

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Ruth Ann Kwan

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6 Attorneys for Plaintiff
TONY IMBRENDA

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**

10
11 TONY IMBRENDA, an individual,

12 Plaintiff,

13 v.

14 COUNTY OF LOS ANGELES; and DOES 1
through 25, inclusive

15 Defendants.
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Case No. 20STCV44299

COMPLAINT FOR:

**(1) VIOLATION OF RIGHTS UNDER
THE FIREFIGHTER BILL OF RIGHTS
(CAL. GOV. CODE §3260);**

**(2) RETALIATION UNDER
FIREFIGHTER BILL OF RIGHTS
("FIBOR"), Cal. Gov. Code §3254**

**(3) RETALIATION IN VIOLATION OF
CAL. LAB CODE §1102.5;**

[DEMAND FOR JURY TRIAL]

20 Plaintiff TONY IMBRENDA, an individual, alleges as follows:
21

22 **PARTIES AND JURISDICTION**

23 1. Plaintiff TONY IMBRENDA ("Plaintiff" or "Imbrenda") is, and at all relevant times
24 was an employee of the County of Los Angeles, and was employed as a Captain with the Los
25 Angeles County Fire Department ("LACOFD" or the "Department") located within the County of
26 Los Angeles, and operating under the authority of the County of Los Angeles, and a resident in the
27 State of California.

28 2. Defendant County of Los Angeles (the "County") is a governmental entity organized
and existing under the laws of the state of California, and located within the State of California,

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1 County of Los Angeles. At all relevant times, the County was the employer of Plaintiff as alleged
2 herein.

3 3. The true names and capacities, whether individual, corporate or otherwise, of
4 Defendants Does 1-25 inclusive, are unknown to Plaintiff, who therefore sues them by such fictitious
5 names. Plaintiff will seek leave to amend this Complaint to allege their true names and capacities
6 when they have been ascertained. Plaintiff is informed and believes and thereon alleges that each of
7 the fictitiously named Defendants is responsible in some manner for the occurrences herein alleged
8 and that Plaintiff's damages as herein alleged were proximately caused by those Defendants. At all
9 times herein mentioned, Defendants Does 1-25 inclusive were the agents, servants, employees, or
10 attorneys of their co-Defendants, and in doing the things hereinafter alleged, were acting within the
11 course and copy of their authority as those agents, servants, employees, or attorneys, and with the
12 permission and consent of their co-Defendants.

13 4. Plaintiff is informed and believes, and based thereon alleges, that at all relevant times,
14 each Defendant was the agent of the other Defendants, and in doing the things herein alleged, each
15 Defendant was acting in the course and scope of such agency with the consent, notification, and
16 permission of each of the other Defendants. Each Defendant ratified the actions of the other
17 Defendants and named employees as alleged herein.

18 **COMMON ALLEGATIONS**

19 5. Imbrenda is a 50-year old veteran of the LACOFD. Since September 1, 2018 he has
20 served in the highly visible and reputable position as Public Information Office ("PIO") for the
21 LACOFD. In his capacity as the LACOFD PIO, Imbrenda was the spokesperson for the entire
22 Department, and he regularly interacted with the media, the members of the LACOFD and the
23 community members saved by the Department.

24 6. On January 26, 2020, Imbrenda was dispatched to the highly publicized fatality
25 helicopter crash in Calabasas which claimed the lives of NBA Superstar Kobe Bryant and his
26 daughter. After he arrived at the scene, he was briefed by the incident Commander, gave a statement
27 to the media, and then remained on scene to facilitate a press conference with the Fire Chief and
28 Sherriff. During this time, Imbrenda received multiple photographs from personnel operating at the

1 impact site, as is common practice on all major incidents. Some of the photographs came from first
2 responders Imbrenda knew, some from persons Imbrenda did not know.

3 7. On January 27, 2020, Imbrenda returned to the scene to attend the morning briefing
4 and facilitate assistance with other agencies and tend to media demands. At no time during the
5 briefing was it communicated by Chief Officers that photography of the incident would be
6 prohibited. After the morning briefing, Imbrenda traveled up to the accident site to gain intelligence
7 on conditions and to assist the FBI photographer with her equipment. At no time did Imbrenda
8 personally take any graphic photographs or photographs of the remains. Imbrenda did take a few
9 photos of the debris field as he would have done in any other accident of this type. Imbrenda did not
10 take any photos with his personal phone.

11 8. Over the next weeks there were reports in the media that the Los Angeles Sherriff
12 Department ("LASD") was investigating some of their personnel that were sharing graphic
13 photographs of the incident. Imbrenda handled all media inquiries on the subject and formulated a
14 Department statement with regard to this matter. It must be noted here that there is no LACOFD
15 policy regarding photography at emergency incidents. Nevertheless, Imbrenda took steps to contact
16 the firefighters that sent him the photos to instruct them to delete them as Imbrenda had already done
17 with regard to the debris field photos he had taken, as they had already been downloaded for the
18 investigation. Imbrenda also spread the word that possession of graphic photographs from the
19 Willow incident could be problematic, and that everyone should delete them so as to minimize the
20 potential for the content to fall into the wrong hands.

21 9. Several more weeks passed by and media interest in this issue steadily declined. Then
22 on March 6, 2020, Deputy Chief William McCloud ("McCloud") contacted Imbrenda and told him
23 to bring all of his electronic devices to the executive conference room. Upon his arrival, Imbrenda
24 was told to hand over his Department cell phone and laptop, which he did. There was an IT
25 technician present with multiple laptops and cables. The atmosphere during this interaction was
26 incredibly intimidating.

27 10. Then, Imbrenda was handed a document which stated that he was a subject of an
28 investigation involving alleged misconduct generally concerning taking, sharing, or requesting

1 graphic photographs of the Willow incident – something Imbrenda had never done. McCloud then
2 handed Imbrenda a LACOFD document entitled “Direct Order” which contained a statement
3 demanding both his department devices and his personal cell phone. This Direct Order stated, and
4 McCloud verbally repeated, that “failure to comply with this direct order will be considered
5 insubordination, subject to disciplinary action which could include suspension and/or discharge from
6 County service.”

7 11. In response, Imbrenda asked McCloud about why he was not informed before that
8 moment that possible disciplinary action was in play, and asked why he was not given an opportunity
9 to obtain representation. Imbrenda asked McCloud to please allow him to seek advice from the
10 Union on the matter. McCloud told Imbrenda that he could “try calling them,” but then stated he
11 needed an answer “immediately” on whether Imbrenda was going to give McCloud his personal cell
12 phone. Imbrenda then quickly called the Union and got Union representative Lew Carrier
13 (“Carrier”) on the phone, who advised Imbrenda in no uncertain terms that Imbrenda was not
14 required to surrender his personal cell phone and should refuse to do so as the request violated
15 Imbrenda’s rights under the Firefighter Bill of Rights (“FIBOR”).

16 12. Under the FIBOR, Government Code §3252(i): “Upon the filing of a formal written
17 statement of charges, or whenever an interrogation focuses on matters that may result in
18 punitive action against any firefighter, that firefighter, at his or her request, shall have the right to
19 be represented by a representative of his or her choice who may be present at all times during the
20 interrogation.” [Emphasis added.]

21 13. Further, the FIBOR, Government Code Section 3253(c) states, in relevant part: “The
22 firefighter under investigation shall be informed of the nature of the investigation prior to any
23 interrogation.” By not providing Imbrenda with information regarding the purpose of the
24 investigation prior to the interrogation, Defendant violated Imbrenda’s rights under the FIBOR.

25 14. Government Code Section 3258 of FIBOR, provides, in relevant part: “A firefighter
26 shall not be required or requested for purposes of job assignment or other personnel action to
27 disclose any item of his...property...unless that information is otherwise required to be furnished
28 under state law or obtained pursuant to court orders.”

1 15. The LACOFD demanded that Imbrenda turn over his personal cell phone or face
2 suspension or termination violated FIBOR. Imbrenda's insistence that the LACOFD not violate
3 FIBOR is a protected activity. There were several other employees involved in this investigation and
4 as far as Plaintiff knows, none of them were ordered in writing under the threat of termination to
5 surrender their personal telephone.

6 16. After speaking with Currier, Imbrenda told McCloud that he was declining to turn
7 over his personal phone. In response, McCloud handed Imbrenda a document that stated that
8 Imbrenda was detailed out from being the Department PIO effective immediately, that Imbrenda
9 would no longer need a County vehicle at his next assignment, so Imbrenda was given a direct order
10 to surrender his assigned vehicle immediately, and that Imbrenda would be contacted by close of
11 business on Monday, March 9, 2020 with his new assignment.

12 17. In response, McCloud continued to retaliate against and violate Imbrenda's FIBOR
13 rights. For example, Imbrenda repeatedly asked McCloud the reason for his removal as PIO, to
14 which McCloud replied by telling Imbrenda he could not tell him. At this point, Imbrenda had no
15 vehicle and was stuck at work until almost midnight because his wife was out of town and he had no
16 transportation home.

17 18. Imbrenda then asked Battalion Chief ("BC") Spewell if he could at least transport all
18 of his gear home. BC Spewell refused without giving any explanation. As a result, Imbrenda was
19 stuck at his office, unpaid until midnight, while he waited for one of his now former employees to
20 drive up to East Los Angeles from Fullerton with 2 vehicles and an extra driver so he could borrow
21 his truck to get all of his gear home.

22 19. No one from the Department contacted Imbrenda by March 9, 2020 with his new duty
23 assignment as was promised in writing. Instead, on March 12, 2020, Imbrenda's Union
24 representative called and told Imbrenda he was now on "administrative leave," and that Imbrenda
25 needed to appear at an investigative interview on March 13, 2020, which Imbrenda did with his
26 Union representative.

27 20. On March 17, 2020 Imbrenda was finally contacted by BC Spewell and told to report
28 to Emergency Medical Services ("EMS") on March 19, 2020 for his new assignment. Imbrenda

1 went to EMS on March 19, 2020 and was assigned to the Telemedicine Unit. In his new assignment,
2 Imbrenda was required to work in a dungeon-like setting during which he worked 12 hour days, was
3 not allowed any time for mandatory exercise, was not provided a County vehicle, and was unable to
4 work overtime. Indeed, Imbrenda was now earning about half of what he earned as the PIO. This
5 was clearly a retaliatory transfer as payback for Imbrenda insisting on his FIBOR rights.

6 21. From there, Imbrenda was moved to Serology testing in mid-May, 2020, for which he
7 was required to drive his personal vehicle to take blood tests in search of coronavirus antibodies in
8 blood of the persons he tested. The experience for him was totally humiliating as employees that he
9 was blood testing made jokes and laughed at his expense as he was clearly being punished for
10 alleged misconduct. Driving his personal vehicle, with hundreds of potentially hazardous blood-
11 born pathogen vials, potentially placed his family's health at risk. He was regularly classified by his
12 fellow firefighters as having been put on "the walk of shame." Imbrenda stayed in Serology until
13 June 1, 2020. Imbrenda's wife was laid off from her job due to the pandemic and financial hardship
14 ensued. Imbrenda asked his Union representative to help him get detailed back to a normal
15 firefighter station. Although Imbrenda promptly put in his request in June, 2020, the Department sat
16 on his request indefinitely. Imbrenda's Union representative Carrier indicated that McCloud stated
17 that once the memo was submitted to him, he would grant his request to be detailed back to a field
18 assignment. Imbrenda submitted the memo through channels to BC Bryan Wells and DC Jon
19 O'Brien and never received a response to this day. Imbrenda was only hoping he would be able to
20 earn an income closer to what he had in the PIO position. Since his request was ignored, he later put
21 in an official transfer request to Fire Station ("FS") 12 in Altadena which became effective
22 September 1, 2020.

23 22. Imbrenda had an impeccable reputation in the Southern California PIO community
24 with extensive earning potential in his post fire service career. That potential is now totally
25 destroyed at this point, as his reputation both inside and outside the Department has been damaged
26 severely.

27 23. Captain Imbrenda to this day does not know what misconduct allegations were made
28 against him, in violation of the FIBOR. The fire department rumor mill is relentless, and Imbrenda's

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1 name is regularly thrown around as an individual who has been terminated or will be terminated
2 soon. Captain Imbrenda has suffered immense, severe psychological stress for months as he
3 wonders if and when the fire department will take the devastating step of eliminating his ability to
4 support his family.

5 24. Captain Imbrenda is informed and believes that at all relevant times, McCloud and
6 others that were involved in this matter were the agents of the LACOFD, and in doing the things
7 herein alleged, they were both acting in the course and scope of such agency with the consent,
8 notification, and permission of the LACOFD. The LACOFD ratified the actions of McCloud and the
9 other LACOFD representatives involved. Defendant is subject to and bound by the acts of its agents
10 and employees. The County is liable for the conduct of those agents either directly or through
11 principles of agency and/or respondent superior, for the acts or omissions of those agents and/or
12 employees who violate state and/or federal law by either engaging in conduct, or failing to prevent
13 conduct that violates federal or state laws, statutes or regulations as set-forth immediately above.

14 25. On September 30, 2020, Plaintiff filed his administrative Government Claim with the
15 County of Los Angeles which was subsequently denied. A true and correct copy of the County's
16 denial of the administrative Government Claim is attached hereto as Exhibit "1."

17 **FIRST CAUSE OF ACTION**

18 **(VIOLATION OF RIGHTS UNDER FIREFIGHTER BILL OF RIGHTS ("FIBOR"), Cal.**

19 **Gov. Code §3260)**

20 **(Against Defendant COUNTY OF LOS ANGELES; and Does 1-25)**

21 26. Plaintiff realleges and incorporates by reference each and every allegation contained
22 in Paragraphs 1 through 25, as set forth above.

23 27. As specifically alleged in paragraphs 9-25 above, Defendant COUNTY maliciously
24 violated Plaintiff's rights under FIBOR with intent to injury him.

25 28. Under Government Code section 3260, the California Superior Court has jurisdiction
26 over a claim for violation of FIBOR.

27 29. As a result of Defendant's action, Plaintiff has suffered actual damages, both
28 economic and non-economic.

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1 **SECOND CAUSE OF ACTION**

2 **(RETALIATION UNDER FIREFIGHTER BILL OF RIGHTS (“FIBOR”), Cal. Gov. Code**
3 **§3254)**

4 **(Against Defendant COUNTY OF LOS ANGELES; and Does 1-25)**

5 30. Plaintiff realleges and incorporates by reference each and every allegation contained
6 in Paragraphs 1 through 29, as set forth above.

7 31. As specifically alleged in paragraphs 9-25 above, Defendant COUNTY maliciously
8 retaliated against Plaintiff with intent to injure him for asserting Plaintiffs’ rights under FIBOR.

9 32. Under Government Code section 3260, the California Superior Court has jurisdiction
10 over a claim for violation of FIBOR.

11 33. As a result of Defendant’s action, Plaintiff has suffered actual damages, both
12 economic and non-economic.

13 **THIRD CAUSE OF ACTION**

14 **(RETALIATION IN VIOLATION OF LABOR CODE SECTION 1102.5)**

15 **(Against Defendant COUNTY OF LOS ANGELES; and Does 1-25)**

16 34. Plaintiff realleges and incorporates by reference each and every allegation contained
17 in Paragraphs 1 through 33, as set forth above.

18 35. Plaintiff has a protected right pursuant to Labor Code §1102.5, wherein he is
19 protected from retaliatory treatment from his employer for reporting or providing information to a
20 government agency or to the employer.

21 36. Defendants have violated Labor Code §1102.5 which provides in pertinent part:
22 “(b) An employer, or any person acting on behalf of the employer, shall not retaliate
23 against an employee for disclosing information, or because the employer believes that
24 the employee disclosed or may disclose information, to a government or law
25 enforcement agency, to a person with authority over the employee or another
26 employee who has the authority to investigate, discover, or correct the violation or
27 noncompliance, or for providing information to, or testifying before, any public body
28 conducting an investigation, hearing, or inquiry, if the employee has reasonable cause

1 to believe that the information discloses a violation of state or federal statute, or a
2 violation of or noncompliance with a local, state, or federal rule or regulation,
3 regardless of whether disclosing the information is part of the employee's job duties.

4 (c) An employer, or any person acting on behalf of the employer, shall not retaliate
5 against an employee for refusing to participate in an activity that would result in a
6 violation of state or federal statute, or a violation of or noncompliance with a local,
7 state, or federal rule or regulation.

8 37. Plaintiff reported violation of his rights under FIBOR to the County. In retaliation,
9 the County engaged in the conduct, alleged above.

10 38. As a result of Plaintiff's complaints, he has suffered adverse employment actions as
11 set forth above.

12 39. As a result of the conduct of the Department, Plaintiff has suffered both economic and
13 non-economic damages.

14 **PRAYER FOR RELIEF**

15 **1. AS TO THE FIRST CAUSE OF ACTION:**

- 16 a. For economic damages;
17 b. For non-economic damages;
18 c. For declaratory and/or injunctive relief;
19 d. For civil and statutory penalties under FIBOR (Gov't Code §3260);
20 e. For attorneys' fees;
21 f. For costs of suit incurred herein; and
22 g. For such further relief as the Court may deem proper and just.

23 **2. AS TO THE SECOND CAUSE OF ACTION:**

- 24 a. For economic damages;
25 b. For non-economic damages;
26 c. For declaratory and/or injunctive relief;
27 d. For civil and statutory penalties under FIBOR (Gov't Code §3260);
28 e. For attorneys' fees;

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- f. For costs of suit incurred herein; and
- g. For such further relief as the Court may deem proper and just.

3. **AS TO THE THIRD CAUSE OF ACTION:**

- a. For economic damages;
- b. For non-economic damages;
- c. For declaratory and/or injunctive relief;
- d. For civil and statutory penalties under California Labor Code §1102.5(f);
- e. For costs of suit incurred herein;
- f. For attorneys' fees;
- g. For such further relief as the Court may deem proper and just.

Dated: November 18 2020

HANEY & YOUNG LLP

By: 
Steven H. Haney Esq.
Kenneth W. Baisch, Esq.
Attorneys for Plaintiff
TONY IMBRENDA

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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial in this matter.

Dated: November 18, 2020

HANEY & YOUNG LLP

By: 
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Kenneth W. Baisch, Esq.
Attorneys for Plaintiff,
TONY IMBRENDA

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EXHIBIT 1

November 13, 2020

HANEY & YOUNG, LLP
Attn: Steven Haney
1055 W. 7th St. #1950
Los Angeles, Ca 90017

Re: Our Principal: County of Los Angeles
 Date of Loss: March 6, 2020
 Claim Number: 20-1162971-0001
 Claimant: Tony Imbrenda
 Your Claim #:

Dear Mr. Haney,

We are the Claims Administrators for the Self-Insured Liability Claims Program for the County of Los Angeles. The above-referenced claim that was filed on your behalf with the County of Los Angeles Board of Supervisors on September 30, 2020 has been referred to us for handling.

Notice is hereby given that the claim you presented to the County of Los Angeles Board of Supervisors on September 25, 2020 was rejected by operation of law on November 13, 2020. No further action will be taken on this matter.

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.

These time limitations apply only to causes of action for which Government Code Sections 900 – 915.4 required you to present a claim. Other causes of action, including those arising under federal law, may have different time limitations.

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.



Very truly yours,
CARL WARREN & COMPANY

Mary Anne Veniegas

Mary Anne Veniegas
Claims Specialist

Enclosure: Proof of Service



PROOF OF SERVICE BY MAIL

STATE OF CALIFORNIA)

) ss.

COUNTY OF LOS ANGELES)

I am employed in the County aforesaid. I am over the age of eighteen years; my business address is:

P.O. Box 116,
Glendale, CA 91209-0116

On November 13, 2020, I served within **REJECTION OF CLAIM OF** Tony Imbrenda, presented to County of Los Angeles (**Claim No. 20-1162971-001**) by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail at NORTH HOLLYWOOD, California, addressed as follows:

HANEY & YOUNG, LLP
Attn: Steven Haney
1055 W. 7th St. #1950
Los Angeles, Ca 90017

I declare under penalty of perjury that the foregoing is true and correct.
Executed on November 13, 2020, at NORTH HOLLYWOOD, California.


Samuel Meza