

1 BROWN WHITE & OSBORN LLP
2 THOMAS M. BROWN (Bar No. 117449)
tbrown@brownwhitelaw.com
3 CALEB E. MASON (Bar No. 246653)
cmason@brownwhitelaw.com
4 333 South Hope Street, 40th Floor
Los Angeles, California 90071-1406
5 Telephone: 213. 613.0500
Facsimile: 213.613.0550
6

7 Attorneys for Plaintiffs LA VERNE
8 FIREFIGHTERS’ ASSOCIATION, ET AL.

9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA

11 LA VERNE FIREFIGHTERS’
12 ASSOCIATION, LOCAL 3624, a labor
association; and VICTOR AMEZCUA,
13 DAVID BENSON, MICHAEL BENTZ,
DAVID BONANNO, LARRY
14 CAMPBELL, JOHN CONNOLLY, KYLE
DIAZ, SAM DOMINICK, MITCH
15 FOWLKES, ANDRE FLORES, DAVID
GARCIA, ANDREW GLAZE, JOHN
16 GRAPENTIN, KEVIN GREENWAY,
TODD HAROUTUNIAN, ADAM HECHT,
17 FRANK HERNANDEZ, LEONARD
KILMAN, JOE MANCINO, TIM MARINO,
18 DANNY MONTOYA, TRAVIS MOORE,
STEPHEN PAIGE, STEPHEN QUEZADA,
19 CORY THOMPSON, VLADIMIR TRUBIN,
ADRIAN VILLARREAL, JAMES
20 WILFONG, and KEVIN WILTON,
individuals,
21

22 Plaintiffs,

23 v.

24
25 CITY OF LA VERNE, a municipal
corporation; PETER JANKOWSKI, an
26 individual; MICHAEL THOMPSON an
individual; and DOES 1 through 10,
27 inclusive,
28

Defendants.

Case No.:

COMPLAINT FOR:
RETALIATION BASED ON
EXERCISE OF FIRST
AMENDMENT RIGHTS – 42
U.S.C. § 1983;

[DEMAND FOR JURY TRIAL]



1 Plaintiffs LA VERNE FIREFIGHTERS’ ASSOCIATION, LOCAL 3624
2 (“ASSOCIATION” OR “LVFA”), a labor association, and VICTOR AMEZCUA,
3 JOHN GRAPENTIN, DAVID BENSON, MICHAEL BENTZ, DAVID BONANNO,
4 LARRY CAMPBELL, JOHN CONNOLLY, KYLE DIAZ, SAM DOMINICK,
5 ANDRE FLORES, MITCH FOWLKES, DAVID GARCIA, ANDREW GLAZE,
6 KEVIN GREENWAY, TODD HAROUTUNIAN, ADAM HECHT, FRANK
7 HERNANDEZ, LEONARD KILMAN, JOE MANCINO, TIM MARINO, DANNY
8 MONTOYA, TRAVIS MOORE, STEPHEN PAIGE, STEVEN QUEZADA, CORY
9 THOMPSON, VLADIMIR TRUBIN, ADRIAN VILLARREAL, JAMES WILFONG,
10 and KEVIN WILTON, individuals (all Plaintiffs shall be referred to herein collectively
11 as “Plaintiff Firefighters”), allege as follows:

12 **JURISDICTION AND VENUE**

- 13 1. Plaintiff Firefighters bring this suit under the United States Constitution
14 and 42 U.S.C. § 1983. This Court has jurisdiction under 28 U.S.C. §§ 1331 and 1343.
15 2. The acts alleged herein occurred in the Central District of California.
16 Therefore, venue lies in the United States District Court for the Central District of
17 California pursuant to 28 U.S.C. § 1391.

18 **PARTIES**

- 19 3. The LVFA is an association representing non-management sworn
20 personnel of the Fire Department (“Department”) of Defendant CITY OF LA VERNE
21 (“CITY” or “LA VERNE”). The LVFA is the “recognized employee organization,” as
22 that term is used in California Government Code section 3501, subdivision (b), for the
23 CITY’s sworn fire department personnel, including the classifications of Firefighter,
24 Firefighter-Paramedic, Engineer, Engineer-Paramedic, and Captain, and excluding the
25 Department’s management employees, i.e., Fire Chief and Battalion Chiefs.
26 4. Plaintiff ANDREW GLAZE (“GLAZE”) is, and at all times mentioned
27 herein was, a La Verne Firefighter/Paramedic, and the LVFA’s President. GLAZE is,
28 and at all times mentioned herein was, a resident of the State of California.



1 5. Plaintiff TIM MARINO (“MARINO”) is, and at all times mentioned
2 herein was, a La Verne Firefighter-Paramedic and LVFA member. MARINO is, and
3 at all times mentioned herein was, a resident of the State of California.

4 6. Plaintiff VICTOR AMEZCUA (“AMEZCUA”) is, and at all times
5 mentioned herein was, a La Verne Firefighter and LVFA member. AMEZCUA is, and
6 at all times mentioned herein was, a resident of the State of California.

7 7. Plaintiff JOHN GRAPENTIN (“GRAPENTIN”) is, and at all times
8 mentioned herein was, a La Verne Fire Engineer-Paramedic and LVFA member.
9 GRAPENTIN is, and at all times mentioned herein was, a resident of the State of
10 California.

11 8. Plaintiff DAVID BENSON (“BENSON”) is, and at all times mentioned
12 herein was, a La Verne Fire Captain and LVFA member. BENSON is, and at all times
13 mentioned herein was, a resident of the State of California.

14 9. Plaintiff MICHAEL BENTZ (“BENTZ”) is, and at all times mentioned
15 herein was, a La Verne Firefighter/Paramedic and LVFA member. BENTZ is, and at
16 all times mentioned herein was, a resident of the State of California.

17 10. Plaintiff DAVID BONANNO (“BONANNO”) is, and at all times
18 mentioned herein was, a La Verne Fire Engineer-Paramedic and LVFA member.
19 BONANNO is, and at all times mentioned herein was, a resident of the State of
20 California.

21 11. Plaintiff LARRY CAMPBELL (“CAMPBELL”) is, and at all times
22 mentioned herein was, a La Verne Firefighter/Paramedic and LVFA member.
23 CAMPBELL is, and at all times mentioned herein was, a resident of the State of
24 California.

25 12. Plaintiff JOHN CONNOLLY (“CONNOLLY”) is, and at all times
26 mentioned herein was, a La Verne Firefighter/Paramedic and LVFA member.
27 CONNOLLY is, and at all times mentioned herein was, a resident of the State of
28 California.

1 13. Plaintiff KYLE DIAZ (“DIAZ”) was at all times mentioned herein a La
2 Verne Firefighter/Paramedic and LVFA member. DIAZ is, and at all times mentioned
3 herein was, a resident of the State of California.

4 14. Plaintiff SAM DOMINICK (“DOMINICK”) is, and at all times
5 mentioned herein was, a La Verne Fire Captain and LVFA member. DOMINICK is, and
6 at all times mentioned herein was, a resident of the State of California.

7 15. Plaintiff ANDRE FLORES (“FLORES”) is, and at all times mentioned
8 herein was, a La Verne Firefighter-Paramedic and LVFA member. FLORES is, and at
9 all times mentioned herein was, a resident of the State of California

10 16. Plaintiff MITCH FOWLKES (“FOWLKES”) is, and at all times
11 mentioned herein was, a La Verne Fire Engineer-Paramedic and LVFA member.
12 FOWLKES is, and at all times mentioned herein was, a resident of the State of
13 California.

14 17. Plaintiff DAVID GARCIA (“GARCIA”) is, and at all times mentioned
15 herein was, a La Verne Fire Engineer-Paramedic and LVFA member. GARCIA is,
16 and at all times mentioned herein was, a resident of the State of California.

17 18. Plaintiff KEVIN GREENWAY (“GREENWAY”) is, and at all times
18 mentioned herein was, a La Verne Fire Captain and LVFA member. GREENWAY is,
19 and at all times mentioned herein was, a resident of the State of California.

20 19. Plaintiff TODD HAROUTUNIAN (“HAROUTUNIAN”) is, and at all
21 times mentioned herein was, a La Verne Fire Captain and LVFA member.
22 HAROUTUNIAN is, and at all times mentioned herein was, a resident of the State of
23 California.

24 20. Plaintiff ADAM HECHT (“HECHT”) is, and at all times mentioned
25 herein was, a La Verne Fire Captain and LVFA member. HECHT is, and at all times
26 mentioned herein was, a resident of the State of California.

27 21. Plaintiff FRANK HERNANDEZ (“HERNANDEZ”) is, and at all times
28 mentioned herein was, a La Verne Firefighter/Paramedic and LVFA member.

1 HERNANDEZ is, and at all times mentioned herein was, a resident of the State of
2 California.

3 22. Plaintiff LEONARD KILMAN (“KILMAN”) is, and at all times
4 mentioned herein was, a La Verne Fire Engineer-Paramedic and LVFA member.
5 KILMAN is, and at all times mentioned herein was, a resident of the State of
6 California.

7 23. Plaintiff JOE MANCINO (“MANCINO”) is, and at all times mentioned
8 herein was, a La Verne Fire Engineer-Paramedic and LVFA member. MANCINO is,
9 and at all times mentioned herein was, a resident of the State of California.

10 24. Plaintiff DANIEL MONTOYA (“MONTOYA”) is, and at all times
11 mentioned herein was, a La Verne Fire Captain and LVFA member. MONTOYA is,
12 and at all times mentioned herein was, a resident of the State of California.

13 25. Plaintiff TRAVIS MOORE (“MOORE”) is, and at all times mentioned
14 herein was, a La Verne Firefighter/Paramedic and LVFA member. MOORE is, and at
15 all times mentioned herein was, a resident of the State of California.

16 26. Plaintiff STEVEN PAIGE (“PAIGE”) is, and at all times mentioned
17 herein was, a La Verne Fire Engineer-Paramedic and LVFA member. PAIGE is, and
18 at all times mentioned herein was, a resident of the State of California.

19 27. Plaintiff STEPHEN QUEZADA (“QUEZADA”) is, and at all times
20 mentioned herein was, a La Verne Firefighter-Paramedic and LVFA member.
21 QUEZADA is, and at all times mentioned herein was, a resident of the State of
22 California.

23 28. Plaintiff CORY THOMPSON (“THOMPSON”) is, and at all times
24 mentioned herein was, a La Verne Fire Engineer-Paramedic and LVFA member.
25 THOMPSON is, and at all times mentioned herein was, a resident of the State of
26 California.

27 29. Plaintiff VLADIMIR TRUBIN (“TRUBIN”) is, and at all times
28 mentioned herein was, a La Verne Firefighter-Paramedic and LVFA member.

1 TRUBIN is, and at all times mentioned herein was, a resident of the State of
2 California.

3 30. Plaintiff ADRIAN VILLARREAL (“VILLARREAL”) is, and at all times
4 mentioned herein was, a La Verne Firefighter-Paramedic and LVFA member.

5 VILLARREAL is, and at all times mentioned herein was, a resident of the State of
6 California.

7 31. Plaintiff JAMES WILFONG (“WILFONG”) is, and at all times
8 mentioned herein was, a La Verne Firefighter and LVFA member. WILFONG is, and
9 at all times mentioned herein was, a resident of the State of California.

10 32. Plaintiff KEVIN WILTON (“WILTON”) is, and at all times mentioned
11 herein was, a La Verne Fire Engineer-Paramedic and LVFA member. WILTON is,
12 and at all times mentioned herein was, a resident of the State of California.

13 33. Defendant LA VERNE is a municipal corporation, operating as a charter
14 law city, and organized under the Constitution and laws of the State of California. LA
15 VERNE’s principal place of business is in this judicial district located at 3660 “D”
16 Street, La Verne, CA 91750.

17 34. At all times herein mentioned herein, Defendant PETER JANKOWSKI
18 (“JANKOWSKI” or “CHIEF”) was a resident of the State of California and employed
19 as LA VERNE’s Fire Chief. As the Fire Chief, JANKOWSKI was vested with the
20 power and authority to make and approve LA VERNE’S policies, including those
21 relating to its Fire Department’s operations and practices. LA VERNE vested
22 JANKOWSKI with the power and authority to make and approve decisions relating to
23 LA VERNE’S fire personnel, including but not limited to, initiation of internal
24 investigations, operations, promotions, demotions, and imposition of discipline.
25 Plaintiff Firefighters sue JANKOWSKI in both his individual and official capacities.

26 35. At all times herein mentioned herein, Defendant MICHAEL THOMPSON
27 (“THOMPSON”) was a resident of the State of California and employed as a Battalion
28

1 Chief in the LA VERNE Fire Department. Plaintiff Firefighters sue THOMPSON in
2 both his individual and official capacities.

3 36. Plaintiff Firefighters are informed and believe and thereon allege that
4 actions or failures to act, taken by and through LA VERNE'S designated employees
5 and agents, were committed within the purpose and scope of their employment or
6 relationship with LA VERNE and in their official capacity as employees of LA
7 VERNE and that LA VERNE is legally responsible for all such acts or omissions.

8 37. Plaintiff Firefighters do not know the true names and capacities of DOES
9 1 through 10, inclusive, and thus sue said Defendants by fictitious names. Plaintiff
10 Firefighters will identify the true names and capacities of DOES 1 through 10,
11 inclusive, if and when they are ascertained. Plaintiff Firefighters are informed, believe,
12 and thereon allege that each of the fictitiously named Defendants is in some manner
13 legally responsible for the occurrences alleged herein.

14 38. Plaintiff Firefighters are informed and believe and thereon allege that
15 Defendants, and each of them, at all times herein mentioned, were the agents,
16 employees, servants, and/or co-conspirators of the remaining Defendants. Plaintiff
17 Firefighters are further informed, believe, and thereon allege that Defendants, and each
18 of them, were the actual and/or ostensible agents of the remaining Defendants and
19 were acting within the course and scope of said agency. Defendants shall be specified
20 individually herein or referred to collectively as "Defendants."

21 **ALLEGATIONS COMMON TO THE CLAIMS FOR RELIEF**

22 **I. EVENTS LEADING UP TO THE VOTE OF NO CONFIDENCE**
23 **AGAINST DEFENDANT FIRE CHIEF JANKOWSKI**

24 39. Defendants engaged, and continue to engage, in illegal retaliation against
25 Plaintiff Firefighters, based on Plaintiff Firefighters' constitutionally protected exercise
26 of its rights to engage in political activity, to speak publicly, and to petition for redress
27 of grievances.

1 40. La Verne is a city of approximately 30,000 residents and is situated in the
2 Los Angeles metropolitan area, in eastern Los Angeles County. Most cities of
3 comparable size in the County contract with the County for provision of fire services.
4 Some cities, like La Verne, have maintained independent fire departments. Like many
5 of those cities, La Verne has struggled in recent years with meeting the financial and
6 capital requirements necessary for a fire department. Over the past decade, city
7 revenues, personnel and equipment have become inadequate to meet the increased
8 needs of the CITY. Plaintiff Firefighters are proud to be firefighters, and proud to
9 serve their community, and have always made the most of the resources available.

10 41. However, Plaintiff Firefighters' employment environment and working
11 conditions began to deteriorate after the CITY hired JANKOWSKI as the Fire Chief in
12 2013. JANKOWSKI adopted an arbitrary, abusive, retaliatory, and vindictive
13 management style, and was not honest and forthright with the CITY and the public
14 about the deficiencies in the Department's resources, including outmoded, inadequate,
15 and failing equipment. JANKOWSKI repeatedly assured the CITY and its City
16 Council that the Department had all the resources it needed, while ignoring the
17 Plaintiff Firefighters' requests and pleas to upgrade the Department's aging, obsolete,
18 inadequate and failing equipment, such as hoses, rescue rope, and Self-Contained
19 Breathing Apparatus ("SCBA") bottles. Plaintiff Firefighters were concerned about
20 the state of this equipment because it put them at physical risk and put the public of the
21 CITY at risk by impairing their ability to fight fires safely and effectively.

22 42. JANKOWSKI consistently put public relations above public safety. An
23 example of his misplaced priorities is "Station 3," in the northern section of LA
24 VERNE. The CITY originally intended Station 3 to be a new fire station. In fact,
25 because of budget shortfalls, the CITY was never able to staff Station 3 as a full fire
26 station. It is staffed only with an ambulance, an Engineer-Paramedic and a Firefighter-
27 Paramedic. There is no engine company or supervisor at Station 3.

1 43. LA VERNE built Station 3 before it appointed JANKOWSKI as Chief.
2 However, rather than acknowledge that the City lacks the resources to staff and equip
3 Station 3, JANKOWSKI has continued to deceive the public by ordering that a fire
4 engine be parked in the front apparatus bay of Station 3, to give the public the false
5 impression that Station 3 is a fully staffed station, with a fire engine ready to respond
6 to fires. In fact, the engine parked at Station 3 could never respond to a fire, because
7 there are not sufficient personnel there to operate it. JANKOWSKI knows all this, but
8 has chosen to continue a misleading and deceptive practice rather than admit to the
9 under-financing of the Department.

10 44. JANKOWSKI fostered and encouraged an abusive and hostile
11 management style, consistently undermined his subordinates, and was belligerent in his
12 interactions with firefighters. His retaliatory approach was embodied in two of his
13 Battalion Chiefs, Defendant Chief THOMPSON and Chief Horine.

14 45. Plaintiff Firefighters have attempted over the past two years to convey
15 their concerns about JANKOWSKI and his battalion chiefs through the chain of
16 command to City Manager Robert Russi (“Russi”) and Human Resources Director J.R.
17 Ranells (“Ranells”), but Russi and Ranells ignored their reports and have ratified many
18 of his actions. Finally, in late 2016 and early 2017, the ASSOCIATION publicly
19 supported two candidates for the upcoming March 2017 City Council election who
20 were committed to reforming the Fire Department, and to a fact-based evaluation of
21 the limitations of LA VERNE’s resources. One candidate was running for City
22 Council, the other for Mayor, against the incumbent Mayor, Don Kendrick. The
23 ASSOCIATION was public in its support of these reform candidates and contributed
24 money, time, and the energy of off-duty firefighters to their campaigns. When
25 JANKOWSKI, who was closely allied with Mayor Kendrick, learned of the
26 ASSOCIATION’s support for these non-incumbent candidates, he met with
27 ASSOCIATION Board members and warned them against supporting them.

1 46. JANKOWSKI began retaliating against the ASSOCIATION as soon as he
2 learned that the ASSOCIATION was supporting Kendrick's opponent. For example,
3 on February 16, 2017, the CITY held an open public forum for candidates.
4 BONANNO attended the forum, as did Battalion Chief Horine, who was on duty at the
5 time. Captain MONTOYA and his crew were on duty at Station 1, and were preparing
6 to attend the forum to observe, which is permitted under the Memorandum of
7 Understanding between the ASSOCIATION and the CITY. Before they could depart,
8 however, Captain MONTOYA received a call from Battalion Chief Horine, who told
9 Captain MONTOYA: "You guys can't come up here." Captain MONTOYA asked
10 why, and Chief Horine replied, "That's what the Fire Chief said."

11 47. Chief Horine attended the forum, and then returned to the station. Captain
12 MONTOYA asked him why JANKOWSKI had forbidden the crew from attending.
13 Chief Horine replied, "Because you guys [the ASSOCIATION] are supporting a
14 candidate." Horine continued that he was "embarrassed to be there" at the forum,
15 because "some of those questions [from citizens] smelled like BONANNO." The
16 ASSOCIATION filed a grievance over JANKOWSKI's barring its members from the
17 forum. The ASSOCIATION pointed out that JANKOWSKI's action was particularly
18 egregious because he sent an on-duty member of his Command Staff to the forum,
19 while prohibiting firefighters from attending. Chief Horine thereupon changed his
20 story and claimed that JANKOWSKI had ordered him to attend to act as Fire Marshal
21 for the event. That assertion was neither true nor plausible. In fact, the CITY's actual
22 Deputy Fire Marshal attended the event. Moreover, as the off-duty personnel who did
23 attend witnessed, Chief Horine did not perform any Fire Marshal functions—such as
24 monitoring the crowd from the back or side of the room, and ensuring that exits were
25 clear. Rather, Chief Horine sat in the middle of the crowd and listened to the
26 candidates.

27 48. During the election campaign, Mayor Kendrick made a number of false
28 and derogatory statements about the ASSOCIATION, and expressed his anger that the



1 ASSOCIATION had not endorsed him. Mayor Kendrick was re-elected, as was the
2 incumbent councilmember whose opponent the ASSOCIATION had supported. The
3 day after the election, JANKOWSKI told ASSOCIATION Board member
4 GRAPENTIN: “Looks like you guys are batting a thousand on supporting the wrong
5 candidates.”

6 49. On April 27, 2017, the ASSOCIATION’s Board met with City Manager
7 Russi regarding its concerns about JANKOWSKI’s escalating mismanagement and his
8 abuse and harassment of fire personnel, and about Mayor Kendrick’s hostile and
9 derogatory statements about, and implicit threats toward, the ASSOCIATION, during
10 the election campaign. Russi replied: “It’s politics, what did you guys expect? You
11 supported his [Mayor Kendrick’s] opposition.”

12 **II. A NEARLY UNANIMOUS LVFA SIGNS A VOTE OF NO CONFIDENCE**
13 **IN CHIEF JANKOWSKI**

14 50. Throughout the spring of 2017, the ASSOCIATION and its members
15 experienced a wave of vindictive and retaliatory actions by the Fire Chief and Battalion
16 Chiefs THOMPSON and Horine. Ultimately, the firefighters had no choice but to take
17 a Vote of No Confidence (“Vote”) in JANKOWSKI. The Vote was 26 to 1, in favor of
18 no confidence. The Vote reads as follows:

19 To preserve the quality of public safety provided to the La Verne
20 Community as well as maintaining integrity and morale within the La
21 Verne Fire Department, the La Verne Firefighters Association
22 announces that it has taken a vote of no confidence in its Fire Chief,
23 Pete Jankowski. The vote was virtually unanimous (26-1) in finding a
24 lack of confidence or support to continue following the leadership of
25 Jankowski.

26 A number of incidents during Jankowski’s tenure with the
27 Department have resulted in this vote of no confidence. Primarily, it is
28 Jankowski’s indecisiveness, failure to prioritize public safety and
dishonesty that has led to this vote. Jankowski has illustrated his
indecisiveness and lack of concern on safety issues on numerous
occasions, and then even lied about it to cover up his inaction. This is

1 what has caused the members of the La Verne Fire Department to
2 seriously question his ability to perform as its Fire Chief or perform in
3 any legitimate public safety position, which clearly requires decisive
4 action with credibility.

5 A few samples of Jankowski's questionable conduct include:

- 6 • Jankowski was informed over the years of a need to replace
7 some of the aging and failing fire hoses. Jankowski ignored the
8 requests and ultimately lied when later confronted on the issue,
9 claiming he was not aware of it.
- 10 • Jankowski ignored requests to test self-contained breathing
11 apparatus, which are required to be tested at least every five
12 years.
- 13 • Jankowski ignored requests to replace a failing electronic patient
14 care reporting system that results in the delayed ability to treat
15 patients as needed and was constantly failing.
- 16 • Jankowski failed to listen to his Captains for several months in
17 regard to terminating a probationary firefighter who was clearly
18 not suited for the position.
- 19 • Jankowski spent several months deciding to purchase the new
20 fire truck, causing unnecessary delay in receiving the equipment.

21 The members of the Association did not take this vote lightly and have
22 only done so after numerous efforts to address concerns.
23 Unfortunately, it has come to such a point where Jankowski's inability
24 to perform his job is now jeopardizing the community and we have no
25 choice but to raise our voices. Please rest assured that we will continue
26 to do our best to keep La Verne as safe as possible, even under these
27 challenging conditions.

28 51. ASSOCIATION President GLAZE delivered the vote to the City Council
and to JANKOWSKI on May 8, 2017. When GLAZE handed the Vote to
JANKOWSKI, JANKOWSKI replied: "I knew this was coming. I could sue you guys
for this. This won't change a thing, I have the support of the Mayor, the City Council,

1 and the City Manager.” Additionally, JANKOWSKI told GLAZE that he believed
2 GLAZE was a “puppet” for MONTOYA and BONANNO, who, JANKOWSKI
3 suggested, were the forces behind the Vote. GLAZE told JANKOWSKI that the
4 ASSOCIATION membership hoped for better communication and a change in
5 behavior from JANKOWSKI. However, since the Vote, JANKOWSKI has only
6 increased the number and intensity of his retaliatory actions toward the
7 ASSOCIATION and its members.

8 **III. DEFENDANTS RETALIATE AGAINST PLAINTIFF FIREFIGHTERS**
9 **FOR EXERCISING THEIR FIRST AMENDMENT RIGHTS**

10 52. Following the Vote, DEFENDANTS engaged in retaliation aimed at
11 punishing LVFA members for exercising their free speech rights with the Vote and for
12 associating with each other through the LVFA. DEFENDANTS retaliated against
13 LVFA members by, among other things, initiating frivolous disciplinary investigations,
14 imposing unwarranted and excessive discipline, refusing to fill vacant positions, and
15 terminating active promotion lists. A reasonable employee in Plaintiff Firefighters’
16 position would have found DEFENDANTS’ adverse employment actions materially
17 adverse in that DEFENDANTS’ actions might have dissuaded a reasonable employee
18 from engaging in protected activity.

19 53. JANKOWSKI’s reaction to the Vote was immediate and retaliatory: he
20 targeted MONTOYA and BONANNO for retaliatory disciplinary investigations. That
21 very day, May 8, 2017, JANKOWSKI initiated disciplinary proceedings against
22 BONANNO. Then, three days later, on May 11, 2017, JANKOWSKI initiated
23 disciplinary proceedings against Captain MONTOYA as well. Both disciplinary
24 proceedings were meritless and retaliatory.

25 54. In BONANNO’s case, JANKOWSKI made up the alleged “infraction.”
26 Battalion Chief THOMPSON secretly removed BONANNO’s badge from his uniform
27 shirt, and then JANKOWSKI (with full knowledge and ratification of Chief
28 THOMPSON’s action) disciplined BONANNO for not having his badge. In



1 MONTOYA’s case, JANKOWSKI searched back months in the past to find incidents
 2 that could theoretically support discipline—even though MONTOYA’s supervisors
 3 had told him at the time of each incident that the incidents were not subject to
 4 discipline. He then wrote up a meritless letter accusing MONTOYA of numerous
 5 violations, and ordered Chief Horine to sign it—despite Chief Horine’s not having
 6 previously even read it.

7 55. Also on that same day, May 8, 2017, JANKOWSKI instructed the three
 8 battalion chiefs—Chiefs THOMPSON, Horine, and Russell—that they should
 9 immediately begin seeking out any potential violations of any provisions in the
 10 Department’s Standard Operating Procedures (“SOP”) and begin writing up Plaintiff
 11 Firefighters for discipline. The Battalion Chiefs held meetings with their shifts and
 12 informed them that, pursuant to JANKOWSKI’s instructions, “This is the way it’s
 13 going to be from now on,” and that JANKOWSKI was going to be disciplining them
 14 much more readily and harshly. Beginning on May 8, 2017, Chief THOMPSON
 15 began carrying out JANKOWSKI’s retaliatory order, seeking out excuses to impose
 16 disciplinary sanctions for alleged minor SOP violations (such as sideburn length and
 17 one-day beard stubble). These issues had never previously been subject to discipline.

18 56. In numerous ways, DEFENDANTS created an atmosphere of anxiety,
 19 mistrust, and fear in the Department, causing emotional, psychological, and financial
 20 harm to the Plaintiff Firefighters.

21 **A. DEFENDANTS Retaliate Against Captain MONTOYA**

22 57. Captain MONTOYA is a 16-year veteran of the Department whom his
 23 colleagues universally respect and admire. Before May 11, 2017, he had no discipline
 24 on his record. JANKOWSKI viewed MONTOYA as a leader in the ASSOCIATION
 25 and therefore targeted him for retribution after the Vote and for the ASSOCIATION’s
 26 political activity. On May 11, 2017 Chief Horine summoned MONTOYA into his
 27 office and served him with a letter informing him of JANKOWSKI’s intention to
 28 discipline him. The disciplinary notice is a vindictive and retaliatory disciplinary



1 action. The notice alleges eight claimed instances of misconduct, dating back to
2 September 2016. The alleged misconduct includes incidents that were never
3 mentioned in any of MONTOYA's periodic evaluations, all of which were
4 overwhelmingly positive; and incidents which MONTOYA's supervisors had
5 previously told him would not be subject to discipline. The allegations included:

- 6 • Failing to require his crew to stay clean-shaven while out on a
7 wildlands forest-fire assignment;
- 8 • Being "disrespectful" in a Captains' meeting in September 2016;
- 9 • Failing to perform sufficient code inspections in Fall 2016;
- 10 • Getting angry at a staff meeting in January 2017, the express
11 purpose of which was to allow captains to voice their
12 frustrations with JANKOWSKI;
- 13 • Leading a training exercise that involved climbing on the roof of
14 a local business without obtaining prior permission from the
15 business owner. (In that instance, Capt. MONTOYA had
16 discussed the incident with his battalion chief who told him that
17 there would be no discipline. In addition, when the business
18 owner found out what the firefighters were doing, he welcomed
19 their presence and thanked them for their work.)
- 20 • Insubordination when responding to Chief THOMPSON, who had
21 ordered him to wash the staff vehicles at the station. (The long custom
22 in the Department was to wash staff vehicles on Tuesdays. Captain
23 MONTOYA had asked Chief THOMPSON why he was ordering the
24 vehicles washed on a different day. Captain MONTOYA was not
25 insubordinate, and promptly obeyed the order. He simply asked the
26 question while doing so.)

27 58. Captain MONTOYA contested the allegations. When challenged,
28 JANKOWSKI withdrew five of the eight allegations, implicitly acknowledging that

1 they lacked any merit. JANKOWSKI gave no explanation for why he had made eight
2 allegations if only three of them had merit. The original May 11, 2017 reprimand letter
3 was placed in Captain MONTOYA's personnel file and was a significant barrier to his
4 advancement within the department, his promotion, and his transfer to another
5 department, if he so desired. The purported reasons for discipline were pretextual; the
6 real purpose of the May 11 letter was simply to retaliate against Captain MONTOYA
7 by smearing him in his permanent employment file and tarnishing his reputation.

8 59. Additionally, JANKOWSKI and Battalion Chief Horine misrepresented
9 the source of the allegations against Captain MONTOYA. The May 11, 2017
10 disciplinary notice letter that Chief Horine served on Captain MONTOYA had Chief
11 Horine's name listed as the author. Captain MONTOYA asked Chief Horine what the
12 notice was about, and whether it was coming from Chief Horine. Chief Horine replied,
13 "I have never seen this. JANKOWSKI just gave me this and told me to give it to you."
14 Captain MONTOYA pointed out to Chief Horine that the disciplinary notice stated that
15 its author was Chief Horine, not JANKOWSKI, and he asked Chief Horine if he had
16 written it. Chief Horine admitted that he did not write the letter and did not even know
17 its contents. By concealing his own authorship of the letter and falsely putting Chief
18 Horine's name on it, JANKOWSKI intended to make the notice appear less obviously
19 retaliatory.

20 60. MONTOYA retained counsel, paid by the ASSOCIATION, and appealed
21 JANKOWSKI's disciplinary reprimand letter. On September 15, 2017, in advance of
22 the scheduled appeal hearing before City Manager Russi, MONTOYA's attorney wrote
23 to the City Manager and urged him to dismiss the discipline and expunge
24 MONTOYA's personnel file, on the grounds that JANKOWSKI's actions were illegal
25 retaliation in violation of the First Amendment. On September 19, 2017, the day
26 before the scheduled appeal hearing, the CITY acceded to MONTOYA's request, and
27 dismissed the discipline and expunged MONTOYA's file, implicitly acknowledging
28

1 the frivolousness of the disciplinary action. The CITY declined to defend
2 JANKOWSKI, thereby conceding that his actions had been illegal retaliation.

3 **B. DEFENDANTS Retaliate Against Engineer-Paramedic BONANNO**

4 61. BONANNO is an Engineer-Paramedic and an 18-year veteran of the
5 Department. The City and JANKOWSKI retaliated against him for the Vote and for
6 the ASSOCIATION's political activity. JANKOWSKI's retaliation against
7 BONANNO—whom JANKOWSKI perceived as another vocal leader of the
8 ASSOCIATION, and about whose political activity he had complained—came within
9 hours of GLAZE's delivery of the Vote to JANKOWSKI. When GLAZE delivered
10 the Vote to JANKOWSKI, JANKOWSKI made several statements, including
11 threatening to sue the ASSOCIATION, and telling GLAZE that he was a "puppet" of
12 BONANNO and MONTROYA. JANKOWSKI then verbally attacked BONANNO and
13 the ASSOCIATION for their political activity in the recent CITY election. He told
14 GLAZE that he was upset that BONANNO had asked questions at an open candidates'
15 forum. (BONANNO was off duty and attended the forum like any other citizen.)
16 Battalion Chief Horine commented that some questions asked by other citizens at the
17 forum "smelled like BONANNO."

18 62. That same day, almost as soon as BONANNO returned to the fire station,
19 JANKOWSKI targeted BONANNO for retaliatory discipline. Five days earlier, on
20 May 3, 2017, Battalion Chief THOMPSON had secretly and without authority or
21 consent taken BONANNO's badge off BONANNO's uniform shirt, which was
22 hanging on an interior station door while BONANNO was working on the apparatus at
23 the station. BONANNO had taken his uniform shirt off so that it would not get dirty
24 while he was working. (THOMPSON later claimed he was making a point about the
25 ease with which theft could occur in a station.) BONANNO spent an hour frantically
26 searching for his badge, then went to THOMPSON's office to report it lost. He saw
27 THOMPSON wearing his, BONANNO's, badge, next to his own badge. BONANNO
28 told THOMPSON his action was improper, and THOMPSON laughed and said that



1 BONANNO needed to be careful because it is easy for items to be stolen from the
2 station. (THOMPSON did not heed his own advice: that same day, THOMPSON left
3 his official City vehicle—which contains thousands of dollars of equipment and
4 sensitive items such as radios and universal keys—unlocked, with the windows open,
5 at the rear of the station for hours.)

6 63. On May 8, 2017, after GLAZE delivered the Vote to JANKOWSKI,
7 BONANNO called CITY Human Resources Director J.R. Ranells to report
8 THOMPSON’s action. Ranells told BONANNO that he would speak with
9 JANKOWSKI, and agreed that the incident “should have been handled differently”
10 and that he would speak to JANKOWSKI in light of the events of “this morning,”
11 referring to the Vote, which the ASSOCIATION had just delivered to JANKOWSKI
12 that morning.

13 64. Only hours later, at 5:30 p.m. on May 8, 2017, JANKOWSKI summoned
14 BONANNO to the Captains’ office. There he discovered JANKOWSKI and
15 THOMPSON along with his own Captain, GREENWAY. JANKOWSKI told
16 BONANNO that he had received a call from Ranells regarding BONANNO’s badge.
17 (Rannels’ breach of confidentiality was further CITY ratification of JANKOWSKI’s
18 retaliation.) JANKOWSKI ordered Captain GREENWAY to discipline BONANNO
19 with a verbal reprimand for not knowing where his equipment (his badge) was, and
20 said to BONANNO: “If this happens again you will be written up.”

21 65. BONANNO replied that he hadn’t lost his badge and that he knew where
22 all his equipment was. BONANNO told JANKOWSKI exactly what had happened:
23 that THOMPSON had taken BONNANO’s badge off his uniform shirt. BONNANO
24 told JANKOWSKI twice that THOMPSON had stolen his badge. Chief THOMPSON
25 did not respond. JANKOWSKI then ordered Captain GREENWAY to verbally
26 reprimand BONANNO for “losing” his badge, and told BONANNO: “As of today,
27 that’s how it’s going to be.” The reprimand was improper and retaliatory.
28 BONANNO objected to the reprimand, which will remain in BONANNO’s

1 employment file, and told JANKOWSKI that if THOMPSON took his badge again, he
2 would file a theft report with the La Verne Police Department. JANKOWSKI ratified
3 THOMPSON's theft and harassment of BONANNO, and never took any action to
4 discipline or reprimand THOMPSON.

5 66. That same day, on the evening of May 8, 2017, THOMPSON approached
6 Captain GREENWAY and told Captain GREENWAY that he intended to issue a
7 formal written reprimand to BONANNO based on BONANNO's sideburns.
8 (BONANNO's sideburns have not changed in all his 18 years in the Department.)
9 Captain GREENWAY was concerned that JANKOWSKI and THOMPSON were
10 retaliating against BONANNO, and told THOMPSON he did not agree with the
11 proposed discipline because it appeared to him to be retaliatory. THOMPSON decided
12 not to issue the formal written reprimand.

13 67. However, on or about October 10, 2017, BONANNO received his 2017
14 Performance Evaluation from the Department. The Evaluation included a low grade of
15 "N" for "Needs Improvement" under the category of Standard Operating Procedures—
16 Department Identification. The Performance Evaluation is not a disciplinary action, so
17 under the Department's Memorandum of Understanding, it cannot be appealed.
18 Accordingly, the Evaluation remains in BONANNO's permanent employment file and
19 will significantly prejudice his ability to promote within the Department and/or transfer
20 to another department if he so desires. The Evaluation constitutes further retaliation
21 against BONANNO, and further ratification by the Department of the prior retaliation
22 set forth above.

23 **C. DEFENDANTS Retaliate Against ASSOCIATION President GLAZE**

24 68. Firefighter-Paramedic Andy GLAZE is the President of the
25 ASSOCIATION. LA VERNE and JANKOWSKI retaliated against him for the Vote
26 and for the ASSOCIATION's political activity.

27 69. Shortly after the March 17, 2017 election, JANKOWSKI abruptly
28 reassigned GLAZE from Station 1 to Station 2, with no notice or explanation.

1 JANKOWSKI never provided any explanation to GLAZE for the transfer. GLAZE
2 requested to stay at Station 1 at least temporarily because he was completing his
3 supervision of a probationary firefighter whom he was mentoring. JANKOWSKI
4 denied his request.

5 70. On or about April 28, 2017, JANKOWSKI blocked GLAZE from his
6 administrator status on the official Fire Department Facebook page. JANKOWSKI's
7 action impacts GLAZE's job duties because GLAZE is one of the Department's
8 designated Facebook coordinators. GLAZE had pushed the Department to start a
9 Facebook page and was pivotal in successfully starting the Department's social media
10 presence.

11 71. On May 5, 2017, three days before delivery of the Vote, which
12 JANKOWSKI said he "knew was coming," the Department denied GLAZE overtime
13 shifts for which he had signed up. Like the station transfer, the Department gave no
14 explanation for these denials, which were contrary to Department policy, because
15 GLAZE was next in line on the list for overtime on these occasions. Overtime is
16 assigned to those who sign up for it based on the number of hours each firefighter has
17 worked. According to policy and practice, GLAZE should have received the overtime.
18 The denial did not comply with past practice or operational needs, was retaliatory, and
19 harmed GLAZE by denying him overtime pay.

20 **D. DEFENDANTS Retaliate Against Captain HECHT**

21 72. Adam HECHT is a Captain and a 17-year veteran of the Department.
22 JANKOWSKI and the Department retaliated against him for the Vote and the
23 ASSOCIATION's exercise of its First Amendment rights. On May 20, 2017, 12 days
24 after the delivery of the Vote, Captain HECHT responded to a call for service
25 regarding individuals trapped in a stuck elevator at the University of La Verne. On the
26 scene, Battalion Chief THOMPSON loudly and aggressively addressed Captain
27 HECHT in front of his crew, University staff, and bystanders. Chief THOMPSON
28 appeared angry, and Captain HECHT did not understand why. After the incident was

1 resolved, THOMPSON ordered Captain HECHT to report to THOMPSON's office,
2 where THOMPSON confronted Captain HECHT and loudly and aggressively told
3 Captain HECHT, in the presence of Captain GREENWAY, that Captain HECHT's
4 "tone" on the radio calls regarding the incident had been inappropriate, and accused
5 Captain HECHT of "not wanting to get [his] butt up out of [his] chair." Captain
6 HECHT had no idea what THOMPSON was talking about, and informed
7 THOMPSON that THOMPSON'S comments were not appropriate and appeared
8 overly angry and emotional, and that his, Captain HECHT's, demeanor had always
9 been professional. Captain HECHT told THOMPSON that it appeared that
10 THOMPSON was looking for reasons to discipline personnel because of the Vote of
11 No Confidence.

12 73. Three days later, THOMPSON again called Captain HECHT and said that
13 he had gone back and listened to the dispatch tapes, and admitted that Captain HECHT
14 was right: there had been nothing inappropriate in Captain HECHT's demeanor.
15 THOMPSON apologized. However, the damage had been done because other
16 firefighters and members of the public had witnessed Chief THOMPSON's
17 unprofessional behavior. Chief THOMPSON's outburst was in retaliation for the
18 Vote, and has done lasting damage to the morale of Plaintiff Firefighters.

19 74. On June 20, 2017, Chief THOMPSON gave Captain HECHT his yearly
20 evaluation. He told Captain HECHT that "the evaluation is a little different now from
21 how we've done them in the past." THOMPSON's evaluation contained numerous
22 insinuations that Captain HECHT had engaged in misconduct and failed in his duties,
23 but without any supporting factual examples. The evaluation was vague and self-
24 contradictory. It also included factually inaccurate statements regarding Captain
25 HECHT's performance of his building inspection duties. The written evaluation will
26 remain in Captain HECHT's permanent file and negatively impact his ability to
27 advance and promote within the Department, and to transfer to another department, if
28 he so desires.

1 **E. DEFENDANTS Retaliate Against Engineer-Paramedic WILTON**

2 75. Engineer-Paramedic Kevin WILTON is an 18-year veteran of the
3 Department. As of the date of the Vote in May 2017, WILTON was on the active list
4 for promotion to Captain when a position opened up and served as an acting Captain.
5 An active list is a list of firefighters who have passed the promotional tests and
6 qualified for promotion to the next rank. The lists run for one year, with two potential
7 six-month extensions that JANKOWSKI may exercise. Historically, Chiefs have
8 almost always exercised those extensions. In fact, there is no record of a Chief ever
9 terminating an active list after one year; Chiefs have always extended active lists to the
10 full two years.

11 76. The Captain’s list became active in January 2016, and in August 2016, the
12 Department offered WILTON a position as Acting Captain, to fill a staffing need. One
13 Captain was out on long-term injury, and the Department’s Captains were working
14 significant overtime. WILTON’s service as Acting Captain alleviated significant
15 personnel stress on the Department. In January 2017, JANKOWSKI extended the list
16 for the first six-month extension period, pursuant to the standard longtime practice of
17 the Department, and its continuing need for WILTON’s service as Acting Captain. On
18 January 4, 2017, JANKOWSKI sent a memo to the Department stating that the
19 Captain’s list is “[l]ikely to be good until 1/2018 unless a captain spot becomes open
20 prior to the list expiring.” This was all before the Vote of No Confidence.

21 77. During the year preceding the Vote, JANKOWSKI had told WILTON
22 that he anticipated promoting WILTON to Captain before the expiration of the list.
23 JANKOWSKI had told WILTON and other ASSOCIATION members on multiple
24 occasions that he would keep the Captain’s list open for the full two years, through
25 January 2018.

26 78. Shortly after the Vote of No Confidence, City Manager Robert Russi
27 called WILTON on the phone and began trying to discuss the Vote with WILTON.
28 WILTON told Russi that he did not feel comfortable talking with Russi about it, and

1 that Russi should communicate with the ASSOCIATION. A few days later, Russi saw
2 WILTON's wife in a local store and approached her, and asked her why WILTON
3 hadn't called him back to further discuss the VOTE. WILTON and his wife both felt
4 uncomfortable at this contact and thought that it was inappropriate and intended to
5 intimidate them.

6 79. After the Vote, JANKOWSKI abruptly reversed his previous statements
7 about the Captain's list, and terminated the list to retaliate against the ASSOCIATION.
8 In June 2017, JANKOWSKI announced that he was terminating the Captain's list.
9 JANKOWSKI informed WILTON that he could no longer serve as Acting Captain as
10 of August 2017. On or about June 15, 2017, JANKOWSKI left WILTON a voicemail
11 and told him he was terminating his status as Acting Captain and was terminating the
12 Captain's promotional list. JANKOWSKI told WILTON that he would have to re-take
13 the Captain's exam whenever it was offered in the future. These actions are retaliatory.

14 80. JANKOWSKI could have extended the list until January 2018, and
15 pursuant to prior practice and his prior statements, he should have done so. There was
16 no operational justification for his decision to terminate the list, and it harmed
17 WILTON by denying him shifts as Acting Captain, and impairing his ability to
18 promote to Captain.

19 81. In September and October 2017, the Department held a new Captain's
20 test, with different testing criteria, forcing WILTON to study a new set of materials.
21 WILTON took the test and was ranked in the "B" band, despite having served for a
22 year as Acting Captain, with distinction and with exceptional evaluations. Being
23 ranked on the "B" band meant that in all likelihood WILTON would not promote to
24 Captain during the existence of that list. Terminating the Captain's list early, delaying
25 re-testing, changing the material for the next test, and ranking WILTON in the "B"
26 band are retaliatory acts by JANKOWSKI, that significantly harmed WILTON.

1 **F. DEFENDANTS Retaliate Against VILLARREAL**

2 82. Firefighter Adrian VILLARREAL has been a member of the Department
3 for four years, and has been an outstanding employee throughout his career. However,
4 on January 24, 2017, after the ASSOCIATION had begun its public political activities
5 in support of City Council and Mayoral candidates, JANKOWSKI retaliated against
6 him by denying him a certification as Firefighter-2. VILLARREAL had a pending
7 Firefighter-2 application (an additional certification within the Firefighter rank), that
8 had been forwarded through the chain of command, and was awaiting JANKOWSKI's
9 signature. JANKOWSKI should have approved the request as a matter of course,
10 pursuant to longtime past practices and VILLARREAL's successful completion of the
11 requirements for the certification. Instead, JANKOWSKI denied the request, asserting
12 that he would now require individual written verification of all prerequisites.
13 JANKOWSKI wrote: "Due to some recent events, I am now requiring complete
14 written verification of all department documents prior to signing." This change was
15 surprising and unexplained. Before the election campaign and the Vote, JANKOWSKI
16 had always approved Firefighter-2 certifications. DEFENDANTS' denial of the
17 certification request harms VILLARREAL in his promotional opportunities.

18 **G. DEFENDANTS Retaliate Against Firefighter-Paramedic MARINO**

19 83. Firefighter-Paramedic Tim MARINO is an ASSOCIATION Board
20 member. The Department retaliated against him because of the Vote and the
21 ASSOCIATION's political activity. After the Vote, on multiple occasions in June and
22 July 2017, DEFENDANTS denied MARINO overtime shifts for which he had signed
23 up. There was no explanation for the denials, and, as with GLAZE, DEFENDANTS
24 denied MARINO shifts which he should have received based on the longstanding
25 policy and practices regarding overtime assignments. DEFENDANTS' denials lacked
26 any basis in past practice or operational needs, and were retaliatory, and harmed
27 MARINO by denying him overtime shifts and pay.
28



1 **H. DEFENDANTS Retaliate Against Engineer-Paramedic GRAPENTIN**

2 84. Engineer-Paramedic John GRAPENTIN is an ASSOCIATION Board
3 member. The Department retaliated against him because of the Vote and the
4 ASSOCIATION's political activity. On July 18, 2017, GRAPENTIN made an
5 appointment with Battalion Chief THOMPSON to see his personnel file at Fire Station
6 1 the following day. On July 19, 2017, GRAPENTIN went to the station for his
7 appointment, but Chief THOMPSON refused to let him see his personnel file. The
8 refusal contravened Department policy and practice, and California law. Denial of
9 access to personnel files is a violation of the Standard Operating Procedures ("SOPs"),
10 specifically SOP 1036.5: Members Access to Own File, and harmed GRAPENTIN
11 because he was unable to readily access his file, causing him anxiety, uncertainty, and
12 inconvenience, and requiring expenditure of additional time and effort to exercise a
13 basic employment right. The ASSOCIATION filed a grievance regarding the denial.
14 In response to the grievance, JANKOWSKI responded that he had decided to change
15 the process for personnel to access their files. From now on, he said, firefighters
16 would have to go to City Hall. JANKOWSKI did not make this change in a memo or a
17 revision of the SOPs, nor did the CITY meet and confer regarding the change. The
18 Department's actions were retaliatory, and lack any justification in operational or
19 policy considerations.

20 **I. DEFENDANTS Retaliate Against MARINO, HERNANDEZ,**
21 **HAROUTUNIAN, MOORE, PAIGE, AND KILMAN**

22 85. Six ASSOCIATION members—Plaintiff Firefighters MARINO,
23 HERNANDEZ, HAROUTUNIAN, MOORE, PAIGE, and KILMAN—were involved
24 in a medical response on or about April 7, 2017. On April 12, 2017, these six Plaintiff
25 Firefighters received a memo from the Department stating that Los Angeles County
26 Emergency Services Agency ("LAEMSA") had opened an investigation into the call,
27 but that the Department was not pursuing any disciplinary investigation regarding it.
28 After the Department sent out the April 12 memo, ASSOCIATION Vice-President



1 MARINO, along with HERNANDEZ and MONTOYA, asked Battalion Chief
 2 THOMPSON whether the Department was investigating the incident. Chief
 3 THOMPSON replied that the Department was not.

4 86. On May 9, 2017, however, the *day after* the ASSOCIATION delivered the
 5 Vote of No Confidence to JANKOWSKI, JANKOWSKI sent out a new memo,
 6 informing the six firefighters that he was now opening a disciplinary investigation into
 7 the incident after all. JANKOWSKI offered no explanation for his sudden reversal,
 8 and there is no operational justification for it: there is no need for two parallel
 9 investigations. Nothing new occurred to prompt the reversal, except the May 8, 2017
 10 Vote. The instigation of a disciplinary investigation by the Department the *day after*
 11 receiving the Vote, based on a month-old incident which the Department had
 12 previously told the firefighters it was not investigating, is retaliatory. Plaintiff
 13 Firefighters MARINO, HERNANDEZ, HAROUTUNIAN, MOORE, PAIGE, and
 14 KILMAN are harmed because they face additional uncertainty, anxiety, and potential
 15 imposition of unwarranted discipline, and the additional time and expense of
 16 responding to two investigations. The ASSOCIATION also is forced to incur
 17 additional legal costs and expenses.

18 **J. DEFENDANTS Retaliate Against QUEZADA**

19 87. Following the Vote, on multiple occasions in May and June 2017,
 20 Battalion Chiefs Horine and THOMPSON began racially harassing Firefighter Stephen
 21 QUEZADA, calling him “Asada” or “Quesadilla.” QUEZADA is Mexican-American;
 22 “asada” and “quesadilla” are both Mexican foods. Horine and THOMPSON are both
 23 Anglo, and their conduct was intended to belittle and intimidate QUEZADA, and it had
 24 a significant negative impact on QUEZADA, causing him psychological and emotional
 25 harm, and creating a pervasively hostile work environment for him, as a Mexican-
 26 American subjected to daily racial slurs from the white Battalion Chiefs who exercised
 27 daily command over him. In or about June 2017, the ASSOCIATION filed a
 28 complaint with the CITY regarding this conduct, putting the City on notice of it.



1 **K. The CITY Retaliates Against BENTZ**

2 88. Plaintiff BENTZ is an ASSOCIATION Member and was hired by the
3 Department in July 2015 as a firefighter. BENTZ completed his probationary period
4 and became a full Firefighter-Paramedic on July 16, 2016. Pursuant to the applicable
5 contracts, operating procedures, and longtime practices, BENTZ should have received
6 a pay increase, and been transferred to a full Firefighter-Paramedic position when one
7 became available. Such a position was available in the summer of 2017. However, as
8 part of his retaliation against ASSOCIATION members for their exercise of their First
9 Amendment rights, JANKOWSKI refused to assign BENTZ to that position, and the
10 CITY continues to withhold the 10% pay increase to BENTZ. These actions lack any
11 justification in practice, precedent, or operational needs, and are motivated by
12 retaliation against BENTZ and the ASSOCIATION due to the Vote.

13 **L. DEFENDANTS Retaliate Against All Plaintiff Firefighters**

14 **1. Threat to Forbid Attendance at ASSOCIATION Meetings**

15 89. On May 8, 2017, when GLAZE delivered the Vote of No Confidence to
16 JANKOWSKI, JANKOWSKI responded: “You know I can sue the ASSOCIATION
17 for slander.”¹ JANKOWSKI then said that he had been expecting the Vote and that he
18 knew the ASSOCIATION was about to serve him with the Vote. He asserted that
19 GLAZE was “just a puppet” of BONANNO and MONTTOYA. JANKOWSKI then
20 handed GLAZE a letter, which was dated May 3, 2017, but which he had not
21 previously sent or delivered to GLAZE. In the letter, JANKOWSKI stated that the
22 ASSOCIATION had failed to obtain advance permission before holding its previous
23 two meetings, and threatened to prohibit on-duty personnel from attending future
24 meetings if the ASSOCIATION did not obtain advance approval for all future meeting
25 times and places. JANKOWSKI’s actions are retaliatory.

26
27
28
¹ PLAINTIFFS invite JANKOWSKI to file a cross-claim against them for slander if he truly believes that they slandered him in their Vote of No Confidence.



1 90. JANKOWSKI's allegations were false: the ASSOCIATION had always
2 cleared its meeting times with Command Staff. JANKOWSKI's threat was
3 unprecedented. No Chief had ever before threatened to prohibit on-duty personnel
4 from attending ASSOCIATION meetings. Since one-third of the Department is on
5 duty at any given time, the threat would as a practical matter have prevented the
6 ASSOCIATION from functioning at all, which would gravely harm the
7 ASSOCIATION and all Plaintiff Firefighters, by preventing them from exercising their
8 constitutional, statutory, and contractual rights to organize and maintain a union, and to
9 exercise their First Amendment right to free speech and association. Forbidding
10 personnel from attending ASSOCIATION meetings during work hours is retaliatory.

11 **2. Retaliatory "Strict Enforcement of SOP" Policy**

12 91. On May 12, 2017, immediately after the Vote, Battalion Chief Mark
13 Horine held a meeting with the entire "B" shift to inform the firefighters that
14 JANKOWSKI had just ordered a new policy of "strict enforcement of the SOPs.
15 "SOP" stands for "Standard Operating Procedures," and refers to the body of rules and
16 regulations governing employment conduct, e.g., hair length, grooming standards,
17 timing of exercise, breaks, truck-washing, etc. Chief Horine told the firefighters that
18 JANKOWSKI had just convened a meeting of the Battalion Chiefs and told them that
19 "things are going to be different from now on," and ordered the Battalion Chiefs to
20 strictly enforce and discipline regarding any deviations from the SOPs, no matter how
21 minor.

22 92. Chief Horine and Chief THOMPSON then began carrying out
23 JANKOWSKI's retaliatory threat in a vindictive and arbitrary manner. They began
24 searching out the most minor violations in order to find pretexts for discipline.
25 JANKOWSKI's conduct was retaliatory, as was that of Horine and THOMPSON,
26 acting under JANKOWSKI's direction, encouragement, and approval.
27 DEFENDANTS' sudden change to aggressive SOP enforcement was unprecedented,
28 and retaliatory, and caused anxiety and stress to all personnel. It had been the long-

1 time practice of the Department not to excessively police and discipline personnel for
2 *de minimis* deviations from the SOPs, as JANKOWSKI began doing immediately after
3 the Vote.

4 **3. Cancelling Wildfire Strike Team Assignments**

5 93. For many years, the Department, like most fire departments across
6 California, has routinely sent a fully-crewed engine to join “strike teams” drawn from
7 state, federal, and local agencies in responding to wildfires throughout the state.
8 Firefighters consider this obligation to be an integral part of their profession, and are
9 eager to volunteer. Firefighters consider it an honor to serve on strike teams, enjoy the
10 work, and gain valuable experience on wildfire details that they then bring to bear to
11 improve the performance of their home departments. Firefighters benefit financially
12 from wildfire service because they receive overtime pay from state and federal
13 agencies. Those agencies also compensate cities for “backfilling” firefighters’
14 assignments in their home departments, so wildfire assistance does not pose a financial
15 burden to cities. In fact, the cities reap a financial benefit in the form of an
16 administrative fee and equipment use fee added to their state and federal compensation,
17 over and above the firefighters’ salaries. In sum, wildfire assistance is a longstanding
18 and integral part of the profession of firefighting, and cities have weighty professional,
19 moral, safety, and financial reasons to do their part.

20 94. When county and state agencies request assistance in responding to
21 wildfires, local fire departments send both equipment and personnel. The most
22 effective response is an entire engine company: a fire engine, a Captain, an Engineer,
23 and two Firefighters. Equipment is crucial in firefighting; sending individuals without
24 sufficient equipment is not an adequate response.

25 95. The Department has always sent full engine companies to assist in
26 wildfire response. However, in the summer of 2015, which was a particularly heavy
27 fire season, the Department was faced with staffing shortages and had to turn down
28 some requests for wildfire assistance. On September 24, 2015, JANKOWSKI sent a



1 memo to the Department vowing to ensure that the Department would always be ready
2 and able to send a full engine and engine company to all wildfire requests.
3 JANKOWSKI's memo was clear: by failing to send a fully-staffed engine, the
4 Department was "not meeting its obligation," and that firefighting is a "noble
5 profession that requires that we give of ourselves to others." JANKOWSKI vowed
6 that "if a request is received for E[ngine] 63 or other mutual aid resource, staff will be
7 contacted and required to report for duty." JANKOWSKI also praised Captain
8 MONTOYA for developing a logistical system to ensure that the Department will be
9 prepared for "getting E63 and a crew of 4 out the door when a request comes in."
10 Throughout the fire season of 2016, the Department put Captain MONTOYA's plan
11 into action and fulfilled its commitments, and the firefighters stepped up and manned
12 the engine for strike team duty. The fire season of 2017 arrived, with the Department
13 fully staffed and capable of sending an engine to wildfires.

14 96. JANKOWSKI'S petty and vindictive retaliation after the May 8, 2017
15 Vote of No Confidence changed all of this, to the detriment of the safety and welfare of
16 lives and property throughout California. After the Vote, JANKOWSKI began
17 refusing all wildfire engine requests, thereby depriving the ASSOCIATION members
18 of these satisfying, professionally and reputationally significant, and experience-
19 building opportunities that can also provide substantial pay. There was absolutely no
20 operational or policy rationale for these refusals. Moreover, JANKOWSKI's actions
21 were in complete contradiction and derogation of his own pledge to fulfill the
22 Department's obligations in the service of the "noble profession" of firefighting. The
23 2017 fire season was one of the worst fire seasons in more than a century, with massive
24 fires decimating many communities in California. Cities from all over the state (and
25 from other states as well) sent engines and strike teams to assist on fires in both
26 Northern and Southern California. Engine 63 was ready to deploy, Captain
27 MONTOYA's logistical plans were in place, the Department's personnel were ready
28 and eager to serve, and the Department received numerous requests for help. But in



1 retaliation for the Vote, JANKOWSKI refused to send out engine crews. Since the
2 May 8, 2017 Vote, JANKOWSKI has *not once* sent an engine company in response to
3 a wildfire aid request. JANKOWSKI's actions were retaliatory: he deliberately
4 refused to send an engine for strike team duty to assist in fighting the epic wildfires of
5 the summer of 2017, in order to "punish" Plaintiff Firefighters for the Vote of No
6 Confidence.

7 97. On July 10, 2017, with the fire season two months old and multiple major
8 wildfires in California burning, Captain MONTROYA had a conversation with the
9 Department dispatchers who were tasked with communicating with state and regional
10 authorities regarding strike team requests. Captain MONTROYA asked why
11 JANKOWSKI had not deployed Engine 63 with a crew to help. The dispatchers stated
12 that in fact they had received requests for aid, but that Battalion Chief THOMPSON
13 had directed them to decline requests for aid, and to say by way of explanation that the
14 Department had too many Captains out on injury to staff a strike team engine, and
15 could therefore send only individuals, not crews or equipment. That statement was not
16 true, and Chief THOMPSON and everyone in the Department knew it. The
17 Department was *not* short on personnel. There was only one Captain out on injury, and
18 his spot was (and had been for months) filled with an Acting Captain. The Department
19 was fully staffed at the Captain rank. Plaintiff Firefighters allege that JANKOWSKI
20 and THOMPSON directed dispatchers to make false statements to other government
21 agencies to avoid complying with strike team requests in order to punish the Plaintiff
22 Firefighters by denying them these assignments.

23 98. JANKOWSKI refused to send fully-staffed strike team engines
24 throughout the 2017 fire season, from May through November. As of the filing of this
25 Complaint, Plaintiff Firefighters have lost thousands of hours in wildfire deployments,
26 damaging them significantly as set forth herein and subject to proof at trial. In addition
27 to depriving Plaintiff Firefighters of opportunities for professional advancement,
28 educational deployments, and depriving them of the opportunity to fulfill their moral

1 and professional obligation as firefighters to assist the residents of the state,
 2 JANKOWSKI's decision also cost the firefighters significant amounts of money due to
 3 the loss of professional opportunities to serve on strike teams. The lost income
 4 amounted to as much as \$100,000 per crew per deployment, with individual
 5 firefighters bringing home as much as \$20,000 or more. JANKOWSKI's retaliatory
 6 action has deprived every single member of the ASSOCIATION of these potential
 7 earnings.

8 4. **Requesting Staff at Pomona Valley Hospital to Look Out for**
 9 **Anything to Report About Fire Personnel**

10 99. In late May 2017, shortly after the Vote, JANKOWSKI contacted the
 11 head nurse at Pomona Valley Hospital, Lori Sepke, and asked her to instruct her
 12 nursing staff to be "on the lookout" for bad behavior by firefighters and paramedics
 13 bringing patients in from La Verne. The nursing staff was shocked at this request, and
 14 asked Plaintiff Firefighters the reason for JANKOWSKI's bizarre request. They had
 15 never heard of a fire chief soliciting negative statements about his own personnel from
 16 hospital staff. The nurses asked Plaintiff Firefighters whether there had been an
 17 incident that they hadn't heard of that triggered the request. There was no such
 18 "incident"—except the Vote of No Confidence. JANKOWSKI was retaliating against
 19 Firefighter Plaintiffs by manufacturing complaints so that he could find excuses to
 20 investigate and discipline Plaintiff Firefighters.

21 5. **Cancelling the 2017 July 4th Raffle**

22 100. For decades, the ASSOCIATION has run the raffle at the City's Fourth of
 23 July fireworks show and thereby earned approximately \$5,000 each year, which it uses
 24 throughout the year for various charitable purposes. After the Vote, for the first time,
 25 the CITY and Mayor Kendrick, acting on JANKOWSKI's request, barred the
 26 ASSOCIATION from holding the raffle. JANKOWSKI, without consulting with the
 27 ASSOCIATION, falsely told the organizers that the ASSOCIATION did not want to
 28 participate. The ASSOCIATION had already solicited donations from local businesses

1 in anticipation of the raffle, so JANKOWSKI's false statements led those businesses to
2 lose trust in the ASSOCIATION. Instead, the CITY offered a local motorcycle club
3 the chance to run the raffle instead. This group was headed by Tim Morrison, a
4 prominent supporter of Mayor Kendrick. The ASSOCIATION had opposed Mayor
5 Kendrick in the election. By shutting the ASSOCIATION out of its historical role
6 running the raffle, JANKOWSKI and the CITY cost the ASSOCIATION the
7 approximately \$5,000 it would have raised, as it had in years past. The CITY's act in
8 barring the ASSOCIATION from holding the raffle was retaliatory, and was the joint
9 act of JANKOWSKI, the Mayor, and the CITY. (Worse, the motorcycle club did not
10 even hold the raffle.)

11 **6. DEFENDANTS' Refusal to Clean the Station After a Sewage**
12 **Spill**

13 101. On July 14, 2017, there was a sewage spill at the Department's Station 1.
14 The showers overflowed and poured raw sewage into the firefighters' locker room and
15 bathroom, and contaminated the lounge, bunk, and kitchen areas as well as firefighters
16 moved through the station. The station was a filthy, smelly mess. The Department has
17 a contract with an outside company for the specific purpose of cleaning up raw sewage.
18 The firefighters on duty promptly notified JANKOWSKI and requested cleanup of the
19 station.

20 102. Battalion Chief THOMPSON refused to request an outside contractor to
21 perform the cleanup. He ordered the firefighters on duty to clean it up themselves.
22 Several firefighters followed Chief THOMPSON's order and were exposed to raw
23 sewage. Chief THOMPSON's order was unprecedented and was contrary to
24 Department Policy. The Department's Policy Manual (Section 303.1.1) specifically
25 provides that firefighters shall not be involved in "raw sewage incidents."
26 ASSOCIATION President GLAZE called Chief THOMPSON and protested. Chief
27 THOMPSON told him to stop complaining, and said the sewage was not really sewage
28 but just "grey water." He then hung up on GLAZE. The firefighters at the station

1 followed THOMPSON’s order and did their best to clean up the raw sewage, which
2 saturated the station carpets. During the cleanup efforts, one firefighter was exposed to
3 raw sewage on his face and arms, and filled out an exposure report the following
4 rotation.

5 103. Chief THOMPSON’s statement that the sewage was not sewage was
6 untrue. In fact, the Police Department—whose locker room area was also affected—
7 immediately recognized the health hazards presented by the spill and ordered its
8 personnel to vacate the area. The Police memorandum read: “Until further notice, do
9 not enter the men’s locker room for any reason due to a bio-hazard.” This memo was
10 sent by email to all police officers on the morning of July 14, 2017, at the same time as
11 Chief THOMPSON was ordering his personnel to go in and clean up the mess,
12 refusing to call the outside contractor, and denying that there was any hazard.

13 104. There is no dispute as to the fact that the Station was saturated with raw
14 sewage. When, three days later, on July 17, 2017, the CITY hired Stanley Steamer to
15 respond to the station, the contractor immediately identified the fluid as “raw sewage.”

16 105. JANKOWSKI carried out additional retaliation when Stanley Steamer
17 arrived. He directed Stanley Steamer to clean only half of the building:
18 JANKOWSKI’s offices, the administrative area, the Emergency Operations Center, and
19 the firefighters’ sleeping area. He instructed Stanley Steamer *not* to clean and
20 remediate the raw sewage from the firefighters’ day room, common area, kitchen, or
21 hallway. In other words, the CITY cleaned the areas used by JANKOWSKI and his
22 command staff and administration, and by the Police Department—but deliberately did
23 not clean the areas used only by the rank-and-file fire personnel. DEFENDANTS
24 offered no explanation or justification for failing to clean these additional areas, nor is
25 there any explanation other than retaliation.

26 106. Nearly two weeks passed with no further action from the Department to
27 address the filthy and unsafe conditions in the Plaintiff Firefighters’ living and working
28 areas. For those two weeks, the Plaintiff Firefighters were living and working in filth.

1 The Plaintiff Firefighters and ASSOCIATION repeatedly requested that JANKOWSKI
2 act to remediate the biohazard and clean the rest of the station, but he refused. The
3 contamination adversely affected every Plaintiff Firefighter who entered Station 1.
4 The ASSOCIATION made repeated written requests to JANKOWSKI to address the
5 matter. JANKOWSKI ignored them. The Plaintiff Firefighters ultimately had to file a
6 grievance simply to get the raw sewage cleaned out of their carpet after two weeks.
7 Before the Vote, DEFENDANTS had never refused to address a maintenance, health,
8 or cleanup issue at one of the stations. This episode demonstrates just how
9 DEFENDANTS treated the Plaintiff Firefighters after the Vote. DEFENDANTS'
10 actions were clearly retaliatory.

11 107. DEFENDANTS' actions were also in violation of California's
12 Occupational Health and Safety Act regulations, including *inter alia*, 8 Cal. C. Reg. §§
13 3380 and 5192, by failing to properly assess a hazardous situation and failing to
14 provide the firefighters with adequate protective gear before ordering them to clean up
15 and work in raw sewage.

16 **7. Cancellation of Promotional Lists**

17 108. In July 2017, after, and in retaliation for, the Vote, JANKOWSKI
18 terminated the Department's active promotional lists for Captain and for Battalion
19 Chief. The cancellation of a promotional list has significant adverse economic and
20 professional consequences for all members of the Department. Each cancelled
21 promotional exam creates a ripple effect on other positions. A cancelled promotional
22 exam from Captain to Battalion Chief, for example, means an Engineer's promotion to
23 Captain is lost, as is a Firefighter's promotion to Engineer.

24 109. Cancellation of active lists also means loss of opportunities to serve in an
25 acting capacity. For example, Engineers on the Captains' list could serve as Acting
26 Captains, earning higher pay and access to more and better overtime opportunities;
27 likewise, for Captains on the Battalion Chief's list. With the cancellation of the lists,
28



1 those opportunities vanished. Accordingly, JANKOWSKI's retaliatory action caused
2 significant economic harms to all Plaintiff Firefighters.

3 **IV. THE ASSOCIATION FILES A GOVERNMENT TORT CLAIM**
4 **REGARDING DEFENDANTS' RETALIATION, AND LA VERNE**
5 **RESPONDS BY CONTINUING TO RATIFY THE PATTERN AND**
6 **PRACTICE OF UNLAWFUL CONDUCT**

7 110. On August 21, 2017, the ASSOCIATION—on behalf of itself and its
8 members—filed a Tort Claim pursuant to California Government Code section 910, *et*
9 *seq.* (“Tort Claim”). Although not required for a Section 1983 claim, the
10 ASSOCIATION filed the Tort Claim to ensure that LA VERNE and all its policy-
11 makers were fully aware of the rampant retaliation occurring in the Department, with
12 the hope that LA VERNE would take prompt action and investigate the allegations and
13 take corrective action and rectify the violations of Plaintiff Firefighters' First
14 Amendment rights. The Tort Claim detailed the retaliation described in this
15 Complaint. Rather than pursue efforts to remedy and stop the retaliation, LA VERNE
16 responded by ratifying and tacitly approving JANKOWSKI's retaliatory conduct.

17 **A. The CITY Fails to Investigate the Allegations Against JANKOWSKI**

18 111. On August 21, 2017, when Plaintiff Firefighters served the CITY with the
19 Tort Claim, the CITY was again fully on notice of Plaintiff Firefighters' allegations
20 regarding JANKOWSKI's retaliatory conduct. The CITY had a duty to investigate
21 those allegations. The CITY failed to do so. The CITY denied the Tort Claim on
22 September 7, 2017, and stated that “no further action will be taken on this claim by the
23 City of La Verne.” The CITY failed to investigate the allegations made in the Tort
24 Claim: it did not retain an outside investigator, it did not interview any Plaintiff
25 Firefighters or members of the department, and it did not communicate with Plaintiff
26 Firefighters' counsel to seek any information or assistance. By denying the claim
27 without investigating it, the CITY ratified JANKOWSKI's conduct, and consequently
28 is jointly and independently liable for the retaliation alleged herein.



1 **B. The CITY Concedes that JANKOWSKI's Conduct Was Retaliatory,**
2 **by Declining to Defend His Conduct in a Disciplinary Appeal**

3 112. The CITY conceded that JANKOWSKI's conduct was retaliatory and
4 indefensible. MONTOYA appealed JANKOWSKI's discipline to the CITY. On
5 September 15, 2017, MONTOYA's attorney submitted a letter to the CITY in support
6 of his appeal, arguing that the discipline DEFENDANTS imposed on MONTOYA was
7 improper because it was retaliatory. The letter analyzed JANKOWSKI's allegations,
8 and argued that the discipline was patently meritless, and that JANKOWSKI's actions
9 raise "an obvious red flag for retaliatory motive." The letter explained that
10 JANKOWSKI used the disciplinary process to retaliate against Captain MONTOYA
11 and the ASSOCIATION, and urged the CITY to rescind the discipline because it was
12 unjustified and retaliatory. CITY Manager Russi received and reviewed the letter, and
13 on September 19, 2017, the day before the scheduled appeal hearing, Russi cancelled
14 the hearing, rescinded the reprimand, and purged it from MONTOYA's file.

15 113. The CITY, with full knowledge that Captain MONTOYA's challenge to
16 the discipline imposed on him was that the discipline was illegal retaliation by Chief
17 JANKOWSKI, decided not to defend Chief JANKOWSKI's actions, and to rescind the
18 discipline he imposed on Captain MONTOYA. The CITY implicitly conceded that
19 Chief JANKOWSKI's actions were retaliatory and improper. However, the CITY did
20 nothing to investigate the numerous other allegations of retaliatory conduct in the Tort
21 Claim, and did nothing to remedy the situation, or to correct or punish JANKOWSKI's
22 behavior.

23 **C. Further Retaliation Against BONANNO**

24 114. On or about October 10, 2017, BONANNO received his 2017
25 Performance Evaluation from the Department. The Evaluation included a low grade of
26 "N" for "Needs Improvement" under the category of Standard Operating Procedures—
27 Department Identification. The basis for the negative evaluation was the incident set
28 forth above, in which Chief THOMPSON stole BONANNO's badge off of his uniform

1 shirt, and then reprimanded BONANNO for “losing” his badge, with JANKOWSKI’s
 2 knowledge and approval. The Performance Evaluation is not a disciplinary action, so
 3 under the Department’s Memorandum of Understanding, BONNANO may not appeal
 4 it. Accordingly, the Evaluation will remain in BONANNO’s permanent employment
 5 file and will significantly prejudice his ability to promote within the Department and/or
 6 transfer to another department. The Evaluation constitutes further retaliation against
 7 BONANNO, and further ratification by the Department of the prior retaliation set forth
 8 above. After conceding that the JANKOWSKI’s conduct was retaliatory, by declining
 9 to defend it in MONTROYA’s appeal, the CITY ratified it again by allowing the
 10 JANKOWSKI to impose a negative evaluation on BONANNO based on conduct by
 11 Chief THOMPSON and JANKOWSKI that was expressly alleged as improper
 12 retaliation in the Tort Claim.

13 **D. JANKOWSKI Continues His Retaliatory Refusal to Send an Engine**
 14 **to Assist with Wildfires, and the CITY Ratifies His Actions**

15 115. As set forth above, immediately following the Vote, JANKOWSKI began
 16 refusing to deploy an engine to assist with wildfires. There were, for many months
 17 over the summer and fall of 2017, multiple severe wildfires in both Southern and
 18 Northern California, and JANKOWSKI’s refusal to allow an engine to assist persists
 19 up through the date of this Complaint. Despite Engine 63 being ready to deploy, along
 20 with numerous members of the Department ready to staff it, JANKOWSKI continues
 21 his retaliatory refusal to let them deploy. When Captain MONTROYA discussed the
 22 issue with the Department’s dispatch office in early October 2017, he was told the
 23 Department is still reporting to the state that it is on “unavailable” status.

24 JANKOWSKI’s retaliatory behavior was and is a direct threat to the core mission of
 25 the Fire Department, and to the public safety of the state, and violates the statewide
 26 mutual aid system.

27 116. The CITY is fully aware of JANKOWSKI’s conduct, and continues to
 28 approve, encourage, and ratify it. Some examples include the following: First, the

1 Tort Claim, which Plaintiff Firefighters served on the CITY on August 21, 2017,
2 informed the CITY of JANKOWSKI's refusal to deploy an engine for wildfire strike
3 teams, and detailed the lack of any operational justification for that refusal, and
4 JANKOWSKI's retaliatory motive. Then, on October 10, 2017—as the wildfires in
5 both Northern and Southern California reached extreme severity—Plaintiff
6 Firefighters' counsel wrote to City Manager Russi, to advise him that JANKOWSKI
7 was continuing to refuse to deploy an engine. Counsel's letter informed the CITY that
8 fire personnel were ready and eager to deploy, and that MONTOYA was "ready to lead
9 a strike team today." The letter placed the CITY on notice that JANKOWSKI was
10 "refusing to allow his personnel to provide wildfire assistance in a moment of crisis for
11 the state."

12 117. The CITY never responded to the October 10, 2017 letter, and
13 JANKOWSKI continued to refuse to make engines available for strike teams, while the
14 wildfire situation in Northern California grew ever more severe, with thousands of
15 homes destroyed. Accordingly, on October 16, 2017, ASSOCIATION President
16 GLAZE addressed the LA VERNE City Council at its regular meeting, and explained
17 the facts set forth above: the situation is dire, all firefighters and cities have a
18 responsibility to assist, yet LA VERNE is not doing its part. GLAZE implored the
19 CITY to allow the firefighters to deploy.

20 118. The CITY did nothing. JANKOWSKI continued to refuse to deploy an
21 engine. Finally, on November 6, 2017, GLAZE again addressed the LA VERNE City
22 Council at its regular meeting, and again advised the City Council that JANKOWSKI
23 was refusing to deploy an engine for wildfire response, that there was no operational
24 justification for that refusal, that the Department's personnel were ready and willing to
25 deploy, and that the City has a moral obligation to assist in wildfire suppression. The
26 CITY again did nothing, thereby ratifying JANKOWSKI's retaliatory, unprofessional,
27 and detrimental conduct.

28

1 suppress the exercise of Plaintiff Firefighters’ First Amendment rights to speech,
2 association, and petition for redress of grievances.

3 122. As a direct result of Plaintiff Firefighters’ exercising their rights to speech,
4 association, and petition for redress of grievances, as well as their right to organize
5 under federal law, DEFENDANTS retaliated against Plaintiff Firefighters through
6 adverse employment actions. Absent Plaintiff Firefighters exercising their
7 constitutionally and legally protected rights to speak, association, petition, and
8 organize, DEFENDANTS would not have taken the adverse employment actions
9 against them set forth herein.

10 123. At all times mentioned herein, Plaintiff Firefighters’ constitutionally and
11 legally protected activities were related to matters of public concern, and were not
12 undertaken pursuant to job duties. Plaintiff Firefighters’ speech was on a matter of
13 public concern, was relevant to the public’s evaluation of the performance of public
14 officials, and was relevant to citizen decisions about the operation of government.

15 124. DEFENDANTS allowed and ratified the use of official policies,
16 procedures, and practices to retaliate against Plaintiff Firefighters for their exercise of
17 their rights to speech, organization, petition, and association, including Plaintiff
18 Firefighters’ political activity in publicly supporting candidates; the Vote; the Tort
19 Claim; and Plaintiff Firefighters’ protected union activities with and through the
20 ASSOCIATION. By taking adverse employment actions against Plaintiff Firefighters,
21 that were substantially motivated by retaliation for protected speech and association,
22 DEFENDANTS violated Plaintiff Firefighters’ rights under the First Amendment to
23 the United State Constitution to freedom of speech, expression, and association, as well
24 as federal statutes protecting labor organizing.

25 125. DEFENDANTS’ pattern and practice of retaliating against Plaintiff
26 Firefighters for associating with the ASSOCIATION or exercising their First
27 Amendment rights, had a chilling effect upon Plaintiff Firefighters’ speech activities.

28

1 DEFENDANTS' multiple adverse employment actions were intended to, did, and
2 would reasonably chill and deter employees from speaking or associating.

3 126. As a direct result of DEFENDANTS' acts and omissions, Plaintiff
4 Firefighters suffered economic damages including lost wages, lost promotional pay
5 raises, lost overtime pay, and additional lost pay and benefits that the Plaintiff
6 Firefighters would have incurred but for DEFENDANTS' adverse employment
7 actions. The ASSOCIATION suffered economic damages in the form of expenditures
8 required to defend its members against DEFENDANTS' retaliatory actions. As a
9 direct result of DEFENDANTS' acts and omissions, by and through their employees,
10 agents, and representatives, Plaintiff Firefighters also incurred attorneys' fees and
11 expenses, and had to spend time and resources responding to, defending themselves
12 against, and otherwise handling DEFENDANTS' retaliatory adverse employment
13 actions.

14 127. As a direct, foreseeable and proximate result of DEFENDANTS' acts and
15 omissions, Plaintiff Firefighters suffered and continue to suffer mental and emotional
16 distress, humiliation, anxiety, embarrassment, and discomfort all to their damage in an
17 amount according to proof at the time of trial, and additional medical expenses,
18 incurred to treat mental and emotional injuries caused by DEFENDANTS' retaliation.

19 128. In performing the acts herein alleged, DEFENDANTS acted intentionally
20 to injure Plaintiff Firefighters. Their conduct was despicable and performed with a
21 willful, conscious, and reckless disregard of Plaintiff Firefighters' civil rights such that
22 punitive or exemplary damages are warranted.

23 **PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiff Firefighters pray for Judgment against DEFENDANTS
25 for:

26 1. Compensatory damages, economic and non-economic damages in excess
27 of the minimal jurisdiction of this Court, in an amount according to proof;

28

- 1 2. General damages to compensate Plaintiff Firefighters for mental and
- 2 emotional injuries, distress, anxiety, and humiliation;
- 3 3. Attorneys' fees in an amount according to proof pursuant to 42 U.S.C. §
- 4 1988;
- 5 4. Exemplary or punitive damages as to Defendants JANKOWSKI and
- 6 THOMPSON, in an amount according to proof that is sufficient to punish and prevent
- 7 future violations of constitutional rights;
- 8 5. For costs of suit herein;
- 9 6. For prejudgment interest pursuant to California Civil Code section 3287,
- 10 subdivision (a); and
- 11 7. For such other and further relief as the Court may deem proper.

12
13 DATED: December 4, 2017

BROWN WHITE & OSBORN LLP

14
15 By



16
17 THOMAS BROWN
18 CALEB E. MASON
19 Attorneys for Plaintiffs La Verne
20 Firefighters' Association, et al.
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DEMAND FOR JURY TRIAL

Plaintiffs LA VERNE FIREFIGHTERS’ ASSOCIATION, LOCAL 3624, VICTOR AMEZCUA, JOHN GRAPENTIN, DAVID BENSON, MICHAEL BENTZ, DAVID BONANNO, LARRY CAMPBELL, JOHN CONNOLLY, KYLE DIAZ, SAM DOMINICK, ANDRE FLORES, MITCH FOWLKES, DAVID GARCIA, ANDREW GLAZE, KEVIN GREENWAY, TODD HAROUTUNIAN, ADAM HECHT, FRANK HERNANDEZ, LEONARD KILMAN, JOE MANCINO, TIM MARINO, DANNY MONTOYA, TRAVIS MOORE, STEVEN PAIGE, STEPHEN QUEZADA, CORY THOMPSON, VLADIMIR TRUBIN, ADRIAN VILLARREAL, JAMES WILFONG, AND KEVIN WILTON hereby demand a jury trial.

DATED: December 4, 2017 BROWN WHITE & OSBORN LLP

By

THOMAS BROWN
CALEB MASON
Attorneys for Plaintiffs La Verne Firefighters’
Association et al.

4811-3838-2930, v. 1

