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8 DINO CLARK

ELECTRONICALLY FILED  
by Superior Court of CA,  
County of Yolo,  
on 9/29/2025 8:00 AM  
By: C Palos, Deputy

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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **FOR THE COUNTY OF YOLO**  
13

14 **DINO CLARK, an individual**  
15 Plaintiff,

16 v.

17 **DAVIS JOINT UNIFIED SCHOOL**  
18 **DISTRICT, a unified school district**  
19 **organized and operating pursuant to the**  
20 **laws of the State of California; and DOES 1**  
21 **through 100, inclusive,**  
22 Defendants.

Case No.: CV2025-2838

**COMPLAINT FOR DAMAGES:**

1. **Discrimination Based on Race (Cal. Gov. Code § 12940, et seq.);**
2. **Hostile Work Environment Race Harassment (Cal.Gov. Code § 12940, et seq.); and**
3. **Failure to Prevent Discrimination and Harassment (Cal. Gov. Code § 12940, et seq.)**

**DEMAND FOR JURY TRIAL**

23 1. Plaintiff DINO CLARK (“PLAINTIFF”) files this Complaint for Damages (the  
24 “Complaint”) against defendants DAVIS JOINT UNIFIED SCHOOL DISTRICT (“DJUSD”)  
25 and DOES 1 through 100, inclusive, (collectively, “DJUSD” or “DEFENDANTS”) and alleges  
26 as follows:

27 **I. THE PARTIES**

28 2. At all relevant times, PLAINTIFF, an African American male, resided and  
worked in Yolo County, California and was an employee of DJUSD.

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1           3.       At all relevant times, DJUSD was and is a unified school district organized and  
2 operating pursuant to the laws of the State of California. PLAINTIFF is informed and believes,  
3 and thereon alleges, that DJUSD provides various educational programs to approximately 8,500  
4 students at over 16 school sites and campuses in Yolo County, California.

5           4.       At all relevant times, DJUSD was and is an “employer” within the meaning of the  
6 Fair Employment and Housing Act (the “FEHA”).

7           5.       DJUSD employed supervisors and managing agents, as well as Human Resources  
8 supervisors and managing agents who contributed to the unlawful employment practices alleged  
9 herein and are accordingly in some manner responsible for PLAINTIFF’s injuries.

10          6.       PLAINTIFF does not know the true names and capacities of the defendants sued  
11 herein as DOES 1 through 100, inclusive, and therefore sues such defendants by such fictitious  
12 names. PLAINTIFF is informed and believes, and thereon alleges, that each of the defendants  
13 sued as DOES 1 through 100 participated in and/or is responsible in some manner for the  
14 wrongful conduct described herein, and that PLAINTIFF’s injuries alleged herein were  
15 proximately caused by such defendants’ actions. Pursuant to California Civil Code section 474,  
16 PLAINTIFF will amend his Complaint to allege such defendants’ true names and capacities  
17 when ascertained.

18          7.       Unless otherwise indicated, each defendant sued herein is the agent, co-  
19 conspirator, co-employer, dual employer, joint employer, joint venturer, partner, and/or  
20 employee of every other defendant and, as alleged, has been acting within the course and scope  
21 of said agency, conspiracy, joint venture, partnership, co-employment, dual employment, joint  
22 employment, and/or employment, with the knowledge and/or consent of co-defendants, and each  
23 of them. PLAINTIFF is informed and believes, and thereon alleges, that each defendant has  
24 authorized and/or ratified the acts and omissions of each of the remaining defendants.  
25 PLAINTIFF is also informed and believes, and thereon alleges, that defendants, and each of  
26 them, aided and abetted the acts and omissions of each and all other defendants in proximately  
27 causing the injuries alleged herein. The acts of any and all defendants were in accordance with  
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1 and represent the official policy of DJUSD.

2 8. DEFENDANTS are responsible, jointly and severally, for the events and injuries  
3 alleged herein and caused damages to PLAINTIFF, as alleged herein.

4 9. The conduct of DEFENDANTS was undertaken by their directors, officers,  
5 managing agents, and other persons responsible for the supervision of employees and for the  
6 drafting and implementation of policies as well as for other managerial decisions. The conduct  
7 of the directors, officers, managing agents, and other persons was on behalf of DJUSD.

8 **II. JURISDICTION AND VENUE**

9 10. This Court has jurisdiction over this action pursuant to the California  
10 Constitution, Article VI, section 10.

11 11. Venue is proper in the County of Yolo, pursuant to California Code of Civil  
12 Procedure section 395.5, because PLAINTIFF's employment was performed in the County of  
13 Yolo and because the alleged legal violations occurred there.

14 12. This Court has jurisdiction to adjudicate PLAINTIFF's claims under the FEHA  
15 pursuant to California Government Code section 12965(c)(3) because DEFENDANTS  
16 committed the alleged unlawful practices in this County.

17 13. This Court has personal jurisdiction over DEFENDANTS because  
18 DEFENDANTS employed PLAINTIFF in the County of Yolo and because DEFENDANTS'  
19 alleged acts giving rise to liability occurred in this County.

20 **III. EXHAUSTION OF ADMINISTRATIVE REMEDIES**

21 14. On or about September 22, 2025, PLAINTIFF filed a Complaint of Employment  
22 Discrimination with the California Civil Rights Department (the "CRD"), alleging discrimination  
23 based on race, hostile work environment race harassment, and failure to prevent discrimination  
24 and harassment. On or about September 22, 2025, PLAINTIFF received a right to sue notice  
25 from the CRD (attached hereto as **Exhibit A**). Accordingly, PLAINTIFF exhausted his  
26 administrative remedies with respect to his claims arising under the FEHA.

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**IV. STATEMENT OF FACTS**

**A. PLAINTIFF Is Repeatedly Denied Promotions (for the Campus Safety Coordinator and JV Boys' Basketball Coach Positions), Salary Raises, and Other Benefits.**

15. In September 1997, PLAINTIFF began working for DJUSD as a Campus Safety Supervisor. In this role, PLAINTIFF ensured the safety and security of various schools within DJUSD by patrolling buildings and grounds, responding to incidents, and enforcing rules and regulations. PLAINTIFF played a crucial role in maintaining a secure environment for students, staff, and visitors. Throughout the course of his employment with DEFENDANTS, DEFENDANTS continuously and repeatedly discriminated against PLAINTIFF based on his race by denying him promotions and other employment-related benefits.

16. For example, at all relevant times, the position immediately above PLAINTIFF's Campus Safety Supervisor position was the Campus Safety Coordinator position. For approximately twenty years, PLAINTIFF regularly performed the duties of Campus Safety *Coordinator* without receiving the corresponding promotion or the associated salary increase. PLAINTIFF is informed and believes, and thereon alleges, that DJUSD's refusal to promote or properly compensate him was part of its ongoing pattern and practice of discriminating against PLAINTIFF based on his race.

17. PLAINTIFF applied for the Campus Safety Coordinator position twice. However, both times, DJUSD hired less-experienced Caucasian candidates instead of PLAINTIFF.

18. After *twenty-eight years* with DJUSD, in 2024, PLAINTIFF was finally promoted to the Campus Safety Coordinator position. To PLAINTIFF's knowledge, every other Caucasian employee that he is aware of at DJUSD received a promotion sooner than PLAINTIFF.

19. Even after the promotion, DJUSD continued to treat PLAINTIFF differently from the other employees. For instance, DJUSD refused to give PLAINTIFF the standard cart every other Campus Safety Coordinator received; denied him a comparable office; and failed to announce either his promotion or his new supervisory authority over Campus Safety Supervisors.

1 In addition, PLAINTIFF’s office was in the gym, while all the Campus Safety Supervisors – who  
2 reported to PLAINTIFF – had offices in the middle of the school.

3 20. DJUSD never involved PLAINTIFF in the safety planning. Nor was he invited to  
4 the staff meetings.

5 21. DJUSD also repeatedly failed to hire PLAINTIFF for the JV Boys’ Basketball  
6 Coach position despite PLAINTIFF’s extensive basketball background. PLAINTIFF’s  
7 basketball background includes the following:

- 8 a. PLAINTIFF played basketball in high school and at CSU, Hayward.
- 9 b. PLAINTIFF played for the Pro-Am Teams of the Los Angeles Lakers and  
10 Sacramento Kings.
- 11 c. PLAINTIFF was invited to try out for the Los Angeles Lakers.
- 12 d. In 1994, PLAINTIFF founded the Davis Hot Shots Basketball Program (the “Hot  
13 Shots”), an Amateur Athletic Union (“AAU”) organization that provides young  
14 athletes with the opportunity to play basketball at a competitive level. Since its  
15 founding, PLAINTIFF has continuously served as its President and Head Coach.
- 16 e. In the basketball coaching positions that DJUSD allowed PLAINTIFF to serve in,  
17 every basketball team led by PLAINTIFF had impressive win/loss records.
- 18 f. PLAINTIFF’s dedication and impact as a basketball coach earned him widespread  
19 recognition, including: (a) two separate “Best Coach” awards from  
20 *Sacramento News & Review*; (b) praise from *The Davis Enterprise*, which noted  
21 that PLAINTIFF’s “commitment to the well-being of local kids shines through  
22 every day....;” and (c) performance reviews complimenting PLAINTIFF for  
23 “working very hard at developing players” and for “changing the lives he touches  
24 as a coach.”

25 22. Despite PLAINTIFF’s strong credentials, DJUSD denied PLAINTIFF the JV  
26 Boys’ Basketball Coach position on *four* separate occasions. Instead, DJUSD selected  
27 Caucasian candidates who were, at times, vastly less qualified than PLAINTIFF—for example,  
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1 one individual was a tree trimmer.

2 23. On two of those four occasions, DJUSD did not even grant PLAINTIFF an  
3 interview. Only when the position opened a *fifth* time – and no other candidates applied – did  
4 DJUSD finally appoint PLAINTIFF to the JV Boys’ Basketball Coach position.

5 **B. DJUSD Employees and Students Create a**  
6 **Hostile Work Environment for PLAINTIFF.**

7 24. Throughout the course of his employment with DEFENDANTS, PLAINTIFF was  
8 regularly subjected to a hostile work environment because of his race.

9 25. Both employees and non-employees (including students) engaged in the race-  
10 based harassment – and DJUSD did barely anything to stop this illegal harassment. For instance:

- 11 a. Students regularly said “n\*\*\*\*r” (or its variant “n\*\*\*a”) at PLAINTIFF or within  
12 his earshot. Whenever PLAINTIFF brought these incidents to DJUSD’s  
13 attention, DJUSD took very little, if any, meaningful action in response.
- 14 b. As one of the only three African-American employees at DJUSD’s Harper Junior  
15 High School, PLAINTIFF felt extremely uncomfortable, humiliated, and  
16 demeaned by the students’ frequent use of the racist slurs (“n\*\*\*\*r” and  
17 “n\*\*\*a”).
- 18 c. This frequent use of racial slurs (“n\*\*\*\*r” and “n\*\*\*a”) – and DJUSD’s failure to  
19 prevent or stop it – crippled PLAINTIFF’s effectiveness: in his roles as Campus  
20 Safety Supervisor and later Campus Safety Coordinator, PLAINTIFF was charged  
21 with upholding campus rules and recommending discipline. That mission became  
22 virtually impossible when DJUSD permitted the very students he was expected to  
23 correct and discipline to disparage and harass him with impunity.
- 24 d. Someone vandalized PLAINTIFF’s car, scrawling “n\*\*\*\*\*” across the side.  
25 PLAINTIFF was forced to buy a new car. DJUSD never reimbursed PLAINTIFF  
26 for any of this damage or investigated the vandalism.
- 27 e. Students regularly wrote racist slurs specifically directed at PLAINTIFF,  
28 including “Dino is a fuc\*\*\*g fa\*\*\*\*t;” “fuc\*\*\*g n\*\*\*\*r hang from the tree.”

1 DJUSD failed to remove these racist slurs in a timely manner. Moreover, DJUSD  
2 never offered PLAINTIFF any apology nor did it require any of the students to  
3 apologize to PLAINTIFF.

4 f. Aware that PLAINTIFF does not understand Spanish, Principal Katie Sluis and  
5 other DJUSD employees deliberately spoke to students in Spanish while  
6 PLAINTIFF was present. PLAINTIFF is informed and believes, and thereon  
7 alleges, that they did so to exclude PLAINTIFF from the conversation. They also  
8 refused to translate their remarks for PLAINTIFF.

9 g. Zena Ingles – former principal at Harper Junior High School – simply stood by  
10 and watched while a 5-foot 9-inch male student viciously assaulted PLAINTIFF,  
11 slamming PLAINTIFF into a concrete table and repeatedly kicking PLAINTIFF  
12 in the groin and back. After approximately 10 to 15 minutes, Ms. Ingles finally  
13 called the police – but before doing so, Ms. Ingles made no effort whatsoever to  
14 summon additional staff to assist PLAINTIFF in the interim. PLAINTIFF is  
15 informed and believes, and thereon alleges, that Ms. Ingles would have responded  
16 differently had PLAINTIFF been Caucasian rather than African American, and  
17 that Ms. Ingles treated PLAINTIFF differently because of his race.

18 h. At one point, Ms. Ingles told PLAINTIFF that he dresses like a “gang member,” a  
19 statement that crudely reinforced negative stereotypes about African Americans.

20 i. DJUSD routinely undermined PLAINTIFF in front of students, making it  
21 unreasonably difficult for him to enforce discipline as a Campus Safety  
22 Supervisor.

23 j. DJUSD repeatedly relegated PLAINTIFF to menial tasks – for example, by  
24 directing him to fetch cleaning supplies.

25 k. One day, while Plaintiff was lawfully crossing a crosswalk near Harper Junior  
26 High School, a white male – who had just dropped off his child – pulled up in a  
27 truck and, without provocation, began yelling at PLAINTIFF. PLAINTIFF  
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1 promptly reported the incident to DJUSD, but DJUSD failed to take any action,  
2 including any measures to ensure that the parent would not behave aggressively  
3 again. Instead of offering support, DJUSD questioned PLAINTIFF about what he  
4 had supposedly done to provoke the parent, even though PLAINTIFF had done  
5 nothing wrong.

6 1. During a Varsity basketball game at Davis Senior High School, a parent  
7 informed PLAINTIFF that someone had shouted the slur “n\*\*\*\*\*” in the  
8 presence of the Athletic Director, who took no action. The parent, visibly shaken,  
9 told PLAINTIFF she “could not believe her eyes.”

10 m. *As recently as May 2025*, the racist slur “n\*\*\*\*\*” was written on a bench in the  
11 locker room (where PLAINTIFF’s office is located). DJUSD took over a week to  
12 remove the racist slur. PLAINTIFF felt extremely uncomfortable, humiliated,  
13 and demeaned knowing that the racist slur “n\*\*\*\*\*” was just steps away from his  
14 office. He also felt extremely uncomfortable, humiliated, and demeaned by the  
15 fact that DJUSD was so lackadaisical about removing the racist slur, signaling an  
16 indifference to both the offense itself and the harm to PLAINTIFF.

17 **C. DJUSD Unlawfully Revokes PLAINTIFF’s Gym Permit.**

18 26. In 2024, PLAINTIFF spent several weeks navigating DJUSD’s permitting process  
19 to reserve gym time at Harper Junior High School.

20 27. Almost immediately after PLAINTIFF’s permit was approved, David Schapira – a  
21 Caucasian male – began harassing PLAINTIFF to surrender parts of PLAINTIFF’s scheduled  
22 gym time so that Mr. Schapira could have more gym time.

23 28. PLAINTIFF reported this harassment to DJUSD. DJUSD assured PLAINTIFF  
24 that PLAINTIFF had “done everything right” (*i.e.*, had obtained a permit) and advised  
25 PLAINTIFF not to worry.

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1           29.     Ultimately, however, in January 2025, DJUSD took Mr. Schapira’s side; abruptly  
2 changed its gym policy; and revoked PLAINTIFF’s permit. DJUSD’s stated rationale for this  
3 revocation was that Harper Junior High School is a “high usage facility.”

4           30.     This stated rationale made no sense, given that none of DJUSD’s other gyms were  
5 designated as a “high usage facility” even though they were used just as much as (or even more  
6 than) the Harper Junior High School gym. PLAINTIFF is informed and believes, and thereon  
7 alleges, that this stated rationale is false and that in reality, DJUSD discriminated against  
8 PLAINTIFF in favor of a Caucasian male (Mr. Schapira).

9           31.     DJUSD intentionally created or knowingly permitted working conditions to exist  
10 that were so intolerable that a reasonable person in PLAINTIFF’s position would have had no  
11 reasonable alternative except to resign. Accordingly, PLAINTIFF constructively terminated  
12 from his positions of Campus Safety Coordinator and JV Boys’ Basketball Coach on June 13,  
13 2025, and July 24, 2025, respectively, because of these working conditions.

14                           **D. DEFENDANTS’ Discriminatory and Harassing**  
15                           **Conduct was Continuous and Frequent, Similar in Kind, and Did Not**  
16                           **Acquire a Degree of Permanence Until Plaintiff Was Forced to Resign.**

17           32.     The unlawful discriminatory and harassing conduct of DEFENDANTS, as  
18 alleged herein, was continuous with several acts of DEFENDANTS occurring within the  
19 applicable statute of limitations period.

20           33.     DEFENDANTS’ discriminatory and harassing actions both inside and outside the  
21 relevant statutory period were sufficiently similar in kind, occurred with sufficient frequency,  
22 and did not acquire a degree of permanence. (*Wassmann v. South Orange County Community*  
*College Dist.* (2018) 24 Cal.App.5th 825, 850-851.)

23                                   **FIRST CAUSE OF ACTION**  
24                                   **Discrimination Based on Race**  
25                                   **(Cal. Gov. Code § 12940, et seq.)**  
26                                   **(PLAINTIFF Against All DEFENDANTS)**

27           34.     PLAINTIFF re-alleges and incorporates by reference Paragraphs 1 through 33, as  
28 though fully set forth herein.

1           35. Under the FEHA, it is an unlawful employment practice “[f]or an employer,  
2 because of the race ... of any person,... to discharge the person from employment ... or to  
3 discriminate against the person in compensation or in terms, conditions, or privileges of  
4 employment.” (Cal. Gov. Code § 12940(a).)

5           36. At all relevant times, DJUSD was an “employer” within the meaning of  
6 California Government Code section 12926(d) and was subject to the FEHA in that it regularly  
7 employs five (5) or more persons.

8           37. At all relevant times herein, PLAINTIFF was an employee of DJUSD.

9           38. PLAINTIFF is a member of a protected class within the meaning of the FEHA  
10 based on his race.

11           39. As set forth above, PLAINTIFF was subjected to adverse employment actions by  
12 and through DEFENDANTS, including, but not limited to, PLAINTIFF’s constructive  
13 termination of employment. PLAINTIFF’s race was a substantial motivating reason for the  
14 adverse employment actions, including, but not limited to, PLAINTIFF’s constructive  
15 termination of employment.

16           40. PLAINTIFF was harmed.

17           41. The conduct of DEFENDANTS was a substantial factor in causing PLAINTIFF’s  
18 harm.

19           42. As a direct and proximate result of the unlawful conduct of DEFENDANTS,  
20 PLAINTIFF has suffered and will continue to suffer substantial losses in earnings and other  
21 employment benefits and has incurred other economic losses.

22           43. As a direct and proximate result of the unlawful conduct of DEFENDANTS,  
23 PLAINTIFF has suffered and continues to suffer anxiety, embarrassment, humiliation, shame,  
24 insomnia, depression, loss of self-esteem, loss of enjoyment of life, financial distress, emotional  
25 distress, and other physical ailments, and incurred expenses for medical treatment, all to  
26 PLAINTIFF’s damage in an amount to be proven at time of trial.

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1 44. PLAINTIFF has incurred and continues to incur attorney's fees and legal  
2 expenses. Pursuant to California Government Code section 12965 and/or other applicable law,  
3 PLAINTIFF is entitled to be reimbursed for reasonable attorneys' fees and costs of suit.

4 **SECOND CAUSE OF ACTION**  
5 **Hostile Work Environment Race Harassment**  
6 **(Cal. Gov. Code § 12940, et seq.)**  
7 **(PLAINTIFF Against All DEFENDANTS)**

8 45. PLAINTIFF re-alleges and incorporates by reference Paragraphs 1 through 41, as  
9 though fully set forth herein.

10 46. PLAINTIFF was an employee of DJUSD.

11 47. PLAINTIFF was subjected to harassing conduct because of his race.

12 48. The harassing conduct was severe or pervasive.

13 49. A reasonable person in PLAINTIFF's circumstances would have considered the  
14 work environment to be hostile, intimidating, offensive, oppressive, or abusive.

15 50. PLAINTIFF considered the work environment to be hostile, intimidating,  
16 offensive, oppressive, or abusive.

17 51. Supervisors (as well as others, including students) engaged in the conduct. In  
18 addition, DEFENDANTS knew or should have known of the conduct and failed to take  
19 immediate and appropriate corrective action.

20 52. PLAINTIFF was harmed.

21 53. The conduct was a substantial factor in causing PLAINTIFF's harm.

22 54. As a direct and proximate result of the unlawful conduct of DEFENDANTS,  
23 PLAINTIFF has suffered and will continue to suffer substantial losses in earnings and other  
24 employment benefits and has incurred other economic losses.

25 55. As a direct and proximate result of the unlawful conduct of DEFENDANTS,  
26 PLAINTIFF has suffered and continues to suffer anxiety, embarrassment, humiliation, shame,  
27 insomnia, depression, loss of self-esteem, loss of enjoyment of life, financial distress, emotional  
28 distress, and other physical ailments, and incurred expenses for medical treatment, all to

1 PLAINTIFF's damage in an amount to be proven at time of trial.

2 56. PLAINTIFF has incurred and continues to incur attorney's fees and legal  
3 expenses. Pursuant to California Government Code section 12965 and/or other applicable law,  
4 PLAINTIFF is entitled to be reimbursed for reasonable attorneys' fees and costs of suit.

5 **THIRD CAUSE OF ACTION**  
6 **Failure to Prevent Discrimination and Harassment**  
7 **(Cal. Gov. Code § 12940, et seq.)**  
8 **(PLAINTIFF Against All DEFENDANTS)**

9 57. PLAINTIFF re-alleges and incorporates by reference Paragraphs 1 through 56, as  
10 though fully set forth herein.

11 58. California Government Code sections 12940, et seq. were in full force and effect  
12 and binding on DEFENDANTS.

13 59. DJUSD regularly employed five (5) or more persons.

14 60. PLAINTIFF was an employee of DJUSD.

15 61. PLAINTIFF was subjected to discrimination and harassment in the course of his  
16 employment.

17 62. DEFENDANTS failed to take all reasonable steps to prevent the discrimination  
18 and harassment.

19 63. PLAINTIFF was harmed.

20 64. The failure of DEFENDANTS to take all reasonable steps to prevent the  
21 discrimination and harassment was a substantial factor in causing PLAINTIFF's harm.

22 65. As a direct and proximate result of the unlawful conduct of DEFENDANTS,  
23 PLAINTIFF has suffered and will continue to suffer substantial losses in earnings and other  
24 employment benefits and has incurred other economic losses.

25 66. As a direct and proximate result of the unlawful conduct of DEFENDANTS,  
26 PLAINTIFF has suffered and continues to suffer anxiety, embarrassment, humiliation, shame,  
27 insomnia, depression, loss of self-esteem, loss of enjoyment of life, financial distress, emotional  
28 distress, and other physical ailments, and incurred expenses for medical treatment, all to

1 PLAINTIFF's damage in an amount to be proven at time of trial.

2 67. PLAINTIFF has incurred and continues to incur attorney's fees and legal  
3 expenses. Pursuant to California Government Code section 12965 and/or other applicable law,  
4 PLAINTIFF is entitled to be reimbursed for reasonable attorneys' fees and costs of suit.

5 68. As a result of the unlawful acts of DEFENDANTS, PLAINTIFF is entitled to  
6 compensatory damages, attorneys' fees, and costs.

7  
8 **PRAYER FOR RELIEF**

9 WHEREFORE, PLAINTIFF prays for judgment against DEFENDANTS as follows:

- 10 1. For compensatory damages, including, but not limited to, lost back pay, plus  
11 interest, lost fringe benefits, and future lost earnings and fringe benefits, damages for  
12 emotional distress and pain and suffering, with legal interest;
- 13 2. For an award to PLAINTIFF of reasonable attorneys' fees and costs of suit under  
14 California Government Code section 12965, and/or other applicable law;
- 15 3. For an award of prejudgment and post-judgment interest; and
- 16 4. For an award to PLAINTIFF of such other and further legal and equitable relief as  
17 the Court deems just and proper.

18 **DEMAND FOR JURY TRIAL**

19 Additionally, PLAINTIFF demands a jury trial on all causes of action on which  
20 PLAINTIFF has a right to a jury.

21  
22 Dated: September 25, 2025

FINLEY EMPLOYMENT LAW

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25 \_\_\_\_\_  
26 Kyung Finley  
27 Attorney for Plaintiff  
28 DINO CLARK

# **EXHIBIT A**



## Civil Rights Department

651 Bannan Street, Suite 200 | Sacramento | CA | 95811  
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711  
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

September 22, 2025

**RE: Notice of Filing of Discrimination Complaint**

CRD Matter Number: 202509-31343522

Right to Sue: Clark / DAVIS JOINT UNIFIED SCHOOL DISTRICT

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Civil Rights Department (CRD) 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. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

This matter may qualify for CRD's Small Employer Family Leave Mediation Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Reproductive Loss Leave, or Bereavement Leave (Government Code sections 12945.2, 12945.6, or 12945.7) has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. You may contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@calcivilrights.ca.gov and include the CRD matter number indicated on the Right to Sue notice.

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

No response to CRD is requested or required.

Sincerely,

Civil Rights Department



## Civil Rights Department

KEVIN KISH, DIRECTOR

651 Bannan Street, Suite 200 | Sacramento | CA | 95811  
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711  
[calcivilrights.ca.gov](http://calcivilrights.ca.gov) | [contact.center@calcivilrights.ca.gov](mailto:contact.center@calcivilrights.ca.gov)



## Civil Rights Department

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calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

September 22, 2025

Dino Clark  
1800 Kelley Place  
Woodland, CA 95776

**RE: Notice of Case Closure and Right to Sue**  
CRD Matter Number: 202509-31343522  
Right to Sue: Clark / DAVIS JOINT UNIFIED SCHOOL DISTRICT

Dear Dino Clark:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective September 22, 2025 because an immediate Right to Sue notice was requested.

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.

This matter may qualify for CRD's Small Employer Family Leave Mediation Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Reproductive Loss Leave, or Bereavement Leave (Government Code sections 12945.2, 12945.6, or 12945.7) has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. Contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@calcivilrights.ca.gov and include the CRD matter number indicated on the Right to Sue notice.



## Civil Rights Department

651 Bannan Street, Suite 200 | Sacramento | CA | 95811  
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711  
[calcivilrights.ca.gov](http://calcivilrights.ca.gov) | [contact.center@calcivilrights.ca.gov](mailto:contact.center@calcivilrights.ca.gov)

After receiving a Right-to-Sue notice from CRD, you may have the right to file your complaint with a local government agency that enforces employment anti-discrimination laws if one exists in your area that is authorized to accept your complaint. If you decide to file with a local agency, you must file before the deadline for filing a lawsuit that is on your Right-to-Sue notice. Filing your complaint with a local agency does not prevent you from also filing a lawsuit in court.

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 CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

1                                   **COMPLAINT OF EMPLOYMENT DISCRIMINATION**  
2                                   **BEFORE THE STATE OF CALIFORNIA**  
3                                   **Civil Rights Department**  
4                                   **Under the California Fair Employment and Housing Act**  
5                                   **(Gov. Code, § 12900 et seq.)**

6                   **In the Matter of the Complaint of**

7                   Dino Clark

CRD No. 202509-31343522

8                                   Complainant,

9                   vs.

10                   DAVIS JOINT UNIFIED SCHOOL DISTRICT  
11                   526 B Street  
12                   Davis, CA 95616

13                                   Respondents

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14                   **1.** Respondent **DAVIS JOINT UNIFIED SCHOOL DISTRICT** is an **employer** subject to suit  
15                   under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

16                   **2.** Complainant **Dino Clark**, resides in the City of **Woodland**, State of **CA**.

17                   **3.** Complainant alleges that on or about **July 24, 2025**, respondent took the following  
18                   adverse actions:

19                   **Complainant was harassed** because of complainant's race (includes hairstyle and hair  
20                   texture).

21                   **Complainant was discriminated against** because of complainant's race (includes hairstyle  
22                   and hair texture) and as a result of the discrimination was terminated, forced to quit, denied  
23                   hire or promotion, denied any employment benefit or privilege, other, denied work  
24                   opportunities or assignments, given additional work responsibilities or assignments.

25                   **Additional Complaint Details:** DINO CLARK ("MR. CLARK") is an African American male.  
26                   At all relevant times, DAVIS JOINT UNIFIED SCHOOL DISTRICT ("DJUSD") was and is a  
27                   unified school district organized and operating pursuant to the laws of the State of California.  
28                   At all relevant times, DJUSD was and is an "employer" within the meaning of the Fair  
                         Employment and Housing Act (the "FEHA").

1 In September 1997, MR. CLARK began working for DJUSD as a Campus Safety  
2 Supervisor. In this role, MR. CLARK ensured the safety and security of various schools  
3 within DJUSD by patrolling buildings and grounds, responding to incidents, and enforcing  
4 rules and regulations. MR. CLARK played a crucial role in maintaining a secure  
5 environment for students, staff, and visitors. Throughout the course of his employment with  
6 DJUSD, DJUSD continuously and repeatedly discriminated against MR. CLARK based on  
7 his race by denying him promotions and other employment-related benefits.  
8 For example, at all relevant times, the position immediately above MR. CLARK's Campus  
9 Safety Supervisor position was the Campus Safety Coordinator position. For approximately  
10 twenty years, MR. CLARK regularly performed the duties of Campus Safety Coordinator  
11 without receiving the corresponding promotion or the associated salary increase. MR.  
12 CLARK is informed and believes, and thereon alleges, that DJUSD's refusal to promote or  
13 properly compensate him was part of its ongoing pattern and practice of discriminating  
14 against MR. CLARK based on his race.  
15 MR. CLARK applied for the Campus Safety Coordinator position twice. However, both  
16 times, DJUSD hired less-experienced Caucasian candidates instead of MR. CLARK.  
17 After twenty-eight years with DJUSD, in 2024, MR. CLARK was finally promoted to the  
18 Campus Safety Coordinator position. To MR. CLARK's knowledge, every other Caucasian  
19 employee that he is aware of in DJUSD received a promotion sooner than MR. CLARK.  
20 Even after the promotion, DJUSD continued to treat MR. CLARK differently from the other  
21 employees. For instance, DJUSD refused to give MR. CLARK the standard cart every other  
22 Campus Safety Coordinator received; denied him a comparable office; and failed to  
23 announce either his promotion or his new supervisory authority over  
24 Campus Safety Supervisors. In addition, MR. CLARK's office was in the gym, while all the  
25 Campus Safety Supervisors – who reported to MR. CLARK – had offices in the middle of the  
26 school.  
27 In addition, DJUSD never involved MR. CLARK in the safety planning. Nor was he invited to  
28 the staff meetings.  
29 DJUSD also repeatedly failed to hire MR. CLARK for the JV Boys' Basketball Coach position  
30 despite MR. CLARK's extensive basketball background. MR. CLARK's basketball  
31 background includes the following:  
32 a. MR. CLARK played basketball in high school and at CSU, Hayward.  
33 b. MR. CLARK played for the Pro-Am Teams of the Los Angeles Lakers and  
34 Sacramento Kings.  
35 c. MR. CLARK was invited to try out for the Los Angeles Lakers.  
36 d. In 1994, MR. CLARK founded the Davis Hot Shots Basketball Program (the "Hot  
37 Shots"), an Amateur Athletic Union ("AAU") organization that provides young athletes with  
38 the opportunity to play basketball at a competitive level. Since its founding, MR. CLARK has  
39 continuously served as its President and Head Coach.  
40 e. In the basketball coaching positions that DJUSD allowed MR. CLARK to serve in,  
41 every basketball team led by MR. CLARK had impressive win/loss records.  
42 f. MR. CLARK's dedication and impact as a basketball coach earned him widespread  
43 recognition, including: (a) two separate "Best Coach" awards from  
44 Sacramento News & Review; (b) praise from The Davis Enterprise, which noted that MR.  
45 CLARK's "commitment to the well-being of local kids shines through every day....;" and (c)

1 performance reviews complimenting MR. CLARK for “working very hard at developing  
2 players” and for “changing the lives he touches as a coach.”  
3 Despite MR. CLARK’s strong credentials, DJUSD denied MR. CLARK the JV Boys’  
4 Basketball Coach position on four separate occasions. Instead, DJUSD selected Caucasian  
5 candidates who were, at times, vastly less qualified than MR. CLARK—for example, one  
6 individual was a tree trimmer.  
7 On two of those four occasions, DJUSD did not even grant MR. CLARK an interview. Only  
8 when the position opened a fifth time – and no other candidates applied – did DJUSD finally  
9 appoint MR. CLARK to the JV Boys’ Basketball Coach position.  
10 Throughout the course of his employment with DJUSD, MR. CLARK was regularly subjected  
11 to a hostile work environment because of his race.  
12 Both employees and non-employees (including students) engaged in the race-based  
13 harassment – and DJUSD did barely anything to stop this illegal harassment. For instance:  
14 a. Students regularly said “n\*\*\*\*r” (or its variant “n\*\*\*a”) at MR. CLARK or within his  
15 earshot. Whenever MR. CLARK brought these incidents to DJUSD’s attention, DJUSD took  
16 very little, if any, meaningful action in response.  
17 b. As one of the only three African American employees at DJUSD’s Harper Junior  
18 High School, MR. CLARK felt extremely uncomfortable, humiliated, and demeaned by the  
19 students’ frequent use of the racist slurs (“n\*\*\*\*r” and “n\*\*\*a”).  
20 c. This frequent use of racial slurs (“n\*\*\*\*r” and “n\*\*\*a”) – and DJUSD’s failure to  
21 prevent or stop it – crippled MR. CLARK’s effectiveness: in his roles as Campus Safety  
22 Supervisor and later Campus Safety Coordinator, MR. CLARK was charged with upholding  
23 campus rules and recommending discipline. That mission became virtually impossible when  
24 DJUSD permitted the very students he was expected to correct and discipline to disparage  
25 and harass him with impunity.  
26 d. Someone vandalized MR. CLARK’s car, scrawling “n\*\*\*\*\*” across the side. MR.  
27 CLARK was forced to buy a new car. DJUSD never reimbursed MR. CLARK for any of this  
28 damage or investigated the vandalism.  
e. Students regularly wrote racist slurs specifically directed at MR. CLARK, including  
“Dino is a fuc\*\*\*g fa\*\*\*\*t;” “fuc\*\*\*g n\*\*\*\*r hang from the tree.” DJUSD failed to remove these  
racist slurs in a timely manner. Moreover, DJUSD never offered MR. CLARK any apology  
nor did it require any of the students to apologize to MR. CLARK.  
f. Aware that MR. CLARK does not understand Spanish, Principal Katie Sluis and  
other DJUSD employees deliberately spoke to students in Spanish while MR. CLARK was  
present. MR. CLARK is informed and believes, and thereon alleges, that they did so to  
exclude MR. CLARK from the conversation. They also refused to translate their remarks for  
MR. CLARK.  
g. Zena Ingles – former principal at Harper Junior High School – simply stood by and  
watched while a 5-foot 9-inch male student viciously assaulted MR. CLARK, slamming MR.  
CLARK into a concrete table and repeatedly kicking MR. CLARK in the groin and back.  
After approximately 10 to 15 minutes, Ms. Ingles finally called the police – but before doing  
so, Ms. Ingles made no effort whatsoever to summon additional staff to assist MR. CLARK  
in the interim. MR. CLARK is informed and believes, and thereon alleges, that Ms. Ingles  
would have responded differently had MR. CLARK been Caucasian rather than African  
American, and that Ms. Ingles treated MR. CLARK differently because of his race.

- 1 h. At one point, Ms. Ingles told MR. CLARK that he dresses like a “gang member,” a  
statement that crudely reinforced negative stereotypes about African Americans.
- 2 i. DJUSD routinely undermined MR. CLARK in front of students, making it  
unreasonably difficult for him to enforce discipline as a Campus Safety Supervisor.
- 3 j. DJUSD repeatedly relegated MR. CLARK to menial tasks – for example, by directing  
him to fetch cleaning supplies.
- 4 k. One day, while MR. CLARK was lawfully crossing a crosswalk near Harper Junior  
5 High School, a white male – who had just dropped off his child – pulled up in a truck and,  
without provocation, began yelling at MR. CLARK. MR. CLARK promptly reported the  
6 incident to DJUSD, but DJUSD failed to take any action, including any measures to ensure  
that the parent would not behave aggressively again. Instead of offering support, DJUSD  
7 questioned MR. CLARK about what he had supposedly done to provoke the parent, even  
though MR. CLARK had done nothing wrong.
- 8 l. During a Varsity basketball game at Davis Senior High School, a parent  
informed MR. CLARK that someone had shouted the slur “n\*\*\*\*\*” in the presence of the  
9 Athletic Director, who took no action. The parent, visibly shaken, told MR. CLARK she “could  
not believe her eyes.”
- 10 m. As recently as May 2025, the racist slur “n\*\*\*\*\*” was written on a bench in the locker  
room (where MR. CLARK’s office is located). DJUSD took over a week to remove the racist  
11 slur. MR. CLARK felt extremely uncomfortable, humiliated, and demeaned knowing that the  
racist slur “n\*\*\*\*\*” was just steps away from his office. He also felt extremely uncomfortable,  
12 humiliated, and demeaned by the fact that DJUSD was so lackadaisical about removing the  
racist slur, signaling an indifference to both the offense itself and the harm to MR. CLARK.

13  
14 In 2024, MR. CLARK spent several weeks navigating DJUSD’s permitting process to  
reserve gym time at Harper Junior High School.  
15 Almost immediately after MR. CLARK’s permit was approved, David Schapira – a Caucasian  
male – began harassing MR. CLARK to surrender parts of MR. CLARK’s scheduled gym  
16 time so that Mr. Schapira could have more gym time.  
17 MR. CLARK reported this harassment to DJUSD. DJUSD assured MR. CLARK that MR.  
CLARK had “done everything right” (i.e., had obtained a permit) and advised MR. CLARK  
not to worry.  
18 Ultimately, however, in January 2025, DJUSD took Mr. Schapira’s side; abruptly changed its  
gym policy; and revoked MR. CLARK’s permit. DJUSD’s stated rationale for this revocation  
19 was that Harper Junior High School is a “high usage facility.”  
20 This stated rationale made no sense, given that none of DJUSD’s other gyms were  
designated as a “high usage facility” even though they were used just as much as (or even  
21 more than) the Harper Junior High School gym. MR. CLARK is informed and believes, and  
thereon alleges, that this stated rationale is false and that in reality, DJUSD discriminated  
22 against MR. CLARK in favor of a Caucasian male (Mr. Schapira).  
23 DJUSD intentionally created or knowingly permitted working conditions to exist that were so  
intolerable that a reasonable person in MR. CLARK’s position would have had no  
24 reasonable alternative except to resign. Accordingly, MR. CLARK constructively terminated  
from his positions of Campus Safety Coordinator and JV Boys’ Basketball Coach on June  
13, 2025, and July 24, 2025, respectively, because of these working conditions.

1 The unlawful discriminatory and harassing conduct of DJUSD, as alleged herein, was  
2 continuous with several acts of DJUSD occurring within the applicable statute of limitations  
3 period.

4 DJUSD' discriminatory and harassing actions both inside and outside the relevant statutory  
5 period were sufficiently similar in kind, occurred with sufficient frequency, and did not  
6 acquire a degree of permanence. (Wassmann v. South Orange County Community College  
7 Dist. (2018) 24 Cal.App.5th 825, 850-851.)  
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1 VERIFICATION

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

6 On September 22, 2025, I declare under penalty of perjury under the laws of the State  
7 of California that the foregoing is true and correct.

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**GRANITE BAY, CALIFORNIA**