LCW Liebert Cassidy Whitmore

Education Matters

News and developments in education law, employment law, and labor relations for School and Community College District Administration.

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LCW NEWS

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TITLE IX

Lawsuit Alleging School Maintained A Policy Of Deliberate Indifference To Reports Of Sexual Misconduct That Created Heightened General Risk Of Sexual Harassment Can Survive Motion To Dismiss.

Three female students were sexually assaulted while undergraduates at the University of California, Berkeley.

Karasek Complaint
In February 2012 while attending an overnight trip with a student club, a student sexually assaulted Sofie Karasek. Karasek reported the assault to the club's president who reported to a University official that the student assaulted Karasek and two other female club members. The University official discouraged the president from removing the alleged perpetrator from the club. However, after the alleged perpetrator assaulted another female club member, the president removed the alleged perpetrator from the club entirely.

In April 2012, Karasek and three other women met with University officials to formally report their assaults. Contrary to the University's Sexual Harassment Policy, the officials did not inform Karasek of the options for resolving her claim, the range of possible outcomes, the availability of interim protective measures, or that the University would not actually investigate unless Karasek submitted a written statement. One month later, Karasek learned that one of the other victims submitted a written statement, so she also submitted a written report to the Center for Student Conduct.

The following month, a University official met with the alleged perpetrator, but no formal consequences resulted from that meeting. In the fall semester, the Title IX Director met with the alleged perpetrator for the first time and decided to resolve the complaint without a formal investigation. The University sent the alleged perpetrator an Administrative Disposition Letter stating he violated the University's Student Code of Conduct and sanctioned the alleged perpetrator in October 2012.

Meanwhile, the University did not inform Karasek that it opted not to formally investigate nor that it informally resolved the complaint or sanctioned the alleged perpetrator.

Commins Complaint
In January 2012, an acquaintance of Nicolette Commins sexually assaulted her in her apartment. Commins reported the assault to the Student Health Center the next day and to the University's Police Department. The University placed the acquaintance on interim suspension that only allowed the acquaintance on campus to attend his classes. Commins submitted an Incident Report Form to the Center for Student Conduct. Several weeks later, a University official met with Commins to discuss her allegations and intimated the University would not investigate until after the Berkeley Police Department finished its criminal investigation.

After the acquaintance was convicted of felony assault in October 2012, University officials began communicating with the acquaintance about the University's investigation. The Title IX Director completed her investigation in January 2013, found the acquaintance violated the University's Policy on Sexual Harassment, and forwarded that finding to the University's Center for Student Conduct.

The CSC began an informal investigation. Despite Commins's stated preference for the University permanently expelling the acquaintance, the University only agreed to suspend the acquaintance until Commins completed undergraduate studies. The University sent the acquaintance an Administrative Disposition Letter informing him he violated the Code of Student Conduct and imposing sanctions. The Director emailed Commins to inform her of the outcome of the investigation, but she sent the email to an address that Commins never used to communicate with the University. Commins did not see the email, and she was not given an opportunity to appeal or contest the sanctions.

A year later, Commins requested the University continue to preclude the acquaintance from the University while she completed graduate studies, but the University declined the request.

Butler Complaint

During the summer of 2012, Aryle Butler worked as a research assistant in Alaska for a University graduate student. The student paid Butler directly, and Butler did not receive academic credit for her work. Butler lived at a facility unaffiliated with UC that hosted other educations programs.

Butler's assailant, John Doe, was a part-time instructor for another education program. While Butler was alone in a common area, Doe sexually assaulted Butler. Butler reported the incident to the graduate student but stated she did not want the graduate student to do anything. After Butler reported a second incident, Doe again sexually assaulted Butler in a common area. Butler reported the incident to the graduate student who arranged for Butler to stay in her private cabin not at the facility.

Butler first reported her assaults to the University in November 2012. She did not identify Doe. In February 2013, Butler again met with University officials but wanted to remain anonymous, fearing retaliation if she reported the assault. Ultimately, Butler disclosed where the assaults occurred, but did not disclose Doe's identity.

Several months later, Butler told a University official she thought the University violated federal law, state law, and its policies regarding her report of sexual assault. The official explained the University's policies would not apply unless Butler's assailant was University employee. Butler then revealed the names of the facility, the graduate student, and the graduate student's faculty advisor. Butler asked the official to research the education program to determine whether the University's policies applied.

The official researched the program and found it had no connection to the University. Butler again met with the official and identified Doe as her assailant and as a guest lecturer at the University. The University did not take any further steps to investigate Butler's claims. At a deposition, Doe confirmed he visits the University "once or twice a year," and that he sporadically serves as a guest speaker. Doe estimated that he gives a guest lecture once "every year or two," and that he had been on campus five or six times since the summer of 2012.

Lawsuits

Karasek, Commins, and Butler sued the University under Title IX of the Education Amendments of 1972. The women alleged the University violated Title IX when it failed to respond adequately to their individual assaults. Additionally, the women alleged the University violated Title IX when it maintained a general policy of deliberate indifference to reports of sexual misconduct, which heightened the risk the women would be assaulted.

On the latter allegation, the women pointed to the University's history of responding to reports of sexual misconduct. Specifically, the women described a 2014 report prepared by the California State Auditor detailing several deficiencies in the University's handling of sexual-harassment cases between 2009 and 2013 and an administrative Title IX claim filed in 2014 by thirty-one women, alleging the University did not adequately respond to complaints of sexual assault since 1979. This is known as a "pre-assault claim."

After multiple rounds of motions to dismiss, the trial court dismissed all but Butler's Title IX claim, on which the trial court ultimately granted summary judgment to the University because there were no material facts in dispute. The trial court then entered judgment in favor of the University on all claims. The women appealed.

Appeal

On appeal, the women argued Karasek and Commins adequately pleaded a Title IX violation based on the University's response to their reports of sexual assault, Butler established a genuine issue of material fact as to whether the University violated Title IX in its response to

her report, and the women adequately alleged that the University's policy of indifference to sexual misconduct violated Title IX.

Title IX prohibits discrimination based on sex in education programs or activities receiving Federal financial assistance. An individual alleging a Title IX claim against a school must establish five elements: (1) the school must exercise substantial control over both the harasser and the context in which the known harassment occurred; (2) the individual must have suffered severe, pervasive, and objectively offensive harassment that deprived her of access to the educational opportunities or benefits provided by the school; (3) a school official with authority to address the alleged discrimination and institute corrective measures must have actual knowledge of the harassment; (4) the school acted with "deliberate indifference" to the harassment, such that the school's response was clearly unreasonable; and (5) the school's deliberate indifference must have subjected the individual to harassment.

The trial court dismissed Karasek's and Commins's claims for failing to adequately allege the fourth element—deliberate indifference. On Butler's claim, the trial court found that she failed to demonstrate the first, fourth, and fifth elements—that the University controlled Butler's assailant, acted with deliberate indifference, and caused Butler to undergo harassment. The Court of Appeals affirmed the trial court's orders with respect to each of the individual claims.

Regarding Karasek's complaint, the Court of Appeals found the eight and one-half months between the date when the University had actual notice of Karasek's assault and when the student accepted the sanctions the University proposed did not constitute a deliberate attempt to sabotage Karasek's complaint, especially because the University was not idle during those months even though it could have acted more quickly. Additionally, even though the University's conduct was inconsistent with guidance from the U.S. Department of Justice (namely, a 2011 "Dear Colleague Letter" regarding sexual misconduct) and its own policies, this did not create deliberate indifference to Karasek's complaint. The Dear Colleague Letter was "merely advisory" and was rescinded in 2017. The University's noncompliance with its own policies was, at most, "negligent, lazy and careless." Regardless, the University investigated the complaint, met with the assailant, and imposed appropriate sanctions. The University's decisions regarding sanctions were not clearly unreasonable, but the Court noted the University's lack of communication was inexcusable.

Regarding Commins's complaint, the Court of Appeals found the thirteen months between the date Commins reported her sexual assault and the date the University imposed sanctions on the acquaintance did not constitute a deliberate attempt to sabotage Commins's complaint. The University's violation of the Dear Colleague Letter and its own policies did not establish deliberate indifference. The Court of Appeals found the University's lack of communication was a significant failing and its decision to resolve Commins complaint informally without allowing Commins to testify or present evidence was troubling. However, the response was not deliberately indifferent even though the Court disagreed with how the University handled the complaint.

Regarding Butler's complaint, the Court of Appeals found the University did not fail to investigate her complaint. Additionally, considering Doe was not a University employee and the assault did not occur on University-controlled property, it was unclear what protective measures the University could have imposed.

The trial court dismissed the pre-assault claim because it did not find any legal precedent for allowing the claim. However, the Court of Appeals found such a claim was a cognizable theory of Title IX liability, so it vacated the trial court's dismissal of the claim.

Specifically, the Court of Appeals found a pre-assault claim can survive a motion to dismiss if an individual plausibly alleged (1) a school maintained a policy of deliberate indifference to reports of sexual misconduct, (2) which created a heightened risk of sexual harassment (3) in a context subject to the school's control, and (4) the individual was harassed as a result. Here, the women did not need to allege the University had actual knowledge or acted with deliberate indifference to a particular incident of harassment, rather they just needed to allege facts demonstrating the four elements the Court of Appeals articulated above. The women did this by describing the 2014 California State Auditor report and other data showing how the University previously handled reports of sexual misconduct. Ultimately, the Court of Appeals directed the trial court to decide whether the women's allegations were sufficient to survive a motion to dismiss under the above principles regarding the pre-assault claim.

Karasek v. Regents of the Univ. of California (2020) 948 F.3d 1150.

TRANSGENDER STUDENTS

Federal Law Does Not Provide Parents Or Students The Right To Demand Transgender Students Use The Bathroom That Matches The Students' Sex Assigned At Birth.

A student at an Oregon high school who had been born and who remained biologically female publicly identified as a male, and he asked school officials to allow him to use the boys' bathroom and locker room. The School District responded by creating and implementing a "Student Safety Plan" for the transgender boy (Student A) and any other transgender student who might make a similar request in the future, in order to ensure that transgender persons like Student A could safely participate in school activities.

The Plan permitted Student A to use the boys' locker room and bathroom facilities with his peers. The Student Safety Plan required staff to receive training regarding Title IX and teach about anti-bullying and harassment and implemented other measures to ensure student safety. Student A began using the boys' locker room and changing clothes in front of other male students. This caused other boys "embarrassment, humiliation, anxiety, intimidation, fear, apprehension, and stress."

When parents became aware of the Student Safety Plan, many opposed it publicly. Some parents were concerned about the prospect of their children using locker rooms or bathrooms together with a student who was assigned the opposite biological sex at birth, and others were concerned the plan interfered with their moral or religious teaching. A group of parents sued the District, the Oregon Department of Education, the Governor of Oregon, and various federal officials and agencies and argued the Student Safety Plan violated the Constitution and numerous other federal and state laws. The Parents wanted the trial court to stop the District from implementing the Student Safety Plan and issue a mandate that students may only use the bathrooms, locker rooms, and showers that matched their biological sex assigned at birth.

The District and two other defendants requested the trial court dismiss the lawsuit against them, which the trial court granted, with prejudice, for reasons based on various federal laws. The Parents appealed. On appeal, the Parents challenged the trial court's dismissal of their claims that the District violated: (1) the Fourteenth Amendment right to privacy; (2) Title IX; (3) the Fourteenth Amendment right to direct the education and upbringing of one's children; and (4) the First Amendment's Free Exercise Clause.

Specifically, the Parents argued the Fourteenth Amendment provided a "fundamental right to bodily privacy" that included "a right to privacy of one's fully or partially unclothed body and the right to be free from State-compelled risk of intimate exposure of oneself to the opposite sex." Because the District's Student Safety Plan required students to risk being intimately exposed to students of the opposite biological sex without any compelling justification, the Parents argued the District violated their fundamental Fourteenth Amendment rights. The trial court concluded the Fourteenth Amendment did not provide high school students with a constitutional privacy right not to share restrooms or locker rooms with transgender students whose sex assigned at birth is different than theirs. The Parents failed to show how the Fourteenth Amendment protected against the District's implementation of the Student Safety Plan. Accordingly, the Court of Appeals affirmed the trial court's dismissal with prejudice of the Parents' claim for violation of privacy under the Fourteenth Amendment's Due Process Clause.

Next, the Parents argued the District's policy violated Title IX by turning locker rooms, showers, and multi-user restrooms into sexually harassing environments and by forcing students to forgo use of such facilities as the solution to harassment. The trial court concluded the alleged harassment was not discrimination based on sex within the meaning of Title IX, because the District's plan did not target any student because of their sex. Rather, the Student Safety Plan applied to all students regardless of their sex, and therefore the Parents did not demonstrate the District treated any students differently. Additionally, the District's Student Safety Plan did not create a severe, pervasive, and objectively offensive environment.

The Parents also argued Title IX required facilities to be segregated based on "biological" sex rather than "gender identity." However, the Court of Appeals held that just because Title IX authorized sex-segregated facilities did not mean they are required, let alone they must be segregated based only on biological sex and cannot accommodate gender identity. Furthermore, Title IX did not provide Parents a right to sue the District for not providing facilities segregated by "biological sex," and it did not create distinct "bodily privacy rights." Overall, Parents failed to establish the Student Safety Plan created a severe, pervasive, and offensive harassment or any District action motivated by gender. The Parents did not allege that transgender students made inappropriate comments, threats, deliberately flaunted nudity, or physically touched other students. Rather, the Parents stated students allegedly felt harassed by the mere presence of transgender students in locker and bathroom

facilities, which the Court of Appeals held is not enough to sustain a Title IX violation. Accordingly, so the Court of Appeals affirmed the trial court's dismissal of the Title IX claim.

Parents then alleged the Fourteenth Amendment gave them the fundamental rights to direct the care, education, and upbringing of their children, which also encompassed the following rights: (1) "the power to direct the education and upbringing of their children;" (2) the right to "instill moral standards and values in their children;" (3) the "right to determine whether and when their children will have to risk being exposed to opposite sex nudity at school;" and (4) the "right to determine whether their children, while at school, will have to risk exposing their own undressed or partially unclothed bodies to members of the opposite sex" in "intimate, vulnerable settings like restrooms, locker rooms and showers." Parents argued the Student Safety Plan violated these rights.

The Court of Appeals identified authority that Parents lack a fundamental right to direct the District's bathroom and locker room policy, and Parents failed to cite any Supreme Court cases that stated Parents had the right to direct the curriculum, administration, or policies of public schools as the Parents attempted to do in this matter. The Court of Appeals affirmed the trial court's dismissal with prejudice of this claim.

Lastly, Parents argued the Student Safety Plan violated their First Amendment rights to exercise their religion freely because the Student Safety Plan forced them to be exposed to an environment in school bathrooms and locker facilities that conflicted with and prevented them from fully practicing their religious beliefs. Specifically, the Plan prevented students from practicing the modesty their faith required of them.

First, the Court of Appeals held the Student Safety Plan was not adopted with the specific purpose of infringing on the Parents' religious practices or suppressing religion. Accordingly, the trial court correctly concluded that the Student Safety Plan is neutral and generally applicable with respect to religion. Second, the Student Safety Plan affected all students and staff—it did not place demands on exclusively religious persons or conduct. The Court of Appeals found the Student Safety Plan was rationally related to the legitimate purpose of protecting student safety and well-being and eliminating discrimination based on sex and transgender status. Thus, the Plan did not impermissibly burden the Parents' First Amendment free exercise rights.

In sum, Parents failed to state any claim upon which a court could grant relief. The Court of Appeals affirmed the judgment of the trial court.

Parents for Privacy v. Barr (2020) __ F.3d __ [2020 WL 701730].

BUSINESS & FACILITIES

An Irrevocable License Not Properly Recorded Will Not Survive Transfer Of Property Absent Actual Notice Of The License.

In 1950, the owner of property in Los Angeles (the "first property") agreed to provide eight parking spaces to the owner of a neighboring lot (the "second property") who intended to build a warehouse on the site. The parties executed the agreement and filed an affidavit documenting the agreement with the city. The affidavit was part of the permitting process. Neither property owner recorded the agreement.

In 1994, a limited liability corporation, 3000 E. 11th St., LLC, operated by Steven Soroudi, purchased the first property. Soroudi inspected the property, title, and deed before the purchase. There was no indication that anyone other than the previous owner's employees parked on the property, and neither the title report nor the deed mentioned the affidavit or listed it as an encumbrance on the property.

In 2007, Ruben Gamerberg purchased the second property. He, too, was unaware of the parking affidavit. However, in 2013, Gamerberg began consulting with the city about expanding the warehouse and a city official informed him that there was a parking affidavit for the property.

In October 2013, Gamerberg sent Soroudi a certified letter with the parking affidavit, and requested access to the parking spaces. Soroudi consulted his attorney and made a claim on his title insurance, but did not respond to the letter. Gamerberg then notified the city that he informed Soroudi of the affidavit, and the city approved Gamerberg's expansion plans.

In March 2015, Gamerberg, nearing completion of the expansion, contacted Soroudi to confirm the location and availability of the parking spaces. Soroudi informed Gamerberg that he referred the matter to his attorney, but did not provide access to the parking spaces. In December 2015, Gamerberg filed a complaint against Soroudi and his corporation seeking an irrevocable license to access the parking spaces under the 1950 affidavit.

At trial, Gamerberg, Soroudi, and a city official testified. At the conclusion of the trial, the court ruled that the parties' predecessors' affidavit created an irrevocable license to the parking spaces even though both Gamerberg and Soroudi took title to their respective properties with no knowledge of the affidavit. Soroudi and his corporation then appealed the trial court's decision.

On appeal, the Court of Appeal reviewed the standards for the grant of an irrevocable license, and whether the court should grant such license in this case, where the parties had no notice of the license.

The Court distinguished covenants that run with the land, such as easements, from licenses, which are personal rights, confer no interest in land, and which may be revoked. The Court then distinguished revocable licenses from irrevocable licenses, in which the licensee relies on the licensor's representations or on the terms of the license and thereafter makes substantial expenditures of money or labor in the execution of the license. In such cases, the Court concluded that the license should continue for so long as is appropriate. The Court noted the courts sparingly use their power to declare irrevocable licenses, and only do so where the licensee expends the substantial, considerable, or great amounts, based on the licensor's representations or on the terms of the license.

The Court then analyzed whether an irrevocable license is binding on a subsequent purchaser who takes the property without notice of the license. The Court considered case law on the subject before concluding that an irrevocable license must be recorded in the property records in order to bind subsequent purchasers who lack actual notice of the license. Here, the Court concluded that the failure of the original signatories to record the license and to expressly state that such license would bind subsequent assignees meant that the unrecorded license did not survive the subsequent transfer of the property.

Accordingly, the Court of Appeal reversed the trial court decision, and invalidated the unrecorded license.

Gamerberg v. 3000 E. 11th St., LLC (2020) 44 Cal.App.5th 424.

Construction Defects Substantial Completion Statutory Period Triggered By Statute, Not Private Contract.

Hensel Phelps Construction Co., a general contractor, entered into a construction contract with the developer of the mixed-use project in San Diego. The project included a residential condominium tower. Smart Corner Owners Association would eventually manage and maintain the tower. Smart Corner was not a party to the construction contract, which obligated Hensel Phelps to construct the development, including the residential tower.

The contract also obligated Hensel Phelps achieve "substantial completion" of the entire work under the contract within a time certain. The contract defined the term "substantial completion" using five criteria. The contract provided that minor corrective work or incomplete work would not be grounds for asserting that it did not achieve substantial compliance.

On May 24, 2007, the project architect signed the certificate of substantial completion. A Hensel Phelps representative signed the certificate, as did a representative of the owner.

More than ten years later, on July 6, 2017, Smart Corner provided notice to Hensel Phelps of its construction defect claim, which identified numerous alleged defects in the project's construction. Smart Corner then filed a lawsuit alleging a single cause of action for construction defects under the Right to Repair Act.

After a year of litigation, Hensel Phelps filed its motion to dismiss the lawsuit on legal grounds, arguing that the 10-year limitations period under Civil Code section 941 barred Smart Corner's claims. Hensel Phelps argued that the statute began to run on May 24, 2007, when the project architect issued the Certificate of Substantial Completion and Hensel Phelps satisfied the provisions for substantial completion under the contract. Hensel Phelps asserted that "substantial completion" under the statute had the same meaning as "substantial completion" in its construction contract with the developer, and that because the parties to the contract agreed that "substantial completion" occurred on May 24, 2007, Smart Corner's claim was untimely.

Smart Corner disputed that Hensel Phelps could apply its contractual definition of substantial completion to the statute. The trial court agreed, denying Hensel Phelps's motion and finding that the definition of substantial completion in the contract did not trigger the running of the statute. Hensel Phelps appealed.

On appeal, the Court analyzed the interpretation of substantial completion in construction defect litigation, looking to the intent of the legislature in enacting the applicable statute. The Court concluded that the statute in question, Civil Code section 941, incorporates the phrase "substantial completion," and identifies one

single triggering event. The statute provides: "Except as specifically set forth in this title, no action may be brought to recover under this title more than 10 years after substantial completion of the improvement but not later than the date of recordation of a valid notice of completion."

The Court then reviewed the contractual and statutory concepts of substantial compliance. Hensel Phelps contended that the statute adopts a concept of substantial completion as determined by the parties to its construction contract. Hensel Phelps further claimed that the contracting parties' agreement on a date of substantial completion is "conclusive" and cannot be disputed in later litigation. However, the Court noted that the legal basis for Hensel Phelps's contention was unclear, and that Hensel Phelps did not cite any legislative history, case authority, or secondary sources to support its interpretation.

The Court then rejected Hensel Phelps's argument, concluding that the date of substantial completion is an objective fact about the state of construction of the improvement, to be determined by the trier of fact, and that it is a statutory standard, not a contractual one. The Court held that the parties to a construction contract may not independently determine when the statutory limitations period begins to run.

The Court noted difficulties in simply adopting a contractual concept of substantial completion, including that Smart Corner did not agree to the concept of substantial completion in Hensel Phelps' contract, and that it would be unfair to hold Smart Corner to a standard to which it did not agree. Viewed as a whole, the Court concluded that the contractual concept of substantial completion is an imperfect fit for the standard of substantial completion under the statute.

The Court held that what matters is the actual state of construction of the improvement and whether it is substantially complete. The Court concluded that the plain meaning of the statute compels the conclusion that a recorded notice of completion is not the only way to trigger the running of the statute. The Court found that the contractually agreed-upon date of substantial completion may be persuasive indirect evidence of the state of construction, but it is not conclusive as to that fact.

As a result, the Court rejected Hensel Phelps's appeal and its request to establish a bright line rule that, once a certificate of substantial completion is issued the ten-year statutory period begins.

Hensel Phelps Constr. Co. v. Superior Court of San Diego Cty. (2020) 44 Cal.App.5th 595.

A Public Entity's Failure To Take Action To Prevent Injury On An Adjacent Property Does Not Make The Public Entity's Property A Dangerous Condition

In the City of Del Mar a railroad right-of-way owned by the local transit district runs along the top of the ocean bluff, perpendicular to the end of street. A guardrail on City property prevents automobiles from continuing past the end of the street to reach transit district's right-of-way, but pedestrians are able to walk around the guardrail to access right-of-way and the train tracks.

Members of the public frequently walk around the guardrail and access right-of-way to walk next to the train tracks, and over the years, there have been multiple train-related injuries, fatalities, and near misses along the bluff. Despite these instances, the City did not erect a fence or barrier to prevent pedestrians from walking around the guardrail.

On the night of September 24, 2016, Javad Hedayatzadeh and two friends walked around the guardrail and crossed the train tracks, knowing that they were trespassing on transit district property. Javad noticed a freight train coming from the south and told his friends that he was going to use his phone to take a video "selfie" of himself next to the train. As Javad neared the train tracks, the train struck and killed him. The location where the train struck Javad was more than 40 feet from the City's property.

Javad's father, Hedayatzadeh, filed a lawsuit against the City, alleging a single cause of action against the City for dangerous condition of public property. The suit alleged that the City property adjacent to the railroad right-of-way was in a dangerous condition as it exposed the using public to a substantial risk of injury when the public used it in a reasonably foreseeable manner.

In response to the suit, the City moved for judgment in its favor on the grounds that, as a matter of law, the City's own property was not in a dangerous condition. After considering the evidence and argument presented by the parties, the trial court granted the City's motion. The trial court explained that Hedayatzadeh did not meet his burden of showing that the City created, enhanced, or intensified a danger to the public. Hedayatzadeh appealed the decision.

The Court of Appeal first examined the law governing liability for a dangerous condition of public property, and the circumstances under which courts may hold

a public entity liable for injuries caused by such conditions. The Court examined Government Code section 835, which establishes the requirements for liability based on a dangerous condition of public property. The Court then reviewed a related statute which provides that a condition is not a dangerous condition if the risk created by the condition was so minor that no reasonable person would conclude that the condition created a substantial risk of injury if the property was used with due care. The Court concluded that the existence of a dangerous condition is ordinarily a question of fact, but that the issue may be resolved as a matter of law if reasonable minds can come to only one conclusion as to whether the property constituted a dangerous condition.

The Court of Appeal then reviewed relevant case law to determine whether, as a matter of law, a dangerous condition existed on the City property.

Hedayatzadeh took the position that City's property posed a dangerous condition because it is adjacent to the transit district's right-of-way containing the train tracks, the train tracks pose a danger to trespassers, and the City has not taken any action, such as constructing a fence, to prevent pedestrians from walking around the guardrail and trespassing on train tracks. The City argued that it did not create a dangerous condition on its property. It argued that the dangerous condition was not on its property.

The Court explained that under certain circumstance a hazardous condition on an adjacent property may give rise to liability for a dangerous condition of public property. The Court gave an example of a tree located on public property with a decayed limb overhanging private property thus creating a hazard to that property and the persons on it. Similarly, a hazard on an adjacent property may give rise to liability for a dangerous condition of public property when persons using the public property are exposed to injury. Here the Court gave the example of a tree located on adjacent obstructing the motorists' view of approaching vehicles on a public street.

Next, the Court examined instances in which a public entity undertakes an affirmative act that put users of public property into danger from adjacent property, such as placing a bus stop at a location that encouraged bus patrons to cross a busy street to reach the bus stop, although a less dangerous location was available. The Court then analyzed whether a public entity that did not engage in any affirmative act, but merely failed to prevent users from leaving public property and willfully accessing a hazard on adjacent property could be liable for its failure to prevent the danger to the users. The Court concluded that in such circumstances case law does not extend liability to the public entity.

The Court held that the City is not liable as a matter of law for merely failing to erect a barrier at the site of the guardrail to prevent pedestrians from choosing to enter a hazardous area on the transit district's adjacent right-of-way.

Hedayatzadeh v. City of Del Mar (2020) 44 Cal.App.5th 555.

FIRM VICTORY

Peace Officer's Grievance Denied; Police Chief's Order Upheld Regarding Administrative Leave For Fitness For Duty Exam.

LCW Associate Attorney Danny Yoo represented a City in a grievance arbitration that resulted in a denial of a police officer's grievance.

In October 2018, a police officer initiated an unscheduled meeting with the Chief of Police. During the meeting, the officer became emotional and stated that she was having trouble responding to radio calls. Out of concern for the officer's well-being and ability to perform the duties of a peace officer, the Chief had the Assistant Chief follow up with the officer via telephone. The officer again expressed she was having difficulty working and was intensely emotional.

The Chief and Assistant Chief consulted with an expert police psychologist who recommended that the officer undergo a fitness for duty (FFD) examination to determine whether she could complete her duties as a police officer. The Chief directed the officer to attend the FFD examination and placed her on leave pending the examination. The officer grieved the decision to place her on administrative leave and alleged a violation of the applicable Memorandum of Understanding (MOU).

The City denied the officer's grievance on multiple grounds. First, the Chief was exercising a management right in ordering the FFD examination. The Chief had a statutory duty to ensure that the city's peace officers were free from any physical, emotional or mental condition that might adversely affect the exercise of their police powers as required under Government Code section 1031.

Second, the city denied the officer's grievance because the MOU only allowed for grievances related to any alleged violation of any of the city's personnel rules. The City's personnel rules also said that directing and managing employees is a management right. The MOU stated that all rights not clearly and expressly limited by the MOU are expressly reserved to the City. Nothing in the MOU limited the City's right to send an employee for a FFD exam.

After exhausting the City's grievance procedures, the officer formally requested advisory arbitration. The parties participated in two days of hearings. Ultimately, the arbitrator agreed with the City that: (i) placing the officer on administrative leave and directing a Fitness for Duty examination was within the purview of the city's exclusive management right to direct its peace officer employees; and (ii) the City's conduct was not grievable under the terms of the MOU.

NOTE:

Agencies have a legal duty to ensure their peace officers are fit to perform their law enforcement duties. LCW is proud to have assisted the Chief of Police to carry out this critical public safety duty.

PUBLIC SAFETY

Sheriff's Department Lawfully Terminated Probationary Deputy Sheriff.

In January 2015, the Los Angeles County Sheriff's Department hired David Amezcua as a Deputy Sheriff Generalist. The Department placed him on a 12-month probationary period pursuant to the County's Civil Service Rules. Under those rules, the probationary period cannot be less than six months nor more than 12 months. However, the rules also provide that if an employee is absent during the probationary period, the appointing power can calculate the probationary period on the basis of actual service, exclusive of the time away. Determining when the probationary period ends is important because an employee on probation can be terminated without a hearing, but a permanent employee cannot.

In July 2015, Amezcua became the subject of an administrative investigation. A female inmate at the detention center where he worked complained that he had asked her inappropriate personal questions and expressed a desire to have a relationship with her. A few days later, the Department placed Amezcua on Relieved of Duty status.

In August 2015, the Department sent Amezcua a letter notifying him that his probationary period was being extended because he had been absent as a result of his Relieved of Duty status.

On July 18, 2016, even though the administrative investigation was deemed unresolved, the Department terminated Amezcua without a hearing. The Department concluded that Amezcua had a "propensity to engage in inappropriate communication with inmates, lack of attention to safety, unethical conduct, and poor judgment." Amezcua filed an appeal of his termination with the Civil Service Commission, but the Commission denied his appeal. Amezcua subsequently filed an amended appeal, which the Commission again denied.

Amezcua then petitioned the superior court to review the Commission's denial of his appeal. Amezcua alleged that the Department violated the Public Safety Officers Procedural Bill of Rights Act by denying him an administrative appeal. Amezcua argued that he was never absent from duty and that his firing as a probationary employee was improper because he became a permanent employee in January 2016, that is, 12 months from the date of his hire. The superior court denied Amezcua's petition, finding that "there should be no dispute that [Amezcua] was absent from duty when he was on Relieved of Duty status." Thus, the Department was entitled to extend his probationary period and terminate him without a hearing. Amezcua appealed.

First, Amezcua argued to the California Court of Appeal that the Department was not authorized to extend his probationary period. The Court of Appeal rejected this argument and found that the plain words of the County rules permit the "appointing power," in this case, the Department, to "calculate the probationary period on the basis of actual service exclusive of time away."

Second, Amezcua argued that because he was paid while on Relieved of Duty status, the Department could not exclude this time from his probationary period. Once again, the court disagreed, concluding that the rules made no reference as to whether his absence was paid or unpaid.

Finally, Amezcua argued that he was engaged in the duties of a Deputy Sheriff while he was on Relieved of Duty status, and thus was not absent from duty. However, Amezcua was not able to describe what, if any, duties he performed while on Relieved of Duty status. Accordingly, the Court of Appeal concluded the superior court was right to deny Amezcua's petition.

Amezcua was a probationary employee at the time of his termination, and not entitled to a hearing to challenge the discipline.

Amezcua v. Los Angeles County Civil Service Commission (2019) 44 Cal.App.5th 391.

NOTE:

Public agencies do not need cause to release employees during the probationary period. As a result, public agencies should carefully track the length of a probationary period. This case approved a rule that excluded leave time from the probationary period. That provision helps ensure that your agency has the benefit of the entire probationary period to evaluate the employee.

ATTORNEY FEES

Officer Who Sued Without Good Faith Or Reasonable Cause Must Pay City's Fees.

Michael Marciano joined the Los Angeles Police Department (LAPD) in 2008. In 2014 and 2015, Marciano was a patrol officer in LAPD's North Hollywood Division. One of Marciano's regular patrol partners was Andrew Cota.

Between November 2014 and September 2016, Lieutenant Toledo verbally criticized Marciano and Cota's productivity. During this period, Marciano and Cota requested to work as partners, which Toledo denied due to their low productivity. In January 2015, Marciano reported to a supervisor that Toledo imposed an unlawful ticket quota upon him due to low productivity.

In February 2015, Marciano became agitated during a conversation with Toledo, raised his voice, and requested desk duty. Marciano received desk duty in accordance with this request. Thereafter, Marciano asked his doctor to take him off work, and Marciano filed a worker's compensation complaint for stress. That complaint was denied.

When Marciano returned from leave in March 2015, the patrol captain asked Marciano to transfer to another division and offered to put Marciano at the top of the list for the division of his choosing. When Marciano declined the offer, the matter was dropped. In November 2015, another Lieutenant advised Marciano that he and Cota could no longer work together because they were a "risk management issue."

In May 2016, Marciano and Cota filed a complaint against the City for whistleblower retaliation in violation of Labor Code section 1102.5. The complaint made a number of allegations against the City, including that the City subjected Marciano and Cota to negative counseling sessions, threats of transfer, negative documentation about their refusal to comply with the unlawful quota, negative performance evaluations, denial of promotions, denying them to work together as patrol partners, and labeling them as risk management issues. They also alleged they lost in earnings and other benefits based on these actions.

During his deposition, Marciano admitted that many of the allegations in his complaint were not true. Specifically, Marciano admitted he never applied for any promotions, was not forced to transfer, never received negative counseling sessions or written performance evaluations, and actually was being paid more money at the time of his deposition than he was when he filed his suit. Marciano also admitted that it would be appropriate to split up two low performing officers (as was done to Marciano and Cota). Cota dismissed himself from the lawsuit following Marciano's deposition.

The City moved for summary judgment against Marciano, which the trial court granted on two separate grounds. First, none of the City's acts regarding Marciano constituted adverse employment actions as a matter of law. Second, Marciano failed to show any nexus between his reporting of the alleged ticket quota and any City actions referenced in the lawsuit. The trial court also granted the City's motion for attorney fees, finding Marciano's lawsuit was not brought in good faith, and without objective reasonable cause. Marciano appealed both the granting of summary judgment and the award of attorney fees to the City.

On appeal, Marciano only addressed one of the trial court's grounds for granting summary judgment—that none of the City's actions were adverse employment actions. Marciano's opening appellate brief made no reference, however, to the other independent reasons that the trial court gave for ruling against him, and therefore the Court of Appeal held that Marciano forfeited his ability to challenge the grant of summary judgment.

The Court of Appeal also affirmed the award of attorney fees. The Court of Appeal examined Marciano's many admissions during deposition, and found that Marciano had alleged actions in his complaint that were not true. All of these factors showed that Marciano did not bring his lawsuit against the City in good

faith. Further, the allegations that were true—such as Marciano's placement on desk duty—were either done at Marciano's request or took place before Marciano complained of an alleged ticket quota. The Court of Appeal held that no reasonable person would believe, in good faith, that Marciano's complaints, alone or in their totality, were substantial or detrimental enough to have materially affected any aspect of his career.

Marciano v. City of Los Angeles (2019) __ Cal.App.5th __ [2019 WL 5690649].

NOTE:

This case is unpublished, and therefore generally not citable. It is a notable reminder that employers may recover attorney fees under those rare circumstances when an employee's lawsuit is not brought in good faith or with reasonable cause.

LABOR RELATIONS

Unions Are Not Required To Refund Agency Fees Paid Prior To Janus *Decision.*

In *Janus v. American Federation of State, County, & Municipal Employees, Council 31*, 138 S.Ct. 2448 (2018), the U.S. Supreme Court (USSC) held that mandatory agency fees – fees non-member employees pay to the employee organization for its collective bargaining activities – are unconstitutional. Following the *Janus* decision, three public sector employees who were not members of their employee organization, filed a class action lawsuit against their union pursuant to 42 U.S.C. section 1983. The lawsuit sought declaratory and injunctive relief and reimbursement of the agency fees the employees had paid to the union. The employees argued that the union should return any agency fees paid prior to *Janus* because the fees were collected unlawfully and should have always been considered unconstitutional.

The union filed a motion to dismiss the claims for declaratory and injunctive relief as moot based on *Janus*. The union argued that the court should also dismiss the claim for the reimbursement of the fees because the union had collected them in good faith reliance on state law and then-binding USSC precedent. Prior to *Janus*, the USSC had concluded that agency fees were permissible. The district court agreed and dismissed the employees' claims. The employees appealed the dismissal of their claims for reimbursement of the fees paid.

On appeal, the employees argued that the union could not raise "good faith" as an affirmative defense to liability under 42 U.S.C. section 1983. First, they argued that the Court should disregard one of its prior decisions in favor of another, contrary decision. The Court explained that why the holdings in its two decisions were consistent.

The employees argued that the good faith defense was inapplicable because they were seeking only restitution of the agency fees they paid, and not damages. Again, the Ninth Circuit disagreed. It noted that their constitutional injury was "the intangible dignitary harm suffered from being compelled to subsidize speech they did not endorse. It is not the diminution in their assets from the payment of compulsory agency fees." On that basis, the Ninth Circuit determined that the employees were in fact seeking compensatory damages, not true restitution of the agency fees they had paid.

Finally, in affirming the district court's dismissal, the Ninth Circuit held that the union properly relied on both the state law and then-binding USSC precedent. For that reason, the Ninth Circuit determined that the union could use a good faith defense. The Ninth Circuit explained, "We hold that the Union is not retrospectively liable for doing exactly what we expect of private parties: adhering to the governing law of its state and deferring to the Supreme Court's interpretations of the Constitution. A contrary result would upend the very principles upon which our legal system depends. The good faith affirmative defense applies as a matter of law, and the district court was right to dismiss [the] claim for monetary relief."

Danielson v. Inslee (2019) 945 F.3d 1096.

NOTE:

The Danielson decision, together with California Government Code section 1159 (which provides public agencies immunity from employee claims for reimbursement of mandatory agency fees paid pre-Janus), effectively relieves public sector unions in California from liability for any pre-Janus agency fee deductions.

GOING AND COMING RULE

City Was Not Liable For Accident That Occurred On Employee's Commute To Work.

Kim Rushton worked for the City of Los Angeles as a chemist at one of the City's water treatment plants. In 2015, while Rushton was commuting to work in his own car, he struck and killed pedestrian, Ralph Bingener, who was stepping off the curb into a crosswalk. Rushton was not performing any work for the City at the time, and his job did not require him to be in the field or drive his personal car. The City did not compensate Rushton for his commute time.

At the time of the accident, Rushton was receiving treatment for chronic health problems, including neuropathy in his feet, a tremor, and occasional seizures. However, Rushton testified that his conditions were controlled and did not contribute to the accident in any way. Additionally, two months before the accident, Rushton was injured on the job. Rushton's physicians prescribed various work restrictions when he returned to work, but they did not place any restrictions on his driving.

Bingener's surviving brothers sued. They alleged the City was vicariously liable for Rushton's negligence. An employer is vicariously liable for the wrongful acts its employees commit within the scope of their employment. However, an employee is generally not acting within the scope of employment when going to or coming from the regular place of work, with some exceptions. This rule is known as the "going and coming" rule. The City moved for summary judgment based on the coming and going rule, and the trial court agreed. Bingener's brothers appealed.

On appeal, the court concluded that the going and coming rule applied. Rushton was on his normal morning commute, and his work did not require him to use his personal car. Rushton worked in a water treatment plant, and he never went out in the field. Further, nothing about Rushton's job as a chemist made the chance that he would hit a pedestrian during his ordinary commute a foreseeable risk for the City.

While Bingener's brothers argued that the "work-spawned risk" exception to going and coming rule applied, the court disagreed. The work-spawned risk exception applies if an employee endangers others with a risk arising from or related to work. The brothers claimed that Rushton's driving to work was a foreseeable risk to the City's. However, the court noted that there was no evidence that the City knew or should have known that Rushton was a dangerous commuter. In fact, Rushton testified that his conditions did not contribute to the accident, and his physician, not the City, approved Rushton's return to work without limitation on his driving. Accordingly, the court concluded that the accident was not a foreseeable event as is required to hold an employer vicariously liable.

Bingener v. City of Los Angeles (2019) 44 Cal.App.5th 134.

NOTE:

While employers are generally not liable for wrongful acts that happen on an employee's commute to work, public agencies can be liable for injuries an employee causes while driving within the scope of employment. LCW can help agencies evaluate the risks associated with employees driving.

DID YOU KNOW....?

Whether you are looking to impress your colleagues or just want to learn more about the law, LCW has your back! Use and share these fun legal facts about various topics in labor and employment law.

Scent and chemical sensitivities can be a disability subject to the protections of the ADA and FEHA. (*Barrie v. California Dept. of Trans*., 2019 WL 1396036 (2019).)

A public agency can consider salary information that is publicly available under the CPRA or FOIA when determining whether to offer an applicant employment. (Labor Code, § 432.3(e).)

Effective January 1, 2020, employers may offer two new types of HRAs to current employees: Individual Coverage HRAs and Expected Benefit HRAs.

CONSORTIUM CALL OF THE MONTH

Members of Liebert Cassidy Whitmore's employment relations consortiums may speak directly to an LCW attorney free of charge regarding questions that are not related to ongoing legal matters that LCW is handling for the agency, or that do not require in-depth research, document review, or written opinions. Consortium call questions run the gamut of topics, from leaves of absence to employment applications, disciplinary concerns to disability accommodations, labor relations issues and more. This feature describes an interesting consortium

call and how the question was answered. We will protect the confidentiality of client communications with LCW attorneys by changing or omitting details.

Question: A human resources manager contacted LCW to ask if her district had to comply with a California Public Records Act request that did not include the accompanying fees for copies.

Answer: The attorney advised the human resources manager to promptly send a letter to the individual who made the request explaining that in order to receive copies of public records, he or she must provide payment for the fees covering the direct costs of duplication or a statutory fee. (Government Code section 6253(b).) The attorney noted while the individual may view the records at the district's location without charge, the district did not need to provide copies without the accompanying fees.

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FIRM PUBLICATIONS

To view these articles and the most recent attorney-authored articles, please visit: **www.lcwlegal.com/news.**

Los Angeles Partner **Peter Brown** and Sacramento Associate **Lars Reed** authored an article for *Bloomberg Law* titled "What Employers Should Know About the New Overtime Rate Regulations."

San Francisco Partner **Laura Schulkind** and Fresno Associate **Michael Youril** authored an article for the *Daily Journal* titled "High Court Guidance on Unemployment Benefits Public School Employees."

Partners **Scott Tiedemann**, **Donna Williamson**, **Linda Adler**, **Suzanne Solomon** and **Liz Arce** were quoted in the *Santa Monica Observer* in an article regarding new California laws for 2020 that affect private schools, public agencies and police departments.

Los Angeles Partner **Adrianna Guzman** and San Diego Associate **Kevin Chicas** authored an article for the *Daily Journal* titled "Public Sector unions not liable for repayment of agency fees."

Sacramento Partner **Gage Dungy** and Associate **Savana Manglona** authored an article for the *Daily Journal*'s New Law Supplement on SB 778, which clarifies harassment training requirements and extends the compliance deadline.

Sacramento Partner **Gage Dungy** and Associate **Savana Manglona** authored an article for the *Daily Journal*'s New Law Supplement on AB 9, which extends the statute of limitations to file a FEHA employment discrimination claim from 1 to 3 years.

MANAGEMENT TRAINING WORKSHOPS

Firm Activities

Consortium Training

Mar. 4 **"Legal Issues Regarding Hiring"**
Gold Country ERC | Webinar | Jack Hughes

Mar. 4 **"The Future is Now - Embracing Generational Diversity and Succession Planning"** & **"Disaster Service Workers - If You Call Them, Will They Come?"**
NorCal ERC | Pleasant Hill | Kelly Tuffo

Mar. 5 **"Human Resources Academy II"** & **"File That! Best Practices for Document and Record Management"**
Central Valley ERC | Hanford | Che I. Johnson

Mar. 5 **"Supervisor's Guide to Understanding and Managing Employees' Rights: Labor, Leaves and Accommodations"**
Gateway Public ERC | Santa Fe Springs | Laura Drottz Kalty

Mar. 6 **"The Role of Behavioral Intervention Teams in Addressing Campus Safety and Security"**
Central CA CCD ERC | Clovis | Eileen O'Hare-Anderson

Mar. 6 **"Privacy Issues in Community Colleges"**
SCCCD ERC | Anaheim | Pilar Morin

Mar. 10 **"Difficult Conversations"** & **"The Art of Writing the Performance Evaluation"**
Bay Area ERC | Sunnyvale | Heather R. Coffman

Mar. 11 **"Allegations and Reports of Sexual Misconduct: Effective Institutional Compliance with Title IX and Related Statutes"**
Northern CA CCD ERC | Webinar | Pilar Morin

Mar. 12 **"Difficult Conversations"** & **"Nuts & Bolts: Navigating Common Legal Risks for the Front Line Supervisor"**
East Inland Empire ERC | Fontana | T. Oliver Yee

Mar. 12 **"Ethics for All"** & **"Workplace Bullying: A Growing Concern"**
North San Diego County ERC | Vista | Stephanie J. Lowe

Mar. 12 **"The Future is Now - Embracing Generational Diversity and Succession Planning"** & **"Supervisor's Guide to Understanding and Managing Employees' Rights: Labor, Leaves and Accommodations"**
San Diego ERC | Coronado | Frances Rogers

Mar. 12 **"Public Sector Employment Law Update"** & **"Difficult Conversations"**
San Joaquin Valley ERC | Tracy | Gage C. Dungy

Mar. 12 **"Managing the Marginal Employee"**
San Mateo County ERC | Foster City | Kelsey Cropper

Mar. 12 **"Maximizing Performance Through Evaluation, Documentation and Corrective Action"** & **"Supervisor's Guide to Understanding and Managing Employees' Rights: Labor, Leaves and Accommodations"**
Ventura/Santa Barbara ERC | Camarillo | Laura Drottz Kalty

Mar. 19 **"Finding the Facts: Employee Misconduct & Disciplinary Investigations"**
Orange County Consortium | Buena Park | Mark Meyerhoff & Paul D. Knothe

Mar. 19 **"Maximizing Performance Through Evaluation, Documentation and Corrective Action"**
South Bay ERC | Redondo Beach | Christopher S. Frederick

Mar. 19 **"Technology and Employee Privacy"**
LA County HR Consortium | Webinar | Danny Y. Yoo

Customized Training

Our customized training programs can help improve workplace performance and reduce exposure to liability and costly litigation. For more information, please visit www.lcwlegal.com/events-and-training/training.

Mar. 3 **"Respectful Workplace: Preventing Workplace Harassment, Discrimination and Retaliation"**
City of Carlsbad | Stephanie J. Lowe

Mar. 3 **"Maximizing Supervisory Skills for the First Line Supervisor"**
City of Glendale | Laura Drottz Kalty

Mar. 3 **"Training Academy for Workplace Investigators: Core Principles, Skills & Practices for Conducting Effective Workplace Investigations"**
City of Sacramento | Shelline Bennett

Mar. 3 **"Train the Trainer: Harassment Prevention"**
Liebert Cassidy Whitmore | San Diego | Judith S. Islas

Mar. 4 **"Legal Issues Update"**
Orange County Probation Department | Santa Ana | Christopher S. Frederick

Mar. 5 **"Bystander Intervention Training"**
County of San Luis Obispo | San Luis Obispo | Alysha Stein-Manes

Mar. 12 **"Preventing Workplace Harassment, Discrimination and Retaliation"**
City of Rialto | I. Emanuela Tala

Mar. 12 **"Train the Trainer Refresher: Harassment Prevention"**
Liebert Cassidy Whitmore | San Diego | Judith S. Islas

Mar. 12 **"Harassment and Title IX"**
Pasadena City College | Pasadena | Pilar Morin

Mar. 14 **"Special Education"**
Morgan Hill Unified School District | Morgan Hill | Laura Schulkind

Mar. 16 **"Train the Trainer: Harassment Prevention"**
Liebert Cassidy Whitmore | Fresno | Shelline Bennett

Mar. 19 **"Preventing Workplace Harassment, Discrimination and Retaliation"**
City of Rialto | Alison R. Kalinski

Mar. 20 **"The Brown Act"**
San Luis Obispo County Integrated Waste Management Authority | San Luis Obispo | Che I. Johnson

Mar. 20 **"The Role of Behavioral Intervention Teams in Addressing Campus Security and Security"**
West Valley Mission Community College District | Santa Clara | Laura Schulkind

Mar. 25 **"Preventing Workplace Harassment, Discrimination and Retaliation"**
City of La Habra | Alison R. Kalinski

Mar. 26 **"Train the Trainer Refresher: Harassment Prevention"**
Liebert Cassidy Whitmore | Fresno | Shelline Bennett

Speaking Engagements

Mar. 12 **"Difficult Conversations for Leaders and Supervisors"**
CalGovHR Annual Conference & Expo | Rohnert Park | Suzanne Solomon

Mar. 12 **"The Costing Mindset in Collective Bargaining"**
CalGovHR Annual Conference & Expo | Rohnert Park | Kristi Recchia & Jasmine Nachtigall-Fournier & Thomas Leung

Seminars & Webinars

For more information and to register, please visit www.lcwlegal.com/events-and-training/webinars-seminars.

Mar. 5 **"Trends & Topics at the Table!"**
Liebert Cassidy Whitmore | Tustin | Peter J. Brown & Kristi Recchia

Mar. 18 **"Trends & Topics at the Table!"**
Liebert Cassidy Whitmore | Citrus Heights | Jack Hughes & Kristi Recchia

Mar. 26 **"Bargaining Over Benefits"**
Liebert Cassidy Whitmore | Alhambra | Steven M. Berliner & Kristi Recchia

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