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Electronically FILED by
Superior Court of California,
County of Los Angeles
5/28/2024 11:49 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Tarasyuk, Deputy Clerk

Attorneys for Plaintiff NEW EARTH, a non
profit

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT

NEW EARTH, a non-profit,

Plaintiff,

v.

CULVER CITY UNIFIED SCHOOL
DISTRICT and DOES 1-20,

Defendants.

Case No. **24STCV13243**

COMPLAINT:

- 1. Breach of Contract**
- 2. Breach of the Implied Covenant of Good Faith and Fair Dealing**

DEMAND FOR JURY TRIAL

Plaintiff New Earth hereby allege as follows:

THE PARTIES

1. Plaintiff New Earth is a California non-profit organization with its principal place of business in the County of Los Angeles in California.

2. Defendant Culver City Unified School District is a public school district located in Culver City, California.

3. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants DOES 1 through 20, inclusive, are unknown to the Plaintiff, who therefore sues said Defendants by such fictitious names.

4. At all times relevant to this action, each Defendant, including those fictitiously named, was the agent, servant, employee, partner, joint venturer, or surety of the other Defendants and was acting within the scope of said agency, employment, partnership, venturer, or suretyship,

1 with the knowledge and consent or ratification of each of the other Defendants in doing the things
2 alleged herein.

3 **GENERAL ALLEGATIONS**

4 5. In June of 2022, New Earth entered into a contract (the “Contract”) with the Culver
5 City Unified School District (“District”) pursuant to which New Earth was to provide services for
6 students in the District. A true and correct copy of that contract is attached hereto as Exhibit 1.
7 The contract was to run up to three twelve month periods with a contract price of \$1,500,000 for
8 the second twelve month period.

9 6. New Earth performed all of the conditions and obligations imposed by the contract,
10 and expended significant resources doing so. New Earth was paid the full contract sum for the
11 first twelve month period (\$600,000). However, the District has, without any legal basis,
12 indicated it will not pay the full contract sum for the second twelve month period (\$1,500,000).
13 Rather, it has taken the position that it will only pay \$600,000 for that period, leaving a deficit of
14 \$900,000. New Earth has been damaged by the District’s breach of the contract.

15 7. On or about March 29, 2024, Plaintiff filed a claim with the County that complied
16 with the requirements of Government Code Section 910 et seq. On April 24, 2024, the District
17 provided Plaintiff with written notice that is was denying the claim.

18 **FIRST CAUSE OF ACTION**

19 **(Breach of Written Contract Against All Defendants)**

20 8. Plaintiffs hereby incorporate paragraphs 1 through 7 as though set forth fully
21 herein.

22 9. The Contract is a valid and binding written contract between New Earth and the
23 District.

24 10. New Earth performed all of the obligations required of it under the Contract.

25 11. The District materially breached the Contract by refusing to pay the Contract price
26 for the second year of the Contract without any legal basis.

27 12. As a result of the District’s breach, New Earth has been damaged in an amount to
28 be proven at trial but in excess of this court’s jurisdictional amount.

1 **SECOND CAUSE OF ACTION**

2 **(Breach of The Implied Covenant of Good Faith and Fair Dealing Against All**
3 **Defendants)**

4 13. Plaintiffs hereby incorporate paragraphs 1 through 12 as though set forth fully
5 herein.

6 14. The District's unjustified refusal to pay the full second year Contract price
7 precluded New Earth from receiving the full benefits to which it is entitled under the Contract.

8 15. The District did not act fairly and in good faith in refusing without justification to
9 pay the full second year Contract price.

10 16. As a result of the District's breach of the implied covenant of good faith and fair
11 dealing, New Earth has been damaged in an amount to be proven at trial but in excess of this
12 court's jurisdictional amount.

13 **PRAYER FOR RELIEF**

14 WHEREFORE Plaintiff New Earth prays for judgment against Defendants as follows:

- 15 A. For compensatory damages according to proof;
16 B. For costs of suit incurred herein; and
17 C. For such other and further relief as the Court deems just and proper.
18

19
20 DATED: May 27, 2024

HILL, FARRER & BURRILL LLP

21
22 By: /s/ Stephen Tomasulo
23 Stephen J. Tomasulo
24 Attorneys for Plaintiff NEW EARTH, a non profit
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DEMAND FOR JURY TRIAL

Plaintiff New Earth hereby demands a jury trial in this matter.

DATED: May 28, 2024

HILL, FARRER & BURRILL LLP

By: /s/ *Stephen J. Tomasulo*
Stephen J. Tomasulo
Attorneys for Plaintiff NEW EARTH, a non profit

HILL, FARRER & BURRILL LLP
A LIMITED LIABILITY PARTNERSHIP
ATTORNEYS AT LAW
ONE CALIFORNIA PLAZA
300 S. GRAND AVENUE, 37TH FLOOR
LOS ANGELES, CALIFORNIA 90071-3147

EXHIBIT 1



PP-440

Newearthlife.org
6001 Bristol Parkway
Culver City, CA 90230
(310) 455-2847

June 2, 2022

Quoc Tran
Superintendent
Culver City Unified School District
Administrative Office
4034 Irving Place
Culver City, CA 90232

Dear Mr. Tran,

New Earth is pleased to offer our comprehensive social-emotional supportive curriculum and services to the Culver City School District. Since 2004, New Earth has been providing our trauma-informed supportive services to the Los Angeles County Office of Education students detained at the various probation camps and juvenile halls throughout Los Angeles County. Since 2015, New Earth has also provided its programs and services in partnership with co-located partner charter schools at our Arts & Leadership Center in Culver City; as well as programs at LAUSD schools throughout the county. Our arts programs are based on the California Standards of Education and are embedded in English and Science classes so students can earn school credits. Our trauma-informed case management, social emotional support, leadership programs, and training programs allow us to maintain a less than 7% recidivism rate among previously incarcerated youth who participated in our programs. Ninety-eight percent of our enrolled young people have no further contact with law enforcement. Since we began our work almost 20 years ago we have served over 30,000 young people between the ages of 12-25.

As part of this engagement we will provide the following programs and services in partnership with the Culver City School District. Serving up to 400 Culver City High



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School and Middle School Students in year one and two and 800 students in year three and beyond. This proposal includes a general scope of work. Additional programs and services may be added as requested without a requirement to modify the proposal.

Prevention and Early Intervention Support Services

New Earth will provide Prevention and Early Intervention Support Services to Culver City High School and Middle school students who fall within the identified priority populations that includes underserved stressed populations; youth in stressed families; trauma exposed; youth at risk for school failure; and youth at risk of/or experiencing juvenile justice involvement. Services include, but are not limited to the following:

Trauma Informed Care and Case Management

New Earth will provide participants with weekly Trauma Informed Care and Case Management Services. These services will include, but are not limited to: motivational interviewing, psycho-education, resource referrals, life skills building, problem solving and solution focused techniques, and transition planning.

Therapy Services

New Earth will provide individual and group therapy. We will use evidence-based practices and treatments to address trauma, as well as any other current mental health symptoms that the participant agree to address or that may impose a barrier to participant's achieving their goals. We will include families in the services we provide.



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Trauma Exposed Services

New Earth will conduct a non-invasive trauma assessment for each Participant to identify type of traumas they have been exposed to. Programming services and structures will be created and conducted through this trauma informed service.

Intervention Services

We will provide crisis intervention to Participants as needed. The interventions shall include but not be limited to crisis, drug and alcohol treatment, and gang intervention services.

Mental Health Services

New Earth will develop a mental health action plan for Participants (if applicable). The mental health plan shall be developed and worked on throughout the program. Motivational interviewing, goal setting, and problem solving shall be utilized while developing the mental health plan. The mental health plan shall include referrals (if needed) and continuum of care for mental health services, plus any other interventions clients received while in the program.

New Earth will:

- Provide mental health pre-and post-assessments.
- Track all prevention and intervention support services provided to clients.
- Increase protective factors, increase adaptive functioning and reduce the risk of developing potentially serious mental illness.



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- Reduce negative outcomes such as suicidal ideation, incarceration, school failure or dropout, unemployment, prolonged suffering and homelessness through enriched service.
- Share pertinent information around specific high risk students, their risk factors and other qualitative and quantitative data with the school district.
- Participate with community based partners including, Didi Hirsch, Open Paths, Department of Mental Health (DMH) and others to host specialty trainings to raise awareness of mental health, mental health needs, the impacts of trauma, and how to access mental health services.

New Earth Enrichment Programming

FLOW (Fluent Love of Words) Hip Hop Poetry and Music classes enhance social-emotional development by encouraging self-expression via creative writing and student presentations in a peer group setting. Using a project based learning curriculum, FLOW encourages students to interact with instructors and each other in a positive way that promotes social emotional benefits in addition to educational advancement. Students are empowered to share their artistic talents – their poems, writings and music without fear of failure or judgment. Students often lead classroom conversations. This increases self-confidence and enables students to know themselves as thinkers, communicators, creators and instruments of positive change both in their own lives and the lives of their peers.

FLOW (Fluent Love of Words)

FLOW uses poetic expression to instill in youth a sense of self-confidence and empowerment by teaching them to think outside of their comfort space and current



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predicament and inspiring them to make positive choices in their everyday lives. In this class, students study the structure of poetry and begin to open up and tell their own stories through their poetry pieces. Each module is concluded with a project culmination a showcase where students share their work in a public group of peers and facility staff.

The class is designed to achieve the following objectives:

- Enhance social consciousness and critical thinking skills
- Expose students to social emotional skills that will increase their success in group settings and among peers
- Encourage students to take ownership of their environment and learning experiences
- Create a sense of comfort speaking and performing in groups
- Expand students' ability to write and read in English
- Promote literacy
- Promoting a deeper sense of self awareness and respect for self and community
- Mastery in music production, recording, engineering and utilizing Prezi and PowerPoint
- Preparing students to transition back into the community being more responsible, better decision makers, more productive and skilled

FLOW seamlessly integrates with the teacher's core lesson plan. FLOW is based on the California Common Core Standards for grades 6-12 which include: reading, literature, reading for informational text, writing, speaking and listening; and language. Our teachers facilitate a **PBL (project based learning)** environment to ensure that all instruction is aligned. All lesson plans are aligned with the themes of that are presented within the classroom setting.



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We integrate STEM and Technology by teaching students how to use intricate music production software i.e.: Final Cut Pro and Garage Band and then students learn how to mix and make original Hip Hop musical beats. Once they have their beat identified our instructors record their writings to the beats in their mobile recording studio. The songs are then mastered and a final, produced song. F.L.O.W students learn how to record, produce and mix/master their own music. Once they have completed twelve recording sessions, they receive a F.L.O.W. Studio Master Certificate.

Down to Earth Gardening

New Earth's Down to Earth Community Garden program makes it possible for youth to experience a new type of connection to the earth through gardening. We offer the opportunity for the youth to learn about organic growing, ecological sustainability and partnership while tending to the environment. The outcomes have been: crime prevention, creating a sense of community among peers, vocational training and an "inner peace" students report experiencing as a result of this program. New Earth's Down to Earth Community Garden Program is based on Common Core for Biology, which includes the following:

- Cell Biology
- Genetics
- Ecology
- Evolution
- Physiology

Down to Earth Outcomes:

- Improve the behavior, attitude and relationships of the youth



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- Expose students to social skills increase their comfort and success in group settings and among peers
- Provide job training skills in horticulture and landscaping by teaching about tools equipment and techniques
- Students learn about biology through direct experience working with the earth

Knowledge of Self

Students will learn how to increase positive emotions through mindfulness practices and body-based practices that promote healing and resilience. This course is designed to allow youth to explore the inner workings of their psyche to find greater self awareness and connect their choices and actions with outcomes in their life. The goal of this class is to gain knowledge about their own capabilities, motivations and inner workings.

Culver City School District Staff Professional Development

Trauma Informed Resilience Oriented (TIRO) Training

Facilitate implementation of the first phase of a trauma-informed resilience-oriented (TIRO) change strategic plan with a focus on stabilization and capacity building through training, structured practice opportunities, and reflective evaluation.

1. Develop a personal and professional abiding *why?*, which is the firm knowledge that becoming TIRO is essential to achieving the outcomes for which teams and individuals are responsible, thereby increases motivation for mobilizing the internal and external resources necessary for the TIRO change process.
2. Decrease burnout and increase the capacity component of change-readiness through a combination of decreasing energy drains and improving efficiency and skills.



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3. Come out of chaos and crisis mode by moving to a state of relative calm and a preventative and proactive stance to the work that will open capacity for durable change.

4. Interpersonal conflict resolution to improve team dynamics that will be stretched by the change process.

Community Trauma and Trauma Informed Engagement Staff Training

When addressing problematic behavior, a trauma informed approach asks the question "*What happened to you?*" instead of asking "*What's wrong with you?*" School district professionals thoroughly explore *what has happened* to individuals and communities who have experience community trauma. This is a collaborative professional development amongst both administration and direct service staff. We offer training that helps service providers and administrators working with gang and drug impacted communities create a trauma informed culture that nurtures excellence, achievement and social development. The success of our social emotional programs will continually be enhanced as program leadership continue to become more trauma informed and supportive of the social-emotional needs of both the students and educators.

Restorative Justice Training to Foster Positive Classroom and School Culture

During this ongoing staff development training, we will teach fundamental theory and practices for engaging with students, staff and parents in your school setting. Topics include how to set high expectations while being supportive, how to provide direct feedback and ask questions that foster accountability, and the most effective methods to resolve common conflicts.



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We will also teach school-based staff and administrators how to facilitate circles, an essential process for creating a positive learning environment and school culture. Circles may be used to build social capital, resolve social problems and respond when harm occurs.

Additionally, our instructors address many issues related to building relationships and community. Concepts include how and when to have one-on-one conversations; the effective use of informal time as students gather; and setting norms for running both in-person and virtual circles. Plus, participants will learn creative uses of tools, including breakout rooms, whiteboard, chatroom, and how to work with small groups while other students do individual work.

Data Sharing

New Earth utilizes a HIPPA-compliant data tracking system that stores and reports on student data, evaluations and outcomes. New Earth will share data as required and available per HIPPA policy compliance with teachers, parents and administrators to better serve the youth and the general school culture.

Funding and related costs

The Social Emotional programming rate is broken down per hour @ \$225/ hour. This is a fully inclusive cost which includes material, supplies, equipment, staff time, administrative and travel costs.

The contract will commence 7/1/2022 and will run on an ongoing basis with Year 1 being the ramp up year.

Total Contract Costs



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Year 1 – July 1, 2022- June 30, 2023 = 2,666 hours = Estimated 60 hours of services per week. **Total Year 1 Cost = \$600,000 -**

Year 2 – July 1, 2023 – June 30, 2024 = 6,666 hours = Estimated 128 hours of services per week. **Total Year 2 Cost = \$1,500,000**

Year 3- July 1, 2024 – June 30, 2025 Cost and hours determined by number of students and hours of work necessary to execute contract.

This proposal covers all service-related costs. Does not include facilities expenses. We will have facilities available to administer services which will incur an additional cost. Thank you for this opportunity to serve Culver City School District students and staff. If the terms of this proposal are acceptable, please sign and date below.

Best Regards,

Dr. Harry Grammer
Founder and President
New Earth

I accept the terms and conditions set forth in this proposal.

Quoc Tran
Superintendent, Culver City Unified School District

Oct 27 2022
Date