



\*7694053\*

1 John Houston Scott (SBN 72578)  
Lizabeth N. de Vries (SBN 227215)

2 **SCOTT LAW FIRM**  
1388 Sutter Street, Suite 715

3 San Francisco, CA 94109  
4 Tel: (415) 561-9600  
5 Fax: (415) 561-9609  
john@scottlawfirm.net  
liza@scottlawfirm.net

6 Attorneys for Plaintiff,  
7 Deborah Edgerly

**FILED**  
**ALAMEDA COUNTY**

JUL 06 2009

CLERK OF THE SUPERIOR COURT

By Molly Egan Deputy

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **COUNTY OF ALAMEDA – NORTHERN DIVISION**

11 DEBORAH EDGERLY,

12 Plaintiff,

13 v.

14 CITY OF OAKLAND and Does 1-25,  
15 inclusive,

16 Defendants.

Case No. **RG 09 46 12 20**

**COMPLAINT FOR DAMAGES AND  
INJUNCTIVE RELIEF**

- 1) Retaliation in violation of Cal. Lab. Code §1102.5(c) and the Oakland City Charter;
- 2) Retaliation in violation of Cal. Lab. Code §1102.5(c) and Cal. Gov't Code §§ 3201 and 3204;
- 3) Retaliation in violation of Cal. Lab. Code §1102.5(c) and Cal. Gov't Code §§ 87100 and 87102.8;
- 4) Gender discrimination in violation of the Fair Employment & Housing Act.

**SUMMONS ISSUED**

**JURY TRIAL DEMANDED**

SCOTT LAW FIRM  
1388 SUTTER STREET, SUITE 715  
SAN FRANCISCO, CA 94109

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

1 Plaintiff DEBORAH EDGERLY, complains against the City of Oakland and Does 1-25  
2 and alleges as follows:

3 PARTIES

4 1. Plaintiff Deborah Edgerly is an African-American woman who resides in Alameda  
5 County and served as the City Administrator for the City of Oakland before she was terminated.

6 2. Defendant City of Oakland (the "City") is a municipal entity in Alameda County.

7 3. The true names and capacities, whether individual, corporate, associate or  
8 otherwise, of defendants Does 1 through 25, are unknown to the plaintiff, who therefore sues said  
9 defendants by such fictitious names. Plaintiff is informed and believes and thereon alleges that  
10 each of the defendants designated herein as a defendant was responsible in some manner for the  
11 events and happenings referred to herein. Plaintiff will amend the complaint when the true  
12 identities of the unknown defendants become known.

13 4. The City of Oakland is a public entity and public employer that can only act  
14 through its employees and agents. It can be liable by virtue of Cal. Gov't. Code §§ 815.2 and  
15 815.6.

16 5. At all times herein mentioned Mayor Ronald Dellums was an agent or employee of  
17 the City of Oakland and was acting within the course and scope of this agency/employment.

18 6. Plaintiff alleges on information and belief that Mayor Ronald Dellums was  
19 married to Cynthia Dellums who served as an advisor to and agent of the Mayor.

20 7. In doing the acts or omissions complained of defendants and their agents and  
21 employees acted in concert with each other.

22 8. Plaintiff exhausted her administrative remedies and complied with the  
23 requirements of California Government Code §§ 910 *et seq.* Plaintiff filed a tort claim against the  
24 City of Oakland on December 23, 2008, which the City rejected in a letter dated January 7, 2009.  
25 Plaintiff filed a complaint with the Department of Fair Employment & Housing ("DFEH") on  
26 March 27, 2009. The DFEH issued a right-to-sue letter on March 31, 2009.

27 ///

28 ///

FACTS RELEVANT TO ALL CAUSES OF ACTION

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

9. Former City Administrator Robert Bobb appointed plaintiff Deborah Edgerly to serve as the City of Oakland’s Finance Director in 1997.

10. In 2003, Mayor Jerry Brown terminated the then-City Manager Robert Bobb and appointed Deborah Edgerly to serve as the acting City Manager. In February 2004, Edgerly was appointed as the permanent City Manager. In November 2004, based upon a Charter change, Edgerly’s title was changed to City Administrator.

11. Edgerly served as the City of Oakland’s City Administrator from then until she was terminated on July 1, 2008.

12. The City of Oakland has a Charter (“City Charter”) which describes the roles and duties of its officials.

13. The City Charter empowers the City Administrator with duties articulated in Sections 502-504 which include, but are not limited to, the following powers to:

- a. designate assistants or department heads to serve as Acting City Administrator during any temporary absence or disability of the City Administrator (Section 502);
- b. “appoint, assign, reassign, discipline and remove all directors or heads of departments” and all employees under her jurisdiction (Section 503);
- c. execute and enforce all laws and ordinances of the City Council (Section 504(a); and,
- d. control and administer the financial affairs of the City (Section 504(e)).

14. The City Charter empowers its Mayor with duties described in Section 305 which include appointment and removal of the City Administrator (Section 305(e)). The Mayor does not have authority to make any other personnel decisions.

15. The City Charter’s Section 1200 prohibits officials from participating on behalf of the City in any transaction or activity in which he has a conflict of interest as defined by state law.

16. The City Charter’s Section 1208 renders any Charter violation a misdemeanor.

SCOTT LAW FIRM  
1388 SUTTER STREET, SUITE 715  
SAN FRANCISCO, CA 94109

1 17. Plaintiff alleges on information and belief that beginning in January 2007, Mayor  
2 Ronald Dellums enlisted his wife, Cynthia Dellums, to serve as his advisor.

3 18. Ms. Dellums invited Edgerly to attend standing meetings with her at the Dellums's  
4 home, which Edgerly declined. Thereafter, Ms. Dellums began coming to City Hall to (1) meet  
5 with the Mayor and Edgerly on a regular basis and (2) request Edgerly perform a list of tasks.

6 19. During all relevant times, Ms. Dellums had apparent authority to speak on behalf  
7 of the Mayor. She would regularly meet with Edgerly's department heads and staff, attend  
8 meetings, and give staff direction. Edgerly specifically asked Ms. Dellums to speak directly with  
9 her before going to her staff, which Ms. Dellums refused to do. Instead, Ms. Dellums repeatedly  
10 had unauthorized meetings with department heads and staff.

11 20. On several occasions Mayor Dellums or Ms. Dellums requested that Edgerly meet  
12 with them in order to allow the Mayor to assume certain duties and responsibilities of the City  
13 Administrator. For example, Mayor Dellums and Ms. Dellums attempted to persuade or influence  
14 Edgerly to make personnel changes including but not limited to the following.

- 15 a. In March-April 2008, Ms. Dellums directed Edgerly to hire Gene Hazzard.  
16 Hazzard worked on the Mayor's campaign. Edgerly told Ms. Dellums that the  
17 position she wanted to place him in was occupied by an incumbent. Ms. Dellums  
18 told Edgerly that she did not care if there was an incumbent in this position and  
19 directed Edgerly to "just fire" him. Edgerly refused to fire the incumbent.
- 20 b. In April 2008, Ms. Dellums directed Edgerly to fire Aliza Gallo, the then-  
21 Employment Services Supervisor, so she could be replaced by Gay Cobb. Like  
22 Hazzard, Cobb worked on the Mayor's campaign. Edgerly refused to fire Gallo.
- 23 c. In April-May 2008, David Chai, Chief of Staff to Mayor Dellums, informed  
24 Edgerly that Ms. Dellums wanted Edgerly to terminate Bill Noland, then-Finance  
25 and Management Director. Edgerly refused to fire Noland.
- 26 d. In approximately May 2008, Ms. Dellums directed Edgerly to fire Karen Boyd,  
27 Assistant to the City Administrator. Edgerly refused to fire Boyd.

28

SCOTT LAW FIRM  
1388 SUTTER STREET, SUITE 715  
SAN FRANCISCO, CA 94109

1 e. In June 2008, Mayor Dellums requested Edgerly have the Chief of the Oakland  
2 Police Department report to the Interim Community Economic Development  
3 Director, Dan Lindheim, rather than to her. Edgerly refused this request.

4 21. On several occasions, Mayor Dellums and/or Ms. Dellums and/or another person  
5 from the Mayor's office attempted to influence Edgerly and/or her staff to authorize payment for  
6 expenditures which she did not believe were lawful because they violated the City Charter or  
7 other state laws and regulations, including but not limited to the following:

- 8 a. During 2008 on a number of occasions, Ms. Dellums and/or Chai requested  
9 Edgerly provide office space and purchase 5 computers and desks for Ms.  
10 Dellums' proposed Public and Private Partnership staff. Edgerly refused these  
11 requests.
- 12 b. In approximately April-May 2008, Chai presented Edgerly with a written request  
13 for a 5% salary increase and a bonus to get reimbursed for expenses incurred  
14 during the Mayor and his wife's trip to South Africa, which he paid for with his  
15 personal credit card. Edgerly refused to process this request.
- 16 c. In approximately May 2008, Sarah Schlenk, then-Budget Manager, forwarded  
17 Edgerly a bill that she had received from the Mayor's Office which requested  
18 payment for Ms. Dellums's cell phone. Edgerly refused this request.
- 19 d. In approximately May 2008, at a meeting held at the Dellums's home, Ms.  
20 Dellums asked Edgerly to pay for their residential PG&E bill for approximately  
21 \$1,600.00. Edgerly refused this request.

22 22. On or about June 19, 2008, Mayor Dellums wrote a letter to the City Administrator  
23 that effective immediately "no actions be taken, nor should any decisions be made within the City  
24 Administrators Office other than working on RFP (Request for Proposal) process for the  
25 transition." The plaintiff alleges on information and belief that this directive contravenes the  
26 authority explicitly placed in the City Administrator's Office by the City Charter.

27 23. On or about June 20, 2008, Mayor Dellums sent out an email notifying numerous  
28 staff and department heads, who under the City Charter reported to the City Administrator, that

SCOTT LAW FIRM  
1388 SUTTER STREET, SUITE 715  
SAN FRANCISCO, CA 94109

1 they now would report to him. The plaintiff alleges on information and belief that this directive  
2 contravenes the authority explicitly placed in the City Administrator’s Office by the City Charter.

3 24. On or about June 23, 2008, Mayor Dellums made statements in a meeting attended  
4 by agency directors of his intention to take actions in violation of the City Charter. The Mayor  
5 stated that it was his intention to act as the Chief Executive Officer and relegate the City  
6 Administrator to the capacity of Chief Operating Officer , thereby “flattening the organization”  
7 and abrogating to the Mayor those authorities explicitly conferred upon the City Administrator by  
8 the City Charter. The Mayor further stated if anyone objected they could “take him to court and  
9 sue him.”

10 25. On Tuesday, June 24, 2008, at a press conference with the Mayor and Edgerly, the  
11 plaintiff stated that she would be retiring on July 31, 2008, with the understanding that the Mayor  
12 would honor the October 2007 memo that outlined plaintiff’s retirement plans. The memorandum  
13 included several stipulations, including Edgerly’s agreement to assist the Mayor’s transition plan  
14 by becoming a contractor for the City.

15 26. In letters dated Friday, June 27, 2008, Mayor Dellums violated the terms of his  
16 agreements with the plaintiff and placed Edgerly on involuntary administrative leave through July  
17 31, 2008. Further, he named Dan Lindheim to serve as Acting City Administrator, effective  
18 immediately.

19 27. At all relevant times, Deborah Edgerly performed her duties for the City of  
20 Oakland in a satisfactory manner.

21 28. In a letter dated Tuesday, July 1, 2008, Mayor Dellums terminated Edgerly  
22 effective immediately.

23 29. The Mayor told Edgerly that his decision to place her on administrative leave  
24 effective June 24, 2008 and terminate her effective July 1, 2008, was based partly on advice from  
25 City Attorney John Russo. Russo was an advisor to the Mayor in the decision to terminate her.

26 30. On several occasions, Russo requested and received salary advances from the City.  
27 In February or March 2008, Edgerly determined that Russo had been overpaid \$4,200 in salary  
28 advances. She requested Russo reimburse the City for this amount. Russo refused to do so.

1 31. In a letter dated July 7, 2008, the Office of the City Attorney described the reasons  
2 for Edgerly's termination:

3 The Mayor has stated that the City has experienced disruption that can no longer be  
4 permitted to continue. That disruption . . . is directly attributable to Edgerly's refusal to  
5 retire, accept Administrative Leave, confer with the Mayor on important decisions such as  
6 the appointment of an Acting City Administrator (whom she "appointed" with no  
7 consultation), and her refusal to relinquish control over OPD [Oakland Police  
Department] to the Mayor's designee (whom she assailed in her June 30, 2008 letter as  
incompetent for that role).

8 32. The plaintiff alleges on information and belief that Mayor Dellums appointed Dan  
9 Lindheim to serve as Edgerly's replacement so that Mayor Dellums could act as Oakland's *de*  
10 *facto* City Administrator.

11 33. Unlike her male predecessors, Edgerly was not allowed the opportunity to  
12 negotiate a separation agreement or resign with a severance agreement.

13 34. Edgerly alleges on information and belief that Mayor Dellums has also caused  
14 other female employees to be terminated because of their gender including but not limited to  
15 Cheryl Thompson and Marcia Meyers.

16  
17 DAMAGES

18 35. Plaintiff has suffered and will continue to suffer general damages including  
19 humiliation, embarrassment, emotional distress, and damage to her reputation due to the  
20 defendants' acts and omissions in an amount to be determined according to proof.

21 36. Plaintiff has suffered and will continue to suffer losses of income, earnings,  
22 promotions, bonuses, and benefits.

23 37. Plaintiff has suffered and will continue to suffer damage to her career and earning  
24 capacity in an amount to be determined according to proof.

25 38. Plaintiff was required to retain counsel and is entitled to costs and attorneys' fees  
26 should she prevail in this action.

27 ///

28 ///

SCOTT LAW FIRM  
1388 SUTTER STREET, SUITE 715  
SAN FRANCISCO, CA 94109

SCOTT LAW FIRM  
1388 SUTTER STREET, SUITE 715  
SAN FRANCISCO, CA 94109

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

**FIRST CAUSE OF ACTION**

[Retaliation in violation of Cal. Lab. Code §§ 1102.5(c); City Charter]

39. The plaintiff hereby re-alleges and incorporates by reference as though fully set forth herein all prior paragraphs of this complaint

40. Cal. Labor Code § 1102.5(c) was operative at all relevant times in this litigation and states: “ An employer may not retaliate against an employee for refusing to participate in an activity that would result in a violation of state or federal statute, or a violation or noncompliance with a state or federal rule or regulation.”

41. The Oakland City Charter was operative at all relevant times and describes the duties and authority of the City’s officials including the City Administrator and Mayor.

42. On several occasions, Mayor Dellums requested Edgerly violate the City Charter.

43. Because Edgerly refused to comply with these requests, she was terminated.

WHEREFORE, plaintiff prays for relief as hereinafter set forth.

**SECOND CAUSE OF ACTION**

[Retaliation in violation of Cal. Lab. Code §§ 1102.5(c);  
Cal. Gov’t Code §§ 3201 and 3204]

44. The plaintiff hereby re-alleges and incorporates by reference as though fully set forth herein all prior paragraphs of this complaint.

45. Cal. Labor Code § 1102.5(c) was operative at all relevant times and states: “ An employer may not retaliate against an employee for refusing to participate in an activity that would result in a violation of state or federal statute, or a violation or noncompliance with a state or federal rule or regulation.”

46. Cal. Gov’t Code § 3201 and 3204 were also operative at all relevant times. Cal. Gov’t Code § 3201 states: “The Legislature finds that political activities of public employees are of significant statewide concern. The provisions of this chapter shall supercede all provisions on this subject in the general law of this state or any city, county, or city and county charter. . . .”

///

///

1 47. Cal. Gov't Code § 3204 states:

2 No one who holds . . . any office or employment in a state or local agency, shall,  
3 directly or indirectly, use, promise, threaten or attempt to use, any office,  
4 authority, or influence, whether then possessed or merely anticipated, to confer  
5 upon or secure for any individual person, or to aid or obstruct any individual  
6 person in securing, or to prevent any individual person from securing, any  
7 position, nomination, confirmation, promotion or change in compensation or  
8 position, within the state or local agency, upon consideration or condition that the  
9 vote or political influence or action of such person or another shall be given or  
10 used in behalf of, or withheld from, any candidate, officer, or party, or upon any  
11 other corrupt condition or consideration. This prohibition shall apply to urging or  
12 discouraging the individual employee's action.

13 48. On several occasions Mayor Dellums requested Edgerly aid or prevent individuals  
14 to secure a position, promotion, discipline, or change in position within the City of Oakland.

15 49. Because Edgerly refused to comply with these requests, she was terminated.

16 WHEREFORE, plaintiff prays for relief as hereinafter set forth.

17 **THIRD CAUSE OF ACTION**

18 [Retaliation in violation of Cal. Lab. Code §§ 1102.5(c); and  
19 Cal. Gov't Code §§ 87100 and 87102.8]

20 50. The plaintiff hereby re-alleges and incorporates by reference as though fully set  
21 forth herein all prior paragraphs of this complaint

22 51. Cal. Labor Code § 1102.5(c) was operative at all relevant times and states: " An  
23 employer may not retaliate against an employee for refusing to participate in an activity that  
24 would result in a violation of state or federal statute, or a violation or noncompliance with a state  
25 or federal rule or regulation."

26 52. Cal. Gov't Code §§ 87100 and 87102.8 were operative at all relevant times.  
27 Section 87100 states: "No public official at any level of state or local government shall make,  
28 participate in making or in any way attempt to use his official position to influence a  
governmental decision in which he knows or has reason to know he has a financial interest."

53. On several occasions, Mayor Dellums used his position to influence Edgerly to  
make governmental decisions in which he knew or had reason to know that he had a financial  
interest.

SCOTT LAW FIRM  
1388 SUTTER STREET, SUITE 715  
SAN FRANCISCO, CA 94109

1 54. Because Edgerly refused to comply with these requests, she was terminated.  
2 WHEREFORE, plaintiff prays for relief as hereinafter set forth.

3  
4 **FOURTH CAUSE OF ACTION**  
5 [FEHA, Cal. Gov. Code § 12940 *et seq.*]

6 55. The plaintiff hereby re-alleges and incorporates by reference as though fully set  
7 forth herein all prior paragraphs of this Complaint.

8 56. At all times relevant, Cal. Gov't. Code § 12940 was in effect prohibiting  
9 discrimination based on gender.

10 57. In doing the acts and omissions alleged herein, defendants discriminated against  
11 the plaintiff based on her gender in violation of the Fair Employment & Housing Act. The  
12 discrimination alleged herein was a motivating factor in causing damages to the plaintiff.

13 WHEREFORE, plaintiff prays for relief as hereinafter set forth.

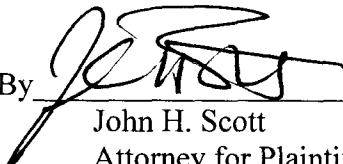
14 **PRAYER FOR RELIEF**

15 WHEREFORE, plaintiff prays for judgment against defendants, as follows.

- 16 1. For compensatory and economic damages according to proof;
- 17 2. For general damages according to proof;
- 18 4. For an award of attorneys' fees and costs;
- 19 5. For injunctive relief designed to remedy the unlawful practices alleged herein;
- 20 6. For prejudgment interest; and,
- 21 7. For other and further relief as the Court may deem just, necessary, and appropriate.

22  
23 Dated: July 6, 2009

SCOTT LAW FIRM

24  
25 By   
26 John H. Scott  
27 Attorney for Plaintiff,  
28 Deborah Edgerly

F:\Cases\Cases - Active\Edgerly, Deborah\Pleadings\Complaint.Final.070609.doc

SCOTT LAW FIRM  
1388 SUTTER STREET, SUITE 715  
SAN FRANCISCO, CA 94109