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County of Santa Barbara
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12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 FOR THE COUNTY OF SANTA BARBARA

14 PETE DOLAN, an individual,

15 Plaintiff,

16 v.

17 THE REGENTS OF THE UNIVERSITY
18 OF CALIFORNIA, a public entity; and
DOES 1 through 100, inclusive,

19 Defendants.

Case No. 18CV05380

Assigned to

Dept.

COMPLAINT FOR:

- (1) AGE DISCRIMINATION**
- (2) RETALIATION**
- (3) WRONGFUL DISCHARGE IN VIOLATION OF PUBLIC POLICY**
- (4) BREACH OF CONTRACT**
- (5) VIOLATION OF CALIFORNIA DUE PROCESS RIGHTS**

1 Plaintiff, Pete Dolan (“Plaintiff” or “Dolan”), by and through counsel, alleges as follows
2 against Defendant, The Regents of the University of California (“University of California, Santa
3 Barbara,” “UCSB” or “Defendant”):

4 **NATURE OF THE ACTION**

5 1. On or about June 1, 2018, UCSB summarily terminated Pete Dolan, the highly
6 successful Head Coach of its Cross-Country and Track & Field programs since 1992, on the cusp
7 of a key retirement milestone. Citing its own cursory review of unfounded, exaggerated and
8 self-serving allegations made against Dolan, to which allegations Dolan was provided no
9 reasonable opportunity to review and respond, UCSB effectively ended Dolan’s coaching career,
10 causing significant harm to Dolan’s reputation, his business, profession or occupation, and to his
11 future earnings. In so doing, UCSB ignored its legal obligation to deal fairly with Dolan,
12 breached its contract with Dolan, and broke the law. Dolan seeks the Court’s relief.

13 2. Dolan’s employment contract, and California law, entitled him to a fair process
14 for reviewing and responding to the allegations against him. Instead of complying with its legal
15 obligations, UCSB and its agents and employees conducted a sham investigation, performed by
16 self-interested and incompetent investigators, for the purposes of removing the fifty-eight-year-
17 old Dolan as coach, and in manifest retaliation for Dolan’s prior complaints to the UCSB
18 Chancellor, Dr. Henry Yang, and others about unsafe working conditions adjacent to the Track
19 & Field complex, which prior complaints culminated in Dolan’s participation in a separate
20 lawsuit against UCSB filed by a woman who had been brutally raped in the same physical
21 location that Dolan had attempted to bring to the attention of UCSB, and to Dr. Yang, as unsafe.

22 3. The termination also breaches Dolan’s contract (attached hereto as **Exhibit A** and
23 incorporated herein by reference thereto), which was supposed to continue through June 30,
24 2019. UCSB had no valid reason for its decision to terminate Dolan for cause, but its decision to
25 do so has aborted Dolan’s career short of a key retirement milestone.

26 4. Before his unlawful termination, for more than three decades Pete Dolan served
27 UCSB, loyally and with notable distinction, as the Director of UCSB’s Cross-Country and Track
28 & Field programs.

1 5. By any measure, before his unjust termination, Dolan had succeeded in building
2 at UCSB nationally prominent Cross-Country and Track & Field programs that consistently
3 competed for Big West Conference Championships and sent individuals to NCAA competition
4 and beyond. *See* attached **Exhibit B** incorporated herein by reference thereto. Dolan’s peers
5 recognized his success by naming him Big West Cross-Country Coach of the Year eleven times,
6 Big West Track & Field Coach of the Year twice, and USTFCCA 2012 West Region Outdoor
7 Head Coach of the Year.

8 6. Coming off of another successful Cross-Country season in 2017, and with a new
9 Track & Field facility set to open in April 2018 with the inaugural meet against rival Cal Poly
10 San Luis Obispo, the future seemed very bright, and as 2018 began Dolan was looking forward
11 to leading UCSB Track & Field and Cross-Country to even greater heights.

12 7. Instead, on or about February 23, 2018, Dolan was summoned to a meeting with
13 UCSB’s Athletic Director, John McCutcheon, and notified that he was being placed on indefinite
14 administrative leave for alleged verbal abuse, which McCutcheon implied was widespread.
15 During the meeting Dolan asked repeatedly for details as to the allegations against him.
16 McCutcheon provided none, stating only that the allegations had “nothing to do” with any
17 alleged violations of NCAA rules.

18 8. Before the February 23 meeting, Dolan had received no prior notice of any
19 preexisting problems or complaints. In contrast, Dolan’s performance reviews throughout his
20 three decades of service always reflected his outstanding performance. The only written reviews
21 in his personnel file date from 2001, 2002, 2003, and 2016, and were uniformly stellar.

22 9. Given his decades of loyal and exemplary service, Dolan trusted and relied on
23 UCSB to promptly investigate the undisclosed accusations against him in a fair and ethical
24 manner, and to provide him with a reasonable opportunity to review and respond to the
25 allegations.

26 10. Instead, UCSB placed Dolan on administrative leave and thereafter refused to
27 disclose any information about the allegations to which Dolan could respond. On or about
28 March 12, 2018, McCutcheon sent a letter to Dolan that unnamed individuals had accused Dolan

1 of “verbal abuse of student athletes, improper roster management practices, and violation of
2 NCAA policy,” albeit McCutcheon refused to provide Dolan with the name of any single
3 individual or to describe the alleged behavior that constituted misconduct.

4 11. Thereafter, UCSB assigned individuals to “investigate” the allegations who either
5 had no relevant experience or expertise in investigating misconduct, or who were biased against
6 Dolan by virtue of their own involvement in some of the underlying conduct. The result was a
7 four-month delay in completing the “investigation” —the entirety of the outdoor Track & Field
8 season—during which UCSB refused to provide Dolan with any opportunity to learn about and
9 respond to the allegations, and during which time UCSB’s “investigators” similarly refused to
10 speak with or interview Dolan.

11 12. By mid-March 2018, Dolan’s unexplained and continuing absence from his duties
12 was starting to take its toll on the Track & Field teams, recruiting, and alumni relations, with
13 numerous alumni writing to UCSB officials, including McCutcheon and Chancellor Yang, to
14 seek information about the investigative process and to demand that Dolan be provided a fair
15 opportunity to review and respond to the allegations against him.

16 13. In April 2018, in advance of the inauguration ceremony for the new Track &
17 Field complex as part of the rivalry track meet against Cal Poly SLO, an event designed to
18 celebrate an achievement that would not have happened without Dolan’s sustained efforts,
19 numerous alumni again wrote to UCSB officials to demand that Dolan be provided an
20 opportunity to defend his reputation.

21 14. Meanwhile, UCSB’s refusal to provide Dolan an opportunity to review and
22 respond to the allegations against him forced Dolan to retain counsel (Daniel Kolodziej, Esq., of
23 Trygstad Schwab & Trygstad) (“Kolodziej”). Kolodziej wrote to McCutcheon on April 2, 2018,
24 demanding to be informed of the status of the investigation and that it be performed in a fair and
25 objective process.

26 15. On April 3, 2018, a UCSB lawyer, Nancy Hamill, Esq., wrote back to assure
27 Kolodziej that “we understand Coach Dolan’s concerns and we are moving as expeditiously as
28 we can.” Subsequent developments showed this to be simply a stalling tactic.

1 16. Kolodziej was simultaneously working with the NCAA to understand the alleged
2 violations of NCAA policy. On or about April 25, 2018, just three days before the Cal Poly SLO
3 rivalry meet inaugurating the new Track & Field facility, Dolan and Kolodziej attended an
4 interview with the NCAA, UCSB’s counsel, and UCSB’s Athletic Department Compliance
5 Officer, Sean Strauch.

6 17. At the interview, Dolan learned that the NCAA was investigating certain
7 compliance issues that implicated the advisory role and compliance responsibilities of Strauch,
8 whose job was to ensure that UCSB athletic coaches remained in compliance with the ever-
9 changing landscape of NCAA rules. Dolan explained in detail his consistent and concerted
10 efforts to comply with the NCAA’s rules as he understood them, and Strauch (UCSB’s NCAA
11 Compliance Officer) said nothing to suggest that Dolan had ever done anything other than work
12 with the UCSB’s NCAA Compliance Office in an effort to abide by all applicable rules.

13 18. Following the interview, Dolan learned that UCSB appointed Strauch to
14 “investigate” the very same allegations as they related to Dolan, ignoring the inherent conflict of
15 interest represented by Strauch’s own role relative to alleged NCAA non-compliance by Dolan.

16 19. Notwithstanding the conclusion of Dolan’s NCAA interview, UCSB refused to
17 allow Dolan to return to his duties as head Track & Field coach, and the rivalry meet against Cal
18 Poly SLO inaugurating the new Track & Field facility happened without Dolan on April 28,
19 2018. Shortly thereafter, Dolan became the subject of speculative and disparaging online
20 postings, all the while still unaware of why UCSB had put him on leave in the first place.

21 20. Unrelated to the underlying allegations, Dolan was contacted by the attorneys for
22 the Plaintiff in a pending lawsuit against UCSB regarding a brutal rape of the Plaintiff in 2014,
23 which lawsuit alleged that UCSB had known of, but refused to ameliorate, dangerous conditions
24 on the UCSB campus, immediately adjacent to the Track & Field complex, which conditions
25 provided a forum for the underlying attack. Prior to the attack, Dolan had reported the dangerous
26 condition of the premises to UCSB as an unsafe working condition. UCSB’s Chancellor, Dr.
27 Henry Yang, subsequently approached Dolan at a public event to berate Dolan for reporting the
28 dangerous condition of the premises. Thereafter, Dolan cooperated in that lawsuit by describing

1 his activity of protected reporting, of which participation and cooperation Dolan believes UCSB
2 and its Chancellor were aware.

3 21. On or about May 15, 2018, nearly three months after Dolan was put on
4 “investigatory leave” without explanation, and three days after the Big West Conference
5 Championships, which took place without Dolan for the first time in decades, UCSB finally
6 granted Dolan’s request to review the allegations against him.

7 22. At the May 15 meeting, UCSB disclosed that none of the alleged “verbal abuse”
8 involved gender-based or ethnic/racial-based harassment or discrimination. Instead, UCSB
9 disclosed that several apparently disgruntled former athletes had contacted the Athletic
10 Department to complain that Dolan had spoken to them in an allegedly “abusive” manner. These
11 former athletes then began a campaign of disparagement of Dolan, the unifying theme of which
12 was that each of these former athletes had either been cut from the team by Dolan for failing to
13 meet the pre-season time trial qualifying standards, or they had been suspended or disciplined by
14 Dolan for otherwise failing in their obligations and performance as part of the team.

15 23. Dolan freely acknowledged that his role as Head Coach involved disciplining
16 athletes who failed to follow team rules, and that he also had the unpleasant task of cutting
17 athletes from the Team for performance reasons. However, Dolan denied ever acting in an
18 abusive or improper manner toward his athletes; he clarified that some of the alleged verbal
19 interactions were demonstrably untrue and had in fact occurred in the presence of third parties
20 who UCSB had failed to interview, but who could corroborate Dolan’s statements; and he further
21 pointed out that none of the alleged interactions, even if accepted as true, could be reasonably
22 construed as improperly abusive or threatening.

23 24. Rather, Dolan pointed out that the majority of the conduct in question simply
24 involved difficult conversations that his job as Head Coach required him to have with student-
25 athletes who either failed to qualify for the team or refused to follow Dolan’s instructions and/or
26 team rules.

1 25. As to certain allegations, as with the NCAA matter, Dolan identified persons at
2 UCSB who were primarily responsible for the complained-of conduct/omission(s), or who would
3 be able to corroborate Dolan’s responses to the allegations.

4 26. Rather than follow up on Dolan’s responses, and seek to verify the specific
5 information Dolan had provided in his interview, instead, on or about May 17, 2018—less than
6 48 hours after Dolan’s interview—UCSB notified Dolan that it was terminating his contract, a
7 termination UCSB later described as “for cause.”

8 27. UCSB’s decision to terminate Dolan was made in advance of the May 15
9 interview, a fact made clear (a) by the timing of the termination; (b) the fact that UCSB’s lawyer,
10 Nancy Hamill, Esq., who notified Dolan of the termination, did not even attend the May 15
11 interview; and (c) UCSB’s refusal to follow up on the specific information Dolan provided at the
12 interview.

13 28. The termination letter demonstrates that UCSB knew it needed to state a “cause,”
14 however specious, for terminating Dolan, both as a matter of law and as a matter of external
15 perception. Similarly, other internal UCSB paperwork reinforces the fact that UCSB knew it
16 could not fire Dolan without cause.

17 29. Given the cursory and incompetent manner in which UCSB conducted the
18 investigation, its refusal to seek to verify Dolan’s exculpatory responses from the May 15
19 interview, and the expedience with which UCSB terminated Dolan following the interview,
20 UCSB’s investigative and adjudicative process reflected a pre-ordained result, and was thus
21 manifestly unfair to Dolan. It was conducted by persons with no competence or experience to
22 perform an investigation of this sort, and some of whom had conflicts of interests due to their
23 own positions and responsibilities relative to the complained-of conduct.

24 30. Notwithstanding UCSB’s purported authority under its contract with Dolan to
25 terminate Dolan based on its “sole discretion,” UCSB engaged in a sham investigative process
26 for the purpose of avoiding the perception from alumni and other concerned members of the
27 public that Dolan was being treated unfairly, and to divert attention from its decision to retaliate
28 against Dolan for his involvement in the rape lawsuit against UCSB, and to replace Dolan with

1 younger and cheaper coaches. The results of this investigative process were the release of false
2 and disparaging information about Dolan by UCSB officials to student-athletes and others,
3 which false information has harmed Dolan’s reputation and employment prospects, and Dolan
4 being wrongly terminated “for cause.”

5 31. Following Dolan’s termination, UCSB promptly replaced Dolan with two wholly
6 inexperienced assistant coaches, each of whom is under the age of thirty. Dolan further alleges
7 on information and belief that in doing so UCSB saves a significant amount of money in salary
8 funds and retirement benefits it would otherwise have had to pay by virtue of its contract with
9 Dolan, which benefits it has now deprived Dolan of by illegally terminating him shortly before
10 he reached an important retirement benefits milestone.

11 32. Dolan’s termination also immediately became the subject of multiple online
12 message board threads on the nation’s leading website for professional and collegiate Track &
13 Field and Cross Country news as well as news broadcasts on Santa Barbara local television with
14 related online reporting, all of which were defamatory and disparaging, and caused Dolan severe
15 professional and reputational harm and emotional distress.

16 33. In sum, UCSB operated with improper motives to terminate Dolan. UCSB placed
17 Dolan on administrative leave without sufficient explanation; it conducted its investigation in a
18 cursory and incompetent manner, and it gathered facts, however unfounded and unverified, to
19 support its predetermined decision to terminate Dolan as a means to save money, and to retaliate
20 against Dolan for his cooperation in an embarrassing and public lawsuit that implicated the
21 Chancellor of the University.

22 34. The foregoing chronology forms the common basis for Dolan’s causes of action
23 in this lawsuit: age discrimination, retaliation, wrongful discharge in violation of public policy,
24 breach of contract, and violation of California due process rights. Dolan has obtained a Right to
25 Sue notice from the California Department of Fair Employment & Housing, which notice is
26 attached hereto as **Exhibit C** and incorporated herein by reference thereto. Dolan has suffered
27 significant harm, including to his reputation and occupation, as a direct result of Defendant’s
28 actions, and Dolan accordingly seeks relief from this Court to remedy these wrongs.

1 **PARTIES**

2 35. Plaintiff Pete Dolan is an individual who resides, and for all relevant times alleged
3 in this Complaint did reside, in the County of Santa Barbara, California.

4 36. Defendant The Regents of the University of California is a public entity
5 governing the University of California campuses, including the University of California, Santa
6 Barbara, which employed Dolan for over thirty years as otherwise alleged in this Complaint and
7 has its principal place of business in the County of Santa Barbara, California.

8 37. The true names and capacities of the defendants named as Does 1 through 100 are
9 unknown to Plaintiff, who therefore sues those defendants by fictitious names. On information
10 and belief, Does 1 through 100 are and were agents, employees, parents, or subsidiaries of the
11 other defendants and are legally responsible in some manner for the events and happenings
12 alleged herein. Plaintiff will seek to amend this Complaint to allege the true names and
13 capacities of the Doe defendants when ascertained.

14 38. At all relevant times, each of the Defendants was acting as an agent, servant,
15 employee, or representative of Defendants, and, in doing the things alleged in this Complaint,
16 was acting within the course and scope of their agency, service, employment, or joint venture.

17 **JURISDICTION AND VENUE**

18 39. Jurisdiction in the courts of the State of California is proper pursuant to Section
19 410.10 of the California Code of Civil Procedure.

20 40. Venue for this action in the County of Santa Barbara is proper pursuant to
21 Sections 395 and 395.5 of the California Code of Civil Procedure. Defendant contracted to
22 perform an obligation in the County of Santa Barbara, the contract was made and entered into in
23 the County of Santa Barbara, the contract was performed in the County of Santa Barbara, the
24 breach occurred in the County of Santa Barbara, the discrimination and tortious conduct took
25 place in the County of Santa Barbara, and the parties reside in the County of Santa Barbara.

26 41. Plaintiff Pete Dolan has suffered damages well in excess of \$25,000.00, the
27 jurisdictional minimum of this Court.

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FIRST CAUSE OF ACTION

(Against The Regents of the University of California and Does 1 through 100 for Age
Discrimination)

42. Paragraphs 1-41 above are incorporated by reference herein as though fully set forth.

43. UCSB is an employer. Dolan was an employee of UCSB until UCSB terminated Dolan's employment.

44. Dolan was age 58 – well over 40 – at the time of the termination by UCSB.

45. At the time of his termination, as throughout his career, Dolan performed not only at a satisfactory level but indeed he consistently provided extraordinary services for the UCSB Athletics Department and UCSB athletes, as described in this Complaint, including by building at UCSB nationally prominent Cross-Country and Track & Field programs that consistently competed for Big West Conference Championships and sent individuals to NCAA competition and beyond.

46. Dolan's age was a substantial motivating reason for UCSB's decision to terminate Dolan, whom UCSB replaced with coaches who are significantly younger and far less qualified than Dolan, and who are collectively paid significantly less than what Dolan was paid.

47. Dolan has suffered harm in an amount to be proven at trial.

48. UCSB's conduct was a substantial factor in causing Dolan's harm because if UCSB had not abruptly, baselessly, and illegally terminated Dolan, he would still be employed by UCSB.

49. UCSB acted with oppression, fraud, or malice based upon UCSB's ulterior and illegal motives in terminating Dolan. Dolan has been effectively made a scapegoat for other UCSB failings, and even the failings of the complaining student-athletes themselves. UCSB accordingly knew and intended to cause economic, reputational, and occupational harm to Dolan, or acted with a willful and conscious disregard of the rights of Dolan.

50. Dolan has obtained a Right to Sue notice from the California Department of Fair Employment & Housing (attached hereto as **Exhibit C**).

1 **SECOND CAUSE OF ACTION**

2 (Against The Regents of the University of California and Does 1 through 100 for Retaliation)

3 51. Paragraphs 1-41 above are incorporated by reference herein as though fully set
4 forth.

5 52. Dolan was an employee of UCSB until UCSB terminated Dolan’s employment.
6 During Dolan’s employment, Dolan engaged in protected activity, including but not limited to
7 reporting to UCSB, and to its Chancellor, Dr. Henry Yang, the unsafe working conditions
8 adjacent to the Track & Field complex where a woman, who has filed a separate lawsuit against
9 UCSB, was later raped, and with which lawsuit Dolan has cooperated.

10 53. UCSB terminated Dolan, and a substantial motivating reason for UCSB’s
11 decision to terminate Dolan was his engaging in protected activity, including but not limited to
12 Dolan’s reporting of unsafe working conditions, and Dolan’s cooperation in a separate lawsuit
13 related to the unsafe condition Dolan reported.

14 54. Dolan has suffered harm in an amount to be proven at trial.

15 55. UCSB’s decision to terminate Dolan was a substantial factor in causing him harm
16 because if UCSB would not have abruptly, baselessly, and illegally terminated Dolan, he would
17 still be employed by Defendant.

18 56. UCSB acted with oppression, fraud, or malice based upon UCSB’s inappropriate
19 and illegal motives in terminating Dolan. Dolan has been effectively made a scapegoat for other
20 UCSB failings, and even the failings of the complaining student-athletes themselves. UCSB
21 accordingly knew and intended to cause economic, reputational, and occupational harm to
22 Dolan, or acted with a willful and conscious disregard of the rights of Dolan.

23 **THIRD CAUSE OF ACTION**

24 (Against The Regents of the University of California and Does 1 through 100 for Wrongful
25 Discharge in Violation of Public Policy)

26 57. Paragraphs 1-41 above are incorporated by reference herein as though fully set
27 forth.

28 58. Dolan was employed by UCSB, and UCSB discharged Dolan.

1 59. UCSB's violation of public policy, including but not limited to UCSB's
2 discrimination against Dolan based upon his age and UCSB's retaliation against Dolan for
3 reporting unsafe working conditions, were substantial motivating reasons for Dolan's discharge.

4 60. Dolan has suffered harm in an amount to be proven at trial as a result of his
5 discharge.

6 61. UCSB acted with oppression, fraud, or malice based upon UCSB's inappropriate
7 and illegal motives in terminating Dolan. Dolan has been effectively made a scapegoat for other
8 UCSB failings, and even the failings of the complaining student-athletes themselves. UCSB
9 accordingly knew and intended to cause economic, reputational, and occupational harm to
10 Dolan, or acted with a willful and conscious disregard of the rights of Dolan.

11 **FOURTH CAUSE OF ACTION**

12 (Against The Regents of the University of California and Does 1 through 100 for Breach of
13 Contract)

14 62. Paragraphs 1-41 above are incorporated by reference herein as though fully set
15 forth.

16 63. Dolan and UCSB entered into an employment contract whereby Dolan agreed to
17 perform services for UCSB, and UCSB agreed to provide Dolan compensation and benefits as
18 set forth in the contract.

19 64. Dolan did all, or substantially all, of the significant things that the contract
20 required him to do by providing extraordinary services for the UCSB Athletics Department and
21 UCSB athletes, as described in this Complaint including his success in building UCSB's
22 nationally prominent Cross-Country and Track & Field programs that consistently competed for
23 Big West Conference Championships and sending individuals to NCAA competition and
24 beyond. Dolan's employment performance reviews evidence that his performance exceeded
25 expectations.

26 65. Despite Dolan's exceptional performance as a coach, and the significant
27 improvements he made to the Cross-Country and Track & Field programs, UCSB failed to
28 perform pursuant to the contract, and in fact engaged in an activity which the contract prohibited

1 it from doing, by terminating Dolan and failing to provide him the compensation and benefits to
2 which he was entitled under the contract.

3 66. Dolan has suffered harm in an amount to be proven at trial.

4 67. UCSB's breach of contract was a substantial factor in causing Dolan's harm,
5 because if UCSB had not abruptly, baselessly, and illegally terminated Dolan, he would still be
6 employed by UCSB.

7 **FIFTH CAUSE OF ACTION**

8 (Against The Regents of the University of California and Does 1 through 100 for Violation of
9 California Due Process Rights)

10 68. Paragraphs 1-41 above are incorporated by reference herein as though fully set
11 forth.

12 69. Based upon the nature of his employment, through the University of California, a
13 public university system and state actor, Dolan has a constitutionally-protected property interest
14 in his employment.

15 70. As a result of this constitutionally-protected property interest, Dolan is entitled to
16 substantive and procedural protections against punitive actions by his superiors, including
17 through the due process clause of article I, section 7, of the California Constitution. Prior to
18 termination, Dolan had a right to protections including an evidentiary hearing to challenge the
19 action taken against him, commonly known as a *Skelly* hearing (from *Skelly v. State Personnel*
20 *Bd.* (1975) 15 Cal. 3d 194).

21 71. UCSB failed to provide Dolan with the substantive and procedural protections to
22 which he was entitled based upon his constitutionally-protected property interest. UCSB did not
23 provide Dolan with an evidentiary hearing pursuant to *Skelly* and conducted by a reasonably
24 impartial reviewer who had not been directly involved with the investigation of the matters
25 which led to the taking of the adverse action. Instead, UCSB conducted a sham investigation,
26 performed by individuals who were biased against Dolan; compromised by their own
27 participation in the alleged acts being investigated; and otherwise inexperienced and incompetent
28 to fairly gather and weigh the facts – all in a deliberate effort to violate Dolan's rights and

1 unlawfully terminate his employment. Furthermore, UCSB failed in its obligation to hold
2 meetings or hearings into the matter that were overseen by a reasonably impartial, noninvolved
3 reviewer as required by law.

4 72. UCSB violated Dolan's due process rights provided for by the California
5 Constitution, and as a direct and proximate result, Dolan has suffered harm in an amount to be
6 proven at trial.

7 73. In the employment contract between Dolan and UCSB, Paragraph B, purporting
8 to waive Dolan's procedural rights, is procedurally and substantively unconscionable and
9 therefore unenforceable. As part of the University of California system, UCSB has a
10 significantly greater amount of bargaining power in comparison to Dolan, an individual.
11 Additionally, the clause purports to waive all of Dolan's rights to any due process which he is
12 otherwise entitled to without providing any further compensation or benefit for Dolan. The
13 result is overly harsh and wholly one-sided, as UCSB solely benefits and Dolan is significantly
14 harmed through the loss of procedural rights.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

A. For a finding that UCSB has discriminated against Plaintiff on the basis of age;

B. For a finding that UCSB has unlawfully retaliated against Plaintiff;

C. For a finding that UCSB wrongfully discharged Plaintiff in violation of public policy;

D. For a finding that UCSB has breached its contract with Plaintiff and, thereby, violated Plaintiff's rights;

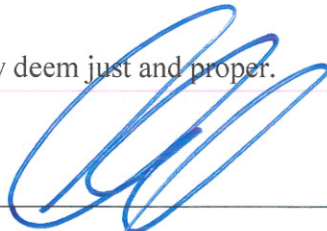
E. For a finding that UCSB violated Plaintiff's California due process rights;

F. For general and special damages in an amount to be determined at trial, including interest;

G. For reasonable attorneys' fees and costs of the suit as may be properly recoverable; and

H. For such other relief as the Court may deem just and proper.

Dated: October 31, 2018



LAW OFFICE OF CHARLES M. OXTON
Charles M. Oxtton

LAW OFFICE OF ERIC B. GANS
Eric B. Gans

LAW OFFICES OF DAMIAN D. CAPOZZOLA
Damian D. Capozzola
Timothy R. Laquer

EXHIBIT A

**University of California, Santa Barbara
Contract Appointment - Coach**

**EMPLOYMENT AGREEMENT
For an EXEMPT
Professional & Support Staff (PSS) Position**

This agreement is entered into on **July 1, 2017** by and between The Regents of the University of California ("University" or "management") and **Peter Dolan**

This agreement sets forth the terms and conditions of your employment in the position of **Head Coach – Men's & Women's Track/Cross Country**, job code **4005** in **Intercollegiate Athletics**.

A. APPOINTMENT DURATION

This appointment is to begin on **July 1, 2017** and may continue until **June 30, 2019**, unless terminated earlier pursuant to paragraph M or N. Unless terminated earlier pursuant to paragraph M or N, your appointment will terminate automatically on **June 30, 2019** unless the contract is extended prior to the termination date in writing signed by both parties. If the contract is extended, it will terminate automatically upon the expiration date unless terminated earlier pursuant to paragraph M or N.

B. WAIVER OF PROCEDURAL RIGHTS

The appointee understands and agrees that if this Agreement is terminated under paragraphs A, M or N, the appointee is waiving the appointee's rights, if any, to any process the appointee might otherwise be due, such as a *Skelly* hearing, a post-deprivation hearing and/or a liberty interest hearing. The appointee attests that the appointee is voluntarily waiving the appointee's rights, if any, to such processes in exchange for the bargained for consideration in paragraph F of this Agreement.

C. DUTIES AND RESPONSIBILITIES

Your duties and responsibilities shall be those set forth in the attached job description which is incorporated into this agreement. Additional duties may be assigned to you and the job description may be modified from time to time by management in order to accommodate changing circumstances and needs. Your duties and responsibilities shall be conducted in accordance with the University's policies, procedures, and rules as established by management. You agree to perform all the duties set forth in your job description as well as those assigned by management.

D. HOURS OF WORK

This appointment is at **100** percent of full time. The University will schedule your hours to accommodate operational needs. As an exempt employee, you will **not** receive overtime compensation, and you will be expected to work the amount of time necessary to perform the assigned duties. This position emphasizes meeting the responsibilities assigned to this position, rather than working a specified number of hours.

E. COMPENSATION AND BENEFITS

1. Salary

This position is assigned to a payroll title of **4005**, and salary grade **N/A** (if applicable). The salary for this position is **\$90,898 (\$7,574.82** per month) for work at 100 percent of full time, less applicable withholdings. Any changes in your salary shall be only by written amendment to this contract signed by both parties.

2. Benefits

You shall be eligible for University-sponsored health and welfare benefits and retirement benefits in accordance with the eligibility provisions of the University of California Group Insurance Regulations and the University of California Retirement System plan documents and related regulations.

3. Scheduling of Time Off

Although the appointee is not eligible to receive accrued vacation or holiday benefits, he/she can schedule of leave periods with the approval of the Director of Intercollegiate Athletics in his/her sole discretion after consultation with the appointee. Any leave of more than forty-eight hours (48) must be approved in advance by the Director of Intercollegiate Athletics.

F. APPLICATION OF PERSONNEL POLICIES FOR STAFF MEMBERS AND OTHER POLICIES

These policies may be changed by the University at any time and those changes will be applicable to you.

1. Policies Applicable to All Exempt Professional & Support Staff Contract Appointments

The *Personnel Policies for Staff Members* listed below are incorporated into this agreement.

Policy 1: General Provisions

Policy 2: Definition of Terms

Policy 3: Types of Appointment

Policy 12: Nondiscrimination in Employment

Policy 21: Appointment (except Sections A and B)

Policy 30: Compensation

Policy 34: Incentive and Recognition Award Plans – Managers & Senior

Professionals and Professional & Support Staff (if eligibility criteria are met)

Policy 35: Uniforms and Safety Apparel (if applicable)

Policy 63: Investigatory Leave

Policy 70: Complaint Resolution (Discrimination Complaints only)

Policy 80: Staff Personnel Records

Policy 81: Reasonable Accommodation (Sections A, B, and C only)

Policy 82: Conflict of Interest

Policy 83: Death Payments (if eligibility criteria are met)

Policy 84: Accommodations for Nursing Mothers

Policy 2.210: Absence from Work:

Section III.A: General Leave Provisions

Section III.D: Leaves Related to Life Events (except Supplemental

Family and Medical Leave; Extended Sick Leave pursuant to Work-Related Injury or Illness; and Personal Leave)
Section III.E: Military and Other Service-related Leaves
Section III.F: Administrative Leaves (except Professional Development Leave)
Section III.G: Other Leaves

2. No other provisions of *Personnel Policies for Staff Members* shall apply.
3. In addition, current and/or amended policies such as Sexual Violence and Sexual Harassment, the Whistleblower Policy (Reporting and Investigating Allegations of Suspected Improper Governmental Activities) and the Whistleblower Protection Policy, the Policy on Substance Abuse, the University's Patent Policy and Electronic Communications Policy, Regents Policy 7706 (Reemployment of UC Retired Employees Into Senior Management Group and Staff Positions), as well as other policies of general application which the University may promulgate from time to time, shall apply.

G. REIMBURSEMENT OF EXPENSES INCURRED BY STAFF MEMBER

With prior University approval, you shall be entitled to reimbursement of expenses (including travel expenses) incurred by you on behalf of the University in the performance of your duties. Reimbursement requests must be submitted in accordance with University policies on travel and expense reimbursement. These policies may be amended by the University at any time and those changes will be applicable to you.

H. BREACH OF NCAA RULES

In the performance of the appointee's duties, the appointee shall not either directly or indirectly breach or support, approve or tolerate the breach by any player or coach subject to the appointee's supervision, of any announced and/or published rules of the current NCAA Constitution and Bylaws or the governing policies of Collegiate amateur athletics to which the University adheres.

I. PUBLIC APPEARANCES/COMMERCIAL ACTIVITY

The appointee shall make no public appearance, either in person or by means of radio or television, nor willingly allow the use of his/her name in conjunction with his/her relationship to the University when any such appearance or use of his/her name will result in unfavorable reflection upon the University. "Commercial activity" shall include any appearance by the appointee, either in person or on radio or television, or the presentation by the appointee of any news story or article for publication in any newspaper or periodical.

The provision of the above paragraph notwithstanding, the appointee and the (N/A) may participate in seminars, clinics, banquets, celebrity events, media interviewing, or make speaking or consulting agreements without having received prior written consent from the Director of Athletics, provided that the appointee's participation in these activities results in no unfavorable reflection upon the University. If the Director of Athletics is aware that the appointee's participation in any of these activities will adversely affect the University, the Director of Athletics may direct the appointee not to participate in these activities.

J. GRATUITIES AND ANNUAL WRITTEN ACCOUNTING OF OTHER ATHLETICALLY-RELATED INCOME

The appointee shall not accept any gratuities in connection with the performance of his/her duties, except with the prior approval of the Director of Intercollegiate Athletics per NCAA rules. The appointee shall annually report all athletically-related income from sources outside the University through management to the Chancellor of this University.

K. ENDORSEMENTS AND USE OF NAMES/AFFILIATIONS

The appointee shall not directly or indirectly use the NCAA's name or the appointee's affiliation with the association in the endorsement of products or services. In addition, the appointee shall not directly or by implication use the University's name or logo in the endorsement of products or services without prior approval from the Director of Intercollegiate Athletics per NCAA rules.

L. DISCLOSURES

The appointee shall disclose to the University in writing before signing this Agreement the date and substance of any substantiated claims of misconduct that have been made against the appointee in his/her professional capacity before the date of this Agreement. This includes, but is not limited to, any substantiated claims made against the appointee that the appointee violated a prior employer's policy, any NCAA regulations, or applicable law.

M. TERMINATION DUE TO DISABILITY OR DEATH

This Agreement shall terminate automatically upon the appointee's death. If the appointee is unable to perform his/her essential job functions with or without reasonable accommodation, the University or appointee may terminate this Agreement.

N. TERMINATION OF APPOINTMENT AND AT WILL STATUS

You are an at-will employee, which means your appointment may be terminated at any time by you or the University, with or without notice, and with or without cause, in a writing served on the other party. Although other terms and conditions can be changed from time to time at the discretion of the University, the at-will status of this agreement cannot be changed, amended, or altered.

Termination is not reviewable under Staff Policy 70, Complaint Resolution, except for complaints of discrimination.

O. RENEWAL OR EXTENSION OF THE CONTRACT

You and the University may agree to renew your appointment. In order for the renewal to be effective, you and the University must enter into a new employment agreement which sets forth the terms to the new agreement. In the alternative, the duration of the existing contract may be extended by mutual written agreement. The written extension must specify the new end date.

Non-renewal and non-extension of your contract are not reviewable under Staff Policy 70, Complaint Resolution, except for complaints of discrimination.

P. GENERAL PROVISIONS

Except for any other agreements set forth in the University of California State Oath of Allegiance, Patent Policy, and Patent Acknowledgement [AND ANY OTHER AGREEMENTS], this contract constitutes the entire agreement between the parties and supersedes any other prior agreements and any other representations made to you about the terms and conditions of your employment, whether written or oral. The terms of this agreement, except the at-will status, may be modified


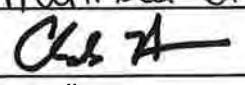

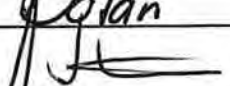
Appointee: Peter Dolan
Department: Athletics
Period of Appointment: 07/01/2017-06/30/19
Page 5 of 5

only by subsequent written agreement signed by both parties. In the event that any part of this agreement is declared or rendered invalid by court decision or statute, the remaining provisions of the agreement shall remain in full force and effect. California law shall govern the interpretation and construction of this agreement.

Q. OTHER CONDITIONS FOR EFFECTIVE CONTRACT

This employment contract is not effective until you have completed all University payroll/personnel processing necessary to become a University contract employee. This includes, but is not limited to, the federal requirement that you provide to the University documentary evidence of your eligibility to work in the United States.

Signatures:

Human Resources: <u></u>	Date: <u>7/25/17</u>
Print Name: <u>M. Crawford</u>	Title: <u>Employment Manager</u>
Chuck Haines: <u></u>	Date: <u>8/4/17</u>
Acting Assistant Chancellor Finance and Resource Management	
Coach: <u></u>	Date: <u>8/18/17</u>
Print Name: <u>Pete Dolan</u>	Title: <u>Head Coach</u>
John McCutcheon: <u></u>	Date: <u>8/18/17</u>
Director Intercollegiate Athletics	

PSS Coach Exempt Contract -7-5-16 MSC

UCSB

1st Amendment of
an EMPLOYMENT AGREEMENT
for a
Contract Appointment

This amendment is entered into on **October 12, 2017** by and between The Regents of The University of California (hereinafter "University") and **Pete Dolan** (hereinafter "the appointee"), regarding the original agreement (attached) for the position of **Head Coach – Men's and Women's Track & Field / Cross Country in Athletics** covering the period **July 1, 2017 to June 30, 2019**; effective July 1, 2017.

The parties mutually agree as follows:

- A. The provisions of Section E (**Compensation and Benefits**) Paragraph 1 of the Original Agreement are eliminated and replaced by the following:

Salary

This position is assigned to a payroll title of **Head Coach** (title code **4005**), and a Professional and Support Staff (PSS) salary grade of **N/A** (if applicable). The salary for this position is **\$7,802.15** per month at 100% time. Changes in salary shall be by revision of this Agreement. All compensation shall be paid in accordance with the payroll policies of the Regents and subject to such deductions as may be required by applicable laws and regulations.

B. SIGNATURES

Melinda Crawford
Employment Manager
Human Resources:



Date: 12/5/17

Chuck Haines
Acting Assistant Chancellor
Finance & Resource Management



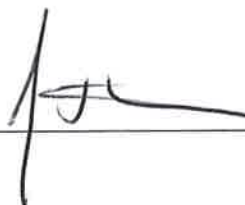
Date: 12/20/17

Coach: 

Date: 1/4/18

Print Name: Pete Dolan

John McCutcheon
Director
Intercollegiate Athletics:



Date: 1/9/18

EXHIBIT B

- Hats
- Bags & Luggage
- Youth
- Novelties
- Twitter
- Facebook
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Search

Men's Cross Country

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Pete Dolan



Bio

Dolan By the Numbers

2012 USTFCCCA West Region Outdoor Head Coach of the Year

* 2 Big West Track and Field Team Titles (Women '05, Men '12)

* 11 Big West Cross Country Team Titles

* 97 Big West Track and Field Champions

* 18 NCAA Track and Field All-Americans

* 54 NCAA Track and Field National Qualifiers

* 2x Big West Track and Field Coach of the Year

* 11-Time Big West Cross Country Coach of the Year

* 10 Big West Cross Country Individual Champions

* 3 Cross Country All-Americans

* 18 Cross Country All-Regional Honors

* 21 Years in a row that UCSB Athletes have been awarded All-Big West honors (leads Big West) Dolan's runners hold UCSB school records in every distance race from 800m-10,000m

Model Program

Pete Dolan, now in his 30th year with the Gauchos, is the Head Coach for Track and Field and Cross Country. Dolan has led a remarkable championship run at UCSB- evident by his teams winning Big West Championships in Men's and Women's Cross Country as well as Men's and Women's Track and Field.

As a Head Coach, he has captured a Big West Team Title in all four Championships.

UCSB has become a sought after destination for distance runners looking to train in a competitive group and develop in their respective events.

Over the past decade UCSB has been the top-all around program in the Big West Conference factoring in performances in cross country and track and field, on both the men's and women's side. Coach Dolan has dedicated his program to the development of all the areas of a track and field team. PDF

Since Dolan's arrival in Santa Barbara in 1987, both the men's and women's distance programs have become highly regarded in the Big West Conference and have helped put UCSB in position to consistently contend for team championships. Illustrating that point, since 2005 the UCSB women's track and field program has finished in the top-2 at the Big West Championships 7 times, winning in 2005. The 2013 season ended with both men's and women's teams finishing runner-up at the Big West Championship although individually it was the best year under Dolan's watch with Gauchos winning 10 event titles. One of those champions, Jennifer Carey, went on to represent Ireland running the 400m in the IAAF World Championships.

Athlete Development

Title: Head Coach/Director of Cross Country
 Phone: 893-8276
 Email: Pete.Dolan@athletics.ucsb.edu
 Year: Thirtieth Season
 Previous College: UC Santa Barbara
 Position: Head Coach

2015 was another banner year for Dolan's harriers. Finishing with a school record low-score of 21 points, the UCSB men won the Big West Cross Country title putting five men in the top-nine- including four of the top-five. Bryan Guijarro captured the cross country win with teammate Anthony Ortolan close behind in second.

On the track, Dolan's men scored 81 points in the distance events at the Big West Championship, winning the 3,000m Steeple (Bryce Rausa) and the 10,000m (Guijarro). Rausa had a season best steeple time of 8:51.24 and Guijarro lowered his 10k best to 29:11.20.

Also in 2015, Dani Moreno captured her first conference title in the 10,000m and Tori Tsois lowered her 1500m best to 4:21.95.

In total, sixteen different UCSB runners scored in the distance events at the 2015 Big West Track Championship.

In 2012 the UCSB Men captured their first Big West Track and Field Championship- scoring in 18 of 21 events. After the Championship meet, Dolan was awarded his 12th Big West Coach of the Year honor- A fitting number matching his 12th Big West team title.

Known for balanced teams with a flair for the distances, the 2012 Gaucho squad was led by two-time All-American Ryan Martin who arrived at UCSB with a 1:53.23 800m personal best. Martin finished his last Big West Championship 800m in 1:44.77, notching his place as the 8th fastest runner in NCAA history in the 800m. Martin would go on to take fourth place at the NCAA Championships, setting the stage for an epic 800m show down in Eugene in late June. Under the Hayward Field lights, lining up in Lane 4, Ryan Martin took to the line in the Olympic Trials 800m final. Martin held on to the pack and charged hard to the tape breaking the finish line in fourth place at 1:44.90, narrowly missing an Olympic bid by .25 seconds.

For the efforts of the 2012 squad, Dolan was named 2012 USTFCCA West Region Coach of the Year

Since the 2000 season, 24 distance athletes from 800 meters to 10,000 meters have qualified for the NCAA Championships.

The success UCSB has enjoyed under Dolan stems from his desire to encourage his teams to strive for excellence by constantly challenging his athletes and staff. One would only need to look into the UCSB all-time lists to see the impact Dolan has had on the Gaucho distance program. In the 800m up to the 10,000m on both the Men's and Women's all-time top 10 lists, all but 11 marks belong to Dolan's athletes with his former runners owning the school record in every category. Those lists provide a glimpse into the exception rate of improvement Dolan's athletes have enjoyed over their UCSB careers.

From 2009 to 2011, Dolan's runners captured 11 Big West Individual Championships on the track. The 2010 Gaucho squad was one for the record books, qualifying 6 athletes for the NCAA Championships- bringing home 5 All-American awards. Danielle Domenichelli took 7th place in the 10,000m with her time of 33:32.31. Domenichelli, then a senior showed her range in adding a 10,000m All-American certificate to go with her 2008 honors in the 5,000m. Julian deRubira placed 9th in the 3,000m steeplechase in 8:49.34. deRubira is the school record holder in the 3,000m steeplechase at 8:43.92. 2010 was also Ryan Martin's initial breakout into the national scene taking 4th in the 800m with 1:47.02.

Three athletes advanced to the NCAA Championships in 2008 under Dolan's guidance. Michael Powers and Danielle Domenichelli each earned All-American honors, and Chris Ashley battled his way to the NCAA Championships in the 5,000m after having a tough 2007 season. Powers best time of 8:48.18 in the 3,000m steeplechase is third all-time in UCSB history.

In 2007, Dolan led the Gaucho men's and women's teams to second-place finishes in a competitive Big West Conference. Six athletes competed in the NCAA Championships, which included Stephanie Rothstein's 5th place All-American performance in the 10,000 meters. Rothstein was named the Big West Athlete of the Year after closing out her marvelous career with a top-five national finish. Rothstein's best 10k, 33:23.33 still stands as the school record at UCSB.

Dolan took the program to new heights in 2005. The Gaucho women claimed their first Conference Championship and broke school records in all the distance races from 1500 meters to 5000 meters. The 5000 meters squad was particularly dominant, setting the Big West conference record, sweeping the first four spots in the Conference Championships, qualifying four athletes to the NCAA Regionals, and qualifying two athletes to the NCAA Championship 5000m finals.

The men had several impressive feats of their own in 2005. The 1500 meters school record was broken, Tetlo Emmen was named All- American at 800 meters, and the top-10 board continued to be re-written. During the cross country campaign, Chris Ashley won the men's individual Big West title and was named Big West Athlete of the Year.

Cross Country #9 at NCAA's

In cross country, the women had their highest placing in school history in the 2006 season, when they advanced to the NCAA Championships and took ninth place. After scoring 26 points at the Big West Championship, the lowest winning total since 1997, the Gaucho's went on to a runner up NCAA Regional finish in Portland's Blue Lake Park,

after placing 4 runners in the top 15. On a muddy course in late November, the Gaucho Women had a historic showing. The five women, Lauren Christman (32), Stephanie Rothstein (47), Megan Lewis (67), Lindsay Christman (98) and Bethany Nickless (153) helped propel UCSB to a 9th place NCAA Finish- losing to only 1 Pac-10 squad (eventual winner Stanford).

With Dolan's guidance the women have won seven Big West Cross Country Championships: 1993, 1994, 1996, 2003, 2004, 2006 and 2007.

Athlete Achievements

Under Dolan's watch the Gaucho men have had their share of success as well, claiming the Big West Cross Country Championship three times: in 1995, 1997 and 2001. Dolan has mentored 3 individual men's champions (Brad Glosser '95, Eric Gans '01, Chris Ashley '05). Twice his athletes have taken the top-2 spots, on both occasions propelling UCSB to team titles (Glosser and Dave Cullum '95 and Eric Gans and Josh Horton '01). His 2001 team ranks as one of UCSB's all-time greats, not only did they snap Cal Poly's three year conference win streak, they went on to finish 17th at the NCAA Division I Championships (there are over 300 NCAA Div. I men's teams).

In his 28 years with the Gauchos, Dolan has guided athletes to the following achievements:

- No. 8 all-time NCAA collegian in the 800m (Ryan Martin - 1:44.77)
- 9th Place NCAA Cross Country Finish in 2006 (Women)
- 17th Place NCAA Cross Country Finish in 2001 (Men)
- 3 Men under 1:48 in the 800m (Martin 1:44.77, Emmen 1:47.60, Locklin 1:47.73)
- Men's 10,000m Big West Conference record (Scott Smith 28:35.71)
- Women's 5,000m former Big West Conference Record (Amanda Moreno 15:58.08)
- 2006 and 2007 Big West Track Athlete of the Year (Stephanie Rothstein)
- 2012 Co-Freshman of the Year (Shyan Vaziri)
- 4 Men's Cross Country Big West Champions

(Dave Cullum '95, Eric Gans '01, Chris Ashley '05, Guijarro '15)

- 7 Women's Cross Country Big West Champions

(Appenrodt '01, Rothstein '03, Christman '04, '06, Lewis '07, Domicelli '08, Moreno '10)

As an undergraduate of UCSB, Dolan was named All-Big West in the 10,000 meters in 1982, and was named UCSB's Most Valuable distance runner in the same year. He received his bachelor's degree in business economics from UCSB in 1982, and his master's degree in sports science from the United States Sports Academy in 1987.

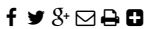


EXHIBIT C



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 | TDD (800) 700-2320
<http://www.dfeh.ca.gov> | email: contact.center@dfeh.ca.gov

June 20, 2018

Timothy Laquer
633 W. Fifth Street, 26th Floor
Los Angeles, California 90071
Damian Capozzola
633 West Fifth Street 26th Floor
Los Angeles, California 90071
Eric Gans
1220 State Street 2nd Floor
Santa Barbara, California 93101
Charles Oxtan
1220 State Street 2nd Floor
Santa Barbara, California 93101

RE: **Notice to Complainant's Attorney**
DFEH Matter Number: 201806-02613915
Right to Sue: Dolan / Regents of the University of California

Dear Timothy LaquerDamian CapozzolaEric GansCharles Oxtan:

Attached is a copy of your complaint of discrimination filed with the Department of Fair Employment and Housing (DFEH) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, DFEH will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the DFEH does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Department of Fair Employment and Housing



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 | TDD (800) 700-2320
<http://www.dfeh.ca.gov> | email: contact.center@dfeh.ca.gov

June 20, 2018

RE: **Notice of Filing of Discrimination Complaint**
DFEH Matter Number: 201806-02613915
Right to Sue: Dolan / Regents of the University of California

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Department of Fair Employment and Housing (DFEH) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. This case is not being investigated by DFEH and is being closed immediately. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to DFEH is requested or required.

Sincerely,

Department of Fair Employment and Housing



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 | TDD (800) 700-2320
<http://www.dfeh.ca.gov> | email: contact.center@dfeh.ca.gov

June 20, 2018

Peter Dolan

,

RE: Notice of Case Closure and Right to Sue
DFEH Matter Number: 201806-02613915
Right to Sue: Dolan / Regents of the University of California

Dear Peter Dolan,

This letter informs you that the above-referenced complaint was filed with the Department of Fair Employment and Housing (DFEH) has been closed effective June 20, 2018 because an immediate Right to Sue notice was requested. DFEH will take no further action on the complaint.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this DFEH Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Department of Fair Employment and Housing

1 **COMPLAINT OF EMPLOYMENT DISCRIMINATION**
2 **BEFORE THE STATE OF CALIFORNIA**
3 **DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING**
4 **Under the California Fair Employment and Housing Act**
 (Gov. Code, § 12900 et seq.)

5 **In the Matter of the Complaint of**

6 Peter Dolan

DFEH No. 201806-02613915

7 Complainant,

8 vs.

9 Regents of the University of California
10 1111 Franklin Street 8th Floor
11 Oakland, California 94607-5200

Respondents

12 1. Respondent **Regents of the University of California** is an **employer** subject to
13 suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, §
14 12900 et seq.).

15 2. Complainant **Peter Dolan**, resides in the City of State of .

16 3. Complainant alleges that on or about **May 18, 2018**, respondent took the following
17 adverse actions:

18 **Complainant was discriminated against** because of complainant's age (40 and
19 over) and as a result of the discrimination was terminated.

20 **Complainant experienced retaliation** because complainant reported or resisted
21 any form of discrimination or harassment and as a result was terminated.

22 **Additional Complaint Details:** The University of California Santa Barbara ("UCSB")
23 engaged in age discrimination and retaliation through the termination of Mr. Peter
24 Dolan, in addition to UCSB's breach of contract, violation of due process and fair
25 procedures, and defamation.

26 Mr. Dolan was provided notice of termination on May 18, 2018, with the effective
27 termination date of June 1, 2018. Mr. Dolan was not provided any meaningful
28 opportunity at an informal resolution. Prior to his termination, he was not provided

1 any specific information regarding the allegations made against him until the day
2 before he was interviewed (May 15, 2018), which was almost three full months after
3 he was first put on administrative leave -- yet only 24 or 48 hours before he was
4 terminated. Mr. Dolan provided information during his interview concerning the
5 allegations based upon what information he had available. However, UCSB did
6 nothing to follow up on the information provided, even where it directly undermined
7 or rebutted the allegations made against him. It is Mr. Dolan's understanding that
8 UCSB terminated him 24 to 48 hours after the interview without any further
9 investigation regarding his responses. On May 17, 2018, John McCutcheon,
10 Director of Athletics, first contacted Mr. Dolan about delivering this news, which he
11 did on May 18, 2018.

12 When UCSB finally disclosed after months of persistent requests the nature of the
13 allegations, none involved gender-based or ethnic/racial-based harassment or
14 discrimination complaints against Mr. Dolan. Instead, they essentially asserted that
15 Mr. Dolan, in prompting the best out of my athletes, made some of them feel
16 uncomfortable. This purported "misconduct" is actually conduct typical of the natural
17 friction between a coach and a competitive athlete. When certain student-athletes
18 fail to meet performance standards, or lose their commitment to their team or
19 themselves, any effective coach attempts to correct the behavior and/or attitude.
20 UCSB has disregarded Mr. Dolan's 32 years of services, including an incredible
21 amount of success and accolades.

22 Furthermore, UCSB's investigation process appears to have been a sham from the
23 beginning. It was conducted by persons who we believe have no competence or
24 experience to conduct an investigation of this sort, and who have potential conflicts
25 of interests due to their own positions and responsibilities relative to the alleged
26 conduct. As to certain allegations, as with the NCAA matter, persons at UCSB other
27 than Mr. Dolan are primarily responsible for the alleged conduct/omission(s), but Mr.
28 Dolan has been forced to shoulder the entire blame. Importantly, UCSB's decision
to terminate Mr. Dolan appears to be principally premised on statements from
athletes that Mr. Dolan cut from the Cross-Country / Distance team because they
failed to meet the qualifying standard at the pre-season time trial, and/or who were
otherwise failing to meet expectations or obligations on the track or off the track. Mr.
Dolan has thus been made a scapegoat for other UCSB failings, not his own, and
even the failings of the complaining student-athletes themselves. Mr. Dolan also
contends that the termination is in relation for statements he previously made
concerning dangerous conditions surrounding the UCSB Track & Field complex.

1 VERIFICATION

2 I, **Timothy R. Laquer**, am the **Attorney** in the above-entitled complaint. I have read
3 the foregoing complaint and know the contents thereof. The matters alleged are
4 based on information and belief, which I believe to be true.

5 On June 20, 2018, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

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Tustin, California