

**Government Claims Form**

California Victim Compensation and Government Claims Board  
 P.O. Box 3035  
 Sacramento, CA 95812-3035

1-800-955-0045 • www.governmentclaims.ca.gov

State of California

APR 19 PM 1:5

For Office Use Only  
 Claim No.:

**Is your claim complete?**

<input checked="" type="checkbox"/>	<b>New!</b> Include a check or money order for \$25 payable to the State of California.
<input type="checkbox"/>	Complete all sections relating to this claim and sign the form. Please print or type all information.
<input type="checkbox"/>	Attach receipts, bills, estimates or other documents that back up your claim.
<input type="checkbox"/>	Include two copies of this form and all the attached documents with the original.

**Claimant Information**

<b>1</b>	WILLIAMS, JR., DONALD	<b>2</b>	Tel: [ ] [ ] [ ]
	<i>Last name First Name MI</i>	<b>3</b>	Email:
<b>4</b>	C/O 8484 Wilshire Blvd., Suite 548	Beverly Hills	CA 90211
	<i>Mailing Address</i>	<i>City</i>	<i>State Zip</i>
<b>5</b>	Best time and way to reach you: None		
<b>6</b>	Is the claimant under 18? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If YES, give date of birth: [ ] [ ] [ ]	
		<i>MM</i>	<i>DD</i> <i>YYYY</i>

**Attorney or Representative Information**

<b>7</b>	DOUGLAS, CARL E.	<b>8</b>	Tel: 323 655 6505
	<i>Last name First Name MI</i>	<b>9</b>	Email: carl@douglashickslaw.com
<b>10</b>	8484 Wilshire Blvd., Suite 548	Beverly Hills	CA 90211
	<i>Mailing Address</i>	<i>City</i>	<i>State Zip</i>
<b>11</b>	Relationship to claimant: Attorney		

**Claim Information**

<b>12</b>	Is your claim for a state-dated warrant (uncashed check) or unredeemed bond? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	State agency that issued the warrant: _____ If NO, continue to Step <b>13</b>
	Dollar amount of warrant: _____ Date of issue: [ ] [ ] [ ]
	Proceed to Step <b>22</b> . <i>MM DD YYYY</i>
<b>13</b>	Date of Incident: September 23, 2013 until October 31, 2013
	Was the incident more than six months ago? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	If YES, did you attach a separate sheet with an explanation for the late filing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>14</b>	State agencies or employees against whom this claim is filed: CALIFORNIA STATE UNIVERSITY SAN JOSE, President Mohammad Qayoumi, Resident Assistant Charles May, and other unknown agents and/or employees of the University.
<b>15</b>	Dollar amount of claim: \$5,000,000.00
	If the amount is more than \$10,000, indicate the type of civil case: <input type="checkbox"/> Limited civil case (\$25,000 or less) <input checked="" type="checkbox"/> Non-limited civil case (over \$25,000)
	Explain how you calculated the amount: Based on the nature, quality, and extent of the damages, injuries and harms sustained.

16 Location of the incident:  
See the letter attached as Exhibit "A."

17 Describe the specific damage or injury:  
See the letter attached as Exhibit "A."

18 Explain the circumstances that led to the damage or injury:  
See the letter attached as Exhibit "A."

19 Explain why you believe the state is responsible for the damage or injury:  
See the letter attached as Exhibit "A."

20 Does the claim involve a state vehicle?  Yes  No  
If YES, provide the vehicle license number, if known:

**Auto Insurance Information**

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Name of Insurance Carrier

Mailing Address City State Zip

Policy Number: Tel: \_\_\_\_\_

Are you the registered owner of the vehicle?  Yes  No

If NO, state name of owner:

Has a claim been filed with your insurance carrier, or will it be filed?  Yes  No

Have you received any payment for this damage or injury?  Yes  No

If yes, what amount did you receive?

Amount of deductible, if any:

Claimant's Drivers License Number: Vehicle License Number:

Make of Vehicle: Model: Year:

Vehicle ID Number:

**Notice and Signature**

22 I declare under penalty of perjury under the laws of the State of California that all the information I have provided is true and correct to the best of my information and belief. I further understand that if I have provided information that is false, intentionally incomplete, or misleading I may be charged with a felony punishable by up to four years in state prison and/or a fine of up to \$10,000 (Penal Code section 72).

*[Signature]* 3/19/14  
Signature of Claimant or Representative Date

23 Mail the original and two copies of this form and all attachments with the \$25 filing fee or the "Filing Fee Waiver Request" to: Government Claims Program, P.O. Box 3035, Sacramento, CA, 95812-3035. Forms can also be delivered to the Victim Compensation and Government Claims Board, 400 R St., 5th flr, Sacramento.

**For State Agency Use Only**

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Name of State Agency Fund or Budget Act Appropriation No.

Name of Agency Budget Officer or Representative Title

Signature Date

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University housing employs students and professional staff to assist students with on-campus housing. Each dorm is staffed with a Residential Life Coordinator ("RLC"), Assistant RLC's and Resident Assistants ("RA's"), who are current students who assist their fellow students while serving as a resource, making sure the CSUSJ's housing policies are being followed, reinforcing the University's culture and values, and enhancing the overall on-campus housing experience. The RA's and professional staff complete extensive training in a host of subject matters designed to prepare them for the myriad of issues they may encounter during the course of the semester.

On or before September 23, 2013, CSUSJ, through its professional and student residential housing staff, including but not limited to RLC's, Assistant RLC's and RA's, owed a duty of care to DJ based on the special relationship which was created between each of them and DJ to protect him, and other student residents of the dormitories, against known and foreseeable dangers to his health, safety, and emotional well-being that he might encounter while living in on-campus student housing.

On or before September 23, 2013, DJ was subjected to intentional, malicious, offensive, and racist assaults, batteries, and humiliation by several of his fellow suite-mates in room 704. Among the malicious, offensive, and racist pranks he was subjected to included, but was not limited to:

- (A) DJ was initially called "3/5," and later "Fraction" by several suite-mates. DJ objected to the name because of its historical racial connection to the value of slaves as described at the U.S. Constitutional Convention of 1787.
- (B) Two of DJ's suite-mates forced a bicycle lock around DJ's neck and kept the key from him, causing him physical pain and emotional humiliation. Shortly thereafter, the roommates attempted to force the lock around DJ's neck a second time, but he was able to physically struggle against the roommates preventing them from securing the lock around his neck the second time.

As part of CSUSJ's housing policy, on or about September 23, 2013, DJ and each of his roommates met with RA Charles May and discussed issues affecting their peaceful coexistence in room 704. As part of the Roommate Living Agreement which was signed by DJ, the RA, and each of the other roommates, DJ added the living condition, "No bike lock of shame." By adding this entry in the Roommate License Agreement, CSUSJ knew, or through the exercise of reasonable diligence should have known, that a potentially dangerous and explosive situation was developing inside room 704, necessitating affirmative steps by the trained University personnel to prevent the foreseeable threat to the physical and emotional health, safety, and welfare of each of the residents in room 704, including the Claimant. Despite this clear warning of deeper, more serious issues affecting at least one of the student residents, CSUSJ negligently and carelessly

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failed to exercise reasonable care to investigate the concerns expressed during that meeting, leading to the injuries and damages as described below.

After meeting with the RA on September 23, 2013, several of DJ's roommates continued their campaign to harass, intimidate, and bully him. This conduct began occurring shortly after he had moved into room 704 up until then and included, but was not limited to the following:

- (A) DJ and other residents living on his floor were threatened by two of his roommates, carrying a golf club and a metal closet rod, as they attempted to locate a goldfish that had been removed from their suite. CSUSJ employees were informed of the assault by DJ's offending roommates, but nothing occurred punishing the roommates for their aggressive and assaultive behavior, nor were any other actions taken to protect DJ or to perform CSUSJ's contractual duties.
- (B) The same roommates who threatened other dorm residents with a golf club and metal club then wrote a sign which they posted in the common area of room 704 threatening DJ and others with physical violence. When a CSUSJ employee was informed of the offending threat, nothing was done to admonish the offending students, nor were any other actions taken to protect DJ or to perform CSUSJ's contractual duties..
- (C) The same roommates engaged in the offensive conduct described about hung a Confederate flag outside their dorm window for the entire campus to see. The University's failure to have admonished them for their prior acts of misconduct, emboldened them to continue their racist conduct, all to DJ's emotion damage, injury and harm.
- (D) DJ was barricaded in his room, had personal property of his removed, and was subjected to other more disturbing racial indignities by several of his suite mates after the University failed to adequately respond to the prior acts of racial aggression.

Accordingly, as a legal result of the actions and failures to act by each of the Defendants as described above, DJ sustained serious injuries, damages, and harms to his mind and body, all in an amount to be determined according to proof at trial.

At all relevant times mentioned here, each of the involved individuals described above was an agent and/or employee of CSUSJ, and in doing the things alleged and committing the failures to act as described above, each of the Defendants was working within the course and scope of their employment with the University, and with the knowledge and consent of each of their co-Defendants.

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**D. General Description of the Indebtedness, Obligation, Injury, Damage, or Loss so far as is presently known:**

By reason of and based on the acts and omissions described above, Donald Williams, Jr. will bring causes of action against "the University" and various of its agents and/or employees for: Breach of Contract; Negligence liability pursuant to *California Government Code* §§ 815.2 and/or 815.4; Negligence liability based upon breach of duty arising from a special relationship between the University and DJ; violation of *California Civil Code* § 51, et seq., and § 52, et seq ("Unruh Act"). Without limiting the foregoing, the numerous acts and omissions committed by the University and its agents and/or employees allow for causes of action and claims including:

(A) Breach of Contract with DJ and Breach of Contract(s) of which DJ was a third party beneficiary. The contracts include those to which the University was directly a party and those which the University, by express and/or implicit representations to DJ, agreed to enforce for DJ's benefit. Those contracts include but are not limited to: (1) All agreements and contracts presented to DJ by CSUSJ through its agents and/or employees and signed by DJ, including the Campus Housing License Agreement; (2) The Roommate License Agreement executed by DJ, his suite-mates, and RA Charles May; (3) California State University Executive Order 1073, adopting *California Code of Regulations*, Title 5, Section 41301, et seq.; (4) California State University Executive Order 1074; (5) The University's Student Conduct Code. DJ reasonably relied on the University's promises and representations made in the above agreements, and that CSUSJ would enforce and perform the obligations provided there. The University and its agents and/or employees breached the University's obligations to DJ under and pursuant to these express and implied contracts.

B) Negligence Liability under *Government Code* §§ 815.2 and/or 815.4. The Residential Life Coordinator, Assistant Residential Life Coordinator, and Resident Assistants responsible for overseeing the conduct of residents/students in and around Suite 704, and responsible for enforcing the contracts described above, negligently, careless and recklessly failed to perform their duties and obligations under and pursuant to the terms of those agreements, as described above. Among other things, they: negligently failed to recognize, prevent and/or report conduct which they knew, or should have known, constituted discrimination, harassment, hazing, bullying, retaliation and other conduct directed to and against DJ which threatened his well-being, disgraced and degraded him; negligently failed to recognize, prevent and/or report breaches of the agreements described above of which they knew or through the exercise of reasonable diligence should have known; and negligently failed to enforce the terms and provisions of the agreements described above. At all times relevant to the events described above, the RLC, Assistant RLC, and RA's and other agents and/or employees of CSUSJ, whose names and capacities are not presently known were acting in their capacity as agents and/or employees of the University.

C) Violations of Unruh Act. The University and its agents and/or

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employees failed to provide DJ full and equal housing accommodations, which denied him equality, and subjected him to discrimination, harassment, and bullying based upon his race. The University allowed, and failed to prevent, acts of racial discrimination, harassment, and bullying to be inflicted upon him. The University further failed to adequately respond to acts of racial discrimination and harassment of which it knew and/or should have known.

D) **Negligent Breach of Duty based upon Special Relationship:**  
CSUSJ accepted its role as and acted in a special relationship with respect to DJ and his suite-mates at the time of the events described. As stated above, as a Freshman student at the University who did not otherwise reside locally, DJ was required to live in on-campus University housing provided by the University. Both expressly and by its conduct, including providing housing accommodations to DJ and his suite-mates, and by purporting to impose rules and regulations regarding their behavior and conduct, and by providing a professional and trained staff for the purpose of enforcing those rules and regulations, the University assumed a protective duty to DJ with respect to his residing in required on-campus housing.

E. **The Name(s) of the Public Employee(s) causing the injury, damage or loss:**


University President Mohammad Qayoumi, Resident Assistant Charles May, and other unknown employees of the University.

F. **The Amount Claimed:**

For Donald Williams, Jr., the Claim for Damages is valued at Five Million Dollars (\$5,000,000.00)

DATED: March 14, 2013

DOUGLAS / HICKS LAW



Carl E. Douglas

CED:jb