

# Trygstad, Schwab & Trygstad

a law corporation

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File No. A3492.001

July 17, 2019

CLAIM # 2019-20-101

VIA CERTIFIED MAIL

Richard Phillips, Clerk of the Palos Verdes  
Peninsula Unified School District Board of  
Education  
Palos Verdes Peninsula Unified School District  
375 Via Almar  
Palos Verdes Estates, CA 90274

Re: Tort Claim for Damages

Dear Mr. Phillips:

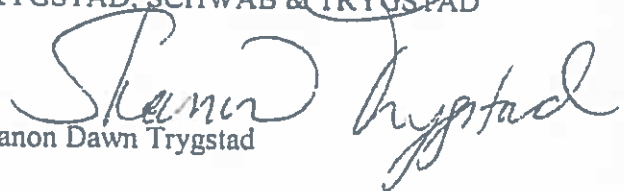
Please find enclosed a Claim for Damages.

In that regard, we contacted the District and we were informed that the District does not have a specific claim form it requires to submit a claim for damages. We also reviewed the District's website and did not discover a specific claim form the District requires to submit a claim for damages. However, if the District has a special claim form, please let us know and we will submit a supplemental claim for damages. If we not receive notice from you within ten days of the date of this letter, we will assume that a specific claim form is not required by the District.

Very truly yours,

TRYGSTAD, SCHWAB & TRYGSTAD

Shanon Dawn Trygstad



SDT:st

cc. Alex Cherniss, Ed. D., Superintendent  
Keith Butler, Ph. D., Associate Superintendent, Business Services  
Linda Reid, President of the Palos Verdes Peninsula Unified School District Board of  
Education  
Joshua Morrison, Esq.

Shanon Dawn Trygstad, Esq. (Bar No. 173834)  
Trygstad, Schwab & Trygstad  
1880 Century Park East, Suite 1104  
Los Angeles, California 90067-1600  
Telephone: (310) 552-0500  
Facsimile: (310) 552-1306

Attorneys for Claimants

BOARD OF TRUSTEES OF THE  
PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT

TERESA APPY, CATHRYN BOYD,  
MICHAEL BOYD, BARBARA CLEVINGER,  
LEAH CRYAN, DONNA DUNLAP, THOMAS  
FITCH, RONI GOODMAN, GEOFFREY  
GUERRERO, CHERYL HANLON, HENRY  
HELIN, ROBERT HORN, JUDITH LEMONS,  
MICHAEL LIEBIG, PATRICIA O'BRIEN,  
ROSALIA ORLANDO, JILL RICCI, MARCIA  
RISDON, GRAHAM ROBERTSON,  
THERESA ROBERTSON, JAMES RYONO,  
JAMES SMALL, JOHN STACK, PETER  
STARODUB, MARJORIE THOMPSON,  
JEWELL TOOMBS, CYNTHIA URUBURU,  
SARA WOOD

Claimants.

CLAIM FOR DAMAGES  
(Government Code §900 et seq.)

TO THE RESPONDENTS, PALOS VERDES PENINSULA UNIFIED SCHOOL  
DISTRICT AND THE BOARD OF EDUCATION OF THE PALOS VERDES PENINSULA  
UNIFIED SCHOOL DISTRICT:

A. YOU ARE HEREBY NOTIFIED THAT SOUTH BAY UNITED TEACHERS,  
TERESA APPY, CATHRYN BOYD, MICHAEL BOYD, BARBARA CLEVINGER, LEAH  
CRYAN, DONNA DUNLAP, THOMAS FITCH, RONI GOODMAN, GEOFFREY GUERRERO,  
CHERYL HANLON, HENRY HELIN, ROBERT HORN, JUDITH LEMONS, MICHAEL  
LIEBIG, PATRICIA O'BRIEN, ROSALIA ORLANDO, JILL RICCI, MARCIA RISDON,  
GRAHAM ROBERTSON, THERESA ROBERTSON, JAMES RYONO, JAMES SMALL, JOHN  
STACK, PETER STARODUB, MARJORIE THOMPSON, JEWELL TOOMBS, CYNTHIA  
URUBURU, SARA WOOD, (hereinafter "Claimants") whose address is C/O Trygstad, Schwab &

1 Trygstad, 1880 Century Park East, Suite 1104, Los Angeles, CA 90067, claim damages from the  
2 Palos Verdes Peninsula School District (hereinafter "District") and Board of Education of the Palos  
3 Verdes Peninsula Unified School District.

4 B. The claimants desire all notices or other communications with regard to this claim be  
5 sent to: Trygstad, Schwab & Trygstad, and Attention: Shanon Dawn Trygstad Esq., 1880 Century  
6 Park East, Suite 1104, Los Angeles, CA 90067.

7 C. Claimants file this claim for damages seeking damages for the breach of their  
8 Collective Bargaining Agreement, breach of contract, the breach of the promise and assurances of  
9 the District and its employees regarding Claimants' retirement accounts and retirement benefits  
10 under the doctrine of promissory estoppel and detrimental reliance, and negligence/negligent  
11 misrepresentation, and other applicable laws/equal theories.

12 D. The date, place, and other circumstances of the occurrences giving rise to this claim  
13 are as follows:

14 Starting during the 2006/2007 school year and continuing through in or about February of  
15 2018, the District informed Claimants that if they worked a six-period assignment as their full-time  
16 assignment, the District would make contributions to their Defined Benefit Account, which would  
17 increase their retirement benefits by approximately 20%. Claimants relied upon the representations  
18 of the District in making the decision to work the six-period assignment as their full-time  
19 assignment.


20 Once Claimants agreed to work a six-period assignment as their full-time assignment, the  
21 District paid Claimants pursuant to Schedule 2 and 3 of the Salary Schedule set forth in the  
22 Collective Bargaining Agreement. In addition, Claimants determined their respective date of  
23 retirement based on the representations of the District regarding Claimant's increased retirement  
24 benefits due to Claimants working a six-period assignment as their full time assignment.

25 In reliance on the representations of the District and the estimated retirement calculations  
26 provided verbally and in writing by CalSTRS, which were calculated based on the District's  
27 reporting of Claimants' full-time salary as a six-period assignment to their Defined Benefit Account,  
28 on various dates from 2007/2007 through the 2017/2018 school year, Claimants submitted as

1 F. The full extent of the damages is unknown at this time, but will be in excess of  
2 \$10,000.00, including economic and non-economic damages, as claimants have suffered economic,  
3 emotional and physical damages. This will be an unlimited civil action.  
4

5 DATED: July 17, 2019

TRYGSTAD, SCHWAB & TRYGSTAD

6  
7 By:   
8 SHANON DAWN TRYGSTAD  
9 Attorneys for Claimants  
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