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10 Attorneys for Plaintiff MARGARETTA BOUTERSE

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **COUNTY OF SAN DIEGO**

13 MARGARETTA BOUTERSE, an individual;	)	Case No.:
14 Plaintiff,	)	<b>COMPLAINT FOR DAMAGES AND</b>
15 v.	)	<b>DEMAND FOR JURY TRIAL</b>
16 ALBERT EINSTEIN ACADEMIES, a	)	<b>1. WHISTLEBLOWER RETALIATION;</b>
17 California nonprofit public benefit corporation;	)	<b>2. WRONGFUL TERMINATION IN</b>
18 and DOES 1 through 20;	)	<b>VIOLATION OF PUBLIC POLICY.</b>
19 Defendants.	)	

20 Plaintiff, MARGARETTA BOUTERSE, on the basis of personal knowledge and/or  
21 information and belief, alleges as follows:

22 **PARTIES**

23 1. Plaintiff MARGARETTA BOUTERSE (“Plaintiff”) is, and at all times mentioned in  
24 this Complaint was, a resident of the County of San Diego, California, and was employed by  
25 Defendant ALBERT EINSTEIN ACADEMIES in San Diego County, California.

26 2. Defendant ALBERT EINSTEIN ACADEMIES (“AEA”) is, and at all times mentioned  
27 in this Complaint was, a California nonprofit public benefit corporation operating a public charter  
28 school, qualified to do business in San Diego County. Defendant’s principal place of business is  
located at 3035 Ash Street, San Diego, California 92102.

1 3. The true names and capacities of DOE Defendants 1 through 20, whether individual,  
2 corporate, governmental, associate, or otherwise, are unknown to Plaintiff, who therefore sues them by  
3 such fictitious names pursuant to Code of Civil Procedure § 474. Plaintiff will amend this complaint to  
4 allege their true names and capacities when ascertained.

5 4. Plaintiff is informed and believes and thereon alleges that each of the DOE Defendants  
6 is responsible in some manner, either by act or omission, strict liability, fraud, negligence, or  
7 otherwise, for the occurrences alleged herein, and that Plaintiff's harm was legally caused by the  
8 conduct of the DOE Defendants.

9 5. Plaintiff is informed and believes and thereon alleges that at all relevant times, the  
10 individual employees, officers, and agents of Defendant who committed the acts alleged herein were  
11 acting within the course and scope of their employment or agency with Defendant, and with the  
12 knowledge, consent, or ratification of Defendant.

### 13 JURISDICTION AND VENUE

14 6. This Court is the proper court because Defendant resides and does business in San  
15 Diego County and because the conduct alleged, and the injuries suffered, all occurred in San Diego  
16 County.

17 7. Prior to filing this action, Plaintiff filed a Uniform Complaint Procedure Form with  
18 AEA on March 19, 2026, and served a written Notice of Claim on March 20, 2026. True and correct  
19 copies are attached hereto as "**Exhibit A.**"

### 20 FACTUAL ALLEGATIONS

#### 21 **A. Plaintiff's Exemplary Twenty-Two-Year Career with AEA.**

22 8. Plaintiff commenced her employment with AEA on or about November 12, 2003. Over  
23 her twenty-two years of employment, Plaintiff held various roles including classroom teacher,  
24 International Baccalaureate ("IB") Primary Years Program Coordinator, Assistant Principal, and, most  
25 recently, Principal of AEA's elementary school for approximately twelve years.

26 9. Throughout her tenure, Plaintiff consistently received "met expectations" and "exceeds  
27 expectations" ratings on her performance evaluations. Plaintiff was highly regarded by students,  
28 families, staff, and the broader AEA community. Her contributions were so valued that AEA named its

1 annual teacher recognition award in her honor, the Greta Bouterse Leadership Award, presented each  
2 year to the teacher who paves the way to program innovation and implementation.

3 **B. AEA’s Superintendent Pressures Plaintiff to Suppress Staff Unionization Efforts.**

4 10. In or around June 2024, staff at AEA’s elementary school initiated efforts to unionize,  
5 forming the Einstein Educators Alliance (“EEC”). At the time of the events described herein, the EEC  
6 was still in the process of organizing and seeking formal recognition as a bargaining unit. The effort  
7 was driven largely by widespread dissatisfaction with Superintendent David Sciarretta’s (“Sciarretta”)  
8 job performance and concerns about his leadership. Teachers told Plaintiff directly that the effort was  
9 not about her, but about their fear that if Plaintiff and her Assistant Principal were no longer at AEA,  
10 they would be left without any voice.

11 11. The unionization effort remained ongoing into 2025. Both staff and parents continued  
12 to voice concerns about Sciarretta’s conduct, including at Board of Trustees meetings. As the effort  
13 gained momentum, Sciarretta began pressuring Plaintiff to engage in unlawful de-unionization  
14 activities. He repeatedly asked Plaintiff to “talk to [her] people” and identify which teachers could be  
15 “swayed” to oppose the union. Plaintiff did not engage in any such activities, based on her reasonable  
16 belief that interfering with employees’ right to unionize was unlawful.

17 12. Sciarretta informed Plaintiff that middle school teachers were working toward  
18 decertifying the union and asked, on at least three occasions, whether there were specific elementary  
19 school teachers who could coordinate with the middle school to support decertification. He named  
20 specific teachers as possible contacts and suggested that the Kindergarten Team might be willing to  
21 join the Middle School in the decertification effort. Plaintiff did not approach any of these teachers, did  
22 not ask about their positions, and did not attempt to influence them in any way regarding  
23 decertification.

24 13. On or about February 10, 2025, Sciarretta conducted a leadership meeting during which  
25 he indicated that a personnel review of leadership staff would be conducted in the coming months. No  
26 concerns regarding Plaintiff’s administrative credentials or job performance were raised at that time,  
27 and Plaintiff received no follow-up communication from HR regarding any deficiencies in her  
28 personnel file.

1 14. On or about April 30, 2025, Sciarretta admitted that he spoke with at least one AEA  
2 teacher about union matters and the possibility of decertifying the EEC.

3 15. On or about May 8, 2025, Sciarretta described the period as an “existential time” for  
4 AEA and stated that he wanted to see staff members other than elementary school teachers step up and  
5 speak out against the union effort. Sciarretta also referenced his sources of information as his “quiet  
6 birdies,” who he stated would be telling members that they would not be getting raises because of the  
7 EEC.

8 16. On or about June 25, 2025, Sciarretta discussed how the AEA Board of Trustees quietly  
9 punished the EEC by not passing a cost-of-living adjustment (“COLA”) raise for the certificated staff.

10 17. In the fall of 2025, Sciarretta shared with Plaintiff a draft letter that he said middle  
11 school teachers planned to submit in an effort to decertify the union. He again pressed Plaintiff to  
12 identify elementary school teachers who could assist. Plaintiff told him she did not know of any  
13 elementary school teachers who could help.

14 18. In September and October 2025, Sciarretta’s demands escalated. He continued  
15 pressuring Plaintiff, asking “Who can we talk to?” and demanding to know how to “get them to not do  
16 this.” EEC members appeared at Board meetings to voice concerns about Sciarretta’s leadership, both  
17 during public comment and as an agenda item. The speakers were entirely elementary school  
18 teachers.

19 19. Sciarretta repeatedly pressured leadership team members to write letters publicly  
20 supporting him and publicly praised those who complied as “brave.” Plaintiff did not comply.

21 **C. AEA Retaliates Against Plaintiff and Terminates Her Employment.**

22 20. Throughout the 2024-2025 school year, Plaintiff led a team in AEA’s German dual-  
23 immersion program, transitioning it to a German-as-a-second-language model after years of staffing  
24 challenges made full immersion no longer viable. The process drew significant parent opposition at  
25 Board meetings. Parents directed their criticism not at Plaintiff, but at Sciarretta, stating openly that he  
26 was rarely visible on campus and appeared disconnected from the school community.

27 21. On October 14, 2025, members of the EEC and parents of students once again spoke  
28 negatively about Sciarretta at a Board meeting.

1           22.     The next day, on October 15, 2025, Sciarretta convened a leadership meeting attended  
2 by Plaintiff, the Middle School Principal, the Elementary Assistant Principal, the HR Director, the IB  
3 Coordinator, the Operations Director, and others. Near the end of the meeting, Sciarretta abruptly stood  
4 up. His demeanor was hostile and agitated. He announced that he made an appointment with CalSTRS  
5 to discuss his retirement. He said he was tired of “getting his ass handed to him” at Board meetings. He  
6 warned that if he continued to be criticized, he would resign, and that if he resigned, others should not  
7 assume they would be safe from losing their jobs.

8           23.     Sciarretta then singled out a staff member that spoke against him during the October 14  
9 Board meeting by name, asking “Who does she think she is?” He told the group they “better talk to  
10 [their] people.” He then forcefully banged his fist on the table directly in front of the Elementary  
11 Assistant Principal, yelling that the problem was “ALL Elementary School.” After the meeting,  
12 multiple attendees expressed shock and agreed that Sciarretta’s statements felt threatening and were  
13 directed at their continued employment.

14           24.     On or about October 21, 2025, AEA’s Human Resources (“HR”) called Plaintiff to ask  
15 whether she held an administrative credential. The question had never been raised in twelve years of  
16 service as Principal. California charter schools are not required to employ credentialed administrators.  
17 Plaintiff told the HR Director that she had completed an administrative credential program in 2008 but  
18 had never been asked to obtain the formal credential. She noted that neither she nor the Middle School  
19 Principal held one when hired, and that across twelve years and four HR coordinators, no one had ever  
20 required her to maintain one. Her only standing obligation had been to keep her teaching credential  
21 current, which she did. Plaintiff understood the call as an attempt to manufacture a basis to terminate  
22 her.

23           25.     On or about October 23, 2025, Plaintiff met with Sciarretta regarding the credential  
24 matter. Sciarretta stated he wanted Plaintiff removed from her position, that placing her on  
25 administrative leave was “not a good option,” and that he wanted her to resign by Thanksgiving, with  
26 her last working day at the start of winter break. He then attempted to intimidate Plaintiff into  
27 compliance, warning her that a journalist at the Voice of San Diego would “skewer” her if the  
28 credential matter became public and that parents would come after her regarding her salary. He also

1 conditioned her departure on her speaking at a San Diego Unified School District Board meeting in  
2 December 2025 in support of changing AEA’s charter. Plaintiff refused to resign.

3 26. On October 28, 2025, Plaintiff wrote directly to the Board of Trustees in an effort to  
4 address the credential matter before the upcoming closed session meeting. In her letter, Plaintiff  
5 explained that the credential issue had never been a secret, that her predecessors at AEA had also been  
6 hired without administrative credentials, and that no HR coordinator had ever required her to obtain  
7 one. She described completing an administrative credential program at SDSU in 2008 and detailed her  
8 twenty-two years of dedicated service to the AEA community. Plaintiff received no response to her  
9 letter.

10 27. On October 29, 2025, the Board held a closed session meeting to discuss the credential  
11 matter. After the meeting, the Board President stated publicly that there was nothing to report.

12 28. On November 3, 2025, Sciarretta informed Plaintiff that the Board had determined the  
13 decision regarding her continued employment was left entirely to his discretion as Superintendent. He  
14 again stated he wanted Plaintiff to resign by Thanksgiving, that her final working day would be  
15 December 19, 2025, and that no severance would be provided. He further stated that one or more  
16 Board members had suggested that Plaintiff repay her salary from the past 12 years.

17 29. On November 4, 2025, Sciarretta attended a closed session meeting with the Friends of  
18 AEA Board. At the start of the meeting, he told those present that they were not permitted to take notes  
19 or record the discussion. He then blamed Plaintiff for the German program changes, framing the  
20 situation as her failure, directly contradicting his April 30, 2025, written evaluation of Plaintiff, which  
21 listed “achieving staff consensus on changes to the German program” as a notable success of her  
22 leadership.

23 30. On or about November 14, 2025, Plaintiff requested a meeting with Sciarretta and HR.  
24 During the meeting, Plaintiff asked Sciarretta whether termination was still necessary and whether he  
25 had a plan. He expressed concern about what the Board would think and stated that he would “figure it  
26 out.”

1 31. On November 15, 2025, Sciarretta emailed Plaintiff after hours that if she did not  
2 submit her resignation by 5:00 p.m. on November 20, he would “be forced to terminate [her]  
3 employment as planned.” Plaintiff did not resign.

4 32. On November 21, 2025, Plaintiff was terminated. AEA’s HR Director delivered  
5 Plaintiff’s final paycheck to her home on November 24, 2025. Plaintiff’s work email was shut off that  
6 evening.

7 **D. Plaintiff Discovers Her Personnel File Is Missing Years of Performance Evaluations.**

8 33. Throughout her twelve years as Principal, Plaintiff received only positive performance  
9 evaluations. Sciarretta’s own written evaluations of Plaintiff were glowing, describing her as “reliable,  
10 consistent and predictable,” “calm, detail-oriented and child-centered,” and praising her “data-driven  
11 decision making” as outstanding. Her most recent annual evaluation, conducted by Sciarretta on April  
12 30, 2025, was positive, including praising Plaintiff for achieving staff consensus on the German  
13 program and maintaining professionalism throughout a year of significant organizational change. The  
14 evaluation contained no criticism of Plaintiff’s performance, no mention of any credential deficiency,  
15 and no indication that her continued employment was in jeopardy.

16 34. On November 24, 2025, Plaintiff requested her personnel file from AEA. AEA  
17 purported to send it on November 26, 2025, but Plaintiff never received it. She re-requested the file on  
18 January 6, 2026, and it was provided that day.

19 35. Upon review, the file contained only two performance evaluations: one from 2003-2004  
20 and one from 2018. Plaintiff had access to numerous other evaluations through a separate source, none  
21 of which appeared in the HR file. Most notably absent was Plaintiff’s 2022 “360 Evaluation Report,” a  
22 comprehensive evaluation based on surveys of AEA’s Leadership Team, teachers, and staff, in which  
23 Plaintiff scored highest of all Leadership Team members.

24 36. On February 10, 2026, Plaintiff asked AEA’s HR Director for full access to her  
25 evaluations. The HR Director acknowledged she could not confirm how evaluations had been  
26 organized and stated she would follow up within a few days. AEA never provided a substantive  
27 response.

28 ///

1 **FIRST CAUSE OF ACTION**

2 **Whistleblower Retaliation**

3 **(In Violation of Labor Code § 1102.5)**

4 **Against Defendant and DOES 1 to 20, Inclusive**

5 37. Plaintiff realleges and incorporates by reference each and every allegation in the  
6 preceding paragraphs as if they were fully set forth herein.

7 38. At all relevant times, Labor Code § 1102.5 was in effect and was binding on Defendant.

8 39. Labor Code § 1102.5 prohibits an employer from retaliating against any employee for  
9 “disclosing information to a government or law enforcement agency, to a person with authority over  
10 the employee, or to another employee who has authority to investigate, discover, or correct the  
11 violation or noncompliance, or from providing information to, or testifying before, any public body  
12 conducting the investigation, hearing, or inquiry, if the employee has reasonable cause to believe that  
13 the information discloses a violation of state or federal statute, or a violation of or noncompliance with  
14 a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of  
15 the employee’s job duties.” The statute also further prohibits Defendant from retaliating against any  
16 employee, including Plaintiff, where the employee refused to participate in activity that would result in  
17 a violation of the law.

18 40. California Government Code § 3550 prohibits a public employer from deterring or  
19 discouraging public employees from becoming or remaining members of an employee organization, or  
20 from authorizing representation by an employee organization, or from authorizing dues or fee  
21 deductions to an employee organization. AEA, as a public employer within the meaning of  
22 Government Code § 3540.1(k), violated this provision by directing Plaintiff to identify and discourage  
23 pro-union employees, and by terminating her after she refused to do so.

24 41. California Government Code § 3543.5(a) further makes it unlawful for a public school  
25 employer to impose reprisals on employees, or to interfere with, restrain, or coerce employees because  
26 of their exercise of rights guaranteed under the Educational Employment Relations Act. AEA violated  
27 this provision by terminating Plaintiff in retaliation for her refusal to interfere with employees’  
28 protected right to organize and her refusal to assist management in suppressing union activity.

1 42. Plaintiff engaged in protected activity within the meaning of Labor Code § 1102.5 by  
2 refusing to participate in what she reasonably believed were unlawful de-unionization activities  
3 directed by Sciarretta, including identifying pro-union staff members, discouraging employees from  
4 exercising their right to organize, and assisting management's interference with the protected  
5 concerted activities of AEA employees.

6 43. Plaintiff's refusal was a substantial motivating reason for AEA's decision to terminate  
7 her employment. The close temporal proximity between Plaintiff's protected activity and AEA's  
8 adverse action demonstrates retaliatory causation.

9 44. AEA's stated basis for termination was pretextual. California charter schools are not  
10 legally required to employ credentialed administrators. For twelve years, AEA never required Plaintiff  
11 to obtain or maintain an administrative credential.

12 45. As a proximate result of Defendant's conduct, Plaintiff suffered and will continue to  
13 suffer damages in terms of lost wages, lost benefits, and other pecuniary loss according to proof.  
14 Plaintiff also suffered and will continue to suffer physical and emotional injuries, including  
15 nervousness, humiliation, depression, anguish, embarrassment, and anxiety. The amount of Plaintiff's  
16 damages will be ascertained at the time of trial.

17 46. Defendant's conduct was intentional in a despicable and oppressive manner, entitling  
18 Plaintiff to punitive damages.

19 47. Plaintiff incurred and continues to incur legal expenses and attorneys' fees. Pursuant to  
20 Labor Code § 1102.5(j), Plaintiff is entitled to recover reasonable attorneys' fees and costs in an  
21 amount according to proof.

22 **SECOND CAUSE OF ACTION**

23 **Wrongful Termination in Violation of Public Policy**

24 ***(Tameny v. Atlantic Richfield Co. (1980) 27 Cal.3d 167)***

25 **Against Defendant and DOES 1 to 20, Inclusive**

26 48. Plaintiff realleges and incorporates by reference each and every allegation in the  
27 preceding paragraphs as if they were fully set forth herein.

1           49. Defendant terminated Plaintiff's employment in violation of various fundamental public  
2 policies underlying California law. Plaintiff's employment was terminated in substantial part because  
3 of her protected activities, including her repeated refusal to participate in unlawful de-unionization  
4 activities directed by Sciarretta and her refusal to identify or discourage employees engaged in  
5 protected union activity.

6           50. California Government Code § 3550 prohibits a public employer from deterring or  
7 discouraging public employees from becoming or remaining members of an employee organization, or  
8 from authorizing representation by an employee organization, or from authorizing dues or fee  
9 deductions to an employee organization. AEA violated this provision by directing Plaintiff to identify  
10 and discourage pro-union employees, and by terminating her after she refused to do so.

11           51. California Government Code § 3543.5(a) further makes it unlawful for a public school  
12 employer to impose reprisals on employees, or to interfere with, restrain, or coerce employees because  
13 of their exercise of rights guaranteed under the Educational Employment Relations Act. AEA violated  
14 this provision by terminating Plaintiff in retaliation for her refusal to interfere with employees'  
15 protected right to organize and her refusal to assist management in suppressing union activity.

16           52. "[T]ermination of an employee most clearly violates public policy when it contravenes  
17 the provision of a statute forbidding termination for a specified reason . . . ." (*Diego v. Pilgrim United*  
18 *Church of Christ* (2014) 231 Cal.App.4th 913, 926.) Here, Defendant wrongfully terminated Plaintiff  
19 after she engaged in protected activities as described herein, including refusing to interfere with  
20 employees' right to organize, and refusing to assist management in suppressing protected union  
21 activity.

22           53. As a proximate result of Defendant's conduct, Plaintiff suffered and will continue to  
23 suffer damages in terms of lost wages, lost benefits, and other pecuniary loss according to proof.  
24 Plaintiff also suffered and will continue to suffer physical and emotional injuries, including  
25 nervousness, humiliation, depression, anguish, embarrassment, and anxiety. The amount of Plaintiff's  
26 damages will be ascertained at the time of trial.

27           54. Defendant's conduct was intentional in a despicable and oppressive manner, entitling  
28 Plaintiff to punitive damages.

**PRAYER**

1  
2           WHEREFORE, Plaintiff, MARGARETTA BOUTERSE, prays for judgment against  
3 Defendants as follows:

- 4           1. For compensatory damages, including but not limited to loss of wages and benefits (past and  
5 future), damages to offset the tax consequences of a lump sum award for lost wages and benefits, and  
6 emotional distress damages (past and future) according to proof at trial;
- 7           2. For pre-judgment and post-judgment interest to the extent allowable by law;
- 8           3. For attorneys' fees and costs pursuant to Labor Code § 1102.5(j) and any  
9 other applicable statute;
- 10          4. For punitive and exemplary damages pursuant to Civil Code § 3294;
- 11          5. For costs of suit incurred; and
- 12          6. For such other and further relief as the Court may deem just and proper;

13          ADDITIONALLY, Plaintiff, MARGARETTA BOUTERSE, demands trial of this matter by  
14 jury. The amount demanded exceeds \$35,000.00 (Government Code § 72055).

15  
16 DATED: June 9, 2026

**GOMEZ TRIAL ATTORNEYS**



\_\_\_\_\_  
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