

## SUMMONS (CITACION JUDICIAL)

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:  
(AVISO AL DEMANDADO):**

City and County of San Francisco, Does 1 through 10

**YOU ARE BEING SUED BY PLAINTIFF:  
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

David Hawkins, Lawrence Thomas

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

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

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

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

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

The name and address of the court is:

(El nombre y dirección de la corte es): San Francisco Superior Court, 400 McAllister Street, San Francisco, CA 94107

CASE NUMBER: (Número del Caso):

**CGC-20-585622**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Angela Alioto, Steven L. Robinson, 700 Montgomery Street, 3rd Floor, San Francisco, CA 94111 (415) 434-8700

DATE: **JUL 28 2020** Clerk of the Court Clerk, by  Deputy (Adjunto)

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

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

**ANGELICA SUNGA**



**NOTICE TO THE PERSON SERVED:** You are served

1.  as an individual defendant.
2.  as the person sued under the fictitious name of (specify):
3.  on behalf of (specify):  
under:  CCP 416.10 (corporation)  CCP 416.60 (minor)  
 CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)  
 CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)  
 other (specify):
4.  by personal delivery on (date)

1 ANGELA ALIOTO, (SBN 130328)  
2 STEVEN L. ROBINSON, (SBN 116146)  
3 LAW OFFICES OF JOSEPH L. ALIOTO  
4 AND ANGELA ALIOTO  
5 700 Montgomery Street  
6 San Francisco, CA 94111  
7 Telephone: (415) 434-8700  
8 Facsimile: (415) 438-4638

9 Attorneys for Plaintiffs

**FILED**  
Superior Court of California  
County of San Francisco

JUL 28 2010

CLERK OF THE COURT

BY: ANGELICA SUNGA Deputy Clerk

10 **SUPERIOR COURT OF CALIFORNIA**  
11 **COUNTY OF SAN FRANCISCO**

12 DAVID HAWKINS, LAWRENCE  
13 THOMAS,

14 Plaintiffs,

15 vs.

16 CITY AND COUNTY OF SAN  
17 FRANCISCO., Does 1 through 10

18 Defendants.

CASE NO.

**CGC-20-585622**

COMPLAINT FOR DAMAGES:

- 1. RACE DISCRIMINATION IN EMPLOYMENT- FEHA;
- 2. UNLAWFUL RETALIATION FOR OPPOSING RACE DISCRIMINATION -FEHA;
- 3. UNLAWFUL RETALIATION FOR OPPOSING RACE DISCRIMINATION -HOSTILE ENVIRONMENT-FEHA; &
- 4. FAILURE TO PREVENT RACE DISCRIMINATION & HARASSMENT - FEHA

JURY TRIAL DEMANDED

22 **I. PRELIMINARY STATEMENT**

23 1. Plaintiffs David Hawkins and Lawrence Thomas attempted to break the color  
24 line to work on the Fire Boat of the San Francisco Fire Department. The Fire Boat  
25 has been operated by the Fire Department for over a century to serve the needs  
26 of the Port of San Francisco. No African American has ever worked as a pilot on  
27  
28

1 the Fire Boat and, until Lawrence Thomas was hired in July 2018, no African  
2 American ever worked as a Marine Engineer. Hawkins was only the second  
3 African American to ever set foot on the Fire Boat as a permanent employee. The  
4 Fire Department pushed back on the Plaintiffs' attempt to break the color line by  
5 first refusing to train Thomas and then refusing to give him any work. The Fire  
6 Department then removed Hawkins from the Fire Boat completely. In effect, the  
7 Fire Boat is again, what it has been for many decades; "Whites Only." In  
8 response, the Plaintiffs' sue for relief under the California Fair Employment and  
9 Housing Act.

## 10 II. PARTIES

- 11 2. Venue is proper in this Court as all wrongful acts alleged herein occurred within  
12 the City and County of San Francisco.
- 13 3. Plaintiffs David Hawkins and Lawrence Thomas are both African Americans.
- 14 4. Plaintiff Lawrence Thomas is a Marine Engineer. He is the only African  
15 American Marine Engineer in the San Francisco Bay Area.
- 16 5. Plaintiff David Hawkins worked for the San Francisco Fire Department ("SFFD")  
17 for over 22 years, until his constructive discharge by Defendant in retaliation for  
18 his opposition to racial discrimination.
- 19 6. Defendant City and County of San Francisco ("CCSF") is and/or was the  
20 employer of the Plaintiffs herein. Except for Human Resources Director Micki  
21 Callahan and other Human Resources personnel, all individuals referred to  
22 herein are or were employed within the SFFD. Accordingly, as used in this  
23 complaint "SFFD" and "Fire Department" refer to "employer."  
24
- 25 7. Plaintiffs are ignorant of the true names or capacities of the defendants sued here  
26 under the fictitious names DOE 1 through DOE 20, inclusive. Plaintiff is  
27 informed and believes that each DOE defendant was responsible in some manner  
28

1 for the occurrences and injuries alleged in this complaint.

2 8. At all times mentioned in the causes of action into which this paragraph is  
3 incorporated by reference, each and every defendant was the agent or employee  
4 of each and every other defendant. In doing the things alleged in the causes of  
5 action into which this paragraph is incorporated by reference, each and every  
6 defendant was acting within the course and scope of the agency or employment  
7 and was acting with the consent, permission, and authorization of each  
8 remaining defendant. All actions of each defendant alleged in the causes of  
9 action into which this paragraph is incorporated by reference were ratified and  
10 approved by the officers or managing agents of every other defendant.

11 **III. EXHAUSTION OF ADMINISTRATIVE REMEDIES**

12  
13 9. Plaintiffs have fully exhausted their statutory administrative remedies.

14 **IV. STATEMENT OF FACTS**

15 **A. DAVID HAWKINS**

16 10. David Hawkins was born in San Francisco, graduating Lowell High School in  
17 1986.

18 11. Hawkins enlisted in the U.S. Navy in July 1986. He served in the First Gulf War,  
19 Operation Desert Storm, in 1990-91.

20 12. Hawkins graduated Magna Cum Laude from Grambling State University with a  
21 Bachelor of Science Degree in 1995.

22 13. Hawkins applied for employment with the San Francisco Fire Department in  
23 1996. He took the entrance exam with several thousand other applicants and  
24 received a score of 891 out of 1000. Hawkins made the hiring list. He was in the  
25 second class hired, known as the SFFD's 96th Recruitment Academy Class. He  
26 began training, and his career in the SFFD on December 1, 1997.

27 14. Hawkins became a certified Emergency Medical Technician ("EMT") during the  
28

- 1 16-week training at The Firefighters Academy, also known as "the Tower."  
2 15. Hawkins graduated from the Academy on March 21, 1998.  
3 16. Hawkins served one year as a probationary firefighter. His first assignment was  
4 on Truck 7 at Station 7 in The Mission District. The second half of his probation,  
5 he worked six months on Engine 33 at Station 33, located in the Lakeview  
6 District.  
7 17. Hawkins successfully completed probation in early 1998.  
8 18. Hawkins was then assigned to Station 13, in the Financial District at Sansome  
9 Street. He worked on Engine 13 as an EMT and on Rescue Ambulance 13.  
10 19. In 2009, Hawkins was assigned to the Fire boat at Station 35.  
11 20. Hawkins was only the second African American permanently assigned to the  
12 Fire boat in one hundred years.  
13 21. Hawkins was the first African American Rescue Swimmer in the history of the  
14 San Francisco Fire boat.  
15 22. From 2010 to 2012, Station 35 was closed for purposes of Earthquake retrofitting.  
16 Hawkins was temporarily assigned Vacation Relief ("VR") as the driver of  
17 Engine 28, which is located at Station 28 in North Beach. During Hawkins' two  
18 year stint in North Beach, he was required to work various "details" (meaning he  
19 was subject to travel, and backfill stations across the city as necessary). This is  
20 normal for VR firefighters, who are not members of a house. Firefighters in VR  
21 are the first subject to "detail."  
22 23. During this period, on a specific day in August 2011, Hawkins was assigned a  
23 detail at Station 10, for which he was entitled to receive "Premium pay" under the  
24 labor contract ("MOU"). Premium pay is an increment to that ordinarily made to  
25 firefighters who work specific assignments such as Driver or EMT. Under the  
26 MOU, Hawkins should have worked either as a driver or an EMT and received  
27  
28

1 premium pay. Instead, the officer in charge, a Caucasian, Lt. Dennis Sullivan  
2 refused to assign Hawkins to a premium pay position and decided instead to  
3 give it to a non African American firefighter, with less seniority, who was not  
4 entitled to the pay under the MOU. At some point, during the shift, but not on a  
5 call, Hawkins confronted Sullivan, saying; "*You know you stole money from me*  
6 *today right?*". Sullivan not only denied doing so, but called in the Battalion Chief  
7 David Franklin and another officer, Tony Dumont. The three of them, plus  
8 another Assistant Chief who later joined them, confined Hawkins to a small,  
9 dimly lit room, where they cursed, yelled, and berated Hawkins over an  
10 extended period of time for demanding premium pay. In that "meeting," Lt.  
11 Sullivan said, "*You will work where we put your Black Ass. Who the F.... do you*  
12 *think you are? You are a F...ing nobody!*" Chief Franklin nodded in agreement.  
13 Hawkins complained and eventually received the premium pay to which he was  
14 entitled. Sullivan and the other individuals were never reprimanded for their  
15 actions.  
16

17 24. On July 3, 2011, Plaintiff was detailed to Station 41. Once again, under the MOU,  
18 Hawkins was entitled to work a "premium pay" position as either a driver or an  
19 EMT. However, another Caucasian officer, Lieutenant Thor Shattuck refused to  
20 allow Hawkins to work in a premium pay position. Hawkins objected, telling  
21 Shattuck he was entitled to one of the available premium pay jobs. Shattuck  
22 refused, stating that the "House Policy" of the station prevailed over the MOU."  
23 Shattuck assigned Hawkins the "non- premium" pay position. The premium pay  
24 went to two non African Americans. At least one of them was not entitled to  
25 receive this pay. Hawkins again complained and again he ultimately received  
26 the "premium pay."  
27

28 25. SFFD has a computer based Human Resource Management System (HRMS)

1 which tracks firefighter staffing and post "projections." The HRMS maintains  
2 staffing data of all firefighter employees and the dates worked going back many  
3 years. As of July 2020, Hawkins name had been purged from the Human  
4 Resources software for the July 3, 2011, shift at Station 41. The system currently  
5 shows only three Firefighters working that day on Engine 41. However, the  
6 station Log Book for July 3, 2011 at Station 41 shows Hawkins working in the  
7 non-premium paid firefighter position on that day. In addition, the Log Book for  
8 Station 28, the station from which he was detailed, also confirms that he worked  
9 at Station 41 on July 3, 2011.

10 26. In late 2013, Hawkins encouraged acquaintance and fellow African American  
11 Lawrence Thomas to apply for the Marine Engineer (H110) position. As alleged  
12 elsewhere in this complaint, although Thomas was fully eligible for the position,  
13 his hiring was delayed several years in favor of at least one Caucasian that did  
14 not possess the "Eligibility Requirements" pursuant to the official job  
15 announcement.

16  
17 27. During Black History month 2016, Hawkins spoke at SFFD Headquarters on  
18 behalf of Thomas at the Fire Commission. Hawkins said "*We have a rare, and*  
19 *incredible opportunity to hire a great black Fire Boat marine engineer....*"  
20 Hawkins strongly encouraged the Commission to consider hiring Thomas.  
21 Hawkins also stated that the testing and hiring processes have been unfair to  
22 African Americans and other minorities since its genesis. Hawkins, upon  
23 returning to work at Station 35 a few days later, was approached by Greg  
24 Wyrsh, the Captain of the Fire boat told Hawkins, "*We are NOT going to hire*  
25 *that Black Engineer so You might as well cut it out.*" Wyrsh was apparently  
26 referring to Hawkins' advocacy on behalf of Thomas, both before the Fire  
27 Commission and other means, such as emails and letters.  
28

- 1 28. As alleged elsewhere in this complaint, Thomas was eventually hired in July  
2 2018 as a Maritime Engineer. However, Thomas got the "Relief" classification,  
3 which meant he worked only when the full time engineers, all of whom were  
4 Caucasians, were not available.
- 5 29. Caucasian Fire Boat pilot Jeff Amadahl, who along with fellow Caucasian Nate  
6 Hardy, had administered the oral test to Thomas and was not happy that  
7 Thomas got the job. At one point, Amadahl told Hawkins that Thomas, "Would  
8 never get any hours."
- 9 30. At one point, Hawkins was accused of misconduct because Engine 35, a rig he  
10 was responsible for allegedly did not have water at the start of the next shift. In  
11 fact, that allegation was false as Hawkins had filled up the rig up with water the  
12 previous day following a fire on Bryant Street. Two weeks earlier, non African  
13 American co-worker Jack Taylor committed a much more egregious mistake  
14 than what Hawkins had been (falsely) accused of. Taylor's mistake resulted in  
15 an engine running out of water while a fire was ongoing. Someone could have  
16 died as a result of the mistake. Taylor received no discipline and continued to  
17 work.
- 18 31. On June 19, 2019, (Juneteenth) Hawkins spoke before a public rally at San  
19 Francisco City Hall. The purpose of the rally was to address the inequities faced  
20 by African American workers of the City and County of San Francisco, Hawkins  
21 complained of the race discrimination faced by Lawrence Thomas, who  
22 although having been hired as Maritime Engineer was receiving few, if any,  
23 hours of work. Hawkins called out Director of Human Resources, Micki  
24 Callahan, as well the Chief of The SFFD, Jeanine Nicholson. Hawkins demanded  
25 fair treatment for San Francisco's First Black Marine Engineer of Fire boats,  
26  
27 32. Shortly after the June 19, 2019, speech, Hawkins received an "Off the Record"  
28



1 telephone call from an SFFD managerial official who was informed that Mark  
2 LaCroix had a "restraining order" against Hawkins. The managerial official  
3 warned Hawkins beforehand that if he were to return to the Fire Station, he  
4 could face dire consequences. LaCoix was the Caucasian engineer who had not  
5 satisfied the minimum "Eligibility Requirements," yet was still hired to a  
6 permanent, full-time, Fire boat Engineer position instead of Plaintiff Thomas.  
7 33. On July 16, 2019, Hawkins officially returned to Fire Station 35 after an absence  
8 and was met by Lieutenant John Pain who said; "*Don't you know you are not*  
9 *supposed to be here? You are not allowed to work with Mark LaCroix*" Hawkins said he  
10 had not officially been notified of that. Pain then instructed Hawkins; "*You have*  
11 *to take a detail*" which meant that Hawkins would have to work at stations  
12 outside of Station 35. Hawkins said, "[T]hat does not sound right." Thereafter,  
13 Pain realized Hawkins had been on Family Medical Leave, so Pain then told  
14 Hawkins he had to get a doctor's note before he came back to work. Hawkins,  
15 however, had already been put back on duty by SFFD's Assignment Office that  
16 morning. Because the shift had not started, Hawkins then decided to call off sick,  
17 as he was entitled to do, to avoid further confusion, and to gain clarity regarding  
18 his actual work status. Hawkins now in an "off duty" status, heard a voice come  
19 over the firehouse Public Address system summoning him to the  
20 Communications Room. Present there was Lt. Pain and Jose Zalba, the Fire Boat  
21 officer for the day. Zalba was on duty, but not in uniform. Zalba repeated Pain's  
22 previous instructions that Hawkins had to "go to the doctor to get a note." As  
23 Zalba spoke, Hawkins smelled a strong odor of alcohol on his breath. Hawkins  
24 alerted Zalba of his obvious inebriated state. Hawkins began typing an "Unusual  
25 Occurrence" which detailed the apparent drunkenness of Zalba. Hawkins also  
26 telephoned Battalion Chief Ethan Banford on the Department's mainline at  
27  
28

1 Station 8. Hawkins asked Banford to; "please come to the station immediately  
2 Chief." When Banford arrived and encountered Zalba, it was apparent he  
3 smelled the reported alcohol on Zalba's breath and heard his slurred speech.  
4 Banford immediately shook his head and he said; "Oh My God!" Banford  
5 quickly notified a higher up on his chain of command, and called in Assistant  
6 Chief Brook Baker as backup. The officials waited many hours before having  
7 Zalba submit a blood alcohol test which provided time for Zalba's blood alcohol  
8 level to diminish.

9  
10 34. In July 2019, Hawkins was removed from the Fire boat and from Station 35 by  
11 Deputy Chief of Operation, Victor H. Wyrsh. Chief Wyrsh, the SFFD's second  
12 in Command, told Hawkins, "You have to get off the Fire boat." Hawkins was  
13 then sent to Fire Station 23 near Ocean Beach as an Engine Driver, and he also  
14 worked as a rescue swimmer at Ocean Beach. Hawkins objected and opposed his  
15 removal to Fire Station 23, but obeyed the orders.

16 35. Hawkins was not allowed to return to Fire Station 35 to retrieve his possessions  
17 without the presence of Chief as escort. The SFFD Administration stated the  
18 "Stay Away" was because Hawkins was "dangerous." However, Hawkins never  
19 saw any such "stay away" order, nor was he ever informed of its basis. Hawkins  
20 was eventually escorted by Battalion Chief Johnny Rocco out of Station 35, while  
21 bearing his fire helmet, wetsuit, and additional gear.

22 36. Hawkins learned on or about July 18, 2020 that a "stay away" order did not exist.

23 37. Hawkins became an "acting" Fire Inspector on September 1, 2019, to get away  
24 from Station 23.

25 38. After September 11, 2019, Hawkins was written up for another "Unusual  
26 Occurrence" for standing in front of Station 35 while watching the demolition of  
27 the old Pier 22 1/2. The demolition was in preparation for the construction of a  
28

1 Fire boat Station. The officers and firefighters saw him and proclaimed that he  
2 was "not allowed anywhere near the firehouse." He was written up for this, but  
3 Hawkins immediately gained a meeting with Chief Jose Velo, to confirm and  
4 make it clear that no "stays away" order existed. At this time, Hawkins was still  
5 a Member of Fire Station 35. In fact, Hawkins was also the Senior Member at the  
6 Fire Boat. Velo confirmed to Hawkins that he was "absolutely correct" and that  
7 Hawkins was within his rights.

8  
9 39. A week or so thereafter, Hawkins made another return visit to his former station  
10 to gather a few things from his locker (which still bore his name), and to check to  
11 his mailbox. While he was speaking with Pilot Joel Delizona on the pier,  
12 Hawkins was confronted by Captain Shane Francisco who told him he could not  
13 be there because he was ordered to "stay away." Hawkins responded that "there  
14 is no such stay away." Captain Francisco became visibly angered and made a call  
15 to Battalion Chief, Dustin Winn. Once Chief Winn arrived, he spoke to Hawkins  
16 and Francisco. Chief Winn, after research, confirmed Hawkins claims. Winn told  
17 Captain Francisco that Hawkins had "absolutely no restrictions." A "stay away"  
18 order did not exist. Chief Winn later apologized to Hawkins.

19 40. As an "acting" Inspector, Hawkins worked as a "High Rise Specialist" within The  
20 SFFD's Bureau of Fire Prevention. Much of Hawkins work included conducting  
21 annual High rise Inspections in San Francisco's Financial District. His office was  
22 located in Room 109 at SFFD Headquarters, 698 2nd Street.

23 41. Hawkins was provided with a Fire Department Vehicle for use in performing his  
24 duties. In his Department vehicle, Hawkins attached a small "Dancing Hawaiian  
25 Doll" which he had affixed atop the dashboard. It was a small, symbolic token,  
26 that reminded Hawkins of good times gone by, and of dreams. It had an  
27 abundance of significance.  
28

1 42. For a period after the March 2020 Shelter in Place Order, Hawkins took time off,  
2 vacation leave, as he was advised by his superiors that all the high-rise  
3 inspections for which he had scheduled were to be cancelled until further notice.

4 43. In April, after a state mandate re-instituted high-rise inspections, the Plaintiff  
5 returned to work. He was initially told that his assigned vehicle had been sent to  
6 the garage "just for repairs," but when he returned to SFFD Headquarters,  
7 Hawkins discovered his vehicle had been given to a Caucasian Male. When he  
8 asked to remove his personal belongings from his SFFD issued vehicle, all his  
9 things had been placed in the trunk of the car, except the "Dancing Hawaiian  
10 Doll". The "Dancing Hawaiian Doll" remained attached to the vehicle's  
11 dashboard, was now damaged, bent and twisted to lie parallel to the dash.  
12 Hawkins detached the damaged figurine, attempted to straighten it and then  
13 took it to his office where he placed it atop his cubicle wall. For the rest of his  
14 tenure, Hawkins had to walk, use public transportation, his own vehicle or  
15 borrow another Inspector's vehicles to perform his Inspection duties. Another  
16 high rise Inspector, Inspector Al Joe commented, "You know we all hate you!"  
17 and laughed.  
18

19 44. In May 2020, Hawkins sent out a text message: "#BlackEngineersMatter" to his  
20 Station 35 coworker, Pilot Joel Delizonna. In response, Delazona complained to  
21 upper management and issued an "Unusual Occurrence" to document the event.

22 45. On June 16, 2020, Hawkins went to his office and saw that it was vandalized.  
23 All of his possessions had been tossed into the garbage can, including the name  
24 plate for his desk, his Lowell High School Alumni sign, and his SFFD business  
25 card. Everything in the office space was in the garbage, except the doll. The  
26 Hawaiian Doll was nowhere to be found. Apparently the doll had been  
27 removed from the office.  
28

1 46. The impact upon Hawkins of seeing his office space completely trashed was the  
2 final straw. His work environment had become unquestionably offensive, hostile  
3 and intolerable. Hawkins was constructively discharged, effective June 30, 2020,  
4 slightly over a year from his Juneteenth speech. It was then and there that the  
5 San Francisco native and career firefighter raised his voice in, public opposition  
6 to the "Inequalities of Black City Workers in The City & County of San  
7 Francisco." He was forced to resign as a result of unremitting hostility that  
8 created an offensive, hostile and intolerable work environment.

9 **B. LAWRENCE THOMAS**

10 47. Lawrence Thomas obtained much of his engineering education working on boats  
11 and then specifically on tug boats. His first job in the maritime industry was with  
12 Red and White Ferry in 1997. He later worked with the Blue & Gold Fleet.

13 48. In 1999, Thomas joined the Masters Mates & Pilots union and started working  
14 on tug boats. He worked for Seaway Towing Co from 1999-2004, which is where  
15 he obtained his engineering experience.

16 49. Seaway Towing sent Thomas to the Diesel School at the College of Alameda.

17 50. Thomas attended Cal Maritime where he received firefighting and maritime  
18 training. He took a course at Cal Maritime in 1998 to receive his S.T.C.W

19 51. Thomas got his QMED ("Qualified Member Engine Department ) license from  
20 the Coast Guard in 2008.

21 52. Thomas has worked for FOSS Maritime since 2004.

22 53. Thomas received United States Coast Guard approved Advanced Fire Fighting  
23 certificate from Military Sealift Command in San Diego on April 12, 2012.

24 54. Thomas got his DDE (Dedicated Duty Engineer) license from the Coast Guard in  
25 2013.

26 55. Lawrence Thomas met David Hawkins at a party in late 2013. Thomas told  
27 Hawkins what he did for a living and that he had aspirations to get on the Fire  
28 Boat at the San Francisco Fire Department's Station 35. Hawkins let Thomas

- 1 know when applications were going to be accepted.
- 2 56. On April 11, 2014, Thomas submitted his application for Marine Engineer. He  
3 met all the eligibility requirements: A high school diploma; Recent work as an  
4 engineer in the industry; and a DDE license.
- 5 57. On May 9, 2014, Thomas received confirmation that his application had been  
6 accepted and was given instructions to schedule an examination.
- 7 58. Thomas took the examination on June 26, 2014. It was entirely oral. It was  
8 administered by pilot Jeff Amadahl, a Caucasian and one of the Senior Pilots in  
9 the marine unit. Thomas felt he did well, but when he received the results on  
10 July 11, it showed he had scored 735 out of 1000, which placed him 14<sup>th</sup> out of 16  
11 applicants. He was the only African American among the applicants, there were  
12 no women.
- 13 59. Thomas wanted to challenge the results. Defendant's Human Resources  
14 representative Richard Marshall told him "It is what it is, you can't do anything  
15 about it."
- 16 60. On July 24, 2014, Thomas wrote a letter to Micki Callahan, the Human Resources  
17 Director of the City and County of San Francisco challenging the hiring of one of  
18 the individuals who came in ahead of him, Mark LaCroix. That individual  
19 finished second on the list, however he did not meet all the eligibility criteria.  
20 Specifically, LaCroix did not have the requisite one year recent experience (i.e.,  
21 since April 2012) working as a Marine Engineer.
- 22 61. Micki Callahan answered the letter from Thomas. Callahan acknowledged that  
23 LaCroix did not meet the minimum eligibility for the position of Marine  
24 Engineer. Specifically, the recent experience as a Marine Engineer. However,  
25 Callahan said that LaCroix had experience working as a Captain. In reality, such  
26 experience is irrelevant because being a captain is a completely different job than  
27 that of marine engineer. Callahan also claimed that LaCroix had experience  
28 training marine engineers at FOSS. That claim is false as Thomas works at FOSS  
as an engineer and has never seen LaCroix do any such thing. In fact, FOSS does

- 1 not provide the type of training that Callahan claimed LaCroix provided.
- 2 62. LaCroix got the job, notwithstanding the fact he did not possess the minimum  
3 eligibility criteria. By contrast, Thomas satisfied all of the requirements for the  
4 job.
- 5 63. Between receipt of the score of the test and July 2018, three Caucasians were  
6 hired to work as engineers on the Fire Boat, among them LaCroix.
- 7 64. Thomas made numerous complaints about the unfairness of the selection  
8 process over the next several years. He was joined in these protests by others,  
9 among them fellow Plaintiff Hawkins. As alleged elsewhere in the complaint,  
10 the individual who would be the immediate supervisor of Thomas told Hawkins  
11 that under no circumstances would Thomas be hired.
- 12 65. On July 11, 2018, Thomas received a letter from Defendant notifying him that the  
13 Maritime Engineer position was closed because all the vacancies had been filled.  
14 At or about the same time, Thomas received another letter from Defendant  
15 congratulating him that he was hired for the Marine Engineer Relief position.  
16 With the congratulations, Thomas was told that he would soon be notified of the  
17 time for his training. Shortly after receiving the congratulatory letter Thomas  
18 was finger printed and was issued his employee badge. However, he was never  
19 given notice of when his training would be. He called several times asking when  
20 he would receive his training, but never got an answer.
- 21 66. On December 22, 2018, Thomas met with Chief Hayes-White In that meeting he  
22 told her that he had been hired as a marine engineer back in July but had not  
23 received any training. Hayes-White was apparently shocked and made phone  
24 calls. Thomas received training the next day.
- 25 67. Thomas received additional training on January 2 and 28, 2019. The Captain of  
26 Station 35 sent Thomas home early on January 28, 2019, because of an  
27 unspecified "liability" issue.
- 28 68. The previous Relief Marine Engineer Andrew Burda, worked the extra shifts  
when the full time engineers got 9 shifts apiece. (a shift in the Marine Unit is 24

1 hours). Typically, that meant 3 ½ shifts a month would go to relief. That was the  
2 case during the ten years before Burda retired. Upon information and belief,  
3 Burda was making \$ 90,000 a year, including benefits.

4 69. The first shift in which Thomas did the work of a Marine Engineer was February  
5 15 and 16, 2019, when he relieved Burda from his last shift. Thomas would work  
6 the following shifts as a Marine Engineer: March 23-24, March 27-28 and May 24-  
7 28, with no shifts at all in April. This was well below the number of shifts which  
8 Burda had worked before his retirement,

9 70. In February 2019, a job opening was created for Marine Engineer Relief the same  
10 title and the same duties as the job held by Thomas. This new vacancy was  
11 awarded to Jason Knowlton, a Caucasian. Because Thomas was getting few if  
12 any hours, he objected to hiring a new employee in the same position. Thomas  
13 complained about this to management and the union. The complaint was  
14 ultimately resolved whereby Thomas would get the right of first refusal on any  
15 available shifts.

16 71. As part of the discussion regarding the hiring of Knowlton, Thomas asked why  
17 he was getting so few shifts. The answer was that the relief position was not  
18 entitled to any. Thomas responded with the question "Why did Burda get so  
19 many hours?" The answer was that the amount of shifts he got was completely  
20 at the discretion of specific personnel at Station 35. Among those was Jeff  
21 Amadahl, the Marine Pilot who gave the test to Thomas. Amadahl told co-  
22 Plaintiff Hawkins, as alleged elsewhere in this complaint, that Thomas would  
23 not receive any hours notwithstanding the fact that he had been hired.

24 72. On June 19, 2019, "Juneteenth," a rally of City employees was held at San  
25 Francisco City Hall for the purposes of denouncing the discriminatory  
26 employment practices of Defendant City. Co-Plaintiff Hawkins spoke to the  
27 rally, denouncing the racial discrimination Thomas was experiencing on the Fire  
28 Boat.

73. Since Hawkins' Juneteenth speech, Thomas was not scheduled to work any shift



1 as a Marine Engineer. He worked a shift on June 24 and 25, but that shift had  
2 been scheduled *before* the Juneteenth rally. Since he has the right of first refusal to  
3 all relief shifts, the fact that he has not been given an opportunity to work a shift  
4 means that Knowlton should not work either.

5 74. Starting January 28, 2020, Thomas was given eight hours of work for purposes of  
6 training every month but no actual shifts as a Maritime Engineer.

7 75. On May 20, 2020, Thomas was "trained" by Full time Engineer B. Stuart.  
8 Thomas found the machinery in serious disrepair. He noted that a relief valve  
9 was in disrepair and fixed it. Stuart expressed displeasure with the fact that  
10 Thomas had repaired the valve. Stuart instructed Thomas that he wanted him to  
11 to undo the repair. Thomas did as directed.

12 76. A few days after the training by Stuart, Thomas was written up for doing  
13 "unsafe work."

14 **FIRST CAUSE OF ACTION**  
15 **Racial Discrimination in Violation of FEHA**  
16 **Cal. Gov. Code § 12940(a)**  
17 **[As to all Plaintiffs]**

18 77. Plaintiffs incorporate by reference all of the allegations contained in paragraphs 1  
19 through 76 with the same force and effect as if fully pleaded at length herein.

20 78. Jurisdiction in this court is invoked pursuant to California Government Code § §  
21 12900, 12921, 12926, 12940 and 12965 [Collectively referred to as "FEHA"]. SFFD  
22 is not exempted from the statutes cited in this paragraph by any local, state or  
23 federal laws.

24 79. Plaintiff Thomas was and is fully eligible for the job of marine engineer.

25 80. At all times herein relevant, Plaintiffs' job performance was always satisfactory  
26 and was usually excellent.

27 81. There is and has been a long-standing, deep-rooted policy and practice of  
28 employment discrimination against African Americans in the SFFD, especially  
with regard to employment in the Fire Boat and generally throughout the entire  
department.

82. Defendant City and County of San Francisco, by and through the San Francisco

1 Fire Department, engaged in racially motivated disparate treatment against the  
2 Plaintiffs herein as follows:

- 3 A. Maintaining an application process that permitted and/or  
4 facilitated racial discrimination;
- 5 B. Refusal to hire eligible applicants on racial grounds;
- 6 C. Refusal to provide training to employees on account of their  
7 race;
- 8 D. Refusal or failure to provide assignments to African American  
9 employees at the same level as provided to non members of the  
10 protected class;
- 11 E. Racially disparate discipline;
- 12 F. Involuntary transfers of members of the protected class to less  
13 desirable or unwanted positions or assignments;
- 14 G. Destruction or damage of personal property of members of  
15 the protected class;
- 16 H. Removal of tools or accessories necessary for employees to perform  
17 their duties; and
- 18 I. Termination of employment.

18 83. The management of Defendant SFFD knew of racially discriminatory practices in  
19 the Fire Boat and among managers generally but took no remedial action or, if  
20 remedial action was attempted, it was insufficient and not supervised to assure  
21 compliance.

22 84. The adverse employment actions alleged in paragraph 82 herein were and are  
23 continuing in character.

24 85. Plaintiffs are informed and believe and thereon allege that this cause of action is  
25 not preempted by the California Workers' Compensation Act on the grounds  
26 that discrimination on the basis of race is not a risk of employment.

27 86. As a result of the aforesaid acts of race discrimination, Plaintiffs have suffered  
28 and are continuing to suffer a loss of wages/salary, benefits and other employee

1 compensation in an amount which is currently unascertained. Plaintiffs face  
2 substantial diminution of their future earning capacity and of their future  
3 retirement income in amounts which is also currently unascertained. Plaintiffs  
4 will request leave of the court to amend this Complaint to state the amount of all  
5 such damages when they have been ascertained or upon proof at the time of  
6 trial.

7 87. As a result of the aforesaid racially disparate treatment, Plaintiffs have been held  
8 up to great derision and embarrassment with fellow workers, friends, members  
9 of the community and their families, and continue to suffer emotional distress  
10 because the Defendant demonstrated to the Plaintiffs that it would not recognize  
11 nor accept them as employees solely because of their race. SFFD acted  
12 unreasonably because it knew and/or should have known that its conduct was  
13 likely to result in additional, severe mental distress. Plaintiffs therefore seek  
14 damages for such emotional distress in an amount to be proven at the time of  
15 trial.

16 88. In bringing this action, Plaintiffs have been required to retain the services of  
17 counsel. Pursuant to California Government Code § 12965(b), they are entitled to  
18 and hereby request an award of attorney and expert witness fees and costs of  
19 suit.

20 **SECOND CAUSE OF ACTION**  
21 **Retaliation in Violation of FEHA**  
22 **Cal. Gov. Code § 12900 (h)**  
23 **[As to all Plaintiffs]**

24 89. Plaintiffs incorporate by reference all of the allegations contained in paragraphs 1  
25 through 76 with the same force and effect as if fully pleaded at length herein.

26 90. This is an action for damages arising from retaliation against the Plaintiffs for  
27 having opposed unlawful employment practices based on race. This action is  
28 brought pursuant to the California FAIR EMPLOYMENT AND HOUSING ACT  
["FEHA"], i.e., Cal. Gov. Code § § 12900, 12921, 12926, 129240 and 12965.

91. At all times herein relevant, Plaintiffs' job performance was always satisfactory  
and was usually excellent.

- 1 92. Plaintiff Thomas was and is fully eligible for the job of marine engineer.
- 2 93. Plaintiff Hawkins engaged in protected activity by stating his opposition to the  
3 discriminatory failure by Defendant SFFD to hire Plaintiff Lawrence Thomas in  
4 public hearings before the San Francisco Fire Commission and through other  
5 advocacy.
- 6 94. Plaintiff Hawkins further engaged in protected activity by stating his opposition  
7 to the discriminatory manner in which Defendant SFFD treated Plaintiff  
8 Lawrence Thomas in a public rally at the San Francisco City Hall on June 19,  
9 2020.
- 10 95. Plaintiff Thomas is associated with the protected activity of Plaintiff Hawkins  
11 inasmuch as Hawkins referenced Thomas and his plight in his protected  
12 activity. Furthermore, as hereinabove alleged, Thomas engaged in protected  
13 activity on his own behalf.
- 14 96. Defendant SFFD retaliated against Hawkins for his protected activity as follows:  
15 First, by refusing to allow him to return to his assigned work place after his June  
16 19 speech; Secondly, by transferring him against his will to another work site;  
17 Thirdly by taking away his SFFD operated vehicle; and fourthly, by  
18 constructively discharging him from employment.
- 19 97. Defendant SFFD retaliated against Thomas for the protected activity of Hawkins  
20 and of his own by not hiring him for the permanent marine engineer position  
21 and, after hiring him for the relief position, assigning him no shifts to work as a  
22 marine engineer after the June 19, 2019, speech by Hawkins.
- 23 98. The adverse employment actions were taken in retaliation for the Plaintiffs'  
24 protected and opposition activities.
- 25 99. Plaintiffs are informed and believe and thereon allege that this cause of action is  
26 not preempted by the California Workers' Compensation Act on the grounds  
27 that retaliation for opposing unlawful employment discrimination.
- 28 100. As a result of the aforesaid acts of retaliation, Plaintiffs have suffered and are  
continuing to suffer a loss of wages/salary, benefits and other employee

1 compensation in an amount which is currently un-ascertained. Plaintiffs face  
2 substantial diminution of their future earning capacities and retirement income  
3 in amounts which are currently unascertained. Plaintiffs will request leave of the  
4 court to amend this Complaint to state the amount of all such damages when  
5 they have been ascertained or upon proof at the time of trial.

6 101. As a result of the aforesaid retaliation, Plaintiffs have been held up to great  
7 derision and embarrassment with fellow workers, friends, members of the  
8 community and families, and continue to suffer emotional distress because SFFD  
9 demonstrated to the Plaintiffs that it would not recognize nor accept them as  
10 employees solely because of their opposition to racially discriminatory practices.  
11 SFFD acted unreasonably because it knew and/or should have known that its  
12 conduct was likely to result in additional, severe mental distress. Plaintiffs  
13 therefore seek damages for such emotional distress in an amount to be proven at  
14 time of trial.

15 102. In bringing this action, Plaintiffs have been required to retain the services of  
16 counsel. Pursuant to California Government Code § 12965(b), they are entitled to  
17 and hereby request an award of attorney and expert witness fees and costs of  
18 suit.

19 **THIRD CAUSE OF ACTION**  
20 **Retaliation in Violation of FEHA**  
21 **Cal. Gov. Code § 12900 (h)**  
22 **[As to all Plaintiffs]**

23 103. Plaintiffs incorporate by reference all of the allegations contained in paragraphs  
24 1 through 46 with the same force and effect as if fully pleaded at length herein.

25 104. This is an action for damages arising from retaliation against Plaintiff Hawkins  
26 for having opposed unlawful employment practices based on race. This action is  
27 brought pursuant to the California FAIR EMPLOYMENT AND HOUSING ACT  
28 ["FEHA"], i.e., Cal. Gov. Code § § 12900, 12921, 12926, 129240 and 12965.

105. At all times herein relevant, Plaintiff Hawkins' job performance was satisfactory  
and was usually excellent.

106. Plaintiff Hawkins engaged in protected activity by stating his opposition to the

1 discriminatory failure by Defendant SFFD to hire Plaintiff Lawrence Thomas in  
2 public hearings before the San Francisco Fire Commission and through other  
3 advocacy.

4 107. Plaintiff Hawkins further engaged in protected activity by stating his opposition  
5 to the discriminatory practices of Defendant SFFD to failing to assign Plaintiff  
6 Lawrence Thomas work during a public rally at the San Francisco City Hall on  
7 June 19, 2020.

8 108. Defendant SFFD retaliated against Hawkins by: 1. Banning him from the work  
9 place to which he was assigned (Station 35); 2. Creating hostility against  
10 Hawkins by labeling him "potentially dangerous"; 3. Not allowing him to return  
11 to his Station 35 workplace without official escort; 4. Permanently removing  
12 Hawkins from Station 35; 5. Transferring him to the other side of the City to  
13 Station 23; 6. Taking away the Fire Department vehicle he utilized while  
14 working as an inspector; 7. Requiring him to perform his High rise Fire  
15 Inspection duties on foot or by public transit; and 8. Ransacking and  
16 vandalizing Hawkins office which included throwing all his personal  
17 possessions into the trash, including his name tag, and stealing his Hawaiian  
18 doll.

19 109. The circumstances described in Paragraph 108 supra, when considered in their  
20 totality created a work environment that a reasonable African American in  
21 Hawkins circumstances would consider offensive and which Hawkins did in fact  
22 consider offensive.

23 110. As a result of the hostile work environment described in Paragraphs 108 and 109  
24 supra, Hawkins employment with Defendant SFFD was constructively  
25 terminated.

26 111. Plaintiff is informed and believes and thereon alleges that this cause of action is  
27 not preempted by the California Workers' Compensation Act on the grounds  
28 that retaliation for opposing unlawful employment discrimination is not a risk of  
employment.

1 112. As a result of the aforesaid acts of retaliation, Plaintiff Hawkins has suffered and  
2 is continuing to suffer a loss of wages/salary, benefits and other employee  
3 compensation in an amount which is currently un-ascertained. Plaintiff Hawkins  
4 faces substantial diminution of his future earning capacity and retirement income  
5 in an amount which is currently unascertained. Plaintiffs will request leave of  
6 the court to amend this Complaint to state the amount of all such damages when  
7 they have been ascertained or upon proof at the time of trial.

8 113. As a result of the aforesaid retaliatory harassment, Plaintiff Hawkins has been  
9 held up to great derision and embarrassment with fellow workers, friends,  
10 members of the community and families, and continues to suffer emotional  
11 distress because SFFD demonstrated to Hawkins that it would not recognize nor  
12 accept him as employees solely because of the fact that he opposed  
13 discriminatory employment practices in his workplace. SFFD acted  
14 unreasonably because it knew and/or should have known that its conduct was  
15 likely to result in additional, severe mental distress. Plaintiff Hawkins therefore  
16 seeks damages for such emotional distress in an amount to be proven at time of  
17 trial.

18 114. In bringing this action, Plaintiff Hawkins has been required to retain the services  
19 of counsel. Pursuant to California Government Code § 12965(b), they are entitled  
20 to and hereby request an award of attorney and expert witness fees and costs of  
21 suit.

22 **FOURTH CAUSE OF ACTION**  
23 **Failure to Prevent Discrimination and Harassment in Violation of FEHA**  
24 **Cal. Gov. Code § 12900(k)**  
25 **[As to all Plaintiffs]**

26 115. Plaintiffs incorporate by reference all of the allegations contained in paragraphs  
27 1 through 76 with the same force and effect as if fully pleaded at length herein.

28 116. This is an action for damages based on the failure by SFFD to prevent unlawful  
employment discrimination, harassment and retaliation. This action is brought  
pursuant to FEHA.

117. Under FEHA, it is an unlawful employment practice to fail to take all reasonable

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

steps to prevent unlawful discrimination, harassment and retaliation.

118. At all times herein relevant, the Plaintiffs' job performance was always satisfactory.

119. At all times herein relevant, the Plaintiff Thomas was fully eligible for the position of Marine Engineer,

120. The SFFD Fire Boat had and has a notorious reputation of being a segregated, "whites only" work place. It is a reputation of which SFFD leadership and upper City and County Management, including but not limited to Human Resources Director Micki Callahan, were and are well aware. Notwithstanding said awareness, no action was taken to root out or eliminate said segregation nor did Defendant take any action to protect either or both Plaintiffs from racial discrimination, harassment or retaliation.

121. As a result of said inaction by SFFD and San Francisco Human Resources leadership, Plaintiff Thomas was never given the opportunities for which he was eligible (i.e., to work on the Fire boat).

122. Notwithstanding notice of discrimination, harassment and retaliation in the work place, SFFD failed to take sufficient steps to prevent racial discrimination, harassment and retaliation from occurring.

123. Plaintiffs are informed and believe and thereon allege that this cause of action is not preempted by the California Workers' Compensation Act on the grounds that unlawful discrimination, harassment and retaliation are not risks of employment.

124. Because of the aforesaid acts of SFFD, Plaintiffs have suffered, and are continuing to suffer, losses of wages/salary, benefits and other employee compensation in an amount which is currently unascertained. Plaintiffs will therefore request leave of the court to amend this Complaint to state the amount of all such damages when they have been ascertained or upon proof at the time of trial.

125. Plaintiffs have been held up to great derision and embarrassment with fellow workers, friends, members of the community and family, and continue to suffer



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

emotional distress because SFFD demonstrated to the Plaintiffs that it would not recognize nor accept them as employees solely because of their race. SFFD acted unreasonably because it knew and/or should have known that its conduct was likely to result in additional, severe mental distress. Plaintiffs therefore seek damages for such emotional distress in an amount to be proven at time of trial.

126. In bringing this action, Plaintiffs have been required to retain the services of counsel. Pursuant to California Government Code § 12965(b), they are entitled to an award of attorney and expert witness fees, and costs of suit.

**JURY TRIAL DEMANDED**

Plaintiffs hereby request a jury trial for all claims.

**PRAYER**

Wherefore Plaintiffs pray for judgment against Defendant City and County of San Francisco as follows:

1. For a money judgment representing general and compensatory damages according to proof;
2. For a money judgment to compensate for emotional distress, according to proof;
3. Reasonable Attorneys Fees;
4. For the costs of suit incurred; and
5. For any other relief that is just and proper.

Date: July 27, 2020

LAW OFFICES OF MAYOR JOSEPH L.  
ALIOTO & ANGELA ALIOTO



ANGELA ALIOTO  
Attorney for Plaintiffs

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  
 Angela Alioto, SBN 130328, Steven L. R. son, 116146  
 Law Offices of Joseph L. Alioto and Angela Alioto 700 Montgomery Street, 3rd Floor  
 San Francisco, CA 94111

TELEPHONE NO.: 415-434-8700 FAX NO. (Optional): 415-438-4638  
 ATTORNEY FOR (Name): David Hawkins, Lawrence Thomas

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco**  
 STREET ADDRESS: 400 McAllister Street  
 MAILING ADDRESS:  
 CITY AND ZIP CODE: San Francisco, CA  
 BRANCH NAME:

CASE NAME:  
 Hawkins, Thomas v. City and County of San Francisco

FOR COURT USE ONLY

**FILED**  
 Superior Court of California  
 County of San Francisco

JUL 28 2020  
 CLERK OF THE COURT  
 BY: ANGELICA SUNGA Deputy Clerk

CASE NUMBER:  
**CGC-20-585622**

JUDGE:  
 DEPT.:

**CIVIL CASE COVER SHEET**

**Unlimited** (Amount demanded exceeds \$25,000)       **Limited** (Amount demanded is \$25,000)

**Counter**       **Joinder**

Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

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

1. Check one box below for the case type that best describes this case:

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

2. This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a. <input type="checkbox"/> Large number of separately represented parties	d. <input type="checkbox"/> Large number of witnesses
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve	e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. <input type="checkbox"/> Substantial amount of documentary evidence	f. <input type="checkbox"/> Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a.  monetary b.  nonmonetary; declaratory or injunctive relief c.  punitive

4. Number of causes of action (specify):

5. This case  is  is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: July 27, 2020

Angela Alioto  
 (TYPE OR PRINT NAME)

Angela Alioto  
 (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

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

Page 1 of 2