

**SUMMONS**  
**(CITACION JUDICIAL)**

SUM-100

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)  
**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT  
  
JUN 22 2022  
  
BY Justin Manassee  
JUSTIN MANASSEE, DEPUTY

**NOTICE TO DEFENDANT:**  
**(AVISO AL DEMANDADO):**

CALIFORNIA STATE UNIVERSITY; and DOES 1 through 25, inclusive.

**YOU ARE BEING SUED BY PLAINTIFF:**  
**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

CAMELIA FOWLER, individually and on behalf of all personal similarly situated;

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
(El nombre y dirección de la corte es):

San Bernardino Superior Court, Central District, 247 W. Third St., San Bernardino CA 92415

CASE NUMBER: (Número del Caso)  
**CV SB 2212118**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es): Joseph L. Richardson, jlr@mccunewright.com  
3281 East Guasti Road, Ste. 100, Ontario CA 91761

DATE: **JUN 22 2022**  
(Fecha)

Clerk, by **Justin Manassee**, Deputy  
(Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]  
**COPY**

**NOTICE TO THE PERSON SERVED: You are served**

- 1.  as an individual defendant.
- 2.  as the person sued under the fictitious name of (specify)
- 3.  on behalf of (specify):
 

under: <input type="checkbox"/> CCP 416.10 (corporation)	<input type="checkbox"/> CCP 416.60 (minor)
<input type="checkbox"/> CCP 416.20 (defunct corporation)	<input type="checkbox"/> CCP 416.70 (conservatee)
<input type="checkbox"/> CCP 416.40 (association or partnership)	<input type="checkbox"/> CCP 416.90 (authorized person)
<input type="checkbox"/> other (specify):	
- 4.  by personal delivery on (date):

JUN 22 2022

BY *Justin Manassee*  
JUSTIN MANASSEE, DEPUTY

1 Joseph L. Richardson, State Bar No. 212206  
2 Jlr@mccunewright.com  
3 Sandy G. Gonzalez, State Bar No. 330541  
4 Sgg@mccunewright.com  
5 MCCUNE WRIGHT AREVALO, LLP  
3281 East Guasti Road, Ste. 100  
Ontario, California 91761  
Telephone: (909) 557-1250  
Facsimile: (909) 557-1275

6 Attorneys for Plaintiff  
7 CAMELIA FOWLER

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 COUNTY OF SAN BERNARDINO

10 CAMELIA FOWLER, individually and on behalf  
11 of all personal similarly situated;

12 Plaintiff,

13 v.

14 CALIFORNIA STATE UNIVERSITY; and  
15 DOES 1 through 25, inclusive.

16 Defendants.

Case No.: **CIV SB 2212118**

**CLASS ACTION COMPLAINT FOR  
DAMAGES FOR DISCRIMINATION;**

1. **VIOLATIONS OF THE CALIFORNIA  
FAIR EMPLOYMENT AND  
HOUSING ACT (GOVERNMENT  
CODE § 12940, et. seq.**
2. **WRONGFUL FAILURE TO TAKE  
REASONABLE STEPS TO PREVENT  
HARASSMENT, DISCRIMINATION  
AND RETALIATION IN VIOLATION  
OF GOVERNMENT CODE SECTION  
12940, SUBSECTIONS (J)(1);**
3. **INJUNCTIVE RELIEF;**
4. **DECLARATORY RELIEF**

**DEMAND FOR JURY TRIAL**

21 Comes now Plaintiff, CAMELIA FOWLER, for a complaint alleges against all Defendants as  
22 follows:

23  
24 **INTRODUCTION, JURISDICTION, AND VENUE**

- 25
- 26 1. PLAINTIFF, CAMELIA FOWLER ("PLAINTIFF" or "FOWLER"), individually on behalf of  
27 herself and other similarly situated current and former employees in the State of California  
28 (collectively "PLAINTIFFS") of DEFENDANT CALIFORNIA STATE UNIVERSITY  
("DEFENDANT" or "CSU") and DOES 1-25 (collectively "DEFENDANTS"), brings this Class

1 Action for injunctive and declaratory relief, attorneys' fees, costs, and expenses for the  
2 pervasive practice of CSU paying its female employees and employees of color less money for  
3 the substantially the same work in substantially the same work positions. PLAINTIFFS reserve  
4 the right to name additional class representatives.

5 2. DEFENDANT, CALIFORNIA STATE UNIVERSITY (sometimes "DEFENDANT" or "CSU")  
6 is a public university system and a public entity composed of 23 campuses. It includes eight off-  
7 campus centers enrolling 485,550 students with 55,909 faculty and staff and is the largest four-  
8 year public university system in the United States.<sup>1</sup>

9 3. Campuses that are part of CSU include California State University San Bernardino ("CSUSB"),  
10 which is within the jurisdiction of this court. This Court is the proper court, and this action is  
11 properly filed in the Superior Court of the State of California, County of San Bernardino, where  
12 PLAINTIFF FOWLER is an employee. CSU, through CSUSB, maintains offices and facilities  
13 and transacts business in the County of San Bernardino, and DEFENDANT'S illegal pay policies  
14 and practices which are the subject of this action were applied, at least in part, in the County of  
15 San Bernardino.

16 4. This Court has subject matter jurisdiction of this action pursuant to California Code of Civil  
17 Section 410.10 and Article VI, section 10, of the California Constitution.

18 5. Venue is proper in the County of San Bernardino in that a substantial portion of the events, acts  
19 omissions and transactions complained of herein occurred in this county. Plaintiff has been  
20 damaged in an amount in excess of the jurisdictional amount of this Court.

21 6. At all relevant times herein, PLAINTIFF Camelia Fowler was employed by DEFENDANT as an  
22 employee.

23 7. The class on behalf of which Plaintiff brings this action PLAINTIFFS generally consists of  
24 current and former employees of DEFENDANTS, who worked for DEFENDANTS in the State  
25 of California, for a period of time within the four (4) years preceding the filing of this action.  
26  
27  
28

---

<sup>1</sup> Description of California State University, Wikipedia, [https://en.wikipedia.org/wiki/California\\_State\\_University](https://en.wikipedia.org/wiki/California_State_University)

- 1 8. The Class Period is designated as four years prior to the date of filing of this complaint until the  
2 trial date.
- 3 9. As used herein, "PLAINTIFFS" shall mean Plaintiff and all members of the Plaintiff Class.
- 4 10. PLAINTIFFS have been injured by Defendant CSU's policy of paying female employees and  
5 employees of color less money for the same work in the same positions, in violation of the  
6 California Fair Employment and Housing Act ("FEHA").
- 7 11. The policies and practices giving rise to all violations of California law described herein have  
8 been ongoing for decades, are continuing at present, and will continue unless enjoined by this  
9 Court.

10 **BASIS OF COMPLAINT AND FURTHER FACTS**

- 11 12. PLAINTIFFS are informed and believe and thereon allege that DEFENDANT, CALIFORNIA  
12 STATE UNIVERSITY, has a policy and practice of paying its employees identifying as female,  
13 and its employees of color, less in wages for work it the same positions where others receive  
14 more money.
- 15 13. The same is clearly demonstrated in a recent report, entitled "CSU Salary Structure: Gender  
16 and Racial Based Pay Gaps," what was prepared by the California State University Employees  
17 Union for its represented membership. <sup>2</sup> See report attached hereto as Exhibit 1. According to  
18 the analysis, "Pay disparities are pervasive among non-faculty California State University  
19 employees, with workers of color and women earning less than white male workers." <sup>3</sup>
- 20 PLAINTIFFS are informed and believe and thereon allege that said practice is long established  
21 and is the subject of many grievances and Title IX claims in the CSU system, that CSU is well  
22 aware of the nature of the issue, and of its pervasive nature, and has ignored the significance of  
23 the issue, and allows it to continue to this day.

24  
25  
26 <sup>2</sup> CSU Salary Structure: Gender and Racial Based Pay Gaps," by the California State University Employees Union, May 26,  
2022.

27 <sup>3</sup> Women, Workers of Color Underpaid at CSU, Union Study finds. Here's What Could help," by  
28 Alexandra Yoon-Hendricks; <https://www.sacbee.com/news/equity-lab/article262076497.html#storylink=cpy>

1 14. The report stated, among other things, the following:

2 -That the mean monthly pay for all CSU workers in the survey was \$4,753; which mean having a  
3 mean monthly pay of \$5,013, and women having a mean monthly pay of \$4,577. More,

4 -White males had a mean monthly pay of \$5,439;

5 -White females had a mean monthly pay of \$4,762;

6 -Black males had a mean monthly pay of \$4,446;

7 -Black females had a mean monthly pay of \$4,479;

8 -Hispanic males had a mean monthly pay of \$4,205

9 -Hispanic females had a mean monthly pay of \$4,108.<sup>4</sup>

10 15. Similar to the above, FOWLER, among other things, is in a position at CSUSB where the two  
11 previous holders of the position, whom were each men, made substantially more money than she  
12 for doing the same work. PLAINTIFFS are informed and believe, and thereon allege, that this is  
13 a similar pattern that is repeated throughout the CSU system; i.e., where female employees  
14 and/or employees of color are paid less money for the same work as white and/or male  
15 counterparts.

16 16. Said practice affects the salaries of thousands of workers that identify as female or as persons of  
17 color, and the practice continues with no end in sight, necessitating the need for this class action  
18 lawsuit.

19 17. PLAINTIFFS are informed and believe, and thereon allege, that Defendant CSU has sole  
20 responsibility for enforcing and applying polices that are unlawfully discriminatory against  
21 PLAINTIFFS. Thus, Defendants, including CSU, enforce policies that unlawfully have an  
22 adverse disparate impact based on sex/gender, and race.

23 18. PLAINTIFFS are ignorant of the true names and capacities of defendants sued herein as DOES I  
24 through 25, inclusive, and therefore sues these Defendants by such fictitious names.

25 PLAINTIFFS will amend this Complaint to allege their true names and capacities when  
26 ascertained.

27  
28 <sup>4</sup> CSU Salary Structure: Gender and Racial Based Pay Gaps," by the California State University Employees Union, May 26, 2022.

1 19. PLAINTIFFS are informed and believe, and thereon allege, that each of the Defendants was, at  
2 all times herein mentioned, the agent, employee, partner and/or representative of one or more of  
3 the remaining Defendants and was acting within the course and scope of such relationship.

4 Plaintiff is further informed and believes that each of the Defendants herein gave consent to,  
5 ratified, and authorized the acts alleged herein to each of the remaining Defendants.

6 PLAINTIFFS are further informed and believes and thereon alleges that each of the named  
7 Defendants and all DOES sue herein under fictitious names are jointly or severally liable to  
8 MATTHEWS for her damages alleged herein.

9 20. At all times mentioned, PLAINTIFF is ignorant of the true names and capacities of Defendants  
10 sued herein as DOES 1 through 25, inclusive, and therefore sues these Defendants by such  
11 fictitious names. Plaintiff will amend this Complaint to allege their true names and capacities  
12 when ascertained.

13 21. PLAINTIFFS are informed and believes and based thereon alleges that each of the fictitiously  
14 named Defendants are responsible in some manner for the occurrences herein alleged, and that  
15 PLAINTIFF'S damages as herein alleged were proximately caused by such Defendants.

16  
17 22. PLAINTIFFS are informed and believes and based thereon alleges that at all times herein  
18 mentioned each of the Defendants was the agent, joint venturer, statutory partner and/or  
19 representative of each of the remaining Defendants, and in doing the things alleged below, was  
20 acting within the scope of such agency and/or employment. PLAINTIFFS are informed and  
21 believes and thereon alleges that each of the named Defendants and all DOES sued herein under  
22 fictitious names are jointly or severally liable to PLAINTIFFS for her damages alleged herein.

### 23 CLASS ACTION DESIGNATION

24 23. The causes of action set forth herein are appropriately suitable for class treatment because:

25 (a) The persons in the class are so numerous, being over one hundred (100) individuals, that the  
26 joinder of all such persons is impracticable, and that the disposition of their claims as a class will  
27 benefit all parties and the court.  
28

1 (b) This action involves common questions of law and fact to the potential class because the  
2 action focuses on the DEFENDANTS' systematic course of illegal payroll practices and policies,  
3 which was applied to all hourly employees in violation of, among other things, the California  
4 FEHA.

5 (c) The claims of PLAINTIFF, as a person in protected categories, herein alleged are typical of  
6 those claims which could be alleged by any member of the class, and the relief sought is typical  
7 of the relief which would be sought by each of the members of the class in separate actions.  
8

9 (d) PLAINTIFF will fairly and adequately represent and protect the interest of all members of  
10 the class.

11 24. The prosecution of separate actions by individual members of the class would create the risk of  
12 inconsistent and/or varying adjudications with respect to the individual members of the class,  
13 establishing incompatible standards of conduct for the DEFENDANTS and resulting in the  
14 impairment of class members' rights and the disposition of their interests through actions to  
15 which they were not parties.  
16

17 25. Common issues predominate the PLAINTIFFS' claims in that all class claims arise out of  
18 DEFENDANTS' failure to have a policy that provides equal payment for equal work done by  
19 employees identifying as female, and people of color. Further, a single class action is superior to  
20 numerous individual actions as a means of adjudicating those claims.

21 26. PLAINTIFFS further allege that DEFENDANT CSU took the following adverse actions against  
22 PLAINTIFFS and is subject to the FEHA for, among other things: discrimination; failure to  
23 prevent discrimination. PLAINTIFFS believes Defendant CSU, committed these actions  
24 because of sex/gender, and/or race/ethnicity. CSU is an employer with over 5 employees, who  
25 is subject to suit under the California FEHA.

26 27. As further described below, as a direct and proximate result of CSU'S willful, knowing, and  
27 intentional violations of FEHA by discriminating against PLAINTIFFS, and by their failure to  
28

1 take all reasonable steps necessary to prevent discrimination as hereinabove alleged, CSUSB  
2 damaged PLAINTIFFS thereby.

3 **FIRST CAUSE OF ACTION**

4 **(Against Defendant CSU, and DOES 1 through 25)**  
5 **(Employment Discrimination in Violation of Government Code § 12940, et. seq. (a), (a), (c), (i), (j)(1))**

6 28. PLAINTIFFS, individually and on behalf of all others similarly situated, incorporate, and re-  
7 allege each allegation set forth above as if fully set forth herein.

8 29. PLAINTIFFS were employed by CSU during the times and in the position, which is described  
9 with more particularity, above.

10 30. At all times herein mentioned, California's Fair Employment and Housing Act, Cal. Government  
11 Code § 12940 et seq., was in full force and effect and fully binding upon Defendants.

12 PLAINTIFFS were members of a group protected by the statute, in particular section 12940(a),  
13 prohibiting discrimination in employment based on sex/gender, and on race/ethnicity.

14 31. While PLAINTIFFS worked for CSU, and performed competently in their positions,  
15 PLAINTIFFS were subjected to discrimination, upon their race/color, and sex/gender.

16 32. These discriminatory practices created a hostile work environment in which individuals,  
17 particularly those individuals of color, and those of female sex/gender, and were subjected to  
18 disadvantageous terms, conditions, and/or privileges of employment, including but not limited to  
19 refusal to pay equally, based not on the content of their character or work performance, but based  
20 on race/ethnicity, and sex/gender.

21  
22 33. As a direct, foreseeable, and proximate result of DEFENDANTS' unlawful actions,  
23 PLAINTIFFS suffered and continues to suffer lost earnings, and other employment benefits.

24 34. As a further direct, foreseeable, and proximate result of Defendants' unlawful actions, Plaintiff  
25 has suffered emotional distress, humiliation, shame, and embarrassment all to the Plaintiff's  
26 detriment causing her damages in an amount to be proven at time of trial.



1 35. CSU affected, facilitated, authorized, and/or ratified the systemwide actions that led to  
2 PLAINTIFFS from all of the campuses to be subject to a policy that does not pay them equally if  
3 they identify as female or are of color.

4 36. By engaging in the discriminatory activities and by maintaining the discriminatory policies,  
5 practices and procedures more fully described above, CSU violated the fundamental, substantial,  
6 and well-established public policies embodied in applicable law.

7 37. CSU, among its representatives, knowingly and willfully conspired to cause PLAINTIFFS to be  
8 deprived of equal pay due to their protected classification, with no end in sight, because of  
9 sex/gender and race/ethnicity, and to deprive PLAINTIFFS of the benefit and privileges of their  
10 employment as described herein. In so doing, CSUSB violated the fundamental, substantial, and  
11 well-established public policies embodied in Government Code section 12940, et. seq., by  
12 aiding, abetting, inciting, compelling, or coercing the doing of any of the acts forbidden under  
13 Government Code section 12940, subsections (a) and (c), or by attempting to do so.

14 38. PLAINTIFFS were damaged as a direct and proximate result of CSU'S willful, knowing, and  
15 intentional violations of the FEHA by discriminating against PLAINTIFFS based on sex/gender  
16 and/or race/ethnicity.

17 39. Based on the foregoing, PLAINTIFFS seek injunctive relief to immediately cease this illegal  
18 practice.  
19

## 20 SECOND CAUSE OF ACTION

21 (Against Defendant CSU, and DOES 1 through 25 only)  
22 (Wrongful Failure to Take Reasonable Steps to Prevent Harassment, Discrimination and  
23 Retaliation in Violation of Government Code Section 12940, et. seq.)

24 40. PLAINTIFF, individually and on behalf of all others similarly situated, incorporates, and re-  
25 alleges each allegation set forth above as if fully set forth herein.

26 41. Defendant At all times herein mentioned, California's Fair Employment and Housing Act, Cal.  
27 Gov't Code §§ 12900, et seq., was in full force and effect and was fully binding upon Defendant.  
28 Specifically, § 12940(k) makes it an unlawful employment practice for an employer to fail to  
take all reasonable steps necessary to prevent discrimination from occurring.

1 42. While PLAINTIFFS have worked for CSU, CSU failed to take reasonable steps to prevent  
2 discrimination, from occurring. Specifically, CSU, among other things, failed to appropriately  
3 train CSU employees in the methods by which discrimination may be prevented, and failed to  
4 prevent such harmful activity from occurring in the first instance; failed to properly investigate  
5 claims discrimination in pay; and failed to appropriately discipline CSU employees who were  
6 known to have committed acts of wrongful discrimination.

7  
8 43. As described above, Defendant CSU knew about the policy harassing behavior of Defendant  
9 HIGGINS, among others, but did nothing about the behavior. Defendant CSU was informed by  
10 of the aforesaid discriminatory treatment and/or was aware of same yet failed to take any action.  
11 Defendant CSU failed to adequately investigate the aforesaid discriminatory behavior when  
12 warned, failed to take all reasonable steps to prevent discrimination against PLAINTIFFS and  
13 did not investigate, discipline, or change policies them in response to being so informed.  
14 Defendant CSU failed to take all reasonable steps necessary to prevent discrimination from  
15 occurring in violation of § 12940(k).

16 44. As a direct, foreseeable, and proximate result of CSU'S unlawful actions, Plaintiff has suffered  
17 and continue to suffer losses in earnings and other employment benefits and has incurred other  
18 economic losses. Further, PLAINTIFFS suffered damages, making the ceasing of the practice by  
19 Injunction necessary. More, PLAINTIFFS are entitled to reasonable attorneys' fees under the  
20 Fair Employment and Housing Act.

21 **THIRD CAUSE OF ACTION**

22 **(Injunctive Relief)**  
23 **(Against Defendants CSU, and DOES 1 through 25 only)**

24 45. PLAINTIFF, individually and on behalf of all others similarly situated, incorporates, and re-  
25 alleges each allegation set forth above as if fully set forth herein.

26 46. At all times herein mentioned PLAINTIFFS, were and still are entitled to the rights and  
27 privileges related to their employment under the law.

28 47. Based upon the discrimination suffered by PLAINTIFFS at the hands of DEFENDANT CSU  
including but not limited to a de facto policy of paying female employees and employees of color

1 less than their counterparts, including whites and/or males, it is clear that DEFENDANT CSU  
2 has acted without legal authority, under the law in CSU'S treatment of PLAINTIFFS.

3 48. Alternatively, DEFENDANT CSU has ratified all illegal actions directed toward PLAINTIFFS.

4 That ratification continues with, among other thing, and all things aforementioned, CSU'S  
5 failure to investigate and change the policy in question.

6 49. PLAINTIFF seeks the following injunctive relief:

7 50. A declaration and temporary and permanent injunction that DEFENDANT CSU eliminates its  
8 policy of paying female and employees and employees of color less than their white and/or male  
9 counterparts for doing similar work in similar positions;

10 51. A declaration and temporary and permanent injunction that DEFENDANT CSU institutes a  
11 policy of paying female and employees and employees of color at levels equal to their white  
12 and/or male counterparts for doing similar work in similar positions; and

13 52. A declaration and temporary and permanent injunction that DEFENDANT CSU makes a  
14 complete review of all salaries on its campuses and sites that, among other things, ensures  
15 uniformity for those that are in substantially similar positions doing substantially similar work;  
16 and creates a process by which class members may have their claims related to their colleagues  
17 and/or predecessors being paid more unlawfully become subject to a thorough and focused  
18 review;

19 53. A declaration and temporary and permanent injunction that DEFENDANT CSU is precluded  
20 from removing PLAINTIFFS from their employment for any retaliatory reason, including but not  
21 limited to retaliation for making the complaints and/or participating in the class herein, and are  
22 precluded from further retaliation and discrimination of PLAINTIFFS of any kind, and in any  
23 fashion, directly or indirectly.

24 54. PLAINTIFFS has no adequate remedy at law for the damages described above, as they will  
25 continue if they are not ceased. More, PLAINTIFFS will suffer irreparable harm unless the  
26 conduct of DEFENDANT CSU and DOES 1 through 25 is enjoined, for the reasons detailed  
27 hereinabove.  
28

1 **FOURTH CAUSE OF ACTION**

2 **Declaratory Relief**  
3 **(Against Defendants CSU, and DOES 1 through 25 only)**

4 55. PLAINTIFF, individually and on behalf of all others similarly situated, incorporates, and re-  
5 alleges each allegation set forth above as if fully set forth herein.

6 56. PLAINTIFF, individually and on behalf of all others similarly situated, contends that Defendant  
7 California State University has a systemic practice of paying female employees and employees  
8 of color less in wages for the same work.

9 57. Based on the foregoing, an actual controversy has arisen and now exists between PLAINTIFFS  
10 and CSU, and or DOES 1-25 regarding the legal rights and duties of the respective parties and  
11 PLAINTIFFS request that these rights and duties be adjudged by the Court, including as to  
12 whether Defendant CSU'S practice is as alleged by PLAINTIFF and whether the Court can hold  
13 can hold Defendant CSU responsible for stopping the practice permanently, in a uniform way  
14 that affects all campuses in the system.

15 58. PLAINTIFFS request a judicial determination of his rights and duties and request a declaration  
16 as to CSU'S policy being invalid and unenforceable because of its systemic nature, as it pertains  
17 to PLAINTIFFS. A judicial declaration is necessary and appropriate at this time to determine the  
18 rights and duties of the parties

19  
20  
21 **PRAYER FOR RELIEF**

22 WHEREFORE, PLAINTIFF CAMELIA FOWLER, individually, and on behalf of all other persons  
23 similarly situated, by his and their attorneys, respectfully prays for relief against DEFENDANT  
24 California State University and DOES 1 through 25 inclusive, and each of them on each and every one  
25 of the First through Seventh Causes of Action as appropriate under the facts and laws of the case, as  
26 follows:

- 27 1. For a preliminary injunction, permanent injunction, and/or other equitable relief to the extent  
28 allowed by law as stated above;

- 1 2. For declaratory judgment declaring the rights of Camelia Fowler and/or any represented
- 2 employee person or any class member;
- 3 3. For costs and expenses of suit incurred herein, including statutory attorney fees; and
- 4 4. For such other and further relief as the Court deems just and proper.

5 Dated: June 21, 2022

MCCUNE WRIGHT AREVALO, LLP

6  
7  
8 By: \_\_\_\_\_

9 Joseph L. Richardson  
10 Sandy G. Gonzalez  
11 Attorneys for Plaintiff  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

EXHIBIT 1

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

---

# CSU Salary Structure: Gender and Racial Based Pay Gaps

---



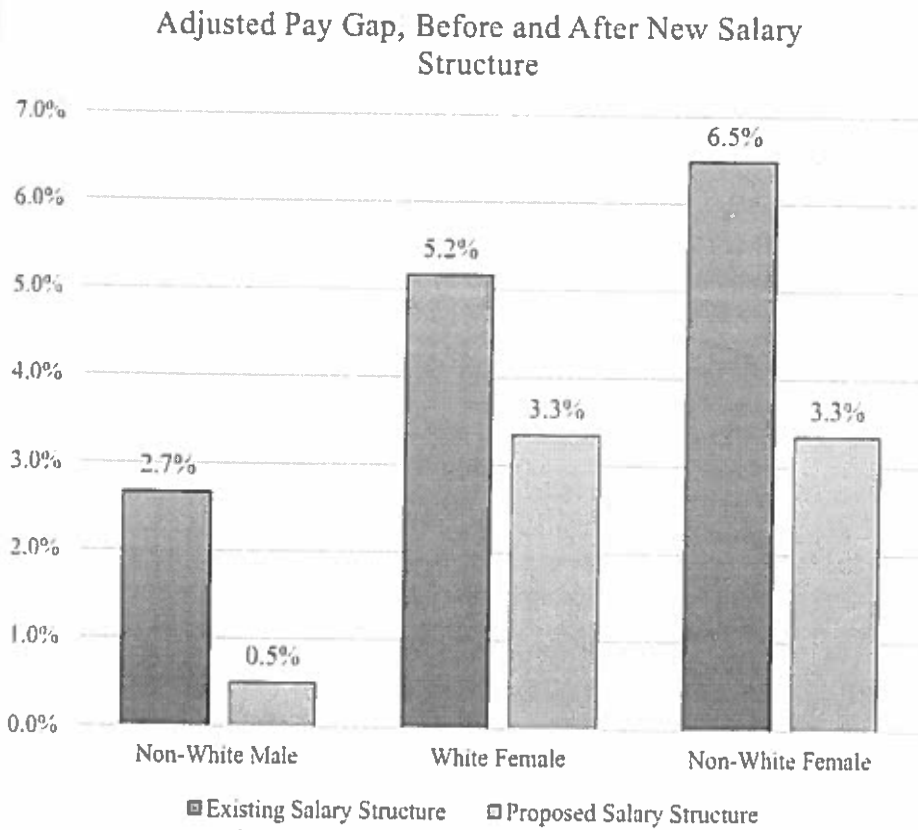
May 26, 2022  
Prepared by the CSUEU

**Executive Summary**

The California State University Employees Union (CSUEU) conducted an analysis of pay for its represented membership (14,000 +) comparing salary across both gender and ethnicity. This analysis was performed for the current pay structure within the California State University (CSU) as well as a model of the proposed STEPS system implementation (based on the recommendations of Mercer salary study).

The results indicate a significant decline in wage gap (compared to White male) for all 3 groups: non-White male, White female, and non-White female after movement to the proposed STEPS system.

Group	Existing Pay Gaps	Projected Pay Gaps under STEPS	Percentage Point Change
Non-White Male	-2.7%	-0.5%	2.2% Decline
White Female	-5.2%	-3.3%	1.8% Decline
Non-White Female	-6.5%	-3.3%	3.1% Decline





## Gender and Racial Pay Gaps

There is well-established literature studying the gender- and racial-pay gaps in the U.S. and abroad. A 2017 study<sup>1</sup> estimated that U.S. women<sup>2</sup> earned 79% of what men earned in 2010. This unadjusted gender pay gap is larger than the adjusted pay gap, which accounts for factors such as age, education, experience, geography, occupation, industry, and union representation. The 2017 study controlled for several factors and found that the adjusted pay gap was 92% in 2010. According to Pew Research<sup>3</sup>, the gender wage gap differed significantly by race. In 2015, Black men earned 73% and Hispanic men earned 69% of their White men counterparts. White women earned 82% of White men, while Black and Hispanic women earned 65% and 58%, respectively, of White men. When adjusting for education these proportions were 78% for Black men, 81% for Hispanic men, 78% for White women, 72% for Black women, and 69% for Hispanic women.

The wide range of these estimates is because different studies with different data control for different variables. Controls may give a value that shows what the pay gap is for people doing equal work with equal experience but would ignore structural issues such as discrimination in hiring or promotion, occupational segregation, and barriers to education. Adjusted or controlled pay gap is not necessarily a better measure of pay inequity than unadjusted or uncontrolled – these measures provide different information. For our purposes, we try multiple specifications to estimate both unadjusted and adjusted pay gap with several different controls. The purpose of this analysis is to determine whether the step salary structure proposed by Mercer will improve, worsen, or have no effect on gender- and racial-pay gaps – so our measure of interest is the change in the pay gap projected under the new salary structure.

### Study Group, Data and Methods

Many pay gap studies use survey data across large populations with many different job types and employers. Our data has the advantage of being with one employer, in one state, one industry, with variation by city and classification. We have salary data on 13,544 employees in CSUEU bargaining units 2, 5, 7, and 9 in March of 2022. We drop data for 1,136 employees who did not have data on both self-reported gender and ethnicity. We also omit data on 17 individuals identified as non-binary as the sample size was not great enough to allow for adequate comparisons of the other factors. Finally, we drop data on 508 employees who we were not able to determine a new step salary for. We conduct our analysis with a dataset of 11,883 employees.

Our analysis will use White male as a baseline group and assess differences in pay for non-White male, White female, and non-White female. We also estimate pay gaps for a larger set of groups – White female along with Black male and female, Hispanic male and female, Asian male and female, and an aggregate of all other minority groups (two or more, Native American, Pacific Islander), male and female. As the number of control variables increases, precise estimates of the wage gaps for these groups becomes difficult, due to small sample sizes within

<sup>1</sup> Blau, Francine D., and Lawrence M. Kahn. 2017. "The Gender Wage Gap: Extent, Trends, and Explanations." *Journal of Economic Literature*, 2017, 55 (3): 789-865.

<sup>2</sup> We use man/men/male and woman/women/female interchangeably throughout this report.

<sup>3</sup> Patten, Eileen. "Racial, gender wage gaps persist in U.S. despite some progress." Pew Research, July 2016.

groups. While some coefficients are insignificant, we generally find more severe pay gaps for Black and Hispanic men and women, and an insignificant or positive difference for Asian men and women. Tables 1, 2, and 3 give an overview of baseline wages and the number of employees in our sample belonging to different gender and ethnic groups. Table 1 shows that the average monthly salary for CSUEU employees is \$4,753. Men make about \$436 more than women; White workers make about \$302 less than their Asian counterparts, but \$579, \$901, and \$545 more than their Black, Hispanic, and Other minority counterparts, respectively. In each ethnic grouping, women make less than their male counterparts, with the exception of Black women, who make on average \$33 more than Black men. In the last column of Table 1, we see the breakdown of the 11,883 employees in our sample. They skew significantly female, primarily White and Hispanic, with Asian workers a distant third in numbers. There are 737 Black workers and 374 workers in all other minority categorizations.

<b>Group</b>	<b>Mean Monthly Pay</b>	<b>Number of Employees</b>
All	\$4,753	11,883
Female	\$4,577	7,099
Male	\$5,013	4,784
White	\$5,045	4,724
White Female	\$4,762	2,747
White Male	\$5,439	1,977
Asian	\$5,347	2,166
Asian Female	\$5,165	1,240
Asian Male	\$5,591	926
Black	\$4,466	737
Black Female	\$4,479	439
Black Male	\$4,446	298
Hispanic	\$4,144	3,882
Hispanic Female	\$4,108	2,440
Hispanic Male	\$4,205	1,442
Other	\$4,500	374
Other Female	\$4,375	233
Other Male	\$4,707	141

These are relatively small populations, especially when conducting analysis across factors such as bargaining unit and campus. To illustrate this, Table 2 and 3 give total numbers and percentage of total campus employees belonging to each ethnic group, as well as the split of men and women.

**Table 2: Campus Headcounts of Employees by Ethnicity and Gender**

<b>Campus</b>	<b>All</b>	<b>Female</b>	<b>Male</b>	<b>White</b>	<b>Hispanic</b>	<b>Black</b>	<b>Asian</b>	<b>Other</b>
All Campuses	11,883	7,099	4,784	4,724	3,882	737	2,166	374
Bakersfield	256	162	94	107	113	14	15	7
Channel Islands	221	127	94	78	106	11	20	6
Chico	436	242	194	318	58	8	31	21
Chancellor's Office	205	110	95	55	39	18	83	10
Dominguez Hills	352	202	150	56	136	79	69	12
East Bay	395	244	151	114	102	53	108	18
Fresno	491	277	214	193	201	26	61	10
Fullerton	733	438	295	236	242	51	179	25
Humboldt	278	169	109	217	32	2	8	19
Los Angeles	441	275	166	39	256	29	112	5
Long Beach	994	585	409	363	363	75	165	28
Maritime Academy	65	36	29	23	13	11	14	4
Monterey	217	136	81	122	52	9	25	9
Northridge	949	597	352	351	365	69	143	21
Pomona	581	366	215	157	270	28	113	13
Sacramento	697	402	295	319	157	56	131	34
San Bernardino	511	318	193	155	256	48	42	10
San Diego	840	495	345	360	282	53	119	26
San Francisco	758	435	323	210	138	40	352	18
San Jose	727	429	298	220	209	20	256	22
San Marcos	387	258	129	166	166	13	29	13
San Luis Obispo	787	417	370	528	177	9	48	25
Sonoma	273	185	88	178	56	9	19	11
Stanislaus	289	194	95	159	93	6	24	7

**Table 3: Percentage of Employees at each Campus by Ethnicity and Gender**

Campus	All	Female	Male	White	Hispanic	Black	Asian	Other
All Campuses	11,883	59.7%	40.3%	39.8%	32.7%	6.2%	18.2%	3.1%
Bakersfield	256	63.3%	36.7%	41.8%	44.1%	5.5%	5.9%	2.7%
Channel Islands	221	57.5%	42.5%	35.3%	48.0%	5.0%	9.0%	2.7%
Chico	436	55.5%	44.5%	72.9%	13.3%	1.8%	7.1%	4.8%
Chancellor's Office	205	53.7%	46.3%	26.8%	19.0%	8.8%	40.5%	4.9%
Dominguez Hills	352	57.4%	42.6%	15.9%	38.6%	22.4%	19.6%	3.4%
East Bay	395	61.8%	38.2%	28.9%	25.8%	13.4%	27.3%	4.6%
Fresno	491	56.4%	43.6%	39.3%	40.9%	5.3%	12.4%	2.0%
Fullerton	733	59.8%	40.2%	32.2%	33.0%	7.0%	24.4%	3.4%
Humboldt	278	60.8%	39.2%	78.1%	11.5%	0.7%	2.9%	6.8%
Los Angeles	441	62.4%	37.6%	8.8%	58.0%	6.6%	25.4%	1.1%
Long Beach	994	58.9%	41.1%	36.5%	36.5%	7.5%	16.6%	2.8%
Maritime Academy	65	55.4%	44.6%	35.4%	20.0%	16.9%	21.5%	6.2%
Monterey	217	62.7%	37.3%	56.2%	24.0%	4.1%	11.5%	4.1%
Northridge	949	62.9%	37.1%	37.0%	38.5%	7.3%	15.1%	2.2%
Pomona	581	63.0%	37.0%	27.0%	46.5%	4.8%	19.4%	2.2%
Sacramento	697	57.7%	42.3%	45.8%	22.5%	8.0%	18.8%	4.9%
San Bernardino	511	62.2%	37.8%	30.3%	50.1%	9.4%	8.2%	2.0%
San Diego	840	58.9%	41.1%	42.9%	33.6%	6.3%	14.2%	3.1%
San Francisco	758	57.4%	42.6%	27.7%	18.2%	5.3%	46.4%	2.4%
San Jose	727	59.0%	41.0%	30.3%	28.7%	2.8%	35.2%	3.0%
San Marcos	387	66.7%	33.3%	42.9%	42.9%	3.4%	7.5%	3.4%
San Luis Obispo	787	53.0%	47.0%	67.1%	22.5%	1.1%	6.1%	3.2%
Sonoma	273	67.8%	32.2%	65.2%	20.5%	3.3%	7.0%	4.0%
Stanislaus	289	67.1%	32.9%	55.0%	32.2%	2.1%	8.3%	2.4%

There are six of campuses with fewer than 10 Black workers out of 23 CSU campuses. For our initial analysis, we will focus simply on the differences from white men for three aggregated groups – White female, non-White male, and non-White female. We will then see if results are meaningful at a disaggregated level.

### Regression Results

Using log-linear regression models, we can estimate the percentage salary difference associated with different ethnicity or gender categories with controls such as: time in classification, career level, campus, and bargaining unit. We run these regressions twice – first, with the existing salary as the dependent variable. Next, we use mappings created as part of the salary study to project a new salary for each employee in our sample. We can compare the gender

and racial-based wage gaps under both the current and new proposed salary structure to estimate the impact this structure will have on pay inequity by race and gender.

We start with a simple regression of the logarithm (log) of monthly wages as our dependent variable, and race-gender categories as our independent variables. In all regressions, White male will be our baseline for comparison, and percentages reflect the difference associated with belonging to that group. Percentage differences are calculated by transforming the regression coefficient as is standard in interpreting coefficients in log-linear regressions – an explanation of this calculation as well as regression coefficients and standard errors can be found in our methods appendix.

Table 4 shows the unadjusted percentage differences for non-White men, White women, and non-White women. On average, non-White men make 14.1% less than their White man counterparts; White women make 10.7% less, and non-White women make 17.1% less.

<b>Group</b>	<b>Old Salary Structure</b>	<b>New Salary Structure</b>	<b>Difference</b>
Non-White Male	-14.1%	-10.2%	-3.9%
White Female	-10.7%	-8.8%	-1.9%
Non-White Female	-17.1%	-12.9%	-4.2%

In Table 5, we progressively add controls to our regression to estimate the adjusted pay gap. First, we control for campus specific effects in columns (1) and (4). While these individual campus coefficients are significant, the geographic adjustment has relatively small effects on our pay gap measure, even showing an increase in the pay gaps for non-White workers. In columns (2) and (5), we add controls for Range (a career level indicator used in some CSUEU classifications) and tenure (years spent in classification). These controls for experience and career level have a more noticeable effect. Finally, we account for differences in job type by adding controls for bargaining unit. This also has a significant effect on the pay gaps, and our final adjusted pay gaps are much lower than the unadjusted gaps, which is consistent with existing studies. We again notice that for each group, the corresponding wage gap under the new salary structure is lessened.

Table 5: Adjusted Wage Gaps

Group	Old Salary Structure			New Salary Structure		
	(1)	(2)	(3)	(4)	(5)	(6)
Non-White Male	-16.0%	-9.7%	-2.7%	-13.4%	-7.0%	-0.5%
White Female	-10.2%	-7.3%	-5.2%	-8.2%	-5.3%	-3.3%
Non-White Female	-18.9%	-12.2%	-6.5%	-16.0%	-8.7%	-3.3%
<b>Controls</b>						
Campus	Yes	Yes	Yes	Yes	Yes	Yes
Range	No	Yes	Yes	No	Yes	Yes
Tenure (Years)	No	Yes	Yes	No	Yes	Yes
Bargaining Unit	No	No	Yes	No	No	Yes

Table 6 shows the estimated difference in pay for non-White men, White women, and non-White women compared to White men. The first three rows present these values in a regression without controls, while the next three are from a regression controlling for years worked, career level, campus, and bargaining unit – our preferred specification from those we tested to develop the adjusted wage gap. The first column presents the pay gaps under the existing salary structure, the second column is an estimate of the pay gap under the new proposed salary structure. The third column shows the percentage point improvement from the existing to new salary structure.

Table 6 - Summary of Wage Gaps, Before and After New Salary Structure

	Category	Existing Salary Structure	New Proposed Salary Structure	Percentage Point Improvement
Unadjusted	Non-White Male	-14.1%	-10.2%	3.9
	White Female	-10.7%	-8.8%	1.9
	Non-White Female	-17.1%	-12.9%	4.2
Controls for Tenure, Range, Campus, and Bargaining Unit	Non-White Male	-2.7%	-0.5%	2.2
	White Female	-5.2%	-3.3%	1.8
	Non-White Female	-6.5%	-3.3%	3.1

These effects are also shown in Figure 1 (Uncontrolled regression) and Figure 2 (Controlled regression). In both specifications, for all three groups, the pay gap decreases with the implementation of the new salary structure. We estimate that for each group, the improvement is between 2 and 4 percentage points. Unadjusted pay gaps are much higher (10.7-17.1 percent) than the adjusted pay gaps (2.7-6.5%), however, these gaps are present and statistically significant for all groups in both specifications. Furthermore, the effects for non-White men were not statistically significant in the regressions using the new salary structure. While the Table indicates the mean estimate for those groups, it is not precise enough to say that these differences are statistically significant from zero. Looking at the adjusted pay gap, the new

salary structure would reduce the existing pay gap for non-White men and women by half or more and reduce the pay gap for White women by more than one-third.

Figure 1: Unadjusted Pay Gap, Before and After New Salary Structure

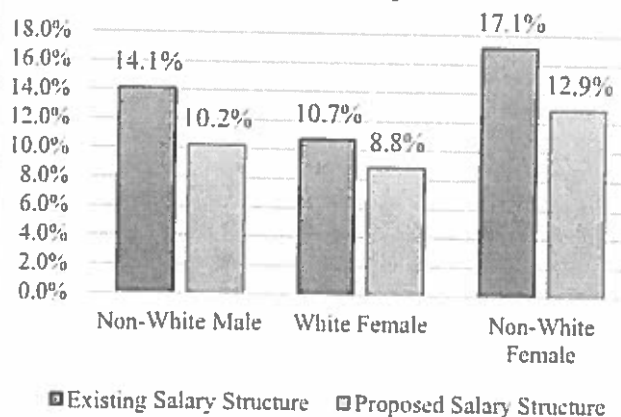
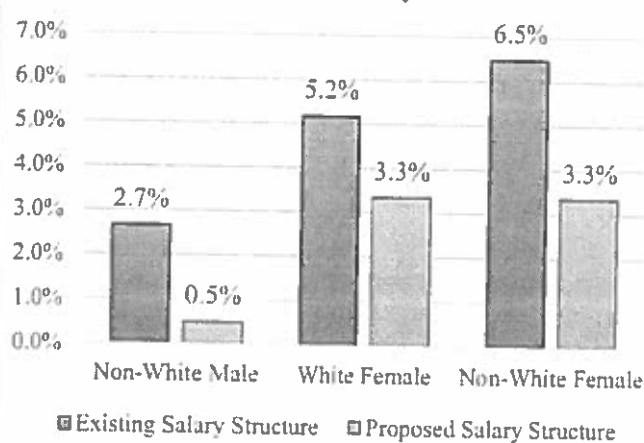


Figure 2: Adjusted Pay Gap, Before and After New Salary Structure



### Results by ethnic group

We repeat the unadjusted and adjusted regression specifications for both the old and new salary structure, this time using more detailed ethnic groups – White, Asian, Black, Hispanic, and All Other Non-White. With smaller sample sizes in each group, we see more groups with insignificant coefficients in our models. However, we can notice general trends across these models, namely, a much higher wage gap for Black and Hispanic workers than our estimate of the wage gap for all non-White workers. Table 7 replicates table 6, but with disaggregated ethnic groups. Gray highlighted cells indicate an effect that is not statistically significant. In both

specifications, there are statistically significant pay gaps for both Black and Hispanic men and women. These effects persist with the new salary structure, but decrease between 2.4 and 4.4 percentage points, depending on the specification. Asian males make more than their White male counterparts (although this effect is statistically insignificant in the unadjusted model in the old salary structure), and increase this gap over White men under the new salary structure. Notably, this change is the largest in magnitude in the unadjusted regression, and the lowest in magnitude in the adjusted regression. There are large gaps for the Other Minority category, however, these are often statistically insignificant.

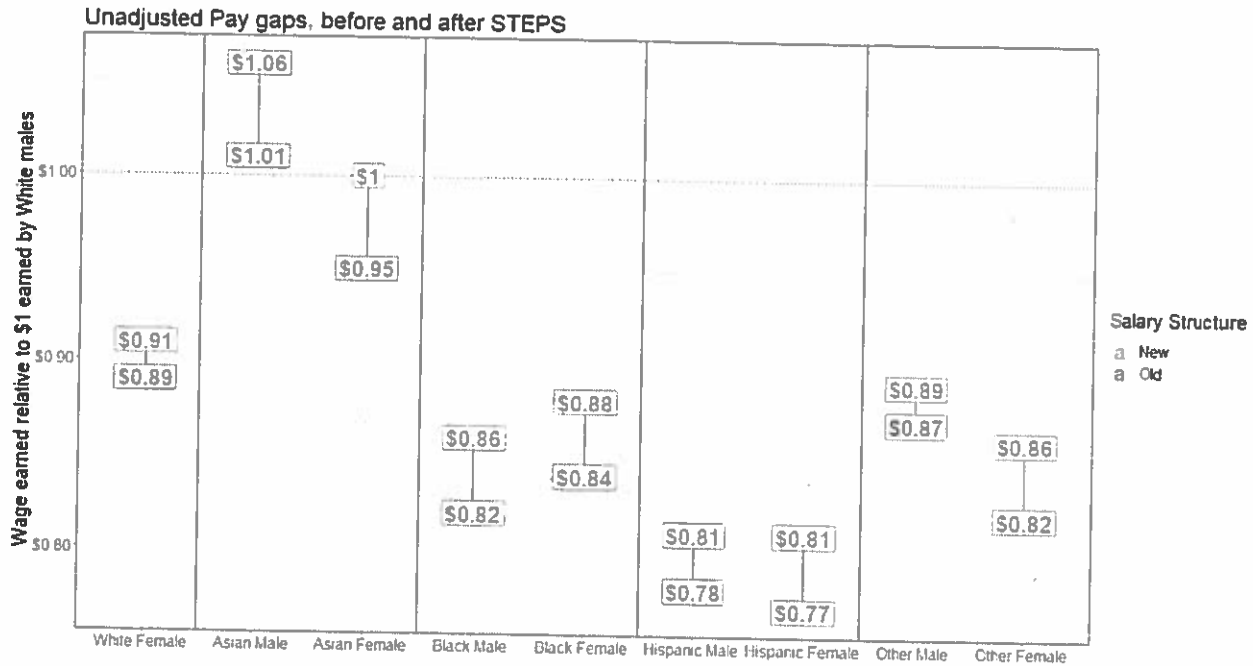
**Table 7 - Summary of Wage Gaps, Before and After New Salary Structure**

	Category	Existing Salary Structure	New Proposed Salary Structure	Percentage Point Improvement
<b>Unadjusted</b>	Asian Male	0.7%	6.1%	-5.4%
	Black Male	-18.4%	-14.3%	-4.1%
	Hispanic Male	-21.7%	-18.5%	-3.2%
	Other Male	-13.4%	-11.0%	-2.5%
	White Female	-10.7%	-8.8%	-1.9%
	Asian Female	-5.2%	0.1%	-5.3%
	Black Female	-16.1%	-11.8%	-4.4%
	Hispanic Female	-22.8%	-18.9%	-4.0%
	Other Female	-17.6%	-14.3%	-3.3%
<b>Controls for Tenure, Range, Campus, and Bargaining Unit</b>	Asian Male	1.8%	3.3%	-1.4%
	Black Male	-4.9%	-2.5%	-2.4%
	Hispanic Male	-5.2%	-2.8%	-2.4%
	Other Male	-4.8%	-2.2%	-2.6%
	White Female	-5.3%	-3.4%	-1.8%
	Asian Female	-2.8%	-0.8%	-2.0%
	Black Female	-6.7%	-3.7%	-2.9%
	Hispanic Female	-8.4%	-4.9%	-3.5%
	Other Female	-7.4%	-4.2%	-3.2%

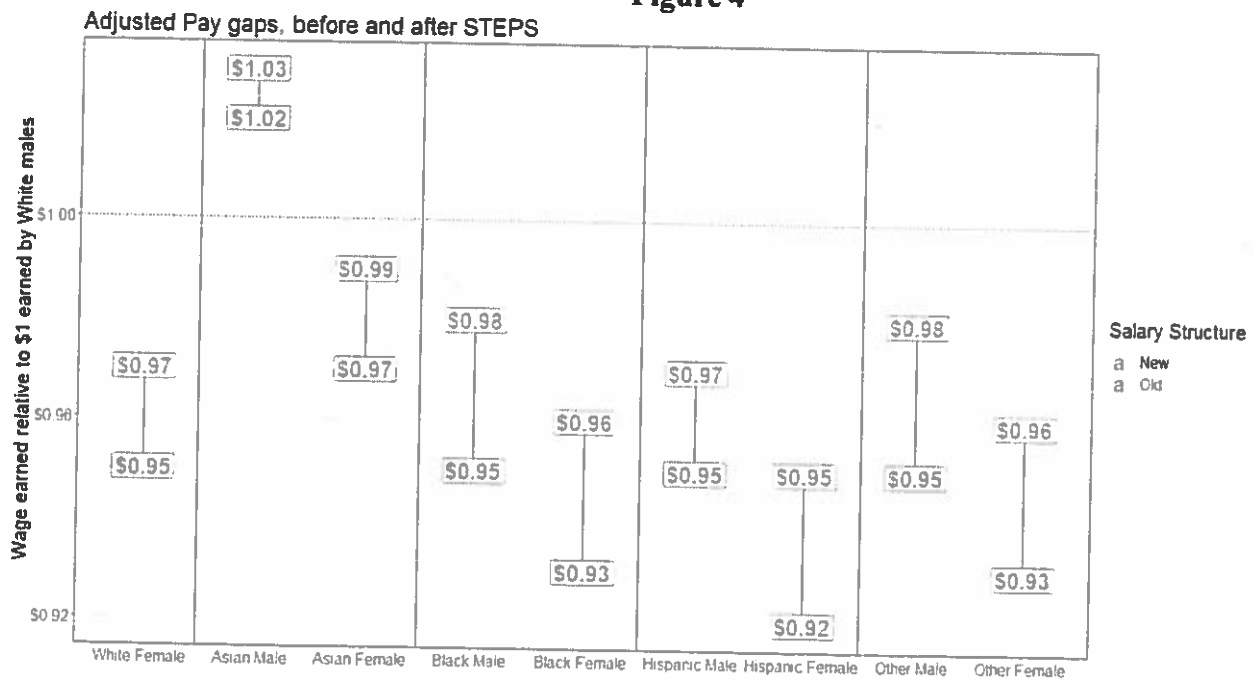
Figures 3 and 4 show what each ethnic-gender group in this study makes for every dollar a White man makes, under both the old and new salary structure. For both the unadjusted model (Figure 3) and the adjusted model (Figure 4), we can see that the new salary structure would improve each group's pay relative to their White male counterparts.



**Figure 3**



**Figure 4**



## Conclusion

In all of our specifications, we find that the pay gap between each of our three groups of interest (non-White male, White female, and non-White female) and their White male counterparts decreases with the implementation of the new salary structure. There are still statistically significant pay gaps for women in all specifications, and statistically significant pay gaps for non-white workers (both men and women) in unadjusted models. These differences are statistically significant and higher in magnitude for Black and Hispanic workers, while Asian workers typically see higher pay than White counterparts, or no statistically significant difference at all.

This study has several limitations. It does not address disparities for Native American, Pacific Islander, and Workers of two or more ethnicities. Individually these groups had too few employees to make meaningful estimates and are represented only in more aggregated groups. Furthermore, we do not analyze differences in Asian workers beyond this broad designation. This deserves further research and attention so that the CSU can address sources of disadvantage or discrimination that may vary across different ethnic groups. Finally, data on education level and more detailed job groupings would be useful for estimating the adjusted wage gap. We are not aware of data on educational attainment for this sample, though we may attempt this analysis in the future if that data is obtainable from the CSU through an information request. For job groupings, there is no grouping less granular than classification and more granular than bargaining unit. We use bargaining unit as a control in this study, we do not use class code because (a) adding more than 150 additional variables would result in model overfitting (b) as detailed in the salary survey conducted by Mercer, the job groupings at the CSU are wildly inconsistent, which makes meaningful interpretation of those models difficult. Despite these limitations, we are able to test a number of specifications and find a consistent pattern of wage gaps for women and non-White workers in the CSU system.

The new proposed salary structure makes a significant improvement in these gaps, especially for a study which was not specifically commissioned to address racial and gender-based inequities. In addition to a myriad of other benefits, adopting the proposed salary structure is an important first step in closing the racial and gender-based pay inequity in the CSU system.

*Special Thanks to the Berkeley Labor Center for their helpful feedback on our methodology and analysis.*

## Methods Appendix

All analysis was conducted in the open source statistical software R<sup>1</sup>, version 4.0.5. Regression coefficients were calculated using the `lm()` function from the `stats` package included in base R. Robust standard errors were calculated using the `vcovHC()` function from the `sandwich`<sup>2</sup> package, version 3.0.1.

Appendix Tables A1, A2, A3, and A4 show regression coefficients and standard errors for 4 regression specifications – the unadjusted regression reported in the report, and the three regressions which progressively add controls. Column 4 is our preferred specification. The tables correspond to the aggregated ethnic groups in tables A1 and A2 and the detailed ethnic groups in tables A3 and A4. Tables A1 and A3 give the results under the old salary structure; tables A2 and A4 are the same results under the new salary structure. Asterisks indicate statistical significance, \* corresponds to  $p < .10$ , \*\* to  $p < .05$ , and \*\*\* to  $p < .01$ . Standard errors are directly below their corresponding coefficients.

The percentage differences in the main report were calculated by exponentiating the coefficients and subtracting one,  $(\exp(\beta) - 1)$ , to obtain the percentage change associated with a one unit change in the independent variable. Controls were added by creating a “dummy variable” for each group. For example, campus controls means there are 24 variables: *factor(CAMPUS)CHANNEL IS*, which takes a value of 1 if an employee works at Channel Islands and a zero otherwise; *factor(CAMPUS)CHICO*, which takes a value of 1 if an employee works at Chico and a zero otherwise; and so on. The only exception is tenure, which is denoted by two variables, *years\_in\_class* and  $I(\text{years\_in\_class}^2)$ . The first is the number of years an employee has worked in their classification, the second is this value squared. This quadratic form for years of experience is standard in the literature. Our coefficients on *years\_in\_class* indicate that an additional year at CSU corresponds to about a 1% increase in wage, which is consistent with the findings of Mercer in their salary study. Additionally, we have *Range* – an indicator of level within classification. Not all classifications use range to differentiate between different career levels. Last, we control for variation across 4 bargaining units – representing employees Health Care Support, Operations and Support Services, Clerical and Administrative, and Technical Occupations, respectively.

All mentions of monthly salary in the report corresponds to the variable “Base Pay +RC” from the PIMS 8621 report. This is an annualized value that accounts for employees who are less than full time.

Not all employees were able to be uniquely matched to a new salary step. Due to the new structure not aligning 1:1 with the old structure, some combinations of class code and range map to multiple potential job families and/or grades. Mercer did not provide us with a full mapping of employees, only the number of FTEs in each new job family-grade combination. In these cases, we used a weighted average of the new job family-grade combinations to determine a mean new salary for an existing class code-range. While an updated list would provide more accurate results, we do not expect a significant effect on our results, given how close the different potential salary levels are to the weighted mean, as well as the fact that we achieved similar results from regressions we conducted on a smaller sample without the weighted average salaries in the exploratory stages of this work.

<sup>1</sup> <https://www.r-project.org/>

<sup>2</sup> <https://cran.r-project.org/web/packages/sandwich/sandwich.pdf>

Appendix Table A1 Regression Coefficients - Aggregated Ethnic Groups, Old Salary Structure

Variable	Unadjusted	Campus controls	Campus + Tenure + Range controls	Campus + Tenure + Range + BU controls
(Intercept)	8.552***	8.559***	8.651***	8.763***
	-0.007	-0.018	-0.036	-0.038
factor(ETH2)NONWHT	-0.152***	-0.174***	-0.102***	-0.027***
	-0.01	-0.009	-0.007	-0.006
factor(SEX2)FEMALE	-0.113***	-0.108***	-0.076***	-0.053***
	-0.009	-0.009	-0.007	-0.005
factor(ETH2)NONWHT:factor(SEX2)FEMALE	0.077***	0.072***	0.048***	0.013*
	-0.012	-0.011	-0.009	-0.007
factor(CAMPUS)CHANNEL IS		-0.012	-0.018	-0.017
		-0.024	-0.019	-0.015
factor(CAMPUS)CHICO		-0.161***	-0.150***	-0.093***
		-0.021	-0.017	-0.014
factor(CAMPUS)CHNCLR OFF		0.412***	0.222***	0.163***
		-0.031	-0.023	-0.02
factor(CAMPUS)DOMINGUEZ		0.043*	-0.005	-0.014
		-0.023	-0.018	-0.015
factor(CAMPUS)EAST BAY		0.037*	-0.019	-0.012
		-0.022	-0.019	-0.014
factor(CAMPUS)FRESNO		-0.029	-0.067***	-0.055***
		-0.021	-0.017	-0.013
factor(CAMPUS)FULLERTON		-0.009	-0.053***	-0.063***
		-0.02	-0.016	-0.013
factor(CAMPUS)HUMBOLDT		-0.093***	-0.106***	-0.093***
		-0.024	-0.019	-0.016
factor(CAMPUS)LA		-0.046**	-0.071***	-0.078***
		-0.021	-0.018	-0.014
factor(CAMPUS)LONG BEACH		-0.025	-0.047***	-0.057***
		-0.019	-0.016	-0.013
factor(CAMPUS)MARITIME		0.042	0.022	0.024
		-0.043	-0.036	-0.027
factor(CAMPUS)MONTEREY		0.060***	-0.003	-0.027*
		-0.023	-0.019	-0.014
factor(CAMPUS)NORTHRIDGE		0.017	-0.031*	-0.040***
		-0.019	-0.016	-0.012
factor(CAMPUS)POMONA		0.033	-0.009	-0.02
		-0.02	-0.017	-0.013
factor(CAMPUS)SACRAMENTO		-0.034*	-0.078***	-0.063***
		-0.02	-0.016	-0.013
factor(CAMPUS)SAN BERN		-0.027	-0.067***	-0.050***
		-0.02	-0.017	-0.013
factor(CAMPUS)SAN DIEGO		-0.041**	-0.061***	-0.042***

		-0.019	-0.016	-0.013
factor(CAMPUS)SAN FRAN		0.102***	0.029*	-0.015
		-0.02	-0.016	-0.013
factor(CAMPUS)SAN JOSE		0.122***	0.056***	0.044***
		-0.02	-0.016	-0.013
factor(CAMPUS)SAN MARCOS		0.003	0.01	0.001
		-0.021	-0.018	-0.014
factor(CAMPUS)SLO		-0.018	0.002	0.028**
		-0.02	-0.017	-0.013
factor(CAMPUS)SONOMA		-0.057**	-0.067***	-0.057***
		-0.022	-0.018	-0.014
factor(CAMPUS)STNISLAUS		-0.038	-0.057***	-0.030**
		-0.024	-0.019	-0.015
years in class			0.014***	0.014***
			-0.001	-0.001
I(years in class^2)			0.000***	0.000***
			0	0
factor(Range)1			-0.307***	-0.165***
			-0.032	-0.031
factor(Range)2			-0.133***	-0.056*
			-0.032	-0.031
factor(Range)3			0.174***	0.159***
			-0.032	-0.032
factor(Range)4			0.275***	0.267***
			-0.035	-0.034
factor(Range)6			-0.107**	-0.237***
			-0.049	-0.049
factor(Range)8			-0.174***	-0.257***
			-0.047	-0.046
factor(Range)9			0.687***	0.655***
			-0.033	-0.032
factor(CBID)R05				-0.509***
				-0.018
factor(CBID)R07				-0.404***
				-0.018
factor(CBID)R09				-0.134***
				-0.018
N	11883	11883	11883	11883
RMSE	0.296	0.285	0.226	0.172
R^2	0.046	0.115	0.446	0.677
adj R^2	0.046	0.113	0.445	0.676
*p < 0.1, **p < 0.05, ***p < 0.01				

Appendix Table A2 Regression Coefficients - Aggregated Ethnic Groups, New Salary Structure

Variable	Unadjusted	Campus controls	Campus + Tenure + Range controls	Campus + Tenure + Range + BU controls
(Intercept)	8.712***	8.627***	8.520***	8.595***
	-0.007	-0.016	-0.033	-0.036
factor(ETH2)NONWHT	-0.108***	-0.144***	-0.073***	-0.005
	-0.009	-0.009	-0.006	-0.004
factor(SEX2)FEMALE	-0.092***	-0.086***	-0.054***	-0.034***
	-0.008	-0.008	-0.005	-0.004
factor(ETH2)NONWHT:factor(SEX2)FEMALE	0.062***	0.056***	0.036***	0.005
	-0.011	-0.01	-0.007	-0.005
factor(CAMPUS)CHANNEL IS		0.031	0.033**	0.034***
		-0.022	-0.016	-0.011
factor(CAMPUS)CHICO		-0.070***	-0.056***	-0.005
		-0.019	-0.015	-0.011
factor(CAMPUS)CHNCLR OFF		0.433***	0.247***	0.194***
		-0.025	-0.017	-0.014
factor(CAMPUS)DOMINGUEZ		0.134***	0.085***	0.076***
		-0.02	-0.015	-0.011
factor(CAMPUS)EAST BAY		0.157***	0.095***	0.101***
		-0.019	-0.015	-0.011
factor(CAMPUS)FRESNO		0.024	-0.016	-0.006
		-0.019	-0.014	-0.01
factor(CAMPUS)FULLERTON		0.123***	0.075***	0.066***
		-0.018	-0.014	-0.01
factor(CAMPUS)HUMBOLDT		-0.021	-0.033**	-0.022*
		-0.022	-0.016	-0.012
factor(CAMPUS)LA		0.111***	0.082***	0.074***
		-0.019	-0.015	-0.01
factor(CAMPUS)LONG BEACH		0.081***	0.059***	0.049***
		-0.017	-0.013	-0.009
factor(CAMPUS)MARITIME		0.095**	0.076***	0.076***
		-0.038	-0.028	-0.022
factor(CAMPUS)MONTEREY		0.170***	0.107***	0.084***
		-0.021	-0.016	-0.011
factor(CAMPUS)NORTHRIDGE		0.118***	0.068***	0.059***
		-0.017	-0.013	-0.009
factor(CAMPUS)POMONA		0.139***	0.095***	0.085***
		-0.018	-0.014	-0.01
factor(CAMPUS)SACRAMENTO		0.051***	0.005	0.018*
		-0.017	-0.013	-0.01
factor(CAMPUS)SAN BERN		0.062***	0.019	0.032***
		-0.018	-0.014	-0.01
factor(CAMPUS)SAN DIEGO		0.084***	0.063***	0.081***
		-0.017	-0.013	-0.01

factor(CAMPUS)SAN FRAN		0.303***	0.227***	0.188***
		-0.017	-0.013	-0.009
factor(CAMPUS)SAN JOSE		0.269***	0.204***	0.193***
		-0.018	-0.013	-0.009
factor(CAMPUS)SAN MARCOS		0.073***	0.087***	0.079***
		-0.019	-0.014	-0.01
factor(CAMPUS)SLO		0.01	0.023*	0.046***
		-0.017	-0.014	-0.01
factor(CAMPUS)SONOMA		0.070***	0.062***	0.072***
		-0.021	-0.015	-0.011
factor(CAMPUS)STNISLAUS		-0.006	-0.021	0.003
		-0.021	-0.016	-0.011
years in class			0.030***	0.030***
			-0.001	-0.001
I(years in class^2)			-0.001***	-0.001***
			0	0
factor(Range)1			-0.165***	-0.037
			-0.03	-0.03
factor(Range)2			0.021	0.088***
			-0.03	-0.03
factor(Range)3			0.246***	0.232***
			-0.03	-0.03
factor(Range)4			0.326***	0.319***
			-0.031	-0.031
factor(Range)6			0.031	-0.066
			-0.05	-0.05
factor(Range)8			0.025	-0.033
			-0.045	-0.044
factor(Range)9			0.672***	0.645***
			-0.031	-0.031
factor(CBID)R05				-0.434***
				-0.018
factor(CBID)R07				-0.332***
				-0.018
factor(CBID)R09				-0.094***
				-0.018
N	11883	11883	11883	11883
RMSE	0.275	0.258	0.185	0.133
R^2	0.028	0.148	0.562	0.773
adj R^2	0.028	0.146	0.561	0.772
*p <0.1, **p <0.05, ***p <0.01				

Appendix Table A3: Regression Coefficients and Standard Errors - Detailed Ethnic Groups, Old Salary Structure

Variable	Unadjusted	Campus controls	Campus + Tenure + Range controls	Campus + Tenure + Range + BU controls
(Intercept)	8.552***	8.582***	8.676***	8.775***
	-0.007	-0.017	-0.036	-0.039
factor('ETHNIC GROUP')ASN	0.007	-0.025*	-0.011	0.018**
	-0.014	-0.014	-0.01	-0.008
factor('ETHNIC GROUP')BLK	-0.203***	-0.221***	-0.147***	-0.050***
	-0.019	-0.019	-0.014	-0.011
factor('ETHNIC GROUP')HSP	-0.245***	-0.257***	-0.155***	-0.053***
	-0.01	-0.01	-0.008	-0.006
factor('ETHNIC GROUP')OTH	-0.144***	-0.163***	-0.091***	-0.049***
	-0.027	-0.026	-0.018	-0.014
factor(SEX2)FEMALE	-0.113***	-0.110***	-0.078***	-0.054***
	-0.009	-0.009	-0.007	-0.005
factor('ETHNIC GROUP')ASN:factor(SEX2)FEMALE	0.053***	0.044***	0.039***	0.008
	-0.018	-0.017	-0.013	-0.01
factor('ETHNIC GROUP')BLK:factor(SEX2)FEMALE	0.140***	0.132***	0.088***	0.035***
	-0.023	-0.023	-0.018	-0.014
factor('ETHNIC GROUP')HSP:factor(SEX2)FEMALE	0.099***	0.095***	0.060***	0.019***
	-0.012	-0.012	-0.009	-0.007
factor('ETHNIC GROUP')OTH:factor(SEX2)FEMALE	0.064**	0.079***	0.046**	0.026
	-0.032	-0.031	-0.023	-0.018
factor(CAMPUS)CHANNEL IS		-0.011	-0.019	-0.017
		-0.024	-0.019	-0.015
factor(CAMPUS)CHICO		-0.183***	-0.165***	-0.101***
		-0.021	-0.017	-0.014
factor(CAMPUS)CHNCLR OFF		0.350***	0.188***	0.148***
		-0.029	-0.022	-0.02
factor(CAMPUS)DOMINGUEZ		0.024	-0.014	-0.018
		-0.022	-0.018	-0.015
factor(CAMPUS)EAST BAY		-0.002	-0.042**	-0.023
		-0.022	-0.018	-0.014
factor(CAMPUS)FRESNO		-0.039*	-0.072***	-0.058***
		-0.02	-0.017	-0.013
factor(CAMPUS)FULLERTON		-0.041**	-0.071***	-0.072***
		-0.019	-0.016	-0.013
factor(CAMPUS)HUMBOLDT		-0.111***	-0.118***	-0.098***
		-0.024	-0.019	-0.016
factor(CAMPUS)LA		-0.061***	-0.079***	-0.082***
		-0.021	-0.017	-0.014
factor(CAMPUS)LONG BEACH		-0.043**	-0.058***	-0.062***
		-0.018	-0.015	-0.013
factor(CAMPUS)MARITIME		0.009	0.004	0.015
		-0.041	-0.034	-0.027
factor(CAMPUS)MONTEREY		0.038*	-0.015	-0.032**
		-0.023	-0.019	-0.014
factor(CAMPUS)NORTHRIDGE		0.003	-0.039**	-0.044***
		-0.019	-0.015	-0.012
factor(CAMPUS)POMONA		0.017	-0.018	-0.025*



		-0.02	-0.016	-0.013
factor(CAMPUS)SACRAMENTO		-0.066***	-0.096***	-0.072***
		-0.02	-0.016	-0.013
factor(CAMPUS)SAN BERN		-0.025	-0.063***	-0.049***
		-0.02	-0.017	-0.013
factor(CAMPUS)SAN DIEGO		-0.058***	-0.071***	-0.047***
		-0.019	-0.016	-0.013
factor(CAMPUS)SAN FRAN		0.032	-0.015	-0.036***
		-0.02	-0.016	-0.013
factor(CAMPUS)SAN JOSE		0.075***	0.027	0.030**
		-0.02	-0.016	-0.013
factor(CAMPUS)SAN MARCOS		0.001	0.007	0
		-0.02	-0.017	-0.014
factor(CAMPUS)SLO		-0.032*	-0.008	0.022*
		-0.019	-0.016	-0.013
factor(CAMPUS)SONOMA		-0.073***	-0.078***	-0.062***
		-0.022	-0.018	-0.014
factor(CAMPUS)STNISLAUS		-0.048**	-0.063***	-0.034**
		-0.024	-0.019	-0.015
years in class			0.013***	0.014***
			-0.001	-0.001
I(years in class^2)			0.000***	0.000***
			0	0
factor(Range)1			-0.307***	-0.171***
			-0.033	-0.032
factor(Range)2			-0.141***	-0.062**
			-0.033	-0.032
factor(Range)3			0.160***	0.150***
			-0.033	-0.032
factor(Range)4			0.266***	0.261***
			-0.035	-0.034
factor(Range)6			-0.112**	-0.239***
			-0.049	-0.049
factor(Range)8			-0.187***	-0.264***
			-0.047	-0.046
factor(Range)9			0.717***	0.668***
			-0.034	-0.033
factor(CBID)R05				-0.497***
				-0.018
factor(CBID)R07				-0.397***
				-0.018
factor(CBID)R09				-0.132***
				-0.018
N	11883	11883	11883	11883
RMSE	0.285	0.277	0.221	0.171
R^2	0.112	0.165	0.467	0.681
adj R^2	0.112	0.162	0.465	0.68
*p <0.1, **p <0.05, ***p <0.01				

Appendix Table A4: Regression Coefficients and Standard Errors - Detailed Ethnic Groups, New Salary Structure

Variable	Unadjusted	Campus controls	Campus + Tenure + Range controls	Campus + Tenure + Range + BU controls
(Intercept)	8.712***	8.648***	8.540***	8.605***
factor('ETHNIC GROUP')ASN	-0.007	-0.015	-0.033	-0.036
	0.059***	0	0.006	0.032***
factor('ETHNIC GROUP')BLK	-0.013	-0.012	-0.008	-0.006
	-0.154***	-0.185***	-0.112***	-0.025***
factor('ETHNIC GROUP')HSP	-0.018	-0.017	-0.012	-0.007
	-0.205***	-0.225***	-0.120***	-0.028***
factor('ETHNIC GROUP')OTH	-0.009	-0.009	-0.006	-0.005
	-0.116***	-0.138***	-0.059***	-0.022*
factor(SEX2)FEMALE	-0.025	-0.024	-0.015	-0.011
	-0.092***	-0.088***	-0.056***	-0.035***
factor('ETHNIC GROUP')ASN:factor(SEX2)FEMALE	-0.008	-0.008	-0.005	-0.004
	0.034**	0.02	0.022**	-0.005
factor('ETHNIC GROUP')BLK:factor(SEX2)FEMALE	-0.016	-0.015	-0.01	-0.007
	0.121***	0.115***	0.070***	0.022**
factor('ETHNIC GROUP')HSP:factor(SEX2)FEMALE	-0.022	-0.021	-0.015	-0.01
	0.088***	0.083***	0.050***	0.013**
factor('ETHNIC GROUP')OTH:factor(SEX2)FEMALE	-0.011	-0.011	-0.008	-0.006
	0.054*	0.064**	0.032*	0.014
factor(CAMPUS)CHANNEL IS	-0.029	-0.028	-0.019	-0.014
		0.032	0.033**	0.033***
factor(CAMPUS)CHICO		-0.021	-0.015	-0.011
		-0.091***	-0.068***	-0.012
factor(CAMPUS)CHNCLR OFF		-0.019	-0.014	-0.011
		0.375***	0.218***	0.182***
factor(CAMPUS)DOMINGUEZ		-0.023	-0.017	-0.013
		0.116***	0.077***	0.073***
factor(CAMPUS)EAST BAY		-0.02	-0.015	-0.011
		0.121***	0.077***	0.093***
factor(CAMPUS)FRESNO		-0.019	-0.015	-0.011
		0.015	-0.02	-0.008
factor(CAMPUS)FULLERTON		-0.018	-0.014	-0.01
		0.094***	0.060***	0.059***
factor(CAMPUS)HUMBOLDT		-0.017	-0.013	-0.01
		-0.037*	-0.043***	-0.025**
factor(CAMPUS)LA		-0.022	-0.016	-0.012
		0.097***	0.074***	0.071***
factor(CAMPUS)LONG BEACH		-0.018	-0.014	-0.01
		0.064***	0.050***	0.045***
factor(CAMPUS)MARITIME		-0.016	-0.013	-0.009
		0.064*	0.060**	0.070***
factor(CAMPUS)MONTEREY		-0.036	-0.027	-0.022
		0.150***	0.097***	0.080***
factor(CAMPUS)NORTHRIDGE		-0.021	-0.015	-0.011
		0.104***	0.061***	0.056***
factor(CAMPUS)POMONA		-0.016	-0.013	-0.009
		0.125***	0.088***	0.081***

		-0.017	-0.013	-0.01
factor(CAMPUS)SACRAMENTO		0.021	-0.01	0.011
		-0.017	-0.013	-0.01
factor(CAMPUS)SAN BERN		0.064***	0.021	0.033***
		-0.018	-0.014	-0.01
factor(CAMPUS)SAN DIEGO		0.068***	0.055***	0.076***
		-0.017	-0.013	-0.01
factor(CAMPUS)SAN FRAN		0.239***	0.191***	0.172***
		-0.017	-0.013	-0.01
factor(CAMPUS)SAN JOSE		0.226***	0.180***	0.182***
		-0.017	-0.013	-0.009
factor(CAMPUS)SAN MARCOS		0.071***	0.086***	0.078***
		-0.018	-0.014	-0.01
factor(CAMPUS)SLO		-0.003	0.014	0.041***
		-0.017	-0.013	-0.01
factor(CAMPUS)SONOMA		0.055***	0.054***	0.067***
		-0.02	-0.015	-0.011
factor(CAMPUS)STNISLAUS		-0.015	-0.026	0
		-0.021	-0.016	-0.011
years in class			0.029***	0.030***
			-0.001	-0.001
I(years in class^2)			-0.001***	-0.001***
			0	0
factor(Range)1			-0.164***	-0.041
			-0.03	-0.03
factor(Range)2			0.015	0.083***
			-0.03	-0.03
factor(Range)3			0.234***	0.225***
			-0.03	-0.03
factor(Range)4			0.319***	0.315***
			-0.031	-0.031
factor(Range)6			0.027	-0.067
			-0.05	-0.05
factor(Range)8			0.015	-0.038
			-0.045	-0.044
factor(Range)9			0.696***	0.653***
			-0.031	-0.031
factor(CBID)R05				-0.425***
				-0.018
factor(CBID)R07				-0.327***
				-0.018
factor(CBID)R09				-0.093***
				-0.018
N	11883	11883	11883	11883
RMSE	0.263	0.25	0.181	0.132
R^2	0.111	0.199	0.58	0.776
adj R^2	0.11	0.197	0.578	0.776
*p < 0.1, **p < 0.05, ***p < 0.01				

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO

CAMELIA FOWLER

Case No.: CIV SB 2 2 1 2 1 1 8

vs.

CERTIFICATE OF ASSIGNMENT

CALIFORNIA STATE UNIVERSITY

A civil action or proceeding presented for filing must be accompanied by this Certificate. If the ground is the residence of a party, name and residence shall be stated.

The undersigned declares that the above-entitled matter is filed for proceedings in the SAN BERNARDINO District of the Superior Court under Rule 131 and General Order of this court for the checked reason:

- |                                     |                            |                          |   |
|-------------------------------------|----------------------------|--------------------------|---|
| <input checked="" type="checkbox"/> | <b>General</b>             | <input type="checkbox"/> | <b>Collection</b>   |
|                                     | <b>Nature of Action</b>    |                          | <b>Ground</b>   |
| <input type="checkbox"/>            | 1. Adoption                |                          | Petitioner resides within the district  |
| <input type="checkbox"/>            | 2. Conservator             |                          | Petitioner or conservatee resides within the district.                                      |
| <input type="checkbox"/>            | 3. Contract                |                          | Performance in the district is expressly provided for.                                      |
| <input type="checkbox"/>            | 4. Equity                  |                          | The cause of action arose within the district.  |
| <input type="checkbox"/>            | 5. Eminent Domain          |                          | The property is located within the district.  |
| <input type="checkbox"/>            | 6. Family Law              |                          | Plaintiff, defendant, petitioner or respondent resides within the district.                 |
| <input type="checkbox"/>            | 7. Guardianship            |                          | Petitioner or ward resides within the district or has property within the district.         |
| <input type="checkbox"/>            | 8. Harassment              |                          | Plaintiff, defendant, petitioner or respondent resides within the district.                 |
| <input type="checkbox"/>            | 9. Mandate                 |                          | The defendant functions wholly within the district.   |
| <input type="checkbox"/>            | 10. Name Change            |                          | The petitioner resides within the district.   |
| <input type="checkbox"/>            | 11. Personal Injury        |                          | The injury occurred within the district.  |
| <input type="checkbox"/>            | 12. Personal Property      |                          | The property is located within the district.  |
| <input type="checkbox"/>            | 13. Probate                |                          | Decedent resided or resides within or had property within the district.                     |
| <input type="checkbox"/>            | 14. Prohibition            |                          | The defendant functions wholly within the district.   |
| <input type="checkbox"/>            | 15. Review                 |                          | The defendant functions wholly within the district.   |
| <input type="checkbox"/>            | 16. Title to Real Property |                          | The property is located within the district.  |
| <input type="checkbox"/>            | 17. Transferred Action     |                          | The lower court is located within the district.   |
| <input type="checkbox"/>            | 18. Unlawful Detainer      |                          | The property is located within the district.  |
| <input type="checkbox"/>            | 19. Domestic Violence      |                          | The petitioner, defendant, plaintiff or respondent resides within the district.             |
| <input checked="" type="checkbox"/> | 20. Other Employment       |                          | The defendant transacts business within the district, plaintiff resides within the district |
| <input type="checkbox"/>            | 21. THIS FILING WOULD      |                          | NORMALLY FALL WITHIN JURISDICTION OF SUPERIOR COURT   |

The address of the accident, performance, party, detention, place of business, or other factor which qualifies this case for filing in the above-designed district is:

Defendant, California State University

NAME - INDICATE TITLE OR OTHER QUALIFYING FACTOR

5500 University Pkwy

ADDRESS

San Bernardino

CITY

CA

STATE

92407

ZIP CODE

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was executed on June 21, 2022 at San Bernardino California.

Signature of Attorney/Party

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address)
Joseph L. Richardson, Esq./SBN 212206 jlr@mccunewright.com
McCune Wright Arevalo
3281 East Guasti Rd., #100, Ontario CA 91761
TELEPHONE NO.: 909-557-1250 FAX NO.: 909-557-1275
ATTORNEY FOR (Name): Plaintiff

FOR COURT USE ONLY
FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
JUN 22 2022
BY Justin Manassee, Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Bernardino
STREET ADDRESS: 247 W. Third Street
MAILING ADDRESS: 247 W. Third Street
CITY AND ZIP CODE: San Bernardino CA 92415
BRANCH NAME: Central District

CASE NAME:
Camelia Fowler v. California State Univerty

CIVIL CASE COVER SHEET
Unlimited (Amount demanded exceeds \$25,000)
Limited (Amount demanded is \$25,000 or less)
Complex Case Designation
Counter Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: CIV SB 2212118
JUDGE:
DEPT:

Items 1-6 below must be completed (see instructions on page 2).

- 1. Check one box below for the case type that best describes this case:
Auto Tort
Contract
Provisionally Complex Civil Litigation
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
Real Property
Enforcement of Judgment
Non-PI/PD/WD (Other) Tort
Unlawful Detainer
Miscellaneous Civil Complaint
Employment
Judicial Review
Miscellaneous Civil Petition

- 2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
a. Large number of separately represented parties
b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. Substantial amount of documentary evidence
d. Large number of witnesses
e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. Substantial postjudgment judicial supervision
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify):
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: June 21, 2022
Joseph L Richardson

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed in sanctions.
File this cover sheet in addition to any cover sheet required by local court rule.
If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.