

1 Derek Austin (Bar No. 229935)
E-mail: daustin@trivalleylearning.org
2 TRI-VALLEY LEARNING CORPORATION
3252 Constitution Drive
3 Livermore, CA 94551
Telephone: (925) 443-1690 x 2210
4 Facsimile: (925) 443-1692

5 Attorney for Plaintiff
TRI-VALLEY LEARNING CORPORATION

6 John C. Lemmo (Bar No. 190885)
7 E-mail: john.lemmo@procopio.com
8 PROCOPIO, CORY, HARGREAVES &
SAVITCH LLP
9 525 B Street, Suite 2200
San Diego, CA 92101
Telephone: 619.238.1900
10 Facsimile: 619.235.0398

11 Attorneys for Plaintiff
OLD TOWN ACADEMY

12
13 SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 COUNTY OF SAN DIEGO, CENTRAL DIVISION

15 TRI-VALLEY LEARNING CORPORATION,
16 California non-profit public benefit corporations;
17 OLD TOWN ACADEMY, a California non-profit
public benefit corporation,

18 Plaintiffs,

19 v.

20 THOMAS DONAHUE, an individual; and DOES
1-25,

21 Defendants.
22
23
24
25
26
27
28

FILED
No Fees per Gov. Code 66003
CENTRAL DIVISION
15 JUN -9 PM 3:44
CLERK-SUPERIOR COURT
SAN DIEGO COUNTY, CA

Case No. 37-2015-00019453-CU-OE-CTL

- COMPLAINT FOR:**
- (1) TRESPASS
 - (2) INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE
 - (3) TRADE LIBEL
 - (4) ELECTRONIC COMMUNICATION PRIVACY ACT
 - (5) UNLAWFUL BUSINESS PRACTICES (17200)
 - (6) COMMON LAW UNFAIR COMPETITION
 - (7) TEMPORARY AND PERMANENT INJUNCTION

1 PLAINTIFFS TRI-VALLEY LEARNING CORPORATION AND OLD TOWN
2 ACADEMY ALLEGE AS FOLLOWS:

3 **PARTIES**

4 1. Plaintiff Tri-Valley Learning Corporation ("Tri-Valley") is and, at all relevant times
5 was, a California non-profit public benefit corporation, active and conducting business in the State
6 of California. Tri-Valley operates or provides management services to five public charter schools
7 in the State of California that educate approximately 3,000 students. One of those public charter
8 schools is the Old Town Academy ("OTA") in San Diego.

9 2. Plaintiff OTA is a California non-profit public benefit corporation. The OTA Board
10 of Directors ("Board") is its governing body. The OTA charter school was authorized by the San
11 Diego Unified School District. All employees serving OTA are hired and manage directly by Tri-
12 Valley, and have been for about one year.

13 3. Defendant, Tom Donahue ("Defendant"), is an individual residing in the State of
14 California, County of San Diego. Mr. Donahue previously was the Executive Director/Principal of
15 the OTA charter school, and was employed by Tri-Valley.

16 4. The true names and/or capacities, whether individual, partnership, corporate,
17 associate, representative or otherwise, of the defendants named herein as DOES 1 through 25
18 ("DOE Defendants" or "Does"), are unknown to Plaintiffs, who therefore sue the DOE defendants
19 by such fictitious names. Plaintiffs are informed and believe, and thereon allege, that all DOE
20 defendants are in some manner responsible for or participated in the acts complained of herein,
21 ultimately benefiting by the Defendants' misconduct, and thus are liable under the facts and
22 theories pleaded herein, or as may be subsequently alleged in a supplemental or amended pleading.
23 Plaintiffs will amend this complaint to state the true names and capacities at such time as those are
24 ascertained.

25 **VENUE AND JURISDICTION**

26 5. The jurisdiction of this Court over the subject matter of this action is predicated on
27 Code of Civil Procedure section 410.10.

28 6. Venue is proper in this judicial district because the conduct alleged in this

1 Complaint occurred in this judicial district.

2 **GENERAL ALLEGATIONS**

3 7. On June 30, 2014, with the support of Defendant and the recommendation of a sub-
4 committee established by the Board of Directors for OTA ("Board"), the Board voted unanimously
5 (5-0) to accept an offer to join Tri-Valley effective July 1, 2014.

6 8. Subsequent to that action, a contract entitled the "Tri-Valley/OTA Memorandum of
7 Understanding" ("MOU") was prepared. The MOU was signed on July 30, 2014 by Mr. Donahue
8 on behalf of OTA, and on August 2, 2014, by Bill Batchelor on behalf of Tri-Valley as its Chief
9 Executive Officer. A copy of the MOU is attached as Exhibit A.

10 9. The MOU became effective on August 2, 2014. During that month, the assets and
11 liabilities of OTA were transferred to Tri-Valley, and OTA's employees, including its teachers and
12 administrators became employees of Tri-Valley, and receive their pay and benefits from Tri-
13 Valley. Tri-Valley also assumed financial responsibility for OTA's financial obligations and
14 control of OTA's bank accounts, and synchronized the accounting systems for Tri-Valley and
15 OTA.

16 10. The MOU stated the intention to promote Mr. Donahue to be the Director of
17 Curriculum for Tri-Valley at the conclusion of the 2014-2015 academic year (i.e., sometime in
18 June or July 2015). The MOU also identified a process for forming a search committee to select
19 and recommend the hiring of a new Executive Director/Principal to replace Mr. Donahue.

20 11. At a Board meeting held on May 27, 2015, Mr. Donahue stated that it was his
21 understanding that the MOU was not enforceable and that, under the MOU, OTA had a year to
22 determine if it would merge with Tri-Valley.

23 12. Later at that meeting, Mr. Donahue threatened that he was going to resign his
24 position as Executive Director/Principal of OTA if the Board voted to add two parents of OTA
25 students to the Board. The Board voted to add the two parents to the Board in accordance with its
26 bylaws.

27 13. On June 4, 2015, Mr. Donahue confirmed his resignation during a telephone call
28 with Mr. Batchelor. This was confirmed again on June 5, 2015, when Mr. Donahue received his

1 final paycheck, including all accrued paid time off.

2 14. To be crystal clear that Mr. Donahue no longer worked for Tri-Valley, Tri-Valley
3 sent a letter to Mr. Donahue dated June 5, 2015, confirming that Tri-Valley had terminated Mr.
4 Donahue's at-will employment that day. Attached as Exhibit B is a true and correct copy of that
5 letter.

6 15. In light of these developments, the OTA Board held a special meeting on June 7,
7 2015. At that meeting, the Board unanimously voted to confirm the complete separation and
8 disassociation of Mr. Donahue as the Executive Director/Principal of OTA, or otherwise. Attached
9 as Exhibit C is a true and correct copy of OTA's letter to Donahue in that regard. The Board also
10 selected an Interim Principal to take his place.

11 16. During the June 7, 2015 meeting, the OTA Board unanimously voted to explicitly
12 confirm that neither OTA nor Tri-Valley had ever retained the "For Purpose Law Group" or
13 Attorney May Harris (the "Donahue Group"), who had previously purported to be the attorneys for
14 OTA, but had been acting on behalf of the now terminated Mr. Donahue. The Board declared that
15 any such contention by the Donahue Group that it represents OTA is false and misleading and
16 causing clear and irreparable damage to the school. The Board voted to immediately terminate any
17 such purported representation and to declare it of no force and effect. The Board informed Ms.
18 Harris of the fact that she had not been retained in any capacity to represent OTA and that if she
19 thought the Group had been retained, any such purported representation was terminated. Attached
20 as Exhibit D is a true and correct copy of OTA's communication to Ms. Harris in that regard.

21 17. Even so, on June 8, 2015, the Donahue Group attempted to provide notice that it
22 would seek a temporary restraining order the next day on behalf of Mr. Donahue to restrain Tri-
23 Valley and the chairman of the OTA Board from, among other things, entering the "OTA property
24 and facilities," possessing OTA assets, controlling the OTA websites used to disseminate
25 information to parents, students, and teachers, and "interfering" with the management of OTA,
26 including terminating Mr. Donahue.

27 18. Following his termination, Mr. Donahue also began blocking access to various OTA
28 websites, including stopping administrative access to the school's communication blog. Because

1 of Mr. Donahue's actions, Tri-Valley and the Board have been forced to work to restore internet
2 communication with its students, parents and teachers through an alternate website.

3 19. Sometime during the weekend of June 6, 2015, Mr. Donahue impermissibly
4 prevented access to the OTA campus by placing chains and locks on gates and doors and by
5 changing the locks and security codes on other doors of the facilities on the OTA campus.
6 Consequently, when students and parents arrived at school on Monday June 8, 2015, they and
7 members of the Board and Tri-Valley representatives were unable to access the school because Mr.
8 Donahue had retained the keys to the locks.

9 20. Mr. Donahue's actions also prevented OTA students from leaving the campus, and
10 created potential safety issues by also limiting access to the Campus to emergency responders.
11 The San Diego Fire Department had to be called to remedy that life safety concern.

12 21. Mr. Donahue falsely stated to OTA parents that it was Tri-Valley who locked them
13 out and disrupted the school's website. Mr. Donahue informed school employees as recently as
14 June 9, 2015 that he was still the principal of the school (false), that he is their supervisor (false),
15 and that employees are forbidden by him to speak to OTA Board Members or Tri-Valley officials
16 (i.e., their employer).

17 22. In effect, Mr. Donahue has unlawfully seized control of a public school and its
18 employees, including its website and physical facilities.

19 **FIRST CAUSE OF ACTION**

20 **(Trespass)**

21 23. Plaintiffs incorporate by reference and reallege the allegations set forth in the
22 foregoing paragraphs, inclusive, as though fully set forth herein.

23 24. Plaintiffs are exclusively entitled to lawful possession of the OTA campus as the
24 lessees of the property.

25 25. Defendant's actions in coming onto the OTA campus and chaining the gates and
26 changing the locks and passcodes on doors at the OTA campus following his termination from
27 employment constitutes a wrongful act of trespass, and is ongoing.

28 26. Defendant's actions are malicious and oppressive because they resulted in parents of

1 students, representatives of Tri-Valley and members of the Board from being able to access the
2 campus.

3 27. Defendant's intentional interference with the operation of Plaintiffs' OTA websites
4 also constitutes a malicious and oppressive trespass on Plaintiffs' property.

5 28. Defendant's actions have damaged Plaintiffs and will continue to damage Plaintiffs
6 if not halted by injunctive relief that restrains the Defendant from entering the OTA campus or
7 otherwise interfering with the operation of the school and from interfering with the operation of
8 Plaintiffs' websites related to the OTA charter school.

9 **SECOND CAUSE OF ACTION**

10 **(Intentional Interference With Prospective Economic Advantage)**

11 29. Plaintiffs incorporate by reference and reallege the allegations set forth in the
12 foregoing paragraphs, inclusive, as though fully set forth herein.

13 30. Plaintiffs have an economic relationship with its students because they receive state
14 public school funding for providing a public education to students enrolled at OTA. As long as the
15 students attend OTA, Plaintiffs will continue to receive public funding.

16 31. Defendant is aware of this relationship and has engaged in wrongful conduct
17 designed to interfere with and to disrupt that relationship. Defendant has attempted to disrupt
18 OTA's relationship with the parents of its students and with its own employees with the intent to
19 interfere with this relationship and/or with the knowledge that such interference was substantially
20 certain to occur as a result of those actions.

21 32. Defendant's conduct disrupted and/or interfered with Plaintiffs' relationship with
22 their students and the parents of those students, and was intentional and willful and in conscious
23 disregard of Plaintiffs' rights.

24 33. Because Defendant's conduct was willful, malicious, oppressive and fraudulent,
25 Plaintiffs should be awarded punitive damages in an amount according to proof.

26 **THIRD CAUSE OF ACTION**

27 **(Trade Libel)**

28 34. Plaintiffs incorporate by reference and reallege the allegations set forth in the

1 foregoing paragraphs, inclusive, as though fully set forth herein.

2 35. Defendant has made false statements about Plaintiffs actions related to the operation
3 of the OTA charter school and concerning Plaintiffs' websites. Defendant has caused these false
4 statements to be published on the internet, including on social media sites. Defendant has hijacked
5 Plaintiffs' own communication channels to make these false and negative statements.

6 36. Defendant knew that the statements made were untrue or acted with reckless
7 disregard of the truth or falsity of these statements.

8 37. Defendant knew or should have recognized that someone else might act in reliance
9 on a statement, causing damage to Plaintiffs. Plaintiffs have suffered financial harm because others
10 have acted in reliance on Defendant's statements.

11 38. In undertaking the acts described herein, Defendant intended to cause injury to
12 Plaintiffs, acted in willful and conscious disregard of Plaintiffs' rights, and acted with the intention
13 to interfere with Plaintiffs' relationship with its students, parents, and teachers. Because
14 Defendant's conduct was willful, malicious, oppressive and fraudulent, Plaintiffs should be
15 awarded punitive damages in an amount according to proof.

16 **FOURTH CAUSE OF ACTION**

17 **(Electronic Communications Privacy Act 18 U.S.C. § 2520)**

18 39. Plaintiffs incorporate by reference and reallege the allegations set forth in the
19 foregoing paragraphs, inclusive, as though fully set forth herein.

20 40. The Electronic Communications Privacy Act ("ECPA") allows any person whose
21 wire, oral, or electronic communication is intercepted, disclosed, or intentionally used to recover in
22 a civil action from the person who caused that violation.

23 41. Defendant's actions in disrupting Plaintiffs' website constituted an intentional
24 interference with Plaintiffs' electronic communications for the OTA charter school, which is a
25 violation of ECPA for which relief should be granted.

26 42. Under ECPA, such relief can include injunctive or declaratory relief, damages,
27 including punitive damages, and reasonable attorneys' fee and other litigation costs. For the
28 reasons stated above, all the available relief should be granted in this case.

1 **FIFTH CAUSE OF ACTION**

2 **(Unlawful Business Practice; Bus. & Prof. Code §17200)**

3 43. Plaintiffs incorporate by reference and reallege the allegations set forth in the
4 foregoing paragraphs, inclusive, as though fully set forth herein..

5 44. These provisions of the California Business and Professions Code provide that any
6 person who engages, has engaged, or proposes to engage in unfair competition may be enjoined in
7 any court of competent jurisdiction.

8 45. Defendant has engaged in unfair competition by interfering with Plaintiffs' lawful
9 operation of its business and by making false, negative and derogatory statements about Plaintiffs
10 and their employees.

11 46. Defendant has engaged in unfair competition by changing the locks and passcodes
12 on the doors of the OTA campus without authority, thereby affecting the access of students and
13 their parents as well as members of the OTA Board and representatives of Tri-Valley.

14 47. Defendant has engaged in unfair competition by interfering with OTA websites
15 provided to assist parents, students, and teachers. Defendant has usurped Plaintiffs'
16 communication system to make negative, false and derogatory statements concerning Plaintiffs to
17 it employees and to students and their parents.

18 48. As a direct and proximate result of these and other acts of the Defendant, Plaintiffs
19 have been damaged and are entitled to recover all proceeds and other compensation received or to
20 be received by Defendant and those acting in concert with him arising from these acts of unfair
21 competition. Plaintiffs request that the Court order Defendants to render an accounting to ascertain
22 the amount of such profits and compensation.

23 49. As a direct and proximate result of Defendant's unfair competition, Plaintiffs have
24 been damaged, and Defendant has been unjustly enriched, in an amount according to proof for
25 which restitution and/or disgorgement is appropriate.

26 50. Defendant's acts of unfair competition have caused and are causing, and unless
27 enjoined by the Court, will continue to cause Plaintiffs great and irreparable injury that cannot be
28 fully compensated by money damages. Accordingly, Plaintiffs have no adequate remedy at law

1 and under Business and Professions Code Section 17203, are entitled to preliminary and permanent
2 injunctions prohibiting Defendant's further acts of unfair competition.

3 **SIXTH CAUSE OF ACTION**

4 **(Common Law Unfair Competition)**

5 51. Plaintiffs incorporate by reference and reallege the allegations set forth in the
6 foregoing paragraphs, inclusive, as though fully set forth herein.

7 52. The acts and conduct of Defendant constitute common law unfair competition to the
8 detriment of Plaintiffs and to the detriment of fair and honest competition.

9 53. As a direct and proximate result of Defendant's acts, Plaintiffs are entitled to
10 recover all proceeds and other compensation received or to be received by Defendant arising from
11 his acts of unfair competition. Plaintiffs request that the Court order Defendant to render an
12 accounting to ascertain the amount of such profits and compensation.

13 54. As a direct and proximate result of Defendant's acts, Plaintiffs have been damaged,
14 and Defendant has been unjustly enriched in an amount subject to proof at trial for which
15 restitution and/or disgorgement is appropriate.

16 55. Defendant's acts have caused and are causing, and unless enjoined by the Court,
17 will continue to cause Plaintiffs great and irreparable injury that cannot be fully compensated by
18 money damages. Accordingly, Plaintiffs have no adequate remedy at law. And the Court should
19 award preliminary and permanent injunctions prohibiting Defendant's further acts of unfair
20 competition.

21 56. In undertaking the acts described herein, Defendants intended to cause injury to
22 Plaintiffs, acted in willful and conscious disregard of Plaintiffs' rights, and engaged in fraud with
23 the intention of depriving Plaintiffs of their property and rights. Because Defendant's conduct was
24 willful, malicious, oppressive and fraudulent, Plaintiffs should be awarded punitive damages in an
25 amount according to proof.

26 **SEVENTH CAUSE OF ACTION**

27 **(Temporary and Permanent Injunction)**

28 57. Plaintiffs incorporate by reference and reallege the allegations set forth in the

1 foregoing paragraphs, inclusive, as though fully set forth herein.

2 58. Defendant's actions have caused and are causing, and unless enjoined by the Court,
3 will continue to cause Plaintiffs great and irreparable injury that cannot be fully compensated by
4 money damages. Accordingly, Plaintiffs have no adequate remedy at law and are entitled to
5 preliminary and permanent injunctions prohibiting further acts by the Defendant as described
6 below.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiffs pray for judgment against Defendant as follows:

9 1. For preliminary and permanent injunctive relief prohibiting Defendant from
10 entering the OTA campus or otherwise interfering with the operation of the school;

11 2. For preliminary and permanent injunctive relief prohibiting Defendant from
12 interfering with the operation of Plaintiffs' websites related to the OTA charter school;

13 3. For preliminary and permanent injunctive relief prohibiting Defendant attempting to
14 access any of the assets of OTA, including but not limited to, bank accounts;

15 4. For preliminary and permanent injunctive relief prohibiting Defendant's further acts
16 of unfair competition and interference with Tri-Valley's business;

17 5. For general and compensatory damages according to proof;

18 6. For damages and interest according to proof;

19 7. For punitive and exemplary damages;

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

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

- 8. For attorneys' fees and costs of suit incurred;
- 9. For other relief as the Court deems proper.

DATED: June 9, 2015

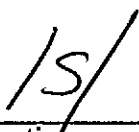
PROCOPIO, CORY, HARGREAVES &
SAVITCH LLP

By: 

John C. Lemmo
Attorneys for Plaintiff
Old Town Academy

DATED: June 9, 2015

TRI-VALLEY LEARNING CORPORATION

By: 

Derek Austin
Attorneys for Plaintiff
Tri-Valley Learning Corporation

DOCS 2259396.1

EXHIBIT A

Memorandum of Understanding

Between

Tri-Valley Learning Corporation

And

Old Town Academy K-8 Charter School

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into this ____ day of July, 2014 by and between the Tri-Valley Learning Corporation (hereinafter "the Corporation"), and Old Town Academy K-8 Charter School (hereinafter referred to as the "School"). The Corporation and the School shall be collectively referred to as "the Parties."

PURPOSE OF MEMORANDUM OF UNDERSTANDING

The purpose of this MOU is to establish and delineate the relationship between the Corporation and the School as it relates to the operations and management of the School(s).

TERM OF MEMORANDUM OF UNDERSTANDING

This MOU shall commence on the date upon which it is fully executed by the Parties and shall continue until such time as the Corporation or the Parties choose to modify the relationship.

SECTION 1: GOVERNANCE AND ORGANIZATIONAL MANAGEMENT

As of the date of execution of this MOU, each entity is operated as a separate nonprofit public benefit corporation, formed and organized pursuant to the Nonprofit Public Benefit Corporation Law (*Corporations Code* Section 5110 et seq.).

The Parties agree that it is in the financial interests of each for the Corporation to acquire the assets and assume the debts of the School, and to permit the School to repurpose its existing 501(c)(3) corporate entity to become the Old Town Academy Foundation to support the School. Pursuant to California Insurance Code, the Corporation shall not acquire any past insurance liabilities. Any insurance liabilities existing at the time of execution of this MOU shall remain a School liability under the current School insurance policy.

1.1 Administration

Operations: The Parties agree that effective upon a resolution passed by a majority of the School's current governing board, the Corporation shall assume all administrative responsibilities of the School including, but not limited to, legal, administrative duties, assistance with existing school budget creation, etc. The Parties agree that a further, specific delineation of those administrative duties shall be agreed upon by the Parties, and that the Parties will work together to develop a transition plan.

The current School governing board shall become a school site council for the 2014-2015 school year pursuant to Article VII, Section 21 of the Corporation's bylaws; thereafter, beginning with the 2015-2016 school year, the School site council shall be elected as set forth in the Corporation's bylaws, Article VII, section 21 (b)(1)-(5). The School site council shall have all the rights and responsibilities as all other school site councils currently operated by the Corporation. At a minimum, the School's site council's duties shall include, but not be limited to, responsibility, implementation and control (subject to the Corporation's legal review) of the School's parent/student handbook, faculty handbook, other school policies and procedures that are currently or anticipated to become in effect at the School.

The current School executive director/principal, Thomas Donahue, shall continue as the executive director/principal of the Did Town Academy as set forth herein for the 2014-2015 school year, and otherwise at the pleasure of the Corporation for any other new or additional charter school contemplated or opened in the San Diego County area. During the 2014-2015 school year, Mr. Donahue shall report directly to the Corporation's Chief Executive Officer. Beginning in the 2015-2016 school year (September 2015), the Parties intend that Mr. Donahue will assume a new role as Director of Curriculum for the Corporation.

The 2014-2015 school year shall be a transitional year with a School site administrator appointed to assist Mr. Donahue with daily school activities such as parent/teacher emails, blog posting and announcements, disciplinary actions, school community liaison, etc. Mr. Donahue will describe the recommended delineated duties of the School site administrator and executive director to the Corporation and/or the School site council at the School site council meeting in July, 2014, and shall recommend a candidate to fulfill that role for the 2014-2015 school year at the School site council meeting in August, 2014, for approval by the Corporation and School site council. The 2014-2015 School site administrator shall report to Mr. Donahue. The School site council shall form a subcommittee forthwith to begin a year-long search and be an active participant in the selection of a new full-time School executive director/principal for 2015-2016 school year. The School's executive director/principal search subcommittee shall be made up of the following individuals:

- One member of the School site council;
- One member of the Corporate Board of Directors;
- Two School teachers to be selected from their peers;
- Two School parents; and
- 2014-2015 Executive Director/Principal, Tom Donahue.

The new School executive director/principal shall be selected on or before May 1, 2015, with Corporate ratification. It is contemplated that, beginning in the 2015-2016 school year, and thereafter, the School will employ a vice principal who will

report to the Executive Director/Principal; it is further contemplated that, with the input of the newly chosen Executive Director/Principal, that the School site council subcommittee may undertake a search for the Vice Principal for the 2015-2016 school year, selection subject to Corporate ratification.

Each school site contemplated by the School and/or Corporation shall have at least one school site Executive Director/Principal and one Vice Principal. Each school site Executive Director/Principal shall report to the Corporation's Chief Executive Officer. Each school Vice Principal shall report to and be directed by the school's Executive Director/Principal.

Location and Expansion of School: Any relocation or expansion of the School's existing facility will require consent and approval of the School site council. The Corporation shall cooperate with and seek recommendations from the School site council on expansion and creation of other School satellite sites. Additional School locations not in geographic competition with the School's existing facility shall be at the Corporation's discretion and does not require School site council approval.

Mr. Donahue, as Director of Curriculum for the Corporation shall report directly to the Corporation's Chief Executive Officer.

Included herein is the draft budget for the School.

SECTION 2: SEVERABILITY

If any provision or any part of this MOU is for any reason held to be invalid and or unenforceable or contrary to public policy, or statute, the remainder of this MOU shall not be affected thereby and shall remain valid and fully enforceable.

SECTION 3: NON-ASSIGNMENT

No portion of this MOU may be assigned to another entity without the prior written approval of the other party.

SECTION 4: WAIVER

A waiver of any provision or term of this MOU must be in writing and signed by both parties. Any such waiver shall not constitute a waiver of any other provision of this MOU.

SECTION 5: NOTIFICATION

All notices, requests, and other communications under this MOU shall be in writing and mailed to the proper addresses as follows:

To the Corporation at:	
	Tri-Valley Learning Corporation William Batchelor 3252 Constitution Drive Livermore, CA 94551
To the School at:	
	Old Town Academy Thomas Donahue 2120 San Diego Avenue San Diego, CA 92110 w/a copy to Chair, School Site Council 2120 San Diego Avenue San Diego, CA 92110

This MOU contains the entire MOU of the parties with respect to the matters covered hereby, and supersedes any oral or written understandings or MOUs between the parties with respect to the subject matter of this MOU. No person or party is authorized to make any representations or warranties except as set forth herein, and no MOU, statement, representation or promise by any party hereto which is not contained herein shall be valid or binding. The undersigned acknowledges that she/he has not relied upon any warranties, representations, statements or promises by any of the parties herein or any of their agents or consultants except as may be expressly set forth in this MOU. The parties further recognize that this MOU shall only be modified in writing by the mutual agreement of the parties.

8/2/14
Date _____

7/30/2014

Date



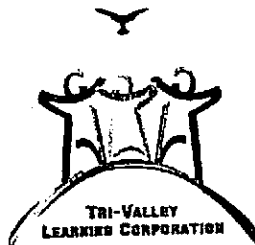
President, Tri-Valley Learning Corporation
Governing Board



Executive Director, Old Town Academy

EXHIBIT B

EXHIBIT B



VIA ELECTRONIC AND CERTIFIED MAIL

June 5, 2015

Thomas Donahue
4554 Ariane Way
San Diego, CA 92117

RE: For-Cause Dismissal/Resignation Acknowledgment

Dear Mr. Donahue:

You are dismissed from your employment with Tri-Valley Learning Corporation ("TVLC") and Old Town Academy ("OTA") effective immediately, for the following reasons:

1. On May 27, 2015, at the OTA board meeting, you stated in open public session that you resign your position as executive director of OTA;
2. On June 4, 2015, you again tendered your resignation via telephone to TVLC CEO, Bill Batchelor. Mr. Batchelor notified OTA office manager, Caren Kamanski, of your resignation. It is our understanding that you then called an emergency OTA staff meeting and denied your resignation; and
3. On June 5, 2015, I terminated your employment with TVLC and OTA. I provided you with your final paycheck, including all accrued paid time off. Fifteen minutes later you removed the paycheck from your pocket and tore it up. I asked you to leave the OTA premises, and you agreed to do so. However, as I understand it, you may have returned to campus later in that day and hired a locksmith and changed the locks and security codes on the facility to prevent access by OTA board members and TVLC executives causing potential health and safety issues with OTA students and staff.

You are no longer an employee of OTA or TVLC. You are restricted from entering the OTA campus for any purpose other than to drop off or pick up your child, or attend an OTA public board meeting so long as you do not disturb the proceedings.

Any attempt to willfully disrupt the operations of OTA in violation of California Penal Code Section 626.2 will be met with police intervention. We will immediately file for injunctive relief to restrain you from being anywhere near OTA, TVLC or its employees, agents or board members.

Page Two
Mr. Donahue
June 7, 2015

Nothing in this acknowledgment waives TVLC's right to bring civil action against you for damages caused by your actions.

Sincerely,

A handwritten signature in black ink, appearing to read "Derek L. Austin". The signature is written in a cursive style with a large initial "D".

Derek L. Austin
TVLC

General Legal Counsel

Cc:

Bill Batchelor, TVLC Chief Executive Officer
John Zukoski, TVLC Director of Finance
Chris Celentino, OTA Chairman Board of Directors

EXHIBIT C



Procopio, Cory, Hargreaves & Savitch LLP
525 B Street, Suite 2200
San Diego, CA 92101
T. 619.238.1900
F. 619.235.0398

www.procopio.com

Wendy L. Tucker
Direct Dial: (619) 525-3845
E-Mail: wendy.tucker@procopio.com

June 8, 2015

VIA E-MAIL
VIA FEDEX

Thomas Donahue
4554 Ariane Way
San Diego, CA 92117

Re: For-Cause Dismissal/Resignation Acknowledgment

Dear Mr. Donahue:

This office represents the Board of Directors of Old Town Academy ("OTA"). OTA has been informed that you have been terminated by Tri-Valley Learning Corporation ("TVLC" or "corporation"), but that you are representing that you are employed by OTA. That is incorrect. BY this letter, OTA confirms that you are not an employee or authorized agent of OTA. OTA declined to rehire you following your termination by TVLC.

In the event you disagree with this position and insist that you are an OTA employee or representative, you are hereby notified of your termination from employment with OTA effective immediately, for the following reasons:

1. Your employment with Tri-Valley Learning Corporation ("TVLC" or "corporation") was terminated for the reasons set forth in Derek Austin's letter of June 5, 2015, addressed to you; and
2. You have engaged in a pattern of insubordination, willful disruption of the peaceful operations of OTA, taking actions detrimental to OTA, and taking actions not in the best interests of the school community.

Your termination is a termination as an officer, employee or agent of OTA, including but not limited to, as President of OTA ("OTA" or "school"), Executive Director of the school, teacher at the school, authorized agent or administrator or global administrator for the website or domain oldtownacademy.org; authorized agent or administrator or global administrator for the school with godaddy.com; authorized agent or administrator or global administrator with the school for the student and teacher content located at media tempo.com or such other cloud storage host as may host such content; authorized agent or administrator or global administrator for the school and its email addresses

Mr. Tom Donahue
June 8, 2015
Page 2

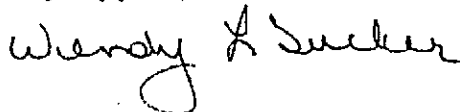
as oldtownacademy.org with Microsoft and/or Microsoft Outlook; and as authorized agent or administrator or global administrator any other computerized or other domain in which intellectual property of the school may be deposited or stored.

Such termination extends to any right to conduct, manage and control the affairs and activities of the school, and to interfere in any way with employees of the school in their discharge of their duty of loyalty to the school. **We therefore demand that you immediately leave the OTA premises and turn over control of OTA's employees, property, accounts, website and any and all other business-related accounts or activities. We further demand that you immediately cease interfering with OTA's business and operations.**

Your refusal to obey these instructions or any attempt to willfully disrupt the operations of OTA in violation of California Penal Code Section 626.2 or any similar law will be met with police intervention. If necessary, OTA will file for immediate injunctive relief to restrain you from being near OTA or its employees, agents or board members.

Nothing in this acknowledgment waives OTA's right to bring civil action against you for damages caused by your actions.

Very truly yours,



Wendy L. Tucker, of
Procopio, Cory, Hargreaves & Savitch LLP

WLT:rh

cc: Bill Batchelor, TVLC Chief Executive Officer
John Zukoski, TVLC Director of Finance
Derek L. Austin, TVLC / OTA General Legal Counsel
Christopher Celentino, Chairman of Old Town Academy Board of Directors

EXHIBIT D

Lemmo, John C.

From: Lemmo, John C.
Sent: Sunday, June 07, 2015 11:52 PM
To: May L. Harris | For Purpose Law
Subject: Old Town Academy

Dear Ms. Harris,

By way of introduction, this firm represents Old Town Academy, a nonprofit public corporation ("OTA"). It is my understanding that you have recently asserted that you are a legal representative of OTA. You are mistaken. You and/or your firm do not represent OTA, nor have you ever. To clarify any misunderstanding you might have, the OTA Board of Directors voted in open session earlier this evening to make clear that you do not and have never represented OTA. To the extent you believe you may have represented OTA, this is notice that your services are terminated effective immediately. Please provide your complete OTA client file to me at the address below. Electronic files and communications may be provided by flash drive rather than hard copy printouts. Thank you very much for your anticipated cooperation.

In a related matter, the OTA board voted today to confirm the termination and complete disassociation with your client Tom Donahue. It is my understanding that Tri-Valley Learning Corporation terminated Mr. Donahue's employment last week. Similarly, the OTA Board of Directors voted today to cut all ties with Mr. Donahue. Mr. Donahue is terminated as an officer, employee or agent of OTA, including but not limited to as President of OTA, Executive Director of the school, teacher at the school, authorized agent or administrator or global administrator for the website or domain oldtownacademy.org, authorized agent or administrator or global administrator for the school with godaddy.com, authorized agent or administrator or global administrator with the school for the student and teacher content located at media tempo.com or such other cloud storage host as may host such content, authorized agent or administrator or global administrator for the school and its email addresses as oldtownacademy.org with Microsoft and/or Microsoft Outlook, and as authorized agent or administrator or global administrator any other computerized or other domain in which intellectual property of the school may be deposited or stored. This termination extends to any right to conduct, manage and control the affairs and activities of the school, and to interfere in any way with employees of the school in their discharge of their duty of loyalty to the school.

Please let me know if intend to continue to represent Mr. Donahue, and whether you are authorized to accept service on his behalf.

Thank you.

John C. Lemmo

 **Procopio**

Procopio, Cory, Hargreaves & Savitch LLP

525 B Street, Suite 2200

San Diego, CA 92101

direct dial: (619) 515-3294

direct fax: (619) 398-0162

john.lemmo@procopio.com

www.procopio.com

Please consider the environment before printing this e-mail. 