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8 Attorneys for Plaintiff Wanda M. Brown

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 COUNTY OF LOS ANGELES, SOUTHWEST DISTRICT

11 WANDA M. BROWN, an individual,

12 Plaintiff,

13 vs.

14 CITY OF INGLEWOOD, MAYOR JAMES  
15 T. BUTTS, JR., an individual; ALEX  
16 PADILLA, an individual; GEORGE  
17 DOTSON, an individual; ELOY  
18 MORALES, an individual; and RALPH  
19 FRANKLIN, and individual; and DOES 1-  
20 20, Inclusive,

21 Defendants

CASE NO: 21STCV30604

[Assigned to the Honorable Deirdre Hill,  
Dept. M]

**SECOND AMENDED COMPLAINT  
FOR DAMAGES:**

**(1) Violation of Cal. Labor Codes §  
1102.5(b)&(c);**

**(2) Intentional Infliction of Emotional  
Distress.**

**(3)**

**DEMAND FOR JURY TRIAL**

Action Filed: 8/18/21

First Amended Complaint Filed: 8/23/21

22  
23  
24 Plaintiff WANDA M. BROWN (hereafter referred to as "Plaintiff or Ms. Brown") brings  
25 this action against the CITY OF INGLEWOOD, MAYOR JAMES BUTTS, JR. and DOES 1  
26 through 20 (collectively "Defendants") for general, compensatory, and statutory damages,  
27 prejudgment interest, costs, attorney's fees, and other appropriate and just relief resulting from  
28 Defendants' unlawful and tortious conduct, and as grounds therefor allege as follows:

1 PARTIES

2 1. Plaintiff WANDA M. BROWN was and is, at all times relevant, a resident of the City  
3 of Inglewood, County of Los Angeles, State of California, and has been employed by City of  
4 Inglewood as the elected City Treasurer since 1987. In November 2020 Ms. Brown was elected to  
5 her ninth consecutive four-year term as City Treasurer.

6 2. Plaintiff is informed and believes and thereon alleges that at all relevant times,  
7 Defendant CITY OF INGLEWOOD (“the City”) was and is a California Corporation doing business  
8 in the County of Los Angeles, State of California. Its principal place of business is located in the  
9 City of Inglewood, County of Los Angeles, and within the jurisdiction of this Court.

10 3. Defendant Mayor JAMES T. BUTTS, JR. (“defendant BUTTS”) is a resident of the  
11 City of Inglewood in the County of Los Angeles. Defendant BUTTS became Plaintiff Brown’s  
12 Supervisor after being elected the City of Inglewood’s Mayor in 2010. Defendant BUTTS is being  
13 sued in both his individual and official capacities.

14 4. Plaintiff is ignorant of the true names and capacities of the Defendants named herein  
15 as DOES 1 through 20, inclusive, and, therefore, Plaintiff sues those Defendants by such fictitious  
16 names. Plaintiff will amend this Complaint to allege their true names and capacities when  
17 ascertained. Plaintiff is informed and believes, and thereon alleges, that each of the fictitiously-  
18 named Defendants is responsible in some manner for the occurrences alleged herein, and that  
19 Plaintiff’s damages as herein alleged were proximately caused by one or all of these Doe Defendants.

20 5. Ms. BROWN is informed and believes that at all times mentioned herein, each of the  
21 Defendants, CITY, BUTTS, AND DOES 1-20 was the agent, employee, managing agent,  
22 supervisor, co-conspirator, parent corporation, joint employer, alter ego, and/or joint venturer of  
23 each of the other Defendants, and in doing the things alleged, was acting within the course and scope  
24 of that agency, employment, conspiracy, joint employer, alter ego, and/or joint venturer status, and  
25 acting with the permission and consent of the other Defendants.

26 6. Whenever and wherever reference is made in this Second Amended Complaint to any  
27 act or failure to act by a Defendant, such allegations and references shall also be deemed to mean  
28 acts and/or failures to act by each Defendant acting individually, jointly, and severally.



1 public officer to misappropriate public money for personal use, or for the use of another). Treasurer  
2 Brown's concern that Mayor Butts had violated the law was reasonable and justified given the fact  
3 that the improper payment was an unprecedented event because never before had the City Mayor  
4 directly issued Bond monies to a City Contractor. The unusual transaction was very suspicious in  
5 the mind of the City Treasurer. Treasurer Brown's written statement in her January 28, 2020  
6 Memorandum that, "[t]he \$77,418.26 remains missing from the bank account from whence it  
7 came...[so] [w]here is the \$77,418.26?" was met with silence and then retaliation against her in the  
8 form of numerous outrageous adverse employment actions taken against her as outlined herein  
9 below. Treasurer Brown reasonably believed a crime may have been committed when she learned  
10 of the highly unusual transaction the Mayor executed by himself.

11 13. Unfortunately, Ms. Brown's concerns were completely ignored by the defendant  
12 Mayor BUTTS and his Council and the City of Inglewood. Rather than properly addressing these  
13 issues with Ms. Brown, defendant Mayor BUTTS simply denied any overpayment to the subject  
14 contractor and accused the Treasurer (Ms. Brown) of giving misleading financial information.  
15 (Prior to defendant Mayor Butt's unfounded criticism of Ms. Brown, she had never had a complaint  
16 lodged against her as the Treasurer of the City of Inglewood.)

17 14. Treasurer Brown's reported concern was met not with understanding and  
18 appreciation, or assurances that the matter would be properly investigated and appropriately  
19 resolved, but rather with the craziest, most outrageous, intolerable, indecent, extreme, wicked,  
20 despicable retaliatory conduct conceivable: conduct absolutely intended by defendant BUTTS to  
21 punish Treasurer Brown for her reporting what she believed was a crime committed by the Mayor,  
22 and to cause her severe mental and emotional distress and lost earnings. Abusing his position of  
23 authority to affect Plaintiff's interests, and knowing his conduct would certainly result in severe  
24 mental and emotional distress to Plaintiff, defendant BUTTS proceeded to retaliate against  
25 Treasurer Brown by making the following non-discretionary operational and ministerial actions: (1)  
26 denying the Treasurer access to the City's financial records; (2) reducing her salary by 83% from  
27 \$8,355 per month to just over \$1,404 per month; (3) taking away Plaintiff's seat at the City Council  
28 meetings; (4) stripping Plaintiff of nearly all her long-held duties as City Treasurer, including

1 effectively removing Plaintiff from the City's Investment Committee and reducing her once multi-  
2 million dollar investment authority to just over \$50,000; (5) locking Plaintiff and her Staff out of  
3 City Hall and their offices; (6) deactivating Plaintiff's office computer; (7) removing her as General  
4 Auditor; (8) removing her from all but one of the Committees she had sat on for years; and, (9)  
5 eliminating her duties as the person responsible for approving requests for vendor payment  
6 contracts from Bond Proceeds.

7 15. This wrongful employment retaliation is a direct violation of California Labor Code  
8 section 1102.5(b) & (c), and has caused Plaintiff to suffer severe mental and emotional distress, and  
9 to lose substantial earnings, including retirement benefits.

10 16. In a pretextual attempt to justify his retaliatory actions, on **September 15, 2020**,  
11 defendant BUTTS publicly defamed Plaintiff at a City Council meeting by falsely accusing her—of  
12 all people with her undergraduate and graduate degrees in Accounting and her decades of City  
13 Treasurer experience—of lacking the requisite qualifications to be City Treasurer because she does  
14 not know the procedure for handling bad debts.

15 17. Without Plaintiff to properly assist in the handling of the City's finances, it was  
16 announced in early August 2021 that the City of Inglewood has issued a Declaration of Fiscal  
17 Emergency.

18 **Ms. Brown's Background**

19 18. In 1967, Ms. Brown and her family moved to the City of Inglewood. For fifty-two  
20 years and counting Ms. Brown has been a resident of the great City of Inglewood. Ms. Brown is 78  
21 years old (date of birth July 18, 1943).

22 19. In 1987, Ms. Brown was first elected as Treasurer for the City of Inglewood. In  
23 November 2020 Ms. Brown was elected to her ninth consecutive four-year term as City Treasurer.

24 20. Ms. Brown's service has spanned over three decades, and Ms. Brown has served  
25 under three different Mayors. For the past decade, Ms. Brown has served under Mayor James T.  
26 Butts Jr. (with whom she had a good working relationship until he and his Council began retaliating  
27 against her for her raising concerns about the manner in which the Mayor and his Council were  
28 handling the City's finances and failing to accurately report the financial health of the City to the

1 public).

2 21. Ms. Brown is exceptionally qualified to serve as City Treasurer. She holds  
3 undergraduate and graduate degrees in Accounting, having graduated from California State  
4 University, Long Beach where she majored in Accounting, and thereafter earned her Master's  
5 Degree in Business Education with an accounting emphasis from UCLA's prestigious Anderson  
6 School of Business. Ms. Brown also spent two years studying Accounting in a UCLA Doctoral  
7 Program.

8 22. Prior to becoming Inglewood's City Treasurer, Ms. Brown taught Accounting for  
9 several years as an Assistant Professor of Accounting at California State University, Los Angeles.  
10 She also worked as an auditing accountant for one of the original Big 8 accounting firms, Price,  
11 Waterhouse & Co. She is a Certified Public Treasurer and a Certified Public Funds Investment  
12 Manager.

13 **Facts Giving Rise to this Complaint**

14 23. During Ms. Brown's tenure as City Treasurer Ms. Brown's principal duty was to  
15 invest City funds prudently, and to that end over her many years as the City Treasurer she has  
16 invested more than \$400,000,000 of municipal funds, and been directly responsible for generating  
17 over \$90,000,000 in gross interest investment income for the City of Inglewood. (Her standard  
18 practice was to invest City funds in blocks of one to three million dollars.)

19 24. Ms. Brown managed portfolios in excess of \$200,000,000. Ms. Brown prepared the  
20 first comprehensive Investment Policy for the City and its entities.

21 25. Ms. Brown also served as the General Auditor and was a member of the Bond  
22 Issuance and Bond Refinance Committee.

23 26. In April 2018, at an official City Council meeting Inglewood's Mayor and City  
24 Council honored Ms. Brown for her 31 years of outstanding service as the City's Treasurer. During  
25 the ceremony, defendant Mayor BUTTS stated that Treasurer Brown's investment work on behalf  
26 of the City has been very commendable: Mayor BUTTS stated that Ms. Brown is the "alpha and  
27 omega" of investing City funds and explained how Ms. Brown saw the decline and resurgence of  
28 the City.

1           27.     Congresswoman Maxine Waters attended the Council meeting where Ms. Brown  
2 was being honored and offered her own personal congratulations to Ms. Brown for her outstanding  
3 service as Treasurer for the City of Inglewood.

4           28.     In addition to investing City funds, Ms. Brown's Treasurer duties included signing  
5 for payment all proper City warrants, serving as a Member of the City Investment Committee and  
6 Liability Claims Review Committee, representing the City in Small Claims Court, reviewing the  
7 City's bank reconciliation system, attending all Inglewood Parking Authority meetings, and  
8 working with the City Administrator, Finance Department, and other management personnel in  
9 connection with the approval for release of bond proceeds for projects approved by the City  
10 Council, bank reconciliation, and various matters related to improving the efficiency of the City and  
11 its entities. Ms. Brown attended all City Council meetings as part of her job duties.

12           29.     Prior to any retaliation, Ms. Brown's salary was \$8,355.27 per month as an  
13 employee of the City of Inglewood. That the City of Inglewood was plaintiff's employer is clearly  
14 evidenced by her annual W-2 tax forms which identify Ms. Brown as the employee and the City of  
15 Inglewood as the employer, together with all the standard employer-employee withholdings shown  
16 as well. Moreover, Ms. Brown's City of Inglewood bi-weekly pay stubs identify various employee  
17 benefits provided by the employer, including workers' compensation, health, and retirement  
18 benefits. Employer-employee status is also clearly evidenced by the total control over Ms. Brown's  
19 activities as Treasurer as evidenced by the numerous adverse employment activities taken against  
20 her and affecting her duties.

21           30.     On November 25, 2019, and again on January 28, 2020, Treasurer Brown wrote two  
22 separate multi-page Memorandum addressed to and delivered to persons with authority over her,  
23 and to City of Inglewood employees with authority to investigate, discover, and correct legal  
24 violations—namely, K. Campos, **City Attorney**, A. Fields, City Administrator, City Council  
25 members, and Mayor Butts—about her concern that an illegal activity had occurred in the form of  
26 an illegal misappropriation of City Bond funds by Mayor Butts. Treasurer Brown believed that  
27 Mayor Butts personally issued a \$77,418.26 payment to a City Contractor knowing that such  
28 payment was an improper and illegal overpayment which amounted to a misappropriation of City

1 Bond monies in violation of California Penal Code section 424(a)(1) (which makes it a felony for a  
2 public officer to misappropriate public money for personal use, or for the use of another). Treasurer  
3 Brown's concern that Mayor Butts had violated the law was reasonable and justified given the fact  
4 that the improper payment was an unprecedented event because never before had the City Mayor  
5 himself directly issued Bond monies to a City Contractor. The unusual transaction was very  
6 suspicious in the mind of the City Treasurer. Treasurer Brown's written statement in her January 28,  
7 2020 Memorandum that, "[t]he \$77,418.26 remains missing from the bank account from whence it  
8 came...[so] [w]here is the \$77,418.26?" was met with silence and then retaliation against her in the  
9 form of numerous outrageous adverse employment actions taken against her as outlined herein  
10 below. Treasurer Brown reasonably believed a crime may have been committed when she learned  
11 of the highly unusual transaction the Mayor executed by himself.

12 31. Unfortunately, Ms. Brown's concerns were completely ignored by the defendant  
13 Mayor BUTTS and his Council and the City of Inglewood. Rather than properly addressing these  
14 issues with Ms. Brown, defendant Mayor BUTTS simply denied any illegal overpayment to the  
15 subject contractor and accused the Treasurer (Ms. Brown) of giving misleading financial  
16 information. (Prior to defendant Mayor Butt's unfounded criticism of Ms. Brown, she had never had  
17 a complaint lodged against her as the Treasurer of the City of Inglewood.)

18 32. Treasurer Brown's reported concern was met not with understanding and  
19 appreciation, or assurances that the matter would be properly investigated and appropriately  
20 resolved, but rather with the craziest, most outrageous, intolerable, indecent, extreme, wicked,  
21 despicable retaliatory conduct conceivable: conduct absolutely intended by defendant BUTTS to  
22 punish Treasurer Brown for her reporting what she believed was crime committed by the Mayor,  
23 and to cause her severe mental and emotional distress. Abusing his position of authority to affect  
24 Plaintiff's interests, and knowing his conduct would certainly result in severe mental and emotional  
25 distress to Plaintiff, defendant BUTTS proceeded to retaliate against Treasurer Brown by making  
26 the following operational and ministerial actions: (1) denying the Treasurer access to the City's  
27 financial records; (2) reducing her salary by 83% from \$8,355 per month to just over \$1,404 per  
28 month; (3) taking away Plaintiff's seat at the City Council meetings; (4) stripping Plaintiff of nearly



1 all her long-held duties as City Treasurer, including effectively removing Plaintiff from the City's  
2 Investment Committee and reducing her once multi-million dollar investment authority to just over  
3 \$50,000; (5) locking Plaintiff and her Staff out of City Hall and their offices; (6) deactivating  
4 Plaintiff's office computer; (7) removing her as General Auditor; (8) removing her from all but one  
5 of the Committees she had sat on for years; and, (9) eliminating her duties as the person responsible  
6 for approving requests for vendor payment contracts from Bond Proceeds.

7 33. This wrongful employment retaliation is a direct violation of California Labor Code  
8 section 1102.5(b) & (c), and has caused Plaintiff to suffer severe mental and emotional distress, and  
9 to lose substantial earnings, including retirement benefits.

10 34. In a pretextual attempt to justify his retaliatory actions, on **September 15, 2020**,  
11 defendant BUTTS publicly defamed Plaintiff at a City Council meeting by falsely accusing her—of  
12 all people with her undergraduate and graduate degrees in Accounting and her decades of City  
13 Treasurer experience—of lacking the requisite qualifications to be City Treasurer because she does  
14 not know the procedure for handling bad debts.

15 35. Without Plaintiff to properly assist in the handling of the City's finances, it was  
16 announced in early August 2021 that the City of Inglewood has issued a Declaration of Fiscal  
17 Emergency.

18 36. As a result of the aforementioned, the City is liable to Ms. Brown for wrongful  
19 employment retaliation in violation of California law which has caused Ms. Brown considerable  
20 general and special damages in excess of \$10 million. In addition to reinstatement of both her  
21 position as treasurer and salary, she seeks damages for her past and future lost wages and  
22 employment benefits, including lost retirement benefits, past and future emotional distress,  
23 attorney's fees, and interest.

24  
25 **FIRST CAUSE OF ACTION**

26 **Violations of California Labor Code § 1102.5(b) & (c)**

27 **(Against all Defendants)**

28 37. Plaintiff incorporates herein by reference paragraphs 1 through 36 above as though set

1 forth in full in this cause of action.

2 38. California Labor Code § 1102.5(b) states that “an employer...shall not retaliate against  
3 an employee for disclosing information...to a government or law enforcement agency, to a person  
4 with authority over the employee or another employee who has authority to investigate, discover, or  
5 correct the violation or noncompliance...if the employee has reasonable cause to believe that the  
6 information discloses a violation of state or federal statute, or...a local, state, or federal rule or  
7 regulation...” Section 1102.5(c) provides that an “employer...shall not retaliate against an employee  
8 for refusing to participate in an activity that would result in a violation of state or federal statute, or...a  
9 local, state, or federal rule or regulation.”

10 39. On November 25, 2019, and again on January 28, 2020, Treasurer Brown wrote two  
11 separate multi-page Memorandum addressed to and delivered to persons with authority over her,  
12 and to City of Inglewood employees with authority to investigate, discover, and correct legal  
13 violations—namely, K. Campos, **City Attorney**, A. Fields, City Administrator, City Council  
14 members, and Mayor Butts—about her concern that an illegal activity had occurred in the form of  
15 an illegal misappropriation of City Bond funds by Mayor Butts. Treasurer Brown believed that  
16 Mayor Butts personally issued a \$77,418.26 payment to a City Contractor knowing that such  
17 payment was an improper and illegal overpayment which amounted to a misappropriation of City  
18 Bond monies in violation of California Penal Code section 424(a)(1) (which makes it a felony for a  
19 public officer to misappropriate public money for personal use, or for the use of another). Treasurer  
20 Brown’s concern that Mayor Butts had violated the law was reasonable and justified given the fact  
21 that the improper payment was an unprecedented event because never before had the City Mayor  
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23 suspicious in the mind of the City Treasurer. Treasurer Brown’s written statement in her January 28,  
24 2020 Memorandum that, “[t]he \$77,418.26 remains missing from the bank account from whence it  
25 came...[so] [w]here is the \$77,418.26?” was met with silence and then retaliation against her in the  
26 form of numerous outrageous adverse employment actions taken against her as outlined herein  
27 below. Treasurer Brown reasonably believed a crime may have been committed when she learned  
28 of the highly unusual transaction the Mayor executed by himself.

1           40.     Unfortunately, Ms. Brown's concerns were completely ignored by the defendant  
2 Mayor BUTTS and his Council and the City of Inglewood. Rather than properly addressing these  
3 issues with Ms. Brown, defendant Mayor BUTTS simply denied any illegal overpayment to the  
4 subject contractor and accused the Treasurer (Ms. Brown) of giving misleading financial  
5 information. (Prior to defendant Mayor Butt's unfounded criticism of Ms. Brown, she had never had  
6 a complaint lodged against her as the Treasurer of the City of Inglewood.)

7           41.     Treasurer Brown's reported concern was met not with understanding and  
8 appreciation, or assurances that the matter would be properly investigated and appropriately  
9 resolved, but rather with the craziest, most outrageous, intolerable, indecent, extreme, wicked,  
10 despicable retaliatory conduct conceivable: conduct absolutely intended by defendant BUTTS to  
11 punish Treasurer Brown for her reporting what she believed was crime committed by the Mayor,  
12 and to cause her severe mental and emotional distress. Abusing his position of authority to affect  
13 Plaintiff's interests, and knowing his conduct would certainly result in severe mental and emotional  
14 distress to Plaintiff, defendant BUTTS proceeded to retaliate against Treasurer Brown by making  
15 the following non-discretionary operational and ministerial actions: (1) denying the Treasurer  
16 access to the City's financial records; (2) reducing her salary by 83% from \$8,355 per month to just  
17 over \$1,404 per month; (3) taking away Plaintiff's seat at the City Council meetings; (4) stripping  
18 Plaintiff of nearly all her long-held duties as City Treasurer, including effectively removing Plaintiff  
19 from the City's Investment Committee and reducing her once multi-million dollar investment  
20 authority to just over \$50,000; (5) locking Plaintiff and her Staff out of City Hall and their offices;  
21 (6) deactivating Plaintiff's office computer; (7) removing her as General Auditor; (8) removing her  
22 from all but one of the Committees she had sat on for years; and, (9) eliminating her duties as the  
23 person responsible for approving requests for vendor payment contracts from Bond Proceeds.

24           42.     Prior to any retaliation, Ms. Brown's salary was \$8,355.27 per month as an employee  
25 of the City of Inglewood. That the City of Inglewood was plaintiff's employer is clearly evidenced  
26 by her annual W-2 tax forms which identify Ms. Brown as the employee and the City of Inglewood  
27 as the employer, together with all the standard employer-employee withholdings shown as well.  
28 Moreover, Ms. Brown's City of Inglewood bi-weekly pay stubs identify various employee benefits

1 provided by the employer, including workers' compensation, health, and retirement benefits.  
2 Employer-employee status is also clearly evidenced by the total control over Ms. Brown's activities  
3 as Treasurer as evidenced by the numerous adverse employment activities taken against her and  
4 affecting her duties.

5 43. This wrongful employment retaliation is a direct violation of California Labor Code  
6 section 1102.5(b) & (c), and has caused Plaintiff to suffer severe mental and emotional distress, and  
7 to lose substantial earnings, including retirement benefits.

8 **SECOND CAUSE OF ACTION**

9 **Intentional Infliction of Emotional Distress**

10 **(Against all Defendants)**

11 44. Plaintiff incorporates herein by reference paragraphs 1 through 43 above as though  
12 set forth in full in this cause of action.

13 45. The conduct of Defendants described herein was outrageous, and was intended to and  
14 did inflict severe emotional distress upon Plaintiff, and, had a profound negative impact on Plaintiff's  
15 life, work, and reputation in the community.

16 46. Defendants intentionally engaged in this outrageous conduct with the goal of  
17 discrediting, defaming, and causing substantial emotional injury and distress to Plaintiff.

18 47. Plaintiff suffered severe emotional distress as a result of the Defendants' conduct.

19 48. As a direct and proximate result of Defendants' outrageous actions, Plaintiff has  
20 suffered, and will continue to suffer, harm to her reputation, severe mental and emotional distress,  
21 and other general and special damages in an amount to be proven at trial.

22 **PRAYER FOR RELIEF**

23 **WHEREFORE**, Plaintiff prays for judgment against Defendants as follows:

24 49. For general damages in a sum in excess of the minimum jurisdiction of this Court,  
25 according to proof;

26 50. For special damages, including, but not limited to, past and future loss of earnings  
27 and benefits, loss of earning capacity, and other expenses, according to proof;

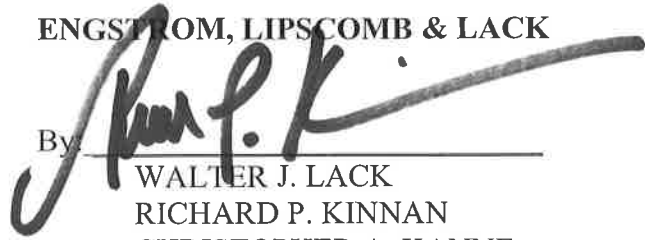
28 51. For costs of suit and pre-judgment interest, according to proof;

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- 52. For reasonable attorneys' fees pursuant California Labor Code section 1102.5;
- 53. For reinstatement of Plaintiff's pre-retaliation job duties and salary, and
- 54. For such other and further relief as the Court deems just and proper.

Dated: April. 8, 2022

ENGSTROM, LIPSCOMB & LACK

By 

WALTER J. LACK  
RICHARD P. KINNAN  
CHRISTOPHER A. KANNE  
Attorneys for Plaintiff

