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5 Attorneys for Plaintiff CRISTINA TALLEY  
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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 COUNTY OF ORANGE

11 CRISTINA TALLEY,  
12  
13 Plaintiffs,

14 v.

15 CITY OF ANAHEIM a municipality, and  
DOES 1 through 50, inclusive,  
16 Defendants.

Case No. 30-2014-00751921-CU-OE-CJC  
Judge Kirk Nakamura

PLAINTIFF'S COMPLAINT FOR

- 1) Violation Of Constitutional Right In Employment Of A Tenured Public Employee – Due Process – 42 U.S.C. 1983
- 2) Breach Of Implied and/or Express Contract Of Continued Employment
- 3) Breach Of The Covenant Of Good Faith And Fair Dealing
- 4) National Origin-Ethnic Discrimination (Gov. Code Section 12940)
- 5) Gender Discrimination (Gov. Code Section 12940)
- 6) Age Discrimination (Gov. Section 12940)
- 7) Retaliation (Gov. Code Section 12940)
- 8) Failure To Properly Investigate Claim Of Discrimination, Harassment And Retaliation
- 9) Failure To Provide A Work Environment Free Of Discrimination, Harassment And Retaliation
- 10) Failure To Provide A Non-Hostile Work Environment

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27 COMES NOW Plaintiff and alleges as follows:  
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1           9.       The Anaheim City Council (hereinafter referred to as "City Council"), as the  
2 governing body of the City of Anaheim, acts, represents, and implements policy on behalf of the City  
3 of Anaheim.

4           10.       Ms. Talley was hired in 1996 as a Senior Assistant City Attorney, a tenured  
5 position. In December 2008, Ms. Talley was promoted to the position of City Attorney on an "acting  
6 basis" for the City of Anaheim. Ms. Talley and the City of Anaheim did not enter into an employment  
7 agreement when she was hired as the City Attorney. Her employment status was never changed from a  
8 tenured position to an at-will position.

9           11.       At no time during her employment with the City of Anaheim, did Ms. Talley  
10 waive her constitutional rights guaranteed to public employees by the due process clause of the United  
11 States and California Constitutions.

12           12.       In April 2009, the City Council, by unanimous vote, promoted Ms. Talley to City  
13 Attorney. Ms. Talley completed her probationary period in April 2010. Upon her promotion, she did  
14 not execute an at-will employment agreement. At all times during her tenure as City Attorney, Ms.  
15 Talley's employment records reflected a "Seniority Date" of August 26, 2005.

16           13.       Ms. Talley's was the first Latina City Attorney hired in Orange County.

17           14.       The City Charter does not provide that the City Attorney is appointed "at the will  
18 and pleasure" of the Council, thereby evidencing an intent by the voters of Anaheim who approved the  
19 Charter to create a property interest in that position. The City Charter does include the language "at the  
20 will and pleasure" of the Council in reference to the City Manager position.

21           15.       Prior to her appointment as City Attorney, Ms. Talley received the highest  
22 performance evaluations. Further, Ms. Talley was highly regarded throughout the City organization,  
23 and continues to be considered one of the most experienced and qualified municipal lawyers throughout  
24 the state.

25           16.       In the months prior to Ms. Talley's termination, she was continuously harassed  
26 and subjected to a hostile work environment by certain members of the City Council. Those members  
27 of the Council improperly attempted to involve Ms. Talley in political issues and challenged her legal  
28 opinions, even though the opinions were supported and affirmed by outside legal counsel hired by the

1 City. She was accused, without justification, of advocating for and acting on behalf of individual  
2 council members.

3 17. Additionally, when certain issues pending before the City Council angered the  
4 Latino Community, resulting in large turnouts of Latino citizens at Council meetings, certain members  
5 of the City Council implied that perhaps Ms. Talley would not and could not be objective in those  
6 matters. These issues included an economic assistance agreement (“EAA”) pursuant to which the City  
7 waived the collection of the Transient Occupancy Tax (“TOT”) for a hotel developer, and the filing of a  
8 lawsuit against the City alleging that the City’s at-large voting system violated the California Voting  
9 Rights Act.

10 18. The Transient Occupancy Tax is a tax levied by the City on hotels. The money  
11 collected by this tax goes into the City’s General Fund from which funds are available to build and  
12 maintain infrastructure, parks and pay for public safety, all of which the Latino community consider  
13 important. The EAA waived payment of these taxes for a period of years, which amounted to a multi-  
14 million dollar subsidy to the developer. Many members of the Latino community saw this as a “tax  
15 give away” arguing that these funds were being taken from their community.

16 19. The California Voting Rights Act of 2001, codified at Elections Code §14025, et  
17 seq., prohibits election methods which result in polarized voting along racial lines. The City of  
18 Anaheim was sued by members of the Latino community claiming that the City’s at-large election  
19 system resulted in the lack of Latino representation on the City Council.

20 20. At the time of her termination, the on-going harassment that Ms. Talley endured  
21 was severe and pervasive. The ongoing harassing, disparaging, and humiliating conduct by the City  
22 Council created a hostile work environment.

23 21. During the March 6, 2012, City Council meeting, Council Member Kris Murray  
24 openly impugned Ms. Talley’s integrity and character after she provided legal opinions with respect to  
25 the EAA and a potential initiative measure designed to prohibit such agreements without a vote of the  
26 citizens.

1           22.       During a telephone conference call in or about March 2012, with Council  
2 Member Murray, Ms. Talley, and other Senior City staff, Murray became extremely rude,  
3 condescending, and sarcastic toward Ms. Talley attempting to embarrass her in front of her colleagues.

4           23.       In a June 18, 2012 meeting among City staff, Murray and representatives of a  
5 potential City contractor, Bike Nation, Murray verbally attacked Ms. Talley. Without any basis in fact,  
6 Murray intimated that Ms. Talley was intentionally trying to sabotage the project. Several City staff  
7 members approached Ms. Talley after this encounter to express their concern for her having had to  
8 endure such treatment. Not content to drop this issue, Murray continued to berate Ms. Talley in a  
9 subsequent email message that was copied to the City Manager and the Deputy City Manager.

10          24.       Prior to the June 10, 2012 City Council meeting held at a community center,  
11 Murray, asked the City Clerk, in a private conversation in which Murray intentionally excluded Ms.  
12 Talley, whether Ms. Talley had knowledge of purportedly erroneous information provided by the City  
13 Clerk concerning the number of signatures necessary for a TOT initiative measure which was being  
14 circulated within the city. The City Clerk advised Council Member Murray that it was solely the City  
15 Clerk's error and the City Clerk accepted full responsibility for providing the erroneous information.

16          25.       During meetings and in the presence of her colleagues and outside counsel,  
17 Murray openly criticized Ms. Talley's performance without justification and reason. The unfounded  
18 criticism was offered with indifference to any humiliation or embarrassment Ms. Talley may suffer.

19          26.       During an August, 2012 "performance evaluation" scheduled on 24-hours' notice  
20 by Council Members Murray, Eastman and Sidhu, conducted in part over a telephone conference, the  
21 following was discussed and/or occurred:

22               a.       Eastman, via telephone conference, stated that she felt as though Ms.  
23 Talley was not representing "her" interests, yet could not articulate a single  
24 incident in support of her position. Instead, Eastman proclaimed her purported  
25 concern was based solely on a "feeling" she had about Ms. Talley;

26               b.       Similarly, Sidhu stated that he had been unhappy with Ms. Talley for  
27 approximately six months (coincidentally, this six-month time period coincided  
28 with the Council's action on the TOT and EAA, strongly opposed by the Latino

1 Community). Like Eastman, Sidhu could not identify a single example to support  
2 his dissatisfaction;

3 c. Murray, without any factual basis, repeatedly accused Ms. Talley of  
4 improper conduct and poor performance, suggesting that Ms. Talley's loyalty was  
5 only to the Mayor (whose position with respect to the EAA and the Voting Rights  
6 Act lawsuit was in line with the Latino Community and polar opposite to Murray,  
7 Eastman and Sidhu), to the exclusion of the City Council majority;

8 d. Murray came to the "performance evaluation" armed and alleged a list of  
9 baseless criticisms, including the TOT initiative measure signature issue for  
10 which the City Clerk had previously accepted full responsibility. Murray decided  
11 to blame Ms. Talley for this error anyway, despite the fact that the City Clerk had  
12 accepted complete responsibility for the error;

13 e. Notwithstanding the lack of any legitimate performance concerns, Ms.  
14 Talley was given a "Needs Improvement" rating on her evaluation by Council  
15 Members Murray, Eastman and Sidhu. On the other hand, Mayor Tait and  
16 Council Member Galloway rated Ms. Talley's performance as "Far Exceeds  
17 Expectations," which is consistent with Ms. Talley's previous performance  
18 ratings as Sr. Assistant City Attorney. Ms. Talley was provided with no  
19 performance measures, goals, or objectives, which, according to Human  
20 Resources Director Kristine Ridge, is the City's policy and practice with respect  
21 to performance evaluations, including those of Council appointees. This review  
22 was the first time in Ms. Talley's 16 years with the City where her performance  
23 was criticized, and it came at a time during which the City Council majority was  
24 under increasing criticism from the Latino Community.

25 27. Less than six months following the August, 2012 evaluation, the City Council  
26 convened again in closed session at the beginning of its January 29, 2013, meeting, under the guise of  
27 conducting yet another "performance evaluation" of Ms. Talley. During this sham performance  
28 evaluation initiated by Murray, Eastman again reiterated that she was not comfortable with Ms. Talley.

1 Once again, however, Eastman could not articulate a single objective reason for her discomfort.  
2 Instead, Eastman simply stated that there was "just something about" Ms. Talley that made her feel  
3 uneasy about her representation of the City.

4 28. During this sham performance in January 2013, Ms. Talley was not provided with  
5 a single specific instance where she failed to perform her duties as City Attorney. To the contrary, Ms.  
6 Talley was complemented for the creative initiatives she was prepared to bring forward during the next  
7 12 months. Underscoring the disdain that Council Member Murray had for Ms. Talley, on the morning  
8 of January 29, 2013, Council Member Murray sent to Ms. Talley an email message -- the first that Ms.  
9 Talley had received from her in months -- stating that she was looking forward to meeting with Ms.  
10 Talley that evening. Of course, Council Member Murray knew full well of the action and intent that  
11 she and the Council majority possessed in seeking to pursue the termination of Ms. Talley as the City  
12 Attorney.

13 29. At the conclusion of the open session of the January 29, 2013 meeting, the City  
14 Council convened in closed session again to discuss Ms. Talley. As Ms. Talley walked into the closed  
15 session conference room, she was advised by Human Resources Director Kristine Ridge that she was  
16 going to be asked to resign and that Ms. Talley should just listen and not say anything.

17 30. After being called back into the closed session, Ms. Talley was informed by the  
18 City Council that a majority of the City Council had decided to go in a different direction. As a result,  
19 the City Council offered Ms. Talley an option to resign or face public termination.

20 31. Council Member Jordan Brandman, speaking on behalf of the City Council  
21 majority, stated that Ms. Talley had until the close of business on January 31, 2013 (approximately 48  
22 hours) to submit her resignation, which would be effective on April 30, 2013. Ms. Talley was further  
23 told that she would be placed on administrative leave commencing February 1, 2013.

24 32. The next day, Ms. Talley discussed the matter with Human Resources Director  
25 Ridge. Ms. Talley inquired as to what the consequences might be if she did not follow Council Member  
26 Brandman's directive to resign by close of business on January 31<sup>st</sup>. She was told by Ms. Ridge that  
27 the City Council would place her dismissal as City Attorney on the February 5, 2013 council meeting  
28 agenda, an action which would place the matter in the public arena and ensure that the press would

1 report on the matter. Furthermore, Ms. Ridge explained that if she did not meet the January 31<sup>st</sup>  
2 deadline, the “offer” would be withdrawn.

3 33. After consideration of the matter during the short time period provided and given  
4 the circumstances, potential financial consequences, embarrassment, humiliation and the likely  
5 potential future embarrassment and humiliation for Ms. Talley and her family, Ms. Talley submitted her  
6 letter of resignation at approximately 4:00 p.m. on January 31, 2013. Ms. Talley’s letter included a  
7 statement that her resignation was involuntary and in lieu of being fired.

8 34. Ms. Talley was never afforded notice of the proposed discipline and the reasons  
9 therefor or a hearing on this issue or an opportunity to be heard. She was never provided a reason for  
10 her termination (i.e. where she failed in her duties as City Attorney). Ms. Talley was unlawfully and  
11 discriminately deprived of an opportunity to respond to any discipline, refute any factual allegations,  
12 point out the lack of any corroborating evidence or to mitigate the severity of the penalty. Rather, the  
13 City Council proceeded to terminate Ms. Talley and corner her into an inferior position wherein the  
14 best option was to resign instead of facing the humiliation of a public termination that would also hurt  
15 her family.

16 35. Ms. Talley was not provided notice or a *Skelly* hearing as required by law. (*Skelly*  
17 *v State Personnel Board* (1975) 15 Cal.3d. 194.) Ms. Talley was deprived of an opportunity to respond  
18 to any discipline, refute any factual allegations, point out the lack of any corroborating evidence, to  
19 mitigate the severity of the penalty, and was not provided with any specific instance wherein she failed  
20 to fulfill her duty as City Attorney.

21 36. Further, Ms. Talley was not even afforded the minimal notice that is provided  
22 under the City Charter to the City Manager, which is an at-will position.

23 37. After Ms. Talley’s termination, she was replaced by a white male, under the age  
24 of 40, and with less experience. Additionally, Ms. Talley’s successor was given a starting salary that  
25 was higher than that paid to Ms. Talley despite his inexperience.

26 38. In a little over two months, Ms. Talley was able to find new employment with a  
27 law firm and commenced working on July 8, 2013. However, the position only pays her approximately  
28 35% of the salary she was making as the City Attorney.





1 without merit. The behavior exhibited by some members of the City Council towards Ms. Talley  
2 coincided with political issues faced by the City Council wherein the Latino community raised vocal  
3 opposition to the positions and actions of the City Council majority (comprised of Members Murray,  
4 Eastman, and Sidhu).

5 45. Prior to the commencement of the warrantless and baseless accusations, criticism  
6 and harassment of the City Council, Ms. Talley received stellar reviews for her work performance.  
7 Even after the harassment began, members of the City Council were unable to provide any specific  
8 instances to support their complaints of Ms. Talley.

9 46. After a City Council closed session (on January 29, 2013), the City Council,  
10 acting on behalf of the City of Anaheim, decided to terminate Ms. Talley from her position. Ms. Talley  
11 was informed by the City Council that it was offering her the opportunity to resign, within 48 hours, or,  
12 if she did not resign (as informed by Ms. Ridge), have her termination placed on the agenda of a public  
13 City Council open session vote in February, 2013.

14 47. At no time was Ms. Talley informed that she would be afforded a hearing or  
15 review of the decision to terminate her as the City Attorney, or her previously held tenured position.

16 48. After shortly considering her options and given the potential embarrassment and  
17 humiliation that she would endure if “publicly” terminated via vote at the City Council’s open session,  
18 Ms. Talley submitted her letter of resignation on January 31, 2013; as proposed and directed by the City  
19 Council. Ms. Talley’s letter of resignation included a statement that it was involuntary and that she did  
20 not waive any of her rights.

21 49. Ms. Talley’s employment was terminated without notice or hearing and without  
22 an independent investigation. She was not afforded due process as required by law upon the  
23 termination of her property right in her employment by the City of Anaheim (acting by and through the  
24 City Council). She was not provided sufficient notice, a hearing before impartial decision-makers, or  
25 an opportunity to represent herself.

26 50. Ms. Talley was not provided a *Skelly* hearing as required by law. (*Skelly v State*  
27 *Personnel Board* (1975) 15 Cal.3d. 194.) Ms. Talley was unlawfully and discriminately deprived of an  
28 opportunity to respond to any discipline, was not provided with any specific instance wherein she failed

1 to fulfill her duties as City Attorney, refute any factual allegations, point out the lack of any  
2 corroborating evidence or to mitigate the severity of the penalty. Rather, the members of the City  
3 Council proceeded to terminate Ms. Talley and force her into a position wherein the best option was to  
4 resign or face the humiliation of a public termination that would also hurt her family and professional  
5 career.

6 51. Additionally, Ms. Talley was not afforded even the minimal notice that is  
7 provided under the City Charter to the City Manager, which is an at-will position. Instead, the City  
8 Council used intimidation and veiled threats of a public termination and withdrawal of the City's  
9 "offer" to coerce Ms. Talley into involuntarily resigning her position with the City.

10 52. There was no consideration for the property right Ms. Talley had in the 16-year  
11 career that she had with the City. Ms. Talley has a vested right to continued employment and the City  
12 violated that right.

13 53. As a result of Ms. Talley's employment termination, she has been damaged. The  
14 damages include: lost wages; loss of future earnings; increased monthly medical premium payments;  
15 increased monthly dental premium payments; increased monthly medical deductibles; loss of retirement  
16 pension benefits; and emotional distress. Although Ms. Talley has accepted a new position with a law  
17 firm (practicing in municipal law), she is still suffering loss of earnings. Ms. Talley has sustained  
18 damages in an amount as yet undetermined, which are ongoing and continuing to accrue, in an amount  
19 to be determined at the time of trial. Additionally, Ms. Talley has incurred attorney's fees and costs.

20 **SECOND CAUSE OF ACTION**  
21 **BREACH OF IMPLIED AND/OR EXPRESS**  
22 **CONTRACT OF CONTINUED EMPLOYMENT**

23 54. Plaintiff incorporates by this reference all of the allegations contained in  
24 paragraph 1 through 53 above as though fully set forth herein.

25 55. Plaintiff alleges that the completion of her probationary period as City Attorney  
26 together with her employment records showing a seniority date of August 26, 2005, the fact that the  
27 City Charter does not assert that the City Attorney is appointed at the will and pleasure of the City  
28 Council, and the fact that Ms. Talley never signed an agreement or waiver of her right to continued

1 employment with the City formed the basis of an express or implied agreement between Ms. Talley and  
2 the City.

3 56. Plaintiff was employed by the defendant for 16 years, consistently received  
4 excellent performance evaluations, and remained in public employment in reliance on this agreement.  
5 Plaintiff further relied on the Human Resources Director's statement that the City Attorney does not  
6 have a written contract because the defendant has always dealt with its City Attorney professionally and  
7 fairly as assurance that she would not be terminated arbitrarily, without due process or without good  
8 cause.

9 57. Based on the implied and/or express contract, plaintiff had an employment  
10 contract with the defendant that plaintiff would be employed by the defendant so long as her  
11 performance was satisfactory and that the defendant would not discharge her without good or just  
12 cause.

13 58. The terms of the employment contract included, but were not limited to the fact  
14 that plaintiff had a constitutional right to continued employment with the defendant in that plaintiff, as a  
15 public employee, had a property interest in her position. Plaintiff's property interest in her employment  
16 could not be removed without due process of law. Further, defendant would not demote or discharge  
17 plaintiff without good cause and fair warning, based on objective and reasonable job evaluations of  
18 plaintiff.

19 59. Plaintiff at all times fulfilled her duties and conditions under the contract and has  
20 been ready, willing, and able to continue to perform them in a competent and satisfactory manner.

21 60. Notwithstanding the express or implied promise to terminate the employment  
22 contract only for good cause, on or about January 29, 2013, defendant terminated plaintiff's  
23 employment without specifying any good cause for the termination even though plaintiff had received  
24 consistently good performance evaluations, and was not told of any facts or instances where plaintiff  
25 failed to perform her duties as City Attorney. The City's review of plaintiff was below City standards,  
26 as explained by the City's Director of Human Resources, which requires objective instances where the  
27 employee failed to meet their duties. Ms. Talley was not provided with any performance measures,  
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1 goals or objectives, was not afforded an opportunity to be heard, and was not provided with reasonable  
2 notice of her termination.

3 61. As a proximate result of defendant's breach of the express or implied contract,  
4 plaintiff has suffered and continues to suffer losses in earnings and other benefits in an amount to be  
5 established at trial.

6 **THIRD CAUSE OF ACTION**  
7 **BREACH OF THE COVENANT OF**  
8 **GOOD FAITH AND FAIR DEALING**

9 62. Plaintiff incorporates by this reference all of the allegations contained in  
10 paragraph 1 through 61 above as though fully set forth herein.

11 63. Plaintiff performed all the duties conditions of the employment agreement.  
12 Defendant knew that plaintiff had fulfilled her duties, conditions under the contract. Defendant  
13 breached the implied covenant of good faith and fair dealing under the employment agreement by  
14 discharging plaintiff intentionally, maliciously, and without cause in bad faith and for reasons  
15 extraneous to the contract. Furthermore, defendant discharged plaintiff at a time when the City Council  
16 majority was coming under increasing criticism from the Latino community. The angrier the Latino  
17 community got, the more hostile the City Council majority became in its treatment of Ms. Talley.  
18 Defendant further breached the implied covenant of good faith and fair dealing by violating and failing  
19 to follow its own personnel policies by failing to provide an appropriate employment review which is  
20 the custom and practice of defendant. Defendant further breached the covenant of good faith and fair  
21 dealing by terminating plaintiff and depriving her of significant employment benefits, including but not  
22 limited to salary and retirement benefits.

23 64. As a proximate result of defendant's breach of the implied covenant of good faith  
24 and fair dealing, plaintiff has suffered and continues to suffer losses in an amount to be established at  
25 trial. As a further and proximate result of defendant's breach of the implied covenant of good faith and  
26 fair dealing, plaintiff has incurred reasonable attorney's fees in attempting to secure the benefits owed  
27 plaintiff under the employment contract.  
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**FOURTH CAUSE OF ACTION**  
**NATIONAL ORIGIN-ETHNIC DISCRIMINATION**  
**(GOV. CODE SECTION 12940)**

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3           65.       Plaintiff incorporates by this reference all of the allegations contained in  
4 paragraph 1 through 64 above as though fully set forth herein.

5           66.       Ms. Talley was discriminated against on the basis of her National Origin in  
6 violation of the California Fair Employment and Housing Act.

7           67.       Ms. Talley was subjected to intimation and innuendo that her national origin  
8 tainted her opinions and prevented her from being objective on issues affecting the Latino Community.  
9 Additionally, members of the City Council questioned and defamed Ms. Talley's loyalty and  
10 professional integrity and expressed concern that their personal interests and the interests of the City of  
11 Anaheim were not being protected as a result of Ms. Talley's national origin as a Latina woman.

12           68.       This discrimination, harassment, and hostility coincided with the period of time  
13 during which the Latino Community began to vocally oppose positions and actions of the City Council  
14 majority, comprised of and controlled by Council Members Murray, Eastman and Sidhu.

15           69.       Council Member Murray's complaint that Ms. Talley had a "bias" in favor of  
16 certain council members was nothing more than a pretext for Council Member Murray's real complaint:  
17 Ms. Talley's legal opinions, although objective and fully supported by the law and outside counsel, had  
18 the result of furthering the interests of the Latino Community with whom she associated Ms. Talley.  
19 Similarly, Council Member Eastman's "feelings" about Ms. Talley and her statement that there was  
20 "something about" Ms. Talley were thinly veiled references to Ms. Talley's national origin as a Latina  
21 woman.

22           70.       Based on the conduct of members of the City Council and in light of the issues  
23 involved in the EAA and the Voting Rights Act lawsuit, Ms. Talley's national origin was a substantial  
24 motivating reason for her termination.

25           71.       Ms. Talley was treated less favorably than others because of her national origin.  
26 It was because of the fact that Ms. Talley is a Latina that her loyalty and job performance were  
27 questioned, ridiculed and discredited. There is no evidence to show a legitimate non-discriminatory  
28 reason to explain the conduct of the City Council and the act to terminate Ms. Talley as the City

1 Attorney. This is especially true, considering that prior to the commencement of the harassment Ms.  
2 Talley received stellar job performance reviews. Furthermore, even after members of the City Council  
3 began to harass Ms. Talley, members of the City Council were unable to provide specific and concrete  
4 circumstances/examples to explain any contention by them that Ms. Talley was not performing her  
5 duties well.

6 72. The disparaging, harassing, humiliating, disrespectful, and condescending  
7 conduct from the City Council towards Ms. Talley as a result of her national origin was severe and  
8 pervasive. This conduct lasted for many months.

9 73. After Ms. Talley's termination, she was replaced by a white male under the age of  
10 40 with less experience than Ms. Talley. The Council majority's intent to replace Ms. Talley with a  
11 white male who was ultimately selected as Ms. Talley's successor was revealed as early as June 20,  
12 2012, in an email in which Council Member Murray requested that Ms. Talley's successor be hired to  
13 provide a second opinion regarding issues on which Ms. Talley had previously and correctly opined.

14 74. As a result of the above-mentioned conduct, Ms. Talley has suffered damages.  
15 The damages include: lost wages; loss of future earnings; increased monthly medical premium  
16 payments; increased monthly dental premium payments; increased medical deductibles; loss of  
17 retirement pension benefits; and emotional distress. Although Ms. Talley has accepted a new position  
18 with a law firm (practicing in municipal law), she is still suffering loss of earnings. Ms. Talley has  
19 sustained damages in an amount as yet undetermined, which are ongoing and continuing to accrue, in an  
20 amount to be determined at the time of trial. Additionally, Ms. Talley is entitled to attorneys' fees and  
21 costs.

22 **FIFTH CAUSE OF ACTION**  
23 **GENDER DISCRIMINATION**  
24 **(GOV. CODE SECTION 12940)**

25 75. Plaintiff incorporates by this reference all of the allegations contained in  
26 paragraph 1 through 74 above as though fully set forth herein.

27 76. Ms. Talley was discriminated against on the basis of her gender in violation of  
28 California Fair Employment and Housing Act.

1           77.       Ms. Talley endured ridicule and harassment by members of the City Council as a  
2 result of being a woman (Latina). No other city official in a similar or equivalent level position was  
3 treated in the same manner as Ms. Talley. There was absolutely no basis for the treatment proffered by  
4 members of the City Council towards Ms. Talley.

5           78.       Ms. Talley's work performance received positive reviews. Even after the  
6 commencement of the disparate treatment, the members of the City Council were unable to provide  
7 specific instances/examples that demonstrated Ms. Talley's work performance as sub-par. Therefore,  
8 only ulterior reasons were behind Ms. Talley's employment termination by the City Council. The fact  
9 that Ms. Talley is a woman, of Hispanic descent, and over the age of 40 are all substantial and  
10 contributing reasons for Ms. Talley's employment termination.

11          79.       Further showing of the City Council's motive is the fact that after Ms. Talley's  
12 termination, she was replaced by a white male under the age of 40 with less experience than her.

13          80.       Further evidence of the gender discrimination being exhibited stems from Ms.  
14 Ridge, the Human Resources Director, telling Ms. Talley that she was going to file a Department of Fair  
15 Employment and Housing ("DFEH") complaint for gender discrimination. Ms. Ridge stated that she  
16 was going to use Ms. Talley as an example of the gender discrimination rampant "on the Seventh  
17 Floor," referring to the Office of City Manager and the City Council offices.

18          81.       The disparaging, harassing, humiliating, disrespectful, and condescending  
19 conduct from the City Council towards Ms. Talley as a result of her gender was severe and pervasive.  
20 This conduct by the City Council lasted for many months.

21          82.       As a result of the above-mentioned conduct, Ms. Talley has suffered damages.  
22 The damages include: lost wages; loss of future earnings; increased monthly medical premium  
23 payments; increased monthly dental premium payments; increased medical deductibles; loss of  
24 retirement pension benefits; and emotional distress. Although Ms. Talley has accepted a new position  
25 with a law firm (practicing in municipal law), she is still suffering loss of earnings. Ms. Talley has  
26 sustained damages in an amount as yet undetermined, which are ongoing and continuing to accrue, in an  
27 amount to be determined at the time of trial. Additionally, Ms. Talley is entitled to attorneys' fees and  
28 costs.



**SIXTH CAUSE OF ACTION**  
**AGE DISCRIMINATION**  
**(GOV. SECTION 12940)**

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3           83.       Plaintiff incorporates by this reference all of the allegations contained in  
4 paragraph 1 through 82 above as though fully set forth herein.

5           84.       Ms. Talley was discriminated against on the basis of her age in violation of  
6 California Fair Employment and Housing Act.

7           85.       Ms. Talley's age was a substantial reason for her termination as the City Attorney.

8           86.       The age discrimination became evident after her termination when she was  
9 replaced by a white male under the age of 40 with less experience than Ms. Talley. The City Council  
10 sought a City Attorney who was younger and more in-line with their views on the controversial and  
11 difficult issues facing the City of Anaheim.

12           87.       The disparaging, harassing, humiliating, disrespectful, and condescending  
13 conduct from the City Council towards Ms. Talley was severe and pervasive. The conduct lasted for  
14 many months.

15           88.       As a result of the above-mentioned conduct, Ms. Talley has suffered damages.  
16 The damages include: lost wages; loss of future earnings; increased monthly medical premium  
17 payments; increased monthly dental premium payments; increased medical deductibles; loss of  
18 retirement pension benefits; and emotional distress. Although Ms. Talley has accepted a new position  
19 with a law firm (practicing in municipal law), she is still suffering loss of earnings. Ms. Talley has  
20 sustained damages in an amount as yet undetermined, which are ongoing and continuing to accrue, in an  
21 amount to be determined at the time of trial. Additionally, Ms. Talley is entitled to attorneys' fees and  
22 costs.

**SEVENTH CAUSE OF ACTION**  
**RETALIATION (GOV. CODE SECTION 12940)**

23  
24  
25           89.       Plaintiff incorporates by this reference all of the allegations contained in  
26 paragraph 1 through 88 above as though fully set forth herein.

27           90.       Ms. Talley was retaliated against by the City of Anaheim through the conduct of  
28 the majority of the City Council. This conduct was done in violation of Cal. Govt. Code §12940(h).

1           91.       Several political issues facing the City of Anaheim and its Council became  
2 tumultuous and controversial. In particular were those related to the TOT, EAA, and allegations of  
3 violations of the California Voting Rights Act. The beginning of the disparate, harassing and  
4 discriminatory treatment against Ms. Talley coincided with the timing of the previously mentioned  
5 political issues.

6           92.       Ms. Talley's legal opinions regarding issues facing the City Council were  
7 unjustifiably challenged and ridiculed. Ms. Talley was accused of advocating for and acting on behalf  
8 of individual council members. Further, her loyalty, impartiality, and professional integrity were  
9 questioned when Ms. Talley was accused of not being able to be objective when dealing with issues in  
10 which the Latino Community was strongly opposed.

11          93.       Ms. Talley was subjected to rude behavior, condescending, and sarcastic remarks,  
12 public ridicule, verbal attacks, intimidation, false allegations, and sham performance evaluations.  
13 Regardless, Ms. Talley continued to perform her job well and to the best of her ability.

14          94.       Ms. Talley opposed the discrimination and harassment from members of the City  
15 Council. She continued to provide sound, reliable, and lawful legal opinions, often confirmed by  
16 outside counsel, despite the unremarkably awful treatment by members of the City Council. Further, she  
17 continued to perform her essential job functions in the best interest of the City of Anaheim. This was  
18 met by further harassment, embarrassment, humiliation, discrimination, and subsequently retaliation.

19          95.       The City, by and through members of its City Council, retaliated against Ms.  
20 Talley because her legal opinions opposed the positions of the Council's majority and because Ms.  
21 Talley would not succumb to the Council's threat of intimidation, ridicule, harassment, embarrassment  
22 and discrimination. As a result, she was terminated from her position as the City Attorney. She was  
23 provided two termination options, resign within 48 hours, or be publicly terminated by City Council  
24 vote.

25          96.       Based on the above-mentioned conduct, Ms. Talley has suffered damages. The  
26 damages include: lost wages; loss of future earnings; increased monthly medical premium payments;  
27 increased monthly dental premium payments; increased medical deductibles; loss of retirement pension  
28 benefits; and emotional distress. Although Ms. Talley has accepted a new position with a law firm

1 (practicing in municipal law), she is still suffering loss of earnings. Ms. Talley has sustained damages in  
2 an amount as yet undetermined, which are ongoing and continuing to accrue, in an amount to be  
3 determined at the time of trial. Additionally, Ms. Talley is entitled to attorneys' fees and costs.

4 **EIGHTH CAUSE OF ACTION**  
5 **FAILURE TO PROPERTY INVESTIGATE CLAIM OF**  
6 **DISCRIMINATION, HARASSMENT AND RETALIATION**

7 97. Plaintiff incorporates by this reference all of the allegations contained in  
8 paragraph 1 through 96 above as though fully set forth herein.

9 98. As demonstrated above, Ms. Talley was subjected to discrimination, harassment,  
10 and retaliation, in the course and scope of her employment. By a majority of the City Council, she was  
11 subjected to the following: verbal abuse; professional and personal humiliation; faced unwarranted and  
12 unfounded criticism; improper and false accusations of wrongdoing, poor performance, and was targeted  
13 because of her national origin and gender; and unlawfully terminated.

14 99. The City failed to take any reasonable steps to investigate the harassment,  
15 retaliation, or discrimination endured by Ms. Talley despite knowing of the conduct being directed  
16 towards her. The course of events described above occurred over several months, yet no steps were  
17 taken by the City to investigate the conduct.

18 100. The conduct described herein was observed by many City officials; yet, no  
19 investigation was ever commenced. The despicable conduct was sufficiently evident that the City  
20 should have engaged in measures to investigate the conduct.

21 101. Although no formal complaint was made by Ms. Talley, this does not alleviate the  
22 City's obligation to investigate. The harassment, discrimination, retaliation, ridicules and disparaging  
23 treatment was conducted both publicly and privately. Regardless, sufficient public officials were aware  
24 of the conduct being proffered that the City knew and/or should have known of the improper conduct.

25 102. The failure to investigate (and, as a result thereof, failure to take any rectifying  
26 measures) led to continuous humiliation, harassment, discrimination and retaliation against Ms. Talley.  
27 The City's failure to address the improper conduct by members of the City Council led to the  
28 termination of Ms. Talley from her employment position.





1 continuous basis until her termination. Ms. Talley considered the work environment to be hostile and  
2 abusive.

3 116. The harassing conduct was a substantial factor in causing Ms. Talley harm. As a  
4 result of the harassing conduct, her employment was terminated. Because of the despicable conduct she  
5 endured, when faced with the option to forcibly resign or face public termination by vote of the City  
6 Council, Ms. Talley decided to involuntarily resign. Further, the continuous harassment caused great  
7 emotional harm; including sleep deprivation, anxiety, embarrassment, and humiliation.

8 117. The damages suffered by Ms. Talley include: lost wages; loss of future earnings;  
9 increased monthly medical premium payments; increased monthly dental premium payments; increased  
10 medical deductibles; loss of retirement pension benefits; and emotional distress. Although Ms. Talley  
11 has accepted a new position with a law firm (practicing in municipal law), she is still suffering loss of  
12 earnings. Ms. Talley has sustained damages in an amount as yet undetermined, which are ongoing and  
13 continuing to accrue, in an amount to be determined at the time of trial. Additionally, Ms. Talley is  
14 entitled to attorneys' fees and costs.

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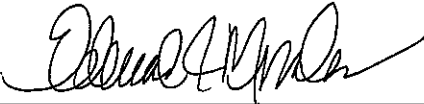
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1 **WHEREFORE**, Plaintiff Cristina Talley prays as follows:

- 2 1. For judgment in favor of Plaintiff against Defendant City of Anaheim and Does 1 through  
3 20;
- 4 2. For compensatory damages in an amount to be determined at the time of trial;
- 5 3. For reasonable attorneys' fees and allowable costs incurred by Plaintiff herein; and
- 6 4. For such other and further relief that is proper and just.

7 Dated: October 17, 2014

BORTON PETRINI, LLP

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10 By   
11 ROSEMARIE S. LEWIS, EDWARD J.  
12 MORALES, Attorneys for Plaintiff  
13 CRISTINA TALLEY  
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# Exhibit A





**DEPARTMENT OF FAIR EMPLOYMENT & HOUSING**

DIRECTOR PHYLIS W. CHENG

2218 Kausen Drive, Suite 100 | Elk Grove | CA 95758  
800-884-1684 | Videophone 916-226-5285 | TTY: 800-700-2320  
www.dfeh.ca.gov | email: contact.center@dfeh.ca.gov

Jan 23, 2014

Cristina Talley  
6 Golf Ridge  
Dove Canyon, CA 92679

RE: **Notice of Case Closure and Right to Sue**  
DFEH Matter Number: 208524-87995  
Right to Sue: Talley / City Of Anaheim c/o City Clerk, City of Anaheim

Dear Cristina Talley:

This letter informs you that the above-referenced complaint was filed with the Department of Fair Employment and Housing (DFEH) has been closed effective Jan 23, 2014 because an immediate Right to Sue notice was requested. DFEH will take no further action on the complaint.

**This letter is also your Right to Sue notice.** According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

To obtain a federal Right to Sue notice, you must visit the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this DFEH Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Department of Fair Employment and Housing

Enclosures

cc: City Of Anaheim c/o City Clerk