

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

JOE MARTIN BRAVO,	§	
Plaintiff,	§	
v.	§	
	§	
DALLAS INDEPENDENT SCHOOL	§	
DISTRICT,	§	CIVIL ACTION NO. _____
Defendant.	§	

**PLAINTIFFS' ORIGINAL COMPLAINT**

NOW COMES Joe Martin Bravo (hereinafter, "Bravo"), bringing his Original Complaint against Dallas Independent School District (hereinafter, "DISD"), and in support thereof would show the following:

**I. NATURE AND PURPOSE OF THE ACTION**

1. Plaintiff brings claims against DISD for violations of federal law pursuant Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000e et seq., and the Civil Rights Act of 1866, 42 U.S.C. § 1981, as amended.

**II. JURISDICTION and VENUE**

2. Jurisdiction is conferred upon this Court pursuant to 28 U.S.C. § 1331.

3. Under 28 U.S.C. § 1391, venue is proper before this judicial district because the events and omissions giving rise to the Plaintiff's claims occurred in the Northern District of Texas and because this is the judicial district where Defendant resides.

**III. PARTIES**

4. Joe Martin Bravo is a citizen of the State of Texas who currently resides in Grand Prairie, Texas.

5. Defendant Dallas Independent School District is a school district organized under the laws of the State of Texas and responsible for the care, management, and control of all public school business within its jurisdiction and also for the acts and omissions of its staff. It can be served through Stephanie S. Elizalde, Ed.D., its Superintendent at 9400 N. Central Expressway, Dallas, Texas 75231, or at such other place as she may be found.

6. Bravo has exhausted all administrative remedies. All conditions precedent to filing this action have occurred or have been waived, or their performance is otherwise excused. Bravo has received a “right to sue” letter dated April 21, 2023 from the Equal Employment Opportunity Commission (“EEOC”), a copy of which is attached as Exhibit 1 and incorporated by reference.

#### V. FACTS

7. Bravo is the son of Mexican immigrants who grew up in a home speaking Spanish in a large, working-class family, proudly immersed in the traditions of his Mexican heritage. Though his parents did not earn a lot of money and his family faced periods of economic hardship, Mr. Bravo looks back to his childhood with fondness. Bravo grew up making trips to Mexico to visit his parents’ homeland and he identifies himself as Mexican American with pride. After successfully serving in the military and working in large companies in the private sector, including a stint as a human resource manager, Bravo felt the call of teaching later in life as a way to reach out to young people lacking advantages and privileges compared to children from other families.

8. Bravo accepted a job as a teacher at DISD beginning in the 2015-2016 school year, and he continued to work as a certified educator at DISD up and through the 2021-2022 school year. Until the spring of 2022, Bravo had never experienced a disciplinary matter while serving as a teacher in the school district, and he consistently received favorable evaluations, including exemplary ratings for maintaining a respectful academically accountable classroom and for his effective communication with parents and families of students.

9. During the 2021-2022 school year, Bravo taught college and career readiness to middle school students at DISD's Raul Quintanilla Sr. MS STEAM Academy, a middle school located in the Oak Cliff neighborhood of Dallas, Texas. According to DISD's records (specifically, its 2022-2023 "data packet" for Quintanilla Middle School), more than ninety percent of the students identify as Hispanic, more than ninety percent of the middle school's students are economically disadvantaged, more than eighty-three percent of the students are "at risk," and more than sixty-five percent have limited English proficiency.

10. On April 8, 2022, Bravo was summoned to the office of Tamica Ward, the middle school principal, concerning alleged statements that Bravo made against students. During this short meeting, Ward, who had regularly exhibited a cold demeanor toward Bravo, failed to provide him with any information about the allegations, but simply asked if Bravo might have made insensitive comments to students. During this meeting, Bravo denied that he would say anything offensive to his students. Given his years of experience in the private sector (including his work as a human resource manager) and his seven years working as a teacher in DISD, Bravo found it alarming that anyone would accuse him of making inappropriate comments as he viewed himself as always conducting himself professionally and respectfully toward his students in the classroom.

11. On April 11, 2022, Ward, initiated an internal request within DISD to put Bravo on administrative leave because she claimed that several students said Bravo made improper comments about minority students during classroom instruction. Following Ward's recommendation, DISD opened an investigation into the matter and placed Bravo on administrative leave. When DISD's investigator contacted Bravo and asked him to provide a written response to the allegations, Bravo informed the investigator that he lacked any information about them. Later, the investigator sent Bravo a very condensed summary of

statements that Bravo was alleged to have said, which consisted of Bravo allegedly making inappropriate comments by denigrating students “throughout the [school] year,” purportedly referring to minority students as “Mexicans and colors [sic]” and saying that they “ruined Oak Cliff,” that they are and will always be “poor,” and that they “won’t ever go to college.”

12. Bravo was shocked by the allegations, and he emphatically denied making such comments in his written response dated April 14, 2022. With only scant information about the allegations, Bravo formulated a response without knowing who might have alleged these things or without knowing when these things were said. Bravo noted that he has never singled out his students by nationality or ethnicity and would never use the terms “Mexican” or “colors” to describe a student demographic. He pointed out that some of his classroom instruction included topics about the middle school’s demographic data from its website and the challenges faced by many of the students in the middle school to develop advanced skills for jobs or to go on to college. He further noted that his lesson plans covered, in part, strategies to overcome economic disadvantages and about motivating students to think about college.<sup>1</sup> Aside from Bravo’s brief telephone call with the investigator requesting a written response and their email exchange, DISD conducted no further inquiry into this matter with Bravo.

13. The following month, Bravo received a letter from DISD indicating that it would be reporting the unspecified allegations to the Texas State Board of Educator Certification. On May 25, 2022, Bravo received a phone call from a DISD employee asking him to resign. In this call, Bravo asked for information about the evidence of misconduct, and Bravo was told he would not be allowed to see it. Thereafter, Bravo received a letter from DISD dated May 27, 2022 stating that the investigation was closed and that the outcome of the investigation was “substantiated”

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<sup>1</sup> Under Texas law, school districts are required to offer courses in college and career readiness. See Tex. Educ. Code § 28.008; 19 Tex. Admin. Code § 74.6.

without explanation and without describing DISD's reasoning for this conclusion. The notice letter told Bravo that he would have to make a request under the Public Information Act to get a copy of DISD's investigation report.

14. From his standpoint, Bravo found it disturbing that DISD made no concerted effort to hear his side of the matter besides taking the statement that he wrote to an investigator after receiving scant information about the allegations. Meanwhile, he found it incredulous that he would have been falsely accused of making racially-charged comments in his classroom (much less, accused of making such comments repeatedly over a year or more) and that DISD provided him no way to discover the cause or source of the allegations or to defend himself against them.

15. Bravo was further mistrustful of the motives of Principal Ward, an African-American female, who was the main catalyst for opening this investigation given his knowledge of her personnel disputes with Hispanic and white teachers on the campus who ended up resigning, transferring, or retiring. Bravo learned from talking to colleagues and former colleagues that Ward had made many teachers unhappy, including one who was pressured to modify statistical data about Quintanilla Middle School for DISD in ways they deemed to be unethical and illegal. The targets of this negativity appeared to involve mostly Hispanic and white teachers. When these individuals resigned or sought transfer to different campuses, Ward replaced most of them with African American teachers. Since Ward's tenure as principal started in 2020, the percentage of African American teachers has risen by 60 percent at the middle school while the percentage of white teachers has dropped by 30 percent and the percentage of Hispanic teachers has diminished by 38 percent.<sup>2</sup>

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<sup>2</sup> Ironically, DISD initially recruited Bravo to this middle school campus to fulfill a need for more Hispanic teachers in light of the student population there.

16. Believing that Ward had initiated the internal complaint on fabricated allegations or by prompting students to make fabricated allegations, Bravo filed an internal discrimination complaint to DISD's internal equal opportunity compliance manager on May 30, 2022. There, Bravo said that he believed Ward had contrived the allegations to act against him with discriminatory animus on the basis of race, national origin, and ethnicity.

17. Because Bravo wanted to better understand what was alleged, he made a request under the Public Information Act to get DISD's investigatory report. Once received, it did not prove to be terribly illuminating. DISD's report purports to show that Ward filed a child abuse report with Child Protective Services in April 2022 (yet, inexplicably, no one from this agency has ever contacted Bravo to respond to the report, casting doubt on whether it was ever made<sup>3</sup>). The investigatory report also indicated that Assistant Principal Roger Ceballos, who worked under Ward, claimed that he had spoken to Bravo around the time Bravo was placed on leave and that Bravo had told him that statistics for minority students "don't look good," that many of his students lack understanding about how to advance, and that the "statistics are not promising." However, Bravo never had this conversation with Ceballos and had never spoken to Ceballos at length except to exchange pleasantries. Thus, Ceballos made a false statement about this meeting in DISD's files (ostensibly under the direction of Ward because Bravo recalls having a similar dialogue with Ward) to initiate some kind of adverse action against Bravo.<sup>4</sup> Though the statistical information that Ceballos mentioned echoes the information appearing on the middle school's website, he apparently included it in the internal investigatory report to cast Bravo as someone

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<sup>3</sup> When Bravo contacted Child Protective Services to acquire information about the report made against him, the agency could not locate the report with the "CPS Report ID" number appearing in DISD's records because it contained alphabetic characters, which CPS said it does not utilize for its internal files.

<sup>4</sup> For this reason, Bravo supplemented his discrimination report to complain about Roger Ceballos' role in this matter.

who harbored hostility toward minority students despite Bravo's status as a minority and his self-identifying as Mexican American.

18. In the same vein, DISD's records produced to Bravo showed that Principal Ward generated an internal recommendation to non-renew Bravo's contract with DISD at the end of the 2021-2022 school year.<sup>5</sup> She wrote in her recommendation that Bravo told her on one occasion that he had "delved deeply into the statistics and, as a result, he didn't feel that the students' futures were promising." Though she said that Bravo had spoken "softly" during this encounter, Ward found his words to be "hateful and rigid" and that so it must have served as evidence—from her standpoint—that Bravo "consistently spewed culturally insensitive comments to his students." Though Bravo had spoken to Ward about his concerns about what the middle school's demographic data was showing, Ward's description of this conversation is misleading in that it implies Bravo bore some kind of hostility against minorities, instead of concern and empathy.<sup>6</sup>

19. Unsatisfied that he failed to receive more information describing the student allegations, Bravo engaged counsel to file a new request under the Public Information Act for records about the investigation. On July 20, 2022, DISD responded to the request, but it redacted copies of written statements in the report, leaving Bravo with only the earlier, vague allegations provided by DISD's investigator to Bravo in the April 2022 email. This prompted Bravo to file a lawsuit against DISD under the Public Information Act to force the school district to comply with state open records laws. Finally, DISD produced transcribed copies of the statements of six student statements to Bravo's counsel in September 2022 (some five months after Bravo was

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<sup>5</sup> DISD records show that one of the duties of a middle school principal is to direct and manage personnel decisions at the middle school campus.

<sup>6</sup> Though Bravo had spoken to Ward about his worries about the statistical data (instead of Ceballos who falsely claimed to have had this conversation), DISD relied on Ceballos' account of the conversation in its written notice to recommend terminating Bravo, maintaining that Bravo violated the school district's standards of conduct by broaching the subject of the demographic data.

placed on administrative leave), which were redacted to remove names and other identifying information. These statements indicate that students claim Bravo made sweeping, denigrating comments about Latinos and African Americans multiple times during unspecified dates in front of the class during the current and previous school years, some of which happened in early 2021. DISD records contain no indication that students previously complained about anything Bravo might have said about any subject matter before April 8, 2022. Likewise, DISD's records show that Ward was the DISD officer who took the statements from students while its records lack any indication that DISD attempted to question other students besides the accusers or that other DISD officers spoke to the accusers besides Ward or Ceballos.

20. Eventually, Bravo later obtained the names of the student-accusers from DISD in response to a subpoena that he served in a libel case that he recently filed in a state court against the student-accusers. Bravo determined that the only accusers were students who (improbably) sat next to one another in distinct groups of three separated from other students in his classrooms (that is, three at or adjacent to one table in a seventh-grade class and three at or adjacent to one table in an eighth-grade class). In this same action, DISD has vigorously fought to prevent Bravo from prosecuting his libel lawsuit to get contact information for the student-accusers, much as it did before when it prevented Bravo from getting copies of the student statements when he first sought them to defend himself.

21. It is worth noting that while all of this was going on, the end of the school year in June 2022 came and went without DISD notifying Bravo about the renewal or nonrenewal of his Educator Term Contract. Therefore, the contract automatically renewed for the 2022-2023 school year by operation of law, though this was not known to Bravo at the time because the contract language indicated that it would terminate at the end of the school year. What ensued was a surreal administrative battle that went on for the next seven months concerning Bravo's contract

that resulted from the false allegations against Bravo. Because DISD had not provided notice to Bravo about the status of his contract at year end, because it did not provide him with an update about his administrative leave (which continued through the end of the school year), and because it had failed to respond to his discrimination complaint against Ward, Bravo wrongly concluded he had been constructively discharged and that his contract had come to an end. Relatedly, Bravo had his attorney contact DISD's Office of Human Capital Management on July 20, 2022 to ask for clarification about Bravo's employment status, but that office never responded to the email. Believing he was no longer employed by DISD, Bravo applied for a job with Grand Prairie Independent School District.

22. Thereafter, DISD sent a letter dated August 2, 2022 to Bravo providing him with a copy of a Notice of Recommendation to terminate Bravo's employment from DISD. Eager to clear his name and be reinstated to his teaching position, Bravo resigned from Grand Prairie ISD and requested an appeal of the Termination Recommendation with the Texas Education Agency under a procedure allowed by state law to initiate an administrative hearing to review the recommendation. Once the administrative action was opened and an independent hearing officer was appointed in the appeal, DISD filed a motion to dismiss it on the basis of mootness on September 12, 2022, arguing that Bravo was no longer employed by DISD because of his other teaching job. Without allowing Bravo to respond to the motion, the independent hearing officer dismissed the appeal on the same day that DISD filed its motion. Beginning in October 2022, DISD stopped paying Bravo's salary.

23. Bravo filed an appeal of the dismissal to the Commissioner of Education. After the parties filed their respective pleadings, the Commissioner issued a ruling in the appeal. In its decision dated December 5, 2022, the Commissioner held that Bravo had not "resigned" from DISD simply by accepting the position at Grand Prairie ISD and that Bravo's contract with DISD had

not been terminated. In effect, the Commissioner essentially indicated that the appeal should be allowed to move forward. However, DISD continued to show that Bravo was no longer employed by DISD, thus disavowing his employment relationship with the school district. Bravo filed a new grievance within DISD as a result of the Commissioner's decision. On February 8, 2023, DISD informed Bravo that his grievance was closed because Bravo was not a DISD employee.

24. Then on February 24, 2023, DISD suddenly informed Bravo that it had renewed his contract for the 2022-2023 school year and assigned Mr. Bravo to a different teaching position and campus within the school district effective February 27, 2023. Bravo interpreted this about-face as an acknowledgment that the allegations of misconduct lacked credibility, that the district's investigation had been lacking, and that the school district rescinded the Termination Recommendation. DISD further announced that his new grievance was closed without any consideration while DISD remained silent about his earlier discrimination complaint.

25. Although DISD's assigning Bravo to the classroom and paying Bravo the salary payments that it missed throughout the year have been welcome developments, Bravo has still been damaged by the actions of the employees of DISD in regard to his standing at DISD and his ability to take advantage of all of the fringe benefits and incentives that DISD provides to its employees. In addition, his professional reputation has been injured and his standing as a teacher has diminished within DISD since he is no longer teaching a class due to the adverse effects this experience has had on his health. He suffered humiliation and embarrassment, and he has had to incur legal costs in defending DISD's administrative action against him that was premised on false allegations. Moreover, because DISD has reported this matter to the Texas Education Agency for investigation (and possibly to Texas' Child Protective Services), Bravo may have to respond to these investigations in the future.

26. Bravo has suffered mental anguish and stress from Ward's initiating the false allegations. Beginning in May 2022, Bravo started to receive medical care from his doctor to treat the onset of fatigue, mental and emotional distress, headaches, dizziness, depression, inadequate sleep, cognitive issues, and extreme weakness exacerbated by the distress he endured about these accusations. His platelet count increased dramatically and he was placed on medication to treat this condition. When DISD stopped paying Bravo's salary in October 2022, his stress level increased even further. Bravo's medical care has been ongoing since the spring of 2022, and his physician has had to modify his medication at various times to alleviate his continuing symptoms.

27. As a result of DISD's discriminatory conduct, Bravo is entitled to damages in an amount to be determined at trial, including but not limited to past and future physical and mental anguish. The adverse actions culminating in a termination recommendation were defamatory, done with malice and negligence, failed to adhere to applicable Texas Education Codes and federal statutes, and caused harm to the Plaintiff's reputation and career, economic damages, inconvenience, mental, emotional, and physical distress which exacerbated increased fatigue, headaches, dizziness, shortness of breath, dehydration, depression, frustration, inadequate sleep, cognitive issues, extreme weakness, and loss of enjoyment of life.

28. As a result of DISD's discriminatory conduct, Bravo is further entitled to damages in an amount to be determined at trial, including but not limited to future annual salary losses of approximately \$8,750.00 through retirement if the resulting harm from the adverse actions prevent Bravo from continuing employment with the school district until his age 70 retirement.

29. As a result of DISD's discriminatory conduct, Bravo is further entitled to damages in an amount to be determined at trial, including but not limited to annual losses of approximately \$3,500.00 per year through retirement due to lost growth opportunities from DISD's Texas Excellence Initiative, being the annual difference between his Proficient I level rating and the

Proficient II level that he was eligible for had he not been put on administrative leave.

30. As a result of DISD's discriminatory conduct, Bravo is further entitled to damages in an amount to be determined at trial, including but not limited to \$509.39 in estimated interest on the back pay that DISD finally deposited in Bravo's account on or about March 2, 2023.

31. As a result of DISD's discriminatory conduct and its acts or omissions conducted maliciously or with reckless indifference, Bravo is further entitled to recover punitive damages.

## VI. Count I

### Discrimination Based on Race, Ethnicity, and/or National Origin under the Civil Rights Act of 1964, 42 U.S.C. §§ 2200e et seq.

32. Bravo incorporates by reference all the above-related paragraphs with the same force and effect as if herein set forth.

33. The Civil Rights Act of 1964 prohibits employers from discriminating against employees based on their race, ethnicity, and/or national origin.

34. DISD engaged in unlawful employment practices in violation of Title VII of the Civil Rights Act during Bravo's employment with DISD, which was carried out by one or more of DISD's agents, servants, and employees and committed as a result of Bravo's race, ethnicity, and/or national origin as a Hispanic individual of Mexican American ancestry. Quintanilla Middle School's principal, who had exhibited antagonism toward non-African American employees, concocted false allegations against Bravo or prompted others to do so. Meanwhile, DISD's records contain no information to show that DISD investigated the allegations besides receiving information from the principal and her assistant principal who collaborated with her. At the same time, the school district repeatedly undermined and impeded Bravo's efforts to defend himself against the allegations, forcing him to go so far as to file a lawsuit against the school district to discover them. DISD left Bravo in the dark about his employment status at DISD

at the end of the 2021-2022 school year, and it stopped paying his salary in the 2022-2023 school year. DISD further ignored Bravo's internal administrative grievances and discrimination complaints, it directed Ward to file a report to Child Protective Services, and it made a report of the false allegations to the Texas State Board of Educator Certification without adequately vetting them internally.

35. As a result of DISD's discriminatory conduct, Bravo is entitled to damages in an amount to be determined at trial, including but not limited to past and future physical and mental anguish damages, future lost wages, lost growth opportunities, and lost interest.

#### VII. Count II

##### Discrimination Based on Race, Ethnicity, and/or National Origin under the Civil Rights Act of 1886, 42 U.S.C. § 1981

36. Bravo incorporates by reference all the above-related paragraphs with the same force and effect as if herein set forth.

37. The Civil Rights Act of 1886 prohibits discrimination in the making and enforcement of contracts by reason of race. DISD engaged in unlawful employment practices by denying Bravo the same rights enjoyed by others in the creation, performance, enjoyment and all benefits and privileges of their contractual relationship with DISD because of his racial and ethnic identity.

38. As a result of DISD's discriminatory conduct, Bravo is entitled to damages in an amount to be determined at trial, including but not limited to past and future physical and mental anguish damages, future lost wages, lost growth opportunities, and lost interest.

#### VIII. Demand for Jury Trial

39. Pursuant to Fed. R. of Civ. P. 38, Plaintiff demands a jury trial for all issues in this matter.

PRAYER

WHEREFORE, Plaintiff prays that Defendant Dallas Independent School District be cited to appear and answer and that, upon final trial, the Court enter judgment granting Plaintiff the following relief against Defendant:

1. A finding that the acts complained of are in violation of the federal statutes described above;
2. An award of damages caused by the conduct described above, including, but not limited to, compensatory and punitive damages;
3. Plaintiff's reasonable and necessary attorneys' fees and costs;
4. An award of prejudgment and post-judgment interest on the above-mentioned sums;
5. Such other and further relief, at law or in equity, to which Plaintiff may show himself to be justly entitled.

Respectfully submitted,

BLUMBERG BAGLEY PLLC

by: /s/ Peter F. Bagley

Peter F. Bagley

Texas Bar No. 00783581

[peter@blumbergbagley.com](mailto:peter@blumbergbagley.com)

2304 West Interstate 20, Suite 190

Arlington, Texas 76017

(817) 277-1500

Facsimile (817) 277-1170

ATTORNEY FOR PLAINTIFF

# **EXHIBIT**

**1**

EEOC Form 161-B (01/2022)

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

NOTICE OF RIGHT TO SUE (ISSUED ON REQUEST)

To: Mr. Joe M. Bravo
2901 Hollow Oak Dr
Grand Prairie, TX 75052

From: Dallas District Office
207 S. Houston Street, 3rd Floor
Dallas, TX 75202

EEOC Charge No.
450-2023-01310

EEOC Representative
Avie Murrell,
Investigator

Telephone No.
972-918-3587

(See also the additional information enclosed with this form.)

NOTICE TO THE PERSON AGGRIEVED:

Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), or the Genetic Information Nondiscrimination Act (GINA): This is your Notice of Right to Sue, issued under Title VII, the ADA or GINA based on the above-numbered charge. It has been issued at your request. Your lawsuit under Title VII, the ADA or GINA must be filed in a federal or state court WITHIN 90 DAYS of your receipt of this notice; or your right to sue based on this charge will be lost. (The time limit for filing suit based on a claim under state law may be different.)

Less than 180 days have elapsed since the filing date. I certify that the Commission's processing of this charge will not be completed within 180 days from the filing date.

The EEOC is terminating its processing of this charge.

Age Discrimination in Employment Act (ADEA): You may sue under the ADEA at any time from 60 days after the charge was filed until 90 days after you receive notice that we have completed action on the charge. In this regard, the EEOC is closing your case. Therefore, your lawsuit under the ADEA must be filed in federal or state court WITHIN 90 DAYS\* of your receipt of this Notice.\* Otherwise, your right to sue based on the above-numbered charge will be lost.

Equal Pay Act (EPA): You already have the right to sue under the EPA (filing an EEOC charge is not required.) EPA suits must be brought in federal or state court within 2 years (3 years for willful violations) of the alleged EPA underpayment. This means that backpay due for any violations that occurred more than 2 years (3 years) before you file suit may not be collectible.

If you file suit, based on this charge, please send a copy of your court complaint to this office.

On behalf of the Commission

Shemell D. Perry Digitally signed by Shemell D. Perry
Date: 2023.04.20 10:52:02 -05'00'

Enclosures(s)

For Travis M. Nicholson
District Director

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Joe Martin Bravo

(b) County of Residence of First Listed Plaintiff Tarrant (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Peter F. Bagley, 2304 W. Interstate 20, Suite 190, Arlington, TX 76017 817-277-1500

DEFENDANTS

Dallas Independent School District

County of Residence of First Listed Defendant Dallas (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country
PTF DEF
1 1 Incorporated or Principal Place of Business In This State
2 2 Incorporated and Principal Place of Business In Another State
3 3 Foreign Nation
4 4
5 5
6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes codes like 110 Insurance, 310 Airplane, 365 Personal Injury, etc.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District
6 Multidistrict Litigation - Transfer
8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

42 U.S.C. 2000e; 42 U.S.C. 1981

Brief description of cause:

Plaintiff alleges employment discrimination on the basis of race, ethnicity, and national origin.

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$

CHECK YES only if demanded in complaint: JURY DEMAND: [X] Yes [ ] No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

July 18, 2023

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS

Joe Martin Bravo

Plaintiff

3:23-CV-01596

v.

Civil Action No.

Dallas Independent School District

Defendant

**CERTIFICATE OF INTERESTED PERSONS/DISCLOSURE STATEMENT**

(This form also satisfies Fed. R. Civ. P. 7.1)

Pursuant to Fed. R. Civ. P. 7.1 and LR 3.1(c), LR 3.2(e), LR 7.4, LR 81.1(a)(4)(D), and LR 81.2,

Joe Martin Bravo

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provides the following information:

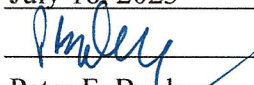
For a nongovernmental corporate party, the name(s) of its parent corporation and any publicly held corporation that owns 10% or more of its stock (if none, state "None"):

***\*Please separate names with a comma. Only text visible within box will print.***

A complete list of all persons, associations of persons, firms, partnerships, corporations, guarantors, insurers, affiliates, parent or subsidiary corporations, or other legal entities that are financially interested in the outcome of the case:

***\*Please separate names with a comma. Only text visible within box will print.***

Joe Martin Bravo

Date: July 18, 2023  
Signature:   
Print Name: Peter F. Bagley  
Bar Number: 00783581  
Address: 2304 W. Interstate 20, Suite 190  
City, State, Zip: Arlington, Texas 76017  
Telephone: 817-277-1500  
Fax: 817-277-1170  
E-Mail: peter@blumbergbagley.com