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DARYN DRUM  
7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **FOR THE COUNTY OF LOS ANGELES - CENTRAL DISTRICT**  
10

11 DARYN DRUM,

12 Plaintiff,

13 v.

14 CITY OF MANHATTAN BEACH; BRUCE  
MOE, in his official capacity as City Manager,  
15 and DOES 1 through 25, inclusive,

16 Defendants.  
17

Case No.: 21STCP02990

**PETITION FOR ADMINISTRATIVE  
MANDAMUS (CODE CIV. PROC.  
§§ 1094.5 and 1085) AND COMPLAINT  
FOR:**

**WHISTLEBLOWER RETALIATION IN  
VIOLATION OF LABOR CODE § 1102.5**

**WRONGFUL TERMINATION IN  
VIOLATION OF PUBLIC POLICY**

**VIOLATION OF THE FIREFIGHTER BILL  
OF RIGHTS, GOV. CODE § 3250 ET SEQ.**

**VIOLATION OF THE RIGHT TO  
FREEDOM OF SPEECH, CAL. CONST.,  
ART. I, SEC. 2 AND U.S. CONST., AMEND.  
I**

**INTENTIONAL INFLICTION OF  
EMOTIONAL DISTRESS**

**DECLARATORY AND  
INJUNCTIVE RELIEF**

**IMAGED FILE**

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ARTIANO SHINOFF

1 Plaintiff, Daryn Drum, hereby alleges and prays as follows:

2 **PARTIES**

- 3 1. Plaintiff Daryn Drum (“Drum”) is, and at all times mentioned herein was, a resident of the  
4 County of Los Angeles, California.
- 5 2. Defendant City of Manhattan Beach (“City of MB”) is, and at all times mentioned herein was,  
6 a general-law city in Los Angeles County authorized to operate by the State of California. The  
7 City of MB was Drum’s employer as defined by Government Code section 12926(d).
- 8 3. Defendant Bruce Moe (“Moe”) is, and at all times mentioned herein was, employed by the City  
9 of MB as its City Manager, and upon information and belief a resident of Los Angeles County.
- 10 4. Defendants’ place of business is 1400 Highland Ave., Manhattan Beach, CA 90266.
- 11 5. The true names and capacities, whether individual, corporate, associate, or otherwise, of  
12 Defendants sued herein as DOES 1 to 25, inclusive, are currently unknown to Drum, who  
13 therefore sues Defendants by such fictitious names under Code of Civil Procedure section 474.  
14 Drum is informed and believes and thereon alleges that each Defendant designated herein as a  
15 DOE is legally responsible in some manner for the unlawful acts referred to herein. Drum will  
16 seek leave of court to amend this Complaint to reflect the true names and capacities of the  
17 Defendants designated hereinafter as DOES when such identities become known.

18 **JURISDICTION AND VENUE**

- 19 6. This Court has subject matter jurisdiction over the Petition for Administrative Mandamus and  
20 each of the Complaint’s causes of action by virtue of the fact that this is a civil action in which  
21 the matter in controversy exceeds \$25,000 and because each cause of action and the  
22 circumstances warranting writ of mandamus arise under the laws of the State of California and  
23 are subject to adjudication in the courts of the State of California.
- 24 7. This Court has personal jurisdiction over City of MB because it is a city operating within Los  
25 Angeles County, California. This Court has personal jurisdiction over Moe because he is an  
26 employee of the City of MB who upon information and belief lives in Los Angeles County,  
27 California.

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1 8. Venue is proper in this Court because the causes of action and circumstances warranting writ  
2 of mandamus arose in Los Angeles County, and the parties are located within Los Angeles  
3 County.

#### 4 **EXHAUSTION OF REMEDIES**

5 9. Drum has exhausted all administrative remedies available to him prior to filing the instant  
6 Complaint and Petition for Writ of Mandamus. Drum files the instant Petition for Writ of  
7 Mandamus and Complaint in order to exhaust the sole judicial remedy available to him, as  
8 there is no other adequate remedy available to him at law.

#### 9 **GENERAL ALLEGATIONS**

10 10. In April 2019, Drum, a thirty-year veteran of emergency services, entered into an employment  
11 agreement with the City of MB to serve as Chief of its Fire Department. Drum, currently aged  
12 56 years old, was honored to have been chosen for this important leadership position, and fully  
13 intended on finishing his career with the City of MB.

14 11. As Fire Chief, the safety of all citizens and inhabitants of the City of MB was Drum's constant,  
15 paramount concern.

16 12. Pursuant to the employment contract between Drum and the City of MB, Drum possessed the  
17 duty and authority to exercise the full powers of the Fire Chief Classification as set forth in the  
18 job specification for the position.

19 13. Pursuant to the job specification for the Fire Chief position, the Fire Chief:  
20 "directs, plans, organizes, budgets, and controls the programs and services of the Fire  
21 Department, including fire prevention and safety inspections, suppression, medical rescue,  
22 emergency planning, training and development, and administration; directs departmental  
23 staffing, budgeting, and capital improvement project planning; instills ethical decision-  
24 making, public responsiveness, and innovation in the delivery of services; participates as a  
25 member of the Executive Management Team; and performs other related duties as assigned."

26 14. Pursuant to the job specification for the Fire Chief position, Drum's duties included evaluating  
27 the effectiveness of Fire Department operations.

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- 1 15. As Fire Chief, Drum reported directly to City Manager Moe, who was his direct supervisor.
- 2 16. Drum had weekly one-one-meetings with Moe to keep Moe apprised of issues relating to the
- 3 Fire Department.
- 4 17. As Fire Chief, Drum received a multitude of compliments and commendations for his work
- 5 performance.
- 6 18. Technology plays an ever-increasingly important role in emergency services and Computer
- 7 Aided Dispatch (CAD) systems are the backbone of the modern dispatch process. After a call
- 8 is reported through the 911 call center, incident information is entered into the CAD system,
- 9 which initiates a particular dispatch response based on various factors including incident
- 10 location, location of assets and type of call. The CAD system is the critical first step in initiating
- 11 the dispatch of emergency resources to an emergency incident.
- 12 19. Upon being hired as Fire Chief, Drum began to familiarize himself with all aspects of the City
- 13 of MB Fire Department. Drum quickly realized that one aspect of the Fire Department which
- 14 required immediate attention was the organization which dispatched Fire Department services
- 15 for the City of MB.
- 16 20. The organization which dispatches Fire Department services for the City of MB is the South
- 17 Bay Regional Public Communications Authority (SBRPCA), also known as the RCC
- 18 (Regional Communications Center). The RCC is a publicly owned regional Fire and Police
- 19 Dispatch center which was formed as a Joint Powers Authority between the cities of Gardena,
- 20 Hawthorne and the City of MB. However, the City of MB is the only city of the three which
- 21 uses the RCC for fire dispatch services.
- 22 21. The Executive Director of the RCC while Drum was Fire Chief was Erick Lee.
- 23 22. Shortly after Drum was hired as Fire Chief, he learned that serious, dangerous vulnerabilities
- 24 existed in the CAD software used by the RCC. Specifically, Drum learned that the CAD system
- 25 in use at the time was originally placed into service in 2000, almost twenty years before he was
- 26 hired as Fire Chief.
- 27 23. The City of MB's CAD system was so antiquated that the vendor which had created the original
- 28 CAD system was no longer able to provide ongoing support for the system.

- 1 24. The City of MB's CAD system did not even have the ability to properly screen calls to  
2 determine the appropriate response for a given situation.
- 3 25. Drum also learned that the vendor platform hired to replace that CAD system, Mark 43, had  
4 no experience building a Fire/EMS CAD and was years behind in the delivery of its product,  
5 which it originally estimated would be ready by September 2017.
- 6 26. Additionally, Drum learned that Mark 43 was the lowest bidder for the project; that the City  
7 of Hawthorne alone authorized the purchase with Mark 43 and would be the owners of the  
8 software; that the Hawthorne Police Chief Michael Ishii was the Project Manager; and that the  
9 City of Hawthorne was to receive a percentage of the purchase price for the project.
- 10 27. Furthermore, Drum learned that the RCC did not possess an effective backup plan in the event  
11 of further delays or failures from Mark 43. This left the RCC and each of its member and  
12 contract agencies, including the City of MB, facing the potential collapse of their 911  
13 dispatching services.
- 14 28. Due to the CAD system's vulnerabilities, Drum requested a copy of the Emergency Operations  
15 Plan for catastrophic failure of the dispatch center. Drum was told that the City of Torrance  
16 was the backup dispatch center, but there was no Emergency Plan outlining the specifics or  
17 details. When asked for details, Lee acknowledged that the RCC was deficient in developing  
18 a backup plan for catastrophic failure.
- 19 29. Drum was extremely concerned with Mark 43's ability to deliver a safe, effective, reliable  
20 CAD system. On multiple occasions, Drum disclosed his concerns to Moe. Moe indicated to  
21 Drum that he shared Drum's concerns and instructed him to keep pushing for a resolution.
- 22 30. During a private meeting with Moe in October 2019, Drum once again disclosed his concerns  
23 relating to the Mark 43 CAD system build.
- 24 31. At Drum's recommendation, Moe requested that the RCC Executive Director Lee serve as  
25 project manager instead of Ishii, as the RCC should have been the organization to take  
26 responsibility for the project, and this change in leadership was made.

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- 1 32. In the November 2019 RCC Executive and User Committee meeting, Moe questioned Lee and  
2 Ishii about the delays and vulnerabilities associated with the project. Both Lee and Ishii were  
3 unable to provide explanations or reasonable answers to Drum's concerns.
- 4 33. On December 10, 2019, at Moe's direction, Drum attended a meeting with Mark 43 staff at  
5 their corporate offices in New York City. Lee and Ishii were also present. Drum reiterated his  
6 concerns regarding the lack of progress on the project and the fact that Mark 43 was now  
7 twenty-seven months behind on what was originally supposed to be a six-month project. Mark  
8 43 staff admitted that they were ill-equipped and inexperienced with regards to creating a fire  
9 dispatch CAD. Drum left the meeting extremely skeptical about Mark 43's ability to complete  
10 the project in a reasonable amount of time. Accordingly, Drum continued to stress to Moe that  
11 Moe needed to take action to ensure the safety of the citizens of the City of MB.
- 12 34. However, throughout January and February 2020, no substantial progress was made. In March  
13 2020, the COVID-19 pandemic created additional, unforeseen challenges that further shifted  
14 the City of MB's focus away from the need to secure an effective CAD system.
- 15 35. Around this time, Moe informed Drum that there was a concern from at least one member of  
16 the City Council that Drum had "gone native," meaning he was overly loyal to the fire union.
- 17 36. In May 2020, Drum again met with Lee and asked for an update on the CAD system and  
18 whether there was an effective backup plan in place. Lee informed Drum that there was no  
19 such "plan B" and Drum accordingly advised that RCC staff begin seeking alternative vendors  
20 to establish the CAD system because Mark 43 had completely failed to do so. Lee advised  
21 Drum that he was reluctant to dedicate additional resources to develop an alternative plan.
- 22 37. Although Moe indicated he shared Drum's concerns about Mark 43, he failed to take  
23 meaningful, lasting steps to address them for the safety of the inhabitants of the City of MB.  
24 Drum specifically told Moe that the Mark 43 CAD system issue was failing the citizens of the  
25 City of MB. Drum had to constantly remind Moe that it was his job to take Drum's concerns  
26 about Mark 43 seriously.
- 27 38. On June 11, 2020, Drum participated in a podcast with City of MB police chief Abell where  
28 he made a comment expressing his support for police and the incredibly difficult job they have

1 in keeping people safe. The comment was: “You’re one good shooting away from civil unrest.”  
2 Drum was using the term “good” to describe something which is “of a noticeably large size or  
3 quantity: considerable.” (See <https://www.merriam-webster.com/dictionary/good>.)

4 39. Neither Abell, Moe, nor any other City of MB official or employee expressed any concern with  
5 the comments to Drum following the podcast.

6 40. In June 2020, Lee advised Drum that Mark 43 had informed him that the CAD system build  
7 would be delayed at least another six to nine months. Lee relayed that Mark 43 was willing to  
8 offer financial incentives to RCC in order to maintain the business.

9 41. During the June 16, 2020 RCC meeting, Drum used a popular expression to explain that he  
10 would support keeping Mark 43 as the CAD vendor as long as the RCC maintained pressure  
11 on Mark 43 to ensure they delivered an effective product in a timely fashion. The comment  
12 was: “I’m comfortable continuing to move forward, but not letting our guard down. And  
13 pardon my vernacular, but not taking our foot of their throat either...I think your foot needs to  
14 be clearly on their throat, and they need to feel it and they need to feel that constant pressure  
15 every single day that we mean business.”

16 42. Drum made absolutely no reference to any news topics or incidents involving law enforcement  
17 at the meeting. Police chiefs, fire chiefs, and other representatives present at the meeting agreed  
18 with the comments and the sentiment he expressed. One individual even be heard saying “I  
19 agree” in the audio recording of the meeting.

20 43. The City of MB failed to undertake an investigation to properly consider the context in which  
21 the statements were made.

22 44. On June 19<sup>th</sup>, 2020, Drum was instructed to meet with Moe and other City of MB officials.  
23 In that meeting, Moe and other City of MB officials pressured Drum to resign. Drum asked  
24 for the chance to think about this difficult, important decision and speak to his family about it  
25 over the weekend, but he was not allowed to do so.

26 45. After pressuring Drum to resign, Moe told Drum that he was terminating his employment  
27 contract with the City of MB. No City of MB officials gave Drum prior notice that he was  
28 going to be reprimanded for his comments, let alone terminated.

- 1 46. The stated reason for Drum’s termination was a difference in “management styles” in addition  
2 to these two comments.
- 3 47. Moe made this decision without affording Drum even a minimal level of due process, civility,  
4 or professionalism by meeting with him to discuss any concerns he may have had with these  
5 comments beforehand.
- 6 48. To add insult to injury, the City of MB published a press release in which it included links to  
7 audio files containing the comments taken completely and purposely out of context.
- 8 49. Moe was quoted in the press release as saying, “We need thoughtful leaders offering voices  
9 that are open and inclusive. Chief Drum’s recent comments do not reflect our core values as a  
10 City, and an immediate change of Fire Department leadership is in the community’s best  
11 interests.”
- 12 50. The clear implication behind Moe’s statement published in the City of MB’s press release was  
13 that Drum is a racist.
- 14 51. On April 21, 2021, a hearing on the appeal of Drum’s termination was held before hearing  
15 officer Tony Butka. The hearing was severely lacking in due process and fundamental fairness.
- 16 52. On several occasions, Butka refused to allow counsel for Drum to introduce testimony and  
17 evidence regarding the retaliatory nature of his termination.
- 18 53. On May 25, 2021, Mr. Butka published his Report and Recommendations in which he  
19 recommended that Drum’s termination was proper, without even addressing Drum’s  
20 arguments in opposition.
- 21 54. On July 6, 2021, the City Council voted to accept Mr. Butka’s recommendation.
- 22 55. On July 15, 2021, the City of MB formally notified Drum of the City Council’s decision to  
23 accept Mr. Butka’s recommendation.
- 24 56. As a direct result of Moe’s and the City Council’s decision, the sterling reputation Drum built  
25 over the course of 30 years in emergency services was destroyed overnight, which effectively  
26 precluded his chances of obtaining alternative employment in his field. Furthermore, he and  
27 his family and have been hounded by media and he has suffered severe emotional distress.

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57. Prior to filing the instant Petition for Writ of Mandamus and Complaint, Drum filed a Claim for Damages to Person with the City of MB, and also received a Right to Sue notice from the Department of Fair Employment and Housing (DFEH), after filing a claim with the DFEH.

**PETITION FOR WRIT OF MANDAMUS**

- 58. Plaintiff incorporates each allegation contained in this Complaint as though set forth herein in full.
- 59. Under the California Constitution, a “person may not be deprived of life, liberty, or property without due process of law.” Cal. Const. art. I, §§ 7, 15.
- 60. The City of MB had a duty to treat employees, including Drum, in a nondiscriminatory manner, and in a manner that conforms with fundamental fairness and due process.
- 61. Drum had a beneficial interest in the City of MB’s performance of its duties.
- 62. The City of MB failed to perform its duty and abused its discretion in the performance of its duty.
- 63. The City of MB had, and still has, the ability to perform its duty, reinstate Drum, and rectify its grave miscarriage of justice.
- 64. Drum hereby petitions the court for a writ of mandamus directing the City of MB to vacate the decision of its City Council; ordering Drum’s reinstatement as Fire Chief; awarding Drum damages in back pay and emotional distress; and awarding Drum costs of suit and reasonable attorney fees. (Code Civ. Proc., §§ 1085, 1094.5, 1095.)
- 65. Drum has no further administrative appeal available to him. Having exhausted his administrative remedies, Drum has no speedy, adequate remedy at law available to him to reverse the City Council’s decision other than to file the instant Petition.

**COMPLAINT**

**FIRST CAUSE OF ACTION**

**WHISTLEBLOWER RETALIATION IN VIOLATION OF LABOR CODE § 1102.5**

66. Plaintiff incorporates each allegation contained in this Complaint as though set forth herein in full.

1 67. Whistleblowers are protected from retaliation by law. At all relevant times, Labor Code section  
2 1102.5 prohibited the City of MB from retaliating against any employee, including Drum, for  
3 opposing actual or reasonably perceived violations of law, for raising complaints of actual or  
4 reasonably perceived violations of law, or for otherwise reporting actual or reasonably  
5 perceived improper governmental activities.

6 68. Labor Code section 1102.5 protects a public employee who reports a suspected violation  
7 directly to his public entity employer.

8 69. Drum disclosed his concerns relating to the CAD system project and the vendor, Mark 43, to  
9 his supervisor, Moe, in weekly one-one-meetings, on numerous occasions.

10 70. Pursuant to the City of MB Municipal Code, Title 2, Chapter 2.04.070, it was Moe's duty to  
11 see that all City laws and ordinances were properly enforced.

12 71. The first duty of government is the protection of its citizens. The City of MB had a duty and  
13 responsibility to "establish and improve emergency communication procedures [.]" (Gov.  
14 Code, 53100.5(d).)

15 72. Emergency services are governed by statutes such as the Federal Fire Prevention and Control  
16 Act.

17 73. Drum believed there existed, and disclosed his concerns relating to, conflict-of-interest  
18 violations associated with the City of Hawthorne and the Police Chief Ishii's involvement in  
19 the project, to Moe. (Government Code, § 1090.)

20 74. Drum believed there existed, and disclosed his concerns relating to, gift of public funds  
21 violations associated with the City of Hawthorne and the Hawthorne Police Chief's  
22 involvement in the project, to Moe. Drum also believed there existed and disclosed his  
23 concerns relating to gift of public funds violations regarding the Mark 43 project in general  
24 and the multiple delays associated with it.

25 75. Drum reasonably believed the City's failure to secure competent CAD services constituted  
26 waste, fraud, and abuse, and repeatedly disclosed his concerns relating to such waste, fraud,  
27 abuse to Moe.

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1 76. Drum believed the City's failure to secure competent CAD services constituted a violation of  
2 law.

3 77. Defendants' actions against Drum, as alleged above, constitute unlawful retaliation in  
4 employment in violation of Labor Code section 1102.5, because Defendants terminated  
5 Drum's employment on account of Drum's disclosure of information to persons with authority  
6 over him that Drum had reasonable cause to believe described violations of state or federal law  
7 or a violation of or noncompliance with a local, state, or federal rule or regulation.

8 78. As a direct result of the City of MB's decision to terminate him for disclosing said concerns,  
9 the sterling reputation Drum built over the course of 30 years in emergency services was  
10 destroyed overnight, which effectively precluded his chances of obtaining alternative  
11 employment in his field. Furthermore, Drum and his family were hounded by media and he  
12 has suffered severe emotional distress.

13 79. As a result of Defendants' actions against Drum, Drum has suffered general and special  
14 damages in amount according to proof.

## 15 **SECOND CAUSE OF ACTION**

### 16 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

17 80. Plaintiff incorporates each allegation contained in this Complaint as though set forth herein in  
18 full.

19 81. The law imposes a duty on all employers to refrain from terminating an employee in violation  
20 of public policy.

21  
22 82. At all relevant times, Defendants were bound by the provisions of FEHA, the Labor Code, and  
23 the Firefighters Bill of Rights, and the City of MB Municipal Code.

24 83. The provisions of law forbid termination in retaliation for an employee engaging in lawful  
25 activity.

26 84. Drum was terminated for an unlawful reason. Additionally, Drum was unfairly pressured to  
27 resign prior to his termination, and the appeal of Drum's termination was conducted without  
28 fundamental fairness and due process.

1 85. As a direct result of the City of MB's decision to terminate him for disclosing his reasonable  
 2 concerns, the sterling reputation Drum built over the course of 30 years in emergency services  
 3 was destroyed overnight, which effectively precluded his chances of obtaining alternative  
 4 employment in his field. Furthermore, Drum and his family were hounded by media and he  
 5 has suffered severe emotional distress.

6 86. As a result of Defendants' actions against Drum, Drum has suffered general and special  
 7 damages in amount according to proof.

### 8 **THIRD CAUSE OF ACTION**

#### 9 **VIOLATION OF THE FIREFIGHTER BILL OF RIGHTS, GOV. CODE § 3250 ET SEQ.**

10 87. Plaintiff incorporates each allegation contained in this Complaint as though set forth herein in  
 11 full.

12 88. It is unlawful for a public agency such as the City of MB to deny any firefighter the rights and  
 13 protections of California's Firefighters Procedural Bill Of Rights Act ("Firefighters Bill of  
 14 Rights"). (Gov. Code, §§ 3250-3262; 53101.)

15 89. Pursuant to the Firefighters Bill of Rights, "A fire chief shall not be removed by a public agency  
 16 or appointing authority without providing that person with written notice, the reason or reasons  
 17 for removal, and an opportunity for administrative appeal." (Gov. Code, § 3254(c).)

18 90. The Firefighter's Bill of Rights requires that a fire chief be afforded a hearing before being  
 19 terminated.

20 91. The hearing which was provided to Drum was woefully lacking any meaningful degree of due  
 21 process and fundamental fairness.

22 92. As a direct result of the City of MB's decision to terminate him for disclosing his reasonable  
 23 concerns, the sterling reputation Drum built over the course of 30 years in emergency services  
 24 was destroyed overnight, which effectively precluded his chances of obtaining alternative  
 25 employment in his field. Furthermore, Drum and his family were hounded by media and he  
 26 has suffered severe emotional distress.

27 93. As a result of Defendants' actions against Drum, Drum has suffered general and special  
 28 damages in amount according to proof.

1 94. In doing the acts herein alleged, Defendants acted with the intent to injure Drum. Drum is  
2 therefore entitled to a civil penalty of \$25,000. (Gov. Code, § 3260.)

3 **FOURTH CAUSE OF ACTION**

4 **VIOLATION OF THE RIGHT TO FREEDOM OF SPEECH, CAL. CONST., ART. I, SEC. 2**  
5 **AND U.S. CONST., AMEND. I**

6 95. Plaintiff incorporates each allegation contained in this Complaint as though set forth herein in  
7 full.

8 96. Under the California Constitution, “Every person may freely speak, write and publish his or  
9 her sentiments on all subjects, being responsible for the abuse of this right. A law may not  
10 restrain or abridge liberty of speech[.]” (Cal. Const., Art I, Sec. 2(a).)

11 97. Freedom of speech is also protected under the First Amendment to the United States  
12 Constitution.

13 98. Drum was pressured to resign and ultimately terminated for exercising his freedom of speech,  
14 speech on an important matter of public concern.

15 99. As a direct result of the City of MB’s decision to terminate him for exercising his freedom of  
16 speech, the sterling reputation Drum built over the course of 30 years in emergency services  
17 was destroyed overnight, which effectively precluded his chances of obtaining alternative  
18 employment in his field. Furthermore, Drum and his family were hounded by media and he  
19 has suffered severe emotional distress.

20 100. As a result of Defendants’ actions against Drum, Drum has suffered general and special  
21 damages in amount according to proof.

22 **FIFTH CAUSE OF ACTION**

23 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

24 101. Plaintiff incorporates each allegation contained in this Complaint as though set forth  
25 herein in full.

26 102. Defendants’ discriminatory and retaliatory actions against Drum constituted extreme  
27 and outrageous misconduct and caused him severe emotional distress. Not only did Defendants  
28 unlawfully terminate Drum, they published a press release which included links to the

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comments at issue taken purposefully out of context and a statement from Moe which essentially labeled Drum as a racist.

103. Defendants knew that retaliating against Drum for disclosing his reasonable concerns about violations of law and for exercising his freedom of speech, including by depriving him of his livelihood and publicly shaming him, would cause Drum extreme hardship and distress. Defendants' actions thus constituted extreme and outrageous conduct.

104. As a direct result of the City of MB's extreme and outrageous conduct, the sterling reputation Drum built over the course of 30 years in emergency services was destroyed overnight, which effectively precluded his chances of obtaining alternative employment in his field. Furthermore, Drum and his family were hounded by media and he has suffered severe emotional distress.

105. As a result of Defendants' actions against Drum, Drum has suffered general and special damages in amount according to proof.

**PRAYER FOR RELIEF**

106. WHEREFORE, plaintiff, Daryn Drum, in addition to his Petition for Writ of Mandamus, prays for judgment against defendants as follows:

- 1. For general and special damages according to proof;
- 2. For civil penalties, according to proof;
- 3. For reasonable attorney fees;
- 4. For costs of suit incurred;
- 5. For pre-judgment and post-judgment interest on all awarded damages;
- 6. For such further relief as the Court may deem just and proper;
- 7. For declaratory and injunctive relief.

Dated: September 10, 2021

ARTIANO SHINOFF

By: \_\_\_\_\_  
Daniel R. Shinoff  
Maurice A. Bumbu  
Attorney for Petitioner/Plaintiff DARYN DRUM

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**VERIFICATION**

I am the petitioner and plaintiff in this action. All facts alleged in the above petition and complaint are true of my own personal knowledge.  
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

  
\_\_\_\_\_  
Daryn Drum

9/3/21  
\_\_\_\_\_  
Dated

ARTIANO SHINOFF