



ATTACHMENT 1

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**GOVERNMENT CLAIM**

PAMELA S. GREER, fka PAMELA  
PHONTHONGSY, an individual,

Claimant,

vs.

CITY OF OJAI, a government entity; and  
DOES 1 through 100, inclusive,

Respondents.

CASE NO.:

**GOVERNMENT CLAIM**

[PURSUANT TO GOVERNMENT CODE §§  
905 AND 910, *et seq.*]

TO RESPONDENTS, CITY OF OJAI, a government entity:

PLEASE TAKE NOTICE that PAMELA S. GREER, by and through her attorneys,  
McNicholas & McNicholas, LLP, hereby submits this Government Claim to the RESPONDENTS,  
herein, based on information and belief.

1. **Name of Claimant:**

Pamela S. Greer

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2. **Post office address to which person(s) presenting the claim desires all notices and communication to be sent:**

McNICHOLAS & McNICHOLAS LLP

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3. **Date, Place & Circumstances Surrounding the Claim:**

Claimant Pam S. Greer (“Greer” or “Claimant”), alleges the following:

Since 2019, Claimant worked for the City of Ojai as its Finance Director and performed her duties in a consummately professional manner, consistently enjoying commendations and raises and in pay each year as a result.

Until late January 2024, as Finance Director, Claimant participated in City leadership and assisted in policy planning and implementation. She was responsible for planning, directing, and reviewing the activities of the City’s finance department, which included overseeing budgeting, financial reporting, payroll and compliance with financial regulations, as well as overseeing the budget process, audits, banking transactions, and personnel setup of the financial systems. She was also responsible for hiring, training and managing staff. See City of Ojai Municipal Code § 2-5.02.

Claimant worked conscientiously and harmoniously with City Management from 2019 to early 2024.

On January 29, 2024, however, Ben Harvey (“Harvey”) assumed office as City Manager for Respondents City of Ojai and almost immediately called Claimant’s role as finance director into question.

In February 2024, in response to Harvey’s request for reimbursement of expenses, Claimant asked to see his signed employment agreement to confirm that the expenses were authorized by his contract. Harvey asked Claimant, “Why can’t you just process the reimbursement?” At first, Claimant thought Harvey was joking and explained that City policy required supporting documentation to justify any payment to employees beyond their regular paycheck. She soon realized, however, that she was dealing with a different kind of city manager, and had put herself

1 on his wrong side.

2 In addition to disrespecting basic financial procedures from the start, unlike previous City  
3 Managers, Harvey excluded or minimized Claimant in meetings with councilmembers on City  
4 financial matters.

5 Also unlike the previous City Manager, who had Claimant report directly to him, Harvey  
6 directed Claimant to report to his subordinate, Assistant City Manager Carl Alameda (“Alameda”).

7 Claimant managed all the tasks described above while Harvey began, though a variety of  
8 means, to systematically cause staffing shortages, leaving Claimant and the Finance Department  
9 severely understaffed with a complete lack of support. The staffing challenges and excessive  
10 workload impacted Claimant’s ability to complete the normal workload as well as to implement  
11 new processes and improvements. It also caused Claimant to work excessive hours without pay.

12 A few months after he started, Harvey told City Councilmembers that he had “found \$8  
13 million” that had been missing in the City’s budget, thereby casting aspersions of financial fraud  
14 and lack of transparency on Claimant and the previous City administration. He would periodically  
15 repeat this falsehood over the next months.

16 Harvey’s allegation was a complete fabrication, without any foundation whatsoever, as  
17 there was no way to just “find \$8 million” in the City coffers. Even if a mayor, City manager,  
18 finance director or someone else had, somehow—for some reason, concealed the funds, outside  
19 auditors regularly audited City accounts and would have certainly noticed \$8 million of  
20 unaccounted-for City funds.

21 On February 15, 2025, during the mid-year report to the Council, Harvey also asserted that  
22 the Finance Department had never issued mid-year reports, casting aspersions on Claimant’s  
23 diligence.

24 This allegation was also false. In a follow-up City Management meeting on February 19,  
25 2024, Claimant explained that, throughout her tenure, she had consistently provided the Council  
26 with mid-year reports—except for during the Covid pandemic, at the discretion of the prior City  
27 Manager, when City finances were in a high state of flux and no adjustments to the budget were  
28 proposed. Harvey seemed annoyed at Claimant “correcting” him and cut her off while she was

1 speaking.

2 During one-on-one meetings in February, March and April 2024, Claimant informed  
3 Harvey that there are even YouTube video recordings of her mid-year updates to the Council. None  
4 of her appeals deterred Harvey from repeating this derogatory falsehood in City Management  
5 meetings and at City Council meetings over more than the next year.

6 Harvey would also often mention his “\$8 million of found money” in City Management  
7 meetings (with all department heads). Claimant was surprised to hear that and asked Harvey where  
8 he found the money so she could correct any classification errors per GASB 54 reporting of fund  
9 balance requirements.

10 In response, Harvey would ignore her request—and he would remain silent—until someone  
11 would break the awkwardness caused by his silence. Soon, when the issue came up again and  
12 Claimant asked about it, Harvey and the Public Works director, Lindy Palmer (“Palmer”),  
13 noticeably exchanged smirks and rolled their eyes. Soon, other senior City staff, to curry favor with  
14 them, joined in the mockery.

15 Next, in the Spring of 2024 (with the fiscal year closing June 30), in City management  
16 meetings, Palmer pushed for Claimant to approve Public Works “carrying-over” of encumbrances  
17 (unspent funds) from one fiscal year to the next, claiming she had *always* engaged in such carry-  
18 overs (in Camarillo).

19 Claimant objected to this proposed practice, seeing it as a multiple violation of law: First,  
20 Cal. Code of Regulations (“CCR”), Title 2, Div.2, ch.1 Art. 2, § 610 provides that “the issue date  
21 of an agreement determines the fiscal year appropriation to which the encumbrance /expenditure  
22 for goods or services is charged. The issue date of an agreement is the date it is ‘made and entered  
23 into.’” Second, each year, the budget, along with Ojai’s “Statement of Financial Policy” (“SFP”), is  
24 adopted by the City Council each fiscal year has the effect of law; carrying-over encumbrances  
25 would violate § 5(g) of that law: “Departments with an approved capital outlay budget, that are  
26 unable to purchase the capital item by the end of the year, may carry over a specified amount to the  
27 next fiscal year *[only] with the specified approval of the City Manager*” (*emphasis added*). To  
28 allow otherwise allows for mismanagement and fraud.

1 Palmer proclaimed she had *never* heard of refusing carryovers. In response, Claimant  
2 suggested reconciling and rounding-up each of Public Work’s open encumbrances to the budgeted  
3 amount and having the City Manager sign the carry-forward request (as per SFP § 5(g)) – if he saw  
4 fit.

5 This exchange repeated itself a number of times, but the City Manager *never* affirmed the  
6 Finance Director’s authority in such financial matters, never acknowledged Ojai’s annually-  
7 adopted SFP, and never bothered to provide approval of the encumbrance carry-overs—despite  
8 Claimant’s numerous email and verbal requests. Accordingly, Claimant refused Palmer’s request to  
9 carry-over encumbrances.

10 By June 2024, the Finance Department was down from five to three staff positions, which  
11 required Claimant to work excessive hours, sometimes 12-20 hour days. With the resignation of  
12 the Accounting Supervisor in June 2024, Claimant was left as the only person able to prepare for  
13 year-end on June 30.

14 Despite Claimant’s pleas, Harvey did not even advertise to fill the vacant position for  
15 another 3 months, and did not fill it until five months later, in November 2024. When the City  
16 interviewed for the “Accounting Manager” position, Harvey insisted Claimant create a short  
17 accounting exam for candidates; then excluded Claimant from the hiring process, hired someone  
18 who failed the short accounting exam Claimant had created and was completely unable to perform  
19 the job required.

20 Next, Palmer pushed Claimant to approve paying Public Works vendors from *estimates*, not  
21 *invoices*. Claimant also viewed this practice as a violation of law, Generally Accepted Accounting  
22 Principles (GAAP) and Government Accounting Standards Board (GASB) rules. These rules apply  
23 because paying vendors from estimates, as opposed to fixed, agreed-upon invoices for the value of  
24 the work performed, exposes the City to lawsuits and the possibility of fraud.

25 In person, by phone and email, Claimant protested Palmer’s proposal to pay one vendor  
26 based on the vendor’s *estimate*. Palmer was outraged, which she demonstrated at the subsequent  
27 City management meeting – raising her voice in disbelief, vocally complaining she had “never  
28 heard of so many accounting procedures,” rolling her eyes in disdain and throwing her arms up in

1 the air as if to say, “I don’t know what to do with her.” Harvey would encourage Palmer’s behavior  
2 by smirking and moving his head from side-to-side in disapproval of Claimant’s financial advice. It  
3 is standard practice, however, to obtain invoices, rather than estimates, for audit documentation  
4 purposes.

5 In spite of compliance with financial regulations being an essential function of the finance  
6 director, unlike previous City Managers, Harvey did not affirm the Finance Director’s authority  
7 and did not defer to her judgment. To the contrary, Harvey encouraged disrespect for the finance  
8 director’s authority, and condoned and supported illicit and improper accounting practices by the  
9 City.

10 In early July 2024, there was an audit request regarding the City’s undertaking of a new and  
11 large infrastructure Highway Planning Program (“HPP”). Code of Federal Regulations (“CFR”) §  
12 637 required the City to have a QAP (Quality Assurance Program) for this HPP.

13 Despite Claimant pointing out – in person and by email – to the Assistant City Manager and  
14 City Manager that the City’s lack of a QAP was a violation of law, the City never provided the  
15 required documents.

16 In mid-July 2024, defying Claimant’s request, Palmer refused to obtain an IRS tax form W-  
17 9 from a pickleball courts vendor for the City. Palmer justified overlooking the lack of  
18 documentation, saying, “I promised the vendor his bill would be paid this week.” Claimant  
19 informed Palmer that the IRS *requires* the Form W-9. See IRC §§ 6041(d) and 6109(a)(3).  
20 Claimant implored the City Manager and Assistant City Manager–in-person, by phone and email–  
21 to follow the law. Alameda remained silent; Harvey *ordered* Claimant to issue payment *without* the  
22 legally-required information.

23 Next, also in mid-July, 2024, Claimant broke her leg in a hiking accident. Although she  
24 received a doctor’s note to allow for two weeks off-work, she worked from home, on pain killers.  
25 She then acquired a handicapped parking plaque and returned to the office on July 29, only to  
26 discover that a City camper vehicle blocked the only handicapped parking spot at City Hall.  
27 Claimant pointed out to the City Manager and Assistant City Manager by phone and in person that  
28 this obstruction was preventing her from accessing her office (and other disabled people from City



1 Hall), and that it was a violation of the ADA (federal Americans with Disabilities Act) — all to no  
2 avail. They refused to accommodate her disability and forced her to walk a long distance from the  
3 upper parking lot—over an uneven and downward sloping surface, to her office.

4 Claimant thus went home and had to obtain another doctor’s note allowing her to work  
5 from home for the next week. After that, she returned, but the City had still not remedied the  
6 situation, forcing her to park in an unauthorized area, next to the space marked for the  
7 handicapped.

8 Harvey also refused Claimant’s request for time-off due to her being infected with Covid.  
9 He insisted she continue working while being fevered, weak and on narcotics. He also directed an  
10 outside consultant (Eide Bailey) to conduct an interview with Claimant while she was under the  
11 influence of pain medications – and then criticized Claimant for mistakes made in answering  
12 questions. This mistreatment highlighted the lack of accommodations the City provided to  
13 Claimant and the challenges she faced in obtaining any support to timely complete City tasks.

14 Next, in late Summer 2024, the City Manager hired Anthony Palacios as Operations  
15 Supervisor of Transportation. Harvey designated him as a “part-time” employee but Palacios  
16 consistently worked 40-hours or more per week, and Harvey gave written approval of his timecards  
17 reflecting that full-time work.

18 Claimant informed the Assistant City Manager that full-time employees, unlike part-time  
19 employees, are entitled to rest and meal breaks (Labor Code § 226.7 and § 512), unemployment  
20 insurance, health insurance (ACA), disability insurance (SDI), workers compensation insurance  
21 (CWCA), overtime pay (>40hrs), CalPERS pension benefits, vacation pay and paid legal holidays.  
22 Neither he nor Harvey took any action.

23 The denial of these legal rights became pointed around Veteran’s Day. Palacios, as a  
24 disabled USMC veteran, had asked Harvey and Alameda for the day off. He reported them  
25 laughing at him—as they denied his request. When Claimant heard about the incident, she told them  
26 that Palacios was entitled to a paid day off for legal holidays—especially this one, since he was a  
27 veteran. Her plea fell on deaf ears.

28 Over the course of several months, through emails, phone calls and personal contact,

1 Claimant tried to correct the City’s unlawful treatment of Palacios—and two City trolley driver  
2 employees—who were also working full-time while in part-time status—all to no avail.

3 On October 3, 2024, Harvey asked Claimant to give him financial advice on his *personal*  
4 taxes. Although Claimant knew the request to be wrong—and informed Harvey of this fact, she felt  
5 compelled, because of Harvey’s authority over her, to obey and give him the personal tax advice he  
6 sought. Harvey’s request violated Govt. Code § 8314: “(a) It is unlawful for any...state or  
7 local...employee...to use...public resources for a...personal or other purposes which are not  
8 authorized by law.”

9 Next, on October 14, 2024, the local newspaper, the Ojai Valley News (“OVN”), exposed  
10 that Harvey (with the cooperation of the City Attorney and then-Mayor) had arranged and  
11 conducted a secret and illegal City Council closed session meeting four month earlier, in June. The  
12 OVN reported that, through this secret closed session, Harvey and the Counsel dramatically cut the  
13 City’s popular Gymnastics Program (the “Program”). With the OVN’s exposure of the cuts, both  
14 the secret closed session and Program cuts became a public scandal.

15 Harvey, seeking to justify his actions, accused Gymnastics Program parents and Recreation  
16 Department staff of misappropriating City funds.

17 Despite knowing Claimant was already overwhelmed with work on the City’s four annual  
18 audits; her daily direction, review and approval of her staff’s work; reviewing and working with an  
19 outside attorney on the cannabis tax hearing packet; preparing and documenting the transient  
20 occupancy tax hearing packets; and her continued training of staff; Harvey ordered Claimant to  
21 track several years of cash receipts to find evidence for his allegation of misappropriation of City  
22 funds. The pressing audit and other work didn’t matter; “This is a ‘priority,’” he said.

23 After a number of days of research, Claimant informed Harvey there was nothing to support  
24 his claim of misappropriation, wrongdoing or negligence.

25 Directing Claimant to find evidence for his accusations against parents and staff was yet  
26 another example of Harvey improperly using public resources (Claimant’s worktime (especially  
27 during an audit) for his personal benefit, *i.e.*, to exculpate himself in the scandal.

28 Next, soon after OVN’s exposure of the scandal, the Parks & Recreation Manager, Matt

1 Davis, assumed all blame for the scandal. But Davis had only been in the job a few months, had no  
2 authority to set a closed session meeting or cut funds, nor had he accused anyone of  
3 misappropriating City funds.

4 On November 15, 2024, the City Council held a special meeting on the Program. In the face  
5 of public outcry, the Council unanimously kept the Program intact, as it was prior to the cuts. Matt  
6 Davis immediately resigned—in disgrace.

7 Harvey then instructed Claimant to prepare a “severance package” for Davis. Claimant  
8 informed Harvey that Davis, having worked only eight (8) mo., was *not* entitled to “severance” pay  
9 under Ojai’s employment rules.

10 Harvey then implemented a “work-around.” He arranged for the City to give Davis three  
11 (3) months of “administrative leave with pay” – and then enhanced that pay by retroactively  
12 increasing Davis’s hourly wage rate. The City also provided Davis 50% of sick leave, which  
13 violated Ojai City Municipal Code and/or Employee Handbook § 9.6.5.2, allowing paid sick leave  
14 *only* if the employee has worked for the City *five consecutive years*. The “sick time” pay also came  
15 at his new higher hourly rate and extended time, along with health, dental and vision coverage  
16 while sitting at home. Claimant informed the Assistant City Manager of these Municipal Code and  
17 Employee Handbook violations – to no avail.

18 Claimant reasonably believed that the City’s post-employment payments to Davis were a  
19 form of illicit “hush money” in violation of state law.

20 In January 2025, as the result of the efforts of City Operations Transportation Supervisor  
21 Anthony Palacios, the City won over \$1 million in federal/state/county grants (the “Grant funds”)  
22 for its trolley service. Palacios then reiterated his longstanding request to the Assistant City  
23 Manager and City Manager to obtain a City truck (even a used one) to fulfill his job duties.

24 Harvey refused the request, forcing Palacios to continue using his own personal truck, for  
25 which the City did not compensate him. Claimant informed Harvey that employers are obligated to  
26 reimburse employees for the necessary and reasonable expenses of their jobs. See Labor Code §  
27 2802.

28 Harvey ignored Claimant’s warning and the law. Compounding the City’s violation,

1 Harvey then directed the Grant funds to buy a *new* truck for a *different* department, Public Works.

2 Claimant now had to point out to Assistant City Manager Alameda that using the trolley  
3 funds for (Palmer's) Public Works department violated a variety of laws about using the  
4 federal/state/county restricted Grant funds, *i.e.*, the trolley grant, for a *different* purpose. It was a  
5 violation of GASB "misuse of funds"; a violation of the federal Dept. of Transportation grant  
6 agreement, 2 CFR 200 (Uniform Admin. Requirements, Cost Principles, and Audit Requirements  
7 for Federal award); and fraud and abuse in re Federal Funding and Accountability and  
8 Transparency Act. Ignoring Claimant's protest, the City Manager proceeded with the purchase and  
9 transfer of the new truck to Public Works—and provided no explanation to Claimant.

10 Also in January 2025, Kathy Holman, the new Human Resources ("HR") Manager for the  
11 City (and a friend of Palmer's from their previous work in Camarillo), assumed office. Invoking  
12 Harvey's name, she started improperly giving verbal instructions regarding payroll to Finance  
13 Department staff (not in her department).

14 Specifically, HR Director Holman was instructing the new Accounting Manager, who  
15 didn't know any better, to adjust time and pay for unauthorized overtime and double-time for  
16 Sunday work to *Public Works* staff. Those employees, however, were ineligible for such pay, as  
17 their total time worked had not exceeded 40 hours that week. See City of Ojai Employee Handbook  
18 § 8.9.2. ("Overtime is compensated at one and one half (1-1/2) times the non-exempt employee's  
19 regular rate of pay for hours worked in excess of forty (40) hours in the work week," with Sundays  
20 and holidays paid at double (2x) the regular rate.)

21 Claimant repeatedly informed Assistant City Manager Alameda and HR Manager Holman  
22 that it is improper to pay double-time for Sunday shifts when the employee had not yet met the 40-  
23 hour minimum requirement. They gave no response, so Claimant alerted her payroll staff to re-  
24 adjust the overtime to regular time.

25 That immediately triggered Alameda and Holman telling Claimant, "*per Harvey*," to issue  
26 the double-time pay for (Palmer's) Public Works employees. This was not only misappropriation  
27 of City funds; it was also effective training of other City employees in how to disrespect and  
28 violate the law.

1           The City (Harvey/Alameda/Palmer/Holman) also allowed certain new (Public Works)  
2 employees to accumulate and use sick leave and vacation time before they were eligible for such  
3 benefits. Established City procedure was to have the department head, in this case Palmer, and the  
4 City Manager, sign the employee timecards, so that the Finance Department could authorize the  
5 extra pay.

6           Regarding *sick time*, the City Employee Handbook § 9.6.1 states, “Sick leave may not be  
7 used until an employee has been on the job for two (2) months.” In spite of this rule and Claimant’s  
8 objections, Public Works employees who had worked a few weeks would absent themselves from  
9 work—and be paid—by using “sick leave.” Meanwhile, employees in other departments who were  
10 absent before reaching the two-month period had a “no pay” notation on their timecards and were  
11 not paid.

12           Regarding *vacation* pay, the Handbook, at §§ 4.1 and 9.3.2, provides that employees must  
13 complete six months of continuous service before using accrued vacation leave “*unless otherwise*  
14 *approved by the City Manager.*” Despite Claimant’s objections, by ignoring her pleas, Assistant  
15 City Manager Alameda and City Manager Harvey *tacitly* allowed for the accumulation and use of  
16 vacation leave—by ignoring Claimant’s requests—without ever *formally* “approving” it.

17           Soon after that controversy, an employee in the Finance Department responsible for payroll  
18 called Claimant, confiding in her that he was receiving verbal instructions from HR Manager  
19 Holman to pay unauthorized overtime for part-time for Public Works staff—but only when  
20 Claimant was away from her desk. Claimant instructed her staff to request an email with any such  
21 requests or a signed timecard.

22           On February 4, 2025, HR Manager Holman emailed a Finance Department employee,  
23 asking him a question to the effect of, “What else do you not have access to do your job duties  
24 ‘efficiently’?” referring to his access to bank accounts, employee pay, etc. First, her attempt to  
25 manage Finance Department employees in how they execute their job functions was again  
26 improper. Second, more egregious, Holman’s promoting of access by employees to other  
27 employees’ personal information, pay records and banking information, was a serious violation of  
28 the “Principle of Segregation of Duties,” as it creates an undue risk of fraud by defeating the

1 system of check and balances. It is a violation of Govt. Accountability Office standards of internal  
2 control (GAO-14-704G), the “State Leadership Accountability Act (SLAA) (Cal. Gov’t Code  
3 section 13403, GAAP, GASB, and Cal. SLAA with Department of Finance(DOF) and State  
4 Controller’s Office (SCO) principles of “Effective Internal Control,” [GAO-14-704G, Principle 10,  
5 SLAA Gov. Code §§ 13400-13407, and City of Ojai’s Statement of Financial Principles. The  
6 practice violates so many laws, rules, regulations and accounting standards because such invasions  
7 of privacy open the City to risk of fraud, *e.g.*, creation of ghost employees, inflation of salaries,  
8 misuse of other people’s bank accounts and more—limited only by an employee’s criminal  
9 imagination.

10 HR Director Holman had been pushing for this practice since the beginning of her  
11 employment. When HR Director Holman first requested access to employee profiles for the payroll  
12 staff, Claimant verbally explained and emailed to her the reasons for “Segregation of Duties,” as  
13 the lynchpin of good Internal Control. When Holman persisted in the prohibited practice. Claimant  
14 emailed Holman and Alameda (and perhaps Harvey) to stop the practice – all to no avail.

15 On February 11, 2025, at a City Council meeting, Claimant had to deal with an *ongoing*  
16 problem ever since Harvey started. Whenever Claimant provided financial reports to the Council,  
17 Assistant City Manager Alameda would submit to Claimant “corrected” and “additional”  
18 information from City departments up-to and during printing and posting of the budget book—and  
19 insist that Claimant incorporate the changes. Even one of his changes, however, could result in  
20 numerous other changes and, as a result, there were inevitable discrepancies. In presenting such  
21 reports containing such errors, Claimant was made to look foolish and incompetent.

22 The first time this happened, early in 2024, Claimant complained and told Alameda that this  
23 practice could not continue. Alameda insisted that *Harvey* wanted these final numbers in her report.  
24 In the Spring of 2024, Harvey asked her to explain such discrepancies in response to OVN  
25 inquiries. When she objected, pointing out that the analysis of the numbers was generated by the  
26 Assistant City Manager and that he should explain it, Harvey ordered her to be the one to explain it  
27 to the OVN. Claimant would thus have to explain these inconsistencies, without blaming others—at  
28 expense to her own professional reputation. This time, in February 2025, the discrepancies were

1 glaring, and Claimant had to explain them to the City Council at length.

2         Nonetheless, at that City Council meeting, councilmembers praised Claimant publicly; one  
3 stated how “lucky Ojai is to have you,” pointing at Claimant. Others nodded in agreement and  
4 thanked Claimant for her work. Councilmember Kim Mang stated that they would like to “build a  
5 relationship” with finance staff, and immediately followed-up to meet about the City’s Budget  
6 committee that Friday.

7         Attending that meeting were Councilmember Mang, one of her constituents—CFO for the  
8 Auto Club Clay Creasy, Harvey, Alameda, and Claimant. Harvey again mentioned the supposed  
9 failure of the Finance Department to previously provide mid-year updates to the Council, and  
10 Claimant again gently corrected his “confusion” on the issue.

11         Throughout this time, while attempting to remedy constant improprieties in financial  
12 reporting, and despite being understaffed and overworked, Claimant was completing multiple  
13 audits, including the Transit Audit, Gold Coast Audit, and Single Audit.

14         Toward the end of February 2025, an employee in Public Works requested the Finance  
15 Department open a \$100,000 credit account with a vendor, a nursery. Claimant asked Public Works  
16 Director Palmer to confirm both her awareness of the request and evidence of City Council  
17 approval—since its approval is required for requests over \$30,000. *See* Ojai Municipal Code sec 8-  
18 4.22. Palmer confirmed her awareness but could not provide proof of any such City Council  
19 approval. Claimant joined Palmer in trying to find evidence of Council approval but was also  
20 unsuccessful.

21         Accordingly, Claimant refused to approve the transaction and authorized a credit limit of  
22 \$10,000, which was the signing limit of her superior, Alameda. Palmer was furious. A few minutes  
23 later, Claimant received a phone call from Harvey, who commanded Claimant, “Just get it done!”  
24 Claimant refused the instruction. Palmer and Harvey were infuriated even further.

25         On Monday, March 3, 2025, at the end of the day, the City, *i.e.*, Harvey, Alameda and  
26 Holman, met with Claimant and terminated her employment. Harvey represented and attributed the  
27 termination to Claimant not finishing one of the audits.

28         All the above give rise to legal claims because, at all times herein mentioned, California

1 Labor Code §1102.5 was in full force and effect and was binding on the Respondents.

2 From early February 2024 through the end of February 2025, Claimant reported to Ojai  
3 City Manager Ben Harvey, Assistant City Manager Carl Alameda, Director of Public Works Lindy  
4 Palmer, Director of Human Resources Kathy Holman, and others that she believed that they and  
5 the City were engaged in illegal activities, as described above.

6 The reports mentioned above were made by Claimant to the City of Ojai, an employer  
7 within the meaning of California Labor Code §1102.5, and Claimant had reasonable cause to  
8 believe that the allegations disclosed violations of local, state and federal statutes and regulation.

9 Respondents retaliated against Claimant for disclosing information and/or refusing to  
10 engage in the illegal activity, which the Claimant had reasonable cause to believe disclosed  
11 violations of local, state and federal statutes and/or regulations, as identified above.

12 As a result, Respondents subjected Claimant to adverse employment actions because  
13 Respondents knew that Claimant had disclosed, and believed she may further disclose, information  
14 regarding Respondents above-described practices and policies.

15 California Labor Code § 1102.5 defines "adverse actions" broadly to encompass employer  
16 conduct that materially affects the terms, conditions, or privileges of employment. Respondents  
17 subjected Claimant to such adverse actions that include, but are not limited to the following:

- 18 1. Repeatedly subjecting Claimant to ridicule;
- 19 2. Undercutting Claimant as the City's authority on financial matters;
- 20 3. Subjecting Claimant to excessive scrutiny, undermining and disrespect;
- 21 4. Cutting the Finance Department staff and overloading Claimant with work—to set  
22 her up for failure;
- 23 5. Antagonizing Finance staff and causing them to resign, leaving Claimant and her  
24 Finance Department short-handed—to set her up for failure;
- 25 6. Requiring Claimant to work excessive hours due to understaffing, causing Claimant  
26 extreme stress and health issues;
- 27 7. Failing to timely advertise for or hire replacements to fill vacant positions, and  
28 instead delaying many months to do so, all done in an effort to overload Claimant and set her up



1 for failure;

2 8. Excluding Claimant from the decision to promote personnel within the Finance  
3 Department, also setting her up for failure;

4 9. Excluding Claimant from the hiring of her own Finance Department staff;

5 10. Hiring incompetent personnel to work for Claimant, setting her up for failure;

6 11. Hiring outside accountants (at higher rates of pay) – to make it appear that Claimant  
7 was failing, could not handle the work on her own, and that she was the cause of wasting City  
8 money on outside consultants;

9 12. Condoning (and perhaps encouraging) City staff to submit last minute changes to  
10 financial reports—to stress Claimant and make her appear incompetent when numbers would not  
11 “add up”;

12 13. Ordering Claimant to respond to media inquiries about such discrepancies, which  
13 were caused by the Assistant City Manager, to make it appear as though Claimant was at fault;

14 14. Failing to accommodate Claimant with a handicapped parking space, as required by  
15 law when she was legally “disabled”;

16 15. Failing to accommodate Claimant while infected with Covid, forcing her to work  
17 while fevered, weak and under the effects of narcotics;

18 16. Failing to accommodate Claimant when she sought time to seek dental treatment for  
19 teeth and jaw clenching caused by work stress;

20 17. Failing to engage in a good faith interactive process to resolve any accommodation;

21 18. Subjecting Claimant to harassment and discrimination compared to the treatment of  
22 other City department heads;

23 19. Hiring a “friendly” consultant to discredit Claimant by falsely reporting that  
24 Claimant, the Finance Director, did not have key financial documents and procedures in place;

25 20. Terminating Claimant’s employment. Falsely claiming the termination was based on  
26 her failure to complete one audit (of four) is amply evident in light of what followed. As of the date  
27 of this filing, more than four months later, Claimant is informed, believes and alleges that the City  
28 has still not completed that audit; and

1           21.     Denying Claimant a work environment free of retaliation.

2           A motivating factor for Respondents to engage in the foregoing adverse employment  
3 actions against Claimant was to retaliate for Claimant's reporting of illegal activity, which  
4 Claimant had reasonable cause to believe disclosed violations of local, state and federal statutes  
5 and/or regulations, as identified herein.

6           Respondents allowed, permitted, condoned, ratified, and/or enabled the retaliation and/or  
7 other wrongful conduct as described herein.

8           Respondents has caused Claimant to suffer a loss of pay and benefits. Respondents  
9 retaliation will also cause Claimant to have to take an altered career and retirement path, and will  
10 adversely affect her income, pension, and other benefits and other economic damages, in an  
11 amount to be ascertained according to proof. Claimant claims such amount as damages together  
12 with prejudgment interest pursuant to California Civil Code § 3287 and any other provisions of law  
13 providing for prejudgment interest.

14          As a legal result of the above-described conduct of Respondents, Claimant has sustained  
15 and will continue to sustain general damages in the form of physical, mental, and emotional  
16 injuries, pain, distress, suffering, indignity, damage to her good name, reputation, standing in the  
17 community, and other non-economic damages.

18          Respondents further caused mental strain and damage to Claimant's reputation, among  
19 other negative actions.

20          As a legal result of the above-described conduct of Respondent, Claimant has sustained and  
21 will continue to sustain physical, mental, and emotional injuries, pain, distress, suffering, anguish,  
22 fright, nervousness, grief, anxiety, worry, shame, mortification, injured feelings, mental suffering,  
23 shock, humiliation, and indignity, as well as other unpleasant physical, mental, and emotional  
24 reactions, damages to good name, reputation, standing in the community, and other non-economic  
25 damages.

26          As a direct and proximate result of the aforesaid unlawful acts of Respondents, Claimant  
27 has suffered and will suffer, stress-related health consequences and physical illness and symptoms.  
28 Claimant claims general damages for such health problems in an amount to be proven at time of

1 trial.

2 As a further legal result of the above-described conduct of Respondents, Claimant has and  
3 will in the future be required to engage the services of health care providers and incur expenses for  
4 medicines, health care appliances, modalities, and/or other related expenses in a sum to be  
5 ascertained according to proof.

6 As a further legal result of the above-described conduct of Respondents, Claimant has been  
7 suffering incidental, consequential, and/or special damages, in an amount according to proof.

8 As a further legal result of the above-described conduct of Respondents, Claimant has and  
9 will continue to incur attorneys' fees and costs in an amount according to proof.

10 As a further legal result of the above-described conduct of Respondents, Claimant suffered  
11 incidental, consequential, and/or special damages, in an amount according to proof.

12 Respondents above-described conduct has also caused Claimant to incur ongoing attorneys'  
13 fees and costs in an amount according to proof.

14 Respondents also calculated that the best way to exert control over Claimant and to quash  
15 any further revelation of—or disobedience to—Respondents illegal policies, was to take adverse  
16 actions against Claimant by punishing and firing her. She was to be made an example of what  
17 would happen to others if they do as Claimant did.

18 Claimant seeks a minimum of \$1,000,000 plus interest and attorney fees.

19 ~~~~~

20 The City of Ojai is a governmental entity involving dozens of employees. Claimant  
21 believes that others not presently known to her from this government entity have  
22 been involved in the actions set forth herein, and the failures to prevent the actions  
23 set forth herein, and will only be able to identify them through actual litigation  
24 discovery. The things alleged herein have caused significant general and special

25 ///

26 ///

27 ///

28 ///

1 damages, have caused damages to her person, reputation, and health, have caused  
2 permanent and continuing damage to her career, career path, and future employment.  
3

4 Respectfully Submitted,

5 Dated: July 15, 2025

McNICHOLAS & McNICHOLAS, LLP

6  
7 By: /s/ Jon E. Drucker

8 Matthew S. McNicholas

9 Douglas D. Winter

10 Jon E. Drucker

11 Attorneys for Claimant

12 Pamela S. Greer  
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1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA** )  
3 **COUNTY OF LOS ANGELES** )

4 I am a resident of the county aforesaid; I am over the age of eighteen years and not a party  
5 to the within entitled action; my business address is 10866 Wilshire Blvd., Suite 1400, Los  
6 Angeles, CA 90024.

7 On July 15, 2025, I served the attached **GOVERNMENT CLAIM** on the interested parties  
8 in said action by placing a true copy thereof enclosed in a sealed envelope, addressed as stated  
below:

9 *SEE ATTACHED SERVICE LIST*

10 ☐ **(BY CERTIFIED MAIL/RETURN RECEIPT)** I deposited such envelope with postage thereon  
11 fully prepaid, in the United States mail at Los Angeles, California.

12 ☒ **(BY PERSONAL SERVICE)** I caused such envelope to be delivered by hand via MESSENGER  
to the offices of the addressee.

13 ☐ **(BY FACSIMILE)** The above-described document (s) were sent by facsimile transmission to the  
14 facsimile number(s) of the law office(s) stated above. The transmission was reported as complete and  
15 without error. A copy of the transmission report is made a part of this proof of service pursuant to CRC §  
2008.

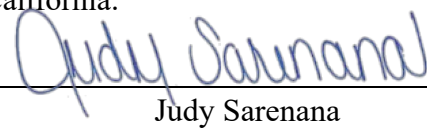
16 ☒ **(BY ELECTRONIC MAIL)** The above-described document(s) were sent by electronic  
17 transmission to the law office(s) stated in the attached Service List. The transmission was reported as  
complete and without error.

18 ☐ **(BY OVERNIGHT DELIVERY)** I placed the package for overnight delivery in a box or location  
19 regularly maintained at my office or I delivered the package to an authorized courier or driver authorized to  
20 receive DOCUMENTS. The package was placed in a sealed envelope or package designated with delivery  
21 fees paid or provided for, addressed to the person(s) on whom it is to be served at the address(es) shown  
above, at the office address(es) as last given by that person on any document filed in the cause and served on  
the party making service; otherwise at that party's place of residence.

22 ☒ **(State)** I declare, under penalty of perjury under the laws of the State of California that the  
foregoing is true and correct.

23 ☐ **(Federal)** I declare that I am employed in the office of a member of the bar of this court at  
24 whose direction the service was made.

25 Executed on July 15, 2025, at Los Angeles, California.

26   
27 Judy Sarenana  
28

**SERVICE LIST**  
***Greer v. City of Ojai***

**City of Ojai:**

City Clerk's Office

City of Ojai

401 S. Ventura Street

Ojai, CA 93023

Tel: (805) 646-5581

***(Via Personal Service)***

Email: cityclerk@ojai.ca.gov

***(Via electronic mail)***