

1 **LAW OFFICES OF GARY S. BENNETT**
2 **GARY S. BENNETT - State Bar No. 162411**
3 23161 Mill Creek Drive, Suite 340
4 Laguna Hills, California 92653
5 Telephone (949) 837-9091
6 Facsimile (949) 837-8240

7 Attorneys for Plaintiffs

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE
OCT 21 2013
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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF RIVERSIDE**

ERIC 1311889

12 PAUL EARLY, ANNE SCHNEIDER, and)
13 ALBERT BRADY,)

14 Plaintiff,

15 vs.

17 THE CITY OF MORENO VALLEY,)
18 THOMAS OWINGS, SUZANNE)
19 BRYANT, MARCELO CO, MICHAEL)
20 GELLER, and DOES 1 through 200,)
21 Inclusive,)

22 Defendants.

CASE NO.
UNLIMITED CIVIL CASE

Assigned for all purposes to:

COMPLAINT FOR DAMAGES

- 1. Violation of Ca.Lab.Code 1102.5;
- 2. P.A.G.A. Violation of Ca. Lab. Code § 1102.5, pursuant to Ca. Lab. Code § 2699, et. Seq.;
- 3. Breach of Contract;
- 4. Breach of Covenant of Good Faith and Fair Dealing;
- 5. Intentional Interference with Contractual Relationship;
- 6. Intentional Infliction of Emotional Distress;
- 7. Invasion of Privacy;
- 8. False Light;
- 9. Defamation;
- 10. Malicious Prosecution;
- 11. Abuse of Process;
- 12. Declaratory Relief;
- 13. Indemnification.

DEMAND FOR JURY TRIAL

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1 December 11, 2010, and thereafter acted outside the course and scope of his Council position
2 and authority. Additionally Defendant CO resides in the CITY and owns a number of parcels
3 of real property within the CITY.

4 8. The true names and capacities of defendants named herein as DOES 1 through
5 200, Inclusive, whether individual, corporate, associate, or otherwise, as unknown to
6 Plaintiffs who therefore sue such defendants by such fictitious names pursuant to *California*
7 *Code of Civil Procedure*, §474. When the true names and capacities of said defendants are
8 ascertained by Plaintiffs, Plaintiffs will ask leave of court to amend this complaint and insert
9 such true names and capacities.

10 9. Plaintiffs are informed and believe and thereon alleges that at all times herein
11 mentioned (unless stated otherwise) each of the defendants, including the fictitiously named
12 defendants, was the agent, employee and servant of each of the remaining defendants, and in
13 doing the acts hereinafter alleged, was acting within the course and scope of such agency and
14 employment, and with the permission and consent of such co-defendants. Plaintiffs are
15 informed and believe and based upon such information and belief thereon allege
16 that DOE defendants are California residents, and that such defendants, and each of them, is
17 in some way negligent or responsible for the events and happenings herein referred to which
18 proximately resulted in those injuries and damages to the Plaintiffs as herein alleged.
19 Plaintiffs will amend this Complaint to show true names and capacities of such DOE
20 defendants when ascertained.

21
22 **ALLEGATIONS PERTAINING TO CLAIMS OF PLAINTIFF EARLY**

23 10. Plaintiff EARLY started his employment with Defendant CITY on March 5,
24 2007, and had a written contract (hereinafter "Contract") for his position as a Deputy City
25 Attorney III. That contract was amended on June 2, 2009, and has remained in full force and
26 effect since that time. (A true and correct copy of Plaintiff EARLY's Contract is attached
27 hereto and made a part hereof as Exhibit "A"). The Contract specifically states in Paragraph
28 3 that the City Attorney or Interim City Attorney can terminate the Contract with 120 days

1 notice in writing.

2 11. Going back a number of years, the City had continuous code enforcement
3 problems with Defendant CO. These problems resulted in a series of criminal complaints
4 being filed against him. During these numerous filings, as a Deputy City Attorney, Plaintiff
5 EARLY coordinated with a number of other departments within the City as well as
6 prosecuting the violations.

7 12. On or about July 1, 2009 Defendant CITY entered into a Memorandum of
8 Understanding ("MOU") with the Moreno Valley City Employees Association ("MVCEA")
9 which provided that, effective July 10, 2009, a 10% reduction in work schedule and salary for
10 those employees. Although Plaintiff EARLY was not a member of the MVCEA and was not
11 governed in by the MOU, Defendant CITY unlawfully subjected Plaintiff EARLY to the 10%
12 pay reduction, despite the fact that he had a written contract that governed his employment
13 and compensation.

14 13. In or about early 2010, CO filed papers to run for City Council for the CITY.
15 Prior to CO filing his papers to run for City Council, there had been two cases filed against
16 him for code violations. One of the cases had been resolved and dismissed, and the second
17 case was still pending.

18 14. Subsequently CO was elected to the City Council in the November election of
19 2010. At that time, the prosecution of the pending code enforcement criminal filings were
20 referred to the Riverside District Attorney's Office, and Plaintiff EARLY was the CITY
21 liaison with Riverside Deputy District Attorney Lauren Dossey. Ultimately a plea bargain
22 was struck between the Riverside District Attorney's Office and CO, and he was placed on
23 probation. It should be noted that CO had been represented in regard to these code
24 enforcement prosecutions by an attorney named Michael Geller. Mr. Geller was the law
25 partner of Richard Stewart, the then Mayor of the City of Moreno Valley.

26 15. However, continuing code enforcement issues persisted with CO, and it then
27 came to the attention of the CITY that CO was threatening field personnel with their jobs.
28 This was obviously an abuse of CO's position as a City Council member. In addition, CO

1 was not complying with the terms and conditions of his probation.

2 16. For instance, CO built a wall in front of his private residence on the CITY's
3 right-of-way, which he was ordered to remove as a term of his probation. Instead of taking
4 enforcement action against CO, Barry Foster, Director of Community & Economic
5 Development, attempted to contrive a way for CO to keep his wall. This was an obvious sign
6 of preferential treatment based on the fact that CO was a City Council member.

7 17. Mr. Foster solicited Plaintiff EARLY to get the wall adopted. The wall was
8 ultimately approved subject to CO submitting proof of insurance. However, the insurance
9 submitted by CO to Plaintiff EARLY did not meet the standard required by the CITY.
10 Subsequently a battle ensued with Plaintiff EARLY being the brunt of CO's attacks.

11 18. Also following his election, CO and another CITY Council member named
12 Jesse L. Molina started attempting to make substantial changes to the CITY's Code
13 Enforcement Department.

14 19. Then in or about November 2012, Defendant OWINGS, a former CITY
15 Planning Commissioner was elected to the City Council. OWINGS was subsequently
16 nominated as Mayor, and CO was nominated as Mayor Pro-Tem.

17 20. In or about December 2012 OWINGS emerged from a closed council session
18 and retrieved Defendant BRYANT. Robert Hansen was placed on Administrative leave as
19 the City Attorney, and BRYANT was appointed as Acting City Attorney. Plaintiffs are
20 informed and believe that Mr. Hansen's placement on Administrative leave was as a result of
21 his voicing legal concerns about Highland Fairview's (owned by Iddo Benzeevi) Skechers
22 development, and that those legal concerns were in direct opposition to those of several
23 elected public officials within the CITY.

24 21. With Mr. Hansen's placement on Administrative leave, the City Attorney's
25 Office was left with only two attorneys, Plaintiff EARLY and Defendant BRYANT.
26 BRYANT had been advisor to the Planning Commission.

27 22. In or about October 2012, Plaintiff EARLY was informed that the second story
28 of City Hall was to be remodeled. In early January 2013 BRYANT and Plaintiff EARLY

1 went to inspect the new office space for the City Attorney's Office in the annex building.
2 This location contained independent office space for each attorney pursuant to City policy for
3 Division Manager employees and as necessary to fulfill the confidential nature of EARLY's
4 employment.

5 23. In or about January 2013, Plaintiff EARLY learned that his office would not be
6 in the annex building, but rather he would be moved into a cubicle downstairs in the main
7 building. Plaintiff EARLY was informed that only one other Division Manager (Dante Hall),
8 besides himself, was not being moved into an office. Plaintiff EARLY started to grow
9 concerned that he was going to be targeted, just like Mr. Hansen had been.

10 24. Additionally the code enforcement violations by CO continued. A follow-up
11 inspection on CO's property resulted in the Riverside District Attorney's Office filing a
12 probation violation against CO. CO had business equipment stored on his residential property
13 which he was ordered to remove as a term of his probation. When being re-inspected, CO
14 moved the business equipment to an adjacent lot which his mother occupied.

15 25. In or about late January 2013, word came down to Code Enforcement and the
16 Building Department from Barry Foster, not to add this latest violation to CO's probation
17 violations. Mr. Foster stated that the CITY would only deal with it if there is a complaint.

18 26. On or about January 9, 2013, Plaintiff SCHNEIDER with Building and Safety
19 did a drive-by inspection of CO's property. Defendant CO started yelling at her. Plaintiff
20 SCHNEIDER then emailed Plaintiff EARLY copies of her report and photographs and
21 advised that she was also forwarding these to the Riverside District Attorney's Office
22 (although unbeknownst to EARLY, SCHNIEDER did not actually forward the materials to
23 the District Attorney's Office). At the time of this incident Plaintiff EARLY was out of the
24 office, on vacation.

25 27. Also on or about January 9, 2013, while EARLY was on vacation, BRYANT
26 also sent EARLY a text message advising him not to communicate with anyone about CO's
27 properties until they spoke. EARLY telephoned BRYANT and she advised that she had a
28 meeting with the City Manager, Defendant OWINGS and Barry Foster (Michael Geller

1 appeared telephonically), and the business equipment on the adjacent lot to CO's was not
2 going to be a probation violation. Plaintiff EARLY is informed and believes and based upon
3 such information and belief thereon alleges that Deputy District Attorney Dorsey also
4 participated telephonically in the meeting.

5 28. On or about January 23, 2013, when EARLY returned from vacation,
6 SCHNEIDER called him and asked if he still had the photographs of CO's property that she
7 had sent him, and asked that EARLY forward the photographs to the Riverside District
8 Attorney's Office. Within one hour, Plaintiff EARLY saw OWINGS huffing down the hall
9 towards BRYANT's office. Plaintiff EARLY was then ordered by OWINGS into a meeting
10 with OWINGS and BRYANT, wherein OWINGS proceeded to chastise, threaten, and
11 intimidate EARLY for 45 minutes about why the photographs of CO's property were sent to
12 the District Attorney's Office, and why EARLY was cooperating with the District Attorney's
13 Office in regard to CO. BRYANT sat quietly, allowing OWINGS to chair the meeting, as
14 well as allowing him to chastise, threaten, and intimidate Plaintiff EARLY.

15 29. Plaintiff EARLY is informed and believes that Defendant OWINGS' conduct in
16 this meeting exceeded his authority and power, and was outside the scope of his position as a
17 CITY Council member.

18 30. During the meeting Plaintiff EARLY advised OWINGS that he was concerned
19 about the legal ethics issues of discussing a criminal investigation, and Defendant OWINGS
20 appeared visibility upset. OWINGS asked Plaintiff EARLY why he had sent the
21 photographs, to which EARLY responded that SCHNEIDER had asked him to do so.
22 OWINGS then insisted that EARLY call SCHNEIDER to come up to the meeting, which
23 EARLY did (it should be noted that OWINGS insisted he hear the conversation between
24 EARLY and SCHNEIDER). SCHNEIDER then came into the meeting and advised
25 OWINGS that the Riverside District Attorney's Office had requested the photographs.

26 31. During the meeting OWINGS received a telephone call from Attorney Michael
27 GELLER on his cellular telephone. During the telephone conversation OWINGS stated to
28 GELLER, "I'm getting to the bottom of this." Plaintiff EARLY ultimately left the meeting,

1 however OWINGS and BRYANT continued to meet for at least another 30 minutes after
2 EARLY left.

3 32. Following the meeting, EARLY went back to his office and typed up a
4 memorandum memorizing the events in the meeting, and gave the memorandum to BRYANT
5 the next day along with another memorandum regarding furlough monies which had been
6 withheld from his paycheck in violation of his contract with the CITY. BRYANT
7 subsequently advised Plaintiff EARLY that she could no longer talk to him without the
8 Human Resource Director, Tom DeSantis, being present.

9 33. On or about January 30, 2013, Plaintiff EARLY was advised by BRYANT and
10 Mr. DeSantis that an investigation was pending and being conducted by Attorney Bradley
11 Neufeld.

12 34. Plaintiff EARLY was subsequently interviewed by Mr. Neufeld in early
13 February 2013, and he provided Mr. Neufeld with a list of Penal Code and Government Code
14 sections that he believed in good faith were violated by CITY officials. It should be noted
15 that these code sections were also included in Plaintiff EARLY's memorandum to BRYANT.

16 35. On March 6, 2013 there was a Council study session on Code Enforcement
17 Remedies. Both Plaintiff EARLY and Plaintiff BRADY were told not to attend the meeting,
18 despite the fact that this was their areas of expertise. OWINGS made comments that Plaintiff
19 EARLY was a full-time prosecutor and that he sees him all the time in court, standing around.
20 Both of these statements by OWINGS were inaccurate and Plaintiff EARLY is informed and
21 believe and based upon such information and belief thereon alleges were intended to
22 besmirch his professional reputation, but also intended to harass him based on his previous
23 prosecutions against Defendant CO.

24 36. On or about March 6, 2013, BRYANT was out of town, and EARLY was asked
25 to sit in as counsel for a special meeting for interviews for Planning Commission seats.
26 OWINGS continued to make harassing comments toward Plaintiff EARLY in front of other
27 Council members, members of the public, and Planning Commission candidates.

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1 37. On or about March 12, 2013 Plaintiff EARLY was asked to complete a Request
2 For Proposals Packet for attorney services. EARLY had no idea at the time that he was
3 actually being asked to write the RFP for his replacement.

4 38. On March 14, 2013, Plaintiff EARLY was given notice by Acting City Attorney
5 BRYANT that he was being laid off due to budget cuts. EARLY is informed and believes
6 and based upon such information and belief thereon alleges that his Contract could only be
7 terminated by the City Attorney or Interim City Attorney (Contract ¶ 3), and that BRYANT as
8 Acting City Attorney had no authority to terminate. EARLY is further informed and believes
9 and based upon such information and belief thereon alleges that Robert Hansen was in fact
10 still the City Attorney at this time. As such Defendant CITY has not in fact given EARLY
11 proper 120 day written notice pursuant to the Contract, and as such the Contract has not been
12 terminated.

13 Apparently four City employees were being affected by the lay off:

- 14 a. Plaintiff EARLY;
15 b. Plaintiff SCHNEIDER;
16 c. Plaintiff BRADY; and
17 d. Dante Hall.

18
19 Of the four employees affected, three (Plaintiffs EARLY, SCHNEIDER and BRADY) were
20 all involved in the code enforcement actions against Co. As for Dante Hall, his position had
21 already been slated for elimination because of the elimination of funding for the
22 Redevelopment Department, and would have been eliminated without the alleged budget cuts.

23 39. Although the March 14, 2013 layoff notice was not effective until June 30,
24 2013, EARLY was placed immediately on administrative leave and escorted from the
25 building.

26 40. Further, Plaintiff EARLY had complained about conduct of elected officials
27 involving Brown Act violations, and he believes that the motivation of certain public officials
28 to limit the power of Code Enforcement, the Building Department, and the City Attorney's

1 office, is part of a large scheme tied to certain developers in the CITY, and others associated
2 with them.

3
4 **ALLEGATIONS PERTAINING TO CLAIMS OF PLAINTIFF SCHNEIDER**

5 41. Plaintiff SCHNEIDER began her employment at Defendant CITY in July
6 2010.

7 42. Immediately after Plaintiff SCHNEIDER began her employment with CITY,
8 she was pressured to issue a "foundation only" building permit for the Skechers project being
9 built by Highland Fairview and Iddo Benzeevi. After action by the City Council directing
10 approval of a foundation only permit, SCHNEIDER issued the permit on or about July 15,
11 2010. The Building Code requires that a building permit be issued only if the proposed
12 project is in compliance with the codes at the time of permit issuance. This project was not in
13 compliance. The reason it was not in compliance was because the property on which they
14 wished to build consisted of multiple lots under common ownership. The property was later
15 merged with a parcel map creating a single lot for construction of the project in or about
16 August 2010. At the time the permit was issued the building construction plans did not
17 address the construction requirements for a building with construction crossing property lines.
18 The construction was completed under the supervision of Dale Brose, Building Inspector II.
19 The project was a source of conflict on a nearly daily basis because of requests to approve
20 deviations in normal process or proceed in violation of Building Code requirements and
21 contrary to policy and/or best practices for construction projects. Barry Foster repeatedly
22 contacted Plaintiff SCHNEIDER and her staff to request that items that were not approved be
23 approved without correction and other violations.

24 43. Prior to Plaintiff SCHNEIDER starting her employment with CITY, an
25 enforcement case was initiated under the previous Building Official, Gary Kyle (retired)
26 against Defendant CO for violations at 25164 Atwood. The case was opened when Ron
27 Weilin, (retired) Building Inspector noted that, visible from the public street, there was a large
28 metal building, that based on research of CITY records, was constructed without permits.

1 Although the case was opened based on the observation from the street, the property was not
2 inspected by the CITY until in or about May 2011.

3 44. CO had initiated a Planning Application to attempt to legalize the construction
4 at the Atwood property. That application was eventually approved by Planning and set
5 specific conditions of approval that were required for the final approval of the construction by
6 Building & Safety. The documents provided to Planning identified many areas of illegal
7 construction besides the metal building that was the subject of the original complaint. This
8 un-permitted construction was revealed by CO even though the CITY did not have specific
9 information about the other illegal structures.

10 45. In or about August 2010 CO filled papers and began a run for City Council. In
11 or about November 2010, he won election to District 3, which was not the location of the
12 Atwood residence. That residence had been CO's primary home up until he filed for his
13 council run in District 3. Plaintiff SCHNEIDER is informed and believes and based upon
14 such information and belief thereon alleges that evidence exists that CO used the Atwood
15 property as his home, his personal business office, managed his rental properties and
16 managed, stored and ran a commercial business from the Atwood property.

17 46. Over the course of the next few months the scope of the project that
18 Councilman CO attempted to have approved changed repeatedly. As an example, CO
19 provided construction plans from a firm in North Dakota for the construction of the metal
20 building that was initially the subject of the complaint. These plans clearly showed that the
21 engineering design of the building did not meet the minimum Building Code requirements for
22 the State of California.

23 47. The metal building that was the subject of the original complaint, eventually
24 was completely removed in or about 2012. At the last inspection of the property, from the
25 public street and the access easement to the west of the Atwood property, all the construction
26 that eventually was included in the prosecution of Councilman CO had been removed. The
27 probation violation that was recorded in or about January 2013 was for failure to remove the
28 construction debris generated from the demolition of the illegal construction from the subject

1 property and an adjacent property also owned by Councilman CO (formerly his mother's
2 home).

3 48. Beginning from when Plaintiff SCHNEIDER was first hired by the CITY,
4 Defendant CO was abusive toward her, and lied and threatened her and her staff and other
5 CITY employees. Four specific complaints were brought to SCHNEIDER's attention and as
6 result of those complaints, she took over handling all contact with Councilman CO personally
7 to shield her staff and other City employees from further abuse and harassment. Plaintiff
8 SCHNEIDER believed it is her responsibility to mitigate any harassment of her employees as
9 their supervisor. Since it was not possible for them to avoid contact with Councilman CO,
10 Plaintiff SCHNEIDER felt it was important that their contact be limited. They were directed
11 to call SCHNEIDER any time CO contacted the CITY for processing his applications for the
12 various building permits he needed to resolve the criminal complaint.

13 49. After CO's election to City Council, the prosecution of the case was eventually
14 transferred to the Riverside District Attorney's Office. Prior to that transfer, SCHNEIDER
15 had worked closely with Plaintiff EARLY to determine the scope of the violations at the
16 Atwood property. In addition, EARLY requested that SCHNEIDER determine if any other
17 properties owned by CO had outstanding violations. She reviewed an extensive list of
18 previous violation cases, and found two unresolved, at two rental homes, one located on
19 Kitching and one on Perris Boulevard. Both involved additions to the homes without permits
20 or approvals. Both additions were eventually completely removed because he could not
21 obtain permits for the construction without removing the entire structure and pouring a new
22 foundation, then rebuilding the entire addition.

23 50. The work that had been performed was dangerous and substandard. Plaintiff
24 SCHNEIDER believed that both cases were opened by Glenn Waggoner, (retired) Housing
25 Inspector. Glenn was primarily responsible for pursuing cases for violations that related to
26 property maintenance at rental properties.

27 51. In or about April of 2011 Barry Foster asked SCHNEIDER if there was a way
28 to have someone else inspect CO's properties so the focus of the abuse by CO could be shifted

1 away from staff. SCHNEIDER was able to assign the inspection of the property to James
2 Barrett of Willdan as an inspection to support the "plan check" process that was on going.
3 Councilman CO's attorney, Michael Geller, had been complaining to Barry Foster that he
4 didn't want to have a "moving target" for the scope of violations at the Atwood property as he
5 felt he didn't have complete, precise information about the nature of the violations at the
6 property. SCHNEIDER informed Barry Foster that they had never been on the property at
7 Atwood and that the cases at Perris Boulevard and Kitching were from as long ago as 1996.

8 52. Plaintiffs EARLY and SCHNEIDER arranged with Attorney Geller to inspect
9 the Atwood property in or about May 2011. The inspection was attended by Attorney Geller
10 and local engineer, Dave Slawson, Jim Barrett and Ron Espalin from Willdan, Lauren Dossey
11 from the Riverside County District Attorney's Office, and SCHNEIDER. Two employees of
12 Co's were also present and provided access into the structures. The inspection took several
13 hours and resulted in a detailed report from Willdan. Plaintiff SCHNEIDER is informed and
14 believe and based upon such information and belief thereon alleges that Dave Slawson has
15 ties to Jerry Stephens and possibly Iddo Benzeevi/Highland Fairview.

16 53. In or about Summer 2011 the CITY initiated a management audit of the Land
17 Development Division, which at that time was under the supervision of the Public Works
18 Department run by the City Engineer, Chris Vogt. The audit was believed to be specifically
19 directed at getting the Land Development Division under the supervision of Barry Foster so
20 he could exert/threaten the manager, Mark Sambito, with requests to approve processes or to
21 proceed with construction in violation of Municipal Code requirements and policy/ best
22 practices for construction projects. It was also widely believed that the audit was done to
23 coerce Mark Sambito to treat the Skechers project more favorably and relax the efforts to
24 insist upon compliance with codes and standards for Highland Fairview and Iddo Bezeevi.

25 54. The results of the audit were presented to the City Council and used to
26 embarrass Chris Vogt. Land was eventually moved under Mr. Foster and he behaved
27 similarly with Mark Sambito, trying to get him to approve work that was not correct through
28 coercion and veiled threats. The audit was conducted by Tom DeSantis prior to his

1 employment by the CITY as the Human Resource Director. After he finished the Land
2 Division audit, DeSantis conducted a similar audit of the Planning and Building & Safety
3 Divisions. That audit is the only evaluation that Plaintiff SCHNEIDER ever received of her
4 performance and operation of the Division since her initial evaluation that was performed by
5 Kyle Kollar in December 2010 to conclude her initial probation period when she was hired by
6 the CITY.

7 55. These audits (Planning & Building and Safety) were not presented publicly and
8 it took several months for Plaintiff SCHNEIDER to receive a copy of the documents. The
9 report was favorable and discussed the limitations that previous staffing and budget
10 reductions placed on further improvements to the Division.

11 56. The prosecution of CO took place in or about September 2011 and resulted in a
12 conviction. The terms of his probation that were imposed were based on a detailed list of
13 measures to be taken that SCHNEIDER prepared based on the inspections conducted by
14 Willdan. The list required compliance with all terms of probation within 120 days. Beginning
15 at the 30 day mark and approximately every thirty days thereafter SCHNEIDER conducted a
16 drive by inspection of the properties and a review of the CITY records to determine if
17 compliance had been achieved for any items in the probation. These reports were prepared in
18 writing in anticipation of a request for status from Riverside County Assistant District
19 Attorney Lauren Dossey. The final report in January 2012 (120 days) showed that the
20 majority of the items had not been resolved.

21 57. Periodically over the next twelve months SCHNEIDER prepared updates of the
22 status of the terms of probation which she provided to EARLY, who in turn would forward
23 the reports to Lauren Dossey.

24 58. In or about December 2012, SCHNEIDER spoke with EARLY and he advised
25 that the last and final continuance for the CO case had been granted and that the case must be
26 resolved by the hearing in January 2013. A meeting was conducted between Attorney Geller,
27 Barry Foster, Laruen Dossey and SCHNEIDER. During that meeting the outstanding items
28 from the probation terms were reviewed in detail. There were several statements made by

1 Attorney Geller that were argumentative but SCHNEIDER did not respond to his
2 misstatements and incorrect information. During the meeting SCHNEIDER made a point of
3 identifying to Lauren Dossey that the pictures she had provided showed a large amount of
4 demolition debris on the adjacent property at Atwood. Lauren Dossey stated explicitly to
5 Attorney Geller that CO could not create a new violation case on the adjacent property and he
6 could not just move the debris from the subject site to the neighboring site to avoid
7 compliance at the primary Atwood site.

8 59. After the meeting SCHNEIDER asked Lauren Dossey to step into EARLY's
9 office and they briefly discussed the meeting, some of the incorrect information that Geller
10 stated and Barry Foster's pressure to make this go away. Barry Foster had repeatedly and
11 specifically said this needs to go away, although Foster never offered to assume
12 responsibility to provide the information to Lauren Dossey and SCHNEIDER only provided
13 accurate correct information to Lauren Dossey.

14 60. As the January hearing date approached, Barry Foster took to stating that "we"
15 weren't going to worry about any new violations, that the debris on the adjacent property was
16 not relevant and that "we" would only include that violation if we received a new complaint
17 about the debris.

18 61. On or about January 7, 2013 SCHNEIDER left the office to conduct a series of
19 inspections of various properties, including a last inspection of CO's Atwood property. When
20 she drove by his property to take pictures it appeared that CO noted her presence and
21 followed her to her next inspection and confronted her before she could get out of her car to
22 conduct an inspection of a building damaged by a vehicle accident. CO was hostile,
23 aggressive and tried to intimidate SCHNEIDER. CO asked a series of questions about what
24 she was doing and why she was at his property. SCHNEIDER informed him that she was
25 doing her regular inspection of his property to provide an update to Lauren Dossey.

26 62. SCHNEIDER returned to her office and immediately prepared the pictures for
27 her report to Lauren Dossey and forwarded those pictures to EARLY. SCHNEIDER advised
28 EARLY that she would prepare the narrative later but that she wanted him to have copies of

1 the pictures. SCHNEIDER was uncomfortable with the confrontation by CO and was
2 concerned that she would be forbidden/prevented and obstructed from providing her report
3 and wanted someone else to have the photos.

4 63. At approximately 4:20 pm on Wednesday January 23, 2013, SCHNEIDER
5 received a voice mail message from Lauren Dossey, Assistant District Attorney of Riverside
6 County. In her message she requested that SCHNEIDER contact her and provide her with a
7 status update regarding the code violation at CO's property for her hearing on Thursday,
8 January 24. After listening to her message SCHNEIDER called Deputy City Attorney
9 EARLY and inquired if he had sent the photographs that she had previously provided to him
10 by email, documenting the condition of the property at that time, to Lauren Dossey. EARLY
11 indicated that he had not yet done that and asked why. SCHNEIDER told EARLY that
12 Lauren Dossey had requested an update and that SCHNEIDER would like him to provide
13 those pictures to Lauren Dossey. EARLY agreed to forward the email and they ended their
14 conversation.

15 64. SCHNEIDER returned the call to Assistant District Attorney Dossey and asked
16 what she needed. Dossey stated that she had heard that all violations were resolved and
17 wanted to confirm. SCHNEIDER advised her that the building code issues were completed
18 and the trash & debris issue on the subject property and the adjacent property also owned by
19 CO contained material that was not acceptable. SCHNEIDER described the material on the
20 subject property as construction material, wood and debris and on the adjacent property such
21 things as toilets, cabinets, a fireplace and various other materials. Dossey asked for
22 clarification and remarked "the demolition debris is still there?" to which SCHNEIDER
23 replied "yes." SCHNEIDER indicated to Lauren Dossey that she expected that her boss
24 would contact Dossey with an update and that his information might be different and he
25 might provide direction.

26 65. SCHNEIDER contacted her supervisor, Barry Foster, by email and advised him
27 that Assistant District Attorney Dossey was expecting a status update for him for the hearing
28 Thursday. SCHNEIDER provided him with her direct phone number and her email address.

1 Foster replied by email a short time later than he had reached her voice mail.

2 66. Just before 5pm SCHNEIDER received a phone call from the CC/CA
3 conference room phone. Deputy City Attorney EARLY asked her to come to the conference
4 room to speak with him. No other information was provided. When SCHNEIDER reached
5 the door to the conference room she knocked, opened the door and entered. In the conference
6 room she found Acting City Attorney BRYANT, Deputy City Attorney EARLY and
7 Defendant OWINGS sitting in the room. Defendant OWINGS introduced himself to
8 SCHNEIDER and shook her hand. SCHNEIDER sat at the end of the table nearest the door.

9 67. Defendant OWINGS proceeded to ask a series of questions about conversations
10 SCHNEIDER might have had with Deputy District Attorney and Mr. Foster. OWINGS
11 inquired who the Assistant District Attorney was to which SCHNEIDER replied "Lauren
12 Dossey". OWINGS asked if SCHNEIDER had contacted her and she replied that Dossey had
13 contacted her asking for an update on the status of CO's case. OWINGS asked if
14 SCHNEIDER had provided an update and if she asked Deputy City Attorney EARLY to send
15 an email. SCHNEIDER indicated that she did ask for the email to be sent and that she had
16 been providing status updates to the Assistant District Attorney for 18 months. OWINGS
17 asked what was included in the status reports and SCHNEIDER indicated that the reports
18 included the status of the code violations at the properties. OWINGS asked if SCHNEIDER
19 had a conversation with Mr. Foster about the status to which she replied yes. OWINGS
20 inquired when the conversation took place and SCHNEIDER replied within the last two
21 weeks but she couldn't remember a specific event or conversation. OWINGS asked for
22 specifics and SCHNEIDER told him she didn't recall any specifics and that she spoke with
23 Mr. Foster daily. OWINGS asked when SCHNEIDER spoke with Assistant District
24 Attorney Dossey and she told him that she received a call from Dossey that day at about 4:15.
25 OWINGS asked if SCHNEIDER was aware of conversations between Mr. Foster and CO's
26 attorney Michael Geller. SCHNEIDER replied that she did not know about those
27 conversations and that she was not a part of those discussions.

28 ///

1 68. After Plaintiff SCHNEIDER left the conference room she returned to her desk
2 and sent an email immediately to Mr. Foster advising him that she had just been called into a
3 meeting with OWINGS regarding CO's property.

4 69. SCHNEIDER received and returned a series of phone calls from Mr. Foster and
5 at approximately 6:20 pm she spoke to him by cell phone. Foster wanted to know what was
6 discussed and she provided him with a brief outline of the conversation. SCHNEIDER
7 advised Foster that Assistant District Attorney Dossey was expecting to hear from him
8 regarding the status of the property and the code violations. Foster acknowledged the
9 information and hung up.

10 70. In February 2013 SCHNEIDER was interviewed by attorney Bradley Neufeld
11 about the events of January 23, 2013 with OWINGS. She provided an account of her
12 activities on that date and was questioned about her interaction with CO on January 7th which
13 surprised her as it was not directly related. SCHNEIDER followed up the interview with an
14 email to clarify procedures for handling enforcement cases to provide context for the
15 discussion of CO's conduct and his problems.

16 71. On or about March 14, 2013, Plaintiff SCHNEIDER received a layoff notice,
17 the same date that Plaintiffs EARLY and BRADY received layoff notices.

18 72. On or about April 3, 2013 about 2 pm, SCHNEIDER was summoned to an
19 unscheduled meeting with Tom DeSantis, Barry Foster and Assistant City Manager Michelle
20 Dawson. Plaintiff SCHNEIDER was told by DeSantis that she was having trouble
21 performing her work because she had changed her normal practice of working in her office
22 with the door open to working with the door closed. Plaintiff SCHNEIDER was told that to
23 help her out with this difficult situation the CITY was going to bring someone in to take over
24 the day- to-day operation of the Division and SCHNEIDER could focus on any special
25 projects that she needed to complete. SCHNEIDER listed the preparation of the new fees
26 schedule and programming of the new fee calculations into the permit software program
27 would be an example of a special project. Foster asked how much time that would take and
28 SCHNEIDER replied 80 hours. SCHNEIDER then asked explicitly for confirmation that she

1 was being removed from all responsibility for her staff and Division operations and Foster
2 and DeSantis confirmed that was true. SCHNEIDER asked if she could give them a response
3 on Thursday after she discussed this change of plans with her husband. They agreed and she
4 told them she would respond by close of business on Thursday.

5 73. SCHNEIDER left the meeting and returned to her office. She worked for
6 about another hour, including having a conversation with Shaniqua Freeman regarding a
7 similar meeting that was conducted with Dante Hall also putting him on immediate leave.
8 SCHNEIDER determined from that conversation that Shaniqua was conducted by Foster
9 before he contacted Dante Hall, to determine if she could take over all of Dante's projects and
10 responsibilities immediately. She also indicated that the same "offer" was made to all
11 employees who were on the layoff list, although in fact Plaintiffs EARLY and BRADY were
12 not given this offer, but rather was placed on immediate involuntary administrative leave.

13 74. Plaintiff SCHNEIDER is informed and believes and based upon such
14 information and belief thereon alleges that the offer was only made to the others so
15 SCHNEIDER could be removed from her responsibilities, a similar "cover" as the audit that
16 was done of Planning & Building and Safety as cover for the targeting of the Land Division
17 previously. SCHNEIDER continued to insist that all projects under her authority comply with
18 the minimum safety standards and that put her in opposition to Barry Foster repeatedly.
19 Plaintiff SCHNEIDER opposed Foster on Universal Strike Bowling Alley improvements
20 made without permits, failure to call for inspections on the Robertson's concrete plant,
21 extension of permits under the 2007 Building Code because the developer, Pacific
22 Communities, failed to meet the terms of a written agreement executed as a precedent to
23 extending the permits after the 2010 code become effective on 1/1/2011 and SCHNEIDER's
24 insistence that resolution of violation cases including CO, Councilwoman Victoria Baca,
25 Superior Tow Service on Nandina, Moreno Valley Construction/Zuppardo, B&B Framing/Joe
26 Bunker, Moreno Rose housing project, etc.) be in compliance, not dismissal.

27 75. On or about April 4, 2013 SCHNEIDER contacted Tom DeSantis and accepted
28 his offer to immediately go on administrative leave and left the building at 9 a.m..

1 SCHNEIDER informed her staff of why she was leaving and they helped her load her
2 personal possessions from her office.

3 76. On or about April 11, 2013 SCHNEIDER met after work with a select group of
4 people from the CITY who asked for a chance to say goodbye. While they sat on that patio
5 outside BJ's on Frederick SCHNEIDER observed Tom DeSantis, OWINGS and Iddo
6 Benzeevi arrive together for dinner.

7 77. Plaintiff SCHNEIDER is informed and believes and based upon such
8 information and belief thereon alleges that the fines/citations and administrative costs
9 incurred by the CITY and due for many violation cases have been waived and dismissed by
10 Barry Foster at a cost of thousands of dollars to the CITY since SCHNEIDER left the CITY.
11 The waivers have been given to further Barry Foster's as well as other public official's
12 development agenda. The waivers were granted despite the violations being outstanding and
13 the property being out of compliance. The CITY could potentially incur additional costs for
14 completing the resolution of these cases.

15
16 **ALLEGATIONS PERTAINING TO CLAIMS OF PLAINTIFF BRADY**

17 78. In or about July 2008 Code Compliance Staff performed a number of weed
18 abatements on properties owned and/or managed by Jerry Stephens. Mr. Stephens visited
19 City Hall and complained about fees owed. When Plaintiff BRADY refused to waive the
20 fees, Mr. Stephens became irate with Staff Member Christine Barajas, and stated, "Do you
21 know who I am."

22 79. In or about December 2008 Plaintiff BRADY received a call from elected
23 official Jesse Molina demanding all files past and present against Defendant CO. BRADY
24 advised Council member Molina he would discuss the matter with the Community
25 Development Director and the City Attorney's Office to determine which records were
26 accessible to him per the public records act. Molina stated "You just have the records ready
27 for my wife who will be there tomorrow to pick them up." Plaintiff BRADY declined to
28 provide Molina with the active files based upon past practices and once again advised Mr.

1 Molina BRADY would discuss his request with executive management. The conversation
2 ended. The matter was referred to BRADY's boss, Kyle Kollar and City Attorney Bob
3 Herrick for follow-up. In or about February 2009 Code Compliance staff issued citations to
4 CO for Municipal Code violations on his properties.

5 80. In or about April 2009 Code Compliance personnel were asked to conduct
6 exterior inspections on all of Defendant CO's properties, and provided the Moreno Valley
7 City Attorney's Office with a comprehensive list of Municipal Code violations for inclusion
8 for potential criminal proceedings.

9 81. On or about August 3, 2010 Defendant CO officially registered as a City
10 Council candidate for the then up-coming election.

11 82. Plaintiff BRADY is informed and believes and based upon such information
12 and belief thereon alleges that on or about September 21, 2010, CO was scheduled to appear
13 in Court regarding the code citations and resulting criminal proceedings.

14 83. On or about November 2, 2010, Defendant CO was elected to the Moreno
15 Valley City Council, and was sworn in on or about December 11, 2010. Council member CO
16 immediately thereafter announced that he would be scrutinizing every CITY position and
17 favored outsourcing planning and the City Attorney's Office, stating specifically that
18 Building and Safety was a Division he would target for privatization while running for
19 election. Plaintiff BRADY is informed and believes and based upon such information and
20 belief thereon alleges that when Defendant CO made these statements he believed that Code
21 Enforcement and Building and Safety were the same Division. Not so ironic that he focused
22 on the Department within the CITY that had been involved in his criminal prosecution and
23 the Department that had oversight of all developer projects within the City.

24 84. Plaintiff BRADY is informed and believes and based upon such information
25 and belief thereon alleges that in or about March 2011, Attorney Michael Geller sent an
26 accusatory email on behalf of Defendant CO, to the City Attorney's Office, City manager's
27 office and to all City Council members, in which he alleged that Code Compliance was
28 selective in their enforcement. Plaintiff BRADY is informed and believes and based upon

1 such information and belief that this allegation was based upon the fact that Code Compliance
2 had requested CO obtain necessary permits and approvals for an un-permitted block wall
3 located in the public right of way but Code Enforcement did not have active investigations
4 against other homeowners on Atwood with similar issues. Code Staff initiated investigations
5 on three other walls GELLER felt may have been constructed without permits on Atwood.

6 85. Plaintiff BRADY is informed and believes and based upon such information
7 and belief thereon alleges that on or about August 31, 2011, Attorney Geller sends another
8 email on behalf of Mr. Co, attacking Code Compliance and alleging Staff failed to follow-up
9 on his concerns and is unfairly prosecuting CO. Of the three complaints he filed, two of the
10 un-permitted walls were removed and the third was permitted by the County prior to CITY
11 incorporation. His email was malicious, accusatory and entirely not based upon fact.

12 86. Plaintiff BRADY is informed and believes and based upon such information
13 and belief thereon alleges that on or about September 9, 2011 CO plead guilty to one count of
14 misdemeanor violations at three separate properties, and was sentenced to 8 hours community
15 service, fines, a three years probation, with terms to correct all violations related to all
16 charged counts at all three properties alleged in the complaint

17 87. On or about March 1, 2012 Plaintiff BRADY met socially after work with
18 Barry Foster, Director of Community and Economic Development. Mr. Foster was in the
19 neighborhood of BRADY's residence for his daughters water polo practice. BRADY and
20 Foster met at Oggi's in Corona. During their conversation Mr. Foster made complaints about
21 Plaintiff SCHNEIDER, stating that she was not flexible with developers and specifically
22 mentioned the Sketcher's and Universal Strike projects. Mr. Foster stated that he wished
23 SCHNEIDER would quit and that he would like to get rid of her. BRADY commented in
24 response that SCHNEIDER could not be flexible with regard to building requirements.

25 88. On or about May 7, 2012 the City Manager's Office requested that Plaintiffs
26 EARLY and BRADY prepare a memorandum on the current code policies regarding
27 administrative, civil, and criminal remedies. CITY also requested they detail other remedies
28 used by other Code Compliance programs. BRADY was advised by Barry Foster that this

1 request was in response to concerns voiced by CO and his attorney Michael Geller about the
2 criminal complaint process.

3 89. On or about July 9, 2012 Barry Foster came into Plaintiff BRADY's office and
4 asked if he had spoken to a person named Doug Whitney. BRADY replied the name sounded
5 familiar but that he could not recall their conversation. BRADY asked Foster who Mr.
6 Whitney was and Foster replied that Whitney is a major developer in Moreno Valley. Later,
7 BRADY recalled his conversation with Mr. Whitney regarding 13072 Teton Place, and he
8 contacted Foster and explained the nature of the conversation. Foster stated that Mr. Whitney
9 was submitting an email to the City Manager containing his concerns and after he had a
10 chance to review the email he would get back to BRADY.

11 90. On or about July 10, 2012 BRADY ran into Foster and asked him if he had
12 received Mr. Whitney's email. Foster replied "yes, we will talk about it tomorrow. Later that
13 day BRADY received an email meeting request from Foster to discuss Mr. Whitney's case on
14 July 11, 2013, at 10AM in his office.

15 91. On or about July 11, 2012 BRADY reported to Foster's Office at 9:55 a.m..
16 Foster requested BRADY come back at 10a.m.. BRADY returned to Foster's office at
17 10a.m. and the Human Resource Director, Tom DeSantis, was in the room. It became
18 apparent to BRADY that the reason Foster had asked him to come back at a later time was so
19 that DeSantis could be present in the meeting. BRADY asked Foster as to why DeSantis was
20 included in the meeting. To which Foster replied that DeSantis was an extra set of ears and
21 because he happened to be in the area. BRADY replied that DeSantis was always in the area,
22 due to the fact that his office was next door. BRADY stated that he was not comfortable with
23 DeSantis being present, and stated it appeared to that they were conducting a Human
24 Resource investigation. Foster and DeSantis both assured BRADY that an investigation was
25 not occurring.

26 92. BRADY provided Foster a copy of the case file which included all notes,
27 photographs, notices, administrative citations, and a GIS aerial photo of the property.
28 BRADY explained to Foster and DeSantis:

- 1 a. That the case was complaint generated for lack of required landscape
- 2 materials and discarded trash stored in public view;
- 3 b. That Staff had issued four separate notices and three administrative
- 4 citations since the inception of the case;
- 5 c. That Mr. Whitney had requested a return call on his property;
- 6 d. That during conversation between BRADY and Whitney, he requested
- 7 an extension of the 30 day appeal period because he lost the ticket;
- 8 e. That BRADY advised Mr. Whitney he could not extend the appeal
- 9 period without just cause and losing the citation did not qualify as a valid
- 10 reason.

11 93. BRADY further stated to Foster and DeSantis that the conversation with
12 Whitney was uneventful and non-confrontational which is why BRADY had not recalled the
13 conversation on the 9th when Foster first approached him. Foster asked BRADY if he had
14 other encounters with Mr. Whitney in the past. BRADY replied "not that I'm aware of."
15 DeSantis asked if BRADY discussed Building Permits with Whitney. BRADY replied "No."
16 Foster then asked if they had additional cases against Mr. Whitney. BRADY replied "not
17 that I am aware of." Foster then stated that this whole matter doesn't make any sense and that
18 BRADY's story was completely different than Mr. Whitney's. BRADY stated that he had
19 reason to mislead them, but that it seemed clear that developers do get special treatment here.
20 Foster stated "we're not giving him special treatment" to which BRADY replied that a
21 meeting with a Human Resource Director was not normal protocol for a case like this. Barry
22 Foster came by BRADY's office on or about July 16, 2012, and said the whole thing was a
23 big misunderstanding due to Michael Geller. Foster stated Mr. Geller had sent an inaccurate
24 email to the City Manager which generated our need for a meeting and that Mr. Whitney
25 verified BRADY was cordial to him. BRADY requested a copy of the email Geller sent to
26 the City Manager but Foster refused to provide the correspondence. BRADY commented that
27 someone should hold Mr. Geller accountable for making false allegations to which Foster
28 replied "that's just Geller being Geller you're not going to change the man." The

1 conversation ended. Barry Foster also directed BRADY to dismiss \$1,400.00 in fines issued
2 to Mr. Whitney.

3 94. On or about September 10, 2012 BRADY recalled seeing an article in the Press
4 Enterprise regarding campaign contributions by Skecher's, Highland Fairview, Jerry
5 Stephens, Douglas Whitney and to CO's, OWINGS and Molina's campaigns. Plaintiff
6 BRADY is informed and believes and based upon such information and belief thereon alleges
7 Michael Geller held a campaign event at his home to support the political candidates running
8 for CITY public office. Plaintiff BRADY is informed and believes and based upon such
9 information and belief thereon alleges that Michael Geller run's the Moreno Valley
10 Taxpayer's Association which has been a major contributor to several City Council
11 candidates.

12 95. On or about September 6, 2012, Barry Foster requested that Plaintiff BRADY
13 provide a list of properties in the Edgemont neighborhood of Moreno Valley in default,
14 trustee sale or foreclosure. The list was provided using information obtained from the City's
15 contract property software program, Realquest. Barry Foster also requested that BRADY
16 provide two maps, one an aerial of foreclosed properties in the area and the second map that
17 included zoning designations. Foster did not initially explain why he was requesting this
18 information nor did BRADY ask why. However, Foster did return to BRADY's office later
19 and explained that he needed the information for an upcoming project. The City's plan,
20 Foster said, was to go pro-active in the area and inquired the amount of code resources
21 needed to do home by home inspections. Plaintiff BRADY advised Foster that he had one
22 inspector assigned to the area already so one additional person would be sufficient. Foster
23 stated that a developer was interested in purchasing the area between Alessandro, Eucalyptus,
24 Cottonwood to Ellsworth for a commercial project similar to Universal Citywalk. The City's
25 plan was to utilize Code and Building to take action against residents to encourage them to
26 sale their property.

27 96. Most families Foster said would be unable to afford the necessary repairs and/or
28 would be unable to make the improvements due to the substandard water district in the area.

1 Therefore, the homeowners would be more inclined to sell. Foster stated the City was also
2 looking into purchasing the water district and would make the necessary improvements to the
3 system just prior to development.

4 97. Plaintiff BRADY warned Mr. Foster that the residents would recognize their
5 intentions and neighborhood tensions would be high. BRADY recommended the developer
6 attempt to purchase the properties through normal real estate transactions. Foster stated that
7 the developer couldn't do that to which BRADY replied Why? Foster stated because the
8 developer is Highland-Fairview and most people would not sell to them.

9 98. In or about September 18, 2012, Community Development requested the City
10 Council grant the Planning Division \$50,000 to hire an outside contractor to determine the
11 best use of the land in an area referred to as the Nason/60 Overlay zone. Staff requested a
12 moratorium be placed on future development on the land until the survey was complete. The
13 City Council (lead by Council Member Batey and Hastings) denied the request and
14 recommended the issue be placed on hold until the new city council was elected.

15 99. Also in or about September 2012 Plaintiff BRADY had a discussion with Barry
16 Foster regarding the Nason Overlay. Mr. Foster stated a good portion of the area within zone
17 north of the freeway was owned by multiple land owners and they were worried that the
18 owner's would also attempt to build industrial parks and hence provide competition for the
19 World Logistics Center. Plaintiff BRADY is informed and believes and based upon such
20 information and belief thereon alleged that the plan was to hire an outside contractor and for
21 City staff to recommend the outside contractor that a commercial corridor be recommended in
22 those areas to support the logistic center (restaurants, coffee shops, banks, etc.) and/or
23 executive housing. Once the best use was determined, projects that conformed to the
24 requirements would be streamlined and those that didn't would be opposed by staff . Foster
25 stated the project would be revisited after the new Council was in place.

26 100. Just prior to Plaintiff BRADY receiving his layoff notice, he had voiced his
27 concerns with the Edgemont/Alessandro Project, Nason Overlay, Vacant Property
28 Registration Program, the ACP Ordinance, and the Sunnymead Initiative.

1 101. In or about November 2012 Cindy Miller, City Council Secretary, contacted
2 Plaintiff BRADY and requested that he meet with CO. When BRADY arrived CO closed the
3 door and provided BRADY with an unlawful detainer action he had filed against a resident
4 that would not comply with code enforcement standards. CO then asked BRADY how he felt
5 he was doing as the Code Manager for the CITY. BRADY replied that he thought he was
6 doing a great job but how did CO think he was doing. CO did not answer the question, but
7 stated that BRADY should be aware with the election of OWINGS and the reappointment of
8 Jesse Molina there were going to be a lot of changes in CITY and the Code Department and
9 BRADY needed to prepare for it.

10 102. Plaintiff BRADY is informed and believes and based upon such information
11 and belief thereon alleges that on or about December 4, 2012 the City Council comprised of
12 Stewart, CO, Molina, Hastings and Batey evaluated City Attorney Robert Hansen. CO and
13 Molina refuse to participate and left while the remain Council members gave Mr. Hansen a
14 stellar evaluation.

15 103. Plaintiff BRADY is informed and believes and based upon such information
16 and belief thereon alleges that on or about December 11, 2012 City Council members
17 OWINGS and Victoria Baca are sworn into office, and request another evaluation of Robert
18 Hansen by the new City Council at their next meeting.

19 104. Plaintiff BRADY is informed and believes and based upon such information
20 and belief thereon alleges that on or about January 9, 2013 in a conference call between
21 BRYANT, OWINGS, Michael Geller, and Henry Garcia, they agreed to ignore the remaining
22 violations on CO's properties.

23 105. Plaintiff BRADY is informed and believes and based upon such information
24 and belief thereon alleges that CO was due to appear in court on January 24, 2013, regarding
25 his progress. Prior to that date in January 2013, Barry Foster came into BRADY's office to
26 advise him that CO had complied with all required terms of his probation with the exception
27 of one item. CO was moving materials from one property (included in the complaint) to
28 another property not contained within the CITY's original filing. Therefore, Foster was

1 requesting closure of CO's criminal case with the Building Department and he was directing
2 Code not to address the movement of materials unless they received a complaint regarding the
3 items. The problem was that CO was violating the terms and conditions of his probation (do
4 not violate any law). Plaintiff BRADY is informed and believes and based upon such
5 information and belief thereon alleges that photographs were submitted to the Riverside
6 District Attorney's Office outlining this activity

7 106. In or about February 2013 Code Compliance Staff received a citizen complaint
8 from CO's next door neighbor regarding a forklift and business activity occurring at CO's
9 primary residence on Atwood. BRADY advised Barry Foster of the complaint and Foster
10 stated to hold off on enforcement proceedings until he had a chance to discuss the case with
11 Henry Garcia, City Manager. Barry Foster returned approximately two weeks later and stated
12 that he talked to Mr. Co regarding the issue and was advised by CO that he was just moving
13 materials around the property not conducting a business. Barry Foster directed BRADY to
14 close the case without conducting an investigation.

15 107. On or about March 14, 2013 BRADY contacted Barry Foster for a scheduled
16 conference call. BRADY was immediately placed on speaker phone with Tom DeSantis,
17 Human Resource Director, who was in the room for the call. BRADY was then notified that
18 he and three other Division manager's were being laid off effective May 30, 2013. BRADY
19 had deduced that two of the other three managers were Plaintiffs EARLY and SCHNEIDER
20 and immediately felt that these layoffs were in effect a termination due to their collective
21 prosecution of CO, among other things. During the conversation DeSantis advised BRADY
22 as to various aspects of the layoff, but did not mention recall rights. BRADY asked DeSantis
23 about his recall rights, to which DeSantis replied that they intended on restructuring the
24 Division and will be effectively eliminating BRADY's position. Approximately an hour
25 later, BRADY noticed that he was not receiving emails on his PDA. BRADY contacted
26 DeSantis directly and asked if there was a change in his employment status to which DeSantis
27 replied "yes, Barry Foster has decided to place you on administrative leave through May
28 30th." BRADY asked DeSantis why, to which he replied that it was within Barry's right and

1 he did not need a reason. DeSantis further stated that they had sent BRADY a letter advising
2 him that he had been placed on administrative leave.

3 108. On or about March 15, 2013 BRADY received the layoff letter and placement
4 on administrative leave letter.

5 109. On or about March 18, 2013 BRADY received a phone call from City Council
6 member Stewart on his home phone, personal cell and City issued cell phone. Mr. Stewart
7 stated that he contacted BRADY because he had just learned of his lay off through the Press
8 Enterprise who had contacted him for comment on an article they were preparing. Stewart
9 stated that he immediately contacted the City Manager, Henry Garcia, and requested a
10 meeting to discuss the issue. During the meeting, Mr. Garcia assured Council member
11 Stewart that the lay off was purely for budgetary reasons and not related to the CO case.
12 Council member Stewart then stated to BRADY that he did not believe Mr. Garcia and that
13 the whole thing was contrived, but there was nothing he could do to help BRADY. Stewart
14 thanked BRADY for his efforts and stated that he always respected the work that BRADY did
15 for the CITY and offered to provide BRADY with a reference letter if needed.

16 It is my opinion, based upon my observations and experiences that certain Council members
17 and certain Executive Managers have a history of protecting and granting special treatment to
18 public officials, developers and/or acquaintances of certain public officials and developers.

19 110. Plaintiffs are informed and believe and based upon such information
20 and belief thereon allege that based upon their observations that the CITY has a history of and
21 propensity for protecting public officials, even when criminal violations are involved, and
22 that their respective layoff were in fact pretextual and that the true reasons and motivation,
23 inter alia, was for their past enforcement actions taken against these preferred individuals and
24 refusing to commit violations of law.

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**ALLEGATIONS PERTAINING TO COMBINED CLAIMS OF
PLAINTIFFS EARLY AND SCHNEIDER**

111. Plaintiffs EARLY and SCHNEIDER are informed and believe and based upon that information and belief thereon allege that on or about July 16, 2013, Defendants CO and GELLER filed a Verified Complaint alleging that Plaintiff SCHNEIDER had committed trespass and an illegal search upon CO's property and further alleged that Plaintiffs EARLY and SCHNEIDER had committed certain violations of the Civil Rights Act (42 USC 1983) and also Noticed the intent to seek punitive damages against EARLY and SCHNEIDER. The Verified Complaint was filed as case number RIC 1308029 in the Riverside Superior Court (hereinafter "CO Complaint").

112. Plaintiffs EARLY and SCHNEIDER are informed and believe and based upon such information and belief thereon allege that before they were even served with the CO Complaint, that Defendants GELLER and CO provided a full copy of the CO Complaint to the Press Enterprise via email on or about July 18, 2013. On or about July 18, 2013 the Press Enterprise published an article elaborating on specific allegations from the CO Complaint.

113. Plaintiffs EARLY and SCHNEIDER are informed and believe and based upon such information and belief thereon allege that the motivation for Defendants GELLER and CO to give a copy of the CO Complaint to the Press Enterprise was solely for the purpose of attempting to harass and embarrass Plaintiffs EARLY and SCHNEIDER with false allegations of wrongdoing, and an attempt to intimidate them with regard to their own claims against Defendant CO, the CITY and others as set forth in this Complaint.

114. Plaintiff EARLY was served with the CO Complaint on or about July 21, 2013. Plaintiffs EARLY and SCHNEIDER then made demand to Defendant CITY on or about July 31, 2013 for defense and indemnification related to the CO Complaint. However, despite clear statutory and case law requiring Defendant CITY has failed to reimburse Plaintiffs' for the legal expenses they incurred in the CO Complaint.

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1 Paragraphs 1 through 126 of this Complaint as if fully set forth herein.

2 128. Plaintiff EARLY engaged in a continuing series of complaints, as set forth
3 above in Paragraphs 10 through 40, to his employer Defendant CITY, a governmental entity,
4 wherein he reported a continuing series of acts and omissions which he in good faith believed
5 to be in violation of both state and federal laws, as more fully set forth herein. These acts
6 included, but are not limited to the allegations contained in Paragraphs 10 through 40 of this
7 Complaint.

8 129. Plaintiff SCHNEIDER engaged in a continuing series of complaints, as set forth
9 above in Paragraphs 41 through 77, to her employer Defendant CITY, a governmental entity,
10 wherein she reported a continuing series of acts and omissions which she in good faith
11 believed to be in violation of both state and federal laws, as more fully set forth herein.
12 These acts included, but are not limited to the allegations contained in Paragraphs 41 through
13 77 of this Complaint.

14 130. Plaintiff BRADY engaged in a continuing series of complaints, as set forth
15 above in Paragraphs 78 through 110, to his employer Defendant CITY, a governmental entity,
16 wherein he reported a continuing series of acts and omissions which he in good faith believed
17 to be in violation of both state and federal laws, as more fully set forth herein. These acts
18 included, but are not limited to the allegations contained in Paragraphs 78 through 110 of this
19 Complaint.

20 131. Plaintiffs are informed and believes and based upon such information and belief
21 thereon alleges that the state and/or federal laws included, but are not limited to, California
22 *Government Code* §§ 1090, 8920, 87100, 54950, and 11120-11132, as well as California
23 *Penal Code* §§ 939.1, 148, 136.1, 137, 140, and 153.

24 132. As set forth in specific detail in paragraphs 1 through 110 above, Plaintiffs were
25 subjected to a series of retaliatory acts that were adverse acts of their employment, which
26 violated *California Labor Code* § 1102.5(b).

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28 ///

1 133. Further, as set forth in specific detail in Paragraphs 1 through 110 above,
2 Plaintiff also refused to do acts or omissions they believed in good faith were violations of
3 state and/or federal law in violation of California Labor Code § 1102.5(c).

4 134. As a direct and proximate result of the conduct of Defendants CITY and DOES
5 1 through 20, and each of them, Plaintiffs have suffered and continues to suffer
6 embarrassment, humiliation and mental anguish all to their individual damage in an amount
7 according to proof.

8 135. As a further direct and proximate result of the conduct of Defendants CITY and
9 DOES 1 through 20, and each of them, , Plaintiffs have suffered lost earnings, benefits and
10 retirement benefits which continue, all to their individual damage in an amount according to
11 proof.

12 136. As a direct and proximate result of the conduct of Defendants CITY and DOES
13 1 through 20, and each of them, , Plaintiffs are entitled to reasonable attorneys' fees and costs
14 of said suit as provided by *California Labor Code*, and the Private Attorney General's Act
15 (*California Civil Procedure* § 1021.5).

16
17
18 **SECOND CAUSE OF ACTION**

19 **P.A.G.A. VIOLATION OF CA. LAB. CODE §1102.5, PURSUANT TO CA. LAB.**

20 **CODE §2699, et seq. (California Private Attorneys General Act)**

21 (Plaintiffs EARLY, SCHNEIDER and BRADY as Against Defendant CITY and DOES 1
22 Through 20)

23 137. Plaintiffs EARLY, SCHNEIDER and BRADY hereby incorporate by reference,
24 Paragraphs 1 through 126, and Paragraphs 128 through 136 of this Complaint as if fully set
25 forth herein.

26 138. Defendants CITY and DOES 1 through 20, and each of them, by their actions
27 more specifically set forth above, violated *California Labor Code* §1102.5.

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a. On or about July 1, 2009 Defendant CITY entered into a Memorandum of Understanding (“MOU”) with the Moreno Valley City Employees Association (“MVCEA”) which provided that, effective July 10, 2009, a 10% reduction in work schedule and salary for those employees. Although Plaintiff EARLY was not a member of the MVCEA and was not governed in by the MOU, Defendant CITY unlawfully subjected Plaintiff EARLY to the 10% pay reduction, despite the fact that he had a written contract that governed his employment and compensation;

b. On March 14, 2013, Plaintiff EARLY was given notice by Acting City Attorney BRYANT that he was being laid off due to budget cuts. EARLY is informed and believes and based upon such information and belief thereon alleges that his Contract could only be terminated by the City Attorney or Interim City Attorney (Contract ¶ 3), and that BRYANT as Acting City Attorney had no authority to terminate. EARLY is further informed and believes and based upon such information and belief thereon alleges that Robert Hansen was in fact still the City Attorney at this time. As such Defendant CITY has not in fact given EARLY proper 120 day written notice pursuant to the Contract, and as such the Contract has not been terminated.

146. As a result of the breach of Plaintiff EARLY’s Contract by Defendants CITY and DOES 21 through 30, and each of them, Plaintiff EARLY has been damaged by virtue of the lost salary he lost as a result of the unlawful deductions from his wages associated with the alleged furlough, as well as salary he lost as a result of the circumstances by which his Contract was ended. The exact amount to be determined according to proof at time of trial, but not less than the minimum jurisdiction of this court.

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1 **FOURTH CAUSE OF ACTION**

2 **BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING**

3 (Plaintiff EARLY as Against Defendant CITY and DOES 21 Through 30)

4 147. Plaintiff EARLY hereby incorporates by reference, Paragraphs 1 through 40,
5 Paragraphs 119 though 121, and Paragraphs 142 through 146 of this Complaint as if fully set
6 forth herein.

7 148. The aforesaid Contract contained an implied covenant of good faith and fair
8 dealing by which Defendants CITY and DOES 21 through 30, and each of them, promised to
9 treat Plaintiff EARLY fairly in the terms and condition of their agreement, to refrain from
10 doing any act which would prevent or impede Plaintiff EARLY from performing all the
11 conditions of the Contract to be performed by him, or any act that would prevent or impede
12 Plaintiff EARLY's enjoyment of the fruits of said Contract. Specifically, said covenant of
13 good faith and fair dealing required Defendants CITY and DOES 21 through 30, and each of
14 them, to fairly, honestly and reasonably perform the terms and conditions of the Contract.

15 149. Defendants breached the aforementioned implied covenant by:

- 16 a. On or about July 1, 2009 Defendant CITY entered into a Memorandum of
17 Understanding ("MOU") with the Moreno Valley City Employees Association
18 ("MVCEA") which provided that, effective July 10, 2009, a 10% reduction in
19 work schedule and salary for those employees. Although Plaintiff EARLY was
20 not a member of the MVCEA and was not governed in by the MOU, Defendant
21 CITY unlawfully subjected Plaintiff EARLY to the 10% pay reduction, despite
22 the fact that he had a written contract that governed his employment and
23 compensation;
- 24 b. On March 14, 2013, Plaintiff EARLY was given notice by Acting City Attorney
25 BRYANT that he was being laid off due to budget cuts. EARLY is informed
26 and believes and based upon such information and belief thereon alleges that
27 his Contract could only be terminated by the City Attorney or Interim City
28 Attorney (Contract ¶ 3), and that BRYANT as Acting City Attorney had no

1 authority to terminate. EARLY is further informed and believes and based
2 upon such information and belief thereon alleges that Robert Hansen was in fact
3 still the City Attorney at this time. As such Defendant CITY has not in fact
4 given EARLY proper 120 day written notice pursuant to the Contract, and as
5 such the Contract has not been terminated.

6 150. As a result of the breach of Plaintiff EARLY's Contract by Defendants CITY
7 and DOES 21 through 30, and each of them, Plaintiff EARLY has been damaged by virtue of
8 the lost salary he lost as a result of the unlawful deductions from his wages associated with
9 the alleged furlough, as well as salary he lost as a result of the circumstances by which his
10 Contract was ended. The exact amount to be determined according to proof at time of trial,
11 but not less than the minimum jurisdiction of this court.

12
13 **FIFTH CAUSE OF ACTION**

14 **INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS**

15 (Plaintiff EARLY as Against Defendants OWINGS, CO, BRYANT and DOES 31 Through
16 40)

17 151. Plaintiff EARLY hereby incorporates by reference, Paragraphs 1 through 40,
18 Paragraphs 128 through 136, and Paragraphs 142 through 146 of this Complaint as if fully set
19 forth herein.

20 152. Plaintiff EARLY started his employment with Defendant CITY on March 5,
21 2007, and had a written contract (hereinafter "Contract") for his position as a Deputy City
22 Attorney III. That contract was amended on June 2, 2009, and has remained in full force and
23 effect since that time. This Contract conferred upon Plaintiff EARLY the probability of a
24 future economic benefit in the form of salary he would earn as an employee of Defendant
25 CITY pursuant to the Contract.

26 153. By virtue of their relationship with Defendant CITY, Defendants OWINGS,
27 CO, BRYANT and DOES 31 through 40, and each of them were aware of and knew the
28 existence of the Contract and the contractual relationship Plaintiff EARLY had with

1 Defendant CITY as a result of that Contract, as well as the probability of future economic
2 benefit that would flow to Plaintiff EARLY in form of salary from the contractual
3 relationship he had with Defendant CITY.

4 154. Plaintiff EARLY is informed and believes and based upon such information
5 and belief thereon allege that Defendants OWINGS, CO, BRYANT and DOES 31 through
6 40, and each of them, conspired and concocted the scheme of laying off Plaintiff EARLY
7 from his contractual employment with Defendant CITY based upon, but not limited to,
8 fulfilling CO's threat against Plaintiff EARLY's job with the CITY, as well as Plaintiff
9 EARLY's continued cooperation with the Riverside County District Attorney's Office in
10 prosecution against Defendant CO as alleged above in Paragraphs 1 through 40.

11 155. As a result of Defendants OWINGS, CO, BRYANT and DOES 31 through 40,
12 and each of them, conspiring and concocting the scheme of laying off Plaintiff EARLY from
13 his contractual employment with Defendant CITY, Plaintiff was in fact laid off from his
14 employment with Defendant CITY breaching his contract.

15 156. Plaintiff EARLY is further informed and believes and based upon such
16 information and belief thereon allege that Defendants OWINGS, CO, BRYANT and DOES
17 31 through 40, and each of them, used their official positions with Defendant CITY to
18 conspire and concoct the scheme to lay off Plaintiff from his contractual employment with
19 Defendant CITY.

20 157. As a direct and proximate result of the actions of Defendants OWINGS, CO,
21 BRYANT and DOES 31 through 40, and each of them, as hereinbefore alleged, resulted in
22 Plaintiffs' prospective economic benefit arising from his contractual employment with
23 Defendant CITY, as hereinbefore alleged being disrupted and damaged.

24 158. The actions of Defendants Defendants OWINGS, CO, BRYANT and DOES
25 31 through 40, and each of them, as hereinbefore alleged were intended by them to cause the
26 injury to Plaintiff EARLY as herein alleged.

27 159. As a result of Defendants OWINGS, CO, BRYANT and DOES 31 through 40,
28 and each of their actions, Plaintiff EARLY lost his contractual employment with Defendant

1 CITY. Because Defendants OWING, CO, BRYANT and DOES 31 through 40 were acting
2 in a managerial capacity, and used power and authority vested in them to consciously
3 disregard Plaintiff's right in violation of public policy in a despicable and willful manner,
4 which constituted oppression, malice and fraud, Plaintiff is entitled to recover punitive
5 damages from Defendants OWINGS, CO, BRYANT DOES 31 through 40, and each of them,
6 in an amount according to proof.

7
8 **SIXTH CAUSE OF ACTION**

9 **(INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS)**

10 (Plaintiffs EARLY and SCHNEIDER as against all Defendants, and DOES 41 through 60)

11 160. Plaintiffs EARLY and SCHNEIDER hereby incorporates by reference,
12 Paragraphs 1 through 77, Paragraphs 111 through 126, and Paragraphs 152 through 159 of
13 this Complaint as if fully set forth herein.

14 161. Defendants, and DOES 41 through 60, and each of them, abused their authority
15 and intentionally with malicious motives engaged in conduct that was calculated to cause
16 Plaintiffs EARLY and SCHNEIDER to suffer humiliation, physical and mental anguish, and
17 severe emotional distress for a long duration.

18 162. As a direct and proximate result of Defendants', and DOES 41 through 60, and
19 each of them, conduct, Plaintiffs EARLY and SCHNEIDER have suffered bodily harm and
20 was injured in their health, strength, and activity and sustained shock and injury to their
21 nervous systems and persons. All of these injuries have caused and continue to cause
22 Plaintiffs EARLY and SCHNEIDER great mental distress, humiliation, and pain and
23 suffering, including but not limited to grief, depression and severe anxiety.

24 163. The aforementioned acts by Defendants, and DOES 41 through 60, and each of
25 them, were willful, wanton, malicious, and oppressive, in that Defendants, and DOES 41
26 through 60, and each of them, acted in conscious disregard of Plaintiffs' rights, justifying the
27 awarding of punitive damages in an amount according to proof at time of trial. However,
28 Plaintiffs EARLY and SCHNEIDER are not seeking punitive damages against Defendant

1 CITY, not because of a lack of culpability, but rather based upon *Government Code* § 818.

2
3 **SEVENTH CAUSE OF ACTION**

4 **(INVASION OF PRIVACY)**

5 (Plaintiffs EARLY and SCHNEIDER s against Defendants GELLER, CO and
6 DOES 61 through 75)

7 164. Plaintiffs EARLY and SCHNEIDER hereby incorporates by reference,
8 Paragraphs 1 through 9, and Paragraphs 111 through 118 of this Complaint as if fully set forth
9 herein.

10 165. As alleged in Paragraphs 111 through 118 of this Complaint, Plaintiffs EARLY
11 and SCHNEIDER are informed and believe and based upon such information and belief
12 thereon alleges that Defendants GELLER, CO and DOES 61 through 75, and each of them,
13 made public disclosures of private facts by emailing a copy of the CO Complaint to the Press
14 Enterprise and blogging on the internet, private and confidential information alleging that
15 Plaintiff EARLY and Plaintiff SCHNEIDER had committed wrongful and illegal acts in the
16 course and scope of their employment with Defendant CITY.

17 166. The intrusion was offensive and objectionable to Plaintiffs EARLY and
18 SCHNEIDER and to a reasonable person of ordinary sensibilities in that it held Plaintiffs out
19 to ridicule and contempt.

20 167. The intrusion was into a place or thing which was private and entitled to be
21 private in that Defendants GELLER, CO and DOES 61 through 75, and each of them, had no
22 justification for advising the Press Enterprise and the general public through the internet blog
23 of confidential information related to alleged wrongful and illegal acts related to Plaintiff
24 EARLY's and Plaintiff SCHNEIDER's employment with Defendant CITY.

25 168. As a direct and proximate result of the above-described publication, Plaintiff
26 EARLY and Plaintiff SCHNEIDER has suffered loss of their reputation in their occupations,
27 shame mortification, and hurt feelings all to their general damage in an amount to be
28 determined according to proof at time of trial.

1 based on true and accurate facts, were mis-statements of fact, and were taken out of context,
2 placed Plaintiff EARLY and Plaintiff SCHNEIDER in a false light in the public eye in that
3 this information was an unfair and inaccurate depiction of the actual facts and circumstances,
4 and was intentionally skewed to make Plaintiff EARLY and Plaintiff SCHNEIDER appear as
5 if they had committed wrongful and illegal conduct against Defendant CO, as a means to
6 draw attention away from allegations against Defendant CO, as well as the claims Plaintiff
7 EARLY and Plaintiff SCHNEIDER have against Defendants CO and CITY.

8 173. The publicity created by Defendants GELLER, CO and DOES 61 through 75,
9 and each of them, was offensive and objectionable to Plaintiff EARLY, Plaintiff
10 SCHNEIDER, and to a reasonable person of ordinary sensibilities in that it held Plaintiffs out
11 to ridicule.

12 174. As a direct and proximate result of the above-described publicity, Plaintiff
13 EARLY and Plaintiff SCHNEIDER have suffered loss of their reputation in their
14 occupations, shame mortification, and hurt feelings all to their general damage in an amount
15 to be determined according to proof at time of trial.

16 175. The above-described conduct by Defendants GELLER, CO and DOES 61
17 through 75, and each of them, was done with malice, oppression and fraud in that it was
18 published in conscious disregard for Plaintiffs' right of privacy, and for the improper purpose
19 of making Plaintiffs appear as if they had committed wrongful and illegal acts while
20 employed at Defendant CITY, as a means to draw attention away from allegations against
21 Defendant CO, as well as the claims Plaintiff EARLY and Plaintiff SCHNEIDER have
22 against Defendants CO and CITY. Thus Plaintiffs seeks an award of punitive damages in an
23 amount to be determined according to proof at time of trial, as against Defendants GELLER,
24 CO and DOES 61 through 75, and each of them.

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1 **NINTH CAUSE OF ACTION**

2 **(DEFAMATION PER SE)**

3 (Plaintiffs EARLY and SCHNEIDER s against Defendants GELLER, CO and
4 DOES 61 through 75)

5 176. Plaintiffs EARLY and SCHNEIDER hereby incorporates by reference,
6 Paragraphs 1 through 9, Paragraphs 111 through 118, Paragraphs 163 through 169, and
7 Paragraphs 171 through 175 of this Complaint as if fully set forth herein.

8 177. As alleged in Paragraphs 111 through 118 of this Complaint, Plaintiffs EARLY
9 and SCHNEIDER are informed and believe and based upon such information and belief
10 thereon alleges that Defendants GELLER, CO and DOES 61 through 75, and each of them,
11 made public disclosures of private facts by emailing a copy of the CO Complaint to the Press
12 Enterprise and blogging on the internet, private and confidential information alleging that
13 Plaintiff EARLY and Plaintiff SCHNEIDER had committed wrongful and illegal acts in the
14 course and scope of their employment with Defendant CITY.

15 178. Plaintiffs EARLY and SCHNEIDER are informed and believes Defendants
16 GELLER, CO and DOES 61 through 75, and each of them, by the herein-described acts,
17 conspired to, and in fact, did negligently, recklessly, and intentionally cause external
18 publications of defamation, of and concerning Plaintiffs EARLY and SCHNEIDER, to third
19 persons and to the community. These false and defamatory statements included express and
20 implied statements of allegations of wrongful and illegal acts that Defendants GELLER, CO
21 and DOES 61 through 75, and each of them, alleged were committed by Plaintiffs EARLY
22 and SCHNEIDER, including but not limited to Plaintiff EARLY having a conflict of interest
23 that could result in State Bar discipline, and an alleged illegal search by Plaintiff
24 SCHNEIDER of Defendant CO's property.

25 179. Plaintiffs EARLY and SCHNEIDER are informed and believe and based upon
26 such information and belief thereon allege that the email sent by GELLER to the Press
27 Enterprise as previously alleged herein was on or about on or about July 18, 2013, and on or
28 about July 18, 2013 the Press Enterprise published an article elaborating on specific

1 allegations from the CO Complaint. Plaintiffs EARLY and SCHNEIDER are further
2 informed and believe and based upon such information and belief thereon allege that on or
3 about August 17, 2013 Defendant GELLER posted a blog on the internet wherein Defendant
4 GELLER published remarks claiming that Plaintiff's EARLY and SCHNEIDER had
5 committed certain acts there were wrong and illegal, and accused Plaintiff EARLY of a
6 illegal conflict of interest and claimed that if Defendant CO made a complaint to the
7 California State Bar, that Plaintiff EARLY could be disciplined. Defendant GELLER further
8 blogged that Plaintiff SCHNEIDER had committed an illegal search of Defendant CO's
9 property.

10 180. These publications were outrageous, negligent, reckless, intentional, and
11 maliciously published and re-published by Defendants GELLER, CO and DOES 61 through
12 75, and each of them. Plaintiffs EARLY and SCHNEIDER are informed and believe that the
13 negligent, reckless, and intentional publications by Defendants GELLER, CO and DOES 61
14 through 75, and each of them, were and continue to be, foreseeably published and
15 republished. Plaintiffs EARLY and SCHNEIDER hereby seek damages for these
16 publications and all foreseeable re-publications discovered up to the time of trial.

17 181. During the above-described time-frame, Defendants GELLER, CO and DOES
18 61 through 75, and each of them, conspired to, and in fact, did negligently, recklessly, and
19 intentionally cause excessive and unsolicited publication of defamation, of and concerning
20 Plaintiffs EARLY and SCHNEIDER, to third persons, who had no need or desire to know.
21 Those third person(s) to whom these Defendants published this defamation are believed to
22 include, but are not limited to, the news media, including but not limited to, the Press
23 Enterprise, which in-turn re-published the statements to the community at large, and the blog
24 posted by Defendant GELLER on the internet, and the general public.

25 182. The defamatory publications consisted of oral and written, knowingly false and
26 unprivileged communications, tending directly to injure Plaintiffs EARLY and SCHNEIDER
27 and their personal, business, and professional reputations. These publications included the
28 following false and defamatory statements (in violation of Civil Code §§ 45, 45a and

1 46(3)(5)) with the meaning and/or substance: in that it expressly or impliedly asserted that
2 Plaintiffs EARLY and SCHNEIDER had committed, *inter alia*, wrongful and illegal acts
3 during their employment with Defendant CITY, and accused Plaintiff EARLY of a illegal
4 conflict of interest and claimed that if Defendant CO made a complaint to the California State
5 Bar, that Plaintiff EARLY could be disciplined, and that Plaintiff SCHNEIDER had
6 committed an illegal search of Defendant CO's property.

7 183. Plaintiffs EARLY and SCHNEIDER are informed and believe and fears that
8 these false and defamatory per se statements will continue to be published by Defendants
9 GELLER, CO and DOES 61 through 75, and each of them, and will be foreseeably re-
10 published by their recipients, all to the ongoing harm and injury to Plaintiffs' EARLY and
11 SCHNEIDER business, professional, and personal reputations. Plaintiffs EARLY and
12 SCHNEIDER also seek redress in this action for all foreseeable re-publications, including
13 their own compelled self-publication of these defamatory statements.

14 184. The defamatory meaning of all of the above-described false and defamatory
15 statements and their reference to Plaintiffs EARLY and SCHNEIDER, were understood by
16 these above-referenced third person recipients and other members of the community.

17 185. None of Defendants GELLER's, CO's and DOES' 61 through 75, and each of
18 them, defamatory publications against Plaintiff referenced above are true.

19 186. The above defamatory statements were understood as assertions of fact, and not
20 as opinion. Plaintiffs EARLY and SCHNEIDER are informed and believe and based upon
21 this information and belief thereon alleges that this defamation will continue to be
22 negligently, recklessly, and intentionally published and foreseeably re-published by
23 Defendants GELLER, CO and DOES 61 through 75, and each of them, and foreseeably re-
24 published by recipients of Defendants GELLER, CO and DOES 61 through 75, and each of
25 them, publications, thereby causing additional injury and damages for which Plaintiffs seeks
26 redress by this action.

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1 187. Each of these false defamatory per se publications (as set forth above) were
2 negligently, recklessly, and intentionally published in a manner equaling malice and abuse of
3 any alleged conditional privilege (which Plaintiff denies existed), since the publications, and
4 each of them, were made with hatred, ill will, and an intent to vex, harass, annoy, and
5 injure Plaintiffs EARLY and SCHNEIDER in order to justify the illegal and cruel actions of
6 Defendants GELLER, CO and DOES 61 through 75, and each of them, to cause further
7 damage to Plaintiffs' professional and personal reputations.

8 188. Each of these publications by Defendants GELLER, CO and DOES 61 through
9 75, and each of them, were made with knowledge that no investigation supported the
10 unsubstantiated and obviously false statements. The Defendants GELLER, CO and DOES 61
11 through 75, and each of them, published these statements knowing them to be false,
12 unsubstantiated by any reasonable investigation. These acts of publication were known by
13 Defendants GELLER, CO and DOES 61 through 75, and each of them, to be negligent to
14 such a degree as to be reckless. In fact, not only did Defendants GELLER, CO and DOES 61
15 through 75 , and each of them, have no reasonable basis to believe these statements, but they
16 also had no belief in the truth of these statements, and in fact knew the statements to be false.
17 Defendants GELLER, CO and DOES 61 through 75, and each of them, excessively,
18 negligently, and recklessly published these statements to individuals with no need to know,
19 and who made no inquiry, and who had a mere general or idle curiosity of this information.

20 189. The above complained-of publications by Defendants GELLER, CO and DOES
21 61 through 75, and each of them, were made with the despicable and evil motive of a means
22 of drawing attention away from allegations against Defendant CO, as well as the claims
23 Plaintiff EARLY and Plaintiff SCHNEIDER have against Defendants CO and CITY, and
24 making it appear that Plaintiffs EARLY and SCHNEIDER had committed wrongful and
25 illegal acts. Defendants GELLER, CO and DOES 61 through 75, and each of them,
26 published these statements, not with an intent to protect any interest intended to be
27 protected by any privilege, but with negligence, recklessness and/or an intent to injure
28 Plaintiffs and destroy and tarnish their reputations. Therefore, no privilege existed to protect

1 any of the Defendants from liability for any of these aforementioned publications or re-
2 publications.

3 190. As a proximate result of the publication and republication of these defamatory
4 statements by Defendants GELLER, CO and DOES 61 through 75, and each of them,
5 Plaintiffs have suffered injury to their personal, business and professional reputations
6 including suffering embarrassment, humiliation, severe emotional distress, shunning, anguish,
7 fear, loss of employment, and employability, and significant economic loss in the form of lost
8 wages and future earnings, all to Plaintiffs' economic, emotional, and general damage in an
9 amount according to proof.

10 191. The above-described conduct by Defendants GELLER, CO and DOES 61
11 through 75, and each of them, was done with malice, oppression and fraud in that it was
12 published in conscious disregard for Plaintiffs' right of privacy, and for the improper purpose
13 of making Plaintiffs appear as if they had committed wrongful and illegal acts while
14 employed at Defendant CITY, as a means to draw attention away from allegations against
15 Defendant CO, as well as the claims Plaintiff EARLY and Plaintiff SCHNEIDER have
16 against Defendants CO and CITY. Thus Plaintiffs seeks an award of punitive damages in an
17 amount to be determined according to proof at time of trial, as against Defendants GELLER,
18 CO and DOES 61 through 75, and each of them.

19
20 **TENTH CAUSE OF ACTION**

21 **(MALICIOUS PROSECUTION)**

22 (Plaintiffs EARLY and SCHNEIDER as against Defendants GELLER, CO,
23 and DOES 61 through 75)

24 192. Plaintiffs EARLY and SCHNEIDER hereby incorporates by reference,
25 Paragraphs 1 through 9, and Paragraphs 111 through 118 of this Complaint as if fully set forth
26 herein.

27 193. Plaintiffs EARLY and SCHNEIDER are informed and believe that Defendants
28 GELLER, CO and DOES 61 through 75, and each of them, commenced a civil lawsuit

1 against Plaintiffs EARLY and SCHNEIDEZR by filing the CO Complaint. Plaintiffs
2 EARLY and SCHNEIDER herein allege that Defendant CO directed the commencement of
3 the civil action in that the CO Complaint was a verified complaint and the verification was
4 signed by Defendant CO.

5 194. Plaintiffs EARLY and SCHNEIDER are informed and believe and based upon
6 such information and belief thereon allege that Defendant GELLER advised, and assisted
7 Defendant CO in bringing the CO Complaint as evidenced by the fact that Defendant
8 GELLER specifically mentioned acts that were attributable to himself in the CO Complaint
9 and then later ratified the CO Complaint and the allegations contained therein with comments
10 Defendant GELLER posted in his blog on the internet.

11 195. Plaintiffs EARLY and SCHNEIDER herein allege that the CO Complaint was
12 terminated in their favor when the Defendants GELLER, CO and DOES 61 through 75 was
13 dismissed.

14 196. Plaintiffs EARLY and SCHNEIDER herein allege that the CO Complaint
15 brought by Defendants GELLER, CO and DOES 61 through 75, and each of them, was
16 brought without probable cause in that even Defendant GELLER retracted the service of the
17 CO Complaint on Plaintiff EARLY, and then the CO Complaint was dismissed before the
18 time in which Plaintiffs were to respond.

19 197. Plaintiffs EARLY and SCHNEIDER herein allege that the CO Complaint
20 brought by Defendants GELLER, CO and DOES 61 through 75, was brought with malice.
21 Plaintiffs EARLY and SCHNEIDER are informed and believe and based upon such
22 information and belief thereon allege that the real reason that Defendants GELLER, CO and
23 DOES 61 through 75, and each of them, brought the CO Complaint was to draw attention
24 away from allegations against Defendant CO, as well as the claims Plaintiff EARLY and
25 Plaintiff SCHNEIDER have against Defendants CO and CITY, as evidenced by the fact that
26 Defendant GELLER emailed the CO Complaint to the Press Enterprise.

27 198. As a direct and proximate result of the conduct of Defendants GELLER, CO
28 and DOES 61 through 75, and each of them, Plaintiffs EARLY and SCHNEIDER have

1 suffered and continues to suffer embarrassment, humiliation and mental anguish all to their
2 individual damage in an amount according to proof.

3 199. As a direct and proximate result of the conduct of Defendants GELLER, CO
4 and DOES 61 through 75, and each of them, Plaintiffs EARLY and SCHNEIDER have
5 incurred legal costs and expenses all to their individual damage in an amount according to
6 proof.

7 200. The above-described conduct by Defendants GELLER, CO and DOES 61
8 through 75, and each of them, was done with malice, oppression and fraud in that it was in
9 conscious disregard for Plaintiffs' rights, and for the improper purpose of making Plaintiffs
10 appear as if they had committed wrongful and illegal acts while employed at Defendant
11 CITY, as a means to draw attention away from allegations against Defendant CO, as well as
12 the claims Plaintiff EARLY and Plaintiff SCHNEIDER have against Defendants CO and
13 CITY. Thus Plaintiffs seeks an award of punitive damages in an amount to be determined
14 according to proof at time of trial, as against Defendants GELLER, CO and DOES 61
15 through 75, and each of them.

16
17 **ELEVENTH CAUSE OF ACTION**

18 **(ABUSE OF PROCESS)**

19 (Plaintiffs EARLY and SCHNEIDER as against Defendants GELLER, CO,
20 and DOES 61 through 75)

21 201. Plaintiffs EARLY and SCHNEIDER hereby incorporates by reference,
22 Paragraphs 1 through 9, Paragraphs 111 through 118, and Paragraphs 193 through 200 of this
23 Complaint as if fully set forth herein.

24 202. Plaintiffs EARLY and SCHNEIDER are informed and believe and based upon
25 such information and belief thereon allege that Defendants GELLER, CO and DOES 61
26 through 75, and each of them, was a willful act of using the civil legal process related to the
27 filing of the CO Complaint was to accomplish a purpose for which the civil legal process was
28 not designed. Namely, Plaintiffs EARLY and SCHNEIDER are of the information and belief

1 that Defendants GELLER, CO and DOES 61 through 75, used the civil legal process as a
2 means to draw attention away from allegations against Defendant CO, as well as the claims
3 Plaintiff EARLY and Plaintiff SCHNEIDER have against Defendants CO and CITY by
4 getting press coverage in the Press Enterprise regarding the CO Complaint.

5 203. Plaintiffs EARLY and SCHNEIDER are informed and believe and based upon
6 such information and belief thereon allege that Defendants GELLER, CO and DOES 61
7 through 75, and each of them, deliberately and wilfully used the civil legal process for the
8 improper purpose of using the CO Complaint, in that Defendant GELLER had the CO
9 Complaint served upon Plaintiff EARLY. Defendant GELLER then retracted the service of
10 the CO Complaint, and then dismissed the CO Complaint prior to Plaintiff EARLY needing
11 to respond, but only after GELLER had emailed the CO Complaint to the Press Enterprise.

12 204. Plaintiffs EARLY and SCHNEIDER are informed and believe and based upon
13 such information and belief thereon allege that Defendants GELLER, CO and DOES 61
14 through 75, and each of them, deliberately and wilfully used the civil legal process for the
15 improper purpose of using the CO Complaint to draw attention away from allegations against
16 Defendant CO, as well as the claims Plaintiff EARLY and Plaintiff SCHNEIDER have
17 against Defendants CO and CITY and by alleging that Plaintiffs EARLY and SCHNEIDER
18 had committed wrongful and illegal acts and using the CO Complaint as a means of getting
19 press coverage in the Press Enterprise.

20 205. As a direct and proximate result of the conduct of Defendants GELLER, CO
21 and DOES 61 through 75, and each of them, Plaintiffs EARLY and SCHNEIDER have
22 suffered and continues to suffer embarrassment, humiliation and mental anguish all to their
23 individual damage in an amount according to proof.

24 206. As a direct and proximate result of the conduct of Defendants GELLER, CO
25 and DOES 61 through 75, and each of them, Plaintiffs EARLY and SCHNEIDER have
26 incurred legal costs and expenses all to their individual damage in an amount according to
27 proof.

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1 218. As a direct and proximate result of Defendant CITY's refusal to reimburse
2 Plaintiffs EARLY and SCHNEIDER for the legal costs and expenses they incurred, Plaintiffs
3 have been individually and collectively damaged in an amount according to proof at time fo
4 trial.

5
6 **WHEREFORE**, Plaintiff prays for judgment against the Defendants, and each of
7 them, as follows:

8
9 **AS TO THE FIRST AND SECOND CAUSES OF ACTION:**

- 10 1. For general damages according to proof;
11 2. For special damages according to proof;
12 3. All fines, penalties, interest, and liquidated damages as provided by law;
13 4. For reasonable attorneys fees;
14 5. For costs of suit incurred; and
15 6. For each other such and further relief as the court may deem proper.

16
17 **AS TO THE THIRD AND FOURTH CAUSES OF ACTION:**

- 18 1. For special damages according to proof;
19 2. For costs of suit incurred; and
20 3. For each other such and further relief as the court may deem proper.

21
22 **AS TO THE FIFTH CAUSE OF ACTION:**

- 23 1. For general damages according to proof;
24 2. For special damages according to proof;
25 3. For punitive damages according to proof;
26 4. For costs of suit incurred; and
27 5. For each other such and further relief as the court may deem proper.

1 **AS TO THE SIXTH CAUSE OF ACTION:**

- 2 1. For general damages according to proof;
3 2. For special damages according to proof;
4 3. For punitive damages according to proof;
5 4. For costs of suit incurred; and
6 5. For each other such and further relief as the court may deem proper.
7

8 **AS TO THE SEVENTH, EIGHTH AND NINTH CAUSES OF ACTION:**

- 9 1. For general damages according to proof;
10 2. For special damages according to proof;
11 3. For punitive damages according to proof;
12 4. For costs of suit incurred; and
13 5. For each other such and further relief as the court may deem proper.
14

15 **AS TO THE TENTH AND ELEVENTH CAUSES OF ACTION:**

- 16 1. For general damages according to proof;
17 2. For special damages according to proof;
18 3. For punitive damages according to proof;
19 4. For costs of suit incurred; and
20 5. For each other such and further relief as the court may deem proper.
21

22 **AS TO THE TWELFTH CAUSE OF ACTION:**

- 23 1. That the court determine, adjudge, declare and decree that Defendant CITY
24 indemnify and reimburse Plaintiffs EARLY and SCHNEIDER for legal costs
25 and expenses they incurred in the CO Complaint;
26 2. For attorneys fees according to proof;
27 3. For interest as provided by law;
28 4. For costs of suit incurred; and

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5. For each other such and further relief as the court may deem proper.

AS TO THE THIRTEENTH CAUSE OF ACTION:

1. For the sum of Plaintiffs EARLY and SCHNEIDER legal costs and expenses they incurred in the CO Complaint according to proof;
2. For attorneys fees according to proof;
3. For interest as provided by law;
4. For costs of suit incurred; and
5. For each other such and further relief as the court may deem proper.

DATED: October 18, 2013

LAW OFFICES OF GARY S. BENNETT

By: 
GARY S. BENNETT
Attorneys for Plaintiff



A

EMPLOYMENT AGREEMENT

This employment agreement is made and entered into as of June 2, 2009, by and between Paul J. Early (Employee) and the City of Moreno Valley (City).

1. City has offered Employee the position of Deputy City Attorney III and the Employee has accepted employment in that capacity. This position is excepted from the City Personnel Rules and Regulations as set forth in Section 1.35.1C of said Rules.
2. The duties of Employee shall be as determined by the City Attorney, generally in conformance with the job description for the position.
3. Employee shall serve at the will and pleasure of the City Attorney and shall continue until terminated pursuant to Section 6,7,8 or 9 of the agreement, or the Employee resigns, dies, or becomes incapacitated or is otherwise unable to perform his duties. If this agreement is terminated "without cause", the City Attorney shall give Employee a minimum of 120 days notice in writing.
4. As compensation for his services, Employee shall receive compensation in accordance with the adopted salary schedule for the position, plus all other compensation and benefits afforded by City to other full-time Division Management employees. All compensation and leave policies applicable to other full-time Division Management employees as contained in the City's Personnel Rules and Regulations, Section 14, shall apply to Employee.
5. Employee shall devote his full time and energies to the discharge of his duties. Employee shall hold no outside employment unless specifically approved in writing by the City Attorney. Notwithstanding the above, Employee may engage in occasional teaching and writing activities so long as these activities do not interfere with Employee's discharge of his obligations to the City under this agreement.
6. Employee may not be terminated "without cause" within six months after any change of the City Attorney or Interim City Attorney, though notice may be given within that period.
7. This agreement may be terminated by Employee at any time upon written notice to the City Attorney. It is expected that the Employee will give at least 45 days written notice.
8. The City Attorney may terminate this agreement "for cause" at any time on written notice. "For cause" is defined as conviction of a felony or commission of an act involving moral turpitude; non-performance of job; possession of, use of, or working while under the influence of alcoholic beverages or controlled substances during working hours; conflict of interest; theft; embezzlement or fraud; acceptance of bribes or extortion; imposition of professional discipline by the California State Bar; or other legitimate or justified reason constituting a material breach of this agreement by

Employee. If this agreement is terminated by City Attorney "for cause", Employee's employment shall be deemed immediately terminated and Employee shall surrender all City keys, computer passwords, and other City property entrusted to Employee for purposes of the discharge of his duties. Employee shall have no recourse under this agreement or any administrative procedure for purpose of challenging a termination action.

9. This agreement shall be governed under the laws of the State of California.

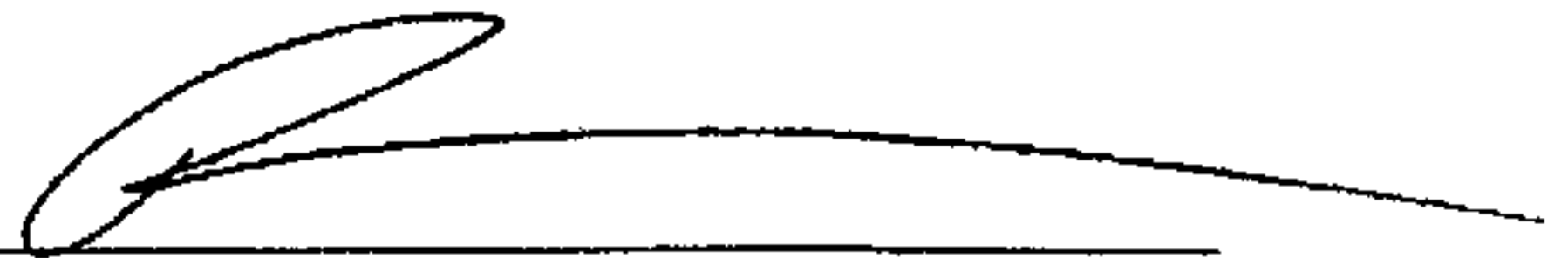
10. Should any provision of this agreement be determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed stricken from this agreement and the remainder of the agreement shall remain in full force and effect.

11. This agreement constitutes the full understanding between the parties. Any modification of this agreement to be effective must be by written agreement between the parties.

12. This agreement shall not become effective until it has been signed by the Employee and approved by the City Attorney.

Date: 6/2/09

Employee: Paul J. Early



Date: 6/2/2009

CITY OF MORENO VALLEY

By: Robert D. Herrick

Robert D. Herrick, City Attorney



B

d. How and under what circumstances did damage or injury occur? Specify the particular occurrence, event, act, or omission you claim caused the injury or damage (use additional paper if necessary).

SEE ATTACHED NARRATIVE

e. What particular action by the City, or its employees, caused the alleged damage or injury?

SEE ATTACHED NARRATIVE

4. A general description of the indebtedness, obligation, injury, damage or loss incurred so far as it may be known at the time of presentation of the claim. If there were no injuries, state "no injuries".

SEE ATTACHED NARRATIVE

5. Give the name(s) of the City employee(s) causing the damage or injury. If unknown, provide whatever information is available which might identify the person responsible.

SEE ATTACHED NARRATIVE

6. Name and address of any other person(s) injured:

NOT APPLICABLE.

7. Name and address of the owner of any damaged property:

NOT APPLICABLE.

8. Damages claimed:

a. Amount claimed as of this date: \$ _____

b. Estimate amount of future costs: \$ _____

c. Total amount claimed: \$ _____

d. Basis for computation of amounts claimed (Include copies of all bills, invoices, estimates, etc.):
IN EXCESS OF \$10,000.00 (UNLIMITED CIVIL JURISDICTION)

9. Names and addresses of all witnesses, hospitals, doctors, etc:

a. SEE ATTACHED NARRATIVE _____

b. _____

c. _____

d. _____

10. Any additional information that might be helpful in considering this claim:

SEE ATTACHED NARRATIVE

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.
(Penal Code Section 72; Insurance Code Section 556)

I have read the matters and statement made in the above claim and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief as to such matters I believe the same to be true. I certify under penalty of perjury that the foregoing is TRUE and CORRECT.

Signed this MAY 13th day of May, 2013, at Moreno Valley, California.

Claimant's Signature

CLAIM AGAINST THE CITY OF MORENO VALLEY

CLAIMANT- PAUL EARLY

ATTACHMENT

The following narrative contains information responsive to Sections 3; 4, 5, 9, and 10:

I started my employment with the City on March 5, 2007, and I had a written contract for my position as a Deputy City Attorney III. That contract was amended on June 2, 2009, and has remained in full force and effect since that time.

Starting in or about February 2009, the City started having a number of continuous code enforcement problems with one of its residents named Marcelo Co. These problems resulted in a series of criminal complaints being filed against him. During these numerous filings, as a Deputy City Attorney, I coordinated with a number of other departments within the City as well as prosecuting the violations..

In early 2010, Mr. Co filed papers to run for City Council for the City of Moreno Valley. At the time Mr. Co filed these papers, prosecution of the code enforcement criminal filings were still pending.

Subsequently Mr. Co was elected to the City Council in the November election of 2011. At that time, the prosecution of the pending code enforcement criminal filings were referred to the District Attorney's Office, and I was the City liaison with Deputy District Attorney Lauren Dossey. Ultimately a plea bargain was struck between the District Attorney's Office and Mr. Co, and Mr. Co was placed on probation. It should be noted that Mr. Co had been represented in regard to these code enforcement prosecutions by an attorney named Michael Geller. Mr. Geller was the law partner of Richard Stewart, the then Mayor of the City of Moreno Valley.

However, the continuing code enforcement issues persisted with Mr. Co., and it then came to the attention of the City that Mr. Co was threatening field personnel with their jobs. This was obviously an abuse of Mr. Co's position as a City Council member. In addition, Mr. Co was not complying with the terms and conditions of his probation.

For instance, Mr. Co built a wall in front of his private residence on the City right-of-way. Instead of taking enforcement action against Mr. Co, Barry Foster, Director of Community & Economic Development, attempted to contrive a way for Mr. Co to keep

his wall. This was an obvious sign of preferential treatment based on the fact that Mr. Co was a City Council member.

Mr. Foster came to me to get the wall adopted. The wall was ultimately adopted conditioned on Mr. Co submitted proof of insurance. However, the insurance submitted by Mr. Co to me did not meet the standard required by the City. Subsequently a battle ensued with me being the brunt of Mr. Co's attacks.

Also following his election, Mr. Co and Mr. Molina started attempting to make substantial changes to the City's Code Enforcement Department.

Then in November 2012, Mr. Thomas Owings, a former Planning Commissioner was elected to the City Council. Mr. Owings was subsequently nominated as Mayor, and Mr. Co nominated as Mayor Pro-Tem.

In December 2012 Mr. Owings emerged from a closed council session and got Ms. Bryant. Robert Hansen was removed as the City Attorney and placed on administrative leave, and Ms Bryant was appointed as Acting City Attorney. I believe Mr. Hansen's removal was based on his voicing concerns about Iddo Benzeevi's Sketchers development, and that those concerns were in direct opposition to those of several elected public officials within the City of Moreno Valley.

With Mr. Hansen's removal, the City Attorney's Office was left with only two attorneys, myself and Suzanne Bryant. Ms. Bryant had been advisor to the Planning Commission.

In or about October 2012, I was informed that the second story of City Hall was to be remodeled. In early January 2013 Ms. Bryant and I went to inspect the new office space for the City Attorney's Office in the annex building.

In or about January 2013, I learned that my office will not be in the annex building, but rather I will be moved into a cubicle downstairs in the main building. I was informed that only one other Division Manager (Dante Hall), besides myself, was not being moved into an office. I started to grow concerned that I was going to be targeted, just like Mr. Hansen.

Additionally the code enforcement violations by Mr. Co continued. A follow-up inspection on Mr. Co's property resulted in the District Attorney's Office filing a probation violation against Mr. Co. Mr. Co had business equipment stored on his residential property. When being re-inspected, Mr. Co moved the business equipment to an adjacent lot which his mother occupied.

In late January 2013, word came down to Code Enforcement and the Building Department from Barry Foster, not to add this latest violation to the probation violations. Mr. Foster stated that the City would only deal with it if there is a complaint.

On or about January 9, 2013, Anne Schneider from Code Enforcement did a drive-by inspection of Mr. Co's property. Mr. Co started yelling at her. Ms Schneider then emailed me copies of her report and photographs and advised that she was also forwarding to the District Attorney's Office (although unbeknownst to me, Ms Schneider did not actual forward the materials to the District Attorney's Office). It should be noted that at this time I was actually on vacation.

Also on or about January 9, 2013, Ms Bryant also sent me a text message advising me not to communicate with anyone about Mr. Co's properties. I telephoned Ms. Bryant and she advised that she had a meeting with the City Manager, Mayor Owings and Barry Foster (Michael Geller and Deputy D.A. Dorsey appeared telephonically), and the business equipment on the adjacent lot to Mr. Co was not going to be a probation violation.

On January 23, 2013, when I returned from vacation, Ms. Schneider called me and asked if I still had the photographs of Mr. Co's property she had sent mem, and asked that I forward the photographs to the District Attorney. Within one hour, I saw Mayor Owings huffing down the hall towards Ms. Bryant's office. I was then ordered into a meeting by Mayor Owings and Ms. Bryant wherein Mayor Owings proceeded to chastise, threaten, and intimidate me for 45 minutes about why the photographs of Mr. Co's property were sent to the District Attorney's Office, and my cooperation with the District Attorney's Office in regard to Mr. Co. Ms. Bryant sat quietly, allowing Mayor Owings to chair the meeting.

During the meeting I advised Mayor Owings that I was concerned about the legal ethics issues of discussing a criminal investigation, and Mayor Owings appeared visibility upset. Mayor Owings asked me why I sent the photographs, to which I responded that Ms. Schneider had asked me to do so. Mayor Owings then insisted that I call Ms. Schneider to come up to the meeting, which I did (it should be noted that Mayor Owning insisted he hear the conversation between myself and Ms. Schneider. Ms. Schneider then came into the meeting and advised Mayor Owings that the District Attorney's Office had requested the photographs.

During the meeting Mayor Owings received a telephone call from Attorney Michael Geller on his cellular telephone. During the telephone conversation Mayor Owings stated to Geller, "I'm getting to the bottom of this." I ultimately left the meeting, however Mayor Owings and Ms. Bryant continued to met for at least another 30 minutes after I

left.

Following the meeting, I went back to my office and typed up a memorandum memorizing the events in the meeting, and gave the memorandum to Ms. Bryant the next day along with another memorandum regarding furlough monies which had been withheld from my paycheck in violation of my contract with the City. Ms. Bryant subsequently advised me that she could no longer talk to me without the Human Resource Director, Tom DeSantis, being present.

On or about January 30, 2013, I was advised by Ms. Bryant and Mr. Santos that an investigation was pending and being conducted by Attorney Bradley Newfeld.

I was subsequently interviewed by Mr. Newfeld in early February 2013, and I provided Mr. Newfeld with a list of Penal Code and Government Code sections that I believe were violated by City officials. It should be noted that these code sections were also included in my memorandum to Ms. Bryant.

On March 6, 2013 there was a Council study session on Code Enforcement Remedies. Both myself and Mr. Brady were told not to attend the meeting, despite the fact that this was our areas of expertise. Mayor Owings made comments that I was a full-time prosecutor and that he sees me all the time in court, standing around. Both of these statements by Mayor Owings were inaccurate and I believe intended to besmirch my professional reputation, but also intended to harass me based on my previous prosecutions against Councilman Co.

On or about March 6, 2013, Ms. Bryant was out of town, and I was asked to sit in as counsel for a special meeting for interviews for Planning Commission seats. Mayor Owings continued to make harassing comments toward me in front of other Council members and Planning Commission candidates.

On or about March 12, 2013 I was asked to complete a Request For Proposals Packet for attorney services. I had no idea at the time that I was actually being asked to write the RFP for my replacement.

On March 14, 2013, I was advised that he was being laid off due to budget cuts. Apparently four City employees were being affected by the lay off:

1. Paul Early, Esq.;
2. Anne Schneider;

3. Albert Brady; and
4. Dante Hall.

Of the four employees affected, three (myself, Schneider, and Brady) were all involved in the code enforcement actions against Mr. Co. As for Dante Hall, his position had already been slated for elimination because of the elimination of funding for the Redevelopment Department, and would have been eliminated without the alleged budget cuts.

Further, I have complained about conduct of elected officials involving Brown Act violations, and I believe that the motivation of certain public officials to limit the power of Code Enforcement, the Building Department, and the City Attorney's office, is part of a large scheme tied to certain developers in the City, and others associated with them.

It is my opinion, based upon my observations that the City of Moreno Valley has a history of protecting public officials.


Based upon these facts, it is clear that my position was eliminated because of my complaints of statutory violations by City officials pursuant to Labor Code § 1102.5(b), and my refusal to commit violations of law pursuant to Labor Code § 1102.5(c), as well as my complaints about wage and hour violations and the breach of my written contract.

Section 8- Damages Claimed:

As a direct and proximate cause of my termination, I have suffered lost earnings and benefits (including but not limited to CalPERS), emotional distress, loss of reputation, and have incurred attorneys' fees. All in an amount in excess of \$10,000.00 and subject to the Unlimited civil case jurisdiction of the Superior Court.

Additionally, due to the breach of my written contract wherein I was subjected to furlough days from July 10, 2009 through my termination. This amounts to approximately \$54,183.52 plus accruing interest.

Dated: 5/13, 2013



PAUL EARLY



e



May 17, 2013

Gary S. Bennett
Attorney at Law
23161 Mill Creek Drive, Suite 340
Laguna Hills, CA 92653

Re: **NOTICE OF REJECTION OF CLAIM**

CLAIMANT : Paul Early
DATE OF LOSS : July 10, 2009 through my termination
PERMA FILE NUMBER : MV1353

A public

Dear Mr. Bennett:

agency

The Public Entity Risk Management Authority ("PERMA") administers the self-insured liability program for the City of Moreno Valley ("City"). This notice is being provided on behalf of the City, who has delegated the authority to PERMA to: (i) reject a claim; (ii) give notice of a claim's insufficiency; and/or (iii) give notice of a claim's untimeliness.

since

1985

Notice is hereby given that the claim you presented to the City on May 13, 2013 was rejected on May 16, 2013. This notice of rejection extends to any cause of action which accrued from May 13, 2012 to May 13, 2013.

36-951

Cook Street

WARNING

Suite 101

You have, subject to certain exceptions, only six (6) months from the date this notice was personally delivered or deposited in the mail to file a court action on this claim. See California Government Code section 945.6. **NOTE:** This six (6) month filing period applies only to causes of action governed by the California Government Tort Claims Act, Government Code sections 900 et seq. Other causes of action, including those arising under federal law, may have a shorter time period for filing a court action.

Palm Desert

CA 92211

phone

You may seek the advice of an attorney of your choice in connection with this matter. If you desire to consult an attorney, you should do so immediately.

760.360.4966

Sincerely,

fax


Kerry Trost
Claims Manager

760.360.3264



c. Suzanne Bryant, Acting City Attorney, City of Moreno Valley



D



May 17, 2013

Gary S. Bennett
Attorney at Law
23161 Mill Creek Drive, Suite 340
Laguna Hills, CA 92653

Re: **NOTICE OF LATE CLAIM**

CLAIMANT : Paul Early
DATE OF LOSS : July 10, 2009 through my termination
PERMA FILE NUMBER : MV1353

A public

agency

since

1985

36-951

Cook Street

Suite 101

Palm Desert

CA 92211

phone

760.360.4966

fax

760.360.3264

Dear Mr. Bennett:

The Public Entity Risk Management Authority ("PERMA") administers the self-insured liability program for the City of Moreno Valley ("City"). This notice is being provided on behalf of the City, who has delegated the authority to PERMA to: (i) reject a claim; (ii) give notice of a claim's insufficiency; and/or (iii) give notice of a claim's untimeliness.

On May 13, 2013, you presented a claim to the City. The claim you presented for any cause of action which accrued before May 13, 2012 is being returned because it was not presented within one (1) year after the event or occurrence as required by law. See sections 901, 911.2 and 911.4 of the Government Code. Because the claim was not presented within the time allowed by law, no action was taken on the claim.

You may seek the advice of an attorney of your choice in connection with this matter. If you desire to consult an attorney, you should do so immediately.

Sincerely,


Kerry Trost
Claims Manager

c. Suzanne Bryant, Acting City Attorney, City of Moreno Valley



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E

d. How and under what circumstances did damage or injury occur? Specify the particular occurrence, event, act, or omission you claim caused the injury or damage (use additional paper if necessary).

SEE ATTACHED NARRATIVE

e. What particular action by the City, or its employees, caused the alleged damage or injury?

SEE ATTACHED NARRATIVE

4. A general description of the indebtedness, obligation, injury, damage or loss incurred so far as it may be known at the time of presentation of the claim. If there were no injuries, state "no injuries".

SEE ATTACHED NARRATIVE

5. Give the name(s) of the City employee(s) causing the damage or injury. If unknown, provide whatever information is available which might identify the person responsible.

SEE ATTACHED NARRATIVE

6. Name and address of any other person(s) injured:

SEE ATTACHED NARRATIVE

7. Name and address of the owner of any damaged property:

N/A.

8. Damages claimed:

- a. Amount claimed as of this date: \$ _____
- b. Estimate amount of future costs: \$ _____
- c. Total amount claimed: \$ _____

d. Basis for computation of amounts claimed (Include copies of all bills, invoices, estimates, etc.):
IN EXCESS OF \$10,000.00 (UNLIMITED CIVIL JURISDICTION)

9. Names and addresses of all witnesses, hospitals, doctors, etc:

- a. SEE ATTACHED NARRATIVE
- b. _____
- c. _____
- d. _____

10. Any additional information that might be helpful in considering this claim:
SEE ATTACHED NARRATIVE

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.
(Penal Code Section 72; Insurance Code Section 556)

I have read the matters and statement made in the above claim and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief as to such matters I believe the same to be true. I certify under penalty of perjury that the foregoing is TRUE and CORRECT.

Signed this MAY day of 13th, 20 13, at BANNING California.



Claimant's Signature



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CLAIM AGAINST THE CITY OF MORENO VALLEY

CLAIMANT- ANNE SCHNEIDER

ATTACHMENT

The following narrative contains information responsive to Sections 3; 4, 5, 8, 9, and 10:

I began my employment at the City of Moreno Valley in July 2010. Immediately after I began my employment, I was pressured to issue a "foundation only" building permit for the Skechers project being built by Highland Fairview and Iddo Benzeevi. After action by the City Council directing approval of a foundation only permit, I issued the permit on or about July 15, 2010. The Building Code requires that a building permit be issued only if the proposed project is in compliance with the codes at the time of permit issuance. This project was not in compliance. The reason it was not in compliance was because the property on which they wished to build consisted of multiple lots under common ownership. The property was later merged with a parcel map creating a single lot for construction of the project in or about August 2010. At the time the permit was issued the building construction plans did not address the construction requirements for a building with construction crossing property lines. The construction was completed under the supervision of Dale Brose, Building Inspector II. The project was a source of conflict on a nearly daily basis because of requests to approve deviations in normal process or proceed in violation of Building Code requirements and contrary to policy and/or best practices for construction projects. Barry Foster repeatedly contacted me and my staff to request that items that were not approved be approved without correction and other violations.

Prior to my arrival at the City an enforcement case was initiated under the previous building official, Gary Kyle (retired) against Marcelo Co for violations at 25164 Atwood. The case was opened when Ron Weilin, (retired) Building Inspector noted that, visible from the public street, there was a large metal building, that based on research of City records, was constructed without permits. Although the case was opened based on the observation from the street, the property was not inspected by the City until in or about May 2011.

Mr. Co had initiated a Planning Application to attempt to legalize the construction at the Atwood property. That application was eventually approved by Planning and set specific conditions of approval that were required for the final approval of the construction by Building & Safety. The documents provided to Planning identified many areas of illegal construction besides the metal building that was the subject of the original complaint. This un-permitted construction was revealed by Co even though the city did not have

specific information about the other illegal structures.

After my arrival I did use the City GIS system to observe that the plans provided to the Planning Department were not accurate and did not properly reflect the construction as shown on the aerial photography in the City's GIS system (photos dated in 2008). For several months through about December 2010 a series of plans were submitted to document the construction that existed. The information provided was not accurate and was rejected repeatedly for incomplete and inaccurate information.

In or about August 2010 Marcel Co filled papers and began a run for City Council. In or about November 2010, he won election to District 3, which was not the location of the Atwood residence. That residence had been Co's primary home up until he filed for his council run in District 3. Evidence exists that Co used the Atwood property as his home, his personal business office, managed his rental properties and managed, stored and ran a commercial business from the Atwood property.

Over the course of the next few months the scope of the project that Councilman Co attempted to have approved changed repeatedly. As an example, Co provided construction plans from a firm in North Dakota for the construction of the metal building that was initially the subject of the complaint. These plans clearly showed that the engineering design of the building did not meet the minimum Building Code requirements for California.

The metal building that was the subject of the original complaint, eventually was completely removed in or about 2012. At the last inspection of the property, from the public street and the access easement to the west of the Atwood property, all the construction that eventually was included in the prosecution of Councilman Co had been removed. The probation violation that was recorded in or about January 2013 was for failure to remove the construction debris generated from the demolition of the illegal construction from the subject property and an adjacent property also owned by Councilman Co (formerly his mother's home).

Beginning when I was hired by the City, Mr. Co was abusive, lied and threatened me and my staff and other City employees. Four specific complaints were brought to my attention and as result of those complaints, I took over handling all contact with Councilman Co personally to shield my staff and other City employees from further abuse and harassment. I believe it is my responsibility to mitigate any harassment of my employees as their supervisor. Since it was not possible for them to avoid contact with Councilman Co, I felt it was important that their contact be limited. They were directed to call me any time he contacted the City for processing his applications for the various building permits

he needed to resolve the criminal complaint.

After Co's election to City Council, the prosecution of the case was eventually transferred to the District Attorney's Office. Prior to that transfer, I worked closely with Paul Early to determine the scope of the violations at the Atwood property. In addition, Paul Early requested that I determine if any other properties owned by Co had outstanding violations. I reviewed an extensive list of previous violation cases, and found two unresolved, at two rental homes, one located on Kitching and one on Perris Boulevard. Both involved additions to the homes without permits or approvals. Both additions were eventually completely removed because he could not obtain permits for the construction without removing the entire structure and pouring a new foundation, then rebuilding the entire addition.

The work that had been performed was dangerous and substandard. I believe both cases were opened by Glenn Waggoner, (retired) Housing Inspector. Glenn was primarily responsible for pursuing cases for violations that related to property maintenance at rental properties.

In or about April of 2011 Barry Foster asked me if there was a way to have someone else inspect Co's properties so the focus of the abuse by Co could be shifted away from staff. I was able to assign the inspection of the property to James Barrett of Willdan as an inspection to support the "plan check" process that was on going. Councilman Co's attorney, Michael Geller, had been complaining to Barry Foster that he didn't want to have a "moving target" for the scope of violations at the Atwood property as he felt he didn't have complete, precise information about the nature of the violations at the property. I informed Barry Foster that we had never been on the property at Atwood and that the cases at Perris blvd and Kitching were from as long ago as 1996.

Paul Early and I arranged with Attorney Geller to inspect the Atwood property in or about May 2011. The inspection was attended by Attorney Geller and local engineer, Dave Slawson, Jim Barrett and Ron Espalin from Willdan, Lauren Dossey from the DA's office, and me. Two employees of Mr. Co were also present and provided access into the structures. The inspection took several hours and resulted in a detailed report from Willdan.

In or about Summer 2011 the City initiated a management audit of the Land Development Division, which at that time was under the supervision of the Public Works Department run by the City Engineer, Chris Vogt. The audit was believed to be specifically directed at getting the Land Development Division under the supervision of Barry Foster so he could threaten the manager, Mark Sambito, with requests to approve processes or to

proceed with construction in violation of Municipal Code requirements and policy/ best practices for construction projects. It was also widely believed that the audit was done to coerce Mark Sambito to treat the Skechers project more favorably and relax the efforts to insist upon compliance with codes and standards for Highland Fairview and Iddo Bezeevi.

The results of the audit were presented to the City Council and used to embarrass Chris Vogt. Land was eventually moved under Mr. Foster and he behaved similarly with Mark Sambito, trying to get him to approve work that was not correct through coercion and veiled threats. The audit was conducted by Tom DeSantis prior to his employment by the City as the HR Director. After he finished the Land Division audit, Tom conducted a similar audit of the Planning and Building & Safety Divisions. That audit is the only evaluation that I have received of my performance and operation of the division since my initial evaluation that was performed by Kyle Kollar in December 2010 to conclude my initial probation period when I was hired by the City.

These audits (Planning & B&S) were not presented publicly and it took several months for me to receive a copy of the documents. The report was favorable and discussed the limitations that previous staffing and budget reductions placed on further improvements to the Division.

The prosecution of Co took place in or about September 2011 and resulted in a conviction. The terms of probation that were imposed were based on a detailed list of measures to be taken that I prepared based on the inspections conducted by Willdan. The list required compliance with all terms of probation within 120 days. Beginning at the 30 day mark and every thirty days thereafter I conducted a drive by inspection of the properties and review of the city records to determine if compliance had been achieved for any items in the probation. These reports were prepared in writing in anticipation of a request for status from Lauren Dossey. The final report in January 2012 (120 days) showed that the majority of the items had not been resolved.

Periodically over the next twelve months I prepared updates of the status of the terms of probation which I provided to Paul Early. He would then in-turn forwarded the reports to Lauren Dossey.

In or about December 2012, I spoke with Paul Early and he advised that the last and final continuance for the Co case had been granted and that the case must be resolved by the hearing in January 2013. A meeting was conducted between Attorney Geller, Barry Foster, Laruen Dossey and me. During that meeting the outstanding items from the probation terms were reviewed in detail. There were several statements made by

Attorney Geller that were augmentative but I did not respond to his misstatements and incorrect information. During the meeting I made a point of identifying to Lauren that the pictures I had provided showed a large amount of demolition debris on the adjacent property at Atwood. Lauren stated explicitly to Attorney Geller that Co could not create a new violation case on the adjacent property and he could not just move the debris from the subject site to the neighboring site to avoid compliance at the primary Atwood site.

After the meeting I asked Lauren Dossey to step into Paul Early's office and we briefly discussed the meeting, some of the incorrect information that Geller stated and Barry Foster's pressure to make this go away. Barry Foster has repeatedly and specifically said this needs to go away. He never offered to provide the information to Lauren Dossey and I only provided accurate correct information to Lauren Dossey.

As the January hearing date approached, Barry Foster took to stating that "we" weren't going to worry about any new violations, that the debris on the adjacent property was not relevant and that "we" would only include that violation if we received a new complaint about the debris.

On or about January 7, 2013 I left the office to conduct a series of inspections of various properties, including a last inspection of Co's Atwood property. When I drove by his property to take pictures it appears that Co noted my presence and followed me to my next inspection and confronted me before I could get out of my car to conduct an inspection of a building damaged by a vehicle accident. He was hostile, aggressive and tried to intimidate me. He asked a series of questions about what I was doing and why I was at his property. I informed him that I was doing my regular inspection of his property to provide an update to Lauren Dossey. After he left I conducted my inspection at the property at Cottonwood and Perris and returned to the office.

I immediately prepared the pictures for my report to Lauren Dossey and forwarded those pictures to Paul Early. I advised him that I would prepare the narrative later but that I wanted him to have copies of the pictures. I was uncomfortable with the confrontation by Co and was concerned that I would be forbidden/prevented from providing my report and wanted someone else to have the photos.

At approximately 4:20 pm on Wednesday January 23, 2013, I received a voice mail message from Lauren Dossey, Assistant Deputy District Attorney of Riverside County. In her message she requested that I contact her and provide her with a status update regarding the code violation at Councilman Co's property for her hearing on Thursday, January 24. After listening to her message I called Deputy City Attorney Paul Early and inquired if he had sent the photographs that I had previously provided to him by email, documenting the condition of the property at that time, to Lauren. He indicated that he

had not yet done that and asked why. I told him that Lauren had requested an update and that I would like him to provide those pictures to Lauren. He agreed to forward the email and we ended our conversation.

I returned the call to ADDA Dossey and asked what she needed. She stated that she had heard that all violations were resolved and wanted to confirm. I advised her that the building code issues were completed and the trash & debris issue on the subject property and the adjacent property also owned by Councilman Co still contained material that was not acceptable. I described the material on the subject property as construction material, wood and debris and on the adjacent property such things as toilets, cabinets, a fireplace and various other materials. She asked for clarification and remarked "the demolition debris is still there?" to which I replied yes. I do not recall if I informed her that DCA Early would be sending the email discussed previously. I indicated to Lauren that I expected that my boss would contact her with an update and that his information might be different and he might provide direction. She thanked me and hung up.

I contacted my supervisor Mr. Barry Foster by email and advised him that ADDA Dossey was expecting a status update for him for the hearing Thursday. I provided him with her direct phone number and her email address. He replied by email a short time later than he had reached her voice mail.

Just before 5pm I received a phone call from the CC/CA conference room phone. Deputy City Attorney Paul Early asked me to come to the conference room to speak with him. No other information was provided. When I reached the door to the conference room I knocked, opened the door and entered. In the conference room I found Interim City Attorney Suzanne Bryant, DCA Early and Mayor Tom Owings. Mayor Owings introduced himself to me and shook my hand. I sat at the end of the table nearest the door.

Mayor Owings proceeded to ask a series of questions about conversations I might have had with the ADDA and Mr. Foster. He inquired who the ADDA was to which I replied "Lauren Dossey". He asked if I had contacted her and I replied that she had contacted me asking for an update on the status of Councilman Co's case. He asked if I provided an update and if I asked DCA Early to send an email. I indicated that I did ask for the email to be sent and that I had been providing status updates to the ADDA for 18 months. He asked what was included in the status reports and I indicated that the report included the status of the code violations at the properties. He asked if I had a conversation with Mr. Foster about the status to which I replied yes. He inquired when the conversation took place and I replied within the last two weeks but I couldn't remember a specific event or conversation. He asked for specifics and I told him I didn't recall a specific and that I

spoke with Mr. Foster daily. He asked when I spoke with ADDA Dossey and I told him that I received a call from her today about 4:15. He asked if I was aware of conversations between Mr. Foster and Councilman Co's attorney Michael Geller. I replied that I did not know about those conversations and that I was not a part of those discussions.

After I left the conference room I returned to my desk and sent an email immediately to Mr. Foster advising him that I had been called into a meeting with the Mayor about Councilman Co's property.

I received and returned a series of phone calls from Mr. Foster and at approximately 6:20 pm I spoke to him by cell phone. He wanted to know what was discussed and I provided him with a brief outline of the conversation. I advised him that ADDA Dossey was expecting to hear from him regarding the status of the property and the code violations. He acknowledged the information and hung up.

In February 2013 I was interviewed about the events of 1/23/13 with Mayor Owings. I provided an account of my activities on that date and was questioned about my interaction with Co on January 7th which surprised me as it was not directly related. I followed up the interview with an email to clarify procedures for handling enforcement cases to provide context for the discussion of Co's conduct and his problems.

I received my layoff notice on March 14, 2013, the same date as Paul Early and Albert Brady.

On or about April 3, 2013 about 2 pm, I was summoned to an unscheduled meeting with Tom DeSantis, Barry Foster and Assistant City Manager Michelle Dawson. I was told by Tom that I was having trouble performing my work because I had changed my normal practice of working in my office with the door open to working with the door closed. I was told that to help me out with this difficult situation they were going to bring someone in to take over the day to day operation of the division and I could focus on any special projects that I needed to complete. I listed the preparation of the new fees schedule and programming of the new fee calculations into the permit software program would be an example of a special project. Barry asked how much time that would take and I replied 80 hours. I asked explicitly for confirmation that I was being removed from all responsibility for my staff and division operations and Barry and Tom confirmed that was true. I asked if I could give them a response on Thursday after I discussed this change of plans with my husband. They agreed and I told them I would respond by close of business on Thursday.

I left the meeting and returned to my office. I worked for about another hour, including

having a conversation with Shaniqua Freeman regarding a similar meeting that was conducted with Dante Hall putting him on leave immediately also. I determined from that conversation that Shaniqua was contacted by Barry before Dante was contacted. Barry asked her if she could take over all of Dante's projects and responsibilities immediately. She also indicated that the same "offer" was made to all employees who were on the layoff list.

I believe that the offer was only made to the others so I could be removed from my responsibilities, a similar "cover" as the audit that was done of Planning & B&S as cover for the targeting of the Land Division previously. I continued to insist that all projects under my authority comply with the minimum safety standards and that put me in opposition to Barry repeatedly. I opposed him on Universal Strike Bowling Alley improvements made without permits, failure to call for inspections on the Robertson's concrete plant, extension of permits under the 2007 building code because the developer, Pacific Communities, failed to meet the terms of a written agreement executed as a precedent to extending the permits after the 2010 code become effective on 1/1/2011 and my insistence that resolution of violation cases (Co, Baca, Nandina tow service, Mo Val framing, Moreno Rose, etc.) be compliance, not dismissal.

On or about April 4, 2013 I contacted Tom DeSantis and accepted his offer to immediately go on administrative leave and left the building at 9 am. I informed my staff of why I was leaving and they helped me load my personal possessions from my office.

On or about April 11, 2013 I met after work with a select group of people from the City who asked for a chance to say goodbye. While we sat on that patio outside BJ's on Frederick I observed Tom DeSantis, Mayor Owings and Iddo Benzeevi arrive for dinner.

I believe that the fines/citations and administrative costs incurred by the City and due for many violation cases have been waived and dismissed by Barry Foster at a cost of thousands of dollars to the City since I left the city. The waivers have been given to further Barry Foster's as well as other public official's development agenda. The waivers were granted despite the violations being outstanding and the property being out of compliance. The City could potentially incur additional costs for completing the resolution of these cases.

It is my opinion, based upon my observations that the City of Moreno Valley has a history of protecting public officials.

Based upon these facts, it is clear that my position was eliminated because of my insisting that the City comply with Building Codes and my complaints of statutory violations by

City officials pursuant to Labor Code § 1102.5(b), and my refusal to commit violations of law pursuant to Labor Code § 1102.5(c).

Section 8- Damages Claimed:

As a direct and proximate cause of my termination, I have suffered lost earnings and benefits (including but not limited to CalPERS), emotional distress, loss of reputation, and have incurred attorneys' fees. All in an amount in excess of \$10,000.00 and subject to the Unlimited civil case jurisdiction of the Superior Court.

Dated: May 13, 2013


ANNE SCHNEIDER



π



May 16, 2013

Gary S. Bennett
Attorney at Law
23161 Mill Creek Drive, Suite 340
Laguna Hills, CA 92653

Re: **NOTICE OF REJECTION OF CLAIM**

CLAIMANT : Anne Schneider
DATE OF LOSS : March 14, 2013
PERMA FILE NUMBER : MV1353

A public

agency

since

1985

36-951

Cook Street

Suite 101

Palm Desert

CA 92211

phone

760.360.4966

fax

760.360.3264

Dear Mr. Bennett:

The Public Entity Risk Management Authority ("PERMA") administers the self-insured liability program for the City of Moreno Valley ("City"). This notice is being provided on behalf of the City, who has delegated the authority to PERMA to: (i) reject a claim; (ii) give notice of a claim's insufficiency; and/or (iii) give notice of a claim's untimeliness.

Notice is hereby given that the claim you presented to the City on May 13, 2013 was rejected on May 16, 2013.

WARNING

You have, subject to certain exceptions, only six (6) months from the date this notice was personally delivered or deposited in the mail to file a court action on this claim. See California Government Code section 945.6. **NOTE:** This six (6) month filing period applies only to causes of action governed by the California Government Tort Claims Act, Government Code sections 900 et seq. Other causes of action, including those arising under federal law, may have a shorter time period for filing a court action.

You may seek the advice of an attorney of your choice in connection with this matter. If you desire to consult an attorney, you should do so immediately.

Sincerely,


Kerry Trost
Claims Manager

c. Suzanne Bryant, Acting City Attorney, City of Moreno Valley





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RECEIVED
MAY 13 2013

CITY ATTORNEY'S OFFICE
CITY OF MORENO VALLEY

CLAIM AGAINST THE CITY OF MORENO VALLEY
(For Damage to Persons or Personal Property)

CITY CLERK
MORENO VALLEY
RECEIVED

13 MAY 13 AM 11:18

For City Clerk's Use
Stamp Time and Date Received

FOR OFFICE USE ONLY

Received by Ewert L

CLAIM NO. 2013-27

via U.S. Mail
 Inter Office Memo
 Over the Counter

A claim must be filed with the City Clerk of the City of Moreno Valley within six (6) months after occurrence of the incident or event on which the claim is based. Be sure your claim is against the City of Moreno Valley, not another public entity. Where space is insufficient, please use additional paper and identify information by paragraph number.

Completed claims must be mailed or delivered to: the City Clerk, City of Moreno Valley, 14177 Frederick St., P.O. Box 88005, Moreno Valley, California 92552-0805.

TO THE HONORABLE MAYOR AND CITY COUNCIL, The City of Moreno Valley California,

The undersigned respectfully submits the following claim and information relative to damage to persons and/or personal property:

1. NAME OF CLAIMANT ALBERT BRADY

a. ADDRESS OF CLAIMANT [REDACTED] CORONA, CA 92881

b. PHONE NUMBER [REDACTED]

c. DATE OF BIRTH [REDACTED]

d. SOCIAL SECURITY NO. Withheld- privacy rights

e. DRIVER'S LICENSE NO. _____

2. Name, telephone, and mailing address to which claimant desires notices to be sent, if other than above:
Gary S. Bennett, Esq., Law Offices of Gary S. Bennett
23161 Mill Creek Drive, Suite 340, Laguna Hills, CA 92653

3. Occurrence or event from which the claim arises:

a. DATE SEE ATTACHED NARRATIVE

b. TIME _____

c. PLACE (Exact & specific location) _____

d. How and under what circumstances did damage or injury occur? Specify the particular occurrence, event, act, or omission you claim caused the injury or damage (use additional paper if necessary).
SEE ATTACHED NARRATIVE

e. What particular action by the City, or its employees, caused the alleged damage or injury?
SEE ATTACHED NARRATIVE

4. A general description of the indebtedness, obligation, injury, damage or loss incurred so far as it may be known at the time of presentation of the claim. If there were no injuries, state "no injuries".
SEE ATTACHED NARRATIVE

5. Give the name(s) of the City employee(s) causing the damage or injury. If unknown, provide whatever information is available which might identify the person responsible.

SEE ATTACHED NARRATIVE

6. Name and address of any other person(s) injured:
SEE ATTACHED NARRATIVE

7. Name and address of the owner of any damaged property:

N/A.

8. Damages claimed:

- a. Amount claimed as of this date: \$ _____
- b. Estimate amount of future costs: \$ _____
- c. Total amount claimed: \$ _____

d. Basis for computation of amounts claimed (Include copies of all bills, invoices, estimates, etc.):
IN EXCESS OF \$10,000.00 (UNLIMITED CIVIL JURISDICTION)

9. Names and addresses of all witnesses, hospitals, doctors, etc:

- a. SEE ATTACHED NARRATIVE _____
- b. _____
- c. _____
- d. _____

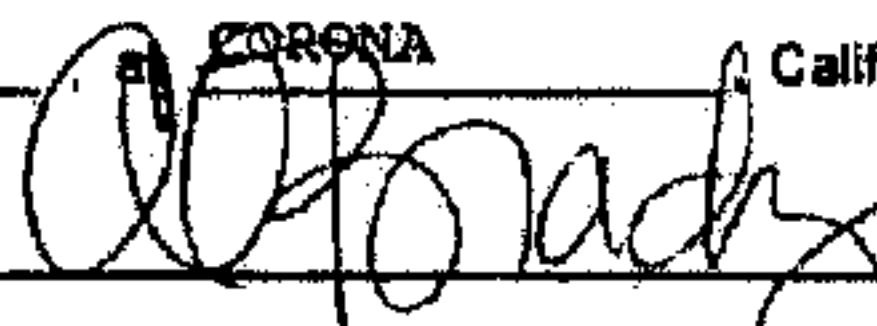
10. Any additional information that might be helpful in considering this claim:

SEE ATTACHED NARRATIVE

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.
(Penal Code Section 72; Insurance Code Section 558)

I have read the matters and statement made in the above claim and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief as to such matters I believe the same to be true. I certify under penalty of perjury that the foregoing is TRUE and CORRECT.

Signed this MAY day of 13 , 20 13 at CORONA California.



Claimant's Signature

CLAIM AGAINST THE CITY OF MORENO VALLEY

CLAIMANT- ALBERT BRADY

ATTACHMENT

The following narrative contains information responsive to Sections 3; 4, 5, 8, 9, and 10:

In or about July 2008 Code Compliance Staff performed a number of weed abatements on properties owned by Jerry Stephens or managed by him. Mr. Stephens visited City Hall and complained about fees owed. When Code refused to dismiss the fees, Mr. Stephens threatened Staff, and stated, "Do you know who I am."

In or about December 2008 I received a call from elected official Jesse Molina demanding all files past and present against Marcelo Co. I advised Council member Molina I would discuss the matter with the Community Development Director and the City Attorney's Office to determine which records were accessible to him per the public records act. He stated "You just have the records ready for my wife who will be there tomorrow to pick them up." I declined to provide him with the active files based upon past practices and once again advised Mr. Molina I would discuss his request with executive management. The conversation ended. The matter was referred to my boss, Kyle Kollar and City Attorney Bob Herrick for follow-up.

In or about February 2009 Code Compliance staff issued citations to Marcelo Co for Municipal Code violations on his properties.

In or about April 2009 Code Compliance personnel are asked to conduct exterior inspections on all of Marcelo Co's properties, and provided the Moreno Valley City Attorney's Office with a comprehensive list of Municipal Code violations for inclusion for potential criminal proceedings.

On or about August 3, 2010 Marcelo Co officially registered as a City Council candidate for the then up-coming election.

On or about September 21, 2010, Marcelo Co was scheduled to appear in Court regarding the code citations and resulting criminal proceedings.

On or about November 2, 2010, Marcelo Co was elected to the Moreno Valley City Council, and was sworn in on or about December 11, 2010. Council member Co immediately thereafter announced that he would be scrutinizing every City position and

avored outsourcing planning and the City Attorney's Office. Not so ironic that he focused on the Department within the City that had been involved in his criminal prosecution and the Department that had oversight of all developer projects within the City.

In or about March 2011, Attorney Michael Geller sent an accusatory email on behalf of Marcelo Co, to the City Attorney's Office, City manager's office and to all City Council members, in which he alleged that Code Compliance was selective in their enforcement. This allegation was based upon the fact that Code Compliance had requested Mr. Co obtain necessary permits and approvals for an un-permitted block wall located in the public right of way but we did not have active investigations against other homeowners on Atwood with similar issues. Code Staff initiated investigations on three other walls, we felt may have been constructed without permits on Atwood.

On or about August 31, 2011, Attorney Geller sends another email on behalf of Mr. Co, attacking Code Compliance and alleging Staff failed to follow-up on his concerns and is unfairly prosecuting Marcelo Co. Of the three complaints he filed, two of the un-permitted walls were removed and the third was permitted by the County prior to City incorporation. His email was malicious, accusatory and entirely not based upon fact.

On or about September 9, 2011 Marcelo Co plead guilty to seven misdemeanor violations at three separate properties, and was sentenced to 8 hours community service, fines, a three years probation.

In or about December 2011 Council member Robin Hastings was to be appointed as mayor (her turn in the rotation). However, instead Council members Stewart, Co and Molina voted for Stewart to be Mayor.

On or about March 1, 2012 I met socially after work with Barry Foster, Director of Community and Economic Development. Mr. Foster was in the neighborhood of my residence for his daughters water polo practice. We met at Oggi's in Corona. During our conversation Mr. Foster made complaints about Anne Schneider, stating that she was not flexible with developers and specifically mentioned the Sketcher's and Universal Strike projects. Mr. Foster stated that he wished Ms. Schneider would quit and that he would like to get rid of her. I commented in response that Ms. Schneider could not be flexible with regard to building requirements.

On or about May 7, 2012 the City Manager's Office request that Paul Early and I prepare a memorandum on the current code policies regarding administrative, civil, and criminal remedies. They also requested we detail other remedies used by other Code Compliance

programs. I was advised by Barry Foster that this request was in response to concerns voiced by Marcelo Co and his attorney Michael Geller about the criminal complaint process.

On or about July 9, 2012 Barry Foster came into my office and asked if I had spoken to a person named Doug Whitney. I replied the name sounds familiar but I couldn't recall our conversation. I asked Barry who Mr. Whitney was and he replied Mr. Whitney is a major developer in Moreno Valley. He walked away. I recalled my conversation with Mr. Whitney regarding 13072 Teton Place. I contacted Barry and explained the nature of the conversation. He stated that Mr. Whitney was submitting an email to the City Manager containing his concerns and after he had a chance to review the email he would get back to me.

On or about July 10, 2012 I ran into Barry and asked him if he had received Mr. Whitney's email. He replied "yes, we will talk about it tomorrow. Later that day I received an email meeting request from Barry to discuss Mr. Whitney's case on July 11, 2013, at 10AM in his office.

On or about July 11, 2012 I reported to Barry's Office at 9:55 AM. He requested I come back at 10AM. I returned to his office at 10AM and the HR Director, Tom DeSantis was in the room (obviously asked me to return because he had invited Tom to be present). I asked Barry why Tom was included in our meeting? He replied as an extra set of ears and because he happened to be in the area. I replied he's always in the area, his office is next door. I advised them I was not comfortable with Tom present and that it appeared to me that they were conducting a HR investigation. They both assured me an investigation was not occurring. I provided Barry a copy of the case file which included all notes, photographs, notices, administrative citations, and a GIS aerial photo of the property. I explained the case was complaint generated for lack of required landscape materials and discarded trash stored in public view. I advised them staff had issued four separate notices and three administrative citations since the inception of the case. I explained to Barry and Tom that Mr. Whitney had requested a return call on his property. During our conversation, he requested an extension of the 30 day appeal period because he lost the ticket. I advised Mr. Whitney I could not extend the appeal period without just cause and losing the citation did not qualify as a valid reason. I advised Tom and Barry that the conversation was uneventful and non-confrontational which is why I did not recall the conversation on the 9th when Barry first approached me. Barry asked if I had other encounters with Mr. Whitney in the past. I replied "not that I'm aware of" Tom asked if I discussed Building Permits with him? I said "No." Barry asked if we had additional cases against Mr. Whitney? I replied "not that I am aware of." Barry then replied this whole matter doesn't make any sense and your story is completely different than Mr.

Whitney's. I stated I have reason to mislead you, but it seems clear that developers do get special treatment here. Barry stated "we're not giving him special treatment" to which I replied a meeting with a HR director is not normal protocol for a case like this. Barry Foster came by my office on or about July 16, 2012, and said the whole thing was a big misunderstanding due to Michael Geller. He stated Mr. Geller had sent an inaccurate email to the City Manager which generated our need for a meeting and that Mr. Whitney verified I was cordial to him. I requested a copy of the email Geller sent to the City Manager but Barry refused to provide the correspondence. I commented that someone should hold Mr. Geller accountable for making false allegations to which Barry replied that's just Geller being Geller your not going to change the man. The conversation ended. Barry Foster also directed me to dismiss a \$1,400.00 administrative citation issued to Mr. Whitney.

On or about September 10, 2012 I recalled seeing an article in the Press Enterprise regarding campaign contributions by Skecher's, Highland Fairview, Jerry Stephens, Douglas Whitney and Marcelo Co to Owings and Molina's campaign. They hold a campaign event at Michael Geller's home (Council member Stewart's partner) to support the candidates. I was also aware that Michael Geller run's the Moreno Valley Taxpayer's Association which has been a big contributor to several City Council candidates.

In or about November 2012 Cindy Miller contacted me and requested I meet with Marcelo Co. When I arrived Marcelo closed the door and provided me an unlawful detainer action he had filed against a resident that would not comply with code enforcement standards. Marcelo then asked me how I felt I was doing as the Code Manager for the City of Moreno Valley. I replied I think I'm doing a great job but how do you think I'm doing. He did not answer the question but said I should be aware that with the election of Tom Owings and the reappointment of Jesse Molina there are going to be a lot of changes in City and Code that I need to prepare for.

On or about December 4, 2012 the City Council comprised of Stewart, Co, Molina, Hastings and Batey evaluated City Attorney Robert Hansen. Co and Molina refuse to participate and leave while the others gave Mr. Hansen a stellar evaluation.

On or about December 11, 2012 City Council members Tom Owings and Victoria Baca are sworn into office, and request another evaluation of Robert Hansen by the new City Council at their next meeting.

On or about January 9, 2013 in a conference call between Suzanne Bryant, Mayor Owings, Michael Geller, and Henry Garcia, they agreed to ignore the remaining violations on Marcelo Co's properties.

Marcelo Co was due to appear in court on January 24, 2013, regarding his progress. Prior to that date in January 2013, Barry Foster came into my office to advise me that Marcelo had complied with all required terms of his probation with the exception of one item. He was moving materials from one property (included in the complaint) to another property not contained within our original filing. Therefore, Barry was requesting closure of his criminal case with building and he was directing code not to address the movement of materials unless we received a complaint regarding the items. The problem was that Mr. Co was violating the terms of his probation (do not violate any law). Photos were submitted to the DA outlining this activity

In or about February 2013 Code Compliance staff received a citizen complaint from Marcelo Co's next door neighbor regarding a forklift and business activity occurring at his primary residence on Atwood. I advised Barry Foster of the complaint and he stated to hold off on enforcement proceedings until he had a chance to discuss the case with Henry Garcia, City Manager. Barry Foster returned approximately two weeks later and stated that he talked to Mr. Co regarding the issue and was advised by Marcelo that he was just moving materials around the property not conducting a business. Barry Foster directed me to close the case without conducting an investigation.

On or about March 14, 2013 I contacted Barry Foster for a scheduled conference call. I was immediately placed on speaker phone with Tom DeSantis, HR Director, who was in the room for the call. I was immediately notified that myself and three other Division manager's were being laid off effective May 30, 2013. I had deduced that two of the other three managers were Anne Schneider and Paul Early and immediately felt that these layoffs were in effect a termination due to our prosecution of Marcelo Co, among other things. I stated "do not think I don't know what's going on" and "I plan show up to every City Council meeting after May 30th to let the public know what your up to." Tom asked me to calm down which I did and proceeded to educate me on COBRA and other pertinent benefit information. I asked Tom why he had not mentioned recall rights and he replied that's because we intend on restructuring your division and will be effectively eliminating your position. Approximately an hour later, I noticed that I was not receiving email on my PDA. I contacted Tom directly and asked if there was a change in my employment status to which he replied "yes, Barry Foster has decided to place you on administrative leave through May 30th. I asked Tom why. He stated that it was within Barry's right and he did not need a reason. He further stated that they had sent me a letter advising me of administrative leave.

On or about March 15, 2013 I received the layoff letter and placement of administrative leave letter.

On or about March 18, 2013 I received a phone call from City Council member Stewart on my home phone, personal cell and City issued cell phone. He stated that he contacted me because he had just learned of my lay off through the Press Enterprise who had contacted him for comment on an article they were preparing. He stated that he immediately contacted the City Manager, Henry Garcia, and requested a meeting to discuss the issue. During the meeting, Mr. Garcia assured Council member Stewart that the lay off was purely for budgetary reasons and not related to the Co case. Council member Stewart then stated to me that he did not believe Mr. Garcia and that the whole thing was contrived, but there was nothing he could do to help me. He thanked for my efforts and stated that he always respected the work I did for the City and offered to provide me with a reference letter if needed. I thanked him for the kind words and that I appreciated the phone call.

It is my opinion, based upon my observations and experiences that certain Council members and certain Executive Managers have a history of protecting and granting special treatment to public officials, developers and/or acquaintances of certain public officials and developers.

Based upon these facts, it is clear that my position with the City is being eliminated, as well as the positions of others, for past enforcement actions taken against these preferred individuals and refusing to commit violations of law pursuant to Labor Code § 1102.5(b), and my refusal to commit violations of law pursuant to Labor Code § 1102.5(c). The reason of budgetary constraints as alleged by Executive Management is pre-textual.

Based upon these facts, it is clear that my position was eliminated because of my complaints of statutory violations by City officials.

Section 8- Damages Claimed:

As a direct and proximate cause of my termination, I have suffered lost earnings and benefits (including but not limited to CalPERS), emotional distress, loss of reputation, and have incurred attorneys' fees. All in an amount in excess of \$10,000.00 and subject to the Unlimited civil case jurisdiction of the Superior Court.

Dated: MAY 13, 2013


ALBERT BRADY

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May 16, 2013

Gary S. Bennett
Attorney at Law
23161 Mill Creek Drive, Suite 340
Laguna Hills, CA 92653

Re: **NOTICE OF REJECTION OF CLAIM**

CLAIMANT : Albert Brady
DATE OF LOSS : March 15, 2013
PERMA FILE NUMBER : MV1353

A public

agency

since

1985

36-951

Cook Street

Suite 101

Palm Desert

CA 92211

phone

760.360.4966

fax

760.360.3264

Dear Mr. Bennett:

The Public Entity Risk Management Authority ("PERMA") administers the self-insured liability program for the City of Moreno Valley ("City"). This notice is being provided on behalf of the City, who has delegated the authority to PERMA to: (i) reject a claim; (ii) give notice of a claim's insufficiency; and/or (iii) give notice of a claim's untimeliness.

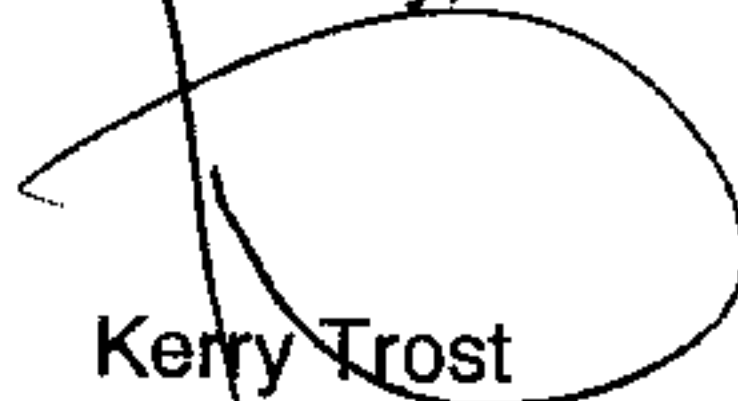
Notice is hereby given that the claim you presented to the City on May 13, 2013 was rejected on May 16, 2013.

WARNING

You have, subject to certain exceptions, only six (6) months from the date this notice was personally delivered or deposited in the mail to file a court action on this claim. See California Government Code section 945.6. **NOTE:** This six (6) month filing period applies only to causes of action governed by the California Government Tort Claims Act, Government Code sections 900 et seq. Other causes of action, including those arising under federal law, may have a shorter time period for filing a court action.

You may seek the advice of an attorney of your choice in connection with this matter. If you desire to consult an attorney, you should do so immediately.

Sincerely,


Kerry Trost
Claims Manager

c. Suzanne Bryant, Acting City Attorney, City of Moreno Valley



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Gary S. Bennett, Esq. (SBN 162411) Law Offices of Gary S. Bennett 23161 Mill Creek Drive, Suite 340 Laguna Hills, CA 92653 TELEPHONE NO.: (949) 837-9091 FAX NO.: (949) 837-8240 ATTORNEY FOR (Name): PLAINTIFFS	FOR COURT USE ONLY									
SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE STREET ADDRESS: 4050 Main Street MAILING ADDRESS: CITY AND ZIP CODE: Riverside, CA 92501-3703 BRANCH NAME: Riverside Court										
CASE NAME: EARLY, et al. v. THE CITY OF MORENO VALLEY, et al.										
<table border="0" style="width:100%;"> <tr> <td style="width:33%;">CIVIL CASE COVER SHEET</td> <td style="width:33%;">Complex Case Designation</td> <td style="width:34%;">CASE NUMBER:</td> </tr> <tr> <td> <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) </td> <td> <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402) </td> <td style="font-size: 2em; font-weight: bold;"> RIC 1311889 </td> </tr> <tr> <td> <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less) </td> <td></td> <td> JUDGE: DEPT: </td> </tr> </table>	CIVIL CASE COVER SHEET	Complex Case Designation	CASE NUMBER:	<input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)	<input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	RIC 1311889	<input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		JUDGE: DEPT:	
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Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

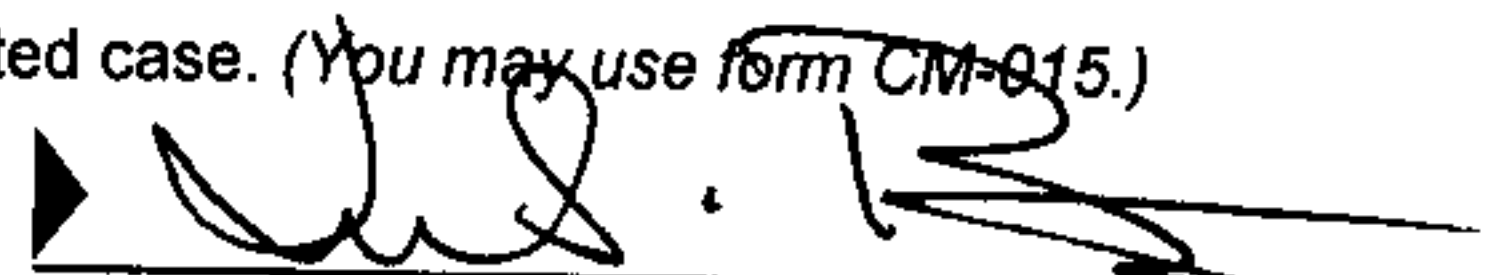
4. Number of causes of action (specify): THIRTEEN

5. This case is is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: October 18, 2013

Gary S. Bennett, Esq. (SBN 162411)
(TYPE OR PRINT NAME)


(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

- Auto (22)—Personal Injury/Property Damage/Wrongful Death
- Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

- Asbestos (04)
 - Asbestos Property Damage
 - Asbestos Personal Injury/Wrongful Death
- Product Liability *(not asbestos or toxic/environmental)* (24)
- Medical Malpractice (45)
 - Medical Malpractice—Physicians & Surgeons
 - Other Professional Health Care Malpractice
- Other PI/PD/WD (23)
 - Premises Liability (e.g., slip and fall)
 - Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
 - Intentional Infliction of Emotional Distress
 - Negligent Infliction of Emotional Distress

Non-PI/PD/WD (Other) Tort

- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
- Defamation (e.g., slander, libel) (13)
- Fraud (16)
- Intellectual Property (19)
- Professional Negligence (25)
 - Legal Malpractice
 - Other Professional Malpractice *(not medical or legal)*
- Other Non-PI/PD/WD Tort (35)

Employment

- Wrongful Termination (36)
- Other Employment (15)

Contract

- Breach of Contract/Warranty (06)
 - Breach of Rental/Lease
 - Contract *(not unlawful detainer or wrongful eviction)*
 - Contract/Warranty Breach—Seller Plaintiff *(not fraud or negligence)*
- Negligent Breach of Contract/Warranty
- Other Breach of Contract/Warranty
- Collections (e.g., money owed, open book accounts) (09)
 - Collection Case—Seller Plaintiff
 - Other Promissory Note/Collections Case
- Insurance Coverage *(not provisionally complex)* (18)
 - Auto Subrogation
 - Other Coverage
- Other Contract (37)
 - Contractual Fraud
 - Other Contract Dispute

Real Property

- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (e.g., quiet title) (26)
 - Writ of Possession of Real Property
 - Mortgage Foreclosure
 - Quiet Title
 - Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

Unlawful Detainer

- Commercial (31)
- Residential (32)
- Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

Judicial Review

- Asset Forfeiture (05)
- Petition Re: Arbitration Award (11)
- Writ of Mandate (02)
 - Writ—Administrative Mandamus
 - Writ—Mandamus on Limited Court Case Matter
 - Writ—Other Limited Court Case Review
- Other Judicial Review (39)
 - Review of Health Officer Order
 - Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

Enforcement of Judgment

- Enforcement of Judgment (20)
 - Abstract of Judgment (Out of County)
 - Confession of Judgment *(non-domestic relations)*
 - Sister State Judgment
 - Administrative Agency Award *(not unpaid taxes)*
 - Petition/Certification of Entry of Judgment on Unpaid Taxes
 - Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

- RICO (27)
- Other Complaint *(not specified above)* (42)
- Declaratory Relief Only
- Injunctive Relief Only *(non-harassment)*
- Mechanics Lien
- Other Commercial Complaint Case *(non-tort/non-complex)*
- Other Civil Complaint *(non-tort/non-complex)*

Miscellaneous Civil Petition

- Partnership and Corporate Governance (21)
- Other Petition *(not specified above)* (43)
 - Civil Harassment
 - Workplace Violence
 - Elder/Dependent Adult Abuse
 - Election Contest
 - Petition for Name Change
 - Petition for Relief from Late Claim
- Other Civil Petition

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE
4050 Main Street
Riverside, CA 92501
www.riverside.courts.ca.gov

NOTICE OF ASSIGNMENT TO DEPARTMENT FOR CASE MANAGEMENT PURPOSES
AND CASE MANAGEMENT CONFERENCE (CRC 3.722)

EARLY VS THE CITY OF MORENO VALLEY

CASE NO. RIC 1311889

This case is assigned to the Honorable Judge Craig G. Riemer in Department 05 for case management purposes. The Case Management Conference is scheduled for 04/21/14 at 8:30 in Department 05.

Case is Assigned to Department 02 for Law and Motion Purposes.

The plaintiff/cross-complainant shall serve a copy of this notice on all defendants/cross-defendants who are named or added to the complaint and file proof of service.

Any disqualification pursuant to CCP Section 170.6(a)(2) shall be filed in accordance with that section.

Requests for accommodations can be made by submitting Judicial Council form MC-410 no fewer than five court days before the hearing. See CA Rules of Court, rule 1.100.

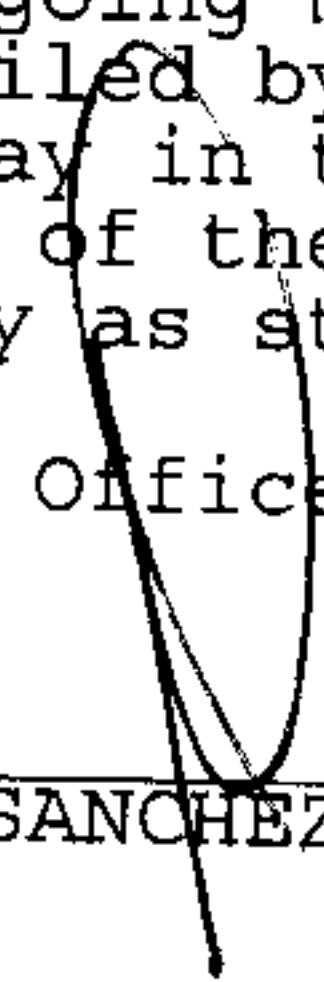
CERTIFICATE OF MAILING

I certify that I am currently employed by the Superior Court of California, County of Riverside, and that I am not a party to this action or proceeding. In my capacity, I am familiar with the practices and procedures used in connection with the mailing of correspondence. Such correspondence is deposited in the outgoing mail of the Superior Court. Outgoing mail is delivered to and mailed by the United States Postal Service, postage prepaid, the same day in the ordinary course of business. I certify that I served a copy of the foregoing notice on this date, by depositing said copy as stated above.

Dated: 10/21/13

Court Executive Officer/Clerk

By:


ANNA B SANCHEZ, Deputy Clerk

ac:cmc;