

1 Thomas J. Molta, Esq. (SBN: 163632)
2 LAW OFFICE OF THOMAS J. MOLTA
3 110 West C Street, Suite 1905
4 San Diego, California 92101-3909
5 Tel: (619) 233-2774
6 Fax: (619) 230-1750

FILED
CIVIL BUSINESS OFFICE 13

2009 FEB 27 P 1:52

SUPERIOR COURT
SAN DIEGO COUNTY, CA

5 Attorney for Plaintiff MICHAEL HAZELTON

8 **SUPERIOR COURT OF CALIFORNIA**
9 **COUNTY OF SAN DIEGO - CENTRAL DIVISION**

10) Case No. 37-2009-00084191-CU-OE-CTL

11 MICHAEL HAZELTON, an individual,
12)
13) Plaintiff,

11) **COMPLAINT**

14 v.

15 CORTEZ HILL ACADEMY CHARTER
16 HIGH SCHOOL, INC., a California
17 corporation; JACQUELINE HICKS, an
18 individual; and DOES 1 through 50,
19 inclusive,

17)
18) Defendants.

- 11) 1. **Breach of Contract**
12) 2. **Breach of Covenant of Good Faith**
13) **and Fair Dealing**
14) 3. **Accounting**
15) 4. **Conversion**
16) 5. **Unpaid Statutory Wages**
17) 6. **Waiting Time Penalties**
18) 7. **Inaccurate Wage Statements**
19) 8. **Intentional Infliction of Emotional**
20) **Distress**
21) 9. **Invasion of Privacy**
22) 10. **Public Disclosure of Private Facts**

20 Plaintiff Michael Hazelton alleges as follows:

21 **GENERAL ALLEGATIONS**

22 1. Plaintiff MICHAEL HAZELTON ("HAZELTON") is an individual who was and is,
23 at all times herein, a resident of the County of San Diego, State of California. He was
24 previously employed by Defendant Cortez Hill Academy Charter High School, Inc.

25 2. Defendant CORTEZ HILL ACADEMY CHARTER HIGH SCHOOL, INC.
26 ("CORTEZ HILL") is, on information and belief, a California public charter school validly
27 approved and existing under the rules and regulations of the San Diego Unified School District
28 and of the State of California.

3. On information and belief, at all times relevant herein, Defendant JACQUELINE

1 HICKS ("HICKS") was, and now is, an individual residing in the State of California, who is and
2 was employed as the Executive Director of Cortez Hill Academy Charter High School, Inc.

3 4. The actions complained of herein took place within the venue of this Court.
4 Defendant CORTEZ HILL is also located within the venue of this Court. The amount of
5 damages sought herein are in excess of \$25,000, making this the proper Court for this matter
6 to be heard.

7 5. Plaintiff is ignorant of the true names and capacities, whether individual,
8 corporate, associate or otherwise, of Defendants Does 1 through 50, who therefore sues said
9 Defendants by such fictitious names. Plaintiff will amend this Complaint to allege the true
10 names and capacities of said Defendant DOES when ascertained. Plaintiff is informed and
11 believes and thereon alleges that each of the Defendants here designated as a DOE herein
12 is responsible in some manner for the events and happenings herein referred to and thereby
13 caused Plaintiff's injuries and damages proximately related thereto, as hereinafter alleged.

14 6. Plaintiff is informed and believes and, based thereon, alleges that, at all times
15 herein mentioned, each of the Defendants was the agent, servant and/or employee of the
16 remaining Defendants whether or not named or sued by a fictitious name. In doing the acts
17 and committing the omissions alleged herein, each of said Defendants was acting within the
18 time, place and scope of said agency and employment and with the permission and consent
19 of each of the other Defendants. Alternatively, Plaintiff is informed and believes and thereon
20 alleges that each Defendant ratified, approved, and condoned the acts or omissions of each
21 of the other Defendants.

22 **FACTUAL ALLEGATIONS**

23 7. On or about March 22, 2006, Plaintiff entered into a written employment
24 agreement with Defendant to serve as its full-time Principal for the 2006-2007 academic
25 school year. A copy of that written agreement is attached hereto and incorporated into this
26 Complaint as Exhibit A. Plaintiff's job duties included, by way of example, leading and
27 participating in school functions, researching and selecting textbooks and materials, and
28 collaborating with staff and parents to assist CORTEZ HILL in achieving the goals and

1 written employment contract with Defendant. Plaintiff has at all times fulfilled his duties and
2 responsibilities under his employment contract, except insofar as he has been prevented from
3 doing so by Defendant.

4 14. Despite the oral representations and promises made to Plaintiff, the written terms
5 of his contract with Defendant and the reliance Plaintiff justifiably placed on each of them,
6 Defendant failed to perform its obligations, made accusations and blamed Plaintiff for
7 problems created by others, spread false and damaging rumors about Plaintiff's performance,
8 failed to treat Plaintiff in accordance with stated policies applicable to all Defendant's
9 employees, refused to pay Plaintiff the amounts to which he was entitled, and committed acts
10 against Plaintiff in violation of the parties' contract, Defendant's stated policies and practices,
11 and California law.

12 15. As a direct and proximate result of Defendant's breach of its contractual
13 obligations toward Plaintiff, and as a direct, proximate and foreseeable result of the willful,
14 knowing and intentional conduct of Defendant as alleged herein, Plaintiff has suffered and will
15 continue to suffer the impairment of and damage to his good name and work reputation,
16 substantial loss of earnings and benefits due him under his written contract, impairment of his
17 ability to obtain subsequent employment, as well as humiliation, discomfort, embarrassment
18 and mental and emotional distress. Plaintiff has incurred and will continue to incur expenses
19 and other related damages and has suffered and will continue to suffer a loss of earnings and
20 other employment benefits and job opportunities as a result thereof. Plaintiff is thereby
21 entitled to general, economic, compensatory and incidental damages in an amount according
22 to proof at time of trial.

23 **SECOND CAUSE OF ACTION**

24 **(Breach of the Covenant of Good Faith and Fair Dealing)**
25 **(Against Defendant CORTEZ HILL)**

26 16. Plaintiff realleges and incorporates by this reference the allegations of
27 Paragraphs 1 through 15 of this Complaint as if each was fully set forth herein.

28 17. Defendant breached its contract with Plaintiff with full knowledge of its obligations
thereunder, without good or sufficient cause, and for reasons extraneous to the contract

1 including, but not limited to, the reasons set forth hereinafter in this Complaint, and for the
2 express purpose of frustrating Plaintiff's enjoyment of the benefit of his employment contract.

3 18. The acts of Defendant set out in this Complaint constituted a breach of the
4 covenant of good faith and fair dealing implied in every contract.

5 19. As a direct, proximate and foreseeable result of the willful, knowing and
6 intentional conduct of Defendant as alleged herein, Plaintiff has suffered and will continue to
7 suffer the impairment of and damage to his good name and work reputation, substantial loss
8 of earnings and benefits, impairment of his ability to obtain subsequent employment due to
9 the untrue implication that he had committed any illegal acts, as well as humiliation,
10 discomfort, embarrassment and mental and emotional distress. Plaintiff has incurred and will
11 continue to incur expenses and other related damages and has suffered and will continue to
12 suffer a loss of earnings and other employment benefits and job opportunities as a result of
13 Defendant's conduct. Plaintiff is therefore entitled to general, economic, compensatory and
14 incidental damages in an amount according to proof at time of trial.

15 **THIRD CAUSE OF ACTION**

16 **(Accounting)**
17 **(Against Defendant CORTÉZ HILL)**

18 20. Plaintiff realleges and incorporates by this reference the allegations of
19 Paragraphs 1 through 19 of this Complaint as if each was fully set forth herein.

20 21. Because only Defendant is in possession of the financial information relating to
21 its income and Plaintiff's wages, Plaintiff has been and is unable to verify the full extent of the
22 earnings to which he is entitled.

23 22. An accounting of all the records of Defendant based on which Plaintiff's earnings
24 under his contract can and should have been calculated is therefore necessary.

25 **FOURTH CAUSE OF ACTION**

26 **(Conversion)**
27 **(Against Defendant CORTEZ HILL)**

28 23. Plaintiff realleges and incorporates by this reference the allegations of
Paragraphs 1 through 22 of this Complaint as if each was fully set forth herein.

1 which he was entitled and which he had earned. Accordingly, Defendant's failure to pay
2 Plaintiff the full amount of his wages, was willful. Under Labor Code §203, an employer who
3 has willfully failed to pay wages when due at termination owes those wages and those wages
4 continue to accrue until payment is made, up to a period of thirty days, as a penalty against
5 the defaulting employer.

6 31. Pursuant to Labor Code §218.5, Plaintiff requests that the Court award Plaintiff
7 reasonable attorney's fees and costs incurred by him in this action.

8 32. More than thirty days have elapsed since Plaintiff's termination and Defendant
9 has failed to pay him the amount of wages owed and to which he is entitled. Plaintiff is
10 therefore entitled to recover waiting time penalty wages from Defendant in an amount to be
11 proved at time of trial.

12 SEVENTH CAUSE OF ACTION

13 **(Penalties for Failure to Provide Accurate Wage Statements)** 14 **(Against Defendant CORTEZ HILL)**

15 33. Plaintiff realleges and incorporates by this reference the allegations of
16 Paragraphs 1 through 32 of this Complaint as if each was fully set forth herein.

17 34. Defendant paid Plaintiff his final wages in the form of a paycheck accompanied
18 by a wage and deduction statement that Defendant intended to make appear as if it met the
19 requirements of Labor Code §226. Plaintiff is informed and believes and on that basis alleges
20 that said pay stub was inaccurate, in that it falsely reflected less than what Plaintiff's written
21 contract entitled him to be paid.

22 35. Under Labor Code §§226, an employer who willfully fails to provide a wage
23 statement or who provides an incomplete or inaccurate wage statement is liable to any
24 employee injured thereby, and the wronged employee is entitled to recover actual damages
25 or \$100.00 per occurrence, whichever is greater.

26 36. At all relevant times, Defendant knew that Plaintiff was not being paid the full
27 amount due him under his contract, yet it failed to act to ensure that his wage statements were
28 complete and correct and that it showed the full amount of his earnings. Accordingly, given
that Defendant's failure to pay Plaintiff the full amount of his earnings was willful, the

1 corresponding inaccuracy of the wage statement provided to Plaintiff was also willful.

2 37. Plaintiff is therefore entitled to recover a statutory penalty for each and every
3 inaccurate wage statement in an amount to be proved at trial, as well as reasonable attorneys'
4 fees and costs in addition to the penalties themselves.

5 **EIGHTH CAUSE OF ACTION**

6 **(Intentional Infliction of Emotional Distress)**
7 **(Against All Defendants)**

8 38. Plaintiff realleges and incorporates by this reference the allegations of
9 Paragraphs 1 through 37 of this Complaint as if each was fully set forth herein.

10 39. In inflicting the abuse and committing the other acts, and in failing to protect
11 Plaintiff from the continuing abuse and offensive conduct of others, all as alleged herein,
12 Defendants and DOES 1 through 50, and each of them, abused their special position as
13 Plaintiff's supervisors and colleagues, which vested them with substantial power to control
14 Plaintiff's work environment, and damaged his interests and well-being.

15 40. The actions of these Defendants as alleged herein were extreme and outrageous
16 and beyond the bounds of common decency, and were intended to cause, or were committed
17 with a conscious disregard of the probability of causing severe emotional and physical distress
18 to Plaintiff.

19 41. As a direct, proximate and foreseeable result of the willful, knowing and
20 intentional conduct of Defendants as alleged herein, Plaintiff has suffered and will continue
21 to suffer the impairment of and damage to his good name and work reputation, substantial
22 loss of earnings and benefits, impairment of his ability to obtain subsequent employment due
23 to the untrue implication that he had been discharged due to unapproved acts, as well as
24 humiliation, discomfort, embarrassment and mental and emotional distress. Plaintiff has
25 incurred and will continue to incur expenses and other related damages and has suffered and
26 will continue to suffer a loss of earnings and other employment benefits and job opportunities
27 as a result thereof. Plaintiff is thereby entitled to general, economic, compensatory and
28 incidental damages in an amount according to proof at time of trial.

42. Defendants' conduct as alleged herein was malicious and oppressive, done with

1 a conscious disregard of Plaintiff's rights and in full knowledge of an employer's economic
2 power over its employee including the employee's future employment prospects. In addition,
3 the unlawful conduct of the other Defendants in this action was authorized, condoned and
4 ratified by Defendants through its officers, managing agents, supervisors and employees.
5 Plaintiff is therefore entitled to the award of punitive or exemplary damages against
6 Defendants, and each of them, in an amount appropriate to punish and make an example of
7 Defendants.

8 **NINTH CAUSE OF ACTION**

9 **(Invasion of Privacy)**
10 **(Against All Defendants)**

11 43. Plaintiff realleges and incorporates by this reference the allegations of
12 Paragraphs 1 through 42 of this Complaint as if each was fully set forth herein.

13 44. The right of privacy guaranteed by Article I, Section 1, of the California
14 Constitution protects an employee from having any portion of his personnel files disclosed to
15 third parties.

16 45. On or about December 20, 2007, Defendant Jacqueline HICKS, at the direction
17 of the Board of Directors of Defendant CORTEZ HILL, wrote to Plaintiff. On information and
18 belief, said letter was contemporaneously therewith placed by Defendant HICKS into Plaintiff's
19 personnel file at Defendant CORTEZ HILL. In said letter, Defendant HICKS wrongly accused
20 Plaintiff of having received wages without proper authorization. Defendant HICKS further
21 maliciously, unlawfully and for an improper purpose claimed that she, herself, would be filing
22 charges of embezzlement against Plaintiff with the San Diego Police Department.

23 46. Thereafter, Defendants were, on information and belief, contacted by a parent
24 of a child who was enrolled at Plaintiff's new place of employment, TIP Academy on behalf of
25 what the parent claimed was a group which called itself Parents Committed to Save TIP.
26 Defendant HICKS, with the approval of the Board of Directors of Defendant CORTEZ HILL,
27 maliciously, unlawfully, and for an improper purpose provided said parent with a copy of her
28 December 20, 2007 letter to Plaintiff thereby violating Plaintiff's right to privacy with respect
to his personnel records. At no time did Defendant HICKS or anyone else at Defendant

1 CORTEZ HILL inform Plaintiff of said unlawful and malicious disclosure. Thereafter, on further
2 information and belief, and with the express knowledge and approval of Defendant HICKS and
3 Defendant CORTEZ HILL, portions of Plaintiff's personnel file, including Defendant HICKS'
4 letter referenced in Paragraph 45 above, were indiscriminately circulated to prominent
5 education officials and others in Sacramento and in San Diego County, and elsewhere, all with
6 the intention of causing harm to Plaintiff's future employment.

7 47. California Labor Code §§1050 and 1052 make it a misdemeanor for any
8 employer to make misrepresentations which prevent, or attempt to prevent, former employees
9 from obtaining or pursuing gainful employment. Said provisions also provide that an employer
10 commits a misdemeanor if it permits one of its employees to make such a representation or
11 if it fails to take reasonable steps to prevent the misrepresentation from being made. In doing
12 the foregoing acts, Defendant's, and each of them, have violated California law, entitling
13 Plaintiff to damages, according to proof at time of trial, for the harm suffered thereby.

14 48. As a direct, proximate and foreseeable result of the willful, knowing and
15 intentional conduct of Defendant as alleged herein, Plaintiff has suffered and will continue to
16 suffer the impairment of and damage to his good name and work reputation, substantial loss
17 of earnings and benefits, impairment of his ability to obtain subsequent employment due to
18 the untrue implication that he had committed any illegal acts, as well as humiliation,
19 discomfort, embarrassment and mental and emotional distress. Plaintiff has incurred and will
20 continue to incur expenses and other related damages and has suffered and will continue to
21 suffer a loss of earnings and other employment benefits and job opportunities as a result of
22 Defendant's conduct. Plaintiff is therefore entitled to general, economic, compensatory and
23 incidental damages in an amount according to proof at time of trial.

24 49. Defendants' conduct as alleged herein was malicious and oppressive, done with
25 a conscious disregard of Plaintiff's rights and in full knowledge of an employer's economic
26 power over its employee including the employee's future employment prospects. In addition,
27 the unlawful conduct of the other Defendants in this action was authorized, condoned and
28 ratified by Defendants through its officers, managing agents, supervisors and employees.

1 Plaintiff is therefore entitled to the award of punitive or exemplary damages against
2 Defendants, and each of them, in an amount appropriate to punish and make an example of
3 Defendants.

4 **TENTH CAUSE OF ACTION**

5 **(Public Disclosure of Private Facts)**
6 **(Against All Defendants)**

7 50. Plaintiff realleges and incorporates by this reference the allegations of
8 Paragraphs 1 through 47 of this Complaint as if each was fully set forth herein.

9 51. In disseminating portions of Plaintiff's personnel records, Defendants tortiously
10 engaged in the public disclosure of private facts relating to Plaintiff. Said conduct by
11 Defendants constitute the disclosure of private information about its employee that a
12 reasonable person of ordinary sensibilities would have found objectionable. In doing the
13 foregoing acts, Defendant's, and each of them, have violated California law, entitling Plaintiff
14 to damages, according to proof at time of trial, for the harm suffered thereby.

15 52. As a direct, proximate and foreseeable result of the willful, knowing and
16 intentional conduct of Defendant as alleged herein, Plaintiff has suffered and will continue to
17 suffer the impairment of and damage to his good name and work reputation, substantial loss
18 of earnings and benefits, impairment of his ability to obtain subsequent employment due to
19 the untrue implication that he had committed any illegal acts, as well as humiliation,
20 discomfort, embarrassment and mental and emotional distress. Plaintiff has incurred and will
21 continue to incur expenses and other related damages and has suffered and will continue to
22 suffer a loss of earnings and other employment benefits and job opportunities as a result of
23 Defendant's conduct. Plaintiff is therefore entitled to general, economic, compensatory and
24 incidental damages in an amount according to proof at time of trial.

25 53. Defendants' conduct as alleged herein was malicious and oppressive, done with
26 a conscious disregard of Plaintiff's rights and in full knowledge of an employer's economic
27 power over its employee including the employee's future employment prospects. In addition,
28 the unlawful conduct of the other Defendants in this action was authorized, condoned and
ratified by Defendants through its officers, managing agents, supervisors and employees.

1 Plaintiff is therefore entitled to the award of punitive or exemplary damages against
2 Defendants, and each of them, in an amount appropriate to punish and make an example of
3 Defendants.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

6 On the First Cause of Action

- 7 1. For actual damages according to proof at time of trial;
- 8 2. For attorneys' fees and costs incurred herein;

9 On the Second Cause of Action

- 10 1. For actual damages according to proof at time of trial;
- 11 2. For attorneys' fees and costs incurred herein;

12 On the Third Cause of Action

- 13 1. For actual damages according to proof at time of trial;
- 14 2. For attorneys' fees and costs incurred herein;

15 On the Fourth Cause of Action

- 16 1. For general damages according to proof at time of trial;
- 17 2. For actual damages according to proof at time of trial;
- 18 3. For attorneys' fees and costs incurred herein;

19 On the Fifth Cause of Action

- 20 1. For actual damages according to proof at time of trial;
- 21 2. For attorneys' fees and costs incurred herein;

22 On the Sixth Cause of Action

- 23 1. For actual damages according to proof at time of trial;
- 24 2. For attorneys' fees and costs incurred herein;

25 On the Seventh Cause of Action

- 26 1. For actual damages according to proof at time of trial;
- 27 2. For attorneys' fees and costs incurred herein;

28 On the Eighth Cause of Action

1 1. For actual damages according to proof at time of trial;

2 2. For attorneys' fees and costs incurred herein;

3 On the Ninth Cause of Action

4 1. For actual damages according to proof at time of trial;

5 2. For attorneys' fees and costs incurred herein;

6 3. For punitive damages sufficient to set an example of Defendants;

7 On the Tenth Cause of Action

8 1. For actual damages according to proof at time of trial;

9 2. For attorneys' fees and costs incurred herein;

10 3. For punitive damages sufficient to set an example of Defendants;

11 On All Causes of Action

12 1. For costs of suit herein; and

13 2. For such other and further relief as the Court may deem just and proper.

14

15

16 DATED: February 20, 2009

LAW OFFICE OF THOMAS J. MOLTA

17

18

By: 

Thomas J. Molta, Esq.
Attorney for Plaintiff Michael Hazelton

19

20

21

22

23

24

25

26

27

28

Employment Agreement for
the School Year 2006-07

Between

CORTEZ HILL ACADEMY
CHARTER HIGH SCHOOL, INC.

And

Michael Hazelton

This Employment Agreement ("Agreement") is entered into by and between the above named employee ("Employee") and the Governing Board ("Board") of the **Cortez Hill Academy Charter High School (CHA)**, a California public charter school approved by the San Diego Unified School District (SDUSD). The leadership, staff and Board of CHA desires to hire persons who will assist our learning team in achieving the goals and meeting the requirements of CHA's charter, vision, policies and procedures. The parties recognize that CHA is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of the 1992.

Whereas, CHA and Michael Hazelton wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. EMPLOYMENT TERMS AND CONDITIONS

1. **Employment Terms:** This is a professional full-time position as Principal. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with CHA. (**Some exception will be made to honor existing consulting contract.**)
2. **Annual Work Schedule:** At minimum, the same as the San Diego Unified secondary school principal schedule of 218 days per year. The academic school year begins September 4, 2006 and ends June 20, 2007. We require ten additional days of staff development, room preparation and curriculum planning (most prior to the start of school). Summer school begins the week after school is out and runs for six weeks. The current year calendar is attached and workdays for employees shall be consistent with this calendar.

3. **Daily Work Schedule:** Learning facilitators are expected to be in their classroom, ready to receive students, at least 15 minutes before the start of the first class of the day. Teachers are expected to remain in school, or in classrooms after school, for at least one half-hour at the end of the day to provide the opportunity to collaborate with other staff, meet with the Principal or Counselor, and to be available to meet with students or parents.

One day per week, all staff meets together, with administration, until at least 4:30 p.m. for staff development.

One day per week, you are expected to meet with your department level colleagues to plan and align your curriculum. This may be done before or after school or at lunchtime, at the discretion and agreement of those involved.

One day per week after school, Learning Facilitators are expected to provide (supervise and/or manage) a tutoring session for students for each of your classes. They may arrange for qualified tutors to support them in this project.

4. **Duties:** That of a professional school principal, some of which are identified in the attached "Roles and Responsibilities of the Principal of Cortez Hill Academy." For general information, the following describe all teacher duties which the principal supervises:

Learning facilitators (teachers) will perform such duties as CHA may reasonably assign and teachers will abide by all CHA's policies and procedures as adopted and amended from time to time. Employee further agrees to abide by the provisions of CHA's charter.

A copy of the "Requirements for Learning Facilitators" (RLF) is attached and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of CHA.

- A few of the specific duties (not inclusive) from the RLF are reiterated here:
- a. You are required to lead or participate in at least one after-school function that supports the CHA student/parent/teacher learning community. Examples include: Yearbook, newspaper, clubs, sports, dance committee, portfolio days, college visits, camping trips, etc.
 - b. Your presence is required at CHAPA, the Cortez Hill Academy Parent Association, which meets for one hour the first Tuesday of each month at 6:15 p.m. in the CHA library.
 - c. You are responsible for researching and selecting textbooks and materials for your classes (in alignment with California State Curriculum Standards). Requests for all purchases (with supporting data) are to be submitted and presented to the Principal in a timely manner.
 - d. Weekly tutoring (see 3 above).

5. **Compensation:** You will receive an annual salary of \$100,000 to be paid monthly, on a twelve month schedule beginning the end of July, from which CHA shall withhold all statutory and other authorized deductions. You may arrange to have your pay automatically deposited into your checking account or pick it up at the office the first work day following payday.
-
6. **Employee Benefits:** Full-time employees (36 or more hours per week) will be entitled to participate in designated employee benefit programs and plans established by CHA (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be amended and modified by CHA.
7. **Employee Rights:** Employment rights and benefits for employment at CHA shall only be as specified in this Employment Agreement, CHA's charter, the Charter Schools Act and CHA's Employment Handbook, which from time to time may be amended and modified by CHA. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or State Board of Education. During the term of the Agreement, Employee shall not acquire or accrue tenure, or any employment rights with CHA.
8. **Child Abuse and Neglect Reporting:** California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment who he or she knows or reasonably suspect has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

By executing this Agreement, the Employee acknowledges he/she is a childcare custodian and is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions. (Initial MM)

B. **EMPLOYMENT AT-WILL**

CHA may terminate this agreement and Employee's employment at any time with or without cause, with or without notice, at CHA's sole and unreviewable discretion. Either party may immediately terminate this Agreement and CHA's employment upon written notice to the other party.

Employee may be demoted or disciplined and the terms of his or her employment may be altered at any time, with or without cause, at the discretion of CHA. No one other than the Board of CHA has the authority to alter this arrangement, to enter into

an agreement for employment for a specified period of time, or to make any agreement contrary to the term of the Agreement, and such agreement must be in writing and must be signed by the Board of CHA and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

Without impacting the at-will nature of the employment relationship, CHA may attempt to remedy and address issues of unsatisfactory performance with the Employee.

C. GENERAL PROVISIONS

1. **Waiver of Breach:** The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.
2. **Governing Law:** This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.
3. **Partial Invalidity:** If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

D. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. CHA has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. CHA has been duly approved by SDUSD, according to the laws of the State of California. A copy of CHA's charter is available in the CHA office, as well as included in the staff handbook, and is fully incorporated by reference herein.
2. Pursuant to Education Code section 47604, CHA has elected to be formed and to operate as a non-profit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 et seq. of the Corporations Code). As such, CHA is considered a separate legal entity from the SDUSD, which granted the charter. The State Board shall not be liable for any debts and obligations of CHA, and the employee signing below expressly recognizes that he/she is being employed by CHA, not SDUSD.
3. Pursuant to Education Code section 47610, CHA must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.
4. CHA shall be deemed the exclusive public school employer of the employees at CHA for purposes of Government Code section 3540.1.
5. Employment shall be at will and is subject to termination at the discretion of CHA. Employees shall not acquire or accrue tenure, or any employment rights or benefits, with the San Diego Unified School District.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee Michael Hazelton, declares as follows:

1. I have read this Agreement and accept employment with CHA on the terms specified herein. gm
2. I will cause to provide CHA's C.E.O. with official transcripts from each and every college and university attended since graduating from high school. mm
3. I understand this offer is contingent upon Credential verification with CCTC fingerprint clearances, a negative T.B. test, a drug screen and health exam. mm
4. I understand CHA is a non-smoking, drug-free workplace.
5. All information I have provided to CHA related to my employment is true and accurate and will be cause for dismissal if found not to be. gm
6. I understand the requirements of the position as stated above. I have read the Requirements for Learning Facilitators and the Cortez Hill Academy Charter. gm
7. I agree to participate in staff development as required by law and/or determined by personal development goals made in agreement with CHA administration. gm
8. I understand and support the Vision, Mission and Values of Cortez Hill Academy and will work to foster our students' and the school's success. mm

Staff Signature: Michael R Hazelton Date: 3/22/06

Address: 611 San Marcos Drive

City / State / Zip: Solana Beach, CA 92075

Home Telephone: 958-481-6847 Cell Phone: 858-205-3904

Email: mmilve725@aol.com

For Cortez Hill Academy: Linda Reed Date: 3/22/06
Linda Reed, C.E.O.

Please return this offer of employment to Cortez Hill Academy at 201 A Street, San Diego, CA 92101 on or before April 15, 2006. Please initial all five pages. Contact Linda Reed, C.E.O, at 619.338.9206 with any questions you may have.

**SUMMONS
(CITACION JUDICIAL)**

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

CORTEZ HILL ACADEMY CHARTER HIGH SCHOOL, INC., a California corporation; JACQUELINE HICKS, an individual; and DOES 1 through 50, inclusive

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**
MICHAEL HAZELTON, an individual

FILED
CIVIL BUSINESS OFFICE I
2009 FEB 27 P 1:52
SAN DIEGO COUNTY, CA

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov/selfhelp/espanol/), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.courtinfo.ca.gov/selfhelp/espanol/) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:

(El nombre y dirección de la corte es):

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO
Central Branch District
330 West Broadway, San Diego, CA 92101

CASE NUMBER **37-2009-00084191-CU-OE-CTL**
(Número del Caso)

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Thomas J. Molta (Bar # 163632)

Law Office of Thomas J. Molta

110 West C Street, Suite 1905, San Diego, CA 92101-3909

Phone No.: (619) 233-2774

Fax No.: (619) 230-1750

DATE:

(Fecha)

FEB 27 2009

Clerk, by _____, Deputy

(Secretario)

D. Michne

, Deputy

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):
3. on behalf of (specify):
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
4. by personal delivery on (date):



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State number, and address):

Thomas J. Molta (State Bar # 163032)
Law Office of Thomas J. Molta
110 West C Street, Suite 1905, San Diego, CA 92101-3909
TELEPHONE NO.: (619) 233-2774 FAX NO.: (619) 230-1750

FOR COURT USE ONLY

FILED
CIVIL BUSINESS OFFICE 13
SAN DIEGO COUNTY

2009 FEB 27 P 1:52

ATTORNEY FOR (Name): MICHAEL HAZELTON, Plaintiff

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

STREET ADDRESS: 330 West Broadway
MAILING ADDRESS: 330 West Broadway
CITY AND ZIP CODE: San Diego 92101
BRANCH NAME: Central Branch

CASE NAME:

MICHAEL HAZELTON v. CORTEZ HILL ACADEMY CHARTER HIGH SCHOOL, INC., et al.

CASE NUMBER:

37-2009-00084191-CU-OE-CTL

JUDGE:

DEPT:

CIVIL CASE COVER SHEET

[X] Unlimited (Amount demanded exceeds \$25,000)
[] Limited (Amount demanded is \$25,000 or less)

Complex Case Designation

[] Counter [] Joinder

Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort

[] Auto (22)
[] Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

[] Asbestos (04)
[] Product liability (24)
[] Medical malpractice (45)
[] Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

[] Business tort/unfair business practice (07)
[] Civil rights (08)
[] Defamation (13)
[] Fraud (16)
[] Intellectual property (19)
[] Professional negligence (25)
[] Other non-PI/PD/WD tort (35)

Employment

[] Wrongful termination (36)
[X] Other employment (15)

Contract

[] Breach of contract/warranty (06)
[] Rule 3.740 collections (09)
[] Other collections (09)
[] Insurance coverage (18)
[] Other contract (37)

Real Property

[] Eminent domain/Inverse condemnation (14)
[] Wrongful eviction (33)
[] Other real property (26)

Unlawful Detainer

[] Commercial (31)
[] Residential (32)
[] Drugs (38)

Judicial Review

[] Asset forfeiture (05)
[] Petition re: arbitration award (11)
[] Writ of mandate (02)
[] Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)

[] Antitrust/Trade regulation (03)
[] Construction defect (10)
[] Mass tort (40)
[] Securities litigation (28)
[] Environmental/Toxic tort (30)
[] Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment

[] Enforcement of judgment (20)

Miscellaneous Civil Complaint

[] RICO (27)
[] Other complaint (not specified above) (42)

Miscellaneous Civil Petition

[] Partnership and corporate governance (21)
[] Other petition (not specified above) (43)

2. This case [] is [X] is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. [] Large number of separately represented parties
b. [] Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. [] Substantial amount of documentary evidence
d. [] Large number of witnesses
e. [] Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. [] Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. [X] monetary b. [] nonmonetary; declaratory or injunctive relief c. [X] punitive

4. Number of causes of action (specify): TEN (10)

5. This case [] is [X] is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: February 20, 2009

Thomas J. Molta

(TYPE OR PRINT NAME)

[Signature]

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
File this cover sheet in addition to any cover sheet required by local court rule.
If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

STREET ADDRESS: 330 West Broadway
MAILING ADDRESS: 330 West Broadway
CITY AND ZIP CODE: San Diego, CA 92101
BRANCH NAME: Central
TELEPHONE NUMBER: (619) 450-7065

PLAINTIFF(S) / PETITIONER(S): Michael Hazelton

DEFENDANT(S) / RESPONDENT(S): Cortez Hill Academy Charter High School Inc et.al.

HAZELTON VS. CORTEZ HILL ACADEMY CHARTER HIGH SCHOOL INC

NOTICE OF CASE ASSIGNMENT

CASE NUMBER:
37-2009-00084191-CU-OE-CTL

Judge: Joan M. Lewis

Department: C-65

COMPLAINT/PETITION FILED: 02/27/2009

CASES ASSIGNED TO THE PROBATE DIVISION ARE NOT REQUIRED TO COMPLY WITH THE CIVIL REQUIREMENTS LISTED BELOW

IT IS THE DUTY OF EACH PLAINTIFF (AND CROSS-COMPLAINANT) TO SERVE A COPY OF THIS NOTICE WITH THE COMPLAINT (AND CROSS-COMPLAINT).

ALL COUNSEL WILL BE EXPECTED TO BE FAMILIAR WITH SUPERIOR COURT RULES WHICH HAVE BEEN PUBLISHED AS DIVISION II, AND WILL BE STRICTLY ENFORCED.

TIME STANDARDS: The following timeframes apply to general civil cases and must be adhered to unless you have requested and been granted an extension of time. General civil consists of all cases except: Small claims appeals, petitions, and unlawful detainers.

COMPLAINTS: Complaints must be served on all named defendants, and a CERTIFICATE OF SERVICE (SDSC CIV-345) filed within 60 days of filing. This is a mandatory document and may not be substituted by the filing of any other document.

DEFENDANT'S APPEARANCE: Defendant must generally appear within 30 days of service of the complaint. (Plaintiff may stipulate to no more than a 15 day extension which must be in writing and filed with the Court.)

DEFAULT: If the defendant has not generally appeared and no extension has been granted, the plaintiff must request default within 45 days of the filing of the Certificate of Service.

THE COURT ENCOURAGES YOU TO CONSIDER UTILIZING VARIOUS ALTERNATIVES TO LITIGATION, INCLUDING MEDIATION AND ARBITRATION, PRIOR TO THE CASE MANAGEMENT CONFERENCE. MEDIATION SERVICES ARE AVAILABLE UNDER THE DISPUTE RESOLUTION PROGRAMS ACT AND OTHER PROVIDERS. SEE ADR INFORMATION PACKET AND STIPULATION.

YOU MAY ALSO BE ORDERED TO PARTICIPATE IN ARBITRATION PURSUANT TO CCP 1141.10 AT THE CASE MANAGEMENT CONFERENCE. THE FEE FOR THESE SERVICES WILL BE PAID BY THE COURT IF ALL PARTIES HAVE APPEARED IN THE CASE AND THE COURT ORDERS THE CASE TO ARBITRATION PURSUANT TO CCP 1141.10. THE CASE MANAGEMENT CONFERENCE WILL BE CANCELLED IF YOU FILE FORM SDSC CIV-359 PRIOR TO THAT HEARING