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8 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF LOS ANGELES, STANLEY MOSK COURTHOUSE**

10

11 BRYAN K. BATISTE, an individual,

12 **PLAINTIFF,**

13 v.

14 CITY OF COMPTON, an incorporated California
15 municipality, and DOES 1 through 100, inclusive,

16 **DEFENDANTS.**

17

CASE No:

**COMPLAINT AND JURY TRIAL
DEMAND**

**1. WRONGFUL DISCHARGE IN
VIOLATION OF PUBLIC POLICY**

**2. WHISTLEBLOWER RETALIATION
[LABOR CODE § 1102.5]**

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19 On information and belief, Plaintiff BRYAN K. BATISTE complains against Defendants
20 CITY OF COMPTON and DOES 1 through 100, inclusive, as follows:

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22 **I. THE PARTIES**

23 1. Plaintiff BRYAN K. BATISTE (“Plaintiff” or “Mr. Batiste”) is, and at all relevant
24 times was, a legal resident of the State of California. From approximately April 10, 2010 to August
25 21, 2017, Mr. Batiste was employed by Defendant City of Compton.

26 2. Defendant CITY OF COMPTON (“Compton”) is, and at all relevant times was, an
27 incorporated California municipality, with administrative headquarters located at 205 South
28 Willowbrook Avenue, Compton, California 90220.

1 **IV. FACTS COMMON TO ALL CLAIMS**

2 9. Mr. Batiste was first employed by Compton beginning April 10, 2010 as Deputy Fire
3 Chief. For a period of one week in October 2011, Mr. Batiste was appointed City Manager by the
4 City Council. On or about January 24, 2012, Compton, acting through its City Council, approved a
5 written Agreement under which Mr. Batiste would serve as City Manager until Compton selected a
6 permanent City Manager or for a six-month period, whichever occurred earlier. During both periods
7 of service as City Manager, Mr. Batiste continued to serve, simultaneously, as Deputy Fire Chief. At
8 all times mentioned herein, Mr. Batiste performed his work competently and conscientiously with
9 respect to every job position he held, and regularly received plaudits from Compton for his work
10 performance and accomplishments.

11 10. As City Manager, Mr. Batiste’s primary responsibilities, as defined by the Charter of
12 the City of Compton (the “Charter”), as it existed in January 2012, were to serve as “the chief
13 executive officer and the head of the administrative branch of the City Government” and to “be
14 responsible to the City Council for the proper administration of all affairs of [Compton] excepting
15 such matters for which elective officers are made responsible by this Charter.” Compton authorized
16 Mr. Batiste, as City Manager, to approve disbursements of less than five thousand dollars to persons
17 or organizations to whom Compton incurred an obligation, without requiring anyone else’s approval
18 In performing this responsibility, Mr. Batiste was required to approve or deny, among others, the
19 occasional requests of members of the Compton City Council for disbursements of Compton’s
20 money.

21 11. Janna Zurita has been a member of Compton’s City Council since approximately June
22 2011, and including throughout Mr. Batiste’s entire term as City Manager.

23 12. At all times during Mr. Batiste’s tenure as City Manager, Ms. Zurita was aware that
24 Mr. Batiste possessed the authority to approve the issuance of City of Compton checks in amounts
25 less than \$5,000, and without the necessity of obtaining the City Council’s, or anyone else’s,
26 approval.

27 13. Beginning in January 2012, and on multiple occasions during Mr. Batiste’s tenure as
28 City Manager, Ms. Zurita personally instructed Mr. Batiste to approve particular disbursements, in

1 the form of checks issued by Compton, to persons and organizations whom Ms. Zurita designated,
2 but to whom Compton had not incurred an obligation and who were otherwise not entitled to any
3 payment by Compton, and then to mail such checks to the payees. On each of these occasions, Ms.
4 Zurita and Mr. Batiste knew that issuing such checks would constitute fraud; further, on each of these
5 occasions Ms. Zurita knew that Mr. Batiste was aware that the issuance of such checks would
6 constitute fraud. On each of these occasions, Mr. Batiste refused Ms. Zurita's instruction to issue a
7 fraudulent payment.

8 14. On the occasions when Ms. Zurita instructed Mr. Batiste to issue fraudulent checks
9 drawn on a Compton bank account, the payee was some person or organization who did not merit
10 such a payment, but whom Ms. Zurita owed a personal debt to, or whose favor Ms. Zurita sought to
11 obtain a financial or political gain. Further, all such instructions for disbursements had a nexus to a
12 corrupt motive. As such, Ms. Zurita's instructions to Mr. Batiste to issue such checks constituted
13 fraud and political graft, which fact was known to Ms. Zurita at the time. Further, Ms. Zurita was
14 aware that such instructions to Mr. Batiste, if carried out, would implicate Mr. Batiste in her scheme
15 of fraud and graft against Compton and that, in doing so, Mr. Batiste would violate the Charter in
16 addition to state and federal statutes and regulations. Ms. Zurita further calculated that making Mr.
17 Batiste an instrument of her scheme of fraud and political graft would ensure that he would not report
18 these violations of law to any public officials.

19 15. Ms. Zurita usually issued the foregoing instructions to Mr. in Mr. Batiste's office, face
20 to face. When Mr. Batiste refused to issue such fraudulent checks, Ms. Zurita became visibly angry,
21 and angrily insisted that Mr. Batiste comply with her instruction to issue such fraudulent checks.
22 Nonetheless, Mr. Batiste refused to approve the issuance of any check demanded by Ms. Zurita
23 which, to Mr. Batiste's knowledge, was not warranted by a lawful obligation on the part of Compton
24 to the proposed payee of such a check.

25 16. As City Manager, Mr. Batiste had authority to approve the hiring or termination of all
26 Compton administrative employees. Beginning in January 2012, Ms. Zurita frequently came in
27 person to Mr. Batiste to demand that he fire certain Compton employees. Ms. Zurita's stated reason
28 for these demands was that she held a personal grudge against them that was unrelated to their work

1 performance. Moreover, beginning in January 2012, Ms. Zurita frequently came in person to Mr.
2 Batiste to demand that he hire her family members and friends outside of union procedures, even
3 when no budgeted job position existed for these persons to fill. As of January 2012, Ms. Zurita was
4 aware that her personnel demands to Mr. Batiste expressly violated the Compton City Charter,
5 Section 602, "Interference in Administrative Service."

6 17. On Friday, February 24, 2012, Mr. Batiste met in person with Compton City Attorney
7 Craig J. Cornwell, Esq. The purpose of this meeting was to inform the Compton City Attorney about
8 Ms. Zurita's attempts to force Mr. Batiste to approve and mail Compton checks in amounts less than
9 \$5,000, and for no lawful purpose, to particular persons and organizations of Ms. Zurita's choice.
10 Another purpose was to inform the Compton City Attorney of Ms. Zurita's improper demands that
11 Mr. Batiste fire certain Compton employees because of personal grudges and that he hire certain of
12 her friends and family members. During this meeting, Mr. Cornwell acknowledged that the
13 foregoing coercion by Ms. Zurita was unlawful, and stated his intention to investigate Mr. Batiste's
14 allegations against Ms. Zurita. However, in the event, Mr. Cornwell never took any steps to
15 investigate Mr. Batiste's allegations of Ms. Zurita's fraudulent scheme. Nonetheless, Mr. Batiste is
16 informed and believes that Mr. Cornwell informed Ms. Zurita of Mr. Batiste's allegations that she
17 ordered Mr. Batiste to issue fraudulent checks, that she demanded that he terminate certain of her
18 personal enemies, and that she demanded that he hire certain of her friends and family members.

19 18. According to persons with personal knowledge, and who reported this knowledge
20 privately to Mr. Batiste, Ms. Zurita became aware, at least as early as March 2012, that Mr. Batiste
21 had reported her attempts to coerce him into issuing fraudulent Compton checks, to fire certain of her
22 personal enemies, and to hire certain of her family members and friends to the Compton City
23 Attorney. These persons further reported that Ms. Zurita was angry at Mr. Batiste for making such
24 reports, and that Ms. Zurita intended to have Compton fire Mr. Batiste.

25 19. Moreover, since approximately March 2012, Mr. Batiste learned, in conversations
26 with Compton officials and employees with personal knowledge, that Mr. Batiste was on Ms. Zurita's
27 "enemies list" and that Ms. Zurita often angrily denounced Mr. Batiste to Compton officials and
28 employees. Through these conversations with Compton officials and employees, Mr. Batiste learned

1 that Ms. Zurita was attempting to persuade Compton officials, including fellow councilmembers, to
2 eventually support Mr. Batiste’s termination. Accordingly, in or about July 2012, Mr. Batiste
3 exercised his option, under the Agreement, to resign his position as City Manager and return full-time
4 to the Compton Fire Department as Deputy Fire Chief. Even after resigning as City Manager,
5 persons with personal knowledge continued to inform Mr. Batiste that Ms. Zurita was determined to
6 have Mr. Batiste terminated from his employment with Compton.

7 20. In July 2015, Compton promoted Mr. Batiste to Interim Fire Chief, a position he held
8 until his termination.

9 21. On or about March 20, 2017, Compton’s City Manager, Cecil W. Rhambo Jr., notified
10 Mr. Batiste, in person and in the form of a memorandum, that the City was placing him on immediate
11 administrative leave, with pay, while Compton investigated Mr. Batiste for “alleged serious breaches
12 in Policies within the Fire Department.” However, Mr. Rhambo did not inform Mr. Batiste of any
13 Fire Department policies Mr. Batiste was alleged to have breached or of any laws or regulations that
14 Mr. Batiste was suspected of violating. Further, the memorandum Mr. Rhambo gave to Mr. Batiste
15 that day stated that “[t]here are no specific charges pending against [Mr. Batiste] at this time.”
16 Following his receipt of this letter, Mr. Batiste fully complied with all of Compton’s requirements
17 during his administrative leave.

18 22. On or about July 11, 2017, the Compton City Manager purportedly sent Mr. Batiste,
19 via Federal Express overnight delivery and via U.S. mail, a letter warning Mr. Batiste that the City
20 Manager was recommending that Compton terminate Mr. Batiste and advising Mr. Batiste of his
21 right to a *Skelly* hearing. However, the City Manager mailed this letter to the address of Mr. Batiste’s
22 previous home, even though Mr. Batiste’s new address was on file with Compton and Mr. Batiste had
23 been receiving mail from Compton, including paychecks, at that new address. Other than sending the
24 letter to Mr. Batiste’s old address, Compton took no steps whatsoever to inform Mr. Batiste that his
25 firing may be imminent or of his right to a *Skelly* hearing. Consequently, Mr. Batiste did not learn of
26 the existence of this letter until after his termination.

27 23. The City Manager’s July 11, 2017 letter accused Mr. Batiste of violating the terms of
28 his administrative leave and stated that this accusation was the sole basis of Mr. Batiste’s planned

1 termination. However, this accusation was only a pretext. Compton’s real reasons for terminating
2 Mr. Batiste were his refusal to participate in Ms. Zurita’s scheme of fraud and political graft, which
3 in itself violated at least the following federal statutes: 18 U.S.C. § 1341 and the Racketeer
4 Influenced and Corrupt Organizations Act; his refusal to meet Ms. Zurita’s improper demands that he
5 fire certain of her personal enemies and that he hire certain of her friends and family members, in
6 violation of the Compton Charter; and Mr. Batiste’s reporting of this unlawful conduct to the
7 Compton City Attorney.

8 24. On or about August 17, 2017, Compton terminated Mr. Batiste and purportedly
9 notified him of the termination by letter, sent via Federal Express overnight delivery and U.S. mail,
10 but addressed to Mr. Batiste’s old, invalid address. This termination letter that Compton’s City
11 Manager, Mr. Rhambo, purportedly sent to Mr. Batiste never reached him because, if it actually was
12 dispatched, it was misaddressed. Mr. Batiste learned in approximately October 2017 that he had been
13 terminated, through communications with Compton’s human resources department. Thus, Mr.
14 Batiste had been given no reasonable notification of Compton’s intention to terminate him, of his
15 right to a Skelly hearing, of the accusations against him, or of his actual termination. Further, this
16 termination letter made no reference to any of the “serious breaches” of “Fire Department policies”
17 alluded to in Mr. Rhambo’s March 20, 2017 letter suspending Mr. Batiste. Moreover, Compton
18 never informed Mr. Batiste of the results of its “investigation.”

19 25. Mr. Batiste’s refusal to issue Compton checks in furtherance of Ms. Zurita’s scheme
20 of public fraud and political graft, his refusal to accede to Ms. Zurita’s demands that he fire certain of
21 her personal enemies and that he hire certain of her friends and family members, and his subsequent
22 reporting of these unlawful acts of coercion to the Compton City Attorney were substantial
23 motivating factors in Compton’s decision to terminate Mr. Batiste’s employment.

24 26. As a direct consequence of Compton’s suspension of him, spurious accusations
25 against him, and termination of his employment, Mr. Batiste has suffered and continues to suffer
26 economic damages and severe mental and emotional distress and anxiety, all in amounts to be shown
27 according to proof at the time of trial.

28

1 **FIRST CAUSE OF ACTION**

2 **WRONGFUL DISCHARGE IN VIOLATION OF PUBLIC POLICY**

3 **(By Plaintiff against All Defendants)**

4 27. Plaintiff refers to all of the foregoing paragraphs above and incorporates those
5 paragraphs as though set forth in full in this cause of action.

6 28. Plaintiff was employed by Defendants.

7 29. Defendants discharged Plaintiff.

8 30. Plaintiff's refusal to engage in Janna Zurita's unlawful scheme to issue checks to
9 parties to whom the City of Compton owed no money, and for the benefit of Ms. Zurita; his refusal to
10 accede to Ms. Zurita's improper demands to fire certain of her personal enemies; and his refusal to
11 accede to Ms. Zurita's improper demands to hire certain of her friends and family members were all
12 substantial motivating reason for Plaintiff's discharge.

13 31. Plaintiff's reporting of Ms. Zurita's fraudulent-check scheme and improper coercion
14 regarding personnel decisions to the Compton City Attorney was also a substantial motivating reason
15 for Plaintiff's discharge.

16 32. Plaintiff was harmed.

17 33. The City of Compton's discharge of Plaintiff was a substantial factor in causing
18 Plaintiff harm.

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20 **SECOND CAUSE OF ACTION**

21 **WHISTLEBLOWER RETALIATION [LABOR CODE § 1102.5]**

22 **(By Plaintiff against All Defendants)**

23 34. Plaintiff refers to all of the foregoing paragraphs above and incorporates those
24 paragraphs as though set forth in full in this cause of action.

25 35. Defendants were Plaintiff's employer.

26 36. At all relevant times, Defendants' employee, City Attorney Craig J. Cornwell, Esq.,
27 was empowered to investigate, discover and correct violations of state and federal law by
28 Defendants' councilmembers.

1 37. Defendants believed that Plaintiff had disclosed to Defendants' City Attorney that
2 Compton councilmember Janna Zurita ordered Plaintiff to further her scheme of fraud and political
3 graft by issuing checks to persons and organizations to whom Compton owed no money, and for the
4 purpose of personally benefiting Ms. Zurita. Defendants also believed that Plaintiff had disclosed to
5 Defendants' City Attorney that Ms. Zurita ordered Plaintiff to fire certain of Ms. Zurita's enemies
6 and to hire certain of Ms. Zurita's friends and family members.

7 38. Plaintiff refused to participate in Ms. Zurita's scheme of public fraud and political
8 graft and refused her demands to fire certain of Ms. Zurita's enemies and to hire certain of Ms.
9 Zurita's friends and family members.

10 39. Plaintiff had reasonable cause to believe that the information he disclosed to the City
11 Attorney constituted a violation of federal, state, or municipal law.

12 40. Plaintiff's participation in Ms. Zurita's scheme of public fraud and political graft
13 would have constituted a violation of federal, state, or municipal law.

14 41. Defendants discharged Plaintiff.

15 42. Plaintiff's disclosure of Ms. Zurita's fraud and graft and Plaintiff's refusal to
16 participate in such fraud and graft were substantial contributing factors in Defendants' decision to
17 discharge Plaintiff. Further, Plaintiff's disclosure of Ms. Zurita's orders that Plaintiff fire certain of
18 Ms. Zurita's enemies and hire certain of her friends and family members, and Plaintiff's refusal to
19 obey such orders, were also substantial contributing factors in Defendants' decision to discharge
20 Plaintiff.

21 43. Plaintiff was harmed.

22 44. Defendants' conduct was a substantial factor in causing Plaintiffs' harm.

23 45. The foregoing retaliation, as pled in this cause of action, violated Labor Code section
24 1102.5.

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26 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as
27 appropriate to each cause of action alleged, as follows:
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- 1. For an award to Plaintiff for general and compensatory damages in amounts to be proven at trial;
- 2. For attorney fees as permitted by law;
- 3. For costs of suit incurred herein;
- 4. For prejudgment interest as permitted by law; and
- 5. For such other, further relief as the Court may deem just and proper.

Dated: May 21, 2019

THE KRISTY LAW FIRM

/s/ James R. Kristy

By: _____
James R. Kristy
Attorney for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial.

Dated: May 21, 2019

THE KRISTY LAW FIRM

/s/ James R. Kristy

By: _____
James R. Kristy
Attorney for Plaintiff