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10 Attorneys for Plaintiffs
11 MANHATTAN BEACH FIREFIGHTERS'
ASSOCIATION, *et al.*

12
13 UNITED STATES DISTRICT COURT
14 CENTRAL DISTRICT OF CALIFORNIA
15

16 MANHATTAN BEACH
FIREFIGHTERS' ASSOCIATION,
17 LOCAL 3925, a labor association, and
individuals THOMAS DESMOND,
18 STEVEN FAIRBROTHER, JAMES
FALLS, BRIAN FUJIMOTO, CHRIS
19 GRAFTON, PETER HECK, PATRICK
JACOBSON, CHRISTIAN
20 MCARTHUR, RUDY MEJIA, JEFFREY
RICE, JAMES STRATTON, and ERICK
21 STRONG,

22 Plaintiffs,

23 v.

24 CITY OF MANHATTAN BEACH, a
municipal corporation; individuals
25 BRUCE MOE, LISA JENKINS; and
DOES 1 through 10, inclusive,
26

27 Defendants.
28

Case No.: 24-4228

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

[DEMAND FOR JURY TRIAL]



1 Plaintiffs MANHATTAN BEACH FIREFIGHTERS’ ASSOCIATION, LOCAL
2 3925, a labor association, and individuals THOMAS DESMOND, STEVEN
3 FAIRBROTHER, BRIAN FUJIMOTO, JAMES FALLS, CHRIS GRAFTON, PETER
4 HECK, PATRICK JACOBSON, CHRISTIAN MCARTHUR, RUDY MEJIA,
5 JEFFREY RICE, JAMES STRATTON, and ERICK STRONG (collectively,
6 “Plaintiffs”)¹ allege as follows:

7 **INTRODUCTION**

8 1. The Manhattan Beach Fire Department (“Department”) used to be one of
9 the crown jewels of the City of Manhattan Beach (“CITY”). The Department is
10 exceptional in that every single one of its firefighters is also a trained paramedic. Very
11 few fire departments in the country can make this claim. For many years, the
12 Department was a model of how to run a small fire department for the region and the
13 state. While many other small cities in California shut down their fire departments and
14 transitioned into large, county departments, the Department remained proof that a
15 small city can maintain local control of a fire department while providing high-quality
16 service and good, fair working conditions.

17 2. That changed drastically after Defendant BRUCE MOE became City
18 Manager in 2018. MOE, who was previously the CITY’s Finance Director, believed
19 that the CITY could and should “save money” on future pension and benefits costs by
20 not filling vacant Department positions and requiring the remaining personnel to work
21 overtime. Moe’s ill-conceived vision of “budget efficiency” is the epitome of the
22 penny-wise, pound-foolish thinking of a person who has never had to work 24 hours
23 straight, without sleep, as a first responder to emergency calls. MOE’s approach, which
24 resulted in brutal and excessive mandatory overtime for 20 firefighters who had to do
25 the work of 30 firefighters, took a severe physical and psychological toll on Plaintiffs.

26
27 ¹ Hereafter, “Plaintiffs” refers to all plaintiffs, collectively, while “Plaintiff
28 Firefighters” refers collectively to the plaintiffs who are individuals.



1 3. Plaintiff Manhattan Beach Firefighter’s Association (“MBFA” or the
2 “Association”) represents the firefighters who *do* respond to emergency calls every
3 day. MBFA objected to the City’s poor management of the Department, which
4 jeopardized not only the health and safety of its firefighters, but also the health and
5 safety of the City’s residents as the coronavirus pandemic spread throughout Southern
6 California communities. MBFA repeatedly asked the City to fill the growing list of
7 vacant positions. With each additional retirement and injury on the job, the vacancies
8 increased, and the remaining firefighters to work more overtime and shoulder more
9 responsibilities. Morale in the Department deteriorated as a dwindling number of
10 firefighters had to work a crushing number of overtime hours to protect the health and
11 welfare of Manhattan Beach residents.

12 4. After years of struggling with these issues, MBFA and Plaintiff
13 Firefighters began to speak out publicly about the troubling situation. However, MOE
14 and his allies, including the CITY’s previous and current Human Resources Directors
15 Teresa Zadroga-Haase (“Zadroga”) and LISA JENKINS, respectively, had all the
16 power, and they used it to retaliate against and punish the Association and its members
17 for daring to expose the City’s mismanagement of the Department to the public.

18 5. MOE and the CITY viewed MBFA’s and Plaintiff Firefighter’s public
19 statements as a challenge to their authority. Instead of listening to Plaintiffs’ legitimate
20 concerns regarding the Department’s needs to maintain public safety, MOE lashed out
21 at them: He accused the firefighters of being overpaid and entitled. He supported that
22 falsity with annual pay figures that were inflated due to the excessive, unsustainable,
23 mandatory overtime hours the CITY itself had created by dangerously understaffing
24 the Department. MOE repeatedly publicly criticized Plaintiffs after exercising their
25 First Amendment speech rights for being the “highest paid” firefighters in the state to
26 distract the public from the City’s gross mismanagement of the Department.

27 6. Meanwhile, the firefighters became the most *overworked* firefighters in
28 California. From March 2018 to June 2022, the City and its HR Directors refused to fill



1 *nine* vacancies in a lean department that had only 29 positions to begin with, not
2 including the fire chief.² During that time and even through the end of 2023, the
3 number of overtime hours the remaining firefighters worked increased dramatically.

4 7. The CITY continued to retaliate against the firefighters and the
5 Association for their public statements in many ways:

6 a) The CITY unilaterally and capriciously manipulated the
7 promotional process for three vacant battalion chief positions to ensure that
8 vocal firefighters, including MBFA leadership, would not be promoted.

9 b) The CITY refused to negotiate in good faith with the Association
10 over the expiring labor agreement.

11 c) The CITY initiated baseless, retaliatory disciplinary investigations
12 against MBFA leadership.

13 d) Finally, the CITY's retaliation campaign culminated in the fall of
14 2022 when it voted to impose unfair labor terms upon the City's firefighters
15 without their consent. The imposed contract subjected Plaintiffs to onerous and
16 arbitrary conditions not imposed on other CITY workers, and that serve no
17 purpose but to punish MBFA members.

18 8. Defendants MOE, JENKINS, and the CITY took these steps to (1) break
19 the Association and intimidate it and its members into silence and submission (in other
20 words, to force them to abandon the exercise of their First Amendment rights); (2)
21 retaliate against MBFA and its leadership for lawful negotiating and organizing
22 activities; and (3) to retaliate against and silence individual firefighters'
23 constitutionally protected speech as citizens on matters of public concern. A
24 government's repeated and dangerous mismanagement of emergency services is
25 always a topic of great concern to the public, especially in the throes of a global
26
27

28 ² The City's imposed contract reduced that number to 24.



1 pandemic. By their conduct, Defendants stifled the constitutional rights of the
2 firefighters and endangered Manhattan Beach residents.

3 9. The CITY’s actions were illegal, and Plaintiffs are entitled to redress. Our
4 Constitution protects the rights of all Americans to join associations, to negotiate labor
5 agreements, and to speak out publicly as citizens on matters of public concern. This
6 right is particularly important to protect when that speech happens to criticize or
7 disagree with the government or its officials. Our Constitution does not permit a public
8 employer to retaliate against its employees for exercising their First Amendment rights
9 and to subject them to retaliation. That is precisely what the CITY and its officials did
10 here.

11 **JURISDICTION AND VENUE**

12 10. Plaintiffs bring this lawsuit under the United States Constitution and 42
13 U.S.C. § 1983. This Court has jurisdiction under 28 U.S.C. §§ 1331 and 1343.

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

17 **PARTIES**

18 12. Defendant CITY OF MANHATTAN BEACH (“CITY”) is a municipal
19 corporation, operating as a general law city under the “council-manager” form of
20 government, and organized under the Constitution and laws of the State of California.
21 The CITY’s principal place of business is in this judicial district located at 1400
22 Highland Avenue, Manhattan Beach, California. The CITY has a fire department
23 (“Department”) comprising both management and non-management level employees.

24 13. Plaintiff MANHATTAN BEACH FIREFIGHTER’S ASSOCIATION
25 (“MBFA” or “ASSOCIATION”) is an association that represents the Department’s
26 non-management sworn personnel. MBFA is the “recognized employee organization,”
27 as that term is used in California Government Code section 3501, subdivision (b), for
28 the CITY’s sworn fire department personnel, including the classifications of



1 firefighter-paramedic, engineer-paramedic, captain-paramedic, fire marshal, and fire
2 inspector and excluding the Department’s management employees, i.e., the fire chief
3 and battalion chiefs (“Management Staff”). The primary functions of MBFA are to
4 represent its members, the non-management sworn personnel, in their relations with
5 the Department and the CITY, including any issues relating to pay, benefits, working
6 conditions, or discipline; to negotiate contracts with the CITY regarding pay, benefits,
7 and working conditions for its members; to advocate for public safety policies with
8 local, state, and federal officials; to support outreach and public-service programs
9 relating to public safety; and to support, assist, and advocate for its members, retirees,
10 and their families, with respect to any issues relating to their employment.

11 14. Plaintiff THOMAS DESMOND (“DESMOND”) is and, at all times
12 mentioned herein, was an MBFA member, a Manhattan Beach fire captain and
13 paramedic, and a resident of the State of California. DESMOND was on the MBFA
14 executive board from 2017 to 2019.

15 15. Plaintiff STEVEN FAIRBROTHER (“FAIRBROTHER”) is and, at all
16 times mentioned herein, was an MBFA member, Manhattan Beach firefighter and
17 paramedic, and resident of the State of California. FAIRBROTHER was on the MBFA
18 executive board in 2011-2013 and 2019-2020.

19 16. Plaintiff JAMES FALLS (“FALLS”) is and, at all times mentioned herein,
20 was an MBFA member, Manhattan Beach firefighter and paramedic, and resident of
21 the State of California. FALLS is on the MBFA executive board.

22 17. Plaintiff BRIAN FUJIMOTO (“FUJIMOTO”) is and, at all times
23 mentioned herein, was an MBFA member, Manhattan Beach firefighter and paramedic,
24 and resident of the State of California.

25 18. Plaintiff CHRIS GRAFTON (“GRAFTON”) is and, at all times
26 mentioned herein, was an MBFA member, Manhattan Beach firefighter and paramedic,
27 and resident of the State of California. GRAFTON is on the MBFA executive board.
28



1 19. Plaintiff PETER HECK (“HECK”) is and, at all times mentioned herein,
2 was an MBFA member, Manhattan Beach firefighter and paramedic, and resident of
3 the State of California. He has been MBFA’s President since January 2024 and on its
4 executive board since 2020.

5 20. Plaintiff PATRICK JACOBSON (“JACOBSON”) is and, at all times
6 mentioned herein, was an MBFA member, Manhattan Beach firefighter and paramedic,
7 and resident of the State of California. JACOBSON was on the MBFA executive board
8 from 2021 to 2023.

9 21. Plaintiff CHRISTIAN MCARTHUR (“MCARTHUR”) is and, at all times
10 mentioned herein, was an MBFA member, Manhattan Beach firefighter and paramedic,
11 and resident of the State of California. MCARTHUR is on the MBFA executive board.

12 22. Plaintiff RUDY MEJIA (“MEJIA”) is and, at all times mentioned herein,
13 was an MBFA member, Manhattan Beach firefighter and paramedic, and resident of
14 the State of California. MEJIA was MBFA President from 2011 to 2023.

15 23. Plaintiff JEFFREY RICE (“RICE”) is and, at all times mentioned herein,
16 was an MBFA member, Manhattan Beach firefighter and paramedic, and resident of
17 the State of California. : RICE was on the MBFA executive board from 2019-2020.

18 24. Plaintiff JAMES STRATTON (“STRATTON”) is and, at all times
19 mentioned herein, was an MBFA member, Manhattan Beach firefighter and paramedic,
20 and resident of the State of California.

21 25. Plaintiff ERICK STRONG (“STRONG”) is and, at all times mentioned
22 herein, was an MBFA member, Manhattan Beach firefighter and paramedic, and
23 resident of the State of California.

24 26. Defendant BRUCE MOE (“MOE”) is and was employed as the CITY’s
25 City Manager at all relevant times mentioned herein. The CITY vested MOE with the
26 power and authority to make and approve the CITY’s policies and decisions relating to
27 the Department. MOE is a resident of the State of California. Plaintiffs sue MOE in
28 both his individual and official capacities.



1 27. Defendant LISA JENKINS (“JENKINS”) is and was employed as the
2 CITY’s Director of Human Resources at all relevant times mentioned herein after
3 January 1, 2019. The CITY vested JENKINS with the power and authority to make
4 and approve CITY policies and make or approve decisions relating to hiring,
5 discipline, and promotions in the Department. JENKINS is a resident of the State of
6 California. Plaintiffs sue JENKINS in both her individual and official capacities.

7 28. Defendants will be referred to individually by name or collectively as
8 “Defendants.”

9 29. Plaintiff Firefighters are informed and believe and thereon allege that
10 actions or failures to act, taken by and through the CITY’s designated employees and
11 agents were committed within the purpose and scope of their employment or
12 relationship with the CITY and in their official capacity as the CITY’s employees and
13 that the CITY is legally responsible for all such acts or omissions.

14 30. Plaintiff Firefighters do not know the true names and capacities of DOES
15 1 through 10, inclusive, and thus sue said Defendants by fictitious names. Plaintiff
16 Firefighters will identify the true names and capacities of DOES 1 through 10,
17 inclusive, if and when they are ascertained. Plaintiff Firefighters are and believe that
18 each of the fictitiously named Defendants is in some manner legally responsible for the
19 occurrences alleged herein.

20 31. Plaintiff Firefighters are informed and believe that Defendants, and each
21 of them, were the agents, employees, servants, and/or co-conspirators of the other
22 Defendants at all times mentioned herein. Plaintiff Firefighters are further informed
23 and believe that Defendants, and each of them, were the actual and/or ostensible agents
24 of the other Defendants and were acting within the course and scope of said agency.

25 //

26 //

27

28



1 MOE’s reign, Plaintiff Firefighters’ working conditions and Department operations
2 began to deteriorate rapidly.

3 36. MOE decided it was cheaper to overwork existing Department employees
4 and pay overtime than to fill vacant Department positions and incur pension and
5 benefits costs. Therefore, MOE adopted the policy of not hiring to fill vacancies, not
6 promoting Department employees to fill vacancies, and forcing the remaining
7 Department employees to work more to make up for the shortage of first responder
8 personnel. HR Directors Zadroga and JENKINS adopted and implemented that policy
9 as well.

10 37. MOE’s utter disregard for Plaintiff Firefighters’ concerns regarding
11 mismanagement of the Department and the negative impact of his policies on
12 emergency services deeply alarmed them. All fire captains who were filling in as
13 acting battalion chiefs at the time resigned from their positions in protest, to emphasize
14 the gravity of their objections to MOE’s decisions and their dangerous impact on
15 emergency services to the public. MBFA also held an internal Vote of No Confidence
16 (“Vote of No Confidence”) regarding then-chief Robert Espinosa, and 84% of MBFA
17 members who voted stated they had “no confidence” in Espinosa and Espinosa’s
18 Battalion Chiefs, who were carrying out MOE’s directives.

19 38. MBFA believed that Espinosa was blindly implementing MOE’s policy of
20 deliberately understaffing the Department, forcing the firefighters to work an
21 undesirable number of mandatory overtime, and not supporting them despite their
22 pleas for better staffing and more reasonable hours. All Plaintiff Firefighters except
23 JACOBSON, who abstained from voting because he was new to the Department at the
24 time, supported the Vote of No Confidence.

25 39. MOE and his allies in the CITY considered the firefighters’ actions as a
26 challenge to their authority and power. They ignored the Vote of No Confidence and
27 retaliated against Plaintiff Firefighters and MBFA by initiating a frivolous disciplinary
28 investigation of MBFA leadership, including the MBFA president at the time, MEJIA.

1 The purported reasons for the discipline were pretextual; the real purpose of the
2 investigation and ensuing report was simply to retaliate against any MBFA members
3 who challenged the CITY by tarnishing their employment files. The CITY sought to
4 silence Plaintiffs and prevent them from exercising their constitutional rights.

5 40. In February 2018, MOE and the CITY prevented fire captains from
6 returning to their posts as acting battalion chiefs, which made it impossible for the
7 Department to consistently staff the battalion chief rank during shifts. It is imperative
8 that a fire department have a battalion chief on duty at all times for any major
9 emergency, as well as to run and manage the department day-to-day. The CITY
10 deprived the Department of the management and supervision it needed to operate and
11 provide emergency services to the City.

12 41. Due to Defendants' failures and mishandling of the Department, which
13 were getting worse and not better, MBFA and its members made the difficult decision
14 to publicly announce the Vote of No Confidence at a council meeting in March 2018.
15 At that meeting, MEJIA explained, "the reason we're moving forward publicly now is
16 because [Espinosa] and the [CITY] have broken their promise for the chief to retire on
17 December 23rd. Firefighters waited patiently and worked with the [CITY], staff and
18 council ... [Espinosa's retirement date] was rescinded, [so] we're moving forward
19 because it's now affecting public service in a negative way."

20 42. The Vote of No Confidence reads, in relevant part, as follows:

21 The overwhelming majority of our membership believes that the
22 actions and inactions of Chief Espinosa have led to deterioration in
23 working conditions that has negatively impacted emergency response
24 services for our firefighters and the community we serve. Chief
25 Espinosa's harmful leadership approach has come at a cost to the
26 membership, department, and the continuing legacy, pride, and
traditions that Manhattan Beach firefighters have maintained for 94
years.

27 Since his appointment as Chief, Chief Espinosa has destroyed the
28 morale of the firefighters in this Department; alienated our sister

1 agencies; undermined professional readiness and training; threatened
2 and antagonized those of us who sought in good faith to work with him;
3 and misused the disciplinary process to retaliate against and intimidate
4 those who question his decisions. Recently, the Chief’s leadership
5 approach has been adopted by his Command Staff, leading to a
6 contentious relationship filled with mistrust, vindictiveness and
7 grievances, which are highly uncharacteristic of the MBFD.

8 ...

9 The members of the Association do not take this action lightly and do
10 so now only after numerous good-faith efforts over the past five years
11 to address their concerns with Chief Espinosa and after reaching out to
12 City management for the last one-and-a-half years. These efforts
13 included full cooperation with three different leadership/communication
14 coaches provided by the City at significant expense to the taxpayers.
15 After much effort to try to resolve these issues internally and
16 informally, the Association believes that its concerns have fallen on
17 deaf ears.

18 ...

19 In closing, our members continue to respect the position of Fire Chief
20 in an operational capacity, but not the person currently appointed to it.

21 43. Additionally, the Vote of No Confidence gave the following examples of
22 Management Staff’s conduct and failings that led to the vote:

23 a) Initiating costly and inefficient programs and studies that led to no
24 tangible results, recommendations, or implementations, including an inefficient
25 \$225,000 ambulance program, an expensive new record management system
26 that was never implemented, and a \$100,000 “study” of the Hermosa Beach Fire
27 Department;

28 b) Use of threats, intimidation, and coercion to retaliate against the
Department employees who questioned Espinosa’s decisions, such as by pushing
individuals to retire and wasting CITY funds on frivolous investigations and



1 complaints against MBFA members, which in turn led to exorbitant legal fees
2 for both the CITY and MBFA;

3 c) Placing firefighters at risk by interfering in worker’s compensation
4 procedures and directly pressuring firefighters’ physicians to approve injured
5 firefighters for work;

6 d) Deliberately attempting to eliminate fire captains’ inter-
7 communication, influence, and input on planning, operations, and promotional
8 decision-making, to the detriment of the Department and community safety.
9 Espinosa repeatedly interfered with fire captains’ training and supervision of
10 their crews, which undermined the authority of his staff and ultimately impaired
11 firefighter readiness.

12 e) Decreasing the Department’s operational preparedness by
13 destroying relationships with partners like the LA County Lifeguards (the
14 “Lifeguards”) and Area G Training Group. Espinosa prohibited MBFA members
15 from engaging in training or assisting in water rescues on beaches in
16 collaboration with the “Lifeguards,” which decreases the availability, robustness,
17 and preparedness of emergency response services to the community. His poor
18 leadership caused the disbandment of the joint committee with Area G Training
19 Group, severely impairing inter-agency cooperation in maintaining public safety.

20 f) Pitting MBFA members against one another and instigating
21 infighting, damaging trust relationships between Department employees—a vital
22 ingredient when working together in the types of emergent crises and high-risk
23 situations firefighters confront regularly.

24 44. Then-MBFA President MEJIA, with the support of MBFA executive
25 board members John Dulmage, Timothy O’Brien, David Shenbaum, and THOMAS
26 DESMOND, and the vast majority of the MBFA membership publicly delivered the
27 Vote of No Confidence to the CITY, Espinosa, and Espinosa’s Battalion Chiefs on
28 March 6, 2018. Espinosa retired the following month.



1 45. After the Vote of No Confidence and Espinosa’s retirement, Plaintiffs
2 hoped for better communication, accountability, and management from the CITY,
3 especially the HR Director and Management Staff. Instead, Defendants continued to
4 mismanage the Department and aggressively retaliated against Plaintiffs for exercising
5 their constitutionally protected rights to associate and bargain as an association, engage
6 in political activity, and speak publicly about matters of public concern.

7 **III.**

8 **DEFENDANTS RETALIATE FOR THE VOTE OF NO**
9 **CONFIDENCE, AND MISMANAGEMENT OF**
10 **THE DEPARTMENT WORSENS IN 2018-2021**

11 **A. Defendants’ Retaliation Against Plaintiffs and Further Mismanagement of**
12 **the Department from April 2018 to October 2020**

13 46. The Vote of No Confidence was Plaintiffs’ first public statement
14 regarding Defendants’ mismanagement of the Department and its negative impact on
15 public safety. Following the Vote of No Confidence, Defendants engaged in numerous
16 acts intended to retaliate against Plaintiffs for ASSOCIATION activities and their
17 public statements about Department staffing, operations, and management. For
18 example, the CITY’s refusal to fill vacancies became even more extreme, leading to
19 astronomical mandatory overtime hours for Plaintiff Firefighters.

20 47. Any reasonable employee in Plaintiff Firefighters’ positions would have
21 found Defendants’ adverse employment actions materially adverse in that Defendants’
22 actions would have dissuaded a reasonable employee and did dissuade Plaintiffs from
23 engaging in the protected activities at issue: Association activities and public speech on
24 matters of public concern. Examples of Defendants’ retaliation are as follows.

25 48. The CITY retaliated against Plaintiffs for the Vote of No Confidence by
26 refusing to approve training days and by preventing them from receiving compensation
27 for approved training classes. This retaliation was conducted by Espinosa’s Battalion
28 Chiefs, in retaliation for the Vote of No Confidence, and the CITY did nothing to

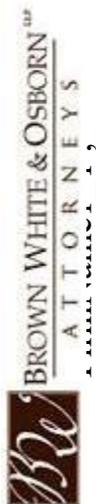


1 investigate, ameliorate, or impose discipline for the complaints against Espinosa’s
2 Battalion Chiefs, including the misconduct and mismanagement described in the Vote
3 of No Confidence. The CITY did nothing to investigate, ameliorate or prevent the
4 retaliatory acts of Espinosa’s Battalion Chiefs. By ignoring their conduct and failing to
5 take any steps to investigate it, the CITY ratified, and continues to ratify, the
6 retaliation.

7 49. The CITY initiated frivolous disciplinary investigations against MBFA
8 leadership and vocal MBFA members, including Plaintiff Firefighters, for no purpose
9 other than to sully Plaintiff Firefighters’ employment records, inhibiting their ability to
10 promote or transfer to other fire departments, and tarnishing their reputations.

11 50. Defendants prevented MBFA members who were filling in as “acting”
12 battalion chiefs to return to those positions by surreptitiously modifying the education
13 or training requirements for them to do so. This made it difficult for the Department to
14 ensure it always had a battalion chief on duty, which is crucial in the event of a major
15 emergency and also necessary for day-to-day operation of the Department.

16 51. Meanwhile, MOE and the CITY failed to hire a permanent fire chief for
17 more than a year, forcing the Department to operate from April 2018 to April 2019
18 with essentially no guidance, supervision, or leadership from a committed and invested
19 fire chief. When Defendants did finally hire a permanent fire chief, Daryn Drum, in
20 April 2019, Chief Drum began the process of improving management of the
21 Department. Defendants did not like this: The CITY explicitly told Chief Drum that he
22 was “too close” to MBFA and its members and terminated him after only 14 months in
23 June 2020, one of the deadliest junctures of the coronavirus pandemic. This
24 destabilized an already struggling Department even more. It forced the people who
25 were providing emergency services during a pandemic-induced, nation-wide state of
26 emergency to endure another two years with another interim chief, while Defendants
27 worked comfortably from home by Zoom.
28



1 52. Defendants knew an interim chief would have little leverage to challenge
2 the CITY’s policies and agenda and would be less able to advocate for MBFA or its
3 members. After the firing of Chief Drum, Wolfgang Knabe became interim chief. The
4 Department then was without a permanent chief for another *two years* so that they
5 could freely conduct their plan of retaliation against the firefighters. MOE and the
6 JENKINS continued to exert their power over the Department and Defendants’
7 retaliation only worsened.

8 53. In 2019, MOE and the CITY retaliated against Plaintiffs by refusing to
9 negotiate reasonably with MBFA or to make reasonable concessions with respect to
10 their labor contract. Due to Defendants’ dangerous policy of not filling first responder
11 vacancies in the Department, the firefighters were forced to work many overtime
12 hours, which was reflected in their reported earnings. Defendants used and
13 mischaracterized that data to accuse the firefighters of being “overpaid” and greedy,
14 despite the fact that this had been MOE’s and the CITY’s goal all along—save money
15 by understaffing the Department. A fire department cannot operate safely with less
16 than a full staff for each shift, but MOE intentionally refused to hire enough
17 firefighters to fully staff each shift.

18 54. After the Vote of No Confidence, the CITY retaliated against Plaintiffs’
19 exercise of their First Amendment rights by taking an even more extreme position
20 against filling vacancies in the Department to fill vacancies or promote internal
21 candidates to fill vacancies in the Department, which quickly increased and caused
22 Plaintiff Firefighters to shoulder an overwhelming number of overtime hours. MOE
23 and the CITY forced the dwindling number of Department employees to endure a
24 crushing burden of unrelenting overtime, which *increased* as the COVID pandemic
25 began ramping up, putting the safety and welfare of firefighters and citizens at risk.

26 55. That mandatory overtime eroded firefighters’ physical and mental health,
27 as Defendants knew it would and intended it as retaliation for Plaintiffs’ association
28 activities and speaking out against the CITY’s mismanagement of the Department.



1 Defendants continued to use the skewed salaries engendered by excessive overtime
2 hours as an excuse for their refusal to negotiate reasonably or make *any* concessions at
3 all. For example, the CITY refused to agree to a modest cost-of-living adjustment of
4 3% over 3 years while simultaneously granting it in contracts with *every other*
5 *bargaining unit* in the CITY, including the Manhattan Beach Police Officers’
6 Association (“MBPOA”). Because of the CITY’s retaliatory refusal to negotiate over
7 the course of an entire year, in December 2019, MBFA was forced to agree to a “zero-
8 sum” extension of the previous contract and no cost-of-living adjustment at all while
9 other CITY employees received one.

10 56. Defendants’ retaliatory acts forced MBFA to expend time, energy, and
11 money to file several complaints with California’s Public Employment Relations
12 Board (“Board”). Plaintiffs thereby exercised their constitutional rights to associate,
13 bargain collectively, and petition the government. The Board ruled in MBFA’s favor in
14 2019—strong and persuasive evidence of how unreasonable, unfair, and negligent
15 Defendants’ acts were. This decision only caused Defendants to continue and increase
16 their retaliation against Plaintiff Firefighters and MBFA for exercising their
17 constitutional rights to associate and bargain collectively, as follows.

18 **B. Defendants Retaliate Against Plaintiffs Further by Slashing Battalion**
19 **Chiefs’ Compensation, Preventing Promotions, Refusing to Fill Mounting**
20 **Vacancies, and Causing Crushing Overtime Hours**

21 57. In Fall 2020, Espinosa’s Battalion Chiefs were near retirement, which
22 meant that a few of the MBFA leaders and members who had been most active and
23 vocal in challenging the CITY and Management Staff’s mismanagement of the
24 Department would receive promotions to battalion chiefs in the near future: Shenbaum,
25 O’Brien, DESMOND, and Dulmage.³ Additionally, such promotions would have a
26 _____

27 ³ Shenbaum and O’Brien filed a lawsuit November 2022 against the CITY for its
28 unlawful retaliatory acts, entitled David Shenbaum and Timothy O’Brien v. City of
Manhattan Beach (Case No. 2:22-cv-08062-SB-PD), including those described herein.



1 trickle-down effect, given the small size of the Department: Promotions at the top
2 would lead to promotions of several Plaintiff Firefighters at lower ranks. Defendants
3 took extraordinary and retaliatory actions to prevent this from occurring. MOE and
4 JENKINS moved quickly to block MBFA leadership and Plaintiff Firefighters from
5 receiving the battalion chief positions or any other promotion.

6 58. The Manhattan Beach Fire Management Association (“MBFMA”) is the
7 association that represents the three battalion chiefs in the Department. MBFMA
8 represents battalion chiefs in relations with the CITY including pay, benefits, working
9 conditions, and discipline. In October and November 2020, despite protests from
10 MBFA, the CITY ratified new labor contract terms with MBFMA, slashing battalion
11 chief’s employee compensation and benefits in order to harm the firefighters for
12 exercising their constitutional rights. The new contract did the following:

- 13 a) Eliminated 15% pay incentive for education and longevity;
- 14 b) Eliminated 2.5% merit bonus;
- 15 c) Eliminated the \$200/month vehicle allowance;
- 16 d) Eliminated almost all overtime pay; and
- 17 e) Increased employee’s contribution to retirement by 3%.

18 59. Espinosa’s Battalion Chiefs were close to retirement and eagerly
19 supported the CITY’s retaliation against the MBFA members who had backed and
20 publicized the Vote of No Confidence against them. Most of the cuts applied only to
21 *new* battalion chiefs, and *not* to Espinosa’s Battalion Chiefs, who received a retroactive
22 10-month raise to compensate them for any cuts that would apply to them during the
23 short period remaining before their retirement.

24 60. Defendants’ cuts to battalion chiefs’ compensation and benefits ensured
25 that any MBFA member who became a battalion chief would suffer an immediate
26 reduction in pay of 15% or greater. The CITY’s goal was to deter internal firefighter
27 candidates from pursuing the position, since they would receive a pay reduction after a
28 promotion. The CITY insisted upon these terms to prevent MBFA leadership from



1 being promoted to these positions, as they otherwise would have been, given their
2 qualifications and experience. The CITY preventing internal battalion chief promotions
3 also prevented Plaintiff Firefighters at lower ranks who had exercised their First
4 Amendment rights with respect to the CITY’s mismanagement of the Department from
5 receiving promotions that would have followed.

6 61. As Defendants had planned, after the above-mentioned contract term was
7 enacted, Espinosa’s Battalion Chiefs took their retroactive raises and promptly left the
8 Department: The following month, Boyd retired and Laursen went on injury leave,
9 never to return. Three months later, Hafdell also went on injury leave, never to return.
10 With Firefighter-Paramedic Matthew Simkins’s retirement in November 2020, this led
11 to four vacancies in the Department, including the two battalion chief positions. This
12 shortage required MBFA members to cover approximately 240 overtime hours weekly,
13 in addition to each firefighter’s regular 56 hours each week.⁴

14 62. Defendants also increased the education qualifications for the battalion
15 chief position for retaliatory reasons by requiring that all future battalion chiefs possess
16 a bachelor’s degree. Defendants targeted this retaliatory requirement at MBFA leaders
17 Shenbaum and Dulmage, who had been the top-banded candidates for promotion and
18 did not have bachelor’s degrees. This requirement was retaliatory, arbitrary, and had no
19 rational justification. It has no basis in industry standards or historical practices. It was
20 a rule conceived to target and retaliate against MBFA leaders.

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24 _____
25 ⁴ While this averages to approximately 11 overtime hours per MBFA member, in
26 reality overtime hours are not distributed evenly amongst firefighters due to the
27 differences of vacancies per rank, the relative importance of certain positions being
28 qualified and available to serve in “acting” capacities for a given position. Moreover,
firefighters’ shifts are generally in 24-hour blocks, not 11 hours. In other words, the
firefighters working overtime shifts are working an extra 24, 48, or even 72 hours per
week.



1 **C. Defendants’ Retaliation Against Plaintiffs Continues to Cause**
2 **Understaffing, Insufficient Supervision, and Crushing Overtime Hours in**
3 **December 2020 to December 2021**

4 63. MOE and the JENKINS continued to retaliate against Plaintiff
5 Firefighters and MBFA for their association activities and the Vote of No Confidence
6 by refusing to fill vacancies even when the Department was more than 25%
7 understaffed. The firefighters’ already-high overtime hours rose to dangerously high
8 levels, persisting for years, causing them continuing physical and psychological harm
9 and risking the safety and welfare of the community.⁵ This was not merely
10 mismanagement of the Department jeopardizing public health and safety; it was
11 *deliberate and intentional* mismanagement motivated by retaliation against Plaintiffs
12 for their protected speech.

13 64. Despite repeated requests in 2021, MOE and JENKINS refused to rectify
14 their retaliatory and substantial cuts to the battalion chief compensation package,
15 which was reduced below that of the lower ranked captains who were qualified for the
16 position. Thus, the battalion chief positions remained unfilled.

17 65. For three months in 2020, the Department had only one active battalion
18 chief, and then none for *two years* until February 2022. Defendants’ retaliation caused
19 this unsafe situation, which was extraordinary, unprecedented, and inimical to public
20 safety. There was no public policy justification for it; it was pure vindictiveness
21 directed at the MBFA by Defendants.

22 66. It is against standard emergency response staffing procedure, best
23 practices, and policies and inconsistent with public safety imperatives for a fire
24 department to operate without a battalion chief on duty. There are situations in which
25 firefighters cannot respond to an emergency situation without one, not to mention the
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28 ⁵ The excessive number of overtime hours has modestly abated only recently for some MBFA members as of the filing date of this complaint.

1 central role of a battalion chief in day-to-day operations of the Department.
2 Nevertheless, Defendants forced the firefighters to operate through most of the COVID
3 pandemic without a fire chief or a single battalion chief. This was part of the CITY's
4 retaliatory and retributive agenda against the firefighters for exercising their
5 constitutional right to organize an function as an association and publicly voice their
6 concerns about Defendants' mismanagement of the Department. Defendants even
7 impaired the Department's ability to have qualified MBFA members fill in as acting
8 battalion chief by arbitrarily increasing the education requirement, as noted above, and
9 even training requirements, so that Shenbaum, Dulmage, and Wade could not fill in or
10 promote into the positions.

11 67. As a consequence, the Department frequently went without a battalion
12 chief at all. MBFA members were then required to fill in as acting battalion chiefs (and
13 acting captains) with added overtime and responsibilities, but without the financial
14 benefits of an actual promotion.⁶ Firefighters took on this added responsibility
15 willingly because it was necessary to provide emergency response services to the
16 public.

17 68. Since the Department has only 29 firefighters, not including the chief,
18 four vacancies are a 14% reduction in personnel, which was the situation at the
19 beginning of 2021. Additionally, only certain firefighters are qualified to serve as
20 acting battalion chiefs. After blocking and deterring internal candidates, the CITY
21 made no attempt to hire any new battalion chiefs. This retaliation caused 26 firefighters
22 to work overtime to cover three additional unfilled positions for every shift in addition
23 to their own full-time workloads.⁷

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26 _____
27 ⁶ MBFA members who serve as acting battalion chiefs, captains, and/or fire engineers
28 receive a nominal \$175 a month regardless of how many shifts or ranks a month they
filled in an acting capacity.

⁷ The Department frequently went without a battalion chief on duty.



1 69. In February 2021, the Department had six vacancies and no active
2 battalion chiefs, which translates to approximately 360 hours or more of overtime *per*
3 *week* that the remaining Department employees had to cover. With COVID pandemic-
4 related fatalities and hospitalizations at record highs, the Department was only 80%
5 staffed because of Defendants' retaliation.

6 70. In summer 2021, Department vacancies rose from four to seven to nine,
7 meaning the Department was 30% understaffed. This resulted in 21 firefighters
8 covering approximately 540 hours of *overtime* per week to cover the vacancies. This is
9 an average of 25 hours per week of overtime for each firefighter. Since firefighters
10 typically work 24-hour shifts, this meant that each active firefighter had to work an
11 additional 24-hour shift *every week* and at least some had to work *two* overtime shifts
12 every week, in addition to the 56 hours of their regular, full-time weekly schedule.

13 71. As of December 2021, the Department still had 5 vacancies and still no
14 battalion chiefs, requiring firefighters to work an additional 300 hours of overtime. On
15 average, this meant that at least 12 firefighters had to work an additional 24-hour
16 overtime shift *every week*. However, only certain firefighters were qualified to work as
17 acting battalion chiefs, and events such as sickness, emergencies, and injury further
18 limited the available personnel. Therefore, certain firefighters worked many more
19 overtime hours than others to ensure that the Department was prepared at all times to
20 keep Manhattan Beach residents safe.

21 72. Defendants' retaliatory and knowing imposition of grueling overtime
22 resulted in an enormous number of hours on duty for Plaintiff Firefighters, who were
23 unable to go home or see their families during a time when children were required to
24 stay at home and parents needed their partners more than ever. It is simply
25 unsustainable physically, psychologically, and emotionally, to work that many hours.

26 73. Furthermore, Defendants continued to retaliate against Plaintiffs for
27 exercising their First Amendment rights. Defendants undertook multiple acts of
28 retaliation during this period motivated by their retaliatory animus, including (1)



1 terminating a competent fire chief (Drum); (2) failing to establish a permanent and
2 committed fire chief for a year, depriving the Department of much-needed leadership
3 and supervision; and (3) and repeatedly failing to fully implement updated record-
4 keeping software (that had been purportedly purchased in April 2018) to replace the
5 Department's 20-year-old program. The Department still does not have this new
6 program properly and fully implemented as of the filing date of this complaint.

7 74. Defendants' retaliatory actions and omissions during this period also
8 included failing and refusing to make timely internal promotions and preventing
9 internal promotions. Fire departments benefit most from the promotion of internal
10 candidates, as opposed to external candidates who are unfamiliar with the department,
11 its employees, the community, the local government, and the local geography. In
12 departments as small as the Department, such promotions are also reinvigorating as
13 they create a ripple effect and upward movement within the entire department. Finally,
14 internal promotions incentivize employees to pursue training, develop and improve
15 skills, build intra and inter-agency relationships, and seek mentorship and leadership
16 experience. Defendants' retaliation against Plaintiffs deprived the Department of these
17 benefits, unfairly harming the Department because Defendants' intent to suppress
18 Plaintiffs' association activities and public speech about incompetent Department
19 management.

20 75. Throughout 2021, Defendants further retaliated against Plaintiffs by
21 refusing to negotiate labor contract terms reasonably and in good faith with MBFA.
22 Defendants again used skewed salary numbers to propose unfair and unreasonable
23 contract terms. To address this, MBFA paid for a neutral, independent salary survey of
24 surrounding and comparable cities' firefighter salaries.⁸ The survey demonstrated that
25
26

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28 ⁸ The CITY refused to contribute to this expense because it was not actually interested
in learning whether Plaintiff Firefighters' pay was fair or not.

1 Plaintiff Firefighters’ salaries were average or even below average among seven
2 adjacent cities.

3 76. The CITY ignored the results of the salary survey. Defendants continued
4 to retaliate against Plaintiff Firefighters and MBFA by continuing to disseminate
5 misleading information and the false assertion that Plaintiff Firefighters were the
6 “highest paid” in the state. Defendants employed false propaganda to justify their
7 retaliatory imposition of oppressive overtime hours on Plaintiff Firefighters for
8 exercising their constitutional rights to speak out against Defendants’ poor managerial
9 decisions. Defendants sought to push Plaintiff Firefighters to the brink of burnout or to
10 leave the Department.

11 77. In or around July or August 2021, the CITY informally proposed that the
12 parties merely extend the prior contract; MBFA agreed provided that the extension
13 include a modest cost-of-living adjustment of 3%, 2.5%, and 2.5% for each of the three
14 years of the contract. The CITY refused, and continued to insist on contract terms that
15 slashed MBFA members’ benefits, wages, training opportunities, and autonomy.
16 Defendants also attempted to retaliate against the Firefighters by communicating to
17 new Chief Lang that MBFA leadership and Plaintiff Firefighters were bad employees
18 who should not be trusted.

19 78. JENKINS initiated additional meritless HR investigations into MBFA
20 leaders and Plaintiff Firefighters in retaliation for their association activities and
21 statements challenging Defendants’ mismanagement of the Department. She kept the
22 investigations open for more than a year without resolution. These examples of
23 misconduct, abuse of power, and retaliation in violation of Plaintiffs’ First Amendment
24 rights, with complete disregard for the safety and wellbeing of individual firefighters
25 and the residents of Manhattan Beach continued and intensified in 2022.

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IV.

FIREFIGHTERS SPEAK OUT PUBLICLY AGAIN TO COMBAT CITY’S MISMANAGEMENT OF THE FIRE DEPARTMENT (2022)

79. The CITY’s persistent bad-faith negotiation tactics and other retaliatory acts and omissions demonstrated that Defendants had no intention of improving the Department’s woeful lack of staff, leadership, and supervision. For this reason, MBFA and Plaintiff Firefighters had no choice but to seek help from the public by publicizing Defendants’ dangerous practices and their impact on the Department’s preparedness.

80. In January 2022, MBFA and Plaintiff Firefighters initiated an organized effort to educate and inform the public about the CITY’s gross mismanagement of the Department and retaliatory conduct, which continued to threaten the health and wellbeing of Plaintiffs and the residents of Manhattan Beach.⁹ Plaintiffs hoped that support and pressure from the taxpaying residents of Manhattan Beach would move Defendants to cease their illegal, retaliatory conduct and implement much-needed policy changes with respect to running the Department.

81. During Plaintiffs’ concerted public communications to improve Defendants’ management of the Department from January to September 2022, Plaintiffs undertook the following constitutionally-protected association activity and speech:

- a) Plaintiffs created and released hundreds of public posts on social media platforms such as MBFA’s Facebook, Instagram, NextDoor, and website providing information to the public about the inadequate staffing, exhausting overtime hours, lack of leadership, inadequate supervision, firefighter burnout, mental/emotional exhaustion, and stagnation plaguing the Department due to the

⁹ MBFA expended considerable financial resources of its own, including on fees to hire a public relations consultant.



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1 CITY's policies, illegal retaliatory acts, unfair demands, and unreasonable
2 negotiation tactics;

3 b) Plaintiffs created and posted hundreds of posts on Plaintiff
4 Firefighters' personal social media accounts, including Facebook, Instagram,
5 and NextDoor relating to the same topics;

6 c) Plaintiffs created and publicized the Community Opinion Survey to
7 communicate Plaintiffs' prioritization of medical and emergency services, with
8 or without an equitable labor contract with the CITY;

9 d) Plaintiffs canvassed neighborhoods in Manhattan Beach and
10 distributed more than 1,000 fliers or pamphlets, door hangers, and lawn signs
11 providing information about the CITY's mismanagement of the Department and
12 asking for the public's support;

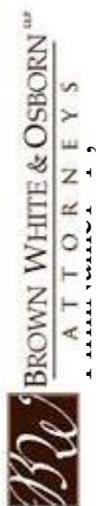
13 e) While canvassing, Plaintiffs shared information about the
14 mismanagement plaguing the Department to hundreds of members of the public;

15 f) Plaintiffs invited and encouraged Manhattan Beach residents to
16 contact the CITY directly and attend CITY Council Meetings to voice their
17 support for better management of the Department;

18 g) Plaintiffs created and publicized an online petition for Manhattan
19 Beach citizens to sign if they supported Plaintiffs' plea for better Department
20 management; each signature and submission of the petition generated an email
21 to the CITY, MOE, JENKINS, and the fire chief;

22 h) Plaintiffs attended and spoke at private gatherings and meetings
23 with residents and community members of Manhattan Beach at private
24 residents' homes, town halls, and community centers;

25 i) Plaintiffs responded directly to hundreds of comments, messages,
26 phone calls, and emails received from Manhattan Beach citizens who inquired
27 about the issues Plaintiffs were publicizing;
28



1 j) Plaintiff spoke out in media interviews, providing information
2 about mismanagement of the Department, the details of firefighter pay and
3 benefits, the status of negotiations with the CITY, the CITY’s unfair demands,
4 and the misleading press releases and information Defendants were
5 disseminating;

6 k) Plaintiffs created and publicized a video explaining the
7 management issues threatening the Department and its preparedness;

8 l) Plaintiffs enlisted and paid a neutral and independent third-party
9 factfinder to evaluate evidence from both sides (MBFA and the CITY) regarding
10 their position as to the labor contract and recommend fair contract terms; and

11 m) Plaintiffs attended multiple CITY council meetings and spoke out
12 about the ways in which the CITY’s proposed contract terms would harm the
13 Department and its ability to provide adequate emergency response services to
14 residents.

15 82. In these ways, Plaintiffs exercised their First Amendment rights to
16 associate, organize, and engage in political activity as an association, and to speak out
17 publicly as individual citizens about matters of public concern.

18 **V.**

19 **DEFENDANTS RETALIATE AGAINST PLAINTIFFS FOR**
20 **EXERCISING THEIR FIRST AMENDMENT RIGHTS (2022)**

21 83. Defendants thereafter retaliated against Plaintiffs for their constitutionally
22 protected association and speech, as described in Paragraph 81 to (1) punish Plaintiffs
23 for daring to criticize Defendants’ exercise of power; (2) intimidate Plaintiffs and into
24 silence; and (3) avoid accountability for Defendants’ failings.

25 84. In January through September 2022, MOE and JENKINS’s retaliatory
26 course of conduct continued in the following ways:

27 a) They stalled contract negotiations, refusing to propose or accept
28 reasonable terms, and declaring impasse through September 2022;



1 b) They made press releases and disseminated information to the
2 public with false, misleading, and disparaging statements regarding MBFA,
3 firefighters’ wages, and the causes of the problems plaguing the Department;

4 c) They refused to fully comply with MBFA’s Public Records Act
5 (“PRA”) requests, which sought records relating to the CITY’s repeated failed
6 negotiations with MBFA;

7 d) They enlisted members of the press to publish articles spreading the
8 false and misleading claim that Plaintiff Firefighters are overpaid, while refusing
9 to accept responsibility for forcing excessive overtime hours upon firefighters;

10 e) They continued to impose a staggering number of overtime hours
11 on the firefighters by failing to adequately staff the Department; and

12 f) They continued to prevent and preventing Plaintiff Firefighters
13 from receiving promotions for which they were eligible through November 2022
14 by (1) slashing the compensation/benefits package of the battalion chief rank; (2)
15 refusing to rectify it despite repeated requests to do so in 2020, 2021, and 2022;
16 (3) arbitrarily increasing battalion chief’s minimum education qualifications; (4)
17 pressuring Chief Lang through November 2022 to avoid promoting the most
18 vocal MBFA leaders, such as Shenbaum, O’Brien, DESMOND, and Dulmage;
19 (4) hiring only external candidates for battalion chief positions in 2022; and (5)
20 unfairly manipulating battalion chief and Division Chief (“DC”) promotional
21 exams and active promotional lists in 2022;

22 g) They gave MBFA a last, best, and final contract proposal (the
23 “CITY’s last, best, and final”) with unfair, punitive contract terms that decreased
24 salary schedules across the board, decreased MBFA membership, imposed
25 significant obstacles to pursue job training, unreasonably prohibited more than
26 one employee to be on vacation per day, arbitrarily limited firefighters’ use of
27 their vacation time, and severely reduced available paid time off; and
28



1 h) They prevented MBFA and Plaintiff Firefighters from setting up a
2 Community Booth at the Manhattan Beach Farmer’s Market in May 2022 and
3 blocked Plaintiffs’ access to other public fora or limited public fora, specifically
4 and explicitly to suppress any possible public statements or association activities
5 relating to Defendants’ mismanagement of the Department in which Plaintiffs
6 may have engaged. It is unlawful for the CITY to intentionally exclude Plaintiffs
7 from the use of and access to public spaces based on Plaintiffs’ constitutionally
8 protected speech.

9 85. Finally, Defendants ignored the petitions signed by Manhattan Beach
10 residents, ignored the third-party salary survey, ignored the fact-finding report, and
11 refused to participate in mediation with MBFA. The CITY’s actions demonstrated that
12 Defendants did not actually care about public safety or reaching a fair deal.
13 Defendants’ only goal was to retaliate against and punish Plaintiffs for acting
14 collectively through the ASSOCIATION and for publicly criticizing Defendants’ gross
15 mismanagement, illegal retaliatory conduct, and abuse of power. Defendants showed
16 utter disregard for the safety and wellbeing of Manhattan Beach’s first responders and
17 residents.

18 VI.

19 DEFENDANTS IMPOSE RETALIATORY LABOR

20 CONTRACT UPON PLAINTIFFS AGAINST THEIR WILL

21 A. Plaintiff Firefighters Publicly Object to CITY’s Proposed Contract Terms
22 and Mismanagement of Department; CITY Retaliates and Imposes
23 Punitive and Arbitrary Contract Terms to “Control” Plaintiffs

24 86. On September 19, 2022, the CITY held a public hearing at which
25 councilmembers were to vote to unilaterally impose the terms of the CITY’s last, best,
26 and final contract proposal upon MBFA and its members without their consent. During
27 the public comment phase of the CITY council meeting on September 20, 2022,
28 MBFA board members and Plaintiff Firefighters made public statements explaining



1 how imposition of the CITY’s unilaterally proposed retaliatory terms would harm the
2 Department and exacerbate the retaliation and mismanagement that was already
3 crippling the Department. Manhattan Beach residents also made public comments
4 objecting to the imposition of the unfair contract upon Plaintiffs.

5 87. Notwithstanding the categorical objections of MBFA and the city’s
6 residents, the CITY nonetheless imposed the retaliatory and punitive terms of the
7 CITY’s last, best, and final (“Imposed Contract”). In doing so, CITY Councilmember
8 Suzanne Hadley spoke on behalf of the CITY: “I guess I want to start by saying
9 [imposing the contract] isn't about cost. You know, *this is about control...* We need to
10 return control of this single department to fire management and to the City Council and
11 not leave it in the hands of a few labor leaders.” (Italics added.) Thus, Hadley publicly
12 confirmed that the primary motivation driving Defendants’ conduct, including the
13 imposition of the contract, was a desire to suppress Plaintiffs’ constitutionally
14 protected activities and exert power and control over them.

15 **B. Retaliatory Terms of the Imposed Contract**

16 88. The Imposed Contract reduced Plaintiff Firefighters’ pay, benefits, and
17 autonomy, and decreased MBFA’s membership by two positions, and provided only a
18 3% raise, which is more than negated by the cuts to Plaintiffs’ pay scale and benefits.
19 The evidence of Defendants’ retaliatory motive is clear: All other full-time CITY
20 employees received 3% annual pay raises *without* the cuts Defendants forced on
21 Plaintiffs.¹⁰ The terms of the Imposed Contract are as follows.

22 **1) *Terms: Only one employee off per day***

23 89. This provision prohibits more than one Department employee to be on
24 vacation at a time during a shift, even if another employee is willing to cover the shift.
25 There was no such limitation prior to the Imposed Contract. This term does nothing to
26

27 ¹⁰ The cost-of-living adjustment in the Imposed Contract was the first raise for Plaintiff
28 Firefighters in three years, while all other labor groups had received cost-of-living
adjustment raises every year.



1 increase the preparedness or efficiency of the Department; it only makes it nearly
2 impossible for firefighters to get time off that they need to attend important life events
3 such as weddings, funerals, anniversaries, their children’s sports games, awards
4 ceremonies, and other significant occasions. As a result, due to the Imposed Contract,
5 Plaintiff Firefighters missed many significant moments in the lives of their families,
6 friends, and community—priceless experiences that can never be recovered. In fact, it
7 became difficult for Plaintiff Firefighters to use their allotted vacation time at all before
8 the end of the year due to this Retaliatory Term. Because their requests for time off
9 were repeatedly denied, many firefighters simply stopped requesting vacation days.

10 **2) *Terms: Eliminates coverage and compensation for training***

11 90. Completion of certain training classes is often a prerequisite for a
12 firefighter to qualify for certain teaching roles, leadership positions, and promotions.
13 Training courses also give MBFA members opportunities to build relationships with
14 other emergency response professionals and agencies and develop new skills for
15 specific types of emergencies, such as ocean rescue protocol and urban search and
16 rescue. In MBFA’s previous agreements with the CITY, MBFA members were
17 guaranteed coverage of a shift if it coincided with a training they wished to attend, and
18 they were compensated for time spent in job-related training classes at their overtime
19 rate. The Imposed Contract prohibits this. There is no benefit to the public, and no
20 rational justification. It is purely punitive and retaliatory.

21 91. The Imposed Contract eliminates this compensation if the training takes
22 place on a day the MBFA member is not scheduled to work. Still, because they cared
23 about gaining new skills and improving ones they already had, many MBFA members
24 were willing to forgo the pay to attend training classes. The Imposed Contract prevents
25 them from even doing that. Plaintiff Firefighters were often unable to attend training
26 classes because the Imposed Contract also eliminates coverage for shifts that conflict
27 with training classes. This places the burden on Plaintiff Firefighters to find another
28



1 employee to cover their shift by “trading” shifts. However, such a trade is only allowed
2 if it does not lead to overtime of any kind. Even more retaliation by Defendants.

3 92. Given the only-one-employee-off-per-day limitation described in
4 Paragraph 73, the severe understaffing of the Department, and the extensive overtime
5 hours MBFA members are already forced to work, it is nearly impossible to trade a
6 shift with another employee without causing overtime. In conjunction with the
7 contractual provision described in the following paragraph, the Imposed Contract
8 makes it unjustifiably burdensome for any Plaintiff Firefighter to attend training
9 classes, develop new skills, develop expertise, pursue teaching roles, and pursue
10 leadership positions. And it does so with no benefit to the public and no rational
11 justification—It is purely punitive.

12 **3) Terms: Prohibits use of vacation time for training**

13 93. The Imposed Contract prohibits firefighters from using their own vacation
14 time to attend training classes. This is clear retaliation since the Imposed Contract
15 already eliminates compensation for training that takes place on days firefighters are
16 not scheduled to work, including vacation time. It neither saves the CITY money nor
17 improves the efficiency, economy, or preparedness of the Department. No other
18 contract with any other bargaining unit in the CITY limits CITY employees’ voluntary
19 use of their vacation time.

20 94. It was already difficult for Plaintiff Firefighters to attend training due to
21 their full schedules, the excessive overtime hours they were forced to cover due to the
22 severe understaffing of the Department, and the sporadic nature of training class
23 offerings. The Imposed Contract makes it even harder for the firefighters to obtain
24 training. As a result of the Imposed Contract, Plaintiff Firefighters have not been able
25 to complete a series of ongoing training classes they started before the Imposed
26 Contract, have dramatically decreased training classes, or have given up attending
27 classes altogether. Many simply stopped pursuing training entirely and most now
28



1 attend a significantly reduced number of training classes per year, if any, compared to
2 before the Imposed Contract.

3 95. While garnering no benefit to the residents and taxpayers of Manhattan
4 Beach, this provision actually impairs the preparedness of the Department and its
5 emergency response services. The imposed terms adversely affect Plaintiff
6 Firefighters' pursuit of job-related training and increased income are a clear
7 demonstration of the Defendants' unlawful motivations to stifle Plaintiff Firefighter's
8 professional development, earnings, benefits, and autonomy for engaging in
9 constitutionally protected association and public expression activities. These provisions
10 provide no benefit to the public, and have no rational justification. They are purely
11 punitive.

12 **4) Terms: Eliminates conversion of three days of accrued sick time to**
13 **vacation time**

14 96. Plaintiff Firefighters were previously permitted to convert three days of
15 unused, accrued sick time to vacation time. Nearly every other bargaining unit in the
16 CITY is permitted to enjoy this benefit. The Imposed Contract prohibits this
17 conversion and forces Plaintiff Firefighters to accept pay for the sick days that they
18 were previously allowed to convert to vacation days. This term makes it more difficult
19 for firefighters to get the time off and for the physical, mental, and emotional rest they
20 need, whilst garnering no savings or other benefit to the CITY. This provision
21 decreases MBFA members' vacation time by three days and results in firefighters
22 working more days of the year than ever before. It serves no purpose but to punish
23 Plaintiff Firefighters for engaging in constitutionally protected association and
24 expression activities. It provides no benefit to the public, and has no rational
25 justification. It is purely punitive.

26 **5) Terms: Eliminates four holiday days off**

27 97. Due to the nature of their profession, firefighters do not always get
28 holidays off. As first responders, firefighters and paramedics work on Labor Day,

1 Thanksgiving, the Fourth of July, and Christmas, for example. To compensate them for
2 this sacrifice, previous contracts gave the firefighters 100 hours (about four days) of
3 holiday leave per year, to be used when their schedules allowed. However, the
4 Imposed Contract eliminates these four days off entirely, forcing MBFA members to
5 instead accept 100 hours of base-rate pay. In other words, a firefighter who must work
6 on Thanksgiving or on Christmas, for example, simply loses that time off. He will get
7 paid but will not get an additional off day to make up for the time they missed with
8 their family.

9 98. Cumulatively, the Imposed Contract takes away seven days that the
10 fighters used to be able to take off, while nearly all other full-time CITY employees
11 still get those days. This is targeted and clear retaliation. Under the Imposed Contract,
12 Plaintiff Firefighters must each work significantly more days of the year for
13 significantly less pay, less rest, less autonomy, and fewer benefits. This provision
14 provides no benefit to the public, and has no rational justification. It is purely punitive.

15 **6) Terms: Eliminates two MBFA positions**

16 99. Before the Imposed Contract, the Department had two positions called
17 Fire Marshal and Fire Inspector, which firefighters could apply for and fill for a limited
18 term. These positions required candidates to complete specified training courses to
19 qualify and involved additional responsibilities in exchange for a 12.5% pay raise and
20 the use of a department vehicle, which included fuel. Firefighters were incentivized to
21 develop new skills, including leadership skills, and build relationships within the
22 community by taking on such roles.

23 100. The Imposed Contract removes both positions, eliminating the
24 firefighters' opportunities to make the additional income, shoulder new
25 responsibilities, and develop professionally. This term not only deprives firefighters of
26 professional development, it also directly decreases MBFA membership and, therefore,
27 MBFA's resources. The provision provides no benefit to the public, and has no rational
28 justification. It is purely punitive.

1 **7) Terms: 40-50% cut in pay raises each rank can earn per year**

2 101. The non-management ranks of the Department are as follows: firefighter,
3 firefighter-paramedic, engineer, and captain. Under MBFA’s previous contracts with
4 the CITY, the pay scale for the firefighter-paramedic rank requires a minimum of four
5 years in the role to reach the maximum pay rate for that rank—the “top pay step.” The
6 Imposed Contract extends that time by 50%, such that it now takes a minimum of *six*
7 years for a firefighter-paramedic to reach the top pay step. For example, before the
8 Imposed Contract, if a firefighter-paramedic who performed well could conceivably
9 receive a 25% raise over four years, he could expect a 6.2% pay increase per year
10 approximately. Under the Imposed Contract, however, that same firefighter-paramedic
11 can receive a maximum raise of only 4.2% each year, or 16.6% over four years—a
12 34% decrease in potential pay increases.

13 102. Similarly, fire engineer-paramedics and captains took a minimum of two
14 years to reach the top pay step. The Imposed Contract doubles that time, such that it
15 now takes at least *four* years to reach the maximum pay step of that rank—a 50%
16 decrease in potential pay increases. The cumulative effect is that MBFA members must
17 work twice as many years to earn the income of their predecessors. The CITY
18 designed these terms to target and harm Plaintiff Firefighters because they engaged in
19 constitutionally protected association activities and public criticism of Defendants’
20 mismanagement of the Department.

21 **8) Terms: Eliminates 5-Hour Block Billing For Film Shoot Services**

22 103. Generally, firefighters must be present when permitted filming occurs in
23 the CITY. To account for the unpredictability of filming schedules and firefighters’
24 time commitment in such circumstances, production companies agreed to contract
25 terms requiring them to pay MBFA members in five-hour blocks. This block-billing
26 ensures that firefighters are fairly compensated when they give up their off day,
27 vacation time, or a full work shift to ensure the safety of filming sites. There is no
28 associated cost to the CITY.



1 104. After the CITY voted to unilaterally enforce the Imposed Contract,
2 MBFA and newly established Chief Lang attempted to renegotiate one of the most
3 oppressive retaliatory terms by increasing the number of Department employees
4 allowed to be on vacation per shift. During that negotiation, MOE and JENKINS
5 discovered the block-billing provision and demanded that MBFA sacrifice it in
6 exchange for a more lenient employees-off-per-shift term, an example of further
7 retaliation by Defendants. As Plaintiffs had no leverage at all at this point, they
8 agreed.¹¹ The elimination of the block-billing provision was incorporated into the
9 Imposed Contract via amendment, also called a “Side Letter.” Forcing Plaintiffs to
10 give up the ability to block-bill for their time overseeing filming activities in the city
11 served no legitimate purpose other than to further retaliate against Plaintiff Firefighters
12 and humiliate and embarrass them for exercising their constitutionally protected First
13 Amendment rights against the CITY’s mismanagement of the Department.

14 **C. Comparison with CITY’s Other Labor Contracts**

15 105. The Imposed Contract removes a number of benefits that almost all other
16 CITY bargaining units have retained in their contracts, while imposing restrictions or
17 burdens that almost all other CITY employees do not have to bear. For example:

- 18 a) All other agreements with the CITY allow employees to convert
19 unused, accrued sick time to vacation time.
- 20 b) Almost all bargaining agreements with the CITY permit conversion
21 of holiday time to vacation time in the event the holiday must be worked. No
22 other contract imposes restrictions on employees’ use of their vacation time,
23 while the Retaliatory Contract prohibits Plaintiff Firefighters from using
24 vacation days to attend training.

25
26
27 _____
28 ¹¹ The elimination of the block-billing was incorporated into the Imposed Contract via amendment, also known as a “Side Letter.”



1 c) Defendants also increased the minimum number of years for each
2 “pay step” of Plaintiffs’ pay schedules while keeping the steps at 3 and 5,
3 respectively for the Police Department, whose labor association MBPOA is most
4 comparable to MBFA.

5 **VII.**

6 **DEFENDANTS CONTINUE TO RETALIATE AGAINST**
7 **PLAINTIFFS AFTER THE IMPOSED CONTRACT**

8 **A. City Refuses MBFA and Plaintiff Firefighters the Benefits and Recruiting**
9 **Incentives It Gave MBPOA**

10 106. In November 2023, MBFA approached the CITY to request an
11 amendment to the Imposed Contract to ensure that MBFA members receive the
12 appropriate amount of bereavement paid time off in compliance with CITY policy.
13 Additionally, due to a greatly reduced number of applicants to the Department, and
14 because MBFA was having difficulty attracting qualified firefighters to the
15 Department, MBFA requested that the CITY agree to amendments to the Imposed
16 Contract to incentivize new recruits. The CITY’s manipulation of the battalion chief
17 compensation package, the dramatic slashes to existing MBFA members’ pay and
18 benefits under the Imposed Contract, as well as a number of cuts that applied only to
19 new hires, such as elimination of the paramedic bonus, had made Department
20 unappealing to qualified candidates. The CITY agreed to give MBFA members the
21 requisite bereavement time off and an additional 10 hours of paid holiday time.

22 107. In the process of ratifying these amendments, Plaintiffs discovered that
23 the CITY had agreed to amend MBPOA’s contract with significantly better terms
24 relating to vacation time and recruitment incentives. For example, the CITY agreed to
25 give MBPOA a one-time bank of 100 hours of paid time off for all sworn officers, a
26 bank of 80 hours of paid time off for all new hires, and vacation accrual rates based on
27 an individual’s years of service at any police department, not just the Manhattan Beach
28 police department. Defendants’ refusal to offer such terms to MBFA and Plaintiff



1 Firefighters or, at least, not slash pay and benefits, illustrates the undeniably retaliatory
2 motives underlying the CITY's acts, including the Imposed Contract.

3 **B. Defendants Retaliate Against Plaintiff Firefighters for Exercising Their**
4 **Rights to Petition the Government**

5 108. On or about February 22, 2024, MBFA informed Chief Lang of its intent
6 to file this complaint and seek redress for the CITY's violation of Plaintiffs' First
7 Amendment rights. Defendants heard the news and moved to retaliate against
8 DESMOND a few weeks later by imposing inappropriately severe discipline for a
9 petty complaint lodged against DESMOND nearly ten months prior. The complaint
10 involved a Manhattan Beach police officer's objection to a derogatory comment
11 DESMOND made about his portliness in reaction to Allard's repeated and unlawful
12 practice of parking his non-electric vehicle in a space designated for only electric
13 vehicles in a police and fire station parking lot. During the CITY's investigation of the
14 complaint, the Officer admitted that (1) he had done this more than once in the past; (2)
15 he did it intentionally to annoy electric vehicle drivers; and (3) DESMOND, who does
16 drive an electric vehicle, had previously asked Allard to stop this unlawful practice.

17 The CITY concluded its investigation of Allard's complaint in September 2023.
18 At the time, Chief Lang informed MBFA that Defendants did not intend to impose any
19 discipline other than a reprimand upon DESMOND, whose 25-year record at the
20 Department does not have one complaint or incidence of discipline in it. Nonetheless,
21 after learning that MBFA and Plaintiff Firefighters intended to seek redress in court for
22 Defendants' unlawful retaliation against Plaintiffs, Defendants sought for a way to
23 retaliate against DESMOND for his participation therewith. Defendants' belated
24 imposition of disproportionately severe discipline, amounting to a \$7,000-\$10,000
25 reduction in pay, is clear evidence of Defendants' retaliatory motive to punish MBFA
26 and DESMOND for exercising their constitutional rights to associate, speak publicly
27 upon matters of public concern, and petition the government for grievances.
28



1 As a result of Defendants' retaliation, MBFA must expend its attention, energy,
2 and resources, including money on attorneys' fees, to defend DESMOND against the
3 CITY's unfair and illegal actions.

4 **C. Defendants' Retaliation Harms Fire Captain DESMOND**

5 109. DESMOND has been a Manhattan Beach firefighter and paramedic since
6 1999 and resides in California with his wife and children. He is an MBFA member and
7 served on MBFA's executive board for years. Defendants retaliated against him for
8 exercising his First Amendment rights, including, but not limited to for his support to
9 publicly announce the Vote of No Confidence, his participation in MBFA's efforts to
10 publicize the CITY's mismanagement of the Department, and his own public
11 statements regarding Defendant's mismanagement of the Department.

12 110. DESMOND actively participated in MBFA's contract negotiations team
13 during the years leading up to the Imposed Contract. He contributed to MBFA's
14 public discourse to expose Defendants' mismanagement of the Department. For
15 example, he canvassed Manhattan Beach neighborhoods; spoke directly to hundreds of
16 Manhattan Beach residents; passed out fliers, lawn signs, and/or door hangers; spoke at
17 numerous meetings with Manhattan Beach residents, community leader, and business
18 owners; and gave statements and interviews to the press. He was quoted in published
19 articles on the topic of MBFA's campaign to improve conditions and management of
20 the Department. DESMOND authored emails and messages or posts on social media
21 platforms to educate the public about understaffing, diminishing resources, and forced
22 overtime facing the Department. He personally responded to comments from members
23 of the public on social media regarding these issues.

24 111. DESMOND accompanied Plaintiff Firefighters to CITY Council meetings
25 when they delivered spoke out regarding the negative impact of the CITY's poor
26 management and imposed contract upon the Department and public safety. He made
27 public statements about the issues at CITY council meetings as well. He is one of the
28 longest standing veterans of the Department. He believed his association activities and



1 public statements on the topic of Department management to be constitutionally
2 protected, so he vigorously advocated for change and sought public support for the
3 cause.

4 112. As a consequence, Defendants unlawfully targeted DESMOND and
5 retaliated against him for engaging in these protected activities by, *inter alia*, (1)
6 failing to investigate or address HR complaints against Management Staff; (2) ratifying
7 the retaliatory acts of Espinosa's Battalion Chiefs; (3) repeatedly failing to implement
8 updated resources or technologies for the Department; (4) failing to adequately staff
9 the Department, resulting in excessive overtime hours to Plaintiff Firefighters; (5)
10 refusing to institute internal promotions in a timely manner, thereby failing to establish
11 adequate supervision and leadership in the Department; (6) slashing the battalion
12 chiefs' compensation package and increasing battalion chiefs' minimum education
13 requirements; (7) refusing, repeatedly, to remedy the problem; (8) making unfavorable
14 and untrue statements about Plaintiff Firefighters to Chief Lang, encouraging him to
15 have a distrusting and negative view of Plaintiffs; (9) hiring outside candidates instead
16 of qualified internal candidates for the battalion chief positions when there were
17 qualified internal candidates; (10) preventing DESMOND's promotion into a battalion
18 chief position in or around September 2022; (11) refusing to negotiate in good faith
19 regarding MBFA's labor contract; (12) refusing to take into account the results of the
20 independent salary survey, factfinding report, and petitions signed by Manhattan Beach
21 residents; (13) imposing the retaliatory terms of the Imposed Contract; and (14) after
22 learning of Plaintiffs' intent to file this suit, imposing upon DESMOND
23 inappropriately severe disciplinary measures for a petty complaint that was
24 investigated and resolved nearly 10 months prior.

25 113. Defendants specifically deprived DESMOND of the battalion chief
26 promotion he rightfully deserved and was qualified for, a promotion that would have
27 significantly benefited the Department. Consequently, it is highly unlikely DESMOND
28 will have an opportunity to pursue the position of fire chief, whereas he would have

1 had such opportunity had he timely received the battalion chief promotion, causing
2 substantial monetary losses in pay and retirement.

3 114. Moreover, after learning that Plaintiff Firefighters intended to file this
4 lawsuit, Defendants further retaliated against DESMOND for his participation in
5 seeking redress from the government for the CITY's violations of his First Amendment
6 rights: Despite the fact that the CITY had determined more than six months ago that
7 Allard's allegations did not warrant any discipline other than a written reprimand, in
8 April 2024 Defendants suddenly decided to impose upon DESMOND a \$7,000-
9 \$10,000 pay reduction. This proposed discipline evidences Defendants' transparent
10 motive to retaliate against DESMOND, especially in view of the facts that imposition
11 of discipline are very rare in the Department and the 25-year Department veteran has
12 no history of complaints or discipline.

13 115. The CITY's Imposed Contract deprived DESMOND of seven days of
14 time off, the freedom to attend training on vacation days, and the opportunity to take
15 the Fire Inspector or Fire Marshall position, with its associated increased pay, benefits,
16 and professional development opportunities.

17 116. As a result of Defendants' illegal retaliation against Plaintiffs for
18 exercising his First Amendment rights, DESMOND suffered significant economic and
19 non-economic damages, including lost wages, lost overtime pay, lost benefits, lost
20 training classes, lost promotions, lost autonomy over his time off, increased association
21 dues, and lost professional opportunities he would have earned or acquired but for
22 Defendants' unlawful acts.

23 117. Finally, DESMOND's professional and home life and personal
24 relationships were significantly adversely impacted by Defendants' unlawful,
25 retaliatory acts. Due to the forced overtime, understaffing, decreased vacation days,
26 limitation on conversion of holiday time, and time-off limitations of the Imposed
27 Contract, DESMOND had to work an excessive number of overtime hours and could
28 not use his vacation time as he wished. As a result, he could not share in the important

1 life events of his family, friends, and community for several years. DESMOND was
2 unable to be as present and active in the lives of his loved ones as he would have been
3 if not for Defendants' retaliatory acts. That time and those moments are irrecoverable.
4 DESMOND would have been much happier with much fewer overtime hours in
5 exchange for a fully staffed Department, fair promotional and hiring practices,
6 reasonable opportunity to take training classes, and more time with his wife, child, and
7 community.

8 118. Any reasonable employee in DESMOND's position would have found
9 Defendants' adverse employment actions materially adverse in that Defendants'
10 actions would have dissuaded a reasonable employee from engaging in the protected
11 activities at issue. Once enthusiastic about his job and eager to improve the
12 Department, DESMOND withdrew completely from the MBFA executive board after
13 the Imposed Contract and did not attempt to assume a leadership position again.
14 DESMOND suffered and continues to suffer mental and emotional distress,
15 humiliation, anxiety, embarrassment, and discomfort due to Defendants' unlawful
16 retaliatory acts.

17 **D. Defendants' Retaliation Harms Fire Engineer FAIRBROTHER**

18 119. FAIRBROTHER has been a Manhattan Beach firefighter and paramedic
19 since 1997. He resides in California with his wife and two children. He is an MBFA
20 member and has served on MBFA's executive board. Defendants retaliated against
21 FAIRBROTHER for his support to publicly announce the Vote of No Confidence, his
22 participation in MBFA's political activity, and his own public statements regarding
23 Defendant's mismanagement of the Department.

24 120. FAIRBROTHER actively participated in MBFA's public communication
25 efforts to expose Defendants' mismanagement of the Department. For example, he
26 canvassed Manhattan Beach neighborhoods; spoke directly to hundreds of Manhattan
27 Beach residents; passed out fliers, lawn signs, and/or door hangers; spoke at meetings
28 with community leaders and business owners; and gave interviews or statements to the



1 press and public figures. FAIRBROTHER also participated in contract negotiations
2 and advocated for better management of the Department with direct communications to
3 CITY councilmembers and CITY employees. FAIRBROTHER accompanied Plaintiff
4 Firefighters to CITY Council meetings when they delivered prepared speeches or
5 statements regarding the negative impact of the CITY's poor management and imposed
6 contract upon the Department and public safety. He made public statements about the
7 issues at CITY council meetings.

8 121. FAIRBROTHER believed his association activities and public statements
9 on the topic of Department management were constitutionally protected expression, so
10 he advocated for firefighters often and passionately. Like other Plaintiff Firefighters,
11 he genuinely wanted what was best for the Department in terms of leadership, staffing,
12 resources, and preparedness to do their jobs.

13 122. As a consequence, Defendants unlawfully targeted FAIRBROTHER and
14 retaliated against him for engaged in these protected activities by, *inter alia*, (1) failing
15 to investigate or address HR complaints against Management Staff; (2) ratifying the
16 retaliatory acts of Espinosa's Battalion Chiefs; (3) failing to implement updated
17 resources or technologies for the Department; (4) failing to adequately staff the
18 Department, resulting in excessive overtime hours to Plaintiff Firefighters; (5) refusing
19 to institute internal promotions in a timely manner, thereby failing to establish
20 adequate supervision and leadership in the Department; (6) slashing the battalion
21 chiefs' compensation package and increasing battalion chief minimum education
22 requirements; (7) making untrue and untrue and disparaging statements about Plaintiff
23 Firefighters to Chief Lang, encouraging him to have a distrusting and negative view of
24 Plaintiffs; (8) hiring outside candidates instead of qualified internal candidates for the
25 battalion chief positions when internal candidates were well-qualified; (9) refusing to
26 negotiate in good faith regarding MBFA's labor contract; (10) refusing to take into
27 account the results of the independent salary survey, factfinding report, or petitions
28



1 signed by Manhattan Beach residents; and (11) imposing the retaliatory terms of the
2 Imposed Contract.

3 123. Specifically, Defendants denied FAIRBROTHER training he requested
4 while granting other firefighters, who did not speak publicly and exercise their First
5 Amendment rights, whatever training classes they wanted. This prevented
6 FAIRBROTHER from being able to qualify for and accept an offer he received to
7 serve as a fire instructor in an ocean rescue course.

8 124. The CITY's Imposed Contract deprived FAIRBROTHER of seven days
9 of paid time off, the freedom to attend training on vacation days, and the opportunity to
10 take the Fire Inspector or Fire Marshall position, with its associated increased pay,
11 benefits, and professional development opportunities. With the expectation that he
12 would be able to pursue the fire inspector at a later date, FAIRBROTHER specifically
13 withdrew his candidacy for the position so that another MBFA member who was closer
14 to retirement could take it during the term directly prior to the Imposed Contract. Now,
15 FAIRBROTHER will never get the opportunity to do so. Moreover,
16 FAIRBROTHER's opportunity for pay raises has been halved as compared to before
17 the Imposed Contract, such that he can expect approximately half of the wage
18 increases of his predecessors for the same years worked.

19 125. As a result of Defendants' illegal retaliation against Plaintiffs,
20 FAIRBROTHER suffered significant economic and non-economic damages, including
21 lost wages, lost overtime pay, lost benefits, lost training classes, lost autonomy over his
22 time off, increased association dues, and lost professional opportunities he would have
23 earned or acquired but for Defendants' unlawful acts.

24 126. Finally, FAIRBROTHER's professional and home life and personal
25 relationships were significantly and adversely impacted by Defendants' unlawful,
26 retaliatory acts. Due to the forced overtime, understaffing, decreased vacation days,
27 limitation on conversion of holiday time, and time-off limitations of the Imposed
28 Contract, FAIRBROTHER had to work an excessive number of overtime hours and



1 could not use his vacation time as he wished. As a result, he could not share in the
2 important life events of his family, friends, and community for several years.
3 FAIRBROTHER was unable to be as present and active in the lives of his family as he
4 would have been if not for Defendants' retaliatory acts. That time and those moments
5 are irrecoverable. FAIRBROTHER would have been much happier with much fewer
6 overtime hours in exchange for a fully staffed Department, fair promotional and hiring
7 practices, reasonable opportunity to take training classes, and more time with his wife,
8 child, and community.

9 127. Any reasonable employee in FAIRBROTHER's position would have
10 found Defendants' and retaliatory employment actions materially adverse in that
11 Defendants' actions would have dissuaded a reasonable employee from engaging in the
12 protected activities at issue. Discouraged by Defendants' retaliatory acts against him
13 and MBFA and disillusioned poor leadership (or lack thereof) in the Department,
14 FAIRBROTHER opted out of the 2019 promotional exam for the captain rank and
15 thereby relinquished pay he would have received as an acting captain. After the
16 Imposed Contract, FAIRBROTHER was discouraged and withdrew from the MBFA
17 executive board. He believed Defendants targeted him and thereafter substantially
18 reduced all of his association and expression activities that he previously engaged in to
19 advocate for better management of the Department and public safety. While had placed
20 as high as 2nd on past exams, a disillusioned FAIRBROTHER put forth none of the
21 effort he had in previous years and placed 7th on the 2022 captains' exam. He also
22 stopped requesting permission for training classes because Defendants would never
23 permit him to attend any due to their retaliatory motives. Once eager to contribute to
24 and improve the Department, Defendants' unlawful acts created barriers in
25 FAIRBROTHER's career trajectory and snuffed out his ambitions to develop as a
26 leader for the Department.

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1 128. FAIRBROTHER suffered and continues to suffer mental and emotional
2 distress, humiliation, anxiety, embarrassment, and discomfort due to Defendants'
3 unlawful retaliatory acts.

4 **E. Defendants' Retaliation Harms Fire Captain FALLS**

5 129. FALLS has been a Manhattan Beach firefighter and paramedic since 2009
6 and resides in California with his wife and two children. FALLS is a member of
7 MBFA's Executive Board, and Defendants retaliated against him for his support to
8 publicly announce the Vote of No Confidence, his participation in MBFA's political
9 activity, and his own public statements regarding Defendant's mismanagement of the
10 Department.

11 130. FALLS has been on MBFA's contract negotiations team since 2013 and
12 heavily contributed to MBFA's efforts to publicly expose Defendants' mismanagement
13 of the Department. For example, he canvassed Manhattan Beach neighborhoods; spoke
14 directly to hundreds of Manhattan Beach residents; passed out fliers, lawn signs, and/or
15 door hangers; spoke at numerous meetings with Manhattan Beach residents,
16 community leaders, and business owners; and gave interviews to the press. FALLS
17 was also one of the principle MBFA members who ran MBFA's social media
18 campaign to create public awareness of the CITY's mismanagement of the
19 Department.

20 131. He made public statements of his own on his personal social media
21 accounts and engaged with Manhattan Beach residents and community members
22 regarding the issues. FALLS accompanied Plaintiff Firefighters to CITY Council
23 meetings when they spoke publicly regarding the adverse impact of the CITY's poor
24 management and imposed contract upon the Department and public safety. He
25 prepared and made public statements of his own about the issues at CITY council
26 meetings as well. Like other Plaintiff Firefighters, FALLS genuinely wanted what was
27 best for the Department in terms of leadership, staffing, resources, and preparedness to
28 do their jobs. He believed his association activities and public statements on the topic



1 of Department management were protected, so he vigorously advocated for change and
2 sought public support for the cause.

3 132. As a consequence, Defendants unlawfully targeted FALLS and retaliated
4 against him for engaged in these protected activities by, *inter alia*, (1) failing to
5 investigate or address HR complaints against Management Staff; (2) ratifying the
6 retaliatory acts of Espinosa's Battalion Chiefs; (3) failing to implement updated
7 resources or technologies for the Department; (4) failing to adequately staff the
8 Department, resulting in excessive overtime hours to Plaintiff Firefighters; (5) refusing
9 to institute internal promotions in a timely manner, thereby failing to establish
10 adequate supervision and leadership in the Department; (6) slashing the battalion chief
11 compensation package and increasing battalion chief minimum education
12 requirements; (7) making untrue and disparaging statements about Plaintiff Firefighters
13 to Chief Lang, encouraging him to have a distrusting and negative view of Plaintiffs;
14 (8) hiring outside candidates instead of qualified internal candidates for the battalion
15 chief positions; (9) refusing to negotiate in good faith regarding MBFA's labor
16 contract; (10) refusing to take into account the results of the independent salary survey,
17 factfinding report, or petitions signed by Manhattan Beach residents; and (11)
18 imposing the retaliatory terms of the Imposed Contract.

19 133. The CITY's Imposed Contract deprived FALLS of seven days of time off,
20 the freedom to attend training on vacation days, and the opportunity to take the Fire
21 Inspector or Fire Marshall position, with its associated increased pay, benefits, and
22 professional development opportunities. Moreover, FALLS's opportunity for pay
23 raises has been halved as compared to before the Imposed Contract, such that he can
24 expect approximately half of the wage increases of his predecessors during the same
25 number of years worked.

26 134. As a result of Defendants' illegal retaliation against Plaintiffs, FALLS
27 suffered significant economic and non-economic damages, including lost wages, lost
28 overtime pay, lost benefits, lost training classes, lost promotions, lost autonomy over

1 his time off, increased association dues, and lost professional opportunities he would
2 have earned or acquired but for Defendants’ unlawful acts.

3 135. Finally, FALLS’s professional and home life and personal relationships
4 were significantly and adversely impacted by Defendants’ unlawful, retaliatory acts.
5 Due to the forced overtime, understaffing, decreased vacation days, limitation on
6 conversion of holiday time, and time-off limitations of the Imposed Contract, FALLS
7 had to work an excessive number of overtime hours and could not use his vacation
8 time as he wished. As a result, he could not share in the important life events of his
9 family, friends, and community for several years. FALLS was unable to be as present
10 and active in the lives of his loved ones as he would have been if not for Defendants’
11 retaliatory acts. That time and those moments are irrecoverable—a source of great grief
12 and regret to him and his family, to this day. FALLS would have been much happier
13 with much fewer overtime hours in exchange for a fully staffed Department, fair
14 promotional and hiring practices, reasonable opportunity to take training classes, and
15 more time with his wife, children, and community.

16 136. Any reasonable employee in FALLS’s position would have found
17 Defendants’ adverse and retaliatory employment actions materially adverse in that
18 Defendants’ actions would have dissuaded a reasonable employee from engaging in the
19 protected activities at issue. Once enthusiastic about his job and eager to improve the
20 Department, FALLS was demoralized and disillusioned by Defendants’ unlawful
21 retaliation against him for exercising his rights. Being an active member of the MBFA
22 board caused him to be targeted, ultimately creating barriers in his career trajectory and
23 deflating his goals to develop as a leader for the Department.

24 137. FALLS suffered and continues to suffer mental and emotional distress,
25 humiliation, anxiety, embarrassment, and discomfort due to Defendants’ unlawful
26 retaliatory acts.

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1 **F. Defendants’ Retaliation Harms Firefighter-Paramedic FUJIMOTO**

2 138. FUJIMOTO has been a Manhattan Beach firefighter, paramedic, and
3 MBFA member since 2012 and resides in California with his wife. Defendants
4 retaliated against FUJIMOTO for his support to publicly announce the Vote of No
5 Confidence, the public statements he made concerning Defendants’ mismanagement of
6 the Department, and his participation in MBFA’s efforts to publicize the CITY’s
7 mismanagement.

8 139. FUJIMOTO actively participated in MBFA’s campaign to expose
9 Defendants’ mismanagement of the Department. For example, he canvassed Manhattan
10 Beach neighborhoods; spoke directly to hundreds of Manhattan Beach residents;
11 passed out fliers, lawn signs, or door hangers; and distributed T-shirts showing support
12 for the Department’s cause. FUJIMOTO also attended CITY Council meetings in
13 solidarity and agreement with Plaintiff Firefighters when they delivered prepared
14 speeches or statements regarding the negative impact of the CITY’s poor management
15 and imposed contract upon the Department and public safety.

16 140. Like other Plaintiff Firefighters, FUJIMOTO genuinely wanted what was
17 best for the Department in terms of leadership, staffing, resources, and preparedness to
18 do their jobs. He believed his association activities and public statements on the topic
19 of Department management to be constitutionally protected, so he vigorously
20 advocated for change and sought public support for the cause.

21 141. As a consequence, Defendants unlawfully targeted him and retaliated
22 against him for engaged in these protected activities by, *inter alia*, (1) failing to
23 investigate or address HR complaints against Management Staff; (2) ratifying the
24 retaliatory acts of Espinosa’s Battalion Chiefs; (3) failing to implement updated
25 resources or technologies for the Department; (4) failing to adequately staff the
26 Department, resulting in excessive overtime hours to Plaintiff Firefighters; (5) refusing
27 to institute internal promotions in a timely manner, thereby failing to establish
28 adequate supervision and leadership in the Department; (6) slashing the battalion chief



1 compensation package and increasing battalion chief minimum education criteria; (7)
2 making untrue and untrue and disparaging statements about Plaintiff Firefighters to
3 Chief Lang, encouraging him to have a distrusting and negative view of Plaintiffs; (8)
4 hiring outside candidates instead of qualified internal candidates for the battalion chief
5 positions; (9) refusing to negotiate in good faith regarding MBFA's labor contract; (10)
6 refusing to take into account the results of the independent salary survey, factfinding
7 report, or petitions signed by Manhattan Beach residents; and (11) imposing the
8 retaliatory terms of the Imposed Contract.

9 142. Defendants also retaliated against FUJIMOTO by enforcing the Imposed
10 Contract. Defendants deprived FUJIMOTO of seven days of paid time off, the freedom
11 to attend training on vacation days, and the opportunity to take the Fire Inspector or
12 Fire Marshall position, with its associated increased pay, benefits, and professional
13 development opportunities. Moreover, FUJIMOTO's opportunity for pay raises has
14 been halved as compared to before the Imposed Contract, such that he can expect
15 approximately half of the wage increases of his predecessors for the same years
16 worked. As a result of Defendants' illegal retaliation against Plaintiffs, FUJIMOTO
17 significant economic and non-economic damages, including lost wages, lost overtime
18 pay, lost benefits, lost training classes, lost promotions, lost autonomy over his time
19 off, increased association dues, and lost professional opportunities he would have
20 earned or acquired but for Defendants' unlawful acts.

21 143. Finally, FUJIMOTO's professional and home life and personal
22 relationships were significantly and negatively impacted by Defendants' unlawful,
23 retaliatory acts. Due to the forced overtime, understaffing, decreased vacation days,
24 limitation on conversion of holiday time, and time-off limitations of the Imposed
25 Contract, FUJIMOTO had to work an excessive number of overtime hours and could
26 not use his vacation time as he wished. As a result, he could not share in the important
27 life events of his family, friends, and community for several years. FUJIMOTO was
28 unable to be as present and active in the lives of his loved ones as he would have been

1 if not for Defendants' retaliatory acts. That time and those moments are irrecoverable.
2 FUJIMOTO would have been much happier with much fewer overtime hours in
3 exchange for a fully staffed Department, fair promotional and hiring practices,
4 reasonable opportunity to take training classes, and more time with his family and
5 community.

6 144. Any reasonable employee in FUJIMOTO's position would have found
7 Defendants' adverse employment actions materially adverse in that Defendants'
8 actions would have dissuaded a reasonable employee from engaging in the protected
9 activities at issue. FUJIMOTO has intentionally avoided serving on MBFA's executive
10 board because he does not wish to be targeted further.

11 145. FUJIMOTO suffered and continues to suffer mental and emotional
12 distress, humiliation, anxiety, embarrassment, and discomfort due to Defendants'
13 unlawful retaliatory acts.

14 **G. Defendants' Retaliation Harms Firefighter-Paramedic GRAFTON**

15 146. GRAFTON has been a Manhattan Beach firefighter and paramedic since
16 2015 and resides in California with his wife and son. GRAFTON is a member of
17 MBFA's executive board. Defendants retaliated against him for his support to publicly
18 announce the Vote of No Confidence, his participation in MBFA's efforts to publicize
19 the CITY's mismanagement of the Department, and his own public statements
20 regarding Defendant's mismanagement.

21 147. GRAFTON was heavily involved in MBFA's campaign to expose
22 Defendants' mismanagement of the Department. For example, he canvassed Manhattan
23 Beach neighborhoods; spoke directly to hundreds of Manhattan Beach residents;
24 passed out fliers, lawn signs, and/or door hangers; spoke at meetings with community
25 leaders and business owners; and gave interviews to the press.

26 148. GRAFTON was one of the principle MBFA members who created and
27 released hundreds of public social media posts and responses to increase public
28 awareness of the CITY's mismanagement of and retaliation against the Department. In

1 solidarity, he accompanied Plaintiff Firefighters to CITY Council meetings when they
2 spoke out about the adverse impact of the CITY's poor management and imposed
3 contract upon the Department and public safety. GRAFTON made public statements of
4 his own about the issues at CITY council meetings, made numerous posts on his
5 personal social media accounts, and created a banner to fly on a local business owner's
6 building to bring awareness to the issue. Like other Plaintiff Firefighters, GRAFTON
7 genuinely wanted what was best for the Department in terms of leadership, staffing,
8 resources, and preparedness to do their jobs. He believed his association activities and
9 public communications on the topic of Department management was protected and that
10 his cause was righteous, so he vigorously advocated for change and sought public
11 support.

12 149. As a consequence, Defendants unlawfully targeted GRAFTON and
13 retaliated against him for engaged in these protected activities by, *inter alia*, (1) failing
14 to investigate or address HR complaints against Management Staff; (2) ratifying the
15 retaliatory acts of Espinosa's Battalion Chiefs; (3) failing to implement updated
16 resources or technologies for the Department; (4) failing to adequately staff the
17 Department, resulting in excessive overtime hours to Plaintiff Firefighters; (5) refusing
18 to institute internal promotions in a timely manner, thereby failing to establish
19 adequate supervision and leadership in the Department; (6) slashing the battalion chief
20 compensation package and increasing battalion chief minimum education criteria; (7)
21 making false and disparaging statements about Plaintiff Firefighters to Chief Lang,
22 encouraging him to have a distrusting and negative view of Plaintiffs; (8) hiring
23 outside candidates instead of qualified internal candidates for the battalion chief
24 positions; (9) refusing to negotiate in good faith regarding MBFA's labor contract; (10)
25 refusing to take into account the results of the independent salary survey, factfinding
26 report, or petitions signed by Manhattan Beach residents; and (11) imposing the
27 retaliatory terms of the Imposed Contract.



1 150. The CITY's Imposed Contract deprived GRAFTON of seven days of time
2 off, the freedom to attend training on vacation days, and the opportunity to take the
3 Fire Inspector or Fire Marshall position, with its associated increased pay, benefits, and
4 professional development opportunities. Moreover, GRAFTON's opportunity for pay
5 raises has been halved as compared to before the Imposed Contract, such that he can
6 expect approximately half of the wage increases of his predecessors for the same years
7 worked.

8 151. As a result of Defendants' illegal retaliation against Plaintiffs, GRAFTON
9 suffered significant economic and non-economic damages, including lost wages, lost
10 overtime pay, lost benefits, lost training classes, lost promotions, lost autonomy over
11 his time off, increased association dues, and lost professional opportunities he would
12 have earned or acquired but for Defendants' unlawful acts.

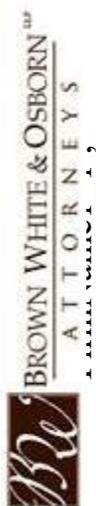
13 152. Finally, GRAFTON's professional and home life and personal
14 relationships were significantly and adversely impacted by Defendants' unlawful,
15 retaliatory acts. Due to the forced overtime, understaffing, decreased vacation days,
16 limitation on conversion of holiday time, and time-off limitations of the Imposed
17 Contract, GRAFTON had to work an excessive number of overtime hours and could
18 not use his vacation time as he wished. As a result, he could not share in the important
19 life events of his family, friends, and community for several years. GRAFTON was
20 unable to be as present and active in the lives of his loved ones as he would have been
21 if not for Defendants' retaliatory acts. That time and those moments are irrecoverable.
22 GRAFTON would have been much happier with much fewer overtime hours in
23 exchange for a fully staffed Department, fair promotional and hiring practices,
24 reasonable opportunity to take training classes, and more time with his wife, son, and
25 community.

26 153. After the Imposed Contract, Defendants continued to retaliate against
27 GRAFTON by depriving him of the recognition he earned and deserved to receive
28 from his community. Every year, the Rotary Club of Manhattan Beach recognizes as

1 “Firefighter/Paramedic of the Year” a Manhattan Beach firefighter, who is voted for
2 the award by his peers in the Department. The Rotary Club president presents the
3 award to the firefighter, who also receives gift card valued at approximately \$500 and
4 whose photo and mini biography is shared on the Rotary Club’s social media accounts.
5 It is an honor for a firefighter to receive this kind of recognition from his colleagues
6 and community. In 2023, GRAFTON was the MBFA member who was voted for the
7 award by Department employees. GRAFTON was happy to accept the award but did
8 not wish to attend a CITY council meeting for that purpose, as he had no desire to fake
9 a smile and function as if Defendants had not been oppressing and unlawfully
10 retaliating against him, MBFA, and other Plaintiff Firefighters for the last several
11 years.

12 154. Defendants directed Chief Lang to tell GRAFTON that making a public
13 appearance at a CITY council meeting was a requirement of the award, which is false.
14 The Rotary Club is not affiliated with the CITY and makes no such requirement of its
15 honorees. Because GRAFTON refused to make a public display of goodwill toward the
16 CITY, Defendants directed Chief Lang to deprive GRAFTON of the recognition he
17 had earned as Firefighter of the Year and give it to someone who was willing to bend
18 to the CITY’s will. Pressed by his employer, Chief Lang took the award away from
19 GRAFTON and gave it to another firefighter instead. As a result of Defendants’
20 retaliation, GRAFTON received none of the acknowledgement or benefits his
21 community wished to bestow upon him for his service to the city.

22 155. Any reasonable employee in GRAFTON’s position would have found
23 Defendants’ adverse employment actions materially adverse in that Defendants’
24 actions would have dissuaded a reasonable employee from engaging in the protected
25 activities at issue. GRAFTON suffered and continues to suffer mental and emotional
26 distress, humiliation, anxiety, embarrassment, and discomfort due to Defendants’
27 unlawful retaliatory acts.
28



1 **H. Defendants’ Retaliation Harms Firefighter-Paramedic Captain HECK**

2 156. HECK has been a Manhattan Beach firefighter and paramedic since 2016
3 and resides in California with his wife and two children. As of January 2024, HECK is
4 the MBFA president, and Defendants retaliated against him for his support to publicly
5 announce the Vote of No Confidence, his participation in MBFA’s efforts to publicize
6 the CITY’s mismanagement of the Department, and his own public statements
7 regarding Defendant’s mismanagement.

8 157. HECK has been part of the MBFA board and MBFA’s contract
9 negotiating team for many years. He was heavily involved in MBFA’s campaign to
10 expose Defendants’ mismanagement of the Department. For example, he canvassed
11 Manhattan Beach neighborhoods; spoke directly to hundreds of Manhattan Beach
12 residents; passed out fliers, lawn signs, and/or door hangers to the public; and assisted
13 in managing MBFA’s social media communications. HECK accompanied Plaintiff
14 Firefighters to CITY Council meetings when they spoke out regarding the adverse
15 impact of the CITY’s poor management and imposed contract upon the Department
16 and public safety. He made public statements about the issues at CITY council
17 meetings as well.

18 158. Like other Plaintiff Firefighters, HECK genuinely wanted what was best
19 for the Department in terms of leadership, staffing, resources, and preparedness to do
20 their jobs. HECK believed his association activities and public statements on the topic
21 of Department management to be constitutionally protected, so he vigorously
22 advocated for change and sought public support for the cause.

23 159. As a consequence, Defendants unlawfully targeted HECK and retaliated
24 against him for engaged in these protected activities by, *inter alia*, (1) failing to
25 investigate or address HR complaints against Management Staff; (2) ratifying the
26 retaliatory acts of Espinosa’s Battalion Chiefs; (3) failing to implement updated
27 resources or technologies for the Department; (4) failing to adequately staff the
28 Department, resulting in excessive overtime hours to Plaintiff Firefighters; (5) refusing



1 to institute internal promotions in a timely manner, thereby failing to establish
2 adequate supervision and leadership in the Department; (6) slashing the battalion chief
3 compensation package and increasing battalion chief minimum education criteria; (7)
4 making untrue and disparaging statements about Plaintiff Firefighters to Chief Lang,
5 encouraging him to have a distrusting and negative view of Plaintiffs; (8) hiring
6 outside candidates instead of qualified internal candidates for the battalion chief
7 positions; (9) refusing to negotiate in good faith regarding MBFA's labor contract; (10)
8 refusing to take into account the results of the independent salary survey, factfinding
9 report, or petitions signed by Manhattan Beach residents; and (11) imposing the
10 retaliatory terms of the Imposed Contract.

11 160. Through the CITY's Imposed Contract, Defendants deprived HECK of
12 seven days of time off, the freedom to attend training on vacation days, and the
13 opportunity to take the Fire Inspector or Fire Marshall position, with its associated
14 increased pay, benefits, and professional development opportunities. Moreover,
15 HECK's opportunity for pay raises has been halved as compared to before the Imposed
16 Contract, such that he can expect approximately half of the wage increases of his
17 predecessors for the same years worked.

18 161. As a result of Defendants' illegal retaliation against Plaintiffs, HECK
19 suffered significant economic and non-economic damages, including lost wages, lost
20 overtime pay, lost benefits, lost training classes, lost promotions, lost autonomy over
21 his time off, increased association dues, and lost professional opportunities he would
22 have earned or acquired but for Defendants' unlawful acts.

23 162. Finally, HECK's professional and home life and personal relationships
24 were significantly and negatively impacted by Defendants' unlawful, retaliatory acts.
25 Due to the forced overtime, understaffing, decreased vacation days, limitation on
26 conversion of holiday time, and time-off limitations of the Imposed Contract, HECK
27 had to work an excessive number of overtime hours and could not use his vacation
28 time as he wished. As a result, he could not share in the important life events of his



1 family, friends, and community for several years. HECK was unable to be as present
2 and active in the lives of his loved ones as he would have been if not for Defendants'
3 retaliatory acts. That time and those moments are irrecoverable. HECK would have
4 been much happier with much fewer overtime hours in exchange for a fully staffed
5 Department, fair promotional and hiring practices, reasonable opportunity to take
6 training classes, and more time with his wife, children, and community.

7 163. Defendants directed Chief Lang to tell GRAFTON that making a public
8 appearance at a CITY council meeting was a requirement of the award, which is false.
9 The Rotary Club is not affiliated with the CITY and makes no such requirement of its
10 honorees. Because GRAFTON refused to make a public display of goodwill toward the
11 CITY, Defendants directed Chief Lang to deprive GRAFTON of the recognition he
12 had earned as Firefighter of the Year and give it to someone who was willing to bend
13 to the CITY's will. Pressed by his employer, Chief Lang took the award away from
14 GRAFTON and gave it to Dulmage instead. As a result of Defendants' retaliation,
15 GRAFTON received none of the acknowledgement or benefits his community wished
16 to bestow upon him for his service to the city.

17 164. Any reasonable employee in HECK's position would have found
18 Defendants' adverse employment actions materially adverse in that Defendants'
19 actions would have dissuaded a reasonable employee from engaging in the protected
20 activities at issue. HECK suffered and continues to suffer mental and emotional
21 distress, humiliation, anxiety, embarrassment, and discomfort due to Defendants'
22 unlawful retaliatory acts.

23 **I. Defendants' Retaliation Harms Firefighter-Paramedic JACOBSON**

24 165. JACOBSON has been a Manhattan Beach firefighter and paramedic since
25 2017 and resides in California with his wife and three children. JACOBSON is an
26 MBFA member and has served on the MBFA executive board. Defendants retaliated
27 against JACOBSON for his participation in MBFA's political activity, and his own
28 public statements regarding Defendant's mismanagement of the Department.



1 166. JACOBSON served on MBFA’s contract negotiations team during the
2 period leading up to the Imposed Contract and heavily contributed to MBFA’s
3 campaign to increase public awareness of the CITY’s mismanagement of the
4 Department. For example, he canvassed Manhattan Beach neighborhoods; spoke
5 directly to hundreds of Manhattan Beach residents; passed out fliers, lawn signs, and/or
6 door hangers; spoke at community meetings; and gave interviews to the press.

7 167. JACOBSON attended CITY council meetings in solidarity and agreement
8 with Plaintiff Firefighters when they delivered prepared speeches or statements
9 regarding the negative impact of the CITY’s poor management and imposed contract
10 upon the Department and public safety. JACOBSON also made public statements of
11 his own at such meetings on the same topics.

12 168. Like other Plaintiff Firefighters, JACOBSON genuinely wanted what was
13 best for the Department in terms of leadership, staffing, resources, and preparedness to
14 do their jobs. He believed his association activities and public statements on the topic
15 of Department management to be constitutionally protected, so he vigorously
16 advocated for change and sought public support for the cause.

17 169. As a consequence, Defendants unlawfully targeted JACOBSON and
18 retaliated against him for engaged in these protected activities by, *inter alia*, (1) failing
19 to investigate or address HR complaints against Management Staff; (2) ratifying the
20 retaliatory acts of Espinosa’s Battalion Chiefs; (3) failing to implement updated
21 resources or technologies for the Department; (4) failing to adequately staff the
22 Department, resulting in excessive overtime hours to Plaintiff Firefighters; (5) refusing
23 to institute internal promotions in a timely manner, thereby failing to establish
24 adequate supervision and leadership in the Department; (6) slashing the battalion chief
25 compensation package and increasing battalion chief minimum education criteria; (7)
26 making untrue and disparaging statements about Plaintiff Firefighters to Chief Lang,
27 encouraging him to have a distrusting and negative view of Plaintiffs; (8) hiring
28 outside candidates for the battalion chief positions; (9) refusing to negotiate in good



1 faith regarding MBFA's labor contract; (10) refusing to take into account the results of
2 the independent salary survey, factfinding report, or petitions signed by Manhattan
3 Beach residents; and (11) imposing the retaliatory terms of the Imposed Contract.

4 170. Through the CITY's Imposed Contract, Defendants deprived JACOBSON
5 of seven days of time off, the freedom to attend training on vacation days, and the
6 opportunity to take the Fire Inspector or Fire Marshall position, with its associated
7 increased pay, benefits, and professional development opportunities. Moreover,
8 JACOBSON's opportunity for pay raises has been halved as compared to before the
9 Imposed Contract, such that he can expect approximately half of the wage increases of
10 his predecessors for the same years worked. As a result of Defendants' illegal
11 retaliation against Plaintiffs, JACOBSON suffered significant economic and non-
12 economic damages, including lost wages, lost overtime pay, lost benefits, lost training
13 classes, lost promotions, lost autonomy over his time off, increased association dues,
14 and lost professional opportunities he would have earned or acquired but for
15 Defendants' unlawful acts.

16 171. Finally, JACOBSON's professional and home life and personal
17 relationships were significantly and adversely impacted by Defendants' unlawful,
18 retaliatory acts. Due to the forced overtime, understaffing, decreased vacation days,
19 limitation on conversion of holiday time, and time-off limitations of the Imposed
20 Contract, JACOBSON had to work an excessive number of overtime hours and could
21 not use his vacation time as he wished. As a result, he could not share in the important
22 life events of his family, friends, and community for several years. JACOBSON was
23 unable to be as present and active in the lives of his loved ones as he would have been
24 if not for Defendants' retaliatory acts. That time and those moments are irrecoverable a
25 source of great grief and regret to him, to this day. JACOBSON would have been
26 much happier with much fewer overtime hours in exchange for a fully staffed
27 Department, fair promotional and hiring practices, reasonable opportunity to take
28 training classes, and more time with his wife, children, and community.



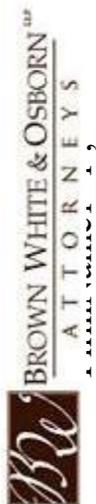
1 172. Any reasonable employee in JACOBSON's position would have found
2 Defendants' adverse employment actions materially adverse in that Defendants'
3 actions would have dissuaded a reasonable employee from engaging in the protected
4 activities at issue. Defendants' retaliatory acts did exactly that: Due to Defendants'
5 retaliation, JACOBSON withdrew from the MBFA board to avoid being targeted by
6 Defendants. Once enthusiastic about his job and eager to improve the Department,
7 JACOBSON was demoralized and disillusioned by Defendants' unlawful retaliation
8 against him for exercising his rights. Being an active member of the MBFA board
9 caused him to be targeted, ultimately creating barriers in his career trajectory and
10 deflating his goals to develop as a leader for the Department.

11 173. JACOBSON suffered and continues to suffer mental and emotional
12 distress, humiliation, anxiety, embarrassment, and discomfort due to Defendants'
13 unlawful retaliatory acts.

14 **J. Defendants' Retaliation Harms Fire Engineer MCARTHUR**

15 174. MCARTHUR has been a Manhattan Beach firefighter and paramedic
16 since 2011 and resides in California with his wife and two children. MCARTHUR is a
17 member of MBFA's executive board, and Defendants retaliated against him for his
18 support to publicly announce the Vote of No Confidence, his participation in MBFA's
19 political activity, and his own public statements regarding Defendant's
20 mismanagement of the Department.

21 175. MCARTHUR spearheaded MBFA's campaign to expose Defendants'
22 mismanagement of the Department. For example, he canvassed Manhattan Beach
23 neighborhoods; spoke directly to hundreds of Manhattan Beach residents; passed out
24 fliers, lawn signs, and/or door hangers; spoke at numerous meetings with Manhattan
25 Beach residents, community leader, and business owners; and gave interviews to the
26 press. MCARTHUR was the primary manager of MBFA's social media campaign to
27 build public awareness of the CITY's mismanagement of the Department.
28



1 176. He made public statements of his own on his personal social media
2 accounts and engaged with Manhattan Beach residents and community members
3 regarding the issues. In solidarity, MCARTHUR accompanied Plaintiff Firefighters to
4 CITY Council meetings when they delivered prepared speeches or statements
5 regarding the negative impact of the CITY's poor management and imposed contract
6 upon the Department and public safety. He prepared and made public statements of his
7 own about the issues at CITY council meetings as well. Like other Plaintiff
8 Firefighters, MCARTHUR genuinely wanted what was best for the Department in
9 terms of leadership, staffing, resources, and preparedness to do their jobs. He believed
10 his association activities and public statements on the topic of Department management
11 to be constitutionally protected, so he vigorously advocated for change and sought
12 public support for the cause.

13 177. As a consequence, Defendants unlawfully targeted MCARTHUR and
14 retaliated against him for engaged in these protected activities by, *inter alia*, (1) failing
15 to investigate or address HR complaints against Management Staff; (2) ratifying the
16 retaliatory acts of Espinosa's Battalion Chiefs; (3) failing to implement updated
17 resources or technologies for the Department; (4) failing to adequately staff the
18 Department, resulting in excessive overtime hours to Plaintiff Firefighters; (5) refusing
19 to institute internal promotions in a timely manner, thereby failing to establish
20 adequate supervision and leadership in the Department; (6) slashing the battalion chief
21 compensation package and increasing battalion chief minimum education criteria; (7)
22 making untrue and disparaging statements about Plaintiff Firefighters to Chief Lang,
23 encouraging him to have a distrusting and negative view of Plaintiffs; (8) hiring
24 outside candidates for the battalion chief positions; (9) refusing to negotiate in good
25 faith regarding MBFA's labor contract; (10) refusing to take into account the results of
26 the independent salary survey, factfinding report, or petitions signed by Manhattan
27 Beach residents; and (11) imposing the retaliatory terms of the Imposed Contract.
28



1 178. The CITY's Imposed Contract deprived MCARTHUR of seven days of
2 time off, the freedom to attend training on vacation days, and the opportunity to take
3 the Fire Inspector or Fire Marshall position, with its associated increased pay, benefits,
4 and professional development opportunities. Moreover, MCARTHUR's opportunity
5 for pay raises has been halved as compared to before the Imposed Contract, such that
6 he can expect approximately half of the wage increases of his predecessors for the
7 same years worked. As a result of Defendants' illegal retaliation against Plaintiffs,
8 MCARTHUR suffered significant economic and non-economic damages, including
9 lost wages, lost overtime pay, lost benefits, lost training classes, lost promotions, lost
10 autonomy over his time off, increased association dues, and lost professional
11 opportunities he would have earned or acquired but for Defendants' unlawful acts.

12 179. Finally, MCARTHUR's professional and home life and personal
13 relationships were significantly and adversely impacted by Defendants' unlawful,
14 retaliatory acts. Due to the forced overtime, understaffing, decreased vacation days,
15 limitation on conversion of holiday time, and time-off limitations of the Imposed
16 Contract, MCARTHUR had to work an excessive number of overtime hours and could
17 not use his vacation time as he wished. As a result, he could not share in the important
18 life events of his family, friends, and community for several years. MCARTHUR was
19 unable to be as present and active in the lives of his loved ones as he would have been
20 if not for Defendants' retaliatory acts. That time and those moments are irrecoverable.
21 MCARTHUR would have been much happier with much fewer overtime hours in
22 exchange for a fully staffed Department, fair promotional and hiring practices,
23 reasonable opportunity to take training classes, and more time with his wife, child, and
24 community.

25 180. Any reasonable employee in MCARTHUR's position would have found
26 Defendants' adverse employment actions materially adverse in that Defendants'
27 actions would have dissuaded a reasonable employee from engaging in the protected
28 activities at issue. Defendants' retaliatory acts did exactly that: Once enthusiastic about

1 his job and eager to improve the Department, MCARTHUR was demoralized and
2 disillusioned by Defendants' unlawful retaliation against him for exercising his rights.
3 He concluded that protesting against those in power was futile and the only thing left to
4 do was keep his head down and abandon any notions of holding Defendants
5 accountable for their gross negligence and abuse of power.

6 181. MCARTHUR suffered and continues to suffer mental and emotional
7 distress, humiliation, anxiety, embarrassment, and discomfort due to Defendants'
8 unlawful retaliatory acts.

9 **K. Defendants' Retaliation Harms Firefighter-Paramedic MEJIA**

10 182. MEJIA has been a Manhattan Beach firefighter and paramedic since 2004
11 and served as MBFA President for over 11 years, until Defendants forced the Imposed
12 Contract on Plaintiffs. Fiercely committed to the Department and the safety of
13 Manhattan Beach residents, MEJIA put his heart and soul into guiding MBFA in its
14 relationship with the CITY and Defendants. He patiently nurtured MBFA's
15 relationship with Defendants and negotiated with the CITY for many years before
16 MBFA was forced to make the risky but necessary decision to publicly expose the
17 CITY's gross failures to effectively manage the Department. Defendants retaliated
18 against MEJIA for his support to publicly announce the Vote of No Confidence, his
19 participation in MBFA's efforts to publicize the CITY's mismanagement of the
20 Department, and his own public statements regarding Defendant's mismanagement.

21 183. As MBFA President, MEJIA personally and publicly delivered the vote to
22 Defendants at a CITY Council meeting on March 6, 2018. He was heavily involved
23 with contract negotiations with Defendants and led the association through its public
24 campaign to expose Defendants' mismanagement of the Department. MEJIA gave
25 statements at numerous CITY Council meetings pleading with the CITY to negotiate
26 reasonably and to refrain from imposing the retaliatory terms which now comprise the
27 Imposed Contract. He sent emails, wrote letters, spoke at community gatherings at
28 Manhattan Beach residents' homes and social clubs, and gave statements to the press

1 regarding the excessive overtime, understaffing, and retaliation the Department was
2 facing due to the CITY's incompetence and vindictiveness.

3 184. As MBFA President, MEJIA sourced and hired the attorneys, neutral
4 factfinders, consultants, coaches, PR representatives, and other professionals in the
5 MBFA's and Plaintiff Firefighter's David-versus-Goliath struggle to negotiate with the
6 CITY and combat retaliatory investigations launched by Defendants. MEJIA also
7 helped Plaintiff Firefighters as they canvassed Manhattan Beach neighborhoods and
8 passed out fliers, lawn signs, and/or door hangers to hundreds of residents. Like other
9 Plaintiff Firefighters, MEJIA genuinely wanted what was best for the Department in
10 terms of leadership, staffing, resources, and preparedness to do their jobs. He believed
11 his association activities and public statements on the topic of Department management
12 to be constitutionally protected, so he vigorously advocated for change and sought
13 public support for the cause.

14 185. As a consequence, Defendants unlawfully targeted MEJIA and retaliated
15 against him for engaged in these protected activities by, *inter alia*, (1) failing to
16 investigate or address HR complaints against Management Staff; (2) ratifying the
17 retaliatory acts of Espinosa's Battalion Chiefs; (3) repeatedly failing to implement
18 updated resources or technologies for the Department; (4) failing to adequately staff
19 the Department, resulting in excessive overtime hours to Plaintiff Firefighters; (5)
20 refusing to institute internal promotions in a timely manner, thereby failing to establish
21 adequate supervision and leadership in the Department; (6) slashing the battalion chief
22 compensation package and increasing battalion chief minimum education criteria; (7)
23 making untrue and disparaging statements about Plaintiff Firefighters to Chief Lang,
24 encouraging him to have a distrusting and negative view of Plaintiffs; (8) hiring
25 outside candidates for the battalion chief positions; (9) refusing to negotiate in good
26 faith regarding MBFA's labor contract; (10) launching retaliatory and frivolous
27 investigations against MEJIA; (11) refusing to take into account the results of the
28



1 independent salary survey, factfinding report, or petitions signed by Manhattan Beach
2 residents; and (12) imposing the retaliatory terms of the Imposed Contract.

3 186. The CITY's Imposed Contract deprived MEJIA of seven days of time off,
4 the freedom to attend training on vacation days, and the opportunity to take the Fire
5 Inspector or Fire Marshall position, with its associated increased pay, benefits, and
6 professional development opportunities. Moreover, MEJIA's opportunity for pay raises
7 has been halved as compared to before the Imposed Contract, such that he can expect
8 approximately half of the wage increases of his predecessors for the same years
9 worked. As a result of Defendants' illegal retaliation against Plaintiffs, MEJIA suffered
10 significant economic and non-economic damages, including lost wages, lost overtime
11 pay, lost benefits, lost training classes, lost promotions, lost autonomy over his time
12 off, increased association dues, and lost professional opportunities he would have
13 earned or acquired but for Defendants' unlawful acts.

14 187. Finally, MEJIA's professional and home life and personal relationships
15 were significantly and adversely impacted by Defendants' unlawful, retaliatory acts.
16 Due to the forced overtime, understaffing, decreased vacation days, limitation on
17 conversion of holiday time, and time-off limitations of the Imposed Contract, MEJIA
18 had to work an excessive number of overtime hours and could not use his vacation
19 time as he wished. As a result, he could not share in the important life events of his
20 family, friends, and community for several years. MEJIA was unable to be as present
21 and active in the lives of his loved ones as he would have been if not for Defendants'
22 retaliatory acts. That time and those moments are irrecoverable. MEJIA would have
23 been much happier with much fewer overtime hours in exchange for a fully staffed
24 Department, fair promotional and hiring practices, reasonable opportunity to take
25 training classes, and more time with his family and community.

26 188. Any reasonable employee in MEJIA's position would have found
27 Defendants' adverse employment actions materially adverse in that Defendants'
28 actions would have dissuaded a reasonable employee from engaging in the protected



1 activities at issue. Once enthusiastic about his job and eager to improve the
2 Department, MEJIA was demoralized and disillusioned by Defendants' unlawful
3 retaliation against him for exercising his rights. He concluded that protesting against
4 those in power was futile and the only thing left to do was keep his head down and
5 abandon any notions of holding Defendants accountable for their gross negligence and
6 abuse of power. For the first time in over a decade, MEJIA withdrew completely from
7 the MBFA board. MEJIA suffered and continues to suffer mental and emotional
8 distress, humiliation, anxiety, embarrassment, and discomfort due to Defendants'
9 unlawful retaliatory acts.

10 **L. Defendants' Retaliation Harms Fire Engineer RICE**

11 189. RICE has been a Manhattan Beach firefighter and paramedic since 1999
12 and resides in California with his wife and children. RICE has served on MBFA's
13 executive board, and Defendants retaliated against RICE for his support to publicly
14 announce the Vote of No Confidence, the public statements he made concerning
15 Defendants' mismanagement of the Department, and his participation in MBFA's
16 political activity.

17 190. RICE was on MBFA's negotiations team and an executive board member
18 during the years 2018-2020. RICE actively participated in MBFA's campaign to
19 expose Defendants' mismanagement of the Department. For example, he canvassed
20 Manhattan Beach neighborhoods; spoke directly to hundreds of Manhattan Beach
21 residents; and passed out fliers, lawn signs, and/or door hangers; and distributing T-
22 shirts showing support for the Department's cause. RICE assisted in management of
23 MBFA's social media campaign. In solidarity, he accompanied Plaintiff Firefighters to
24 CITY Council meetings when they delivered prepared speeches or statements
25 regarding the negative impact of the CITY's poor management and imposed contract
26 upon the Department and public safety. He prepared and made public statements of his
27 own about the issues at CITY council meetings as well.
28



1 191. Like other Plaintiff Firefighters, RICE genuinely wanted what was best
2 for the Department in terms of leadership, staffing, resources, and preparedness to do
3 their jobs. He believed his association activities and public statements on the topic of
4 Department management to be constitutionally protected, so he vigorously advocated
5 for change and sought public support for the cause.

6 192. As a consequence, Defendants unlawfully targeted RICE and retaliated
7 against him for engaged in these protected activities by, *inter alia*, (1) failing to
8 investigate or address HR complaints against Management Staff; (2) ratifying the
9 retaliatory acts of Espinosa’s Battalion Chiefs; (3) failing to implement updated
10 resources or technologies for the Department; (4) failing to adequately staff the
11 Department, resulting in excessive overtime hours to Plaintiff Firefighters; (5) refusing
12 to institute internal promotions in a timely manner, thereby failing to establish
13 adequate supervision and leadership in the Department; (6) slashing the battalion chief
14 compensation package and increasing battalion chief minimum education criteria; (7)
15 making untrue and disparaging statements about Plaintiff Firefighters to Chief Lang,
16 encouraging him to have a distrusting and negative view of Plaintiffs; (8) hiring
17 outside candidates for the battalion chief positions; (9) refusing to negotiate in good
18 faith regarding MBFA’s labor contract; (10) refusing to take into account the results of
19 the independent salary survey, factfinding report, or petitions signed by Manhattan
20 Beach residents; and (11) imposing the retaliatory terms of the Imposed Contract.

21 193. The CITY’s Imposed Contract deprived RICE of seven days of time off,
22 the freedom to attend training on vacation days, and the opportunity to take the Fire
23 Inspector or Fire Marshall position, with its associated increased pay, benefits, and
24 professional development opportunities. Moreover, RICE’s opportunity for pay raises
25 has been halved as compared to before the Imposed Contract, such that he can expect
26 approximately half of the wage increases of his predecessors for the same years
27 worked. As a result of Defendants’ illegal retaliation against Plaintiffs, RICE suffered
28 significant economic and non-economic damages, including lost wages, lost overtime



1 pay, lost benefits, lost training classes, lost promotions, lost autonomy over his time
2 off, increased association dues, and lost professional opportunities he would have
3 earned or acquired but for Defendants' unlawful acts.

4 194. Finally, RICE's professional and home life and personal relationships
5 were significantly and adversely impacted by Defendants' unlawful, retaliatory acts.
6 Due to the forced overtime, understaffing, decreased vacation days, limitation on
7 conversion of holiday time, and time-off limitations of the Imposed Contract, RICE
8 had to work an excessive number of overtime hours and could not use his vacation
9 time as he wished. As a result, he could not share in the important life events of his
10 family, friends, and community for several years. RICE was unable to be as present
11 and active in the lives of his loved ones as he would have been if not for Defendants'
12 retaliatory acts. That time and those moments are irrecoverable—a source of great grief
13 and regret to him still. RICE would have been much happier with much fewer overtime
14 hours in exchange for a fully staffed Department, fair promotional and hiring practices,
15 reasonable opportunity to take training classes, and more time with his wife, children,
16 and community.

17 195. Any reasonable employee in RICE's position would have found
18 Defendants' adverse employment actions materially adverse in that Defendants'
19 actions would have dissuaded a reasonable employee from engaging in the protected
20 activities at issue. Defendants intentionally retaliated against him for his part in the
21 contentious contract negotiations and participation as MBFA leadership. As a result,
22 RICE substantially reduced all of his association and expression activities that he
23 previously engaged in to advocate for better management of the Department and public
24 safety. Discouraged and disillusioned by the Imposed Contract, RICE failed the
25 captains' exam that year for the first time in 16 years. After the Imposed Contract,
26 RICE has refrained from seeking a position on the MBFA executive board to avoid
27 further retaliation. Once eager to contribute to and improve the Department,
28 Defendants' retribution snuffed out RICE's hopes and ambitions to develop as a leader



1 for the Department. RICE suffered and continues to suffer mental and emotional
2 distress, humiliation, anxiety, embarrassment, and discomfort due to Defendants'
3 unlawful retaliatory acts.

4 **M. Defendants' Retaliation Harms Fire Engineer STRATTON**

5 196. STRATTON has been a Manhattan Beach firefighter, paramedic, and
6 MBFA member since 2006 and resides in California with his wife and children.
7 Defendants retaliated against him for his support to publicly announce the Vote of No
8 Confidence, his participation in MBFA's political activity, and his own public
9 statements regarding Defendant's mismanagement of the Department.

10 197. Stratton actively participated in MBFA's campaign to expose Defendants'
11 mismanagement of the Department. For example, he canvassed Manhattan Beach
12 neighborhoods; spoke directly to hundreds of Manhattan Beach residents; helped
13 design lawn signs; and passed out fliers, lawn signs, and/or door hangers. In solidarity,
14 STRATTON accompanied Plaintiff Firefighters to CITY Council meetings when they
15 delivered prepared speeches or statements regarding the negative impact of the CITY's
16 poor management and imposed contract upon the Department and public safety.

17 198. Like other Plaintiff Firefighters, STRATTON genuinely wanted what was
18 best for the Department in terms of leadership, staffing, resources, and preparedness to
19 do their jobs. He believed his association activities and public statements on the topic
20 of Department management was protected and that his cause was righteous, so he
21 vigorously advocated for change and sought public support.

22 199. As a consequence, Defendants unlawfully targeted STRATTON and
23 retaliated against him for engaged in these protected activities by, *inter alia*, (1) failing
24 to investigate or address HR complaints against Management Staff; (2) ratifying the
25 retaliatory acts of Espinosa's Battalion Chiefs; (3) failing to implement updated
26 resources or technologies for the Department; (4) failing to adequately staff the
27 Department, resulting in excessive overtime hours to Plaintiff Firefighters; (5) refusing
28 to institute internal promotions in a timely manner, thereby failing to establish



1 adequate supervision and leadership in the Department; (6) slashing the battalion chief
2 compensation package and increasing battalion chief minimum education criteria; (7)
3 making untrue and disparaging statements about Plaintiff Firefighters to Chief Lang,
4 encouraging him to have a distrusting and negative view of Plaintiffs; (8) hiring
5 outside candidates for the battalion chief positions; (9) refusing to negotiate in good
6 faith regarding MBFA's labor contract; (10) refusing to take into account the results of
7 the independent salary survey, factfinding report, or petitions signed by Manhattan
8 Beach residents; and (11) imposing the retaliatory terms of the Imposed Contract.

9 200. The CITY's Imposed Contract deprived STRATTON of seven days of
10 time off, the freedom to attend training on vacation days, and the opportunity to take
11 the Fire Inspector or Fire Marshall position, with its associated increased pay, benefits,
12 and professional development opportunities. Moreover, STRATTON's opportunity for
13 pay raises has been halved as compared to before the Imposed Contract, such that he
14 can expect approximately half of the wage increases of his predecessors for the same
15 years worked. As a result of Defendants' illegal retaliation against Plaintiffs,
16 STRATTON suffered significant economic and non-economic damages, including lost
17 wages, lost overtime pay, lost benefits, lost training classes, lost autonomy over his
18 time off, increased association dues, and lost professional opportunities he would have
19 earned or acquired but for Defendants' unlawful acts.

20 201. Finally, STRATTON's professional and home life and personal
21 relationships were significantly and adversely impacted by Defendants' unlawful,
22 retaliatory acts. Due to the forced overtime, understaffing, decreased vacation days,
23 limitation on conversion of holiday time, and time-off limitations of the Imposed
24 Contract, STRATTON had to work an excessive number of overtime hours and could
25 not use his vacation time as he wished. As a result, he could not share in the important
26 life events of his family, friends, and community for several years. STRATTON was
27 unable to be as present and active in the lives of his loved ones as he would have been
28 if not for Defendants' retaliatory acts. That time and those moments are irrecoverable.

1 STRATTON would have been much happier with much fewer overtime hours in
2 exchange for a fully staffed Department, fair promotional and hiring practices,
3 reasonable opportunity to take training classes, and more time with his wife, children,
4 and community.

5 202. Any reasonable employee in STRATTON's position would have found
6 Defendants' adverse employment actions materially adverse in that Defendants'
7 actions would have dissuaded a reasonable employee from engaging in the protected
8 activities at issue. STRATTON suffered and continues to suffer mental and emotional
9 distress, humiliation, anxiety, embarrassment, and discomfort due to Defendants'
10 unlawful retaliatory acts.

11 **N. Defendants' Retaliation Harms Fire Captain STRONG**

12 203. STRONG has been a Manhattan Beach firefighter, paramedic, and MBFA
13 member since 2002. Defendants retaliated against STRONG for his support for the
14 Vote of No Confidence, his participation in MBFA's political activity, and his own
15 public statements regarding Defendant's mismanagement of the Department.

16 204. STRONG has been part of MBFA's contract negotiations team in the past
17 heavily contributed to MBFA's campaign to expose Defendants' mismanagement of
18 the Department. For example, he helped design fliers for public distribution,
19 canvassed Manhattan Beach neighborhoods; spoke directly to hundreds of Manhattan
20 Beach residents; passed out fliers, lawn signs, and/or door hangers. Like other Plaintiff
21 Firefighters, STRONG genuinely wanted what was best for the Department in terms of
22 leadership, staffing, resources, and preparedness to do their jobs. He believed his
23 association activities and public statements on the topic of Department management to
24 be constitutionally protected, so he vigorously advocated for change and sought public
25 support for the cause.

26 205. As a consequence, Defendants unlawfully targeted STRONG and
27 retaliated against him for engaging in association activities and public communications
28 on the topic of Defendants' mismanagement of the Department by, *inter alia*, (1)



1 repeatedly failing to implement updated resources or technologies for the Department;
2 (4) failing to adequately staff the Department, resulting in excessive overtime hours to
3 Plaintiff Firefighters; (5) refusing to institute internal promotions in a timely manner,
4 thereby failing to establish adequate supervision and leadership in the Department; (6)
5 slashing the battalion chief compensation package and increasing battalion chief
6 minimum education requirements; (7) making untrue and disparaging statements about
7 Plaintiff Firefighters to Chief Lang, encouraging him to have a distrusting and negative
8 view of Plaintiffs; (8) hiring outside candidates for the battalion chief positions; (9)
9 refusing to negotiate in good faith regarding MBFA's labor contract; (10) refusing to
10 take into account the results of the independent salary survey, factfinding report, or
11 petitions signed by Manhattan Beach residents; and (11) imposing the retaliatory terms
12 of the Imposed Contract.

13 206. Defendants' Imposed Contract deprived STRONG of seven days of time
14 off, the freedom to attend training on vacation days, and the opportunity to take the
15 Fire Inspector or Fire Marshall position, with its associated increased pay, benefits, and
16 professional development opportunities. Moreover, STRONG's opportunity for pay
17 raises has been halved as compared to before the Imposed Contract, such that he can
18 expect approximately half of the wage increases of his predecessors for the same years
19 worked. As a result of Defendants' illegal retaliation against Plaintiffs, STRONG
20 suffered significant economic and non-economic damages, including lost wages, lost
21 overtime pay, lost benefits, lost training classes, lost promotions, lost autonomy over
22 his time off, increased association dues, and lost professional opportunities he would
23 have earned or acquired but for Defendants' unlawful acts.

24 207. Finally, STRONG's professional and home life and personal relationships
25 were significantly and adversely impacted by Defendants' unlawful, retaliatory acts.
26 Due to the forced overtime, understaffing, decreased vacation days, limitation on
27 conversion of holiday time, and time-off limitations of the Imposed Contract,
28 STRONG had to work an excessive number of overtime hours and could not use his

1 vacation time as he wished. As a result, he could not share in the important life events
2 of his family, friends, and community for several years. STRONG was unable to be as
3 present and active in the lives of his loved ones as he would have been if not for
4 Defendants' retaliatory acts. That time and those moments are irrecoverable. STRONG
5 would have been much happier with much fewer overtime hours in exchange for a
6 fully staffed Department, fair promotional and hiring practices, reasonable opportunity
7 to take training classes, and more time with his wife, children, and community.

8 208. Any reasonable employee in STRONG's position would have found
9 Defendants' adverse employment actions materially adverse in that Defendants'
10 actions would have dissuaded a reasonable employee from engaging in the protected
11 activities at issue. Being an active member of MBFA and speaking publicly about
12 Defendants' mismanagement of the Department caused STRONG to be targeted.
13 STRONG suffered and continues to suffer mental and emotional distress, humiliation,
14 anxiety, embarrassment, and discomfort due to Defendants' unlawful acts.

15 **O. The City Ratified Defendants' Retaliatory Acts**

16 209. The CITY continues the retaliation set forth herein. The CITY is aware,
17 and the Firefighters have often informed that CITY, of the conduct described herein
18 above, and has refused to address or ameliorate any of it. The CITY continues to refuse
19 to negotiate fairly with the MBFA, continues to refuse to adequately staff the
20 Department, and continues to impose the punitive, vindictive, and arbitrary retaliatory
21 terms described herein. Plaintiffs continue to suffer damages to this date.

22 **CLAIM FOR RELIEF**

23 **(Retaliation Based on Exercise of Right to Free Speech and Association**
24 **in Violation of 42 U.S.C. § 1983)**
25 **(Against All Defendants)**

26 210. Plaintiffs re-allege and incorporate by reference all paragraphs of this
27 complaint, as if fully set forth herein.
28



1 211. At all times mentioned herein, Plaintiffs’ constitutionally and legally
2 protected activities were related to matters of public concern, and were undertaken as
3 private citizens and not pursuant to job duties. Plaintiffs’ speech was on matters of
4 public concern because it was relevant to the public’s evaluation of the performance of
5 public officials, was relevant to citizens’ decisions about the operation of government,
6 and was relevant to residents’ understanding of the reliability and capabilities of
7 emergency services in the city. Plaintiffs’ right to be free of adverse employment
8 actions taken in retaliation for their union activity, speech on matters of public safety
9 and concern, criticism of the management of the Department, and petition the
10 government was clearly established at all times relevant herein.

11 212. As a direct result of Plaintiffs’ exercising their constitutional rights to
12 speech, expression, assembly, association, and petition for redress of grievances, as
13 well as their right to organize under federal law, Defendants retaliated against Plaintiffs
14 as set forth herein by imposing adverse employment actions on them, including, *inter*
15 *alia*, adverse employment actions against individual Plaintiff Firefighters, actions
16 intended to reduce the membership and resources of the ASSOCIATION, and actions
17 intended to reduce the pay, benefits, professional development, retirement, and
18 authority of Plaintiff Firefighters. Plaintiffs’ exercising their constitutionally and
19 legally protected rights to speak, associate, expression, assembly, petition, and
20 organize was a substantial and motivating factor in Defendants’ decision to take
21 adverse employment actions and to enforce the retaliatory Imposed Contract against
22 them, as set forth herein.

23 213. MOE, JENKINS, DOES 1-10, and Zadroga each acted under color of
24 state law in retaliating against Plaintiffs for their constitutionally protected speech.
25 MOE, JENKINS, and DOES 1-10 acted both individually and as supervisors of other
26 public employees. To the extent they acted as supervisors, MOE, JENKINS, and
27 DOES 1-10 directed subordinates to take the retaliatory acts described herein; set in
28 motion a series of acts by subordinates, and knowingly refused to terminate the series



1 of acts by subordinates, that they knew or reasonably should have known would cause
2 the subordinates to deprive Plaintiffs of their rights; failed to act to prevent
3 subordinates from doing acts that they knew would violate Plaintiff's rights; and
4 engaged in conduct that showed a reckless or callous indifference to the deprivation of
5 Plaintiffs' rights by subordinates. To the extent MOE, JENKINS, and DOES 1-10 were
6 acting as supervisors, their conduct was so closely related to the deprivation of
7 Plaintiffs' rights as to be the moving force that caused Plaintiffs' ultimate injury.

8 214. The CITY gave MOE, JENKINS, DOES 1-10, and Zadroga final
9 policymaking authority with respect to the acts described herein, and in doing those
10 acts, they were acting as a final policymakers for the CITY. Their acts as final
11 policymakers were so closely related to the deprivation of the Plaintiffs' rights as to be
12 the moving force that caused the ultimate injury. As final policymakers, they both
13 committed retaliatory acts themselves and ratified retaliatory acts by other CITY
14 employees in that they knew of and specifically made a deliberate choice to approve
15 those employees' retaliatory acts.

16 215. MOE, JENKINS, DOES 1-10, and Zadroga, in doing the retaliatory acts
17 described herein, where acting pursuant to the CITY's expressly official policy and
18 pursuant to the CITY's longstanding custom and practice. That policy, custom, and
19 practice was so closely related to the deprivation of Plaintiffs' rights to be the moving
20 force that caused the ultimate injury.

21 216. Defendants' retaliation against Plaintiffs for associating with the
22 ASSOCIATION and exercising their First Amendment rights had a chilling effect
23 upon Plaintiffs' expression activities. Defendants' multiple adverse employment
24 actions were intended to, did, and would chill and deter reasonable employees of
25 ordinary firmness from speaking, associating, or petitioning the government for
26 redress.

27 217. As a direct result of Defendants' acts and omissions, Plaintiffs suffered
28 significant damages. Plaintiff Firefighters suffered economic damages including lost

1 wages, lost promotional pay raises and associated benefits, lost overtime pay, reduced
2 retirement benefits, and additional lost pay and benefits that the Plaintiff Firefighters
3 would have earned but for Defendants' adverse employment actions. Plaintiff
4 Firefighters incurred increased ASSOCIATION dues to cover the expenses MBFA
5 incurred as a direct result of Defendants' unlawful acts and omissions.

6 218. Plaintiff Firefighters also suffered non-economic damages in the form of
7 lost training; lost relationships with other emergency response agencies; lost leadership
8 opportunities; lost shared experiences with their families, friends, and community;
9 decreased autonomy and power over their work and personal lives; and increased
10 psychological and emotional distress, fatigue, exhaustion, and trauma exposure. As a
11 direct, foreseeable and proximate result of Defendants' acts and omissions, Plaintiff
12 Firefighters suffered and continue to suffer mental and emotional distress, humiliation,
13 anxiety, embarrassment, and discomfort all to their damage in an amount according to
14 proof at the time of trial, and additional medical expenses, incurred to treat mental and
15 emotional injuries caused by Defendants' retaliation.

16 219. The ASSOCIATION suffered damages including:

- 17 a) expenditures required to defend its members against Defendants'
18 retaliatory actions that otherwise could have been spent on other core purposes;
- 19 b) a decrease in its membership caused by Defendants' retaliatory
20 elimination of positions in the Department;
- 21 c) lost dues as a result of Defendants' elimination of the paramedic
22 bonuses, thus reducing the resources available to the ASSOCIATION to conduct
23 its core functions;
- 24 d) costs and harm when Defendants repeatedly targeted its individual
25 leaders for retaliation, including the baseless and retaliatory disciplinary actions
26 Defendants initiated against MBFA members, thereby distracting the
27 ASSOCIATION from focus on other core functions such as contract negotiation
28

1 and forcing the ASSOCIATION to expend resources defending its members
2 against retaliatory investigations;

3 e) drained resources to participate in repetitive and futile negotiations
4 meetings, hired consultants and factfinders, filed complaints with the PERB,
5 retained attorney(s), and paid for salary surveys and factfinding reports; and

6 f) reputational damages and loss of public goodwill as a result of the
7 CITY’s false or misleading statements alleging that Plaintiff Firefighters are
8 “overpaid,” that MBFA was preventing the CITY from hiring more firefighters,
9 that Chief Lang was managing firefighters’ time off (and not the Imposed
10 Contract), and MBFA members are not required to request approval for time off,
11 while denying the retaliatory acts the CITY, by and through their employees,
12 agents, and representatives, were engaging in against Plaintiffs.

13 220. As a direct result of Defendants’ acts and omissions, by and through their
14 employees, agents, and representatives, all Plaintiffs incurred legal and professional
15 fees, including attorneys’ fees and costs independent from the fees and expenses
16 associated with litigating this case.

17 221. The Defendants’ acts were the actual cause of Plaintiffs’ injuries.

18 222. In performing the acts herein alleged, Defendants acted intentionally to
19 injure Plaintiffs. Their conduct was despicable and was performed with a willful,
20 conscious, and reckless disregard of Plaintiffs’ civil rights and with malice, spite, and
21 oppression, such that punitive or exemplary damages are warranted.

22 **PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiffs pray for judgment against Defendants for:

- 24 1. Compensatory damages, economic and non-economic damages in excess
- 25 of \$5 million, or in an amount according to proof;
- 26 2. General damages to compensate Plaintiff Firefighters for mental and
- 27 emotional injuries, distress, anxiety, and humiliation;
- 28



- 1 3. Attorneys' fees in an amount according to proof pursuant to 42 U.S.C. §
- 2 1988;
- 3 4. Exemplary or punitive damages as to Defendants CITY OF
- 4 MANHATTAN BEACH, BRUCE MOE, and LISA JENKINS, in an
- 5 amount according to proof that is sufficient to punish and prevent future
- 6 violations of constitutional rights;
- 7 5. Costs of suit; and
- 8 6. Such other and further relief as the Court may deem proper.

9
10 DATED: May 21, 2024

By

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13 M. K. GORDON

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21 CHRIS GRAFTON, PETER HECK,
22 PATRICK JACOBSON, CHRISTIAN
23 MCARTHUR, RUDY MEJIA, JEFFREY
24 RICE, JAMES STRATTON, and
25 ERICK STRONG
26
27
28



DEMAND FOR JURY TRIAL

Plaintiffs demand a jury trial.

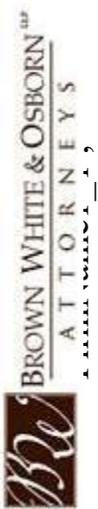
DATED: May 21, 2024

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RICE, JAMES STRATTON, and
ERICK STRONG



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