

FILED

Superior Court of California,
County of Amador

04/09/2026

By: S. GUZMAN, Deputy Clerk

**CASE ASSIGNED FOR ALL PURPOSES TO
HON. RENEE C. DAY
CCP 170.6**



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19 Attorneys for Plaintiff
20 LORI MCGRAW

21 **THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
22 **COUNTY OF AMADOR**

23 LORI MCGRAW, an Individual

24 Plaintiff,

25 vs.

26 COUNTY OF AMADOR, an entity of unknown
27 origin; and DOES 1 - 50, Inclusive,

28 Defendants.

CASE NO.: 26CV15250

**PLAINTIFF LORI MCGRAW'S COMPLAINT
FOR MALICIOUS PROSECUTION**

REQUEST FOR JURY TRIAL

29 Plaintiff Lori McGraw ("PLAINTIFF" or "MCGRAW"), with knowledge as to her own acts and
30 based upon information and belief with regard to all other matters, by and through her attorneys of record,
31 alleges as follows:

1 1. PLAINTIFF is an individual who was employed by City of Ione as its City Manager and/or
 2 Finance Manager/Director at its business office located in the County of Amador, State of California.

3
 4 2. PLAINTIFF alleges that Defendant County of Amador (“COUNTY”) is a public entity doing
 5 business in the County of Amador, State of California. COUNTY’s Board of Supervisors, as the governing
 6 body of COUNTY, acts, represents, and implements policy on the behalf of COUNTY.

7
 8 3. PLAINTIFF is presently not aware of the true names and/or capacities of defendants DOES
 9 1 through 50, inclusive, and, therefore, sues said defendants by such fictitious names. PLAINTIFF is
 10 informed and believes, and thereon alleges, that said fictitiously named defendants are directly and
 11 proximately responsible for the injuries and damages alleged herein. PLAINTIFF will amend this Complaint
 12 to allege the true names and capacities of said fictitiously named defendants when, and if, ascertained.

13
 14 4. COUNTY and DOE Defendants 1 through 50 are hereinafter sometimes collectively referred
 15 to as “DEFENDANTS”.

16 5. On or about August 20, 2025, PLAINTIFF served her timely Government Claim against
 17 DEFENDANTS which DEFENDANTS rejected. On October 17, 2025, DEFENDANTS provided notice
 18 to PLAINTIFF of this rejection.

19
 20 6. PLAINTIFF is informed and believes, and upon such information and belief alleges, that at
 21 all relevant times each and every Defendant was a principle, agent, employer, employee, manager,
 22 supervisor, officer, shareholder and/or owner of each and every other Defendant, and each and every act
 23 and/or omission of each and every Defendant occurred by and through the owner of the Defendant and
 24 within the course and scope of such agency and/or employment and/or was approved and/or ratified by the
 25 acts and/or omissions of each and every other Defendant.

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1 11. Also in or about August of 2021, PLAINTIFF provided the City of Ione with documentation
2 that she had received from the EDD (which the City should have also received directly from the EDD)
3 regarding disability payments that PLAINTIFF was receiving.
4

5 12. Specifically, PLAINTIFF told the City of Ione that, since she should only be paid the
6 difference between her disability payment and her regular salary, the hours being charged against her accrual
7 balance were inaccurate. Despite numerous follow-up communications, the City refused to correct
8 PLAINTIFF's leave accrual balances.
9

10 13. In October of 2021, instead of correcting PLAINTIFF's accrual balances, the City of Ione sent
11 PLAINTIFF a letter falsely claiming that: (1) somehow, while PLAINTIFF had been on leave or otherwise
12 off work since April/May of 2021 (during which time City Attorney Meyer had taken PLAINTIFF's keys,
13 revoked her passwords, reset her security codes, escorted her out of her office and removed authorization
14 for her entrance to City Hall), PLAINTIFF "remained . . . responsible for payroll and processing all Personal
15 Action Forms" ("PAF") (despite the fact that Interim City Manger Rock failed to complete the requisite
16 PAF) ; (2) although PLAINTIFF's checks were deposited via Electronic Funds Transfer, PLAINTIFF
17 "continued to receive and cash payroll checks"; and (3) PLAINTIFF had been "overpaid" by \$13,158.35.
18
19

20 14. PLAINTIFF repeatedly requested a breakdown of how this amount was calculated which the
21 City of Ione refused to provide. Instead, the amount that the City claimed PLAINTIFF purportedly "owed"
22 continued to increase with, again, no breakdown or support for the ever-changing amount/s claimed.
23 Additionally, PLAINTIFF is informed and believes that COUNTY simply accepted the City's random
24 amount/s, with no understanding (or attempt to understand) how the City had improperly calculated same.
25

26 15. During this same time period, PLAINTIFF received a letter from the City of Ione informing
27 her that her medical benefits were to be terminated, effective November 1, 2021.
28

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1 16. However, had PLAINTIFF's leave balances been accurately calculated (i.e., had the City of
2 Ione paid her the 20 hours differential between the daily amount of disability insurance she was being paid
3 per her prior paychecks instead of the full 80 hours per pay-period), PLAINTIFF would have had an
4 additional **three times** the amount of sick time accrued (i.e., an additional 60 hours per pay period).
5

6 17. In other words, as PLAINTIFF repeatedly told the City of Ione, not only was the City's
7 termination of PLAINTIFF's medical benefits improper but any alleged "overpayment" to PLAINTIFF was
8 offset by the significant monies owed to PLAINTIFF.
9

10 18. However, while the City of Ione never corrected PLAINTIFF's leave accrual balances, the
11 City continued to pay PLAINTIFF's salary (without any type of overpayment recovery, recoupment or
12 reduction) which evidences its knowledge (which COUNTY also knew or should have known) that
13 PLAINTIFF did **not**, in fact, owe the City any monies but, to the contrary, any alleged "overpayment" to
14 PLAINTIFF was offset by the significant monies owed to PLAINTIFF by the City of Ione.
15

16 **B. By Late 2021, PLAINTIFF is Forced to Retain Litigation Counsel and, After**
17 **PLAINTIFF made her Initial Settlement Demand, the Parties Engaged in**
18 **Settlement Discussions.**
19

20 19. By December of 2021, the City of Ione's conduct had escalated and PLAINTIFF was forced
21 to retain litigation counsel.
22

23 20. The parties engaged in initial settlement discussions that contemplated the City of Ione paying
24 monies to PLAINTIFF.
25

26 21. However, the City of Ione stated that it desired for PLAINTIFF's second *Skelly* hearing to
27 proceed prior to additional settlement discussions. (The first *Skelly* hearing had apparently gone so poorly
28 for the City that it instructed the *Skelly* officer to not issue a response.)
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1 **C. On January 13, 2022, the *Skelly* Officer found that: (1) City Manager Michael**
 2 **Rock was “Fully at Fault for any Overpayment of Salary”; and (2)**
 3 **PLAINTIFF’s Termination “Should Not be Upheld.”**

4
 5 22. On January 13, 2022, *Skelly* Officer Dr. Jolene Church (who had been specifically chosen
 6 by the City of Ione) issued her “*Skelly* Officer Response to the Amended Notice of Proposed Disciplinary
 7 Action - Termination” which stated, in pertinent part:

- 8
- 9 • “I believe the City of Ione, specifically, the City Manager [Michael Rock], is fully at fault
 10 for any overpayment of salary to Ms. McGraw and failure to catch the error in a timely
 11 manner. ‘Your actions resulted in an overpayment’ should be directed at Mr. Rock and not
 12 at Ms. McGraw”;
 - 13 • “I believe the City of Ione has attempted to cover up its mishandling of the termination and
 14 reversion of Ms. McGraw’s position by casting blame on her and misleading how her
 15 comments about a Council member was obtained”;
 - 16 • “It is evident that the statement made by [Interim City Manager] Rock in the Amended
 17 Notice, Section II.A . . . is untrue”;
 - 18 • “The termination of Ms. McGraw should not be upheld. As stated [above], it is apparent that
 19 the City mishandled nearly every aspect of this disciplinary matter, including illegally
 20 eavesdropping on private conversations and is not owning up to its errors”; and
 - 21 • “No evidence of a history of poor performance was provided to me which would support why
 22 the Council chose to terminate its agreement (Resolution 2020-40) early.”

23 23. In other words, after being presented with PLAINTIFF’s evidence, the *Skelly* Officer
 24 specifically found that: (1) City Manager Rock was “fully at fault” for any alleged overpayment to
 25 PLAINTIFF; and (2) PLAINTIFF was not responsible for same.

26 24. It was also crystal clear that any alleged “overpayment” to PLAINTIFF was offset by the
 27 significant monies owed to PLAINTIFF by the City of Ione.

28 **D. On March 4, 2022, the Parties Participated in a Private Mediation.**

29 25. On March 4, 2022, PLAINTIFF and the City of Ione engaged in private Mediation with Ret.
 30 Judge Ben Davidian (who also had been specifically chosen by the City of Ione.)

1 26. While PLAINTIFF was impressed with the efforts of Judge Davidian, the matter did not
 2 resolve.

3
 4 **E. PLAINTIFF Immediately Filed and Served the Administrative Prerequisites to**
 5 **her Civil Lawsuit Against the City of Ione.**

6 27. On March 6, 2022 PLAINTIFF filed her Complaint with the Department of Fair Employment
 7 and Housing. This Complaint alleged that both City of Ione - and specifically the City’s then - City Attorney
 8 Meyer (against whom PLAINTIFF had also made a complaint with the California State Bar) - had harassed,
 9 discriminated and retaliated against PLAINTIFF in violation of the Fair Employment and Housing Act.

10
 11 28. On March 7, 2022, PLAINTIFF served her detailed Government Claim on the City of Ione.
 12 PLAINTIFF’s Claim alleged that the above-referenced persons (i.e., City Attorney Meyer, City
 13 Attorney/Human Resources Manager Prentice, City Council Member Atlan, City Council Member Epperson
 14 and City Council Member Wratten), City Manager Rock and former City Manager Jon Hanken had engaged
 15 in unlawful conduct and were responsible for causing her injuries.

16
 17 **F. The Murky March 2022 Origin of the Initiation of Criminal Charges Against**
 18 **PLAINTIFF (and COUNTY’s Failure to Document and Produce Same to**
 19 **PLAINTIFF) Evidences COUNTY’s Malicious Intent.**

20
 21 29. As an initial point, in addition to the ethical duties and constraints of all attorneys and the
 22 mandates of *Brady v. Maryland* to disclose all material, favorable evidence (including exculpatory or
 23 impeachment evidence) to the defense, Rule 5-110 of the State Bar of California Rules provides for
 24 additional “special responsibilities” for a “prosecutor.” Specifically:
 25

- 26 “The prosecutor in a criminal case shall:
 27 (A) Not institute or continue to prosecute a charge that the prosecutor knows is not supported
 28 by probable cause;
 ...
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1 (D) Make timely disclosure to the defense of all evidence or information known to the
2 prosecutor that the prosecutor knows or reasonably should know tends to negate the guilt of
3 the accused, mitigate the offense, or mitigate the sentence, except when the prosecutor is
4 relieved of this responsibility by a protective order of the tribunal.”

4 30. However, it became evident that COUNTY refused to provide PLAINTIFF with the most
5 **basic** discoverable information: the identity of the complainant and any/all information/documentation that
6 was provided by the complainant to COUNTY that originated the complaint. Indeed, this intent to coverup
7 is evidenced by COUNTY’s investigator John FooSum’s “Narrative” which omits any mention whatsoever
8 as to the origin of the complaint.
9

10 31. Indeed, the concern rose to such a level that, during the criminal trial, Judge J. S. Hermanson
11 ordered COUNTY’s District Attorney Todd Riebe to execute one declaration, and then another declaration,
12 and to then report to Court to testify under oath.
13

14 32. However, COUNTY’s District Attorney Riebe’s representations - i.e., that he had **no**
15 recollection or documentation whatsoever regarding the initiation of felony criminal charges against a former
16 City Manager of the largest city within his County (especially as the universe of persons that could
17 potentially possess such information is incredibly limited) - defies logic and common sense and evidences
18 malicious intent.
19

20 33. Specifically, on February 13, 2025, COUNTY’s District Attorney Riebe declared, under
21 penalty of perjury:
22

- 23 • “I am the elected Amador County District Attorney, licensed to practice before all courts in
24 the State of California.”
- 25 • “In 2022, I had a telephone conversation with an individual regarding a possible
26 embezzlement of public funds committed by a former City Manager, Lori McGraw. To the
27 best of my recollection, this was the first time I had heard anything about this allegation. I
28 cannot recall whether I received the call or I returned a previous call. I also cannot recall the
name of the person who I spoke with as I receive numerous calls from the public regarding
alleged criminal matters. My recollection is that it was a male I was speaking with, who
appeared to have knowledge of the matter.”

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- 1 • “Prior to March 1, 2022, I received a telephone call from a male with knowledge of a matter
 2 involving an alleged embezzlement of public funds. It was described that Ms. McGraw had
 3 at one time held two positions within the City of Ione: City Manager and Finance Director.
 4 Ms. McGraw was removed of her City Manager position, although she allegedly continued
 5 to pay herself for both positions for a period of time. To the best of my recollection, this is
 6 the first time I had heard anything about this allegation. I cannot recall whether I received the
 7 call or I returned a previous call. I also cannot recall the name of the male who I spoke with
 8 as I receive numerous calls from the public regarding alleged criminal matters. The male was
 9 not a member of the Ione City Council. I did not write a report of this phone call. I did not
 10 record this phone call.”
- 11 • “I contacted my former Chief Investigator Mike Martin and requested that he assign a
 12 District Attorney Investigator to follow up on the matter.”
- 13 • “After that conversation, I recall having a conversation with former Ione City Attorney
 14 Sophia Meyers regarding this matter. I cannot independently recall any specifics of that
 15 conversation, beyond the base allegation that Ms. McGraw allegedly embezzled public funds
 16 by paying herself for her former City Manager position, when she only held the Finance
 17 Director position. I did not write a report of this phone call. I did not record this phone call.
 18 I have checked my emails and I have no emails to or from Ms. Meyers.”
- 19 • “I have not received any emails directly regarding Ms. McGraw . . .”; and
- 20 • “I did not personally review the case involving Lori McGraw for charging nor direct any
 21 prosecutor in my office as to whether, or how, it should be charged.”

22 38. COUNTY’s District Attorney Riebe’s Declarations under penalty of perjury were thereafter
 23 disputed by the City of Ione’s testimony under penalty of perjury.

24 39. COUNTY’s District Attorney Riebe (who purportedly recalled the timing and the substance
 25 of the communication, as well as with whom he did not speak) was then called to testify at the trial outside
 26 the presence of the jury at which time he continued to purportedly fail to recollect any further details and
 27 was unable to produce any documentation of this purported communication with any unknown person.

28 40. COUNTY’s abject failure to document the origin of these felony charges against a former
 City Manager of the largest city within Amador County is evidence of COUNTY’s malicious intent in
 initiating this prosecution of charges against PLAINTIFF.

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1 45. Additionally, a March 22, 2022 email from City Attorney Meyer to COUNTY (also hidden
2 from PLAINTIFF for three years) that should have reasonably aroused COUNTY's suspicion as to the
3 truthfulness (or lack thereof) of the City of Ione's claims and the City's obvious motivations:
4

- 5 • Refused to provide PLAINTIFF's Government Claim - which detailed PLAINTIFF's
6 allegations of City Attorney Meyer's ongoing illegal conduct - to COUNTY despite the fact
7 that it was indisputably a public document;
- 8 • Claimed that City Attorney Meyer "d[id not] see a mention of the overpayment" in
9 PLAINTIFF's Government Claim, despite the fact that PLAINTIFF's Government Claim
10 specifically detailed how PLAINTIFF had "repeatedly communicated" to the City that the
11 City had miscalculated PLAINTIFF's hours, had erroneously reported her status and had
12 improperly (in a manner contrary to law without PLAINTIFF's knowledge) utilized
13 PLAINTIFF's sick accrual which resulted in the City's improper cancellation of
14 PLAINTIFF's health coverage;
- 15 • Admitted that PLAINTIFF's Government Claim (justifiably for PLAINTIFF) blamed the
16 City for the mistake.
- 17 • Failed to provide the *Skelly* Response that credibly accused City Manager Rock (**not**
18 PLAINTIFF) for the theft of funds.

19 46. COUNTY's failures to make the requisite timely disclosure to the defense of all *Brady*
20 evidence or information provides further evidence of COUNTY's malicious intent.
21

22 47. Indeed, a review of the untimely documents produced by COUNTY during trial evidences
23 that, **to date**, COUNTY has still failed to provide all *Brady* evidence to PLAINTIFF.
24

25 **H. COUNTY then Assigned John FooSum as its "Investigator" even though Mr.**
26 **FooSum Worked Directly for one of the Persons Who PLAINTIFF had Alleged**
27 **had Acted Unlawfully.**
28

29 48. PLAINTIFF is informed and believes and thereon alleges COUNTY knew that PLAINTIFF
30 had made protected disclosures of various persons' acts of illegal conduct, including conduct of City Council
31 Member Atlan.
32

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1 49. PLAINTIFF is also informed and believes that thereon alleges that COUNTY also knew that
2 City Council Member Atlan was the Manager of the Castle Oaks Golf Course and that COUNTY's
3 investigator FooSum worked for Castle Oaks Golf Course and reported directly to Mr. Atlan.
4

5 50. Despite that relationship, COUNTY assigned Mr. FooSum to investigate the allegations
6 against PLAINTIFF and, indeed, assigned Mr. FooSum to interview his direct supervisor. Additionally,
7 despite such obvious conflict of interest, PLAINTIFF is informed and believes and thereon alleges that Mr.
8 FooSum proceeded to "investigate" the City of Ione's claims against PLAINTIFF.
9

10 **I. COUNTY's "Investigation."**

11 51. As an initial point, directly contrary to COUNTY's District Attorney Riebe's declaration
12 under penalty of perjury above that "(p)rior to March 1, 2022, [District Attorney Riebe] received a telephone
13 call from a male with knowledge of a matter involving an alleged embezzlement of public funds",
14 COUNTY's Felony Report states that the felony was "reported" on March 14, 2022 at 5:00 p.m.
15

16 52. Then, Mr. FooSum's "Narrative" - that failed to identify the reporting party and failed to state
17 how or why he opened the investigation - began with the oddly worded phrase:
18

19 "On March 16, 2022 I, Amador County District Attorney Investigator J. Foosum, opened a criminal
20 investigation involving City of Ione Finance Manager, S/Lori McGraw. I contacted City of Ione
21 Attorney M/Sophia R. Meyer by telephone and she provided [Foosum] with a statement."

22 53. The beginning of this Narrative evidences that, as early as March of 2022, DEFENDANTS
23 intended to obscure the origins of these claims which then, three years later: (1) not a single person from
24 DEFENDANTS' District Attorney's office could recall the origins; and (2) District Attorney Riebe would
25 fail to recall under oath how or why the investigation was opened, or who was responsible for authorizing
26 the case to proceed.

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1 54. Mr. Foosum’s Narrative and Supplement also stated that he interviewed persons against
 2 whom PLAINTIFF had made prior disclosures/complaints regarding their unlawful conduct and/or who
 3 attempted to cover-up said persons’ unlawful conduct (i.e., City Attorney Meyer, City Attorney Prentice,
 4 City Council Member Atlan, City Council Member Epperson, City Council Member Wratten, City Manager
 5 Rock and former City Manager Hanken.)

7 55. Despite the fact that these interviewed persons not only provided information that was easily
 8 provable as untrue but provided evidence that not only contradicted each other but that actually proved
 9 PLAINTIFF’s position, COUNTY failed to acknowledge these obvious issues of proof and, instead,
 10 continued to prosecute the claims against PLAINTIFF.
 11

12 **J. During the Beginning of COUNTY’s “Investigation”, PLAINTIFF’s Claims**
 13 **were Publicized and the City of Ione made a Six-Figure Settlement Offer to**
 14 **Plaintiff.**
 15

16 56. On April 15, 2022, the Ledger Dispatch published a lengthy article entitled “*They’re*
 17 *Tragically Malicious! \$1.4 Million in Lost Salary and Benefits may just be the Beginning - Former Interim*
 18 *City Manager’s Claim for Damages made Public*”, which detailed PLAINTIFF’s claims.
 19

20 57. On April 19, 2022, the City of Ione made a written settlement offer to PLAINTIFF for an
 21 amount the City of Ione valued at over \$650,000.00.
 22

23 58. PLAINTIFF is informed and believes and thereon alleges that COUNTY knew that no public
 24 entity would offer to pay someone money whom the public entity actually believed had stolen from it or
 25 owed it money.

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1 **K. DEFENDANTS Failed to Include Obviously Exculpatory Evidence in**
2 **DEFENDANTS’ “Investigation” Report.**

3
4 59. On May 2, 2022, ongoing communications took place between PLAINTIFF’s retained
5 litigation counsel and COUNTY’s investigator Foosum during which PLAINTIFF’s retained counsel:

- 6 • Advised Mr. Foosum that PLAINTIFF’s retained counsel had been retained to represent
7 PLAINTIFF “with regard to her civil claims against the City of Ione”;
- 8 • Advised Mr. Foosum that the City’s complaint to COUNTY “appear[ed] to be a continuation
9 of its unlawful retaliation against” PLAINTIFF;
- 10 • Provided Mr. Foosum with various documents, including the above-referenced *Skelly* Officer
11 Response; and
- 12 • Requested that Mr. Foosum confirm - since Interim City Manager Rock had been specifically
13 identified on January 13, 2022 to the City of Ione as the one who was “fully at fault for any
14 overpayment to” PLAINTIFF - that COUNTY was also investigating Mr. Rock.

15 60. Although Mr. Foosum’s investigative notes reflect interviews both before **and** after May 2,
16 2022, there is **no** mention whatsoever in his notes of any communications between PLAINTIFF’s retained
17 counsel and **no** mention whatsoever of the documents provided to Mr. FooSum by PLAINTIFF’s retained
18 counsel.

19 61. Additionally, Mr. Foosum **never** confirmed that COUNTY was investigating City Manager
20 Rock’s conduct.

21 62. This conduct is further evidence of COUNTY’s malicious intent.

22 **L. On June 24, 2022, COUNTY Proceeded to File Criminal Charges Against**
23 **PLAINTIFF Despite the fact that the City of Ione had, on June 13, 2022,**
24 **Offered for PLAINTIFF to Return to Work**

25
26
27 63. On June 13, 2022, the City of Ione forwarded correspondence to PLAINTIFF inquiring about
28 PLAINTIFF’s ability to **return to work** from her medical leave of absence as the City’s “Finance Director”
in charge of the City’s Finance Department.

1 64. The City of Ione's actions, of course, demonstrate the falseness of its allegations against
2 PLAINTIFF, which any competent unbiased investigation by COUNTY would have revealed.

3
4 65. On June 22, 2022, PLAINTIFF filed and served her factually-specific Complaint against the
5 City of Ione which further detailed Plaintiff's numerous protected disclosures and reports to various
6 persons/entities (both inside and outside of the City) regarding the City's myriad unlawful and improper
7 conduct and the City's subsequent retaliation against Plaintiff.

8
9 66. Two days later, on June 24, 2022, COUNTY filed a Complaint against PLAINTIFF entitled
10 *People v. Lori Chrystal McGraw*, Amador Superior Court Case No. 22CR31746 for: (1) Violation of Penal
11 Code 424(a), Public Officer Crime, a Felony (Count I) Violation of Penal Code 487(a); and (2) Grand Theft
12 by Embezzlement, a Felony (Count II). This Complaint was based upon contradictory and false evidence
13 from compromised persons against whom PLAINTIFF had made numerous prior complaints of illegal
14 conduct.

15
16 **M. During the Pendency of this Matter, COUNTY Further Evidenced Its Malicious**
17 **Intent.**

18
19 67. During the pendency of the criminal action, COUNTY offered to reduce PLAINTIFF's two
20 felony charges to misdemeanors if PLAINTIFF dismissed her civil complaint against the City of Ione -
21 evidencing the connection between PLAINTIFF's civil claims (which were stayed for two years and four
22 months pending the resolution of the criminal case) and the retaliatory criminal claims.

23
24 68. Additionally, during the pendency of the criminal action, COUNTY repeatedly introduced
25 what PLAINTIFF is informed and believes was clearly perjured evidence. The testimony of COUNTY's
26 witnesses not only contradicted each other but actually was contradictory within certain individual witness'
27 own testimony.

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1 69. Additionally, during the pendency of the criminal action, COUNTY repeatedly pled ignorance
2 of PLAINTIFF's *Skelly* hearing, the facts included within PLAINTIFF's civil lawsuit and PLAINTIFF's
3 repeated requests to the City of Ione for any calculations and/or back up documentation for the City's ever-
4 evolving amount/s of monies allegedly owed by PLAINTIFF.
5

6 70. The above provides further evidence of COUNTY's malicious intent.
7

8 **N. The City of Ione Further Demonstrated the Falseness of its Allegations against**
9 **PLAINTIFF, all of which COUNTY Knew or Should Have Known.**

10 71. On August 4, 2022, the City of Ione (that had never disciplined PLAINTIFF for her purported
11 involvement in any alleged overpayment) proceeded to terminate her employment via correspondence which
12 specifically admitted that PLAINTIFF's termination was **not** "a disciplinary termination, but one deemed
13 necessary for efficiency of City operations and because of budgetary limitations."
14

15 72. Despite the City of Ione's conduct and its obvious admission of PLAINTIFF's lack of
16 wrongdoing, COUNTY continued to prosecute the charges against PLAINTIFF that were quite obviously
17 **not** supported by probable cause.
18

19 **O. As a Result of COUNTY's Conduct, PLAINTIFF Suffered Significant Harm.**

20 73. Despite the abject lack of probable cause, lack of evidence and the existence of perjured
21 and/or highly contradictory testimony by COUNTY's witnesses, PLAINTIFF faced the possibility of many
22 years in prison. In order to defend herself from COUNTY's conduct, PLAINTIFF was forced to retain
23 criminal counsel and, in doing so, incurred expenses totaling several hundreds of thousands of dollars.
24

25 74. Additionally, as COUNTY is well aware, the charges against PLAINTIFF were highly
26 inflammatory and scandalous and, as such, resulted in significant media attention. As a result, PLAINTIFF
27 has been unable - and will most assuredly never again be able - to hold the type of employment positions
28 she previously held, resulting in additional significant harm to PLAINTIFF.

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P. On March 6, 2025, PLAINTIFF Prevailed at Trial.

75. On March 6, 2025, at the conclusion of Trial (during which DEFENDANTS evidenced breaches of numerous legal and ethical obligations, including the withholding of evidence and the presentation of what PLAINTIFF is informed and believes to be perjured testimony), the proceedings terminated in PLAINTIFF’s favor when a Jury returned a unanimous verdict of Not Guilty.

76. Indeed, the jury was so incensed by the charges against PLAINTIFF, the lack of evidence against her and the perjured/highly conflicting testimony presented by DEFENDANTS, the jury stayed to hug, talk with and commiserate with PLAINTIFF and with PLAINTIFF’s criminal counsel.

77. Simply, DEFENDANTS, maliciously and without probable cause, caused and/or maintained a criminal complaint to be filed and/or maintained against PLAINTIFF.

FIRST CAUSE OF ACTION

MALICIOUS PROSECUTION

(Against All DEFENDANTS)

78. PLAINTIFF realleges Paragraphs 1 through 77 above and incorporates same as though fully set forth herein.

79. As set forth in detail above, DEFENDANTS were actively involved in causing PLAINTIFF to be arrested, charged, prosecuted and/or in causing the continuation of the prosecution against PLAINTIFF.

80. As also set forth above, the criminal proceeding ended in PLAINTIFF’s favor with a verdict of “not guilty.”

81. As also set forth above, no reasonable person in DEFENDANTS’ circumstances would have believed that there were grounds for causing PLAINTIFF to be arrested, prosecuted and/or for the continuance of the prosecution against PLAINTIFF.

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