

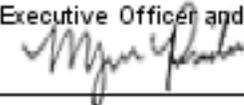
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ELECTRONICALLY FILED
Superior Court of California
County of Ventura

09/10/2025

K. Bieker
Executive Officer and Clerk

By:  Deputy Clerk

Maryssa Padilla

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF VENTURA**

11 PAMELA GREER,
12 fka PAMELA PHONTHONGSY,
13 an individual

14 Plaintiff,

15 v.

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

18 Defendants.

CASE NO.: 2025CUOE050470

**VERIFIED COMPLAINT
FOR DAMAGES**

1. Cal. Labor Code § 1102.5

DEMAND FOR JURY TRIAL

19 Comes now Plaintiff Pamela Greer, fka Pamela Phonthongsy (“Greer” or “Plaintiff”),
20 alleging the following:

21 **THE PARTIES**

22 1. At all relevant times, Plaintiff Greer was a competent adult residing and working in
23 Ventura County and, until the last retaliatory action alleged below, served as the Finance Director
24 for the City of Ojai.

25 2. At all relevant times, Defendant City of Ojai (the “City” or “Defendant”) was a
26 public entity within Ventura County employing Plaintiff.

27 3. Plaintiff is currently unaware of the true names and capacities of the defendants
28 sued here as Does 1 through 100, inclusive, and therefore sues these defendants by such fictitious

1 names. Plaintiff will amend this complaint to allege their true names and capacities when
2 ascertained through discovery and investigation.

3 4. Plaintiff is informed and believes, and thereon alleges, that each of the defendants,
4 including those named as Does, was the agent, servant, employee, partner, joint venturer, or co-
5 conspirator of each of the other defendants, and in doing the things herein alleged, was acting within
6 the course and scope of such agency, service, employment, partnership, joint venture, or conspiracy,
7 and with the permission and consent of the other defendants.

8 **VENUE AND JURISDICTION**

9 5. At all relevant times, Plaintiff resided and worked in Ventura County.

10 6. At all relevant times, Defendant City was a government entity situated and
11 operating in Ventura County.

12 7. Defendants' wrongful behavior occurred as part of a continuous and ongoing pattern
13 of conduct in Ventura County.

14 8. Venue in this jurisdictional area is proper because Defendants' wrongful acts
15 occurred here, the Plaintiff and Defendants reside here, and resulting injury or personal property
16 damage occurred here.

17 9. Plaintiff complied with and/or exhausted any applicable claims statutes, having filed
18 timely a Governmental claim, which the City rejected.

19 **GENERAL FACTS**

20 10. Since 2019, Plaintiff worked for the City of Ojai as its Finance Director and
21 performed her duties in a consummately professional manner, consistently enjoying commendations
22 and resulting raises in pay each year.

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

1 12. Plaintiff worked conscientiously and harmoniously with City Management from
2 2019 to early 2024.

3 13. On January 29, 2024, however, Ben Harvey (“Harvey”) assumed office as City
4 Manager for Defendant City of Ojai.

5 14. Harvey almost immediately called Plaintiff’s role as Finance Director into question.
6 On February 14, 2024, Harvey requested reimbursement for \$1,306 of his Ojai hotel expenses. In
7 response, Plaintiff asked to see his signed employment agreement—to confirm that this expense was
8 authorized by his contract. Harvey said words to the effect of, “Why can’t you just process the
9 reimbursement?”

10 15. At first, Plaintiff thought Harvey was joking. She then explained to him that City
11 policy required supporting documentation to justify any payments (especially unusual ones) to
12 employees beyond their regular paycheck.

13 16. Plaintiff then confirmed that Harvey was entitled to a \$5,000 per month housing
14 allowance for the first six months, along with a \$500 per month automobile allowance, “which City
15 Manager acknowledges may be subject to taxation.” (See City Manager Employment Contract, p.5,
16 ¶¶ 3 and 6.)

17 17. The next week, on February 20, Harvey submitted another request for \$5,000 for a
18 housing allowance – pursuant to his contract. He did not acknowledge that he had already been paid
19 \$1,306 for housing and insisted on the full \$5,000. Plaintiff said he had already received \$1,306
20 toward the \$5,000 allowance, but Harvey told her, “You are reading the contract incorrectly.”
21 Plaintiff yielded to his “reading” of the contract and acceded to him receiving \$1,306 more than he
22 was legally entitled to.

23 18. Later, Plaintiff reminded Harvey that his \$500/month automobile allowance and his
24 \$5,000/month housing allowance (for six months) are taxable “benefits.” He again retorted, “You’re
25 not reading the contract correctly.” Plaintiff again acceded to his “reading” of the contract, despite
26 the Contract providing “the City Manager acknowledges [these benefits] may be subject to
27 taxation.”

28 19. Plaintiff thus immediately realized she was dealing with a different kind of city

1 manager, one who had no respect for rules as they applied to him, and that she was now on his bad
2 side.

3 20. On February 15, 2024, during the mid-year (July-June) financial report to the
4 Council, his first to the Council, Harvey asserted that the Finance Department had *never* previously
5 issued mid-year reports.

6 21. This allegation was false and defamatory. Plaintiff let it pass but in a follow-up City
7 Management meeting (of department heads and the City Attorney) on February 19, 2024, Plaintiff
8 explained that, throughout her tenure, she had consistently provided the Council with mid-year
9 reports—except at the height of the Covid pandemic—at the discretion of the prior City Manager,
10 when City finances were in a high state of flux and no adjustments to the budget were proposed.
11 Harvey appeared annoyed at Plaintiff “correcting” him and cut her off as she was speaking.

12 22. During one-on-one meetings in February, March and April 2024, Plaintiff informed
13 Harvey that there are even YouTube video recordings of her mid-year updates to the Council.

14 23. None of her appeals deterred Harvey from repeating this falsehood in City
15 Management and City Council meetings, and at other times, over the next year.

16 24. Harvey then excluded or minimized Plaintiff in meetings with councilmembers on
17 City financial matters.

18 25. Also, unlike the previous City Manager, who had Plaintiff report directly to him,
19 Harvey directed Plaintiff to report to his subordinate, Assistant City Manager Carl Alameda
20 (“Alameda”).

21 26. Harvey then began, though a variety of means, to systematically cause staffing
22 shortages for Plaintiff and the Finance Department, leaving the Finance Department understaffed
23 without support. The staffing challenges and excessive workload impacted Plaintiff’s ability to
24 complete the normal workload as well as to implement new processes and improvements. It also
25 caused Plaintiff to work excessive hours – without pay.

26 27. A few weeks later, Harvey “informed” City Council members and others that he
27 had “found \$8 million” missing in the City’s budget, thereby casting aspersions of financial fraud
28 and lack of transparency on Plaintiff and the previous City administration. He periodically repeated

1 this falsehood over the next months.

2 28. Harvey’s fraudulent allegation of “finding \$8 million” was a complete fabrication—
3 without any foundation. There was no way to magically “find” such a sum in the City coffers. Even
4 if the mayor, City manager, finance director, or someone else had, somehow—for some inexplicable
5 reason, concealed such funds (without even benefiting therefrom), outside auditors regularly
6 performed audits and would have noticed \$8 million of unaccounted-for City funds.

7 29. Harvey would also often mention his “\$8 million of found money” in City
8 Management meetings (with all department heads and the City Attorney). Plaintiff was always
9 surprised to hear this and asked Harvey where he found the money—so she could correct any
10 classification errors in reporting of fund balance requirements.

11 30. In response, Harvey awkwardly ignored her request—and often remained
12 completely silent— until someone broke the discomfort caused by his silence. Soon, whenever he
13 brought up the issue and Plaintiff asked for clarification, Harvey and Public Works Director Lindy
14 Palmer (“Palmer”) noticeably exchanged smirks and rolled their eyes. Soon, other senior City staff,
15 to curry favor with Harvey and Palmer, joined in this mockery.

16 31. Next, in the Spring of 2024 (with the fiscal year (FY) closing June 30), in City
17 management meetings, Palmer pushed for Plaintiff to approve the “carrying-over” of encumbrances
18 (unspent funds) from one fiscal year to the next, claiming she had *always* engaged in such carry-
19 overs (during her tenure in Camarillo). Palmer proclaimed she had *never* heard of *refusing*
20 carryovers.

21 32. Plaintiff objected to this proposed practice, seeing it as a potential multiple violation
22 of law. Each year, the City budget and Ojai’s “Statement of Financial Policy” (“SFP”), are adopted
23 by the City Council—with the effect of law, and carrying-over encumbrances in the suggested
24 manner could violate SFP § 5(g): “Departments with an approved capital outlay budget, that are
25 unable to purchase the capital item by the end of the year, may carry over a specified amount to the
26 next fiscal year *[only] with the specified approval of the City Manager*” (*emphasis added*).

27 33. Otherwise, Cal. Code of Regulations (“CCR”), Title 2, Div.2, ch.1 Art. 2, § 610,
28 governs; it provides that, “[T]he issue date of an agreement determines the fiscal year appropriation

1 to which the encumbrance/expenditure for goods or services is charged. The issue date of an
2 agreement is the date it is ‘made and entered into.’”

3 34. Attempting to amicably resolve the conflict with Palmer, Plaintiff suggested
4 reconciling and rounding-up open encumbrances to the budgeted amount and having the City
5 Manager sign the carry-forward request (per SFP § 5(g)).

6 35. Nonetheless, this argument—between the Public Works Director advocating for a
7 violation of the law and the Finance Director advocating for adherence to the law—repeated itself a
8 number of times. Harvey *never* affirmed the Finance Director’s authority in such financial matters
9 (thereby fostering animosity toward Plaintiff and “playing by the rules”); and he ignored Plaintiff’s
10 advice to simply *approve* the encumbrance carry-overs.

11 36. By June 2024, Harvey had decreased the size of the Finance Department from five
12 to three staff positions, which required Plaintiff to work excessive hours, sometimes 12-20 hour
13 days. With the resignation of the Accounting Supervisor in June 2024, Plaintiff was left as the only
14 person able to prepare year-end reports and audits for the FY ending June 30.

15 37. Plaintiff begged Harvey to fill the vacant Accounting Manager position, but Harvey
16 refused for three months to even *advertise* to fill-it. Four months later, when preparing to interview
17 candidates, Harvey insisted Plaintiff create a custom accounting test for them. Plaintiff’s workload
18 was overwhelming at the time and such a test could have easily been obtained online. But Harvey
19 insisted Plaintiff create one.

20 38. Harvey then *excluded* Plaintiff from the hiring process; and five months later, he
21 hired someone who failed the test and was completely incapable of performing the job.

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

27 40. In person, by phone and email, Plaintiff protested Palmer’s proposal to pay one
28 vendor based on the vendor’s *estimate*. Palmer was outraged, which she demonstrated at the

1 subsequent City management meeting – raising her voice in disbelief, vocally complaining she had
2 “never heard of so many accounting procedures,” rolling her eyes in disdain and throwing her arms
3 up in the air as if to say, “I don’t know what to do with her!” Harvey encouraged Palmer’s behavior
4 by smirking and moving his head from side-to-side in disapproval of Plaintiff’s financial advice. It
5 is the standard (lawful) practice, however, to rely on *invoices*, rather than *estimates*, both for general
6 business and audit documentation purposes.

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

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

16 43. Plaintiff pointed-out—in person and by email—to the Assistant City Manager
17 Alameda and City Manager Harvey that the City’s *lack* of a QAP was a violation of law. Neither
18 Alameda nor Harvey, however, ever requested that the Public Works Department Director, Lindy
19 Palmer, develop or implement a QAP.

20 44. Next, in mid-July 2024, defying Plaintiff’s instruction, Palmer *refused* to obtain an
21 IRS tax form W-9 from a pickleball courts vendor for the City. Plaintiff informed Palmer the IRS
22 *requires* the Form W-9. See IRC §§ 6041(d) and 6109(a)(3). Palmer justified flouting of the law by
23 saying, “I promised the vendor his bill would be paid this week!”

24 45. Plaintiff implored both the City Manager and the Assistant City Manager—in-person,
25 by phone and email—to follow the law. Alameda remained silent. Harvey, however, *ordered* Plaintiff
26 to issue payment *without* the legally-required information.

27 46. Next, on July 29, 2024, after Plaintiff broke her fibula in a hiking accident and could
28 not walk any distance comfortably, she obtained a disabled parking plaque so she could park in the

1 disabled parking spot close by to her office. She then discovered that the disabled parking spot at
2 City Hall was blocked by City equipment. She pointed out to the City Manager and Assistant City
3 Manager by phone and in person that this obstruction was preventing handicapped people from
4 visiting City Hall and her from comfortably accessing her office; she added that it was a violation of
5 various laws enacted to protect handicapped people. See Cal. Vehicle Code § 22507.8, the ADA,
6 Cal. Civil Code § 54, and the Unruh Civil Rights Act. This violation of law—and the rights of
7 disabled people—also exposed the City to statutory damages of \$4,000 per incident and attorney
8 fees.

9 47. Harvey nonetheless refused Plaintiff’s medical needs and to remedy the legal
10 violation, forcing her to walk a long distance from the upper parking lot, over the uneven and
11 downward sloping surface. Not accommodating her need to work from home, Plaintiff now had to
12 obtain a doctor’s note—to work from home while disabled.

13 48. While Plaintiff was working from home, she informed Harvey that she was working
14 under the influence of pain medication. Harvey thus directed an outside consultant (Eide Bailey) to
15 conduct an interview with her while she was on pain medications – and he then criticized Plaintiff
16 for mistakes she made in answering questions. This mistreatment highlighted the lack of
17 accommodations the City provided to Plaintiff and the challenges she faced in obtaining any
18 accommodation or support, even when disabled, to timely complete City tasks.

19 49. Harvey then also refused Plaintiff’s request for time-off due to her being infected
20 with Covid. He demanded she work while weak, fevered and chilled.

21 50. Next, in late Summer 2024, Harvey hired Anthony Palacios as Operations
22 Supervisor of Transportation, designating him as a “part-time” employee. But Palacios consistently
23 worked 40-hours or more per week; and Harvey gave regular written approval of his timecards
24 reflecting his *full-time* work.

25 51. At least two other employees, trolley drivers, also worked *full-time* but Harvey
26 mistreated them, as well, as *part-timers* – depriving them, too, of employment benefits.

27 52. Plaintiff informed the Assistant City Manager that *full-time* employees, in contrast
28 to *part-timers*, are entitled to rest and meal breaks (Labor Code §§ 226.7 and 512); unemployment,

1 health (ACA), disability (SDI) and workers compensation insurance (CWCA); overtime pay
2 (>40hrs); Calpers pension benefits; paid vacation time and legal holidays. Neither Alameda nor
3 Harvey took *any* action to remedy this City violation of law. As of at least August 2025, Plaintiff is
4 informed and believes that these individuals are still being unlawfully mistreated as *part-timers*.

5 53. The denial of these legal rights became pointed around Veteran’s Day. Palacios, as a
6 disabled USMC veteran, had asked Harvey and Alameda for the day off. He reported them denying
7 his request—while laughing at him. When Plaintiff heard about the incident, she told them that
8 Palacios, who was working full-time, was entitled to a paid day off for legal holidays—especially
9 this one, since he was a veteran. Harvey and Alameda ignored her pleas.

10 54. Over the course of several months, through emails, phone calls and personal
11 contact, Plaintiff tried to correct the City’s unlawful treatment of Palacios and the two City trolley
12 driver employees—all to no avail.

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

18 56. Next, on October 14, 2024, the local newspaper, the Ojai Valley News (“OVN”),
19 exposed that Harvey had arranged and conducted a secret and illegal City Council closed session
20 meeting four month earlier, in June, to cut the City’s Gymnastics Program (the “Program”) in half.
21 With the OVN’s exposure of the cuts, both the secret closed session and Program cuts became a
22 public scandal.

23 57. To deflect from his misconduct, Harvey accused Gymnastics Program parents and
24 Recreation Dept. staff of misappropriating or embezzling City funds.

25 58. Despite knowing Plaintiff was already overwhelmed with work on the City’s four
26 annual audits; her daily direction, review and approval of her staff’s work; reviewing and working
27 with an outside attorney on the cannabis tax hearing packet; preparing and documenting the
28 transient occupancy tax hearing packets; and her continued training of staff; Harvey ordered

1 Plaintiff to track several years of cash receipts to find evidence for his allegation of staff and
2 parents' misappropriation of City funds. The pressing audit and other work didn't matter; "This is a
3 'priority,'" he informed Plaintiff.

4 59. After several days of research, Plaintiff informed Harvey there was no evidence to
5 support his claim of embezzlement, misappropriation, or even negligence.

6 60. Directing Plaintiff to find evidence for his accusations against parents and staff was
7 yet another example of Harvey improperly using public resources (Plaintiff's worktime (especially
8 during an audit)) for his personal benefit, *i.e.*, to exculpate himself in the scandal. See Govt. Code §
9 8314.

10 61. Soon after OVN's exposure of the gymnastics scandal, Parks & Recreation Dept.
11 Manager Matt Davis publicly assumed blame. But Davis had only been in the job a few months, and
12 he had no authority to set a closed sessions or to cut Program funds.

13 62. On November 19, 2024, the City Council held a special meeting on the Program. In
14 the face of public outcry, the Council unanimously kept the Program intact, as it was *prior* to
15 Harvey's cuts.

16 63. Matt Davis resigned—in disgrace. Harvey then instructed Plaintiff to prepare a
17 "severance package" for Davis. Plaintiff informed Harvey that Davis, having worked for the City
18 for only eight (8) months, was *not* eligible for "severance" pay under Ojai's employment rules.

19 64. Harvey then implemented a "work-around" of Davis's ineligibility for "*severance*"
20 pay. He had the City give Davis three (3) months of "*administrative leave with pay*" – and then
21 *enhanced* that pay by *retroactively increasing* Davis's hourly wage rate.

22 65. Harvey also had the City provide Davis 50% of paid sick leave, which violated Ojai
23 City Municipal Code and/or Employee Handbook § 9.6.5.2, which allows paid sick leave *only* if the
24 employee had worked for the City *five consecutive years*. The "sick time" pay also came at his new
25 higher hourly rate and extended time, along with health, dental and vision coverage—while Davis
26 sat at home.

27 66. Plaintiff informed the Assistant City Manager of these Municipal Code and
28 Employee Handbook violations – to no avail. Plaintiff reasonably believed and believes such City

1 payments to Davis were elicit “hush money” in violation of state law for Davis “taking the fall” for
2 Harvey in the Gymnastics Program scandal.

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

7 68. Harvey refused Palacios’s requests, forcing him to continue using his own personal
8 truck, for which the City did not compensate him. Plaintiff informed Harvey that employers are
9 obligated to reimburse employees for the necessary and reasonable expenses of their jobs. See
10 Labor Code § 2802. Harvey ignored Plaintiff’s warnings and the law.

11 69. Harvey then directed the Grant funds to buy a *new* truck for a *different* department,
12 Lindy Palmer’s Department of Public Works.

13 70. Plaintiff now had to point out to Assistant City Manager Alameda that spending
14 trolley grant funds on (Palmer’s) Public Works department violated a variety of laws about using
15 federal/state/county *restricted* [trolley] grant funds for a *different* City purpose other than their
16 designated county, state and federal purpose. It was a violation of GASB “misuse of funds”; a
17 violation of the federal Dept. of Transportation grant agreement, 2 CFR 200 (Uniform Admin.
18 Requirements, Cost Principles, and Audit Requirements for Federal award); and fraud and abuse in
19 re Federal Funding and Accountability and Transparency Act.

20 71. City Manager Harvey nonetheless proceeded with the purchase for, and transfer of,
21 a new truck to Lindy Palmer and Public Works.

22 72. Also in January 2025, Kathy Holman, the new Human Resources (“HR”) Manager
23 for the City (and a colleague of Palmer’s from their previous work in Camarillo), assumed office.
24 Invoking Harvey’s name, she started improperly instructing Finance Department staff (not in her
25 department) regarding payroll issues.

26 73. Specifically, HR Director Holman instructed the new Accounting Manager, who
27 didn’t know any better, to adjust time and pay for unauthorized overtime and double-time for
28 Sunday work (only) to *Public Works* staff. Those employees, however, were *ineligible* for such pay,

1 as their total time worked had not exceeded 40 hours that week. See City of Ojai (and Council-
2 approved) Employee Handbook § 8.9.2: "Overtime is compensated at one and one half (1-1/2) times
3 the non-exempt employee's regular rate of pay for hours worked in excess of forty (40) hours in the
4 work week," with Sundays and holidays paid at double (2x) the regular rate.

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

9 75. That alert immediately triggered Alameda and Holman both telling Plaintiff, "*per*
10 *Harvey*," to immediately approve the double-time pay for (Lindy Palmer's) Public Works
11 employees. This constituted misappropriation of City funds. It also effectively trained other City
12 employees in how to disrespect and violate the law.

13 76. The Defendant City, through Harvey, Alameda, Palmer and Holman, also allowed
14 certain new (only Public Works) employees to accumulate and use sick leave and vacation time
15 when they were *ineligible* for such benefits.

16 77. Regarding *sick time*, the Council-approved City Employee Handbook § 9.6.1 states,
17 "Sick leave may not be used until an employee has been on the job for two (2) months." In spite of
18 this rule and Plaintiff's objections, (only) Public Works employees who had worked only a few
19 weeks would absent themselves from work—and be paid—using "sick leave." Meanwhile, *other*
20 employees—in other departments who were absent before reaching the two-month period—had a
21 "NO PAY" notation on their timecards and were not so paid.

22 78. Regarding *vacation pay*, the City Employee Handbook, at §§ 4.1 and 9.3.2, provides
23 that employees must complete *six months* of continuous service before using accrued vacation leave
24 "*unless otherwise approved by the City Manager.*"

25 79. Plaintiff objected to this illicit practice, but HR Holman ignored her objections,
26 presumably "assuming" that Harvey *would* approve the use of vacation leave by ineligible Public
27 Works employees.

28 80. Soon after that controversy, an employee in the Finance Department responsible for

1 payroll called to confide in Plaintiff that he was receiving verbal instructions from HR Manager
2 Holman—to pay unauthorized overtime for part-time for Public Works staff—but *only when*
3 *Plaintiff was away from her desk*. Plaintiff thus instructed her staff to request an email to
4 accompany any such request or a City Manager-signed timecard.

5 81. On February 4, 2025, HR Manager Holman emailed a Finance Department
6 employee, asking him a question to the effect of, “What else do you not have access to do your job
7 duties ‘efficiently’?” referring to his access to bank accounts, employee pay, etc.

8 82. HR Director Holman’s attempt to manage Finance Department employees was
9 improper. Much more egregious, her promotion of access by employees to other employees’
10 personal information, pay records and banking information, was a serious violation of the “Principle
11 of Segregation of Duties,” as it creates an undue risk of fraud by defeating the system of check and
12 balances. It is a violation of Government Accountability Office standards of internal control (GAO-
13 14-704G), the “State Leadership Accountability Act (SLAA) (Cal. Gov’t Code section 13403,
14 GAAP, GASB, and Cal. SLAA with Department of Finance (DOF) and State Controller’s Office
15 (SCO) principles of “Effective Internal Control,” [GAO-14-704G, Principle 10, SLAA Gov. Code
16 §§ 13400-13407, as well as City of Ojai’s Statement of Financial Principles. The practice violates so
17 many laws, rules, regulations and accounting standards because such invasions of privacy open the
18 City to risk of fraud, *e.g.*, creation of ghost employees, inflation of salaries, misuse of other people’s
19 bank accounts and more—limited only by an employee’s criminal imagination.

20 83. HR Director Holman had been pushing for this practice since beginning her
21 employment with the City. When HR Director Holman first requested access to employee profiles
22 for the payroll staff, Plaintiff verbally explained and emailed to her the reasons for “Segregation of
23 Duties,” as the lynchpin of good Internal Controls. When Holman persisted in the prohibited
24 practice. Plaintiff emailed Holman and the Assistant City Manager to stop the practice – but to no
25 avail.

26 84. On February 11, 2025, at a City Council meeting, Plaintiff was again forced to deal
27 with an *ongoing* problem ever since Harvey started. Whenever Plaintiff provided financial reports
28 for publication, Assistant City Manager Alameda would submit to Plaintiff “revised” and

1 “additional” information from City departments up-to and during printing and posting of
2 documents, including the Budget Book. He would insist that Plaintiff incorporate the changes. Even
3 one of his changes, however, would result in numerous other changes and inevitable discrepancies.
4 In presenting reports containing such errors, City management made Plaintiff look incompetent.

5 85. The first time this happened in early 2024, Plaintiff complained and told Alameda
6 that this practice could not continue. Alameda insisted that *Harvey* wanted his final numbers in
7 Plaintiff’s report.

8 86. In the Spring of 2024, Harvey asked Plaintiff to explain such discrepancies in
9 response to media (Ojai Valley News) inquiries. Plaintiff objected to Harvey, pointing out that the
10 Assistant City Manager had generated the numbers and that he should explain them. Harvey first
11 ignored the request and later ordered Plaintiff to be the one to explain the discrepancies to the OVN.
12 Plaintiff would thus have to explain the inconsistencies—at expense to her own professional
13 reputation.

14 87. In February 2025, the discrepancies were even more glaring, and Plaintiff had to
15 explain them to the Council at length.

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

21 89. Attending that Friday meeting were Councilmember Mang, one of her
22 constituents—the CFO for the AAA Clay Creasy, Harvey, Alameda, and Plaintiff. Harvey again
23 mentioned the alleged failure of the Finance Department to previously provide mid-year reports to
24 the Council, and Plaintiff again gently corrected his “confusion” on the issue.

25 90. Throughout this time, while attempting to remedy improprieties in financial
26 reporting and being understaffed and overworked, Plaintiff was completing multiple audits,
27 including the Transit Audit, Gold Coast Audit, and Single Audit.

28 91. The final straw came at the end of February 2025. A City employee in Public Works

1 requested the Finance Department open a \$100,000 credit account to pay a vendor. Plaintiff called
2 Public Works Director Lindy Palmer to confirm both her awareness of the request and evidence of
3 Council approval—since formal Council approval is required for requests over \$30,000. *See* Ojai
4 Municipal Code § 8-4.22. Palmer confirmed her awareness of the request but could not provide
5 proof of Council approval. Plaintiff joined Palmer in trying to find evidence of Council approval but
6 was also unsuccessful.

7 92. Accordingly, Plaintiff did not approve the transaction but authorized a credit limit of
8 \$10,000, which was the signing limit of her superior, Alameda. This allowed for partial “good faith”
9 payment to the vendor—while Palmer and Harvey could obtain formal Council approval for
10 payment of the balance. Palmer, however, was furious. A few minutes later, Plaintiff received a
11 phone call from Harvey, who commanded Plaintiff, “Just get it done!” Plaintiff refused.

12 93. On Monday, March 3, 2025, at the end of the day, Harvey, Alameda and Holman
13 met with Plaintiff and terminated her employment. Harvey represented and attributed the
14 termination to Plaintiff not finishing one of the audits.

15 **FIRST CAUSE OF ACTION**
16 **FOR RETALIATION IN VIOLATION OF**
17 **CALIFORNIA LABOR CODE § 1102.5**
18 **(AGAINST DEFENDANT CITY OF OJAI)**

19 94. Plaintiff hereby re-alleges the above paragraphs by this reference.

20 95. At all times herein mentioned, California Labor Code § 1102.5 was in full force and
21 effect and was binding on the City Defendant.

22 96. From early February 2024 through the end of February 2025, Plaintiff reported to
23 Ojai City Manager Ben Harvey, Assistant City Manager Carl Alameda, Director of Public Works
24 Lindy Palmer, Director of Human Resources Kathy Holman, and others that she believed that they –
25 and thus the City – were engaged in unlawful activities, as described above.

26 97. Plaintiff’s objections, protests and reports mentioned above were “protected
27 activity” within the meaning of Labor Code § 1102.5, and Plaintiff had reasonable cause to believe
28 that her allegations disclosed violations of local, state and federal statutes and regulations.

1 98. Defendant City retaliated against Plaintiff for disclosing information and/or refusing
2 to engage in the illegal activity, which the Plaintiff had reasonable cause to believe disclosed
3 violations of local, state and federal statutes and/or regulations, as identified above.

4 99. As a result, Defendant City subjected Plaintiff to adverse employment actions
5 because the City knew that Plaintiff had disclosed, and believed she may further disclose,
6 information regarding the City's above-described policies and practices.

7 100. Defendant calculated that the best way to exert control over Plaintiff and to quash
8 any further revelation of—or disobedience to—Defendant's illegal policies, was to take adverse
9 actions against Plaintiff by punishing and firing her. She was to be made an example of what would
10 happen to others if they do as Plaintiff did.

11 101. Labor Code § 1102.5 defines "adverse actions" broadly to encompass employer
12 conduct that materially affects the terms, conditions, or privileges of employment. Defendant
13 subjected Plaintiff to such adverse actions that include, but are not limited to the following A-Z list:

- 14 a. Repeatedly subjecting Plaintiff to ridicule;
- 15 b. Undercutting Plaintiff Finance Director as the City's authority on financial matters;
- 16 c. Subjecting Plaintiff to excessive scrutiny, undermining and disrespect;
- 17 d. Defaming Plaintiff by implicitly accusing her of hiding \$8 million of City funds;
- 18 e. Defaming Plaintiff by accusing her of never issuing mid-year financial reports;
- 19 f. Cutting Finance Department staff and overloading Plaintiff with work—to set her
20 up for failure;
- 21 g. Antagonizing Finance staff and causing them to resign, leaving Plaintiff and her
22 Finance Department short-handed—to set her up for failure;
- 23 h. Requiring Plaintiff to work excessive hours due to understaffing, causing Plaintiff
24 extreme stress and health issues;
- 25 i. Requiring Plaintiff to work excessive hours without pay.
- 26 j. Failing to timely advertise for, or hire replacements to fill, vacant positions, and
27 instead delaying many months to do so, all in an effort to overload Plaintiff and set
28 her up for failure;

- 1 k. Excluding Plaintiff from the supervisory decision to promote personnel within the
2 Finance Department, also setting her up for failure;
- 3 l. Excluding Plaintiff from the hiring of her own Finance Department staff;
- 4 m. Unilaterally hiring incompetent personnel to work for Plaintiff, setting her up for
5 failure and subjecting her to undue stress.
- 6 n. Hiring outside accountants (at higher rates of pay) – to make it appear that Plaintiff
7 was failing, could not handle the work on her own, and that she was the cause of
8 wasting City money on outside consultants;
- 9 o. Condoning (and perhaps encouraging) City staff to submit last minute changes to
10 financial reports—to stress Plaintiff and make her appear incompetent when
11 numbers would not “add up”;
- 12 p. Ordering Plaintiff to respond to media inquiries about such discrepancies, which
13 were caused by the Assistant City Manager, to make it appear as though Plaintiff
14 was at fault;
- 15 q. Failing to accommodate Plaintiff with a handicapped parking space, as required by
16 law when she was legally disabled.
- 17 r. Failing to accommodate Plaintiff while she suffered from a broken fibula, forcing
18 her to work while under the effects of narcotics;
- 19 s. Failing to accommodate Plaintiff when she sought time to seek dental treatment for
20 teeth and jaw clenching caused by work stress.
- 21 t. Failing to engage in a good faith interactive process to resolve any accommodation.
- 22 u. Subjecting Plaintiff to differential (negative) treatment compared to that of other
23 City department heads, particularly Director of Public Works Lindy Palmer.
- 24 v. Hiring a “friendly” consultant to discredit Plaintiff who falsely reported that
25 Plaintiff, the Finance Director, did not have key financial documents and
26 procedures in place.
- 27 w. Terminating Plaintiff’s employment and explaining the termination by claiming a
28 pretext that it was because she didn’t complete one audit (of four). Demonstrating

1 its pretextual nature, Plaintiff is informed, believes and alleges that the specified
2 audit was not completed even four months after Plaintiff's departure.

3 x. Denying Plaintiff a work environment free of retaliation and preventing a work
4 environment free of retaliation.

5 y. Denying Plaintiff a bonus for the excessive time she was required to do her job
6 under the adverse circumstances to which the City subjected her.

7 z. Forcing Plaintiff to constantly choose between enforcing the law and pleasing her
8 supervisor and colleagues.

9 102. A motivating factor for Defendant to engage in the foregoing adverse employment
10 actions against Plaintiff was to retaliate for Plaintiff's reporting of illegal activity, which Plaintiff
11 had reasonable cause to believe disclosed violations of law.

12 103. Defendant allowed, permitted, condoned, ratified, and/or enabled the retaliation
13 and/or other wrongful conduct as described herein.

14 104. Defendant has caused Plaintiff to suffer a loss of pay and benefits. Defendant's
15 retaliation has also caused Plaintiff to take an altered career and retirement path, which will
16 adversely affect her income, pension, and other benefits; and cause other economic damages, in an
17 amount to be ascertained according to proof. Plaintiff claims such amount as damages together with
18 prejudgment interest pursuant to Civil Code § 3287.

19 105. As a legal result of the above-described conduct of Defendant, Plaintiff has
20 sustained and will continue to sustain general damages in the form of physical, mental, and
21 emotional injuries, pain, distress, suffering, indignity, damage to her good name, reputation,
22 standing in the community, and other non-economic damages.

23 106. Defendant further caused mental strain and damage to Plaintiff's reputation, among
24 other negative actions, including but not limited to physical, mental, and emotional injuries, pain,
25 stress, suffering, anguish, fright, nervousness, grief, anxiety, worry, shame, mortification, injured
26 feelings, mental suffering, shock, humiliation, indignity, unpleasant physical, mental, and emotional
27 reactions, damages to good name, reputation, standing in the community, and other non-economic
28 damages. Plaintiff claims general damages for such health problems in a sum to be proven at trial.

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10. For prejudgment interest, according to proof; and

11. For such other relief as is just and proper.

Respectfully Submitted,

Dated: September 5, 2025

McNICHOLAS & McNICHOLAS, LLP

By: *Jon E. Drucker*
Matthew S. McNicholas
Douglas D. Winter
Jon E. Drucker
Attorneys for Plaintiff Pamela Greer

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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury.

Respectfully Submitted,

Dated: September 5, 2025

McNICHOLAS & McNICHOLAS, LLP

By: *Jon E. Drucker*
Matthew S. McNicholas
Douglas D. Winter
Jon E. Drucker
Attorneys for Plaintiff Pamela Greer

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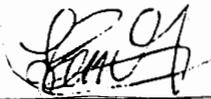
VERIFICATION

CCP §§ 446, 2015.5

I declare that I am the plaintiff in the above-entitled action. I have read the foregoing complaint and know its contents; the same is true of my own knowledge, except as to those matter that are therein stated upon my information or belief, and as to those matters I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: September 5, 2025 at Oxnard, California.



Pamela S. Greer