

1 WILLIAM J. EMANUEL, Bar No. 35914
2 BARRETT K. GREEN, Bar No. 145393
3 MAGGY M. ATHANASIOUS, Bar No. 252137
4 LITTLER MENDELSON PC
5 2049 Century Park East
6 5th Floor
7 Los Angeles, CA 90067.3107
8 Telephone: 310.553.0308
9 Fax No.: 310.553.5583

6 Attorneys for RESPONDENTS AND
7 DEFENDANTS

9 SUPERIOR COURT OF CALIFORNIA
10 COUNTY OF LOS ANGELES

11 JANE DOE 1, et al.,

12 Petitioners and Plaintiffs,

13 v.

14 JOHN DEASY, Superintendent, Los Angeles
15 Unified School District; MONICA GARCIA,
16 President, Board of Education, Los Angeles Unified
17 School District; TAMAR GALATZAN, BENNETT
18 KAYSER, MARGUERITE LAMOTTE, NURY
19 MARTINEZ, RICHARD VLADOVIC, STEVE
20 ZIMMER, Members, Board of Education, Los
21 Angeles Unified School District; and DOES 1
22 through 10, inclusive,

19 Respondents and Defendants,

20 UNITED TEACHERS LOS ANGELES; and
21 ASSOCIATED ADMINISTRATORS OF LOS
22 ANGELES;

22 Real Parties in Interest

23 PUBLIC EMPLOYMENT RELATIONS BOARD,

24 Intervenor.

Case No. BS134604

[The Honorable James C. Chalfant]

**RESPONDENTS' FIRST RETURN
TO WRIT OF MANDATE**

1 Respondents Los Angeles Unified School District et al. (collectively, the “District”) hereby
2 submit this first Return to Writ of Mandate in the above-referenced matter.

3 The Writ of Mandate, issued August 8, 2012, contains two return dates.

4 The first date – September 4, 2012, is a date by which the District must report back to the
5 Court regarding the steps it has taken to date towards compliance with the Court’s directives
6 regarding the Stull Act.

7 The second date – December 4, 2012, is a date by which the District must establish that it is
8 in full compliance with the Court’s directives regarding the Stull Act. The Writ of Mandate provides
9 that this second date, “is selected to allow for necessary time to conclude negotiations between the
10 District and Real Parties In Interest UTLA and AAL on matters connected to compliance with this
11 writ (if any) that are subject to collective bargaining under the Educational Employment Relations
12 Act (Government Code section 3540 et seq.), including sufficient time to conclude the impasse
13 procedures set forth in the EERA.”

14 This is the District’s return with respect to the first date (September 4, 2012), and the District
15 reports as following:

16 1. In order to comply with the Writ of Mandate by the Court’s deadline, the District
17 began meeting with UTLA and AALA well before it was legally required to do so by the issuance of
18 the Writ. Two days after the Court’s ruling on the Petition and long before the Writ of Mandate was
19 issued, the District immediately sought to meet with UTLA and AALA and proposed several dates
20 starting in June 2012. Thereafter, negotiations with AALA began on June 29, 2012, which was the
21 earliest date that could be arranged, and a total of 9 collective bargaining sessions have been
22 conducted with AALA. Negotiations with UTLA began on July 11, 2012, which was the earliest
23 date that could be arranged, and a total of 11 collective bargaining sessions have been conducted
24 since that time with UTLA.

25 In addition, and based on communications in bargaining, the District submitted written
26 proposals to AALA and UTLA in July and August respectively, and has submitted recently formal
27 written proposals to UTLA and AALA on the pending evaluation issues that are designed to produce
28 agreements with both unions without the necessity of utilizing the impasse procedures of the Public

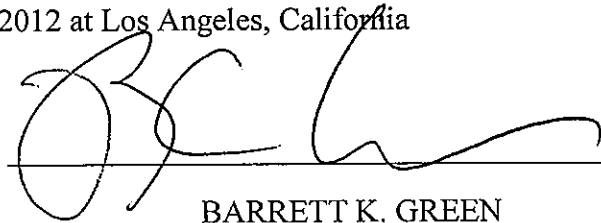
1 Employment Relations Board ("PERB"). As a result of the proposal submitted to AALA, that union
2 has authorized the District to report to the Court that AALA is optimistic that agreement will be
3 reached with the District on evaluation changes that will satisfy the requirements of the Writ of
4 Mandate. The next scheduled meeting between District and AALA is on September 7, 2012. The
5 District and UTLA is scheduled to meet again on September 6, 2012.

6 In the event settlement is not reached very shortly with both parties, it is likely that one or
7 more parties to the pending negotiations will file an impasse declaration with PERB, and commence
8 the impasse/mediation process.

9 2. By proceeding in good faith with negotiations with UTLA and AALA, the District
10 does not concede that any matters being negotiated are mandatory subjects of bargaining under the
11 Educational Employment Relations Act ("EERA") (Government Code section 3540 et seq.), or that
12 even were the matters mandatory subjects of bargaining, that the existing bargaining agreements do
13 not already expressly allow for the District to implement the measures being pursued by the District.
14 To the contrary, the District has long contended that compliance with the Stull Act can be achieved
15 within the contractual authority of the current collective bargaining agreements with UTLA and
16 AALA and related elements of the status quo, and/or are not mandatory subjects of bargaining under
17 EERA. However, the District values the input of its labor partners and a jointly collaborated
18 outcome.

19 I declare under penalty of perjury under the laws of the State of California that the foregoing
20 is true and correct.

21 Executed this 4th date of September 2012 at Los Angeles, California

22 
23 _____
24 BARRETT K. GREEN

25
26 Firmwide:114033246.4 050758.1013
27
28

1 **PROOF OF SERVICE**

2
3 I am a resident of the State of California, over the age of eighteen years, and not a
4 party to the within action. My business address is 2049 Century Park East, 5th Floor, Los Angeles,
5 California 90067.3107. On September 4, 2012, I served the within document(s):

6 **RESPONDENTS' FIRST RETURN TO WRIT OF MANDATE**

7 by facsimile transmission at or about _____ on that date. This document
8 was transmitted by using a facsimile machine that complies with California Rules
9 of Court Rule 2003(3), telephone number 310.553.5583. The transmission was
10 reported as complete and without error. A copy of the transmission report, properly
11 issued by the transmitting machine, is attached. The names and facsimile numbers
12 of the person(s) served are as set forth below.

13 by placing a true copy of the document(s) listed above for collection and mailing
14 following the firm's ordinary business practice in a sealed envelope with postage
15 thereon fully prepaid for deposit in the United States mail at Los Angeles,
16 California addressed as set forth below.

17 by depositing a true copy of the same enclosed in a sealed envelope, with delivery
18 fees provided for, in an overnight delivery service pick up box or office designated
19 for overnight delivery, and addressed as set forth below.

20 by personal service I caused such envelope to be delivered to **Ace Messenger and**
21 **Attorney Service, Inc.** for delivery to the address below.

22 Based on a court order or an agreement of the parties to accept service by e-mail or
23 electronic transmission, I caused the documents to be sent to the persons at the e-
24 mail addresses on the attached service list on the dates and at the times stated
25 thereon. I did not receive, within a reasonable time after the transmission, any
26 electronic message or other indication that the transmission was unsuccessful. The
27 electronic notification address of the person making the service is
28 _____@littler.com.

R. D. Kirwan, Esq.
Scott J. Witlin, Esq.
Levi W. Heath, Esq.
Devin Stone, Esq.
Barnes & Thornburg LLP
2049 Century Park East, Ste. 3550
Los Angeles, CA 90067-3012

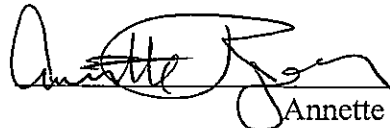
Jonathan J. Mott, Esq.
Parker & Covert LLP
17862 E. 17th Street
East Building - Suite 204
Tustin, CA 92780

1
2 Jesus Eduardo Quinonez, Esq.
3 Holguin Garfield Martinez
4 Quinonez, APLC
5 800 W. 6th St., Ste. 950
6 Los Angeles, CA 90017

Bernard Rorhbacher, Esq.
Public Employment Relations Board
700 N. Central Ave., Ste. 200
Glendale, CA 91203

7 I am readily familiar with the firm's practice of collection and processing
8 correspondence for mailing and for shipping via overnight delivery service. Under that practice it
9 would be deposited with the U.S. Postal Service or if an overnight delivery service shipment,
10 deposited in an overnight delivery service pick-up box or office on the same day with postage or fees
11 thereon fully prepaid in the ordinary course of business.

12 I declare under penalty of perjury under the laws of the State of California that the
13 above is true and correct. Executed on September 4, 2012, at Los Angeles, California.

14 
Annette Ryan

15 Firmwide:111125390.1 050758.1013