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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
15 **COUNTY OF LOS ANGELES (UNLIMITED)**

16 OMAR NOORZAI, an individual,

17 Plaintiff,

18 v.

19 THE REGENTS OF THE UNIVERSITY OF  
20 CALIFORNIA, a Public Entity; DELOITTE  
21 CONSULTING LLP, a limited liability  
22 partnership; ROY MATHEW, an individual;  
23 LUCY AVETISYAN, an individual;  
24 MICHAEL BECK, an individual; and DOES  
25 1 through 50, inclusive,

26 Defendants.

Case No. **23STCV04913**

**COMPLAINT FOR:**

- 27 **(1) VIOLATION OF CALIFORNIA  
WHISTLEBLOWER PROTECTION  
ACT (Gov. Code § 8547 et seq.);**
- 28 **(2) RETALIATION IN VIOLATION OF  
LABOR CODE § 1102.5**

**JURY TRIAL DEMANDED**

29 Plaintiff OMAR NOORZAI alleges against THE REGENTS OF THE UNIVERSITY  
30 OF CALIFORNIA, DELOITTE CONSULTING LLP, ROY MATHEW, LUCY AVETISYAN,  
31 MICHAEL BECK, AND DOES 1 THROUGH 50 (collectively "DEFENDANTS"), as follows:

PHILLIPS, ERLEWINE, GIVEN & CARLIN LLP  
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San Francisco, CA 94129  
Telephone: (415) 398-0900

**INTRODUCTION**

1  
2 1. As alleged below, in or about mid-2020, Defendants The Regents of the  
3 University of California, Deloitte Consulting LLP, the national head of Deloitte’s Higher  
4 Education Consulting Practice (Roy Mathew), and certain top officials at the University of  
5 California, Los Angeles (“UCLA”) (Administrative Vice Chancellor Michael Beck and  
6 Associate Vice Chancellor/Chief Information Officer Lucy Avetisyan) commenced a scheme to  
7 funnel millions—and potentially tens of millions—of dollars of consulting work at UCLA to  
8 Deloitte in violation of California’s conflict of interest and competitive bidding laws and  
9 University Policy. When Plaintiff Omar Noorzai, then head of UCLA’s Business  
10 Transformation Office, reported and objected to this illegality, waste, and gross misconduct,  
11 Defendants retaliated and conspired with and aided and abetted each other to retaliate against  
12 Plaintiff for his whistleblowing activities. As a result, and also in furtherance of this scheme,  
13 Plaintiff was demoted and ultimately fired in September 2021.

**THE PARTIES**

14  
15 2. Plaintiff Omar Noorzai (“Plaintiff”) is and at all times relevant was a resident of  
16 Ventura County. Between 2017 and his termination in 2021, Plaintiff was employed as  
17 Executive Director of the Business Transformation Office at UCLA.

18 3. Defendant The Regents of the University of California (the “Regents”) is and at  
19 all times relevant was a California Public Entity and the governing body responsible for leading  
20 public research universities in the State of California, including UCLA. On information and  
21 belief, the Regents own, operate, maintain, manage and/or control UCLA. (The Regents, UCLA,  
22 and Does 1-5 are hereafter individually and collectively referred to as “UCLA.”)

23 4. On information and belief, Defendant Deloitte Consulting LLP is a limited  
24 liability partnership organized and existing under the laws of the State of Delaware. (Deloitte  
25 Consulting LLP and Does 21-25 are hereafter individually and collectively referred to as  
26 “Deloitte.”) Deloitte, headquartered in New York City, is one of the world’s largest consulting  
27 services providers.  
28

1           5.       Defendant Roy Mathew (“Mathew”) is, on information and belief, a resident of  
2 Santa Clara County, California. On information and belief, Mathew is and at all times relevant  
3 was a partner, employee, and/or agent of Deloitte and National Practice Leader for Deloitte’s  
4 Higher Education Consulting Practice.

5           6.       Defendant Lucy Avetisyan (“Avetisyan”) is, on information and belief, a resident  
6 of Los Angeles County. On information and belief, Avetisyan is and at all times relevant was an  
7 officer, employee, and/or agent of UCLA, to wit, its Chief Information Officer (“CIO”) and an  
8 Associate Vice Chancellor.

9           7.       Defendant Michael Beck (“Beck”) is, on information and belief, a resident of Los  
10 Angeles County. On information and belief, Beck is and at all times relevant was an officer,  
11 employee, and/or agent of UCLA, to wit, its Administrative Vice Chancellor.

12           8.       The true names or capacities, whether individual, corporate, associate or  
13 otherwise of Defendants Does 1 and 50, inclusive, being unknown to Plaintiff prior to filing of  
14 this action, Plaintiff asserts his claims against these Defendants under fictitious names pursuant  
15 to California Code of Civil Procedure § 474. As used herein and unless otherwise specified:  
16 “UCLA Defendants” means UCLA, Avetisyan, Beck, and Does 1-20, individually and  
17 collectively, and each of them; “Deloitte Defendants” means Deloitte, Mathew, and Does 21-40,  
18 individually and collectively, and each of them.

19           9.       Plaintiff is informed and believes that each Defendant named in this Complaint,  
20 and each Doe Defendant, individually and/or collectively, is in some manner responsible for the  
21 wrongs and damages alleged below, individually and/or, except as specified otherwise herein, as  
22 an employer and/or as the agent, servant, partner, joint venturer, alter ego and/or employee of,  
23 and/or co-conspirator and/or aider and abettor with, the other Defendants, and each of them, and  
24 in doing the actions described below, was acting within the course and scope of his/her/its  
25 authority in such capacity, with the permission and consent of the other Defendants, and each of  
26 them. All acts herein alleged were approved of and ratified by the other Defendants, and each of  
27 them.  
28

1           10.     On information and belief, Defendants, and each of them, formed and operated a  
2 conspiracy to retaliate against Plaintiff in violation of two whistleblower statutes: Cal. Gov.  
3 Code § 8547 *et seq.* and Cal. Lab. Code § 1102.5. Defendants, and each of them, engaged in  
4 wrongful acts pursuant to such conspiracy, namely, demoting and/or discharging Plaintiff,  
5 issuing false recommendations against Plaintiff, and taking other adverse employment actions  
6 against Plaintiff in retaliation for his protected disclosures and refusals to participate in unlawful  
7 conduct, resulting in damages to Plaintiff.

8           11.     On information and belief, and alternatively, Deloitte Defendants aided and  
9 abetted UCLA Defendants in their violation of the foregoing whistleblower statutes. On  
10 information and belief, Deloitte Defendants knew UCLA Defendants were engaging in or  
11 planned to engage in conduct, namely, retaliating against Plaintiff for reporting and objecting to  
12 illegality, waste, and gross misconduct and/or for blowing the whistle on such conduct. Deloitte  
13 Defendants knew that UCLA Defendants’ retaliatory conduct constituted a breach of duty to  
14 Plaintiff, and they gave substantial assistance or encouragement to UCLA Defendants to so act.  
15 Deloitte Defendants’ own conduct, separately considered, also constituted a breach of duty to  
16 Plaintiff. Deloitte Defendants’ conduct was a substantial factor in causing harm to Plaintiff.

17           12.     On information and belief, and alternatively, UCLA Defendants aided and  
18 abetted Deloitte Defendants in their violation of the foregoing whistleblower statutes. On  
19 information and belief, UCLA Defendants knew Deloitte Defendants were engaging in or  
20 planned to engage in conduct, namely, retaliating against Plaintiff for reporting and objecting to  
21 illegality, waste, and gross misconduct and/or for blowing the whistle on such conduct. UCLA  
22 Defendants knew that Deloitte Defendants’ retaliatory conduct constituted a breach of duty to  
23 Plaintiff, and they gave substantial assistance or encouragement to Deloitte Defendants to so act.  
24 UCLA Defendants’ own conduct, separately considered, also constituted a breach of duty to  
25 Plaintiff. UCLA Defendants’ conduct was a substantial factor in causing harm to Plaintiff.

26           13.     Pursuant to Cal. Gov. Code § 8547 *et seq.*, Plaintiff filed a UCLA Whistleblower  
27 Retaliation Complaint against UCLA Defendants in or about July 2021, an amended  
28 Whistleblower Retaliation Complaint against UCLA Defendants in or about September 2021, a

1 further Amended Whistleblower Retaliation Complaint against UCLA Defendants and Deloitte  
2 Defendants in or about October 2021 (attached hereto as Exhibit 1), and an appeal of specified  
3 denials of his further Amended Whistleblower Complaint on or about April 26, 2022. UCLA  
4 dismissed Deloitte and Mathew on or about March 28, 2022 and rendered a final decision on  
5 Plaintiff’s further Amended Whistleblower Complaint against UCLA Defendants on or about  
6 November 23, 2022. UCLA’s final decision found that Plaintiff made protected disclosures and  
7 was subjected to adverse personnel actions, but improperly found that retaliation was not a  
8 contributing factor in the adverse personnel actions. As a result, Plaintiff has exhausted all  
9 administrative and internal processes.

10 **FACTUAL ALLEGATIONS**

11 **A. Plaintiff’s Hiring**

12 14. In or about mid-2017, Plaintiff was hired by UCLA as Executive Director of its  
13 Business Transformation Office (“BTO”), an independent department mandated to implement  
14 enterprise-level initiatives across the campus. As a principal part of its mission, BTO was  
15 purposed to employ cost-effective in-house resources, as opposed to using more expensive  
16 outside consultants. BTO was funded by UCLA Leadership for \$150 Million to implement three  
17 enterprise-level projects. Under Plaintiff’s leadership, BTO was successful and Plaintiff received  
18 excellent performance reviews.

19 **B. Competitive Bidding Laws and Policies Governing UC Consulting Contracts**

20 15. To shepherd and protect taxpayer dollars, California enacted the University of  
21 California Competitive Bidding Statute. (Public Contract Code § 10500 *et seq.*, hereafter  
22 “Competitive Bidding Law.”) Section 10515 of the Competitive Bidding Law prohibits conflicts  
23 of interest in the award of consulting services contracts with the University of California:

24 No person, firm, or subsidiary thereof who has been awarded a  
25 consulting services contract may submit a bid for, nor be awarded  
26 a contract on or after July 1, 2003, for the provision of services,  
27 procurement of goods or supplies, or any other related action that  
28 is required, suggested, or otherwise deemed appropriate in the end  
product of the consulting services contract.

1 (“UC Conflict Law”.) The purpose of the UC Conflict Law is to bar the same vendor from both  
2 providing consulting services to assess a project (Phase 1) and then providing the  
3 implementation services it has recommended (Phase 2).

4 16. Section 10507.7 of the Competitive Bidding Law further provides that “Contracts  
5 [with UC] for services to be performed, other than personal or professional services, involving  
6 an expenditure of one hundred thousand dollars (\$100,000) or more annually shall be made or  
7 entered into with the lowest responsible bidder meeting specifications, or else all bids shall be  
8 rejected.”

9 17. Section 10508 of the Competitive Bidding Law further restricts efforts to skirt its  
10 requirements. That is, competition between vendors must be sought, and conflicts between  
11 assessment and implementation contracts avoided, unless the “product or proprietary service is  
12 the only one which will properly meet the needs of the University of California because the item  
13 or service is unique, available only from a sole source,” and “the proposed price therefor is  
14 reasonable.” “Even in cases where the goods and/or services are exempt from the requirement to  
15 competitively bid,” however, UC nevertheless “strongly encourage[s]” departments “to seek  
16 competition.”

17 18. UCLA has incorporated the Competitive Bidding Law requirements in its  
18 procurement policy titled “BFB-Bus-43 Purchases or Goods and Services” (the “Policy”).

19 19. In addition to incorporating the Competitive Bidding Law requirements, the  
20 Policy generally provides:

21 a. “It is the practice of the University of California to meet its need for  
22 common goods, materials, and services at the lowest overall total cost or best value, as  
23 applicable, while affording the maximum opportunity practicable to those who wish to become  
24 suppliers to the University.” (Policy, §III, Part 1, A1.)

25 b. “It is the policy of the University to keep separate an employee’s  
26 University and private interests, and to safeguard the University of California and its employees  
27 from charges of favoritism in the acquisition of goods and services.” (Policy, §III, Part 5, B1.)  
28

1 c. When UC solicits a Request for Proposals (“RFPs”) (sometimes called a  
2 Request for Quotes (“RFQs”)), its project “requirements shall not be artificially divided into  
3 separate transactions to avoid competition.” (Policy, §III, Part 1, C4a.) Rather, in accordance  
4 with the Competitive Bidding Law, “competition must be sought” and contracts must be  
5 awarded to the “lowest responsible bidder.” “These should contain descriptions which are  
6 adequate to obtain competition, will insure [sic] responsive quotations, will provide the same  
7 information to all competing suppliers and, to the fullest extent practicable, do not favor one  
8 brand, trade name, article, manufacturer, or supplier over others.” (Policy, §III, Part 1, C2a.)

9 d. When a vendor submits a bid in response to an RFP, “the University may  
10 not allow a bidder to correct an error, take an exception to a specification, or waive an  
11 irregularity if it gives that bidder a material advantage over other bidders.” (Policy, §III, Part 1,  
12 C5c.)

13 e. “After the execution of Purchase Agreements, required changes in  
14 quantities, specifications, or other terms should be negotiated in such manner as to ensure that  
15 the principle of competition is not violated and that any adjustments are equitable.” (Policy, §III,  
16 Part 1, C8a.)

17 **C. Defendants’ Scheme for UCLA to Funnel Work to Deloitte**

18 20. In or about Spring 2020, UCLA hired Defendant Avetisyan as Associate Vice  
19 Chancellor and Chief Information Officer (“CIO”) in charge of UCLA’s Information  
20 Technology Services department (“ITS”). BTO and ITS were at the same level on the UCLA  
21 organizational chart (two levels below the Chancellor). As the respective heads of each  
22 department, Plaintiff and Avetisyan both reported to Defendant Vice Chancellor Beck.

23 21. On information and belief, Avetisyan had last been employed as Deputy CIO at  
24 the University of Southern California (“USC”). On information and belief, while at USC,  
25 Avetisyan extensively utilized Deloitte’s services for assessing and/or implementing IT  
26 projects, maintaining a close working relationship with Defendants Deloitte and Mathew. As a  
27 private institution, USC is not subject to the Competitive Bidding Law.  
28

1           22.     On information and belief, in or around the time of Avetisyan’s hiring at UCLA,  
2 Deloitte Defendants and UCLA Defendants, and Does 1-50, and each of them, concocted a  
3 scheme to have UCLA unlawfully and improperly award consulting services contracts and work  
4 to Deloitte generating millions of dollars—and potentially tens of millions of dollars—in illegal  
5 consulting fees to Deloitte. On information and belief, these contracts and work ultimately  
6 included at least the following five projects (the “Projects”):

- 7           •     **(1) IT Assessment (Phase 1)/Digital Campus (Phase 2)** - a massive campus-  
8 wide project involving IT operating model and capabilities assessment services  
9 and focusing on the technology needs of numerous departments, with work  
10 estimated in the range of \$100 Million;
- 11           •     **(2) Cyber Risk Assessment Support** - involving specified workstreams of cyber  
12 security assessment services;
- 13           •     **(3) Learning Management System (“LMS”)** - a campus-wide project to  
14 transform the learning experience for students and faculty and to support  
15 increased demand for innovative remote learning solutions, with work estimated  
16 in the range of \$25 Million;
- 17           •     **(4) Ascend** - implementing Oracle Financial SAAS solution, with work  
18 estimated in the range of \$100 Million; and
- 19           •     **(5) FACET** - implementing Oracle Vocado solution for student financials, with  
20 work estimated in the range of \$25 Million.

21           23.     The ITS department oversaw Projects (1) and (2), while BTO oversaw Projects  
22 (3) through (5).

23           24.     On information and belief, Defendants’ scheme was designed to avoid  
24 competitive bidding in favor of funneling work to Deloitte, using the following artifices, among  
25 others, in violation of the Competitive Bidding Law and the Policy:

26           a.       Issuance of Statements of Work (“SOWs”) awarding Deloitte Phase 1  
27 and Phase 2 work on the same projects (e.g., IT Assessment/Digital Campus, Cyber Risk  
28 Assessment Support and LMS). On information and belief, Mathew negotiated these SOWs,



1 which provided that he would lead the Deloitte team and be responsible for its overall  
2 management. On information and belief, Mathew, rather than UCLA personnel, prepared, or  
3 was substantially involved in preparing, one or more of these SOWs, to the advantage of  
4 Deloitte;

5           b.       Awarding Deloitte consulting services without competitive bidding (e.g.,  
6 IT Assessment, Digital Campus, Cyber Risk Assessment, LMS Phase 1, LMS Phase 2, and  
7 Ascend (Phase 2);

8           c.       Bait and switch tactics whereby (1) Defendants inserted in the Phase 1  
9 SOW a \$1 placeholder for Phase 2 (e.g., IT Assessment and LMS Phase 1 (initial proposed  
10 SOW), designed to guarantee that Deloitte would receive the Phase 2 work, whereupon Deloitte  
11 could use change orders to drastically increase the price of the Phase 2 work, and (2) Deloitte  
12 falsely claimed in a response to a RFP for LMS Phase 1 that Deloitte met all of the  
13 specifications and experience requirements for the work, and when confronted with its lack of  
14 experience, falsely claimed that it was partnering with an experienced vendor;

15           d.       Corrupt and improper use of UCLA sole sourcing procedures, by falsely  
16 claiming that Deloitte’s consulting services were “unique” and awarding the work to Deloitte  
17 (e.g., LMS Phase 1), when in fact other consultants were qualified to perform the services;

18           e.       Corrupt and improper use of RFP or RFQ processes (e.g., by accepting  
19 Deloitte’s bid for LMS Phase 1 for \$6.7 Million, when another qualified bidder, Ernst & Young,  
20 submitted a significantly lower bid in the amount of \$5.1 Million for such work);

21           f.       Falsely stating in SOWs awarded to Deloitte (e.g., IT Assessment and  
22 LMS) that none of the Phase 1 work would constitute a conflict of interest precluding Deloitte  
23 from pursuing future work with UCLA;

24           g.       Performing consulting services before a SOW had been executed (e.g.,  
25 LMS Phases 1 and 2); and

26           h.       Improper advocacy and favoritism by Avetisyan, Beck, and Does 1-50  
27 for use of a particular vendor (Deloitte) for the projects.  
28

1           25.     The consulting services awarded to Deloitte were either unnecessary and/or  
2 wasteful because almost all of these services could—and should—have been handled, if at all,  
3 by UCLA’s in-house personnel at great taxpayer savings rather than at Deloitte’s substantially  
4 higher costs, or at the very least, at the lower costs of Deloitte’s competitors and/or by more  
5 experienced/qualified competitors.

6           26.     On information and belief, Defendants improperly removed a senior UCLA  
7 procurement official overseeing one or more of these Projects, labeling him an “obstructionist”  
8 because he objected to the above and/or similar unlawful, wasteful, improper procedures and  
9 misconduct favoring Deloitte, and replaced him with a junior procurement official.

10          27.     On information and belief, Deloitte was unlawfully awarded at least six contracts  
11 for the Projects.

12   **CAUSES OF ACTION**

13   **FIRST CAUSE OF ACTION**

14                   **Violation of California Whistleblower Protection Act—Cal. Gov. Code § 8547 *et seq.***  
15                   **(Against All Defendants)**

16          28.     Plaintiff re-alleges and incorporates by this reference the allegations in  
17 paragraphs 1-27 above as though fully set forth herein.

18          29.     The California Whistleblower Protection Act, Cal. Gov. Code § 8547 *et seq.*  
19 (“CWPA”), prohibits acts of reprisal, retaliation, threats, coercion, or similar acts against a  
20 University of California employee for making any protected disclosure of improper  
21 governmental activity and provides that “any person” who intentionally engages in such acts  
22 shall be liable in an action for damages brought against him or her by the injured party. (§  
23 8547.10(c).)

24          30.     The conduct alleged in paragraphs 14-27 above constitutes, and Plaintiff  
25 reasonably believed it constituted, improper governmental activity, consisting of one or more  
26 violations of state law, state rules or regulations (the Policy) or procedure mandated by the State  
27 Administrative Manual or State Contracting Manual, or activity that is economically wasteful, or  
28

1 involves gross misconduct, incompetency, or inefficiency (hereafter “improper governmental  
2 activity”).

3 31. Plaintiff made numerous protected disclosures to his supervisors, officers,  
4 Internal Audit and others with authority to investigate concerning the improper governmental  
5 activity described herein. These protected disclosures consisted of good faith communications,  
6 including communications based on, or when carrying out, Plaintiff’s job duties, that disclosed  
7 or demonstrated an intention to disclose information that may evidence an improper  
8 governmental activity.

9 32. As described below and as more fully detailed in the Amended Whistleblower  
10 Complaint attached hereto as Exhibit 1, Plaintiff’s protected disclosures included the following:

11 a. **Plaintiff reported that efforts to have Deloitte conduct assessments on**  
12 **BTO-owned projects were unnecessary and wasteful and that it was improper for the CIO**  
13 **to promote and urge a particular vendor.** Specifically, beginning in or about May 2020 and  
14 thereafter, Plaintiff reported on multiple occasions to both Beck and Avetisyan, and  
15 subsequently to Internal Audit, Associate Vice Chancellor of Finance and Controller Allison  
16 Baird-James (“Baird-James”), and others that Avetisyan’s requests to conduct assessments on  
17 the three BTO-Owned projects (LMS, Ascend, and FACET), and Beck’s direction that Plaintiff  
18 comply with these requests, were unnecessary, wasteful, and inefficient, that in any event it  
19 would be wasteful to spend money on expensive outside consultants when cost-effective in-  
20 house resources were available to perform any such assessment, and that it would unduly delay  
21 the projects. Plaintiff also reported to these same persons that it was improper for CIO Avetisyan  
22 to be promoting and urging a particular vendor (Deloitte) on the Projects.

23 b. **Plaintiff reported and refused a directive to sign an unlawful SOW**  
24 **for LMS.** Specifically, in or about early September 2020, Plaintiff reported to Beck, Avetisyan  
25 and Mathew that the draft SOW for LMS Phase 1 and Phase 2 was improper, wasteful,  
26 unnecessary and beyond the scope of the sole source document which was assessment only and  
27 refused demands that he sign it (“LMS Objections”).  
28

1                   c.     **Plaintiff reported improper governmental activity to the**  
2 **Procurement Department.** Specifically, on or about September 10, 2020, Plaintiff met with  
3 and reported to officials in the UCLA Procurement Department, including UCLA’s Chief  
4 Procurement Officer and others, the LMS Objections, that the draft SOW for LMS was illegal,  
5 and questioned how Avetisyan was able to get the IT Assessment and IT Cyber Risk SOWs with  
6 Deloitte approved so quickly and whether they were put through the competitive bidding  
7 process.

8                   d.     **Plaintiff reported improper governmental activity to Internal Audit.**  
9 Specifically, on or about September 10, 2020 and in the days following, Plaintiff contacted Jean  
10 Lee in UCLA’s Internal Audit department and reported, among other things, that: (1) Deloitte  
11 had a conflict of interest in being awarded or potentially awarded both Phase 1 and Phase 2  
12 work on the five Projects and that it was illegal; (2) it was improper for a Chief Information  
13 Officer to be pushing to use a particular vendor (i.e., Deloitte); (3) it was massively wasteful to  
14 use expensive consultants (Deloitte) over cost-effective in-house resources; (4) the potential  
15 work being unlawfully funneled to Deloitte likely involved tens of millions of dollars in fees; (5)  
16 Deloitte would likely seek to use change orders to drastically increase the price of a SOW such  
17 as where it designated \$1 for Phase 2 work in a bait and switch; (6) the information he had  
18 reported to the Procurement Department on September 10; and (7) he had been told by a  
19 procurement department official that there were numerous “red flags” with the IT Assessment,  
20 Cyber Risk Security, and LMS SOWs such that these contracts needed to be kept “under the  
21 radar.”

22                   e.     **Plaintiff reported that the revised LMS SOW and bringing in an**  
23 **implementation partner for a technical assessment remained wasteful and unnecessary.**  
24 Specifically, in or about mid-September 2021, Plaintiff reported to Beck that the revised SOW  
25 for Deloitte to conduct the LMS Phase 1 assessment remained wasteful.

26                   f.     **Plaintiff reported that continuing efforts to have Deloitte obtain LMS**  
27 **Phase 2 work violated the UC Conflict Law.** Specifically, in or about early October 2020,  
28 Plaintiff reported to UCLA’s Chief Procurement Officer that Avetisyan and Beck were

1 continuing their efforts to use Deloitte personnel to perform LMS phase 2 work, despite that it  
2 was illegal under the UC Conflict Law and the Policy.

3 g. **Plaintiff reported that Deloitte’s intention to re-visit the role of BTO**  
4 **was a conflict.** Specifically, in or about October 2020, Plaintiff reported to Beck that Deloitte  
5 had a conflict of interest in making recommendations about the role of BTO.

6 h. **Plaintiff reported that his/BTO’s announced demotion was**  
7 **retaliatory.** Specifically, when Beck announced in November 2020 that Plaintiff and BTO were  
8 being demoted two levels and would be reporting into Avetisyan (who Plaintiff had blown the  
9 whistle on), Plaintiff reported to Beck that this demotion was retaliatory and would essentially  
10 end BTO’s ability to do its job and to hold firms like Deloitte accountable.

11 i. **Plaintiff continued to report to UCLA leadership about further**  
12 **improper calls to use Deloitte on BTO projects.** Specifically, subsequent to his demotion  
13 effective January 1, 2021, Plaintiff repeatedly reported to UCLA Leadership, including  
14 Avetisyan, Beck, CFO Gregg Goldman (“Goldman”), Baird-James and others, that Avetisyan  
15 and Beck’s calls for using Deloitte on BTO-owned projects were not required, wasteful,  
16 inefficient, illegal and violated the Policy. Further, on or about June 7, 2021, Plaintiff sent an  
17 email to Beck, Avetisyan, Goldman and others further reporting the foregoing and that BTO  
18 could not support using Deloitte on the Ascend project.

19 j. **Plaintiff reported that he and BTO were being stripped of their**  
20 **resources and responsibilities.** Specifically, Plaintiff objected to Beck, Avetisyan, the Assistant  
21 CIO and others that the ITS department was stripping Plaintiff and BTO of their personnel and  
22 responsibilities, which was hindering their ability to do their work and that Avetisyan had  
23 replaced Plaintiff as Chair of Ascend, which were retaliatory, wasteful and inefficient.

24 k. **Plaintiff reported to top UCLA Leadership that Avetisyan and**  
25 **Mathew were rigging an Ascend contract.** In or about late June 2021, Plaintiff reported to  
26 Baird-James that Avetisyan and Mathew were rigging the Independent Verification and  
27 Validation (“IV&V”) project for Ascend so that Deloitte would eventually be awarded the \$100  
28 Million Ascend implementation contract. Plaintiff reported to Baird-James that it was her

1 responsibility (as owner of Procurement) to put a stop to improper governmental activity that  
2 was underway.

3           1.       **Plaintiff reported to top UCLA Leadership that the continued efforts**  
4 **to have Deloitte work on the Ascend project constituted improper governmental activity.**

5 Specifically, on or about July 1, 2021, Plaintiff and his BTO leadership sent an email to top  
6 UCLA leadership (including Goldman and Baird-James), Beck, Avetisyan and others reporting  
7 that Avetisyan was undermining and blocking progress of the Ascend project to cause delay and  
8 unlawfully to bring in Deloitte to take over the Ascend work, which was wasteful, inefficient,  
9 illegal and constituted gross misconduct.

10           33.       Plaintiff is informed and believes that his disclosures, objections, and refusals as  
11 described in paragraph 32 above, and in Plaintiff’s Amended Whistleblower Complaint attached  
12 as Exhibit 1, were protected disclosures of improper governmental activity within the meaning  
13 of Cal. Gov. Code § 8547.2(e).

14           34.       On information and belief, in retaliation for Plaintiff’s disclosures of improper  
15 governmental activity, Defendants UCLA, Deloitte, Mathew, Beck and Avetisyan, and Does 1-  
16 50, and each of them, individually, directly and/or acting in concert and/or conspiracy with  
17 and/or being aided and abetted by each other, intentionally and unlawfully took adverse  
18 employment actions against Plaintiff and/or actively participated and/or assisted in doing so,  
19 including, among other things, the following:

20           a.       In or about September 2020, Beck cancelled Plaintiff’s presentation to the  
21 Administrative Leadership Team (“ALT”) about BTO and refused to meet with Plaintiff.

22           b.       In or about mid-September 2020, Beck directed that Deloitte report to  
23 Beck, and not Plaintiff, on the LMS project.

24           c.       In or about October and November 2020, Deloitte and Mathew withdrew  
25 their support for Plaintiff and BTO and issued false and retaliatory assessments and  
26 recommendations that BTO be eliminated and that its projects be transferred to Avetisyan/ITS.  
27 Beck directed that Plaintiff not question Deloitte.

28

1           d.       In or about October and November 2020, Avetisyan, Beck and/or Mathew  
2 presented Deloitte’s false and retaliatory assessments of Plaintiff and BTO to campus  
3 leadership.

4           e.       On or about November 25, 2020, Beck “adopted” Deloitte’s false and  
5 retaliatory recommendations and announced that effective January 1, 2021, Plaintiff (and the  
6 BTO) were being demoted 2 levels and would be reporting into Avetisyan’s Assistant CIO and  
7 that BTO’s projects would thereafter be reporting to Avetisyan/ITS going forward.

8           f.       In or about December 2020, Beck prohibited Plaintiff from presenting the  
9 BTO Update to campus leadership and from further attending ALT meetings, and cancelled  
10 Plaintiff’s monthly one-on-one meetings with him.

11          g.       In or about December 2020, Beck told Plaintiff that his future was in  
12 doubt at UCLA and that he had no future prospects for advancement at UCLA.

13          h.       In or about January 2021, Avetisyan announced that BTO could be  
14 eliminated, and that going forward she would be the Project Owner (rather than Plaintiff) on all  
15 three of BTO’s projects. In or about January and February 2021, Avetisyan and her Assistant  
16 CIO told Plaintiff that BTO’s LMS project would be run by ITS, that BTO would have no  
17 further involvement in the LMS project and that BTO’s management team on the project would  
18 be replaced by Deloitte personnel.

19          i.       On or about February 19, 2021, ITS directed that BTO offer Voluntary  
20 Separation Program to all BTO employees.

21          j.       Plaintiff was excluded and removed from committees, projects, roles,  
22 BTO-project updates and key decisions involving his department and team, Avetisyan replaced  
23 Plaintiff as Chair of Ascend, Plaintiff’s requests for guidance and support were ignored and  
24 requested meetings to discuss were cancelled, BTO was stripped of resources necessary to  
25 perform its job and Plaintiff and BTO’s requests for previously approved personnel hires were  
26 denied, all of which put BTO’s projects at risk.

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1 k. Beck, Avetisyan, and Mathew repeatedly threatened Plaintiff and attacked  
2 his character, and pressured Plaintiff and BTO to use Deloitte personnel and not question its  
3 services.

4 l. On or about June 8, 2021, Avetisyan cancelled Plaintiff's performance  
5 review.

6 m. On July 13, 2021, Plaintiff received a Notice of Intent to Terminate from  
7 Avetisyan and Beck terminating his employment from UCLA effective September 10, 2021.  
8 The reasons listed in the termination letter as justification for his termination were false and  
9 misleading and a pretext for retaliation.

10 n. On or about September 13, 2021, Defendants, acting through Avetisyan,  
11 terminated Plaintiff's employment effective September 20, 2021.

12 35. Plaintiff's disclosures of improper governmental activities and/or refusals to  
13 carry out such actions, and each of them, were at the very least a contributing factor in  
14 Defendants' decisions to take the foregoing adverse employment actions against Plaintiff.

15 36. On information and belief, as a result of the actions of Defendants, and each of  
16 them, Plaintiff has suffered and continues to suffer damages and injury in amounts not yet fully  
17 ascertained, but in excess of the jurisdictional minimum of this court, including but not limited  
18 to:

19 a. losses of wages and benefits, past and future, lost promotions, loss of  
20 earning capacity, reputational harm and other economic losses; and

21 b. personal physical illness, physical sickness, emotional distress,  
22 depression, anxiety, humiliation, embarrassment, mental anguish, pain and suffering, and other  
23 non-economic damages.

24 37. The actions of Defendants, and each of them, were malicious, oppressive and  
25 fraudulent, and Plaintiff is entitled to recover punitive damages against Defendants, and each of  
26 them, pursuant to Cal. Gov. Code § 8547.10(c) and Cal. Civil Code § 3294.  
27  
28



**SECOND CAUSE OF ACTION**

**Whistleblower Retaliation—Cal. Lab. Code § 1102.5**

**(Against all Defendants)**

1  
2  
3  
4 38. Plaintiff re-alleges and incorporates by this reference the allegations in  
5 paragraphs 1-27, 30-32 and 34 as though fully set forth herein.

6 39. California Labor Code § 1102.5 prohibits, among other things, an employer, or  
7 any person acting on behalf of the employer, from retaliating against an employee for disclosing  
8 information, or because the employer believes that the employee disclosed or may disclose  
9 information, to a government or law enforcement agency, to a person with authority over the  
10 employee, or to another employee who has the authority to investigate, discover, or correct the  
11 violation or noncompliance, if the employee has reasonable cause to believe that the information  
12 discloses a violation of state statute or a violation of or noncompliance with a state rule or  
13 regulation, regardless of whether disclosing the information is part of the employee’s job duties.

14 40. Under California Labor Code § 1102.5(e), a report made by an employee of a  
15 government agency (such as Plaintiff) to his employer is a disclosure of information to a  
16 government or law enforcement agency.

17 41. As set forth above in paragraphs 31-33, Plaintiff disclosed one or more violations  
18 of law or state rules or regulations by Defendants, and each of them, and said Defendants  
19 believed that Plaintiff had disclosed or might disclose same, to a government or law  
20 enforcement agency, a person with authority over Plaintiff, or to an employee with authority to  
21 investigate, discover, or correct legal violations or noncompliance.

22 42. As set forth above, Plaintiff also refused to participate in unlawful activity.

23 43. Plaintiff had reasonable cause to believe that the information disclosed a  
24 violation of state law, rule or regulation and/or that his participation in the unlawful activity set  
25 forth above would result in a violation of law, rule or regulation.

26 44. On information and belief, in retaliation for Plaintiff’s protected disclosures  
27 and/or refusals to obey unlawful and improper orders, Defendants UCLA, Deloitte, Mathew,  
28 Beck and Avetisyan, and Does 1-50, and each of them, individually, directly and/or acting in

1 concert with and/or being aided and abetted by each other, took the adverse employment actions  
2 described in paragraph 34 above, including but not limited to demoting and then discharging  
3 Plaintiff and/or participating in doing so.

4 45. Plaintiff's protected disclosures and/or refusals to obey unlawful and improper  
5 orders, and each of them, were at the very least a contributing factor in Defendants' decisions to  
6 take the foregoing adverse employment actions against Plaintiff.

7 46. On information and belief, as a result of the actions of Defendants, and each of  
8 them, Plaintiff has suffered and continues to suffer damages and injury in amounts not yet fully  
9 ascertained, but in excess of the jurisdictional minimum of this court, including but not limited  
10 to:

11 a. losses of wages and benefits, past and future, lost promotions, loss of  
12 earning capacity, reputational harm and other economic losses; and

13 b. personal physical illness, physical sickness, emotional distress,  
14 depression, anxiety, humiliation, embarrassment, mental anguish, pain and suffering, and other  
15 non-economic damages.

16 47. The actions of Defendants, and each of them, were malicious, oppressive and  
17 fraudulent, and Plaintiff is entitled to recover punitive damages against defendants, and each of  
18 them, pursuant to Cal. Civil Code § 3294.

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**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for judgment in his favor and relief against Defendants, and each of them, as follows as appropriate for the above causes of action:

- (a) For compensatory damages in an amount to be determined at trial;
- (b) For punitive and exemplary damages;
- (c) For pre- and post-judgment interest, at the legal rate;
- (d) For attorneys’ fees and costs, including but not limited to fees and costs pursuant to Cal. Lab. Code § 1102.5(j), Cal. Gov. Code § 8547.10(c) and Cal. Code of Civil Procedure § 1021.5;
- (e) For costs of suit herein incurred; and
- (f) For all such other and further relief this Court deems just, proper, and equitable.

Dated: March 6, 2023

PHILLIPS, ERLEWINE, GIVEN & CARLIN LLP

By /s/ R. Scott Erlewine  
R. Scott Erlewine  
Brian S. Conlon  
Kyle P. O'Malley  
Attorneys for Plaintiff

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a trial by jury of all issues so triable.

Dated: March 6, 2023

PHILLIPS, ERLEWINE, GIVEN & CARLIN LLP

By /s/ R. Scott Erlewine  
R. Scott Erlewine  
Brian S. Conlon  
Kyle P. O'Malley  
Attorneys for Plaintiff

# Exhibit 1

**UCLA ADMINISTRATIVE POLICIES & COMPLIANCE OFFICE  
WHISTLEBLOWER RETALIATION COMPLAINT FORM**

This form is to be completed to file a "whistleblower retaliation" complaint pursuant to the standards set out in the UC Whistleblower Protection Policy. To determine whether your claim qualifies under this policy, please review UCLA Procedure 620.1: Whistleblower Retaliation Complaints and Attachment B (Standards for Accepting and Evaluating a Whistleblower Retaliation Complaint) and Attachment C (Frequently Asked Questions) of that Procedure. This complaint form appears as Attachment A of UCLA Procedure 620.1.

**Submission Deadline and Oath Requirement.** Your written complaint must be postmarked by the U.S. Postal Service, personally delivered during University business hours, or received via fax, campus mail, or email within twelve (12) months of when you were formally notified of or otherwise became aware of the Adverse Personnel Action that you allege to be retaliatory. If you allege an ongoing pattern of retaliation, your complaint must be submitted within twelve months of the most recent Adverse Personnel Action. Your complaint must include the Declaration text that appears at the end of the complaint form, or substantially similar words, followed by your signature and the date. If your complaint is accepted, you may then submit to the designated factfinder additional documents and other evidence in support of your complaint.

**Delivery Options.** You must either submit your complaint to the Locally Designated Official or to your supervisor (who shall promptly forward it to the Locally Designated Official):

**MAILING/DELIVERY ADDRESS**

UCLA Administrative Policies & Compliance Office  
Attn: Locally Designated Official  
Peter V. Ueberroth Building, Room 2120  
Box 957078  
Los Angeles, CA 90095-7078

**FAX**

Attn: Locally Designated Official  
(310) 825-3803

**CAMPUS MAIL**

UCLA Administrative Policies & Compliance Office  
Attn: Locally Designated Official  
Mail Code 707822

**EMAIL**

Call the Administrative Policies & Compliance Office at (310) 825-9116 for information about how to submit the complaint via email. For an email submission, you must print, sign, and scan the three-page complaint form.

**Complainant**  *Current UCLA employee*  *Former UCLA employee*  *Applicant for UCLA employment*

Your Name Omar Noorzai	Department Administration	Phone [REDACTED]
Mailing Address [REDACTED]	E-mail [REDACTED]	

You have the option to designate someone to function as your representative during the complaint process. This individual could be an attorney, union representative, or another person who is not involved as a party or potential witness in the proceeding or otherwise conflicted in his or her role. Before naming a representative in your complaint form, you should confirm that any person you may designate as your representative is willing to serve in that capacity. Also, if you intend that further correspondence concerning your complaint should be sent to your designated representative, please check the box below.

**Complainant's Designated Representative (optional)**  *Send future correspondence to my representative.*

Name	Affiliation/Company (e.g., law firm, union)	Phone
Mailing Address	E-mail	

**Other Actions.** Identify any other grievances/formal complaints you have filed over the same adverse personnel action(s) listed in this complaint form.

Grievance/Complaint Number	Date Filed	Filed with (Department or Entity)
	9/10/2020	Whistleblower - Internal Audit
WRC2101	7/12/2021	Whistleblower Retal. Complaint



UCLA ADMINISTRATIVE POLICIES & COMPLIANCE OFFICE  
WHISTLEBLOWER RETALIATION COMPLAINT FORM

**Respondent** (you must identify at least one person responsible for each Adverse Personnel Action you experienced)

Name/Title of Respondent No. 1 Michael Beck, VC Administration	Name/Title of Respondent No. 2 Lucy Avetisyan, AVC Administration
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(if more than two individuals, attach additional pages labeled "RESPONDENTS")

**Adverse Personnel Action(s) you experienced**

As to each action, identify when it occurred and the Respondent(s) responsible for taking the action.

Please see attached AMENDED ADVERSE PERSONNEL ACTIONS DOCUMENT

(as needed, attach additional pages labeled "ADVERSE PERSONNEL ACTIONS")

**Protected Activity**

For each Protected Disclosure, identify what you reported and specify when, to whom, and how (e.g., in person, via email) the report was made.

For each Refusal to Obey an Illegal Order, identify the order you refused to obey and specify who gave the order, when and how it was communicated to you, what law or regulation the order violated, and when and how you refused to obey it.

Please see attached AMENDED PROTECTED ACTIVITY DOCUMENT

(as needed, attach additional pages labeled "PROTECTED ACTIVITY")



UCLA ADMINISTRATIVE POLICIES & COMPLIANCE OFFICE  
WHISTLEBLOWER RETALIATION COMPLAINT FORM

**Contributing Factor Basis**

Identify the facts that you believe demonstrate that your Protected Activity contributed to the Adverse Personnel Action you experienced.

Please see attached AMENDED CONTRIBUTING FACTOR BASIS DOCUMENT

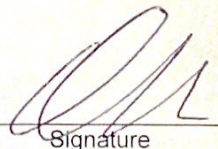
(as needed, attach additional pages labeled "CONTRIBUTING FACTOR BASIS")

If your whistleblower retaliation complaint is accepted for evaluation, the complaint and any supporting documents you submit may be shared, at the discretion of the factfinder, with the Respondent(s) you claim retaliated against you and with University officials responsible for processing and evaluating the complaint.

**Declaration.** I swear under penalty of perjury under the laws of the State of California that the facts set forth in my Whistleblower Retaliation Complaint and in any complaint statement submitted herewith are true and correct to the best of my knowledge and belief.

OMAR NOORZAI

Complainant Name (printed)



Signature

10/7/2021

Date

## RESPONDENTS

### **Name/Title of Respondent No. 3**

Deloitte Consulting, LLP

### **Name/Title of Respondent No. 4**

Roy Mathew, National Practice Leader for Higher Education for Deloitte Consulting, LLP



## PROTECTED ACTIVITIES (AMENDED)

Disclosures, objections and protests to Michael Beck, Lucy Avetisyan, Deloitte, Roy Mathew (of Deloitte), Internal Audit (Jean Lee), personnel in the Finance and Procurement Department (Gregg Goldman, Allison Baird-James, OT Wells, Marc Leufroy and Ty Haubrich) concerning the improper efforts of Beck, Avetisyan, Deloitte and Mathew since approximately May 2020 to award consulting work to Deloitte which is wasteful, costly and unnecessary and/or through the use of illegal/improper contracts, unwarranted delays and assessments, conflicts of interest, fraud and other improper conduct, including but not limited to:

- contract(s) which awarded work to Deloitte for both the assessment (Phase I) and follow on remediation (Phase II) in violation of Conflict of interest: SB 1467 law (<https://www.purchasing.ucla.edu/purchasing/departamental-buyer/conflict-of-interest-sb-1467>);
- Deloitte's use of bait and switch tactics to bid low for a contract with the intent and design to then substantially expand the scope and dollar value of work after it was awarded the contract in an apparent effort to avoid the Request for Proposal ("RFP") process or for other improper purposes;
- contract(s) which were sole sourced rather than awarded via a RFP in violation of UC Policy BFB-BUS-43;
- contract(s) which were awarded via a Request for Quote rather than a RFP in violation of UC Policy BFB- BUS-43;
- contract(s) which awarded work to Deloitte despite its conflicts of interest;
- contract(s) which awarded work to Deloitte where it was not the lowest bidder, and at times the highest;
- awarding contract(s) to Deloitte that were against Procurement's recommendation and determination that Deloitte "is not suited" for the implementation;
- designating Deloitte as an implementation partner even though no implementation partner was necessary for the work and was contrary to BTO practices to use far less expensive internal resources whenever possible;
- Deloitte's recommendation that BTO be eliminated and that the BTO projects be taken over by Avetisyan/IT Department (for the purpose of promoting and utilizing Deloitte's services that will cost the campus millions of dollars and in a clear conflict of interest);
- the use of consultants to perform work that properly should be done using campus resources resulting in substantial extra expense to UCLA and contrary to BTO's mission;
- the retaliatory demotion of me and BTO and the transfer of BTO projects to the IT Department to pave the way for more work to be improperly given to Deloitte;
- delaying BTO's work so that Deloitte could provide unnecessary and unwarranted assessments; and
- the Procurement department's facilitation of or complicity with the foregoing activities. The foregoing relate to at least two ITS SOW's (IT Assessment and Cyber Risk Assessment) and three BTO projects (LMS, Ascend and SIS) and potentially others.

In early September 2020, I refused to sign off on one of these proposed illegal/improper contracts with Deloitte (a LMS SOW) and had earlier conveyed my objections to attempting to employ unnecessary and improper Deloitte resources. When I was repeatedly pressured to sign off by Beck, Avetisyan, Deloitte and Mathew, on or about 9/10/21, I met with Procurement about it and Ty Haubrich said there were many "red flags" regarding Deloitte's contracts and that things needed to be kept "under the radar." That same day, I contacted UCLA's Internal Audit team per the Whistleblower Policy and complained about the above practices which potentially involved tens of millions of dollars. Internal audit and Procurement agreed that these practices were illegal and improper. It also came to light that Deloitte had been performing work without a signed contract in violation of UCLA policy. Internal Audit and UCLA's CFO met with Beck (and perhaps Avetisyan) and advised that this conduct was improper and that no contract(s) should be awarded permitting Deloitte to perform both assessment and implementation services on the same project and that Deloitte should cease and desist any further work on this proposed contract. On information and belief, Deloitte was also told that this conduct was improper. Nevertheless, Beck, Avetisyan, Deloitte and Mathew continued in this illegal/improper conduct. For example, they subsequently awarded Deloitte the phase 1 and phase 2 contracts for the LMS project and it appears they have done or are in the process of doing the same thing for the "Cyber Risk Assessment Support SOW", the "IT Assessment SOW" (currently known as "IT Transformation" in phase 2) and potentially others.

Some or all of the disclosures involved activities or actions that involved an Illegal Order including a directive to violate or assist in violating a federal, state or local law, rule and/or regulation, fraud, coercion and/or were economically wasteful and/or involved gross misconduct, gross incompetency or gross inefficiency.

On 7/13/21, I received a Notice of Intent to Terminate letter via email from Avetisyan and Beck terminating my employment from UCLA effective 9/10/21. The reasons listed in the termination letter as justification for my termination are false and misleading. This notice was in further retaliation for my objecting to their improper use of Deloitte. Since May 2020, I have consistently objected to Avetisyan, Beck's, Deloitte's and Mathew's calls for use of Deloitte on our BTO projects and other projects as it's not required, wasteful, illegal and violates campus rules and regulations. Since my demotion to Avetisyan in January 2021, Beck, Avetisyan, Deloitte and Mathew have continued to push for me to use Deloitte on our BTO led projects. Most recently, Beck publicly called for the use of Deloitte on our Ascend project on 6/7/21 and again on 7/3/21. At the same time, Beck and Avetisyan had been criticized by the Campus/Faculty in two separate letters (dated 3/2/21 and 6/9/21) sent to Chancellor Block and EVCP Carter questioning their push for, urging and use of Deloitte at UCLA including ethical concerns faculty raised regarding Deloitte. Both letters called for a pause in the work Deloitte is doing pending an investigation. On 6/7/21, I sent an email publicly objecting to Beck's call to use Deloitte on our Ascend project, with our CFO and others copied. Two days later, the faculty sent its second letter to Chancellor Block concerning Deloitte. Consistent with the faculty letters, on 7/1/21, BTO Program Director on Ascend (Mike Lee) and the Ascend Project Leadership sent an email to the Ascend Steering Committee, UCLA Leadership (CFO and Associate Vice Chancellor of Finance and Controller), Beck and Avetisyan concerning Avetisyan's undermining and blocking progress of the Ascend project. It was clear to the Ascend project Team that Avetisyan was purposely undermining the Ascend project in order to cause a delay and subsequently bring in Deloitte. On 7/3/21, Beck publicly replied to Mike Lee's email

and falsely attacked and humiliated me and once again, pushed for Deloitte. In retaliation to my objections, Beck and Avetisyan have decided to terminate my employment.

On information and belief, Deloitte and Mathew were involved in the decisions, directed or pressured or otherwise acted in concert with Beck and Avetisyan to demote me and the BTO and terminate my employment and eliminate my department and the other retaliatory actions against me.

Additional specific, identifying information will be provided to the extent possible, during the investigation.

## ADVERSE PERSONNEL ACTIONS (AMENDED)

Beginning in May 2020, I have experienced unlawful retaliation. These intentional actions generally were:

- 1) Coordinated to and did make my working conditions intolerable;
- 2) Designed to drive me from employment at the University of California;
- 3) Designed to and did stop any prospects for my promised advancement;
- 4) Designed to and did cause irreparable harm to my personal and professional reputation;
- 5) Designed to and did demote me and my department;
- 6) Designed to and did strip me and my department of key personnel, responsibilities, contracts and projects;
- 7) Designed to and did eliminate my position and my department;
- 8) Designed to and did terminate my employment effective September 20, 2021.

The retaliatory actions identified in this whistleblower complaint violated California statutes, including without limitation, Labor Code Section 1102.5, Government Code Sections 8547, *et seq* and 8547.10 (Whistleblower Protection Act), and Government Code Sections 12650 *et seq* and 12653 (California False Claims Act). The respondents, and each of them, acted individually, collectively, and/or conspired with and/or aided and abetted or acted on behalf of each other and/or UC and/or UCLA in committing the actions set forth in this whistleblower complaint.

This unlawful retaliation also includes the following:

On 6/10/20, Beck told me that he wanted Avetisyan to take ownership of LMS from BTO.

In or about early August and in response to my on-going objections, Beck requested that I consider reporting into Avetisyan.

On 9/7/20, Beck threatened me with “fingers can be pointed at the BTO” even though the day before, he stated that nobody is pointing fingers at the BTO when I raised the conflict of interest issues between Avetisyan and Deloitte.

On 9/9/20, Avetisyan questioned why I would not sign the Deloitte SOW and told me to sign it in a frustrated and demeaning manner in front of the Deloitte and Project teams. She re-sent the Deloitte contract to all of us during the meeting with a “here it is” in her email.

On or about 9/11/20, Beck abruptly cancelled, without explanation, my pre-planned and approved presentation to the Administrative Leadership Team about BTO and never answered my email asking why.

On 9/13/20, I contacted Beck to attempt to further discuss my concerns about the conflict of interest issues concerning Deloitte. When I tried to schedule a meeting, I was told by his Executive Assistant that “he has asked me not to schedule anymore meetings [with me].”

In or about mid-late September, Beck and Deloitte prepared a new LMS SOW (without a phase 2), and Beck signed it himself rather than submit it to me for signature. Beck also directed that Deloitte report directly to him and not me.

In October, Deloitte issued a draft recommendation that BTO be eliminated and BTO's projects be transferred to Avetisyan/IT, which was contrary to Mathew/Deloitte's recommendation prior to my complaints. In issuing its final report, Deloitte changed its rationale for eliminating BTO when I challenged it, which Beck later changed back to a reason Deloitte couldn't justify. The final report also withdrew the prior criticism of ITS. Beck "adopted" the Avetisyan/Deloitte "recommendation" and directed that I not question them.

On 10/12/20, Avetisyan presented an update on her ITS Assessment to the entire ALT (put together by Deloitte) falsely stating that the role of the BTO is unclear.

On 11/20/20, Beck, Avetisyan, Deloitte and Mathew organized a campus wide leadership meeting where they presented a false and misleading assessment of me and BTO based on Deloitte's conflicted recommendations.

On 11/25/20, Beck notified me that effective 1/1/21, I and the BTO were being demoted 2 levels and would be reporting into Avetisyan (her assistant actually)/IT and that BTO's projects would be handled by Avetisyan/IT. These projects included Ascend (UCLA financial and budget system), SIS/FACET (financial aid and student information systems) and LMS (Learning Management System), having a combined worth of approximately \$150 Million. I advised Beck that this demotion would essentially end my/BTO's ability to do our jobs and that BTO would lose personnel, to no avail. I also objected to having to report to a person (Avetisyan) that I had blown the whistle on.

In or about 12/20, Beck told me that my future was in doubt and that I have no future prospects for advancement at UCLA.

On 12/2/20, I had organized a quarterly BTO Update to campus leadership, but Beck prohibited me from presenting the BTO initiatives (he had Avetisyan do so) and my slides were removed from the presentation.

On 12/6/20, I was advised by Beck (through his Executive Assistant) that my monthly 1:1 meetings with him were being cancelled and that I would no longer be allowed to attend the monthly ALT meetings which I had attended since my hiring.

On 12/9/20, when I told Beck that Avetisyan knows I was the whistleblower about her conflicts of interest, Beck responded that she did not have any conflicts and threatened that "I hope this behavior does not continue."

In 12/20, Beck told me that my future at UCLA was in doubt and that I have no future prospects for advancement at UCLA.

In 1/21, Avetisyan confirmed that I was being demoted 2 levels and maybe more, that I would be reporting into her new Assistant CIO and not her or Beck, and that BTO could be eliminated. Avetisyan also told me that she wanted to be designated as Project Owner on all three of BTO's projects (and not just Ascend), and that the future of BTO is uncertain.

In 1/21 and 2/21, Avetisyan and her new Assistant CIO (Jennifer Ferry) notified me that BTO's LMS project would be run by Ferry, that BTO would have no involvement in the LMS project going forward and that BTO's management team on the project would be replaced by Deloitte personnel.

Since July of 2020, Beck, Avetisyan and Mathew have attempted to have Deloitte assess BTO's other two projects (Ascend and SIS/FACET) so that Deloitte can take them over and has tried to delay these projects to make this happen.

On 2/19/21, the Head of ITS Human Resources requested that BTO offer VSP (Voluntary Separation Program) to all BTO employees even though Avetisyan needed the resources.

I have been excluded and removed from committees, projects and roles that are key to my job as well as the interaction I need to have with UCLA leadership to be successful and to do my job.

Since mid-2020, Beck, Avetisyan, Deloitte and Mathew have attacked and threatened my character.

Beck, Avetisyan and Ferry have ignored my numerous requests for guidance and support for me and my BTO teams and on our jobs, roles, futures, etc.

Throughout 2021, Avetisyan and Ferry have cancelled many meetings seeking to have my questions answered.

In 4/21/21, Avetisyan told me that she wanted to replace me as Chair of Ascend.

On 4/29/21, Ferry told me that BTO is now an "outlier."

On or about 5/1/21, Avetisyan failed to put my title on her newly-published organization chart even though every other person had their title listed on the document.

On 6/8/21, Avetisyan cancelled my performance review.

Throughout 2021, over my objections, Avetisyan and Ferry have poached BTO personnel to work on other IT projects putting our BTO deliverables at risk and further undermining our ability to do our jobs.

In mid-2021, a number of BTO personnel have resigned and left because of Beck/Avetisyan/Ferry's/Deloitte's/Mathew's undermining of our BTO team.

Beck/Avetisyan/Deloitte/Mathew have continually harassed and attacked me using false insinuations and false accusations of lying and misstating facts, since they learned I was the whistleblower in September 2020.

I have been excluded from BTO related project updates and discussions to Administration and Finance Leadership.

BTO has been forced to go through IT on every decision it makes including escalations, *etc.*, further undermining my and BTO's ability to perform our jobs.

Avetisyan has denied BTO's requests to hire a core team that had previously been approved by the CFO and the Ascend Steering Committee, and also in 6/21 denied BTO's request for an emergency Steering Voting Committee to move forward on such hiring, thereby putting BTO's ability to meet deadlines further at risk.

On 7/3/21, in response to Mike lee's email asking for an emergency steering committee meeting to discuss ITS' efforts to delay the Ascend project, Beck sent a reply email, copying UCLA leadership, humiliating me publicly by falsely calling me a liar and stupid and falsely claiming that I had demonstrated a lack of understanding and judgment.

On 7/13/21, I received a Notice of Intent to Terminate letter via email from Avetisyan and Beck terminating my employment from UCLA effective 9/10/21. The reasons listed in the termination letter as justification for my termination are false and misleading.

On 9/10/21, the Skelly reviewer issued a recommendation letter which was improper and biased. Many of the reported statements made by Beck and Avetisyan to the reviewer are false and/or misleading.

On 9/13/21, Avetisyan terminated my employment effective September 20, 2021.

On or about September 29, 2021, Avetisyan announced that the BTO department will be discontinued.

## **CONTRIBUTING FACTOR BASIS (AMENDED)**

Beck, Avetisyan, Deloitte and Mathew were aware that I had objected to the above practices as early as May 2020 and continuing, that in early September 2020 I had refused to sign a proposed contract with Deloitte (LMS SOW) under great pressure because it was illegal/improper and that I had complained to Internal Audit on 9/10/20 about the above practices who agreed with me and had advised Beck, Avetisyan, our Finance organization that they were improper. On information and belief, Deloitte and Mathew were told that these practices were improper and were advised to cease and desist.

Beginning in or about May 2020 and repeatedly thereafter, I told Beck and Avetisyan that I objected to Avetisyan's calls to delay the LMS project and to bring in Deloitte to do an assessment because it was unnecessary, unwarranted, costly and wasteful.

In early June, Beck ordered me to stop questioning Avetisyan's calls for delay of the LMS project, and directed me to support Avetisyan bringing in Deloitte to do an assessment on LMS and her relegating BTO's role to just program manager on LMS and her becoming a co-chair on LMS.

Although I continued to object to this delay and unnecessary assessment, I was ordered by Beck to work with Procurement to retain Deloitte's services as quickly as possible. When I and Procurement (OT Wells and Marc Leufroy) advised Avetisyan that an RFP would be necessary and would take 4-6 months to get an implementation partner in on LMS, Beck directed that it be done by sole source (which was improper since, among other things, even if these services had been necessary (they weren't), Deloitte didn't have the expertise in this area per the feedback from Procurement and was the highest bidder). Nevertheless, Beck directed that my team and I were accountable and responsible for getting Deloitte retained as quickly as possible, in partnership with Procurement. Throughout the process, I repeatedly told Beck that there was no need for an assessment – and its attendant delay - at all.

On 7/1/20, Avetisyan announced that she wanted to delay another BTO project (SIS/FACET) in order to bring in Deloitte to do an assessment. When I objected that it was unnecessary, wasteful, costly and unwarranted, and that it was improper for the CIO to promote and urge a particular vendor, Beck directed me to stop questioning it.

On 7/27/20, Avetisyan announced she wanted to delay BTO's third project (Ascend) in order to have Deloitte do an assessment. I again objected to Beck and Avetisyan.

In or about early August and in response to my on-going objections, Beck requested that I consider reporting into Avetisyan. I objected and told him, among other things, this would be a demotion, would significantly interfere with/impair BTO's ability to meet its mission to save the campus tens of millions of dollars by using internal resources rather than expensive external consultants and that IT would not serve that purpose. I provided a white paper for him on the subject including the fact that the BTO reporting into a CIO is NOT BEST PRACTICE. Beck told me that he agreed with my conclusion and also on 8/30/20 approved my upcoming presentation to the ALT regarding the BTO plan for the next 3-5 years.

On 8/14/20, Avetisyan announced in a campus-wide email that she intended to have Deloitte brought in on all of the BTO projects and that she had already brought in Deloitte to conduct an assessment of IT. I



again objected to Beck and Avetisyan, since an external consultant was unnecessary, costly and wasteful for the BTO projects and there weren't even any contracts in place for Deloitte for the BTO projects.

On 8/27/20, Mathew of Deloitte met with me and my team leadership to discuss the role of the BTO at UCLA (as part of the ITS Assessment). Mathew agreed with us and the data from our white paper (which included data from a Deloitte expert) that the BTO should not report into IT or a CIO. Mathew told us that both from a best practice perspective as well as the Deloitte viewpoint, moving the BTO under IT/CIO was not a recommendation he could support.

On 9/4/20, Deloitte sent me a LMS SOW for my signature, which Beck, Avetisyan and Mathew told me I would be signing. I objected to signing it because it was an illegal phase 1/phase 2 contract, and it was completely beyond the scope of the approved sole source which was assessment only. Beck, Avetisyan and Mathew then pressured me to sign it anyway.

In response, on 9/7/20, Beck threatened me with "fingers can be pointed at the BTO" even though the day before, he stated that nobody is pointing fingers at the BTO when I raised the conflict of interest issues between Avetisyan and Deloitte.

On 9/10/20, I met with Internal Audit and made a whistleblower complaint. I am informed and believe that Beck, Avetisyan, Deloitte and Mathew immediately became aware that I had blown the whistle on them.

On or about 9/11/20, Beck abruptly cancelled, without explanation, my pre-planned and approved presentation to the Administrative Leadership Team about BTO and never answered my email asking why.

On 9/13/20, I contacted Beck to attempt to further discuss my concerns about the conflict of interest issues concerning Deloitte. When I tried to schedule a meeting, I was told by his Executive Assistant that "he has asked me not to schedule anymore meetings [with me]."

In latter September, Deloitte and Mathew were told to cease and desist all work on the LMS SOW.

In or about mid-late September, Beck and Deloitte prepared a new LMS SOW (without a phase 2), and Beck signed it himself rather than submit it to me for signature. Beck also directed that Deloitte report directly to him and not me.

In October, Deloitte/Mathew, with a clear conflict of interest to siphon work to itself, issued a draft recommendation that BTO be eliminated and that BTO's projects be transferred to Avetisyan/IT, which was contrary to Mathew/Deloitte's recommendation prior to my complaints. In issuing its final report, Deloitte changed its rationale for eliminating BTO when I challenged it, which Beck later changed back to a reason Deloitte couldn't justify. The final report also withdrew Deloitte's prior criticism of ITS. Beck "adopted" the Avetisyan/Deloitte "recommendation" and directed that I not question them.

On information and belief, Deloitte/Mathew improperly drafted (wholly or principally) all of the SOWs for the ITS and BTO projects.

Beck/Avetisyan/Deloitte/Mathew constantly pressured me and BTO to use Deloitte and not question their services.

On 11/25/20, Beck announced that effective 1/1/21, I and the BTO were being demoted 2 levels and would be reporting into Avetisyan (her assistant actually)/IT and that BTO's projects would be handled by Avetisyan/IT. These projects included Ascend (UCLA financial and budget system), SIS/FACET (financial aid and student information systems) and LMS (Learning Management System), having a combined worth of approximately \$150 Million. I advised Beck that this demotion would essentially end my/BTO's ability to do our jobs and that BTO would lose personnel, it would end our ability to maintain our mandate and hold firms like Deloitte accountable, to no avail. I also objected to having to report to a person (Avetisyan) that I had blown the whistle on.

On 12/9/20, when I told Beck that Avetisyan knew I was the whistleblower about her conflicts of interest, Beck responded that she did not have any conflicts and threatened that "I hope this behavior does not continue."

In 12/20, Beck told me that my future at UCLA was in doubt and that I have no future prospects for advancement at UCLA.

On 12/14/20, Avetisyan presented a status update to the Administrative Leadership team on her ITS Assessment led by Deloitte. This included a slide that showed the BTO LMS, SIS and Ascend projects are owned by ITS. During the presentation, Avetisyan stated that "*the proposal here from Deloitte...*") making it clear that Deloitte is driving the presentation and recommendations for her and made clear that Deloitte would be implementing Phase 2 of their own assessment and recommendation plan.

On 7/13/21, I received a Notice of Intent to Terminate letter via email from Avetisyan and Beck terminating my employment from UCLA effective 9/10/21. Every reason listed in the termination letter as justification for my termination is false and misleading. This notice was in further retaliation for my objecting to their use of Deloitte which is not required, wasteful, illegal and violates campus rules and regulations. Since my demotion to Avetisyan in January of 2021, Beck and Avetisyan have continually pushed for me to use Deloitte on our BTO led projects. Avetisyan championed for Deloitte at UCLA since she left USC and joined UCLA in May of 2020 (she used Deloitte extensively at USC). I have consistently objected to Avetisyan and Beck's calls for use of Deloitte on our BTO projects as it's not required, wasteful, illegal and violates campus rules and regulations. Beck publicly called for the use of Deloitte on our Ascend project on 6/7/21 and again on 7/3/21. On 6/7/21, I told Beck, Avetisyan and others that BTO could not support using Deloitte on the Ascend project. Unknown to me until 7/7/21, Beck and Avetisyan had been criticized by the Campus/Faculty in two separate letters (dated 3/2/21 and 6/9/21) sent to Chancellor Block and EVCP Carter questioning Beck, Avetisyan and their push for, urging and use of Deloitte at UCLA including ethical concerns faculty raised regarding Deloitte. Both letters called for a pause in the work Deloitte is doing for Beck and Avetisyan as the campus also sees what's going on with Beck, Avetisyan and Deloitte. I am known on campus for holding consulting firms like Huron and Deloitte accountable as well as raising the conflict of interest issues between Beck, Avetisyan and Deloitte dating back to May of 2020. Beck and Avetisyan's agenda was and is to eliminate any resistance against Deloitte, whether from Faculty or the BTO. This presumably became critical when I publicly objected to Beck's call to use Deloitte on our Ascend project on 6/7/21 (with our CFO on copy as well as others). A couple of days later, the second letter from faculty was sent to Chancellor Block and EVCP Carter on 6/9/21 calling for a pause to the Beck/Avetisyan/Deloitte run projects on campus and questioning Beck, Avetisyan and Deloitte. On 7/1/21, an email was sent by the BTO Program Director on Ascend, (Mike Lee), and the Ascend Project Leadership, (Robbie Tucker and Shani Ward), to the Ascend

Steering Committee, UCLA Leadership, Beck and Avetisyan , highlighting Avetisyan's undermining and blocking progress of the Ascend project. It was clear to the Ascend project Team that Avetisyan was purposely undermining the Ascend project in order to cause a delay and subsequently bring in Deloitte. Mike Lee's email captured his team's deep concerns and worry as to what was happening. It was the Ascend Project Team's responsibility and duty to bring this to the attention of the campus and UCLA Leadership including our CFO, Gregg Goldman and Associate Vice Chancellor of Finance and Controller, Allison Baird-James. Mike Lee's email was consistent with the two letters sent by Faculty. On 7/3/21, Beck publicly replied to Mike Lee's email and openly attacked and humiliated me. Beck went further in his reply and remarkably, once again, pushed for Deloitte. Apparently, there was no way Beck and Avetisyan could allow me to stay any longer at UCLA as I was publicly impeding their ability to give more contracts to Deloitte and stopping their agenda to eliminate any resistance to Deloitte.

On information and belief, Deloitte and Mathew were involved in the decisions, directed or pressured or otherwise acted in concert with Beck and Avetisyan to demote me and the BTO and terminate my employment and eliminate my department and the other retaliatory actions against me.

See other factors set forth in the adverse personnel and protected activities sections.