City High School
10 District has violated its duties and obligations under applicable
11 statutes and regulations, including without limitation California
12 Code of Education sections 17366, 17565, 17576, 17593, 60045,
13 60119, 60411, and 60500, and Title 5 of the California Code of
14 Regulations sections 630 and 631, and its duties and obligations
15 under the laws and under the Constitution of California. Cal.
16 Educ. Code §§ 35290, 35293.

17 152. The Alhambra City High School District has the
18 power and ability to correct each of the conditions of which
19 plaintiffs complain.

20 153. To the extent plaintiffs are correct that
21 conditions exist in Mark Keppel High School in Alhambra such as
22 they have alleged, which conditions result in depriving students
23 at that school, including plaintiffs Kenny Yee, Tiffany Gin, John
24 Nobori, and Nicholas Nobori, of a basic education, or of basic
25 educational opportunities equal to those received by children in
26 other schools, the Alhambra City High School District has a
27 mandatory and non-discretionary duty to correct such conditions.
28 Unless restrained and enjoined by order of this Court, the

1 Alhambra City High School District will not correct such
2 conditions, but will fail and refuse to do so.

3 154. Cross-complainant is without an adequate remedy at
4 law.

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6

FOURTEENTH CAUSE OF ACTION FOR

7

SPECIFIC RELIEF AND INJUNCTION

8

(Against Los Angeles Unified School District)

9 155. The allegations of paragraphs 1, 15, and 20 are
10 realleged and incorporated herein by reference, as though fully
11 set forth.

12 156. With respect to the Belmont Senior High School in
13 Los Angeles, which is operated by the Los Angeles Unified School
14 District, plaintiffs allege:

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202. Plaintiff Hilda Oliva attends Belmont
17 Senior High School in Los Angeles

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203. At Belmont, students do not have books to
use in class or to take home for homework in some
classes. The school limits the number of
photocopies teachers can make, and teachers often
reach their limit well before semesters end
because these teachers have no textbooks to use
for their students and so they must copy large
quantities of material.

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204. Students often cannot perform lab experiments in science classes because the school does not have enough material for the experiments.

205. Some classrooms are missing ceiling tiles, and the roof leaks in some classes.

206. Belmont is on a year-round, multitrack schedule. The school divides students into three separate tracks, with two tracks on campus at any given time. Belmont students receive approximately 20 fewer days of instruction each year than do students who do not attend multitrack schools. Students cover less material in their classes than they would cover if they attended school for more days because teachers cannot make up the missed days with extra homework. In addition, the multitrack scheduling means that no school time exists during which no students attend school, so it is difficult and sometimes impossible for the school to perform maintenance and repair without impeding children's education.

157. Plaintiffs allege that the conditions which they allege exist at Belmont Senior High School in Los Angeles deprive students attending that high school, including plaintiff Hilda

1 Oliva, of the opportunity to obtain a basic education in
2 violation of Article IX, Sections 1 and 5 of the California
3 Constitution, and also deprive those students of basic
4 educational opportunities equal to those that children in other
5 schools receive.

6 158. With respect to the Berendo Middle School in Los
7 Angeles, which is operated by the Los Angeles Unified School
8 District, plaintiffs allege:

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10 174. Plaintiffs Jose Negrete, Jose Valencia, and
11 Hanover Mares attend Berendo Middle School in Los
12 Angeles. At Berendo, students watch movies
13 instead of receiving instruction in some of their
14 classes. Some students have seen 20 or more
15 noneducational movies in school this year,
16 including The Blair Witch Project, Scream, and
17 The Sixth Sense.

18

19 175. Students do not have textbooks for many of
20 their classes. In some English and history
21 classes, students have no books at all, not even
22 books to use in class. Some students take
23 instruction in only one class-math-for which they
24 use a textbook.

25

26 159. Plaintiffs allege that the conditions which they
27 allege exist at Berendo Middle School in Los Angeles deprive
28 students attending that middle school, including plaintiffs Jose

1 Negrete, Jose Valencia, and Hanover Mares, of the opportunity to
2 obtain a basic education in violation of Article IX, Sections 1
3 and 5 of the California Constitution, and also deprive those
4 students of basic educational opportunities equal to those that
5 children in other schools receive.

6 160. With respect to the Bret Harte Preparatory
7 Intermediate School in Los Angeles, which is operated by the Los
8 Angeles Unified School District, plaintiffs allege:

9

10 184. Plaintiff Maria Muñiz attends Bret Harte
11 Preparatory Intermediate School in Los Angeles.
12 At Bret Harte, students see rats, mice, roaches,
13 and ants in the classrooms.

14

15 185. Students cannot take books home for
16 homework in many classes, including history and
17 English classes, because the school does not have
18 enough books for all the students. In addition,
19 some students have to share books during class
20 time because the school does not have enough
21 books even for students to use in class.

22

23 186. Students have to sit on tables or stand in
24 some classes for weeks without relief because
25 Bret Harte does not have enough seats for all the
26 students in all the classes.

27

28

1 187. The school does not have enough supplies
2 for students to perform science experiments
3 themselves. Science teachers require students to
4 bring money to buy worms or insects for
5 dissection, and if students do not purchase the
6 worms and insects then the students cannot
7 perform dissections.

8
9 188. The school keeps open only two of the eight
10 bathrooms, so students do not have enough
11 bathrooms to use at school. The bathrooms that
12 are open are filthy.

13
14 189. Ceiling tiles are missing from several
15 classrooms. In addition, ceiling tiles have
16 fallen when students are in classrooms, making it
17 dangerous for students to sit in their classes.

18
19 190. The school operates on a year-round,
20 multitrack schedule, dividing its students into
21 three separate tracks, with two tracks at school
22 at any given time. Students receive
23 approximately 20 fewer days of instruction each
24 year than do students who do not attend
25 multitrack schools. Students cover less material
26 in their classes than they would cover if they
27 attended school for more days because teachers
28 cannot make up the missed days with extra

1 homework. In addition, the multitrack scheduling
2 means that no school time exists during which no
3 students attend school, so it is difficult and
4 sometimes impossible for the school to perform
5 maintenance and repair without impeding
6 children's education.

7
8 161. Plaintiffs allege that the conditions which they
9 allege exist at Bret Harte Preparatory Intermediate School in Los
10 Angeles deprive students attending that school, including
11 plaintiff Maria Muñiz, of the opportunity to obtain a basic
12 education in violation of Article IX, Sections 1 and 5 of the
13 California Constitution, and also deprive those students of basic
14 educational opportunities equal to those that children in other
15 schools receive.

16 162. With respect to the Cahuenga Elementary School in
17 Los Angeles, which is operated by the Los Angeles Unified School
18 District, plaintiffs allege:

19
20 169. Plaintiffs Oscar Ruiz, Josue Herrera,
21 Abraham Perez, Carlos Perez, Juan Salguero,
22 Graciela Solano, Rafael Solano, and Samuel
23 Tellechea attend Cahuenga Elementary School in Los
24 Angeles; Plaintiff Jonathan Tellechea resides in
25 the Cahuenga Elementary School area but is bussed
26 to another school because Cahuenga has no room
27 for him. At Cahuenga, overcrowding is so severe
28 that the school has resorted to a three-track

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schedule for student attendance, such that two tracks of students attend school at any given time. The multitrack scheduling means that no school time exists when the school is vacant, so it is difficult and sometimes impossible for the school to perform maintenance and repair without impeding children's education. In addition, the school houses approximately 1297 students, but another 1300 elementary school children are bussed to schools in other neighborhoods every day because Cahuenga has no room for them.

170. Children at Cahuenga have no books to take home and are missing many school supplies. Parents have purchased crayons, glue, scissors, and pencils to provide the school so their children may have supplies to use to learn.

. . . .

172. The school does not have enough bathrooms available to the children. Two of the school's three sets of bathrooms are almost always closed so the children cannot go inside. The bathroom that is most often open to children is filthy and lacks toilet paper and soap.

1 173. The cafeteria area where children eat is
2 filthy. Parents have seen custodial staff wipe
3 the tables with mops the custodians have used to
4 clean the floors.

5
6 163. Plaintiffs allege that the conditions which they
7 allege exist at Cahuenga Elementary School in Los Angeles deprive
8 students attending that elementary school, including plaintiffs
9 Oscar Ruiz, Josue Herrera, Abraham Perez, Carlos Perez, Juan
10 Salguero, Graciela Solano, Rafael Solano, and Samuel Tellechea,
11 of the opportunity to obtain a basic education in violation of
12 Article IX, Sections 1 and 5 of the California Constitution, and
13 also deprive those students of basic educational opportunities
14 equal to those that children in other schools receive.

15 164. With respect to the Crenshaw Senior High School in
16 Los Angeles, which is operated by the Los Angeles Unified School
17 District, plaintiffs allege:

18
19 207. Plaintiffs Delwin Lampkin and D'Andre
20 Lampkin attend school at Crenshaw Senior High
21 School in Los Angeles. At Crenshaw, students
22 regularly see rats, mice, and roaches in their
23 classrooms and in the locker rooms.

24
25 208. In several classes at the school, as many
26 as ten students have to stand in class or sit on
27 counters because they do not have enough seats
28 for all the students in their classes. These

1 students use hard objects, such as stray boards,
2 on which to write because they do not have desks.

3
4 209. Students cannot take books home for
5 homework in many classes, and in some classes
6 students do not have any books at all because the
7 school does not have enough books for all the
8 students. In the classes for which students do
9 not have textbooks, they have to rely on
10 photocopied packets from their teachers.

11
12 165. Plaintiffs allege that the conditions which they
13 allege exist at Crenshaw High School in Los Angeles deprive
14 students attending that high school, including plaintiffs Delwin
15 Lampkin and D'Andre Lampkin, of the opportunity to obtain a basic
16 education in violation of Article IX, Sections 1 and 5 of the
17 California Constitution, and also deprive those students of basic
18 educational opportunities equal to those that children in other
19 schools receive.

20 166. With respect to the Daniel Webster Middle School
21 in Los Angeles, which is operated by the Los Angeles Unified
22 School District, plaintiffs allege:

23
24 182. Plaintiff Flor Osorio attends Daniel
25 Webster Middle School in Los Angeles. At Daniel
26 Webster many students do not have sufficient
27 books to use in class or take home, particularly
28 in science classes. Some students have not had

1 science homework in two years because of the
2 shortage of books.

3
4 183. The school does not have enough bathrooms
5 for the students' use. Two of the bathrooms at
6 the school are locked every day all day, so
7 students cannot use them. The girls' bathrooms
8 that are open are generally filthy and smell
9 foul.

10
11 167. Plaintiffs allege that the conditions which they
12 allege exist at Daniel Webster Middle School in Los Angeles
13 deprive students attending that middle school, including
14 plaintiff Flor Osorio, of the opportunity to obtain a basic
15 education in violation of Article IX, Sections 1 and 5 of the
16 California Constitution, and also deprive those students of basic
17 educational opportunities equal to those that children in other
18 schools receive.

19 168. With respect to the George Washington Carver
20 Middle School in Los Angeles, which is operated by the Los
21 Angeles Unified School District, plaintiffs allege:

22
23 176. Plaintiffs Daniel Pastor and Francisco
24 Tenorio attend George Washington Carver Middle
25 School in Los Angeles. At Carver, students have
26 to share books with each other in class because
27 teachers do not even have one full class set of
28 books.

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177. Students have seen rats in several classrooms during class sessions.

178. School computers cannot access the Internet. Students can only use the computers for word processing, but they cannot do any computer-based research.

169. Plaintiffs allege that the conditions which they allege exist at George Washington Carver Middle School in Los Angeles deprive students attending that middle school, including plaintiffs Daniel Pastor and Francisco Tenorio, of the opportunity to obtain a basic education in violation of Article IX, Sections 1 and 5 of the California Constitution, and also deprive those students of basic educational opportunities equal to those that children in other schools receive.

170. With respect to the Gulf Avenue Elementary School in Wilmington, which is operated by the Los Angeles Unified School District, plaintiffs allege:

242. Plaintiffs Erika Hernandez, Ruth Mata, and Sonya Mata attend school at Gulf Avenue Elementary School in Wilmington. Gulf has a severe shortage of textbooks. Students do not have enough books to use in class and cannot take books home for homework in many classes. The books the students have to use are so old and dilapidated that pages are missing from many of

1 the books and students cannot follow along with
2 their lessons in class because they do not have
3 the corresponding pages in their textbooks.
4

5 243. The school is on a year-round, multitrack
6 schedule, with students divided among three
7 tracks and with two tracks on campus at any given
8 time. Students receive approximately 20 fewer
9 school days of instruction each year than do
10 students who do not attend multitrack schools.
11 Students cover less material in their classes
12 than they would cover if they attended school for
13 more days because teachers cannot make up the
14 missed days with extra homework. In addition,
15 the multitrack scheduling means that no school
16 time exists during which no students attend
17 school, so it is difficult and sometimes
18 impossible for the school to perform maintenance
19 and repair without impeding children's education.

20

21 245. The school often has unfilled teacher
22 vacancies when new school terms begin. Students
23 take instruction from a series of short-term
24 substitute teachers while they wait for the
25 school to fill the teacher vacancies. Students
26 sometimes must wait months before they have a
27 permanent teacher, and in the meantime students
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have as many as five different substitute teachers in a single month.

246. Students see rats, rat droppings, roaches, and ants in their classrooms.

247. The school requires students to pick up trash around the school during their instructional time. Classes rotate weeks when they must clean the school, and when it is a class' turn, the class must spend five minutes of their reading time picking up such items as beer bottles, used condoms, broken glass, cigarette butts, and bullets.

171. Plaintiffs allege that the conditions which they allege exist at Gulf Avenue Elementary School in Wilmington deprive students attending that elementary school, including plaintiffs Erika Hernandez, Ruth Mata, and Sonya Mata, of the opportunity to obtain a basic education in violation of Article IX, Sections 1 and 5 of the California Constitution, and also deprive those students of basic educational opportunities equal to those that children in other schools receive.

172. With respect to the Huntington Park Senior High School in Huntington Park, which is operated by the Los Angeles Unified School District, plaintiffs allege:

1 239. Huntington Park High is a year-round,
2 multitrack school. The school divides students
3 into three separate tracks, with two tracks at
4 school at any given time. Students receive
5 approximately 20 fewer school days of instruction
6 each year than do students who do not attend
7 multitrack schools. Students cover less material
8 in their classes than they would cover if they
9 attended school for more days because teachers
10 cannot make up the missed days with extra
11 homework. In addition, the multitrack scheduling
12 means that no school time exists when the school
13 is vacant, so it is difficult and sometimes
14 impossible for the school to perform maintenance
15 and repair without impeding children's education.

16
17 240. Many extracurricular activities and academic
18 courses at the school are offered only on one
19 track, so students on the other tracks cannot
20 take the courses or participate in the
21 extracurricular activities. For example,
22 advanced placement chemistry, advanced placement
23 calculus, psychology, sewing, and band are only
24 offered on A track, and drafting is only offered
25 on C track. In addition, sports teams must
26 practice and play games during their seasons, so
27 students who are off track during particular
28

1 athletic seasons have difficulty participating in
2 the activities.

3
4 241. Students regularly see rats, mice, and
5 roaches on campus and in the classrooms.

6
7 173. Plaintiffs allege that the conditions which they
8 allege exist at Huntington Park Senior High School in Huntington
9 Park deprive students attending that high school, including
10 plaintiffs Lizette Ruiz and Geyman Hernandez, of the opportunity
11 to obtain a basic education in violation of Article IX, Sections
12 1 and 5 of the California Constitution, and also deprive those
13 students of basic educational opportunities equal to those that
14 children in other schools receive.

15 174. With respect to the John C. Fremont Senior High
16 School in Los Angeles, which is operated by the Los Angeles
17 Unified School District, plaintiffs allege:

18
19 218. Plaintiffs Cindy Diego and Glauz Diego
20 attend John C. Fremont Senior High School in Los
21 Angeles. At Fremont, as many as three students
22 must share a single book during class time in
23 some classes because the school does not have
24 enough books for all the students. The students
25 who share books in class cannot take books home
26 for homework. Students in many other classes
27 also cannot take books home for homework, even if
28 they were able to use books without sharing

1 during class time. These students take home
2 incomplete worksheets and photocopied lessons,
3 but they cannot refer to explanatory and
4 background information at home because they do
5 not have books. Students in some classes do not
6 have any books at all. The books the students do
7 have to use in school are often old and tattered,
8 with pages missing and covers falling apart.

9
10 219. Students in many classes have to stand in
11 class because the school does not have enough
12 seats for all the students in all the classes.

13
14 220. The school does not offer enough courses
15 for all the students. During the 1999-2000
16 school year, the school offered no courses at all
17 for the final period of the day because the
18 school did not have enough courses to support all
19 the students. In addition, many Fremont students
20 take "service" classes because academic classes
21 are not available to the students. In service
22 classes, students sit in the back of other
23 classes that they are neither auditing nor taking
24 for credit and run errands for teachers.

25
26 221. Students often do not have permanent
27 teachers for their courses when the school year
28 begins, and in some courses students never get

1 permanent teachers for an entire semester. These
2 students take instruction from a series of
3 substitutes while they wait for the school to
4 obtain permanent teachers for their classes.
5 Often, the substitute teachers who teach these
6 courses are not trained in the subjects for which
7 they substitute teach. For example, math and
8 English teachers substitute in U.S. history
9 classes. Students in one advanced placement
10 history course did not have a permanent teacher
11 during their second semester of the course until
12 approximately three weeks before the students
13 were scheduled to take their advanced placement
14 test. The students found it impossible to catch
15 up on the material they missed while they had a
16 series of short-term substitute teachers, and
17 many students did not take the advanced placement
18 test because they did not feel prepared after not
19 having had a teacher for their course.

20
21 222. Fremont operates on a year-round,
22 multitrack schedule, with students at the school
23 divided into three separate tracks and two tracks
24 on campus at any given time. Fremont students
25 receive approximately 20 fewer school days of
26 instruction each year than do students who do not
27 attend multitrack schools. Students cover less
28 material in their classes than they would cover

1 if they attended school for more days because
2 teachers cannot make up the missed days with
3 extra homework. And students do not retain as
4 much information as they would retain if they
5 were not "off track," or out of school on breaks,
6 for so many extended periods during their
7 semesters. The multitrack scheduling means that
8 no school time exists during which no students
9 attend school, so it is difficult and sometimes
10 impossible for the school to perform maintenance
11 and repair without impeding children's education.

12
13 223. Many academic electives, such as geography,
14 psychology, and science, are not offered on all
15 three tracks at the school. Students who wish to
16 take those courses do not have access to the
17 courses if they are not offered on the tracks to
18 which the school assigns the students.

19
20 224. Only one or two of the school's bathrooms
21 are open and unlocked for girls to use. Of the
22 five stalls in the one bathroom that is most
23 frequently open, one of the stalls is missing a
24 toilet and a door, so all the girls in an
25 approximately 4200-person school have only four
26 bathroom stalls available to them in that
27 bathroom. Students have to wait in long lines to
28 be able to use the toilets.

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225. Many of the classrooms at Fremont do not have air conditioning, even though the school operates on a year-round schedule. As a result, students take instruction during the extreme heat of summer in Los Angeles in stifling classrooms. Students become red-faced and unable to concentrate on their lessons because the heat in their classrooms is so intense.

226. Students frequently see rats and cockroaches at school.

175. Plaintiffs allege that the conditions which they allege exist at John C. Fremont Senior High School in Los Angeles deprive students attending that high school, including plaintiffs Cindy Diego and Glauz Diego, of the opportunity to obtain a basic education in violation of Article IX, Sections 1 and 5 of the California Constitution, and also deprive those students of basic educational opportunities equal to those that children in other schools receive.

176. With respect to the Marina del Rey Middle School in Los Angeles, which is operated by the Los Angeles Unified School District, plaintiffs allege:

179. Plaintiff Patricia Figueroa attends Marina del Rey Middle School in Los Angeles. Some classes at Marina del Rey do not have permanent

1 teachers when the school year begins and for
2 months thereafter. Students in these classes
3 receive instruction from a series of substitute
4 teachers until the school hires permanent
5 teachers for the classes.

6
7 180. The school does not have enough books for
8 all the students. In one science class, students
9 did not have textbooks during the entire second
10 semester. Students in some English and science
11 classes cannot take their textbooks home for
12 homework. Some textbooks in use at the school
13 are badly outdated and some pages are missing
14 altogether.

15
16 181. The school does not have enough open and
17 unlocked bathrooms for all students. Some of the
18 bathrooms that are open are dirty and sometimes
19 lack toilet paper.

20
21 177. Plaintiffs allege that the conditions which they
22 allege exist at Marina del Rey Middle School in Los Angeles
23 deprive students attending that middle school, including
24 plaintiff Patricia Figueroa, of the opportunity to obtain a basic
25 education in violation of Article IX, Sections 1 and 5 of the
26 California Constitution, and also deprive those students of basic
27 educational opportunities equal to those that children in other
28 schools receive.

1 178. With respect to the Robert Louis Stevenson Middle
2 School in Los Angeles, which is operated by the Los Angeles
3 Unified School District, plaintiffs allege:

4
5 191. Robert Louis Stevenson Middle School is
6 infested with mice and roaches. Teachers and
7 students see mice, mice droppings, and roaches in
8 their classrooms during class times, and they
9 estimate that the school has at least 100 mice on
10 campus.

11
12 192. Students cannot take books home for
13 homework in many classes at Stevenson, including
14 science classes. In other classes, the books
15 students use at home for homework are between
16 eight and 20 years old and also are not the same
17 editions of books used in class. Students find
18 it difficult to use these old and outdated texts
19 for homework because the texts do not parallel
20 the material students used in class.

21
22 193. The school does not fill teacher vacancies
23 in a timely manner. During the 1999-2000 school
24 year, the school had two teacher vacancies that
25 remained unfilled for half to three-quarters of
26 the school year. Students in the classes without
27 permanent teachers took instruction from a series
28 of substitute teachers.

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194. If a teacher is absent or sick, the school often does not hire a substitute teacher to replace the absent teacher.

195. Only five or six classrooms at Stevenson have Internet access, so most students at the school have no Internet access at school.

196. Most of the school bathrooms are locked, so students cannot use them. Even when all the bathrooms are open and available for student use, the school does not have enough bathrooms for all the students at the school. The school bathrooms rarely have soap or paper towels in them.

197. Some classrooms are missing as many as 25 ceiling tiles, and the ceiling tiles continue to fall during the school year. The ceilings are dangerous for students underneath them, and the school does not appear to be in process of repairing the tiles.

179. Plaintiffs allege that the conditions which they allege exist at Robert Louis Stevenson Middle School in Los Angeles deprive students attending that middle school, of the opportunity to obtain a basic education in violation of Article IX, Sections 1 and 5 of the California Constitution, and also

1 deprive those students of basic educational opportunities equal
2 to those that children in other schools receive.

3 180. With respect to the Susan Miller Dorsey Senior
4 High School in Los Angeles, which is operated by the Los Angeles
5 Unified School District, plaintiffs allege:

6
7 210. Plaintiff Maria Valle attends school at
8 Susan Miller Dorsey High School in Los Angeles.
9 Students in some classes at Dorsey have to stand
10 or sit on counters for entire semesters because
11 the school does not have enough seats for all the
12 students in their classes.

13
14 211. Students routinely see rats in their
15 classes. Teachers set rat traps in some classes,
16 and janitors take dead rats away from the traps
17 as frequently as every other day when the
18 teachers set these traps.

19
20 212. Some classes at Dorsey do not have
21 permanent teachers when the school year begins.
22 These students take instruction from a series of
23 substitute teachers for weeks until the school
24 hires a permanent teacher or a long-term
25 substitute teacher to teach the class. The
26 students cannot learn with the series of
27 substitutes because the lack of continuity
28 prevents the substitute teachers from creating

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lesson plans and teaching material that develops on past lessons.

213. The school does not have enough books for all the students. Students in some math classes do not have any books at all. These students must copy down problems and notes from the board, often without accompanying written instructions and examples. Students in some English classes do not have full class sets of books, so students read different books at different times. Students in these classes cannot engage in class discussions and lessons about the books they read because the students read different books.

214. The school does not have enough open and unlocked bathrooms for all the students. Those bathrooms that are open for student use are filthy and lack toilet paper, soap, and paper towels. Many of the stalls lack doors.

215. The windows in some classrooms do not shut and the classrooms do not have heat, so in the winter the classrooms become extremely cold. Students must wear coats, hats, and gloves in class to keep warm because the temperature falls so low during class time. The students find it difficult to learn because of the extreme chill.

1 216. Approximately half the classrooms at Dorsey
2 do not have air conditioning and temperatures in
3 these classrooms become extremely hot during the
4 spring and early summer. Students sweat in class
5 and are unable to concentrate on their lessons
6 because of the heat.

7
8 217. Glass in two or three of the windows in the
9 school gym have been broken and not repaired for
10 at least two full years.

11
12 181. Plaintiffs allege that the conditions which they
13 allege exist at Susan Miller Dorsey Senior High School in Los
14 Angeles deprive students attending that high school, including
15 plaintiff Maria Valle, of the opportunity to obtain a basic
16 education in violation of Article IX, Sections 1 and 5 of the
17 California Constitution, and also deprive those students of basic
18 educational opportunities equal to those that children in other
19 schools receive.

20 182. With respect to the Thomas Jefferson Senior High
21 School in Los Angeles, which is operated by the Los Angeles
22 Unified School District, plaintiffs allege:

23
24 227. Plaintiffs Sonia Felix, Abraham Osuna, Lisa
25 Lopez, Lluiana Alonso, Altagracia Garcia, Maria
26 Perez, and Fabiola Tostado attend Thomas
27 Jefferson Senior High School in Los Angeles. At
28 Jefferson, students do not have desks at which to

1 sit in some classes. Instead, students sit on
2 counters or stand in the back of the room, where
3 they have difficulty seeing their teachers and
4 the blackboard.

5
6 228. Some classes at the school have no teacher
7 at all. In one class, the teacher called in sick
8 for five or six consecutive weeks during the
9 1999-2000 school year, and students in the class
10 wandered around the school during that period
11 because they had no formal class while the
12 teacher was absent. Many students take classes
13 taught by a series of substitutes rather than by
14 a permanent teacher hired for the class.

15
16 229. The school does not offer enough courses
17 for all the students, so many students spend one
18 or two periods each day in "service" classes
19 because neither academic classes nor study halls
20 are available to the students. During "service"
21 class periods, students try to find classrooms
22 where teachers will allow "service" class
23 students to sit quietly in the back of the room
24 and do nothing, or students go to the main office
25 and ask to run errands.

26
27 230. Students have no books to take home for
28 homework in most of their classes, and in many of

1 their classes, students either lack books
2 altogether or have to share books with other
3 students. In one math class, students waited a
4 whole semester before they had books to use in
5 class. In one graphic arts class, three or four
6 students share one book in class. Students in
7 five different classes must share one set of
8 approximately 30 Spanish textbooks.

9
10 231. The copy machine at school is often broken,
11 so teachers have to shift lesson plans or forgo
12 assigning homework because teachers cannot have
13 text material copied for the students.

14
15 232. Even if the copy machine were not broken,
16 teachers are allowed to make only a limited
17 number of copies, so the teachers cannot copy
18 enough pages to assign homework every night to
19 all their students.

20
21 233. Students at the school must pay for their
22 own educational materials. In one advanced-
23 placement English class, students had to buy
24 their own test primer. In an advertising design
25 class, students paid for notebooks and special
26 paint they were required to have in class.

1 234. The school divides students into three
2 separate tracks, with two tracks at school at any
3 given time. Jefferson students receive
4 approximately 20 fewer days of instruction each
5 year than do students who do not attend
6 multitrack schools. Students cover less material
7 in their classes than they would cover if they
8 attended school for more days because teachers
9 cannot make up the missed days with extra
10 homework. And the multitrack scheduling means
11 that no school time exists during which no
12 students attend school, so it is difficult and
13 sometimes impossible for the school to perform
14 maintenance and repair without impeding
15 children's education.

16
17 235. Course offerings at the school are so
18 limited that students either are foreclosed from
19 taking certain courses or must choose between
20 academic rigor and extracurricular involvement.
21 Some students who took French during their ninth
22 grade year were not able to continue with French
23 instruction during the following year because
24 Jefferson did not offer second-year French. In
25 addition, students who take advanced-placement
26 courses cannot become involved in extracurricular
27 school activities, such as student government or
28 athletics. Some advanced-placement courses are

1 offered only during the end of the school day, at
2 the same time that extracurricular activities are
3 offered.

4
5 236. Jefferson does not have enough bathrooms
6 for all the students at the school. It has
7 approximately four bathrooms for girls and three
8 bathrooms for boys, but only two girls' and two
9 boys' bathrooms are regularly unlocked and open.
10 Often bathrooms lack toilet paper, soap, and
11 paper towels. In the girls' bathrooms, many of
12 the stall doors are broken, so students have to
13 hold doors closed for each other to ensure
14 privacy.

15
16 237. The school only has one college counselor
17 to serve the entire school of approximately 3500
18 students. Students do not have sufficient access
19 to the counselor's time to plan their future
20 education and goals.

21
22 183. Plaintiffs allege that the conditions which they
23 allege exist at Thomas Jefferson High School in Los Angeles
24 deprive students attending that high school, including plaintiffs
25 Sonia Felix, Abraham Osuna, Lisa Lopez, Lluliana Alonso,
26 Altagracia Garcia, Maria Perez, and Fabiola Tostado, of the
27 opportunity to obtain a basic education in violation of Article
28 IX, Sections 1 and 5 of the California Constitution, and also

1 deprive those students of basic educational opportunities equal
2 to those that children in other schools receive.

3 184. With respect to the Virgil Middle School in Los
4 Angeles, which is operated by the Los Angeles Unified School
5 District, plaintiffs allege:

6
7 198. Virgil Middle School has approximately 23
8 unfilled teacher vacancies for the 2000-2001
9 school year, which is currently in session.
10 Thirteen of the teacher vacancies are on C track,
11 which began school for the 2000-2001 school year
12 on July 5, 2000. Ten of the teacher vacancies
13 are on A track, which begins its school year in
14 August 2000. Students in classes without
15 permanent teachers are taught by a series of
16 substitute teachers.

17
18 199. Students use outdated and dilapidated
19 textbooks even though the school has new
20 textbooks on campus now. The textbook room is so
21 crowded that teachers cannot access the new books
22 in the room, which forces teachers to assign the
23 outdated texts they can access to their classes.
24 For example, instead of using new textbooks,
25 social studies teachers continue to use social
26 studies texts that were published in 1979.

27
28

1 200. The school is filled to capacity, so more
2 than 1300 neighborhood children are bussed to
3 other schools outside of the neighborhood because
4 Virgil cannot accommodate them.
5

6 201. Virgil divides its students into three
7 separate tracks, with two tracks at school at any
8 given time. Students receive approximately 20
9 fewer days of instruction each year than do
10 students who do not attend multitrack schools.
11 Students cover less material in their classes
12 than they would cover if they attended school for
13 more days because teachers cannot make up the
14 missed days with extra homework. In addition,
15 the multitrack scheduling means that no school
16 time exists during which no students attend
17 school, so it is difficult and sometimes
18 impossible for the school to perform maintenance
19 and repair without impeding children's education.
20

21 185. Plaintiffs allege that the conditions which they
22 allege exist at Virgil Middle School in Los Angeles deprive
23 students attending that middle school of the opportunity to
24 obtain a basic education in violation of Article IX, Sections 1
25 and 5 of the California Constitution, and also deprive those
26 students of basic educational opportunities equal to those that
27 children in other schools receive.
28

1 186. The Los Angeles Unified School District is the
2 agent of the State of California for purposes of providing a
3 public school education to children within its jurisdiction, to
4 the extent defined by the Supreme Court of California in Butt v.
5 State of California, 4 Cal. 4th 668 (1992), and similar cases.
6 In carrying out its duties, the Los Angeles Unified School
7 District is required to comply with applicable laws and
8 regulations promulgated by the Legislature and various agencies
9 and departments of the State of California, and is required to
10 comply with the Constitution of California and the Constitution
11 of the United States. Cal. Educ. Code § 35290. The State of
12 California has a direct interest in ensuring that the Los Angeles
13 Unified School District complies with its duties and obligations
14 in this regard since, under Butt, the State may be required in
15 certain circumstances to act where the Los Angeles Unified School
16 District has failed. In this case, plaintiffs seek to impose
17 just such an obligation on the State; the State accordingly has a
18 direct financial and governmental interest in making sure that
19 the Los Angeles Unified School District has properly carried out
20 the duties and obligations imposed upon it by the Legislature and
21 the Constitution.

22 187. If plaintiffs are correct that conditions exist in
23 Belmont Senior High School in Los Angeles as they have alleged,
24 and if they are also correct that such conditions result in
25 depriving students at said school, including plaintiff Hilda
26 Oliva, of a basic education, or of basic educational
27 opportunities equal to those received by children in other
28 schools, then the Los Angeles Unified School District has

1 violated its duties and obligations under applicable statutes and
2 regulations, including without limitation California Code of
3 Education sections 17366, 17565, 17593, 37610, 37670, 38118,
4 60119, and 60411, and Title 5 of the California Code of
5 Regulations section 630, and its duties and obligations under the
6 laws and under the Constitution of California. Cal. Educ. Code
7 §§ 35290, 35293.

8 188. If plaintiffs are correct that conditions exist in
9 Berendo Middle School in Los Angeles as they have alleged, and if
10 they are also correct that such conditions result in depriving
11 students at said school, including plaintiffs Jose Negrete, Jose
12 Valencia, and Hanover Mares, of a basic education, or of basic
13 educational opportunities equal to those received by children in
14 other schools, then the Los Angeles Unified School District has
15 violated its duties and obligations under applicable statutes and
16 regulations, including without limitation California Code of
17 Education sections 60119 and 60411, and its duties and
18 obligations under the laws and under the Constitution of
19 California. Cal. Educ. Code §§ 35290, 35293.

20 189. If plaintiffs are correct that conditions exist in
21 Bret Harte Preparatory Intermediate School in Los Angeles as they
22 have alleged, and if they are also correct that such conditions
23 result in depriving students at said school, including plaintiff
24 Maria Muñiz, of a basic education, or of basic educational
25 opportunities equal to those received by children in other
26 schools, then the Los Angeles Unified School District has
27 violated its duties and obligations under applicable statutes and
28 regulations, including without limitation California Code of

1 Education sections 17366, 17565, 17576, 17593, 37610, 37670,
2 60119, and 60411, and Title 5 of the California Code of
3 Regulations sections 630 and 631, and its duties and obligations
4 under the laws and under the Constitution of California. Cal.
5 Educ. Code §§ 35290, 35293.

6 190. If plaintiffs are correct that conditions exist in
7 Cahuenga Elementary School in Los Angeles as they have alleged,
8 and if they are also correct that such conditions result in
9 depriving students at said school, including plaintiffs Oscar
10 Ruiz, Josue Herrera, Abraham Perez, Carlos Perez, Juan Salguero,
11 Graciela Solano, Rafael Solano, and Samuel Tellechea, of a basic
12 education, or of basic educational opportunities equal to those
13 received by children in other schools, then the Los Angeles
14 Unified School District has violated its duties and obligations
15 under applicable statutes and regulations, including without
16 limitation California Code of Education sections 17576, 37610,
17 37670, 38118, 60119, and 60411, and Title 5 of the California
18 Code of Regulations section 631, and its duties and obligations
19 under the laws and under the Constitution of California. Cal.
20 Educ. Code §§ 35290, 35293.

21 191. If plaintiffs are correct that conditions exist in
22 Crenshaw Senior High School in Los Angeles as they have alleged,
23 and if they are also correct that such conditions result in
24 depriving students at said school, including plaintiffs Delwin
25 Lampkin and D'Andre Lampkin, of a basic education, or of basic
26 educational opportunities equal to those received by children in
27 other schools, then the Los Angeles Unified School District has
28 violated its duties and obligations under applicable statutes and

1 regulations, including without limitation California Code of
2 Education sections 17366, 17565, 17593, 60119, and 60411, and
3 Title 5 of the California Code of Regulations section 630, and
4 its duties and obligations under the laws and under the
5 Constitution of California. Cal. Educ. Code §§ 35290, 35293.

6 192. If plaintiffs are correct that conditions exist in
7 Daniel Webster Middle School in Los Angeles as they have alleged,
8 and if they are also correct that such conditions result in
9 depriving students at said school, including plaintiff Flor
10 Osorio, of a basic education, or of basic educational
11 opportunities equal to those received by children in other
12 schools, then the Los Angeles Unified School District has
13 violated its duties and obligations under applicable statutes and
14 regulations, including without limitation California Code of
15 Education sections 17576, 60119, and 60411, and Title 5 of the
16 California Code of Regulations section 631, and its duties and
17 obligations under the laws and under the Constitution of
18 California. Cal. Educ. Code §§ 35290, 35293.

19 193. If plaintiffs are correct that conditions exist in
20 George Washington Carver Middle School in Los Angeles as they
21 have alleged, and if they are also correct that such conditions
22 result in depriving students at said school, including plaintiffs
23 Daniel Pastor and Francisco Tenorio, of a basic education, or of
24 basic educational opportunities equal to those received by
25 children in other schools, then the Los Angeles Unified School
26 District has violated its duties and obligations under applicable
27 statutes and regulations, including without limitation California
28 Code of Education sections 17366, 17565, 17593, 60119, and 60411,

1 and Title 5 of the California Code of Regulations section 630,
2 and its duties and obligations under the laws and under the
3 Constitution of California. Cal. Educ. Code §§ 35290, 35293.

4 194. If plaintiffs are correct that conditions exist in
5 Gulf Avenue Elementary School in Wilmington as they have alleged,
6 and if they are also correct that such conditions result in
7 depriving students at said school, including plaintiffs Erika
8 Hernandez, Ruth Mata, and Sonya Mata, of a basic education, or of
9 basic educational opportunities equal to those received by
10 children in other schools, then the Los Angeles Unified School
11 District has violated its duties and obligations under applicable
12 statutes and regulations, including without limitation California
13 Code of Education sections 17366, 17565, 17576, 17593, 37610,
14 37670, 60045, 60119, 60411, and 60500, and Title 5 of the
15 California Code of Regulations section 630, and its duties and
16 obligations under the laws and under the Constitution of
17 California. Cal. Educ. Code §§ 35290, 35293.

18 195. If plaintiffs are correct that conditions exist in
19 Huntington Park Senior High School in Los Angeles as they have
20 alleged, and if they are also correct that such conditions result
21 in depriving students at said school, including plaintiffs
22 Lizette Ruiz and Geyman Hernandez, of a basic education, or of
23 basic educational opportunities equal to those received by
24 children in other schools, then the Los Angeles Unified School
25 District has violated its duties and obligations under applicable
26 statutes and regulations, including without limitation California
27 Code of Education sections 17366, 17565, 17593, 37610, and 37670,
28 and Title 5 of the California Code of Regulations section 630,

1 and its duties and obligations under the laws and under the
2 Constitution of California. Cal. Educ. Code §§ 35290, 35293.

3 196. If plaintiffs are correct that conditions exist in
4 John C. Fremont Senior High School in Los Angeles as they have
5 alleged, and if they are also correct that such conditions result
6 in depriving students at said school, including plaintiffs Cindy
7 Diego and Glauz Diego, of a basic education, or of basic
8 educational opportunities equal to those received by children in
9 other schools, then the Los Angeles Unified School District has
10 violated its duties and obligations under applicable statutes and
11 regulations, including without limitation California Code of
12 Education sections 17366, 17565, 17576, 17593, 37610, 37670,
13 60045, 60119, 60411, and 60500, and Title 5 of the California
14 Code of Regulations sections 630 and 631, and its duties and
15 obligations under the laws and under the Constitution of
16 California. Cal. Educ. Code §§ 35290, 35293.

17 197. If plaintiffs are correct that conditions exist in
18 Marina del Rey Middle School in Los Angeles as they have alleged,
19 and if they are also correct that such conditions result in
20 depriving students at said school, including plaintiff Patricia
21 Figueroa, of a basic education, or of basic educational
22 opportunities equal to those received by children in other
23 schools, then the Los Angeles Unified School District has
24 violated its duties and obligations under applicable statutes and
25 regulations, including without limitation California Code of
26 Education sections 17576, 60045, 60119, 60411, and 60500, and
27 Title 5 of the California Code of Regulations section 631, and
28 its duties and obligations under the laws and under the

1 Constitution of California. Cal. Educ. Code §§ 35290, 35293.

2 198. If plaintiffs are correct that conditions exist in
3 Robert Louis Stevenson Middle School in Los Angeles as they have
4 alleged, and if they are also correct that such conditions result
5 in depriving students at said school of a basic education, or of
6 basic educational opportunities equal to those received by
7 children in other schools, then the Los Angeles Unified School
8 District has violated its duties and obligations under applicable
9 statutes and regulations, including without limitation California
10 Code of Education sections 17366, 17565, 17576, 17593, 60045,
11 60119, 60411, and 60500, and Title 5 of the California Code of
12 Regulations sections 630 and 631, and its duties and obligations
13 under the laws and under the Constitution of California. Cal.
14 Educ. Code §§ 35290, 35293.

15 199. If plaintiffs are correct that conditions exist in
16 Susan Miller Dorsey Senior High School in Los Angeles as they
17 have alleged, and if they are also correct that such conditions
18 result in depriving students at said school, including plaintiff
19 Maria Valle, of a basic education, or of basic educational
20 opportunities equal to those received by children in other
21 schools, then the Los Angeles Unified School District has
22 violated its duties and obligations under applicable statutes and
23 regulations, including without limitation California Code of
24 Education sections 17366, 17565, 17576, 17593, 60119, and 60411,
25 and Title 5 of the California Code of Regulations sections 630
26 and 631, and its duties and obligations under the laws and under
27 the Constitution of California. Cal. Educ. Code §§ 35290, 35293.

28

1 200. If plaintiffs are correct that conditions exist in
2 Thomas Jefferson Senior High School in Los Angeles as they have
3 alleged, and if they are also correct that such conditions result
4 in depriving students at said school, including plaintiffs Sonia
5 Felix, Abraham Osuna, Lisa Lopez, Lluliana Alonso, Altagracia
6 Garcia, Maria Perez, and Fabiola Tostado, of a basic education,
7 or of basic educational opportunities equal to those received by
8 children in other schools, then the Los Angeles Unified School
9 District has violated its duties and obligations under applicable
10 statutes and regulations, including without limitation California
11 Code of Education sections 17576, 37610, 37670, 38118, 60119, and
12 60411, and Title 5 of the California Code of Regulations
13 section 631, and its duties and obligations under the laws and
14 under the Constitution of California. Cal. Educ. Code §§ 35290,
15 35293.

16 201. If plaintiffs are correct that conditions exist in
17 Virgil Middle School in Los Angeles as they have alleged, and if
18 they are also correct that such conditions result in depriving
19 students at said school of a basic education, or of basic
20 educational opportunities equal to those received by children in
21 other schools, then the Los Angeles Unified School District has
22 violated its duties and obligations under applicable statutes and
23 regulations, including without limitation California Code of
24 Education sections 37610, 37670, 60045, and 60500, and its duties
25 and obligations under the laws and under the Constitution of
26 California. Cal. Educ. Code §§ 35290, 35293.

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1 202. The Los Angeles Unified School District has the
2 power and ability to correct each of the conditions of which
3 plaintiffs complain.

4 203. To the extent plaintiffs are correct that
5 conditions exist in Belmont Senior High School, Berendo Middle
6 School, Bret Harte Preparatory Intermediate School, Cahuenga
7 Elementary School, Crenshaw Senior High School, Daniel Webster
8 Middle School, George Washington Carver Middle School, Gulf
9 Avenue Elementary School, Huntington Park Senior High School,
10 John C. Fremont Senior High School, Marina Del Rey Middle School,
11 Robert Louis Stevenson Middle School, Susan Miller Dorsey Senior
12 High School, Thomas Jefferson Senior High School, or Virgil
13 Middle School such as they have alleged, which conditions result
14 in depriving students at those schools, including plaintiffs
15 Hilda Oliva, Jose Negrete, Jose Valencia, Hanover Mares, Maria
16 Muñiz, Oscar Ruiz, Josue Herrera, Abraham Perez, Carlos Perez,
17 Juan Salguero, Graciela Solano, Rafael Solano, Samuel Tellechea,
18 Delwin Lampkin, D'Andre Lampkin, Flor Osorio, Daniel Pastor,
19 Francisco Tenorio, Erika Hernandez, Ruth Mata, Sonya Mata,
20 Lizette Ruiz, Geyman Hernandez, Cindy Diego, Glauz Diego,
21 Patricia Figueroa, Marie Valle, Sonia Felix, Abraham Osura, Lisa
22 Lopez, Lluliana Alonso, Altagracia Garcia, Maria Perez, and/or
23 Fabiola Tostado, of a basic education, or of basic educational
24 opportunities equal to those received by children in other
25 schools, the Los Angeles Unified School District has a mandatory
26 and non-discretionary duty to correct such conditions. Unless
27 restrained and enjoined by order of this Court, the Los Angeles
28

1 Unified School District will not correct such conditions, but
2 will fail and refuse to do so.

3 204. Cross-complainant is without an adequate remedy at
4 law.

5
6 **FIFTEENTH CAUSE OF ACTION FOR**
7 **SPECIFIC RELIEF AND INJUNCTION**

8 **(Against Cross-Defendant Montebello Unified School District)**

9 205. The allegations of paragraphs 1, 16, and 20 are
10 realleged and incorporated herein by reference, as though fully
11 set forth.

12 206. With respect to the Joseph A. Gascon Elementary
13 School in Los Angeles, which is operated by the Montebello
14 Unified School District, plaintiffs allege:

15
16 248. Plaintiff Lissa Palacios attends Joseph A.
17 Gascon Elementary School in Los Angeles. At
18 Gascon, students do not have enough books to use
19 in class or to take home. The school has so few
20 textbooks that students have to share books in
21 class in some subjects, and students cannot take
22 books home for homework in most subjects. Some
23 classes do not have any books at all for some
24 subjects, such as social studies and science.

25
26 249. The school does not have enough bathrooms
27 for all the children at the school. Students
28 have to wait in long lines to get into the

1 bathrooms during recess, and when they can access
2 the bathrooms the bathrooms are filthy. The
3 toilets frequently do not flush and water and
4 waste overflow onto the bathroom floors. The
5 bathrooms frequently lack toilet paper.

6
7 207. Plaintiffs allege that the conditions which they
8 allege exist at Joseph A. Gascon Elementary School in Los Angeles
9 deprive students attending that elementary school, including
10 plaintiff Lissa Palacios, of the opportunity to obtain a basic
11 education in violation of Article IX, Sections 1 and 5 of the
12 California Constitution, and also deprive those students of basic
13 educational opportunities equal to those that children in other
14 schools receive.

15 208. The Montebello Unified School District is the
16 agent of the State of California for purposes of providing a
17 public school education to children within its jurisdiction, to
18 the extent defined by the Supreme Court of California in Butt v.
19 State of California, 4 Cal. 4th 668 (1992), and similar cases.
20 In carrying out its duties, the Montebello Unified School
21 District is required to comply with applicable laws and
22 regulations promulgated by the Legislature and various agencies
23 and departments of the State of California, and is required to
24 comply with the Constitution of California and the Constitution
25 of the United States. Cal. Educ. Code § 35290. The State of
26 California has a direct interest in ensuring that the Montebello
27 Unified School District complies with its duties and obligations
28 in this regard since, under Butt, the State may be required in

1 certain circumstances to act where the Montebello Unified School
2 District has failed. In this case, plaintiffs seek to impose
3 just such an obligation on the State; the State accordingly has a
4 direct financial and governmental interest in making sure that
5 the Montebello Unified School District has properly carried out
6 the duties and obligations imposed upon it by the Legislature and
7 the Constitution.

8 209. If plaintiffs are correct that conditions exist in
9 Joseph A. Gascon Elementary School in Los Angeles as they have
10 alleged, and if they are also correct that such conditions result
11 in depriving students at said school, including plaintiff Lissa
12 Palacios, of a basic education, or of basic educational
13 opportunities equal to those received by children in other
14 schools, then the Montebello Unified School District has violated
15 its duties and obligations under applicable statutes and
16 regulations, including without limitation California Code of
17 Education sections 17576, 60119, and 60411, and Title 5 of the
18 California Code of Regulations section 631, and its duties and
19 obligations under the laws and under the Constitution of
20 California. Cal. Educ. Code §§ 35290, 35293.

21 210. The Montebello Unified School District has the
22 power and ability to correct each of the conditions of which
23 plaintiffs complain.

24 211. To the extent plaintiffs are correct that
25 conditions exist in Joseph A. Gascon Elementary School in Los
26 Angeles such as they have alleged, which conditions result in
27 depriving students at that school, including plaintiff Lissa
28 Palacios, of a basic education, or of basic educational

1 opportunities equal to those received by children in other
2 schools, the Montebello Unified School District has a mandatory
3 and non-discretionary duty to correct such conditions. Unless
4 restrained and enjoined by order of this Court, the Montebello
5 Unified School District will not correct such conditions, but
6 will fail and refuse to do so.

7 212. Cross-complainant is without an adequate remedy at
8 law.

9
10 **SIXTEENTH CAUSE OF ACTION FOR**
11 **SPECIFIC RELIEF AND INJUNCTION**

12 **(Against Lynwood Unified School District)**

13 213. The allegations of paragraphs 1, 17, and 20 are
14 realleged and incorporated herein by reference, as though fully
15 set forth.

16 214. With respect to the Lynwood Middle School in
17 Lynwood, which is operated by the Lynwood Unified School
18 District, plaintiffs allege:

19
20 250. Plaintiffs Monique Treviño and Marlene
21 Funes attend Lynwood Middle School in Lynwood.
22 At Lynwood, students in most of the classes
23 cannot take textbooks home for homework. And the
24 books the school has for in-class use are old,
25 have graffiti on them, and are missing many
26 pages. Students complain that when their
27 teachers tell them to turn to particular pages in
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the books, the students cannot turn to the pages because the pages are missing from the books.

251. The school assigns teachers only one ream of paper each week. Teachers therefore must select which days to give homework because they do not have enough paper to photocopy pages from the textbooks for students to take home for homework every night.

252. The school does not have enough bathrooms for the students' use. Two of the three bathrooms at the school are locked every day all day, so students cannot use them. In the only girls' bathroom available for student use, one of the six toilets has been broken all year.

215. Plaintiffs allege that the conditions which they allege exist at Lynwood Middle School in Lynwood deprive students attending that middle school, including plaintiffs Monique Treviño and Marlene Funes, of the opportunity to obtain a basic education in violation of Article IX, Sections 1 and 5 of the California Constitution, and also deprive those students of basic educational opportunities equal to those that children in other schools receive.

1 216. With respect to the Hosler Middle School in
2 Lynwood, which is operated by the Lynwood Unified School
3 District, plaintiffs allege:

4

5 254. Many classes have more students than desks
6 for more than a month of the school year, so
7 students stand or sit on the floor during class.

8
9 255. The school often fails to hire a substitute
10 teacher when a teacher is absent. When students
11 have neither a permanent teacher nor a substitute
12 teacher, they often wander around campus without
13 supervision. When students do not wander around
14 campus, the school splits the students into
15 groups of approximately five students and places
16 them into other classes, which often are not
17 same-subject-matter classes, during the periods
18 when they do not have teachers.

19
20 256. The school has not had a library for the
21 past two years because the school uses the
22 library to share textbooks. Without a library,
23 students have no access to research materials at
24 school. History teachers assign students fewer,
25 and sometimes no, research assignments because
26 the school does not provide students a library
27 from which to perform research tasks.

28

1 217. Plaintiffs allege that the conditions which they
2 allege exist at Hosler Middle School in Lynwood deprive students
3 attending that middle school of the opportunity to obtain a basic
4 education in violation of Article IX, Sections 1 and 5 of the
5 California Constitution, and also deprive those students of basic
6 educational opportunities equal to those that children in other
7 schools receive.

8 218. The Lynwood Unified School District is the agent
9 of the State of California for purposes of providing a public
10 school education to children within its jurisdiction, to the
11 extent defined by the Supreme Court of California in Butt v.
12 State of California, 4 Cal. 4th 668 (1992), and similar cases.
13 In carrying out its duties, the Lynwood Unified School District
14 is required to comply with applicable laws and regulations
15 promulgated by the Legislature and various agencies and
16 departments of the State of California, and is required to comply
17 with the Constitution of California and the Constitution of the
18 United States. Cal. Educ. Code § 35290. The State of California
19 has a direct interest in ensuring that the Lynwood Unified School
20 District complies with its duties and obligations in this regard
21 since, under Butt, the State may be required in certain
22 circumstances to act where the Lynwood Unified School District
23 has failed. In this case, plaintiffs seek to impose just such an
24 obligation on the State; the State accordingly has a direct
25 financial and governmental interest in making sure that the
26 Lynwood Unified School District has properly carried out the
27 duties and obligations imposed upon it by the Legislature and the
28 Constitution.

1 219. If plaintiffs are correct that conditions exist in
2 Lynwood Middle School in Lynwood as they have alleged, and if
3 they are also correct that such conditions result in depriving
4 students at said school, including plaintiffs Monique Treviño and
5 Marlene Funes, of a basic education, or of basic educational
6 opportunities equal to those received by children in other
7 schools, then the Lynwood Unified School District has violated
8 its duties and obligations under applicable statutes and
9 regulations, including without limitation California Code of
10 Education sections 17576, 38118, 60045, 60119, 60411, and 60500,
11 and Title 5 of the California Code of Regulations section 631,
12 and its duties and obligations under the laws and under the
13 Constitution of California. Cal. Educ. Code §§ 35290, 35293.

14 220. If plaintiffs are correct that conditions exist in
15 Hosler Middle School in Lynwood as they have alleged, and if they
16 are also correct that such conditions result in depriving
17 students at said school of a basic education, or of basic
18 educational opportunities equal to those received by children in
19 other schools, then the Lynwood Unified School District has
20 violated its duties and obligations under applicable statutes and
21 regulations, including without limitation California Code of
22 Education sections 60119 and 60411, and its duties and
23 obligations under the laws and under the Constitution of
24 California. Cal. Educ. Code §§ 35290, 35293.

25 221. The Lynwood Unified School District has the power
26 and ability to correct each of the conditions of which plaintiffs
27 complain.

28

1 222. To the extent plaintiffs are correct that
2 conditions exist in Lynwood Middle School or Hosler Middle School
3 in Lynwood such as they have alleged, which conditions result in
4 depriving students at those schools, including plaintiffs Monique
5 Treviño and Marlene Funes, of a basic education, or of basic
6 educational opportunities equal to those received by children in
7 other schools, the Lynwood Unified School District has a
8 mandatory and non-discretionary duty to correct such conditions.
9 Unless restrained and enjoined by order of this Court, the
10 Lynwood Unified School District will not correct such conditions,
11 but will fail and refuse to do so.

12 223. Cross-complainant is without an adequate remedy at
13 law.

14
15 **SEVENTEENTH CAUSE OF ACTION FOR**
16 **SPECIFIC RELIEF AND INJUNCTION**

17 **(Against Cross-Defendant Inglewood Unified School District)**

18 224. The allegations of paragraphs 1, 18, and 20 are
19 realleged and incorporated herein by reference, as though fully
20 set forth.

21 225. With respect to the Daniel Freeman Elementary
22 School in Inglewood, which is operated by the Inglewood Unified
23 School District, plaintiffs allege:

24
25 257. Plaintiff Remington Castille attends Daniel
26 Freeman Elementary School in Inglewood. At
27 Daniel Freeman, students in many classes do not
28 have textbooks to take home or to use in class.

1 Students in one math class did not receive
2 textbooks during the 1999-2000 school year.

3

4
5 226. Plaintiffs allege that the conditions which they
6 allege exist at Daniel Freeman Elementary School in Inglewood
7 deprive students attending that elementary school, including
8 plaintiff Remington Castille, of the opportunity to obtain a
9 basic education in violation of Article IX, Sections 1 and 5 of
10 the California Constitution, and also deprive those students of
11 basic educational opportunities equal to those that children in
12 other schools receive.

13 227. With respect to the Frank D. Parent Elementary
14 School in Inglewood, which is operated by the Inglewood Unified
15 School District, plaintiffs allege:

16
17 259. Plaintiffs Sharifa McCauley, Justin Jones,
18 and Taylor Jones attend school at Frank D. Parent
19 Elementary School in Inglewood. At Parent,
20 students cannot bring books home for homework in
21 many classes. These students take home
22 incomplete photocopied papers instead; the papers
23 often lack instructions and background material.
24 Without books or background material, students
25 often cannot understand their homework
26 assignments and parents often cannot help
27 students with their homework. Seventh- and
28 eight-grade students do not have science

1 textbooks to use in class or to take home. Many
2 texts in use at the school are long out of date.
3 For example, a literature book in use at the
4 school was published in 1969.

5
6 261. School toilets often lack toilet paper and
7 students have urinated or defecated on themselves
8 because they could not access bathrooms with
9 toilet paper. Parents have spent hundreds of
10 dollars of their own money to purchase toilet
11 paper for the bathrooms in efforts to rectify the
12 lack of essential supplies for their children.

13
14 228. Plaintiffs allege that the conditions which they
15 allege exist at Frank D. Parent Elementary School in Inglewood
16 deprive students attending that elementary school, including
17 plaintiffs Sharifa McCauley, Justin Jones, and Taylor Jones, of
18 the opportunity to obtain a basic education in violation of
19 Article IX, Sections 1 and 5 of the California Constitution, and
20 also deprive those students of basic educational opportunities
21 equal to those that children in other schools receive.

22 229. With respect to the George W. Crozier Junior High
23 School in Inglewood, which is operated by the Inglewood Unified
24 School District, plaintiffs allege:

25
26 263. George W. Crozier Junior High School does
27 not have enough textbooks for all the students to
28 take home for homework, and some students must

1 share books in class, including English and
2 science classes, because the school does not have
3 even enough books for students' in-class use.
4

5 264. The Crozier bathrooms are filthy and lack
6 basic supplies such as toilet paper, paper
7 towels, and seat covers. The bathroom floors are
8 often wet and slippery and light bulbs are often
9 missing.
10

11 265. The Crozier buildings are in such severe
12 disrepair that some classroom doors do not have
13 knobs and wires hang from the ceilings in some
14 classrooms. Students have to reach into a hole
15 where the knob should be to open the doors that
16 do not have knobs. In other classrooms, teachers
17 have to place heavy objects in front of the doors
18 to hold them open or closed.
19

20 266. The school operates on a year-round,
21 multitrack schedule, which means that students
22 receive approximately 20 fewer days of
23 instruction each year than do students who do not
24 attend multitrack schools. Students cover less
25 material in their classes than they would cover
26 if they attended school for more days because
27 teachers cannot make up the missed days with
28 extra homework. In addition, the multitrack

1 scheduling means that no school time exists
2 during which no students attend school, so it is
3 difficult and sometimes impossible for the school
4 to perform maintenance and repair without
5 impeding children's education.
6

7 230. Plaintiffs allege that the conditions which they
8 allege exist at George W. Crozier Junior High School in Inglewood
9 deprive students attending that junior high school of the
10 opportunity to obtain a basic education in violation of Article
11 IX, Sections 1 and 5 of the California Constitution, and also
12 deprive those students of basic educational opportunities equal
13 to those that children in other schools receive.

14 231. The Inglewood Unified School District is the agent
15 of the State of California for purposes of providing a public
16 school education to children within its jurisdiction, to the
17 extent defined by the Supreme Court of California in Butt v.
18 State of California, 4 Cal. 4th 668 (1992), and similar cases.
19 In carrying out its duties, the Inglewood Unified School District
20 is required to comply with applicable laws and regulations
21 promulgated by the Legislature and various agencies and
22 departments of the State of California, and is required to comply
23 with the Constitution of California and the Constitution of the
24 United States. Cal. Educ. Code § 35290. The State of California
25 has a direct interest in ensuring that the Inglewood Unified
26 School District complies with its duties and obligations in this
27 regard since, under Butt, the State may be required in certain
28 circumstances to act where the Inglewood Unified School District

1 has failed. In this case, plaintiffs seek to impose just such an
2 obligation on the State; the State accordingly has a direct
3 financial and governmental interest in making sure that the
4 Inglewood Unified School District has properly carried out the
5 duties and obligations imposed upon it by the Legislature and the
6 Constitution.

7 232. If plaintiffs are correct that conditions exist in
8 Daniel Freeman Elementary School in Inglewood as they have
9 alleged, and if they are also correct that such conditions result
10 in depriving students at said school, including plaintiff
11 Remington Castille, of a basic education, or of basic educational
12 opportunities equal to those received by children in other
13 schools, then the Inglewood Unified School District has violated
14 its duties and obligations under applicable statutes and
15 regulations, including without limitation California Code of
16 Education sections 60119 and 60411, and its duties and
17 obligations under the laws and under the Constitution of
18 California. Cal. Educ. Code §§ 35290, 35293.

19 233. If plaintiffs are correct that conditions exist in
20 Frank D. Parent Elementary School in Inglewood as they have
21 alleged, and if they are also correct that such conditions result
22 in depriving students at said school, including plaintiffs
23 Sharifa McCauley, Justin Jones, and Taylor Jones, of a basic
24 education, or of basic educational opportunities equal to those
25 received by children in other schools, then the Inglewood Unified
26 School District has violated its duties and obligations under
27 applicable statutes and regulations, including without limitation
28 California Code of Education sections 17576, 60119, 60411, 60045,

1 and 60500, and Title 5 of the California Code of Regulations
2 section 631, and its duties and obligations under the laws and
3 under the Constitution of California. Cal. Educ. Code §§ 35290,
4 35293.

5 234. If plaintiffs are correct that conditions exist in
6 George W. Crozier Junior High School in Inglewood as they have
7 alleged, and if they are also correct that such conditions result
8 in depriving students at said school of a basic education, or of
9 basic educational opportunities equal to those received by
10 children in other schools, then the Inglewood Unified School
11 District has violated its duties and obligations under applicable
12 statutes and regulations, including without limitation California
13 Code of Education sections 17366, 17565, 17576, 17593, 37610,
14 37670, 60119, and 60411, and Title 5 of the California Code of
15 Regulations sections 630 and 631, and its duties and obligations
16 under the laws and under the Constitution of California. Cal.
17 Educ. Code §§ 35290, 35293.

18 235. The Inglewood Unified School District has the
19 power and ability to correct each of the conditions of which
20 plaintiffs complain.

21 236. To the extent plaintiffs are correct that
22 conditions exist in Daniel Freeman Elementary School or Frank D.
23 Parent Elementary School or George W. Crozier Junior High School
24 in Inglewood such as they have alleged, which conditions result
25 in depriving students at those schools, including plaintiffs
26 Remington Castille, Sharifa McCauley, Justin Jones, and/or Taylor
27 Jones, of a basic education, or of basic educational
28 opportunities equal to those received by children in other

1 schools, the Inglewood Unified School District has a mandatory
2 and non-discretionary duty to correct such conditions. Unless
3 restrained and enjoined by order of this Court, the Inglewood
4 Unified School District will not correct such conditions, but
5 will fail and refuse to do so.

6 237. Cross-complainant is without an adequate remedy at
7 law.

8
9 **EIGHTEENTH CAUSE OF ACTION FOR**
10 **SPECIFIC RELIEF AND INJUNCTION**

11 **(Against Cross-Defendant Long Beach Unified School District**

12 238. The allegations of paragraphs 1, 19, and 20 are
13 realleged and incorporated herein by reference, as though fully
14 set forth.

15 239. With respect to the Jackie Robinson Elementary
16 School in Long Beach, which is operated by the Long Beach Unified
17 School District, plaintiffs allege:

18
19 267. Plaintiff Ronisha Good attends school at
20 Jackie Robinson Elementary School in Long Beach .

21 . . .

22 . . .

23 269. The school operates on a year-round,
24 multitrack schedule, dividing students into four
25 separate tracks with two tracks at school at any
26 given time. The multitracks scheduling means
27 that no school time exists during which no
28 students attend school, so it is difficult and

1 sometimes impossible for the school to perform
2 maintenance and repair without impeding
3 children's education.
4

5 270. Many neighborhood children are bussed to
6 other schools farther from their homes because
7 Jackie Robinson cannot accommodate all the
8 neighborhood children at the school.
9

10 240. Plaintiffs allege that the conditions which they
11 allege exist at Jackie Robinson Elementary School in Long Beach
12 deprive students attending that elementary school, including
13 plaintiff Ronisha Good, of the opportunity to obtain a basic
14 education in violation of Article IX, Sections 1 and 5 of the
15 California Constitution, and also deprive those students of basic
16 educational opportunities equal to those that children in other
17 schools receive.

18 241. With respect to the Lincoln Elementary School in
19 Long Beach, which is operated by the Long Beach Unified School
20 District, plaintiffs allege:

21 . . .

22 273. Teachers spend thousands of dollars of
23 their own money each year purchasing such basic
24 supplies as dry erase markers, craft supplies,
25 and books for classroom libraries because the
26 school does not provide sufficient quantities of
27 these essentials.
28

1 274. The school operates on a year-round,
2 multitrack schedule, dividing students into four
3 separate tracks. The multitrack scheduling means
4 that no school time exists during which the
5 school is vacant, so it is difficult and
6 sometimes impossible for the school to perform
7 maintenance and repair without impeding
8 childrens' education.

9
10 242. Plaintiffs allege that the conditions which they
11 allege exist at Lincoln Elementary School in Long Beach deprive
12 students attending that elementary school of the opportunity to
13 obtain a basic education in violation of Article IX, Sections 1
14 and 5 of the California Constitution, and also deprive those
15 students of basic educational opportunities equal to those that
16 children in other schools receive.

17 243. The Long Beach Unified School District is the
18 agent of the State of California for purposes of providing a
19 public school education to children within its jurisdiction, to
20 the extent defined by the Supreme Court of California in Butt v.
21 State of California, 4 Cal. 4th 668 (1992), and similar cases.
22 In carrying out its duties, the Long Beach Unified School
23 District is required to comply with applicable laws and
24 regulations promulgated by the Legislature and various agencies
25 and departments of the State of California, and is required to
26 comply with the Constitution of California and the Constitution
27 of the United States. Cal. Educ. Code § 35290. The State of
28 California has a direct interest in ensuring that the Long Beach

1 Unified School District complies with its duties and obligations
2 in this regard since, under Butt, the State may be required in
3 certain circumstances to act where the Long Beach Unified School
4 District has failed. In this case, plaintiffs seek to impose
5 just such an obligation on the State; the State accordingly has a
6 direct financial and governmental interest in making sure that
7 the Long Beach Unified School District has properly carried out
8 the duties and obligations imposed upon it by the Legislature and
9 the Constitution.

10 244. If plaintiffs are correct that conditions exist in
11 Jackie Robinson Elementary School in Long Beach as they have
12 alleged, and if they are also correct that such conditions result
13 in depriving students at said school, including plaintiff Ronisha
14 Good, of a basic education, or of basic educational opportunities
15 equal to those received by children in other schools, then the
16 Long Beach Unified School District has violated its duties and
17 obligations under applicable statutes and regulations, including
18 without limitation California Code of Education sections 17366,
19 17565, 17593, 37610, and 37670, and Title 5 of the California
20 Code of Regulations section 630, and its duties and obligations
21 under the laws and under the Constitution of California. Cal.
22 Educ. Code §§ 35290, 35293.

23 245. If plaintiffs are correct that conditions exist in
24 Lincoln Elementary School in Long Beach as they have alleged, and
25 if they are also correct that such conditions result in depriving
26 students at said school of a basic education, or of basic
27 educational opportunities equal to those received by children in
28 other schools, then the Long Beach Unified School District has

1 violated its duties and obligations under applicable statutes and
2 regulations, including without limitation California Code of
3 Education sections 17366, 17565, 17593, 37610, 37670, and 38118,
4 and Title 5 of the California Code of Regulations section 630,
5 and its duties and obligations under the laws and under the
6 Constitution of California. Cal. Educ. Code §§ 35290, 35293.

7 246. The Long Beach Unified School District has the
8 power and ability to correct each of the conditions of which
9 plaintiffs complain.

10 247. To the extent plaintiffs are correct that
11 conditions exist in Jackie Robinson Elementary School or Lincoln
12 Elementary School in Long Beach such as they have alleged, which
13 conditions result in depriving students at those schools,
14 including plaintiff Ronisha Good, of a basic education, or of
15 basic educational opportunities equal to those received by
16 children in other schools, the Long Beach Unified School District
17 has a mandatory and non-discretionary duty to correct such
18 conditions. Unless restrained and enjoined by order of this
19 Court, the Long Beach Unified School District will not correct
20 such conditions, but will fail and refuse to do so.

21 248. Cross-complainant is without an adequate remedy at
22 law.

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24
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26
27
28

PRAYER FOR RELIEF

WHEREFORE, cross-complainant prays:

1. On Its First Cause of Action:

a. That the San Francisco Unified School District (and as well its respective officers, agents, servants and employees) and each of them be restrained and enjoined both during the pendency of this action and permanently thereafter from commission of the acts herein complained of, and that the San Francisco Unified School District be restrained and enjoined from failing to comply with applicable statutes and regulations, and from failing to provide students at Balboa High School, Bryant Elementary School, and Luther Burbank Middle School in San Francisco, including plaintiffs Alondra Sharae Jones, Lawrence Poon, Bianca Arriola, Bibiana Arriola, Carlos Ramirez, Richard Ramirez, Ivanna Romero, Eliezer Williams, Olivia Saunders, Silas Moultrie, and Monique Mabutas, with a basic education and with basic educational opportunities equal to those received by children in other schools.

b. That cross-complainant receive such other, further, or different relief as may be deemed just and equitable.

c. That cross-complainant recover from the San Francisco Unified School District its costs herein incurred.

2. On Its Second Cause of Action:

a. That the West Contra Costa Unified School District (and as well its respective officers, agents, servants and employees) and each of them be restrained and

1 enjoined both during the pendency of this action and
2 permanently thereafter from commission of the acts herein
3 complained of, and that the West Contra Costa Unified School
4 District be restrained and enjoined from failing to comply
5 with applicable statutes and regulations, and from failing
6 to provide students at John F. Kennedy High School and
7 Wendell Helms Middle School, including plaintiffs Laurel and
8 Romana Clemons, Moises Canel, Magaly de Loza, Yeimi Alba,
9 Arturo Escutia, and Edgardo Solano, with a basic education
10 and with basic educational opportunities equal to those
11 received by children in other schools.

12 b. That cross-complainant receive such other,
13 further, or different relief as may be deemed just and
14 equitable.

15 c. That cross-complainant recover from the West
16 Contra Costa Unified School District its costs herein
17 incurred.

18 3. On Its Third Cause of Action:

19 a. That the Oakland Unified School District (and
20 as well its respective officers, agents, servants and
21 employees) and each of them be restrained and enjoined both
22 during the pendency of this action and permanently
23 thereafter from commission of the acts herein complained of,
24 and that the Oakland Unified School District be restrained
25 and enjoined from failing to comply with applicable statutes
26 and regulations, and from failing to provide students at
27 Burbank Elementary School, Fremont High School, Garfield
28 Elementary School, Stonehurst Elementary School, Webster

1 Academy, and Whittier Elementary School in Oakland,
2 including plaintiffs Marcelies Grascie, Kim Parks, Cesar
3 Chavez, Christina Chavez, Justin Sessions, Joshua Sessions,
4 Vincent Pulido, and Kiandra Pulido, with a basic education
5 and with basic educational opportunities equal to those
6 received by children in other schools.

7 b. That cross-complainant receive such other,
8 further, or different relief as may be deemed just and
9 equitable.

10 c. That cross-complainant recover from the
11 Oakland Unified School District its costs herein incurred.

12 4. On Its Fourth Cause of Action:

13 a. That the Ravenswood City Elementary School
14 District (and as well its respective officers, agents,
15 servants and employees) and each of them be restrained and
16 enjoined both during the pendency of this action and
17 permanently thereafter from commission of the acts herein
18 complained of, and that the Ravenswood City Elementary
19 School District be restrained and enjoined from failing to
20 comply with applicable statutes and regulations, and from
21 failing to provide students at Cesar Chavez and Edison-
22 McNair Academies, including plaintiffs Jose Gomez, Kristal
23 Monje Ruiz, Myra Monje Ruiz, Sandra Hernandez, Nadia
24 Angelica Hernandez, Candelaria Santos, and Carlos Santos,
25 with a basic education and with basic educational
26 opportunities equal to those received by children in other
27 schools.

28

1 b. That cross-complainant receive such other,
2 further, or different relief as may be deemed just and
3 equitable.

4 c. That cross-complainant recover from the
5 Ravenswood City Elementary School District its costs herein
6 incurred.

7 5. On Its Fifth Cause of Action:

8 a. That the Campbell Union Elementary School
9 District (and as well its respective officers, agents,
10 servants and employees) and each of them be restrained and
11 enjoined both during the pendency of this action and
12 permanently thereafter from commission of the acts herein
13 complained of, and that the Cambell Union Elementary School
14 District be restrained and enjoined from failing to comply
15 with applicable statutes and regulations, and from failing
16 to provide students at Castlemont Elementary School,
17 including plaintiffs Allison Schauer and Rachel Schauer,
18 with a basic education and with basic educational
19 opportunities equal to those received by children in other
20 schools.

21 b. That cross-complainant receive such other,
22 further, or different relief as may be deemed just and
23 equitable.

24 c. That cross-complainant recover from the
25 Cambell Union Elementary School District its costs herein
26 incurred.

27
28

1 6. On Its Sixth Cause of Action:

2 a. That the Cloverdale Unified School District
3 (and as well its respective officers, agents, servants and
4 employees) and each of them be restrained and enjoined both
5 during the pendency of this action and permanently
6 thereafter from commission of the acts herein complained of,
7 and that the Cloverdale Unified School District be
8 restrained and enjoined from failing to comply with
9 applicable statutes and regulations, and from failing to
10 provide students at Cloverdale High School, including
11 plaintiffs Drew Smith, Gino Buchignani, Jason Kehrli, and
12 Jonathan Cambra, with a basic education and with basic
13 educational opportunities equal to those received by
14 children in other schools.

15 b. That cross-complainant receive such other,
16 further, or different relief as may be deemed just and
17 equitable.

18 c. That cross-complainant recover from the
19 Cloverdale Unified School District its costs herein
20 incurred.

21 7. On Its Seventh Cause of Action:

22 a. That the Pioneer Union Elementary School
23 District (and as well its respective officers, agents,
24 servants and employees) and each of them be restrained and
25 enjoined both during the pendency of this action and
26 permanently thereafter from commission of the acts herein
27 complained of, and that the Pioneer Union Elementary School
28 District be restrained and enjoined from failing to comply

1 with applicable statutes and regulations, and from failing
2 to provide students at Berry Creek Elementary School,
3 including plaintiffs Christopher Barnard and Jacolyn
4 Barnard, with a basic education and with basic educational
5 opportunities equal to those received by children in other
6 schools.

7 b. That cross-complainant receive such other,
8 further, or different relief as may be deemed just and
9 equitable.

10 c. That cross-complainant recover from the
11 Pioneer Union Elementary School District its costs herein
12 incurred:

13 8. On Its Eighth Cause of Action:

14 a. That the Pajaro Valley Unified School
15 District (and as well its respective officers, agents,
16 servants and employees) and each of them be restrained and
17 enjoined both during the pendency of this action and
18 permanently thereafter from commission of the acts herein
19 complained of, and that the Pajaro Valley Unified District
20 be restrained and enjoined from failing to comply with
21 applicable statutes and regulations, and from failing to
22 provide students at Watsonville High School, including
23 plaintiff Manuel V. Ortiz, with a basic education and with
24 basic educational opportunities equal to those received by
25 children in other schools.

26 b. That cross-complainant receive such other,
27 further, or different relief as may be deemed just and
28 equitable.

1 c. That cross-complainant recover from the
2 Pajaro Valley Unified District its costs herein incurred.

3 9. On Its Ninth Cause of Action:

4 a. That the Fresno Unified School District (and
5 as well its respective officers, agents, servants and
6 employees) and each of them be restrained and enjoined both
7 during the pendency of this action and permanently
8 thereafter from commission of the acts herein complained of,
9 and that the Fresno Unified School District be restrained
10 and enjoined from failing to comply with applicable statutes
11 and regulations, and from failing to provide students at
12 Morris E. Dailey Elementary School, including plaintiffs
13 Maria Imperatrice, Catherine Fipps, Jason Fipps, and Axel
14 Fipps, with a basic education and with basic educational
15 opportunities equal to those received by children in other
16 schools.

17 b. That cross-complainant receive such other,
18 further, or different relief as may be deemed just and
19 equitable.

20 c. That cross-complainant recover from the
21 Fresno Unified School District its costs herein incurred.

22 10. On Its Tenth Cause of Action:

23 a. That the Visalia Unified School District (and
24 as well its respective officers, agents, servants and
25 employees) and each of them be restrained and enjoined both
26 during the pendency of this action and permanently
27 thereafter from commission of the acts herein complained of,
28 and that the Visalia Unified School District be restrained

1 and enjoined from failing to comply with applicable statutes
2 and regulations, and from failing to provide students at
3 Redwood and Mount Whitney High Schools, including plaintiffs
4 Heidi Karnes and Jeffrey D. Seals, with a basic education
5 and with basic educational opportunities equal to those
6 received by children in other schools.

7 b. That cross-complainant receive such other,
8 further, or different relief as may be deemed just and
9 equitable.

10 c. That cross-complainant recover from the
11 Visalia Unified School District its costs herein incurred.

12 11. On Its Eleventh Cause of Action:

13 a. That the Merced City Elementary School
14 District (and as well its respective officers, agents,
15 servants and employees) and each of them be restrained and
16 enjoined both during the pendency of this action and
17 permanently thereafter from commission of the acts herein
18 complained of, and that the Merced City Elementary School
19 District be restrained and enjoined from failing to comply
20 with applicable statutes and regulations, and from failing
21 to provide students at Tenaya Middle School, including
22 plaintiff Theresa Ensminger, with a basic education and with
23 basic educational opportunities equal to those received by
24 children in other schools.

25 b. That cross-complainant receive such other,
26 further, or different relief as may be deemed just and
27 equitable.

28 c. That cross-complainant recover from the

1 Merced City Elementary School District its costs herein
2 incurred.

3 12. On Its Twelfth Cause of Action:

4 a. That the Alhambra City Elementary School
5 District (and as well its respective officers, agents,
6 servants and employees) and each of them be restrained and
7 enjoined both during the pendency of this action and
8 permanently thereafter from commission of the acts herein
9 complained of, and that the Alhambra City Elementary School
10 District be restrained and enjoined from failing to comply
11 with applicable statutes and regulations, and from failing
12 to provide students at Brightwood Elementary School,
13 including plaintiffs Kelsey Gin and Alexander Nobari, with a
14 basic education and with basic educational opportunities
15 equal to those received by children in other schools.

16 b. That cross-complainant receive such other,
17 further, or different relief as may be deemed just and
18 equitable.

19 c. That cross-complainant recover from the
20 Alhambra City Elementary School District its costs herein
21 incurred.

22 13. On Its Thirteenth Cause of Action:

23 a. That the Alhambra City High School District
24 (and as well its respective officers, agents, servants and
25 employees) and each of them be restrained and enjoined both
26 during the pendency of this action and permanently
27 thereafter from commission of the acts herein complained of,
28 and that the Alhambra City High School District be

1 restrained and enjoined from failing to comply with
2 applicable statutes and regulations, and from failing to
3 provide students at Mark Keppel High School, including
4 plaintiffs Kenny Yee, Tiffany Gin, John Nobori, and Nicholas
5 Nobori, with a basic education and with basic educational
6 opportunities equal to those received by children in other
7 schools.

8 b. That cross-complainant receive such other,
9 further, or different relief as may be deemed just and
10 equitable.

11 c. That cross-complainant recover from the
12 Alhambra City High School District its costs herein
13 incurred.

14 14. On Its Fourteenth Cause of Action:

15 a. That the Los Angeles Unified School District
16 (and as well its respective officers, agents, servants and
17 employees) and each of them be restrained and enjoined both
18 during the pendency of this action and permanently
19 thereafter from commission of the acts herein complained of,
20 and that the Los Angeles Unified School District be
21 restrained and enjoined from failing to comply with
22 applicable statutes and regulations, and from failing to
23 provide students at Belmont Senior High School, Berendo
24 Middle School, Bret Harte Preparatory Intermediate School,
25 Cahuenga Elementary School, Crenshaw Senior High School,
26 Daniel Webster Middle School, George Washington Carver
27 Middle School, Gulf Avenue Elementary School, Huntington
28 Park Senior High School, John C. Fremont Senior High School,

1 Marina del Rey Middle School, Robert Louis Stevenson Middle
2 School, Susan Miller Dorsey Senior High School, Thomas
3 Jefferson Senior High School, and Virgil Middle School,
4 including plaintiffs Hilda Oliva, Jose Negrete, Jose
5 Valencia, Hanover Mares, Maria Muñiz, Oscar Ruiz, Josue
6 Herrera, Abraham Perez, Carlos Perez, Juan Salguero,
7 Graciela Solano, Rafael Solano, Samuel Tellechea, Delwin
8 Lampkin, D'Andre Lampkin, Flor Osorio, Daniel Pastor,
9 Francisco Tenorio, Erika Hernandez, Ruth Mata, Sonya Mata,
10 Lizette Ruiz, Geyman Hernandez, Cindy Diego, Glauz Diego,
11 Patricia Figueroa, Marie Valle, Sonia Felix, Abraham Osura,
12 Lisa Lopez, Lluliana Alonso, Altagracia Garcia, Maria Perez,
13 and Fabiola Tostado, with a basic education and with basic
14 educational opportunities equal to those received by
15 children in other schools.

16 b. That cross-complainant receive such other,
17 further, or different relief as may be deemed just and
18 equitable.

19 c. That cross-complainant recover from the Los
20 Angeles Unified School District its costs herein incurred.

21 15. On Its Fifteenth Cause of Action:

22 a. That the Montebello Unified School District
23 (and as well its respective officers, agents, servants and
24 employees) and each of them be restrained and enjoined both
25 during the pendency of this action and permanently
26 thereafter from commission of the acts herein complained of,
27 and that the Montebello Unified School District be
28 restrained and enjoined from failing to comply with

1 applicable statutes and regulations, and from failing to
2 provide students at Joseph A. Gascon Elementary School,
3 including plaintiff Lissa Palacios, with a basic education
4 and with basic educational opportunities equal to those
5 received by children in other schools.

6 b. That cross-complainant receive such other,
7 further, or different relief as may be deemed just and
8 equitable.

9 c. That cross-complainant recover from the
10 Montebello Unified School District its costs herein
11 incurred.

12 16. On Its Sixteenth Cause of Action:

13 a. That the Lynwood Unified School District (and
14 as well its respective officers, agents, servants and
15 employees) and each of them be restrained and enjoined both
16 during the pendency of this action and permanently
17 thereafter from commission of the acts herein complained of,
18 and that the Lynwood Unified School District be restrained
19 and enjoined from failing to comply with applicable statutes
20 and regulations, and from failing to provide students at
21 Lynwood and Hosler Middle Schools, including plaintiffs
22 Monique Treviño and Marlene Funes, with a basic education
23 and with basic educational opportunities equal to those
24 received by children in other schools.

25 b. That cross-complainant receive such other,
26 further, or different relief as may be deemed just and
27 equitable.

28 c. That cross-complainant recover from the

1 Lynwood Unified School District its costs herein incurred.

2 17. On Its Seventeenth Cause of Action:

3 a. That the Inglewood Unified School District
4 (and as well its respective officers, agents, servants and
5 employees) and each of them be restrained and enjoined both
6 during the pendency of this action and permanently
7 thereafter from commission of the acts herein complained of,
8 and that the Inglewood Unified School District be restrained
9 and enjoined from failing to comply with applicable statutes
10 and regulations, and from failing to provide students at
11 Daniel Freeman Elementary School, Frank D. Parent Elementary
12 School, and George W. Crozier Junior High School in
13 Inglewood such as they have alleged, which conditions result
14 in depriving students at those schools, including plaintiffs
15 Remington Castille, Sharifa McCauley, Justin Jones, and
16 Taylor Jones, with a basic education and with basic
17 educational opportunities equal to those received by
18 children in other schools.

19 b. That cross-complainant receive such other,
20 further, or different relief as may be deemed just and
21 equitable.

22 c. That cross-complainant recover from the
23 Inglewood Unified School District its costs herein incurred.

24 18. On Its Eighteenth Cause of Action:

25 a. That the Long Beach Unified School District
26 (and as well its respective officers, agents, servants and
27 employees) and each of them be restrained and enjoined both
28 during the pendency of this action and permanently

1 thereafter from commission of the acts herein complained of,
2 and that the Long Beach Unified School District be
3 restrained and enjoined from failing to comply with
4 applicable statutes and regulations, and from failing to
5 provide students at Jackie Robinson and Lincoln Elementary
6 Schools, including plaintiff Ronisha Good, with a basic
7 education and with basic educational opportunities equal to
8 those received by children in other schools.

9 b. That cross-complainant receive such other,
10 further, or different relief as may be deemed just and
11 equitable.

12 c. That cross-complainant recover from the Long
13 Beach Unified School District its costs herein incurred.

14
15 DATED: December 11, 2000

16
17 O'MELVENY & MYERS LLP
18 JOHN F. DAUM
19 FRAMROZE M. VIRJEE
20 DAVID L. HERRON
21 DAVID B. NEWDORF

22 By: John F. Daum/D&N
23 John F. Daum
24 Attorneys for Defendant and
25 Cross-Complainant
26 State of California
27
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