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SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA
(CIVIL UNLIMITED JURISDICTION)

HANSEL ALEJANDRO AGUILAR,

Plaintiff,

vs.

CITY OF BERKELEY; ADENA ISHII,
INDIVIDUALLY AND AS AN EMPLOYEE OF THE
CITY OF BERKELEY; AND DOES 1 TO 100.

Defendants.

Case No.:

PLAINTIFF’S COMPLAINT AND
DEMAND FOR JURY TRIAL1.
VIOLATION OF WHISTLEBLOWER
PROTECTION STATUTE [CAL. LAB.
CODE SEC. 1102.5]
2. RETALIATION [FEHA];
3. INTERFERENCE AND RETALIATION
IN VIOLATION OF CFRA;
4. DISCRIMINATION [FEHA];
5. HARASSMENT [FEHA];
6. WRONGFUL DISCHARGE IN
VIOLATION OF PUBLIC POLICY;

PUNITIVE DAMAGES

DEMAND FOR A JURY TRIAL

INTRODUCTION

This action arises from Defendants, a municipality and its mayor, retaliating against Plaintiff by improperly terminating his employment. Specifically, Plaintiff was the Director of the Office of Police Accountability (“ODPA”) for the City of Berkeley. Plaintiff received complaints from citizens alleging that the City’s Police Department instituted policies of racism and used excessive force against civilians. Plaintiff attempted to investigate these complaints by executing lawful subpoenas on the police department.

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1 Following Plaintiff's attempts to execute subpoenas on the Police Department, the Mayor
2 acted in concert with the Police Department to unlawfully discriminate against Plaintiff and
3 undermine his ODPa investigations. The unlawful acts taken by Defendants included harassing
4 Plaintiff, obstructing Plaintiff's access to police department records, implementing a hiring
5 freeze in such a manner as to limit the authority of the Office of Police Accountability and deter
6 investigations; interfering with Plaintiff's right to Family Medical Leave; and ultimately
7 terminating Plaintiff without notice and without cause. Defendants' actions were unlawfully
8 taken with the intent to retaliate against Plaintiff and/or to prevent him from engaging in
9 Constitutionally protected activities. Consequently, Plaintiff brings these claims.

10 JURISDICTION AND VENUE

11 1. This case involves employment actions that were completed within the county of
12 Alameda and involve more than \$35,000 in damages. Accordingly, this Court's unlimited civil
13 division has jurisdiction over this dispute.

14 2. Venue is proper in this Court because the harms alleged in this claim occurred in
15 Alameda County. Consequently, the witnesses and evidence are located within this jurisdiction.
16 Each Defendant resides, works, and/or does substantial business within this jurisdiction. As a
17 result, venue is proper in this Court.

18 PARTIES

19 3. Plaintiff Dr. Hansel Aguilar, Ph.D. is a well-qualified 38-year-old Afro-Honduran
20 American (hereinafter, "Plaintiff"). At all times alleged herein, Plaintiff worked as the Director
21 of the Office of Police Accountability for the City of Berkeley.

22 4. On information and belief, Defendant City of Berkeley (hereinafter, "City") is a
23 municipality that employs more than 50 people working in the State of California. At all times
24 alleged herein, Defendant City owned, operated, controlled, and managed the Office of the
25 Mayor for the City of Berkeley, the Berkeley City Council, as well as the Berkeley Police
26 Department.

27 5. Defendant ADENA ISHII was, at all relevant times, the Mayor of the City of

1 Berkeley. Plaintiff is informed and believes, and thereon alleges, that Defendant Ishii personally
2 participated in, directed, ratified, and/or aided conduct relevant to the claims alleged herein,
3 including conduct bearing on Plaintiff's evaluation process, public participation before Council,
4 leave-related treatment, and the events leading to Plaintiff's removal.

5 6. On information and belief, the Police Accountability Board (hereinafter, "PAB") is
6 a civilian run department in the City of Berkeley that was established in order to promote public
7 trust through independent and objective civilian oversight of the Police Department. PAB's goal
8 is to provide community participation in setting and reviewing Police Department policies,
9 practices, and procedures, and to provide a means for prompt, impartial and fair investigation of
10 complaints brought by members of the public against sworn employees of the Berkeley Police
11 Department.

12 7. The true names and capacities, whether individual, corporate, or otherwise, of
13 Defendants Does 1-100 inclusive, are unknown to Plaintiff, who therefore sues them by such
14 fictitious names. Plaintiff will seek leave to amend this Complaint to allege their true names and
15 capacities when they have been ascertained. Plaintiff is informed and believes and thereon
16 alleges that each of the fictitiously named Defendants is responsible in some manner for the
17 occurrences herein alleged and that Plaintiffs' damages as herein alleged were proximately
18 caused by those Defendants. At all times herein mentioned, Defendants Does 1-100 inclusive
19 were the agents, servants, employees, or attorneys of their co-Defendants, and in doing the things
20 hereinafter alleged, were acting within the course and copy of their authority as those agents,
21 servants, employees, or attorneys, and with the permission and consent of their co-Defendants.

22 8. Plaintiff is informed and believes, and based thereon alleges, that at all relevant times,
23 each Defendant was the agent of the other Defendant, and in doing the things herein alleged,
24 each Defendant was acting in the course and scope of such agency with the consent, notification,
25 and permission of each of the other Defendant. Each Defendant ratified the actions of the other
26 Defendants and named employees as alleged herein.

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FACTS

9. Dr. Hansel Aguilar is a 38-year-old Afro-Honduran American male that holds a Ph.D. in Sociology and over 10 years of experience working in the field of police oversight across the United States. On or about October 24, 2022, after a national search, Plaintiff was hired to work as the Director of Police Accountability for the City of Berkeley. Plaintiff's work was governed by a written employment agreement with the City.

9. Under the agreement, within three months of Plaintiff's appointment, the City Council was required to "jointly establish objective, verifiable measures" of evaluating Plaintiff's performance for the first year. Further, for each subsequent year during the term of the agreement, the parties were to establish objective and verifiable performance measures and goals for Plaintiff.

10. Although Dr. Aguilar regularly attempted to establish these objective based performance measures for his Director position, Defendant City failed to comply with the duties laid out in the employment agreement. Specifically, Defendants, each of them, failed to establish the required objective and verifiable performance measures; Defendants failed to provide any annual evaluation or implement the evaluative structure that was required under the employment agreement. Even when Plaintiff informed the Mayor and City Council that it was not in compliance with the employment contract, Defendants failed to institute a performance review process.

11. On March 18, 2023, in a good-faith effort to initiate the collaborative evaluation process contemplated by the contract, Plaintiff submitted a written Proposal for the Evaluation of the Director of Police Accountability to the Mayor and City Council. Plaintiff, a seasoned oversight practitioner, attempted to jump-start that collaboration by submitting the written evaluation proposal directly to the Mayor and City Council. The proposal contained a strategic framework, yearly goals, performance criteria, methodology, and a weighted matrix designed to allow the City Council to evaluate the Director using objective and verifiable measures. Despite receiving that framework, Defendants did not adopt, implement, or otherwise use it to conduct the required evaluation process.

1 12. Even after March 2023, Plaintiff continued to regularly request performance
2 evaluations both publicly and privately. In one instance, Plaintiff requested the evaluations from
3 the Mayor’s Office because the Mayor appeared at times to act as Plaintiff’s supervisor. In
4 response, Plaintiff was repeatedly told by the Mayor and City Council that a consultant would be
5 hired to undertake Plaintiff’s performance evaluation process. Defendants represented to Plaintiff
6 verbally and in writing that the City “would get to [Plaintiff’s] evaluation eventually.”

7 13. In fact, however, during the entire three-year tenure that Plaintiff worked as the
8 Director of Police Accountability, Defendants failed to hire or deploy a consultant. Defendants
9 also failed to conduct a contractually compliant performance evaluation. Thus, the Mayor and
10 the City Council operated in violation of the agreement for the entire three-year period.

11 Berkeley PD Obstructed ODPa Investigations:

12 14. The purpose of the Director of the Office of Police Accountability is to investigate
13 complaints filed against sworn employees of the Berkeley Police Department, to reach
14 independent findings as to the facts, and, to recommend corrective action where warranted. The
15 Director of Police Accountability may also take actions to assist the Board in carrying out the
16 duties prescribed herein.

17 15. The Director of Police Accountability shall assess the conduct of the sworn employee
18 of the Police Department in light of the facts discovered through the investigation, state and
19 federal law, and the policies, practices, procedures, and personnel rules of the City and Berkeley
20 Police Department. In addition to the duties prescribed, upon receipt of a complaint by the
21 Police Accountability Board, the Director of Police Accountability shall ensure a timely,
22 thorough, complete, objective and fair investigation into the complaint.

23 16. The ODPa is responsible for timely investigating all complaints filed with the
24 Director of Police Accountability. The time limit for completion of an investigation shall be one
25 hundred and twenty (120) days of the City’s discovery by a person authorized to initiate an
26 investigation of an alleged act, omission, or other misconduct, unless a Government Code
27 exception applies.

1 17. To carry out these duties, the Director of Police Accountability has the authority to
2 hire and dismiss consultants and additional investigators. He or she may also hire a Chief
3 Investigator, and, when there is a conflict of interest pursuant to Section 15, hire outside legal
4 counsel, subject to receiving budgetary authority from the City Council.

5 18. No City employee, officer, official or member of the Police Accountability Board
6 shall attempt to interfere or undermine the work of the Director of Police Accountability or any
7 employee of the ODPa in the performance of the duties and responsibilities set forth in this
8 Charter or by Ordinance. Charter Art. XVIII, sec. 125(18)(f)

9 19. Violations of Charter and ordinance provisions carry penalty consequences under
10 Charter Art. XI, sec. 114 and Berkeley Municipal Code (“BMC”) section 1.20.010, underscoring
11 that interference with ODPa’s Charter-mandated duties is conduct the City’s own governing
12 framework should treat as serious and prohibited.

13 20. Further, the Director of Police Accountability and Police Accountability Board may
14 issue subpoenas to compel the production of books, papers, and documents, and the attendance
15 of persons to take testimony, as needed to carry out its duties and functions. Charter Art. XVIII,
16 sec. 125(20)(c)

17 21. During his tenure as the Director of Police Accountability, Plaintiff engaged in
18 protected activity by objecting to and reporting conduct that he reasonably believed violated the
19 Berkeley City Charter; the U.S. Constitution; California Constitution; the California Labor Code,
20 and the Berkeley Interim Regulations, including the following acts:

21 Acts of Harassment and Discrimination Taken Against Plaintiff by City Officials:

22 22. On April 12, 2023, approximately six months into Plaintiff's tenure, Plaintiff sent a
23 memorandum to Councilmember Harrison documenting issues related to BPD's lack of
24 cooperation with Charter deadlines. The memorandum cited the cooperation requirement of
25 Charter Section 125(20)(a), identified specific categories of records and information access being
26 delayed or denied, and offered supporting data documenting specific instances. Therein, Plaintiff
27 identified that the Berkeley Police Depart seemed to delay his access to records and data, lacked

1 timely response to requests for information, and the resulting impact on ODPAs ability to
2 complete its Charter-mandated work.

3 23. In response to Plaintiff's professional documentation of cooperation issues, then-
4 acting Police Chief Jennifer Louis sent a written communication accusing Plaintiff of, among
5 other things, "repeated fabrications and stretching of facts" and acting "intentionally to discredit
6 the integrity of the department." On May 9, 2023, Councilmember Harrison read these
7 accusations from Acting Chief Louis into the public record at the City Council meeting. These
8 comments by Chief Louis were recklessly, willfully, and/or deliberately intended to injure the
9 reputation of Plaintiff in an effort to retaliate against him for making claims that the Berkeley
10 Police Department was violating the City Charter by delaying investigations into law
enforcement actions that potentially violated the 4th Amendment of the U.S. Constitution.

11 24. In addition, Plaintiff also engaged in the following protected acts and directed his
12 staff to engage in the following protected acts:

13 * issuing an internal report to City Council and the mayor disclosing the BPD's failure to
14 cooperate with ODPAs investigations was obstructing investigations and violating the Berkeley
15 City Charter (see April 12, 2023, Memo);

16 * formal memoranda to Council members and the mayor disclosing how the application
17 of a hiring freeze to a Charter-established oversight office violated the City Charter and
18 obstructed ODPAs investigations (ultimately preventing enforcement of 4th Amendment rights)¹;

19 * reported to California Attorney General of potentially illegal record keeping practices
20 by the City in an effort to obtain legal clarification concerning the lawful handling of police
oversight records;

21 * issuance and attempted enforcement of subpoenas in order to obtain records related to
22 officer abuse of authority, racist law enforcement policies, and the use of excessive force by
23 officers;

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26 ¹ The hiring freeze was instituted against ODPAs in a discriminatory manner that was not applied to other City
27 departments. The City choose to restrict the hiring of OPDA investigators that were essential to ODPAs being able to
complete its investigations within the 120 day turn around period.

1 * asserting his right to protected leave through complaints to the California Civil Rights
2 Department.

3 22. Plaintiff's protected activity became increasingly public, inconvenient, and adverse to
4 the positions taken by City leadership. Defendants responded by criticizing Plaintiff in public
5 even though the City and the City Council failed to make any effort to establish a performance
6 evaluation process.

7 23. In October 2025, after Plaintiff brought forward Council items in his capacity as a
8 Charter Officer concerning ODPa authority and investigative integrity, Councilmembers and the
9 Mayor targeted Plaintiff with public criticism. Plaintiff objected on the record that he had
10 consistently asked for performance evaluations for years and that it was inappropriate to receive
11 a public performance critique without a proper evaluation process.

12 24. On or about February 9, 2026, the City Council held a closed session meeting and
13 vote without giving Plaintiff notice. Thereafter, Plaintiff was informed via letter from the mayor
14 that the Council had voted to remove Plaintiff from his position as Director of Police
15 Accountability and placed him on administrative leave through approximately March 10, 2026.

16 26. At the time Defendants decided to remove Plaintiff, multiple forms of protected
17 activity remained active and ongoing. Because the City of Berkeley Police Department had
18 consistently obstructed and delayed Plaintiff and his ODPa department access to vital records
19 needed to complete use of force investigations, Plaintiff had issued subpoenas to the Berkeley
20 Police Department that were in active litigation.

21 27. Plaintiff also filed a California Civil Rights Department complaint that remained
22 pending against Defendants.

23 28. Plaintiff has continued to make internal and external reports of legal and structural
24 noncompliance with the City Charter. Defendants' decision to remove Plaintiff thus occurred
25 while protected activity remained live, unresolved, and adverse to positions taken by City
26 leadership.

27 29. Plaintiff has satisfied, will satisfy, or is excused from satisfying all administrative
28 prerequisites to the causes of action asserted herein, including any applicable California Civil

1 Rights Department procedures and right-to-sue requirements, before entry of judgment on any
2 cause of action requiring such exhaustion.

3 30. Plaintiff has performed all conditions, covenants, and promises required on his
4 part to be performed, except those excused, prevented, or waived by Defendants.

5 31. Article XVII, section 125, subdivision (4)(a) provides that the PAB and the
6 Director of Police Accountability are independent of the Berkeley City Manager's office.

7 32. The ODPA is a Charter-established civilian oversight office created to carry out
8 independent police-accountability functions, including investigation of complaints against sworn
9 Berkeley Police Department personnel, support of the Police Accountability Board ("PAB"),
10 review of records, policy work, and related accountability duties.

11 33. Over the course of Plaintiff's tenure, Defendants repeatedly represented that a
12 consultant would be hired to conduct or facilitate the evaluation process. Defendants
13 nevertheless failed to timely retain or use such a consultant before removing Plaintiff.

14 34. Throughout Plaintiff's tenure, the ODPA was denied access to records and not
15 permitted to operate with the independence set out the Berkeley City Charter. Plaintiff observed
16 that the Mayor placed restriction placed upon the ODPA and otherwise influenced the City
17 Council to obstruct ODPA investigations.

18 35. Plaintiff possessed a good faith and reasonable belief that these actions
19 constituted Charter noncompliance, improper restriction of ODPA and PAB records access,
20 interference with ODPA's lawful authority, and structural impediments to the office's
21 independent oversight role. Thereby, the City of Berkeley created a culture where the Police
22 Department was allowed to violate 4th Amendment rights of the citizen complainants and prevent
23 any investigation by non-cooperation with ODPA.

24 39. Plaintiff challenged restrictive interpretations of ODPA and PAB authority to
25 obtain internal police records and communicated to City leadership that such interpretations were
26 not well supported by the Charter's structure and purpose.

27 40. Plaintiff reported that Berkeley Police Department personnel were failing to
28 adhere to Charter deadlines and cooperation expectations, thereby delaying ODPA's work.

1 41. Plaintiff also raised concerns regarding the secure, lawful, and compliant handling
2 of confidential personnel materials and criminal-justice information, including concerns relating
3 to CJIS/CLETS issues and the lack of secure systems or protocols necessary to support ODPA’s
4 Charter duties.

5 42. Plaintiff sought legal clarification concerning those issues from internal and
6 external channels when local guidance did not adequately resolve them.

7 43. On May 20, 2025, the City Council directed the City Manager to work with
8 Charter Officers to develop a hiring-freeze plan and address vacant positions.

9 44. On May 21, 2025, Plaintiff informed Defendants complained in a written legal
10 and operational memorandum to the Mayor, Council, City Attorney, City Manager, Deputy City
11 Manager, and Police Accountability Board Chair. In that memorandum, Plaintiff warned that
12 applying a hiring freeze to ODPA would impair Charter compliance, make required investigative
13 timelines impossible to meet, and jeopardize the office’s ability to perform legally mandated
14 duties. Plaintiff further recommended either that ODPA be fully exempted from the hiring freeze
15 or, at minimum, that ODPA be permitted to apply the City Manager’s exemption criteria to its
16 critical vacant roles.

17 45. As a direct result, ODPA lost the ability to timely staff critical positions and
18 publicly reported that active complaints and policy matters would be administratively closed,
19 paused, or impaired because of reduced capacity.

20 46. In carrying out ODPA’s duties, Plaintiff sought records in active misconduct
21 matters and, when those requests were delayed, narrowed, or denied, he pursued formal records
22 requests and administrative subpoenas under the ODPA’s Charter authority.

23 47. On June 10, 2025, Petitioner received a written complaint which alleged
24 misconduct on the part of officers of the City of Berkeley Police Department¹ in relation to a
25 sweep of an encampment of unhoused individuals. Generally, the complaint made allegations
26 that officers violated policies of the Berkeley Police Department pertaining to public recording
27 of law enforcement activity and that officers violated the constitutional rights of a member of the
28 public.

1 48. In order to fulfill the purpose of the Office of the Director of the Police
2 Accountability to “investigate complaints filed against sworn employees of the Berkeley Police
3 Department, to reach an independent finding as to the facts and recommend corrective action
4 where warranted,” Petitioner, in his capacity as Director of Police Accountability, made a request
5 on July 14, 2025, to Respondent which sought various records pertaining to the underlying
6 incident. This request was made pursuant to Berkeley City Charter Article XVIII, Section 125,
7 Subdivision (20)(a) Respondent provided some, but not all of the requested records.

8 49. On August 13, 2025, Petitioner issued an administrative subpoena, once again
9 seeking records related to the underlying incident. A true and correct copy of the administrative
10 subpoena is attached hereto as Exhibit A (redacted to protect the confidential personnel
11 information of the involved officers). This administrative subpoena was directed to Respondent
12 in her capacity as Chief of Police for the City of Berkeley. Before and during that dispute,
13 Plaintiff sought clarification regarding the City’s position and ODPa’s ability to enforce
14 subpoena rights.

15 50. Plaintiff was advised by the City Attorney’s Office that a conflict existed between
16 ODPa/PAB and the City with respect to the subpoena dispute and that outside counsel could be
17 pursued if the ODPa had budgetary means to pursue or through a special allocation by Council.
18 Plaintiff sought process clarification, was given referrals to outside counsel, and acted in reliance
19 on what he reasonably understood to be ODPa’s Charter duties, and the conflict framework
20 presented to him by the City’s legal counsel.

21 44. In later court filings, however, the City took the position that Plaintiff lacked
22 authority to initiate the enforcement action without prior Council approval and budgetary
23 authorization and disclaimed having advised Plaintiff on the prerequisites for filing suit.

24 45. At the time of Plaintiff’s removal, the subpoena and records-enforcement dispute
25 remained a live and active matter.

26 46. During June-September of 2025, Plaintiff engaged in additional protected activity,
27 including asserting rights relating to family-care leave and pursuing protected civil-rights
28 activity, including a complaint to the California Civil Rights Department.

1 47. Defendants were aware of Plaintiff’s protected administrative and leave-related
2 activity before deciding to remove him.

3 49. Mayor Ishii recklessly, willfully, and/or intentionally attempted to prevent
4 Plaintiff from speaking at Council meetings by telling him that it was “inappropriate” for him to
5 participate in public comment during Council meetings on matters within ODPa’s purview.
6 Plaintiff explained that established practice had allowed the Director of Police Accountability to
7 address the full Council openly, including under the prior Mayor.

8 50. Plaintiff observed that multiple Berkeley Police Department officers were
9 permitted to participate in public comment in support of a policing-related item while Plaintiff
10 had previously been discouraged from speaking in a similar forum. Defendants did not provide
11 Plaintiff with a clear, neutral, or consistently applied basis for this differential treatment.

12 51. Plaintiff also requested a closed-session meeting or closed-session opportunity to
13 address issues concerning his role and performance, but those requests were denied or not
14 meaningfully acted upon.

15 52. Mayor Ishii also participated in and/or supported decisions affecting Plaintiff’s
16 leave-related or remote-work-related requests during a period in which Plaintiff was asserting
17 protected rights.

18 53. Mayor Ishii further represented, directly or indirectly, that a consultant would be
19 retained to conduct or facilitate charter-officer evaluations, including Plaintiff’s, but that process
20 was not timely implemented before Plaintiff’s removal.

21 54. Between September and October 2025, Plaintiff exercised his role as a Charter
22 Officer to bring forward Council items concerning ODPa authority and investigative integrity.

23 55. Under the City Council Rules of Procedure then in effect, “Charter Officer”
24 expressly included the Director of Police Accountability, and Charter Officers were among the
25 persons authorized to place matters on the Council agenda.

26 56. During and around that October 2025 Council process, Plaintiff encountered
27 resistance and pressure from City officials concerning whether the item should proceed to full
28 Council.

1 57. When the matter reached Council, several councilmembers and the Mayor
2 publicly criticized Plaintiff's judgment, priorities, and approach, characterizing him as being in
3 constant opposition, as exhibiting a pattern, and as focusing on matters they believed should not
4 be pursued in that manner.

5 58. As Plaintiff had previous been a member of law enforcement and worked
6 cooperatively with law enforcement in the recent past, these representations were false.

7 59. Notwithstanding Plaintiff's on-the-record objection and the acknowledged
8 absence of a contractually compliant evaluation process, Defendants did not timely implement
9 the promised consultant-led evaluation structure.

10 60. In December 2025, the City Council convened a closed-session discussion
11 concerning Plaintiff's performance.

12 61. Plaintiff's separation became final on March 10, 2026. Under applicable law and
13 City policy, Plaintiff was entitled to timely payment of all wages and accrued but unused leave
14 due upon separation.

15 62. Defendants failed to issue a timely payment for Plaintiff's remaining accrued
16 leave at the time of separation.

17 63. Plaintiff did not receive the check covering his remaining accrued leave until
18 March 20, 2026.

19 64. Plaintiff's removal, administrative leave, and delayed payment of accrued leave
20 were adverse employment actions and/or forms of post-separation economic harm.

21 65. Plaintiff is informed and believes, and thereon alleges, that his protected activity,
22 taken together and individually, was a contributing factor in Defendants' decision to remove
23 him.

24 66. Plaintiff is further informed and believes, and thereon alleges, that Defendants
25 lacked clear, documented, legitimate, and independently sufficient grounds to remove him and
26 cannot establish by clear and convincing evidence that they would have taken the same action
27 absent Plaintiff's protected activity.

28 67. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered
and continues to suffer loss of income, loss of employment benefits, delayed payment of earned

1 compensation, emotional distress, reputational and professional harm, and other damages
2 according to proof.

3 FIRST CAUSE OF ACTION
4 Violation of Labor Code Sections 1102.5 et seq. (Whistleblower)
5 [Plaintiff v. City of Berkeley; and Does 1 through 100.]

6 68. Plaintiff realleges and incorporates by reference paragraphs 1 through 67 as pled
7 fully herein.

8 69. Plaintiff disclosed information, objected to conduct, and otherwise engaged in
9 activity protected by Labor Code section 1102.5, including but not limited to reporting, objecting
10 to, and seeking redress for conduct he reasonably believed violated the Berkeley City Charter,
11 interfered with ODPAs lawful authority, obstructed records access necessary to carry out
12 Charter duties, improperly impaired a Charter office through application of a hiring freeze,
13 conflicted with applicable confidentiality and records-handling laws, and otherwise exposed the
14 City to legal noncompliance.

15 70. Plaintiffs protected activity included, among other things: reporting Charter
16 noncompliance and lack of cooperation; objecting to restrictive legal interpretations of ODPAs
17 and PAB authority; objecting in formal memoranda to the application of the hiring freeze to
18 ODPAs; raising confidential-records compliance concerns; issuing and attempting to enforce
19 administrative subpoenas; pursuing records-enforcement litigation in his official capacity; and
20 engaging in protected administrative and leave-related activity of which Defendants were aware.

21 71. Defendants subjected Plaintiff to adverse employment action, including but not
22 limited to discriminatory removal from office without cause; administrative leave; and the
23 wrongful denial of severance payments due under the employment contract.

24 72. Plaintiffs protected activity was a contributing factor in Defendants' decision to
25 subject Plaintiff to adverse action.

26 73. Defendants cannot prove by clear and convincing evidence that they would have
27 taken the same action for legitimate, independent reasons in the absence of Plaintiffs protected
28 activity.

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2 87. Plaintiff realleges and incorporates by reference paragraphs 1 through 86, as pled
3 fully herein.

4 88. Plaintiff asserted rights protected by the California Family Rights Act.

5 89. Defendant City interfered with, restrained, denied, retaliated against, and/or
6 considered Plaintiff adversely in connection with the exercise of those rights, including through
7 burdensome handling of leave-related requests and adverse treatment following Plaintiff's leave-
8 related activity.

9 90. Plaintiff suffered harm as a direct and proximate result of Defendant City's
10 conduct. Defendants' actions were a substantial factor in causing Plaintiff to suffer wage loss,
11 loss of retirement benefits, loss of severance pay, loss of promotions, loss of opportunity for
12 career advancement, loss of professional reputation, and severe emotional distress all in an
13 amount to be proven at trial.

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FOURTH CAUSE OF ACTION

HARASSMENT IN VIOLATION OF FEHA Cal. Gov't Code sec. 12923, 12940 et seq.
[Plaintiff v. City of Berkeley; and Does 1 to 100.]

17 91. Plaintiff realleges and incorporates by reference paragraphs 1 through 90, as pled
18 fully herein.

19 92. On each of the above-cited dates, Plaintiff has disclosed activity that he believed
20 violated the Berkeley Charter, MOU, and Constitutional Law.

21 93. Defendants subjected Plaintiff to harassing conduct because Plaintiff disclosed that
22 Defendants had violated the City Charter, MOU, and had obstructed citizen constitutional rights.

23 94. The harassing conduct was severe and pervasive in that it took place on multiple dates
24 over two years at the job. Further, these actions negatively affected all aspects of Plaintiff's
25 employment as well as severely injured his emotional and mental health.

26 95. A reasonable person in Plaintiff's circumstance would have considered the work
27 environment to be hostile, intimidating, offensive, oppressive, or abusive.

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1 96. Plaintiff considered the work environment to be hostile, intimidating, offensive,
2 oppressive, and abusive.

3 97. As Mayor, Defendant Ishii was a supervisor that took part in the harassing conduct.
4 Further, Defendant City, knew and/or should have known about Defendants' conduct but failed
5 to take steps to prevent it or stop it.

6 97. Defendants' actions were a substantial factor in causing Plaintiff to suffer each of the
7 harms that were previously alleged above including wage loss, loss of retirement benefits, loss of
8 promotions, loss of opportunity for career advancement, loss of professional reputation, loss of
9 severance, loss of benefits, and severe emotional distress all in an amount to be proven at trial.

9 WHEREFORE, Plaintiff prays for the damages as set forth below.

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11 FIFTH CAUSE OF ACTION

12 WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY
13 [Plaintiff v. City of Berkeley; and Does 1 to 100.]

14 98. Plaintiff incorporates by reference each paragraph previously alleged above in
15 paragraphs 1-97, as pled fully herein.

16 99. On each of the above-cited dates, Plaintiff made both written and verbal disclosures
17 that the actions of Defendants, each of them violated. At all times alleged herein, Plaintiff was
18 subjected to working conditions that violated public policy, including but not limited to
19 violations of his rights under the Fair Employment and Housing Act, the Cal. Labor Code section
20 1102.5, among other statutory and constitutional rights. These laws created a clear public policy
21 in favor of preventing discrimination; harassment; and/or retaliation based upon Plaintiff's
22 disclosure of illegal activity at his workplace.

23 100. At all times alleged herein, Defendant intentionally created or knowingly permitted
24 these working conditions.

25 101. Defendants, each of them, unlawfully terminated Plaintiff in response to his
26 disclosure of unlawful activities at the workplace.

27 102. As a direct and proximate result of Defendant's unlawful conduct, Plaintiff suffered
28 and will continue to suffer economic and non-economic compensatory damages for which

1 Defendant is liable, including but not limited to pain and suffering, and the loss of past and
2 future damages, equitable relief, attorneys' fees, and costs.

3 103. Defendant committed the acts herein alleged maliciously, fraudulently, and
4 oppressively in conscious disregard for Plaintiff's rights, and Plaintiff is entitled to recover
5 punitive damages from Defendant in an amount according to proof. The unlawful conduct
6 alleged above was engaged in and/or ratified by the officers, directors, supervisors and/or
7 managing agents of Defendant and each of them, who were acting at all times relevant to this
8 Complaint within the scope and course of their employment.

9 WHEREFORE, Plaintiff prays for the following relief.

10 PRAYER FOR RELIEF

11 Wherefore, Plaintiff prays for judgment against Defendants as follows:

- 12 1. For general damages according to proof;
- 13 2. For special damages including past and future lost earnings, salary, benefits, and other
14 economic losses according to proof;
- 15 3. For damages for emotional distress and mental suffering according to proof;
- 16 4. For compensatory damages according to proof;
- 17 5. For punitive damages against the individual defendant according to proof;
- 18 6. For declaratory and injunctive relief as permitted by law;
- 19 7. For reinstatement and/or front pay in lieu thereof, as appropriate;
- 20 8. For prejudgment interest as permitted by law;
- 21 9. For attorney's fees and costs as authorized by statute;
- 22 10. For costs of suit herein incurred;
- 23 11. For such other and further relief as the Court deems just and proper.

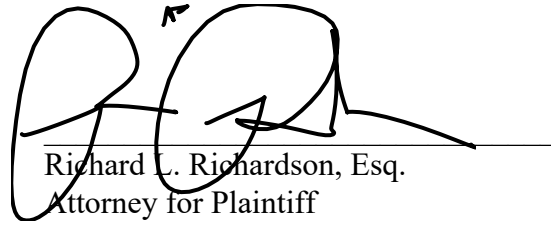
24 Date: May 15, 2026


Richard L. Richardson, Esq.

JURY TRIAL DEMANDED

Plaintiffs hereby demand a trial by jury of all issues which are subject to adjudication by a trier of fact.

Dated: May 15, 2026



Richard L. Richardson, Esq.
Attorney for Plaintiff