

Brennan Hershey (SBN: 311464)  
Johnny Rundell (SBN: 289480)  
**HERSHEY LAW, P.C.**  
16255 Ventura Blvd, Suite 1205  
Encino, CA 91436  
Tel: (310) 929-2190  
Fax: (818) 301-4918  
Email: bhershey@hershey law.com, jrundell@hershey law.com

Attorneys for Plaintiff MATTHEW DAVIS

**ELECTRONICALLY FILED**  
Superior Court of California  
County of Ventura

07/16/2025

K. Bieker  
Executive Officer and Clerk

By:  Deputy Clerk

Maryssa Padilla

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF VENTURA**

MATTHEW DAVIS, an individual,

Plaintiff,

vs.

CITY OF OJAI, a public entity, TNT BBQ, a  
business entity form unknown, LISA GRAHAM, an  
individual, JEFF GRAHAM, an individual, and  
KAYLA GRAHAM, an individual, and DOES 1  
through 50, inclusive.

Defendants.

Case No. **2025CUWT047357**

**PLAINTIFF'S COMPLAINT FOR  
DAMAGES**

1. Whistleblower Retaliation in Violation of Labor Code § 1102.5.
2. Retaliation in Violation of Labor Code § 6310.
3. Wrongful Termination in Violation of Public Policy.
4. Intentional Interference with Prospective Economic Advantage.

**DEMAND FOR JURY TRIAL**

1 **COMPLAINT FOR DAMAGES**

2 Plaintiff, Matthew Davis, alleges on the basis of personal knowledge and/or information  
3 and belief:

4 **SUMMARY**

5 This is an action by Plaintiff, Matthew Davis, (“Davis”), against City of Ojai, (“City of  
6 Ojai”), Tnt Bbq, (“TNT BBQ”), Lisa Graham, (“Graham”), Jeff Graham, (“Graham”), and Kayla  
7 Graham, (“Graham”) and Defendant DOES 1 through 50, inclusive, hereafter collectively  
8 referred to as “Defendants”.

9 This case centers around a dedicated public servant who faced severe retaliation and  
10 constructive termination after reporting misuse of public resources and municipal ordinance  
11 violations, demonstrating how whistleblower protection laws failed to shield him from  
12 workplace retaliation. Plaintiff brings this action against Defendants for economic, non-  
13 economic, compensatory, and pre-judgment interest pursuant to Code of Civil Procedure section  
14 § 3291, and costs and reasonable attorneys’ fees pursuant to Government Code section  
15 § 12965(b) and Code of Civil Procedure section § 1021.5.

16 **PARTIES**

17 1. *Plaintiff:* Plaintiff Davis is, and at all times mentioned in this Complaint was, a  
18 resident of the County of Ventura, California.

19 2. *Defendants:* Defendant City o Ojai is, and at all times in this Complaint was,  
20 authorized to operate by the State of California and the United States government and authorized  
21 and qualified to do business in the County of Ventura. City of Ojai’s principal place of business,  
22 where the following causes of action took place, was and is located in the County of Ventura at  
23 410 South Ventura Street, Ojai, California 93023. Defendant Tnt Bbq is, and at all times in this  
24 Complaint was, authorized to operate by the State of California and the United States  
25 government and authorized and qualified to do business in the County of Ventura. Tnt Bbq’s  
26 principal place of business, where the following causes of action took place, was and is located  
27 in the County of Ventura at 350 Park Rd, Ojai, California 93023. Defendant Graham is, and at  
28 all times in this Complaint was, authorized to operate by the State of California and the United

1 States government and authorized and qualified to do business in the County of Ventura.  
2 Graham's principal place of business, where the following causes of action took place, was and  
3 is located in the County of Ventura. Defendant Graham is, and at all times in this Complaint  
4 was, authorized to operate by the State of California and the United States government and  
5 authorized and qualified to do business in the County of Ventura. Graham's principal place of  
6 business, where the following causes of action took place, was and is located in the County of  
7 Ventura. Defendant Graham is, and at all times in this Complaint was, authorized to operate by  
8 the State of California and the United States government and authorized and qualified to do  
9 business in the County of Ventura. Graham's principal place of business, where the following  
10 causes of action took place, was and is located in the County of Ventura.

11 3. *Doe Defendants:* DOES 1 to 50, inclusive, are sued under fictitious names  
12 pursuant to Code of Civil Procedure section § 474. Plaintiff is informed and believes, and on that  
13 basis alleges, and on that basis alleges, that each of the Defendants sued under fictitious names  
14 are in some manner responsible for the wrongs and damages alleged below, in so acting were  
15 functioning as the agents, servants, partners, and employees of the Co-Defendants, and in taking  
16 the actions mentioned below were acting within the course and scope of their authority as such  
17 agent, servant, partner, and employee, with the permission and consent of the co-defendants. The  
18 named Defendants and DOE Defendants are sometimes hereafter referred to, collectively and/or  
19 individually, as "Defendants".

20 4. *Relationship of Defendants:* All Defendants compelled, coerced, aided, and/or  
21 abetted the retaliation and harassment alleged in this Complaint, which conduct is prohibited  
22 under California Government Code section § 12940(i). All Defendants were responsible for the  
23 events and damages alleged herein, including on the following bases: (a) Defendants, committed  
24 the acts alleged; (b) at all relevant times, one or more of the Defendants was the agent or  
25 employee, and/or acted under the control or supervision, of one or more of the remaining  
26 defendants, and in committing the acts alleged, acted within the course and scope of such agency  
27 and employment and/or is or are otherwise liable for Plaintiff's damages. Defendants exercised  
28 domination and control over one another to such an extent that any individuality or separateness

1 of Defendants, does not, and at all times herein mentioned did not, exist. Adherence to the fiction  
2 of the separate existence of Defendants would permit abuse of the corporate privilege and would  
3 sanction fraud and promote injustice. All actions of all defendants were taken by employees,  
4 supervisors, executives, officers, and directors during employment with all Defendants, were  
5 taken on behalf of all Defendants, and were engaged in, authorized, ratified, and approved of by  
6 all other Defendants.

7 5. Defendants both directly and indirectly employed Plaintiff, as defined in the Fair  
8 Employment and Housing Act ("FEHA") at Government Code section § 12926(d).

9 6. In addition, Defendants compelled, coerced, aided, and abetted the harassment,  
10 which is prohibited under California Government Code section § 12940(i).

11 7. Finally, at all relevant times mentioned herein, all Defendants acted as agents of  
12 all other Defendants in committing the acts alleged herein.

13 8. *Jurisdiction and venue:* Jurisdiction and venue are proper in this court because:

14 a. At all relevant times, the unlawful employment practices occurred in  
15 Ventura County, California, where Defendant City of Ojai operates and maintains its principal  
16 place of business at 401 South Ventura Street, Ojai, CA 93023.

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

18 9. *Plaintiff's hiring:* Davis was hired on or about March 18, 2024 as a Recreation  
19 Manager.

20 10. *Plaintiff's protected activity:*

21 a. Plaintiff engaged in protected activity by reporting public employees'  
22 misuse of public resources and violations of municipal ordinances regarding alcohol  
23 consumption in public parks.

24 11. *Defendants' adverse employment actions and behavior:*

25 a. Plaintiff Davis was hired as Recreation Manager by City Manager Ben  
26 Harvey in March 2024. From the start of his employment through August 2024, Davis received  
27 consistent praise and recognition, with Harvey describing him as "a great hire, one of the top  
28 performers in the city" and promising him a promotion to Recreation Director.

1           b.       In April 2024, Ben Harvey specifically directed Davis to "uncover all the  
2 rocks" in his department regarding operational issues that raised alarm. Pursuant to this  
3 directive, in May 2024, Davis made his first protected complaint to Harvey and City Attorneys,  
4 reporting that Recreation Staff members Vicki Hollingsworth and Stacy Pergson were  
5 collecting cash donations from gymnastics program parents, selling merchandise on City  
6 property during City time, depositing money into separate private bank accounts, operating a  
7 side gymnastics business in direct conflict with their public employee duties, and receiving dual  
8 compensation from both the city and private club for taking gymnasts to meets.

9           c.       That same month, Davis made a second protected complaint regarding Jeff  
10 Graham and Kayla Graham Anderson consuming alcohol at City Parks during softball games in  
11 violation of municipal ordinance. Davis discovered and documented that Jeff Graham was  
12 storing substantial quantities of beer at a Parks Maintenance shed located behind the softball  
13 field.

14           d.       Following Davis's protected complaints, a pattern of retaliatory actions  
15 emerged. After reporting the softball alcohol violations, Jeff Graham began harassing and  
16 intimidating recreation staff who were enforcing the no-alcohol ordinance. The City terminated  
17 Jeff Graham in July 2024 and his daughter Kayla Graham in August 2024 following  
18 investigations that substantiated Davis's complaints.

19           e.       In June 2024, the City Council initially supported Davis's findings  
20 regarding the gymnastics program violations and directed implementation of his  
21 recommendations. However, the aftermath of these protected complaints sparked a coordinated  
22 campaign against Davis involving multiple parties with familial connections.

23           f.       TNT BBQ, a concession business co-owned by Tyler Morris and Tyler  
24 Graham (son of Jeff Graham), was shut down at Sarzotti Park in March 2024 by Ventura  
25 County for lack of proper permits. Despite Ventura County confirming to City officials that "it  
26 was TNT BBQ's responsibility to get the proper licenses by the county to operate a concessions  
27 operation," in July 2024, TNT BBQ began making disparaging social media posts falsely  
28 claiming that Davis was responsible for their inability to operate and encouraged a public

1 pressure campaign for his termination.

2 g. TNT BBQ Coordinated Pressure Campaign: Tyler Morris's mother led a  
3 coordinated effort to remove Davis from his employment, verbally threatening Davis over the  
4 phone that she "knows people in the City." After the City Manager directed Davis and assistant  
5 city attorney Taylor Anderson to terminate TNT BBQ's contract and open a public bid for the  
6 concessions contract, Tyler Morris's mother met separately with the Mayor and City Manager  
7 multiple times, threatening the city that if they didn't reverse their decision, it would go bad for  
8 them politically, and she would sue them for what she claimed was thousands of dollars in lost  
9 product that TNT BBQ stored in the City's concessions shack when the refrigerator apparently  
10 went offline after TNT BBQ was shut down by the County. After these meetings, the City  
11 Manager did a complete reversal and redirected Davis and City Attorney Taylor Anderson to  
12 create a new contract for TNT BBQ with the City, and to guide them step by step in obtaining  
13 the proper permits from the county, with weekly progress updates until completion.

14 h. The retaliation intensified when Kayla Graham's mother and Jeff Graham's  
15 wife began a coordinated campaign calling for Davis's resignation to the City Council, claiming  
16 her husband and daughter were unfairly targeted and that TNT BBQ was being targeted because  
17 of her son's ownership stake. By August 2024, TNT BBQ owners were publicly calling for  
18 Davis to be fired at City Council meetings.

19 i. Tyler Campbell's Retaliatory Campaign: Tyler Campbell, a staff member  
20 of the recreation department, quit in protest to Davis's leadership during the time of the softball  
21 issues around July 2024. Campbell was upset that Davis implemented a professional dress code  
22 for staff, delayed his probation period, and refused his request for a promotion six times in a  
23 two-month period. Davis was planning on promoting Campbell until he wrote a self-evaluation  
24 during his review stating that he would not adhere to an "oppressive dress code standard" and  
25 would encourage others not to adhere as well, and that he would only do the minimum required  
26 to keep his job with anything additional requiring compensation accordingly. After Campbell  
27 resigned, he wrote three separate letters to the City Manager, Mayor, and City Council from  
28 July through October 2024 requesting Davis to be fired and making salacious bitter statements

1 about Davis's character and leadership. Campbell was friends with ex-staff member Kayla  
2 Graham Anderson who was fired in August 2024 for poor work performance and attitude.  
3 These claims were investigated and reviewed by a third-party HR company and concluded to be  
4 unfounded. However, the timing of these letters and their bitter intent caused damage during the  
5 same period as other retaliatory actions.

6 j. Despite the City's initial support for Davis's protected activities, by  
7 September 2024, Harvey ordered an unprecedented staff survey of Davis's leadership, despite  
8 Davis's warning that a majority of his staff were gymnastics personnel opposed to the directed  
9 changes. During this period, City Manager Harvey began meeting one-on-one with members of  
10 the Graham family, TNT BBQ representatives, and others who had called for Davis's  
11 termination.

12 k. The City Manager's reversal became more apparent when, after pressure  
13 from Tyler Morris's mother, he backtracked on the original direction regarding TNT BBQ and  
14 began assisting with guidance on attaining proper permits from Ventura County—despite TNT  
15 BBQ having stored beer in their refrigerator in violation of City ordinances prohibiting alcohol  
16 on City property.

17 l. JoJo Catlett led the drive along with the board of the Ojai Valley  
18 Gymnastics Parents Group to publicly threaten, harass, and pressure the City to fire Davis. This  
19 coordinated campaign was conducted via phone calls, emails, meetings with the City Manager,  
20 YouTube videos, meetings with the Mayor and City Council, the local newspaper, social media,  
21 and multiple city council meetings. This campaign began after it became public that the City  
22 was going to scale back the five-day-a-week gymnastics program operated by two City staff  
23 members, mother and daughter Vicki Hollingsworth and Stacey Pergson, who had been  
24 collecting thousands of dollars privately from the parents of participants in the City's  
25 gymnastics programs for years. The group made accusations including that Davis was against  
26 women and children, harassed and intimidated staff, created a hostile work environment, and  
27 many other salacious accusations. This campaign overwhelmed the City Council, which caused  
28 them to reverse their decision, accuse Davis of not giving them all of the information at the time

1 of their decision, and publicly apologize to this organization while promising increased public  
2 benefits for them. This organization was the main driver for turning the City Council and City  
3 Manager against Davis, causing his separation from employment.

4 m. The mounting pressure and coordinated public campaign against Davis  
5 caused him to experience severe medical symptoms from stress, including muscle spasms and  
6 loss of strength requiring medical treatment. The harassment expanded when the Ojai Valley  
7 Gymnastics Parent Group began a public relations campaign against Davis, including  
8 harassment and intimidation via the local newspaper, social media, and City Council meetings,  
9 stating that Davis "hated women and children" and should "go back to wherever he came from."

10 n. The City Manager strategically delayed Davis's probation review that was  
11 due in August 2024 throughout this entire process to keep his options open for dismissing  
12 Davis. Harvey finally agreed in December 2024 to pass Davis from probation with the  
13 associated pay bump and back pay, but only after it was announced that Davis was leaving. This  
14 delay caused significant stress for Davis during this time, as it showed that Harvey was  
15 backtracking from his original commitment to promote Davis to Director after the gymnastics  
16 program transition was complete and was willing to let Davis go if needed.

17 o. The retaliation culminated in November 2024 when, after a heated City  
18 Council meeting where the gymnastics group continued to publicly criticize Davis, Harvey  
19 presented him with an ultimatum to either work directly with the groups that had been publicly  
20 harassing him or resign. Despite having previously written an email to the City Council noting  
21 that Davis was being unfairly demonized and that he was not looking to replace him, Harvey  
22 now insisted Davis must be the one to repair relationships with these hostile groups.

23 p. On November 26, 2024, Davis signed and returned the severance  
24 agreement to the City. The City immediately issued a press release announcing his resignation,  
25 but never provided Davis with a countersigned agreement. Instead, in December 2024, Harvey  
26 informed Davis that the severance agreement was "no longer valid" and unilaterally changed the  
27 terms to require Davis to work remotely through March 2025 on an on-call basis with no  
28 severance pay. Harvey told Davis that if he "wanted to stay on good terms," he needed to agree



1 to these new terms.

2 q. Despite never having received a countersigned agreement, the City had  
3 already appointed an internal candidate as the new interim Recreation Manager. The new  
4 interim Recreation Manager reportedly began meeting with former staff who had been  
5 terminated or resigned during Davis's employment, including Jeff Graham, to discuss  
6 reinstatement with the City.

7 r. Plaintiff was terminated on February 14, 2025.

8 12. *Economic damages:* As a consequence of Defendants' conduct Plaintiff has  
9 suffered and will suffer economic harm, including but not limited to: (1) lost past and future  
10 income; (2) lost employment benefits; (3) damage to their career prospects and earning capacity;  
11 (4) lost wages and overtime compensation; (5) unpaid expenses; and (6) statutory penalties, as  
12 well as interest on unpaid wages at the legal rate from and after each payday on which those  
13 wages should have been paid, all in amounts to be proven at trial.

14 13. *Non-economic damages:* As a consequence of Defendants' conduct, Plaintiff has  
15 suffered and will continue to suffer non-economic damages, including but not limited to: (1)  
16 psychological and emotional distress; (2) humiliation; (3) mental anguish; (4) physical pain and  
17 suffering; and (5) loss of enjoyment of life, all in amounts to be proven at trial.

18 14. Attorneys' fees: Plaintiff has incurred and continues to incur substantial legal  
19 expenses and attorneys' fees in the prosecution of this action and is entitled to an award of  
20 reasonable attorneys' fees and costs pursuant to applicable law, including but not limited to  
21 Government Code section § 12965(b) and Code of Civil Procedure section § 1021.5.

22 15. Exhaustion of administrative remedies: Prior to filing this action, Plaintiff satisfied  
23 all administrative prerequisites and exhausted all required administrative remedies by: (a) filing  
24 timely administrative complaints with the California Civil Rights Department ("CRD") and  
25 receiving Right to Sue notices for all FEHA-based claims; (b) timely filing a written government  
26 claim with Defendant public entity pursuant to Government Code §§ 910 et seq. for all tort claims,  
27 ; and (c) exhausting any applicable internal administrative grievance procedures as required by  
28 Defendant public entity's policies and procedures. Plaintiff has complied with all statutory

1 prerequisites to filing this action against a public entity.

2 **FIRST CAUSE OF ACTION**

3 ***Whistleblower Retaliation in Violation of Labor Code § 1102.5***

4 **(By Plaintiff Davis Against Defendants City of Ojai; and DOES 1 through 50)**

5 16. Plaintiff hereby incorporates by reference the preceding paragraphs of this  
6 complaint as if fully alleged herein.

7 17. California Labor Code § 1102.5(b) prohibits employers from retaliating against an  
8 employee where the employee has disclosed information, or the employer believes that the  
9 employee disclosed or may disclose information, to a government or law enforcement agency, to  
10 a person with authority over the employee or another employee who has the authority to  
11 investigate, discover, or correct the violation or noncompliance, if the employee has reasonable  
12 cause to believe that the information discloses a violation of state or federal statute, or a violation  
13 or noncompliance with a local, state or federal rule or regulation, regardless of whether disclosing  
14 the information is part of the employee's job duties.

15 18. California Labor Code § 1102.5(c) also forbids retaliation "against an employee for  
16 refusing to participate in an activity that would result in a violation of state or federal statute, or a  
17 violation of or noncompliance with a local, state, or federal rule or regulation."

18 19. Plaintiff engaged in protected activity under Labor Code § 1102.5.

19 20. Plaintiff had reasonable cause to believe that the information disclosed evidenced  
20 a violation of state or federal statute, or a violation or noncompliance with a local, state or federal  
21 rule or regulation.

22 21. In response to Plaintiff's protected activity, Defendants subjected Plaintiff to  
23 adverse employment action.

24 22. A causal connection exists between Plaintiff's protected whistleblowing activity  
25 and the adverse employment action taken by Defendants. Plaintiff's protected activity was a  
26 contributing factor in Defendants' decision to take adverse employment action against Plaintiff."

27 23. Defendants' adverse employment action against Plaintiff constitutes unlawful  
28 retaliation on account of Plaintiff's protected activity in violation of Labor Code § 1102.5.

1           24.     Under Labor Code § 1102.6, once Plaintiff demonstrates by a preponderance of the  
2 evidence that retaliation was a contributing factor in the adverse employment action, the burden  
3 shifts to Defendants to demonstrate by clear and convincing evidence that they would have taken  
4 the same action for legitimate, independent reasons even had Plaintiff not engaged in protected  
5 activity.

6           25.     As a proximate result of Defendants' conduct, Plaintiff has suffered and continues  
7 to suffer damages in terms of lost wages, lost bonuses, lost benefits, and other pecuniary loss  
8 according to proof. Plaintiff has also suffered and will continue to suffer physical and emotional  
9 injuries, including nervousness, humiliation, depression, anguish, embarrassment, fright, shock,  
10 pain, discomfort, fatigue, and anxiety. The amount of Plaintiff's damages will be ascertained at  
11 trial.

12           26.     Plaintiff is entitled to recover a civil penalty of \$10,000 for each violation, to be  
13 awarded to the employee who suffered the violation.

14           1.       Plaintiff is entitled to reasonable attorney fees pursuant to Labor Code § 1102.5(j).

15                               **SECOND CAUSE OF ACTION**

16           ***Retaliation for Complaints About Workplace Safety and Health in Violation of Labor Code***

17                               ***§ 6310***

18           **(By Plaintiff Davis Against Defendants City of Ojai; and DOES 1 through 50)**

19           27.     Plaintiff hereby incorporates by reference the preceding paragraphs of this  
20 Complaint as if fully alleged herein.

21           28.     California Labor Code § 6310 prohibits employers from retaliating against  
22 employees who: (a) file a health or safety complaint with the Division of Occupational Safety and  
23 Health, another agency with statutory responsibility for or assisting the Division, the employer, or  
24 their representative; (b) institute or cause to be instituted a safety proceeding, or testify in one; (c)  
25 exercise rights under safety and health laws; (d) participate in an occupational health and safety  
26 committee; (e) report a work-related fatality, injury or illness; (f) request certain mandated  
27 occupational injury or illness reports; or (g) exercise rights protected by the federal Occupational  
28 Safety and Health Act.

29. Plaintiff engaged in protected activity under Labor Code § 6310.

30. Defendants were aware of Plaintiff's protected activity.

31. After Plaintiff engaged in protected activity, Defendants retaliated against Plaintiff with adverse employment actions.

32. Defendants' retaliatory actions were motivated by Plaintiff's protected activity under Labor Code § 6310.

33. Labor Code § 6310 also protects employees who are subject to "preemptive retaliation" - where an employer fires an employee whom the employer fears will complain of safety violations.

34. Plaintiff has suffered damages as a result of Defendants' unlawful retaliation, including but not limited to lost wages, lost benefits, emotional distress, and other damages according to proof.

35. Plaintiff is entitled to reinstatement and reimbursement for lost wages and work benefits caused by Defendants' acts.

36. Plaintiff is not required to exhaust administrative remedies before bringing this action.

2. Plaintiff seeks all available remedies, including but not limited to reinstatement, reimbursement for lost wages and work benefits, compensatory damages, interest, attorneys' fees, and costs.

### **THIRD CAUSE OF ACTION**

### ***Wrongful Termination in Violation of Public Policy***

**(By Plaintiff Davis Against Defendants City of Ojai; and DOES 1 through 50)**

37. Plaintiff hereby incorporates by reference the preceding paragraphs of this Complaint as if fully alleged herein.

38. To establish a claim for wrongful discharge in violation of public policy, Plaintiff must prove: (a) an employer-employee relationship; (b) termination or other adverse employment action; (c) the termination violated public policy; (d) the termination was a legal cause of Plaintiff's damage; and (e) the nature and extent of Plaintiff's damage.

1           39. At all times herein mentioned, the public policy of the State of California is to  
2 prohibit employers from engaging in the conduct alleged herein. This public policy is fundamental,  
3 substantial, and well-established in constitutional or statutory provisions. This public policy is  
4 designed to protect all employees and to promote the welfare and well-being of the community at  
5 large, not merely to serve the interests of the individual Plaintiff. Accordingly, the actions of  
6 Defendants, and each of them, in terminating Plaintiff, on the grounds alleged herein were  
7 wrongful and in contravention of the express public policy of the State of California.

8           40. The public policy basis for this claim is firmly established in fundamental statutory  
9 or constitutional provisions, including but not limited to: The California Fair Employment and  
10 Housing Act (Gov. Code § 12940 et seq.), which prohibits discrimination, harassment, and  
11 retaliation based on protected characteristics; California Labor Code § 1102.5, which prohibits  
12 retaliation against whistleblowers; California Labor Code § 6310, which prohibits retaliation for  
13 complaints about workplace safety and health; California Health & Safety Code § 1278.5, which  
14 prohibits retaliation against healthcare workers who report patient safety concerns; and California  
15 Labor Code §§ 201, 203, 226, 226.7, and 1194, which protect employees' rights to timely payment  
16 of wages, accurate wage statements, meal and rest breaks, and overtime compensation.

17           41. Plaintiff engaged in protected activity. Plaintiff need not prove an actual violation  
18 of law; it is sufficient that Plaintiff had a reasonable and good faith belief that the law was being  
19 violated.

20           42. Defendants were aware of Plaintiff's protected activity.

21           43. Defendants terminated Plaintiff's employment in retaliation for Plaintiff's  
22 protected activity.

23           44. As a proximate result of Defendants' conduct, Plaintiff has suffered and will  
24 continue to suffer actual, consequential and incidental damages, including but not limited to loss  
25 of wages and benefits, and the intangible loss of employment related opportunities in Plaintiff's  
26 field and damage to Plaintiff's professional reputation, all in an amount subject to proof at the time  
27 of trial. Plaintiff claims such amounts as damages pursuant to California Civil Code §§ 3287 and/or  
28 3288 and/or any other provisions of law providing for prejudgment interest.

45. As a proximate result of Defendants' conduct, Plaintiff has suffered and will continue to suffer emotional distress, humiliation, mental anguish and embarrassment, as well as the manifestation of physical symptoms. Plaintiff is informed and believes, and thereupon alleges, that Plaintiff will continue to experience said physical and emotional suffering for a period in the future not presently ascertainable, all in an amount subject to proof at trial.

46. Plaintiff also incurred and continues to incur legal expenses and attorneys' fees. Plaintiff is presently unaware of the precise amount of these expenses and fees. Plaintiff requests attorneys' fees pursuant to Government Code § 12965.

47. The statute of limitations for this wrongful termination in violation of public policy claim is two years pursuant to CCP § 335.1, even when the limitations period for the underlying policy is one year.

3. This claim is not preempted by the Workers' Compensation Act, as wrongful termination in violation of public policy is one type of claim not barred by the exclusive remedy provisions of the Workers' Compensation Act.

#### FOURTH CAUSE OF ACTION

### *Intentional Interference with Prospective Economic Advantage*

**(By Plaintiff Davis Against Defendants TNT BBQ, Graham, Graham and Graham; and**

**DOES 1 through 50)**

48. Plaintiff hereby incorporates by reference the preceding paragraphs of this complaint as if fully alleged herein.

49. Under California law, a defendant who intentionally disrupts an economic relationship that probably would have resulted in economic benefit to the plaintiff may be liable for intentional interference with prospective economic advantage where: (1) an economic relationship existed between plaintiff and a third party which contained a reasonably probable future economic benefit or advantage to plaintiff; (2) defendant knew of the existence of the relationship; (3) defendant intentionally engaged in wrongful conduct designed to disrupt the relationship; (4) the relationship was actually disrupted; and (5) plaintiff was damaged by the disruption.

1           50.     An economic relationship existed between Plaintiff and the City of Ojai, which  
2 contained a reasonably probable future economic benefit to Plaintiff, including his employment as  
3 Recreation Manager with a promised promotion to Recreation Director and associated salary  
4 increases.

5           51.     Defendants knew of the existence of this relationship, as evidenced by their direct  
6 interactions with Plaintiff in his role as Recreation Manager and their communications with City  
7 officials regarding Plaintiff's employment.

8           52.     Defendants engaged in independently wrongful conduct designed to disrupt  
9 Plaintiff's employment relationship with the City, including but not limited to:

10           a. Making false public statements claiming Plaintiff was responsible for TNT BBQ's  
11 inability to operate at Sarzotti Park, when Ventura County had confirmed that obtaining  
12 proper permits was TNT BBQ's responsibility.

13           b. Storing alcohol on City property in violation of municipal ordinances while publicly  
14 criticizing Plaintiff for enforcing those same ordinances.

15           c. Coordinating a public pressure campaign calling for Plaintiff's termination through social  
16 media posts, City Council meetings, and other public forums.

17           d. Making false statements about Plaintiff to City officials and the public regarding his job  
18 performance and character.

19           53.     As a direct result of Defendants' wrongful conduct, Plaintiff's employment  
20 relationship with the City was disrupted when:

21           a. The City Manager began meeting privately with Defendants to hear complaints about  
22 Plaintiff.

23           b. The City reversed its support for Plaintiff's protected activities and implementation of  
24 City policies.

25           c. The City ultimately presented Plaintiff with an ultimatum to either work with the groups  
26 that had been publicly harassing him or resign.

27           54.     Defendants' conduct was a substantial factor in causing Plaintiff's constructive  
28 termination and the loss of his reasonably expected promotion to Recreation Director.

1           55. As a proximate result of Defendants' conduct, Plaintiff has suffered and continues  
2 to suffer damages in terms of lost wages, lost bonuses, lost benefits, and other pecuniary loss  
3 according to proof. Plaintiff has also suffered and will continue to suffer physical and emotional  
4 injuries, including nervousness, humiliation, depression, anguish, embarrassment, fright, shock,  
5 pain, discomfort, fatigue, and anxiety. The amount of Plaintiff's damages will be ascertained at  
6 trial.

7           56. Defendants' conduct was malicious, oppressive, and in conscious disregard of  
8 Plaintiff's rights, warranting the imposition of punitive damages in an amount according to proof  
9 at trial.

10          57. California Labor Code § 970 prohibits employers from inducing employees to  
11 change their residence by means of knowingly false representations concerning: (a) the kind,  
12 character, or existence of work; (b) the length of time such work will last; (c) the compensation  
13 for such work; or (d) the sanitary or housing conditions relating to or surrounding the work.

14          58. Defendants knowingly made false representations to Plaintiff that include but are  
15 not limited to the nature of the position, job security, compensation, and working conditions to  
16 induce Plaintiff to relocate for employment with Defendants.

17          59. At the time Defendants made these representations, Defendants knew they were  
18 false or made them recklessly and without regard for their truth.

19          60. Defendants made these representations with the intent to induce Plaintiff to change  
20 Plaintiff's residence in order to work for Defendants.

21          61. In reasonable reliance on Defendants' false representations, Plaintiff changed  
22 Plaintiff's residence.

23          62. Plaintiff would not have changed residence but for Defendants' false  
24 representations.

25          63. As a direct and proximate result of Defendants' false representations, Plaintiff has  
26 suffered damages, including but not limited to relocation expenses, lost income, lost opportunities,  
27 and other economic damages in an amount to be proven at trial.

28          64. Pursuant to Labor Code § 972, Plaintiff is entitled to recover double damages



1 resulting from Defendants' misrepresentations.

2 65. The statute of limitations for claims under Labor Code § 970 is one year under CCP  
3 § 340(a), as it provides for a penalty or forfeiture.

4 66. The statute of limitations began to run when Plaintiff lost the job, not when Plaintiff  
5 discovered the fraud.

6 4. In addition to the remedies described above, Plaintiff is entitled to recover  
7 reasonable attorneys' fees and costs incurred in bringing this action.

8 **DEMAND FOR JURY TRIAL**

9 Plaintiff hereby demands a trial by jury on all issues so triable.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- 12 1. For compensatory damages in an amount according to proof.  
13 2. For special damages in an amount according to proof.  
14 3. For general damages in an amount according to proof.  
15 4. For penalties under the *Labor Code* in an amount according to proof.  
16 5. For statutory penalties, according to proof.  
17 6. For injunctive relief, including employment, reinstatement, and promotion.  
18 7. For declaratory relief, declaring the amounts of damages, penalties, equitable relief,  
19 costs, and attorney's fees to which Plaintiff is entitled.  
20 8. For reasonable attorney's fees and expenses pursuant to Government Code  
21 § 12965(b), Labor Code §§ 218.5, 1194, and other applicable statutes.  
22 9. For costs of the suit herein incurred.  
23 10. For pre-judgment and post-judgment interest; and  
24 11. For such other and further relief as this court may deem just and proper.

25  
26 DATED: May 16, 2025

**HERSHEY LAW, P.C.**

27 By:

28   
\_\_\_\_\_  
Brennan Hershey  
Johnny Rundell  
Attorneys for Plaintiff MATTHEW DAVIS