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MICHAEL SEARS
10

11 **UNITED STATES DISTRICT COURT**
12 **EASTERN DISTRICT OF CALIFORNIA**
13

14 MICHAEL SEARS

Plaintiffs,

) Case No.:

15 vs.

) **COMPLAINT FOR DAMAGES**

16 CITY OF OROVILLE and DOES 1 through
17 50.

) **(DEMAND FOR JURY TRIAL)**

18 Defendants
19

20 **JURISDICTION and VENUE**
21

22 1. This action is brought by Plaintiff, MICHAEL SEARS (hereafter
23 "OFFICER SEARS" or "SERGEANT SEARS" or "SEARS"), an African American male,
24 in his individual capacity, pursuant to 42 U.S.C. §1983 to redress the violation by
25 Defendant, CITY OF OROVILLE, of SERGEANT SEARS' right secured by the First,
26 Fifth and Fourteenth Amendments to the United States Constitution and by California
27 Code of Civil Procedure 51.7, et seq.
28

1 7. OFFICER SEARS returned as an officer at Defendant, CITY OF
2 OROVILLE, in 2017; however, conditions at the Department had taken a drastic
3 change for the worse. More specifically, and as discussed more fully below, the
4 Department leadership was engaged in corrupt and unlawful practices and expressly
5 discriminated against OFFICER SEARS because of his race.

6 8. On or about August 16, 2018, OFFICER SEARS was at an empty desk in
7 the Sergeant's Office and was given permission to use the empty desk by Sgt. Steve
8 Solano. Lt. Chris Nicodemus approached OFFICER SEARS and told him that his
9 presence in the Sergeant's Office was offensive to others and that he needed to gather
10 his things and leave. OFFICER SEARS responded "Okay. I'll also drink from the
11 colored-only water fountain." Lt. Nicodemus replied "Yeah." No such advisement had
12 ever been given to any white officers.

13 9. The disparate, racially motivated mistreatment of OFFICER SEARS
14 continued and in October of 2018 he prepared an email to the Department leadership,
15 including then-Chief Bill LaGrone, Lt. Nicodemus and Officer Breck Wright (Union
16 Representative). Therein, OFFICER SEARS raised the following issues:

17 • Hostile work environment complaint against Sgt. Joe Deal: OFFICER
18 SEARS filed formal grievance about Joe Deal, stating that he wanted a work place free
19 from harassment and hostile work environment.

20 • Reported John Sanzone mishandling evidence: In that same October
21 2018 grievance, OFFICER SEARS reported that Officer John Sanzone left critical rape
22 evidence in an unsecured area of the PD (next to Sgt. Deal's desk) where convicted
23 felons had access (the Department used felons to clean the facilities at that time).
24 Additionally, Officer Sanzone wrote in his report that he had "booked" the evidence the
25 same day he collected it, which was false.

26 • Reported John Sanzone mishandling contraband: In that same October
27 2018 grievance, OFFICER SEARS reported John Sanzone leaving meth, a broken
28

1 meth pipe, and other evidence in his patrol vehicle (violation of policy). OFFICER
2 SEARS took photos and let administration know the day that this was discovered.

3 • Complaint about being asked to leave Sergeant's Office: In that same
4 October 2018 grievance, OFFICER SEARS raised the issue of Lt. Nicodemus telling
5 SEARS he had to leave the Sergeant's office, because his presence made others
6 "uncomfortable" because he was African American.

7 10. Despite the seriousness of the issues raised in the memo, which included
8 racial discrimination, falsification/spoliation of evidence and violations of critical
9 Department policies, no one from the Department leadership or administration ever
10 contacted OFFICER SEARS, interviewed him, investigated these complaints, or
11 provided a closure letter, as was required by Department policy.

12 11. Instead, Department leadership and officers began a campaign of
13 retaliation and retribution against OFFICER SEARS. More specifically, in February of
14 2019, Sgt. Deal, Lt. Nicodemus, and Officer Sanzone colluded and retaliated against
15 OFFICER SEARS by creating a false incident/investigation against him regarding
16 impropriety that never occurred. Conveniently, all three officers who OFFICER SEARS
17 had filed the October 2018 complaint against were all involved in allegedly investigating
18 the fabricated allegation they manufactured against OFFICER SEARS. Notably, none
19 of the three officers had any body camera recordings, audio recordings, or written
20 statements from anyone, other than themselves, in the purported allegation of
21 impropriety they created against OFFICER SEARS.

22 12. On or about April 9, 2019, Sgt. Joe Deal was promoted to Assistant
23 Public Safety Director (Asst. Chief of Police and Fire). Near the date of his promotion,
24 Deal informed contacted OFFICER SEARS that Chief LaGrone had been selling
25 department guns and ammunition for years and pocketing the money. Deal said that if
26 someone taped a voice recorder under LaGrone's desk, they'd be a millionaire,
27 because Chief LaGrone talks disparagingly about females, Blacks, Gays, Hispanics,
28 and others.

1 13. On May 19, 2019, after being promoted, Asst. Chief Deal cornered
2 OFFICER SEARS in the break room and told him that he needed to use Deal's wife as
3 a real estate agent to purchase a home and that if he didn't, she would never speak to
4 SEARS or forgive him. In June of 2019, OFFICER SEARS purchased a home and did
5 not ultimately use Asst. Chief Deal's wife as his real estate agent, which infuriated
6 Chief Deal.

7 14. In August of 2019, Deal was promoted yet again and became the Public
8 Safety Director (Chief of Police and Fire). At the swearing in ceremony of new hires,
9 OFFICER SEARS was talking with City Administrator (and back-and-forth acting Chief)
10 Bill LaGrone. LaGrone asked SEARS why SEARS' wife hadn't called LaGrone in
11 sometime. LaGrone said "I don't know what she sees in you. I make a lot more money
12 than you do." LaGrone then said that if OFFICER SEARS' wife ever needed help
13 getting pregnant, she could call LaGrone for help.

14 15. OFFICER SEARS later reported LaGrone's improper comments to the
15 Head of HR and the attorney for the City and neither ever responded or investigated
16 this or addressed it whatsoever.

17 16. On August 26, 2019, OFFICER SEARS was promoted to Sergeant.
18 Thereafter, he was told that the only reason he was promoted was because he was
19 African American. SEARS was the only sergeant applicant who had a bachelor's
20 degree and 16 years of experience.

21 17. On February 12, 2020, SEARS filed a formal complaint against John
22 Sanzone for making false allegations, disparaging remarks, and untrue rumors about
23 SEARS. Sanzone spread these false rumors to several members of the Department,
24 which negatively affected SEARS professional and personal reputation. Despite
25 SERGEANT SEARS making this Complaint, no one from leadership or administration
26 ever responded to him, interviewed him, investigated these complaints, or ever
27 provided SEARS with a closure letter or even an indication that any investigation was
28 conducted, as required by Department policy

1 18. On February 29, 2020, SERGEANT SEARS sent an email to Lt. Zarate
2 documenting his concerns about John Sanzone stealing City funds, by way of
3 fraudulent timecard certifications. Specifically, that on February 4, 2020 Sanzone left
4 work early but lied on his timecard about how long he worked (lied by reporting he
5 worked 6 hours more than he did). Multiple officers corroborated this and also found
6 multiple additional days where John Sanzone put hours on his timecard that he did not
7 work. Specifically, Officer Breck Wright confirmed this with the Finance Dept., and
8 brought this to the administration's attention.

9 19. Additionally, SERGEANT SEARS' February 29, 2020 email also detailed
10 Sanzone requesting subordinate officers still in training (and under Sanzone's
11 supervision) to lie for him—and tell his girlfriend that he was staying the night at an
12 officer's house, when Sanzone was not in fact at the officer's house. SEARS' concern
13 about this was that Sanzone was enlisting young subordinate officers to lie.

14 20. Despite this Complaint, no one from the Department's leadership or
15 administration ever responded to or interviewed SEARS, and to SEARS' knowledge,
16 ever investigated these complaints. SEARS later learned that Internal Affairs ("IA")
17 matter was supposedly opened for this complaint. After making several requests for a
18 closure letter, SEARS received it nearly a year later, in January 2021, which essentially
19 stated that the Department did not feel the need to do a formal investigation on John
20 Sanzone. SEARS had asked for an IA closure letter on the report he made about
21 Sanzone, because John Sanzone had previously been demoted for theft of public
22 funds, but then re-promoted to sergeant.

23 21. On June 3, 2020, SERGEANT SEARS met with Lt. Solano and followed
24 up with a written memo regarding a complaint of sexual harassment by a young female
25 employee against Sgt. Ray Stott. The female employee was on SERGEANT SEARS'
26 team, and she came to him upset and complaining about harassment by Sgt. Ray Stott
27 and a comment he made to her, asking if she liked "the taste of pussy."
28

1 22. Because of the severe nature of the complaint, SERGEANT SEARS
2 knew he had to document it and report it. Sgt. Stott also made a comment to a group of
3 officers, including a new female officer, about “smashing pussy” when describing a cat
4 being struck by a patrol car.

5 23. The sexual harassment complaint against Stott was investigated as an IA
6 matter. An outside law firm was hired to conduct the investigation. Later in the year,
7 after the firm’s investigation ended, they recommended that Sgt. Stott be fired.
8 However, Chief Joe Deal decided to ignore the law firm’s recommendation and did not
9 fire Stott, but released him from his Sergeant’s Probation, putting him back in the
10 position of patrol officer (later in the year). However, since Chief Deal was close with
11 Stott, he allowed Stott to work multiple overtime shifts (allowing for increased pay) and
12 remain in charge of specialized overtime details, and allowed him to continue training
13 new hires.

14 24. On July 31, 2020, an African American woman who lived in Oroville came
15 to Department and complained that she had experienced racial discrimination by an
16 Oroville employee. She later went on to write Chief Deal a three-page letter describing
17 the discriminatory experience. Deal did not investigate the matter, but instead called
18 SERGEANT SEARS in and said: “Here, you know how to handle *these people*. Handle
19 it.”

20 25. On August 20, 2020, Chief Deal wrote a letter to SERGEANT SEARS
21 advising that Deal was extending his probation as a sergeant and not giving him an
22 annual merit pay increase during the probation extension. SEARS was scheduled to
23 complete his Sergeant Probation just five days later (on Aug. 25, 2020). The reason for
24 extending his probation was that there was “insufficient information to find that
25 [SEARS] demonstrated the requisite knowledge, skills, and abilities warranting
26 successful completion of probation as a Sergeant.” This extension of probation was in
27 spite of all the successful performance evaluations for the entire duration of SEARS’
28 year as a sergeant. Thus, rather than actually being based on performance, was

1 punishment for SEARS making complaints about improper, unethical, and unlawful
2 conduct at the Department, and was racially motivated since no other white sergeants
3 in SEARS' position was denied such a merit increase when due.

4 26. Along these same lines, on or about October 7, 2020, SEARS learned
5 that the leadership had signed up Sgt. Joel Malinowski (a friend of Chief Deal, who is
6 Caucasian and was hired as a sergeant well after SEARS) for POST supervisory
7 school, which is required under the law for sergeants to take within a year of being
8 promoted. SEARS raised these issues in an email to Chief Deal, Lt. Zarate, and the HR
9 Director, yet he received no response and Sgt. Malinowski went to POST Supervisory
10 School before SEARS, though SEARS was past the mandatory one-year POST
11 deadline for the school, and Malinowski was nowhere near the deadline.

12 27. On October 10, 2020, after continuing to receive retaliatory and hostile
13 action against him, SEARS emailed Chief Deal, Lt. Zarate, and the HR Director setting
14 forth the adverse action taken against his employment, yet no one responded, or even
15 acknowledged the concerns.

16 28. On October 21, 2021, SEARS received an email from a dispatcher, who
17 advised him that the female employee who had previously filed a sexual harassment
18 complaint against Sgt. Ray Stott, had been moved from patrol to dispatch (an
19 unfavorable move) and was being directly supervised by her harasser, Stott. The
20 female employee felt as though she was being retaliated against for making the sexual
21 harassment complaint against Stott. SEARS forwarded the dispatcher's concerning
22 email to Chief Deal, Lt. Zarate, and Lt. Solano. Chief Deal responded to the dispatcher,
23 by stating that the dispatcher should "focus on dispatching" while the Chief would focus
24 on "running and overseeing the department as your Chief." The tone was rude and
25 completely dismissive. The dispatcher gave her two-weeks' notice shortly after Chief
26 Deal's email, and the Department did nothing to address the female employee's
27 concerns.
28

1 29. On November 25, 2020, Chief Deal formally “wrote up” SERGEANT
2 SEARS for insubordination, alleging: (1) SEARS did not complete a hand-written daily
3 activity log (which no other unit or team was required to do); and (2) SEARS was
4 doubled-up in a patrol car with SEARS’ partner (Officer Robert Raiter) without
5 permission, which again, no other team or officer was prohibited from doing).

6 30. In response to Chief Deal’s write-up, SERGEANT SEARS pointed out that
7 he did in fact complete daily logs, they were simply done electronically rather than
8 hand-written. SERGEANT SEARS also showed Chief Deal communications from Lt.
9 Zarate, wherein Lt. Zarate had given SERGEANT SEARS permission to be doubled-up
10 with his partner when necessary (though no other employee was required to ask for
11 such permission).

12 31. Before being let go by the City Council, Chief Deal acted as the
13 “impartial” Skelly Hearing Officer in SEARS’ challenge of his write-up. SEARS objected
14 to Deal being the officer because he was not impartial, was the subject of many of
15 SEARS’ complaints, and had a demonstrated bias against SEARS. The objection was
16 ignored, and Chief Deal would later rule that his own write-up was substantiated and
17 appropriate, just days before being released of his duties as chief. Thus, SEARS was
18 not provided due process with regards to the disciplinary action taken against him.

19 32. Thereafter, on December 2, 2020, SEARS was removed from his
20 specialty assignments, was ordered to vacate his office, and his schedule was changed
21 from day shift to night shift (which was the least favored schedule). Additionally, in
22 contravention of Department practice, SEARS was not rotated off night shift after three
23 months like all the other Caucasian employees, but was instead required to do six
24 months back-to-back weekend graveyard shifts.

25 33. On February 21, 2021, SEARS emailed Sgt. Sanzone, Lt. Zarate, and
26 Chief Deal because he had learned, yet again, that John Sanzone was spreading false
27 rumors and allegations against SEARS to other members of the Department that were
28 impairing SEARS’ ability to do his job. Just three days after sending this email, on

1 February 24, 2021, SEARS received a Notice of Internal Affairs (IA) investigation
2 against him for purportedly creating a "hostile work environment" for Sgt. John
3 Sanzone as a result of SEARS reporting Sanzone's unethical and criminal behavior.

4 34. Thus, despite SEARS documenting, for over a year, the fact that
5 Sanzone (a Caucasian officer) was harassing SEARS (and creating a hostile work
6 environment), lying on time cards, mishandling critical evidence and lying about it,
7 involving subordinate officers in Sanzone's dishonesty, among other issues, Chief Deal
8 and City Administrator Bill LaGrone decided no investigation was necessary for any of
9 that, but a formal IA was necessary to investigate SEARS for reporting these things
10 that Sanzone had been doing.

11 35. The Department leadership and administration constantly engages in this
12 retaliatory and disparate treatment of anyone who reports or complains about illegal or
13 unethical conduct by its officers.

14 36. More than a year and a half later, the IA Investigation against
15 SERGEANT SEARS is still pending, which has prevented SERGEANT SEARS from
16 working with another agency and leaving the CITY OF OROVILLE's Police
17 Department. The CITY OF OROVILLE has also used this retaliatory IA Investigation to
18 deny SERGEANT SEARS worker's compensation benefits.

19 37. Along these lines, during the period of December 2020 to March of 2021,
20 Officer Breck Wright found that Sanzone had failed to respond to approximately 80
21 calls, including domestic violence, suicidal subjects, missing juveniles, vandalism,
22 trespassing, animal abuse, prostitution, and drug overdoses. One specific incident
23 occurred on March 6, 2021, when citizens called 911 reporting than an elderly
24 handicapped woman, who was unable to walk or access food, needed emergency law
25 enforcement assistance. Sgt. John Sanzone failed to respond to that call. Instead,
26 SERGEANT SEARS saw that Sanzone had not responded to the call during his shift,
27 so SERGEANT SEARS responded when he got on duty, and found the woman sitting
28 in her own urine and fecal matter, unable to move or access help. The treating doctor

1 said the woman was lucky to be brought in when she was, because she was on the
2 verge of requiring a leg amputation, or worse due to her condition. All of this
3 information was brought to the attention of Joe Deal, Bill LaGrone, and the CITY OF
4 OROVILLE Human Resources, yet nothing was done to Sanzone. Instead of
5 investigating Sanzone, Bill LaGrone decided to investigate Officer Wright and
6 SERGEANT SEARS, and wrote up Officer Wright, alleging misuse of the computer
7 when he looked up the public record calls that Sanzone failed to respond to.

8 38. In early May of 2021, SEARS noticed that in contravention of Department
9 schedule practices and a promise by the CITY OF OROVILLE that he would be placed
10 on weekday day shift as he was looking forward to and as he was supposed to rotate,
11 SERGEANT SEARS was instead was put on back-to-back weekend shifts. He brought
12 this to the attention of HR Manager Liz Ehrenstrom and City Attorney David Ritchie.
13 SEARS never received any email response from HR Manager Liz Ehrenstrom or City
14 Attorney David Ritchie. Further, SEARS' schedule was never changed to allow him to
15 work weekday day shift as promised. Instead, the weekday day shift was given to John
16 Sanzone.

17 39. On July 5, 2021, SERGEANT SEARS was on duty when a citizen, who
18 suffered with mental illness, came in to the police department to report that Sergeant
19 Sanzone had stolen \$1300 from the citizen during a recent arrest. The citizen said he
20 had come in to report this theft multiple times, and he was informed by one sergeant
21 that the citizen could not make that type of complaint and was told to leave.
22 SERGEANT SEARS looked up the police log history and saw that the "sergeant" who
23 told the citizen that he could not make such a complaint was John Sanzone himself. On
24 July 8, 2021 and again on July 9, 2021, the citizen came in to again report the theft of
25 his money by John Sanzone. On those dates, Sergeants Malinowski and Stott spoke to
26 the citizen, but it appears neither documented it in accordance with departmental policy
27 and the law, nor did they take any further action. SERGEANT SEARS was so fearful of
28 being retaliated against further if he documented the citizen's complaint against

1 Sanzone, that SEARS first contacted his attorney to ask advice on what to do.
2 Ultimately, SERGEANT SEARS wrote a memo, as Department Policy required,
3 detailing the citizen's report of Sgt. John Sanzone stealing \$1300 from the citizen, and
4 detailing the dates and police logs documenting when the citizen came in to report this
5 theft. SERGEANT SEARS sent this memo to Lt. Zarate and Acting Chief/City
6 Administrator Bill LaGrone. SERGEANT SEARS was aware that this was at least the
7 fourth unrelated citizen with mental health and/or criminal history who had alleged John
8 Sanzone had stolen money from them while he worked at Oroville Police Department.

9 40. No one from the administration investigated Sgt. John Sanzone for the
10 alleged theft from this citizen while he was employed at the Oroville Police Department,
11 and instead SERGEANT SEARS was accused of and questioned during the IA
12 Investigation against SEARS about having made up this theft complaint, was blamed
13 for having filled out a formal complaint for the citizen, and was accused of conducting
14 his "own investigation" into the theft by simply documenting it in a memo.

15 41. In December of 2021, Sgt. John Sanzone got a clean background from Bill
16 LaGrone, HR, and the CITY OF OROVILLE, enabling him to obtain employment as a
17 deputy sheriff with the Glenn County Sheriff's Office. While Sgt. Sanzone was free to
18 obtain new employment opportunities, SERGEANT SEARS still had a retaliatory and
19 manufactured IA pending over him for reporting Sanzone's unethical and illegal
20 conduct, prohibiting SEARS from seeking new employment opportunities.

21 42. In September of 2022, while employed at the Glenn County Sheriff's Office,
22 John Sanzone was placed on administrative leave after yet another citizen reported
23 Sanzone had stolen money from him during an arrest, but this time it occurred in Glenn
24 County.

25 43. On October 27, 2021, SERGEANT SEARS sent a memo to Bill LaGrone
26 (acting Chief and City Administrator) telling him that a newly-hired police officer had
27 made concerning comments about giving a group of black people "enough rope to
28 hang themselves." SERGEANT SEARS also advised LaGrone about other concerning

1 conduct by the officer, who was Caucasian. LaGrone responded via email to SEARS,
2 stating: "I am very disappointed in you." Thus, rather than addressing the racist
3 statements made by the officer, Lagrone was disappointed in SEARS for bringing the
4 statements to LaGrone's attention. Furthermore, LaGrone also then took away SEARS'
5 ability to view the body camera recordings of other officers (as this was how SEARS
6 was able to observe some of the concerning conduct). At that time, SERGEANT
7 SEARS served as the Field Training Officer Coordinator, and needed the ability to
8 review body camera to ensure trainees were being properly trained and meeting
9 standards.

10 44. On October 28, 2021 (less than 24 hours after SEARS sent the above
11 memo to LaGrone), LaGrone sent SEARS an email that accused him of working hours
12 that he was not permitted to work and told SEARS he could no longer work before 6
13 a.m. or after 6 p.m.

14 45. On November 27, 2021, that same officer (who SERGEANT SEARS had
15 reported made potentially-racist statements and exhibited concerning behavior) was on
16 duty and used excessive force on an arrestee—kicking him in the face and head
17 multiple times. The officer then lied to the supervisor about his use of force and claimed
18 he used no force at all. However, two other officers were present during this use of
19 force and they documented it.

20 46. After going to City Hall where Chief LaGrone's office is, Lt. Zarate
21 ordered the two officers who witnessed the use of force to change their reports. One
22 officer agreed to change his report because he was threatened that he was still on
23 probation. The other officer refused to change her report and she has consistently been
24 retaliated against since.

25 47. Both of these officers who witnessed the use of force contacted
26 SERGEANT SEARS and asked his advice on what to do about the use of force
27 incident and about the directives to change their reports. SERGEANT SEARS advised
28 them to report their concerns and seek the advice of the District Attorney's Office, as

1 he believed any concern or memo he could draft would fall on deaf ears at the CITY
2 OF OROVILLE and would result in further retaliation against him. Ultimately, an
3 investigation was opened up by the District Attorney's Office. When the officers were
4 ordered to change their reports, they also reported this to the Chief Investigator. Upon
5 conclusion of the investigation, the officer who used excessive force (and who had
6 made the potentially-racist comments) was found to be untruthful (and had a history of
7 being untruthful), leading to his termination at the behest of the District Attorney's
8 Office.

9 48. On January 19, 2022, LaGrone called SEARS into his office regarding the IA
10 investigation that had been previously initiated against SEARS for purportedly creating
11 a hostile work environment for Sanzone (when SEARS reported Sanzone's unethical
12 and criminal behavior). At that time, SEARS told LaGrone that he had no interest in
13 suing the CITY OF OROVILLE, as he had experience with litigation and it was awful
14 and a lot of people could be hurt in the process, but SEARS emphasized that the way
15 LaGrone and the administration had been handling (or mishandling) reports of
16 misconduct was extremely disturbing. LaGrone replied, "You can sue, no one will care.
17 I own the Council." During this discussion, LaGrone admitted that Sanzone had
18 previously committed theft of public funds and LaGrone said Sanzone apologized to
19 him, "took his lumps, and I brought him back." LaGrone also discussed a female
20 sergeant and inferred that women don't belong in law enforcement, because it causes
21 male officers to fight the bad guys and then have to fight and "save" the female officers
22 as well. He said that when he was sued by a female sergeant, he was found in
23 contempt of court and fined \$2500 but he didn't care, because he got promoted to City
24 Administrator and got a \$30,000 pay raise. He said if he had to continue paying \$2500
25 fines for contempt of court but get pay raises, he would do it every time.

26 49. On April 6, 2022, nearly fourteen months after the IA investigation had
27 been initially opened against SERGEANT SEARS, he had a purported Skelly hearing.
28 After the hearing, LaGrone and the City Attorney told SEARS' attorney that they "loved

1 [SEARS] and didn't want to see him leave, since they thought he could be the next
2 lieutenant." They continued stating that they wanted to work out his pending IA, and if
3 SEARS would drop any potential civil lawsuit, the IA could be eliminated and there'd be
4 no real discipline.

5 50. On April 18, 2022, SEARS responded to a traumatic call involving the
6 death of a two-month-old infant. After a twenty-year career of responding to traumatic
7 emergency calls, this call caused extreme PTSD and anxiety, and the following day at
8 work, SEARS passed out and went home for the rest of the day. SEARS has not been
9 able to work since, and filed for Worker's Compensation Benefits, which was supported
10 by a Worker's Compensation doctor diagnosing SEARS with work-related PTSD and
11 anxiety.

12 51. Another officer (who is Caucasian) also went to this call and also filed for
13 Worker's Compensation Benefits. His claim was approved by the CITY OF OROVILLE
14 as work-related PTSD and anxiety and he receives payment and treatment for it.

15 52. However, SEARS' Worker's Compensation claim was denied, and the
16 Department has forced SEARS to use all of his leave banks and now be on leave
17 without pay even though the Worker's Compensation physician has stated that SEARS
18 is suffering from work-related PTSD and anxiety.

19
20 **FIRST CAUSE OF ACTION - VIOLATION OF CIVIL RIGHTS**

21 53. SEARS incorporates by reference and re-alleges Paragraphs 1 to 52 of
22 this Complaint.

23 56. Pursuant to California law, at all relevant times in the Complaint, SEARS
24 had a legally recognized property interest in his continued public employment with
25 Defendant and had protected right in same.

26 55. Defendants, acting under color of state law, deprived SEARS of his
27 property interest in continued employment by engaging in a process that did not afford
28

1 SEARS procedural due process under either the Fifth and Fourteenth Amendments of
2 the Constitution.

3 56. Defendants' unlawful conduct has proximately caused SEARS actual
4 damages, including lost income and employment benefits, emotional pain and
5 suffering, and other damages.

6
7 **SECOND CAUSE OF ACTION – FEHA Retaliation**

8 57. SEARS incorporates by reference and re-alleges Paragraphs 1-56 of this
9 Complaint.

10 58. Defendant's retaliatory, negative employment actions against SEARS
11 after he took action, including but not limited to, filing grievances and complaints about
12 sexual harassment and discrimination at the Department, participating in and being
13 interviewed or investigating wrongful and prohibited acts by employees and/or
14 supervisors in the Department, and generally opposing workplace harassment.

15 59. The retaliatory, adverse employment actions taken by Defendant was in
16 direct violation of FEHA (Cal. Gov. Code section 12900 et seq.)

17 60. Said wrongful and unlawful conduct by Defendant has caused monetary
18 damages and pain and suffering, entitling him to damages per the FEHA.

19
20 **THIRD CAUSE OF ACTION Racial Discrimination**

21 61. SEARS incorporates by reference and re-alleges Paragraphs 1 to 60 of
22 this Complaint.

23 62. The Defendant is liable to SEARS as a result of its race discrimination
24 against him in violation of the Fair Employment and Housing Act, the Equal
25 Employment Opportunity Act. Defendant's unlawful conduct has proximately caused
26 SEARS actual damages including lost income and employment benefits, emotional
27 pain and suffering, and other damages.

FOURTH CAUSE OF ACTION Breach of Implied Contract

63. SEARS incorporates by reference and re-alleges Paragraphs 1 to 62 of this Complaint.

64. SEARS has an implied employment contract with Defendant and an expectation that he would be employed in accordance with company policies as applied to Caucasian employees. Defendant's conduct toward SEARS also violated the terms and policies of Defendant's Employee Handbook claiming to be an equal opportunity employer, thereby breaching SEARS' implied employment contract.

65. Defendant's refusal to provide SEARS with terms, conditions and privileges of employment was without just cause, and in breach of Defendant's implied employment contract with SEARS. Defendant is liable to SEARS for damages resulting from the breach of Defendant's implied employment contract with Plaintiff.

FIFTH CAUSE OF ACTION – VIOLATION OF Labor Code § 1102.5

66. SEARS incorporates by reference and re-alleges Paragraphs 1 to 65 of this Complaint.

67. Defendant, CITY OF OROVILLE, retaliated against SEARS because he disclosed violations of Federal and State law committed by Defendants and/or employees to governmental and/or law enforcements agencies, as alleged above.

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

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1 WHEREFORE, PLAINTIFF DEMAND JUDGMENT AGAINST DEFENDANT for each
2 cause of action herein:

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

8 and

- 9 6. For such other further relief as the Court may deem proper.

10 **DEMAND FOR JURY TRIAL**

11 Plaintiff, MICHAEL SEARS, demands a jury trial.

12
13 Dated: September 15, 2022

THE LAW OFFICE OF LARRY L. BAUMBACH

14
15 
16 LARRY L. BAUMBACH

EXHIBIT A



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

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

September 15, 2022

Michael Sears

RE: Notice of Case Closure and Right to Sue
DFEH Matter Number: 202209-18250915
Right to Sue: Sears / City of Oroville

Dear Michael Sears:

This letter informs you that the above-referenced complaint filed with the Department of Fair Employment and Housing (DFEH) has been closed effective September 15, 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.



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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

1 Chief, Lieutenants, and some lower ranks who engage in organizational retaliation against
2 officers who report misconduct or who are whistleblowers regarding observed unlawful
behavior in the department.

3 In his service to the Oroville Police department, Sergeant Sears has observed numerous
4 acts of retaliation. In the course of his duties, Sergeant Sears has reported time card fraud,
5 theft from the department, mishandling of evidence, reported theft from an arrestee, and
6 sexual harassment of female employees. In one such instance, a female officer who
reported an incident of sexual harassment was transferred to an unfavorable assignment
under the direct supervision of the very officer she identified as having sexually harassed
her.

7 While Chief, Joe Deal compelled officers to use the services of Deal's wife, a realtor, if they
8 were engaging in any real estate transactions. Refusal to employ Deal's wife resulted in an
9 unfavorable job assignment, denial of overtime opportunities, and personal disapproval by
the Chief.

10 In the course of Sergeant Sears' service, retaliation against him took many forms, including
but not limited to the following:

- 11 1. Opening an internal affairs investigation of Sergeant Sears effectively preventing
12 Sergeant Sears from seeking employment elsewhere while under a cloud of an
investigation.
- 13 2. Terminating officers with whom Sergeant Sears had a close working relationship.
- 14 3. Changing the work schedule without advance notice.
- 15 4. Denying overtime opportunities.
- 16 5. Extending Sergeant Sears's probationary period for no apparent reason or purpose.
- 17 6. Denying Sergeant Sears, a merit salary increases.
- 18 7. Prohibiting Sergeant Sears from using convenient parking locations at the
19 department.
- 20 8. Refusing to investigate any allegation of misconduct raised by Sergeant Sears.
- 21 9. Issuing disciplinary write-ups on Sergeant Sears for riding together in a patrol car
with his partner, while other officers were permitted to do so freely.
- 22 10. Keeping the above write-up open and pending without any final decision for more
23 than 11 months, thereby eliminating Sergeant Sears' ability to apply to any other agency.
- 24 11. Shunning Sergeant Sears by Chief, Lieutenants, and others.
- 25 12. Sending the newest Sergeant to supervisory school instead of Sergeant Sears, when
Sergeant Sears was due and scheduled to attend first.
- 26 13. Denying Sergeant Sears, the opportunity to work in investigations, though he
requested to do so many times.
- 27 14. Requiring Sergeant Sears to go through an "interactive process" wherein he was
forced to discuss sensitive personal medical issues in order to receive an ADA recognized
28 accommodation while another employee making an identical accommodation request was
not required to engage in such a process.
15. Changing Sergeant Sears' assignment wherein his hours were reduced after
receiving the ADA accommodation.

1 All of the foregoing constitutes a violation of the California FEHA, the officer's rights under
2 California Law, and the California Labor Code. To illustrate the misconduct that has been
3 directed to Sergeant Sears, numerous complaints have been made against Chief Joe Deal
4 regarding a hostile work environment. Sergeant Ray Stott engaged in sexual harassment of
5 female officers and suffered demotion to a patrol officer but was awarded by Chief Deal with
6 a substantial increase in his overtime shifts, and remained an officer in charge and received
continued participation in a grant-funded overtime project as well as the ability to reward
other officers of his choice with overtime hours. Members of the department who have been
in opposition to such conduct have been demoted, disciplined, removed from
responsibilities, and in some cases experienced their employment terminated.

7 Sergeant Sears had personally experienced an unanticipated change in work schedules and
8 work assignments, been shunned by administrative officials who consistently ignored emails
9 and his very presence in the department. Sergeant Sears has been removed from a P.O.P
10 team unit which he helped develop and was placed on night shift patrol while other officers
11 were allowed to work with the P.O.P team and receive overtime. Sergeant Sears has
12 received write-ups for what other officers performed with impunity.

13 Former Chief Deal sold police department ammunition purchased by the police department
14 to Vice Mayor Scott Thompson. Vice Mayor Scott Thompson paid then-Chief Deal five-
15 hundred dollars in cash in exchange for department ammunition. Former Chief Deal even
16 went so far as to detonate a percussion grenade in the parking lot of Oroville Police
Department while occupants of a nearby building were working inside. He did not notify the
nearby building, nor did he notify the employees inside. The explosive rattled the building,
and the records clerk working inside eventually went out on stress leave because of the
trauma. The percussion grenade was particularly traumatic, because the clerk had recently
nearly been struck while working at her desk by a vehicle that plowed through the Oroville
Police Department walls. The loud explosion triggered the trauma from the critical incident
that happened on duty months earlier.

17 All of the foregoing culminated on February 24, 2021, in a notice of administrative
18 investigation initiated by Former Chief of Police Joe Deal. Then, on July 15, 2021, current
19 Chief of Police Bill LaGrone, who succeeded Chief Deal, served Sergeant Sears with notice
20 that Sergeant Sears was scheduled to participate in a mandatory interview for the
21 investigation. In this notice, Chief Bill LaGrone added several new allegations in the
22 investigation against Sergeant Sears., Sergeant Sears was informed the allegations against
23 him included such conduct as raising complaints and making negative comments about an
24 employee who was engaged in unethical and illegal behavior. The administrative
25 investigation notice to Sergeant Sears also included non-actionable claims such as the act
26 of exchanging a hub cap between two department vehicles. The notice of administrative
27 investigation contained trivial incidents that the administration hopes will sufficiently stain
28 Sergeant Sears' reputation to make his employability with other facilities impossible and
stain his own reputation and ability to perform his job within Oroville Police Department. The
accusations are designed to prevent Sergeant Sears from exercising his rights to report
unlawful, unethical, or criminal conduct that he observes occurring within the police

1 department. This retaliatory investigation fosters an environment of fear and intimidation to
2 allow the corruption within the department to continue unabated and unchecked.

3 Underneath the facade of criticism, retaliation, and pretextual discipline is an unaddressed
4 presence of racial hatred that permeates the department administration. Numerous
5 episodes of racially-motivated criticism have made it clear that Sergeant Sears is not to
6 succeed, thrive, or be tolerated in the department.
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1 VERIFICATION

2 I, **Larry L. Baumbach**, am the **Complainant** in the above-entitled complaint. I have
3 read the foregoing complaint and know the contents thereof. The same is true of my
4 own knowledge, except as to those matters which are therein alleged on information
and belief, and as to those matters, I believe it to be true.

5 On September 15, 2022, I declare under penalty of perjury under the laws of the State
6 of California that the foregoing is true and correct.

7 **Chico, CA**

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