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8 Attorneys for Plaintiff
9 RITA RAMIREZ

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF ORANGE**

12 RITA RAMIREZ, an Individual

14 Plaintiff,

16 vs.

18 CITY OF SANTA ANA, an entity of unknown
19 origin; and DOES 1 - 50, Inclusive,

22 Defendants.

Assigned for All Purposes

Judge Nathan Vu
30-2022-01287702-CU-OE-NJC

) CASE NO.:
PLAINTIFF RITA RAMIREZ'S COMPLAINT
FOR:
(1) RETALIATION IN VIOLATION OF LABOR
CODE §1102.5;
(2) RETALIATION IN VIOLATION OF THE
FAIR EMPLOYMENT AND HOUSING ACT;
(3) DISCRIMINATION IN VIOLATION OF
THE FAIR EMPLOYMENT AND HOUSING
ACT;
(4) HARASSMENT IN VIOLATION OF THE
FAIR EMPLOYMENT AND HOUSING ACT;
AND
(5) FAILURE TO TAKE CORRECTIVE
ACTION IN VIOLATION OF FAIR
EMPLOYMENT AND HOUSING ACT

23 **REQUEST FOR JURY TRIAL**

25 Plaintiff Rita Ramirez ("RAMIREZ" or "Plaintiff"), with knowledge as to her own acts and based
26 upon information and belief with regard to all other matters, by and through her attorneys of record, alleges:

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1. RAMIREZ is an individual who, at all times relevant herein, was employed by Defendant City of Santa Ana (“CITY” or “Defendant”) as CITY’s Police Administrative Manager at CITY’s business office(s) located in the County of Orange, State of California.

2. RAMIREZ alleges that CITY is a municipality doing business in the County of Orange, State of California. The Santa Ana City Council, as the governing body of the City of Santa Ana, acts, represents, and implements policy on the behalf of CITY.

3. Defendants CITY and DOE Defendants 1 through 50 are hereinafter sometimes collectively referred to as "DEFENDANTS".

4. On July 18, 2022, RAMIREZ exhausted her administrative remedies by causing CITY to be served with a Government Claim. On July 20, 2022, although CITY, via its Third Party Administrator, acknowledged receipt of the claim and stated that it “w[ould] be communicating with [RAMIREZ] in the near future in regard to this matter”, RAMIREZ was never contacted and the claim was denied by operation of law. Additionally on or about July 18, 2022, RAMIREZ filed a Complaint with the Department of Fair Employment and Housing and, on July 25, 2022, RAMIREZ caused both her Complaint and the resulting Right-to-Sue Notice to be served on CITY.

5. RAMIREZ is presently not aware of the true names and/or capacities of Defendants DOES 1 through 50, inclusive, and therefore sues said Defendants by such fictitious names. RAMIREZ is informed and believes and upon such information and belief alleges that said fictitiously named Defendants are directly and proximately responsible for the injuries and damages alleged herein. RAMIREZ will amend this Complaint to allege the true names and capacities of said fictitiously named Defendants when, and if, ascertained.

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6. RAMIREZ is informed and believes, and upon such information and belief alleges, that, at all relevant times, each and every Defendant was a principle, agent, employer, employee, manager, supervisor, officer, shareholder and/or owner of each and every other Defendant, and each and every act and/or omission of each and every Defendant occurred by and through the governing body and/or management of the Defendant and within the course and scope of such agency and/or employment and/or was approved and/or ratified by the acts and/or omissions of each and every other Defendant.

FACTUAL BACKGROUND

A. After Almost Three Decades of Exemplary Public Service Employment, RAMIREZ was Recruited by CITY to be its Police Administrative Manager.

7. On July 3, 2017, following decades of public service, RAMIREZ began her career with CITY as the Police Administrative Manager after being actively recruited from her prior employment.

8. During RAMIREZ's 32 years of service in the law enforcement community (five years with CITY), RAMIREZ was consistently a loyal and hard-working employee who received exemplary performance evaluations.

9. Despite this, on July 7, 2022, RAMIREZ was unlawfully constructively terminated, after suffering retaliation, discrimination and harassment due to circumstances entirely unrelated to her performance. CITY's termination of, and discrimination, harassment and retaliation against, RAMIREZ violates California law, City's own Municipal Code and policies and procedures and RAMIREZ's civil service rights.

B. Initially, CITY's Police Chief was Thrilled with RAMIREZ and her Work.

10. More specifically, by way of brief background, Chief of Police David Valentin was initially obviously very comfortable with RAMIREZ when she was hired.

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1 11. In fact, Valentin told RAMIREZ that the best thing that now-former Deputy Chief Jim
2 Schnabl ever did for the police department was to hire RAMIREZ.
3

4 **C. Initially, RAMIREZ Apparently “Passed” CITY’s Police Chief’s Gang-Like**
5 **“Loyalty” Tests.**

6 12. Towards the end of February 2018, Valentin called RAMIREZ into his office to discuss
7 “loyalty” and to explain his understanding of the concept of “loyalty”.
8

9 13. During this same time frame, as RAMIREZ’s then-supervisor Deputy Chief Jim Schnabl had
10 been on leave after being injured on duty, Valentin put RAMIREZ in charge of a project known as Tri-Tech.

11 14. In mid-March of 2018, Valentin asked RAMIREZ to go photograph Schnabl while he was
12 teaching at a Tri-Tech conference.
13

14 15. As it was well-known that Valentin greatly disliked both Schnabl (as well as former Deputy
15 Chief Doug McGeachy), it was obvious that Valentin’s intent was to “catch” Schnabl doing something
16 “wrong” and to “gather evidence” against him while he was out on leave.
17

18 16. Valentin made this request by asking: “Are you down for this?” This phrase struck
19 RAMIREZ as odd coming from Valentin as she recognized it as gang term - often used to prove loyalty
20 where a more senior gang member asked an “underling” whether they were willing to do something
21 unsavory for the benefit of the gang.
22

23 17. In retrospect, Valentin was clearly aware that what he had asked RAMIREZ to do was
24 improper¹.
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26 ///

28 ¹ Had Valentin’s request been legitimate, Valentin should have instructed Internal Affairs to take
the photographs. This is just one of many examples of times when Valentin acts as if he can do what he
wants, when he wants and how he wants and that normal procedures did and do not apply to him.

1 18. As RAMIREZ had only been employed for a few months, although she was very
2 uncomfortable with this request, RAMIREZ felt obligated to tell Valentin that she would do what Valentin
3 wanted in order to prove her “loyalty” and maintain her employment.
4

5 19. By this time, RAMIREZ had heard rumblings about how Valentin operated and did not want
6 to be in the position that others were in when they did not adequately prove or show their “loyalty” to him.
7

8 20. RAMIREZ did attend the conference, took the photos Valentin requested and sent them to
9 him from her work phone.
9

10 21. RAMIREZ felt dirty and used and as though she was being disloyal to the man who recruited
11 her for her job but was afraid that if she did not follow through with Valentin’s request that she would be
12 considered “disloyal” and suffer an adverse employment action.
13

14 22. During this time, Valentin met with RAMIREZ on a bi-weekly basis to discuss the Tri-Tech
15 project and was friendly and was very supportive.
16

17 23. Valentin continued to tell RAMIREZ that she was doing a good job and even personally
18 delivered her uniform bars to her office, leaving a note on her desk and placing her Wonder Woman figurine
19 on top of the note.
19

20 24. Valentin would also routinely acknowledge RAMIREZ in the hallways.
21

22 25. Valentin regularly met with RAMIREZ and, at times, RAMIREZ would pop in to say “hi”
23 to Valentin and to check in on how he was doing.
23

24 26. On occasions, RAMIREZ and Valentin would have short conversations about family and life
25 in general. RAMIREZ and Valentin would also, on occasion, send each other encouraging text messages.
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D. However, CITY's Police Chief Improperly Begins to View RAMIREZ as "Disloyal" for, *Inter Alia*, Attending the Retirement Party of a then-Deputy Chief whom the Police Chief Perceived as an Enemy or Rival.

27. Shortly after this time, RAMIREZ received an invitation to Schnabl's retirement event.

28. Commander Jose Gonzalez immediately spoke to RAMIREZ about the invitation and told her that, if she was to attend, "the Chief would not be happy."

29. Concerned, RAMIREZ spoke with Valentin about what Gonzalez had told her. RAMIREZ wondered: Was this yet another test of RAMIREZ's "loyalty"? Was she being "jumped in", so to speak?

30. During this conversation, Valentin appeared to be okay with RAMIREZ attending Schnabl's retirement event.

31. However, Gonzalez later told RAMIREZ that Valentin had been aware of every person who had attended the retirement event and that it had been “a bad idea” for her to go.

E. RAMIREZ is then Threatened for Meeting with Another of the Police Chief's Perceived Rivals/Enemies, the CITY's Police Officers Association President Gerry Serrano.

32. In or about January of 2020, RAMIREZ had a meeting with Police Officer Association (“POA”) President Gerry Serrano. RAMIREZ wanted to assure that she had a good working relationship with the POA and its leadership since RAMIREZ’s subordinate evidence employees were POA members.

33. As RAMIREZ had come to understand that there were issues between Valentin and Serrano and that Valentin also considered Serrano a “rival”, RAMIREZ told Valentin about her upcoming meeting with Serrano prior to it occurring.

34. This meeting (and subsequent meetings) were strictly business and resulted from RAMIREZ doing her job as a manager.

1 35. On January 29, 2020, Valentin told RAMIREZ in a telephone call that preceded this meeting
2 with Serrano: “You better be careful who you associate with.”

3 36. RAMIREZ immediately understood that as threat not to meet with Serrano.

4 37. RAMIREZ then began to notice a lot of drama and tension between McGeachy, Schnabl and
5 Peter Semelsburger and others with whom Valentin had “issues.”

6

7 **F. CITY, Continuing with its Gang-like Actions, Threatens RAMIREZ to “Pick**
8 **a Camp.”**

9

10 38. Around this same time, Gonzalez and then Commander Robert Rodriguez went to
11 RAMIREZ’s office and told her that she needed to “pick a camp.”

12 39. (It was well known that Valentin viewed Serrano as the leader of the other “camp.”)

13

14 40. These “camps” had been the subject of much discussion throughout the department and
15 RAMIREZ felt as though she had just been delivered a message from the “gang leader” (i.e. Valentin) via
16 his more senior gang members.

17

18 41. RAMIREZ wanted no involvement whatsoever with this situation and explained to them that,
19 while she worked for Valentin, she was a CITY employee and would not be forced into choosing a “camp”.

20

21 42. RAMIREZ understood that if she chose Valentin’s “camp”, she could no longer associate
22 with those who were in Serrano’s “camp”.

23

24 43. RAMIREZ was then told that, if she did not pick a “camp”, she would end up at the bottom
25 of the hill or bottom of the food chain.

26

27 44. During this time frame, Gonzalez, Anthony Bertagna and RAMIREZ would often go to
28 lunch.

29

30 45. At the time, RAMIREZ considered Gonzalez a close work friend and felt a lot of pressure
31 from him to pick a “camp”.

46. However, RAMIREZ was steadfast in her conviction that a professional organization should not work this way and that the Santa Ana citizens expected its CITY employees to protect them from gang activity - not to act like one.

47. At one point Gonzalez and Rodriguez took RAMIREZ to dinner and again told RAMIREZ that she needed to “pick a camp.”

48. RAMIREZ understood that they liked her and that they were trying to influence her to join Valentin's "camp."

49. RAMIREZ also understood that, if they had relayed her first refusal to Valentin, RAMIREZ would have already been “cast out.”

50. RAMIREZ again told them that they were not in high school and she would not pick a "camp".

51. RAMIREZ made it very clear to them that, while she would support Valentin, she was not going to play this game of choosing sides

52. RAMIREZ told them that she would not agree to completely disassociate herself from people who were not in Valentin's "camp" and that she could not - and would not - work that way.

53. At this time, RAMIREZ hoped that, as long as she continued to do her job well and work within the boundaries taking a very neutral position, she would be allowed to simply do her work.

54 However, Valentin would not allow for that to happen

G. CITY's Police Chief Retaliated Against RAMIREZ for her Refusal to Pick a "Camp "

55. It soon became clear that RAMIREZ's refusal to pick a "camp" had been delivered to Valentin

56 The way that Valentin communicated with RAMIREZ significantly changed

57. For sake of example, when RAMIREZ attempted to walk into Valentin's office - just to say "hi" as she had many times in the past - RAMIREZ was stopped by Valentin's assistant, Elizabeth Plotnik.

58. Plotnik made clear to RAMIREZ that she was no longer allowed to just walk in.

59. Additionally, although the Tri-Tech project required Valentin's attention, the bi-weekly meetings that RAMIREZ and Valentin had been having came to an abrupt stop.

60. RAMIREZ then attempted to schedule a few meetings with Valentin, only to have him cancel each and every one of them.

H. CITY Further Retaliated Against RAMIREZ for her Participation in and Opposition to CITY’s Conduct in Violation of the Fair Employment and Housing Act.

61. In September of 2020, a Women Leaders in Law Enforcement conference was conducted online.

62. A few women CITY employees decided that, due to the training being virtual, they would attend the conference together in a group at one of the sergeant's houses.

63. All the women that attended were contacted by CITY, ordered to report to the station and ordered to participate in the remaining portion of the conference from there.

64. Needless to say, this - coupled with CITY's sexist rude reference to the event as a "pajama party" - created a lot of bad feelings.

65. Although RAMIREZ only became aware of this incident after the fact, she was asked by the women to attend the remainder of the conference with them at the station.

66 RAMIREZ was happy to attend and did so.

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1 67. After the conference was over, several of the attendees and RAMIREZ began to have a
2 discussion about how poorly women (both sworn and non-sworn) in the department were being treated under
3 Valentin's leadership.
4

5 68. RAMIREZ - as part of management - initially attempted to defend Valentin.

6 69. As soon as Valentin learned of this discussion, he instructed Rodriguez to order RAMIREZ
7 to write a "memo" regarding her discussions.
8

9 70. On September 11, 2020, RAMIREZ did as ordered and submitted her 3-page memo which
10 described the "topics of discussion" as:
11

- 12 • "The language used towards females versus males such as tone, demeanor, verbiage
13 and condescending behavior";
- 14 • "Double standards in regards to the way women are treated in general";
- 15 • "Retaliation for speaking up. If a woman complains then they are being 'emotional.'"
- 16 • "If a woman makes a 'mistake' then the mistake is magnified or highlighted
17 throughout their career and used against them."

18 71. RAMIREZ's memo also detailed how the women discussed that "this type of behavior is the
19 'culture' of the department and appears to be condoned by leadership"; "how [Valentin] is perceived to be
20 supportive of this type of behavior"; and that this behavior "starts at the top".
21

22 72. Of course, Valentin, himself, has also previously been accused of sexual harassment.
23

24 73. Additionally, while Valentin loves to give lip service to the phrase "one team, one mission",
25 he is known throughout the police department as the single largest violator of this philosophy.
26

27 74. Valentin is not only content with the division in the department but actively fosters it.
28

29 75. RAMIREZ came to understand that, when she was ordered to "write the memo", her memo
30 was actually expected to report back to Valentin regarding who said what to whom so the women at issue
31 could be "dealt with" (i.e., RAMIREZ had been expected to "rat out" the women).
32

1 76. Since RAMIREZ had written her memo in the opposite manner (i.e., to protect the women
2 who had legitimate claims regarding their treatment under Valentin), RAMIREZ's memo - which spoke to
3 the tone and message that the women were trying to communicate - displeased Valentin and was ultimately
4 described by him as "very vanilla".
5

6 77. In sum, Valentin was upset that the memo failed to provide him with the identifying
7 information so that Valentin could use it later to retaliate against the individual women.
8

9 78. (RAMIREZ is informed and believes that these women have made their own claims against
10 CITY.)

11 79. After RAMIREZ wrote her memo, Valentin went to meet with the women.

12 80. RAMIREZ did not attend that meeting but learned that Valentin simply walked into the room
13 accompanied by Rodriguez and Lourdes Ferrer, introduced them to the group and told the women that, if
14 they had any issues with him or anyone in the department, they could report it to either Rodriguez or Ferrer.
15

16 81. Valentin then turned and left.

17 82. By doing so, Valentin made it abundantly clear that he had no interest whatsoever in
18 addressing the real issues set forth in RAMIREZ's memo.
19

20 83. Rather, Valentin simply said: "If you have a complaint, see these people."

21 84. Valentin's abject lack of leadership at this pivotal moment was a serious blow to the
22 department.
23

24 **I. CITY Continued to Unlawfully Retaliate Against RAMIREZ.**

25 85. Valentin's demeanor and actions towards RAMIREZ continued to deteriorate and escalate.

26 86. In or around May/June of 2021, a Public Records Act ("PRA") Request was submitted for
27 an email from Sergeant Jim Armstrong to Valentin and others.
28

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1 87. Assistant City Attorney Tamara Bogosian reviewed the PRA and provided RAMIREZ with
2 the document to be released.

3 88. The document was then released and printed in a local publication.

4 89. Valentin immediately called a meeting - with an approximate 10-minute notification - to
5 include RAMIREZ, Bogosian, Plotnik and others.

6 90. (This was the first time RAMIREZ had met with Valentin - for any reason - in over one year.)

7 91. The obviously-angry Valentin asked why the email had been released.

8 92. RAMIREZ explained that it had been released because it was a responsive public record.

9 93. Despite Bogosian's specific statement to Valentin that she had instructed RAMIREZ to
10 release the document, Valentin became obviously upset with RAMIREZ (not Bogosian), excused
11 RAMIREZ from the meeting and then continued the meeting with the rest of the attendees.

12 94. It was evident that RAMIREZ had clearly become Valentin's "fall-guy" - first because she
13 refused to pick a "camp", then because she submitted a memo that did not "rat" on others and then because
14 she refused to withhold properly responsive documents from a PRA request.

15 **J. CITY Continued to Unlawfully Retaliate Against RAMIREZ.**

16 95. Shortly afterwards, although RAMIREZ served as the legally-recognized "custodian of
17 records" for CITY who was legally bound to abide by the PRA, Valentin, in an obvious improper effort to
18 control publicly released information, removed RAMIREZ from the handling of any PRAs that were
19 associated with Valentin or his office, the Voice of OC and the POA (or anyone associated with the POA).

20 96. Rather than Valentin following the law (and/or blaming Bogosian for certain decisions),
21 Valentin refused to follow the law, blamed RAMIREZ and began to talk behind RAMIREZ's back, falsely
22 implying to various persons in leadership that RAMIREZ did not know how to do her job.
23

24 // /

1 97. Additionally, Bogosian falsely accused RAMIREZ of attempting to release documents to
2 Serrano and, thereafter, Valentin repeated this false claim at a senior management meeting.
3

4 98. Then, after CITY was sued for failing to release records related to the Brandon Lopez
5 shooting, Sergio Enriquez improperly attempted to blame RAMIREZ for responding - although she had
6 responded in the exact manner that she had been instructed by him.
7

8 99. Valentin - in a further attempt to improperly "manage" the information provided (or, more
9 accurately, not provided) to Serrano - appointed Enriquez to respond to the PRAs.
10

K. CITY Continued to Unlawfully Retaliate Against RAMIREZ.

11 100. Relative to many of the above events, RAMIREZ has been identified as a witness in various
12 other legal matters pending against CITY regarding Valentin's conduct and, to date, has participated in at
13 least three separate interviews in which she provided testimony in cases brought by other employees.
14

15 101. The *Fair Employment and Housing Act* protects - not only employees who themselves make
16 retaliation, discrimination and harassment claims but - those, like RAMIREZ who: (1) make a charge,
17 testify, assist or participate in any manner in proceedings or hearings under the statute (the "participation
18 clause"); and/or (2) oppose acts made unlawful by the statute (the "opposition clause"). *Government Code*,
19 §12940(h).

20 102. CITY's retaliation against RAMIREZ's for her participation in these matters (and for
21 RAMIREZ's expressed opposition to Valentin and CITY's conduct) was clearly additional unlawful
22 retaliation and harassment.
23

L. CITY Continued to Unlawfully Retaliate Against RAMIREZ.

24 103. On January 26, 2022, RAMIREZ attended a meeting and Valentin was in the room and he
25 said in front of everyone: "Rita Ramirez, you're still here, huh?", to which RAMIREZ replied: "Yes sir,
26 unless you fired me, and I didn't know about it."
27

1 104. Valentin then said: "I haven't seen your name in lights lately".

2 105. RAMIREZ responded: "Just laying low, sir".

3

4 **M. As a Result of CITY's Unlawful Retaliation and Harassment, RAMIREZ was**

5 **Forced to Take a Leave of Absence. CITY Continued to Retaliate.**

6 106. On March 15, 2022, RAMIREZ was forced to take a leave of absence as a result of the above-
7 described ongoing treatment.

8 107. Although RAMIREZ continued to work part-time from home approving reports and fulfilling
9 certain other responsibilities, she was forced to use her own sick time during this time.

10 108. During this time, CITY, in retaliation, removed the bulk of responsibilities from RAMIREZ
11 (including all PRA requests even though RAMIREZ was not only the official custodian of records but the
12 most trained and qualified individual in the police department), only to give her command authority over
13 the CDC/Facilities - with which RAMIREZ had absolutely no experience.

14 109. RAMIREZ learned about this change - not from Valentin himself or from CITY's Human
15 Resources Department but - from a fellow employee who contacted RAMIREZ to ask what had happened.

16 110. RAMIREZ told this employee that she had no idea what the employee was talking about.

17 111. The employee then told RAMIREZ that a department-wide email had gone out which
18 publicized the changes in RAMIREZ's job responsibilities.

19 112. (This issue was only addressed after RAMIREZ complained to her direct supervisor and later
20 learned that the Police Management Association president met with Valentin.)

21

22 **N. On April 6, 2022, RAMIREZ Made a Formal Written Complaint.**

23 113. On April 6, 2022, RAMIREZ submitted an Inappropriate Conduct Complaint Report against
24 Valentin to which CITY failed to appropriately respond.

25 114. On May 3, then Deputy Chief Eric Paulson sent the following email to Jason Motsick:

26 // /

1 “Attached to this communication is a performance evaluation for Manager Rita Ramirez. Not
2 knowing if Manager Ramirez will return to work, I wanted to ensure her performance was
3 documented before my retirement next week. For your awareness, Rita's evaluation is not due
4 until July 3rd, but I felt compelled to provide the City with my evaluation/observations of her
5 performance for nine (9) of the 12 months of her rating period.”

6 115. Although RAMIREZ is informed and believes that persons specifically substantiated
7 RAMIREZ's claims when interviewed during the “investigation”, on August 25, 2022, CITY provided
8 RAMIREZ with a “Notice of Completion of Investigation” which stated, in pertinent part, that “it was
9 determined that the allegations were not sustained” and that CITY “determined that no violation of policy
10 occurred.”

11 116. However, as later succinctly stated by Serrano following the results of yet another CITY
12 “investigation”:

13 “Clearly the city has no commitment to provide a discrimination and harassment free workplace,
14 rather quite the contrary. There has been numerous complaints and allegations of cover-up,
15 retaliation, excessive force, corruption, etc. yet every single complaint is dismissed in this fashion.

16 Clearly, this is disheartening and again reasons and evidence why the police department is so toxic
17 and the morale is lower than ever with officers leaving and even looking for career changes.

18 Very, very disappointing!!!”

19 **O. On June 20, 2022, RAMIREZ was Constructively Terminated.**

20 117. On June 20, 2022, RAMIREZ forwarded the following email:

21 “As the City is well aware, I have made a complaint regarding the ongoing harassment,
22 discrimination and retaliation that I have endured. I am also aware that other City employees
23 have made similar complaints and endured similar treatment. In fact, it appears my
24 involvement in these other complaints has also led to additional retaliation against me.

25 Despite the City's knowledge of the above, the situation has escalated to the point where my
26 working conditions have become intolerable. As such, and while I previously loved my job
27 and planned to remain employed for additional years, I certainly wished to end my career
28 under different circumstances. Based on all facts regarding this matter I have no choice but
 to retire from my position with the City, effective July 7, 2022, as returning to work in the
 current conditions would be impossible.

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1 Please forward to me today (via email) my fully-executed Performance Evaluation, sent to
2 you early last month by my supervisor Deputy Chief Paulson prior to his retirement. Please
3 also forward to me today (via email) any necessary documentation to effectuate my
4 retirement. I expect to receive my 5% performance bonus that is due to me on July 3, 2022.

5 Finally, as I have been forced to burn my own time during my forced off absence over the
6 past two months, please confirm today that the City will reimburse me for that time.

7 Please confirm receipt of this email.”

8 118. Additionally, CITY refused to both honor RAMIREZ’s earned 5% performance bonus and
9 to reimburse RAMIREZ for the personal time she was forced to use as a result of Valentin’s conduct.

10 119. On July 7, 2022, Claimant was constructively terminated.

11 **FIRST CAUSE OF ACTION**

12 **RETALIATION IN VIOLATION OF LABOR CODE §1102.5**

13 **(Against All DEFENDANTS)**

14 120. RAMIREZ realleges Paragraphs 1 through 121 above and incorporates same as though fully
15 set forth herein.

16 121. RAMIREZ, as described more fully above, reported/disclosed to a government agency and/or
17 law enforcement agency and/or a person with authority over her or to an employee with authority to
18 investigate, discover, or correct legal violations and/or noncompliance to DEFENDANTS. RAMIREZ had
19 reasonable cause to believe that the information reported/disclosed a violation of state, or federal statute
20 and/or a violation of and/or noncompliance with a local, state and/or federal rule and/or regulation [i.e.,
21 *Penal Code §§186.22, 13670 and Assembly Bill 958 (prohibition of gangs among police officers);*
22 *Government Code §§12900-12999 (California Fair Employment and Housing Act; Government Code*
23 *§§12945.2 et seq.); Government Code §§6250 et seq. (California Public Records Act), Penal Code §832.7.]*
24 In response to the disclosures and complaints initiated by RAMIREZ, DEFENDANTS retaliated against
25 RAMIREZ as more fully described herein.

122. Because of the retaliation that RAMIREZ faced, RAMIREZ was constructively terminated (i.e., was forced to resign).

123. DEFENDANTS' treatment of and response to the disclosures, complaints and grievances filed by RAMIREZ was in violation of *Labor Code* §1102.5.

124. RAMIREZ's reporting/disclosure of information was a contributing factor in RAMIREZ's constructive termination.

125. As a direct result of DEFENDANTS' actions as alleged above, RAMIREZ suffered harm and injury that was legally (proximately) caused by the conduct of DEFENDANTS. Said harm and injury includes, but is not limited to, special (economic) damages, general (non-economic) damages, litigation costs, future damages and past damages, lost economic earning capacity in future employment endeavors and such further relief as shown at the time of Trial and in excess of the minimal jurisdictional of this Court.

126. Additionally, as a direct and proximate result of the above-described acts of DEFENDANTS, RAMIREZ has necessarily incurred attorney's fees and costs and she is entitled, per, *inter alia, Labor Code* §§98.6(b), §1105, 1102.5(f), *Code of Civil Procedure* §1021.5 and Assembly Bill 1947 to the reasonable value of such attorney's fees and costs.

SECOND CAUSE OF ACTION

**RETALIATION IN VIOLATION OF THE
FAIR EMPLOYMENT AND HOUSING ACT
(Against All DEFENDANTS)**

127. RAMIREZ realleges Paragraphs 1 through 126 above and incorporates same as though fully set forth herein.

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111

1 128. Section 12940, *et. seq.* of the California *Government Code* makes it unlawful for an employer
2 to retaliate against an employee in “terms, conditions or privileges of employment” because of their
3 protected status. The Fair Employment and Housing Act (“FEHA”) protects, not only employees who make
4 a FEHA claim, but also, those who oppose acts made unlawful by the statute and/or testify, assist or
5 participate in any manner in proceedings or hearings.

6
7 129. As referenced above, DEFENDANTS retaliated against RAMIREZ: (1) for her “opposition”,
8 “assistance” and/or “participation” in the FEHA claim of others; and (2) for the making of her own FEHA
9 claim.

10
11 130. As detailed above, DEFENDANTS engaged in an action or a course and pattern or conduct
12 that, taken as a whole, materially and adversely affected the terms, conditions and/or privileges of
13 RAMIREZ’s employment.

14
15 131. As also detailed above, RAMIREZ was treated differently by DEFENDANTS because of her
16 protected status [i.e., sex/gender, disability (physical or mental), association with a member of a protected
17 class, family care or medical leave and for engaging in protected activities (participating as a witness in a
18 discrimination/harassment complaint, reporting/resisting discrimination/retaliation, requesting/using a
19 disability related accommodation, requesting/using family care and medical leave].

20
21 132. As a direct and legal result of the retaliation against RAMIREZ due to her protected status,
22 RAMIREZ suffered harm and injury that was legally (proximately) caused by the conduct of
23 DEFENDANTS. Said harm and injury includes, but is not limited to, special (economic) damages, general
24 (non-economic) damages, attorneys’ fees [per *Government Code* §12965(b)], litigation costs, future damages
25 and past damages, lost economic earning capacity in future employment endeavors and such further relief
26 as shown at the time of Trial and in excess of the minimal jurisdictional of this Court.
27
28 ///

133. In addition to the damages sought above, as a proximate result of DEFENDANTS' actions as alleged above, RAMIREZ will also seek all damages allowed by the *Code. Government Code*, §12965(c).

THIRD CAUSE OF ACTION

DISCRIMINATION IN VIOLATION OF FAIR EMPLOYMENT AND HOUSING ACT

(PLAINTIFF Against All DEFENDANTS)

134. RAMIREZ realleges Paragraphs 1 through 133 above and incorporates same as though fully set forth herein.

135. Section 12940, *et. seq.* of the California *Government Code* makes it unlawful for an employer to discriminate against an employee in “terms, conditions or privileges of employment” because of the protected status. DEFENDANTS engaged in an action or a course and pattern or conduct that, taken as a whole, materially and adversely affected the terms, conditions and/or privileges of RAMIREZ’s employment.

136. RAMIREZ was treated differently by DEFENDANTS because of her protected status [i.e., sex/gender, disability (physical or mental), association with a member of a protected class, family care or medical leave and for engaging in protected activities (participating as a witness in a discrimination/harassment complaint, reporting/resisting discrimination/retaliation, requesting/using a disability related accommodation, requesting/using family care and medical leave].

137. As a direct and legal result of the discrimination RAMIREZ suffered due to her protected status, RAMIREZ suffered harm and injury that was legally (proximately) caused by the conduct of DEFENDANTS. Said harm and injury includes, but is not limited to, special (economic) damages, general (non-economic) damages, attorneys' fees [per *Government Code* §12965(b)], litigation costs, future damages and past damages, lost economic earning capacity in future employment endeavors and such further relief as shown at the time of Trial and in excess of the minimal jurisdictional of this Court.

FOURTH CAUSE OF ACTION

HARASSMENT IN VIOLATION OF FAIR EMPLOYMENT AND HOUSING ACT

(PLAINTIFF Against All DEFENDANTS)

138. RAMIREZ realleges Paragraphs 1 through 137 above and incorporates same as though fully set forth herein.

139. The harassment included but was not limited to unwanted and unwelcome comments directly to RAMIREZ that were reported to and by RAMIREZ, as further alleged herein above. As further alleged herein above, DEFENDANTS entirely failed to respond as mandated by law.

140. The harassing conduct from DEFENDANTS was so severe, widespread or persistent that a reasonable person in RAMIREZ's circumstances would have considered the work environment to be hostile and abusive. RAMIREZ considered the work environment to be hostile or abusive.

141. DEFENDANTS whether or not named or designated as a Doe was/were a supervisor with actual or reasonably perceived authority over RAMIREZ and engaged in the harassing conduct against RAMIREZ.

142. RAMIREZ was harmed and DEFENDANTS' conduct was a substantial factor in causing RAMIREZ's harm.

143. As a direct and legal result of the harassment RAMIREZ suffered due to her protected status [i.e., sex/gender, disability (physical or mental), association with a member of a protected class, family care or medical leave and for engaging in protected activities (participating as a witness in a discrimination/harassment complaint, reporting/resisting discrimination/retaliation, requesting/using a disability related accommodation, requesting/using family care and medical leave], RAMIREZ suffered harm and injury that was legally (proximately) caused by the conduct of DEFENDANTS. Said harm and injury includes, but is not limited to, special (economic) damages, general (non-economic) damages,

1 attorneys' fees [per *Government Code* §12965(b)], litigation costs, future damages and past damages, lost
2 economic earning capacity in future employment endeavors and such further relief as shown at the time of
3 Trial and in excess of the minimal jurisdictional of this Court.
4

5 **FIFTH CAUSE OF ACTION**

6 **FAILURE TO TAKE CORRECTIVE ACTION**

7 **IN VIOLATION OF FAIR EMPLOYMENT AND HOUSING ACT**

8 **(PLAINTIFF Against All DEFENDANTS)**

9
10 144. RAMIREZ realleges Paragraphs 1 through 143 above and incorporates same as though fully
11 set forth herein.

12 145. DEFENDANTS are suffering/have suffered with a number of lawsuits and complaints
13 (including but not limited to the complaints from RAMIREZ) alleging discrimination, retaliation and
14 harassment and putting DEFENDANTS on notice and providing knowledge of the need to eliminate
15 discrimination, retaliation and harassment.

16 146. Under the law, as well as their own policies, DEFENDANTS had an obligation to take
17 corrective action to prevent further discrimination, retaliation and harassment of RAMIREZ but failed to
18 do so in violation of Section 12940, *et. seq.* of the California *Government Code*. DEFENDANTS failed to
19 conduct proper investigations, failed to turn over the results of these investigations, failed to implement
20 proper policies to prevent discrimination, retaliation and harassment and failed to properly punish those in
21 engaged in misconduct to deter further such future actions.

22 147. As a direct and legal result of the treatment RAMIREZ suffered due to her protected status,
23 RAMIREZ suffered harm and injury that was legally (proximately) caused by the conduct of
24 DEFENDANTS. Said harm and injury includes, but is not limited to, special (economic) damages, general
25 (non-economic) damages, attorneys' fees [per *Government Code* §12965(b)], litigation costs, future damages

1 and past damages, lost economic earning capacity in future employment endeavors and such further relief
2 as shown at the time of Trial and in excess of the minimal jurisdictional of this Court.
3
4

5 WHEREFORE, RAMIREZ prays for Judgment against DEFENDANTS, and each of them, as
6 follows:

7 1. For compensatory damages, including loss of earnings, deferred compensation, bonuses,
8 vacation and other employment perquisites and other special and general damages according to proof;
9
10 2. Damages for pain and suffering and emotional distress;
11 3. Interest, including pre-judgment interest, at the prevailing legal rate;
12 4. Attorneys' fees and costs incurred herein; and
13 5. Costs of suit; and
14 6. Such further and other relief as the Court deems just and proper.

16
17 **REQUEST FOR TRIAL BY JURY**
18

19 RAMIREZ hereby demands a Trial by Jury.
20

21 DATED: October 21, 2022

22 LAW OFFICE OF LAWRENCE J. LENNEMANN
23

24 By: Lawrence J. Lennemann
25 LAWRENCE J. LENNEMANN
26 Attorneys for Plaintiff RITA RAMIREZ
27
28