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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.: 2:17-cv-8743-GW-AFM

FIRST AMENDED COMPLAINT
FOR:

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

[DEMAND FOR JURY TRIAL]

Complaint Filed: Dec. 4, 2017



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 individual Plaintiffs shall be referred to herein
11 collectively as “Plaintiff Firefighters,” and all Plaintiffs collectively as “Plaintiffs”),
12 allege as follows:

13 **JURISDICTION AND VENUE**

14 1. Plaintiffs bring this suit under the United States Constitution and 42
15 U.S.C. § 1983. This Court has jurisdiction under 28 U.S.C. §§ 1331 and 1343.

16 2. The acts alleged herein occurred in the Central District of California.
17 Therefore, venue lies in the United States District Court for the Central District of
18 California pursuant to 28 U.S.C. § 1391.

19 **PARTIES**

20 3. The LVFA is an association representing non-management sworn
21 personnel of the Fire Department (“Department”) of Defendant CITY OF LA VERNE
22 (“CITY” or “LA VERNE”). The LVFA is the “recognized employee organization,” as
23 that term is used in California Government Code section 3501, subdivision (b), for the
24 CITY’s sworn Fire Department personnel, including the classifications of Firefighter,
25 Firefighter-Paramedic, Engineer, Engineer-Paramedic, and Captain, and excluding the
26 Department’s management employees, i.e., the Fire Chief and Battalion Chiefs. The
27 primary functions of the LVFA are to represent its members, the sworn Fire
28 Department personnel, in their relations with the Department and the City, including



1 any issues relating to pay, benefits, working conditions, or discipline; to negotiate
2 contracts with the CITY regarding pay, benefits, and working conditions for its
3 members; to advocate for public safety policies with local, state, and federal officials;
4 to support outreach and public-service programs relating to public safety; and to
5 support, assist, and advocate for its members, retirees, and their families, with respect
6 to any issues relating to their employment.

7 4. Plaintiff ANDREW GLAZE (“GLAZE”) is, and at all times mentioned
8 herein was, a La Verne Firefighter/Paramedic, and the LVFA’s President. GLAZE is,
9 and at all times mentioned herein was, a resident of the State of California.

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

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

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

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

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

26 10. Plaintiff DAVID BONANNO (“BONANNO”) is, and at all times
27 mentioned herein was, a La Verne Fire Engineer-Paramedic and LVFA member.
28

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

3 11. Plaintiff LARRY CAMPBELL (“CAMPBELL”) is, and at all times
4 mentioned herein was, a La Verne Firefighter/Paramedic and LVFA member.
5 CAMPBELL is, and at all times mentioned herein was, a resident of the State of
6 California.

7 12. Plaintiff JOHN CONNOLLY (“CONNOLLY”) is, and at all times
8 mentioned herein was, a La Verne Firefighter/Paramedic and LVFA member.
9 CONNOLLY is, and at all times mentioned herein was, a resident of the State of
10 California.

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

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

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

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

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

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

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

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

11 21. Plaintiff FRANK HERNANDEZ (“HERNANDEZ”) is, and at all times
12 mentioned herein was, a La Verne Firefighter/Paramedic and LVFA member.
13 HERNANDEZ is, and at all times mentioned herein was, a resident of the State of
14 California.

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

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

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

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

28

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

4 27. Plaintiff STEPHEN QUEZADA (“QUEZADA”) is, and at all times
5 mentioned herein was, a La Verne Firefighter-Paramedic and LVFA member.
6 QUEZADA is, and at all times mentioned herein was, a resident of the State of
7 California.

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

12 29. Plaintiff VLADIMIR TRUBIN (“TRUBIN”) is, and at all times
13 mentioned herein was, a La Verne Firefighter-Paramedic and LVFA member.
14 TRUBIN is, and at all times mentioned herein was, a resident of the State of
15 California.

16 30. Plaintiff ADRIAN VILLARREAL (“VILLARREAL”) is, and at all times
17 mentioned herein was, a La Verne Firefighter-Paramedic and LVFA member.
18 VILLARREAL is, and at all times mentioned herein was, a resident of the State of
19 California.

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

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

26 33. Defendant LA VERNE is a municipal corporation, operating as a charter
27 law city, and organized under the Constitution and laws of the State of California. LA
28

1 VERNE’s principal place of business is in this judicial district located at 3660 “D”
2 Street, La Verne, CA 91750.

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

12 35. At all times herein mentioned herein, Defendant MICHAEL THOMPSON
13 (“THOMPSON”) was a resident of the State of California and employed as a Battalion
14 Chief in the LA VERNE Fire Department. Plaintiff Firefighters sue THOMPSON in
15 both his individual and official capacities.

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

21 37. Plaintiff Firefighters do not know the true names and capacities of DOES
22 1 through 10, inclusive, and thus sue said Defendants by fictitious names. Plaintiff
23 Firefighters will identify the true names and capacities of DOES 1 through 10,
24 inclusive, if and when they are ascertained. Plaintiff Firefighters are informed, believe,
25 and thereon allege that each of the fictitiously named Defendants is in some manner
26 legally responsible for the occurrences alleged herein.

27 38. Plaintiff Firefighters are informed and believe and thereon allege that
28 Defendants, and each of them, at all times herein mentioned, were the agents,



1 employees, servants, and/or co-conspirators of the remaining Defendants. Plaintiff
2 Firefighters are further informed, believe, and thereon allege that Defendants, and each
3 of them, were the actual and/or ostensible agents of the remaining Defendants and
4 were acting within the course and scope of said agency. Defendants shall be specified
5 individually herein or referred to collectively as “Defendants.”

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

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

9 39. Defendants engaged, and continue to engage, in illegal retaliation against
10 Plaintiffs, based on Plaintiffs’ constitutionally protected exercise of their rights to
11 association, to engage in political activity, to speak publicly, and to petition for redress
12 of grievances.

13 40. LA VERNE is a city of approximately 30,000 residents and is situated in
14 the Los Angeles metropolitan area, in eastern Los Angeles County. Most cities of
15 comparable size in the County contract with the County for provision of fire services.
16 Some cities, like LA VERNE, have maintained independent fire departments. Like
17 many of those cities, LA VERNE has struggled in recent years with meeting the
18 financial and capital requirements necessary for a fire department. Over the past
19 decade, CITY revenues, personnel and equipment have become inadequate to meet the
20 increased safety needs of the CITY. Plaintiff Firefighters are proud to be firefighters,
21 and proud to serve their community, and have always made the most of the resources
22 available.

23 41. However, Plaintiff Firefighters’ employment environment and working
24 conditions began to deteriorate after the CITY hired JANKOWSKI as the Fire Chief in
25 2013. JANKOWSKI adopted an arbitrary, abusive, retaliatory, and vindictive
26 management style, and was not honest and forthright with the CITY and the public
27 about the deficiencies in the Department’s resources, including outmoded, inadequate,
28 and failing equipment. After JANKOWSKI was served with this lawsuit, he continued



1 this retaliatory behavior which the CITY ratified, encouraged, and allowed to take
2 place.

3 42. JANKOWSKI repeatedly assured the CITY and its City Council that the
4 Fire Department had all the resources it needed, while ignoring the Plaintiff
5 Firefighters' requests and pleas to upgrade the Department's aging, obsolete,
6 inadequate and failing equipment, such as hoses, rescue rope, and Self-Contained
7 Breathing Apparatus ("SCBA") bottles. Plaintiff Firefighters were concerned about
8 the state of this equipment because it put them and the public at physical risk by
9 impairing their ability to fight fires and render emergency medical treatment safely and
10 effectively.

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

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

26 45. JANKOWSKI fostered and encouraged an abusive and hostile
27 management style, consistently undermined his subordinates, and was belligerent in his
28 interactions with firefighters. JANKOWSKI's retaliatory approach was embodied in

1 Battalion Chief THOMPSON, and he also ordered Battalion Chief Horine to engage in
2 retaliatory conduct.

3 46. Plaintiffs have attempted over the past two years to convey their concerns
4 about JANKOWSKI and certain of his battalion chiefs through the chain of command
5 to City Manager Robert Russi (“Russi”) and Human Resources Director J.R. Ranells
6 (“Ranells”), but Russi and Ranells ignored their reports and have ratified many of
7 JANKOWSKI’S illegal actions.

8 47. In late 2016 and early 2017, the ASSOCIATION publicly supported two
9 candidates for the upcoming March 2017 City Council election who were committed to
10 reforming the Fire Department, and to a fact-based evaluation of the limitations of LA
11 VERNE’S resources. One candidate was running for City Council, the other for
12 Mayor, against the incumbent Mayor Don Kendrick. The ASSOCIATION was vocal
13 in its support of these reform candidates and contributed money, time, and the energy
14 of off-duty firefighters to their campaigns. When JANKOWSKI, who was closely
15 allied with Mayor Kendrick, learned of the ASSOCIATION’S support for these non-
16 incumbent candidates, he met with ASSOCIATION Board members and warned them
17 against supporting them.

18 48. JANKOWSKI began retaliating against the ASSOCIATION as soon as he
19 learned that the ASSOCIATION was supporting Kendrick’s opponent. For example,
20 on February 16, 2017, the CITY held an open public forum for candidates.
21 BONANNO attended the forum, as did Battalion Chief Horine, who was on duty at the
22 time. Captain MONTOYA and his crew were on duty at Station 1, and were preparing
23 to attend the forum to observe, which is permitted under the Memorandum of
24 Understanding between the ASSOCIATION and the CITY. Before they could depart,
25 however, Captain MONTOYA received a call from Battalion Chief Horine, who told
26 Captain MONTOYA: “You guys can’t come up here.” Captain MONTOYA asked
27 why, and Chief Horine replied, “That’s what the Fire Chief said.”
28

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

17 50. During the election campaign, Mayor Kendrick made a number of false
18 and derogatory statements about the ASSOCIATION, and expressed his anger that the
19 ASSOCIATION had not endorsed him. Mayor Kendrick was re-elected, as was the
20 incumbent councilmember whose opponent the ASSOCIATION had supported. The
21 day after the election, JANKOWSKI told ASSOCIATION Board member
22 GRAPENTIN: “Looks like you guys are batting a thousand on supporting the wrong
23 candidates.”

24 51. On April 27, 2017, the ASSOCIATION’s Board met with City Manager
25 Russi regarding its concerns about JANKOWSKI’s escalating mismanagement and his
26 abusive and retaliatory treatment of fire personnel, and about Mayor Kendrick’s hostile
27 and derogatory statements about, and implicit threats toward, the ASSOCIATION,
28

1 during the election campaign. Russi replied: “It’s politics, what did you guys expect?
2 You supported his [Mayor Kendrick’s] opposition.”

3 **II. A NEARLY UNANIMOUS LVFA SIGNS A VOTE OF NO CONFIDENCE**
4 **IN CHIEF JANKOWSKI**

5 52. During the spring of 2017, the ASSOCIATION and its members
6 experienced a wave of vindictive and retaliatory actions by the Fire Chief and Battalion
7 Chiefs THOMPSON and Horine. Ultimately, the firefighters had no choice but to take
8 a Vote of No Confidence (“Vote”) in JANKOWSKI. The Vote was 26 to 1, in favor of
9 no confidence. The Vote reads as follows:

10 To preserve the quality of public safety provided to the La Verne
11 Community as well as maintaining integrity and morale within the La
12 Verne Fire Department, the La Verne Firefighters Association
13 announces that it has taken a vote of no confidence in its Fire Chief,
14 Pete Jankowski. The vote was virtually unanimous (26-1) in finding a
15 lack of confidence or support to continue following the leadership of
16 Jankowski.

17 A number of incidents during Jankowski’s tenure with the
18 Department have resulted in this vote of no confidence. Primarily, it is
19 Jankowski’s indecisiveness, failure to prioritize public safety and
20 dishonesty that has led to this vote. Jankowski has illustrated his
21 indecisiveness and lack of concern on safety issues on numerous
22 occasions, and then even lied about it to cover up his inaction. This is
23 what has caused the members of the La Verne Fire Department to
24 seriously question his ability to perform as its Fire Chief or perform in
25 any legitimate public safety position, which clearly requires decisive
26 action with credibility.

27 A few samples of Jankowski’s questionable conduct include:

- 28 • Jankowski was informed over the years of a need to replace
some of the aging and failing fire hoses. Jankowski ignored the
requests and ultimately lied when later confronted on the issue,
claiming he was not aware of it.

- 1 • Jankowski ignored requests to test self-contained breathing
2 apparatus, which are required to be tested at least every five
3 years.
- 4 • Jankowski ignored requests to replace a failing electronic patient
5 care reporting system that results in the delayed ability to treat
6 patients as needed and was constantly failing.
- 7 • Jankowski failed to listen to his Captains for several months in
8 regard to terminating a probationary firefighter who was clearly
9 not suited for the position.
- 10 • Jankowski spent several months deciding to purchase the new
11 fire truck, causing unnecessary delay in receiving the equipment.

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

19 53. ASSOCIATION President GLAZE delivered the vote to the City Council
20 and to JANKOWSKI on May 8, 2017. When GLAZE handed the Vote to
21 JANKOWSKI, JANKOWSKI replied: "I knew this was coming. I could sue you guys
22 for this. This won't change a thing, I have the support of the Mayor, the City Council,
23 and the City Manager." Additionally, JANKOWSKI told GLAZE that he believed
24 GLAZE was a "puppet" for MONTROYA and BONANNO, who, JANKOWSKI
25 suggested, were the forces behind the Vote. GLAZE told JANKOWSKI that the
26 ASSOCIATION membership hoped for better communication and a change in
27 behavior from JANKOWSKI. However, since the Vote, and increasingly after
28 Plaintiffs filed a Tort Claim in August 2017 and then filed this lawsuit in December
2017, JANKOWSKI has only increased the number and intensity of his retaliatory
actions toward the ASSOCIATION and its members.

1 **III. DEFENDANTS RETALIATE AGAINST PLAINTIFF FIREFIGHTERS**
2 **FOR EXERCISING THEIR FIRST AMENDMENT RIGHTS**

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

12 55. JANKOWSKI’s reaction to the Vote was immediate and retaliatory: he
13 targeted MONTOYA and BONANNO for retaliatory disciplinary investigations. That
14 very day, May 8, 2017, JANKOWSKI initiated disciplinary proceedings against
15 BONANNO. Then, three days later, on May 11, 2017, JANKOWSKI initiated
16 disciplinary proceedings against Captain MONTOYA as well. Both disciplinary
17 proceedings were meritless and retaliatory.

18 56. In BONANNO’s case, JANKOWSKI made up the alleged “infraction.”
19 Battalion Chief THOMPSON secretly removed BONANNO’s badge from his uniform
20 shirt, and then JANKOWSKI (with full knowledge and ratification of Chief
21 THOMPSON’s action) disciplined BONANNO for not having his badge. In
22 MONTOYA’s case, JANKOWSKI searched back months in the past to find incidents
23 that could theoretically support discipline—even though MONTOYA’s supervisors
24 had told him at the time of each incident that the incidents were not subject to
25 discipline. He then wrote up a meritless letter accusing MONTOYA of numerous
26 violations, and ordered Chief Horine to sign it—despite Chief Horine’s not having
27 previously even read it.
28

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

12 58. In numerous ways, DEFENDANTS created an atmosphere of anxiety,
 13 mistrust, and fear in the Department, causing emotional, psychological, and financial
 14 harm to the Plaintiff Firefighters.

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

16 59. Captain MONTOYA is a 16-year veteran of the Department whom his
 17 colleagues universally respect and admire. Before May 11, 2017, he had no discipline
 18 on his record. JANKOWSKI viewed MONTOYA as a leader in the ASSOCIATION
 19 and therefore targeted him for retribution after the Vote and for the ASSOCIATION’s
 20 political activity. On May 11, 2017 Chief Horine summoned MONTOYA into his
 21 office and served him with a letter informing him of JANKOWSKI’s intention to
 22 discipline him. The disciplinary notice is a vindictive and retaliatory disciplinary
 23 action. The notice alleges eight claimed instances of misconduct, dating back to
 24 September 2016. The alleged misconduct includes incidents that were never
 25 mentioned in any of MONTOYA’s periodic evaluations, all of which were
 26 overwhelmingly positive; and incidents which MONTOYA’s supervisors had
 27 previously told him would not be subject to discipline. The allegations included:
 28

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

22 60. Captain MONTOYA contested the allegations. When challenged,

23 JANKOWSKI withdrew five of the eight allegations, implicitly acknowledging that

24 they lacked any merit. JANKOWSKI gave no explanation for why he had made eight

25 allegations if only three of them had merit. The original May 11, 2017 reprimand letter

26 was placed in Captain MONTOYA’s personnel file and was a significant barrier to his

27 advancement within the department, his promotion, and his transfer to another

28 department, if he so desired. The purported reasons for discipline were pretextual; the

1 real purpose of the May 11 letter was simply to retaliate against Captain MONTOYA
2 by smearing him in his permanent employment file and tarnishing his reputation.

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

15 62. Chief Horine believed that JANKOWSKI'S disciplinary notice was
16 improper and retaliatory. When JANKOWSKI told Chief Horine to sign the letter and
17 deliver it to Captain MONTOYA, Chief Horine replied to Chief JANKOWSKI that he
18 did not think it was right and he did not want to do it, and he advised JANKOWSKI to
19 reconsider. Chief JANKOWSKI rejected Chief Horine's advice, and gave him a direct
20 order him to sign the letter and serve it on Captain MONTOYA. Chief Horine followed
21 the order because Chief JANKOWSKI was his superior, and he was obligated to follow
22 orders.

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



1 the day before the scheduled appeal hearing, the CITY acceded to MONTOYA's
 2 request, and dismissed the discipline and expunged MONTOYA's file, implicitly
 3 acknowledging the frivolousness of the disciplinary action. The CITY declined to
 4 defend JANKOWSKI, thereby conceding that his actions had been illegal retaliation.

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

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

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

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

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

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

23 68. BONANNO replied that he hadn't lost his badge and that he knew where
24 all his equipment was. BONANNO told JANKOWSKI exactly what had happened:
25 that THOMPSON had taken BONNANO's badge off his uniform shirt. BONNANO
26 told JANKOWSKI twice that THOMPSON had stolen his badge. Chief THOMPSON
27 did not respond. JANKOWSKI then ordered Captain GREENWAY to verbally
28 reprimand BONANNO for "losing" his badge, and told BONANNO: "As of today,

1 that's how it's going to be." The reprimand was improper and retaliatory.
 2 BONANNO objected to the reprimand, which will remain in BONANNO's
 3 employment file, and told JANKOWSKI that if THOMPSON took his badge again, he
 4 would file a theft report with the La Verne Police Department. JANKOWSKI ratified
 5 THOMPSON's theft and harassment of BONANNO, and never took any action to
 6 discipline or reprimand THOMPSON.

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

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

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

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

1 72. Shortly after the March 17, 2017 election, JANKOWSKI abruptly
2 reassigned GLAZE from Station 1 to Station 2, with no notice or explanation.
3 JANKOWSKI never provided any explanation to GLAZE for the transfer. GLAZE
4 requested to stay at Station 1 at least temporarily because he was completing his
5 supervision of a probationary firefighter whom he was mentoring. JANKOWSKI
6 denied his request.

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

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

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

23 75. Adam HECHT is a Captain and a 17-year veteran of the Department.
24 JANKOWSKI and the Department retaliated against him for the Vote and the
25 ASSOCIATION's exercise of its First Amendment rights. On May 20, 2017, 12 days
26 after the delivery of the Vote, Captain HECHT responded to a call for service
27 regarding individuals trapped in a stuck elevator at the University of La Verne. On the
28 scene, Battalion Chief THOMPSON loudly and aggressively addressed Captain

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

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

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

1 advance and promote within the Department, and to transfer to another department, if
2 he so desires.

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

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

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

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

1 81. Shortly after the Vote of No Confidence, City Manager Robert Russi
2 called WILTON on the phone and began trying to discuss the Vote with WILTON.
3 WILTON told Russi that he did not feel comfortable talking with Russi about it, and
4 that Russi should communicate with the ASSOCIATION. A few days later, Russi saw
5 WILTON's wife in a local store and approached her, and asked her why WILTON
6 hadn't called him back to further discuss the VOTE. WILTON and his wife both felt
7 uncomfortable at this contact and thought that it was inappropriate and intended to
8 intimidate them.

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

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

22 84. In September and October 2017, the Department held a new Captain's
23 test, with different testing criteria, forcing WILTON to study a new set of materials.
24 WILTON took the test and was ranked in the "B" band, despite having served for a
25 year as Acting Captain, with distinction and with exceptional evaluations. Being
26 ranked on the "B" band meant that in all likelihood WILTON would not promote to
27 Captain during the existence of that list. Terminating the Captain's list early, delaying
28

1 re-testing, changing the material for the next test, and ranking WILTON in the “B”
2 band are retaliatory acts by JANKOWSKI, that significantly harmed WILTON.

3 **F. DEFENDANTS Retaliate Against VILLARREAL**

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

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

21 86. Firefighter-Paramedic Tim MARINO is an ASSOCIATION Board
22 member. The Department retaliated against him because of the Vote and the
23 ASSOCIATION’s political activity. After the Vote, on multiple occasions in June and
24 July 2017, DEFENDANTS denied MARINO overtime shifts for which he had signed
25 up. There was no explanation for the denials, and, as with GLAZE, DEFENDANTS
26 denied MARINO shifts which he should have received based on the longstanding
27 policy and practices regarding overtime assignments. DEFENDANTS’ denials lacked
28

1 any basis in past practice or operational needs, and were retaliatory, and harmed
2 MARINO by denying him overtime shifts and pay.

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

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

22 **I. DEFENDANTS Retaliate Against MARINO, HERNANDEZ,**
23 **HAROUTUNIAN, MOORE, PAIGE, and KILMAN**

24 88. Six ASSOCIATION members—Plaintiff Firefighters MARINO,
25 HERNANDEZ, HAROUTUNIAN, MOORE, PAIGE, and KILMAN—were involved
26 in a medical response on or about April 7, 2017. On April 12, 2017, these six Plaintiff
27 Firefighters received a memo from the Department stating that Los Angeles County
28 Emergency Services Agency ("LAESA") had opened an investigation into the call, but

1 that the Department was not pursuing any disciplinary investigation regarding it. After
 2 the Department sent out the April 12 memo, ASSOCIATION Vice-President
 3 MARINO, along with HERNANDEZ and MONTOYA, asked Battalion Chief
 4 THOMPSON whether the Department was investigating the incident. Chief
 5 THOMPSON replied that the Department was not.

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

20 **J. DEFENDANTS Retaliate Against QUEZADA**

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

1 daily command over him. In or about June 2017, the ASSOCIATION filed a
2 complaint with the CITY regarding this conduct, putting the City on notice of it.

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

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

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

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

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

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

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

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

24 95. Chief Horine and Chief THOMPSON then began carrying out
25 JANKOWSKI's retaliatory threat in a vindictive and arbitrary manner. They began
26 searching out the most minor violations in order to find pretexts for discipline.
27 JANKOWSKI's conduct was retaliatory, as was that of Horine and THOMPSON,
28 acting under JANKOWSKI's direction, encouragement, and approval.

1 DEFENDANTS' sudden change to aggressive SOP enforcement was unprecedented,
 2 and retaliatory, and caused anxiety and stress to all personnel. It had been the long-
 3 time practice of the Department not to excessively police and discipline personnel for
 4 *de minimis* deviations from the SOPs, as JANKOWSKI began doing immediately after
 5 the Vote of No Confidence.

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

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

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

27 98. The Fire Department has always sent full engine companies to assist in
 28 wildfire response. However, in the summer of 2015, which was a particularly heavy

1 fire season, the Fire Department was faced with staffing shortages and had to turn
2 down some requests for wildfire assistance. On September 24, 2015, JANKOWSKI
3 sent a memo to the Fire Department vowing to ensure that the Fire Department would
4 always be ready and able to send a full engine and engine company to all wildfire
5 requests. JANKOWSKI's memo was clear: by failing to send a fully-staffed engine,
6 the Department was "not meeting its obligation," and that firefighting is a "noble
7 profession that requires that we give of ourselves to others." JANKOWSKI vowed
8 that "if a request is received for E[ngine] 63 or other mutual aid resource, staff will be
9 contacted and required to report for duty." JANKOWSKI also praised Captain
10 MONTOYA for developing a logistical system to ensure that the Department will be
11 prepared for "getting E63 and a crew of 4 out the door when a request comes in."
12 Throughout the fire season of 2016, the Department put Captain MONTOYA's plan
13 into action and fulfilled its commitments, and the firefighters stepped up and manned
14 the engine for strike team duty. The fire season of 2017 arrived, with the Department
15 fully staffed and capable of sending an engine to wildfires.

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

1 MONTROYA's logistical plans were in place, the Department's personnel were ready
2 and eager to serve, and the Department received numerous requests for help. But in
3 retaliation for the Vote, JANKOWSKI refused to send out engine crews. Since the
4 May 8, 2017 Vote, JANKOWSKI has *not once* sent an engine company in response to
5 a wildfire aid request. JANKOWSKI's actions were retaliatory: he deliberately
6 refused to send an engine for strike team duty to assist in fighting the epic wildfires of
7 the summer of 2017, in order to "punish" Plaintiff Firefighters for the Vote of No
8 Confidence.

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

25 101. JANKOWSKI refused to send fully-staffed strike team engines
26 throughout the 2017 fire season, from May through November. As of the filing of this
27 Complaint, Plaintiff Firefighters have lost thousands of hours in wildfire deployments,
28 damaging them significantly as set forth herein and subject to proof at trial. In addition

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

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

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

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

24 103. For decades, the ASSOCIATION has run the raffle at the City's Fourth of
 25 July fireworks show and thereby earned approximately \$5,000 each year, which it uses
 26 throughout the year for various charitable purposes. After the Vote, for the first time,
 27 the CITY and Mayor Kendrick, acting on JANKOWSKI's request, barred the
 28 ASSOCIATION from holding the raffle. JANKOWSKI, without consulting with the

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

13 **6. DEFENDANTS' Refusal to Clean the Station After a Sewage**
 14 **Spill**

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

22 105. Battalion Chief THOMPSON refused to request an outside contractor to
 23 perform the cleanup. He ordered the firefighters on duty to clean it up themselves.
 24 Several firefighters followed Chief THOMPSON's order and were exposed to raw
 25 sewage. Chief THOMPSON's order was unprecedented and was contrary to
 26 Department Policy. The FIRE Department's Policy Manual (Section 303.1.1)
 27 specifically provides that firefighters shall not be involved in "raw sewage incidents."
 28 ASSOCIATION President GLAZE called Chief THOMPSON and protested. Chief

1 THOMPSON told him to stop complaining, and said the sewage was not really sewage
2 but just “grey water.” He then hung up on GLAZE. The firefighters at the station
3 followed THOMPSON’s order and did their best to clean up the raw sewage, which
4 saturated the station carpets. During the cleanup efforts, one firefighter was exposed to
5 raw sewage on his face and arms, and filled out an exposure report the following
6 rotation.

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

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

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

1 109. Nearly two weeks passed with no further action from the CITY and
2 JANKOWSKI to address the filthy and unsafe conditions in the Plaintiff Firefighters'
3 living and working areas. For those two weeks, the Plaintiff Firefighters were living
4 and working in filth and unsafe conditions. The Plaintiff Firefighters and
5 ASSOCIATION repeatedly requested that JANKOWSKI act to remediate the
6 biohazard and clean the rest of the station, but he refused. The contamination
7 adversely affected every Plaintiff Firefighter who entered Station 1. The
8 ASSOCIATION made repeated written requests to JANKOWSKI to address the
9 matter. JANKOWSKI ignored them. The Plaintiff Firefighters ultimately had to file a
10 grievance simply to get the raw sewage cleaned out of their carpet after two weeks.
11 Before the Vote, DEFENDANTS had never refused to address a maintenance, health,
12 or cleanup issue at one of the stations. This episode demonstrates just how
13 DEFENDANTS treated the Plaintiff Firefighters after the Vote. DEFENDANTS'
14 actions were clearly retaliatory.

15 110. DEFENDANTS' actions were also in violation of California's
16 Occupational Health and Safety Act regulations, including *inter alia*, 8 Cal. C. Reg. §§
17 3380 and 5192, by failing to properly assess a hazardous situation and failing to
18 provide the firefighters with adequate protective gear before ordering them to clean up
19 and work in raw sewage.

20 **7. Cancellation of Promotional Lists**

21 111. In July 2017, after, and in retaliation for, the Vote of No Confidence,
22 JANKOWSKI terminated the FIRE Department's active promotional lists for Captain
23 and for Battalion Chief. The cancellation of a promotional list has significant adverse
24 economic and professional consequences for all members of the Department. Each
25 cancelled promotional exam creates a ripple effect on other positions. A cancelled
26 promotional exam from Captain to Battalion Chief, for example, means an Engineer's
27 promotion to Captain is lost, as is a Firefighter's promotion to Engineer.



1 112. Cancellation of active lists also means loss of opportunities to serve in an
 2 acting capacity. For example, Engineers on the Captains' list could serve as Acting
 3 Captains, earning higher pay and access to more and better overtime opportunities;
 4 likewise, for Captains on the Battalion Chief's list. With the cancellation of the lists,
 5 those opportunities vanished. Accordingly, JANKOWSKI's retaliatory action caused
 6 significant economic harms to all Plaintiff Firefighters.

7 **IV. THE ASSOCIATION FILES A GOVERNMENT TORT CLAIM**
 8 **REGARDING DEFENDANTS' RETALIATION, AND LA VERNE**
 9 **RESPONDS BY CONTINUING TO RATIFY THE PATTERN AND**
 10 **PRACTICE OF UNLAWFUL CONDUCT**

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

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

22 114. On August 21, 2017, when Plaintiff Firefighters served the CITY with the
 23 Tort Claim, the CITY was again fully on notice of Plaintiff Firefighters' allegations
 24 regarding JANKOWSKI's retaliatory conduct. The CITY had a duty to investigate
 25 those allegations. The CITY failed to do so. The CITY denied the Tort Claim on
 26 September 7, 2017, and stated that “no further action will be taken on this claim by the
 27 City of La Verne.” The CITY failed to investigate the allegations made in the Tort
 28 Claim: it did not retain an outside investigator, it did not interview any Plaintiff

1 Firefighters or members of the department, and it did not communicate with Plaintiff
 2 Firefighters' counsel to seek any information or assistance. By denying the claim
 3 without investigating it, the CITY ratified JANKOWSKI's conduct, and consequently
 4 is jointly and independently liable for the retaliation alleged herein.

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

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

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

27 **C. Further Retaliation Against BONANNO**
 28

1 117. On or about October 10, 2017, BONANNO received his 2017
 2 Performance Evaluation from the Department. The Evaluation included a low grade of
 3 “N” for “Needs Improvement” under the category of Standard Operating Procedures—
 4 Department Identification. The basis for the negative evaluation was the incident set
 5 forth above, in which Chief THOMPSON stole BONANNO’s badge off of his uniform
 6 shirt, and then reprimanded BONANNO for “losing” his badge, with JANKOWSKI’s
 7 knowledge and approval. The Performance Evaluation is not a disciplinary action, so
 8 under the Department’s Memorandum of Understanding, BONNANO may not appeal
 9 it. Accordingly, the Evaluation will remain in BONANNO’s permanent employment
 10 file and will significantly prejudice his ability to promote within the Department and/or
 11 transfer to another department. The Evaluation constitutes further retaliation against
 12 BONANNO, and further ratification by the Fire Department of the prior retaliation set
 13 forth above. After conceding that the JANKOWSKI’s conduct was retaliatory, by
 14 declining to defend it in MONTOYA’s appeal, the CITY ratified it again by allowing
 15 the JANKOWSKI to impose a negative evaluation on BONANNO based on conduct
 16 by Chief THOMPSON and JANKOWSKI that was expressly alleged as improper
 17 retaliation in the Tort Claim.

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

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

1 JANKOWSKI's retaliatory behavior was and is a direct threat to the core mission of
2 the Fire Department, and to the public safety of the state, and violates the statewide
3 mutual aid system.

4 119. The CITY is fully aware of JANKOWSKI's conduct, and continues to
5 approve, encourage, and ratify it. Some examples include the following: First, the
6 Tort Claim, which Plaintiff Firefighters served on the CITY on August 21, 2017,
7 informed the CITY of JANKOWSKI's refusal to deploy an engine for wildfire strike
8 teams, and detailed the lack of any operational justification for that refusal, and
9 JANKOWSKI's retaliatory motive. Then, on October 10, 2017—as the wildfires in
10 both Northern and Southern California reached extreme severity—Plaintiff
11 Firefighters' counsel wrote to City Manager Russi, to advise him that JANKOWSKI
12 was continuing to refuse to deploy an engine. Counsel's letter informed the CITY that
13 fire personnel were ready and eager to deploy, and that MONTOYA was "ready to lead
14 a strike team today." The letter placed the CITY on notice that JANKOWSKI was
15 "refusing to allow his personnel to provide wildfire assistance in a moment of crisis for
16 the state."

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

25 121. The CITY did nothing. The CITY's inaction was retaliatory.
26 JANKOWSKI continued to refuse to deploy an engine. Finally, on November 6, 2017,
27 GLAZE again addressed the LA VERNE City Council at its regular meeting, and again
28 advised the City Council that JANKOWSKI was refusing to deploy an engine for



1 wildfire response, that there was no operational justification for that refusal, that the
 2 Department's personnel were ready and willing to deploy, and that the City has a moral
 3 obligation to assist in wildfire suppression. The CITY again did nothing, thereby
 4 ratifying JANKOWSKI's retaliatory, unprofessional, and detrimental conduct.

5 **E. The City Suddenly Demands New Concessions During Contract**
 6 **Negotiations**

7 122. Before the Vote, throughout the spring of 2017, the ASSOCIATION had
 8 been engaged in contract discussions with LA VERNE regarding the Memorandum of
 9 Understanding between the two sides, which was set to expire in the summer of 2017.
 10 LA VERNE represented to the ASSOCIATION on multiple occasions in 2016 and
 11 2017—before the Vote—that it would not demand any additional concessions from the
 12 ASSOCIATION with respect to pensions and medical benefits. Then, after the Vote
 13 and Tort Claim, LA VERNE abruptly reversed course in negotiations, and demanded
 14 those additional concessions. On September 18, 2017, LA VERNE presented a written
 15 proposal to the ASSOCIATION, demanding significant new concessions on pensions
 16 and health benefits from the ASSOCIATION, in addition to unprecedented
 17 concessions on wages and vacations. LA VERNE's actions were retaliatory and in
 18 direct responses to the Vote and Tort Claim.

19 **F. Defendants Manipulate the Captains' Exam**

20 123. The Department held a Captain's test on or about October 25, 2017.
 21 BONANNO and WILTON—two of the most senior members of the Department, and
 22 both ASSOCIATION leaders—were given a failing grade and a "B" Band grade,
 23 respectively, ensuring that neither would promote (this despite WILTON having served
 24 with distinction as an Acting Captain for the past year).

25 124. When the Association inquired about the grading process, the CITY
 26 admitted that (a) there had been mathematical errors in the scoring; and (b) the portions
 27 of the exam that JANKOWSKI had graded had not been anonymized as they were
 28 supposed to be per Department policies, so that JANKOWSKI had known the

1 identities of the personnel whose tests he was grading. The failure to anonymize the
 2 exams goes against past CITY practice, CITY policy, and best-practices civil-service
 3 testing standards. Moreover, the CITY refused to allow the candidates to see the
 4 graders' written comments, also in contravention of longtime CITY practices.

5 125. These admissions of error plainly invalidated the test results, and the
 6 Association protested the results. But the CITY refused to expunge the results and
 7 schedule a retest. The CITY told the ASSOCIATION that the errors did not affect the
 8 test results. That statement is implausible on its face, and the refusal to conduct a
 9 transparent, properly scored, and anonymized test is retaliatory. It was blatantly
 10 improper and retaliatory for JANKOWSKI to score the test without anonymization,
 11 and by refusing to hold an anonymous and properly scored exam, and refusing to
 12 release the graders' comments, the CITY ratified JANKOWSKI's retaliation.

13 **V. ADDITIONAL RETALIATION FOLLOWING THE FILING OF THE**
 14 **ORIGINAL COMPLAINT**

15 126. On December 4, 2017, Plaintiffs filed their Original Complaint in his
 16 action. DEFENDANTS then engaged in further retaliation against Plaintiffs.

17 **A. Defendants Initiate Another Retaliatory Disciplinary**
 18 **Investigation Against BONANNO, MONTOYA, and**
 19 **DOMINICK**

20 127. As was the case when the Association served its Tort Claim,
 21 DEFENDANTS immediately retaliated against Plaintiffs when Plaintiffs filed this
 22 lawsuit. Plaintiffs filed this lawsuit on Monday, December 4, 2017. There was a City
 23 Council meeting that evening, with City Manager Russi and Chief JANKOWSKI in
 24 attendance, as well as several members of the ASSOCIATION. At the meeting,
 25 ASSOCIATION President GLAZE addressed the Council. GLAZE discussed the
 26 issues that had led to the Vote of No Confidence, the retaliation that had followed
 27 thereon, the Tort Claim, and the lack of action by the City. He concluded by informing
 28

1 the Council and all present—including Chief JANKOWSKI—that the ASSOCIATION
2 and all its members had that very day filed this lawsuit.

3 128. DEFENDANTS’ retaliation began the next day. On the morning of
4 December 5, 2017, BONANNO was sitting in the kitchen at Fire Station 1, when
5 JANKOWSKI’s secretary Lauren Burtz entered. Burtz had been working on a grant
6 proposal to obtain funding for the CITY’s Community Emergency Response Team
7 (“CERT”) program. BONANNO had worked with her on the CERT program
8 materials, helping with the design and production of the CERT identification cards.
9 The grant application had recently been approved, and the night before, at the
10 December 4, 2017 Council meeting, Chief Jankowski and the Council had recognized
11 Burtz for her work in preparing the grant application. When Burtz entered the kitchen,
12 BONANNO congratulated her and applauded. BONANNO was happy for Burtz and
13 proud of her success on the project they had worked on together.

14 129. The next day, December 6, 2017, Burtz mentioned the interaction with
15 BONANNO to JANKOWSKI, and said she thought BONANNO might have been
16 making fun of her. JANKOWSKI immediately directed Burtz to write down every
17 event, interaction, or observation that she could think of, as far back as she could
18 recall, that would reflect badly on the ASSOCIATION or any of its members. He
19 directed her to take her written list to Human Resources Director Ranells and file a
20 written complaint.

21 130. Burtz did as Jankowski directed, and took her list to Ranells that day,
22 December 6, 2017. The list she compiled is as follows:

- 23 • On various unspecified occasions in May and June of 2017, she saw that
24 the kitchen door at Station 1 was shut.
- 25 • On various unspecified occasions between May and November of 2017,
26 Burtz thought that various unspecified people had failed to say “Good
27 morning” to her when she arrived at work.

- 1 • On November 29, 2017, the Association participated in a charity softball
- 2 game with the La Verne Police Department union. Burtz did not get an
- 3 invitation to play. This upset her because she saw some individuals
- 4 playing who she did not know, and she thought that was unfair.
- 5 • On November 30, 2017, the Association sent out invitations to its annual
- 6 Christmas party, and Burtz did not get an invitation.
- 7 • On December 5, 2017, BONANNO said congratulations to her for getting
- 8 the CERT grant approved, and applauded when she entered the kitchen at
- 9 Station 1.

10 131. Burtz’s list is patently devoid of any allegation that could colorably be
 11 considered improper behavior of any kind. Nevertheless, the CITY issued disciplinary
 12 investigation letters to BONANNO and the two Captains on duty on December 5,
 13 2017, MONTOYA and DOMINICK, stating that each was the “focus of a disciplinary
 14 investigation” for “workplace harassment.” And the CITY hired an outside
 15 investigator to interview BONANNO, MONTOYA, DOMINICK, HAROUTUNIAN,
 16 AMEZCUA, and MOORE.

17 132. The CITY’s pursuit of formal disciplinary proceedings based on such a
 18 blatantly frivolous pretext was retaliation, pure and simple. JANKOWSKI ordered his
 19 secretary, Burtz—who has no union or civil-service protection, and who is completely
 20 under JANKOWSKI’s power in the workplace—to create pretext for a disciplinary
 21 proceeding against BONANNO and the other ASSOCIATION members, so that he
 22 could further retaliate against them. It is highly improper for a senior public official to
 23 pressure a vulnerable subordinate in that way. JANKOWSKI’s motive was retaliation,
 24 and Ranells, City Manager Russi, and the City Council, knew of JANKOWSKI’s
 25 retaliatory motive and ratified it.

26 **B. Defendants Eliminate the 10% Paramedic Certification Bonus**

27 133. For decades, the practice of the Department was to provide a 10% bonus
 28 to firefighters when they obtained paramedic certifications. Over the thirty-year

1 institutional memory of the Association, this bonus was a standard part of firefighters'
2 compensation. And JANKOWSKI had repeatedly told the ASSOCIATION and
3 individual firefighters that he personally supported the 10% bonuses and would ensure
4 that all eligible personnel received them.

5 134. However, in retaliation for Plaintiffs' exercise of their First Amendment
6 rights, JANKOWSKI eliminated the paramedic bonuses. On January 11, just over one
7 month after Plaintiffs filed this lawsuit, JANKOWSKI announced a proposal to
8 terminate the paramedic bonuses effective immediately. His motive was to retaliate
9 against Plaintiffs for their exercise of their First Amendment rights.

10 135. On February 5, 2018, the CITY adopted the proposal to eliminate the
11 paramedic bonuses, thereby ratifying JANKOWSKI's retaliation.

12 **C. Defendants Eliminate Three Engineer Positions**

13 136. On January 11, 2018, just over one month after Plaintiffs filed this
14 lawsuit, the JANKOWSKI announced a proposal to eliminate an Engineer position,
15 resulting in the elimination of three full-time Engineer jobs from the Department.
16 These positions were bargaining-unit positions; therefore, the ASSOCIATION's
17 membership will be reduced by three. JANKOWSKI did not consult the
18 ASSOCIATION at all beforehand. There is no operational justification for this
19 decision; indeed, JANKOWSKI did not even consult with his Battalion Chief for
20 Operations, Chief Horine, before announcing the proposed cut. In fact, the cut will
21 significantly hinder the Department's operations and impair public safety in the City,
22 because it will result in only two Engineers being on duty each shift, which will reduce
23 the Department's ability to bring multiple apparatus to bear in an emergency. Rather,
24 the motive was retaliation: JANKOWSKI sought to retaliate against the
25 ASSOCIATION by cutting its membership.

26 137. On February 5, 2018, the CITY adopted the proposed cut, thereby
27 ratifying JANKOWSKI's retaliation.

28



1 **D. Defendants Falsely Accuse Plaintiffs of Undermining the City’s**
2 **Christmas Parade**

3 138. Throughout the summer and fall of 2017, JANKOWSKI repeatedly
4 refused Plaintiffs’ requests to send an engine to assist in fighting the severe wildfires
5 that burned throughout the state. He told the CITY that the Department didn’t have
6 sufficient personnel available to staff an engine, because, he said, Association
7 personnel “declined” to “make themselves available for recall from vacation” and were
8 not sufficiently “interested in covering their primary duties here at home.” Further,
9 JANKOWSKI said, he was unable to recall ASSOCIATION members from vacation
10 or off days to compel them to work.

11 139. These excuses were misleading at best, as was demonstrated by
12 JANKOWSKI’s response when he needed extra personnel for the City’s Christmas
13 Parade. Unlike fighting wildfires, a Christmas parade is not an essential component of
14 public safety. It is, however, a high priority for the La Verne City Council. The City
15 Council prides itself on holding a Christmas Parade each year in which the Department
16 personnel drive the Department apparatus on all of the approximately 500 streets in the
17 CITY, with their emergency lights flashing, to hand out candy, peanuts, and fruit to
18 every house in the CITY.

19 140. Over the past several years, the personnel driving the apparatus had been
20 increasingly concerned about the potential for injury, as numerous civilians jumped on
21 and off the apparatus (trucks and engines), hung onto their sides, and crowded around
22 them on foot. There had been several near-injuries in the previous years, including an
23 incident in which a young civilian woman fell off a moving engine and missed being
24 run over by mere inches, an incident in which a young civilian man fell off a moving
25 engine when he tried to hang onto a loose pike pole, and an incident in which an
26 apprentice firefighter suffered a broken foot during the parade, causing him to miss a
27 significant amount of work, for which the CITY compensated him only at 50%.

1 141. Accordingly, to address these serious safety concerns, in December 2017
2 the ASSOCIATION requested that the CITY mandate that the parade observe traffic-
3 safety laws, including requiring that all passengers on apparatus wear seatbelts and sit
4 in vehicle seats, and that civilians not be permitted to cling to the sides of moving
5 vehicles. The ASSOCIATION's request was simple: "[W]e need everyone be seat
6 belted while the engine is moving; this includes Santa and people delivering candy. We
7 cannot fill an engine/vehicle with multiple people who are not seat belted in while it's
8 moving. No volunteers or paid personnel should be entering or exiting the
9 engine/vehicle while the engine/vehicle is moving. No lights or sirens should be
10 operated unless that engine/vehicle is engaged in fire or lifesaving services. Following
11 these important safety laws will provide our members and volunteers a safe day."

12 142. The ASSOCIATION made this reasonable request out of concern for
13 public safety and the safety of its members. But the CITY refused. CITY MANAGER
14 sent the ASSOCIATION a written refusal on December 7, 2017, just three days after
15 Plaintiffs filed this lawsuit. The CITY's refusal was retaliatory. And JANKOWSKI
16 and THOMPSON then mocked the ASSOCIATION and demonstrated contempt for
17 public safety, by driving fire engines at 30 miles per hour and more through the CITY
18 on Christmas morning, with numerous civilians clinging dangerously to the sides and
19 top of the apparatus:



1 143. JANKOWSKI then publicly accused the ASSOCIATION of trying to
2 sabotage Christmas. On December 21, 2017, he wrote on a public posting, on behalf
3 of the Department, on an official CITY website, that the Parade was suffering from a
4 “lack of volunteer signups by members of the Firefighters Association.” He stated that
5 because the ASSOCIATION was unwilling to participate in the Christmas parade, the
6 CITY needed to recruit citizen volunteers. These statements were intended to, and did,
7 retaliate against the ASSOCIATION by damaging its reputation in the community.

8 144. In fact, JANKOWSKI not only could but did order Department personnel
9 to work extra shifts on Christmas and Christmas Eve to cover the parade. The fact that
10 JANKOWSKI was willing and able to order personnel to come to work on off-days
11 and vacations to cover a parade demonstrates the falsity of his claim that he was unable
12 to send an engine for wildfire response because he couldn’t order anyone to work on an
13 off day to cover the shifts of personnel responding to wildfires.

14 145. JANKOWSKI knew that he had the power to compel off-duty personnel
15 to work to fill a staffing need, as demonstrated by his response when GLAZE filed a
16 grievance regarding the Department’s scheduling QUEZADA to work on both
17 Christmas Eve and Christmas Day, 2017. On December 7, 2017, just three days after
18 Plaintiffs filed this lawsuit, Jankowski wrote to GLAZE and expressly stated that he
19 had the authority to compel any and all Department personnel to work at any time to
20 fill any identified staffing need. Specifically, JANKOWSKI said, he had determined
21 that there was a “need for staffing on the morning of December 25”—namely, for the
22 Parade. If he did not get volunteers, he would “force-hire” off-duty personnel and
23 compel them to work. Then, on December 19, 2017, JANKOWSKI posted a list of
24 seven unstaffed positions for Christmas morning that were to be “force-hired” if
25 unfilled by December 22.

26 146. In short, JANKOWSKI had the power to fill staffing shortages created by
27 wildfire assistance. His statement to the CITY that he did not have that power was
28 untrue. JANKOWSKI did have the power to fill staffing needs; he *chose* not to use

1 that power to staff wildfire responses, in order to retaliate against Plaintiffs, who
 2 wanted to go out on strike teams. JANKOWSKI's invocation of his "force-hire"
 3 powers to staff the Christmas parade demonstrates that his refusal to send an engine to
 4 assist in wildfire response was indeed retaliatory, and had no possible operational
 5 justification.

6 **E. Defendants Give Captain MONTOYA an Unjustified**
 7 **Negative Performance Evaluation**

8 147. On or about January 30, 2018, MONTOYA received his annual
 9 performance evaluation for the year 2017. Every performance review MONTOYA
 10 had received for his entire 12-year career with the Department had been exemplary,
 11 consisting almost entirely of "O" (Outstanding) ratings. His 2017 review, however,
 12 contained only two "O" ratings out of 38 categories, and 15 "M" ratings—the second
 13 lowest rating, and one which MONTOYA had almost never received before in any
 14 category. The review also contained vague and reputationally damaging insinuations
 15 that on unspecified occasions, MONTOYA "would stop working in the middle of the
 16 day" and "watch TV [or] play ping pong," and that on unspecified occasions
 17 MONTOYA had failed to say "Good morning."

18 148. The performance evaluation was signed by Battalion Chief Horine.
 19 However, before being finalized, it was reviewed and edited by JANKOWSKI and by
 20 higher-level CITY staff, including City Manager Russi. The performance evaluation
 21 was retaliatory. It was an effort by the CITY to damage MONTOYA's professional
 22 reputation, and to create a permanent blot on his record, that will affect his ability to
 23 promote and/or to transfer to another agency should he wish to do so.

24 **F. JANKOWSKI Orders His Battalion Chiefs to Target the**
 25 **ASSOCIATION and Its Leaders**

26 149. Throughout the fall of 2017, JANKOWSKI repeatedly ordered his
 27 Battalion Chiefs to "find something" he could use against MONTOYA, BONANNO,
 28

1 GLAZE, and other ASSOCIATION leaders, and repeatedly expressed his desire to
2 retaliate against them.

3 **G. The CITY Continues to Fail to Take Any Steps to Investigate or**
4 **Ameliorate JANKOWSKI's Retaliatory Acts**

5 150. The CITY has been on notice of serious allegations of improper conduct
6 against JANKOWSKI since May 8, 2017, when the ASSOCIATION served the Vote
7 of No Confidence, and since August 21, 2017, when the ASSOCIATION served the
8 Tort Claim. In addition, policymaking officials with the CITY, including City
9 Manager Russi and members of the City Council, were specifically informed of
10 JANKOWSKI's retaliatory actions, statements, and intentions, by Department
11 personnel with firsthand knowledge thereof, but did nothing.

12 151. As of the date of the filing of this First Amended Complaint, in February
13 2018, the CITY has done nothing to investigate or ameliorate JANKOWSKI's
14 retaliatory acts. By ignoring JANKOWSKI's conduct and failing to take any steps to
15 investigate it, the CITY has ratified, and continues to ratify, JANKOWSKI's
16 retaliation.

17
18 **CLAIM FOR RELIEF**

19 **(Retaliation Based on Exercise of Right to Free Speech and Association**

20 **in Violation of 42 U.S.C. § 1983)**

21 **(Against All DEFENDANTS)**

22 152. Plaintiffs re-allege and incorporate by reference as if fully set forth herein
23 all preceding paragraphs of this Complaint.

24 153. DEFENDANTS developed and maintained policies and customs that
25 exhibited a deliberate indifference to Plaintiffs' constitutional rights. DEFENDANTS
26 permitted JANKOWSKI to act as the final policymaking authority when it came to
27 certain decisions regarding LA VERNE's Fire Department. DEFENDANTS ratified
28 and endorsed JANKOWSKI's retaliatory decisions and actions, and the basis for them,

1 in that DEFENDANTS knew of, and failed to stop, JANKOWSKI's retaliatory actions.
2 JANKOWSKI and THOMPSON engaged in multiple actions under color of law in
3 conducting a retaliatory campaign to punish and suppress the exercise of Plaintiffs'
4 First Amendment rights to speech, association, and petition for redress of grievances.
5 The CITY endorsed, abetted, collaborated in, and ratified JANKOWSKI and
6 THOMPSON's retaliatory actions.

7 154. As a direct result of Plaintiffs' exercising their rights to speech,
8 association, and petition for redress of grievances, as well as their right to organize
9 under federal law, DEFENDANTS retaliated against Plaintiffs as set forth herein,
10 including, inter alia, adverse employment actions against Plaintiff Firefighters, actions
11 intended to reduce the membership and resources of the Association, and actions
12 intended to reduce the pay and benefits of Plaintiff Firefighters. Absent Plaintiffs'
13 exercising their constitutionally and legally protected rights to speak, association,
14 petition, and organize, DEFENDANTS would not have taken the adverse employment
15 actions against them set forth herein.

16 155. At all times mentioned herein, Plaintiffs' constitutionally and legally
17 protected activities were related to matters of public concern, and were not undertaken
18 pursuant to job duties. Plaintiffs' speech was on matters of public concern, was
19 relevant to the public's evaluation of the performance of public officials, and was
20 relevant to citizens' decisions about the operation of government.

21 156. DEFENDANTS allowed and ratified the use of official policies,
22 procedures, and practices to retaliate against Plaintiffs' for their exercise of their rights
23 to speech, organization, petition, and association, including Plaintiffs' political activity
24 in publicly supporting candidates; the Vote; the Tort Claim; and Plaintiffs' protected
25 union activities with and through the ASSOCIATION. By taking adverse employment
26 actions against Plaintiffs that were substantially motivated by retaliation for protected
27 speech and association, DEFENDANTS violated Plaintiffs' rights under the First
28

1 Amendment to the United State Constitution to freedom of speech, expression, and
2 association, as well as federal statutes protecting labor organizing.

3 157. DEFENDANTS' pattern and practice of retaliating against Plaintiffs for
4 associating with the ASSOCIATION or exercising their First Amendment rights, had a
5 chilling effect upon Plaintiffs' speech activities. DEFENDANTS' multiple adverse
6 employment actions were intended to, did, and would reasonably chill and deter
7 employees from speaking or associating.

8 158. As a direct result of DEFENDANTS' acts and omissions, Plaintiffs
9 suffered significant damages. Plaintiff Firefighters suffered economic damages
10 including lost wages, lost promotional pay raises, lost overtime pay, and additional lost
11 pay and benefits that the Plaintiff Firefighters would have incurred but for
12 DEFENDANTS' adverse employment actions. The ASSOCIATION suffered damages
13 in the form of expenditures required to defend its members against DEFENDANTS'
14 retaliatory actions, that otherwise could have been spent on other core purposes. The
15 ASSOCIATION also suffered damages in the form of a decrease in its membership
16 caused by DEFENDANTS' retaliatory elimination of positions in the Department. The
17 ASSOCIATION also suffered damages in the form of lost dues as a result of
18 DEFENDANTS' elimination of the paramedic bonuses, thus reducing the resources
19 available to the ASSOCIATION to carry out its core functions. The ASSOCIATION
20 also suffered damages when DEFENDANTS repeatedly targeted its individual leaders
21 for retaliation, including the baseless and retaliatory disciplinary actions
22 DEFENDANTS initiated against BONANNO, MONTOYA and other ASSOCIATION
23 leaders, thereby distracting the ASSOCIATION from focus on other core functions
24 such as contract negotiation, and forcing the ASSOCIATION to expend resources
25 defending its members against retaliatory investigations. As a direct result of
26 DEFENDANTS' acts and omissions, by and through their employees, agents, and
27 representatives, Plaintiffs also incurred attorneys' fees and expenses in connection with
28 these retaliatory investigations, independent from the fees and expenses associated

1 with litigated this case. The ASSOCIATION’s response to DEFENDANTS’
2 retaliatory adverse employment actions—including retaliatory disciplinary proceedings
3 and retaliatory negotiating and budgeting actions—sapped its resources and hindered
4 its ability to pursue its core purposes and functions.

5 159. Additionally, the ASSOCIATION suffered economic damages in the form
6 of the direct loss of the approximately \$5000 it would have earned from the Fourth of
7 July raffle. And the ASSOCIATION suffered reputational damages and loss of public
8 goodwill as a result of the CITY’s false and misleading statements alleging that the
9 ASSOCIATION was trying to undermine the Christmas parade.

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

15 161. In performing the acts herein alleged, DEFENDANTS acted intentionally
16 to injure Plaintiffs. Their conduct was despicable and performed with a willful,
17 conscious, and reckless disregard of Plaintiffs’ civil rights such that punitive or
18 exemplary damages are warranted.

19 **PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiffs pray for Judgment against DEFENDANTS for:

- 21 1. Compensatory damages, economic and non-economic damages in excess
22 of \$1,000,000, in an amount according to proof;
- 23 2. General damages to compensate Plaintiff Firefighters for mental and
24 emotional injuries, distress, anxiety, and humiliation;
- 25 3. Attorneys’ fees in an amount according to proof pursuant to 42 U.S.C. §
26 1988;

1 4. Exemplary or punitive damages as to Defendants JANKOWSKI and
2 THOMPSON, in an amount according to proof that is sufficient to punish and prevent
3 future violations of constitutional rights;

4 5. For costs of suit herein;

5 6. For prejudgment interest pursuant to California Civil Code section 3287,
6 subdivision (a); and

7 7. For such other and further relief as the Court may deem proper.
8

9 DATED: February 21, 2018

BROWN WHITE & OSBORN LLP

10
11 By



12
13 _____
THOMAS BROWN

CALEB E. MASON

Attorneys for Plaintiffs La Verne
Firefighters' Association, et al.
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BROWN WHITE & OSBORN^{LLP}
ATTORNEYS



DEMAND FOR JURY TRIAL

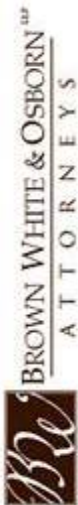
Plaintiffs LA VERNE FIREFIGHTERS’ ASSOCIATION, LOCAL 3624, VICTOR AMEZCUA, JOHN GRAPENTIN, DAVID BENSON, MICHAEL BENTZ, DAVID BONANNO, LARRY CAMPBELL, JOHN CONNOLLY, KYLE DIAZ, SAM DOMINICK, ANDRE FLORES, MITCH FOWLKES, DAVID GARCIA, ANDREW GLAZE, KEVIN GREENWAY, TODD HAROUTUNIAN, ADAM HECHT, FRANK HERNANDEZ, 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: February 21, 2018 BROWN WHITE & OSBORN LLP

By

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

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