

## **Exhibit “B”**

**(Barbara Ohno v. City of Inglewood, et al.)**



2009

### CITY OF INGLEWOOD CLAIM FOR DAMAGES

Gov't Code Title 1 Div 36, §§810 et seq; L.M.C. 1-30

**IMPORTANT NOTICE**

Pursuant to Gov't Code section 911.2, a claim for death, injury to person or to personal property must be filed with the City of Inglewood within six (6) months of occurrence.  
Pursuant to Gov't Code section 911.2, a claim for damage to real property must be filed within one (1) year of occurrence.  
When completing form, type or print legibly.  
Failure to sign this form and fully complete this form may result in rejection of the Claim.  
If there is insufficient space to provide complete information, attach additional sheets and identify the additional information by paragraph number, and signing each sheet.  
Claims must be filed with the City of Inglewood, City Clerk, 1 Manchester Blvd., P.O. Box 6500, Inglewood, CA 90312 (Gov't Code section 915).

**1. CLAIMANT**

- A. NAME: **BARBARA HATSUYE OHNO**
- B. ADDRESS: **c/o Bruce L. Ishimatsu, Esq. of Ishimatsu Law Group, P.C., 4712 Admiralty Way, No. 1012, Marina del Rey, California 90292**
- C. TELEPHONE NO.: (day) **310-200-4060** (eve) **310-200-4060**
- D. DATE OF BIRTH: **July 14, 1958**

**2. Mailing address you desire notices or communications to be sent regarding this Claim if different from section # 1 above.**

- A. NAME: **(Same as above)**
- B. ADDRESS: **(Same as above)**

**3. DESCRIPTION OF INJURY, DAMAGE OR LOSS**

Detail full extent of injuries or damages claimed

**SEE ATTACHED**

**4. AMOUNT OF CLAIM**

Indicate the amount of damages claimed and any expenditure made relating to claimed loss. Provide documents to support the amount claimed and the expenditures (copies of bills, receipts or estimates).

**SEE ATTACHED**

Has an insurance company paid any such bills: **No**  
If so, detail name of insurer and amount(s) paid: **Inapplicable**

5. CIRCUMSTANCES OF THE OCCURRENCE WHICH GIVE RISE TO CLAIM

SEE ATTACHED

WITNESSES: (NAMES AND ADDRESSES OF ALL KNOWN WITNESSES, ETC.)

SEE ATTACHED

6. IF THIS CLAIM IS BASED ON AN ALLEGED BREACH OF CONTRACT:

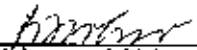
Please attach a copy of the contract and:

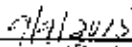
- (A) IDENTIFY THE PARTIES TO THE CONTRACT: *Inapplicable*
- (B) DATE OF CONTRACT: *Inapplicable*
- (C) DATE OF ALLEGED BREACH OF CONTRACT: *Inapplicable*

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM (Penal Code section 72)

I have read the matters and statements made in the above claim and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters I believe the same to be true.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

  
\_\_\_\_\_  
(Signature of Claimant)

  
\_\_\_\_\_  
(Date)

Revised 2006

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CLAIM FOR DAMAGES

## ADDENDUM TO CLAIM FOR DAMAGES

By Barbara Hatsuye Ohno

September 4, 2015

On August 25, 2014, I was hired by the City of Inglewood (the "City") to work in the Finance Department ("Department") as the Budget & Accounting Manager. I am a Certified Public Accountant and have many years of budgetary and accounting experience in the private and public sectors. The scope of my responsibilities at the City included overseeing City budgeting, accounting, accounts payable, financial reporting and analysis, including compliance with taxes, annual audits and regulatory reporting.

I remained in that position until I was retaliated against and terminated on June 4, 2015 after filing an administrative complaint ("Complaint") with the City's Human Resources Department on April 8, 2015. My Complaint included claims of workplace harassment, workplace bullying, disparate treatment and retaliation, all because I had the fortitude to challenge the financial irregularities of the Finance Department. (My allegations in the Complaint on file are incorporated by reference herein).

Because I was unwilling to play along with the Department's culture of financial and reporting improprieties, I filed a formal Complaint on April 8, 2015

Prior to April 8, 2015, I observed and reported to my supervisors a number of improprieties at the Department including, but not limited to:

- (1) The information presented to the auditors for the prior year and included in the audited financial statements was not supported by the books of record.
- (2) Federally funded grants were not in compliance with regulatory and reporting requirements and the reporting to these agencies did not reflect the true fund balance and expenditures.
- (3) Material misrepresentations to Federal agencies -- I was instructed to back-date transactions to support these misrepresentations.

I refused to conceal information from the City's external auditors and refused to comply with the financial irregularities perpetuated by and harassment from Sharon Koike ("Koike"), Assistant Finance Director, Marla Heaney ("Heaney"), Finance Supervisor, and David Esparza ("Esparza"), Chief Financial Officer for the City.

Subsequent to the filing of my Complaint, the work environment created by my supervisor, Esparza, and his direct report, Koike, became increasingly hostile towards me, particularly as I discovered and commented on even more serious financial and reporting improprieties including, but not limited to:

- (1) Failure to recognize and report borrowings from the General Fund for programs which were over-spent.
- (2) Non-compliance with regulatory and reporting requirements on Federal grants.

- (3) Non-disclosure of environmental contamination and remediation costs and efforts.
- (4) Improperly executed deeds of trust.
- (5) Improper use of State funds and failure to remit to State agencies for use of funds not in compliance with programs.

On or about May 27, 2015, I became aware that the City was conducting an internal investigation of the allegations in my Complaint when I was contacted by the City's outside legal counsel, Lloyd Pinchen, of the Olivarez Madruga, P.C. law firm in Los Angeles. I met with Mr. Pinchen for about 3.5 hours, discussed the facts in my Complaint and identified witnesses who could corroborate my allegations. Within a week, I was wrongfully terminated. Although I was an at-will employee, it is against the law to have terminated me in retaliation for my efforts to expose the financial irregularities and illegalities in the Finance Department.

My termination was in retaliation of my refusal to conform to the Finance Department's culture and practice of financial misrepresentation, regulatory irregularities and concealment of material financial events. It is my belief that my supervisors and other higher ups in the City decided to remove me from the City because they were becoming increasingly concerned that I would blow the whistle on them and reveal the financial irregularities of the Finance Department and other departments in the City which is desperately trying to woo the National Football League and a football team to build a stadium in the City of Inglewood and relocate an NFL football team.

Through my attorney, I am prepared to discuss my damages with a representative of the City. As a result of the wrongful termination of my employment with the City of Inglewood, I have been damaged in an amount at least equivalent to 2 years of my annual salary.

Submitted by: Barbara H. Ohno

Contact:

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