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MEGAN SOMAN and  
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ORANGE**

Judge Linda Marks

MEGAN SOMAN, an individual; and TRAVIS  
FADER, an individual

Plaintiffs,

v.

ORANGE COUNTY FIRE AUTHORITY;  
DAVID ANDERSON, an individual; JEFF  
LOGAN, an individual; and DOES 1 through  
25,

Defendants.

**Case No.:** 30-2019-01046203-CU-OE-CJC

**COMPLAINT FOR DAMAGES:**

- 1) VIOLATION OF LABOR CODE §§96 and 98.6;**
- 2) VIOLATION OF LABOR CODE §1101;**
- 3) VIOLATION OF LABOR CODE §1102;**
- 4) VIOLATION OF CALIFORNIA CONSTITUTION ARTICLE 1, SECTION 3 – RIGHT TO PETITION;**
- 5) VIOLATION OF GOVERNMENT CODE §12940 – RETALIATION;**
- 6) VIOLATION OF GOVERNMENT CODE §12940 – HARASSMENT ON THE BASIS OF SEX AND/OR GENDER;**
- 7) VIOLATION OF GOVERNMENT CODE §12940 – DISCRIMINATION ON BASIS OF SEX AND/OR GENDER;**
- 8) VIOLATION OF GOVERNMENT CODE §12940 – FAILURE TO PREVENT DISCRIMINATION, HARASSMENT, AND/OR RETALIATION;**
- 9) VIOLATION OF LABOR CODE §6310;**
- 10) VIOLATION OF LABOR CODE §§1050, 1052, and 1054;**

11) INTENTIONAL INTERFREENCE  
WITH PROSPECTIVE ECONOMIC  
RELATIONSHIP; AND

12) VIOLATION OF HEALTHY  
WORKPLACES/HEALTHY FAMILY  
ACT OF 2014

[DEMAND FOR JURY TRIAL]

**PARTIES AND JURISDICTION**

1. Plaintiff Megan Soman ("Soman") is, and at all relevant times, was an employee of the Orange County Fire Authority located in the City of Irvine, in the County of Orange.

2. Plaintiff Travis Fader ("Fader") is, and at all relevant times, was an employee of the Orange County Fire Authority located in the City of Irvine, in the County of Orange.

3. Defendant Orange County Fire Authority ("OCFA" or the "Department") is a governmental entity organized and existing under the laws of the state of California, and located within the State of California, County of Orange and is a joint powers authority. At all relevant times, the OCFA, was the employer of Soman and Fader (collectively referred to as "Plaintiffs") as alleged herein.

4. Defendant Deputy Chief David Anderson ("Chief Anderson") is at all times relevant hereto, was and currently is an employee of the OCFA, located and operating within the City of Irvine, in the County of Orange.

5. Defendant and manager Jeff Logan ("Logan") is at all times relevant hereto, was and currently is an employee of the OCFA, located and operating within the City of Irvine, in the County of Orange.

6. The true names and capacities, whether individual, corporate or otherwise, of Defendants Does 1-25 inclusive, are unknown to Plaintiffs, who therefore sues them by such fictitious names. Plaintiffs will seek leave to amend this Complaint to allege their true names and capacities when they have been ascertained. Plaintiffs are informed and believe and thereon

1 allege that each of the fictitiously named Defendants is responsible in some manner for the  
2 occurrences herein alleged and that Plaintiffs' damages as herein alleged were proximately  
3 caused by those Defendants. At all times herein mentioned, Defendants Does 1-25 inclusive were  
4 the agents, servants, employees, or attorneys of their co-Defendants, and in doing the things  
5 hereinafter alleged, were acting within the course and copy of their authority as those agents,  
6 servants, employees, or attorneys, and with the permission and consent of their co-Defendants.

7 7. Plaintiffs are informed and believe, and based thereon alleges, that at all relevant  
8 times, each Defendant was the agent of the other Defendants, and in doing the things herein  
9 alleged, each Defendant was acting in the course and scope of such agency with the consent,  
10 notification, and permission of each of the other Defendants. Each Defendant ratified the actions  
11 of the other Defendants and named employees as alleged herein.

#### 12 COMMON ALLEGATIONS

##### 13 Megan Soman's Professional Background

14 8. Soman was a well-respected and career OCFA employee who has been with the  
15 Department since 1997 when she started as a reserve firefighter at Fire Station No. 7 in San Juan  
16 Capistrano. Soman proudly maintained such position for well over 15 years, until 2013. Soman  
17 worked her way up through the ranks from Fire Equipment Technician, Senior Fire Equipment  
18 Technician, Fire Communications Dispatcher, and later to Fire Communication Supervisor  
19 "FCS").

20 9. During the entirety of her career at OCFA, Soman always maintained excellent  
21 performance evaluations, and has never received any prior discipline in her over 20-year career.  
22 Soman was even the face of the OCFA for over 10 years, as she was prominently depicted on the  
23 OCFA's website.

24 10. In 2015, Soman applied for and was promoted to the FCS position. In support of  
25 her application, Soman received a multitude of recommendation letters from various chiefs  
26 throughout Orange County in support of not just her skills and abilities, but also her character. In  
27 April 2015, former OCFA Fire Chief Chip Prather described Soman as affable, exceptionally  
28 compassionate, and one who was "small but mighty." Soman also received letters from former

1 OCFA Interim Fire Chief McIntosh who described her as “a true professional with a sincere  
2 dedication to OCFA and to serving our communities at the highest level.” In fact, these 25 letters  
3 were directed to Chief Dave Anderson in support of Soman’s candidacy for the FCS position.  
4 Thus Chief Anderson is acutely aware of Soman’s reputation, and that she is highly regarded  
5 throughout the OCFA.

6 11. Soman was also a long-time member, and union steward with the Orange County  
7 Employees Association (“OCEA” or the “Union”). In Soman’s capacity as union steward she  
8 was charged with informing union members of their rights, monitoring and enforcing the  
9 provisions of the Memorandum of Understanding (“MOU”) between the OCEA and the OCFA,  
10 and ensuring employer compliance with local, state, and federal laws.

11 12. Soman was also active in labor negotiations with OCFA management on critical  
12 issues impacting the OCEA membership.

#### 13 **Travis Fader’s Professional Background**

14 13. Fader was former probationary Fire Communications Dispatcher (“FCD”) with the  
15 OCFA.

16 14. On August 3, 2017 Fader graduated from the OCFA’s Dispatcher Academy No. 13  
17 (“Academy”), and was ranked top in his class. Fader was also the first person from his Academy  
18 class to receive a work assignment, and on January 5, 2018, Fader began actively working as a  
19 FCD with the OCFA as a probationary employee.

20 15. During Fader’s tenure with the OCFA, he was also a dues paying member of the  
21 OCEA.

22 16. Fader’s first assignment as a FCD was at the OCFA’s Emergency Command  
23 Center (“ECC”) where he was assigned to work a 24 hour shift on the “C” shift, and worked  
24 overtime as needed.

#### 25 **Fader Commenced Employment Under Soman’s Supervision**

26 17. Fader commenced his first assignment as a FCD under the supervision of Soman.  
27 Soman was charged with guiding, training, and evaluating Fader’s performance during his tenure  
28 as a FCD.

1           18.     In addition, Fader was assigned to Communications Training Officer Patti Garcia  
2     ("Garcia") who shadowed Fader throughout his shift, and also evaluated his performance on a  
3     daily basis.

4           19.     Fader and Soman worked 24-hour shifts, and worked on the "C" shift at the ECC.

5           20.     The ECC maintained lockers, sleeping quarters, and a kitchen to support the crews  
6     working 24-hour shifts.

7           21.     Soman's direct supervisor was defendant and ECC Manager Jeff Logan (who was  
8     also a probationary employee), and co-defendant Deputy Chief Dave Anderson was directly  
9     above Logan in Soman's chain of command.

10          22.     In November 2017 Fader successfully completed and passed his 3-month  
11     standards exam.

12          23.     Fader received appraisals every 10-shifts he worked, and was always rated as  
13     competent – the highest rating possible.

14          24.     On September 28, 2017, after Fader's second 10-shift appraisal, Senior Fire  
15     Communications Supervisor Ryan Turner wrote that Fader was doing a "great job."

16          25.     On January 5, 2018 Fader successfully completed the OCFA's Fire  
17     Communications Dispatcher Training Program, and his 3 and 6-month examinations.

18          26.     In January 2018, Fader received a three-step merit pay increase resulting from his  
19     excellent performance evaluation covering August 4, 2017 to January 19, 2018. In his  
20     performance evaluation, Soman noted that Fader's progress "far exceeds the minimum  
21     requirements" and that he has been a "standout employee" and was "excelling" as a probationary  
22     FCD.

23                 **Canyon 2 Fire ("C2F")**

24          27.     The C2F began on October 9, 2017 a declared high fire danger day in the OCFA's  
25     coverage area. It was 100 percent contained eight days later on October 17, 2017. Over that  
26     course of time, the C2F burned almost 10,000 acres, damaged or destroyed 80 structures, and  
27     resulted in evacuation orders given to approximately 17,000 people.

28          28.     The initial call concerning what was later the C2F was received by the CHP from a

1 caller traveling westbound on the 91 Freeway who reported a small wildland fire in Carbon  
2 Canyon just south of the freeway. That call was transferred to the OCFA ECC. The dispatcher  
3 was informed 3 times that the caller saw fire.

4 29. Later, the dispatcher who took the call asked FCS Christopher Funk for guidance  
5 on how to respond to the information the caller just received. Multiple witnesses in ECC heard  
6 Funk direct the dispatcher to contact a local fire station in the area to have someone stick their  
7 head out the window to determine if there are flames. The dispatcher did as Funk directed, and  
8 the fire station personnel responded back to the dispatcher that they did not see anything. Later,  
9 during an investigation into the C2F, this exchange between Funk and the dispatcher, as well as  
10 other circumstances were determined to have contributed to the C2F and the destruction that  
11 ensued. Funk also denied giving such a directive to the dispatcher even though he was  
12 contradicted by several ECC personnel who heard him say it.

13 30. During the investigation into the circumstances surrounding the C2F, Soman was  
14 subjected to three administrative interviews by various governmental agencies. During these  
15 interviews, (and even while the C2F was active) Soman expressed strong criticism of Logan (to  
16 several high ranking Chiefs, as well as to the interviewers) that Logan's failure to properly upstaff  
17 the ECC on the day they received the initial call contributed to the C2F and resulting aftermath.  
18 In addition, Soman was critical of the competency of the ECC staff including Katie Farrell who  
19 was promoted into a supervisory position by Chief Anderson to be charged with running the  
20 Department Operations Center ("DOC") room to manage this type of fire event. Farrell was heard  
21 by a number persons crying that she "can't do it" when tasked with assisting in the management  
22 of the C2F. Farrell was taken off managing this significant fire event and was replaced by Funk  
23 and Soman. This in turn left the ECC floor understaffed during this time, as personnel were  
24 forced to make up for Farrell's shortcomings. Farrell was also unfit to perform as a shift  
25 supervisor concerning day to day operations.

26 31. Soman also criticized Logan for failing to issue a mandatory recall of ECC  
27 dispatchers and other supervisory staff to handle the C2F. Instead Logan simply asked for  
28 volunteers of the FCS rank to return to the ECC. Due to Soman, during C2F, the mismanagement

1 of the ECC was well known by members of the highest levels of the OCFA. Soman's criticisms  
2 and complaints of these work practices at the OCFA resulted in adverse employment actions  
3 being against her, including initiating a manufactured investigation against her, and ultimately  
4 terminating her from employment.

5 **Soman's and Fader's OCEA Union Activities**

6 32. Soman also actively advocated as a Union Representative against a proposal to  
7 change OCFA dispatcher shifts from 24-hour to 12-hour shifts. Soman negotiated on behalf of  
8 the Union members to fight this change, as it impacted public safety by leading to reduced  
9 staffing levels. Soman discouraged Fader from attending labor negotiations, or OCFA Board of  
10 Director (the "Board") meetings, because Fader was still a probationary employee and did not  
11 want him to be subject any additional scrutiny for those union activities.

12 33. Nonetheless, Fader still prepared an open letter addressed to the OCFA in which  
13 he strenuously argued against the change to 12-hour shifts as it would impact patient care, and  
14 firefighter safety.

15 34. When Soman attended Board meetings she frequently placed herself on the  
16 agenda to speak and express her disagreement with the contemplated shift change. Soman  
17 implored and resisted the change due to the impact it would have by reducing staffing, and  
18 adversely impacting public safety.

19 35. Fader also authored a letter that was communicated and transmitted to the OCFA  
20 Board and others expressing disagreement with the contemplated shift change.

21 36. Not only did Soman oppose the policy change before the Board, she also attended  
22 Board members' City Council meetings in an attempt to persuade them not to make the change.  
23 Soman became so engaged in the 12-hour shift issue, as was her right, she was warned by certain  
24 executives at the OCFA to "back off" and that she was "scaring the public" by making comments  
25 that the shift change would impact patient care, and public safety.

26 **Fader's Mistreatment in the Workplace**

27 37. Several months into Fader's position as a FCD, he was subjected to harassment by  
28 two staff Fire Communications Supervisors - Katie Farrell and Jenny Cradle. They treated Fader

1 in a hostile manner in front of other dispatchers that Fader believed was both degrading and  
2 humiliating. Fader brought Farrell and Cradle's misconduct to the attention of Soman. Soman  
3 advised Fader that she spoke with both Farrell and Cradle about how they treated him in the  
4 workplace. Soman further advised Fader that she also spoke to Logan about how Farrell and  
5 Cradle treated Fader, but that Logan showed no concern for Fader's complaints.

6 38. Fader filed a grievance against supervisor Chris Funk ("Funk") for inappropriate  
7 comments he made to Fader while at work saying "are you just another dispatcher lying to me the  
8 supervisor?" What made this comment particularly significant and inappropriate was that Funk  
9 was already under investigation for his malfeasance related to the C2F. Specifically, Funk had  
10 denied words attributed to him in the form of directives he made to other dispatchers. Funk  
11 accused these dispatchers of lying about what he had said regarding his directive to dispatchers to  
12 advise personnel at Fire Station 53 to look outside their station for flames, rather than send out a  
13 team to respond. It was widely reported that Funk's directives, which he denied making,  
14 contributed in part to the slow response time to the Canyon 2 Fire that ultimately resulted in the  
15 loss of 15 homes and 10 other structures.

16 39. Fader was hesitant to file the grievance against Funk as he feared retaliation. After  
17 filing the grievance, Fader met with Logan and Human Resources Manager Tia Grasso  
18 ("Grasso") (who was also a probationary employee) to discuss what Funk said to Fader about  
19 lying to him. Both of them assured Fader that he would not be subject to retaliation for the filing  
20 of the grievance against Funk.

21 40. After Fader's meeting with Logan and Grasso, Soman informed Fader that Logan  
22 approached her and said, "we have to get rid of that kid" – referring to Fader. When Fader heard  
23 this, he became concerned that OCFA was retaliating against him for filing the grievance against  
24 Funk. Logan also stated to Soman, "if this is this person's [Mr. Fader] personality, we should just  
25 cut him loose."

26 41. Logan also went to fellow FCS Lori Boyle, and told her that Fader should be gone,  
27 and he should watch himself.

28



1           **Soman's Mistreatment in the Workplace**

2           42.     During her tenure at the ECC, Soman had several issues with Logan's using his  
3 body to physically intimidate her. On several occasions, Logan physically stood over Soman  
4 while she was seated at her desk in an intimidating posture. During this time, Soman was visibly  
5 uncomfortable with this invasion of her personal space. During the workday, Logan would also  
6 physically close in on Soman and use his body to prevent her from moving. When Logan would  
7 use his body to hang over Soman, she would repeatedly complain to him and tell him to "back  
8 off" but Logan would refuse to move forcing Soman to manipulate her body to get away from  
9 Logan's physical posturing. When Soman would make such evasive maneuvers, Logan would  
10 smile wryly at her while she struggled to get away from him. Logan did not treat other male  
11 employees this way.

12           **Fader's Termination**

13           43.     On June 19, 2018, Logan and Grasso had scheduled an early morning meeting in  
14 the IT conference room ("IT Room") to release Soman's probationary subordinate Fader from  
15 employment with the OCFA.

16           44.     As is the historical and standard protocol within the OCFA, the immediate  
17 supervisor is at the very least informed, if not actively consulted, before a subordinate is  
18 terminated from employment. Given the strict chain of command that Logan advocated, it was  
19 surprising, if not shocking, that he failed to even mention Fader's termination to Soman.  
20 Curiously, Soman and Logan had greeted one another just minutes before Fader's scheduled  
21 release from employment. During this early morning encounter, Logan's demeanor and behavior  
22 could only be described as intentionally and excessively smarmy and affable, even when Logan  
23 knew in a matter of minutes he was going to release Soman's subordinate from his position with  
24 OCFA. Logan's concealment of critical information violated the sanctity of the chain of  
25 command, and certainly violated every tenet of good management when the supervisor is never  
26 even consulted or advised of such a critical management decision.

27           45.     As the ECC manager, Logan certainly knew that Soman would review her daily  
28 staffing roster and notice Fader's absence, yet still failed to advise her of Fader's impending

1 release and the vacancy it created on the ECC floor that morning. However, Logan advised a  
2 male employee, Senior Fire Communications Supervisor Ryan Turner, (who was not Fader's  
3 direct supervisor) of Fader's impending release the night before, and was advised not to say  
4 anything to Soman.

5 46. Soman received a group text message from Fader advising Soman and other union  
6 stewards that he was being fired.

7 47. Upon receiving the text message Soman went to the IT Room, knocked and  
8 entered the room, and asked Logan "what are you doing?" Soman then asked Fader what  
9 happened and he responded that he was fired. Soman was focused and purposeful in her request  
10 for information, and continued to ask Logan and Grasso for an explanation but neither of them  
11 would provide her with any information. Soman then left the room, closed the door behind her,  
12 and yelled an expletive that was not directed at anyone in particular but was an expression of  
13 frustration.

14 48. During this brief meeting, Soman did not say or do anything in a threatening,  
15 hostile or violent manner, or that threatened violence, or even suggested a threat of violence to  
16 anyone in that meeting.

17 49. During this meeting, however, Soman did ask that Logan and Grasso call Chief  
18 Dave Anderson, Chief Mark Sanchez, and Fire Chief Fennessy to come down to the conference  
19 room because she felt strongly that Fader was released without any just cause. In addition,  
20 Soman felt that Logan treated her in a discriminatory manner for failing to inform her of Fader's  
21 release because she is woman.

22 50. While Fader was taking his personal effects, Logan was smiling, and laughing at  
23 Fader and making strange, cruel and deranged comments such as "isn't this great?" and "wow!  
24 this is so cool!"

25 51. After leaving the meeting with Logan and Grasso, Soman walked down the  
26 hallway and asked Turner to assume the ECC floor operations in her place while she went outside  
27 to collect herself and attempt to understand why Fader was released from his probation.

28 52. When Soman went outside to the parking lot she saw Fader was visibly shaking

1 and crying. Soman was very concerned for Fader's emotional and physical safety and his ability  
2 to safely drive himself home. Soman told both Fader and Logan that if necessary, she would  
3 arrange safe travel home for Fader.

4 53. Fader expressed shock and confusion as he was a stellar employee, and in fact, just  
5 days before, Fader was asked by the OCFA to represent the organization at a career fair at the  
6 Ontario Police Department with Senior Fire Communications Supervisor Ryan H. Turner.

7 54. After Fader left, Soman attended a meeting with Logan, Chief Anderson, and her  
8 OCEA representative Chad Kurthy. In the meeting Logan asked Soman if she was able to finish  
9 out her shift. Soman responded yes, and completed the rest of her shift.

10 55. Fader's release visibly impacted the staff on the ECC floor. When Soman arrived  
11 to assume her duties, the staff was visibly and audibly upset. As a result, Soman called for  
12 Chaplain and Peer Support services to respond and assist with ECC personnel who were visibly  
13 upset. They responded immediately. Both groups stayed with the staff and talked to and  
14 counseled staff at their consoles.

15 56. When Soman was dealing with Fader, and related events that morning, she had  
16 arranged with Turner to cover her while she collected herself and was engaged in a series of  
17 meetings that morning, one of which was conducted at Logan's request, and a conference call  
18 with OCEA representatives. After the OCEA conference call concluded, Soman went to the ECC  
19 floor and she received a quick "pass along" from Turner as to the morning's incidents and  
20 Department activities, and then assumed her position as the ECC shift supervisor. There was  
21 nothing noteworthy during the "pass along."

22 57. Later on (not the same day), Logan had arranged to clear out Fader's locker and  
23 physically displayed his gear in a very public and grotesque setting as a means of intimidating  
24 other ECC personnel.

25 58. On June 21, 2018, Soman was advised she was being placed on paid  
26 administrative leave effective immediately for alleged "misconduct" but never provided her with  
27 any specific information as to why. Soman was prohibited from performing any of her duties or  
28 act in any official capacity, and was prohibited from entering OCFA properties. This prevented

1 Soman from working on behalf of the OCEA's membership in negotiations on the new MOU as  
2 the negotiations took place on OCFA property.

3  
4 59. Soman's leave was indefinite, and violated Section 3 of the OCFA's Personnel &  
5 Salary Resolution which states that administrative leave in excess of 120 hours must be approved  
6 by the Fire Chief, and define the reason for the request, and a specific ending date. Soman never  
7 received any documents complying with Section 3.

8 60. On July 16 and 25, 2018, Soman was subjected to two administrative oral  
9 interviews by Chief Anderson and Lucy Manfre.

10 61. On September 4, 2018 OCFA wrote a letter from Chief Anderson notifying Soman  
11 of the OCFA's intent to discharge her from employment due to allegations of misconduct related  
12 to Fader's termination. Soman did not receive this letter until September 11, 2018.

13 62. On September 7, 2018 Soman's counsel emailed a letter to Chief Anderson  
14 asserting that Soman was subject to numerous violations of workplace laws.

15 63. On October 3, 2018 Soman's counsel submitted its written response to OCFA's  
16 intent to discharge letter.

17 64. On October 17, 2018 Soman and counsel attended a *Skelly* hearing related to  
18 OCFA's intent to discharge her that was also attended by Fire Chief Brian Fennessy, Deputy  
19 Chief Lori Zeller and Barbara Raileanu from the General Counsel's office.

20 65. On October 23, 2018 the OCFA upheld the intent to terminate Soman effective  
21 October 25, 2018.

22 66. Soman had no history of discipline at the OCFA, ever.

23 67. The OCFA terminated Soman even though there are several male employees who  
24 have violated one or more of the tenets of the Professional Working Environment Memorandum.  
25 There is even a male dispatcher who had been disciplined twice, and sent to in-patient anger  
26 management therapy after he destroyed OCFA property and used profanity. He still works as a  
27 dispatcher. Further, Chief Anderson authorized his discipline, treatment, and ultimate return to  
28 duty.

1           68.     Soman also worked in multiple fire stations. She witnessed firefighters using  
2     profanity and arguing from time to time in the workplace. Even limiting the scope to the dispatch  
3     environment, there are numerous dispatchers who have used profanity, have engaged in  
4     inappropriate sexual relationships with probationary dispatchers, and slammed numerous doors,  
5     and yet they still work for the OCFA.

6           69.     The OCFA has been guided by progressive discipline principles to its employees.  
7     That is to say, discipline is to be imposed in a progressive sequence and is to be corrective and  
8     not punitive. Soman, a career OCFA employee, was never given any progressive discipline, and  
9     was immediately slated for termination.

10           **Logan's Interference With Fader's Future Employment**

11           70.     After Fader was terminated from OCFA he pursued employment with the Metro  
12     Net Dispatch Center as a dispatcher. However, Logan spoke to a Metro Net employee charged  
13     with hiring, and lied to him by stating that Fader was a "problem child", that he "had a huge role  
14     in the union and needed to be released" and Fader would be a "headache."

15           71.     Logan's misrepresentations were not privileged and were defamatory and  
16     adversely impacted Fader's opportunity for future employment.

17           **Exhaustion of Administrative Remedies**

18           72.     On December 19, 2018, Soman and Fader received a declination of their  
19     respective Government Claims. True and correct copies of these denials are attached as Exhibit  
20     "1" hereto.

21           73.     On December 20, 2018, both Soman and Fader received their Right to Sue letters  
22     from the Department of Fair Employment and Housing Act. True and correct copies are attached  
23     as Exhibit "2" hereto.

24           **FIRST CAUSE OF ACTION**

25           **(VIOLATION OF LABOR CODE §96 and 98.6)**

26           **(SOMAN and FADER against Defendants ORANGE COUNTY FIRE AUTHORITY;**

27           **DAVID ANDERSON; JEFF LOGAN; and Does 1-25)**

28           74.     Plaintiffs reallege and incorporate by reference each and every allegation

1 contained in Paragraphs 1 through 73, as set forth above.

2 75. Labor Code section 96 makes it an unlawful employment practice for any  
3 employer to discharge an employee for engaging in lawful conduct asserting “constitutionally  
4 recognized rights” occurring during nonworking hours away from the plaintiff’s premises.

5 76. The California and United States Constitutions recognize Plaintiffs right to free  
6 speech and the right to petition the government.

7 77. Labor Code section 98.6 protects an employee for exercising (on behalf of oneself  
8 or other employees) any of the rights provided under the Labor Code or Orders of the Industrial  
9 Welfare Commission, including, but not limited to exercise of any right protected by the Labor  
10 Code.

11 78. California Labor Code sections and Industrial Welfare Commission regulations  
12 allow for Plaintiffs to collectively bargain, organize, and advocate for workplace issues on behalf  
13 of the bargaining unit’s membership.

14 79. Plaintiffs engaged in union activities availing themselves of the right to engage in  
15 such political speech and to redress the government regarding workplace issues impacting public  
16 safety.

17 80. Defendants violated this prohibition on Defendants from engaging in  
18 constitutionally protected rights and those enumerated under the Labor Code, by, among other  
19 things, subjecting Plaintiffs to mistreatment as set-forth in Common Allegations ¶¶8-71, above.

20 81. As a result of Defendants’ conduct, Plaintiffs have suffered both economic and  
21 non-economic damages. Additionally, in committing the above-described acts, Defendants acted  
22 in a willful, oppressive and malicious manner towards Plaintiffs and with the intent to vex, annoy,  
23 injure and harass Plaintiffs in complete disregard to the harm that this conduct would cause them.  
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**SECOND CAUSE OF ACTION**

**(VIOLATION OF LABOR CODE §1101)**

**(SOMAN and FADER against Defendants ORANGE COUNTY FIRE AUTHORITY;**

**DAVID ANDERSON; JEFF LOGAN; and Does 1-25)**

82. Plaintiffs reallege and incorporate by reference each and every allegation contained in Paragraphs 1 through 81, as set forth above.

83. Labor Code section 1101 states that no employer shall make, adopt, or enforce any rule, regulation, or policy: (a) Forbidding or preventing employees from engaging or participating in politics or from becoming candidates for public office. (b) Controlling or directing, or tending to control or direct the political activities or affiliations of employees.

84. OCFA's managers maintained rules, regulations, and/or policies aimed at controlling or directing or tending to control or direct Plaintiffs' political activities or affiliations of employees due to their conduct and/or participation in the Union.

85. Defendants violated this prohibition against such acts or omissions, by among other things, subjecting Plaintiffs to a loss of their employment for engaging in such protected activities as set-forth in Common Allegations ¶¶8-71.

86. As a result of Defendants' conduct, Plaintiffs have suffered both economic and non-economic damages.

**THIRD CAUSE OF ACTION**

**(VIOLATION OF LABOR CODE §1102)**

**(SOMAN and FADER against Defendants ORANGE COUNTY FIRE AUTHORITY;**

**DAVID ANDERSON; JEFF LOGAN; and Does 1-25)**

87. Plaintiffs reallege and incorporate by reference each and every allegation contained in Paragraphs 1 through 86, as set forth above.

1           88. Labor Code section 1102 makes it an unlawful for an employer to coerce or  
2 influence or attempt to coerce or influence his employees through or by means of threat of  
3 discharge or loss of employment to adopt or follow or refrain from adopting or following any  
4 particular course or line of political action or political activity.

5           89. Political action or political activity includes advocating for workplace issues  
6 related to or arising from union membership or attempting to redress those issues through the  
7 political process and process Plaintiffs were entitled to under the MOU.

8           90. Plaintiffs attempted to, and did engage in such political action or political activity  
9 through their advocacy against a change in their shifts from 24-hours to 12-hours as it impacted  
10 public safety as set-forth in Common Allegations ¶¶8-71.

11           91. Plaintiffs also attempted to and did engage in the utilization of the grievance  
12 process as was their right under the MOU.

13           92. OCFA management coerced and/or influenced or attempted to coerce or influence  
14 Plaintiffs through threat of discharge to refrain from adopting or following Plaintiffs continued  
15 advocacy against the change in their work shifts from 24-hours to 12-hours, and for Plaintiffs use  
16 of the grievance process afforded them under the MOU.

17           93. Defendants violated this prohibition against such acts or omissions, by among  
18 other things, subjecting Plaintiffs to a loss of their employment.

19           94. As a result of Defendants' conduct, Plaintiffs have suffered both economic and  
20 non-economic damages.

21                                   **FOURTH CAUSE OF ACTION**

22                   **(VIOLATION OF CALIFORNIA CONSTITUTION ARTICLE 1, SECTION 3 –**  
23                                   **RIGHT TO PETITION)**

24                   **(SOMAN and FADER against Defendants ORANGE COUNTY FIRE AUTHORITY;**  
25                                   **DAVID ANDERSON; JEFF LOGAN; and Does 1-25)**

26  
27           95. Plaintiffs reallege and incorporate by reference each and every allegation  
28 contained in Paragraphs 1 through 94, as set forth above.



96. Article 1, Section 3 of the California Constitution holds that the people have the right to instruct their representatives, petition government for redress of grievances, and assemble freely to consult for the common good.

97. Plaintiffs' political action or political activity includes advocating for workplace issues related to or arising from union membership or attempting to redress those issues through the political process and process Plaintiffs were entitled to under the MOU.

98. Plaintiffs attempted to, and did engage in such political action or political activity through their advocacy against a change in their shifts from 24-hours to 12-hours as it impacted public safety. In doing so, Plaintiffs assembled and petitioned the OCFA Board of Directors, and various city councils to petition against such change.

99. Defendants subjected Plaintiffs to a loss of their employment for exercising such rights.

100. As a result of Defendants' conduct, Plaintiffs have suffered both economic and non-economic damages.

### FIFTH CAUSE OF ACTION

**(VIOLATION OF GOVERNMENT CODE §12940 – RETALIATION)**

**(SOMAN and FADER against Defendants ORANGE COUNTY FIRE AUTHORITY; and  
Does 1-25)**

101. Plaintiffs reallege and incorporate by reference each and every allegation contained in Paragraphs 1 through 100, as set forth above.

102. Specifically, Government Code Section 12940(h) makes it an unlawful employment practice “for any employer ... to discharge, expel, or otherwise discriminate against any person because the person has opposed any practices forbidden under this part or because the person has filed a complaint, testified, or assisted in any proceeding under this part.” It is well established that a retaliation claim under FEHA may be brought by an employee who has been subjected to an adverse employment action for engaging in a protected activity or opposing practices forbidden by FEHA.

103. Defendants violated this prohibition against retaliatory conduct based upon Plaintiffs engaging in protected activities, by, among other things, Fader complaining that he was subject to harassment and Soman also complaining that she was subject to harassment from Logan, and to the treatment as set-forth in Common Allegations ¶¶8-71, above.

104. Plaintiffs engaged in protected activities and opposed these forbidden practices immediately above.

105. As a result of Plaintiffs engaging in the aforementioned protected activities, and opposing such forbidden practices, Plaintiffs experienced retaliation and suffered an adverse employment action as they were improperly and without any justification terminated from employment.

106. Also as set-forth in Common Allegations ¶¶8-71, above, a causal nexus between Plaintiffs engaging in a FEHA-protected activity, and retaliatory conduct and/or adverse employment action by Defendants exists.

107. As a result of Defendants' conduct, Plaintiffs have suffered both economic and non-economic damages.

### SIXTH CAUSE OF ACTION

**(VIOLATION OF GOVERNMENT CODE §12940 – HARASSMENT ON THE**

**BASIS OF SEX AND/OR GENDER)**

**(SOMAN against Defendants ORANGE COUNTY FIRE AUTHORITY; JEFF LOGAN;**

**and Does 1-25)**

108. Plaintiffs reallege and incorporate by reference each and every allegation contained in Paragraphs 1 through 107, as set forth above.

109. Government Code Section 12940(j) makes it an unlawful employment practice for any employer to harass an employee, or any person providing services thereto on the basis of race, or to create a hostile work environment based thereon.

110. Defendants violated this prohibition on harassing acts or omissions based upon Soman's sex and/or gender, by, among other things, subjecting Soman to the treatment as set forth in Common Allegations ¶¶8-71, above.

111. As a result of Defendants' harassing conduct, Soman has suffered both economic and non-economic damages. Additionally, in committing the above-described acts, Defendants acted in a willful, oppressive and malicious manner towards Soman and with the intent to vex, annoy, injure, and harass Soman in complete disregard to the harm that this conduct would cause her. Soman is therefore entitled to punitive damages in an amount according to proof at trial against all Defendants, except any Defendant who is specifically excluded by law from being liable for punitive damages.

## SEVENTH CAUSE OF ACTION

**(VIOLATION OF GOVERNMENT CODE §12940 – DISCRIMINATION ON THE  
BASIS OF SEX AND/OR GENDER)**

**(SOMAN against Defendants ORANGE COUNTY FIRE AUTHORITY; and Does 1-25)**

112. Soman realleges and incorporates by reference each and every allegation contained in Paragraphs 1 through 111, as set forth above.

113. Government Code Section 12940(a) makes it an unlawful employment practice for any employer to discriminate on the basis of sex and/or gender, by making unlawful said discrimination in compensation or in terms, conditions or privileges of employment.

114. Defendants violated this prohibition on discriminatory acts or omissions based upon Soman's sex and/or gender, and association with those with that characteristics, by, among other things, subjecting Soman to disparate treatment relative to male counterparts as set-forth in Common Allegations ¶¶8-71, above.

115. FEHA does not require that an employer's discriminatory act constitute one swift

1 blow, rather than a series of subtle yet damaging injuries. The individual acts of discriminatory  
2 conduct as described herein, as well as the totality of such conduct, constitute an adverse  
3 employment action. Moreover, FEHA protects an employee against unlawful discrimination with  
4 respect not only to “ultimate employment actions” such as termination or demotion, but also the  
5 entire spectrum of employment actions that are reasonably likely to adversely or materially affect  
6 an employee’s job performance or opportunity for advancement in his career.  
7

8 116. As a result of Defendants’ discriminatory conduct, Soman has suffered both  
9 economic and non-economic damages.

10 **EIGHTH CAUSE OF ACTION**

11 **(VIOLATION OF GOVERNMENT CODE §12940 – FAILURE TO PREVENT**  
12 **DISCRIMINATION, HARASSMENT, AND/OR RETALIATION)**

13 **(SOMAN and FADER against Defendants ORANGE COUNTY FIRE AUTHORITY; and**  
14 **Does 1-25)**  
15

16 117. Plaintiffs reallege and incorporate by reference each and every allegation  
17 contained in Paragraphs 1 through 116, as set forth above.

18 118. Government Code Section 12940(k) makes it an unlawful employment practice  
19 “for an employer ... to fail to take all reasonable steps necessary to prevent discrimination and  
20 harassment from occurring.” Employers under FEHA are also required to take all reasonable  
21 steps necessary to prevent retaliation from occurring.  
22

23 119. Defendants violated this section by failing to prevent the discrimination,  
24 harassment, and retaliation as set forth more specifically in Common Allegations ¶¶8-71.

25 120. As a result of Defendants’ conduct, Plaintiff has suffered both economic and  
26 non-economic damages.  
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**NINTH CAUSE OF ACTION**

**(VIOLATION OF LABOR CODE §6310)**

**(SOMAN and FADER against Defendants ORANGE COUNTY FIRE AUTHORITY; JEFF LOGAN; and Does 1-25)**

121. Plaintiffs reallege and incorporate by reference each and every allegation contained in Paragraphs 1 through 120, as set forth above.

122. Labor Code section 6310 prohibits any “employee from being discharged, threatened with discharge, demoted, suspended or in any other manner discriminated against in the terms and conditions of employment by his or her employer because the employee has made a bona fide oral or written complaint...his or her employer, or his or her representative, of unsafe ...work practices, in his or her employment or place of employment...”

123. Defendants violated this section by subjecting Plaintiffs to adverse employment actions as set forth in Common Allegations ¶¶8-71, but more specifically for making complaints concerning OCFA’s harmful and unsafe work practices related to the C2F and for complaints related to the changes from ECC personnel moving from a 24 to 12-hour work shift.

124. As a result of Defendants’ conduct, Plaintiffs have suffered both economic and non-economic damages.

**TENTH CAUSE OF ACTION**

**(VIOLATION OF LABOR CODE §§1050, 1052, and 1054)**

**(FADER against Defendants ORANGE COUNTY FIRE AUTHORITY; JEFF LOGAN; and Does 1-25)**

125. Plaintiff realleges and incorporates by reference each and every allegation contained in Paragraphs 1 through 124, as set forth above.

126. Labor Code Sections 1050, 1052, and 1054 make it an unlawful employment

1 practice for any person or officer to make any misrepresentation in an effort to prevent or attempt  
2 to prevent a former employee from obtaining employment. In addition, any person who  
3 knowingly causes, suffers, or permits an agent, superintendent, manager, or employee in his  
4 employ to commit a violation of sections 1050 and 1051 , or who fails to take all reasonable steps  
5 within his power to prevent such violation is liable.  
6

7 127. Defendants violated this section by affirmatively misrepresenting that Fader was a  
8 "problem child", that he "had a huge role in the union and needed to be released" and Fader  
9 would be a "headache" and as set forth more specifically in Common Allegations ¶¶8-71.

10 128. As a result of Defendants' conduct, Plaintiff has suffered both economic and  
11 non-economic damages.  
12

### 13 **ELEVENTH CAUSE OF ACTION**

#### 14 **(INTENTIONAL INTERFREENCE WITH PROSPECTIVE ECONOMIC** 15 **RELATIONSHIP)**

16 **(PLAINTIFF FADER against Defendants ORANGE COUNTY FIRE AUTHORITY; JEFF**  
17 **LOGAN; and Does 1-25)**

18 129. Plaintiff Fader realleges and incorporates by reference each and every allegation  
19 contained in Paragraphs 1 through 127, as set forth above.  
20

21 130. The five elements for intentional interference with prospective economic  
22 advantage are: (1) [a]n economic relationship between the plaintiff and some third party, with the  
23 probability of future economic benefit to the plaintiff; (2) the defendant's knowledge of the  
24 relationship; (3) intentional acts on the part of the defendant designed to disrupt the relationship;  
25 (4) actual disruption of the relationship; and (5) economic harm to the plaintiff proximately  
26 caused by the acts of the defendant." *Youst v. Longo* (1987) 43 Cal.3d 64, 71.  
27

28 131. Fader was in an economic relationship with Metro Net Dispatch Center with a

1 possibility of future economic benefit to him through employment. Defendants had knowledge of  
2 the relationship as he spoke with personnel at Metro Net Dispatch Center. Defendants acted  
3 intentionally to disrupt the relationship with Plaintiff and Metro Net Dispatch Center by  
4 affirmatively misrepresenting that Fader was a "problem child", that he "had a huge role in the  
5 union and needed to be released" and Fader would be a "headache" and as set forth more  
6 specifically in Common Allegations ¶¶8-71. Logan's misrepresentations actually disrupted the  
7 relationship as Fader was not considered for employment due to them. Such misconduct resulted  
8 in financial harm to Fader.  
9

10 132. As a result of Defendants' conduct, Plaintiff has suffered both economic and  
11 non-economic damages. Additionally, in committing the above-described acts, Defendants acted  
12 in a willful, oppressive and malicious manner towards Fader and with the intent to vex, annoy,  
13 injure and harass Fader in complete disregard to the harm that this conduct would cause him.  
14 Fader is therefore entitled to punitive damages in an amount according to proof at trial against all  
15 Defendants, except any Defendant who is specifically excluded by law from being liable for  
16 punitive damages.  
17

## 18 **TWELFTH CAUSE OF ACTION**

19 **(VIOLATION OF HEALTHY WORKPLACES/HEALTHY FAMILY ACT OF 2014)**

20 **(PLAINTIFF SOMAN against Defendants ORANGE COUNTY FIRE AUTHORITY; and**

21 **Does 1-25)**

22  
23 133. Plaintiff Soman realleges and incorporates by reference each and every allegation  
24 contained in Paragraphs 1 through 132, as set forth above.

25 134. Plaintiff Soman was an employee of the OCFA.

26 135. The OCFA was subject to the provisions of the Healthy Workplaces/Healthy  
27 Family Act of 2014 codified under Labor Code sections 245-249.  
28

136. Plaintiff Soman was entitled to one (1) hour for every 30 hours worked, beginning on July 1, 2015.

137. Plaintiff Soman worked for the OCFA on a full-time basis until her termination from employment and accrued several hundred hours of sick time during that time period.

138. Fader requested payment of her accrued sick time but OCFA refused to pay her.

139. As a result of Defendants' conduct, Plaintiff has suffered both economic and non-economic damages as well as other damages including loss of sick time, and attorneys' fees and costs.

## PRAYER FOR RELIEF

AS TO THE FIRST CAUSE OF ACTION:

- a. For economic damages;
- b. For non-economic damages;
- c. For civil penalties;
- d. For injunctive relief;
- e. For reinstatement to Plaintiff's position immediately before termination;
- f. For attorneys' fees and costs; and
- g. For such further relief as the Court may deem just and proper.

AS TO THE SECOND CAUSE OF ACTION:

- a. For economic damages;
- b. For non-economic damages;
- c. For civil penalties;
- d. For injunctive relief;
- e. For reinstatement to Plaintiff's position immediately before termination;
- f. For attorneys' fees and costs; and



1 g. For such further relief as the Court may deem just and proper.

2 AS TO THE THIRD CAUSE OF ACTION:

3 a. For economic damages;

4 b. For non-economic damages;

5 c. For civil penalties;

6 d. For injunctive relief;

7 e. For reinstatement to Plaintiff's position immediately before termination;

8 f. For attorneys' fees and costs; and

9 g. For such further relief as the Court may deem just and proper.

10 AS TO THE FOURTH CAUSE OF ACTION:

11 a. For economic damages;

12 b. For non-economic damages;

13 c. For reinstatement to Plaintiff's positions immediately before termination;

14 d. For punitive damages;

15 e. For costs of suit; and

16 f. For such further relief as the Court may deem just and proper.

17 AS TO THE FIFTH CAUSE OF ACTION:

18 a. For economic damages;

19 b. For non-economic damages;

20 c. For reinstatement to Plaintiff's position immediately before termination;

21 d. For attorneys' fees and costs; and

22 e. For such further relief as the Court may deem just and proper.

23 AS TO THE SIXTH CAUSE OF ACTION:

24 a. For economic damages;

- b. For non-economic damages;
- c. For reinstatement to Plaintiff's position immediately before termination;
- d. For punitive damages;
- e. For attorneys' fees and costs; and
- f. For such further relief as the Court may deem just and proper.

AS TO THE SEVENTH CAUSE OF ACTION:

- a. For economic damages;
- b. For non-economic damages;
- c. For reinstatement to Plaintiff's position immediately before termination;
- d. For attorneys' fees and costs; and
- e. For such further relief as the Court may deem just and proper.

AS TO THE EIGHTH CAUSE OF ACTION:

- a. For economic damages;
- b. For non-economic damages;
- c. For reinstatement to Plaintiff's position immediately before termination;
- d. For attorneys' fees and costs; and
- e. For such further relief as the Court may deem just and proper.

AS TO THE EIGHTH CAUSE OF ACTION:

- a. For economic damages;
- b. For non-economic damages;
- c. For reinstatement to Plaintiff's position immediately before termination;
- d. For attorneys' fees and costs; and
- e. For such further relief as the Court may deem just and proper.

1 AS TO THE NINTH CAUSE OF ACTION:

- 2 a. For economic damages;
- 3 b. For non-economic damages;
- 4 c. For reinstatement to Plaintiff's position immediately before termination;
- 5 d. For attorneys' fees and costs; and
- 6 e. For such further relief as the Court may deem just and proper.

7

8 AS TO THE TENTH CAUSE OF ACTION:

- 9 a. For economic damages;
- 10 b. For non-economic damages;
- 11 c. For treble damages;
- 12 d. For civil penalties;
- 13 e. For injunctive relief;
- 14 f. For reinstatement to Plaintiff's position immediately before termination;
- 15 g. For attorneys' fees and costs; and
- 16 h. For such further relief as the Court may deem just and proper.

17

18 AS TO THE ELEVENTH CAUSE OF ACTION:

- 19 a. For economic damages;
- 20 b. For non-economic damages;
- 21 c. For injunctive relief;
- 22 d. For reinstatement to Plaintiff's position immediately before termination;
- 23 e. For punitive damages;
- 24 f. For costs; and
- 25 g. For such further relief as the Court may deem just and proper.

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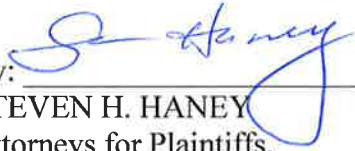
1 AS TO THE TWELTTH CAUSE OF ACTION:

- 2 a. For restitution of back sick pay time;
- 3 b. For injunctive relief;
- 4 c. For attorneys' fees and costs; and
- 5 d. For such further relief as the Court may deem just and proper.
- 6
- 7

8 Dated: January 22, 2019

HANEY & YOUNG LLP

9

10 By:  \_\_\_\_\_

11 STEVEN H. HANEY

12 Attorneys for Plaintiffs,

13 MEGAN SOMAN and TRAVIS FADER

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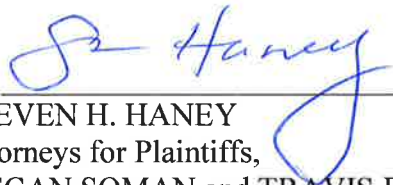
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**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand a jury trial in this matter.

Dated: January 22, 2019

HANEY & YOUNG LLP

By:   
STEVEN H. HANEY  
Attorneys for Plaintiffs,  
MEGAN SOMAN and TRAVIS FADER

# EXHIBIT 1



# ORANGE COUNTY FIRE AUTHORITY

P. O. Box 57115, Irvine, CA 92619-7115 • 1 Fire Authority Road, Irvine, CA 92602-0125

Brian Fennessy, Fire Chief

(714) 573-6000

[www.ocfa.org](http://www.ocfa.org)

December 19, 2018

Megan Soman  
27882 Paseo Del Sol  
San Juan Capistrano, CA 92675

Cc:  
Haney & Young, LLP  
1055 W. Seventh St. Suite 1950  
Los Angeles, CA 90017

**RE: Notice of Claim for Damages**

## CLAIMS REJECTION NOTICE

Notice is hereby given that the claim which you submitted and which was received by the Orange County Fire Authority on December 17, 2018 has been rejected by the Orange County Fire Authority in accordance with Government Code 913.

## WARNING

Subject to certain exceptions, you have only six (6) months from the date this notice was personally delivered or deposited in the mail to file a court action on this claim. See Government Code Section 945.6. You may seek the advice of an attorney of your choice in connection with this matter. If you desire to consult an attorney, you should do so immediately.

Sincerely,

A handwritten signature in black ink, appearing to read "Jonathan Wilby".

Jonathan Wilby  
Risk Manager

Serving the Cities of: Aliso Viejo • Buena Park • Cypress • Dana Point • Irvine • Laguna Hills • Laguna Niguel • Laguna Woods • Lake Forest • La Palma  
Los Alamitos • Mission Viejo • Placentia • Rancho Santa Margarita • San Clemente • San Juan Capistrano • Santa Ana • Seal Beach • Stanton • Tustin • Villa Park  
Westminster • Yorba Linda • and Unincorporated Areas of Orange County

**RESIDENTIAL SPRINKLERS AND SMOKE ALARMS SAVE LIVES**



# ORANGE COUNTY FIRE AUTHORITY

P. O. Box 57115, Irvine, CA 92619-7115 • 1 Fire Authority Road, Irvine, CA 92602-0125

Brian Fennessy, Fire Chief

(714) 573-6000

[www.ocfa.org](http://www.ocfa.org)

## Declaration of Service by Mail

State of California

County of Orange

I am employed in the County of Orange, State of California, and am not a party to the above-entitled case. My business address is 1 Fire Authority Road Irvine, CA 92602. I am over the age of 18 years, and I am familiar with the practice of OCFA for collection and processing of correspondence for mailing with the United States Postal Service.

Under that practice, correspondence is deposited with the United States Postal Service the same day it is submitted for mailing.

I served the foregoing Rejection of Claim by placing a true copy thereof for collection and mailing in the course of ordinary business practice with other correspondence of the OCFA located at 1 Fire Authority Road Irvine, CA 92602 on 12/19/2018 enclosed in a sealed envelope with postage fully prepaid and addressed as follows:

**Haney & Young, LLP**  
**1055 W. Seventh St. Ste. 1950**  
**Los Angeles, CA 90017**

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

Executed this 19th day of December, 2018, at Irvine, California.

SIGNED:

  
Brandon Chandler, Risk Management Analyst

Serving the Cities of: Aliso Viejo • Buena Park • Cypress • Dana Point • Irvine • Laguna Hills • Laguna Niguel • Laguna Woods • Lake Forest • La Palma  
Los Alamitos • Mission Viejo • Placentia • Rancho Santa Margarita • San Clemente • San Juan Capistrano • Santa Ana • Seal Beach • Stanton • Tustin • Villa Park  
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1055 W. Seventh St. Ste. 1950  
Los Angeles, CA 90017

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# ORANGE COUNTY FIRE AUTHORITY

P. O. Box 57115, Irvine, CA 92619-7115 • 1 Fire Authority Road, Irvine, CA 92602-0125

Brian Fennessy, Fire Chief

(714) 573-6000

[www.ocfa.org](http://www.ocfa.org)

December 19, 2018

Travis Fader  
73 Majeza Ct.  
Rancho Mission Viejo, CA 92694

Cc:  
Haney & Young, LLP  
1055 W. Seventh St. Suite 1950  
Los Angeles, CA 90017

**RE: Notice of Claim for Damages**

## CLAIMS REJECTION NOTICE

Notice is hereby given that the claim which you submitted and which was received by the Orange County Fire Authority on December 17, 2018 has been rejected by the Orange County Fire Authority in accordance with Government Code 913.

## WARNING

Subject to certain exceptions, you have only six (6) months from the date this notice was personally delivered or deposited in the mail to file a court action on this claim. See Government Code Section 945.6. You may seek the advice of an attorney of your choice in connection with this matter. If you desire to consult an attorney, you should do so immediately.

Sincerely,

A handwritten signature in black ink, appearing to read "Jonathan Wilby".

Jonathan Wilby  
Risk Manager

Serving the Cities of: Aliso Viejo • Buena Park • Cypress • Dana Point • Irvine • Laguna Hills • Laguna Niguel • Laguna Woods • Lake Forest • La Palma  
Los Alamitos • Mission Viejo • Placentia • Rancho Santa Margarita • San Clemente • San Juan Capistrano • Santa Ana • Seal Beach • Stanton • Tustin • Villa Park  
Westminster • Yorba Linda • and Unincorporated Areas of Orange County

**RESIDENTIAL SPRINKLERS AND SMOKE ALARMS SAVE LIVES**



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Brian Fennessy, Fire Chief

(714) 573-6000

www.ocfa.org

## Declaration of Service by Mail

State of California

County of Orange

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Under that practice, correspondence is deposited with the United States Postal Service the same day it is submitted for mailing.

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**Haney & Young, LLP**  
**1055 W. Seventh St. Ste. 1950**  
**Los Angeles, CA 90017**

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

Executed this 19th day of December, 2018, at Irvine, California.

SIGNED:

  
Brandon Chandler, Risk Management Analyst

Serving the Cities of: Aliso Viejo • Buena Park • Cypress • Dana Point • Irvine • Laguna Hills • Laguna Niguel • Laguna Woods • Lake Forest • La Palma  
Los Alamitos • Mission Viejo • Placentia • Rancho Santa Margarita • San Clemente • San Juan Capistrano • Santa Ana • Seal Beach • Stanton • Tustin • Villa Park  
Westminster • Yorba Linda • and Unincorporated Areas of Orange County

**RESIDENTIAL SPRINKLERS AND SMOKE ALARMS SAVE LIVES**

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Haney & Young, LLP  
1055 W. Seventh St. Ste. 1950  
Los Angeles, CA 90017

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# EXHIBIT 2



## DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758  
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711  
<http://www.dfeh.ca.gov> | email: [contact.center@dfeh.ca.gov](mailto:contact.center@dfeh.ca.gov)

December 20, 2018

Megan Soman  
1055 West 7th St. 1950  
Los Angeles, California 90017

RE: **Notice of Case Closure and Right to Sue**  
DFEH Matter Number: 201812-04543418  
Right to Sue: Soman / Orange County Fire Authority et al.

Dear Megan Soman,

This letter informs you that the above-referenced complaint was filed with the Department of Fair Employment and Housing (DFEH) has been closed effective December 20, 2018 because an immediate Right to Sue notice was requested. DFEH will take no further action on the complaint.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this DFEH Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Department of Fair Employment and Housing



**DEPARTMENT OF FAIR EMPLOYMENT & HOUSING**

DIRECTOR KEVIN KISH

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758  
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711  
<http://www.dfeh.ca.gov> | email: [contact.center@dfeh.ca.gov](mailto:contact.center@dfeh.ca.gov)

December 20, 2018

Adrian Zamora  
1055 West Seventh Street, 1950  
Los Angeles, California 90017

RE: **Notice to Complainant's Attorney**  
DFEH Matter Number: 201812-04543418  
Right to Sue: Soman / Orange County Fire Authority et al.

Dear Adrian Zamora:

Attached is a copy of your complaint of discrimination filed with the Department of Fair Employment and Housing (DFEH) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

**Pursuant to Government Code section 12962, DFEH will not serve these documents on the employer.** You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the DFEH does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Department of Fair Employment and Housing