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**ELECTRONICALLY FILED**  
Superior Court of California  
County of Sacramento  
05/15/2026  
By: A. Mocanu Deputy

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SACRAMENTO

|                                               |   |                                  |
|-----------------------------------------------|---|----------------------------------|
| PAULA CAMP, an individual,                    | ) | CASE NO. <b>26CV011845</b>       |
|                                               | ) |                                  |
| PLAINTIFF,                                    | ) |                                  |
|                                               | ) |                                  |
| v.                                            | ) | <b>PLAINTIFF PAULA CAMP'S</b>    |
|                                               | ) | <b>COMPLAINT FOR DAMAGES AND</b> |
|                                               | ) | <b>DEMAND FOR JURY TRIAL</b>     |
|                                               | ) |                                  |
| ELK GROVE UNIFIED SCHOOL DISTRICT,            | ) |                                  |
| a Public Entity; and DOES 1 to 50, inclusive, | ) |                                  |
|                                               | ) | <b>1. WHISTLEBLOWER</b>          |
| DEFENDANT.                                    | ) | <b>RETALIATION IN VIOLATION</b>  |
|                                               | ) | <b>OF CALIFORNIA LABOR CODE</b>  |
|                                               | ) | <b>§1102.5</b>                   |
|                                               | ) | <b>2. FAILURE TO PROVIDE</b>     |
|                                               | ) | <b>PERSONNEL FILE IN</b>         |
|                                               | ) | <b>VIOLATION OF CALIFORNIA</b>   |
|                                               | ) | <b>LABOR CODE § 1198.5</b>       |

Paula Camp ("Plaintiff") alleges as follows in this Complaint:

**JURISDICTION AND VENUE**

1. This Court has jurisdiction pursuant to Code of Civil Procedure §395(a). Defendant Elk Grove Unified School District (hereinafter referred to as "EGUSD" or "Defendant") employed and/or managed Plaintiff within the State of California. EGUSD violated California law and made all employment decisions regarding and impacting Plaintiff from the EGUSD District office in Elk Grove, California.

2. Venue is proper in Sacramento County because EUSD employed Plaintiff at

1 schools with EGUSD in Elk Grove, California. Thus, Elk Grove, California is where the alleged  
2 unlawful practices were committed and where Plaintiff would still be working had she not been  
3 terminated. Plaintiff is informed and believes and thereon alleges that all of the material acts  
4 and decisions upon which the Complaint is based took place at the Joseph Sims Elementary  
5 School (“Sims”) campus located in Elk Grove, California and with knowledge or consent of  
6 managing agents at the Elk Grove, California location.

7 3. Plaintiff timely filed a complaint against EGUSD with the State of California,  
8 Department of Industrial Relations, the Equal Employment Opportunity Commission (“EEOC”)  
9 in which she alleged retaliation, and submitted a claim to EGUSD in compliance with  
10 California’s Government Claims act. Plaintiff’s Government Claims Act submission was not  
11 responded to by EGUSD, therefore, Plaintiff has satisfied the administrative requirements of the  
12 California Government Claims Act.

### 13 PARTIES

14 4. PLAINTIFF is a current resident of the County of San Joaquin, California. She  
15 worked for EGUSD at various school sites in the District, located in the County of Sacramento,  
16 California as a Special Education Program Specialist.

17 5. PLAINTIFF is informed and believes and thereon alleges that EGUSD is a public  
18 entity, doing business in California. On information and belief, Defendant is a that provides K-  
19 12 education services. At all times relevant herein Defendant was PLAINTIFF’s employer  
20 covered by the Fair Employment and Housing Act (“FEHA”), the California Labor Code, and  
21 all other applicable state and federal employment laws.

22 6. Ms. Camp is informed and believes and thereon alleges that EGUSD is legally  
23 responsible for all unlawful conduct, policies, practices, acts, and omissions as described in each  
24 and all of the following paragraphs as Plaintiff’s employer.

25 7. The full extent of the facts linking the fictitiously designated DEFENDANT with  
26 the causes of action alleged herein are unknown to PLAINTIFF at this time. In addition, the true  
27 names and capacities, whether individual, plural, corporate, partnership, association, or  
28 otherwise are also unknown to PLAINTIFF at this time. PLAINTIFF, therefore, designates such

DEFENDANT as DOES 1-50, inclusive, and sues them under fictitious names.

8. To the extent such DOE DEFENDANT are corporate or public entities, PLAINTIFF sues them in that capacity and such corporate or public entities are responsible for all acts of their employees, agents, representatives, and principals as all alleged actions were done within the course and scope of their employment.

9. To the extent such DOE DEFENDANT are individuals, PLAINTIFF sues them in that capacity and alleges they took the actions as agents of a corporate entity for the benefit of themselves.

10. Plaintiff alleges that each and every Defendant designated as DOE was responsible for the events referred to herein and, in some manner, caused injuries to Plaintiff as hereinafter alleged. Plaintiff will amend this Complaint to state the manner in which any fictitious Plaintiff is so responsible and will ask leave of Court to amend this Complaint to show their respective true names and capacities when ascertained.

**FACTS APPLICABLE TO ALL CAUSES OF ACTION**

11. Plaintiff re-alleges each and every allegation set forth above and incorporates each by reference as though set forth in full herein.

**DEFENDANT, ELK GROVE UNIFIED SCHOOL DISTRICT**

12. EGUSD is a school district, located in a suburb of Sacramento.

13. PLAINTIFF was hired by EGUSD on March 1, 2024, as a Special Education Program Specialist. On or about March 19, 2024, PLAINTIFF was assigned to the Sheldon Region, under the supervision of Melissa Garcia to fill a vacancy in that region. On or about April 19, 2024, PLAINTIFF was informed by Ms. Garcia she would be re-assigned to the Joseph Sims, Sierra Enterprise, and Elitha Donner Elementary School Region effective July 1, 2024.

14. Ms. Garcia explained to PLAINTIFF this reassignment was due to her excellent work ethic, tenacity, and superb performance in the Sheldon Region. This reassignment was to be effective, July 1, 2024.

15. Despite this early praise and recognition of PLAINTIFF's skill and work ethic, the relationship between Mses. Garcia and Camp quickly soured when PLAINTIFF attempted

1 to ensure EGUSD remained compliant with state and federal special education regulations.  
2 PLAINTIFF specifically identified shortcomings in paraeducator staffing at Joseph Sims  
3 Elementary School (“Sims”); insufficient training for special education administrators, teachers,  
4 and support staff; and EGUSD’s failure to provide special education students’ parents with  
5 necessary documents upon request.

6 16. In July 2024, when PLAINTIFF began overseeing the Sims/Sierra/Donner region,  
7 she discovered there was not enough paraeducators to meet the needs of the special education  
8 (“SPED”) students in the region. She set to work to rectify this understaffing but was met with  
9 resistance and inconsistent directives regarding hiring. In July, she was informed by EGUSD  
10 Human Resources (“HR”) personnel the district would be flying paraeducator positions for open  
11 applications. However, soon after receiving that communication, she was told the District would  
12 not interview or hire any paraeducators until after August 14, 2024, the day the 2024-2025  
13 school year officially started.

14 17. This delay in hiring paraeducators led to difficulties maintaining appropriate  
15 staffing levels as required by state and federal law as well as in accord with EGUSD students’  
16 Individualized Education Plans (“IEP”). In the past EGUSD relied on private, third-party  
17 organizations to provide paraeducators to fill these gaps at great cost to the district. However,  
18 for the 2024-2025 school year, EGUSD attempted to pivot from this arrangement to cut costs.  
19 EGUSD’s solution was to hire “substitute” paraeducators to fill vacancies of full time,  
20 contracted positions. While this was a creative solution because it offered flexibility in the hiring  
21 process and could allow for paraeducators to be placed in classrooms more quickly, the nature  
22 of substitute work created scheduling nightmares.

23 18. Unlike contracted paraeducators, substitutes have greater autonomy to decide  
24 whether they will accept a position in a classroom. If a substitute is unavailable or simply does  
25 not want to work a particular assignment, he or she can decline. This autonomy made coverage  
26 for positions less reliable and more difficult to obtain. Additionally, without the consistency of  
27 permanent staff, it became nearly impossible for the students and paraeducators to create bonds  
28 with one another, thereby making it more difficult for the paraeducators to know the behavioral

1 habits and educational needs of students and how to best address them.

2 19. Through the fall of 2024, paraeducator staffing remained difficult as EGUSD  
3 continued to interview and attempted to hire full time staff. For example, in November 2024, a  
4 paraeducator assigned to Sims Elementary was scheduled to go on medical leave for  
5 approximately three months. Despite attempts to find coverage with a substitute, the week before  
6 the paraeducator was due to begin medical leave, no substitute had accepted the assignment.  
7 This led to a last-minute scramble to find coverage through a third-party, private organization.

8 20. During her time working in the Sims/Sierra Region, Claimant attempted to  
9 conduct training sessions, seminars and workshops in order to inform school administrators and  
10 staff about compliance with the California Education Code (“Ed. Code”) and the federal statute,  
11 Individuals with Disabilities Education Act (“IDEA”), with respect to IEP. Specifically,  
12 PLAINTIFF identified: the District’s failure to provide necessary documentation to students’  
13 parents in advance of IEP meetings in accord with statutory timelines; staff’s failure to complete  
14 IEP documentation prior to meetings; and staff’s failure to have necessary documentation at IEP  
15 meetings to share with students’ parents in accord with state and federal regulations. These  
16 failures deprived parents of necessary information to be involved in the IEP process and grant  
17 informed consent to the District’s proposed education plans for their children as required by law.  
18 These deficiencies identified by PLAINTIFF amounted to a failure to provide students’  
19 parents/guardians with a Notice of Procedural Safeguards, as required by IDEA. The Notice of  
20 Procedural Safeguards must include:

- 21 1. A description of the actions proposed or refused by the school district;
- 22 2. An explanation of why the action was proposed or refused;
- 23 3. A description of each assessment procedure, record, or report the agency used as  
24 a basis for the action proposed or refused;
- 25 4. A statement that parents of a child with a disability have protection under the  
26 procedural safeguards;
- 27 5. Sources for parents to contact to obtain assistance in understanding the provisions  
28 the Procedural Safeguards;



6. A description of other option that the IEP team considered and the reasons those options were rejected; and

7. A description of any other factors relevant to the action proposed or refused. (20 U.S.C. §§ 1415(b)(3-4); 1415(c)(1); 1414 (b)(1); 34 Code of Federal Regulations § 300.503.)

21. A Notice of Procedural Safeguards must be sent when the school district proposes or refuses to initiate a change in the identification (of a student as in need of Special Education Services); assessment of the student; or educational placement of the student with special needs. (20 U.S.C. §§ 1415(b)(3-4); 1415(c)(1); 1414 (b)(1); 34 Code of Federal Regulations (“CFR”) § 300.503; and California Code of Education (“Cal. Ed. Code”) §§ 56329 and 56506(a).) Additionally, if a parent/guardian makes a written request for their student to be evaluated, the school district must give notice of any proposed evaluations within fifteen (15) days of the parent making such a request. (34 CFR § 300.304; Cal. Ed. Code § 56321.)

22. The purpose of these Safeguards is to provide parents and guardians with an overview of their rights related to participation in the Individualized Education Program (“IEP”) meetings, development of the student’s IEP, and other matters related to their student’s access to special education services. (20 U.S.C. §§ 1414(d)(1)(B-D); 34 CFR § 300.321; Cal. Ed. Code §§ 56341(b) and 56343(c).) Furthermore, the Notice of Procedural Safeguards helps ensure parents/guardians have adequate information to grant the required *informed written consent* to the plans a school district intends to implement with regard to the student(s). In short, failure to provide the proper Notice of Procedural Safeguards puts the entire IEP process at risk of being non-compliant and deprives students and their parents of important educational rights. Accordingly, PLAINTIFF fervently advocated for EGUSD to maintain strict compliance with the rules and regulations relating to the Notice of Procedural Safeguards.

23. In response to PLAINTIFF’s efforts to bring the district into compliance she experienced resistance from school staff and administrators. Specifically, at Sims Elementary, when PLAINTIFF attempted to enforce a schedule of deadlines to prepare for IEP meetings (including when necessary documents should be completed and sent to parents for review), some

1 teachers complained about the schedule, protesting it was unnecessary as these deadlines had  
2 never been enforced before.

3 24. The non-compliance PLAINTIFF reported began to come to a head in October  
4 2024, when a student new to the District's SPED program started eloping from the student's  
5 assigned, supervised areas on his school's campus, leading to great concern from this student's  
6 parents. Due to the parents' concern, PLAINTIFF focused on ensuring compliance with local,  
7 state, and federal special education law while she and District personnel worked to correct the  
8 errors that led to this student being able to elope into potentially unsafe areas of the campus.  
9 Primarily, she attempted to ensure the District shared all documents and information with the  
10 parents so they could actively participate in the IEP process to help ensure their student was  
11 offered a safe learning environment while at school. Additionally, PLAINTIFF called attention  
12 to EGUSD's failure to hold an Interim/Transitional IEP meeting within 30 days of the student's  
13 transfer into the district; a blatant violation of the mandates in 34 CFR § 300.323(c). PLAINTIFF  
14 is informed and believes that EGUSD's failure to hold this Interim/Transitional IEP meeting  
15 was a causal factor enabling the student's elopement.

16 25. Tension only grew with the student's parents as during the process of addressing  
17 the student's elopement and updating the student's IEP, the student was injured at school,  
18 possibly by a paraeducator. The parents demanded all documentation related to the student's  
19 injury and elopement as well as requested the District consider a 1:1 aide for the student to  
20 prevent further elopement. Despite PLAINTIFF's insistence the District comply with the notice  
21 requirements of IDEA and Cal. Ed. Code § 56504<sup>1</sup>, and transmit the documents the parents  
22 requested prior to a meeting held to discuss their students' issues at school and determine  
23 whether a 1:1 aide was appropriate, Melissa Garcia refused to do so. The District's response to  
24 this student's parents' concerns was wholly insufficient and led the parents to file a complaint  
25 with the California Department of Education related to the District's withholding of  
26 documentation and information related to their child's safety and the District's plan to address

27  
28 <sup>1</sup> California Ed. Code § 56504 which provides parents of SPED students access to all documents in their  
student's school records within five (5) business days of an oral or written request.

1 the same in or around mid-October.

2 26. As more parents of SPED students at Sims Elementary began to ask for documents  
3 to prepare for IEP meetings; to understand the education and services their children were getting  
4 through the District; or to review how their student was injured on campus, Ms. Garcia continued  
5 to deny any requirement to produce documents existed. PLAINTIFF remained firm in her efforts  
6 to bring the District into compliance and informed Ms. Garcia the District's current practices  
7 not only violated Cal. Ed. Code § 56504's requirement to share documents with  
8 parents/guardians, but also Cal. Ed. Code §§ 49060 (guaranteeing parents/guardians access to  
9 records within 5 days of a request); 56320 (requirements for the assessment tools relied upon in  
10 evaluating students' special education needs); 56325 (requirements for when a student with an  
11 existing IEP transfers into a new school district); and 56046 (prohibits retaliation against school  
12 district personnel for assisting parents/guardians in obtaining services for their student). Ms.  
13 Garcia ignored PLAINTIFF's complaints of the numerous violations that directly impacted  
14 students' educational rights and pressed for PLAINTIFF to continue under the District's existing  
15 paradigm.

16 27. What is more, in or around November 2024, with complaints from parents at  
17 Joseph Sims Elementary mounting about their students' safety at school, PLAINTIFF contacted  
18 Joseph Sims Elementary School Principal Robin Riley to get a copy of the school's  
19 Comprehensive School Safety Plan as required by Cal. Ed. Code §§ 32280-32289.5. Ms. Riley  
20 told PLAINTIFF Joseph Sims Elementary did not have a Comprehensive School Safety Plan  
21 and rebutted PLAINTIFF's assertion that one was necessary.

22 28. As such, on November 7, 2024, PLAINTIFF emailed Ms. Garcia the text of and  
23 link to access Ed. Code § 56504. Ms. Garcia, still resistant to PLAINTIFF's reports of non-  
24 compliance emailed EGUSD legal counsel, to ask if PLAINTIFF's citation and comments  
25 regarding the Ed. Code § 56504 were accurate. The District's legal representative responded on  
26 November 18, 2024, with support for PLAINTIFF's position. Namely, the district needed to  
27 comply with a parent's timely request for completed draft IEP materials. Upon receiving this  
28 email from EGUSD's legal counsel, Ms. Garcia continued to assert that Sims staff and admins



1 were correct and EGUSD need not send documents to students' parents upon their request.

2 29. Throughout November, Ms. Garcia's behavior toward PLAINTIFF became  
3 increasingly hostile. Ms. Garcia did not provide support to PLAINTIFF in her efforts to ensure  
4 Sims Elementary IEP staff adhered to the deadlines PLAINTIFF attempted to put in place to  
5 ensure parents had IEP materials before or during their students' IEP meetings in compliance  
6 with the IDEA's requirements—particularly related to the Notice for Procedural Safeguards.  
7 Instead of sharing PLAINTIFF's focus on compliant IEP and IEP meetings, Ms. Garcia urged  
8 completion of the same regardless of compliance with state and federal regulations in place to  
9 ensure parents were fully aware of the educational plans for their children. Specifically, when  
10 PLAINTIFF raised concerns about Sims Elementary's IEP practices being violative of  
11 California Ed. Code and IDEA, Ms. Garcia ordered PLAINTIFF to "look the other way," and  
12 get the IEP signed by parents so the District could move to the next IEP.

13 30. In or around mid-November Ms. Garcia notified staff under her supervision that  
14 team members with last names starting with the letters A-K would be receiving performance  
15 evaluations in the coming weeks. Ms. Garcia offered to make time to discuss "professional  
16 reflections and goals relative to the 6 administrative standards," of the SPED Program Specialist  
17 position. As this would be her first performance review, PLAINTIFF attempted to take  
18 advantage of the offer so she could understand how her performance was evaluated. On  
19 November 14, 2024, PLAINTIFF emailed Ms. Garcia to set aside time on November 21, 2024,  
20 to go over the administrative standards and PLAINTIFF's performance relative thereto. Despite  
21 the email and the calendar invite PLAINTIFF sent, Ms. Garcia failed to appear for the November  
22 21, 2024, meeting as well as the rescheduled attempt for the following day November 22, 2024.

23 31. On December 2, 2024, PLAINTIFF had a meeting scheduled with Ms. Garcia at  
24 which she expected to discuss the evaluation process with Ms. Garcia. Instead, when  
25 PLAINTIFF arrived at the meeting, Ms. Garcia declared PLAINTIFF's evaluation had already  
26 been completed and it was, "the worst [EGUSD] had ever had." In it, Ms. Garcia criticized  
27 PLAINTIFF for failing to hire Paraeducators despite PLAINTIFF's best efforts and confusion  
28 from District leadership regarding staffing practices for Paraeducators. Moreover, Ms. Garcia

1 indicated that more than ten (10) District employees had lodged complaints about PLAINTIFF  
2 and her workplace behavior. During the meeting, PLAINTIFF was never provided copies of  
3 these complaints even though she made several requests for the same<sup>2</sup>.

4 32. PLAINTIFF immediately recognized this performance review as retaliation for  
5 her months of conflict with Ms. Garcia regarding strict compliance with laws governing IEP  
6 practices. Accordingly, PLAINTIFF asked Ms. Garcia and Ms. Rigali (who was also present)  
7 about the process to appeal what she believed to be a retaliatory review. Neither Ms. Garcia, nor  
8 Ms. Rigali responded to PLAINTIFF's inquiries regarding an appeal, forcing PLAINTIFF to  
9 seek clarification from Mary Ponce, another EGUSD Director of Human Resources.

10 33. On December 10, 2024, PLAINTIFF was again scheduled to meet with Ms. Garcia  
11 and Ms. Rigali to discuss Sims Elementary's non-compliance with IEP regulations. During this  
12 meeting, Mses. Rigali and Garcia reprimanded PLAINTIFF for ten (10) complaints Ms. Garcia  
13 had allegedly received from Sims Elementary staff. This time they demanded PLAINTIFF, "stop  
14 talking to people," "just sign the IEP's," and "keep quiet about compliance issues." These  
15 directives from Mses. Rigali and Garcia make clear their displeasure with PLAINTIFF's efforts  
16 to maintain compliance with state and federal law, as well as provide evidence of their retaliatory  
17 motive.

18 34. Accordingly, on or around December 17, 2024, PLAINTIFF submitted a formal  
19 rebuttal to the retaliatory December 2, 2024, performance review. In this rebuttal, PLAINTIFF  
20 provided detailed information supporting her belief that her performance was unfairly judged  
21 by Ms. Garcia.

22 35. On or around December 19, 2024, PLAINTIFF sent a letter via email to Mr. Vierra  
23 detailing what she believed to be retaliatory and discriminatory conduct by Mses. Rigali and  
24 Garcia related to her complaints about non-compliant IEP practices at Sims Elementary. In this  
25 letter, she provided a detailed description of events, documentary evidence, and a list of  
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27 <sup>2</sup> PLAINTIFF's attempts to receive and review copies of her personnel file include: a formal request sent by  
28 PLAINTIFF to Mark Vierra, EGUSD Director of Human Resources, on December 19, 2024, and another sent by  
her attorneys, Fairchild Employment Law, P.C. via email and USPS on October 14, 2025, to Mr. Vierra, David  
Reilly, Corrie Buckmaster, Taigan Keplinger, and Mary Ponce.

1 witnesses to support her claims that she was given the negative performance review in retaliation  
2 for her efforts to ensure EGUSD SPED students received the education and services they  
3 deserved. PLAINTIFF also requested a reassignment (away from Ms. Garcia as a direct  
4 supervisor), training for all staff on state and federal special education law, a re-evaluation of  
5 the retaliatory performance review, and access to her personnel file. Mr. Vierra never responded.

6 36. On January 17, 2025, Ms. Garcia abruptly scheduled another performance review  
7 for PLAINTIFF. During the meeting to go over this review, Ms. Garcia repeated all the same  
8 criticisms from the December 2, 2024, performance review. This time, Ms. Garcia escalated her  
9 retaliatory tactics and stated PLAINTIFF was not to speak to her colleagues in the SPED office  
10 and restricted PLAINTIFF's access to various workplace areas. These efforts isolated  
11 PLAINTIFF from any opportunity for support from her colleagues and created an environment  
12 of distrust and isolation for PLAINTIFF.

13 37. As such, on or around January 20, 2025, PLAINTIFF sent a formal complaint  
14 letter via email to EGUSD Superintendent, Mark Hoffman; Associate Superintendent, David  
15 Reilly; and Director of Special Education, Amreek Singh, and Board of Trustees outlining the  
16 retaliatory conduct she experienced over the previous months. PLAINTIFF again requested her  
17 concerns about non-compliance at Sims Elementary be investigated and offered to assist in the  
18 investigation by providing over 400 pieces of documentary evidence. PLAINTIFF did not  
19 receive a reply to her email.

20 38. On January 22, 2025, PLAINTIFF was dragged into yet another meeting with Ms.  
21 Garcia. Ms. Rigali and Mr. Vierra were also present. During the meeting, Ms. Garcia handed  
22 PLAINTIFF a "Notice of Non-Re-Election," and informed the District would not renew her  
23 contract for the 2025-2026 school year. This non-re-election meant PLAINTIFF's employment  
24 with EGUSD would be terminated, effective June 30, 2025. Furthermore, PLAINTIFF was told  
25 that if she did not tender her resignation before February 2, 2025, EGUSD would place a hold  
26 on her teaching credential, thereby making it impossible for PLAINTIFF to secure replacement  
27 employment. Ms. Rigali and Garcia also informed PLAINTIFF that regardless of whether  
28 PLAINTIFF submitted her resignation, PLAINTIFF would be required to work through June

30, 2025, or EGUSD would place a hold on her teaching credential. These threats misstated PLAINTIFF's employment status. As Special Education Program Specialist, PLAINTIFF was not a contracted employee like most teachers and administrators in the District. In fact, she had no contract at all and was an at-will employee and could end the employment relationship at her discretion.

39. Seeing these threats as clear retaliation and Mses. Rigali's and Garcia's thinly veiled attempts to avoid liability for the same, PLAINTIFF sought guidance from May Cha, an EGUSD HR representative, and Mr. Vierra. Both reiterated the threat made by Mses. Rigali and Garcia.

40. On January 23, 2025, PLAINTIFF received an email from HR Compliance stating that her complaints would be investigated by Ms. Rigali—whom PLAINTIFF believed to be an active participant, if not complicit in Ms. Garcia's retaliatory efforts. When PLAINTIFF voiced her concern about Ms. Rigali's involvement affecting the integrity of the investigation, Mr. Singh was assigned as the lead investigator. During the investigation, PLAINTIFF cooperated fully with Mr. Singh and HR to explain the depths of her concerns, providing voluminous documentary evidence to support her claim Ms. Garcia retaliated against her due to efforts to bring Sims Elementary into compliance. With stress and anxiety related to the investigation—and underlying retaliation—mounting, PLAINTIFF renewed her request for a transfer away from Ms. Garcia's supervision on January 28, 2025, and requested January 29-31, 2025, off from work related to her poor mental health.

41. On January 30, 2025, due to the immense stress, anxiety, depression, sleep loss, and fear for her safety caused by the prospect of returning to work under the supervision of Ms. Garcia, PLAINTIFF requested a medical leave of absence. Her leave request was eventually granted and she was placed off work through March 3, 2025, initially. The leave would eventually be extended through the end of PLAINTIFF's employment on June 30, 2025.

42. On January 31, 2025, Elena Duenas, EGUSD HR Compliance Coordinator, informed PLAINTIFF she would not be reassigned and was still expected to report to work under the supervision of the person leading the retaliatory charge against PLAINTIFF.



1 Dismayed, PLAINTIFF began the process of seeking replacement employment and quickly  
2 moved through the interview process with Sacramento City Unified School District (“SCUSD”)  
3 for an Administrator, Teaching, and Learning Position.

4 43. PLAINTIFF’s excitement for the potential of a new position, free from Mses.  
5 Rigali and Garcia’s retaliatory action was short lived. When SCUSD began performing reference  
6 checks, its representatives insisted they speak with Ms. Rigali. Despite PLAINTIFF being  
7 recommended for a second interview, after SCUSD reached out to Ms. Rigali, the offer of a  
8 second interview was rescinded and PLAINTIFF’s prospect of employment with SCUSD  
9 evaporated. Accordingly, PLAINTIFF is informed and believes Ms. Rigali intentionally  
10 sabotaged PLAINTIFF’s application to SCUSD.

11 44. The District’s retaliatory actions have caused and continue to cause severe mental  
12 and emotional anguish for PLAINTIFF. She was hired to ensure the District’s SPED students  
13 received the education and services they are entitled to by law and she made every effort to  
14 fulfill that duty. Unfortunately, her supervisors were not as steadfast in their loyalty and  
15 adherence to state and federal special education law, and instead preferred to ignore the serious  
16 issues and concerns raised by PLAINTIFF. The District’s failures are numerous; specifically in  
17 regard to how it failed to support PLAINTIFF in her quest for compliance. However, by failing  
18 to support PLAINTIFF the District displayed a heartbreaking disdain for its SPED students,  
19 seeing their IEP due process rights as annoying obstacles to be cleared by any means necessary.

20 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

21 45. On February 26, 2026, PLAINTIFF sent a Government Claims Act submission,  
22 via email to David Reilly, Superintendent; Corrie Buckmaster, Chief Human Resources Officer;  
23 Talgan Keplinger, Director Human Resources; Mary Ponce, Director, Human Resources; and,  
24 Mark Vierra, Director Human Resources; as well as certified mail to EGUSD Board of  
25 Education. On March 5, 2026, PLAINTIFF’s counsel received confirmation the Government  
26 Claims Act submission was delivered and Gary Wong signed the confirmation of receipt.  
27 PLAINTIFF did not receive a response to her submission and, as of the filing of this complaint,  
28 has faithfully fulfilled the requirements of California’s Government Claims Act.



**FIRST CAUSE OF ACTION**

**RETALIATION IN VIOLATION OF LABOR CODE §1102.5**

**(Against All DEFENDANTS)**

46. PLAINTIFF realleges each and every allegation set forth above and incorporates each by reference as though set forth in full herein.

47. At all relevant times mentioned herein, California Labor Code §1102.5 was active, in full force and effect, and applicable to DEFENDANT. Under Labor Code §1102.5(b) it is unlawful for an employer or any person acting on behalf of an employer, to retaliate against an employee for disclosing information to a person with authority over the employee if the employee has reasonable cause to believe the information discloses a violation of state or federal statute or regulation.

48. PLAINTIFF's employment was terminated effective June 30, 2025, in retaliation for her reports of non-compliance with state and federal regulations regarding IEP's and IEP meetings for SPED students.

49. This unlawful termination—violative of California Labor Code § 1102.5—has caused PLAINTIFF severe mental/emotional damage, as well as monetary damage in an amount to be proven at trial. Moreover, California Labor Code § 1102.5 authorizes civil penalties up to \$10,000.00 for each proven violation of the same code section.

50. As a direct, foreseeable, legal, and proximate result of EGUSD's unlawful and retaliatory conduct, acts, or omissions, as herein alleged, PLAINTIFF has suffered substantial losses in earnings and job benefits, humiliation, embarrassment, mental and emotional distress, and discomfort, all to her damage in an amount to be proven at trial. direct, foreseeable, legal, and proximate result of EGUSD's unlawful and retaliatory conduct, acts, or omissions, PLAINTIFF has also been caused to retain attorneys and has thus incurred legal fees, expenses, and costs of suit, entitling her to reimbursement of the same pursuant to California Labor Code § 1102.5(j).

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**SECOND CAUSE OF ACTION**

**FAILURE TO PROVIDE PERSONNEL FILE IN VIOLATION OF LABOR CODE §1198.5**

**(Against All DEFENDANTS)**

51. PLAINTIFF realleges each and every allegation set forth above and incorporates each by reference as though set forth in full herein.

52. At all relevant times mentioned herein, California Labor Code §1198.5 was active, in full force and effect, and applicable to all DEFENDANT. California Labor Code § 1198.5 provides “every current and former employee . . . has the right to inspect and receive a copy of the personnel records that the employer maintains, relating to the employee’s performance or to any grievance concerning the employee.” (Cal. Lab. Code §1198.5(a).) Furthermore, employers must furnish employees with copies of said files within thirty (30) days of receiving a written request for same. (Cal. Lab. Code §1198.5(b).)

53. On December 19, 2024, shortly after she was terminated, PLAINTIFF sent a formal written request for her personnel file to Mark Vierra, (“Mr. Vierra”) Director of HR for EGUSD. Neither Mr. Vierra or EGUSD responded to this request. Additionally, on October 21, 2025, PLAINTIFF made a written request for her payroll records and personnel file to EGUSD. EGUSD never responded to this request, in blatant disregard for the mandates of California Labor Code §1198.5. This statement demonstrates EDUSD’s clear violation of California law and willful refusal to give PLAINTIFF the documents and information he was legally entitled to receive. As of the filing of this Complaint, PLAINTIFF has still not received copies of the personnel file or payroll records that she requested despite PLAINTIFF’s counsel also making a demand for PLAINTIFF’s personnel file and payroll records.

54. Pursuant to California Labor Code §1198.5(k), PLAINTIFF is entitled to recover \$750.00 for EGUSD’s refusal to provide his performance records. EGUSD’s unlawful withholding of PLAINTIFF’s personnel file also required PLAINTIFF to seek and obtain legal counsel to vindicate her rights, causing her to incur legal fees and costs of suit all in an amount to be proven at trial.

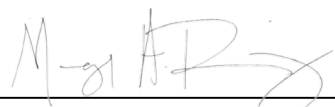
**PRAYER FOR RELIEF**

**WHEREFORE**, PLAINTIFF respectfully prays for relief against DEFEDANT and DOES 1 through 50, inclusive, and each of them, as follows:

1. Compensatory damages for lost wages, according to proof at trial, as well as interest, equitable relief, liquidated damages, attorneys' fees and costs;
2. All actual, consequential and incidental financial losses, including without limitation loss of salary and benefits according to proof;
3. A Civil Penalty up to \$10,000.00 pursuant to California Labor Code §1102.5 for DEFENDANT' retaliatory termination of PLAINTIFF;
4. A Civil Penalty of \$750.00 pursuant to California Labor Code §1198.5 for JBHT's and JBHT SERVICES's refusal to produce PLAINTIFF's performance records;
5. For compensatory and general damages for emotional distress in an amount according to proof;
6. For injunctive and declaratory relief;
7. For reasonable attorneys' fees pursuant to Labor Code §§ 1102.5, 1198.5, and other applicable statutory or contractual provisions;
8. For pre-judgment and post-judgment interest on all damages awarded according to any applicable provision of law;
9. For costs of suit incurred; and
10. For such other and further relief as the Court may deem just and proper.

FAIRCHILD EMPLOYMENT LAW, P.C.

DATED: May 15, 2026

By:   
JILLIAN M. FAIRCHILD  
MORGAN A. RUIZ  
Attorneys for Plaintiff PAULA  
CAMP

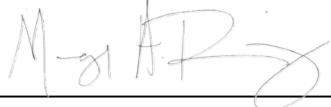
Fairchild Employment Law, P.C.  
3131 Camino del Rio N., Suite 310  
San Diego, CA 92108

**DEMAND FOR JURY TRIAL**

Additionally, PLAINTIFF demands trial of this matter by jury. The amount demanded exceeds \$35,000.00.

FAIRCHILD EMPLOYMENT LAW, P.C.

DATED: May 15, 2026

By: 

JILLIAN M. FAIRCHILD

MORGAN A. RUIZ

Attorneys for Plaintiff PAULA CAMP