

NOTICE OF SPECIAL MEETING

Pursuant to Section 54956 of the Government Code of the State of California, a Special meeting of the **Tracy City Council** is hereby called for:

Date/Time: **Tuesday, June 7, 2022, 6:00 p.m.**
(or as soon thereafter as possible)

Location: **Tracy City Hall**
333 Civic Center Plaza, Tracy, CA.

Government Code Section 54954.3 states that every public meeting shall provide an opportunity for the public to address the Tracy City Council on any item, before or during consideration of the item, however no action shall be taken on any item not on the agenda.

The City of Tracy remains under a local emergency for COVID-19. This meeting will be open to the public for in-person and remote participation. For all persons attending the meeting in-person, in accordance with the California Department of Public Health guidelines, universal masking is recommended for all persons regardless of vaccination status as well as social distancing.

For Remote Public Comment:

During the Items from the Audience, public comment will be accepted via the options listed below. If you would like to comment remotely, please follow the protocols below:

- *Comments via:*
 - **Online by visiting** <https://cityoftracyevents.webex.com> and using the following **Event Number: 2550 280 1307** and **Event Password: TracyCC**
 - ***If you would like to participate in the public comment anonymously***, you may submit your comment via phone or in WebEx by typing “Anonymous” when prompted to provide a First and Last Name and inserting Anonymous@example.com when prompted to provide an email address. Join by phone by dialing +1-408-418-9388, enter 25502801307#8722922# Press *3 to raise the hand icon to speak on an item
- *Protocols for commenting via WebEx:*
 - *If you wish to comment under “Items from the Audience/Public Comment” portion of the agenda:*
 - *Listen for the Mayor to open “Items from the Audience/Public Comment”, then raise your hand to speak by clicking on the Hand icon on the Participants panel to the right of your screen.*
 - *If you no longer wish to comment, you may lower your hand by clicking on the Hand icon again.*
 - *Comments for the “Items from the Audience/Public Comment” will be accepted until the public comment period is closed.*

1. Call to Order
2. Roll Call
3. Items from the audience - *In accordance with Council Meeting Protocols and Rules of Procedure*, adopted by Resolution No. 2019-240, and last amended by Resolution No. 2021-049, a five-minute maximum time limit per speaker will apply to all individuals speaking during "Items from the Audience/Public Comment". For non-agendized items, Council Members may briefly respond to statements made or questions posed by individuals during public comment; ask questions for clarification; direct the individual to the appropriate staff member; or request that the matter be placed on a future agenda or that staff provide additional information to Council.
4. Request to Conduct Closed Session
 - A. Conference with Legal Counsel – Anticipated Litigation
 - i. Significant exposure to litigation pursuant to § 54956.9, subd. (e)(3): (One case).

Attachment A – Government Tort Act Claim
Attachment B – Private Attorney General Act Claim
 - B. Conference with Legal Counsel – Existing Litigation (Gov. Code Section 54956.9(d)(1))
 - i. Case Title: MARY MITRACOS, v. CITY OF TRACY, and SURLAND COMMUNITIES, LLC, CASE NO. C093383; COURT OF APPEAL, STATE OF CALIFORNIA THIRD APPELLATE DISTRICT
5. Reconvene to Open Session
6. Report of Final Action, if Any
7. Council Items and Comments
8. Adjournment



Mayor

Posting Date: June 6, 2022

The City of Tracy is in compliance with the Americans with Disabilities Act and will make all reasonable accommodations for the disabled to participate in employment, programs and facilities. Persons requiring assistance or auxiliary aids in order to participate, should contact the City Manager's Office at (209) 831-6000 at least 24 hours prior to the meeting.

NOTE: The City Council of Tracy retains the discretion to continue this closed session should discussions not be concluded prior to commencement of the Council's regular meeting scheduled for June 7, 2022, at 7:00 PM. If continued, the closed session will resume to such time period occurring on the June 7, 2022, regular meeting agenda after the conclusion of Item 5 (Staff Items) but before Item 6 (Council Items) and item 7 on this agenda will not occur.

CENTRAL SAN JOAQUIN VALLEY
RISK MANAGEMENT AUTHORITY

CLAIM FORM
(Please Type or Print)

CITY CLERK'S OFFICE

CLAIM AGAINST City of Tracy

(Name of Entity)

2022 MAY -5 AM 7:42

Claimant's Name Patrick Vargas

CITY OF TRACY S.S #: [REDACTED]

Claimant's Date of Birth [REDACTED]

Telephone # [REDACTED]

Claimant's Address [REDACTED]

Gender: Male Female

Address where Notices and Claims are to be sent, if different from above:

Ardalan Raghian, Esq. / Wylie, McBride, Platten & Renner, 2025 Gateway Place, Suite 430, San Jose, CA 95110

Date of Incident / Accident / Arrest: On or around January 13, 2022

Date Injuries, Damages or Losses were discovered: On or around January 13, 2022

Location of Incident / Accident / Arrest: City of Tracy, including at 835 N. Central Ave., Tracy, CA 95376

What did Entity or Employee do to cause this Loss, Damage or Injury?

See attachment.

(Use Back of this form or separate sheet if necessary to answer this question in detail)

What are the Names of the Entity's Employees who caused this Injury, Damage or Loss (if known)?

See attachment.

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What specific Injuries, Damages or Losses did Claimant receive? See attachment.

(Use Back of this form or separate sheet if necessary to answer this question in detail)

What amount of money is claimant seeking, or if amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)]

See attachment.

(Use back of this form or separate sheet if necessary to answer this question in detail)

How was this amount calculated (please itemize)? See attachment.

(Use back of this form or separate sheet if necessary to answer this question in detail)

Date Signed: May 3, 2022

Signature: [Signature]

If signed by Representative:

Representative's Name: Ardalan Raghian

Address: 2025 Gateway Place, Suite 430, San Jose, CA 95110

Telephone: [REDACTED]

Relationship to Claimant: Attorney

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www.wmprlaw.com

Claimant Patrick Vargas' Attachment to Government Claim Form

I. What did Entity or Employee do to cause this Loss, Damage or Injury?

This claim arises from the City of Tracy (hereafter, "City") and its former employee, Fire Chief Randall Bradley's (hereafter, "Bradley") retaliatory and defamatory actions against Patrick Vargas (hereafter, "Claimant") as Fire Division Chief of the South San Joaquin County Fire Authority (hereafter, "SSJCFA"), as well as the City and Bradley's violations of state statutes.

Bradley was an employee of the City between in or around December 2015 to on or around January 2, 2022, when he became an employee of the SSJCFA pursuant to a personnel transition plan.

At all times material herein: (1) Bradley was acting in his official capacity as Fire Chief; (2) the City authorized, ratified, and/or encouraged Bradley's actions; (3) for purposes of the Firefighter Procedural Bill of Rights Act, Claimant was a firefighter who completed the probationary period and/or was not subject to a probationary period and/or there was no probationary period established by the City as a condition of his employment; and (4) the City managed or was otherwise responsible for all Human Resources matters for SSJCFA.

At all times material herein, the City and Bradley believed that Claimant and his wife were questioning and raising concerns to the public, City officials, and other decision makers, including but not limited to the Tracy Rural Fire District (hereafter, "TRFD") Board, about Bradley's competency, the SSJCFA, and its personnel transition plan. The City and Bradley further believed, incorrectly, that Claimant and his wife were scheming and acting to: (1) attack Bradley, including but not limited to by replacing him as Fire Chief; (2) sabotage the SSJCFA, including but not limited to by working to establish a new fire department to take over and/or replace the SSJCFA; (3) dissolve the SSJCFA; (4) disrupt or otherwise prevent the personnel transition plan from being implemented; and (5) have Claimant become the executive director of the TRFD with the intent to disrupt or otherwise destroy the SSJCFA.

Between in and around the Spring of 2019 to in or around the Fall of 2021, Bradley had frequently commented to Claimant that Claimant was in a difficult position because of his wife's role on the City's City Council with respect to her questioning of the SSJCFA and its personnel transition plan.

In or around the Spring of 2019, Bradley expressed to Claimant that he was upset about his wife's questioning of the SSJCFA and its personnel transition plan. Bradley asked Claimant where his wife might be coming up with her questions regarding the financials and sustainability of the SSJCFA. The manner in which Bradley asked this was understood by Claimant to mean that Bradley was accusing him of providing his wife information and/or questions to ask. Bradley then told Claimant that his wife has been putting Claimant in a "precarious position" as a result of her questioning of the SSJCFA and its personnel transition plan.

In or around the Spring of 2020, Bradley told Claimant, "I am marginalizing you because of your wife." Bradley then told Claimant that he had heard rumors that Claimant was going to "turn" on him, and Bradley accused Claimant of wanting to replace him as Fire Chief and of wanting to become the executive director of the TRFD, which is a member agency of the SSJCFA. Claimant assured Bradley that these rumors were false and that he supported the SSJCFA, which was met with skepticism by Bradley.

In or around September 2020, Claimant asked Bradley for permission to respond to a Cal Fire emergency and Bradley told him, "as long as your wife is not going to get pissed off at me." During a separate conversation that same day, Bradley told Claimant, "I have no choice," and explained to Claimant that he had to "marginalize" him. Claimant understood this to mean that Bradley was marginalizing him because of his wife's involvement in questioning the SSJCFA and its personnel transition plan, in addition to Bradley's incorrect belief that Claimant was working against him, the SSJCFA, and its personnel transition plan.

The City and Bradley intentionally distanced Claimant from the SSJCFA and its operations, denied him work opportunities and assignments, stripped him of his responsibilities, initiated a smear campaign against him, subjected him to improper investigations in 2021, improperly placed him on administrative leave on or around January 3, 2022, and unlawfully terminated Claimant on or around January 13, 2022.

On information and belief, Claimant alleges that the City and Bradley:

1. Acting under color of law, unlawfully retaliated against Claimant for exercising his state and federal constitutional rights to engage in free speech activities, including but not limited to supporting his wife Veronica Vargas' political campaign, as well as for Claimant's actual and/or perceived communications with his wife and others, including but not limited to the TRFD Board, about political and non-political matters, including but not limited to issues concerning the City and SSJCFA.
2. Acting under color of law, unlawfully retaliated against Claimant for exercising his state and federal constitutional rights to freely associate with his wife and/or because of Claimant's perceived political beliefs, political motivations, and/or political associations with respect to his perceived concerns with Bradley as Fire Chief, the SSJCFA, and its personnel transition plan, as well as his perceived communications with others regarding the City and the SSJCFA and his perceived goals to sabotage and/or dissolve the SSJCFA and replace Bradley as Fire Chief.
3. Violated Government Code Section 3252, subdivision (a), by prohibiting Claimant from engaging in political activity, where in or around the Fall of 2020, Bradley told Claimant that he was not to speak with the TRFD Board within the context of statements he made directly before, wherein he stated there was "political backdooring" and expressed frustration with the SSJCFA's personnel transition plan being stalled and questioned. Claimant understood the statements to mean that he was not to speak with the TRFD Board while both on and off duty. Claimant additionally understood, based on Bradley's prior statements to him described herein, and further based on Claimant's understanding that Bradley believed, incorrectly, that he and his wife were working against him, the SSJCFA,

and its personnel transition plan, that he was prohibited from engaging in political activity, while both on and off duty.

4. Violated Government Code Section 3254, subdivision (a), by subjecting Claimant to punitive actions because of his lawful exercise of his rights under the Firefighters Procedural Bill of Rights Act, including but not limited to his lawful exercise of, or his perceived lawful exercise of, his rights under Government Code Section 3252, subdivision (a). Such punitive actions include but are not limited to intentionally distancing Claimant from the SSJCFA and its operations, denying him work opportunities and assignments, stripping him of his responsibilities, initiating a smear campaign against him, subjecting him to improper investigations, improperly placing him on administrative leave, and unlawfully terminating Claimant on or around January 13, 2022.
5. Violated Government Code Section 3254, subdivision (b), by taking punitive actions against Claimant without providing him the opportunity for administrative appeal. Such punitive actions include but are not limited to intentionally distancing Claimant from the SSJCFA and its operations, denying him work opportunities and assignments, stripping him of his responsibilities, initiating a smear campaign against him, subjecting him to improper investigations, improperly placing him on administrative leave, and unlawfully terminating Claimant on or around January 13, 2022.
6. Violated Government Code Section 3254, subdivision (f), by notifying Claimant of their decisions to impose discipline against him less than 48 hours before imposing such discipline, which includes but is not limited to the placement of Claimant on administrative leave and the termination of Claimant.
7. Violated Labor Code Section 1101 by making a rule forbidding and/or preventing employees from engaging and/or participating in politics, and controlling and/or directing, or tending to control and/or direct, the political activities and/or affiliations of employees, which includes but is not limited to Bradley telling Claimant to not speak with the TRFD Board as described herein in paragraph three (3). Additionally, the conduct of Bradley at all times material herein evidenced to Claimant that he was not to communicate with the TRFD Board or any other decision makers, including City employees, about the SSJCFA, including its operations, goals, and personnel transition plan.
8. Violated Labor Code Section 1102 by coercing and/or influencing and/or attempting to coerce and/or influence Claimant through or by means of threat of discharge and/or loss of employment to adopt or follow or refrain from adopting and/or following any particular course or line of political action or political activity, which includes but is not limited to: (1) statements Bradley made to Claimant, including those stated herein; (2) the conduct of Bradley at all times material herein, evidencing to Claimant that he was not to communicate with the TRFD Board or any other decision makers, including City employees, about the SSJCFA, including its operations, goals, and personnel transition plan; (3) the improper investigations into Claimant; (4) the improper placement of Claimant on administrative leave; and (5) Claimant's termination.
9. Violated Labor Code Section 1102.5 by retaliating against Claimant based on the belief that he disclosed or may disclose information to a government agency, to a person with

authority over him who has the authority to investigate, discover, or correct a violation or noncompliance, or to a public body conducting an investigation, hearing, or inquiry.

10. Violated Labor Code Section 98.6 by discharging, retaliating, and taking adverse actions against Claimant because he engaged in conduct protected by Labor Code Sections 1101, 1102, and 1102.5, as provided herein.
11. Were negligent, in that they had a duty, and breached their duty, to use reasonable care to ensure that Plaintiff was not harmed in their employ, and/or a duty to use reasonable care to comply with the state and federal constitutions and/or with statutes, regulations, and/or ordinances so that Plaintiff's rights would not be violated.
12. Defamed Claimant by making false statements about him or causing false statements to be made about him, where statements were made or were caused to be made in 2021 and 2022 on a website, www.transparenttracy.com, and on a public Facebook group page asserting that Claimant: (1) was convicted of a felony in 1995; (2) was convicted of stealing or otherwise wrongfully took taxpayer money, including from the fire department; and (3) served time in prison.
13. Publicly disclosed information and/or material, or caused the disclosure of information and/or material, that showed Claimant in a false light, where statements were made or were caused to be made in 2021 and 2022 on a website, www.transparenttracy.com, and on a public Facebook group page asserting that Claimant: (1) was convicted of a felony in 1995; (2) was convicted of stealing or otherwise wrongfully took taxpayer money, including from the fire department; and (3) served time in prison.
14. Failed to perform its mandatory duties under state statutes, regulations, and/or ordinances, including but not limited to the statutes stated above.

II. What are the Names of the Entity's Employees who caused this Injury, Damage or Loss (if known)?

The names of the City and SSJCFA's employees who caused this injury, damage, or loss include but are not limited to Randall Bradley, as Fire Chief of SSJCFA. Other names of employees are unknown at this time.

III. What specific Injuries, Damages or Losses did Claimant receive?

Claimant has suffered, and will continue to suffer, economic injury, the loss of job benefits, harm to his reputation, profession, and occupation, humiliation, severe mental anguish, as well as emotional and physical distress. Moreover, Claimant has been subjected to shame, mortification, and hurt feelings. Additionally, Claimant has incurred, and will likely continue to incur litigation costs including attorneys' fees. Claimant reserves the right to assert other injuries, damages, or losses as they are realized by him.

IV. What amount of money is claimant seeking, or if amount is in excess of \$10,000, which is the appropriate court of jurisdiction? How was this amount calculated (please itemize)?

Claimant seeks redress in excess of \$25,000. Claimant is not required to state an exact amount of damages, as those damages will be proved and provided to the City after discovery and/or expert testimony about his emotional distress and injury to his reputation. (*See, Meister v. Mensinger* (2014) 230 Cal.App.4th 381, 396-397; *See also*, Cal. Gov. Code § 910(f).) This case will be an unlimited civil action. The appropriate court of jurisdiction is the Superior Court of the State of California in and for the County of San Joaquin.

**WYLIE, McBRIDE,
PLATTEN & RENNER**

A Law Corporation

RICHARD J. WYLIE, 1933-2018
MARK S. RENNER, *Retired*

JOHN McBRIDE
CHRISTOPHER E. PLATTEN
ARDALAN RAGHIAN
ROBERT E. JESINGER, *Of Counsel*

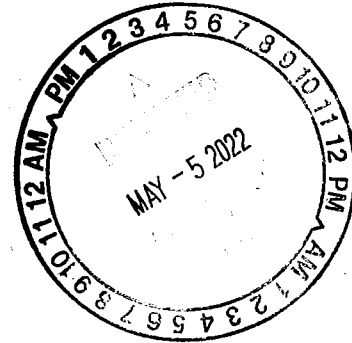
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May 3, 2022

DELIVERED VIA U.S. MAIL

Adrienne Richardson, City of Tracy City Clerk
City of Tracy City Clerk's Office
333 Civic Center Plaza
Tracy, CA 95376



RE: Patrick Vargas' Written Notice of PAGA Claim

To whom this may concern,

Please be advised that this law office represents Patrick Vargas. Attached you will find Mr. Vargas' PAGA Claim Notice filed with the California Labor and Workforce Development Agency's Department of Industrial Relations on May 3, 2022. Pursuant to Labor Code Section 2699.3, subdivision (a), Mr. Vargas is providing written notice to the City of Tracy by providing a copy of the PAGA Claim Notice filed on May 3, 2022.

Very truly yours,

Ardalan Raghian, Esq.

Wylie, McBride, Platten & Renner

Attorney for Patrick Vargas

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May 3, 2022

Patrick Vargas' PAGA Claim Notice

Patrick Vargas (hereafter, "Claimant") asserts that the City of Tracy (hereafter, "City") and the South San Joaquin County Fire Authority (hereafter, "SSJCFA") violated Labor Code Sections 1101, 1102, 1102.5, and 98.6. Pursuant to Labor Code Section 2699.3, subdivision (a), Claimant has provided written notice by mailing this PAGA Claim Notice to the City and SSJCFA on May 3, 2022.

Prior to on or around January 2, 2022, the employer of record for Claimant as Fire Division Chief of the SSJCFA was the City. After the SSJCFA's personnel transition plan was implemented on or around that date, the employer of record for Claimant as Fire Division Chief of the SSJCFA became the SSJCFA.

At all times material herein, Randall Bradley (hereafter, "Bradley") was acting in his official capacity as Fire Chief of the SSJCFA and was employed by the City, except for after on or around January 2, 2022, where Bradley became an employee of the SSJCFA.

At all times material herein, the City and SSJCFA authorized, ratified, and/or encouraged Bradley's actions. At all times material herein, the City managed or was otherwise responsible for all Human Resources matters for the SSJCFA.

At all times material herein, the City, SSJCFA, and Bradley believed that Claimant and his wife were questioning and raising concerns to the public, City officials, and other decision makers, including but not limited to the Tracy Rural Fire District (hereafter, "TRFD") Board, about Bradley's competency, the SSJCFA, and its personnel transition plan. The City, SSJCFA, and Bradley further believed, incorrectly, that Claimant and his wife were scheming and acting to: (1) attack Bradley, including but not limited to by replacing him as Fire Chief; (2) sabotage the SSJCFA, including but not limited to by working to establish a new fire department to take over and/or replace the SSJCFA; (3) dissolve the SSJCFA; (4) disrupt or otherwise prevent the personnel transition plan from being implemented; and (5) have Claimant become the executive director of the TRFD with the intent to disrupt or otherwise destroy the SSJCFA.

Between in and around the Spring of 2019 to in or around the Fall of 2021, Bradley had frequently commented to Claimant that Claimant was in a difficult position because of his wife's role on the City's City Council with respect to her questioning of the SSJCFA and its personnel transition plan.

In or around the Spring of 2019, Bradley expressed to Claimant that he was upset about his wife's questioning of the SSJCFA and its personnel transition plan. Bradley asked Claimant where his wife might be coming up with her questions regarding the financials and sustainability of the

SSJCFA. The manner in which Bradley asked this was understood by Claimant to mean that Bradley was accusing him of providing his wife information and/or questions to ask. Bradley then told Claimant that his wife has been putting Claimant in a "precarious position" as a result of her questioning of the SSJCFA and its personnel transition plan.

In or around the Spring of 2020, Bradley told Claimant, "I am marginalizing you because of your wife." Bradley then told Claimant that he had heard rumors that Claimant was going to "turn" on him, and Bradley accused Claimant of wanting to replace him as Fire Chief and of wanting to become the executive director of the TRFD, which is a member agency of the SSJCFA. Claimant assured Bradley that these rumors were false and that he supported the SSJCFA, which was met with skepticism by Bradley.

In or around September 2020, Claimant asked Bradley for permission to respond to a Cal Fire emergency and Bradley told him, "as long as your wife is not going to get pissed off at me." During a separate conversation that same day, Bradley told Claimant, "I have no choice," and explained to Claimant that he had to "marginalize" him. Claimant understood this to mean that Bradley was marginalizing him because of his wife's involvement in questioning the SSJCFA and its personnel transition plan, in addition to Bradley's incorrect belief that Claimant was working against him, the SSJCFA, and its personnel transition plan.

The City, SSJCFA, and Bradley intentionally distanced Claimant from the SSJCFA and its operations, denied him work opportunities and assignments, stripped him of his responsibilities, initiated a smear campaign against him, subjected him to improper investigations in 2021, improperly placed him on administrative leave on or around January 3, 2022, and unlawfully terminated Claimant on or around January 13, 2022.

In violation of Labor Code Section 1101, the City, SSJCFA, and Bradley made a rule forbidding and/or preventing employees from engaging and/or participating in politics, and controlling and/or directing, or tending to control and/or direct, the political activities and/or affiliations of employees. In or around the Fall of 2020, during a daily morning phone call with SSJCFA administrative staff, Bradley stated, within the context of Bradley expressing frustration with the SSJCFA's personnel transition plan being stalled and questioned and his statement that there was "political backdooring," that no one was allowed to speak with the TRFD Board. This statement was targeted toward Claimant and understood by him to apply to him while both on and off duty. This statement was targeted toward Claimant as Bradley believed, incorrectly, that he and his wife were working against him and the SSJCFA by challenging the SSJCFA's sustainability and personnel transition plan, including by communicating with the TRFD Board, which is a parent agency to the SSJCFA. In addition to this statement, the conduct of Bradley at all times material herein evidenced to Claimant that he was not to communicate with the TRFD Board or any other decision makers, including City employees, about the SSJCFA, including its operations, goals, and personnel transition plan.

In violation of Labor Code Section 1102, the City and SSJCFA coerced and/or influenced and/or attempted to coerce and/or influence Claimant through or by means of threat of discharge and/or loss of employment to adopt or follow or refrain from adopting and/or following any particular course or line of political action or political activity. This is demonstrated by: (1) statements Bradley made to Claimant, including those stated herein; (2) the improper investigations into Claimant which were concluded to be unfounded; (3) the improper placement of Claimant on

administrative leave; and (4) Claimant's termination. Bradley believed, incorrectly, that Claimant and his wife were working against him and the SSJCFA by communicating their concerns about the SSJCFA with others, including the TRFD Board and other decision makers. As explained above, Bradley explicitly told Claimant not to communicate with the TRFD Board, and Bradley's conduct at all times material herein evidenced to Claimant that he was not to communicate with the TRFD Board or any other decision makers, including City employees, about the SSJCFA, including its operations, goals, and personnel transition plan.

In violation of Labor Code 1102.5, the City and SSJCFA retaliated against Claimant based on their belief that he disclosed or may disclose information to a government agency, to a person with authority over him who has the authority to investigate, discover, or correct a violation or noncompliance, or to a public body conducting an investigation, hearing, or inquiry. Bradley believed that Claimant and his wife were disclosing or would disclose information related to the SSJCFA and its personnel transition plan to the TRFD Board and other decision makers, including individuals working for or with the City. Such retaliatory actions include but are not limited to Claimant's termination, the improper investigations into him, his improper placement on administrative leave, as well as the intentional distancing of Claimant from the SSJCFA and its operations, denying Claimant work opportunities and assignments, and stripping Claimant of his responsibilities.

In violation of Labor Code Section 98.6, the City and SSJCFA discharged, retaliated against, and took adverse actions against Claimant because he engaged in conduct protected by Labor Code Sections 1101, 1102, and 1102.5, as stated above. Such actions included but are not limited to Claimant's termination, the improper investigations into him, his improper placement on administrative leave, as well as the intentional distancing of Claimant from the SSJCFA and its operations, denying Claimant work opportunities and assignments, and stripping Claimant of his responsibilities.