



1 II. JURY/NON-JURY

2 Both parties have demanded a jury trial.

3 III. STATEMENT TO BE READ TO JURY

4 Seven (7) days prior to trial the parties shall E-file a joint  
5 statement of the case that may be read to the jury at the beginning  
6 of jury selection.

7 IV. UNDISPUTED FACTS

8 Undisputed Facts - Plaintiff J.C. Eaglesmith:

9 1. Plaintiff Jerald Clinton (J.C.) Eaglesmith (hereinafter  
10 "Eaglesmith") has been continuously employed by the District from  
11 2000 to present as a teacher. He served at Plumas County  
12 Community School until June 2012 when he was transferred at his  
13 request to teach an opportunity class at Greenville Junior/Senior  
14 High School ("Greenville").

15 2. Eaglesmith was hired by the District as the head  
16 basketball coach at Quincy High School ("QHS") for the 2007/2008  
17 season. He resigned in September 2007.

18 3. During the 2004-2007 timeframe, Eaglesmith made numerous  
19 written complaints to QHS administrators about volunteer junior  
20 varsity coach Howard Hughes and his refusal to follow Eaglesmith's  
21 instruction and direction.

22 4. The DFEH issued its findings by letter dated August 15,  
23 2008, finding insufficient evidence to support Eaglesmith's claims  
24 of discrimination and harassment. The DFEH also found that Ray  
25 never served as Eaglesmith's supervisor. The letter also informed  
26 Eaglesmith that he had the right-to-sue within 180 days.  
27 Eaglesmith never brought suit.

28 5. Eaglesmith was hired and served as the head basketball

1 coach at Greenville for the 2007/2008 and 2008/2009 seasons.

2 6. Eaglesmith was rehired as the head basketball coach at  
3 QHS for the 2009/2010 season and served the entire season.

4 7. The District hired Defendant Sue Segura as the new  
5 principal of QHS in June or July, 2009. She had no previous  
6 employment or association with the District and was relocating  
7 from Nevada.

8 8. Beginning in 2009/2010, Jeff Ray served as the vice  
9 principal at QHS while he also remained a part-time physical  
10 education teacher. He was also appointed QHS athletic director  
11 beginning in the school year 2009/2010.

12 9. On December 28, 2009, Eaglesmith transported five  
13 students in his private vehicle from QHS to the Bay Area to  
14 participate in a basketball game. It is an approximately 4 1/2  
15 hour one-way trip.

16 10. There were insufficient seatbelts in Eaglesmith's  
17 vehicle for the students; there were only four seatbelts for the  
18 five students.

19 11. Eaglesmith claims that he did not discover the presence  
20 of one of the students and the insufficient seatbelts until  
21 approximately 2 hours outside of QHS. He continued the trip  
22 despite the lack of seatbelts and instructed the two smallest  
23 students to share a seat belt.

24 12. Ron Collins, a parent of one of the students in  
25 Eaglesmith's vehicle, filed a written complaint to the District  
26 complaining that his son was transported by Eaglesmith in a  
27 vehicle that did not have enough seat belts for all the  
28 passengers.

1           13. As a result, Eaglesmith received an unsatisfactory  
2 coaching evaluation for the 2009/2010 season. Eaglesmith grieved  
3 the evaluation and the grievance was denied.

4           14. Eaglesmith applied for the head basketball coach  
5 position for the 2010/2011 season.

6           15. Segura and Ray interviewed Eaglesmith and two other  
7 applicants Mike Woodlee and Dennis Fowler for the head coach  
8 position. Woodlee was hired.

9           16. Woodlee received an unsatisfactory coaching evaluation  
10 for the 2010/2011 season and was not rehired as head coach at QHS  
11 the following year.

12           17. On November 3, 2010, Deputy Superintendent Yvonne Bales  
13 who works at the District office, parked a pickup truck that  
14 displayed hand-painted slogans, bumper stickers, and a rope in the  
15 shape of a noose hanging from the rearview mirror in the District  
16 parking lot outside of her office. The truck belonged to her  
17 husband Nathan Bales who is not an employee of the District.

18           18. Eaglesmith saw the truck and complained to the District.  
19 Union representative Piers Strailey also filed a complaint about  
20 the truck.

21           19. On November 15, 2010, former Superintendent Glenn Harris  
22 wrote a public letter to the Plumas News reporting the outcome of  
23 the District's investigation and the ban of the truck from  
24 District premises.

25           20. Beginning on December 9, 2010 through the end of the  
26 school year 2010/2011, Eaglesmith took a leave of absence from the  
27 District citing on-the-job stress.

28           21. Eaglesmith holds a single subject teaching credential in

1 physical education.

2 22. Eaglesmith requested a transfer to Greenville in 2012 to  
3 an opportunity class teacher position.

4 Undisputed Facts - Plaintiff Eileen Cox:

5 1. Cox claims that she was discriminated and retaliated  
6 against by the District for her association with and support of  
7 J.C. Eaglesmith. She has no claims against the individual  
8 Defendants Segura or Ray.

9 2. Cox has been an employee of the District from 1979 to  
10 the present.

11 3. In 2009/2010 through 2010/2011, Cox worked at QHS.

12 4. Cox contends Segura knew during the 2009/2010 school  
13 year that Cox associated with and supported J.C. Eaglesmith.

14 5. On or about January 25, 2010, Segura evaluated Cox and  
15 rated her above average or excellent in all categories.

16 V. DISPUTED FACTUAL ISSUES

17 Plaintiffs' Disputed Facts - Plaintiff J.C. Eaglesmith:

18 1. Plaintiff J.C. Eaglesmith is a Native American of  
19 Shawnee/Muskokee-Creek and French/Swiss descent.

20 2. Defendant Sue Segura began to exercise her  
21 responsibilities as the Principal at Quincy High School (QHS) in  
22 June 2009.

23 3. Defendant District hired Eaglesmith to serve as Head Coach  
24 of the boys basketball program at QHS for the 2007-2008 school  
25 year.

26 4. During the years 2004-2007 that Eaglesmith was Head Coach  
27 of the QHS basketball program, he complained about the conduct of  
28 Howard Hughes, a member of the community who the QHS administration

1 selected each year as his volunteer assistant coach to coach the  
2 Junior Varsity (JV) team. He complained to QHS principal Gallagher  
3 and athletic directors Ray and Robin Hood about Hughes' separate  
4 fundraising activities, unilaterally changing schedules and  
5 selecting assistant coaches, undermining the QHS boys basketball  
6 program by creating division between the Varsity and JV components,  
7 and refusing to accept the Head Coach's direction in violation of  
8 the District's athletic policy.

9         5. On November 21, 2006, J.C. Eaglesmith, his wife Ramona,  
10 and their son Justus presented the Native American perspective  
11 about Thanksgiving at a school wide assembly at QHS.

12         6. During the 2006-2007 basketball season, Coach Eaglesmith's  
13 wife Ramona coached a QHS Dance Team that performed during game  
14 half-times. Ms. Eaglesmith is a professional dance teacher, coach  
15 and choreographer.

16         7. In 2007 and 2008, Coach Eaglesmith complained about Ray to  
17 Ray's superiors, the District School Board, the State Department of  
18 Fair Employment and Housing (DFEH) and the Federal Equal Employment  
19 Opportunity Commission (EEOC). He complained that Ray discriminated  
20 against him because of his national origin and spiritual beliefs,  
21 created a hostile working environment, and undermined his efforts  
22 to perform the duties of his Head Coach position.

23         8. In March 2007, then Superintendent Chelotti and the School  
24 Board issued a District-wide policy that required that henceforth  
25 the AD was to be an administrator. Part-time teacher Ray was  
26 discharged from the QHS AD position before the end of the 2006-2007  
27 basketball season.

28         9. In August 2007, Jerry Thomas, QHS Vice-Principal

1 criticized Eaglesmith for filing discrimination complaints against  
2 Ray and charged that they lacked merit.

3 10. The QHS administration selected Howard Hughes as volunteer  
4 assistant coach in charge of the JV team for the 2007-2008.

5 Eaglesmith resigned his 2007-2008 QHS Head Coach position in  
6 September 2007.

7 11. District site administrators issued positive performance  
8 evaluations to Mr. Eaglesmith for his coaching from the 2004-2005  
9 through the 2008-2009 school years.

10 12. Coach Eaglesmith's son Justus was the ball boy during  
11 each period Eaglesmith served as QHS Head Coach.

12 13. Before the 2009-2010 basketball season began, QHS  
13 administration issued Eaglesmith a key to the inner office of the  
14 QHS gymnasium and he placed personal items and coaching materials  
15 in one of its tall lockers that coaches used to store their  
16 belongings. Eaglesmith and other Head Coaches previously used the  
17 inner office to change their clothes as well as used the desk,  
18 telephone and the pneumatic ball pump to carry out their coaching  
19 responsibilities.

20 14. On a date in July 2009, prior to July 21, 2009, defendant  
21 Segura hired Ray as QHS AD. He was at the time and continued to be  
22 a part-time physical education teacher and part-time Vice Principal  
23 at QHS.

24 15. Head Coach Eaglesmith communicated to Ray and Segura that  
25 he wanted to be involved in the selection process of the JV coach  
26 of the boys basketball program at QHS for the 2009-2010 season.

27 16. In August 2009, QHS administrators Segura and Ray changed  
28 the lock to the inner office of the QHS gymnasium. Eaglesmith's key

1 no longer enabled him to access the inner office. They did not  
2 give him access to the inner office until the later part of  
3 February 2010, near the end of the 2009-2010 basketball season.  
4 They refused his requests that he be allowed to retrieve his  
5 belongings from his locker in the inner office

6 17. On August 24, 2009, Eaglesmith, his PCTA representative  
7 Piers Strailey, Segura and Ray met with Superintendent Glenn  
8 Harris. Eaglesmith and Strailey reviewed for Segura and Harris the  
9 history of charges Eaglesmith had made in the past against Ray.

10 18. On September 21, 2009, defendant Segura announced that,  
11 without Eaglesmith's involvement, she had selected Howard Hughes to  
12 be the "Head Junior Varsity Coach" of the boys basketball program  
13 at QHS. Neither Segura nor Ray interviewed other applicants.

14 19. Segura told Head Coach Eaglesmith to store his belongings  
15 and change his clothes in a closet that had been used by the head  
16 custodian to store cleaning supplies that contained harmful  
17 chemicals. There was no ventilation or place to sit in the  
18 chemical closet.

19 20. After Eaglesmith declined to use the chemical closet to  
20 store and change his clothes and equipment, Segura told him to use  
21 an area in which she had placed a bar in front of a toilet. The  
22 toilet is located in a small room across from the inner office in  
23 the QHS Gym.

24 21. Segura instructed Eaglesmith that he was not to speak  
25 with his assistant coach Hughes during JV practice sessions or  
26 games. She also barred Eaglesmith from requesting assistance from  
27 Hughes during the opening tournament of the 2009-2010 season, a  
28 tournament Eaglesmith was responsible for directing.



1           22. Hughes communicated to Ray and Segura that he refused to  
2 accept direction from Head Coach Eaglesmith.

3           23. Superintendent Harris directed Assistant Superintendent  
4 Williams to investigate the seat-belt incident. Williams issued  
5 Eaglesmith a written warning on March 23, 2010, for driving six  
6 people with five seatbelts. He directed Segura to use it as a  
7 basis for her formal evaluation of his coaching performance.

8           24. The District interviewed two team members who had driven  
9 in Eaglesmith's car to inquire whether they had spoken with  
10 Eaglesmith about the incident. Williams issued a second written  
11 warning to Eaglesmith, charging him with interfering with the  
12 investigation of Collins' complaint.

13           25. PCTA representatives, on behalf of Eaglesmith, challenged  
14 Williams' disciplinary action.

15           26. The "unsatisfactory" evaluation eliminated Eaglesmith's  
16 hiring preference as the incumbent coach.

17           27. Superintendent Harris announced on May 5, 2010, to  
18 members of the School Board that Eaglesmith would not be chosen as  
19 the Head Coach for 2010 because of the seat belt incident.

20           28. On May 20, 2010, Eaglesmith submitted an application to  
21 the District for the position of Head Coach of the QHS boys  
22 basketball program. The deadline at the time was the following  
23 day, May 21, 2010.

24           29. On or about May 25, 2010, District Administrator Willits  
25 publicly admonished Justus Eaglesmith at the Taylorsville  
26 Elementary School he attended for having his left instead of right  
27 hand on his heart during the pledge of allegiance. Justus was one  
28 of the few Native American children enrolled at the school and was

1 deeply humiliated.

2         30. Eaglesmith had coached at the high school and college  
3 levels for 30 years, played semi-pro basketball, and was evaluated  
4 positively throughout his years of coaching. Woodlee's experience  
5 consisted of having been the coach of the Truckee High School  
6 freshman basketball team in 2009-2010.

7         31. Defendant Segura explained that they rejected Eaglesmith  
8 and selected Woodlee because he was "more qualified." The QHS  
9 administration selected Fowler as the coach of the JV team.

10         32. On several occasions prior to October 11, 2010,  
11 Eaglesmith and attorney Beth Curtis, who represented him, notified  
12 Superintendent Harris that they would file a complaint at the  
13 October 12, 2010 meeting of the District School Board about the  
14 District's rejection of Eaglesmith for the position as Head Coach  
15 of the QHS boys basketball team for the 2010-2011 year and  
16 requested time on the agenda to make that presentation. Harris  
17 responded on October 1, 2010, that Eaglesmith would not be allowed  
18 on the agenda.

19         33. On October 11, 2010, District administration held a  
20 training session for District teachers at QHS on a non-student day.  
21 Segura urged administrator Willits to direct Eaglesmith to remove  
22 his tinted prescription glasses and visor cap.

23         34. Willits and Oestreich, a District administrator and  
24 Eaglesmith's immediate supervisor approached him and told him to  
25 take off his glasses and hat. They claimed that Eaglesmith  
26 violated a District rule by wearing those items.

27         35. On October 12, 2010, Eaglesmith, his attorney and  
28 supporters attended the October meeting of the District School

1 Board. His attorney read the content of a complaint she had  
2 prepared that detailed the previous treatment of Eaglesmith and  
3 alleged that it discriminated and retaliated against him based on  
4 his national heritage and spiritual tradition as well as his  
5 opposition to District's employment practices that violated State  
6 and Federal employment laws.

7 36. Eaglesmith explained to Oestreich at the time she ordered  
8 him to remove his prescription glasses and visor cap that he has a  
9 medical need to shade his eyes from the glare of natural and  
10 artificial light due to photosensitivity, a condition he suffered  
11 from since he performed military service during the Vietnam War.  
12 Oestreich requested that Eaglesmith provide the District with  
13 written verification of his claim. He produced letters from a  
14 medical doctor. Oestreich said they were insufficient.

15 37. On October 27 and December 3, 2010, Oestreich issued  
16 disciplinary letters to Eaglesmith (a Warning of Unprofessional  
17 Conduct and a Letter of Reprimand) claiming that he had not  
18 substantiated his medical claim. Williams wrote to Eaglesmith  
19 requiring him to submit a letter from a doctor stating that his  
20 visor cap shades his eyes and protects him from the glare.

21 38. Eaglesmith filed grievances concerning the District's  
22 order that he not wear the glasses or cap, and the discipline the  
23 District issued to him. On December 15, 2010, approximately two  
24 months later, and after Eaglesmith left on December 9, 2010 on  
25 stress leave, the District allowed Eaglesmith to wear his tinted  
26 lenses indoors. On January 24, 2012, after approximately sixteen  
27 months had passed and two arbitrators ruled that District  
28 administrators had imposed discipline on Eaglesmith in violation of

1 the District policy that prohibits discipline without "just cause,"  
2 the District allowed Eaglesmith to wear his visor cap indoors.

3 39. Deputy Superintendent Yvonne Bales had attended, as a  
4 District representative, two meetings that were held in connection  
5 with the grievances filed by Mr. Eaglesmith and the discipline  
6 issued by Ms. Oestreich to him. She wrote a memo disputing a claim  
7 he made during the meeting of October 10, 2010. Bales was also  
8 present as a District representative at the October 12, 2010  
9 meeting of the District School Board when the attorney for the PCTA  
10 read a tort claim she filed on behalf of Mr. Eaglesmith.

11 40. Eaglesmith received a written warning from his  
12 supervisor Oestreich regarding the hat and glasses incident.

13 41. On November 3, 2010; Deputy Superintendent Bales parked  
14 her pick-up truck in the parking lot of the District Administration  
15 building within sight of teacher Eaglesmith and students attending  
16 the Community School. The pick-up displayed slogans that  
17 communicated White supremacist messages and had a rope in the shape  
18 of a noose hanging from the rear view mirror inside the truck. Many  
19 of the students attending the school are non-white. Eaglesmith and  
20 some of the students read the messages on the truck.

21 42. Eaglesmith and Piers Strailey filed complaints with the  
22 District on behalf of Eaglesmith, District employees and students  
23 claiming that the messages on Bales' pick-up were offensive and  
24 physically threatening, created a hostile work environment, and  
25 violated the District policy and State law against discrimination.

26 43. The District's anti-discrimination policy is designed to  
27 protect employees and students from attacks on account of their  
28 race and other individual characteristics. The District did not

1 discipline Bales. Nor did it interview Eaglesmith or Strailey.

2 44. Eaglesmith requested a transfer to GHS in 2011 to teach  
3 an opportunity class at GHS. The District denied the transfer  
4 request on two grounds: that he did not have a multiple subjects  
5 credential and did not have a special education credential. In the  
6 summer of 2012, the District transferred Eaglesmith to GHS to teach  
7 the same opportunity class he applied to teach in 2011. It also  
8 assigned a special education student to his classroom.

9 45. Ramona Eaglesmith is a member of a protected class by  
10 reason of her Native American heritage and Native American  
11 spiritual beliefs.

12 46. During the period from 2005 through 2007, defendant Ray  
13 expressed his disapproval to Eaglesmith about the latter's lack of  
14 Christian belief in Jesus Christ and the Christian God; and his  
15 traditional Native American spiritual beliefs and practices. In  
16 November 2006, Ray also expressed his disapproval of the Eaglesmith  
17 family's presentation at a QHS assembly of the Native American  
18 perspective of Thanksgiving. During the following few days Ray took  
19 steps that had the affect of isolating Coach Eaglesmith from  
20 basketball players, game officials, and the community.

21 47. During the school years 1998-1999 through 2004-2005, Theo  
22 Jackson, an African American, served as Head Coach of the QHS Girls  
23 Basketball program. During those years, the coaches of the Girls  
24 JV Team followed the direction of Jackson and ran a unified  
25 basketball program. During the 2005-2006 year, the OHS  
26 administration hired Shannon Coombs, who had never coached before,  
27 as the JV Coach. Jeff Ray, during his first year as Athletic  
28 Director, allowed her to refuse to follow Jackson's direction, to

1 run an independent program, and thereby to violate the District  
2 policy requiring and authorizing the Head Coach to direct the  
3 program. Although the incumbent Head Coach, QHS administration  
4 required Jackson to apply in 2006-2007, rejected him, and, instead,  
5 hired a Caucasian applicant who had never been a Head Coach.

6 48. In 2007, Assistant Superintendent Williams responded to  
7 Eaglesmith's complaints about the way he was treated by District  
8 administrators by explaining to Eaglesmith that he is "just a big  
9 scary Indian." He acknowledged, but did not do anything to address  
10 the racial element in the treatment about which Eaglesmith was  
11 complaining.

12 49. The District in 2007-2008 refused to hire Randy Gilbert,  
13 a Native American applicant for the position of JV Coach. Head  
14 Coach Eaglesmith had communicated to Ray and other administrative  
15 decision makers his preference for Gilbert and opposition to  
16 Hughes.

17 50. District policy and past practice do not allow for the  
18 selection of the JV Coach by District administrators without the  
19 Head Coach's involvement and over his objection.

20 51. On August 21, 2009, Segura told Eaglesmith's supervisor  
21 Terry Oestreich that she should direct Eaglesmith to appear with  
22 his representative at a meeting the following Monday, on August 24,  
23 2009, to answer her accusation that he had entered an unauthorized  
24 area and stolen items. Oestreich conveyed that message to  
25 Eaglesmith. Segura and Ray accused Eaglesmith of stealing items  
26 from the inner office at the QHS gym. Staff members have the right  
27 to be accompanied by their representative at disciplinary meetings.

28 52. The toilet room is also used for storage. Students often

1 enter the adjoining room. The door cannot be secured or locked and  
2 provides no privacy. Segura and Ray did not direct any other coach  
3 to use either the chemical closet or the toilet room.

4 53. During the 2009-2010 QHS basketball season, Coach  
5 Eaglesmith complained to Principal Segura and AD Ray that JV Coach  
6 Hughes refused to follow his directions, unilaterally scheduled  
7 practices and selected an assistant coach for the JV team,  
8 undermined his ability to perform his duties as Head Coach, refused  
9 to protect him and students under his supervision from the conduct  
10 and speech of Hughes' friends and family members, and violated the  
11 District policy that establishes the Head Coach as the director of  
12 the athletic program.

13 54. The District has a policy and practice that allows the  
14 Head Coach's family members to circulate freely in the QHS gym.  
15 During the 2009-2010 QHS basketball season, Segura and Ray barred  
16 members of Eaglesmith's family, including Ramona Eaglesmith and son  
17 Justus, the official ball boy, from several areas of the QHS Gym.

18 55. The district has a policy and practice that terminates a  
19 JV Coach who refuses to accept the direction of the Head Coach.  
20 During the 2009-2010 basketball season, Ray and Segura did not  
21 terminate Hughes from his position as a volunteer assistant coach  
22 after they became aware that he refused to accept direction from  
23 Head Coach Eaglesmith.

24 56. During the 2009-2010 basketball season, J.C. Eaglesmith  
25 advocated for his physical and emotional safety as well as that of  
26 students under his supervision. The complaints filed by J.C.  
27 Eaglesmith and his PCTA representatives Faith and Piers Strailey,  
28 as contract grievances and as formal complaints under District

1 regulations, charged District administrators, including Ray and  
2 Segura, with failing to protect: (a) Head Coach Eaglesmith from  
3 public verbal attacks by friends and relatives of JV Coach Hughes  
4 that included charges of incompetence; (b) the students under his  
5 supervision from publicly stated lewd sexual references, anti-gay  
6 names and racist epithets directed at them at basketball games by  
7 parents and a student who were friends of JV coach Hughes at  
8 basketball games; and (c) three team members and the special  
9 education student Varsity Team Manager from physical abuse that  
10 included nipple pinching by the son and grandson of the JV Coach  
11 Hughes.

12         57. On February 13, 2010, Principal Segura, in the presence  
13 of Eaglesmith's close friend and colleague, referred to Eaglesmith  
14 as "J.C. Asshole Smith" thereby ridiculing his Native American  
15 name. The colleague wrote-up the incident on February 26, 2010 and  
16 gave it to Eaglesmith. Eaglesmith gave the writing to  
17 Superintendent Harris a few days later.

18         58. At the urging of Ray and Segura, on February 22, 2010,  
19 Ron Collins prepared a written complaint and took it to the  
20 District Office claiming that his son and another team member did  
21 not have seatbelts.

22         59. Prior to March 23, 2010, Eaglesmith had never been found  
23 to have committed an infraction during his previous ten year  
24 employment with the District. The District policy requires a  
25 verbal warning for a first-time infraction.

26         60. District policy, particularly the PCTA-PUSD collective  
27 bargaining agreement, requires that performance evaluations of  
28 certificated employees be based on the personal observations of the



1 evaluator. Segura had not formally observed his coaching  
2 performance during the season. The collective bargaining agreement  
3 also requires that the Principal evaluate the performance of  
4 coaches at the end of the season.

5 61. On October 11, 2011, Eaglesmith felt humiliated in front  
6 of his colleagues by Willits' and Oestreich's conduct stripping him  
7 of his prescription glasses and visor cap.

8 62. No adult dress code existed on or prior to October 11,  
9 2011.

10 63. Eaglesmith satisfied requirements of the California  
11 Education Code and the federal No Child Left Behind Act to be rated  
12 "highly qualified" and therefore was eligible to teach in the  
13 opportunity class position he applied for at Greenville in 2011.

14 64. District administrators demonstrated their discriminatory  
15 animus toward J.C. Eaglesmith by refusing to enforce District  
16 policies and/or follow District practices on his behalf, but  
17 enforcing and following them on behalf of similarly-situated  
18 District employees.

19 65. District administrators demonstrated their discriminatory  
20 animus toward Eaglesmith by their refusal to explain their conduct,  
21 inconsistent explanations of their conduct, and or explanations  
22 that lack credibility.

23 66. Eaglesmith engaged in protected activity by making  
24 complaints that the District discriminated against him because of  
25 his national ancestry and spiritual beliefs and practice, and  
26 because he advocated compliance with laws prohibiting  
27 discrimination, harassment and retaliation.

28 67. The District treated Eaglesmith adversely when it

1 disciplined him, negatively evaluated his performance as the Head  
2 Coach, and refused to hire him as Head Coach of the QHS Boys  
3 Basketball Program for the 2010-2011 year.

4 68. Eaglesmith's national origin, spiritual beliefs and  
5 practices, and protected activity were a substantial motivating  
6 factor for the adverse actions taken against Eaglesmith.

7 69. Eaglesmith was harmed by losing wages, earnings,  
8 benefits, and suffering humiliation, mental anguish and emotional  
9 distress.

10 70. The District's adverse actions, including the discipline  
11 and negative evaluation it issued to him, and its refusal to hire  
12 him as Head Coach for the 2020-2011 year was a substantial factor  
13 in causing Eaglesmith's harm.

14 71. The district owes Eaglesmith for lost wages and lost  
15 benefits, for the period December 9, 2010 through the end of the  
16 2010-2011 school year, and for the lost coach's stipend for the  
17 2010-2011 year.

18 72. The amount of unpaid wages to Eaglesmith is \$45,404 for  
19 the period December 9, 2010 - June 2011. His future economic loss  
20 is \$11,757.

21 73. The District willfully failed to pay the wages owed to  
22 Eaglesmith.

23 Plaintiffs' Disputed Facts - Plaintiff Eileen Cox:

24 1. Cox had been assigned as an Instructional Aide to special  
25 education teacher Piers Strailey, prior to his retirement in June  
26 2011. His classroom (Room 11) was her base of operations as she  
27 performed duties as an aide assisting special education students in  
28 other classrooms.

1           2.     Cox has at all times been the director of the only  
2 private dance studio in Quincy. It is known as the Footloose Dance  
3 Studio, offers dance instruction to people of all ages, and employs  
4 Ramona Eaglesmith, J.C. Eaglesmith's wife, as one of its  
5 instructors, coaches and choreographers. Ramona Eaglesmith and  
6 Eileen Cox have taught dance to hundreds of students together.  
7 They also collaborated during the past few years in the production  
8 of numerous dance presentations at QHS and other public venues.

9           3.     At the beginning of the 2010-2011 school year, Eileen Cox  
10 had been employed by the District for thirty years. District  
11 administrators had issued to her consistently favorable performance  
12 evaluations during all those years.

13           4.     Eaglesmith presented letters of support to Superintendent  
14 Harris on January 25, 2010, in response to Segura's claim to his  
15 PCTA representatives in December 2009 that he had no support on the  
16 staff or in the community.

17           5.     On June 29, 2010, Segura barred Eileen Cox and the  
18 special education student to which she was assigned from the QHS  
19 campus.

20           6.     On July 1, 2010, Segura and Superintendent Harris  
21 confronted Cox in the QHS parking lot and demanded that she turn  
22 over her master keys.

23           7.     On August 22, 2010, a few days before the school year  
24 began for students, the QHS school secretary informed Cox that she  
25 would not be welcome at the in-service meeting for teachers.

26           8.     District policy requires that performance evaluations and  
27 the evaluation process for classified employees perform a remedial  
28 function. Any negative evaluation shall include specific

1 recommendations for improvement and offer for assistance to the  
2 employee. The evaluation process is not to be used for punitive.

3 9. On August 25, 2010, Segura alleged that there were  
4 inadequacies in paperwork that Cox completed for her position as  
5 QHS Vocational Specialist

6 10. In August 2010, Segura unilaterally eliminated the  
7 Sunshine Club, a project Cox had created.

8 11. On September 2, 2010, Segura verbally reprimanded Cox  
9 because she did not accompany her student continually while she  
10 stood in line for nutrition break.

11 12. On September 13, 2010, Segura disciplined Cox for  
12 inviting the former coordinator of the Workability Program, a non-  
13 District employee, into her classroom. On the same date she  
14 disciplined Cox for speaking with the parent of her 1-on-1 student.

15 13. On October 29, 2010, Segura accused Cox of making  
16 negative remarks about Segura out of her presence, in locations and  
17 at times Segura refused to specify, and that the remarks were  
18 described to Segura by witnesses she would not identify. Segura's  
19 accusations included an allegation that Cox made critical comments  
20 about her off-campus during non-work hours. Segura threatened her  
21 with discipline unless she apologized for making the alleged  
22 derogatory statements. Although Segura refused to specify what she  
23 was accusing Cox of having said, when, where and to whom, Cox  
24 apologized, and at the same time denied ever having said anything  
25 negative about Segura.

26 14. On November 5, 2010, Piers Strailey helped Cox file a  
27 District Complaint concerning Segura's threat of discipline unless  
28 Cox apologized for allegedly making negative comments about her

1 during non-work hours at a non-work location.

2 15. On November 8, 2010, Cox filed a District Complaint  
3 complaining that District administrators, including Segura and Ray,  
4 discriminated and retaliated against her and harassed her because  
5 she communicated to them her support of J.C. Eaglesmith.

6 16. On November 8, 2010, CSEA filed a grievance on Cox's  
7 behalf alleging that Segura treated her with hostility because of  
8 her association with J.C. Eaglesmith.

9 17. On November 18, 2010, Cox filed another District  
10 Complaint complaining that District administrators violated Board  
11 policies and regulations that prohibit discrimination, retaliation  
12 and harassment.

13 18. On December 3, 2010, Cox received a letter from Segura,  
14 dated December 2, 2010, stating that she will not support her  
15 getting a job she sought at Pioneer Elementary School.

16 19. On December 14, 2010, Cox resigned her vocational  
17 specialist position, effective January 3, 2011.

18 20. On January 10, 2011, Segura gave Cox a memo and form she  
19 was to fill out at fifteen and thirty minute intervals and turn in  
20 the following day. She was to use the form to describe her  
21 activities during those intervals.

22 21. On January 10, 2011, Segura, Ray and one of the special  
23 education teachers to whom she was assigned entered the classroom  
24 to observe her performance. As a consequence, at various times  
25 there were from five to seven adults in the classroom of nine  
26 special education students.

27 22. On January 16, 2011, Cox filed a District Complaint  
28 alleging that Segura's conduct violated District policies and

1 regulations against discrimination, harassment and retaliation.

2 23. On January 19, 2011, Cox filed her third District  
3 Complaint alleging that Segura discriminated, created a hostile  
4 work environment, and retaliated against her.

5 24. On January 24, 2011, Cox filed an Incident Report with  
6 District administrators complaining of the way Segura was treating  
7 her.

8 25. On January 28, 2011, Segura issued to Cox a negative  
9 performance evaluation. Segura rated Cox as "Needs Improvement" in  
10 three categories and "Satisfactory" in three categories. She gave  
11 Cox a general rating of "D:" "A fairly good employee who, although  
12 not yet demonstrating average or better performance, may be capable  
13 of such with added experience and proper guidance."

14 26. On February 7, 2011, Cox filed an additional Incident  
15 Report with District administrators complaining of the way Segura  
16 was treating her.

17 27. On February 14, 2011 Cox appealed the negative  
18 performance evaluation she received from Segura on January 28,  
19 2011.

20 28. On March 29, 2011, Cox filed an additional Incident  
21 Report with District administrators complaining of the way Segura  
22 was treating her.

23 29. On April 21, 2011, Segura issued to Ms. Cox a negative  
24 performance evaluation for the 2010-2011 school year. Segura rated  
25 Cox "Needs Improvement" in three categories and "Satisfactory" in  
26 three categories. Again Segura gave her a general rating of "D:"  
27 "A fairly good employee who, although not yet demonstrating average  
28 or better performance, may be capable of such with added experience

1 and proper guidance.”

2 30. On August 9, 2011, Cox was granted a place on the agenda  
3 of the School Board during a regularly scheduled meeting. he  
4 presented a detailed account of actions taken by Segura that she  
5 claim negatively affected her ability to carry out her duties.

6 31. Eileen Cox is a member of a protected class by reason of  
7 her association with and support of J.C. Eaglesmith.

8 32. Since the District first employed J.C. Eaglesmith in  
9 2000, Eileen Cox associated with, assisted, and supported him in  
10 various ways that were known to administrators Ray and Segura. (a)  
11 She assisted him in his classroom at the Court School. (b) She  
12 assisted him as the Head Coach of the boys basketball program at  
13 QHS beginning in 2004. (c) She assisted him at the Tip Off Classics  
14 basketball tournament in December 2009 by using her keys to help  
15 him gain access to the QHS Gym and enable him to carry out his  
16 duties as director of the tournament. (d) She urged fellow faculty  
17 members to support Eaglesmith and the QHS Boys Basketball program.

18 33. In December 2009, Ray and Segura questioned Cox why she  
19 assisted J.C. Eaglesmith and directed her not to assist or  
20 associate with him. They questioned whether she used her key to  
21 assist Eaglesmith to enter the gym and/or the inner office. Cox  
22 communicated to Segura and Ray that she would continue to associate  
23 with, assist and support J.C. despite their attempts and statements  
24 to discourage her from doing so. She replied “Why not?”

25 34. During the 2009-2010 and 2010-2011 years, Cox saved a  
26 seat for Eaglesmith and stood up to greet him when he arrived at  
27 District-wide and school meetings conducted by Ray and Segura. She  
28 has made visible her support and her association with him by her

1 physical proximity to him at meetings of the District School Board  
2 when he and the District's treatment of him were subjects of  
3 controversy.

4 35. During 2009-2010, Cox participated in conversations with  
5 Eaglesmith and his union representative Piers Strailey, that took  
6 place in Strailey's QHS classroom, to plan Eaglesmith's and PCTA's  
7 challenge to what they reasonably believed were discriminatory and  
8 retaliatory actions against him by District administrators. Segura  
9 observed her at those meetings.

10 36. In December 2009, Cox wrote a letter of support for  
11 Eaglesmith that he had requested and gave it to him.

12 37. Eileen Cox associated with, assisted and supported Ramona  
13 Eaglesmith in various ways that were known to Ray and Segura. (a)  
14 In 2006-2007 she hired Ramona Eaglesmith as the teacher, coach and  
15 choreographer of the QHS Girls Dance Team that performed at half-  
16 time during home basketball games. Ray was the QHS Athletic  
17 Director for most of that year. (b) In 2009-2010, she responded to  
18 a request by Segura by hiring Ramona to teach dance to a group of  
19 QHS students in Segura's presence. (c) In early 2010, Cox attended  
20 meetings with QHS high school girls at which Segura granted them  
21 permission to form a QHS Dance team, establish dance as a school  
22 sport at the high school, and recruit a coach for the team. The  
23 girls expressed their desire at those meetings to have Ramona  
24 Eaglesmith selected as the QHS dance team coach. (d) Cox helped the  
25 QHS girls write a QHS Dance Team proposal and spoke at an August  
26 13, 2010 meeting with Segura and Ray advocating that Ramona be  
27 selected as the Dance Team coach in which event she would receive a  
28 stipend from the District for coaching.



1           38. On May 13, 2010, Segura threatened members of the QHS  
2 Girls Cheer Team that they would be disqualified from the team if  
3 they took private dance lessons during the 2010-2011 school year.  
4 Segura did not explain the rationale for her directive.

5           39. At the time of Segura's May 2010 directive, Cox's  
6 Footloose Dance Studio was offering cheer team members the same  
7 opportunity it had provided to members of the cheerleading team  
8 during the previous year. In 2009-2010, Footloose offered a  
9 special opportunity to members of the QHS Cheer Team. It invited  
10 them to take a jazz conditioning class from Ramona Eaglesmith at  
11 which they also learned dance steps. Between ten and twelve  
12 members attended that class. In the past, Footloose had also  
13 provided a conditioning class to boys participating in the QHS  
14 athletic program. At those times, Footloose scheduled its classes  
15 so they would not conflict with team practice. Participation was  
16 voluntary and in many cases fees were waived. Nevertheless,  
17 barring students from taking classes in 2010-2011 reduced the  
18 income of the studio and Ramona Eaglesmith.

19           40. The IEP of the special needs student who was assigned to  
20 Cox directed Cox to spend time with her on the campus during the  
21 summer months to transition her from elementary school to the QHS  
22 middle school.

23           41. Cox had master keys during most of her 30 year career  
24 with the District. She had used them to provide access to the QHS  
25 Gym by Eaglesmith during the 2009-2010 basketball season. Although  
26 Segura required Cox to turn in her keys, many classified employees  
27 retained their master keys.

28           42. On August 13, 2010, Cox advocated to Ray and Segura on

1 behalf of the girls who were forming a QHS Dance Team that they  
2 select Ramona Eaglesmith as its coach and choreographer. They  
3 ordered that Cox not assist teachers or coaches. They made clear  
4 that the Eaglesmiths should not be part of anything at QHS, and  
5 that her association with them would be bad. They told her that  
6 the girls could not have a Dance team if Ramona had anything to do  
7 with it because "the Eaglesmiths play the race card and that will  
8 not be tolerated."

9 43. In August 2010, after her August 13, 2010 meeting with  
10 Ray and Segura, Cox removed Ramona Eaglesmith's name from the QHS  
11 Dance Team proposal that the girls presented to Segura and Ray.  
12 The QHS Dance Team thereafter during 2010-2011 performed at QHS  
13 events, was publicly recognized as the QHS Dance Team, and its  
14 participants received official school letters and certificates.

15 44. On approximately August 23, 2010, prior to the beginning  
16 of the students' school year, Segura removed the belongings,  
17 materials, student files and records, and desk of Eileen Cox from  
18 Room 11, her former base of operations and placed them in a storage  
19 closet at QHS. She did not impose those conditions on similarly-  
20 situated QHS employees.

21 45. On August 25, 2010, Segura and administrator Willits took  
22 Cox to the storage area where Segura had placed Cox's papers and  
23 threw away her records without regard to the required retention  
24 periods, legal requirements and personal significance to her.

25 46. Immediately prior to the beginning of the school year,  
26 Segura removed Cox's "workability" and other records from the  
27 previous year. She threw away some of Cox's records. A few days  
28 later, she accused Cox of not having sufficient record of her past

1 year's work as a Vocational Specialist.

2 47. Beginning at the opening of the 2010-2011 school year,  
3 Segura denied Cox a location at the QHS campus to serve as her base  
4 of operations at QHS. Segura required Cox to appear each day in  
5 the main office to await her assignment. Segura provided to other  
6 Instructional Aides a desk and classroom to serve as their base of  
7 operations.

8 48. Segura took away Cox' keys, thereby denying her access to  
9 the rest room. She required Cox for several weeks to enlist a staff  
10 member or student to accompany her to, and enable her to enter, the  
11 rest room. Then, Segura required her to go to the main office to  
12 obtain a key to enter a rest room. Later, she ordered Cox to write  
13 her name on the white board in the classroom prior to leaving to  
14 use the rest room. Segura did not impose those requirements or  
15 conditions on similarly-situated employees.

16 49. On August 25, 2010, the second day of school, for the  
17 first time in Cox's 30-year District employment, a District  
18 administrator, Segura, accused her of incompetence.

19 50. During the prior two years she served in that position  
20 (2008-2009 and 2009-2010), Cox's performance was not criticized by  
21 anyone, including her immediate supervisor, the District Vocational  
22 Specialist Coordinator. Nor was her paperwork criticized by any  
23 other District Administrator.

24 51. The Sunshine Club that Cox had created, supported  
25 employees by acknowledging various successes and sadness in their  
26 lives. Segura claimed that teachers did not want the program.  
27 Teachers told Cox otherwise.

28 52. Segura prevented Cox from fulfilling her obligation under

1 federal law to implement the requirements of her special education  
2 student's Individual Education Plan (IEP). Segura overrode  
3 requirements established by the official committee that formulated  
4 the IEP.

5 53. During Cox's scheduled time to complete work, she was  
6 locked out of room 11 on several days, including September 9, 22;  
7 October 7; November 4, 17, 19, 22, and 30.

8 54. During the 2010-2011 evaluation process, Segura  
9 instituted a separate set of rules for Cox that were not set by the  
10 special education teachers to which she was assigned. On September  
11 10, 2010, Segura ordered that her special education student could  
12 not accompany her to the copy room, an experience Cox has used as a  
13 positive enforcement tool. On November 22, 2010, Segura changed  
14 Cox's assignment by directing that she not leave the classroom of  
15 the Special Education teacher to whom she was assigned. On January  
16 4, 2011, Segura directed Cox to cease enlarging print for a 1-on-1  
17 student, and directed that she call another aide from another  
18 classroom to get whatever needs copying or taken care of outside  
19 the classroom for the student. These directives differed from the  
20 requirements that Segura applied to the other QHS Instructional  
21 Aides.

22 55. Segura directed Cox to attend disciplinary meetings;  
23 informed her that she had a right to representation at the meeting  
24 by her CSEA representative, a right employees have under the  
25 collective bargaining agreement at any disciplinary meeting;  
26 criticized her conduct; admonished her to change her conduct; gave  
27 Cox verbal warnings, a form of discipline under District policy;  
28 and threatened her with harsher consequences if she failed to

1 correct her behavior.

2 56. On September 10, 2010, Segura and Ray also threatened Cox  
3 with discipline if she requested that a union representative be  
4 present during a meeting Segura had announced as disciplinary.

5 57. On September 17, 2010, Segura and Ray barred Eileen Cox  
6 from volunteering her services at District programs and events.  
7 Cox had "worked the gate" at almost all sporting events during her  
8 30 year career at QHS. Ray claimed that there were other  
9 volunteers to replace Cox, but the District thereafter had to pay  
10 for those services.

11 58. In the face of continuing accusations of misconduct and  
12 incompetence, Cox sought medical help to cope with and recover from  
13 accusations she considered false and hurtful. On October 13, 2010,  
14 after having been referred by her family physician, she began to  
15 meet with a licensed clinical social worker for counselling. She  
16 had never previously sought counselling or therapy.

17 59. District policy guarantees that discipline only be issued  
18 for "just cause." That requirement bars the employer from imposing  
19 discipline without specifying, among other facts, what omission or  
20 commission the employee is being charged with.

21 60. On November 16, 2010, after CSEA complained that Segura  
22 denied Cox a key and about the other requirements Segura imposed on  
23 her to gain access to the restroom, Segura removed the external  
24 locks on the staff rest rooms. Segura's removal of the locks  
25 caused Cox's co-workers to be angry about lack of security, and to  
26 blame Cox for the new policy.

27 61. On December 2, 2010, Segura summoned her and required her  
28 to wait outside her office. Cox overheard Segura tell Bruce

1 Williams that Segura would do anything to get rid of her.

2 62. Despite the advice of a special education teacher to  
3 which Cox was assigned, who recommended that the student with whom  
4 she worked should be assisted during the school day for short  
5 periods by several different aides, Segura assigned Cox mid-year to  
6 be the student's sole aide for 6.5 hours a day.

7 63. On December 16, 2010, Segura verbally reprimanded Cox for  
8 attending a Workability meeting at the District Office. As the QHS  
9 Vocational Specialist, Cox was part of the Workability program.

10 64. On January 3, 2011, Segura accosted Cox in the copy room,  
11 demanded to know what she was doing, followed her to the main  
12 office, demanded a yellow pad so she could document what Cox was  
13 doing, and sat behind her in a classroom for twenty minutes taking  
14 notes. On the same date, Segura yelled at Cox for attending a  
15 staff collaboration meeting.

16 65. On January 6, 2011, a special education teacher told Cox  
17 that Segura had directed him to "shadow" her, take notes  
18 documenting her activities and location, and report the information  
19 to Segura to be used as a basis of discipline or negative  
20 evaluation. The shadowing disrupted the special education program.  
21 Segura did not subject similarly-situated employees to the same  
22 evaluation process, specifically the "shadowing."

23 66. Their presence caused Cox's special education student to  
24 have a difficult day.

25 67. Segura did not require similarly-situated employees to  
26 fill out a form that detailed their activities in fifteen and  
27 thirty minute intervals.

28 68. On January 25, 2011, Cox stopped by the main office to

1 say "good morning" to a staff person before work hours. Later, the  
2 staff person told her that Segura had asked her why Cox was in the  
3 office.

4 69. On January 25, 2011, a Central Office administrator  
5 acknowledged that she was aware of the treatment by Segura that Cox  
6 complained of, that she is "on Cox's side," but that she had to  
7 defer to Segura because she is the site administrator.

8 70. Segura's demeanor toward Cox included standing up,  
9 getting close to her face, pointing at her, yelling accusations,  
10 including that she was incompetent, and screaming down the hall  
11 directing her to get back in the classroom.

12 71. The District treated Eileen Cox adversely by imposing  
13 discipline on her and engaging in a course of conduct in 2010-2011  
14 by which Segura purported to evaluate her performance in violation  
15 of the remedial purpose and procedures required by the State  
16 Education Code and the collective bargaining agreement, and,  
17 instead, was used as an instrument to "get rid of" Ms. Cox from QHS  
18 and or the District.

19 72. District treated Eileen Cox adversely because they  
20 perceived her to be associated with, and supportive of, J.C.  
21 Eaglesmith and Ramona Eaglesmith.

22 73. District administrators revealed their discriminatory  
23 animus against Eileen Cox by subjecting her to disparate treatment  
24 compared to similarly situated staff members who Segura and Ray did  
25 not perceive as associating with, and supporting, J.C. Eaglesmith.

26 74. Eileen Cox engaged in protected activity by (1) making  
27 complaints that District administrators were discriminating and  
28 retaliating against her because of her association with and support

1 for J.C. Eaglesmith and Ramona Eaglesmith, and (2) advocating  
2 compliance with State and Federal laws that protect public  
3 employees against discrimination and retaliation.

4 75. Eileen Cox's perceived association with and support of  
5 J.C. Eaglesmith and Ramona Eaglesmith, and her protected activity  
6 were a substantial motivating factor for the District's adverse  
7 action against Eileen Cox.

8 76. Eileen Cox was harmed by losing benefits, and suffering  
9 humiliation, mental anguish and emotional distress.

10 77. The District's adverse actions were a substantial factor  
11 in causing harm to Eileen Cox.

12 78. The District owes Cox for lost benefits during the period  
13 she has received counseling.

14 79. The amount of unpaid benefits for that period are  
15 (currently updating amount).

16 80. The District willfully failed to pay the benefits owed to  
17 Cox.

18 Defendants' Disputed Facts - Plaintiff J.C. Eaglesmith:

19 1. Eaglesmith was not excluded from the coaches' office at  
20 QHS, nor was he accused of theft during the 2009/2010 school year.  
21 The District changed the lock on the door to the coaches' office,  
22 which affected all employees and coaches equally, including the  
23 principal who did not have a key.

24 2. Eaglesmith was never directed to change his clothes in a  
25 janitor's closet.

26 3. Eaglesmith had access to the coaches' locker room and  
27 toilet room at all times during the 2009/2010 basketball season.

28 4. Eaglesmith's allegations regarding the use of the locker



1 room and coaches' office were simple miscommunications or  
2 misunderstandings by Eaglesmith as found by the District  
3 investigator.

4 5. Eaglesmith received support from Segura or Ray regarding  
5 junior varsity coach Howard Hughes's alleged insubordination  
6 during the 2009/2010 basketball season. Segura even instituted  
7 weekly meetings with Eaglesmith and Hughes in an effort to resolve  
8 this issue. Eaglesmith's Native American ancestry was never  
9 raised by Hughes, nor did it figure in any discussions of Hughes's  
10 failure to follow Eaglesmith's directions.

11 6. Eaglesmith's complaints during the basketball season  
12 2009/2010 at QHS include events that did not involve him, that he  
13 did not personally witness and which are completely unconnected to  
14 any employment action taken against him or his Native American  
15 ancestry, e.g., fighting between the JV and Varsity teams, or  
16 complaints to CPS about a football coach Bryon Hughes, the son of  
17 Howard Hughes. These complaints are irrelevant to the case.

18 7. Eaglesmith was not rehired as head coach for the  
19 2010/2011 season because he received an unsatisfactory coaching  
20 evaluation from the 2009/2010 season.

21 8. Eaglesmith's Native American ancestry played no role in  
22 any decision made by Segura or the District.

23 9. Defendants Segura and Ray treated Eaglesmith no  
24 different from Mike Woodlee.

25 10. The collective bargaining agreement progressive  
26 discipline and evaluation procedures are inapplicable to the head  
27 basketball part-time extra duty positions.

28 11. The District hired an independent investigator to

1 investigate all of Eaglesmith's claims of discrimination and  
2 retaliation and that investigator found no evidence of  
3 discrimination or retaliation.

4 12. Defendant Jeff Ray was not Eaglesmith's supervisor.

5 13. Defendant Jeff Ray made no decisions affecting  
6 Eaglesmith's employment.

7 14. Defendant Jeff Ray never made any derogatory remarks to  
8 Eaglesmith regarding his religion or spiritual beliefs.

9 15. Defendant Sue Segura never made any derogatory remarks  
10 to Eaglesmith regarding his religion or spiritual beliefs.

11 16. Defendant Jeff Ray never made any derogatory remarks to  
12 Eaglesmith regarding his Native American ancestry.

13 17. Defendant Sue Segura never made any derogatory remarks  
14 to Eaglesmith regarding his Native American ancestry.

15 18. Neither Defendant Ray or Segura ever treated Eaglesmith  
16 differently because of his national origin or religion.

17 19. The District never treated Eaglesmith differently  
18 because of his national origin or religion.

19 20. District administrators asked Eaglesmith to remove his  
20 baseball cap in October 2010 at a staff meeting held indoors  
21 because they were enforcing the student dress code which they  
22 believed in good faith was also applicable to staff. Eaglesmith  
23 was not the only staff member asked to remove a hat.

24 21. Eaglesmith acted in an insubordinate manner towards his  
25 supervisor Oestreich on the day she asked him to remove his hat  
26 and received a written warning for that reason.

27 22. Eaglesmith has no claim for disability discrimination in  
28 this case and accordingly all issues related to his medical

1 necessity to wear dark glasses are irrelevant.

2 23. The truck parked in the District office parking lot by  
3 Yvonne Bales on November 3, 2010 had nothing to do with Eaglesmith  
4 or any employment action taken against him.

5 24. The District investigated Eaglesmith's complaint about  
6 the truck and it was not related to Eaglesmith in any manner.

7 25. The District prohibited Yvonne Bales from bringing the  
8 truck onto District property immediately after learning she had  
9 parked it in the District office on November 3, 2010.

10 26. Eaglesmith's request to transfer to Greenville was  
11 denied in 2011 because he did not possess the required special  
12 education credential.

13 27. Eaglesmith requested and received a transfer to his  
14 current position because the District was able to waive the  
15 multiple subject credential requirement.

16 28. Eaglesmith claims the \$2534 stipend paid to the head  
17 basketball coach at QHS for the 2010/2011 season as part of his  
18 damages because he was not rehired. Because the District had a  
19 legitimate business reason for its hiring decision, Eaglesmith  
20 suffered no such damage.

21 29. Eaglesmith cannot connect his leave of absence from  
22 December 9, 2010 to June 2011 to any unlawful discrimination based  
23 on his Native American ancestry.

24 30. Eaglesmith lost no more than \$12,062 while on leave from  
25 December 9, 2010 to June 2011 as Eaglesmith received differential  
26 pay and credit for sick days. Eaglesmith did not lose any  
27 benefits during this timeframe. Also, Eaglesmith failed to  
28 mitigate his damages as he did not apply for disability benefits.

1           31. Eaglesmith cannot link any of his alleged damages to any  
2 discriminatory or retaliatory act by Defendants.

3           Defendants' Disputed Facts - Plaintiff Eileen Cox:

4           1. Cox was not subjected to any disciplinary action by the  
5 District.

6           2. Cox did not suffer any monetary loss whatsoever at any  
7 time during her employment with the District as she never lost any  
8 hours.

9           3. As a Vocational Specialist, Cox's job duties included  
10 assisting students in completing Individual Transition Plans  
11 ("ITPs"). Cox failed to properly complete ITPs as a Vocational  
12 Specialist at QHS from 2009/2011.

13           4. Tori Willits, the Director of Education Services (which  
14 included special education) was not satisfied with Cox's  
15 performance as a Vocational Specialist in 2009/2010, but she did  
16 not make Segura aware of her dissatisfaction until August 2010.

17           5. During an August 2010 administrative meeting, Willits  
18 told Segura that QHS's ITPs were not acceptable.

19           6. When Segura evaluated Cox for the 2010/2011 school year,  
20 she contacted Willits to ask how Cox was doing in the Vocational  
21 Specialist position, and Willits told her, "Not good."

22           7. Several of Cox's ITPs stated that the student's goal was  
23 to administer the assessment test upon the student's graduation  
24 from high school.

25           8. Piers Strailey was the special education teacher Cox  
26 worked under in 2009/2010. He testified at his deposition that  
27 Cox did not always administer career tests to students and did not  
28 always complete her ITPs, even though both were part of her job

1 duties.

2 9. A master key was not required for Cox to use the  
3 restroom.

4 10. Special education aides are not assigned offices or  
5 desks.

6 11. Cox has no claim in this case related to her dance  
7 studio Footloose, her dance team, or the QHS dance team.

8 12. Cox never made the District aware of her support for  
9 Eaglesmith before she received a "Needs Improvement" on her  
10 performance evaluation for school year 2010/2011.

11 13. The District never made any decision about Cox's job  
12 performance based upon her association with or support of  
13 Eaglesmith.

14 14. For the special education aide position, Segura received  
15 input from a new teacher Cox worked under in 2010/2011, and based  
16 on this input, Segura rated Cox as "Needs Improvement" in some of  
17 the categories in that evaluation.

18 15. The District had legitimate reasons for the "Needs  
19 Improvement" remarks in Cox's evaluations because Cox performed  
20 poorly in certain aspects of her job duties in 2010/2011.

21 16. Cox's job duties were not changed, nor were the terms  
22 and conditions of her employment.

23 17. Cox suffered no damage.

24 18. Cox never lost any wages.

25 19. Cox never filed any complaint of discrimination against  
26 Segura.

27 20. Cox never voiced her support of Eaglesmith to Segura.

28 ///

1 VI. DISPUTED EVIDENTIARY ISSUES

2 Plaintiffs' Disputed Evidentiary Issues:

3 Plaintiffs intend to file a motion in limine to exclude any  
4 evidence concerning prior lawsuits in which J.C. Eaglesmith was a  
5 plaintiff on the ground that such evidence is not relevant to the  
6 issues in the instant lawsuit.

7 Defendants' Disputed Evidentiary Issues:

8 Defendants anticipate the following evidentiary issues that  
9 they will address in motions in limine:

10 (1) Specific incidents of alleged discrimination and  
11 harassment by Eaglesmith during his tenure as head QHS basketball  
12 coach during the 2004-2007 timeframe.

13 (2) Any evidence related to the pickup truck Yvonne Bales  
14 parked in the District office parking lot on November 3, 2010.

15 (3) Limitation on evidence to incidents that could  
16 reasonably be found to be adverse employment actions, which must  
17 be something that materially affected the terms or conditions of  
18 plaintiffs' employment.

19 (4) Testimony and evidence regarding claims by former  
20 Plaintiffs Ramona Eaglesmith and Bruce Barnes.

21 (5) Testimony and evidence regarding the employment status  
22 of Glenn Harris, Jeff Ray or Sue Segura.

23 (6) Testimony and evidence regarding any prior complaints  
24 against Glenn Harris before his hire at the District.

25 (7) Testimony and evidence regarding Eileen Cox's emotional  
26 distress claim by Kathleen Hughes.

27 (8) Testimony and evidence by Michael Chelotti.

28 (9) Testimony and evidence regarding the alleged comment by

1 Bruce Williams in 2006 that Eaglesmith was a "big, scary Indian."

2 (10) Testimony and evidence regarding Justus Eaglesmith  
3 allegedly not being allowed to serve as ball boy and being  
4 instructed on how to say the Pledge of Allegiance.

5 (11) Testimony and evidence regarding the 2006 Thanksgiving  
6 presentation by the Eaglesmith family at QHS and Taylorsville  
7 Elementary.

8 (12) Testimony and evidence about the Footloose Dance Studio,  
9 or the QHS dance team.

10 (13) Testimony and evidence about the OCR complaint filed in  
11 the 1990s against the District regarding issues of student  
12 discipline.

#### 13 VII. RELIEF SOUGHT

14 Plaintiffs seek actual damages (including lost wages,  
15 earnings, benefits), compensatory damages (for humiliation, mental  
16 anguish and emotional distress); an award of attorneys' fees and  
17 costs of suit; plus interest at the prevailing rate.

18 Defendants seek costs plus interest at the prevailing rate,  
19 and potentially attorneys' fees for Plaintiffs' filing of  
20 frivolous claims.

#### 21 VIII. POINTS OF LAW

22 Trial briefs shall be E-filed with the court no later than  
23 seven (7) days prior to the date of trial, i.e., May 13, 2013. Any  
24 points of law not previously argued to the Court should be briefed  
25 in the trial briefs.

#### 26 IX. ABANDONED ISSUES

27 The parties are not aware of any abandoned issues in this  
28 case.

1 X. WITNESSES

2 Plaintiffs expect to present the witnesses listed in Exhibit  
3 A, attached hereto.

4 Defendants expect to present the witnesses listed on Exhibit  
5 B, attached hereto.

6 Plaintiffs have issued a subpoena to the District's current  
7 superintendent Micheline Miglis. Superintendent Miglis is a new  
8 hire and Defendants contend that she has no personal knowledge  
9 regarding any claim stated by either Plaintiff in this case. The  
10 Defendants may file a motion to quash this subpoena which  
11 plaintiffs intend to oppose.

12 Each party may call a witness designated by the other.

13 A. No other witnesses will be permitted to testify unless:

14 (1) The party offering the witness demonstrates that the  
15 witness is for the purpose of rebutting evidence which could not be  
16 reasonably anticipated at the Pretrial Conference, or

17 (2) The witness was discovered after the Pretrial  
18 Conference and the proffering party makes the showing required in  
19 "B" below.

20 B. Upon the post-Pretrial discovery of witnesses, the  
21 attorney shall promptly inform the court and opposing parties of  
22 the existence of the unlisted witnesses so that the court may  
23 consider at trial whether the witnesses shall be permitted to  
24 testify. The evidence will not be permitted unless:

25 (1) The witnesses could not reasonably have been  
26 discovered prior to Pretrial;

27 (2) The court and opposing counsel were promptly  
28 notified upon discovery of the witnesses;



1 (3) If time permitted, counsel proffered the witnesses  
2 for deposition;

3 (4) If time did not permit, a reasonable summary of the  
4 witnesses' testimony was provided opposing counsel.

5 XI. EXHIBITS, SCHEDULES AND SUMMARIES

6 Plaintiffs expect to offer the exhibits listed on Exhibit C,  
7 attached hereto.

8 Defendants expect to offer the exhibits listed on Exhibit D,  
9 attached hereto. The exhibits have been renumbered by the Court  
10 and all duplicate exhibits have been removed from the exhibit  
11 lists.

12 Each party may use an exhibit designated by the other.

13 A. No other exhibits will be permitted to be introduced  
14 unless:

15 (1) The party proffering the exhibit demonstrates that  
16 the exhibit is for the purpose of rebutting evidence which could  
17 not be reasonably anticipated at the Pretrial Conference, or

18 (2) The exhibit was discovered after the Pretrial  
19 Conference and the proffering party makes the showing required in  
20 paragraph "B," below.

21 B. Upon the post-Pretrial discovery of exhibits, the  
22 attorneys shall promptly inform the court and opposing counsel of  
23 the existence of such exhibits so that the court may consider at  
24 trial their admissibility. The exhibits will not be received  
25 unless the proffering party demonstrates:

26 (1) The exhibits could not reasonably have been  
27 discovered prior to Pretrial;

28 (2) The court and counsel were promptly informed of

1 their existence;

2 (3) Counsel forwarded a copy of the exhibit(s) (if  
3 physically possible) to opposing counsel. If the exhibit(s) may  
4 not be copied, the proffering counsel must show that he has made  
5 the exhibit(s) reasonably available for inspection by opposing  
6 counsel.

7 As to each exhibit, each party is ordered to exchange copies  
8 of the exhibit not later than fourteen (14) days before trial.  
9 Each party is then granted five (5) days to file and serve  
10 objections to any of the exhibits. In making the objection, the  
11 party is to set forth the grounds for the objection. The parties  
12 shall pre-mark their respective exhibits in accord with the Court's  
13 Pretrial Order. Exhibit stickers may be obtained through the  
14 Clerk's Office. An original and one (1) copy of the exhibits shall  
15 be presented to Harry Vine, Deputy Courtroom Clerk, at 8:30 a.m. on  
16 the date set for trial or at such earlier time as may be agreed  
17 upon. Mr. Vine can be contacted at (916) 930-4091 or via e-mail  
18 at: [hvine@caed.uscourts.gov](mailto:hvine@caed.uscourts.gov). As to each exhibit which is not  
19 objected to, it shall be marked and may be received into evidence  
20 on motion and will require no further foundation. Each exhibit  
21 which is objected to will be marked for identification only.

## 22 XII. DISCOVERY DOCUMENTS

23 Plaintiffs expect to introduce the video deposition testimony  
24 of James Lake (see Exhibit E attached hereto).

25 Defendants expect to present all testimony by live witnesses.

## 26 XIII. FURTHER DISCOVERY OR MOTIONS

27 Pursuant to the court's Status Conference Order, all discovery  
28 and law and motion was to have been conducted so as to be completed

1 as of the date of the Pretrial Conference. That order is  
2 confirmed. The parties are free to do anything they desire  
3 pursuant to informal agreement. However, any such agreement will  
4 not be enforceable in this court.

5  
6 XIV. STIPULATIONS

7 The parties agree to authenticate by stipulation all  
8 documents prepared by Defendants and produced to Plaintiffs in  
9 discovery. Further, the parties agree to authenticate by  
10 stipulation all documents prepared by Plaintiffs and produced to  
11 Defendants in discovery. By "prepared" the parties intend to mean  
12 that the documents were authored by an employee or representative  
13 of the District on behalf of the District, or by one of the  
14 Plaintiffs. By agreeing to this stipulation neither party waives  
15 the right to later dispute the authenticity of a particular  
16 document if that document does not clearly fit within this  
17 stipulation.

18 XV. AMENDMENTS/DISMISSALS

19 Plaintiffs and Defendants do not anticipate any further  
20 amendments or dismissals.

21 XVI. FURTHER TRIAL PREPARATION

22 A. Counsel are directed to Local Rule 285 regarding the  
23 contents of trial briefs. Such briefs should be E-filed seven (7)  
24 days prior to trial, i.e., May 13, 2013.

25 B. Counsel are further directed to confer and to attempt to  
26 agree upon a joint set of jury instructions. The joint set of  
27 instructions shall be lodged via ECF with the court clerk seven (7)  
28 calendar days prior to the date of the trial, i.e., May 13, 2013,  
and shall be identified as the "Jury Instructions Without

1 Objection." As to instructions as to which there is dispute the  
2 parties shall submit the instruction(s) via ECF as its package of  
3 proposed jury instructions three days before trial, i.e., May 17,  
4 2013. This package of proposed instructions should not include the  
5 "Jury Instructions Without Objection" and should be clearly  
6 identified as "Disputed Jury Instructions" on the proposed  
7 instructions.

8 The parties shall e-mail a set of all proposed jury  
9 instructions in word format to the Court's Judicial Assistant, Jane  
10 Klingelhoets, at: [jklingelhoets@caed.uscourts.gov](mailto:jklingelhoets@caed.uscourts.gov).

11 C. It is the duty of counsel to ensure that any deposition  
12 which is to be used at trial has been lodged with the Clerk of the  
13 Court pursuant to Local Rule 133(j). The depositions shall be  
14 lodged with the court clerk seven (7) calendar days prior to the  
15 date of the trial. Counsel are cautioned that a failure to  
16 discharge this duty may result in the court precluding use of the  
17 deposition or imposition of such other sanctions as the court deems  
18 appropriate.

19 D. The parties are ordered to E-file with the court and  
20 exchange between themselves not later than one (1) week before the  
21 trial a statement designating portions of depositions intended to  
22 be offered or read into evidence (except for portions to be used  
23 only for impeachment or rebuttal).

24 E. The parties are ordered to E-file with the court and  
25 exchange between themselves not later than one (1) week before  
26 trial the portions of Answers to Interrogatories which the  
27 respective parties intend to offer or read into evidence at the  
28 trial (except portions to be used only for impeachment or

1 rebuttal).

2 F. Each party may submit proposed voir dire questions the  
3 party would like the court to put to prospective jurors during jury  
4 selection. Proposed voir dire should be submitted via ECF one (1)  
5 week prior to trial.

6 G. Each party may submit a proposed verdict form that the  
7 party would like the Court to use in this case. Proposed verdict  
8 forms should be submitted via ECF one (1) week prior to trial.

9 H. In limine motions shall be E-filed separately at least ten  
10 (10) days prior to trial, i.e., May 10, 2013. Opposition briefs  
11 shall be E-filed five (5) days prior to trial, i.e., May 15, 2013.  
12 No reply briefs may be filed.

13 XVII. SETTLEMENT NEGOTIATIONS

14 A Settlement Conference is set before Magistrate Judge Allison  
15 Claire on April 16, 2013, at 9:00 a.m.

16 Each party is directed to have a principal capable of  
17 disposition at the Settlement Conference or to be fully authorized  
18 to settle the matter on any terms at the Settlement Conference.

19 Each party is directed to submit to the chambers of Magistrate  
20 Judge Allison Claire a confidential settlement conference statement  
21 seven (7) days prior to the conference. Such statements are  
22 neither to be filed with the clerk nor served on opposing counsel.  
23 However, each party shall notify the other party that the statement  
24 has been submitted to the magistrate judge's chambers.

25 XVIII. AGREED STATEMENTS

26 See paragraph III, *supra*.

27 XIX. SEPARATE TRIAL OF ISSUES

28 As stated above, plaintiffs oppose the bifurcation of the

1 trial into two trials. Defendants request separate trials of each  
2 Plaintiff's claims against them. Defendants may file a motion to  
3 bifurcate the trial of Plaintiff J.C. Eaglesmith from that of  
4 Plaintiff Eileen Cox as Defendants believe that each Plaintiff has  
5 claims that are separate and distinct, and there is very little  
6 overlap in witnesses and no overlap in documentary evidence.  
7 Defendants contend that trying both cases together would tend to  
8 confuse the jury and the issues and would be prejudicial to  
9 Defendants. The Court has indicated that it is unlikely to grant a  
10 motion to bifurcate.

11 XX. IMPARTIAL EXPERTS/LIMITATION OF EXPERTS

12 The parties do not believe that an impartial expert or a  
13 limitation on experts is necessary.

14 XXI. ATTORNEYS' FEES

15 The matter of the award of attorneys' fees to prevailing  
16 parties pursuant to statute will be handled by motion in accordance  
17 with Local Rule 293.

18 XXII. MISCELLANEOUS

19 None.

20 XXIII. ESTIMATE OF TRIAL TIME/TRIAL DATE

21 The parties estimate ten (10) to twelve (12) court days for  
22 trial. Trial will commence on May 20, 2013, at 9:00 a.m.

23 Counsel are to call Harry Vine, Courtroom Deputy, at  
24 (916) 930-4091, one week prior to trial to ascertain the status of  
25 the trial date.

26 ///

27 ///

28 ///

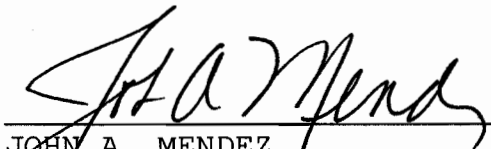
1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

XXIV. OBJECTIONS TO PRETRIAL ORDER

Each party is granted seven (7) days from the date of this  
Pretrial Order to object to it via ECF.

IT IS SO ORDERED.

DATED: March 25, 2013.

  
\_\_\_\_\_  
JOHN A. MENDEZ  
United States District Court Judge

**EXHIBIT A**



1 DAN SIEGEL, SBN 56400  
2 PETER HABERFELD, SBN 41723  
3 MICHAEL SIEGEL, SBN 269439  
4 SIEGEL & YEE  
5 499 14th Street, Suite 300  
6 Oakland, CA 94612  
7 Telephone: (510) 839-1200  
8 Facsimile: (510) 444-6698

9 Attorneys for Plaintiffs  
10 JERALD CLINTON (J.C.) EAGLESMITH  
11 and EILEEN COX

12 IN THE UNITED STATES DISTRICT COURT  
13 FOR THE EASTERN DISTRICT OF CALIFORNIA

14 JERALD CLINTON (J.C.) EAGLESMITH  
15 and EILEEN COX,

16 Plaintiffs,  
17 vs.

18 JEFF RAY, as an individual, SUE  
19 SEGURA, as an individual, and BOARD  
20 OF TRUSTEES OF PLUMAS COUNTY  
21 OFFICE OF EDUCATION/ PLUMAS  
22 COUNTY UNIFIED SCHOOL DISTRICT,

23 Defendants.

Case No. 2:11-CV-00098-JAM-JFM  
PLAINTIFFS' WITNESS LIST  
EXHIBIT A

24 Plaintiffs J.C. Eaglesmith and Eileen Cox may call the following witnesses to  
25 testify at trial in this case:

- 26 1. John Abell, 1084 Corino Real, Chico, CA 95926;
- 27 2. Yvonne Bales, 50 Church Street, Quincy, CA 95971;
- 28 3. Bruce Barnes, 205 Lundy Lane, Blairsden, CA 96103;
4. Ken Capistrand, 50 Church Street, Quincy, CA 95971;
5. Frank Carey, 50 Church Street, Quincy, CA 95971;

- 1 6. Mike Chelotti, P.O. Box 515, Greenville, CA 95947;
- 2 7. Ron Collins, P.O. Box 225, French Gulch, CA 96033;
- 3 8. Don Conn, 160 Rock Street, Portola, CA 96122;
- 4 9. Eileen Cox, Siegel & Yee, 499 14<sup>th</sup> Street, Suite 300, Oakland, CA 94612;
- 5 10. Mitzie D. Cox, 8221 Riviera Beach Drive, Las Vegas, NV 89128;
- 6 11. Beth Curtis, 1331 Garden Highway, Suite 300, Sacramento, CA 65853;
- 7 12. Liz Dutton, P.O. Box 205, Meadow Valley, CA 95956;
- 8 13. J.C. Eaglesmith, Siegel & Yee, 499 14<sup>th</sup> Street, Suite 300, Oakland, CA
- 9 94612;
- 10 14. Justus Eaglesmith, Siegel & Yee, 499 14<sup>th</sup> Street, Suite 300, Oakland, CA
- 11 94612;
- 12 15. Ramona Eaglesmith, Siegel & Yee, 499 14<sup>th</sup> Street, Suite 300, Oakland, CA
- 13 94612;
- 14 16. Joe Estrada, 190 Jenny's Lane, Fernley, NV 89408;
- 15 17. Dennis Fowler, 392 Borolo Circle, Greenfield, CA 93927;
- 16 18. Randy Gilbert, 22509 Adobe Road, Red Bluff, CA 96080;
- 17 19. Taylor Gipe, 4059 North Valley Road, Greenville, CA 95947;
- 18 20. Dr. Matt Glavich, 132 Porterville Creek Drive, Cloverdale, CA 95425;
- 19 21. Tom Goss, 2056 East Main Street, #3, Quincy, CA 95971;
- 20 22. Glenn Harris, 86 Crestview Drive, Quincy, CA 95971;
- 21 23. Robin Hood, 147 Clough Street, Quincy, CA 95971;
- 22 24. Howard Hughes, 1958 Claremont Way, #2, Quincy, CA 95971;
- 23 25. Kathleen Hughes, L.C.S.W., 711 E. Main Street, Quincy, CA 95971;
- 24 26. Cathy Hunter, 462820 Clear Creek Drive, Clear Creek, CA 96137;
- 25 27. Willie Hyman, P.O. Box 1894, Chico, CA 95927;
- 26 28. Theo Jackson, P.O. Box 3858, Quincy, CA 95971;
- 27 29. Dave Keller, 26 Crestview Drive, Quincy, CA 95971;
- 28 30. Ricky King, 140 Louisiana Avenue, Quincy, CA 95971;

- 1 31. Steve King, 140 Louisiana Avenue, Quincy, CA 95971;
- 2 32. Jonathan Kusel, Jonathan, 1657 Diamond Mountain Road, Greenville, CA
- 3 95947;
- 4 33. Jim Lake by deposition;
- 5 34. Sara Taylor Mayes; 2056 Cedar Street, Quincy, CA 95971;
- 6 35. Dan McCabe, P.O. Box 1882, Quincy, CA 95971
- 7 36. Mike McCabe, P.O. Box 1882, Quincy, CA 95971;
- 8 37. Micheline Miglis, 50 Church Street, Quincy, CA 95971;
- 9 38. Gary Miller, 50 Church Street, Quincy, CA 95971;
- 10 39. Ross Morgan, M.D., 1060 Valley View Drive, Quincy, CA 95971;
- 11 40. Laura Morrison, Ph.D., P.O. Box 979, Graeagle Village Center, Graeagle, CA
- 12 96103;
- 13 41. Terry Oestreich, 50 Church Street, Quincy, CA 95971;
- 14 42. Margo Rich Ogus, Ph.D. Economic Solutions, Inc., 438 Cambridge Avenue,
- 15 Suite 225, Palo Alto, CA 04306;
- 16 43. David Pinson, P.O. Box 1941, Blairsden, CA 96103;
- 17 44. Steve Popish, 851 Raccoon Road, Clear Creek, CA 96137;
- 18 45. Jackie Potillor, 72 North Mill Creek Road, Quincy, CA 95971;
- 19 46. Mary Ann Prewitt, 55A Redberg Ave, Quincy, CA 95971;
- 20 47. Jeff Ray, 50 Church Street, Quincy, CA 95971;
- 21 48. Harry Rogers, 4059 North Valley Road, Greenville, CA 95947;
- 22 49. Tre Ross, 72 North Mill Creek Lee Road, Quincy, CA 95971;
- 23 50. Sue Segura, 50 Church Street, Quincy, CA 95971;
- 24 51. Jack Siedman, P.O. Box 37, Bolinas, CA 94924;
- 25 52. Ashley Stevenson, 171 Bell Lane, Quincy, CA 95971;
- 26 53. Faith Strailey, P.O. Box 3012, Quincy, CA 95971;
- 27 54. Piers Strailey, P.O. Box 3012, Quincy, CA 95971;
- 28 55. Terry McDonald Taylor, 2929 Chandler Road, Quincy, CA 95971;

- 1 56. Kevin Triance, 482 Selkirk Ranch Road, Angels Camp, CA 95222;  
2 57. Donna Waller, P.O. Box 34, Portola, CA 96122;  
3 58. Melissa McIntyre Wiebe, 4310 Nelson Street, Taylorsville, CA 95983;  
4 59. Bruce Williams, 50 Church Street, Quincy, CA 95971;  
5 60. Tori Willits, 50 Church Street, Quincy, CA 95971;  
6 61. Mark Womack, 18573 Spicer Lake Court, Reno, NV 89508;  
7 62. Mike Woodlee, 530 Hillside Drive, Quincy, CA 95971;  
8 63. Martha Wright, 408 B Bell Lane, Quincy, CA 95971;  
9 64. Judi Yokum, 212 Grand Street, Greenville, CA 95947;  
10 65. Richard Zunino, 3071 Green River Court, Reno, NV 89503.  
11

12 Dated: March 15, 2013

13 SIEGEL & YEE

14  
15 By /s/Peter Haberfeld  
16 Peter Haberfeld

17 Attorneys for Plaintiffs  
18 J.C. EAGLESMITH and  
19 EILEEN COX  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT B**

## EXHIBIT B

### DEFENDANTS' TRIAL WITNESS LIST FOR THE CLAIMS BROUGHT BY PLAINTIFF J.C. EAGLESMITH:

1.	Jeff Ray, c/o Stubbs & Leone
2.	Sue Segura, c/o Stubbs & Leone
3.	Bruce Williams, c/o Stubbs & Leone
4.	Terry Oestreich, c/o Stubbs & Leone
5.	Tori Willits, c/o Stubbs & Leone
6.	Glenn Harris, c/o Stubbs & Leone
7.	Yvonne Bales, c/o Stubbs & Leone
8.	Howard Hughes, c/o Stubbs & Leone
9.	Jerry Thomas, c/o Stubbs & Leone
10.	Tim Gallagher, c/o Stubbs & Leone
11.	Danielle DeBoever, c/o Stubbs & Leone
12.	Mike Woodlee, c/o Stubbs & Leone
13.	Tom Goss, c/o Stubbs & Leone
14.	Ann Clemens, c/o Stubbs & Leone
15.	Greg Hagwood Plumas County Sheriff's Office, 1400 East Main Street, Quincy, CA 95917
16.	Jerald Clinton Eaglesmith
17.	Piers Straley, P.O. Box 3012, Quincy, California 95971
18.	Faith Straley, P.O. Box 3012, Quincy, California 95971
19.	Emily LaMoe, Minasian, Spruance, Meith, Soares & Sexton LLP, 1681 Bird Street, P.O. Box 1679, Oroville, CA 95965

**DEFENDANTS' TRIAL WITNESS LIST FOR THE CLAIMS BROUGHT BY  
PLAINTIFF J.C. EAGLESMITH:**

20.	Peter Haberfeld, Siegel & Yee, 499 14th St., Suite 220, Oakland, CA 94612
21.	Paula Buus, 68 Meadow Ln., Quincy, CA 95971
22.	Becky Grant, 2312 Chandler Rd., Quincy, CA 95971
23.	Julie Hatzell, P.O. Box 58, Meadow Valley CA 95956
24.	Lesley Froggatt, P.O. Box 3852, Quincy, CA
25.	Ron Collins, P.O. Box 30003, Cromberg, CA
26.	Mike Higginson PCTA representative, 50 Church St., Quincy, CA
27.	Ronald Taylor, Feather River College, 570 Golden Eagle Avenue, Quincy, CA 95971
28.	Jamie Cannon, Feather River College, 570 Golden Eagle Avenue, Quincy, CA 95971
29.	Ross Morgan, M.D., The Northfork Family Medicine, 1060 Valley View Drive, Quincy, CA 94571
30.	Laura Morrison, Morrison Psycho Therapy, 7597 Highway 89, Suite 4, Graeagle, CA
31.	Kim Retallac, c/o Stubbs & Leone
32.	Mary Beth McLeod and/or representative of the Office of Civil Rights, U.S. Department of Education
33.	Somari Thunder and/or representative of the Department of Fair Employment and Housing

**RETAINED EXPERTS**

34.	Andrew James Jolievette, Ph.D., 1600 Holoway Avenue, San Francisco, California 94132
35.	Patrick M. Delangis, CPA/CFF, CFE, CFFA, Ueltzen & Company, LLP, 3600 American River Drive, Suite 150, Sacramento, California 95864

36.	Jeffrey Gould, M.D., 350 Parnassus Avenue, Suite 309, San Francisco, California
-----	---

**DEFENDANTS' TRIAL WITNESS LIST FOR THE CLAIMS BROUGHT BY PLAINTIFF EILEEN COX:**

1.	Sue Segura, c/o Stubbs & Leone
2.	Bruce Williams, c/o Stubbs & Leone
3.	Terry Oestreich, c/o Stubbs & Leone
4.	Tori Willits, c/o Stubbs & Leone
5.	Glenn Harris, c/o Stubbs & Leone
6.	Danielle DeBoever, c/o Stubbs & Leone
7.	Ann Clemens, c/o Stubbs & Leone
8.	Eileen Cox
9.	Kathleen Hughes, Plumas District Hospital Clinic, 1060 Valley View Drive, Quincy, CA 95971
10.	Piers Strailey, P.O. Box 3012, Quincy, California 95971
11.	Faith Strailey, P.O. Box 3012, Quincy, California 95971
12.	Lawrence Price, M.D., Quincy Family Medicine, 1045 Bucks Lake Road, Quincy, CA 95971

**RETAINED EXPERTS**

13.	Patrick M. Delangis, CPA/CFF, CFE, CFFA, Ueltzen & Company, LLP, 3600 American River Drive, Suite 150, Sacramento, California 95864
14.	Jeffrey Gould, M.D., 350 Parnassus Avenue, Suite 309, San Francisco, California

\*Defendants reserve the right to identify any witness identified by any Plaintiff.



EXHIBIT C

1 DAN SIEGEL, SBN 56400  
2 PETER HABERFELD, SBN 41723  
3 MICHAEL SIEGEL, SBN 269439  
4 SIEGEL & YEE  
5 499 14th Street, Suite 300  
6 Oakland, CA 94612  
7 Telephone: (510) 839-1200  
8 Facsimile: (510) 444-6698

9 Attorneys for Plaintiffs  
10 JERALD CLINTON (J.C.) EAGLESMITH,  
11 and EILEEN COX

12 IN THE UNITED STATES DISTRICT COURT  
13 FOR THE EASTERN DISTRICT OF CALIFORNIA

14 JERALD CLINTON (J.C.) EAGLESMITH,  
15 and EILEEN COX,

16 Plaintiffs,

17 vs.

18 JEFF RAY, as an individual, SUE  
19 SEGURA, as an individual, and BOARD  
20 OF TRUSTEES OF PLUMAS COUNTY  
21 OFFICE OF EDUCATION/ PLUMAS  
22 COUNTY UNIFIED SCHOOL DISTRICT,  
23

24 Defendants.

Case No. 2:11-CV-00098-JAM-JFM

PLAINTIFFS' EXHIBIT LIST

EXHIBIT C

25 Plaintiffs J.C. Eaglesmith and Eileen Cox may introduce the following exhibits at  
26 trial in this case:

- 27 1. Eaglesmith letter to Segura, 6/1/09 (Eaglesmith 854)
- 28 2. Eaglesmith email to Segura, 8/25/09 (Eaglesmith 855)
3. PUSD Maintenance Department work order, issued 8/27/09 (DEF 3297)
4. Eaglesmith email to Ray, 9/16/09 (Eaglesmith 862)
5. PUSD Coach Hiring Flowchart (DEF 3256)

- 1 6. Segura email to Eaglesmith, Hughes, Ray, 9/21/09 (Eaglesmith 863)
- 2 7. Segura email to Eaglesmith, 10/23/09 (DEF 1937-1939)
- 3 8. Ray email to Shipp, 11/6/09 (DEF 2003)
- 4 9. Eaglesmith memo to Segura, Ray, 12/19/09 (DEF 1895-1896)
- 5 10. Eaglesmith memo to Harris with support letters, 1/13/10 (DEF 581-
- 6 597AA, 601)
- 7 11. PUSD Coach's Evaluation for Eaglesmith, 5/3/10 (DEF 2037)
- 8 12. Interview records for QHS Head Basketball Coach, 8/31/10 (DEF 995-
- 9 1004)
- 10 13. Hughes email to Segura, 1/29/10 (DEF 1824-1825)
- 11 14. Barnes note regarding Segura's Mr. Ass-hole Smith remark, 2/26/10
- 12 (Barnes 13)
- 13 15. PUSD Evaluation for Cox, 1/25/10 (Cox 1-2)
- 14 16. QHS/Footloose Dance team proposal, 8/30/10 (Cox 95)
- 15 17. PUSD Improvement Record for Cox, 4/21/11 (DEF 2097-2106)
- 16 18. PUSD Improvement Record for Cox, 1/31/11 (Cox 47-48)
- 17 19. Eaglesmith memo to Gallagher, Ray, Hood, Hughes, 2/10/05 (Eaglesmith
- 18 659-660)
- 19 20. Bulletin article, Thanksgiving a different view, 11/29/06 (Eaglesmith 671-
- 20 673)
- 21 21. PUSD District Complaint by Eaglesmith, 1/23/07 (Eaglesmith 682-684)
- 22 22. Baker letter to Eaglesmith, 5/30/07 (DEF 773)
- 23 23. QHS Coaches' Handbook 2008-2009 cover and page 4 (Eaglesmith 478,
- 24 483)
- 25 24. Hughes email to Eaglesmith, Ray, 10/23/09 (DEF 1827-1829)
- 26 25. Eaglesmith memo to Hughes, 10/23/09 (DEF 1826)
- 27 26. Letter signed by Segura, Eaglesmith, Hughes, 11/3/09 (DEF 1884)
- 28 27. Ray email to Shipp, 11/6/09 (DEF 2000)

- 1 28. Hughes email to Segura, 1/7/10 (DEF 1931)
- 2 29. Hughes email to Ray, 2/6/10 (DEF 1874)
- 3 30. Hughes email to Segura, 1/23/10 (1812-1813)
- 4 31. PUSD/PCTA Mediated Agreement, 7/3/07 (DEF 220)
- 5 32. DFEH letter to Eaglesmith, 8/15/08 (Eaglesmith 1461-1462)
- 6 33. PUSD Coach's Evaluation for Eaglesmith, 5/26/06 (Eaglesmith 835-836)
- 7 34. PUSD Coach's Evaluation for Eaglesmith, 5/29/07 (Eaglesmith 798-800)
- 8 35. Williams appointment letter to Eaglesmith, 12/8/09 (DEF 1217)
- 9 36. QHS Coaches' Handbook page 5, Job Description: Athletic Program Head
- 10 Coach (Varsity) (Eaglesmith 484)
- 11 37. Eaglesmith memo to Williams regarding Collins complaint, 3/10/10 (DEF
- 12 705)
- 13 38. P. Strailey, Eaglesmith letter to Harris, 5/24/10 (DEF 706-707)
- 14 39. Segura memo to Cox, 7/1/10 (DEF 40)
- 15 40. PUSD Voluntary Resolution Plan regarding OCR complaint, 10/10/96
- 16 (Eaglesmith 1909-1915)
- 17 41. PUSD AR 4114(a), Personnel: Complaints by Employees (DEF 4632)
- 18 42. PUSD AR 4030(a), Personnel: Nondiscrimination in Employment (DEF
- 19 4633)
- 20 43. PUSD AR 4030, Personnel: Nondiscrimination in Employment (DEF
- 21 4634)
- 22 44. Cox complaint to Harris, 1/16/11 (DEF 933-934)
- 23 45. Plumas County Grand Jury Report, 2010-2011 (DEF 5334-5347)
- 24 46. PUSD Application and Permit for Use of School District Property,
- 25 6/10/10 (DEF 3518)
- 26 47. Eaglesmith Incident Report to Oestreich, 11/3/10 (DEF 317, Eaglesmith 7,
- 27 4-6)
- 28 48. Oestreich Warning of Unprofessional Conduct to Eaglesmith, 10/27/10
- (Eaglesmith 1226-1227)

- 1 49. Oestreich Letter of Reprimand to Eaglesmith, 12/2/10 (Eaglesmith 1301-1302)
- 2 50. Oestreich Withdrawal of Letter of Reprimand to Eaglesmith, 12/16/10
- 3 (DEF 864-864-A)
- 4 51. Oestreich signed statement regarding theft accusation, 1/6/10 (Eaglesmith
- 5 1010)
- 6 52. PUSD GP-1 regarding hate truck, 11/19/10 (Eaglesmith 1290-1292)
- 7 53. PUSD GP-2 regarding Cox layoff, 11/23/10 (DEF 4492)
- 8 54. PUSD Improvement Record for Cox, 2/1/10 (DEF 1560-1561)
- 9 55. PUSD District Complaint by P. Strailey, 11/5/10 (DEF 815-817)
- 10 56. PUSD District Complaint by Cox, 11/8/10 (DEF 4430-4434)
- 11 57. QHS/Footloose revised Dance team proposal, 8/30/10 (DEF 3679)
- 12 58. PUSD District Complaint by Ron Collins, 2/22/10 (Eaglesmith 1062-
- 13 1064)
- 14 59. Williams email to M. Holcomb, 5/8/03 (Eaglesmith 2165)
- 15 60. Segura fax to Harris, 2/23/10 (DEF 1839-1841)
- 16 61. Williams appointment letter to Hughes, 12/28/09 (DEF 3538)
- 17 62. Hughes email to Ray, 8/24/10 (DEF 4111-4112)
- 18 63. Ray notes regarding meeting with Collins, 2/23/10 (DEF 4655)
- 19 64. Caleb Collins signed statement, 3/2/10 (DEF 1845)
- 20 65. Greenville Junior H.S. Basketball 2011-2012 season record (Eaglesmith
- 21 2237-2240)
- 22 66. PCTA Bilateral Agreement, Section 9.10 (DEF3206-3207)
- 23 67. PUSD Administrative Regulation 4118: Suspension Disciplinary Action
- 24 (DEF3203-3205)
- 25 68. PUSD Board Policy 4030(a): Nondiscrimination in Employment
- 26 69. United States Department of Education Office for Civil Rights letter to
- 27 W. Hyman, 11/27/96 (Eaglesmith 1916-1924)
- 28 70. J. Potillor support letter, 2/1/07 (Eaglesmith 694)

- 1 71. L. Butler support letter, 2/1/07 (Eaglesmith 693)
- 2 72. Richard Zunino support letter (DEF 2218)
- 3 73. M. Prewitt support letter, 2/2/07 (DEF 2222)
- 4 74. H. Williams letter, 2/7/07 (DEF 4594-4595)
- 5 75. C. Sherrard letter, 2/7/07 (DEF 2227)
- 6 76. S. King incident report, 2/7/07 (DEF 2228)
- 7 77. J. Kimmel support letter (DEF 537)
- 8 78. R. Drybread support letter (DEF 538)
- 9 79. D.W. Jackson support letter (DEF 586)
- 10 80. McColm support letter, 2/12/07 (Eaglesmith 713)
- 11 81. M. Nesbit support letter, 2/12/07 (DEF 2221)
- 12 82. PUSD GP-1 regarding Eaglesmith discrimination, 2/13/07 (Eaglesmith
- 13 732-733)
- 14 83. PUSD GP-2 regarding Eaglesmith discrimination, 2/14/07 (Eaglesmith
- 15 734)
- 16 84. R. Wade support letter, 2/22/07 (DEF 533)
- 17 85. S. King support letter (DEF 536)
- 18 86. PUSD GP-3 regarding Eaglesmith discrimination, 3/6/07 (Eaglesmith
- 19 735-736)
- 20 87. PUSD GP-4 regarding Eaglesmith discrimination, 3/7/07 (Eaglesmith
- 21 737)
- 22 88. H. Williams support letter, 3/15/07 (DEF 534)
- 23 89. PUSD GP-5 regarding Eaglesmith discrimination, 3/19/07 (Eaglesmith
- 24 738-743)
- 25 90. S. Roberts letter, 3/22/07 (DEF 693)
- 26 91. R. Turcotte support letter, 3/22/07 (DEF 679)
- 27 92. J. Potillor letter to Gallagher, 3/26/07 (DEF 539)
- 28 93. J. Abell support letter, 3/26/07 (DEF 692-A)

- 1 94. Robbins support letter, 3/28/07 (Eaglesmith 753)
- 2 95. Eaglesmith memo to Chelotti, 8/7/07 (DEF 2305)
- 3 96. Eaglesmith resignation letter, 9/4/07 (DEF 410)
- 4 97. Eaglesmith email to Chelotti, 9/25/07 (Eaglesmith 821)
- 5 98. Eaglesmith DFEH charge, 10/8/07 (DEF 351-352)
- 6 99. PUSD Coach's Evaluation for Eaglesmith, 3/19/09 (Eaglesmith 834)
- 7 100. Hughes letter of intent to return, 4/2/09 (DEF 3539)
- 8 101. Eaglesmith memo to Gallagher, 5/5/09 (DEF 2308)
- 9 102. Eaglesmith email to Gallagher, 5/12/09 (Eaglesmith 852)
- 10 103. Eaglesmith email to Ray, 9/10/09 (Eaglesmith 861)
- 11 104. Eaglesmith memo to Segura, Ray, 10/26/09 (DEF 1817-1818)
- 12 105. Eaglesmith CPS report, 12/17/09 (Eaglesmith 981-985)
- 13 106. Eaglesmith incident report to Segura, 2/5/10 (DEF 1872)
- 14 107. Segura memo to Eaglesmith, 5/14/10 (DEF 237)
- 15 108. PUSD GP-1 regarding Eaglesmith evaluation, 5/14/10 (Eaglesmith 1088-1091)
- 16 109. PUSD GP-2 regarding Eaglesmith evaluation, 5/21/10 (Eaglesmith 1092)
- 17 110. PUSD Feather River Bulletin advertisement, 5/19/10 (Eaglesmith 1099)
- 18 111. Eaglesmith letter to Williams, 5/20/10 (Eaglesmith 1113)
- 19 112. Williams Warning memo to Eaglesmith, 5/20/10 (DEF 708)
- 20 113. PUSD GP-3 regarding Eaglesmith evaluation, 5/24/10 (Eaglesmith 1093-1095)
- 21 113. PUSD Feather River Bulletin advertisement, 5/26/10 (Eaglesmith 1126)
- 22 115. Eaglesmith memo to Williams, 6/3/10 (Eaglesmith 1134)
- 23 116. PUSD GP-4 regarding Eaglesmith evaluation, 6/8/10 (Eaglesmith 1096)
- 24 117. PUSD Feather River Bulletin advertisement, 6/9/10 (Eaglesmith 1138)
- 25 118. Segura, Ray memo to Eaglesmith, 6/22/10 (Eaglesmith 1142)
- 26 119. Williams memo to P. Straley, 6/29/10 (DEF 245)

- 1 120. PUSD GP-6 regarding Eaglesmith evaluation, 7/8/10 (Eaglesmith 1144)
- 2 121. Hughes email to Ray, 8/24/10 (DEF 4112-4113)
- 3 122. Ray letter to Eaglesmith, 8/27/10 (Eaglesmith 1148)
- 4 123. Ray letter to Eaglesmith, 9/1/10 (Eaglesmith 1149)
- 5 124. Hughes email to Ray, 9/7/10 (DEF 4092-4096)
- 6 125. Eaglesmith informal grievance, 10/28/10 (Eaglesmith 1228)
- 7 126. Cox Grievance Form-Bilateral Agreement, 11/8/10 (DEF 950-955)
- 8 127. Harris letter to Cox, 11/10/10 (Cox 26-28)
- 9 128. Cox DFEH charge, 12/29/10 (Cox 157)
- 10 129. Elizabeth Dutton support letter, 1/31/11 (DEF 2172)
- 11 130. Donna Waller support letter, 2/4/11 (DEF 2057)
- 12 131. Segura email to Ray, 2/9/11 (DEF 3986)
- 13 132. Para professional expectations at QHS, 2/11 (DEF 2055)
- 14 133. F. Strailey support letter, 2/12/11 (Cox 56)
- 15 134. P. Strailey support letter, 2/13/11 (Cox 58-60)
- 16 135. Segura memo to Cox, 3/7/11 (DEF 2054)
- 17 136. PUSD Improvement Record for Cox, 1/4/12 (Cox 266-267)
- 18 137. PUSD Improvement Record for Cox, 1/5/12 (Cox 268-269)
- 19 138. PUSD Improvement Record for Cox, 1/31/12 (Cox 270-271)
- 20 139. PUSD Coach Evaluation for Eaglesmith, 6/11/12 (Eaglesmith 2235-2236)
- 21 140. Indian Valley Record, Native Americans honored photograph, 12/5/12  
22 (Eaglesmith 2245)
- 23 141. PUSD Coach Evaluation for Eaglesmith, 2/12/13 (Eaglesmith 2237-2238)
- 24 142. Eaglesmith letter of intent to G. Miller, 2/28/13 (Eaglesmith 2239-2244)
- 25 143. Copy of Greenville Jr. High School Boy's Basketball banner (Eaglesmith  
26 2246)
- 27 144. Harris letters to Board of Education, 8/23/09-1/28/11 (DEF 5279-5303,  
28 4908-4912, 5304-5305, 5309-5311, 5316)



- 1
  - 2
  - 3
  - 4
  - 5
  - 6
  - 7
  - 8
  - 9
  - 10
  - 11
  - 12
  - 13
  - 14
  - 15
  - 16
  - 17
  - 18
  - 19
  - 20
  - 21
  - 22
  - 23
  - 24
  - 25
  - 26
  - 27
  - 28
- 145. Harris letters to Board of Education, 3/11/11-4/22/11 (DEF 5321-5323, 5326-5327, 5317-5318)
  - 146. PUSD Board Policy 1312.1: Complaints Concerning District Employees (DEF 3220-3221)
  - 147. PUSD Administrative Regulation 1312.1: Complaints Concerning District Employees (DEF 3222-3225)
  - 148. PUSD Board Policy 1312.3: Uniform Complaint Procedures (DEF 3232-3234)
  - 149. PUSD Administrative Regulation 1312.3: Uniform Complaint Procedures (DEF 3235-3241)
  - 150. PUSD Administrative Regulation 3541.1: Transportation for School-Related Trips (DEF 5378-5380)
  - 151. PUSD Board Policy 4030: Nondiscrimination in Employment (DEF 358-360)
  - 152. PUSD Board Policy 4127: Temporary Athletic Team Coaches (DEF 3250-3251)
  - 153. PUSD Board Policy 4119.22: Dress and Grooming (DEF 5365-5366)
  - 154. PUSD Board Policy 4119.22, 4219.22, 4319.22: Dress and Grooming (DEF 3212)
  - 155. PUSD Board Policy 5132: Dress (DEF 3218-3219)
  - 156. Negotiated Certificated Agreement PUSD/PCOE and Plumas CTA, 7/1/09-6/30/11 (Eaglesmith 1614-1717)
  - 157. Arbitration Opinion and Award in the matter of Arbitration between Eaglesmith and PUSD, 1/25/12
  - 158. Plumas Rural Health Center medical bills for Eaglesmith (Eaglesmith 599-606)
  - 159. Morrison's Psychotherapy patient ledger for Eaglesmith (Eaglesmith 615)
  - 160. Plumas Rural Health Center medical bills for Cox (Cox 116-120; to be updated)
  - 161. Plumas Rural Health Center psychotherapy bills for Cox (Cox 121-258; to

1 be updated)

- 2 162. Margo Ogus chart regarding J.C. Eaglesmith's economic loss.
- 3 163. Photograph of Eaglesmith in hat and glasses (Eaglesmith 1721)
- 4 164. Photograph of Eaglesmith addressing QHS assembly, 11/21/06
- 5 (Eaglesmith 1725)
- 6 165. Photograph of Eaglesmith aka Chebon Tenitkee (Thunder Boy)
- 7 (Eaglesmith 38)
- 8 166. Photograph of Eaglesmith children (Eaglesmith 39)
- 9 167. Photograph of Eaglesmith coaching basketball team (Eaglesmith 26)
- 10 168. Photograph of K. Triance wearing visor cap at staff meeting (Eaglesmith
- 11 12)
- 12 169. Photograph of the hate truck tailgate (Eaglesmith 6)
- 13 170. Photograph of the hate truck front windshield (Eaglesmith 7)
- 14 171. Photograph of the hate truck (Eaglesmith 9)
- 15 172. Photograph of the hate truck front bumper (Eaglesmith 2231)
- 16 173. Photograph of the toilet room (Barnes 287)
- 17 174. Photograph of the toilet room (Barnes 288)
- 18 175. Photograph of the Inner office (Barnes 290)
- 19 176. Photograph of the Inner office (Barnes 299)
- 20 177. Photograph of the Inner office (Barnes 300)
- 21 178. Photograph of the Inner office lockers and bench (Barnes 312)
- 22 179. Photograph of the pneumatic pump (Barnes 302)
- 23 180. Photograph of gift giving ceremony at QHS (Eaglesmith 2247)
- 24 181. Photograph of the War Dance performed at QHS (Eaglesmith 2248)

25 Dated: March 15, 2013

SIEGEL & YEE

27 By /s/Peter Haberfeld  
Peter Haberfeld

28 Attorneys for Plaintiffs

EXHIBIT D

## EXHIBIT D

<b>DEFENDANTS' EXHIBIT LIST FOR THE TRIAL OF CLAIMS BY PLAINTIFF J.C. EAGLESMITH</b>		
<b>Exhibit Number</b>	<b>Document Description</b>	<b>Bates Number/Range</b>
Exhibit 200	March 30 Handwritten note by Sue Segura regarding Mr. Collins	DEF 001865
Exhibit 201	04/02/10 E-mail from Sue Segura to Glenn Harris; Subject: Investigation (seatbelt issue)	DEF 001836
Exhibit 202	03/09/10 Fax Transmittal Form from Sue Segura to Bruce Williams (attaching students' handwritten statements)	DEF 001842-1847
Exhibit 203 Confidential	04/25/11 PUSD Coach's Evaluation – Mike Woodlee	DEF 003878
Exhibit 204	10/26/09 Memorandum from J.C. Eaglesmith to Sue Segura & Jeff Ray; RE: QHS Boys Basketball Program Building: A Collaborative Model vs. Divisive Elitism	DEF 001817-1818
Exhibit 205	01/05/10 E-mail from Howard Hughes to Jeff Ray; Subject: Language	DEF 001910
Exhibit 206	05/11/10 Memorandum from J.C. Eaglesmith to Sue Segura & Jeff Ray; Re: Response – “Coach's Evaluation”	DEF 002036
Exhibit 207	03/13/07 PUSD District Complaint Form from Paula Buus about J.C. Eaglesmith as coach	DEF 000644-647
Exhibit 208	03/12/07 PUSD District Complaint form by Becky Grant about J.C. as coach	DEF 002259-2264
Exhibit 209	03/12/07 PUSD District Complaint form by Lesley Froggatt about J.C. Eaglesmith as coach	DEF 002256-2258
Exhibit 210	04/28/10 Memo from Bruce Williams to Glenn Harris; Re: Follow-up report on Eaglesmith Investigation	DEF 000737-739

**DEFENDANTS' EXHIBIT LIST FOR THE TRIAL OF CLAIMS BY  
PLAINTIFF J.C. EAGLESMITH**

<b>Exhibit Number</b>	<b>Document Description</b>	<b>Bates Number/Range</b>
Exhibit 211	10/01/10 Letter from Glenn Harris to J.C. Eaglesmith regarding request to be placed on the October 12, 2010 Governing Board meeting agenda	Eaglesmith 1165
Exhibit 212	10/06/10 Letter from Lesley Beth Curtis and Joshua Kob to Glenn Harris; Re: J.C. Eaglesmith, CTA No. 62301	DEF 000634-636
Exhibit 213	10/11/10 Letter from Lesley Beth Curtis to Michelle Cannon; Re: J.C. Eaglesmith, CTA No. 63201	DEF 004302-4306
Exhibit 214	11/15/10 Letter from Glenn Harris to Linda Satchell regarding truck bearing offensive messages	DEF 000854
Exhibit 215	12/17/10 & 01/04/11 E-mail from Glenn Harris to All Staff attaching December 17, 2010 Memo from Glenn Harris to Staff; Re: Leadership	Eaglesmith 1346-1348
Exhibit 216	12/16/10 E-mail from Yvonne Bales to Terry Oestreich, Tori Williams, Bruce Williams, Ken Capistrand, Becky Mills, Ken Pierson, Scott Cory, Sally McGowan, James Lake, Brian Johnson, Sue Segura, Edeltraud Dilger-Marquette, Kristy Warren; Subject: Personal Statement from Yvonne	DEF 004787-4879
Exhibit 217	10/12/10 Memo from Terry Oestreich to Bruce Williams; Re: Summary of Incidence on October 11, 2010 with Mr. Eaglesmith	DEF 000052-53
Exhibit 218	10/12/10 Memo from Terry Oestreich to J.C. Eaglesmith; Subject: Warning of Unsatisfactory Performance	DEF 000056
Exhibit 219	12/15/10 Letter from Terry Oestreich to J.C. Eaglesmith; Re: Physicians Verification	DEF 000894
Exhibit 220	12/15/10 Letter from Terry Oestreich to Piers Strailey; Re: 1312 – Citizen's Complaint against PUSD Employees Dated November 15, 2010 regarding pickup truck	DEF 000804-805

**DEFENDANTS' EXHIBIT LIST FOR THE TRIAL OF CLAIMS BY  
PLAINTIFF J.C. EAGLESMITH**

<b>Exhibit Number</b>	<b>Document Description</b>	<b>Bates Number/Range</b>
Exhibit 221	08/09/11 Memo from Bruce Williams to Owner/Director Footloose Dance Studio; Re: Use of School Facilities Request Form	Cox 257-265
Exhibit 222	10/14/10 Typewritten statement by Tori Willits documenting issue of J.C. Eaglesmith wearing ball cap and dark sunglasses during staff welcome address	DEF 000919
Exhibit 223	10/18/10 E-mail from J.C. Eaglesmith to Tori Willits regarding Willits Proposed Meeting 10/19/10	Eaglesmith 1210
Exhibit 224	03/10/10 Memo from J.C. Eaglesmith to Bruce Williams; Re: Complaint of 2/22/10 – Mr. Ron Collins	Eaglesmith 1069-1070
Exhibit 225	03/23/10 Memo from Bruce Williams to J.C. Eaglesmith; Re: Warning (regarding seatbelt issue)	Eaglesmith 1121
Exhibit 226	01/06/10 Summary by J.C. Eaglesmith of August 21, 2009 meeting between J.C. Eaglesmith and Terry Oestreich	DEF 000602
Exhibit 227	03/23/10 Memo from Bruce Williams to Sue Segura; Re: Administrative Regulation 6153 (seatbelt issue)	DEF 001848-1852
Exhibit 228	03/02/10 Student statement regarding seatbelt issue	DEF 001845
Exhibit 229	04/02/10, 04/20/10, & 04/22/10 Students' statements regarding seatbelt issue	DEF 000728-736
Exhibit 230	Undated report by Bruce Williams regarding the February 23, 2010 complaint by Ron Collins (regarding the seatbelt issue)	DEF 01853-1854
Exhibit 231	01/07/10 E-mail from Mike Higginson to Faith Strailey; Subject: Re: J.C. Continued	Eaglesmith 1011
Exhibit 232	01/05/10 Letter from Jeff Ray to Quincy High Basketball Parents concerning sportsman-like behavior	DEF004676

**DEFENDANTS' EXHIBIT LIST FOR THE TRIAL OF CLAIMS BY  
PLAINTIFF J.C. EAGLESMITH**

<b>Exhibit Number</b>	<b>Document Description</b>	<b>Bates Number/Range</b>
Exhibit 233	01/19/11 Letter from Christopher Russell to J.C. Eaglesmith; Re: Complaint of Harassment/Discrimination	DEF 004792
Exhibit 234	12/02/10 Letter from Terry Oestreich to J.C. Eaglesmith; Subject: Letter of Reprimand	DEF 000865-866
Exhibit 235	Undated Black & White photograph depicting inner office	Eaglesmith 23
Exhibit 236	03/07/07 Letter from J.C. Eaglesmith To Whom It May Concern; Re: Feather River League Post-Season Meeting	DEF 004607
Exhibit 237	11/23/09 E-mails between J.C. Eaglesmith and Howard Hughes; Subject: Program Progress/Player Evals	DEF 000598
Exhibit 238	12/10/09 & 12/14/09 E-mails between J.C. Eaglesmith, Sue Segura, and Howard Hughes; Subject: Complaint Letter – JV Basketball	Eaglesmith 966
Exhibit 239	01/04/10 & 01/05/10 E-mails between Howard Hughes, Sue Segura, J.C. Eaglesmith; Subject: Re: Boys JV Practice	DEF 001907-1909
Exhibit 240	01/27/10 E-mails between Howard Hughes and Sue Segura; Subject: Basketballs	DEF 001816
Exhibit 241	02/02/10 Memorandum from J.C. Eaglesmith to Howard Hughes; Re: Program Cohesiveness/Continuity for QHS Boys Basketball	Eaglesmith 1054
Exhibit 242	10/18/10 Letter from J.C. Eaglesmith to Dr. Ross Morgan, M.D. regarding alleged harassment and discrimination toward J.C. Eaglesmith, his wife and his son	Un-numbered

**DEFENDANTS' EXHIBIT LIST FOR THE TRIAL OF CLAIMS BY  
PLAINTIFF J.C. EAGLESMITH**

<b>Exhibit Number</b>	<b>Document Description</b>	<b>Bates Number/Range</b>
Exhibit 243	10/2010 Typewritten document authored by J.C. Eaglesmith titled "Least we forget the Big Picture" provided as background information to Dr. Laura Morrison, Ph.D.	Un-numbered
Exhibit 244	Typewritten document titled "Statement by Ron Collins concerning his complaint, received on 2/23/10	DEF 000719
Exhibit 245	12/14/10 PUSD Regular Meeting of the Governing Board minutes	Un-numbered
Exhibit 246	Photographs of District office and parking lot	Un-numbered
Exhibit 247	04/03/12 Report by Dr. Andrew Jolivette, Ph.D.	Un-numbered
Exhibit 248	04/06/12 Report of Patrick M. DeLangis, CPA/CFF, DVE, CFFA (redacted as to former plaintiffs Ramona Eaglesmith and Bruce Barnes)	Un-numbered
Exhibit 249	05/17/12 Report by Dr. Jeff Gould, M.D., Inc. regarding J.C. Eaglesmith	Un-numbered
Exhibit 250	04/18/12 Raw Data / Test Results of Dr. Jeff Gould, M.D., Inc. regarding J.C. Eaglesmith	Un-numbered
Exhibit 251	02/01/07 Response by Tim Gallagher to complaint filed by J.C. Eaglesmith	DEF 000750-751
Exhibit 252	01/06/11 Confidential Investigation Report by Emily E. LaMoe Re: Allegations Made by J.C. Eaglesmith in October 11, 2010 Letter	DEF 000827-834
Exhibit 253	PCTA CBA Section 11-Wages	Un-numbered
Exhibit 254	Picture of J.C. Eaglesmith's hat	Eaglesmith 1719



**DEFENDANTS' EXHIBIT LIST FOR THE TRIAL OF CLAIMS BY  
PLAINTIFF J.C. EAGLESMITH**

<b>Exhibit Number</b>	<b>Document Description</b>	<b>Bates Number/Range</b>
Exhibit 255	06/05/92 Complaint letter from J.C. Eaglesmith to Jack Ward, Superintendent, Mendocino County Office of Education	10
Exhibit 256	12/12/91 Complaint for Declaratory and Injunctive Relief and For Damages by J.C. Eaglesmith / Mendocino County Indian Center to Jack Ward, Mendocino County Superintendent of Schools, et al.	Un-numbered
Exhibit 257	10/29/92 First Amended for Declaratory and Injunctive Relief and For Damages by J.C. Eaglesmith / Mendocino County Indian Center to Jack Ward, Mendocino County Superintendent of Schools, et al.	Un-numbered
Exhibit 258	05/07/90 Complaint (Jury Demand) by J.C. Eaglesmith, et al. to Boy Scouts of America, et al.	Un-numbered
Exhibit 259	01/31/91 First Amended Complaint (Jury Demand) by J.C. Eaglesmith, et al. to Boy Scouts of America, et al.	Un-numbered
Exhibit 260	10/11/01 Letter from Alphas B. Scoggins, Team Leader, United States Department of Education Office For Civil Rights to Dennis Williams, Superintendent, Plumas Unified School District regarding discrimination complaint filed by Willie J. Hymen of the Butte Community Coalition	Un-numbered
Exhibit 261	Subpoena to Custodian of Records for Feather River Community College, dated March 2, 2012	Un-numbered

**DEFENDANTS' EXHIBIT LIST FOR THE TRIAL OF CLAIMS BY  
PLAINTIFF J.C. EAGLESMITH**

<b>Exhibit Number</b>	<b>Document Description</b>	<b>Bates Number/Range</b>
Exhibit 262	Affidavit of David Burris of Feather River Community College	1
Exhibit 263	Feather River Community College District Application for voluntary services by J.C. Eaglesmith dated July 21, 2010	3
Exhibit 264	Email from J.C. Eaglesmith to Ronald Taylor, dated January 11, 2011	5
Exhibit 265	Email from J.C. Eaglesmith to Ronald Taylor, dated January 22, 2011	9-10
Exhibit 266	Letter from Ron Taylor, PhD to J.C. Eaglesmith, dated January 25, 2011	6-8
Exhibit 267	Email from J.C. Eaglesmith to Ronald Taylor, dated January 28, 2011	11-13
Exhibit 268	Email chain between J.C. Eaglesmith and Ronald Taylor, dated March 14, 2011	14-15
Exhibit 269	Email chain between J.C. Eaglesmith and Ronald Taylor, dated August 23, 2011	16
Exhibit 270	Summary report J.C. Eaglesmith	17
Exhibit 271	Administrative determination: Discrimination/harassment investigation (informal): J.C. Eaglesmith, September 11, 2011	18-21
Exhibit 272	Informal report: Discrimination/harassment investigation: J.C. Eaglesmith, September 11, 2011	22-30

**DEFENDANTS' EXHIBIT LIST FOR THE TRIAL OF CLAIMS BY  
PLAINTIFF J.C. EAGLESMITH**

<b>Exhibit Number</b>	<b>Document Description</b>	<b>Bates Number/Range</b>
Exhibit 273	Records of Ross Morgan, M.D. at the Northfork Family Medicine	1-85
Exhibit 274	Records of Laura Morrison, Ph.D. at Morrison Psychotherapy	1-12
Exhibit 275	Personnel file of J. C. Eaglesmith	DEF 1120-1315
Exhibit 276	J.C. Eaglesmith payroll and attendance records	Un-numbered
Exhibit 277	BP 5132 Student dress code	DEF 925
Exhibit 278	Letter dated November 11, 2010 from Glen Harris to Yvonne Bales	Un-numbered
Exhibit 279	Teaching credential of J.C. Eaglesmith	Un-numbered
Exhibit 280	Plumas Unified School District Teacher Assigned Outside Credential Authorization, October 10, 2012	Un-numbered
Exhibit 281	Memorandum re: Authorization to Teach Outside Credential Area, September 19, 2012	Un-numbered
Exhibit 282	Job Description of Greenville Sr./Jr. High School special education position in 2011	Un-numbered
Exhibit 283	Job Description of Greenville Sr./Jr. High School opportunity class position in 2012	Un-numbered
Exhibit 284	Letter re: denial of Eaglesmith application to Greenville special education position	Un-numbered
Exhibit 285	DFEH/EEOC records pertaining to J.C. Eaglesmith	Un-numbered
Exhibit 286	PCTA Collective Bargaining Agreement	Un-numbered

**DEFENDANTS' EXHIBIT LIST FOR THE TRIAL OF CLAIMS BY  
PLAINTIFF EILEEN COX**

<b>Exhibit Number</b>	<b>Document Description</b>	<b>Bates Number/Range</b>
Exhibit 287	08/09/11 Memo from Bruce Williams to Owner/Director Footloose Dance Studio; Re: Use of School Facilities Request Form	Cox 257-265
Exhibit 288	01/25/10 PUSD Improvement Record For Classified Employees regarding Eileen Cox for period of August 2009 to June 2010	Cox 1-2
Exhibit 289	12/09/10 Typewritten note from James "Andy" Crane to Eileen Cox regarding how to properly handle student assessments	DEF 002079
Exhibit 290	08/31/10 Memo from Sue Segura to Tori Willits; Re: Summary of Meeting – Held on August 26, 2010	DEF 002075-2076
Exhibit 291 Confidential	07/21/10 Letter from Sue Segura to Eileen Cox; Re: Keys to Quincy High School	DEF 000040
Exhibit 292	12/09/10 Handwritten note by James A. Crane documenting interaction with Eileen Cox regarding Crane's letter about issues with Cox and vocational assessment	DEF 002104
Exhibit 293	04/21/11 PUSD Improvement Record For Classified Employees – Eileen Cox for period 2/1/2010 to 1/31/2011	Cox 68-69
Exhibit 294	01/04/11 PUSD District Complaint Form from Piers Strailey regarding October 29, 2010 meeting between Eileen Cox and Sue Segura	DEF 003298-3300
Exhibit 295 Confidential	01/25/11 PUSD District Complaint Form from Alice Eileen Cox regarding alleged October 29, 2010 through January 6, 2011 retaliatory, discriminatory and illegal threats by Sue Segura	DEF 004409-4410

Exhibit 296 Confidential	08/27/10 Summary of Staff Meeting from Sue Segura to Tori Willits	DEF 004518-4519
Exhibit 297	03/31/11 Memo from Tori Willits to David Pinson; Re: Your letter regarding Eileen Cox dated 3/18/11 but received 3/28/11	DEF 002051
Exhibit 298 Confidential	Undated, typewritten document concerning current AR 1330 regarding community use of school district facilities	DEF 004485
Exhibit 299	PUSD Individual Transition Plan forms (redacted)	Un-numbered
Exhibit 300	Undated Black & White photograph depicting Room 9 of Pioneer School	Ramona Eaglesmith 1
Exhibit 301	03/18/11 E-mail from Bruce Williams to Frank Carey; Subject: Room 9 and the dancers	DEF 004049
Exhibit 302	04/06/12 Report of Patrick M. DeLangis, CPA/CFF, DVE, CFFA (redacted as to former plaintiffs Ramona Eaglesmith and Bruce Barnes)	Un-numbered
Exhibit 303	05/24/12 Report by Dr. Jeff Gould, M.D., Inc. regarding Eileen Cox	Un-numbered
Exhibit 304	04/24/12 Raw Data / Test Results of Dr. Jeff Gould, M.D., Inc. regarding Eileen Cox	Un-numbered
Exhibit 305	Plumas County Classified Employees Association collective bargaining agreement	Un-numbered
Exhibit 306	Personnel File of Eileen Cox	DEF 1316-1590
Exhibit 307	Records of Lawrence Price, M.D. at Quincy Family Medicine	1-52
Exhibit 308	Eileen Cox payroll and attendance records	Un-numbered
Exhibit 309	DFEH/EEOC records pertaining to Eileen Cox	Un-numbered

\*Defendants reserve the right to identify any exhibit identified by any Plaintiff.

**EXHIBIT E**

1 DAN SIEGEL, SBN 56400  
2 PETER HABERFELD, SBN 41723  
3 MICHAEL SIEGEL, SBN 269439  
4 SIEGEL & YEE  
5 499 14th Street, Suite 300  
6 Oakland, CA 94612  
7 Telephone: (510) 839-1200  
8 Facsimile: (510) 444-6698

9 Attorneys for Plaintiffs  
10 JERALD CLINTON (J.C.) EAGLESMITH  
11 and EILEEN COX

12 IN THE UNITED STATES DISTRICT COURT  
13 FOR THE EASTERN DISTRICT OF CALIFORNIA

14 JERALD CLINTON (J.C.) EAGLESMITH )  
15 and EILEEN COX, )

16 Plaintiffs,

17 vs.

18 JEFF RAY, as an individual, SUE  
19 SEGURA, as an individual, and BOARD  
20 OF TRUSTEES OF PLUMAS COUNTY  
21 OFFICE OF EDUCATION/ PLUMAS  
22 COUNTY UNIFIED SCHOOL DISTRICT,

23 Defendants.

Case No. 2:11-CV-00098-JAM-JFM

PLAINTIFFS' LIST OF DISCOVERY  
MATERIALS TO BE USED IN LIEU  
OF LIVE TESTIMONY AT TRIAL

EXHIBIT E

24 Pursuant to Local Rule 16-281, plaintiffs J.C. Eaglesmith and Eileen Cox hereby  
25 submit the following list of discovery materials to be used in lieu of live testimony at  
26 trial.

27 Excerpts from the deposition of Jim Lake

28 8:13-9:6

9:15-10:22

- 1 11:9-24
- 2 12:8-13:1
- 3 13:17-14:5
- 4 14:19-15:10
- 5 18:21-19:19
- 6 20:8-14
- 7 21:22-22:21
- 8 23:8-17
- 9 24:3-5
- 10 24:18-25:6
- 11 25:22-27:9
- 12 29:11-22
- 13 30:18-31:24
- 14 32:15-34:11
- 15 34:17-35:21
- 16 37:2-38:6
- 17 40:8-42:6
- 18 80:5-14
- 19 81:23-82:10
- 20 82:25-83:11
- 21 83:16-23
- 22 83:24-84:24
- 23 85:15-86:3
- 24 86:14--87:14



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

89:4-18

95:6-14

96:15-100:3

Dated: March 15, 2013

SIEGEL & YEE

By /s/Peter Haberfeld  
Peter Haberfeld

Attorneys for Plaintiffs  
J.C. EAGLESMITH and  
EILEEN COX