

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

City of Oakland;
Deanna Santana, in her individual capacity;
Does 1-10, inclusive

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

Daryelle LaWanna Preston

ENDORSED FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)
ALAMEDA COUNTY
MAR 17 2014
CLERK OF THE SUPERIOR COURT
By Lanette Buffin, Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):
Superior Court of Alameda
1225 Fallon St
Oakland, CA 94612

CASE NUMBER (Número del caso)
14-11585

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Sonya Z. Mehta
499 14th St, Suite 300
Oakland CA 94612
Siegel & Yee
(510) 839-1200

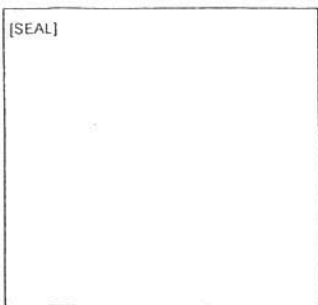
DATE: **MAR 17 2014**
(Fecha)

Leah T. Wilson

Clerk, by LANETTE BUFFIN, Deputy
(Secretario) *(Adjunto)*

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):
3. on behalf of (specify):
under:

<input type="checkbox"/> CCP 416.10 (corporation)	<input type="checkbox"/> CCP 416.60 (minor)
<input type="checkbox"/> CCP 416.20 (defunct corporation)	<input type="checkbox"/> CCP 416.70 (conservatee)
<input type="checkbox"/> CCP 416.40 (association or partnership)	<input type="checkbox"/> CCP 416.90 (authorized person)
<input type="checkbox"/> other (specify):	
4. by personal delivery on (date):

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address)
Sonya Z. Mehta 294411
Siegel & Yee
499 14th St, Suite 300
Oakland CA 94612
TELEPHONE NO (510) 839-1200 FAX NO (510) 444-6698
ATTORNEY FOR (Name) Plaintiff

FOR COURT USE ONLY
ENDORSED
FILED
ALAMEDA COUNTY
MAR 1 2014
CLERK OF THE SUPERIOR COURT
By Lanette Buffin, Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Alameda County
STREET ADDRESS 1225 Fallon St
MAILING ADDRESS
CITY AND ZIP CODE Oakland, CA 94612
BRANCH NAME Rene C. Davidson Courthouse

CASE NAME: Preston v. City of Oakland, Santana

CIVIL CASE COVER SHEET
[X] Unlimited (Amount demanded exceeds \$25,000)
[] Limited (Amount demanded is \$25,000 or less)

Complex Case Designation
[] Counter [] Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER 14-11585
JUDGE
DEPT.

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:
Auto Tort: [] Auto (22), [] Uninsured motorist (46)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort: [] Asbestos (04), [] Product liability (24), [] Medical malpractice (45), [] Other PI/PD/WD (23)
Non-PI/PD/WD (Other) Tort: [] Business tort/unfair business practice (07), [X] Civil rights (08), [] Defamation (13), [] Fraud (16), [] Intellectual property (19), [] Professional negligence (25), [] Other non-PI/PD/WD tort (35)
Employment: [] Wrongful termination (36), [X] Other employment (15)
Contract: [] Breach of contract/warranty (06), [] Rule 3.740 collections (09), [] Other collections (09), [] Insurance coverage (18), [] Other contract (37)
Real Property: [] Eminent domain/Inverse condemnation (14), [] Wrongful eviction (33), [] Other real property (26)
Unlawful Detainer: [] Commercial (31), [] Residential (32), [] Drugs (38)
Judicial Review: [] Asset forfeiture (05), [] Petition re: arbitration award (11), [] Writ of mandate (02), [] Other judicial review (39)
Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403): [] Antitrust/Trade regulation (03), [] Construction defect (10), [] Mass tort (40), [] Securities litigation (28), [] Environmental/Toxic tort (30), [] Insurance coverage claims arising from the above listed provisionally complex case types (41)
Enforcement of Judgment: [] Enforcement of judgment (20)
Miscellaneous Civil Complaint: [] RICO (27), [] Other complaint (not specified above) (42)
Miscellaneous Civil Petition: [] Partnership and corporate governance (21), [] Other petition (not specified above) (43)

- 2. This case [] is [X] is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
a. [] Large number of separately represented parties
b. [] Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. [] Substantial amount of documentary evidence
d. [] Large number of witnesses
e. [] Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. [] Substantial postjudgment judicial supervision
3. Remedies sought (check all that apply): a. [X] monetary b. [X] nonmonetary; declaratory or injunctive relief c. [X] punitive
4. Number of causes of action (specify): (1) Cal. Labor Code 1102.5, and (2) 42 U.S.C. 1983, First Amendment
5. This case [] is [X] is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 03/14/14

Sonya Z. Mehta
(TYPE OR PRINT NAME)

[Signature]
(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
• File this cover sheet in addition to any cover sheet required by local court rule.
• If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
• Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

1 DAN SIEGEL, SBN 56400
2 SONYA Z. MEHTA, SBN 294411
3 SIEGEL & YEE
4 499 14th Street, Suite 300
5 Oakland, California 94612
6 Telephone: (510) 839-1200
7 Facsimile: (510) 444-6698

8 Attorneys for Plaintiff
9 DARYELLE LAWANNA PRESTON

ENDORSED
FILED
ALAMEDA COUNTY
MAR 17 2011
CLERK OF THE SUPERIOR COURT
By Lanette Buffin, Deputy

10 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **IN AND FOR THE COUNTY OF ALAMEDA**

12 DARYELLE LAWANNA PRESTON,
13 Plaintiff,

14 vs.

15 CITY OF OAKLAND; DEANNA
16 SANTANA, in her individual capacity; and
17 DOES 1 through 10, inclusive,
18 Defendants.

Case No. *RG14-717585*

**VERIFIED COMPLAINT FOR
DAMAGES AND INJUNCTIVE
RELIEF**
Employment/Civil Rights

Jury Trial Demanded

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24 Plaintiff Daryelle LaWanna Preston complains against defendants City of Oakland,
25 Deanna Santana, and DOES 1 through 10, as follows:

26 **PRELIMINARY STATEMENT**

27 1. Plaintiff Daryelle LaWanna Preston was employed by defendant City of Oakland
28 as the Employee Relations Director of the City of Oakland when she reported several

1 violations of state and local law to her supervisors and declined to follow orders that
2 would have violated the law.

3 2. First, plaintiff Preston refused to follow orders from her superior, defendant City
4 Administrator Deanna Santana (“Santana”) to falsify official oral and written reports
5 about Oakland’s Rainbow Teen Center (“RTC”) that would wrongly state that Oakland
6 City Council member Desley Brooks (“Brooks”) had intentionally approved illegal hiring
7 practices at RTC and signed off improperly on equipment receipts. If true, these
8 accusations would have violated Oakland City Charter § 218, which could result in
9 Brooks’ removal from the Council.

10 3. Second, plaintiff Preston reasonably believed that Fire Chief Teresa Deloach Reed
11 (“Reed”) engaged in a violation of Oakland City Ordinance 12903, § 1.10 when she
12 repeatedly directly negotiated and signed tentative agreements (“TAs”) with Firefighters
13 Local 55 (“Local 55”) without Ms. Preston present as Employee Relations Director or
14 City Council authorization. By law, Ms. Preston must have obtained approval from the
15 City Council for Reed to sign the contract.

16 4. Santana assisted Reed in attempting to conceal Reed’s unlawful negotiation and
17 signature of TAs, and Santana retaliated against Ms. Preston when she reported Reed’s
18 acts to Santana and the City Attorney of Oakland.

19 5. Third, plaintiff Preston reasonably believed her superior, defendant Santana, and
20 Katano Kasaine (“Kasaine”), Treasury Manager and Personnel Director of the City of
21 Oakland, were engaged in violations of state law, including Cal. Gov’t Code § 3508.5,
22 when they failed to collect union dues from temporary part time employees represented
23 by the Service Employees International Union (“SEIU”).

24 6. Ms. Preston reasonably believed that Kasaine interfered with the investigation of
25 the failure to collect union dues by contacting the President of the SEIU chapter and
26 promising to pay SEIU all dues owed in exchange for dropping the grievance, thereby
27 violating Cal. Gov’t Code § 3506.

1 7. Plaintiff reported all of the above acts to her superior, defendant City
2 Administrator Santana.

3 8. Defendant Santana responded to plaintiff's reports to her regarding these
4 violations of law, and to plaintiff's refusal to obey illegal orders, by carrying out a series
5 of adverse actions culminating in plaintiff's termination.

6 9. Ms. Preston brings this action for violations of the California Labor Code §
7 1102.5, and her constitutional right to free speech under 42 U.S.C. § 1983.

8 JURISDICTION AND VENUE

9 10. Plaintiff's claims arise under the statutory law of the State of California and of the
10 United States.

11 11. The actions giving rise to this lawsuit occurred in the County of Alameda.

12 PARTIES

13 12. At all relevant times, plaintiff Daryelle LaWanna Preston was the Employee
14 Relations Director for the City of Oakland.

15 13. At all relevant times, defendant City of Oakland was a public entity and charter
16 city located in Alameda County.

17 14. At all relevant times, defendant Deanna Santana was the City Administrator for
18 the City of Oakland. She is sued in her individual capacity.

19 15. The true names and capacities of the defendants named herein as Does 1 through
20 10, inclusive, whether individual, corporate, associate, or otherwise are unknown to
21 plaintiff, who therefore sues such defendants by fictitious names pursuant to Code of
22 Civil Procedure section 474. Plaintiff is informed and believes, and thereon alleges, that
23 each of the fictitiously named defendants is responsible in the manner set forth herein,
24 or some other manner for the occurrences alleged herein and that the damages as
25 alleged herein were proximately caused by their conduct. Plaintiff is informed and
26 believes, and thereon alleges, that each of the fictitiously named defendants is a
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1 California resident. Plaintiff will amend this complaint to show the true names and
2 capacities of each of the fictitiously named defendants when such names and capacities
3 have been determined.

4 **STATEMENT OF FACTS**

5 16. The City of Oakland ("City") hired plaintiff Daryelle LaWanna Preston as Human
6 Resources Manager in 2007 and then promoted her to Employee Relations Director in
7 early 2012.

8 17. Ms. Preston's duties were to oversee the Employee Relations Division, including
9 negotiating collective bargaining agreements ("CBAs"), investigating violations of CBAs,
10 managing disciplinary actions and investigations, and processing grievances.

11 18. On or around February of 2012, defendant Santana asked Ms. Preston to falsify a
12 report about the East Oakland's Rainbow Teen Center ("RTC") and state that City
13 Councilwoman Desley Brooks intentionally and knowingly engaged in hiring practices
14 and purchasing at RTC that violated City Charter § 218.

15 19. Ms. Preston refused to sign off on this report because she had personally
16 witnessed Brooks' emails asking for guidance on the hiring practice, and Brooks
17 receiving no response from City staff. Ms. Preston later found that then Personnel
18 Director Andrea Gourdine, not Brooks, approved the prohibited hiring practice.

19 20. On March 16, 2012, at an open Oakland City Council meeting, defendant Santana
20 asked Ms. Preston to testify that Brooks was present at a meeting where Santana
21 explained the problems in hiring for the RTC, and that Santana's office had been
22 providing this information for months. Ms. Preston came to the microphone and stated,
23 "I'm sorry, Desley Brooks was not present at that meeting, nor did we give Ms. Brooks
24 any information about this hiring issue."

25 21. Ms. Preston was Chief Negotiator for the City of Oakland from 2008-2012. Under
26 Oakland City Ordinance 12903, the Oakland City Council must approve all contracts. As
27 Chief Negotiator and by virtue of Oakland City Resolution 55881, only Ms. Preston and
28

1 the City Manager had the authority to represent the City in employer-employee
2 relations.

3 22. On or around July of 2013, Ms. Preston learned that Fire Chief Reed had, for the
4 second time, signed a tentative agreement ("TA") with Local 55, without Council
5 approval or City Manager representation, in violation of City Ordinance 12903 and
6 Oakland City Resolution 55881. These TAs granted additional economic benefits to
7 Local 55. Ms. Preston reported these acts to defendant Santana.

8 23. On July 3, 2013, Ms. Preston sent a memo informing the City Attorney that Reed
9 had signed the TA.

10 24. Reed then convinced Ms. Preston's newest staff person, Winnie Anderson, to sign
11 off on the TA, which Anderson did, and also informed Ms. Preston that she had done so.
12 Ms. Preston told Anderson that Anderson did not have the authority to sign the TA.
13 Anderson then reported this back to Reed.

14 25. Upon information and belief, Reed informed Santana of Ms. Preston's attempt to
15 stop the violation of City policy. Santana then called Ms. Preston and in an angry tone
16 told her that getting City approval was a waste of time. Ms. Preston responded that she
17 would not intentionally violate City policy. After this, Reed repeatedly came to Ms.
18 Preston asking her to sign off on the TA, but Ms. Preston refused because of the failure
19 to get City Council approval.

20 26. On or around August 6, 2013, Katano Kasaine, City Treasury Manager and now
21 Personnel Director, attended a SEIU part time employees negotiating meeting and
22 stated that, for several years, she had not been deducting dues from part time
23 employees' salaries because they complained to her about paying dues. Kasaine's action
24 was in violation of the City's contract with SEIU and Cal. Gov't Code § 3508.5.

25 27. On September 5, 2013, Ms. Preston informed Kasaine in an email that Kasaine
26 was subject to an investigation because a grievance had been filed in regards to her
27 statement to SEIU that she had stopped collecting dues from part time employees.
28 Kasaine responded orally that she did not state that in the meeting. However, Employee

1 Relations staff members Sonia Laura and Winnie Anderson were witnesses to Kasaine
2 saying that she was not collecting dues and took notes to this effect.

3 28. On September 8, 2013, Ms. Preston informed Kasaine for a second time that she
4 was subject to the grievance investigation because of her statement that she was not
5 collecting dues. Kasaine then complained to Santana about Ms. Preston's concerns.

6 29. On September 12, 2013, Ms. Preston emailed City Attorney Barbara Parker ("City
7 Attorney") and Santana to inform them of the grievance filed against Kasaine and the
8 City of Oakland for failing to collect dues.

9 30. Santana responded over email that the City Attorney's office would now do the
10 investigation and in fact must do the investigation because Ms. Preston's office was
11 "biased," even though it was Ms. Preston's job duty to conduct such investigations under
12 Administrative Instruction 523 and long standing City practice.

13 31. Ms. Preston then called City Attorney Parker who said her office would not
14 conduct such investigations, which Ms. Preston then reported to Santana. Ms. Preston
15 requested over email that Santana employ an outside auditor to determine exactly what
16 the City owed to the union. Ms. Preston asked for this outside audit because otherwise
17 Kasaine would be the investigator of her own grievance.

18 32. Santana responded furiously in a phone call, stating "We are not doing this,"
19 meaning the outside audit.

20 33. On September 12, 2013, Santana sent an email to Ms. Preston stating that the
21 City Administrator's office would not conduct an investigation at all, effectively ignoring
22 and refusing to deal with the problem.

23 34. On September 17, 2013, at an open City Council meeting, Kasaine had on the
24 agenda a report to implement a recently negotiated two percent wage increase for all
25 miscellaneous City employees. The newly created Employee Relations classification, of
26 which Ms. Preston was the Director, was not included in the ordinance and therefore
27 would not receive the raise. Ms. Preston immediately complained about this to Santana.
28 Santana then instructed Kasaine to postpone the item until it was corrected. Upon

1 information and belief, Kasaine's action was motivated by her intent to retaliate against
2 Ms. Preston.

3 35. On September 19, 2013, Kasaine further informed the SEIU that the City was
4 failing to collect dues from hundreds of part time employees and failed to remedy or
5 disclose this fact. Kasaine also revealed that the City failed to conduct new member
6 orientations, notify part time employees of obligations to pay dues, and issue reports, all
7 required by the contract between the City and the SEIU.

8 36. Ms. Preston then formally notified Kasaine of the grievance against her by the
9 SEIU and notified her that she should not communicate with the union.

10 37. On September 29, 2013, Ms. Preston wrote an email to Santana informing her
11 that Kasaine was violating the grievance investigation against her by contacting union
12 representative Dwight McElroy, President of the City of Oakland Chapter of SEIU Local
13 1021, and promising him that the union would get the money owed to it by the City if the
14 union dropped the grievance and stopped talking to Ms. Preston, thereby interfering
15 with an investigation, which is unlawful under Cal. Gov't Code § 3506.

16 38. In addition, Ms. Preston informed Santana that it was a violation of City
17 Administrative Instructions 521 and 523 for Kasaine to participate in the investigatory
18 process of the grievance regarding her actions.

19 39. In response, Santana called Ms. Preston and told her that she must not tell the
20 City Council about SEIU's grievance against Kasaine for stopping the collection of dues.

21 40. On October 1, 2013, at a closed City Council meeting, Ms. Preston responded to
22 questions from the Council about the SEIU grievance for dues deductions. She told the
23 Council that SEIU had filed a grievance against Kasaine on this issue, in contravention
24 of Santana's order the night before.

25 41. On October 3, 2013, defendant Santana informed Ms. Preston that she was
26 terminated from City employment. Santana provided no reason for the action.

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Dated: March 12, 2014

SIEGEL & YEE

By: 
Dan Siegel

Attorneys for Plaintiff
Daryelle LaWanna Preston

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VERIFICATION

I, Daryelle LaWanna Preston, declare as follows:

I am the plaintiff to this action. I have read the foregoing Verified Complaint and know its contents. The matters stated in the Verified Complaint are true based on my own knowledge, except where stated on information and belief, and as to such matters, I believe it to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on March 12, 2014, at Oakland, California.


Daryelle LaWanna Preston