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YAKIMA COUNTY CLERK

IN THE SUPERIOR COURT OF WASHINGTON
FOR YAKIMA COUNTY

11 BRENDA MALLONEE,

12 Plaintiff,

13 v.

14 TOPPENISH SCHOOL DISTRICT and JOHN
15 CERNA,

16 Defendants.
17
18

Case No.: 222 01 92639

COMPLAINT FOR
1) DAMAGES; 2)
DECLARATORY JUDGMENT;
AND 3) WRIT OF MANDAMUS

19 Brenda Mallonee alleges:

20 1. Brenda Mallonee resides in Yakima County, Washington.

21 2. The Toppenish School District (District) is located in Yakima County,
22 Washington. It is a school district formed under Washington Law. John Cerna is the
23 superintendent of the District. Mr. Cerna resides in Yakima County, Washington.
24

25 3. Ms. Mallonee began working as a teacher in the District in 2000. She
26 advanced to the administrator position of Curriculum Director that she held from 2017-
27 2018 until the end of the 2021-2022 school year.
28

29 4. Ms. Mallonee holds a teaching certificate, administrator certificate and
30 superintendent certificate from the Office of the Superintendent of Public Instruction
31 (OSPI). She was required to be certificated to be a Curriculum Director. During the
32 2021-2022 school year, John Cerna was the superintendent of the District and Ms.
33 Mallonee's direct supervisor.
34
35

COMPLAINT FOR 1) DAMAGES;
2) DECLARATORY JUDGMENT; AND
3) WRIT OF MANDAMUS - 1

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COPY

1 5. Johnny Cerna is John Cerna's son. Bertha Cerna is John Cerna's
2 daughter-in-law. He helped and encouraged both Johnny Cerna and Bertha Cerna to
3 work in the District.

4 6. Johnny Cerna began working in the District on or about the 2001-2002
5 school year as a coach. He started work as a teacher in the District on or about the
6 2010-2011 school year. Johnny Cerna worked as an assistant principal at Toppenish
7 High School (the "High School") during the 2020-2021 school year.
8

9 7. Bertha Cerna began work in the District as a coach on or about 2001. She
10 worked as a teacher's assistant from approximately the 2003-2004 school year until she
11 became a teacher and began work as a teacher on or about the 2007-2008 school year.
12 She worked as a teacher at the high school from the 2007-2008 school year until she
13 was terminated in approximately January 2022.
14

15 8. John Cerna has maintained a close, paternal relationship with Johnny
16 Cerna and Bertha Cerna since they started work in the District. He has had frequent
17 contact with them when they worked in the District and would spend time with them
18 outside of work hours.
19

20 9. During the 2021-2022 school year, John Cerna had a large number of
21 relatives by blood and marriage who worked in the District. He protected his relatives
22 and loyal friends and gave them special treatment.
23

24 10. In 2019, Johnny Cerna suffered from meningoencephalomyelitis that
25 attacked the lining of his brain and spinal cord. He was in a coma for approximately a
26 month.
27

28 11. After Johnny Cerna recovered from the coma, John Cerna and the District
29 employed Johnny Cerna in the position of assistant principal for the 2020-2021 school
30 year.
31

32 12. Washington Law required that Johnny Cerna have an administrator
33 certificate to be an assistant principal during the 2020-2021 school year. Johnny Cerna
34 did not have an administrator certificate required to hold the position of assistant
35 principal at the high school.

1 13. Johnny Cerna and Bertha Cerna frequently drank to excess and used
2 marijuana and other drugs while they worked in the District.

3 14. During the 2020-2021 school year and before, Johnny Cerna and Bertha
4 Cerna were frequently getting intoxicated and were frequently using marijuana and
5 other drugs.
6

7 15. During the 2021-2022 school year and before, videos were publicly
8 circulating by social media and cell phones to students, parents, and staff in the
9 District that showed Bertha Cerna engaged in lurid, sexual behavior. Additionally, a
10 video from 2021 that she posted on social media shows her cursing and swearing
11 about teachers being "fucking lazy ass."
12

13 16. Washington Law requires that certificated teachers and administrators to
14 maintain good moral character and personal fitness to maintain their certificates. John
15 Cerna was responsible to ensure that Johnny Cerna, Bertha Cerna, and all staff in the
16 District maintained good moral character and personal fitness as the District
17 Superintendent.
18

19 17. During the fall of 2020, an administrator reported to Ms. Mallonee that
20 Johnny Cerna was at school passing out Chromebooks to students and smelled like
21 alcohol. Johnny Cerna was allowed to carry a firearm on school property according
22 to District policy. John Cerna knew Johnny was allowed to carry a firearm on school
23 property.
24

25 18. Ms. Mallonee was responsible to report and attempt to correct teacher
26 misconduct by administrators such as Johnny Cerna. Ms. Mallonee talked to John
27 Cerna about Johnny Cerna smelling like alcohol in the fall of 2020 while he was at
28 school. John Cerna said that he would "take care of it."
29

30 19. During August or September of 2020, Johnny Cerna was at a firearm
31 range for District firearm safety training. Ms. Mallonee noted that he seemed
32 abnormal. She expressed to John Cerna her concerns that Johnny was under the
33 influence. Ms. Mallonee told John Cerna that if he showed up to a safety training
34
35

1 again like that that she would have to tell him to leave. John Cerna said that she can
2 tell him to leave or send him home if he did it again.

3 20. John Cerna treated Johnny Cerna better than he treated other District
4 employees because he was his son. John Cerna treated Bertha Cerna better than he
5 treated other District employees because she was his daughter-in-law.
6

7 21. John Cerna knew or should have known that Johnny Cerna and Bertha
8 Cerna did not possess the good moral character and personal fitness required to work
9 as an administrator and teacher, respectively. Nevertheless, he ignored Johnny being
10 under the influence at school and Bertha's lurid and improper public videos and
11 helped keep them employed.
12

13 22. In January 2021, Johnny Cerna smelled like alcohol at an airsoft firearm
14 safety training. In the Spring of 2021, a high-level district administrator told John
15 Cerna that the administrator wanted to put Johnny on administrative leave due to
16 Johnny being under the influence at school events many times. John Cerna told the
17 administrator, "No, I will take care of it."
18

19 23. In November 2020, Johnny Cerna propositioned D.J., a female student
20 at the High School in the District, for sex.
21

22 24. In the Spring of 2021, Bertha Cerna gave D.J. alcohol, drove her in her
23 car while she was drinking and talked to her about Ms. Cerna's sex life. D.J. was a
24 minor at the time. Bertha Cerna showed D.J. pictures of male genitalia while D.J. was
25 at school and bragged to the student about having sexual relations with men.
26

27 25. D.J. received a restraining order against Johnny Cerna in June 2021.

28 26. On or about May 24, 2021 and May 27, 2021, respectively, the District
29 put Johnny Cerna and Bertha Cerna on paid administrative leave.
30

31 27. The District hired Sarah Wixson, an attorney, to investigate Johnny
32 Cerna and Bertha Cerna because of complaints of misconduct against Johnny Cerna
33 and Bertha Cerna and because of D.J.'s sexual harassment complaint against Johnny
34 Cerna. Ms. Wixson was investigating to meet the District's obligation to keep
35

1 students safe and to prevent sexual harassment of students as required by Washington
2 Law and District policy.

3 28. Ms. Mallonee assisted in the investigation in to Johnny and Bertha
4 Cerna as required by her job duties in the District. Ms. Wixson spoke to Ms.
5 Mallonee as part of her investigation. Ms. Mallonee truthfully and in good faith
6 responded to Ms. Wixson's questions regarding Johnny Cerna and John Cerna. She
7 informed Ms. Wixson about the time she noticed that Johnny Cerna was under the
8 influence at school. She also informed Ms. Wixson that she heard about a romantic
9 relationship John Cerna was having with a school board member due to her concern
10 that the school board members who was romantically involved with John Cerna
11 would not remain neutral in any decisions about Johnny Cerna and Bertha Cerna.
12

13 29. For the 2017-2018 school year, John Cerna gave Ms. Mallonee an
14 evaluation that rated her as "Distinguished" in three areas in which she was evaluated
15 and "Satisfactory" in three other areas. For the 2018-2019 school year, Mr. Cerna
16 gave her an evaluation that was "Excellent" in five areas and "Satisfactory" in one.
17 For the 2019-2020 school year, Mr. Cerna gave Ms. Mallonee an evaluation that
18 stated, among other things, that she was "a team player and advocated for all District
19 personnel."
20

21 30. Washington law required Mr. Cerna to evaluate Ms. Mallonee for the
22 2021-2022 school year based on her administrative job description. No job
23 description existed for Ms. Mallonee for that year.
24

25 31. Washington law required Mr. Cerna, when applicable, to evaluate Ms.
26 Mallonee on the following categories under RCW 28A.405.100(5) for the 2021-2022
27 school year:
28

29 Knowledge of, experience in, and training in recognizing good
30 professional performance, capabilities and development;
31 School administration and management;
32 School finance;
33 Professional preparation and scholarship;
34 Effort towards improvement when needed;
35 Interest in pupils, employees and patrons and subjects taught in school;

Leadership; and
Ability and performance of evaluation of school personnel.

32. John Cerna changed the evaluation form for Ms. Mallonee for the 2021-2022 school year. The evaluation form Mr. Cerna used failed to evaluate Ms. Mallonee on the areas required by Washington Law under RCW 28A.405.100(5).

33. After Ms. Mallonee spoke to Ms. Wixson, Mr. Cerna gave her an evaluation that rated her as "Unsatisfactory" in the area of "The Support Person as a Professional." In that area, his evaluation, stated "Brenda, I am still puzzled by what occurred earlier in the year. I don't get it, maybe I'll never get it. When I empower people I trust, I expect them to be loyal and get their job done." The evaluation rated Ms. Mallonee as "Basic" in the category of "Management of Special and Technical Environment." Under the notes on the evaluation, Mr. Cerna wrote, "I recommend for the future that Brenda learns[sic] to stay in her lane."

34. After Ms. Mallonee spoke to Ms. Wixson and as a direct result of Ms. Mallonee's truthful, good faith, conversation with Ms. Wixson and assistance with Ms. Wixson's investigation, John Cerna transferred her from her Curriculum Director position to principal of CATS High School in the District. The District did not provide any written explanation or reason why it was transferring her.

35. Washington Law required the District to notify Ms. Mallonee "in writing" before May 15th of "the reason or reasons for [a] transfer [.]" RCW 28A.405.230. The District did not provide written notice of any reason to transfer Ms. Mallonee. Ms. Mallonee had a continuing contract right to pay and benefits that could not be changed without compliance with Washington Law. Ms. Mallonee's continuing contract right, right to a written reason for her transfer, and right to a probable cause letter were property rights under Washington Law.

36. Mr. Cerna was operating in the course and scope of his employment when he transferred Ms. Mallonee. Mr. Cerna's and the District's transfer violated RCW 28A.405.230 and RCW 28A.405.300. Mr. Cerna transferred Ms. Mallonee in

1 retaliation for her honest, good faith, cooperation with the investigation to the
2 misconduct of Johnny Cerna and Bertha Cerna.

3 37. Mr. Cerna and the District's transfer of Ms. Mallonee from Curriculum
4 Director position to the CATS principal position caused her to lose over \$72,000 per
5 year in pay, benefits and retirement. Mr. Cerna promoted a relative to fill the
6 Curriculum Director position.
7

8 38. Johnny Cerna and Bertha Cerna received notices of probable cause
9 terminating them from the District on or about January 20, 2022. Johnny Cerna was
10 terminated for sexually propositioning D.J. and other misconduct. Bertha Cerna was
11 terminated for providing alcohol to D.J. and for other misconduct. Neither Bertha
12 Cerna or Johnny Cerna appealed his or her termination.
13

14 39. Washington law required the District to follow the whistleblower
15 protection provisions in RCW 42.41. The District passed a whistleblower policy in
16 Policy 5271 and adopted Procedure 5271P, but the policy and procedure do not meet
17 the intent of RCW 42.41 because they provided no provision to make District
18 employees aware of their whistleblower rights under RCW 42.41.
19

20 40. RCW 42.41.030(2) required the District to provide information to
21 employees about its whistleblower protection. It did not. RCW 42.41.030(4) required
22 the District to post a summary of the whistleblower policy in a place where employees
23 have reasonable access to it. It did not.
24

25 41. Ms. Mallonee filed a request that the District investigate John Cerna
26 under District Policy 5271 and Procedure 5271P with the school board members and
27 John Cerna on July 19, 2022, by letter. The letter accused Mr. Cerna of a retaliatory
28 transfer of Ms. Mallonee. This was within thirty days of the alleged retaliation. The
29 District has refused to conduct an investigation into Mr. Cerna's retaliation or to have
30 a hearing on it.
31

32 42. John Cerna intentionally inflicted emotional distress on Ms. Mallonee in
33 retaliation for her involvement in to the misconduct by Johnny Cerna and Bertha
34
35

1 Cerna. As a direct result of John Cerna's transfer and mistreatment of Ms. Mallonee
2 she has suffered severe emotional distress.

3 43. Ms. Mallonee was a certificated employee entitled to the protection of
4 RCW 28A.405.230 and RCW 28A.405.300
5

6 **VIOLATION OF 28A.405.230 and RCW 28A.405.300**

7 44. RCW 28A.405.230 required the District to notify Ms. Mallonee in
8 writing by May 15 of the "reason or reasons" for her transfer to the CATS principal
9 position. It did not.
10

11 45. RCW 28A.405.300 required the District to provide Ms. Mallonee with a
12 "probable cause" notice in writing prior to adversely affecting her contract. It did not.

13 46. The District's violation of RCW 28A.405.230 entitles Ms. Mallonee to
14 reinstatement, back pay, attorney's fees, and special damages.
15

16 47. The District's violation of RCW 28A.405.300 entitles Ms. Mallonee to
17 reinstatement, back pay, attorney's fees, and special damages.

18 **VIOLATION OF FIRST AMENDMENT AND DUE PROCESS RIGHTS**

19 48. Ms. Mallonee had the right under the First Amendment of the United
20 States Constitution, as applied by the Fourteenth Amendment of the United States
21 Constitution to the District, to exercise free speech and to assemble. Under the
22 Fourteenth Amendment of the United State Constitution, Ms. Mallonee was entitled
23 to due process of law prior to the deprivation of property a property right.
24

25 49. 42 U.S.C §1983 states that every person who under the color of any
26 statute, ordinance, regulation, custom or usage of any State causes a citizen of the
27 United States within the jurisdiction of the United States to be deprived of any rights
28 of the Constitution shall be liable to the party injured.
29

30 50. Mr. Cerna was operating under the color of State law and District policy
31 and procedure when he transferred Ms. Mallonee and reduced her pay and benefits.
32 Ms. Mallonee was a citizen within the jurisdiction of The United States. Mr. Cerna's
33 transfer was in retaliation for Ms. Mallonee exercising her free speech and assembly
34 rights by talking to Ms. Wixson on a matter of public concern regarding misconduct
35

1 in public employment by Johnny Cerna and Bertha Cerna. Ms. Mallonee also had a
2 property right to her position of Curriculum Director by Washington Law at the same
3 benefit and pay amount.

4
5 51. Mr. Cerna knew that Ms. Mallonee had protected First Amendment
6 rights of speech and assembly and a Fourteenth Amendment right of due process prior
7 to his unlawful transfer of Ms. Mallonee and pay reduction. Nevertheless, he
8 intentionally, or with reckless disregard of her rights, chose to violate Ms. Mallonee's
9 constitutional rights.

10
11 52. Mr. Cerna's conduct was malicious, oppressive and in reckless
12 disregard for Ms. Mallonee's rights. As a result, he is liable for punitive damages to
13 Ms. Mallonee under 42 U.S.C. § 1983.

14
15 53. Mr. Cerna and the District are liable to Ms. Mallonee for backpay,
16 special damages, and emotional distress for John Cerna's violation 42 U.S.C §1983.
17 Mr. Cerna and the District are also liable for attorney's fees and costs under 42 U.S.C.
18 § 1988.

19
20 **DECLARATORY JUDGMENT**

21 54. RCW 7.24.020 states that a person whose rights, status or other legal
22 relations are affected by a statute or municipal ordinance may have any question of
23 construction or validity determined and obtain a declaration of rights, status or other
24 legal relations thereunder. Mr. Cerna and the District have affected Ms. Mallonee's
25 legal rights to employment.

26
27 55. Ms. Mallonee had the right to receive a written notice stating the reason
28 or reasons for her transfer under RCW 28A.405.230. The District has failed to
29 provide one to her. She seeks a ruling that the District's failure to provide her a
30 written reason for transfer violated Washington Law.

31
32 56. Ms. Mallonee had the right to receive a notice of probable cause under
33 RCW 28A.405.300 before the District decreased her pay and benefits and adversely
34 affected her contract. The District failed to provide Ms. Mallonee with a notice of
35

1 probable cause. She seeks a ruling that the District's failure to provide her a notice of
2 probable cause violated Washington Law.

3 57. Toppenish School District Policy 5721 states that "District Officers and
4 employees are prohibited from taking retaliatory action against an employee because
5 the employee has in good faith reported alleged improper governmental action in
6 accordance with this policy in related procedure." District Procedure 5271P states
7 that an employee who believes that she was a victim of retaliation may request an
8 investigation. Ms. Mallonee timely requested an investigation of John Cerna's
9 investigation. Ms. Mallonee timely requested an investigation of John Cerna's
10 retaliation on or about July 19, 2022. In response, the District failed to conduct an
11 investigation or to have a hearing.
12

13 58. RCW 42.41.030(2) required the District to provide notice of its
14 whistleblower policy to employees. RCW 42.41.030(4) required the District to post a
15 summary of its whistleblower policy. The District did not do this. Ms. Mallonee
16 seeks a ruling that the District violated these statutes and the intent of RCW 42.41 and
17 that District policy and procedure are, therefore, ineffective. She also seeks a ruling
18 that her request for a hearing was timely because the District did not provide notice of
19 the whistleblower policy as required by RCW 42.41.030(2) and (4).
20
21

22 59. RCW 42.41.040(1) makes it unlawful for any local government official
23 or employee to take retaliatory action against a local government employee because
24 she provided information in good faith in accordance with the provisions of RCW
25 42.41.
26

27 60. RCW 42.41.030(1) allows every governmental employee the "right to
28 report to the appropriate person or persons information concerning an alleged
29 improper governmental action." Ms. Wixson was an appropriate person under RCW
30 42.41.030(1) when she was investigating the misconduct by Johnny Cerna and Bertha
31 Cerna.
32

33 61. Ms. Mallonee's report to Ms. Wixson was protected by RCW
34 42.41.030(1). Ms. Mallonee alleges that John Cerna improperly retaliated against Ms.
35 Mallonee under RCW 42.41.040(1).

1 62. Ms. Mallonee seeks a ruling that the District's failure to investigate and
2 failure to appoint a Hearing Officer under Policy 5271, Procedure 5271 and/or RCW
3 42.41.040 violated District policy and procedure and/or RCW 42.41.040.

4 63. Ms. Mallonee seeks a writ of mandamus to compel the District to
5 investigate her allegations of retaliation against John Cerna. She also seeks a writ of
6 mandamus compelling the District to appointment an Administrative Law Judge to
7 hear the claim of retaliation in compliance with RCW 42.41.040(6)-(9).

8 64. RCW 28A.405.100(5) requires School Districts to evaluate "all
9 administrators." It requires that the administrators be evaluated when applicable, on
10 the following categories "knowledge of, experience, and training and recognizing
11 good professional performance, capabilities and development; school administration
12 and management; school finance; professional preparation and scholarship; effort
13 toward improvement when needed; interest in pupils, employees, patrons and subjects
14 taught in school; leadership; and ability and performance of evaluation and school
15 personnel."

16 65. Mr. Cerna implemented an evaluation form for Ms. Mallonee that did
17 not comply with RCW 28A.405.100(5). Ms. Mallonee seeks a ruling that the
18 evaluation form under which she was evaluated for the 2021-2022 school year
19 violated the statute.

20 66. Ms. Mallonee seeks a writ of mandamus requiring Mr. Cerna and the
21 District to use an evaluation form that complies with Washington Law.

22 **RETALIATION IN VIOLATION OF RCW 28A.640.040**

23 67. The District adopted Policy 3205 that prohibits sexual harassment of
24 students. Ms. Mallonee was involved in an investigation of sexual harassment of D.J.
25 and assisted and talked to Ms. Wixson, the investigator, about the sexual harassment.

26 68. WAC 392-190-057(6) required the District to adopt a policy that
27 prohibited "reprisal and retaliation" regarding allegations of sexual harassment
28 against students. The District policies and/or RCW 28A.640.020 and WAC 392-190-
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1 057(6) prohibited retaliation and reprisal against Ms. Mallonee for talking to the
2 investigator.

3 69. Mr. Cerna and the District retaliated against Ms. Mallonee for
4 cooperating with the investigation into sexual harassment of a student. As a result,
5 Mr. Cerna and the District are liable for general and special damages under RCW
6 28A.640.040.
7

8 **WRONGFUL TRANSFER AND REDUCTION OF PAY AND VIOLATION OF**
9 **WASHINGTON LAW**
10

11 70. RCW 28A.640.020 and WAC 392-90-057 create a strong public policy
12 that prohibits sexual harassment against students in school. Strong public policies also
13 support investigations regarding teacher and administrator misconduct regarding
14 support allegations that teachers provided alcohol to students and engaged students in
15 personal, sexual issues. They also prevent reprisal and retaliation for participation in
16 investigations of sexual misconduct against students and misconduct by teachers and
17 administrators.
18

19 71. Ms. Mallonee was participating in an investigation protected by RCW
20 28A.640.020, WAC 392-90-057, and District policy 3205 and by the District's
21 obligation to protect students when she assisted and spoke to Ms. Wixson.
22

23 72. As a direct and proximate result of Ms. Mallonee's good faith
24 participation in and investigation of sexual misconduct and other misconduct against
25 Johnny Cerna and Bertha Cerna, John Cerna, in the course and scope of his
26 employment, transferred her to a position that paid her over \$70,000 less in salary and
27 benefits. This constituted a wrongful transfer and loss of wages in violation of public
28 policy.
29

30 73. As a direct and proximate result of Mr. Cerna's retaliation, in the course
31 and scope of his duties as superintendent, the District and he are liable for general and
32 special damages.
33
34
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1 **WRONGFUL WITHHOLDING OF WAGES**

2 74. Ms. Mallonee was a certificated employee of the District under RCW
3 49.52.050. John Cerna was an agent of the District under RCW 49.52.050(2). The
4 District's failure to provide notice to Ms. Mallonee that it was transferring her
5 violated RCW 28A.405.230 and RCW 28A.405.300. As a result, the transfer is
6 ineffective and Ms. Mallonee is entitled to be paid at her 2021-2022 contract pay and
7 benefit amount.
8

9 75. Mr. Cerna willfully and with intent to deprive Ms. Mallonee of her
10 wages failed to pay her contractual pay for the 2022-2023 school year at the amount
11 required by law and paid a lower wage than required by Washington law. Ms.
12 Mallonee was entitled to her 2021-2022 pay level for the 2022-2023 school year. The
13 District has failed to pay it.
14

15 76. Mr. Cerna and the District are liable to Ms. Mallonee for double
16 damages under RCW 49.52.070, along with cost and attorney's fees.
17

18 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

19 77. Mr. Cerna transferred Ms. Mallonee to a lower paying job for
20 participating in an investigation in to sexual misconduct by his son and other
21 misconduct by his son and daughter-in-law. He also denied her a hearing to which
22 she was entitled under Toppenish District Policy 5271 and Procedure 5271P and/or
23 RCW 42.41.040. Mr. Cerna's conduct was intentional, extreme and outrageous. As a
24 direct and proximate result, Mr. Cerna is liable to Ms. Mallonee for general and
25 special damages.
26

27 WHEREFORE, Ms. Mallonee prays for relief as follows:
28

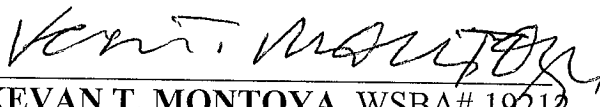
- 29 1. For reinstatement to her former position as Curriculum Director and for
30 back pay, costs, and attorney's fees against John Cerna's and the District
31 for violations of RCW 28A.405.230 and RCW 28A.405.300;
32 2. For general and special damages against the District and John Cerna for
33 violation of 42 U.S.C §1983;
34
35

- 1 3. For costs and attorney's fees against the District and Mr. Cerna under 42
2 U.S.C. § 1988 for their violation of 42 U.S.C. § 1983;
- 3 4. For punitive damages against John Cerna for his intentional or reckless
4 disregard of Ms. Mallonee's constitutional rights under 42 U.S.C §1983;
- 5 5. For a declaratory judgment that John Cerna and the District violated RCW
6 288.405.230 by transferring Ms. Mallonee without providing her the
7 written reason or reasons for the transfer;
- 8 6. For a declaratory judgment that the District and Mr. Cerna violated RCW
9 28A.405.300 by adversely affecting Ms. Mallonee's contract without
10 serving her with a notice of probable cause;
- 11 7. For a declaratory judgment that Mr. Cerna and the District have violated
12 RCW 42.41.040 and/or Toppenish School District Policy 5271 and
13 Procedure 5271P by failing to investigate and appoint an Administrative
14 Law Judge to hear Ms. Mallonee's retaliation claim against Mr. John
15 Cerna;
- 16 8. For a writ of mandamus requiring the District and Mr. Cerna to investigate
17 and appoint a hearing office on the retaliation claims against John Cerna if
18 Ms. Mallonee prevails on the declaratory judgment claim on that issue;
- 19 9. For a declaratory judgment that the District violated RCW 42.41.030(2) and
20 (4) by informing employee of and by not providing notice of its
21 whistleblower policy;
- 22 10. For general and special damages, costs, and attorney's fees against Mr.
23 Cerna and the District for his retaliation in violation of RCW 28A.640.040;
- 24 11. For general and special damages, costs and attorney's fees against the
25 District and John Cerna for the retaliatory transfer in violation of public
26 policy;
- 27 12. For damages for back wages against the and District and John Cerna for
28 violation of RCW 49.52.050(2) and for double damages pursuant to RCW
29 49.52.070;
- 30
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- 1 13. For cost and attorney's fees against the District and John Cerna for
2 violation of RCW 49.52.050(2);
3
4 14. For general and special damages against the District and John Cerna for
5 John Cerna's intentional infliction of emotional distress; and
6
7 15. For such other and further relief as the court may deem just and equitable.
8

9 DATED this 9th day of September, 2022.
10

11 MONTOYA HINCKLEY PLLC
12 Attorneys for Plaintiff
13

14 By: 
15 KEVAN T. MONTOYA, WSBA# 19212
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