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8      LESLIE RULE

**ELECTRONICALLY FILED**

Superior Court of California  
County of Ventura

12/01/2025

K. Bieker  
Executive Officer and Clerk

By:  Deputy Clerk

Adriana Velasco

8      **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9      **IN AND FOR THE COUNTY OF VENTURA**  
10     **Unlimited Jurisdiction**

11     LESLIE RULE

12     Plaintiff,  
13     vs.  
14     CITY OF OJAI,  
15     a Government Entity,  
16     Defendant.

17     Case No: 2025CUPT055697

18     VERIFIED COMPLAINT FOR:

- 19     1) REIMBURSEMENT UNDER  
20     GOVERNMENT CODE § 996.4
- 21     2) INDEMNIFICATION UNDER  
22     GOVERNMENT CODE §825.2.
- 23     3) VIOLATION OF LABOR CODE § 2802
- 24     4) VIOLATION OF GOVERNMENT CODE §  
25     815.6 - MANDATORY DUTY
- 26     5) DECLARATORY RELIEF

27     PLAINTIFF LESLIE RULE ("PLAINTIFF" or "RULE") hereby alleges:

1 1. This complaint seeks to compel the Defendant City of Ojai to defend and indemnify Rule against  
2 all claims brought against her in Byrne et. al. v. Rule et al., Super Ct. No.2023CUMC008352, Court  
3 of Appeal No. B332962 (consolidated with Ct. of Appeal No. 335099) and to reimburse her for all  
4 cost and fees incurred in said actions to date. Plaintiff has complied with all relevant provisions of  
5 the Government Code related a) to the filing of a claim against a government entity and b) to the  
6 right of plaintiff to file this lawsuit.

7

## 8 PARTIES

9

10 2. Plaintiff Leslie Rule is a duly elected member of the Ojai City Council ("**the Council**"),  
11 having been employed in that capacity since December 13, 2022.

12 3. Defendant City of Ojai ("**the City**") is a government entity and an incorporated city in the  
13 County of Ventura, in the State of California.

14

## 15 JURISDICTION AND VENUE

16

17 4. This Court has subject matter jurisdiction over this controversy as a court of general jurisdiction  
18 within the County of Ventura. This Court has jurisdiction to grant injunctive relief  
19 under Code of Civil Procedure ("CCP") §§ 525 and 526, and jurisdiction to grant declaratory  
20 relief under CCP § 1060.

21 5. Venue is proper under CCP § 395.5, as Defendant City of Ojai is located in the County of  
22 Ventura, both parties are residents of and do business in Ventura County, and all conduct  
23 giving rise to this lawsuit occurred in this County.

24

## 25 STATEMENT OF FACTS

26

1       6. In the Fall of 2022, the Ojai City Council enacted an ordinance ("the **Ordinance**") approving  
2       a real estate Development Agreement with a local developer by a vote of 4-1, with only  
3       the former Mayor Betsy Stix (referred to as "**Mayor Stix**" for simplicity), voting 'no'.  
4

5       7. There remained an organized and dedicated group in Ojai opposed to the Ordinance. In  
6       early December 2022, Sabrina Venskus, a local Ojai attorney led a successful effort to gather  
7       signatures to place a ballot initiative ("the **Initiative**") on the City's election calendar. The  
8       express purpose of the Initiative was to overturn the City's Ordinance adopting the Develop-  
9       ment Agreement.  
10

11       8. Days later, Sabrina Venskus also filed a lawsuit on behalf of a local nonprofit called  
12       "Simply Ojai" against the City. The lawsuit also sought to invalidate the Ordinance and De-  
13       velopment Agreement – on the alleged basis that the Ordinance and Development Agreement  
14       violated CEQA (the Cal. Environmental Quality Act) ("the **CEQA Litigation**").  
15

16       9. On December 8, 2022 Petitioner Rule won election to the City Council for District 1 of the  
17       City of Ojai. She had not campaigned in reference to the Ordinance and indeed knew little  
18       about it prior to taking her seat.  
19

20       10. The week of December 5, 2022, Mayor Stix, exercising her unilateral prerogative to add  
21       items to the City Council's agenda, added a closed session item to discuss the now already-  
22       pending CEQA Litigation. She set the first closed session for December 13, 2022, the first  
23       day of the newly elected Council.  
24

25       11. Thus, the first of three closed sessions, on an important topic, was set to convene on the  
26       very first day Rule and two other new Councilmembers took office – without Rule's  
27       knowledge or participation.  
28

29       12. The Council's Closed Session Agenda Statement, drafted by City Attorney Matthew  
30       Summers, cited the CEQA Litigation and Government Code § 54956.9 ("pending" litigation)  
31

1 as its only legal authority – and they repeated this formulation for the two succeeding closed  
2 sessions.

3  
4 13. During the open City Council session on December 13, 2022, which always precedes a  
5 closed session, it was suggested via public comment that Mayor Betsy Stix recuse herself  
6 from all City matters concerning the CEQA Litigation and plaintiff Simply Ojai.

7  
8 It was pointed out that the Mayor's election campaign manager was also the manager and  
9 sole employee of Simply Ojai; her assistant election campaign treasurer was Simply Ojai's  
10 treasurer; the Simply Ojai treasurer had contributed money to the Mayor's re-election cam-  
11 paign; and that Mayor Stix's position on the Development Agreement matched with the posi-  
12 tion of Simply Ojai – the plaintiff in the CEQA Litigation – which was adverse to the City's  
now-established law, i.e., the Ordinance.

13  
14 14. Mayor Stix declined to recuse herself.

15  
16 15. The Council then went into closed session on December 13, 2022. Immediately, Mayor  
17 Stix recommended that the City hire a new law firm called Shute, Mihaly and Weinberg that  
18 had been “recommended” to her to *“look at the Development Agreement with a new set of*  
19 *eyes”* – not to defend or advise the City on the CEQA litigation. Hiring new counsel to *“look*  
20 *at the Development Agreement”* was not covered by the closed session statement because it  
was not for the purposes of defending the CEQA litigation.

21  
22 16. When Councilwoman Suza Francina asked the Mayor to respond to the conflicts of inter-  
23 est raised in the open session (also not covered by the closed session Statement), Councilman  
24 Andrew Whitman (**“Whitman”**), yelled at her, *“Suza, you’re talking out of your ass!”*

25  
26 17. Rule was taken aback by the outburst. She felt the conflicts were a real issue and merited  
27 a response, and came to Councilmember Francina’s defense. Whitman barked at Rule,  
28 *“You’re talking horseshit.”*

1  
2 18. Whitman's profanity-laced outbursts silenced the two councilwomen.  
3  
4

5  
6 19. The Council then (tacitly) agreed to accept Mayor Stix's suggestion to hire her recom-  
7 mended new law firm.  
8  
9

10  
11 20. It is unknown who assigned what to the new law firm, but rather than addressing the  
12 CEQA Litigation, the new firm's work and the Council's ensuing discussions conducted in  
13 closed session focused on thwarting the developer and blocking the Development Agree-  
14 ment.  
15  
16

17 21. Over the course of these three closed sessions, it became apparent to Rule that something  
18 was horribly amiss. One key moment came when she posed a question to the new outside  
19 lawyer to the effect of: "*What is your take on the CEQA allegations of the complaint?*" The  
20 new lawyer admitted she had not been engaged to review or research the CEQA issue. This  
21 was thus not an attorney-client communication relating to the CEQA Litigation; it was an  
22 admission that none of the statements made in the closed session were attorney-  
23 communications relating to the City's defense of the CEQA Litigation at all.  
24

25 22. In other words, not only were these meetings and the work of the Shute, Mihaly and  
26 Weinberg unrelated to the CEQA Litigation, they were positively for the purposes of achiev-  
27 ing the aims of the *plaintiff* (Simply Ojai) in overturning the Development Agreement, and  
28 undermining the position of the defendant City. The City was paying an external lawyer to  
consider how best to defeat its own position.  
29

30 23. Consequently, at the end of the third closed session on January 10, 2023, Rule pointedly  
31 asked Mayor Stix, "*Where did you get the recommendation for this law firm?*" After a long  
32 awkward pause, Mayor Stix responded, "*Sabrina.*" That is, Sabrina Venskus – the lawyer for  
33 the plaintiff, Simply Ojai, in the CEQA Litigation – against the defendant City.  
34  
35

1       24. The Mayor of the City had colluded with the lawyer for the organization suing the City,  
2       to hire another firm to assess options for undermining the Ordinance, which was the subject  
3       of challenge. Public funds were being used to pay that external lawyer. None of this was  
4       properly agendized as required by the Brown Act, and there would have been no way for a  
5       concerned member of the public to know about this impropriety.

6       25. Rule was aghast; it was like the proverbial farmer hiring the fox to watch the hen house.  
7       She asked Stix, "*You didn't think that the fact that the recommendation for a lawyer to repre-*  
8       *sent the City [the defendant] came from the plaintiff's lawyer was a fact worth mentioning to*  
9       *us beforehand?*"

10      26. Mayor Stix then responded, "*Sabrina is my friend.*"

11      27. In the week after that closed session, Rule sought the advice of City Attorney Summers,  
12       telling him she felt that these improprieties had to be made public, that the people of Ojai  
13       needed to know about these things. Rule realized that the rescinding of the development  
14       agreement would, *de facto*, result in the same outcome for Simply Ojai as winning its lawsuit  
15       against the City, but without the cost. Summers told Rule she could not disclose anything  
16       from the closed sessions. It is simply incorrect as a matter of law that a rule of absolute con-  
17       fidentiality applies to closed sessions, no matter the topic of discussion and regardless of  
18       whether they follow their published agendas.

19      28. Summers' advice to keep silent did not sit well with Rule, who then consulted three other  
20       lawyers, all of whom said she was on solid legal ground in disclosing these improprieties.

21      29. Accordingly, on January 24, 2023, in open session of the Council, Plaintiff Rule made a  
22       public statement reporting non-confidential information about the closed sessions. Rule then  
23       handed out a written statement that included Mayor Stix's admission that she had secretly  
24       colluded with Venskus, lawyer to the plaintiff, to hire a law firm to give advice to the de-  
25       fendant City in the CEQA Litigation. That statement noted that the Mayor had furthermore  
26  
27  
28

1 taken advantage of a closed session to hide that collusion. Rule, through her lawyer, also  
2 submitted one letter to the City Attorney at the beginning of that Council meeting and one  
3 follow-up letter about the meeting a few days later.

4  
5 30. In response to her disclosures in the open session, the City Attorney Matthew Summers,  
6 Andrew Whitman, and Mayor Stix shouted Rule down, accusing her of willfully violating the  
7 Brown Act and her duties of confidentiality.

8  
9 31. On numerous occasions thereafter, over many months, these three individuals repeated  
10 the erroneous assertion that Rule had willfully violated the Brown Act.

11  
12 32. The City Attorney's accusations of Brown Act violation fueled and gave legal cover to  
13 Mayor Stix and Councilman Whitman to relentlessly attack Rule in public. Whitman routinely  
14 insinuated that Rule was corrupt, trying to curry favor with the real estate developer.  
15 Mayor Stix echoed those sentiments.

16  
17 33. Prior to this sequence of events Rule did not have any strong views on the Ordinance, or  
18 any relationship, positive or negative, with Mayor Stix or Sabrina Venskus. She had no connection  
19 of any kind to the developer — she is a retired educator. She made the disclosures she did for the sole reason that the City Council, of which she was a member, was acting improperly. It was her duty to do so.

20  
21  
22 **THE DISTRICT ATTORNEY CITES THE CITY FOR VIOLATIONS OF THE BROWN**  
23 **ACT IN ALL THREE CLOSED SESSIONS**

24  
25 34. Due to public outcry over the improprieties of their Council, the District Attorney for  
26 Ventura County became involved in the controversy. After interviewing City witnesses and  
27 reviewing the documentary evidence, the District Attorney cited the City for violations of the  
28 Brown Act in all three closed sessions by way of letter dated 15 May 2023.

1  
2 35. The Council was thus compelled to enact a resolution stating that it would commit itself  
3 not to violate the Brown Act again.  
4

5 **THE MAYOR'S FRIEND FILES A LAWSUIT AGAINST RULE**  
6

7 36. On April 28, 2023, seven residents of the Ojai Valley – led by attorney Sabrina Venskus  
8 (Mayor Stix's "friend") – filed a lawsuit ("the **Lawsuit**") against Rule (and her attorney Jon  
9 Drucker, who had served her pro bono from January through April) for Declaratory Relief,  
10 alleging that Rule had violated the Brown Act when she disclosed – in a public Council  
11 Meeting and letters relating thereto – information from the three closed sessions of December  
12 2022 and January 2023.  
13

14 **RULE REQUESTS THE CITY DEFEND HER IN THE LAWSUIT**  
15

16 37. In May 2024, Plaintiff Rule filed a written request and motion ("the **Motion**") for the  
17 City to provide her with a defense to the Lawsuit.  
18

19 38. On or around 23 June 2023 the City Council considered Rule's Motion and denied it.  
20 Rule recused herself (based on incorrect advice from the City Attorney that she was required  
21 to do so) while Mayor Stix and Whitman, the people whose improprieties were exposed by  
22 Rule, voted 'no'. With only four City council members voting, Rule's Motion could not re-  
23 ceive a majority of votes. It was defeated.  
24

25 39. Mayor Stix admitted voting against providing Rule with the defense to which she was  
26 statutorily entitled because she considered Rule "*guilty*", stating that Rule had "*violated the*  
27 *law*" and citing support of her followers, saying, "*I don't feel comfortable using taxpayer*  
28 *money to pay her [Rule's] legal fees.*"  
29

1           40. Councilman Whitman in turn justified his vote by falsely claiming Rule's statements  
2           about the illegal meetings were made "*maliciously*."  
3

4           41. City Attorney Summers neglected to advise Stix and Whitman that their feelings of hurt  
5           were irrelevant to the legal issue at hand. Neither did he inform Whitman that "*actual mal-*  
6           *ice*" has a specific legal definition hinging on the "*knowing falsity*" of facts in the relevant  
7           statements. Of course, no one has ever suggested that Rule's statements were false — only  
8           that she should not have made them.  
9

#### **RULE INCURS ATTORNEY FEES IN THE LAWSUIT**

10  
11           42. Rule was thus forced to proceed with her own defense of the Lawsuit brought by Sabrina  
12           Venskus and her seven plaintiffs. Rule retained the Law Office of Jon Drucker and the Law  
13           Office of Stephen Johnson, to defend her.  
14

15           43. The Lawsuit was entitled David Byrne, et. al v. Leslie Rule, et. al., Ventura Superior  
16           Court Case No. 2023CUMC008352.  
17

18           44. To pay for her defense Rule was forced to take out a HELOC (Home Equity Line of  
19           Credit) loan on her home. She started a GoFundMe and sent appeals to friends and family for  
20           assistance. She felt humiliated in needing to beg for money from those she knew, and wor-  
21           ried that she would lose her home – a stress which continues.  
22

23           45. It felt incredibly unfair that she could be sued by a friend of the Mayor, that the Mayor  
24           could then effectively control whether or not the City complied with its legal obligations to  
25           defend her. All the while the City Attorney compelled Rule to recuse herself from those  
26           votes, but not the Mayor.  
27

28           46. Councilman Whitman then joined in the Lawsuit, filing a declaration in support of the  
plaintiffs against Rule. In his declaration, he again insinuated that Rule made her disclosures

1 to curry favor with the developer. The trial court found that he misrepresented (the court's  
2 wording), under oath, the nature of the District Attorney's actions, for which the Court repre-  
3 manded him. Of Whitman's 22-paragraph affidavit, the Court struck 21 of them.

4  
5 47. Rule successfully brought an anti-SLAPP motion and prevailed at the trial-court level.  
6 SLAPP is an acronym used to describe "Strategic Litigation Against Public Participation."  
7 The Hon. Ben Coats found Rule was sued solely to interfere with Rule's right and duty of  
8 public participation and that the plaintiff's case did not have "*a probability of prevailing*"  
9 pursuant to California Civil Code § 425.16.

10  
11 48. In fact the court went further, and made a specific finding that Rule did not violate the  
12 Brown Act as alleged: "*This Court makes the specific finding that the information disclosed*  
13 *by Ms. Rule and Mr. Drucker did not concern existing litigation as identified on the closed*  
14 *session agendas and this information was outside the limited scope of the closed session ex-*  
15 *ceptions for meetings with legal counsel regarding pending litigation.*"

16  
17 49. Judge Coats awarded fees and costs to Rule but the award was calculated to cover only  
18 those fees specifically related to the anti-SLAPP motion and not Rule's entire defense.

19  
20 50. The plaintiffs then appealed from both anti-SLAPP ruling and the fee award. The City  
21 has not paid Rule for any of the expenses she has incurred for actions she took solely in her  
22 official capacity to decry illegal closed sessions, which both the Ventura County District At-  
23 torney and Ventura Superior Court Judge Coats confirmed to be illegal – and the City has  
24 been forced to renounce.

25  
26  
27  
28 **RULE INCURS ATTORNEY FEES IN THE APPEAL**

29  
30 51. The Byrne Plaintiffs appealed all aspects of the trial court's ruling. Rule continued to in-  
31 cur attorney fees on appeal (the Lawsuit and the Appeal are referred to here together as "**the**  
32 **Litigation.**") The City persisted in refusing to reimburse her legal fees her. The City has also

1 refused to defend the Court's conclusion that Rule acted in full compliance with her rights  
2 and duties. The City Attorney continued to assert that she *did* violate the Brown Act, despite  
3 a court ruling to the contrary.

4  
5 52. The Court of Appeal, by judgment filed 23 July 2025 and modified on 19 August 2025,  
6 held that the public interest exemption under Code Civ. Proc. § 425.17(b) applied, and so  
7 overturned the ruling on the trial court on that basis.

8  
9 53. But the Court of Appeal explicitly made no findings on the merits of the case, and so did  
10 not overturn the trial court's ruling on whether or not the Lawsuit had a probability of suc-  
11 cess. It *did*, however, reverse the trial court's order for the payment of Rule's Attorney's  
12 Fees.

13  
14 54. Therefore, ironically, in continuing to maintain that the trial court was wrong, the City  
15 adopted a position which increased its liability, as it cannot now even attempt to set off the  
16 attorney's fees recovered by Rule at trial against its own liabilities to her arising out of its le-  
17 gal duty to defend, indemnify, and reimburse her.

18  
19 55. In the course of the Litigation, Rule has incurred attorney fees in the sum of approximate-  
20 ly \$394,042.85, subject to proof, to date, with fees continuing to accrue as the Litigation con-  
21 tinues.

22  
23  
24  
25  
**THE COUNCIL MAKES FINDINGS ON RULE'S REQUEST FOR INDEMNIFICATION**

26  
27 56. In the Fall of 2024, after having incurred hundreds of thousands of dollars in debt to her  
28 attorneys, Rule moved in the Council for indemnification. The Council refused that request,  
providing no explanation whatsoever for its decision.

1           57. Other than the public statements set out above by Mayor Stix and Whitman, the City has  
2           at no point provided any coherent rationale for its position. Rule still does not know on what,  
3           if any basis, her right to reimbursement and indemnification is denied.

4  
5           58. That is despite the fact that, far from any finding that she violated the Brown Act (which,  
6           even if true, would have no effect on her right to recover attorney's fees), there are un-  
7           impugned findings by a court of law that she did the opposite, and brought light to serious  
8           improprieties, per Hon judge Coates:

9  
10           *"It is ironic that the Brown Act which is intended to ensure openness and encour-  
11           age participation by the general public in government business, is being used here  
12           in an attempt to withhold important information from the public. Public officials  
have a general duty to keep the public informed about public business."*

13  
14           To summarize, the City has still not put forward any basis, in reference to the statute, on  
15           which to deny the reimbursement of legal fees. The City nevertheless continues to fail to  
16           comply with Government Code § 996.4.

17           **RULE APPLIES TO THE NEW COUNCIL FOR INDEMNIFICATION AND IS AGAIN  
18           REFUSED**

20           59. With a new mayor having been elected in November 2024 and former Mayor Stix being  
21           removed from post, Rule applied again to the Council for indemnification. The matter came  
22           on for hearing – in closed session – on February 4, 2025. Again her request was refused, and  
23           again the Council again gave no explanation for its decision.

24  
25           60. In the circumstances (and considering the matters which follow below) Rule will say that  
26           the only available conclusion is that the City wishes to put her through as much stress, anxi-  
27           ety, and worry as possible, as a retaliation for bringing the Mayor's improprieties to public at-  
28           tention.

1  
2 61. Meanwhile, Plaintiff Rule's legal expenses continue to accrue in the Litigation — and in  
3 her dealings with the City.  
4  
5  
6

7 **CITY CALLS IMPROPER SPECIAL SESSION  
8 TO FILE AN AMICUS BRIEF AGAINST RULE**

9 62. On or around 18 February 2025, the City Manager allowed a special session to consider  
10 filing an Amicus Brief in support of the Byrne Plaintiffs in the Litigation. This was in violation  
11 of Government Code § 54956, which requires a majority of the legislative body to call  
12 such a session. That section states in the relevant part:

13  
14 "A special meeting may be called at any time by the presiding officer of the legislative  
15 body of a local agency, or by a majority of the members of the legislative body."  
16

17 Only two members of the five-member Council called for the session.  
18

19 63. The City Manager therefore permitted a minority of the City Council to call a special session  
20 for the specific purpose of determining whether the City Council wanted to file an Amicus  
21 Brief against Rule's position in the appeal of the Litigation.  
22

23 64. When Rule raised the above, City Attorney stated that the word "may" meant only that it  
24 was permissible to call a special session with a majority, but it was *just as permissible* to call  
25 a special session with a minority. That is an interpretation so devoid of merit that it could only  
have been made so as to provide a pretext for session to be convened.  
26  
27  
28

1       65. The District Attorney notified the City that this session had been unlawful on 24 March  
2       2025. This was yet another instance in which the District Attorney found the City of Ojai in  
3       breach of the Brown Act.

4  
5       66. The exact reasons why the City facilitated this unlawful session are unclear, although it is  
6       clear that the intention was to in some way prejudice Rule's position in the Litigation.  
7

8       7       67. Again, it was in the City's interests, given its liability in *this* suit (and whether or not the  
9       City denied that liability) for Rule to succeed on the Appeal, because that would have bol-  
10       stered the City's ability to argue that its liabilities should be lessened by any amount awarded  
11       in attorney's fees from the Byrne Plaintiffs (albeit Rule would actually have to be paid those  
12       sums). There was no conceivable benefit to the City in either facilitating this unlawful ses-  
13       sion, or in filing such a brief.

14  
15       68. In summary, the City unlawfully convened to consider filing a brief against one of its  
16       own Councilmembers, in litigation to which it was not a party, taking a position that in-  
17       creased its own potential legal liabilities. That is an utterly strange action to have contem-  
18       plated.

19  
20       69. This special session was called with only 24 hours' notice. Rule had undergone a full hip  
21       replacement three days prior, of which the City was fully aware.

22  
23       70. Further, the City refused to tell Rule the actual proposal under consideration, instead  
24       simply stating that it was in respect of "*potential litigation*" against her. In other words, Rule  
25       was under the impression that the City was contemplating suing her.

26  
27       71. This withholding of information (i.e. that the session was in respect of a contemplated  
28       Amicus Brief, rather than a lawsuit) was calculated to cause Rule severe emotional harm and  
29       distress. It did so. She suffered a series of panic attacks, was unable to sleep, and found her-  
30       self weeping continuously throughout the days prior to the special session, believing that on

1 top of its refusal to reimburse her legal fees, the City intended to start proceedings against her  
2 and cause her to incur further fees. She had an open wound in her hip at the time, which the  
3 City knew.

4  
5 72. When Rule requested that the meeting be rescheduled, given that she was recovering  
6 from surgery and could barely walk or drive, to allow her participation in a matter directly af-  
7 fecting her, the City Manager refused to do so. There was no obvious reason why it could not  
8 be rescheduled.

9  
10 73. When Councilmember Mang became unable to attend, however, the session was prompt-  
11 ly adjourned and the process of rescheduling initiated.

12  
13 74. The only conceivable reason why the City would have allowed an unlawful special ses-  
14 sion on this topic to proceed, to consider an action which would have been directly against  
15 the City's own interests, was to inflict emotional distress on Rule. It did so when she was in a  
16 state of substantial vulnerability, unable to walk, with an open wound. In that respect the City  
succeeded, because it caused her the intended distress.

17  
18 75. Likewise, had the motion succeeded, that would have been the purpose of the Amicus  
19 Brief, the City having no interest in the Byrne Litigation, and indeed having a financial inter-  
20 est in Rule prevailing and recovering her Attorney's fees.

21  
22 76. This was merely the latest in a long line of improper, unlawful, and bizarre actions taken  
23 by the City Council, its individual members, the City Attorney, and the City Manager in re-  
24 spect of Councilmember Rule.

25  
26 77. This also caused her to incur further legal fees for which the City is liable, as it was a step  
27 relevant to the Byrne litigation on which Rule had to seek legal advice.

28  
29 **THE CITY MANAGER OFFERS TO REIMBURSE FEES IF RULE RESIGNS**

1  
2 78. On or around 6 May 2025 the City manager followed the above with an offer that he  
3 could secure the necessary votes to reimburse Rule's legal fees, but only if she would resign  
4 from the Council. He said that a council member had asked him to "*make her go away forever*."  
5 and on that basis only would vote to reimburse her legal fees.

6  
7 79. This again caused Rule to suffer panic attacks and become unable to sleep. She realized  
8 that the true aim of the City was to remove her from public life, and to use its power to deny  
9 her defense and deny reimbursement to achieve precisely that. She was so despondent and  
10 depressed that she in fact wrote an informal agreement which included her own resignation.

11  
12 80. She had now fought the Litigation out of her own pocket for over two years. For over two  
13 years the Council had refused to comply with its obligations, without any explanation. The  
14 City Manager now clearly planned to use her exhaustion and depression to force her resigna-  
15 tion. She was left feeling hopeless, vulnerable, and in despair.

16  
17 81. The course of action taken by the City as set out in this pleading has caused Rule to re-  
18 quire psychological counselling, where she had never before required this. It caused her the  
19 humiliation of having to plead for money from friends and family. It caused her the ongoing  
20 distress of fearing that she will lose her home. It caused her to begin nightly teeth grinding as  
21 a result of that stress, resulting in the loss of two teeth and required dental implants. It caused  
22 her deliberate psychological harm and emotional distress in the hours following serious sur-  
23 gery. It has carried on that course of action for years, and Rule will seek compensation for  
24 the effects of this alongside compensation for the fees she has incurred.

25  
26 **FIRST CAUSE OF ACTION**

27  
28 For reimbursement of legal fees against Defendant City of Ojai  
Under Government Code § 996.4

1 82. Plaintiff hereby realleges all the paragraphs above by this reference, namely paragraphs  
2 1-81, inclusive.

3  
4 83. Plaintiff Rule is entitled to recover against the Defendant City legal expenses and costs  
5 that she may incur in the Litigation, as well as in this action to secure her right to those fees.  
6 Government Code § 996.4 reads:

7  
8 *If after request a public entity fails or refuses to provide an employee or former em-  
9 ployee with a defense against a civil action or proceeding brought against him and  
10 the employee retains his own counsel to defend the action or proceeding, he is enti-  
11 tled to recover from the public entity such reasonable attorney's fees, costs and ex-  
12 penses as are necessarily incurred by him in defending the action or proceeding if the  
13 action or proceeding arose out of an act or omission in the scope of his employment  
14 as an employee of the public entity, but he is not entitled to such reimbursement if the  
15 public entity establishes (a) that he acted or failed to act because of actual fraud, cor-  
16 ruption or actual malice, or (b) that the action or proceeding is one described in Sec-  
17 tion 995.4.*

18  
19 84. It should be noted that the only exceptions are if an employee “*acted or failed to act be-  
cause of actual fraud, corruption or actual malice*”, or if it is a category described in Section  
20 995.4, which reads:

21 *A public entity may, but is not required to, provide for the defense of:*

22  
23 *(a) An action or proceeding brought by the public entity to remove, suspend or oth-  
24 erwise penalize its own employee or former employee, or an appeal to a court from  
25 an administrative proceeding by the public entity to remove, suspend or otherwise  
penalize its own employee or former employee.*

(b) An action or proceeding brought by the public entity against its own employee or former employee as an individual and not in his official capacity, or an appeal therefrom.

None of the exceptions in § 996.4 or conditions in § 995.4 are relevant. Nor has the City ever suggested they are.

85. Plaintiff Rule has also suffered irreparable damages stemming from her inability to pay her bills, as well as the physical, mental, and emotional injuries, pain, distress, suffering, anxiety, worry, shame, humiliation and indignity, as well as damages to reputation, and other non-economic damages that Defendant City has inflicted on her, in a sum to be ascertained according to proof.

## **SECOND CAUSE OF ACTION**

## For Indemnification Against Defendant City of Ojai

Under Government Code § 825.2.

86. Plaintiff hereby realleges all the paragraphs above by this reference, namely, paragraphs 1-85, inclusive.

87. Rule is entitled to be indemnified for her legal fees incurred under Government Code § 825.2, and for any judgment made against her of any kind.

88. Defendant City is obligated to fully indemnify Plaintiff Rule against any and all liability for legal expenses and costs that she may incur in the Litigation, as well as in this action to secure her right to indemnification.

89. Government Code § 825.2 provides at the relevant part:

(a) Subject to subdivision (b), if an employee...of a public entity pays any claim...against him [or her], or any portion thereof, that the public entity is required to pay under Section 825, he [or she] is entitled to recover the amount of such payment from the public entity.

*(b) If the public entity did not conduct his defense against the action..., an employee ... of a public entity may recover from the public entity under subdivision (a) only if he establishes that the act...upon which the claim...is based occurred within the scope of his employment as an employee of the public entity and the public entity fails to establish that he [or she] acted or failed to act because of actual fraud, corruption or actual malice....*

90. Government Code § 825 provides that the public entity has liability to pay any judgment, so long as the employee requested that the public entity defend them at least 10 days before trial.

(a) Except as otherwise provided in this section, if an employee or former employee of a public entity requests the public entity to defend him or her against any claim or action against him or her for an injury arising out of an act or omission occurring within the scope of his or her employment as an employee of the public entity and the request is made in writing not less than 10 days before the day of trial, and the employee or former employee reasonably cooperates in good faith in the defense of the claim or action, the public entity shall pay any judgment based thereon or any compromise or settlement of the claim or action to which the public entity has agreed.

As above, the act on which Rule's claim is based occurred within the scope of her employment by the City, nor has the City ever suggested otherwise.

1 91. Plaintiff Rule has been damaged and continues to be damaged by Defendant City's re-  
2 fusal to indemnify her for her legal expenses, which are subject to proof but are approximate-  
3 ly \$394,042.85 to date.

4  
5 92. As above, Plaintiff Rule has also suffered irreparable damages stemming from her inabil-  
6 ity to pay her bills, as well as the physical, mental, and emotional injuries, pain, distress, suf-  
7 fering, anxiety, worry, shame, humiliation and indignity, as well as damages to reputation,  
8 and other non-economic damages that Defendant City has inflicted on her, in a sum to be as-  
9 certained according to proof.

10 **THIRD CAUSE OF ACTION**

11 Violation of Labor Code § 2802

12 Against Defendant City of Ojai

13  
14 93. Plaintiff hereby realleges all the paragraphs above by this reference, namely, paragraphs  
15 1-92, inclusive.

16  
17 94. California Labor Code § 2802(a) provides: "*An employer shall indemnify his or her em-  
18 ployee for all necessary expenditures or losses incurred by the employee in direct conse-  
19 quence of the discharge of his or her duties, or of his or her obedience to the directions of the  
20 employer[.]*"

21 This statute applies to public entities, including Defendant City, and their employees, includ-  
22 ing elected officials such as Plaintiff Rule.

23  
24 95. Rule incurred necessary legal expenses in direct consequence of the discharge of her du-  
25 ties as a Council member when she was sued for exposing Brown Act violations and other  
26 improprieties occurring in closed sessions.

96. Despite the requirements of Labor Code § 2802, Defendant City has refused to indemnify Plaintiff Rule for these necessary expenditures incurred in the direct consequence of discharging her duties.

97. As a direct and proximate result of Defendant City's violation of Labor Code § 2802, Rule has suffered damages in the amount of approximately \$394,042.85, subject to proof, and continuing, plus interest.

98. Pursuant to Labor Code § 2802(c), Plaintiff Rule is entitled to necessary attorney's fees incurred in enforcing her rights under this section and suffered the same non-economic damages as set out above.

## **FOURTH CAUSE OF ACTION**

## Violation of Government Code § 815.6 - Mandatory Duties

## Against Defendant City of Ojai

99. Plaintiff hereby realleges all the paragraphs above by this reference, namely, paragraphs 1-98, inclusive.

100. Government Code § 815.6 provides:

*"Where a public entity is under a mandatory duty imposed by an enactment that is designed to protect against the risk of a particular kind of injury, the public entity is liable for an injury of that kind proximately caused by its failure to discharge the duty unless the public entity establishes that it exercised reasonable diligence to discharge the duty."*

101. Government Codes § 995, § 996.4 and § 825.2, and Labor Code § 2802 impose mandatory duties on public entities to defend, and if they do not defend, reimburse and/or indemnify their employees for expenses incurred in litigation arising from acts within the scope of their employment.

1 102. These mandatory duties are designed to protect public employees, including elected of-  
2 ficials, from the risk of financial injury stemming from litigation related to their official du-  
3 ties, as well as from the stress of carrying on and finding litigation.

4  
5 103. Defendant City has failed to discharge these mandatory duties by refusing to defend  
6 Rule, and then refusing to reimburse and/or indemnify her, alongside its failure to ever pro-  
7 vide a coherent reason why these duties did not apply to it.

8  
9 104. For the avoidance of doubt, the above provisions become discretionary only in specified  
10 circumstances (such as where there has been "*actual malice*"), none of which apply. They are  
11 therefore mandatory.

12  
13 105. As a direct and proximate result of Defendant City's failure to discharge its mandatory  
14 duties, Plaintiff Rule has suffered financial injury in the form of approximately \$394,042.85,  
15 subject to proof, in legal expenses and continuing, as well as consequential damages from her  
16 inability to pay these expenses.

17  
18 106. Rule has also suffered irreparable damages stemming from her inability to pay her bills,  
19 as well as the physical, mental, and emotional injuries, pain, distress, suffering, anxiety, wor-  
20 ry, shame, humiliation and indignity, as well as damages to reputation, and other non-  
21 economic damages that Defendant City has inflicted on her, in a sum to be ascertained ac-  
22 cording to proof, as above.

23  
24 107. Defendant City cannot establish that it exercised reasonable diligence to discharge its  
25 duty. Again, it has never provided any explanation for its refusals, beyond the statements of  
26 Mayor Stix and Whitman.

27  
28 108. For the avoidance of doubt, Rule is entitled to the recovery of any damages which  
would be recoverable pursuant to a bad faith denial of a defense pursuant to a policy of in-  
surance, the principles being the same and the nature of the tort being the same.

1  
2 109. Plaintiff Rule is therefore entitled to recover all damages proximately caused by De-  
3 fendant City's failure to discharge its mandatory duty under Government Codes § 995, §  
4 996.4 and/or § 825.2, and/or Labor Code § 2802. This includes legal fees incurred as well as  
5 the ancillary damages as set out above.  
6

## **FIFTH CAUSE OF ACTION**

7 Intentional infliction of emotional distress  
8

9 110. Plaintiff hereby realleges all the paragraphs above by this reference, namely, paragraphs  
10 1-109, inclusive.  
11

12 111. The City intentionally inflicted emotional distress on Rule by calling an unlawful spe-  
13 cial session in the hours after a total hip replacement. The topic of this unlawful session was  
14 to file an Amicus Brief in favor of the Byrne Plaintiffs, but as this was against the City's own  
15 interests the obvious purpose of the session was simply to cause Rule distress, to make her  
16 believe that the City would throw its financial weight against her in the Litigation, in addition  
17 to abandoning her to pay her own legal expenses. The psychological effect of this, having  
just been released from serious surgery, was profound.  
18

19 112. This was extreme and outrageous conduct by the defendant with the intention of caus-  
20 ing, or reckless disregard of the probability of causing, emotional distress. It was intended to  
21 inflict injury, or at the least was engaged in with the realization that injury would result.  
22

23 113. It was not something which anyone should be expected to endure, much less a retired  
24 woman with an open wound, wondering whether she would ever recover the ability to walk  
without terrible pain.  
25

26 114. The City then redoubled its efforts when it, through the City Manager, demanded resig-  
27 nation in exchange for fee reimbursement. This was also extreme and outrageous, and which  
28 was designed to cause both fear and emotional distress, so as to force Rule out of office, it

1 being that or financial ruin. It was intended to inflict injury, or at the least was engaged in  
2 with the realization that injury would result.

3  
4 115. Rule is entitled to compensation for the further extreme damage which these acts  
5 caused, in addition to the damages flowing merely from the City's failure to comply with its  
6 obligations as set out above, subject to proof.

7 **SIXTH CAUSE OF ACTION**

8 Declaratory Relief

9 Against Defendant City of Ojai

10  
11 116. Plaintiff hereby realleges all the paragraphs above by this reference, namely, paragraphs  
12 1-115, inclusive.

13  
14 117. Rule contends that Defendant City has violated state law by denying her legal right to a  
15 defense, and reimbursement and/or indemnification of her legal expenses in the Litigation.  
16 Government Code § 995 provides that:

17 *995. Except as otherwise provided in Sections 995.2 and 995.4, upon request of an  
18 employee or former employee, a public entity shall provide for the defense of any civil  
19 action or proceeding brought against him, in his official or individual capacity or  
20 both, on account of an act or omission in the scope of his employment as an employee  
of the public entity.*

21  
22 *For the purposes of this part, a cross-action, counterclaim or cross-complaint against  
23 an employee or former employee shall be deemed to be a civil action or proceeding  
24 brought against him.*

25  
26 It was mandatory that the City provide Rule a defense pursuant to the above.

27  
28 119. Rule therefore seeks a declaration that:

1           1) She is entitled to a defense in the Litigation, provided by the City, pursuant to §  
2           955; and  
3  
4           2) She is entitled to reimbursement and/or indemnification of her legal expenses in  
5           the Litigation pursuant to § 996.4 and § 852.2  
6  
7           3) She is entitled to indemnification in respect of any award of Attorney's Fees  
8           against her and in favor of the plaintiffs in the Litigation.

9           120. Defendant City appears to contend that providing a defense, paying those fees, and re-  
10           imbursing Rule against loss is optional and refuses to do so.

11           121. A judicial declaration is thus necessary and appropriate at this time under the circum-  
12           stances in order that Rule and the City may ascertain their rights and duties concerning in-  
13           curred legal fees. A declaration as to her entitlement to a defense is also necessary in circum-  
14           stances where the Litigation is ongoing with further fees to be incurred.

15  
16           122. Additionally, Plaintiff Rule is entitled to a preliminary and permanent injunction requir-  
17           ing Defendant City to comply with her reasonable and timely requests for payment of the  
18           above.

19  
20           123. Plaintiff Rule does not have an adequate remedy at law, as her claims require immediate  
21           remedial action to prevent further irreparable damages stemming from her inability to pay  
22           her bills, as well as the physical, mental, and emotional injuries, pain, distress, suffering, anx-  
23           iety, worry, shame, humiliation and indignity, as well as damages to reputation, and other  
24           non-economic damages that Defendant City has inflicted on her, in a sum to be ascertained  
25           according to proof.

26  
27           **PRAYER FOR RELIEF**

28           WHEREFORE, Plaintiff Leslie Rule seeks judgment against Defendant on all causes of Action for:

1  
2 1. A declaration that Rule is entitled to be provided with a defense to the Litigation by the City, pur-  
3 suant to California Government Code § 995.

4  
5 2. A writ of Mandamus and order, ordering:

6 A. Defendant City of Ojai to comply with the orders of this Court to reimburse or indemnify  
7 Plaintiff in accordance with Government Code §§ 996.4 and/or 825.2, for fees incurred al-  
8 ready, fees incurred in future, and any other liabilities arising out of any judgment.

9 B. All relief allowed by law and equity, including, but not limited to, money damages; and de-  
10 claratory, preliminary and permanent injunctive relief.

11  
12 3. Other economic damages in a sum subject to proof.

13  
14 5. Other actual, consequential, and/or incidental damages in a sum to be ascertained according to  
15 proof.

16  
17 6. Other damages for physical, mental and emotional injuries, distress, anxiety, worry, humiliation  
18 and indignity, as well as damages to reputation and other non-economic damages Defendant has in-  
19 flicted, in a sum to be ascertained according to proof.

20  
21 7. Pre-judgment interest;

22  
23 8. Attorney fees and costs herein incurred;

24  
25 9. Such other and further relief as the Court may deem just and proper.

26  
27 Dated November 24, 2025

28  
Respectfully submitted,

1 LAW OFFICE OF STEVEN ROOD  
2  
3

4 By: Steven Rood  
5

6 Steven Rood  
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Attorney for the Plaintiff

## VERIFICATION

I, Leslie Rule, declare the following under penalty of perjury, under the laws of the State of California:

I am the plaintiff in the above-entitled action. I have read the foregoing complaint and know the contents thereof. The facts are true to my knowledge, except as to matters therein stated to be alleged on information and belief and, as to those matters, I allege them to be true.

Executed this November 27, 2025 at Ojai, California.

LESLIE RULE