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7 LADERA TAXPAYERS FOR INTEGRITY IN GOVERNANCE

8 **UNITED STATES DISTRICT COURT**  
9 **NORTHERN DISTRICT OF CALIFORNIA**  
10 **SAN FRANCISCO DIVISION**

11 LADERA TAXPAYERS FOR  
12 INTEGRITY IN GOVERNANCE,  
13 Plaintiff,

14 v.

15 LAS LOMITAS ELEMENTARY  
16 SCHOOL DISTRICT, a political  
17 subdivision of the State of California; LAS  
18 LOMITAS ELEMENTARY SCHOOL  
19 DISTRICT GOVERNING BOARD; and  
20 DR. BETH POLITO, in her official  
21 capacity as Superintendent of the Las  
22 Lomitas Elementary School District,

23 Defendants.

Case No.

**COMPLAINT FOR DECLARATORY  
RELIEF UNDER 42 U.S.C. § 1983 FOR  
VIOLATIONS OF THE FIRST AND  
FOURTEENTH AMENDMENTS OF  
THE US CONSTITUTION;  
ATTORNEY’S FEES UNDER 42 U.S.C. §  
1988; AND**

**TAXPAYER ACTION TO ENJOIN THE  
ILLEGAL EXPENDITURES OF  
PUBLIC PROPERTY PER CCP § 526a;  
ATTORNEY’S FEES PER CCP § 1021.5.**

24 **INTRODUCTION**

25 1. Over the last ten years, Woodland School (“Woodland”) has repeatedly and  
26 intentionally taken advantage of a small public school district, Las Lomitas Elementary  
27 School District (“LLESD”), to increase Woodland’s possession of valuable recreation  
28 portions of LLESD’s in-use public school property. A Woodland representative bragged in a

1 publicly posted video about Woodland paying below-market-rate rent to LLES D and about  
2 how no one at LLES D is paying attention, allowing Woodland to do whatever it wants with  
3 LLES D's property.

4  
5 2. Recently, Woodland erected signs around the LLES D property and began  
6 kicking taxpayers and public-school children off the public property, accusing them of  
7 trespass, abuse, and harassment.

8  
9 3. Previously, these public-school children and taxpayers enjoyed ample use of  
10 the LLES D property. They were free to run on the field and play on the basketball hoops right  
11 after school. They were also free to use buildings on the property under the Civic Center Act.

12  
13 4. Once Woodland began kicking the public off and erecting signs, local  
14 taxpayers decided to investigate the cause for the change.

15  
16 5. Through a series of public records requests, taxpayers, including members of  
17 Ladera Taxpayers for Integrity in Governance, examined Woodland's and LLES D's  
18 documents and relationship.

19  
20 6. After significant investigation, the taxpayers unearthed a scandalous history of  
21 a series of illegal gifts to Woodland, all made at Woodland's request, and all made with a  
22 seemingly clueless (or uncaring) Board and Superintendent.

23  
24 7. Upon making these discoveries public, Woodland, which has wealthy and  
25 notable parents (such as a star point guard for the Warriors), hired expensive law firms and  
26 public image liaisons and threatened the public school with litigation, seeking millions of  
27 dollars if LLES D remedies these illegal gifts, which are ongoing today.

28  
8. LLES D is therefore refusing to stop the continued gifting of public property to  
Woodland.

1           9.       There is no public benefit from LLESD's giving District property to  
2 Woodland for free, and for Woodland's exclusive private use, in exchange for no new  
3 benefits to LLESD. There is also no benefit to LLESD; LLESD is literally obtaining nothing  
4 new in exchange for the gifts.  
5

6           10.       Since June, 2023, the taxpayers of Ladera attempted to impress on LLESD the  
7 importance of this public recreation space. There is a website, a petition signed by 400 district  
8 constituents, and consistent and clear messaging in emails and at Board meetings. Ladera  
9 taxpayers explained that they use the public space to gather, for meetings, and as a Civic  
10 Center. Ladera taxpayers explained that it is grossly unfair that residents near LLESD's other  
11 school properties get to use those facilities whenever school is out and for public meetings  
12 and activities, with minimal restrictions on use. Taxpayers demonstrated that this constituted  
13 unequal treatment of Ladera taxpayers by LLESD.  
14

15           11.       Perhaps due to fear of retribution from Woodland, and certainly due to the  
16 personal feelings of Board Members and administrators at LLESD, LLESD refuses to act in  
17 the Ladera taxpayers' interests. This actively harms the Ladera taxpayers and wastes their tax  
18 money.  
19

20           12.       At every step, LLESD prioritizes Woodland's interests over taxpayers'  
21 interests. Indeed, LLESD refuses to disclose to the public its thoughts about the situation; it  
22 conducts all negotiations with Woodland in closed Board meetings (in violation of the Brown  
23 Act).  
24

25           13.       Thus, taxpayers are forced to bring the present action to enjoin LLESD's  
26 continued illegal gifting of public property to Woodland and to obtain a judgment declaring  
27 that LLESD must stop violating the taxpayers' constitutional rights to equal protection, free  
28

1 speech, and assembly.

2 14. This action therefore seeks: (1) to enjoin LLESD from continuing to gift  
3 public property to Woodland; (2) to disgorge the previously gifted public property from  
4 LLESD's Lease/License with Woodland; (3) a declaratory judgment that LLESD's current  
5 Lease/License arrangement violates the First Amendment of the US Constitution because it  
6 prevents the public from exercising its rights of free speech and assembly at a designated  
7 limited public forum while allowing a single private entity to meet, assemble, speak, and  
8 gather there; and (4) a declaratory judgment that LLESD's practice of closing public use of  
9 the Ladera School Site near Ladera taxpayers, but opening public use of its other school  
10 properties near West Menlo Park taxpayers, constitutes unequal treatment of similarly  
11 situated constituents.  
12  
13

14 **PARTIES**

15 15. Ladera Taxpayers for Integrity in Governance ("Taxpayers," "Ladera  
16 Taxpayers" and/or "LTIG,") is a group of District taxpayers who reside in close proximity to  
17 the District property at issue in unincorporated San Mateo County in the neighborhood of  
18 Ladera and within LLESD. All members of LTIG have been assessed and paid a tax,  
19 including property taxes with attendant bond measure assessments specifically for LLESD,  
20 within the past year. *See Calop Bus. Sys. v. City of L.A.*, 984 F. Supp. 2d 981, 1013 (C.D. Cal.  
21 2013) (requiring payment of tax for standing).  
22  
23

24 16. Las Lomas Elementary School District ("District" and/or "LLESD") is a  
25 public school district located at 1011 Altschul Avenue, Menlo Park, California 94025.

26 17. Defendant Las Lomas Elementary School Governing Board ("Governing  
27 Board") is the elected governing board of the District.  
28

18. Defendant Dr. Beth Polito is the Superintendent of the District.



**DIVISIONAL ASSIGNMENT**

1  
2           26. San Francisco is the proper Division for Plaintiff’s claims because all or a  
3 substantial part of the acts or omissions giving rise to Plaintiff’s claims occurred in San  
4 Mateo County pursuant to Civil L.R. 3-2(c).

**FACTS**

6  
7           **A. The Ladera School Site Is In The Heart Of Ladera.**

8           27. The Ladera Community is a community of roughly 529 homes in unincorporated  
9 San Mateo County. Conceived by a Stanford professor to become a self-sustaining community,  
10 where all houses were built on one of three footprints and all services (grocery, hardware,  
11 school, recreation center) were within walking distance, it is now known as “the best educated  
12 small town in America.” With its own public community pool, a grocery store, coffee shop, and  
13 a system of footpaths providing shortcuts throughout the neighborhood, and, with only two  
14 entrances/exits to the entire neighborhood, Ladera is centered around the concept of community.  
15 Ladera is somewhat isolated, being neither close to Menlo Park nor Portola Valley and requiring  
16 a 10-20 minute car ride to access services in either town.

17  
18  
19           28. The “Ladera School Site” is a roughly 10-acre parcel of property located in the  
20 middle of Ladera. The Ladera School Site used to be the Ladera Community School, which  
21 provided a place for children to be educated and socialized in walkable distance to their  
22 relatively isolated Ladera homes. The parcel is owned by LLESB. There are over 180  
23 children ages 4-13 in Ladera who would be eligible to attend this school were it a public  
24 school. These children are now assigned to a public school several miles away. A bus, which  
25 picks Ladera children ages 4-9 up beginning at 7:00 am (for a school start of 8:15 am), takes  
26 Ladera children to their assigned public school.  
27  
28

1           29.     The Ladera School Site sits in the heart of Ladera – literally and figuratively.  
2 It is in the middle of the community, easily accessible to all of Ladera. People of all ages and  
3 backgrounds use the facility: adults play organized soccer games on the weekends, dog  
4 owners gather during the week, children ride bikes, play basketball and soccer, and run  
5 around the field after school. It is a vibrant, well-used facility that draws in adults and  
6 children alike. Ladera used to use the multi-purpose room on the Ladera School Site to host  
7 neighborhood family movie nights or other events. The entire Site was (and still should be) a  
8 limited public forum.  
9

10           30.     In the late 1970s, LLESD acquired the Ladera School Site as District property.  
11 LLESD closed the Ladera School and identified the entire Ladera School Site as surplus  
12 District property. LLESD then looked to lease the property to private schools. In the 1980s,  
13 LLESD began to lease the entire Ladera School Site to Woodland School.  
14

15           31.     Before 2012, the District leased the entire Ladera School Site (the buildings,  
16 the parking lot, the field, the play structures, and the blacktop) to Woodland. *See* Old  
17 LLESD/Woodland Lease, a true and correct copy of which is attached here as **Exhibit A**  
18 (providing Woodland with a lease to the entire Ladera School Site).  
19

20           **A. In 2011, LLESD Divided The Ladera School Site It Into Two Sections: (1) the**  
21           **Buildings/Parking Lot And (2) the Recreation Areas.**  
22

23           32.     In or around 2010-11, Woodland’s lease expired. LLESD temporarily renewed  
24 it. But in 2011, instead of renewing the same lease, LLESD took a different direction.

25           33.     LLESD revisited the entire Ladera School Site property and decided anew  
26 whether it constituted surplus property pursuant to California Education Code Sections  
27 17485, *et seq.*, aka the Naylor Act.  
28

1           34.     On or around 2011, LLESD revisited the Ladera School Site and decided to  
2 change the terms of the lease.

3 ///

4 ///

5           35.     LLESD convened a 7-11 committee and, following its advice, identified **only**  
6 **a portion** of the Ladera School Site as surplus district property pursuant to California  
7 Education Code §§ 17466, *et seq.*: the buildings and the parking lot (the “Property”).  
8

9           36.     In other words, LLESD divided the Ladera School Site into two parts: a  
10 surplus-property part (including the buildings and parking lot) and an “in-use” or non-surplus  
11 part (the recreation areas). LLESD could then lease the surplus property under the Naylor  
12 Act, but, because it is not surplus property, LLESD could not lease the recreation areas.  
13

14           37.     Because LLESD did not identify the recreation areas (the field, blacktop, and  
15 play structures, the “Play Areas”) of the Ladera School Site as surplus property, LLESD is  
16 not allowed to lease them. *See* Cal. Ed. Code §§ 17466, *et seq.* The Play Areas remain  
17 District property. *See* attached Resolution of Intention to Lease Certain School District  
18 Property and Notice Inviting Bids, a true and correct copy of which is attached hereto as  
19 **Exhibit B** (“Notice Inviting Bids”) (“an Advisory Committee ... recommended to the  
20 Governing Board that the Ladera School site, consisting of classrooms and related  
21 improvements **but not the playing fields** as shown in Exhibit A attached hereto (the  
22 “Property”) be long-term leased as surplus school property;” “the Governing Board desires **to**  
23 **continue to control the use of the playing fields** so that they may be made available to the  
24 District and the community;” “**the Property does not include playgrounds or playing fields**  
25 as contemplated by the “Naylor Act” (Education Code Sections 17485, *et seq.*);” “[t]he  
26  
27  
28

1 Naylor Act does not apply to the Property because it *does not include playgrounds or*  
2 *playing fields*[;]” (emphasis added).

3 38. LLESD retained ownership and control of the Play Areas to avoid application  
4 of the Naylor Act. See Exhibit B (“*the Property does not include playgrounds or playing*  
5 *fields* as contemplated by the “Naylor Act” (Education Code Sections 17485, et seq.)” “[t]he  
6 Naylor Act does not apply to the Property because *it does not include playgrounds or*  
7 *playing fields*[;]” (emphasis added).

8 39. Had LLESD decided to lease the Play Areas, the Naylor Act would have  
9 required LLESD first to offer to sell/lease them to the Ladera Recreation District (a  
10 community services district per Cal. Gov. Code §§ 61000-61250), San Mateo County, and/or  
11 neighboring towns for roughly 25% fair market value. *See* Cal. Ed. Code §§ 17485-500  
12 (containing the Naylor Act); *see also City of Moorpark v. Moorpark Unified School Dist.*  
13 (1991) 54 Cal.3d 921 (construing the Naylor Act and confirming its validity).

14 40. LLESD did not want to sell the Play Areas to a local government entity. *See*  
15 Exhibit B, ¶ 3. LLESD therefore retained the Play Areas as District property. *Id.*

16  
17  
18 **B. After Dividing the Ladera School Site Into Two, LLESD Leased The Buildings**  
19 **And Parking Lot Portion To Woodland (And Retained The Recreation Areas As**  
20 **In-Use District Property).**  
21

22 41. On or around December 2011, LLESD opened the bidding process up to the  
23 public. *See* Exhibit B. LLESD set the starting bid at \$685,000/year. *Id.* LLESD received bids  
24 from two different private schools: Woodland and the German American School. The bids  
25 were equivalent, so LLESD requested the parties submit bids in a different format. Woodland  
26 was the high bid by \$10,000 or less.  
27  
28

1           42.     Woodland’s bid was \$710,000 per year. Because it was the high bid, LLESD  
2 awarded the lease to Woodland for \$710,000 per year.

3           43.     On or around March 12, 2012, LLESD offered Woodland the option to lease  
4 the Property on the Ladera School Site (“Option to Lease”). Attached hereto as **Exhibit C** is a  
5 true and correct copy of LLESD’s Option to Lease Agreement to Woodland. This Option to  
6 Lease incorporates the Notice Inviting Bids (Exhibit B) in its entirety and explains that “the  
7 word ‘Property’ used within this Option to Lease Agreement *does not include the playing*  
8 *fields and blacktop hardscape*. The word ‘Property’ shall mean only that portion of the  
9 Property which is being leased to Optionee as shown within the dotted line on Exhibit ‘A.’”  
10 *See Exhibit C (emphasis added).*

11  
12  
13           44.     Critically here, there is no mention of any rights of access or any ability to use  
14 the Play Areas in any of the public bidding documents or in LLESD’s option to Woodland to  
15 lease the Property. *See Exhibits A, B, and C.* The only time Play Areas is mentioned is to  
16 expressly exclude the Play Areas from the Lease. *Id.*

17  
18           45.     Use of the Play Areas is completely divorced from the lease of the Property.  
19 *Id.*

20           46.     LLESD never publicly offered any entity use of, or a license to use, the Play  
21 Areas. *See Exhibits A, B, and C.* LLESD retains ownership and control of the Play Areas of  
22 the property. *Id.*

23  
24           47.     In other words, Woodland did not publicly bid on any rights to the Play Areas.  
25 Woodland’s lease to the Property does not include the Play Areas. The money Woodland  
26 offered for the Lease does not cover any use of the Play Areas.

27  
28           **C. LLESD Then Gifted Woodland A License To Use The Play Areas For Free.**

1 48. Seemingly magically after winning the bid, Woodland's resulting lease  
2 agreement with LLESD included a 25 year exclusive license to use the District's in-use  
3 public property Monday-Friday until 3:30pm all year long, except public school holidays.

4 49. This license agreement was never referenced publicly in the bidding process.

5 50. After winning the lease for the buildings at \$710,000, Woodland still paid  
6 \$710,000 even after getting this expansive and exclusive free license to use public property.  
7

8 51. In other words, LLESD gifted an extremely valuable license to use District  
9 property to Woodland, for free. This offer was not made to other entities. It was not provided  
10 publicly. It was not disclosed publicly.  
11

12 52. For LLESD's other properties, private groups have to pay rent to use the  
13 District's property. The District requires private groups to complete forms, to follow binding  
14 Board Policy 1330 and Administrative Regulation 1330, and no group has ever had any use  
15 granted for 25 years, or for exclusive use of an entire facility.  
16

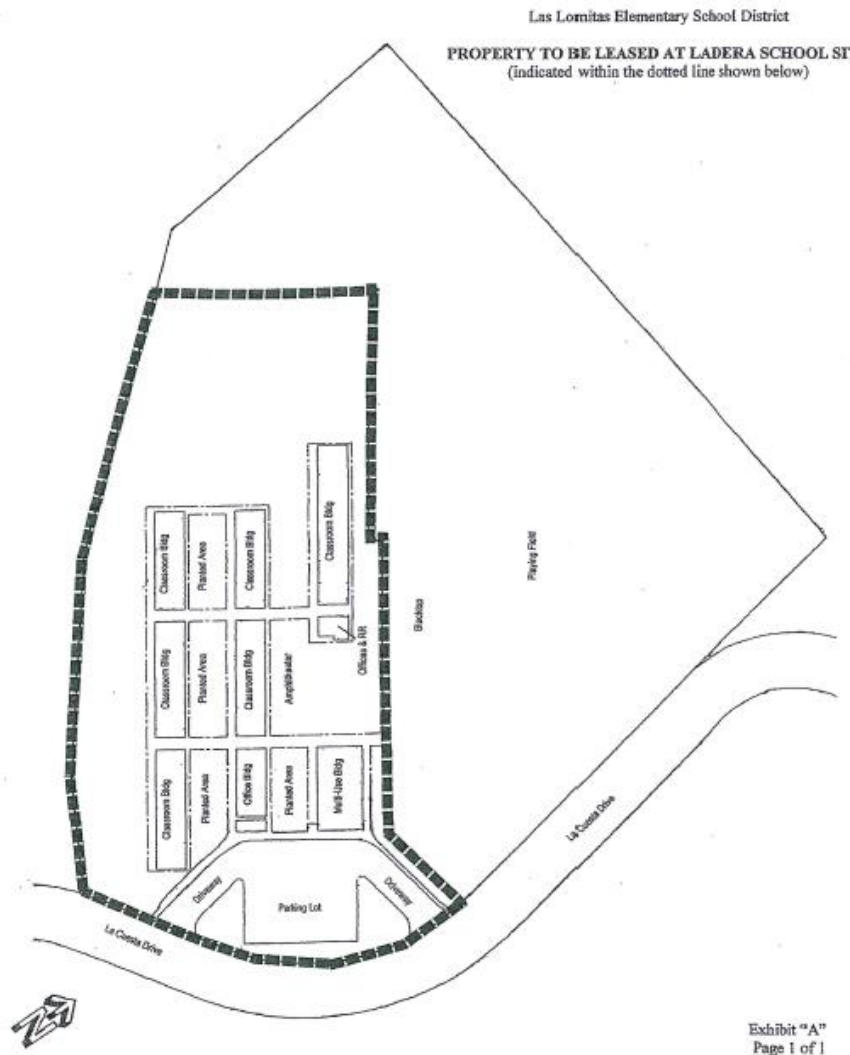
17 53. Moreover, even when private groups use the District's property, the public is  
18 not excluded.

19 54. This gift of a license to public property is violates the law and is an illegal  
20 waste of public property. It is also inconsistent with how LLESD leases its other property.  
21

22 **D. In Addition To The License Gift, the Board Twice Gave Woodland Additional**  
23 **Leased Property in Violation of Board Policy, State Law, and the California**  
24 **Constitution and Without Obtaining Any Additional Payment from Woodland,**  
25 **Thereby Wasting and Illegally Gifting Public Property.**

26 55. When LLESD publicly offered the Property for lease in 2011, the leased area  
27 was smaller than the lease Woodland and LLESD ultimately signed. In 2011 Woodland (and  
28

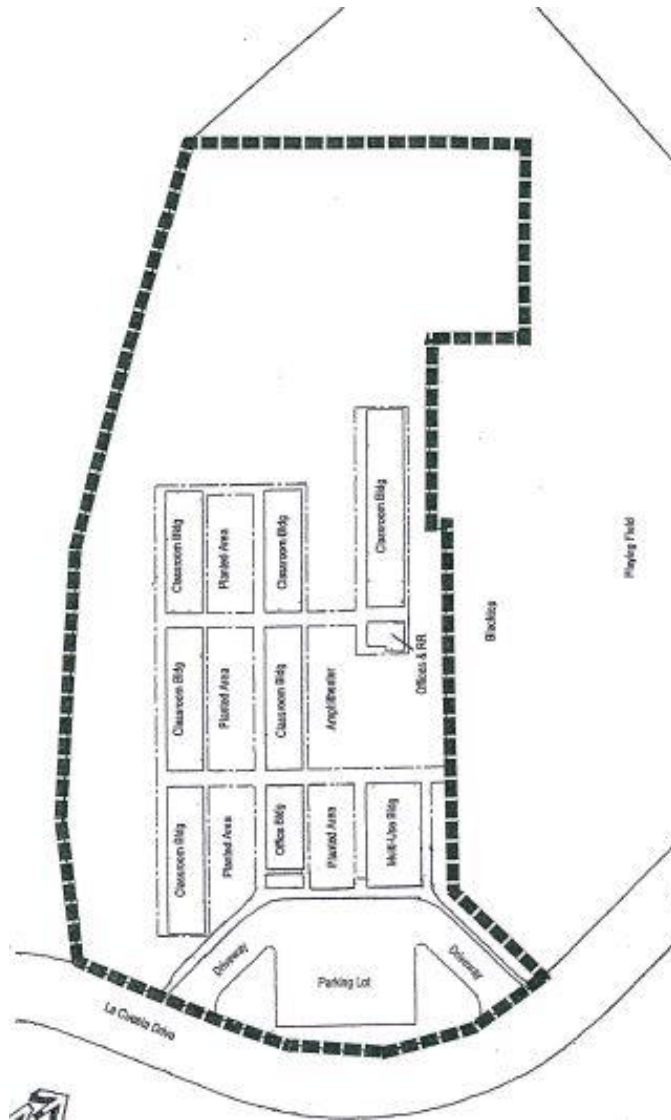
1 another private school) bid to lease the following area and then in 2012 LLESD executed a  
2 formal offer to lease the following area to Woodland for \$710,000:  
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23 See Exhibit C, providing a map of the area LLESD offered Woodland to lease after  
24 Woodland submitted the high bid of \$710,000.

25  
26 56. On or around June 14, 2012, LLESD and Woodland executed a final lease  
27 agreement (“Original Agreement” or “Original Lease”) for the Property for rent of \$710,000  
28 per year. A true and correct copy of the Lease Agreement is attached hereto as **Exhibit D**. In

1 this final Original Agreement, the leased area is enlarged as compared to the Option to Lease  
2 as shown here:



23 See Exhibit D, Original Lease Agreement.

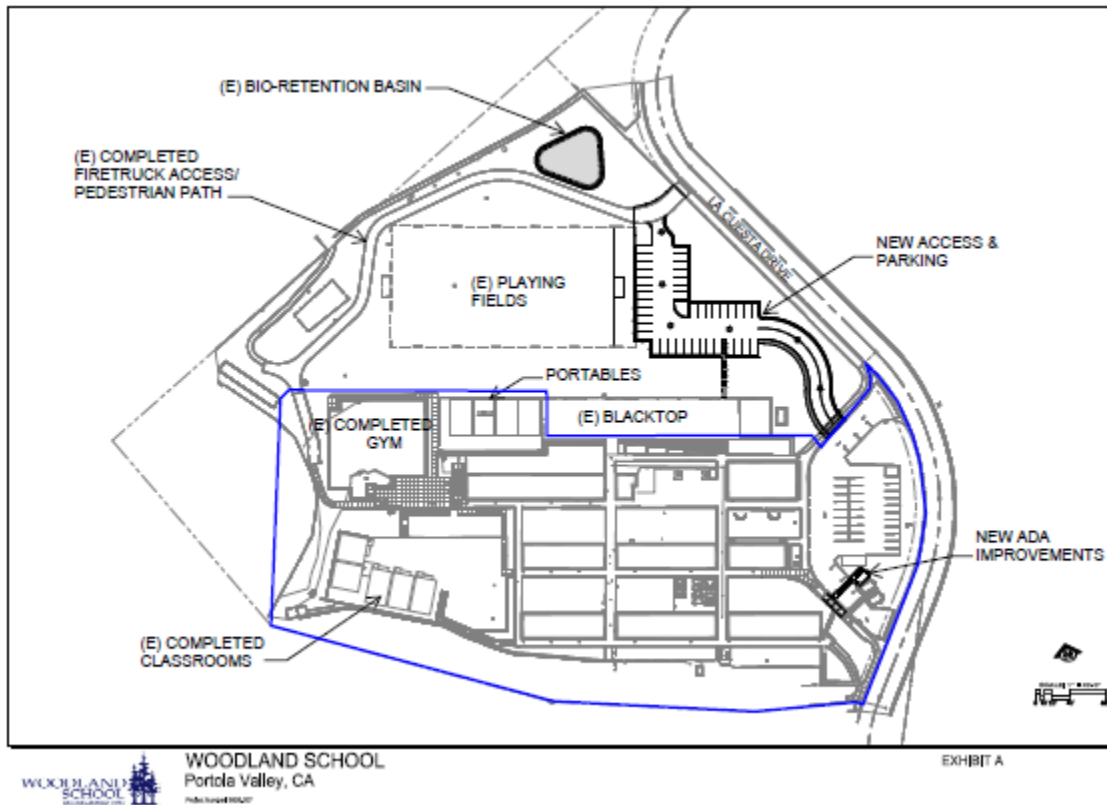
24 57. Woodland made no additional payment for this enlarged area. The lease  
25 amount remained \$710,000.  
26

27 58. On or around 2013, LLESD executed a first amendment to the Original Lease  
28 Agreement. A true and correct copy of the 2013 Amendment is attached hereto as **Exhibit E**.

1 This amendment transferred the maintenance obligations for Woodland’s use of the Play  
2 Areas from LLESD to Woodland. This amendment did not add any additional land to the  
3 Lease. It was done at Woodland’s request because it wanted to erect new playground  
4 equipment and take care of the grass differently (this ultimately resulted in the overwatering  
5 and killing of a protected mature native oak tree on the Play Areas). Accordingly,  
6 Woodland’s agreement to assume the maintenance for the Play Areas for its own use of the  
7 Play Areas was not payment, or a benefit, received in exchange for any additional land. This  
8 agreement happened independently of all land transfers and land-use rights expansions.  
9  
10

11 59. On or around 2017, LLESD and Woodland executed a second amendment to  
12 the Original Lease Agreement. A true and correct copy of the 2017 Amendment is attached  
13 hereto as **Exhibit F**. Collectively, Exhibits D, E, and F constitute the complete lease  
14 agreement between LLESD and Woodland (“Lease Agreement”). This 2017 Amendment  
15 expands Woodland’s leased footprint as follows:  
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See Exhibit F (amending the lease to expand Woodland’s leased property by adding portions of the Play Areas to the Property without any accompanying increase in rent).

60. Critically, despite obtaining additional leased property on two separate occasions, Woodland paid no additional rent to lease this additional property. There also have been no additional rounds of public bidding. Additionally, LLESD never declared this property as “surplus” property.

61. While Woodland’s payments to LLESD increased over the years according to the terms of the Original Lease (providing for yearly increases between 3%-6% per year), Woodland never increased the underlying amount it paid to rent the property (the \$710,000).

62. In other words, LLESD gave Woodland in-use (not surplus) property belonging to the District in exchange for nothing.

1           63.     This free gift of public property constitutes a waste of public resources and  
2 violates the California Constitution, Art. XVI, § 6. The public received no benefit whatsoever  
3 from this gift. The public only experienced detriment by being excluded from previously  
4 accessible recreation spaces.  
5

6           64.     LLESD also received no benefit from this gift. There was no money or other  
7 benefit exchanged.

8           65.     To the extent LLESD claims that any improvements Woodland makes to the  
9 Property or Site constitute a benefit to LLESD in exchange for the gift, such improvements  
10 cannot constitute a benefit because, per the express terms of the Lease, Woodland's  
11 improvements already revert to LLESD's ownership upon termination of the Lease. There is  
12 no benefit to LLESD by obtaining something it already has rights to possess.  
13

14           66.     Indeed, if LLESD were to terminate the Lease early for Woodland's breach  
15 (Woodland is actively breaching the Lease in at least 15 different ways), LLESD gets to  
16 retain any and all improvements with no compensation to Woodland. The improvements  
17 immediately become the property of LLESD.  
18

19           67.     Additionally, any improvements Woodland has made will be as much as 20-45  
20 years old by the time the Lease expires. By then, such improvements will be fully  
21 depreciated.  
22

23           68.     Further, some of Woodland's recent "improvements" constitute temporary  
24 classrooms, which are not designed to last and were built only for Woodland's use and  
25 benefit. In addition to temporary classrooms, Woodland added some additional semi-  
26 permanent classrooms, but Woodland decided not to use permanent brick-and-mortar  
27  
28

1 construction to build these (despite the CUP requiring brick-and-mortar construction) and but  
2 instead used temporary construction.

3 69. Woodland built a large gym, but this gym is also not open to the public.  
4 Woodland supposedly has a way to allow non-Woodland entities to use the gym, but it's  
5 restricted to six men and requires fingerprinting and special training and only allows access  
6 for a few hours a week (some hours on Sundays and Monday nights only).  
7

8 70. All Woodland's other improvements (solar panels, sun covers, new play  
9 structures) were done explicitly for Woodland's benefit, use, and enjoyment. There is no  
10 benefit to LLESB by Woodland's improvements. Woodland undertakes these benefits for its  
11 own sake and for its own use.  
12

13 71. LLESB cannot even lease the property to other entities during the summer or  
14 after Woodland's school is out, thereby benefitting from Woodland's improvements. Instead,  
15 Woodland subleases the space during the summer and reaps the financial benefits.  
16

17 72. The Board also gave away an exclusive license to use the District's Play Areas  
18 for free.

19 **E. In Addition To The Gifted License And Additional Leased Property, LLESB**  
20 **Gave Woodland The Right To Obtain A Permit To Operate Over The Entire**  
21 **Ladera School Site, Not Merely The Leased Portions as Required By The Lease,**  
22 **Again For Free.**  
23

24 73. In addition to the free license and the two separate gifts of additional leased  
25 area, LLESB then made a gift in executing Woodland's Conditional Use Permit application.  
26  
27  
28

1           74. Under the terms of the Lease Agreement, Woodland is required to obtain a  
2 Conditional Use Permit (“CUP”) from the County to allow it to operate a private school on  
3 the Ladera School Site, which is currently zoned for operating a public school.  
4

5           75. The Lease Agreement incorporates the CUP in its entirety; the CUP is part of  
6 the Lease Agreement. Woodland’s current CUP is from 2013. This CUP expired in 2023.

7           76. Woodland is currently in the process of obtaining a new CUP. On information  
8 and belief, Plaintiff does not understand how Woodland has been allowed to operate for the  
9 last several months without a valid CUP; the CUP has supposedly been held up at the County  
10 for Woodland’s various failures to comply with the 2013 CUP.  
11

12           77. Tangentially, Woodland retained counsel and a special public image liaison to  
13 assist with obtaining its new CUP. From public records requests, taxpayers discovered that  
14 Woodland’s public liaison was maligning the Ladera community to the County, accusing the  
15 community of violence, harassment, trespassing, and other unlawful (and grossly untrue)  
16 conduct. At the same time Woodland made these damaging untrue statements to the County,  
17 it was simultaneously encouraging Ladera to trust its good intentions. Woodland even invited  
18 the Ladera community to have hot chocolate and cookies on its leased property in the spirit of  
19 cooperation. For unknown reasons, there was a San Mateo County Sheriff car parked in  
20 Woodland’s parking lot during the event, presumably because at a prior LLESB Board  
21 meeting, Woodland accused the Ladera community of being dangerous and presenting a  
22 threat to its students (as a justification for why public school children should not be permitted  
23 to play on public school property after school; according to Woodland, public school children  
24 present a danger to private school children).  
25  
26  
27  
28

1           78.     In both the 2013 and the current pending CUP application, LLESB made yet  
2 another gift to Woodland.

3           79.     According to the Lease, Woodland may obtain a permit only over the *leased*  
4 portions of the Ladera School Site. Woodland is not authorized to obtain a CUP over the Play  
5 Areas.  
6

7           80.     Regardless, when Woodland completed its CUP application and requested  
8 LLESB's signature, the CUP application covered the *entire Ladera School Site*. LLESB  
9 signed this application in 2013. LLESB signed it again in 2023. Attached hereto as **Exhibit G**  
10 is a true and correct copy of Woodland's CUP application.  
11

12           81.     Allowing Woodland to obtain a CUP over the entire Site (instead of the  
13 portion it pays to lease) matters because the County only looks at the contents of the CUP  
14 application in determining what Woodland can (and cannot) do on the Ladera School Site. By  
15 gifting Woodland the right to operate over the entire Ladera School Site, the County  
16 authorized Woodland to build a parking lot on the field (in the Play Areas on land Woodland  
17 does not pay to use). The County also allowed Woodland to build and to keep four  
18 classrooms on the Play Areas (land Woodland does not pay to use).  
19

20           82.     Despite repeated, continuous pleas from taxpayers to fix this mistake, LLESB  
21 refuses to act. Instead, LLESB Board President asserted (wrongly) that the issue is "purely  
22 administrative" and has no impact on anything. This is false. Allowing Woodland to operate  
23 over in-use District property that Woodland does not pay to use both violates the express  
24 terms of the Lease (the Lease limits Woodland's CUP to the Property and excludes the Play  
25 Areas) and constitutes a gift of public property to Woodland in violation of California  
26  
27  
28

1 Constitution, Article 16, Section 6 (prohibiting, *inter alia*, school districts from giving away  
2 public resources for free).

3 **F. In Addition To Adding Additional Property To The Lease For Free, LLESD**  
4 **Allowed Woodland To Increase Its Exclusive Use License Hours By 60%.**  
5

6 83. In October 2017, Woodland amended its CUP in two ways – by increasing the  
7 size of a parking lot on the field of the Play Areas and by converting the temporary  
8 classrooms on the Play Areas into permanent ones.

9 84. On information and belief, Woodland informed Ladera of one design of the  
10 parking lot, but not the design that Woodland ultimately presented to the County.  
11

12 85. On information and belief, Woodland did not inform Ladera about converting  
13 the temporary classrooms into permanent ones. Indeed, a requirement in Woodland’s 2013  
14 CUP required that Woodland *remove* the temporary classrooms on the Play Areas.  
15

16 86. To avoid the requirement that they be removed, Woodland went directly to the  
17 County and described keeping the portables as a “minor” change to its CUP. Because  
18 Woodland only had to involve Ladera with major, or significant, changes, Woodland avoided  
19 having to tell Ladera.

20 87. Keeping the portables on the Play Areas is not a minor change. Because the  
21 portables are not located on the leased land it constitutes taking public property and  
22 converting it into leased property, which is a major difference to Ladera because the  
23 community is not allowed to access leased property.  
24

25 88. After the County rubber-stamped these changes, Woodland next amended its  
26 Lease with LLESD.  
27  
28

1           89.     In December 2017, Woodland worked with LLESD to amend the Lease to  
2 extend the school hours from 8:30 am-3:00 pm to 7:30 am-5:00pm. This change effectively  
3 meant that public school kids in Ladera had nowhere to play after school was out; the bus  
4 drops them off between 1:45 pm - 4:00 pm every day (three different bus drop-off times), and  
5 then, these kids have no basketball hoops, field, or play structures to use. Instead, the  
6 recreation areas of the District property are all reserved to the use of private school kids only.  
7 The private school refuses even to provide joint use with the public school kids.

9           90.     Again, this change to school hours was done without alerting Ladera and/or  
10 the Ladera Community Association.

12           91.     On or around December 2017, in the meeting minutes from the Board meeting  
13 where the Board approved the change to school hours, the change to school hours is not  
14 mentioned in the agenda or in the resulting minutes.

15           92.     LLESD is supposed to work with the community to form a 7-11 committee  
16 before leasing District property it to identify it first as surplus property. Board Policy 3280  
17 requires this (it is not discretionary; it is ministerial). California Education Code also requires  
18 this. LLESD again failed to follow binding, ministerial Board Policy and state law.

20           **G. Woodland Threatens LLESD Will Be Forced To Pay Millions Of Dollars In**  
21           **Restitution And Damages If LLESD Reclaims The Public Property It Gifted.**

22           93.     Woodland has several rich and powerful families in attendance.

24           94.     On information and belief, Woodland is threatening LLESD with litigation if  
25 LLESD does not let it build a parking lot on public property or if LLESD makes any attempts  
26 to reclaim the gifted public property from Woodland, including revoking the license to the  
27 Play Areas.  
28

1           95.     Woodland, however, cannot be legally entitled to use land that it obtained  
2 unlawfully. Contracts that violate the law are void and unenforceable.

3           96.     None of the gifts of public property, including the license and the lease  
4 additions, constitute valid transfers of public school property because they violate the  
5 California Constitution (Art. 16, Sec. 6), the Naylor Act and Cal. Ed. Code §§ 17466 (both  
6 statutory schemes only authorizing transfers made without following the requirements of the  
7 code sections if those transfers were made *for value*, which these were not), and binding,  
8 ministerial Board Policy No. 3280.  
9

10           97.     Woodland knows (or should know) that it cannot assert detrimental reliance  
11 on, or seek restitution for disgorgement of, an illegal gift. Woodland is a sophisticated party  
12 at all times represented by, and acting on the advice of and/or through, legal counsel.  
13 Woodland cannot claim ignorance of the law in accepting public property for free. Any  
14 attempt to enforce these illegal transfers of property are frivolous. One cannot induce another  
15 party to enter an illegal agreement, without consideration, and then claim detrimental reliance  
16 on or seek restitution for the illegal agreement.  
17

18           98.     Regardless of merit, on information and belief, LLESD believes it will be  
19 forced to pay Woodland millions of dollars if it corrects the CUP application, terminates  
20 Woodland's license to the Play Areas, and/or disgorges Woodland of the gifted public  
21 property. Woodland's threatened legal action, although frivolous, is concerning because, on  
22 information and belief, some of the extremely wealthy (net worth over 100 million) families  
23 at Woodland are footing Woodland's legal bills, meaning it has ample ability to withstand  
24 protracted, baseless, frivolous litigation and afford sanctions. Public school LLESD does not.  
25  
26  
27

28           **H. LLESD Is Subsidizing Woodland's After School Sports Programs By Not**

1                   **Charging Any Rent To Use The Field.**

2                   99.     On information and belief, in conversations between Acting Interim  
3 Superintendent Shannon Potts and Woodland Head of School Jenny Warren, Jenny complained  
4 that members of the community have not been respecting Woodland’s exclusive license to  
5 District property until 6pm and were accessing the public property after public school is out  
6 around 3:00 pm or 4:00 pm.

7  
8                   100.    On information and belief, the public is entitled to access District property  
9 after school is out because it is LLESD policy at all of its other campuses to allow the public  
10 full access to the campuses, including the areas around the buildings, the fields, the blacktops,  
11 the play structures, etc., immediately after school from 2:20-3:00 pm.

12  
13                  101.    On information and belief, by and through its acting interim Superintendent  
14 Shannon Potts, LLESD advised and instructed Woodland that Woodland may use “whatever  
15 means necessary” to prevent the community from accessing the Play Areas after public  
16 school is out (after 3:00 pm).

17  
18                  102.    Woodland repeatedly and continually hosts other private schools for sporting  
19 events on the Play Areas. Woodland does not pay LLESD any fees for Woodland’s use of  
20 District property for hosting sporting events. LLESD Board Policy 1330 and AR 1330 require  
21 the collection of fees for using public school property by private groups. LLESD collects no  
22 fees associated with Woodland’s use. AR 1330 is referenced by the Lease as applying on the  
23 Play Areas. LLESD does not enforce this regulation.

24  
25                  103.    LLESD is thus subsidizing Woodland’s use of the Play Areas, which  
26 constitutes a gift to Woodland and a waste of public resources.  
27  
28

1           **I. The Entire Ladera School Site Is Subject To The Civic Center Act And Because**  
2           **LLESD Does Not Require Woodland To Give The Community Civic Center Act**  
3           **Use Of The Leased Or Licensed Areas, This Constitutes Yet Another Illegal Use**  
4           **And Waste Of Taxpayer Property**  
5

6           104. The Civic Center Act “clearly indicates a legislative intent to provide a state-  
7 wide method whereby school property may be made available to the public for certain  
8 specified purposes, and to leave the details thereof to further legislation by each local school  
9 board.” *Am. Civil Liberties Union v. Bd. of Educ.* (1963) 59 Cal.2d 203, 222; *see also* Cal.  
10 Ed. Code § 38134. While “the Civic Center Act did not preempt the field[,]” school boards  
11 must not enact policies that violate the intent of the act. *See Id.*; *see also Ellis v. Bd. of Educ.*  
12 (1945) 27 Cal.2d 322, 329. The Civic Center Act embodies the “purpose of the Legislature to  
13 make school buildings centers of free public assembly insofar as such assembly does not  
14 encroach upon the educational activities, which constitute the primary purpose of the  
15 schools.” *Ellis v. Bd. of Educ.*, 27 Cal. 2d at 329 (holding that, for petitioners’ request to use  
16 school facilities, “[t]he purpose of the Legislature would be frustrated if petitioners’ right to  
17 the free use of the school auditorium were nullified by the requirement that they furnish  
18 public liability insurance”); *see also Grossman v. Santa Monica-Malibu Unified Sch. Dist.*  
19 (2019) 33 Cal.App.5th 458, 465 (“Under the Civic Center Act, ‘each and every public school  
20 facility and grounds’ is designated ‘a civic center.’ (§ 38131, subd. (a).) Pursuant to section  
21 38134, subdivision (a)(1), a school district must allow nonprofit organizations ‘organized to  
22 promote youth and school activities’ to use school facilities and grounds under its control.”)  
23 *and Howard Jarvis Taxpayers Ass’n v. Whittier Union High Sch. Dist.* (1993) 15 Cal.App.4th  
24 730, 735 (“The legislative purpose of the Civic Center Act (Ed. Code, § 40040, *et seq.*) is ‘to  
25  
26  
27  
28

1 make school buildings centers of free public assembly insofar as such assembly does not  
2 encroach upon the educational activities, which constitute the primary purpose of the  
3 schools.” (quoting *Ellis v. Board of Ed.* (1945) 27 Cal.2d at 329)).

4  
5 105. LLESD’s Lease/License to Woodland violates the Civic Center Act because it  
6 restricts all public and community use of the Play Areas from 7:30 am-5:00 pm, M-F, for 25  
7 years, all year long, which prevents the Play Areas from being a civic center or nurturing  
8 community development. Functionally, for young kids with early bedtimes and for everyone  
9 during winter, this renders the Play Areas inaccessible to the community during the week.

10  
11 106. LLESD’s Lease to Woodland further violates the Civic Center Act by  
12 preventing the public from using any building on the leased portion of the property for Civic  
13 Center purposes per the Act. LLESD cannot escape legal restrictions on use of public  
14 property by renting the property; such legal restrictions run with the land and cannot be  
15 escaped with contract law.

16  
17 107. “A ministerial officer may not, however, under the guise of a rule or regulation  
18 vary or enlarge the terms of a legislative enactment or compel that to be done which lies  
19 without the scope of the statute and which cannot be said to be reasonably necessary or  
20 appropriate to subserving or promoting the interests and purposes of the statute.” *Boone v.*  
21 *Kingsbury* (1928) 206 Cal. 148, 161; *Whitcomb Hotel, Inc. v. California Emp. Com.* (1944)  
22 24 Cal.2d 753, 757; *First Indus. Loan Co. v. Daugherty* (1945) 26 Cal.2d 545, 550.

23  
24 108. Applied here, California Supreme Court precedent dictates that the LLESD  
25 Board may not, by refusing to apply Board Policy or by changing it, contravene the Civic  
26 Center Act.

27  
28

1           109. Failure to provide a carve-out in Woodland’s lease for Civic Center use for the  
2 taxpayers constitutes a gift of public resources. Woodland is no longer required to share.

3           110. As part of the original or prior lease, LLESD and Woodland expressly  
4 preserved the public’s ability to use the recreation areas starting at 4:00 pm Monday through  
5 Friday, on the weekends, and all summer (as well as the public’s right to rent parts of the  
6 buildings per the Civic Center Act):  
7

8                   15. CIVIC CENTER ACT: TENANT agrees to make available for  
9 use the multipurpose room and playing fields in accordance  
10 with the Civic Center Act. Authorization for such use shall be  
11 solely the LANDLORD’s and shall be given only after  
12 conferring with TENANT. Permission to use the facilities  
13 shall not be unreasonably withheld.

14                   16. PUBLIC USE OF GROUNDS: At such times when TENANT  
15 is not occupying the grounds appurtenant to the leased  
16 premises, TENANT agrees that the same shall be kept open  
17 and available for public use as a playground or park. It is  
18 understood that TENANT shall be deemed to be occupying  
19 said grounds from 7:30 AM to 4:00 PM, Mondays through  
20 Fridays. However, the grounds and turf area shall be  
21 accessible to the public for any and all hours Saturdays,  
22 Sundays, and legal holidays, and between June 20 and  
23 beginning of TENANT’s school year in August (no earlier  
24 than August 15).”

25 *See Exhibit A.*

26           111. LLESD removed this legal right, effectively closing a limited public forum.  
27 This is illegal in violation of the public’s free speech and rights to assemble at this limited  
28 public forum. It constitutes unequal treatment of Laderans by LLESD because residents  
living close to LLESD’s other school properties may use those facilities as a Civic Center.

          112. By restricting public access to this limited public forum (in violation of the  
Civic Center Act, Board Policy 1330, the California Constitution, and the US Constitution),  
LLESD provides a free gift to Woodland and wastes public resources because Woodland

1 receives a public asset with a (n unlawful) carve-out of public's rights. In other words, by  
2 restricting the public's access, Woodland is receiving additional benefits from LLESD, for  
3 free.

4  
5 **J. LLESD's Gifts Violate The US Constitution, The California Constitution, The**  
6 **Education Code, The Naylor Act, The Civic Center Act, And Binding,**  
7 **Ministerial Board Policies.**

8 113. LLESD's gifts violate the US Constitution because they restrict access to a  
9 limited public forum while keeping the forum open to one private group for its speech and  
10 assembly, which violates the First Amendment.

11  
12 114. By letting only one private entity use its District property, LLESD allows only  
13 one viewpoint to be expressed on its limited public forum. On information and belief, the  
14 public and various user groups have repeatedly attempted to use the Ladera School Site to  
15 gather, to hold meetings, and to express viewpoints, but LLESD has not authorized such use.  
16 LLESD only authorizes Woodland's use of such public forums.

17  
18 115. On information and belief, when the public and user groups request to use  
19 LLESD's Ladera School Site to hold gatherings, conduct activities, or have meetings, LLESD  
20 directs such groups to seek approval from Woodland. On information and belief, Woodland  
21 receives numerous requests to use the Ladera School Site by user groups and individuals.

22  
23 116. On information and belief, Woodland has rejected all requests for all user  
24 groups and individuals to use any and all portions of the Ladera School Site.

25  
26 117. Such selective restriction on who may use public property and a limited public  
27 forum to conduct meetings and activities impose limitations on gatherings and speech and  
28

1 therefore constitutes an impermissible restraint on association, free association, and free  
2 speech in violation of the First Amendment of the US Constitution.

3 118. LLESD also violates the Fourteenth Amendment’s equal protection clause of  
4 the US Constitution by arbitrarily closing the Play Areas of the Ladera School Site and  
5 exempting them from LLESD’s Board Policies governing use of District Property, thereby  
6 treating the properties – and the constituents who live in proximity to those properties –  
7 unequally.  
8

9 119. All of LLESD’s other in-use (not surplus) properties in the District with large  
10 recreation spaces are open for public use as soon as school is out (between 2:20pm and  
11 3:30pm) every school day. The only in-use District property LLESD closes until 5pm is the  
12 Play Areas of the Ladera School Site. LLESD’s decision to keep this property closed more  
13 than its other properties is arbitrary and for the express benefit of a private entity against the  
14 wishes of the public.  
15

16 120. As a result of LLESD’s arbitrary treatment of the in-use Play Areas, the  
17 Ladera Taxpayers and other District constituents living in Ladera do not have access to local  
18 public school recreation facilities in the same manner as other persons in the District. Ladera  
19 is comparatively isolated from LLESD’s other properties (it can take as much as 25+ minutes  
20 to drive to Las Lomitas from Ladera in the morning, and roughly 5-10 minutes from other  
21 places in the District). LLESD closed Ladera’s local school. Now, LLESD allows Menlo Park  
22 residents free access to their local public school property after school is out, but restricts  
23 Laderans from accessing its local public school property until 5pm, when it is already dark in  
24 the winter.  
25  
26  
27  
28

1           121. LLESD is arbitrarily treating its properties differently. LLESD is also  
2 arbitrarily treating its constituents differently. Those who live near to an un-closed school get  
3 to use that school’s recreation facilities as soon as school is out. Those living in Ladera  
4 cannot use their local public school’s recreation facilities until a private school is done using  
5 them. This arbitrary unequal treatment violates the equal protection clause of the Fourteenth  
6 Amendment of the US Constitution.  
7

8           122. LLESD’s gifts violate the California Constitution’s prohibition against gifting  
9 public property. *See* Cal. Const., Art. XVI, § 6.  
10

11           123. LLESD’s additions to Woodland’s leased property were not in exchange for  
12 any value, monetary or otherwise and thus do not fall under exemptions under the Naylor Act  
13 for violations of the Naylor Act (*see* Cal. Ed. Code §§ 17485, *et seq.*) nor do they fall under  
14 the exemptions to the requirements for identifying surplus property and inviting notices to bid  
15 (*see* Cal. Ed. Code §§ 17466, *et seq.*).  
16

17           124. The California Education Code states that “[f]ailure by the school district to  
18 comply with the provisions of this article shall not invalidate the transfer or conveyance of real  
19 property to a purchaser or encumbrancer *for value*.” §§ 17483 and 17496 (emphasis added).  
20 Here, Woodland is not a “purchaser or encumbrancer *for value*” as contemplated by the  
21 Education Code so LLESD’s failure to obtain any value for its property means that LLESD’s  
22 transfer is in violation of the Naylor Act and Sections 17466, *et seq.* of the California Education  
23 Code. *See* Naylor Act and Cal. Ed. Code §§ 17466, *et seq.* (requiring a 7-11 committee and  
24 community involvement before identifying and noticing surplus property for lease).  
25  
26  
27  
28



1           131. An actual controversy has arisen and now exists between the Ladera  
2 Taxpayers and LLES D relating to their respective rights and duties.

3           132. Providing Woodland with exclusive use of District property from 7:30 am-  
4 5/6:00 pm, Monday through Friday, for 25 years, with no opportunity for the community or  
5 user groups to access the District property, constitutes an impermissible restriction on speech  
6 and rights to assembly in violation of the US and California Constitutions protections for  
7 freedom of speech and rights of assembly.  
8

9           133. Providing Woodland with a Lease to District surplus property that does not  
10 contain a carve-out for Civic Center Act use and does not allow the community or user  
11 groups to access the District property constitutes an impermissible restriction on speech and  
12 rights to assembly in violation of the US Constitution's protections for freedom of speech and  
13 rights of assembly.  
14

15           134. Defendants contend that they may exclude the public from in-use District  
16 property selectively and in favor of private use. Defendants further contend that the public  
17 has no rights to access or to use public school property. Defendants additionally contend that  
18 federal, state, and Board policies do not apply on public school property.  
19

20           135. Plaintiff's respectfully request a declaratory judgment that LLES D's failure to  
21 provide public access to the Play Areas and the entire Ladera School Site violates the  
22 constitutional rights of free speech and right of assembly of user groups and the public to  
23 access public school property as a limited public forum, as described above.  
24

25           136. A judicial determination is necessary and appropriate at this time so that  
26 Plaintiff and Defendants may ascertain their respective rights and duties and to avoid a  
27 lawsuit from Woodland.  
28

**SECOND CLAIM**

**Violation of the Fourteenth Amendment’s Equal Protection Clause per 42 U.S.C. § 1983**

**(Against All Defendants)**

137. Plaintiff refers to and incorporates the allegations in all the above paragraphs as though set forth in full herein.

138. LLESB owns two other in-use District properties with large recreation areas. Both of these recreation areas are freely open to the public as soon as school is out. Nearby residents can use these facilities, which are at their originally-designated school that has not been closed, freely. They can also freely be on the grounds.

139. LLESB does not afford the same access rights to its in-use District property of the Play Areas. Instead LLESB closes the Play Areas and the whole Ladera School Site to the public and prevents the public from accessing it until 5pm (or not at all). This unequal treatment of the residents of Ladera v. the residents of West Menlo Park results in the residents of West Menlo Park being free to use public school property and recreation areas preferentially.

140. An actual controversy has arisen and now exists between the Ladera Taxpayers and LLESB relating to their respective rights and duties.

141. Closing the Play Areas of the Ladera School Site but providing the public with free access to its other properties means that similarly situated District residents receive unequal treatment by LLESB and receive unequal access to District property. LLESB cannot justify this differential, unequal treatment of its similarly situated residents and in-use eproperties.



1 Woodland's currently pending CUP application, which LLESD just signed-off on a few  
2 months ago.

3 148. LLESD is aware of this error and has refused to fix it. LLESD contends that  
4 such gifts are acceptable.  
5

6 149. By failing to limit Woodland's CUP to the land it pays to lease, LLESD gives  
7 Woodland public property for free, which the County then treats as Woodland's property.

8 150. LLESD previously gifted public property to Woodland for free by adding  
9 additional property to Woodland's Lease beyond the portions put out for bid without  
10 following any of the provisions in the Education Code, without following binding, ministerial  
11 Board Policy No. 3280, and without receiving any payment or benefit in exchange.  
12

13 151. As a result, Woodland obtained additional property as part of its lease for free.

14 152. Plaintiff seeks a judgment declaring that LLESD's additions to Woodland's  
15 leased area constitute gifts of public property in violation of the California Constitution.  
16

17 153. A judicial determination is necessary and appropriate at this time so that  
18 Plaintiff and Defendants may ascertain their respective rights and duties and for LLESD to  
19 avoid a lawsuit from Woodland.  
20

21 **FOURTH CLAIM**

22 **Violation of Education Code §§ 17466 et seq., the Naylor Act, and Board Policy 3280**

23 **(Against All Defendants)**

24 154. Plaintiff refers to and incorporates the allegations of all of the above  
25 paragraphs as though set forth in full herein.

26 155. Plaintiff seeks a declaratory judgment that LLESD's additions of in-use  
27 District property to Woodland's lease, without consideration, without public bidding, and in  
28

1 exchange for no value, do not fall under the Education Code §§ 17466 et eq. or the Naylor  
2 Act's exceptions for failure to follow the provisions within such acts.

3 156. Defendants contend that the additions to the lease do not violate any state laws  
4 or Board Policies.

5  
6 157. An actual controversy has arisen and now exists between the Ladera  
7 Taxpayers and LLES D relating to their respective rights and duties.

8 158. Plaintiff seeks a declaratory judgment invalidating LLES D's transfer of non-  
9 surplus District property to Woodland for free violates Education Code §§ 17466 et eq. and  
10 the Naylor Act, as well as Board Policy 3280.

11  
12 159. A judicial determination is necessary and appropriate at this time so that  
13 Plaintiff and Defendants may ascertain their respective rights and duties and for LLES D to  
14 avoid a lawsuit by Woodland.

15  
16 **FIFTH CLAIM**

17 **Violation of the Civic Center Act and Board Policy 1330**

18 **(Against All Defendants)**

19 160. Plaintiff refers to and incorporates the allegations of all of the above  
20 paragraphs as though set forth in full herein.

21  
22 161. Plaintiff seeks a declaratory judgment that LLES D's lease/license arrangement  
23 with Woodland School violates the Civic Center Act, which provides that public schools are  
24 the civic centers of communities and that members of the public may preferentially use them  
25 as such.

26  
27  
28





1           173. Plaintiff seeks preliminary and permanent injunctive relief in the form of an  
2 order enjoining LLESD from allowing Woodland to obtain a CUP over the entire Ladera  
3 School Site (instead of merely the portion Woodland pays to lease, as provided in the Lease).

4           174. Plaintiff seeks preliminary and permanent injunctive relief in the form of an  
5 order enjoining LLESD from giving Woodland a free, exclusive license to a private entity to  
6 use the Play Areas.

7           175. Plaintiff seeks preliminary and permanent injunctive relief in the form of an  
8 order enjoining LLESD from adding portions of the Play Areas to Woodland's lease for free.

9           176. Plaintiff requests an order enjoining Defendants from restricting the public's  
10 use of the Play Areas.

11           177. Plaintiff requests an injunction against all the activities that violate the  
12 declaratory judgments.

13                           **DISGORGEMENT OF ILLEGALLY GIFTED PUBLIC PROPERTY**

14           178. Plaintiff refers to and incorporates the allegations of all of the above  
15 paragraphs as though set forth in full herein.

16           179. Per California Code of Civil Procedure Section 526a, Plaintiff respectfully  
17 requests that this Court disgorge the gifted public property and return it to being publicly  
18 accessible in-use District property. This Court should revert the property to being publicly  
19 available public property per the terms of the property originally offered for public bid in  
20 2011.

21           180. Because LLESD's gifts to Woodland of public property violate the US and  
22 California Constitutions, state law, and Board Policies, such gifts are illegal and a waste of  
23



1           2.       Issue preliminary and permanent injunctive relief forcing Defendants to  
2 provide public access to public school property as dictated by Board Policy, state law, and  
3 federal law;

4  
5           3.       Disgorge illegally gifted public property from the Lease/License Agreement  
6 and return public access to the public school property as dictated by Board Policy, state law,  
7 and federal law;

8           4.       Award any and all injunctive and declaratory relief as set forth above;

9           5.       For costs of suit herein;

10          6.       For general, compensatory, special and incidental damages;

11          7.       For reasonable attorney's fees per 42 U.S.C. § 1988;

12          8.       For reasonable attorney's fees per CCP § 1021.5;

13          9.       For interest at the legal rate on all sums awarded; and

14          10.      For such other and further relief as the Court deems just and proper.  
15  
16  
17

18 Dated: April 23, 2024

By: /s/Susanna Chenette

19                   Susanna Chenette  
20                   Attorney for Plaintiff  
21                   LADERA TAXPAYERS FOR INTEGRITY  
22                   IN GOVERNANCE  
23  
24  
25  
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