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11 ANDREW L. JONES

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
13 **IN AND FOR THE COUNTY OF LOS ANGELES**

14 ANDREW L. JONES, ) CASE NO. \_\_\_\_\_  
15 )  
16 Plaintiff/Respondents, )  
17 vs. ) COMPLAINT FOR DAMAGES &  
18 ) EQUITABLE RELIEF, INCLUDING  
19 ) ISSUANCE OF A WRIT OF MANDATE  
20 )  
21 PLANNED PARENTHOOD OF )  
22 LOS ANGELES, PHIL ANGELIDES, )  
23 STATE TREASURER OF THE STATE )  
24 OF CALIFORNIA, in his )  
25 official capacity, KIM )  
26 BELSHE, SECRETARY OF )  
27 CALIFORNIA HEALTH & HUMAN )  
28 SERVICES AGENCY, in her )  
official capacity, )  
ARNOLD SCHWARZENNEGER, )  
GOVERNOR OF THE STATE OF )  
CALIFORNIA, in his official )  
capacity, and DOES 1 to 10, )  
Inclusive, )  
Defendants/Respondents. )  
\_\_\_\_\_ )

***Plaintiff, ANDREW L. JONES, hereby complains as follows:***

**GENERAL ALLEGATIONS**

1. Defendant PLANNED PARENTHOOD OF LOS ANGELES (hereinafter sometimes referred to as "PPLA" or "PLANNED PARENTHOOD") is a nonprofit agency which operates various publicly and privately

1 funded clinics throughout the greater Los Angeles area. Said  
2 Defendant operates clinics within the jurisdiction and venue  
3 of this Court. Said defendant is prohibited by state and  
4 federal law from engaging in racially discriminatory conduct,  
5 and any such conduct disqualifies said Defendant from  
6 receiving certain grant/public funding as described in this  
7 complaint.

8 2. Defendant PHIL ANGELIDES is the TREASURER OF THE STATE OF  
9 CALIFORNIA (hereinafter sometimes referred to as "TREASURER"),  
10 and is the state official directly responsible for providing  
11 certain funding to PPLA as set forth in this complaint. Said  
12 Defendant has an official/ministerial duty to conduct such  
13 funding in a manner that is consistent with California law,  
14 including, but not limited to, those laws which prohibit the  
15 funding of organizations that engage in racist conduct or who  
16 otherwise discriminate in any manner prohibited by state and  
17 federal law. The TREASURER also oversees the disbursement of  
18 \$400,000 in funding, specifically from the California Health  
19 Facilities Financing Authority, which was provided to PPLA on  
20 or about February 26, 2004 under the "HELP II Program,  
21 Resolution Number HII-157."

22 3. Defendant KIM BELSHE is the SECRETARY OF THE CALIFORNIA HEALTH  
23 & HUMAN SERVICES AGENCY (hereinafter sometimes referred to as  
24 "HHS"). Said Defendant is the state official responsible for  
25 administering certain grant and other funding programs of  
26 which PPLA has availed itself within the last three (3) years  
27 prior to the filing of this complaint.

28 4. Defendant ARNOLD SCHWARZENNEGER is the GOVERNOR OF THE STATE

1 OF CALIFORNIA, and is officially and ministerially responsible  
2 for supervising and directing the conduct of Defendant HHS and  
3 its Secretary KIM BELSHE. Said Defendant is ultimately  
4 responsible for ensuring that all departments and agencies of  
5 the office of the Executive Branch of the State of California  
6 are operated in accordance with law. Said Defendant has the  
7 authority to order HHS to stop the public funding of any  
8 organization whose funding status is conditional on the  
9 avoidance of racism or other unlawful or fraudulent conduct.

10 5. Plaintiff ANDREW L. JONES is the former Project Manager of the  
11 Community Services/Education Department of PPLA. He was so  
12 employed by PPLA for over three years prior to his date of  
13 termination on June 3, 2004.

14 6. Plaintiff does not seek damages against any of the state  
15 officials or agencies, that is HHS, BELSHE, the office of the  
16 GOVERNOR, or TREASURER, and limits the scope of this  
17 complaint, as against only those defendants, to a writ of  
18 mandamus and/or prohibition proceeding.

19 7. Plaintiff was directly responsible for administering PPLA  
20 programs funded by the other Defendants on a daily basis  
21 during his employment with PPLA and is personally  
22 knowledgeable as to the facts and circumstances alleged herein  
23 and the factual basis for the issuance of a writ of mandate  
24 and/or prohibition requiring the official Defendant to take  
25 all actions necessary to stop funding PPLA's activities as  
26 alleged below.

27 /////

28 /////

1 **STATEMENT OF FACTS**

2 **(APPLICABLE TO ALL CAUSES OF ACTION & TO ALL DEFENDANTS)**

3 8. Plaintiff was employed by Defendant PPLA prior to June 3,  
4 2004, the date of his employment termination. He was hired by  
5 PPLA in or about October of 2000. At all relevant times,  
6 Plaintiff was supervised by one Eldyne Gray, an upper  
7 management-level employee of PPLA. Plaintiff was the first  
8 African American male employee to ever be hired in his  
9 particular department by PPLA, and was the first such minority  
10 to hold his specific position.

11 9. Plaintiff was the Project Manager of the Community  
12 Services/Education Department and the "Ujima Project" of PPLA,  
13 which affected approximately 66,670 young Los Angeles  
14 residents. The Community Services/Education Department of  
15 PPLA received, and continues to receive, funding from programs  
16 directly administered by the other named Defendants.  
17 Plaintiff was also in charge of programs that were funded by  
18 the California Wellness Foundation, Kaiser Foundation, and the  
19 Corky Stoller Foundation.

20 10. Plaintiff's job duties, prior to June 3, 2004, required him to  
21 be knowledgeable as to the conditions and qualifications for  
22 funding under the programs administered and overseen by the  
23 other Defendants.

24 11. In and around June of 2004, "[Plaintiff] questioned the agency  
25 financial information regarding [the] program [Plaintiff]  
26 managed. [Plaintiff] refused to sign false and misleading  
27 documents regarding funding. [Plaintiff] refused to act as  
28 proxy for false practices in [the] S. LA community." See

1 Exhibit "1," a true and correct copy of a verified complaint  
2 filed with California's Department of Fair Employment and  
3 Housing.

4 12. Among other things, as alleged below, Plaintiff refused to  
5 engage in PPLA promotional practices that were intended to  
6 deceive the African American community in South Los Angeles by  
7 representing to them that PPLA was to build a clinic in South  
8 Los Angeles that would *not* provide services that would result  
9 in the abortion of unborn African Americans. In the months  
10 preceding June of 2003, PPLA had actually decided to build an  
11 abortion clinic in a predominantly African American portion of  
12 Los Angeles. Plaintiff and one Charla Franklin were  
13 responsible for working with the African American community in  
14 promoting the activities and goals of PPLA. MS. FRANKLIN was  
15 told by various community leaders that an abortion facility  
16 was not an acceptable addition to the community. PPLA  
17 instructed FRANKLIN and Plaintiff, and all others involved in  
18 promoting the facility, to conceal the fact that abortions  
19 would be provided. Plaintiff, an African American, was not  
20 comfortable being forced to misrepresent facts to other  
21 similarly situated persons.

22 13. During this same time period, PPLA was also engaged in other  
23 activities having a deleterious effect on African American  
24 persons, including Plaintiff's fellow employee, one Nick  
25 Nkwuda, an African immigrant. Specifically, in or around  
26 January of 2004, Mr. Nkwuda was referred to as a "nigger."  
27 PPLA's management did nothing to punish the management  
28 employee who used such degrading language toward an employee

1 similarly situated to Plaintiff in terms of minority status.  
2 Plaintiff and other employees were aware of the circumstances  
3 presented in this matter. See Exhibit "2," the sworn  
4 declaration of one Monique Green, an African American employee  
5 who was also later terminated by PPLA management. Plaintiff  
6 hereby incorporates the sworn statement of Ms. Green as though  
7 fully set forth and alleged herein.

8 14. In fact, throughout 2003 and most of 2004, PPLA had created  
9 and allowed the continuation of an environment that was  
10 hostile toward African American and other minority employees,  
11 especially male employees. A female accounting supervisor  
12 referred to male employees in position of authority and  
13 officers of the company as "dickheads," and other derogatory  
14 terms, constantly defaming and engaging in confrontational  
15 behavior which was known throughout and brought to the  
16 attention of Human Resources and the interim and permanent CEO  
17 and President of PPLA. These terms were most often uttered by  
18 the female executive management of PPLA.

19 15. At the time of Plaintiff's employment, PPLA's white, female  
20 management staff also caused openly discriminatory comments  
21 and representations to be made that would have made a  
22 reasonable person feel uncomfortable. Evidence of such  
23 conduct by Defendant PPLA is set forth in Exhibit 3, a sworn  
24 statement provided by another PPLA human resources specialist,  
25 one Rosemary Hernandez.

26 16. The various circumstances described above created an  
27 environment that was racist and sexist in tone, policy and  
28 practice. These practices have not been abated by PPLA and

1 continue to cause harm to individuals employed by PPLA. PPLA  
2 is the subject of multiple verified complaints having been  
3 filed with the California Department of Fair Employment and  
4 Housing within the last six months.

5 17. On or about May 5, 2004, Defendant PPLA provided Plaintiff  
6 with an "Employee Warning Notice." Please see Exhibit "4,"  
7 PPLA form. This warning was provided to Plaintiff shortly  
8 after he had questioned certain improprieties in the financial  
9 conduct of PPLA relative to state and private grant funding  
10 administered by the State Defendants named herein and others.  
11 The implicit reference to PPLA's dissatisfaction with  
12 Plaintiff's questioning of improper financial practices is set  
13 forth in Items "4," "5," and "6" of the warning form. The  
14 questions that were raised by Plaintiff are set forth in  
15 various e-mail communications that were exchanged in late  
16 April 2004.

17 18. On or about May 10, 2004, Plaintiff specifically noted and  
18 again placed Defendant PPLA on notice of "accounting miscues,  
19 angry patients, and disgruntled gatekeepers," all of which  
20 relate to programs overseen and administered by the other  
21 Defendants. Unbeknownst to the Plaintiff, PPLA had already  
22 received negative independent "single audit" findings prior to  
23 April 2004, a condition that was brought to the attention of  
24 the PPLA Board members by their independent auditors for a  
25 number of years past. PPLA's accountants had to reconstruct  
26 the books of record of the company, its General Ledger, fund  
27 accounting coding, and sub-ledgers. The deplorable financial  
28 conditions had resulted in suspended federal Title X during

1 the last half of calendar 2003, which corresponds to the first  
2 half of the 2004 fiscal year as the accounting year for which  
3 PPLA has designated. Plaintiff constantly brought to the  
4 attention of PPLA upper management the insufficiency of  
5 funding of the various projects. Plaintiff also questioned  
6 the maintenance of programs that would adversely be impacted  
7 by State of California budgetary constraints, which in  
8 retrospect was exacerbated by the serious lack of internal  
9 monitoring and controls. These facts were all known to top  
10 and middle management of PPLA and were widely acknowledged in  
11 a 'state of the organization' memorandum enacted by Ms. Martha  
12 Swiller in mid-2003, after the prior administration was pushed  
13 out at the instigation of the PPLA Board. In fact, Ms. Swiller  
14 formerly acknowledged in her memorandum that '...PPLA  
15 [financial] systems were non functional to barely functional.'  
16 Moreover, certain members of the PPLA Board actively sought to  
17 conceal the findings from funding sources, which likely  
18 included the other Defendants. During Plaintiff's tenure  
19 there were indeed serious financial control lapses affecting  
20 the truth and accuracy of statements made to the official  
21 defendants named herein, and federal funding sources (i.e.,  
22 Title X).

23 19. As is indicated in Exhibit "5," Plaintiff was considered to be  
24 an above average to exemplary employee prior to his  
25 questioning of the financial practices of the Defendants and  
26 his unwillingness to mislead the African American community in  
27 Los Angeles. The highly satisfactory nature of Plaintiff's  
28 employment was noted on or about May 17, 2004.



1 20. Plaintiff was terminated on June 3, 2004, directly because of  
2 his complaints about financial impropriety and misleading  
3 accounting information related to the Ujima Project and a  
4 "reproductive health center" that was to be built in South Los  
5 Angeles.

6 21. The governmental defendants named herein are statutorily  
7 prohibited from expending funds derived from the State's  
8 taxpayers on programs that have been misrepresented or which  
9 engage in racist or sexist policies and conduct in violation  
10 of the State of California's anti-hate and anti-discrimination  
11 laws or other federal and state prohibitions against  
12 discrimination.

13 22. During the course of his employment, Plaintiff was caused to  
14 work for PPLA often in excess of 40 hours per week. PPLA did  
15 not pay overtime as required by law during this period of  
16 employment in violation of labor standards and regulations.

17 23. During the course of his employment, Plaintiff contributed to  
18 what he believed to be a qualified retirement plan. All to  
19 the detriment of Plaintiff and other employees, at various  
20 times, Defendant PPLA mishandled funds relating to employee  
21 retirement and cafeteria accounts maintained for the benefit  
22 of Plaintiff and other employees. Management was well aware  
23 of these conditions throughout years 2002, 2003 and 2004.  
24 Specifically, upper management communicated about these  
25 problems in December of 2002, and did not communicate material  
26 facts relating to the handling of the cafeteria plan to  
27 employees, even though the employees could ultimately and  
28 foreseeably suffer increased tax obligations because of the

1 management errors and mishandling of accounts.

2 **FIRST CAUSE OF ACTION**

3 **FOR WRONGFUL DISCHARGE IN VIOLATION OF PUBLIC POLICY**

4 **(AS AGAINST PPLA and DOES 1 - 5)**

5 24. Plaintiff hereby incorporates Paragraphs 1 through 23 as  
6 though fully set forth and alleged herein. The names of DOES  
7 1 to 5, who are in some way legally responsible for the  
8 damages and claims asserted herein, are not presently or  
9 reasonably known to Plaintiff. Once reasonably ascertained,  
10 Plaintiff will seek leave to amend this complaint according to  
11 proof.

12 25. Plaintiff ANDREW L. JONES was employed by Defendant PPLA in or  
13 about October of 2000.

14 26. Plaintiff was discharged from his employment on or about June  
15 3, 2004.

16 27. Plaintiff's complaints about PPLA's financial improprieties,  
17 as described above, and Plaintiff's unwillingness to mislead  
18 members of the South Los Angeles African American community or  
19 the State of California were the primary motivating factors  
20 behind PPLA's decision to terminate Plaintiff's employment.

21 28. The discharge of Plaintiff legally caused special and general  
22 damages in the form of lost wages, lost benefits, lost pay  
23 increases, future wages, lost employment opportunity, damage  
24 to his professional reputation, emotional distress, as well as  
25 severe distress and emotional distress caused by the damage to  
26 his reputation with the teenagers and young people who were  
27 familiar with Plaintiff and looked up to him as a role model,  
28 and other losses well in excess of \$100,000.00 to be proven at

1 trial.

2 29. Inasmuch as Defendant terminated Plaintiff for his refusal to  
3 violate the law and public policy, PPLA's conduct was  
4 oppressive, fraudulent and malicious within the meaning of  
5 *California Civil Code* §§ 3294, 3295.

6 **SECOND CAUSE OF ACTION**

7 **RACIAL and SEXUAL HARASSMENT - HOSTILE WORK ENVIRONMENT**

8 **(AS AGAINST DEFENDANT PPLA)**

9 30. Plaintiff hereby incorporates Paragraphs 1 through 23 as  
10 though fully set forth herein.

11 31. During the last year or so of Plaintiff's employment, he and  
12 other male minority employees were subjected to harassment  
13 based on sex and race.

14 32. The harassment, in the form of the use of the term "nigger" by  
15 management against employee[s] at various times during 2003-  
16 2004, repeated use of the term "dickhead[s]" by female  
17 management against male employees, abject lack of high level  
18 African American employees/officers in PPLA and other Planned  
19 Parenthood facilities in the State of California, systematic  
20 and successive termination of African-Americans, minorities  
21 and male employees throughout 2003 and 2004, and the regular  
22 use by female supervisory staff of other derogatory and  
23 obscene language toward male employees, resulted in effects  
24 that were severe, widespread and persistent throughout the  
25 last six to twelve months of Plaintiff's employment.

26 33. Plaintiff and other similarly situated African American  
27 employees (Nick Nkwuda, Monique Green, Charla Franklin)  
28 considered and recognized the work environment at PPLA to be

1 hostile as described above. Plaintiff and his male colleagues  
2 were similarly aware of the pervasive hostile environment  
3 directed at male employees by the white female management in  
4 control in mid-2004. The work environment permitted by PPLA  
5 altered the working conditions at PPLA offices, including  
6 where Plaintiff worked, and constituted an abusive  
7 environment.

8 34. Plaintiff, as an African American male, was a member of one or  
9 more protected classes of persons under the laws protecting  
10 against discrimination in the workplace within the meaning of  
11 *California Government Code* §§ 12940, et seq.

12 35. PPLA supervisory staff, including its executive director, were  
13 directly responsible for creating the oppressive and  
14 discriminatory environment described above. All of the  
15 persons who engaged in the discriminatory conduct described  
16 above were upper management-level employees of PPLA.

17 36. In the several months preceding Plaintiff's termination in  
18 June 2004, the CEO of PPLA knew or should have known of the  
19 pervasive nature of the harassment suffered by Plaintiff and  
20 similarly situated employees, and said CEO failed to take any  
21 corrective action that would have restored the safe and  
22 nondiscriminatory environment that is lawfully required to be  
23 provided to Plaintiff.

24 37. Given the failures of PPLA management to take any action to  
25 undo the effect of the use of the term "nigger" against one  
26 Nick Nkwuda, Plaintiff could not avoid the consequences of the  
27 environment created by Defendant PPLA.

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1 **THIRD CAUSE OF ACTION**

2 **NONPAYMENT OF OVERTIME COMPENSATION PER LABOR CODE 1194**

3 **(AS AGAINST DEFENDANT PPLA)**

4 38. Plaintiff hereby incorporates Paragraphs 1 through 23 as  
5 though fully set forth and alleged herein.

6 39. From January 3, 2001 through June 3, 2004, Plaintiff performed  
7 work for PPLA as an employee.

8 40. Plaintiff worked in excess of 40 hours per work week on many  
9 occasions, in an amount totaling hundreds of hours that should  
10 have been paid at one and one-half times the Plaintiff's  
11 hourly rate for work performed after 8 hours in a day or 40  
12 hours in a workweek. Yet at the same time, Plaintiff was  
13 required to keep track of his time on timecards and it was  
14 PPLA policy to require the employees to misstate/understate  
15 time during the last three years.

16 41. Defendant PPLA did not pay overtime as required by law to  
17 Plaintiff during his employment.

18 42. There were no wage agreements, despite constant promises of  
19 continuing employment to the entire middle and upper  
20 management of PPLA after the chaotic and upsetting termination  
21 of upper management CEO, COO, and HR early in the calendar  
22 year of 2004, that would have lawfully exempted Plaintiff from  
23 the overtime requirements of PPLA. PPLA arbitrarily chose  
24 those persons who would be paid "comp time" and those that  
25 would not, regardless of the inequality in pay and benefits  
26 among similarly situated employees wrongfully characterized as  
27 being 'exempt.'

28 43. PPLA did not keep, as required by law, adequate records to pay

1 reported overtime nor to allocate, adequately, the time worked  
2 for purposes of the various grants, programs, and funding  
3 sources which required such tracking and reporting. Had these  
4 reports been maintained, Plaintiff would be able to set forth  
5 the exact number of overtime hours worked and uncompensated.  
6 Plaintiff will prove the number of hours, or a reasonable  
7 estimate of the same, at the time of trial and according to  
8 proof adduced thereat.

9 **FOURTH CAUSE OF ACTION**

10 **INJUNCTIVE AND/OR DECLARATORY RELIEF**

11 **(AS AGAINST PPLA)**

12 44. Plaintiff hereby incorporates Paragraphs 1 through 23, and all  
13 prior Causes of Action, as though fully set forth and alleged  
14 herein.

15 45. The above-described practices are misleading, deceptive,  
16 fraudulent, and unfair to Plaintiff, fellow employees, and the  
17 general public. Plaintiff is also a taxpayer who has suffered  
18 a preventable loss of money because of the conduct of the  
19 Defendants.

20 46. The above-described practices have resulted in unnecessary  
21 losses to the State of California. The losses, in the form of  
22 grants, loans, and other financial benefits are calculable and  
23 should be reimbursed to the State of California. Such  
24 reimbursements should be made through the offices of the other  
25 Defendants who have been affected by this conduct, so that the  
26 taxpayers of the State of California can be made whole for any  
27 such losses.

28 47. Plaintiff has suffered a loss of wages, interest, and other

1 payroll income as indicated in the prior cause of action.  
2 Plaintiff has been injured in fact within the meaning of  
3 Proposition 64 (11/2004) and *California Business & Professions*  
4 *Code* § 17204.

5 48. Defendant's failure to abide by wage laws has occurred  
6 consistently for the last four years.

7 49. Defendants, within the last four years, have also failed to  
8 pay "comp time" or other benefits, paid to other similarly  
9 situated employees, to Plaintiff within the meaning of the  
10 law. This failure to pay for overtime or extra work has  
11 resulted in personal loss to Plaintiff.

12 50. Defendants, in the last four years, would regularly classify  
13 employees, including Plaintiff, as project managers,  
14 independent contractors, and other classifications that would  
15 theoretically allow Defendant's to designate such employees as  
16 being exempt from wage and hour requirements. However, these  
17 classifications were false as Plaintiff was not properly  
18 characterized as a professional, administrative, or executive  
19 employee exempt from wage and hour requirements under federal  
20 and state law. At the times relevant to this complaint,  
21 Plaintiff had nearly no managerial discretion, could not act  
22 without the express permission of one Eldyne Gray, was not  
23 given a contract similar to that of other  
24 executive/administrative/professional employees who were  
25 legitimately "exempt" and given salary/wage agreements, did  
26 not have the power to hire and fire employees, did not direct  
27 policies of PPLA, and did not have a professional license of  
28 any kind. Moreover, Plaintiff was subject to the same

1 employee performance reviews that applied to hourly employees,  
2 was at-will, and his job duties were routinized within the  
3 meaning of 29 CFR § 541.1, 29 CFR § 541.107. Plaintiff is  
4 more properly characterized as a "working supervisor" as  
5 opposed to an legitimately exempt executive employee. In  
6 fact, Plaintiff, was, at all times, subject to the same  
7 policies, employee handbooks, and internal regulations that  
8 applied to all hourly employees.

9 51. As indicated above, there were absolutely no wage agreements  
10 or other disclosures to Plaintiff or other employees that  
11 would have allowed these employees to be on proper notice of  
12 their rights, obligations, waivers of rights, or status as  
13 allegedly 'exempt' employees.

14 52. Additionally, the failure to maintain adequate accounting,  
15 tracking, and financial control practices led to the State of  
16 California funding various activities of the Defendant PPLA in  
17 contravention to grant conditions, loan qualification  
18 standards, and reporting requirements of the governmental  
19 defendants named herein. This has resulted in a direct and  
20 calculable loss to Plaintiff, as a taxpayer. Plaintiff has  
21 paid state taxes within the last four years and continues to  
22 do so within the meaning of *California Code of Civil Procedure*  
23 § 526(a).

24 53. At or about the end of 2003, PPLA knew that the patient  
25 numbers, financial data, stated needs/justifications, and  
26 other required information being provided to the State  
27 Defendants were not, nor could be, accurate, true, or  
28 consistent. Nevertheless, PPLA continued to make financial



1 misrepresentations to the State of California and federal  
2 agencies responsible for distribution of Title X grants in  
3 California.

4 54. As a condition to state grant funding, HELP loan[s] (approx.  
5 \$400,000.00), and other financial awards granted by the State  
6 Defendants, PPLA was required to maintain true and accurate  
7 accounting records and reporting for the benefit of the State  
8 of California

9 55. In or about the time that the HELP loan was being sought, PPLA  
10 intentionally concealed the negative single audit findings  
11 that were reported to PPLA by its independent CPA firm, one  
12 RBZ, LLP (A Los Angeles Accounting Firm) on or about October  
13 31, 2003. Upper management members of PPLA were directly  
14 responsible for the conscious decision to keep the audit  
15 findings concealed from government regulators and certain  
16 private donors.

17 56. Had the State Defendants known of the single audit findings  
18 and the financial problems known to Plaintiff and other  
19 employees of PPLA in late 2003 and throughout 2004, the State  
20 Defendants would not have provided grant money, Medi-Cal,  
21 subsidized loans, or other benefits that require truthful and  
22 accurate reporting and financial controls by grantees,  
23 borrowers, or beneficiaries.

24 57. It was and is unfair to Plaintiff, as a taxpayer, that PPLA  
25 was and is able to continue receiving state and federal money  
26 while being in noncompliance. Defendant PPLA's own  
27 accountants had concluded that "Planned Parenthood Los Angeles  
28 did not comply with requirements regarding reporting that are

1 applicable to its Family Planning Services." Plaintiff hereby  
2 incorporates the findings set forth in Exhibit "6" as though  
3 fully set forth herein and alleged as true fact.

4 58. PPLA will continue to misreport its financial condition  
5 relative to the South Los Angeles clinic, the Ujima Project,  
6 and other programs that are directly funded by the State  
7 Defendants. Given that PPLA had to literally reconstruct its  
8 books in 2003-2004, without sufficient backup data to support  
9 the reconstruction of reportable financial data, it would be  
10 impossible for PPLA to provide accurate reporting any time  
11 soon. As such, the need for immediate injunctive relief to  
12 protect the taxpayers of the State of California is necessary.

13 59. Unless enjoined by this Court, PPLA will continue to receive  
14 money that it is not entitled to for lack of meeting reporting  
15 requirements, lack of other financial requirements, and for  
16 failure to maintain a nondiscriminatory environment as  
17 described in the other causes of action.

18 60. PPLA must also be enjoined from opening the South Los Angeles  
19 Clinic until it has returned any ill-gotten monies to the  
20 State of California.

21 61. The conduct of PPLA has given rise to a justiciable  
22 controversy between the parties. Only judicial relief can  
23 provide a resolution to the factual controversy of and between  
24 the parties.

25 **PETITION FOR WRIT OF MANDATE**

26 **(As Against All Named Defendants)**

27 62. Plaintiff hereby incorporates all previous paragraphs as  
28 though fully set forth and alleged herein.

1 63. Each of the attached documents are true and correct copies of  
2 documents discovered, under the work-product privilege and  
3 attorney-client privileges, by the Plaintiff's attorney, or  
4 which were provided to Plaintiff in the ordinary course of his  
5 employment and business with the Defendant PPLA.

6 64. Certain of the exhibits hereto are matters of public record  
7 inasmuch as Defendant PPLA is under open financial reporting  
8 requirements pursuant to federal and state law.

9 65. Each of the State Defendants is officially responsible for  
10 enforcing the laws that govern the reporting and  
11 qualifications of PPLA before taxpayer monies can be  
12 appropriated or distributed to PPLA.

13 66. On or about February 26, 2004, the State Defendants or their  
14 sub-agencies, including the California Health Facilities  
15 Financing Authority, approved a PPLA request for a \$400,000  
16 low interest (3%) loan repayable over 5 years for the  
17 construction and equipping of a new South Los Angeles clinic,  
18 secured by a lien on the equipment to be purchased and a  
19 \$25,000 segregated debt service reserve account. The State  
20 Defendants have supervisory and legal authority over Martha  
21 Maldonado, Judy Frank and Chris Hammond, state commissioners  
22 responsible for reviewing such loan requests. In granting the  
23 loan, the State Defendants relied upon, to the detriment of  
24 the taxpayers of the State of California, budgets, financial  
25 data, and other information that was not truthful, accurate,  
26 or consistent with the independent findings of RBZ, LLP.

27 67. The loan application was considered as Resolution No. HII-157  
28 (2/26/04) on the Agenda of the California Health Facilities

1 Financing Authority (CHFFA), and agency overseen by Defendant  
2 PHILIP ANGELIDES. (See Exhibit "7"). Plaintiff hereby  
3 incorporates Exhibit "7" as though fully set forth and alleged  
4 herein.

5 68. As of February 26, 2004, the State Defendants did not know  
6 that PPLA had misrepresented its financial condition or  
7 certain aspects of its financial status.

8 69. As of October 2003, the Defendant PPLA had made a decision to  
9 provide audits to the State Defendants that did not include  
10 the negative findings of RBZ, or documents that would have  
11 disclosed that much of the financial data was based on  
12 reconstructed numbers that were not based in reality. In sum,  
13 PPLA's financial condition was much worse that was represented  
14 to the State Defendants.

15 70. On or about February 17, 2004, state employee Martha Maldonado  
16 questioned certain financial representations of PPLA and was  
17 responded to with inaccurate information by PPLA. Had CHFFA  
18 been provided with true and accurate information, there would  
19 have been serious questions as to the ability of PPLA to repay  
20 the loan. Plaintiff also incorporates, as though fully set  
21 forth herein, the contents of Exhibit 9, a series of  
22 communications concerning the ability of PPLA to repay the  
23 loan or to acquire other funding consistent with its  
24 representations to the State Defendants.

25 71. Additionally, PPLA did not disclose, while material to the  
26 application, the fact that one Charla Franklin (an agent of  
27 PPLA) (See Exhibit 8, incorporated hereby) was having problems  
28 selling or lobbying for an abortion clinic in the South Los

1 Angeles area that the HELP loan related to. The African  
2 American community did not want, nor does it want, an abortion  
3 clinic in its neighborhood near 85<sup>th</sup> Street and South Broadway.

4 72. Each of the State Defendants is legally prohibited from  
5 authorizing the transfer, distribution, allocation, and/or  
6 appropriation of public money to persons or entities that are  
7 disqualified from receiving such money because of fraud,  
8 misreporting, or engagement in unlawful discrimination as  
9 outlined in *Government Code* § 12900-12996. PPLA is a  
10 California contractor inasmuch as it provides services under  
11 several state-funded programs. (See Exh. 10, as incorporated).

12 73. PPLA has not eliminated the hostile racial and sexist  
13 environment described above. As such, PPLA is currently  
14 disqualified from receiving state funding. The State  
15 Defendants have not voluntarily defunded PPLA, even though  
16 they were placed on written notice of the essential claims in  
17 this case within the last six months.

18 74. PPLA is a corporation within the meaning of *California Code of*  
19 *Civil Procedure* § 1085(a).

20 75. The State Defendants are "persons" within the meaning of  
21 *California Code of Civil Procedure* § 1085(a).

22 76. The acts of distributing and receiving state funds, by/to  
23 PPLA, while it is maintain a discriminatory environment and  
24 out of compliance with financial reporting requirements is  
25 prohibited by law. The Defendants have a duty, as defined in  
26 *California Code of Civil Procedure* § 1085(a), to maintain  
27 accurate reporting data and accounting records for PPLA-  
28 related transactions within the meaning of *California Code of*



1 investigation.

2 85. Exhibits 1, 4, 5, and 8 are documents that were provided to me  
3 and other employees in the ordinary course of business as an  
4 employee of PPLA and are true and correct copies of the same.  
5 Exhibit 9 consists of e-mail communications between myself and  
6 Planned Parenthood management and constitute part of the  
7 reason my employment was terminated by PPLA.

8 86. Exhibits 2 and 3 are sworn declarations provided by PPLA  
9 employees within the last 12 months.

10 87. Exhibit 6 is known to me to be a single audit report that is  
11 required to be maintained by the federal government, and is a  
12 necessary part of public reporting requirements.

13 88. Exhibit 7 is known to me to be a public record maintained by  
14 the California Health Facilities Financing Authority.

15 89. The foregoing is true and correct to the best of my personal  
16 knowledge and I could competently testify as to the facts  
17 based on my personal knowledge if called to do so.

18 Executed this [6th] Day of January, 2005, in the City of [LOS  
19 ANGELES], County of Los Angeles, State of California.

20  
21 s/s

22 \_\_\_\_\_  
23 ANDREW L. JONES, Affiant.

24 **PRAYER FOR RELIEF**

25 ***WHEREFOR, Plaintiff prays for relief as follows:***

26 **(On All Causes of Action Against PPLA)**

27 A. For general damages in an amount according to proof adduced at  
28 trial, but not less than \$100,000.00;

- 1 B. For special damages in an amount according to proof adduced at  
2 trial, but not less than \$100,000.00;
- 3 C. For punitive damages in an amount sufficient to deter PPLA,  
4 and its principals, from engaging in further racially and  
5 sexually discriminatory conduct of the nature alleged in this  
6 complaint;
- 7 D. For costs of suit;
- 8 E. For attorneys' fees as permitted by law;
- 9 F. For an injunction requiring Defendant PPLA to cease and desist  
10 in all discriminatory practices and hostile work environments  
11 created or engaged in by them;
- 12 G. For restitution of any moneys unlawfully taken from the State  
13 of California, Plaintiff, or any other affected persons;
- 14 H. For any and all other relief as the Court deems appropriate to  
15 make Plaintiff or the taxpayers of the State of California  
16 whole relative to the losses, claims, and occurrences alleged  
17 herein.

18 **(On the Petition for Writ of Mandate)**

- 19 A. For issuance of an immediate order to show cause as to why the  
20 State Defendants should not be enjoined from further providing  
21 state funding to Defendant PPLA;
- 22 B. For issuance of an immediate order to show cause as to why the  
23 State Defendants should not be required to conduct an  
24 immediate audit of PPLA and its principals relative to any  
25 funding provided by the State of California to PPLA within the  
26 last four calendar years.
- 27 C. For issuance of an immediate order to show cause as to why  
28 PPLA should not be required to supplement, amend, and or



1 resubmit accurate reports relative to any state funding  
2 received by them within the last four calendar years.

3 D. For issuance of an immediate order to show cause as to why  
4 PPLA should not be required to immediately return any monies  
5 that were received from the State Defendants under false or  
6 misleading pretenses, or while PPLA was engaged in  
7 discriminatory practices prohibited by the *California*  
8 *Government Code* and related provisions of law.

9 E. Permanent relief in the form of a writ of mandate requiring  
10 that all defendants perform the official acts and functions  
11 mentioned in Sections A-D above.

12  
13 Respectfully Submitted:

14 DATED: 1/07/04

THE PRO-FAMILY LAW CENTER  
A NONPROFIT LEGAL SERVICES ORGANIZATION

15  
16 s/s

17 \_\_\_\_\_  
18 RICHARD D. ACKERMAN, ESQ.,  
Attorneys for Plaintiff,  
19 ANDREW L. JONES.