

LARRY L. BAUMBACH
SBN 50086
Law Office of Larry L. Baumbach
2531 Forest Ave., Ste 100
Chico, California 95928
Telephone: (530)891-6222
Fax: (530)893-8245

ANIL PAI
SBN 234189
Pai Law Firm
2531 Forest Ave., Ste 100
Chico, California 95928
Telephone: (530)924-5999
Fax: (530)924-0969

Attorneys for Plaintiff
ROBERT RAITER

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

ROBERT RAITER

Plaintiffs,

vs.

CITY OF OROVILLE and DOES 1 through
50.

Defendants

Case No.:

COMPLAINT FOR DAMAGES

**[42 U.S.C. §1983; FEHA; Cal. Labor
Code §1102.5]**

(DEMAND FOR JURY TRIAL)

JURISDICTION and VENUE

1. This action is brought by Plaintiff, ROBERT RAITER (hereafter "OFFICER RAITER"), a resident of Butte County, CA, in his individual capacity, pursuant to 42 U.S.C. §1983 to redress the violation by Defendant, CITY OF OROVILLE, of Officer Raiter's right secured by the First, Fifth and Fourteenth Amendments to the United States Constitution and by California Code of Civil Procedure 51.7, et seq. The Court has jurisdiction of this action under 28 U.S.C. §1143, and 28 U.S.C. §1331. .

1 2. Defendant, CITY OF OROVILLE is and was at all times mentioned
2 herein, a city located in Butte County, California; DOES 1-50 are employed by and/or
3 agents of the CITY OF OROVILLE. Said DOES are sued individually and in their
4 official capacity. At all times herein mentioned, Defendants DOES 1 through 50 were
5 acting under color of state law.

6 3. The Defendant, CITY OF OROVILLE, is and was at all times mentioned
7 herein a body politic located in Northern California and within the Eastern District
8 Federal Court and employed and/or was the principle of DOES 1-50 mentioned herein
9 and was organized and exists under and by virtue of the laws of the State of California.

10 **FACTS COMMON TO ALL CAUSES OF ACTION**

11 4. OFFICER RAITER began employment as an officer at Defendant, CITY
12 OF OROVILLE, on or about August of 2015. Soon after starting, OFFICER RAITER
13 completed his probationary period without issue. Additionally, from 2015 up until 2020
14 (when he first began raising concerns about the unlawful practices at the police
15 department), OFFICER RAITER received outstanding reviews and evaluations during
16 this tenure. Specifically, during one such evaluation, OFFICER RAITER was noted to
17 be “the future of the department.”

18 6. All of this suddenly changed in June of 2020 following OFFICER
19 RAITER's, involvement in an investigation involving an administrative complaint made
20 by a female community policing officer, M.H. who filed sexual harassment complaint
21 against Sergeant Ray Stott.

22 7. On information and belief, Stott was continually calling her a bitch for
23 several weeks and on one occasion Stott entered the break room where M.H. was
24 eating alone. Stott asked M.H. if her burrito tasted like “pussy.” Stott blocked M.H.'s exit
25 so she could not leave while he was speaking to her. M.H. complained to Sergeant
26 Mike Sears who reported it up to the chain of command and an Internal Affairs
27 (hereinafter “IA”) matter was opened.
28

1 8. On information and belief, Sergeant Mike Sears was chastised for
2 bringing M.H.'s complaint to the administration. Chief Joe Deal was upset that Sears
3 had not talked M.H. out of complaining. Chief Deal had constantly undermined
4 Sergeant Sears, who is African American, and attempted to improperly prolong
5 Sergeant Sears' probation. Sergeant Sears had reported several criminal acts by other
6 officers within the department. Chief Deal ignored these complaints and failed to
7 investigate them even though they were felony offenses with clear evidence that the
8 felony occurred.

9 9. Shortly after the IA matter was opened up, OFFICER RAITER was
10 interviewed by Brittany Bortoff, an outside workplace investigator. At the beginning of
11 the interview, Ms. Bortoff asked a general question of "have you ever witnessed sexual
12 harassment in the workplace?" OFFICER RAITER believed Ms. Bortoff was asking
13 about Lieutenant Gil Zarate who OFFICER RAITER knew was a habitual sexual
14 harasser in the department. Thus, not knowing the IA investigation was about Sergeant
15 Stott, OFFICER RAITER provided all incidences of sexual harassment and improper
16 conduct that he had witnessed and heard about Lt. Zarate.

17 10. In the days following OFFICER RAITER participating in the IA
18 investigation as a witness, Lt. Zarate's behavior and actions toward OFFICER RAITER
19 immediately changed. Specifically, whenever OFFICER RAITER would pass Lt. Zarate
20 in the department, Lt. Zarate would leer at him, block his path, and be generally
21 discourteous. Lt. Zarate made a comment to other employees that he would like to
22 "take [OFFICER RAITER] down a peg".

23 11. On or about July 14, 2020, during a July 4th Fireworks detail, the officers
24 were instructed to start "roving patrol". OFFICER RAITER realized no one had thought
25 to bring a breathalyzer to the detail so he drove to the police department to get one. As
26 soon as he left Lt. Zarate approached Sergeant Sears and said that OFFICER RAITER
27 leaving was an act of insubordination and that Sears needed to write him up. Lt Zarate
28 made the comment to Sears that he liked to watch Sears struggle to be an adequate

1 supervisor. Sergeant Sears called OFFICER RAITER back to the detail and OFFICER
2 RAITER explained his reason for leaving and noted that he had not been ordered to
3 stay at the detail and was told to patrol the area. Sergeant Sears did not see any
4 reason for any disciplinary action. Further Sergeant Sears told OFFICER RAITER that
5 Lt. Zarate was looking for reasons to discipline him, even if not valid and that he should
6 be careful.

7 12. Lt. Zarate's improper and retaliatory behavior towards OFFICER RAITER
8 continued to worsen, to the point that Sergeant Sears discussed Lt. Zarate's conduct
9 with his supervising officer, Lt. Solano. Specifically, Sergeant Sears was concerned
10 about Lt. Zarate trying to pressure Sears into writing OFFICER RAITER up for trivial
11 things. Sergeant Sears told Lt. Solano that Lt. Zarate needs to understand it is not
12 appropriate to use purported "disciplinary action" to get back at officers.

13 13. On July 14, 2020, when OFFICER RAITER was standing in a doorway
14 with Sergeant Sears and another officer, Eric Hutton, none of whom were wearing
15 masks, but were social distancing, Lt. Zarate singled out OFFICER RAITER and, in a
16 stern tone, asked him where his mask was. OFFICER RAITER then went to retrieve his
17 mask and, as he was leaving, noted Lt. Zarate speaking to the two other officers who
18 were not wearing mask, but never asking either officer why they were not wearing
19 masks.

20 14. On July 15, 2020, OFFICER RAITER filed a formal grievance about Lt.
21 Zarate's improper behavior, the attempts to single out OFFICER RAITER and Lt.
22 Zarate trying to take disciplinary actions against OFFICER RAITER for proper action,
23 all of which began after OFFICER RAITER told the IA investigator about Lt. Zarate's
24 acts of sexual harassment and improper actions, approximately one month earlier.

25 15. On July 18, 2020, just three days following OFFICER RAITER filing his
26 grievance, OFFICER RAITER was removed from a specialty assignment as an
27 instructor. The position provided OFFICER RAITER with teaching experience and
28 improved his training and qualifications as an officer. Tellingly, after OFFICER RAITER

1 was removed from the assignment without any explanation or reason being provided,
2 the position was opened up for other officers to apply for.

3 16. On July 23, 2020, OFFICER RAITER was served with a document from
4 Chief Deal. The document stated that OFFICER RAITER was to meet with one of the
5 City's attorneys on July 24, 2020. Further, although the document stated OFFICER
6 RAITER's participation was voluntary, the document also noted that failure to attend
7 the meeting would result in disciplinary action.

8 17. On July 24, 2020, OFFICER RAITER met with an attorney, who he
9 believes was David G. Ritchie. Attorney Ritchie represented that he was acting as the
10 City Attorney and confirmed that OFFICER RAITER was not being interviewed as the
11 subject of any IA investigation against him. Attorney Ritchie began asking OFFICER
12 RAITER about the incidents and grievances he cited in his formal grievance filed on
13 July 15, 2020. OFFICER RAITER then asked Attorney Ritchie if there was no IA
14 investigation, then what was the purpose of this interview to evaluate any liability on the
15 part of the city. Following this question, Attorney Ritchie abruptly ended the interview.

16 18. On or about July of 2022, OFFICER RAITER applied for a position with
17 another Sherriff's Office. During that process, OFFICER RAITER told the Sherriff's
18 Office that he had sex with his then girlfriend once when he was on break during one of
19 his shifts.

20 19. At the time this incident occurred and during the Sherriff's Office
21 interview, OFFICER RAITER did not believe that this conduct violated any policies or
22 procedures because there had been a pattern and practice and culture at the
23 Department of such conduct, which was in fact encouraged and seen as a "right of
24 passage". More specifically:

25 A. On or about November of 2018, Chief Deal (who was then a Sergeant
26 told Officer Raiter that he had a "beat wife" (someone other than his actual wife)
27 who he would have sex with while on duty. Additionally, Chief Deal stated that
28 he would frequently cover other officers so that they could have sex on duty.

1 B. Likewise, Chief Deal used to do “ride alongs” with his wife every
2 Friday where he would have sex with her while on duty. This should be captured
3 in the logs of these ride-alongs.

4 C. Additionally, based on information and belief, an officer, Jared
5 Cooley, had previously reported to then Chief Bill Lagrone, that he had a sexual
6 encounter with a woman who was intoxicated while on duty. The Department’s
7 primary concern was not the fact that the officer had sex while on duty, but
8 rather the woman’s ability to provide consent because of her intoxication. As a
9 result, the officer received only a letter of reprimand.

10 D. Also, based on information and belief, in 2017, Sergeant John
11 Sazone and Officer, Marcus Tennikeit, both had sexual relations with the
12 Sergeant’s then girlfriend while on duty on separate occasions. During this time,
13 the Sergeant was married and would have Officer Tennikeit call the Sergeant
14 wife and convince her that only the Officer was having sex with the woman. This
15 was widely known in the Department, but no disciplinary action was ever taken.

16 E. Likewise, based on information and belief, in 2019 Officer Shane
17 Carpenter had sexual intercourse while on duty with a female dispatcher, N.A.,
18 while on a “ride-along.” Joe Deal was the Chief of Police at this time and this
19 incident was reported to him. However, no action was taken by Chief Deal.

20
21 20. Thus, as shown above, the Defendant had a pattern and practice, as well
22 as culture, of allowing, and indeed encouraging and facilitating, officers to have sexual
23 relations while on duty.

24 21. On August 5, 2020, after withdrawing his application to the Sherriff’s
25 Office, OFFICER RAITER met with Chief Deal to discuss the ongoing issues he was
26 having with Lt. Zarate. Additionally, and in the interests of full disclosure, OFFICER
27 RAITER notified Chief Deal that he had applied to the Sherriff’s Office, but had
28 withdrawn his application.

1 22. During this meeting, Chief Deal asked OFFICER RAITER about who he
2 was going to use as a realtor for selling his home. OFFICER RAITER was beginning
3 the process to sell his home and Chief Deal's wife is a realtor. Chief Deal often
4 pressured members of the department to hire his wife when selling their homes.
5 OFFICER RAITER had previously hired Chief Deal's wife when he purchased his home
6 after Chief Deal kept pressuring him to hire her. After OFFICER RAITER hired Chief
7 Deal's wife to purchase this home (in November 2019) Chief Deal immediately put him
8 into a specialty assignment, the POP Team. However, OFFICER RAITER was not
9 happy with his experience with Chief Deal's wife and did not want to hire her again.
10 However, OFFICER RAITER knew from talking to other employees that Chief Deal had
11 a history of lashing out against people who refused to hire his wife. Accordingly,
12 OFFICER RAITER told Chief Deal that he would think about hiring his wife again, even
13 though he had no intention of doing so.

14 23. At the end of the meeting, Chief Deal raised no concerns about the
15 application to the Sherriff's Office and assured OFFICER RAITER that "Lt. Zarate had
16 no voice in the Department" and that he should not be worried.

17 24. On August 10, 2020, OFFICER RAITER finalized the sale of his home
18 and did not use Chief Deal's wife as a realtor. Just two days following the close of the
19 home, Chief Deal removed all of OFFICER RAITER's previously scheduled overtime
20 hours. Additionally, Chief Deal changed OFFICER RAITER's schedule so that the
21 hours were different every day. Additionally, notwithstanding the issues that OFFICER
22 RAITER was having with Lt. Zarate and the grievance he had filed, Chief Deal
23 "restructured" the police department so that Lt. Zarate was now OFFICER RAITER's
24 supervising officer.

25 25. On August 20, 2020, Chief Deal called OFFICER RAITER into his office
26 and handed him four pieces of paper. The first two pages were a notice of witness
27 interview for an IA investigation regarding his grievance for Lt. Zarate and the next two
28 pages were a "disciplinary action" for a traffic collision OFFICER RAITER was alleged

1 to have been involved in of May of 2020. However, in May of 2020, Chief Deal had told
2 OFFICER RAITER that the collision was “the cost of doing business” and nothing
3 would come of it.

4 26. As evidenced by the timing of the purported IA investigation as well as
5 Chief Deal’s prior statements in May of 2020, it was clear that OFFICER RAITER was
6 being punished for filing the grievance against Lt. Zarate. Specifically, Chief Deal was
7 attempting to dissuade OFFICER RAITER from continuing with his grievance.
8 Additionally, receiving punishment for a collision was not the normal practice of the
9 department. Specifically, Officer Tennigkeit had been in three at fault collisions and, on
10 one of these collisions, totaled a brand new special k9 patrol vehicle and received no
11 punishment. Similarly, Officer Ali Khan, was in a similar collision as OFFICER RAITER.
12 Officer Khan was found to be at fault and received no punishment. The only difference
13 between these other officers and OFFICER RAITER, was that OFFICER RAITER had
14 filed a grievance against Lt. Zarate and that OFFICER RAITER declined to use Chief
15 Deal’s wife as his real estate agent.

16 27. On August 20, 2020, OFFICER RAITER submitted a “Skelly” notice to the
17 personnel officer, as required by the Defendant’s Memorandum of Understanding
18 (“MOU”), detailing Chief Deal’s recent retaliatory acts as set forth above.

19 28. On September 25, 2020, OFFICER RAITER was contacted by Butte
20 County District Attorney, Mike Ramsey, to meet. OFFICER RAITER ultimately met with
21 DA Ramsey, as well as Juan Diaz, Butte County District Attorney Officer’s Chief
22 Investigation. During the meeting, OFFICER RAITER was questioned about illegal acts
23 and corruption at Oroville Police Department. OFFICER RAITER relayed that he had
24 personal knowledge of several such acts which included, but was not limited to, the
25 following:

26 A. An incident wherein Emilio Agnew, an African-American male, was
27 victimized by having artwork taken from his home by Officer Ray Stott. Rather than
28 admit the artwork as evidence as required by law, Sergeant Stott hung it in his office

1 like trophies. After ignoring complaints made by other officer regarding the conduct,
2 Officer Stott created a false report stating that the artwork was in "storage" when they
3 were improperly in his office for over a year.

4 B. Despite Chief Deal having knowledge about several incidents where his
5 friends (officers withing the Department) had mismanaged evidence in cases involving
6 exclusively African American suspects in criminal cases, Chief Deal took no action and,
7 in fact, helped the officers lie about the mismanagement and change/modify reports in
8 the system to cover up the illegal/improper conduct, all of which is confirmed by the
9 Department's audit logs.

10 C. Chief Deal, improperly sold/gave ammunition from the Department's
11 armory to a City Council member

12 28. At the end of the meeting with the DA Ramsey and Chief Investigator
13 Diaz, OFFICER RAITER was advised by Chief Investigator Diaz that Chief Deal and
14 the other officers OFFICER RAITER named may try to commit violent acts against him
15 and to be careful.

16 29. On September 30, 2020, OFFICER RAITER saw Chief Investigator Diaz
17 meet with Chief Deal in a closed door meeting for approximately two hours. Following
18 this meeting, the retaliatory actions of Chief Deal, as well as other supervisor officers in
19 the Department, against OFFICER RAITER escalated.

20 30. On information and belief, on October 1, 2020, Chief Deal walked into the
21 investigations office at the Department with LT. Zarate and Officer Breck Wright. Chief
22 Deal briefed Lt. Zarate on the status of the grievance filed by OFFICER RAITER.
23 Specifically, Chief Deal told Lt. Zarate who had been called as witnesses, what had
24 been said by OFFICER RAITER, and that Lt. Zarate shouldn't worry. Chief Deal also
25 said that he was going to get rid of OFFICER RAITER and "make the grievance
26 disappear."

27 31. After learning of these statements by Chief Deal, OFFICER RAITER
28 immediately contacted the outside investigator (Kym McCourt) for the grievance and

1 informed her of this conversation. Later that day, OFFICER RAITER was served with
2 Investigation Notice stating that the Defendant, CITY OF OROVILLE, had learned that
3 OFFICER RAITER “failed” a polygraph examination, which was not true.

4 32. Ultimately, Defendant CITY OF OROVILLE, brought a disciplinary action
5 against OFFICER RAITER, for: (1) Having sexual relations with his significant other
6 while he was on break; (2) Not wearing a mask during a traffic stop; and (3) An alleged
7 traffic collision that OFFICER RAITER was involved in.

8 33. In response to this action, OFFICER RAITER requested his due process
9 rights and an opportunity to be heard fairly. However, Chief Deal, conducted the so-
10 called “investigation” of the incident. Furthermore, during the course of the
11 investigation, OFFICER RAITER provided detailed information regarding the improper
12 retaliation and biases of Chief Deal, as well as factual evidence refuting many of the
13 allegations. As limited examples, OFFICER RAITER, explained the culture and
14 practices of the Department with regarding to officers having sexual relations while on
15 duty and the basis why he did not believe he was acting improperly. Additionally, with
16 regards to the incident regarding the mask issue, OFFICER RAITER advised that, yet
17 again, Chief Deal had prevented the citation from being filed and, thereafter, had
18 illegally voided a citation regarding the incident without any factual determination. As to
19 the incident involving the collision, OFFICER RAITER noted that Chief Deal omitted a
20 call log and then contended that OFFICER RAITER was being untruthful. Additionally,
21 CHP Officer who investigated the collision noted no damage to the body of OFFICER
22 RAITER’s patrol vehicle and, further, never interviewed other officers who were there at
23 the alleged time and would have confirmed that they did not see OFFICER RAITER in
24 any collision.

25 34. In short, the so-called hearing provided to OFFICER RAITER was not
26 neutral and impartial. The Final Notice of Discipline, issued on May 13, 2021 ignored all
27 of the exculpatory and factual allegations made by OFFICER RAITER and, instead,
28 merely rubber-stamped the “investigation findings” made by Chief Deal, who was was

1 biased. This was confirmed, by the fact that Ruth Wright, the Finance Director, was the
2 Skelly Officer.

3 35. In today's climate of law enforcement misconduct, many ask the question
4 of why good officers do not come forward to shine light on the bad officers. OFFICER
5 RAITER is a perfect example of why this is so. Rather than acknowledging and in fact
6 rewarding OFFICER RAITER for having the courage to stand up to improper and illegal
7 conduct in the Department by officers against their fellow officers, as well as against
8 citizens, OFFICER RAITER was punished and retaliated against for doing so.

9 36. Defendant, CITY OF OROVILLE, promulgated and adopted the policy of
10 punishing officers, such as OFFICER RAITER and further, encouraged such a practice
11 to the point that it became pervasive in the Department and impacted other good
12 officers.

13 **FIRST CAUSE OF ACTION - VIOLATION OF CIVIL RIGHTS**

14 **(42 U.S.C. Section 1983)**

15 37. OFFICER RAITER incorporates by reference and re-alleges Paragraphs
16 1 to 36 of this Complaint.

17 38. Pursuant to California law, at all relevant times in the Complaint,
18 OFFICER RAITER had a legally recognized property interest in his continued public
19 employment with Defendant and had protected right in same.

20 39. Defendants, acting under color of state law, deprived OFFICER RAITER
21 of his property interest in continued employment by engaging in a process that did not
22 afford OFFICER RAITER procedural due process under either the Fifth and Fourteenth
23 Amendments of the Constitution before terminating OFFICER RAITER.

24 40. Defendants' unlawful conduct has proximately caused OFFICER RAITER
25 actual damages, including lost income and employment benefits, emotional pain and
26 suffering, and other damages. OFFICER RAITER is also entitled to punitive and
27 exemplary damages as a result of Defendants' egregious conduct, against individual
28 Defendant's only.

SECOND CAUSE OF ACTION

(F.E.H.A.)

41. OFFICER RAITER incorporates by reference and re-alleges Paragraphs 1 to 40 of this Complaint.

42. Defendants retaliatory termination of OFFICER RAITER after he took action, including but not limited to, filing grievances and complaints about sexual harassment and discrimination at the Department, participating and being interviewed for investigation of wrongful and prohibited acts by employees and/or supervisors in the Department, and generally opposing workplace harassment.

44. The retaliatory termination of OFFICER RAITER by Defendants was in direct violation of FEHA (Cal. Gov. Code section 12900 et seq.)

45. Said wrongful and unlawful conduct by Defendants has caused OFFICER RAITER monetary damages and pain and suffering, entitling him to damages per the FEHA.

THIRD CAUSE OF ACTION – RETALIATION

(Cal. Labor Code Section 1102.5)

46. OFFICER RAITER incorporates by reference and re-alleges Paragraphs 1 to 45 of this Complaint.

47. Defendant, CITY OF OROVILLE, terminated OFFICER RAITER because he disclosed violations of Federal and State law committed by Defendants and/or its employees to governmental and/or law enforcements agencies, as alleged above.

48. Defendants, CITY OF OROVILLE's termination of OFFICER RAITER, as alleged above, was in direct violation of Cal. Labor Code § 1102.5 and said violation proximately caused OFFICER RAITER monetary harm as well as emotional distress and pain and suffering.

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1 WHEREFORE, OFFICER RAITER DEMANDs JUDGMENT AGAINST
2 DEFENDANTS, and each of them, for each cause of action herein:

- 3 1. For general damages according to proof;
- 4 2. For special damages according to proof;
- 5 3. For punitive and exemplary damages;
- 6 4. For attorney's fees as allowed by statute;
- 7 5. For costs of suit herein;
- 8 6. For prejudgment interest and post judgment interest according to law.

9 and

- 10 7. For such other further relief as the Court may deem proper.

11 **DEMAND FOR JURY TRIAL**

12 Plaintiff, ROBERT RAITER demands a jury trial.

13
14 Dated: March 14, 2022

THE LAW OFFICE OF LARRY L. BAUMBACH

15
16 
17 LARRY L. BAUMBACH

EXHIBIT A



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758

(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711

<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

March 14, 2022

Robert Raiter

[REDACTED]
[REDACTED]
[REDACTED], CA 95917

RE: **Notice of Case Closure and Right to Sue**

DFEH Matter Number: 202203-16301003

Right to Sue: Raiter / Oroville Police Department et al.

Dear Robert Raiter:

This letter informs you that the above-referenced complaint filed with the Department of Fair Employment and Housing (DFEH) has been closed effective March 14, 2022 because an immediate Right to Sue notice was requested.

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.

This matter may qualify for DFEH's Small Employer Family Leave Mediation Pilot Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Government Code section 12945.2, has the right to participate in DFEH's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in DFEH's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. Contact DFEH's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@dfeh.ca.gov and include the DFEH matter number indicated on the Right to Sue notice.



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

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To obtain a federal Right to Sue notice, you must contact 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

**COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)**

In the Matter of the Complaint of

Robert Raiter

DFEH No. 202203-16301003

Complainant,

vs.

Oroville Police Department

Joe Deal

Gil Zarate

Respondents

1. Respondent **Oroville Police Department** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant is naming **Joe Deal** individual as Co-Respondent(s).

Complainant is naming **Gil Zarate** individual as Co-Respondent(s).

3. Complainant **Robert Raiter**, resides in the City of **BIGGS**, State of **CA**.

4. Complainant alleges that on or about **May 3, 2021**, respondent took the following adverse actions:

Complainant experienced retaliation because complainant reported or resisted any form of discrimination or harassment and as a result was terminated, denied work opportunities or assignments.

Additional Complaint Details: Robert Raiter (hereinafter "Complainant") made a formal complaint with Oroville Police Department (hereinafter "Respondent") against sexually inappropriate and unlawful conduct of the part of Lt. Zarate, speaking to the District

-1-

Complaint – DFEH No. 202203-16301003

Date Filed: March 14, 2022

1 Attorney's office about mishandling of evidence in criminal cases involving African American
2 suspects, and reporting the unlawful sale of armory ammunition by Chief Deal to a City
3 Council member. Complainant was allegedly terminated primarily for having sex while on
4 duty. However, several members of the police department have engaged in such conduct,
5 which was known to and included Chief Deal, yet none of these employees were terminated.
6 Additionally, Complainant was denied adequate due process as the purported Skelly
7 meeting was not conducted in accordance with the law.
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1 VERIFICATION

2 I, **Larry L. Baumbach**, am the **Attorney** in the above-entitled complaint. I have read
3 the foregoing complaint and know the contents thereof. The matters alleged are
4 based on information and belief, which I believe to be true.

5 On March 14, 2022, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

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Chico, CA



STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY
DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

GAVIN NEWSOM, GOVERNOR

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

March 14, 2022

Larry Baumbach
2531 Forest Ave, Suite 100
Chico, California 95928

RE: **Notice to Complainant's Attorney**
DFEH Matter Number: 202203-16301003
Right to Sue: Raiter / Oroville Police Department et al.

Dear Larry Baumbach:

Attached is a copy of your complaint of discrimination filed with the Department of Fair Employment and Housing (DFEH) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, DFEH will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the DFEH does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Department of Fair Employment and Housing



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

March 14, 2022

RE: **Notice of Filing of Discrimination Complaint**
DFEH Matter Number: 202203-16301003
Right to Sue: Raiter / Oroville Police Department et al.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Department of Fair Employment and Housing (DFEH) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

This matter may qualify for DFEH's Small Employer Family Leave Mediation Pilot Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Government Code section 12945.2, has the right to participate in DFEH's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in DFEH's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. You may contact DFEH's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@dfeh.ca.gov and include the DFEH matter number indicated on the Right to Sue notice.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to DFEH is requested or required.

Sincerely,



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

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Larry Baumbach
2531 Forest Ave, Suite 100
Chico, California 95928

RE: **Notice to Complainant's Attorney**
DFEH Matter Number: 202203-16301003
Right to Sue: Raiter / City of Oroville et al.

Dear Larry Baumbach:

Attached is a copy of your **amended** complaint of discrimination filed with the Department of Fair Employment and Housing (DFEH) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq.

Pursuant to Government Code section 12962, DFEH will not serve these documents on the employer. You or your client must serve the complaint.

The amended complaint is deemed to have the same filing date of the original complaint. This is not a new Right to Sue letter. The original Notice of Case Closure and Right to Sue issued in this case remains the only such notice provided by the DFEH. (Cal. Code Regs., tit. 2, § 10022.)

Be advised that the DFEH does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Department of Fair Employment and Housing

**COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)**

In the Matter of the Complaint of

Robert Raiter

DFEH No. 202203-16301003

Complainant,

vs.

City of Oroville

Joe Deal

Gil Zarate

Oroville Police Department

Respondents

1. Respondent **City of Oroville** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant is naming **Joe Deal** individual as Co-Respondent(s).
Complainant is naming **Gil Zarate** individual as Co-Respondent(s).
Complainant is naming **Oroville Police Department** business as Co-Respondent(s).

3. Complainant **Robert Raiter**, resides in the City of **BIGGS**, State of **CA**.

4. Complainant alleges that on or about **May 3, 2021**, respondent took the following adverse actions:

Complainant experienced retaliation because complainant reported or resisted any form of discrimination or harassment and as a result was terminated, denied work opportunities or assignments.

1 **Additional Complaint Details:** Robert Raiter (hereinafter "Complainant") made a formal
2 complaint with Oroville Police Department (hereinafter "Respondent") against sexually
3 inappropriate and unlawful conduct of the part of Lt. Zarate, speaking to the District
4 Attorney's office about mishandling of evidence in criminal cases involving African American
5 suspects, and reporting the unlawful sale of armory ammunition by Chief Deal to a City
6 Council member. Complainant was allegedly terminated primarily for having sex while on
7 duty. However, several members of the police department have engaged in such conduct,
8 which was known to and included Chief Deal, yet none of these employees were terminated.
9 Additionally, Complainant was denied adequate due process as the purported Skelly
10 meeting was not conducted in accordance with the law.
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1 VERIFICATION

2 I, **Larry L. Baumbach**, am the **Attorney** in the above-entitled complaint. I have read
3 the foregoing complaint and know the contents thereof. The matters alleged are
4 based on information and belief, which I believe to be true.

5 On March 14, 2022, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

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Chico, CA