

Samuel F. Galici, Esq. (102496)  
LAW OFFICES OF SAMUEL F. GALICI  
2945 Townsgate Road, Suite 200  
Westlake Village, CA 91361  
Phone: (805) 654-1451  
Facsimile: (805) 654-1453  
Email: [sgalici@employeeelawyers.net](mailto:sgalici@employeeelawyers.net)

Attorneys for Plaintiff JIM HENSLEY

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

JIM HENSLEY, an individual,  
  
Plaintiff,

vs.

CITY OF PORT HUENEME, a  
California governmental entity;  
CARMEN NICHOLS, an individual,  
and TOM FIGG, an individual, and  
DOES 1 through 7, Inclusive,  
  
Defendants,

Case No. \_\_\_\_\_

**COMPLAINT FOR DAMAGES  
AND EQUITABLE RELIEF FOR  
DEPRIVATION OF RIGHTS  
UNDER COLOR OF STATE LAW  
PURSUANT TO 42 U.S.C. §1983**

Plaintiff JIM HENSLEY complains and alleges as follows:

**Jurisdiction and Venue**

1. The court has jurisdiction over this matter pursuant to 28 U.S.C. §1331.
2. Venue is proper pursuant to 28 U.S.C. §1391(b)(1) because this is the judicial district in which defendants reside.

**Parties**

3. Plaintiff JIM HENSLEY (“PLAINTIFF”) is an individual and is, and at all times mentioned in this complaint was, a citizen of the United States, and a resident of the County of Ventura, State of California.

4. Defendant CITY OF PORT HUENEME (“CITY” or “PORT HUENEME”) is, and at all relevant times mentioned in this complaint was, a California municipal corporation, incorporated on March 24, 1948 under the Municipal Corporation Act of 1883 and is duly organized and existing under the laws of the State of California, with the capacity to sue and be sued. PORT HUENEME is, and at all relevant times herein mentioned was, situated in the County of Ventura, State of California and has a population of approximately 22,000 residents.

5. Defendant TOM FIGG (“FIGG”) is, and at all times mentioned in this complaint was, a member of the City Council of PORT HUENEME, and also presently serves as Mayor.

6. Defendant CARMEN NICHOLS (“NICHOLS”) was formerly an agent of PORT HUENEME, employed as Deputy City Manager.

7. Defendants NICHOLS and FIGG were at all times mentioned in this complaint acting in the course and scope of their employment with PORT HUENEME.

8. Defendants NICHOLS and FIGG were at all times mentioned in this complaint, acting under color of state law.

9. Defendants NICHOLS and FIGG are sued in their individual and official capacities.

10. The true names and capacities, whether individual, associate, or otherwise, of DOES 1 through 7 are unknown to PLAINTIFF, who therefore sues such fictitiously-named Defendants by such fictitious names. PLAINTIFF is informed and believes and thereon alleges that each of the fictitiously-named defendants is in some manner responsible for, and that plaintiff’s damages were proximately caused by, such

1 defendant's acts or failures to act. PLAINTIFF will amend this complaint when their  
2 identities have been ascertained.

3       **11.** PLAINTIFF is informed and believes, and based thereon alleges, that all  
4 defendants, were, at all times herein mentioned, and now are, the agents, servants and  
5 employees of each of the other defendants herein, and were at all such times acting  
6 within the course and scope of such agency and employment with the consent and  
7 permission of each of the other co-defendants, and each of the defendants named herein  
8 ratified each of the acts of the other co-defendants.

9       **12.** Whenever and wherever reference is made in this complaint to any act by a  
10 defendant or defendants, such allegations and reference shall also be deemed to mean  
11 the acts and failures to act of each defendant acting individually, jointly, and severally.

12       **13.** Whenever and wherever reference is made to individuals who are not  
13 named as plaintiff or defendant in this complaint but were employees/agents of PORT  
14 HUENEME, such individuals at all relevant times acted on behalf of such defendant  
15 within the scope of their respective employment.

16                   **CAUSE OF ACTION FOR DEPRIVATION OF RIGHTS**  
17                   **UNDER COLOR OF STATE LAW**

18                   [42 U.S.C. §1983]

19       **14.** PLAINTIFF realleges and incorporates by reference the allegations  
20 contained in the foregoing paragraphs 1 through 13.

21       **15.** This is an action brought under the Civil Rights Act of 1871, as amended,  
22 codified at 42 U.S.C. §1983, against all Defendants for abridgement of PLAINTIFF'S  
23 right to freedom of speech guaranteed by the First Amendment and applied to the states  
24 by the Fourteenth Amendment to the United States Constitution.

25       **16.** Defendant CITY has been established as a California charter city pursuant  
26 to Government Code section 34101.

27       **17.** Defendant CITY's governing body is its City Council composed of five  
28 members, pursuant to Government Code section 36501(a).

1           **18.** Defendant CITY's City Council is its legislative body, pursuant to  
2 Government Code section 34000.

3           **19.** Members of the City Council are elective officers and their positions are  
4 filled by the CITY electorate at general municipal elections.

5           **20.** The City Council has the power to appoint commissions, committees and  
6 similar bodies as it deems necessary, pursuant to Government Code section 36505.

7           **21.** Following the declaration of election results and the installation of City  
8 Council members, each member, before entering upon his or her duties, is required to  
9 take and file with the City Clerk the constitutional oath of office that he or she will  
10 faithfully preserve, protect and defend the Constitutions of California and of the United  
11 States in the office her or she is to hold, and cause the oath to be delivered to the City  
12 Clerk at the time that the member officially assumes office, pursuant to Government  
13 Code section 36507.

14           **22.** The City Council, following the declaration of election results and the  
15 installation of Council members, chooses one its number as Mayor and one of its number  
16 as Mayor Pro Tempore, pursuant to Government Code section 36801.

17           **23.** The Mayor presides over the City Council meetings; in the Mayor's  
18 absence or inability to act, the Mayor Pro Tempore serves until the Mayor returns or is  
19 able to act; and the Mayor Pro Tempore has all the powers and duties of the Mayor,  
20 pursuant to Government Code section 36802. When acting as Mayor, the Mayor Pro  
21 Tempore has the power to sign all required contracts and all instruments requiring the  
22 CITY seal, administer oaths and affirmations, take affidavits, and certify them under his  
23 or her hand and may acknowledge the execution of all instruments executed by the City  
24 and required to be acknowledged, pursuant to Government Code sections 40601, 40602,  
25 40603 and 40604, and section 2007 of the Port Hueneme Municipal Code.  
26  
27  
28

1           **24.** In addition, the Mayor may make or second any motion and present and  
2 discuss any matter as a member of the City Council, pursuant to Government Code  
3 section 36803.

4           **25.** The City Council must provide by ordinance, resolution bylaws or all other  
5 rules for the conduct of the business of the City Council, pursuant to Government Code  
6 section 54954(a).

7           **26.** The City Council may prescribe rules necessary to expedite the transaction  
8 of business of the Council in an orderly fashion, but such rules are intended to be  
9 procedural only, pursuant to Port Hueneme Municipal Code sections 2008 and 2009.

10           **27.** The City Council may not prohibit public criticism of the policies,  
11 procedures, programs or services of the CITY, or the acts or omissions of the City  
12 Council, pursuant to Government Code section 54954.3(c).

13           **28.** Defendant CITY, through its City Council, has established a personnel  
14 system for the selection, employment, classification, advancement, suspension,  
15 discharge and retirement of employees, pursuant to Government Code section 45001  
16 and Port Hueneme Municipal Code section 2201, *et seq.*

17           **29.** The compensation of a City Council member may not be changed during  
18 his or her term in office, pursuant to Government Code section 36516.5. Compensation  
19 within the meaning of section 36516.5 includes benefits. It also includes payment for  
20 services by a member on a commission, committee or similar body on which the City  
21 Council member serves in a sum in the maximum amount of \$150 per month for each  
22 commission, committee or similar body, pursuant to Government Code section  
23 36516(c).

24           **30.** Defendant CITY has established an office of City Manager, appointed by  
25 the City Council solely on the basis of merit, pursuant to Port Hueneme Municipal Code  
26 section 2101.  
27  
28

1           **31.** Pursuant to Port Hueneme Municipal Code section 2103, the powers and  
2 duties delegated to Defendant CITY's City Manager include the following:

- 3           **(a)** to propose an annual salary plan, keep the City Council at all times  
4 fully advised as to the financial condition and need of the CITY and  
5 make recommendations as he or she deems appropriate and  
6 desirable, and to prepare and submit financial plans to the Council;  
7           **(b)** to prepare administrative rules and regulations necessary or  
8 expedient for the general conduct of the administrative offices and  
9 all CITY departments;  
10           **(c)** to appoint competent, qualified officers and employees to the  
11 CITY's administrative service;  
12           **(d)** to dismiss, suspend, demote, transfer and discipline employees  
13 pursuant to the Municipal Code and regulations adopted pursuant to  
14 it; and  
15           **(e)** to receive and open all mail addressed to the City Council and give  
16 immediate attention to it by disposing of matters not requiring action  
17 by the Council before the next Council meeting and reporting at that  
18 meeting the action taken; and  
19           **(f)** to investigate the operation and performance of the CITY and any  
20 department of it and investigate all complaints concerning the  
21 administration of the CITY government.

22           **32.** PLAINTIFF was duly elected as a member of Defendant CITY'S City  
23 Council in the general municipal election on or about November 4, 2014 and his term in  
24 office continues until the general municipal election in November 2018.

25           **33.** In July 2017, PLAINTIFF was a Council-appointed member of several  
26 committees and commissions, and was receiving monthly compensation for his services  
27  
28

1 on the Ventura County Regional Sanitation District, the Ventura County Gold Coast  
2 Transit District and the Water Authority District.

3 **34.** In his capacity as Councilman, PLAINTIFF has developed concerns  
4 regarding the management and financial affairs of the CITY, including but not limited  
5 to the following:

6 **34.1** In July 2014, then City Manager Haas and some of her staff  
7 campaigned for a yes vote on Proposition M with the sales pitch to voters at the  
8 community of seniors in Hueneme Bay, and on August 16 and 17, 2014 at the  
9 CITY booth at the Hueneme Beach Festival.

10 **34.2** Also in August 2014, PLAINTIFF learned that Haas had terminated  
11 the CITY's school crossing guard program and PLAINTIFF spoke at a Council  
12 meeting as a concerned citizen, stating that the CITY was putting the children at  
13 risk of harm and was putting the CITY at risk of liability by not providing school  
14 crossing guards.

15 **34.3** At the City Council meeting on September 29, 2014, the City  
16 Council considered Resolution 4093 proposed by the City Manager which would  
17 change the Classification and Salary Schedules, create a new second tier schedule  
18 for new hires, eliminate the Management and Confidential Group and replace it  
19 with the Executive Management Group and the Management and Professional  
20 Group, and increase the salary of the City Manager; and also considered  
21 companion Resolution 4094 to provide additional compensation to unrepresented  
22 employees in the newly created management groups. The primary purpose of the  
23 proposal was for the City Manager and Deputy City Manager to get raises but that  
24 fact was not disclosed to the Council. The proposal was based on a "Y Rating"  
25 study performed by Haas and NICHOLS with the assistance of an intern, rather  
26 than using an independent, outside consultant. It should have been based on a  
27 comparison with peer cities for a true comparison rather than county wide as was  
28

1 done.. The county is much larger and the compensation for the county would be  
2 larger than a small city. But the proposal was to increase executive compensation  
3 to 15 percent above the county baseline so that those in CITY executive  
4 management would not have their compensation reduced. PLAINTIFF appeared  
5 at the meeting as concerned citizen and advocated for postponing the decision on  
6 the resolutions until after the election (in which he was subsequently elected as a  
7 Councilman) to see if Measure M was approved for the reason that if the measure  
8 failed the CITY's budget would be stressed by the raises. The SEIU Local 721  
9 spoke in opposition to the resolutions and two Council members urged the  
10 Council to delay taking action until after the election. Nevertheless, three Council  
11 members voted to pass the resolutions for the expressed reasons that the pay  
12 raises were appropriate and "earned and deserved" and they were certain the  
13 measure would pass (which it did not).

14 **34.4** PLAINTIFF had and still has a serious question as to whether in  
15 proposing the reclassifications and increased compensation to management  
16 employees the City Manager performed the requisite financial analysis to  
17 determine the impact of the increased expense these resolutions would impose on  
18 the solvency of the CITY. PLAINTIFF has a serious concern that if the CITY was  
19 in financial trouble in 2016 then the fact that this was coming should have been  
20 known by the CITY's manager in 2014 in seeking a raise for her and other  
21 executive officials.

22 **34.5** In early November 2014, prior to the election on November 4, there  
23 was another agenda item at the City Council meeting to raise benefits for  
24 members of the Council so that the CITY would pay the member's portion of  
25 health insurance and those who receive coverage from other sources would  
26 collect a deferred stipend of \$500 a month to be added to their PERS retirement  
27 fund. PLAINTIFF spoke as a concerned citizen and protested that the Council  
28



1 should wait to see if Measure M passed but only Councilman Norm Griffaw  
2 agreed that it was most wise to wait another month until after the election results  
3 were in.

4 **34.6** In December 2014, the election results were in and PLAINTIFF and  
5 Defendant FIGG were elected in place of former Council members Norm Griffaw  
6 and Ellis Green. After being sworn into office; both then Mayor Pro Tem Sylvia  
7 Munoz-Schnopp and City Manager Cynthia Haas told the Council (including  
8 PLAINTIFF) in the City Council room in the back stated that it was important the  
9 community saw the Council voting as team. At this pre-agenda meeting, they  
10 explained that the Council should discuss and take a straw poll of the items on the  
11 agenda. Such a policy by which a majority of the Council members of a city meet  
12 privately to develop a collective concurrence as to action to be taken by the board  
13 cannot be practiced without violating the Ralph M. Brown Act. Nevertheless,  
14 Haas and Munoz-Schnopp told the Council that the desire is that most of the  
15 Council's decisions would be "The Will of the Council" to demonstrate to the  
16 public that the Council voted unanimously. PLAINTIFF responded that he was  
17 elected to vote "The Will of the People" not "The Will of the Council". Munoz-  
18 Schnopp said PLAINTIFF was wrong she would vote "The Will of the Council".  
19 This controversy continued for several meetings outside of Council meetings.

20 **34.7** In December 2015, at the last City Council meeting, then Mayor  
21 Doug Breeze demanded that PLAINTIFF vote the way he told him to vote with  
22 growing anger and attempting to use his size to physically bully PLAINTIFF into  
23 submission. At the next meeting, Breeze became so angry that he demanded time  
24 without interruption and castigated PLAINTIFF and FIGG for blocking the  
25 chance at getting a grant for a few million dollars. He demanded that we be  
26 removed from the Port Hueneme Water Authority Board. This was a 20 minute  
27 public berating.  
28

1           **34.8** In Spring 2015, then Mayor Munoz-Schnopp worked with City  
2 Manager Haas to hire a team building consultant. The decision was to hire a firm  
3 for \$10,000 on an exclusive contract and on a non-competitive basis. At the  
4 public meeting the firm's representative demonstrated she was uncomfortable in  
5 making the presentation and was new or ill-qualified to lead a team building  
6 session. PLAINTIFF wonders if the CITY was shelling-out contract favors.

7           **34.9** At a City Council meeting in 2015, Councilwoman Munoz-Schnopp  
8 expressed a fearful threat of violence and essentially blamed FIGG as the  
9 aggressor at a meeting of Council members, but PLAINTIFF knew that it was  
10 Councilman Sharkey. FIGG became furious and loudly confronted Sharkey after  
11 being questioned about sexually harassing a woman. Sharkey said, "Nobody gets  
12 out of here alive" and a police officer escorted FIGG from the Council Chamber.

13           **36.10** In June 2015, Steven Gama, a resident with a background in risk  
14 management was running for a seat on the City Council on a platform to  
15 implement fiscal reform, improve public safety, and establish Hueneme Beach as  
16 a brand for economic growth, and he spoke during an open comment period at a  
17 City Council meeting asking what happened to the arrest of Larry Mack, a  
18 former CITY Public Works employee who had been arrested for being under the  
19 influence and selling methamphetamine. Mack was the employee who set up the  
20 computer-operated beach parking kiosks and collected the parking fees from the  
21 parking meters in the beach parking lots alone with no other employee. The  
22 revenues from the parking fees was approximately \$350,00 per year. During this  
23 time frame, PLAINTIFF learned that Defendant NICHOLS in her capacity as  
24 Deputy City Manager had commissioned an internal investigation of large  
25 amounts of parking missing meter funds. PLAINTIFF investigated and learned  
26 that Mack had been arrested and released on bail and Defendant NICHOLS  
27 admitted that she had granted Mack's request to retire as full CalPERS earnings  
28

1 rate and without any discipline whatsoever. When PLAINTIFF asked NICHOLS  
2 about the status of the internal investigation, she replied, "I closed the  
3 investigation." Gama continued to bring up the Mack matters, and PLAINTIFF  
4 learned that his criminal case was coming up for hearing in June 2016.  
5 PLAINTIFF attended the hearing where Mack pled guilty to a reduced charge of  
6 being under the influence (as PLAINTIFF best recalls), and he received probation  
7 for at least 3 years and paid a fine under \$5,000.

8 **38.11** During the same time frame, PLAINTIFF learned of the summary  
9 termination of various CITY employees and the placement of others on extended  
10 paid leave. Defendant NICHOLS expressly refused to provide PLAINTIFF any  
11 information regarding the number of employees who had filed lawsuits.

12 **34.12** In 2013, Defendant NICHOLS was the Assistant to the City  
13 Manager. In that capacity was filling the role of a director of human resources,  
14 and her salary was \$112,091 a year. On February 13, 2014, former City Manager  
15 Haas promoted NICHOLS to the position of Deputy City Manager at a salary of  
16 \$128,892 a year, effective on February 4, 2014. To PLAINTIFF's knowledge,  
17 this position had never been filled before and he has serious doubt as to whether  
18 PORT HUENEME, with a population of only 22,000, needs a deputy city  
19 manager, when a director of human resources could be hired at a much lower rate  
20 of pay. On October 9, 2014, immediately after the adoption of the resolutions,  
21 Haas used Resolution 4094 to place NICHOLS in the Executive Management  
22 Group and upgraded her to Salary Range EX16, effective on September 29, 2014.  
23 On April 21, 2015, Haas gave NICHOLS another raise to \$137,924 a year. On  
24 December 17, 2015, Haas gave NICHOLS another raise to \$147,576, which was  
25 the top of her salary range under her upgrade to EX16 at \$70.95 per hour. Thus,  
26 over a two-year period, NICHOLS salary was increased by \$36,000, an increase of  
27 32%.  
28

1           **34.13** In 2012, Fred Camarillo, the former husband of NICHOLS, was at  
2 the top of his salary range in his position as WW Superintendent at \$101,904 a  
3 year. On October 9, 2014, Haas used Resolution 4094 to place him in the  
4 Management and Professional Group effective September 29, 2014. On May 19,  
5 2015, Haas gave Camarillo out of class pay of 10% of his base salary, \$10,189.90  
6 purportedly based on the elimination of another superintendent position and  
7 including wastewater, fleet and solid waste under his management. NICHOLS  
8 confirmed that the increase was applicable to all add pays. Based on a further  
9 classification approval by the Council on November 9, 2015, Haas reclassified  
10 Camarillo as Environmental Services Manager, giving him a raise equivalent to  
11 the out of class pay instead of the out of class pay. But on December 13, 2016,  
12 City Manager Rod Butler gave Camarillo out of class pay of 15% of his base  
13 salary purportedly for additional assignments in the absence of the Public Works  
14 Director, effective December 19, 2016. On May 18, 2017, Butler granted that out  
15 of class pay continue until he recommends to the Council that the Public Works  
16 Department be once again reorganized in which Camarillo would be reclassified  
17 to Deputy Public Works Director, another questionable deputy position, pending  
18 Council approval. It appears that the reclassifications were merely to give  
19 Camarillo raises to which he was not otherwise entitled and to permit him to  
20 retire at a much higher final salary rate, giving him a substantial increase in  
21 retirement income. Since Camarillo has physical custody of his and NICHOLS'  
22 minor children, NICHOLS benefited by his raises in being obligated for less in  
23 child support and in providing for her children.

24           **34.14** Maria Antonette Alix is employed by the CITY as an accountant in  
25 the Finance Department, where NICHOLS worked when she began her  
26 employment with the CITY. Her personnel actions were made using different  
27 names at different times, including Maria Alix, Toni Alix and "Maria Antonette  
28

1 Alix” raising the question as to whether this was done to make possible raises that  
2 were not otherwise allowable. On November 15, 2014, Alix was at the top of her  
3 salary range at \$73,404 per year. On May 6, 2015, Haas gave Alix retroactive out  
4 of class pay from 5% to 10% of her base pay purportedly for assuming additional  
5 duties due to the absence of the Supervising Accountant, effective on February 2,  
6 2015. On May 19, 2015, Haas ended out of class pay at 10% and continued out of  
7 class pay at 5%. On December 9, 2015, and based on Council action on  
8 December 7, 2015, and approval of the revised Management and Professional  
9 Group salary schedule, Alix was reclassified to Senior Accountant MP-10, and  
10 Alix continued to receive the 10% increase in pay, but now it was a raise and not  
11 out of class pay. On December 15, 2015, Haas gave Alix a raise to the top of the  
12 salary range of her new position at \$81,780 per year.

13 **34.15** On June 22, 2010, Anna Hanley was given a 7% raise in her position  
14 as Police Services Assistant to \$59,772 per year. On January 1, 2011, NICHOLS,  
15 as Acting City Manager, promoted Hanley to Support Services Division Manager  
16 and gave her a raise to \$70,632. On January 24, 2012, Hanley was given an 8%  
17 increase in pay to \$76,284 per year. On January 22, 2013, NICHOLS as Human  
18 Resources gave Hanely a 7% raise to \$81,640 per year. On October 9, 2014,  
19 Haas used Resolution 4094 to upgrade her to salary range MP12 and place her in  
20 the Management and Professional Group. On December 12, 2014, Haas gave her  
21 a 5% raise to \$85,716 per year. On July 17, 2017, Butler gave Hanely retroactive  
22 raises of 8% each year from 2014 through 2017, placing her at the top of salary  
23 range at \$101,904 per year. On the same date, Butler and NICHOLS reclassified  
24 Hanely to Recreation Programs Manager at Tier 1 of the Management and  
25 Professional Group at \$91,836 per year. In addition to the problematic wage  
26 raises in the face of a fiscal crisis, PLAINTIFF has concerns based upon his  
27  
28

1 understanding that Hanely manages no employees although is given the title of  
2 manager and management group rate of pay.

3 **34.16** From 2012 forward, Housing Director Joseph Gately was giving  
4 notice to the CITY that it was taking excessive amounts from the Port Hueneme  
5 Housing Authority for the administrative costs. Haas began employment in  
6 August 2013 and well-knew of Gately's concerns but took no meaningful  
7 corrective action. In August 2015, HUD made a demand for the CITY to  
8 reimburse the Housing Authority \$2.38 Million and the CITY ultimately settled  
9 are reimbursed the Housing Authority approximately \$1.4 Million this year.  
10 Under the circumstances, the huge raises to NICHOLS and senior management in  
11 light of this demand and settlement are very questionable. The Director of the  
12 Finance Department, Robert Bravo was at the top of his salary range when on  
13 October 9, 2014 Haas used Resolution 4094 to place him in the Executive  
14 Management Group and gave him a \$3,500 bonus, even though he was  
15 terminated 8 months later on June 2, 2015.

16 **34.17** In August 2014, HUD sent a letter to the CITY demanding that it  
17 cease and desist from using the improper cost allocation plan. PLAINTIFF  
18 understands that this corrective action was never done during Haas' tenure. HUD  
19 had replied directly to Hass as to Bravo's letter in response to the demand to  
20 cease and desist and flatly said the explanation provided was entirely inadequate.  
21 On or about November 18, 2015, HUD demanded that the CITY reimburse the  
22 Housing Authority approximately \$2.38 Million after it had conducted its own  
23 investigation.

24 **34.18** In December 2015, on the heels of the HUD demand, Haas retired.  
25 Two months later, she submitted a Notice of Claim under the Government Claims  
26 Act, dated February 16, 2016. She brought an entirely bogus claim of harassment  
27 against the CITY, City Council members on the basis of sex and gender  
28

1 discrimination. Sexual harassment was attributed to Defendant FIGG and  
2 harassment to PLAINTIFF. The claim contained no factual description of any  
3 harassment and the claim appeared to be an attempt mischaracterize legitimate  
4 concerns about her management of the CITY and to preempt investigation of her  
5 performance during her employment. The Notice of Claim does not show that it  
6 was filed with the City Clerk and appears to have been submitted directly to the  
7 CITY'S insurance carrier, the Joint Powers Insurance Authority (JPIA). Haas  
8 claimed that she was forced to retire but she receives her full pay in her  
9 retirement, so she has lost no income and claimed none. The only damages she  
10 asserted were an unspecified amount for emotional distress with no explanation of  
11 any expenses or damages whatsoever, not even what the emotional distress  
12 consisted of. On February 25, 2016, only nine (9) days following the claim, the  
13 JPIA acknowledged to new City Manager John Baker that it had entered into a  
14 settlement with Haas for \$279,000. The fact that Haas had made this claim was  
15 not presented to the City Council by the City Manager and no advice, comment or  
16 consent was requested of the Council in entering into the settlement. Until the  
17 spring of the year, PLAINTIFF had no knowledge of the claim and neither he nor  
18 Defendant FIGG were ever interviewed by anyone on the claims against them.  
19 The JPIA threatened to sue PLAINTIFF and FIGG if we talk about the  
20 settlement. After seeing the settlement agreement, both he and FIGG protested to  
21 the JPIA that their names were expressly stated in it and the JPIA issued a  
22 corrective amended agreement. However, the Ventura County Star, where  
23 Councilman Jon Sharkey's wife is a 20-year columnist, published that  
24 PLAINTIFF and FIGG were malicious aggressors who were obviously guilty and  
25 are unfit to be councilmembers. PLAINTIFF finds the merits of the Haas claim  
26 and settlement to be extremely suspect and unsavory and not in the best interests  
27  
28



1 of the CITY and an action by the JPIA to undermine PLAINTIFF and enforce  
2 CITY management's dominance over the City Council.

3 **34.19** Juanita Guzman was in charge of the CITY budget, including the  
4 cost allocation plan, in the Finance Department, reporting directly to the Finance  
5 Director. No doubt aware that after the cease and desist letter, HUD had  
6 performed an on-site financial management review and a demand for  
7 reimbursement was coming, Guzman resigned on October 30, 2015. On May 2,  
8 2016, following in the footsteps of Haas, Guzman filed a Notice of Claim against  
9 the CITY, which was longer than the allowable 6 months to file a claim following  
10 the event or events that ended when she retired. Those accused of harassing her  
11 were the City Manager Haas, NICHOLS and "a Council Member". As to the  
12 information to consider the merits of the claim, nothing was provided. It is almost  
13 a mirror image of the Haas Notice of Claims. Guzman's, however, shows it was  
14 filed with the CITY on May 5, 2016. Just two months later, on July 5, 2016, the  
15 CITY settled with Guzman for \$50,000 on a claim absent any evidence of a  
16 hostile environment or any quit pro quo and thus on which there would appear to  
17 be a complete defense, in addition to Guzman's serious failure of her performance  
18 with respect to the cost allocation plan and completely failing in her obligation to  
19 perform "true-ups" which should subject her to termination. Once again, the City  
20 Council was not notified of the claim, nor consulted, nor did it have advance  
21 knowledge of the settlement or consent to it.

22 **34.20** After PLAINTIFF began his term as a City Council member, he  
23 began working with Defendant FIGG toward their common interest in  
24 questioning the work of Defendant NICHOLS and the ever-changing City  
25 Manager in their roles as members of the City Council, which is the governing  
26 body of the CITY. Defendant FIGG's wife, Tamah Figg, was a long-term  
27 employee of the CITY as the Code Compliance Manager.  
28



1                   **34.20.1** In 2013, Tamah Figg was at the top of her salary range at  
2                   \$91,811 per year. On October 9, 2014, Haas upgrade her to salary range  
3                   MP12 and placed her in the Management and Professional Group pursuant  
4                   to Resolution 4094. On June 22, 2015, Haas gave her a 5% raise to \$96,396  
5                   per year. On September 2, 2016, NICHOLS signed as City Manager to give  
6                   her a 5.7% raise to \$101,904 per year, and she made it retroactive to June  
7                   1, 2016.

8                   **34.20.2** It is PLAINTIFF's understanding that NICHOLS made  
9                   deals with Juanita Guzman and Defendant FIGG to settle bogus Guzman  
10                  claim and buy off Defendant FIGG by permitting his wife to retire at the  
11                  top of her new salary range, maximizing the amount of her retirement  
12                  income. Tamah Figg retired on February 28, 2017.

13                  **34.20.3** During the early summer of 2016. Defendant FIGG was  
14                  Mayor and PLAINTIFF was Mayor Pro Tempore. At that time,  
15                  PLAINTIFF began to take notice that FIGG seemed to be increasingly  
16                  supportive and promoting Defendant NICHOLS. One occasion when  
17                  PLAINTIFF and FIGG discussed a press release he said he thought it was a  
18                  good idea to get NICHOLS to issue the press release. This surprised  
19                  PLAINTIFF because previously he was against NICHOLS. Since that time,  
20                  Defendant FIGG has been aligned with Defendant NICHOLS and ceased  
21                  all questioning and opposition to her.

22                  **34.21** The above wage raises, and many others, appear to PLAINTIFF to  
23                  have been given so as to buy and reward employee loyalty to NICHOLS in  
24                  serving her self-interest, not on the basis of merit and not the interests of the  
25                  CITY.

26                  **34.22** Defendant NICHOLS has obtained a rubber stamp from the City  
27                  Council in the selection of her choices for City Manager and the Chief of Police.  
28

1 Rod Butler, the present City Manager, has had three (3) City Manager positions in  
2 various cities over the last seven (7) years and appears to have acted as a rubber  
3 stamp for NICHOLS' wishes. PLAINTIFF sees that although NICHOLS has  
4 resigned her position and is working elsewhere, she continues to influence  
5 employment decisions of Defendant CITY and he suspects that she intends to  
6 have the City Council appoint her to the City Manager position when Butler  
7 leaves, which he suspects will not be very long from now.

8 **34.23** From PLAINTIFF's perspective, the City Council has become a  
9 rubber stamp for the decisions of the City Manager and Deputy City Manager,  
10 thereby transferring governing authority from the City Council to them as their  
11 fiefdom and primarily for their personal advantage.

12 **34.24** The CITY has received many employment law claims following  
13 employment termination decisions made by Defendant NICHOLS' and the City  
14 Manager. By May 2016, the JPIA required that the CITY enter into a  
15 performance improvement plan. After a year, the JPIA was not satisfied that the  
16 CITY had made needed changes and gave notice of an intention to cancel the  
17 CITY's coverage for employee claims, which resulted in a modification of the  
18 insurance contract so that now the CITY must pay a higher deductible for claims.  
19 While the Haas and Guzman claims were paid with no evidence of liability or  
20 damages or any investigation, the CITY and its carrier have opposed other  
21 employee claims without good cause and have caused the damages of these  
22 claims to continue to grow as the lawsuits approach trial and PLAINTIFF has a  
23 serious question as to whether these claims are being handled in the CITY's best  
24 interests, or whether the strenuous defense of these cases is serving the interests  
25 of Defendant NICHOLS creating pretexts for wrongful terminations with the help  
26 of allies.

1           **35.** At the City Council meeting on September 19, 2016, when NICHOLS was  
2 seeking again another raise, and Defendant FIGG supported her but PLAINTIFF  
3 respectfully asked her as leader setting the example to forego the raise the city was still  
4 in tight financial conditions, stating, “Thank you Mr. Mayor. Carmen, you are a font of  
5 institutional knowledge of this organization. You probably have more time and grade in  
6 putting all kinds of mixtures of this whole City together here, and I complement you on  
7 that. You have a good education, your bright, your brilliant, your cute – I shouldn’t say  
8 that – pleasant looking, okay, not to get into the feminism part of it. The one thing I kind  
9 of feel concerned about – and I understand that everybody wants to elevate themselves  
10 and make a little bit more money – this is a temporary thing, and our City is really in a  
11 hurt locker, it’s really in a hurt locker, we’ve just gone through a whole mess of stuff in  
12 the back room here. We’ve got reports from Mr. Baker that we are “in deep kimchi” to  
13 use an army term. So, every few thousand dollars – every thousand dollars, is a hurt. As  
14 I understand the City Council persons – I have, Tom has, we’ve voluntarily dropped  
15 some of our benefits, sizeable, but that’s alright, I’m glad to do that, it’s part of the  
16 thing. Now, I see a lot of other people, other people when I’m saying that, within the  
17 City, are taking pay cuts. They’re taking cuts all over the place, and you haven’t been in  
18 the Army, but in the Army, and the Marine Corps, the leader sets the example. I know  
19 it’s a different concept than what the military thinks. I would hope that you would  
20 bypass the raise for this interim time, because almost every other employee has made a  
21 sacrifice, and we’ve lost a lot of employees. You’re an exemplary person, and I  
22 understand that, and I like – I know that everybody likes to have extra money in their  
23 pocket, and it’s a gratification to know that you’re going up the ladder. But, in my  
24 perspective, military as it may be, I would be very proud of you if you accept the job as  
25 the Interim City Manager and bypass the pay raise. I think that would be a very  
26 wonderful act on your side. That’s what I ask, please.

27  
28

1           **36.** Mayor FIGG then asked the Council if anyone had any question, and then  
2 he stated, "No questions other than to say that I look at this as hazardous pay. If I  
3 wanted to step into the position of where we are today, she damn well deserves a bump  
4 in her compensation. We are not at a place in time where we can be overly selective,  
5 and I understand your concern, but Carmen would be taking on responsibility she  
6 doesn't currently have. That's part of the reason that we have Mr. Baker backfilling  
7 some of the work that she currently performs. So, I understand, and I sympathize with  
8 your desire to be as frugal as you possibly can, but I don't want to discourage somebody  
9 from stepping up and taking on duties that that individual doesn't currently perform.  
10 And so, I think that the total dollar cost is somewhere in the range of \$5,500.00. Is that  
11 correct?

12           **37.** PLAINTIFF replied that it was correct, However, it was actually twice that  
13 much but NICHOLS claimed that by reason of the vacancy of another position the net  
14 effect was \$5,500 NICHOLS has engaged in a pattern of terminating employees and  
15 then asking for a raise claiming that the net effect of the raise is not that much. FIGG  
16 then said, "And we can ill afford not to have a commander and chief. So, I respectfully  
17 disagree with your assessment. I appreciate your points." PLAINTIFF responded,  
18 "That's alright, everybody disagrees with me anyway." FIGG replied, "Those are my  
19 comments." PLAINTIFF then said, "Okay thank you very much Councilman Figg I  
20 appreciate this. And I can understand it, but every time a police officer goes out there,  
21 every time a fireman goes out there, they put their life on the line. Every time a  
22 lifeguard goes out there they put themselves on the line. And they do it because of  
23 dedication. And I have a very strong feeling that with Carmen being here nineteen,  
24 twenty years whatever it may be, that just because she didn't get an extra five thousand  
25 dollars that she would quit and say no I don't want it. I doubt that very seriously. So, I  
26 kind of stand by my principals in that. No offense whatsoever Mr. Mayor." All Council  
27 members voted to grant the raise except PLAINTIFF, and the Council moved on to  
28

1 other agenda items. Defendant NICHOLS has recently claimed that PLAINTIFF did not  
2 support her raise because she is a female which is plainly false.

3       **38.** On July 7, 2017, Defendant NICHOLS gave a PowerPoint presentation of  
4 compensation and earnings of CITY employees based on the 2014 State Comptroller's  
5 Reports. She acknowledged that that the City Council had given up a total of \$56,700,  
6 or an average of \$11,230 per member per year having been previously paid by the CITY  
7 for their shares of Social Security and Medicare benefits, which the members were now  
8 paying themselves. She talked about such concessions having been made by other  
9 employees including police officers, including the elimination of the CITY paying the  
10 employee portions of the contributions for health insurance and to 457 and 401k plans.

11       **39.** PLAINTIFF then noted that the concessions given by CITY employees  
12 were a bit higher than most other cities of equal size, and NICHOLS said yes. He stated,  
13 **"Management in concessions took a reduction of \$10,598. But on the back side you**  
14 **didn't mention, from what I understood, there was kind of a sneaking back door raise**  
15 **for some other employees that I feel very uncomfortable about. I think it's giving out**  
16 **kind of false information."**

17       **40.** NICHLOS replied, "Alright, there is no sneaky back door raises given to  
18 employees. Raises are either given for merit, um, meaning that an employee has  
19 received a satisfactory evaluation and has (unintelligible) their classification to receive  
20 an increase. Those raises are approved by the City Manager. An employee may also get  
21 an out-of-class pay raise, for example if a police officer who sits in a let's say in a senior  
22 officer position and a temporary Sergeant position comes up he may receive an out-of-  
23 class pay raise. That's approved – recommended by the Department head and again  
24 approved by the City Manager. You asked about interim pay so if an employee steps  
25 into an interim position, an employee may also get an increase that way. Um, other than  
26 that, there are no sneaky back door (unintelligible)."  
27  
28

1           **41.**     PLAINTIFF replied, “Ms. Nichols, remember that when we made this  
2     changeover last year, that even though the management professionals – I think it was  
3     eight or ten, they got a back door raise in there, they gave away so much, that then  
4     they were compensated on the back side and received 12% in total salaries, and I  
5     wasn’t happy with it at that time, and I don’t think that this is of concern to you, but  
6     this is kind of presenting a false image. NICHOLS responded, “Okay, I’m not going to  
7     debate your opinion.”

8           **42.**     Defendant FIGG in his capacity as Mayor stated, “I’m not really sure what  
9     I’m understanding you’re saying. I think perhaps we just conclude the discussion at this  
10    point.” PLAINTIFF agreed.

11          **43.**     Then Defendant FIGG stated, “I don’t think it’s appropriate to make those  
12    kinds of statements without having the facts. And I apologize to our Deputy City  
13    Manager for that exchange.”

14          **44.**     By “Confidential Memorandum” dated August 2, 2017 to Butler as City  
15    Manager, Defendant NICHOLS resigned to take the position of Deputy City Manager in  
16    the City of Goleta. She expressed no reason for her resignation in the memorandum. In  
17    another “Confidential Memorandum” of the same date to Charlie Green, the CITY  
18    Attorney, she stated, “While not ideal, I have accepted a position at another agency.”  
19    She then went on to state, “It has been extremely difficult for me to continue working  
20    in Port Hueneme due to Jim Hensley’s treatment of me and his obvious public sexist  
21    comments and false remarks about me (and other issues we have and have not  
22    discussed). Based on his past actions in a similar situation, I don’t trust that Mr.  
23    Hensley’s treatment of me is going to stop even after you attempt to advise him  
24    following the July 17<sup>th</sup> City Council meeting. Unfortunately, the only way to protect  
25    myself is by resigning. [¶] His false and demeaning statements have been made during  
26    council meetings; directly to community members; councilmembers of Port Hueneme  
27    and Oxnard, city staff, the City Manager, to you, employees at other agencies (during  
28

1 his service as an assigned board member); in emails and print and other media. Some  
2 comments were made in a written performance evaluation he wrote of me, which is  
3 beyond his scope of duty. He has insisted that Mr. Baker, Mr. Butler, and you find a  
4 way to terminate my employment, and I fear that he will retaliate against Mr. Butler  
5 because he has not fired me. It's been quite humiliating for me to deal with phone calls  
6 from volunteers and/or members of the public and visits from my colleagues expressing  
7 their concern over his comments about me, and yet, I put a smile on my face. [¶] I am  
8 leaving Port Hueneme and insist that Mr. Hensley and any other Councilmember or  
9 executive staff member refrain from making unsubstantiated, false and/or baseless  
10 public statements about me. I am especially concerned that Mr. Hensley may try to  
11 sabotage me by reaching out to any future employer or by making untruthful defamatory  
12 remarks in the press or media.”

13       **45.** At the City Council meeting on August 7, 2017, Defendant FIGG in the  
14 capacity of Mayor Pro Tempore stated that he believed that there were a number of  
15 employees who wish to express good wishes to “a departing employee” that “*is not part*  
16 *of the agenda item* but they expected it would be an open forum”. Then several persons  
17 spoke of NICHOLS in glowing terms, including volunteers for CITY museums who  
18 could have just as well done so by letter and were obviously organized to appear by  
19 NICHOLS as were others who followed besides Police Officers Association President  
20 Balthazar Tapia and who falsely characterized PLAINTIFF as having harassed women  
21 in the past.

22       **46.** Officer Tapia spoke at length about his displeasure and disappointment  
23 with the City Council and CITY management and the fact that they are getting raises,  
24 including NICHOLS and her ex-husband, Fred Camarillo, despite a “financial crisis”.  
25 He said employees who are “liked” were getting paid more. He said the Police  
26 Department was not the cause of the CITY financial issues, it was the CITY not coming  
27 up with solutions to budget deficits other than employee benefits concessions. He said  
28



1 the union intended to bring the matter to the superior court and the State Comptroller's  
2 Office so that "management can explain why we are in such dire straits".

3       **47.** Then Dawn Hamilton spoke and stated, "A few days ago, it came to my  
4 attention that Carmen Nichols, a loyal, long-time city employee has resigned her  
5 position at the City of Port Hueneme. This news was shocking enough, but when I  
6 found out the reason for her resignation, I was truly upset by it. I'm sad to say that I  
7 was not shocked to hear that Mr. Hensley made offensive remarks. That seems to me to  
8 be his specialty. His unnecessary comments have resulted in the loss of a valuable  
9 employee with a wealth of institutional knowledge and a history of loyalty and service  
10 that is second to none. Mr. Hensley is, no doubt, embarrassed now. If he's not, he  
11 should be. He should have chosen his words more carefully. He is, at best, a very real  
12 liability to the reputation and financial welfare of the City of Port Hueneme. Due to his  
13 continued unprofessional behavior and actions, Council Member Hensley should be  
14 asked to voluntarily resign his position as a Council Member by the other Members of  
15 this Council. If he refuses to resign, then he should be stripped of his duties as a  
16 Council Member until the end of his current elected term to protect the interests of the  
17 City and other venues. The duties of the office are clearly too much for him to handle  
18 responsible, and, therefore, he has no right to the benefits of the office he holds.  
19 Furthermore, Mr. Hensley owes the City, the citizens, and particularly Ms. Nichols a  
20 public apology. Thank you."

21       **48.** Donna Breeze spoke next, stating, "Hi, this is my first time speaking before  
22 you guys. It kind of feels weird to be up here, but good evening to the Mayor and the  
23 Mayor Pro-Tem and all the Council Members. My name is Donna Breeze and I'm here  
24 to speak about Carmen Nichols' resignation. I just want to say that I am very  
25 disappointed and I'm very saddened that we're losing a long-time valuable, dedicated  
26 employee due to, in part, the inappropriate behavior of Mayor Pro-Tem Jim Hensley. I  
27 believe his behavior demonstrates his lack of leadership abilities and disrespect for staff,  
28



1 which is unacceptable for an elected official. In my opinion, Mayor Pro-Tem Hensley  
2 owes a public apology to not only Carmen, but to all City staff and to the residents of  
3 Port Hueneme who some elected him to this position. I think it would be a good idea for  
4 all of us to step back and reflect on what happened so that this doesn't happen again,  
5 because it's going to have a significant impact on the City. She was a long-time  
6 employee that did great things for this City, and it is a great loss for us, and I think we  
7 all need to step back and reflect on that. I personally want to wish Carmen the best at the  
8 City she's going to because they're definitely getting a star, and we're getting a red  
9 mark."

10 **49.** Traci Phillips first spoke as the CEO of the Hueneme Chamber of  
11 Commerce, giving an update of events, complimenting NICHOLS on behalf of the  
12 Chamber of Commerce Board of Directors. She then spoke as an individual, stating, "I  
13 would like to take an opportunity to speak as a resident on the departure of our Deputy  
14 City Manager. First and foremost, best of luck Carmen. I know you will do great things  
15 in Goleta. But I think I would be remiss if I did not take an opportunity to speak about  
16 what I have personally witnessed that might have led to this position or to this moment  
17 in time. The video of the City Council Meeting on July 17 may seem harmless to people  
18 who have not been at previous meetings or in other venues. It may just seem like a  
19 difference of opinion. But past interactions prove otherwise. It was August or  
20 September of 2016 at a Council meeting when Ms. Nichols was up for review of an  
21 interim pay increase to compensate her for the interim work she was doing filling the  
22 shoes while a new City Manager was sought. I was here at that meeting, and the  
23 comment that was made suggesting that she turn down a temporary – temporary  
24 increase in pay for increased work was more than offensive, and it was capped off by a  
25 comment that while you're pretty to look at, the City can't afford it. Go back and watch  
26 the tape. The fact that a lawsuit has not been brought on that until now blows my mind,  
27 because if it would have been me, it would have been a completely different story. And  
28

1 it's not just Carmen. You speak poorly to women continually. I've seen you do it to  
2 Council member Schnopp; you've done it to me in the Chamber at my own meeting.  
3 Anybody who is upset about what Ms. Haas did when she left here, if they were here at  
4 that meeting or they watched those tapes, they now have a doubt in their mind that  
5 maybe her accusations, I don't know if they're true, but they could be, if they're not for  
6 that comment. You lack professionalism, you talk down to people, and your  
7 grandstanding gets boring, at best, and at this point in time, a resignation to me seems  
8 trite and disingenuous because it would just cost the City more money, of which you've  
9 already clearly pointed out we don't have. Apologies are definitely warranted and  
10 deserved. I concur with the proposal to strip you of your duties as you are a liability to  
11 this City and for God sakes quit abstaining. Take a position. You got elected for a  
12 reason."

13 **50.** After more speakers spoke laudably of NICHOLS, Defendant FIGG stated,  
14 "That does bring us to 14a and let me get to that part of the Agenda. Okay, Page 103,  
15 I've got, I'm sorry bear with me I've got it disordered. Okay, Mr. Butler I know this is  
16 your – it's under your signature – but would it be acceptable to you if I kind of took the  
17 lead on this?

18 **51.** Butler replied, "Yes Mayor, this came forward from the Council, and we  
19 would like if you take the lead we think that's appropriate."

20 **52.** Defendant FIGG continued, stating, "Please, very difficult, normally I  
21 don't do this, but these are not normal times. So, I have a written statement, and I'd like  
22 to read it, so please bear with me. At a last regular meeting, Mayor Pro-Tem Jim  
23 Hensley made some unfortunate inflammatory remarks directed towards City Staff.  
24 That exchange followed one week later with the resignation of Ms. Carmen Nichols,  
25 Deputy City Manager, a highly valued member of the City's organization. Ms. Nichols'  
26 resignation was accompanied with troublesome remarks regarding Mr. Hensley and his  
27 actions that have occurred over an extended period of time. So here we are. Carmen has  
28

1 been the glue that has held this City together during a period of incredible transition.  
2 She serves many critical roles within the organization, and now she's leaving just when  
3 we were gaining a head of steam. Mr. Hensley and I were voted into office in 2014 on a  
4 common platform promoting change and transparency. Where we differ is that the ends  
5 do not justify the means. Hearsay and opinions do not substitute for facts. I applaud Mr.  
6 Hensley for his activism. However, the manner of his delivery undermines the very  
7 objectives he hopes to achieve. Many of us have counseled Mr. Hensley on these and  
8 related matters. But unfortunately, that advice hasn't been heeded. When all is said and  
9 done, the mean-spirited and reckless remarks that Mr. Hensley has made in the past  
10 cannot be tolerated in the future. Consequently, I've introduced this resolution not to  
11 discredit or dissuade Mr. Hensley from his activism. Rather, the purpose is to moderate  
12 his approach. Let there be no mistake. *This is my initiative and mine alone. Neither our*  
13 *City Manager, City Attorney, or any other Council Member has advocated for this*  
14 *resolution.* I've also been told that this situation could cause a political imbalance and  
15 possibly derail the positive initiatives on which this Council has now embarked. In my  
16 humble opinion, whatever the risks or fallout that might result does not and cannot  
17 condone the behavior or the damage that has occurred. I consider Mr. Hensley to be a  
18 friend and a colleague, so this is terrible difficult for me, just as it is painful for him. So,  
19 in conclusion, I'm asking that the City Council consider the resolution in your packets.  
20 If approved, it would strip Mr. Hensley of all of his basic duties, short of being –  
21 continuing to be a City Council member, and with that I'll welcome any further  
22 comments or questions that my colleagues might have.”

23       **53.** At that point, Charles Green, City Attorney stated, “Mr. Mayor, I need to  
24 interpose here and recommend to Mayor Pro-Tem Hensley that he has a conflict on this  
25 (unintelligible) law conflict, and it would be my recommendation that he declare that  
26 conflict and the remove himself from the Chamber.” PLAINTIFF replied, “Okay, but  
27 am I going to have a chance to explain myself?”  
28

1           **54.**     Green further stated, “Well, you can’t do it as a Council member, ah,  
2 because, and be present – the law is very clear, if you have a conflict, you must remove  
3 yourself from the Chamber, so I think your explanation will have to be on another  
4 occasion, or in general Council Member comments or something like that, but not in  
5 connection with the specific motion, so I’d recommend that you declare the conflict and  
6 absent yourself to protect yourself from that consequence.” PLAINTIFF responded,  
7 “But I can’t protect myself.”

8           **55.**     Councilwoman Schnopp then stated that this is the second time that  
9 PLAINTIFF has been censured and sanctioned in two and a half years, and that is two  
10 times too many. Then the other Council members said goodbye to NICHOLS and  
11 wished her well.

12           **56.**     The City Council then passed a resolution deeming PLAINTIFF comments  
13 on July 17, 2017 toward NICHOLS to be unwarranted, unfounded, unsubstantiated,  
14 unprofessional and not worth of an elected official of the CITY. It further states, “On  
15 the basis of substantial evidence (much of which is confidential in nature), and for the  
16 reasons described in Section 1, the City Council hereby declares that Mayor Pro Tem  
17 Jim Hensley is officially reprimanded for his conduct which is reprehensible and  
18 unacceptable, and that his actions are below the minimal standard of behavior for a  
19 member of the City Council of the City of Port Hueneme.” The resolution goes on to  
20 remove PLAINTIFF from all committees, commissions and organizations to which he  
21 had been appointed by the Council. He was then removed only from the committees on  
22 which he received income for his attendance at meetings, including the Ventura County  
23 Regional Sanitation District, Ventura County Gold Coast Transit District and the Water  
24 Authority District. He was also stripped of his position as Mayor Pro Tem with the  
25 obvious intention that he never again be appointed to that position.

26           **57.**     It was evident that the events at the Council meeting on July 17, 2017 were  
27 orchestrated by NICHOLS in conspiracy with Defendant FIGG to bring discredit to  
28

1 PLAINTIFF for inquiring into serious matters regarding the performance of NICHOLS  
2 and for inquiring into whether there should be a modification to the authority the  
3 Council previously granted to the City Manager, and in turn, the Deputy City Manager,  
4 over employee discipline, raises and promotions, and for inquiring into whether the  
5 CITY actually needs a Deputy City Manager, and for inquiring into the disparity of  
6 treatment of employees that appears to be based on extracting loyalty to NICHOLS as a  
7 basis for keeping a job, and being given raises and promotions. It appears that FIGG,  
8 together with Councilwoman Schnopps and others, decided as a Council majority to  
9 take action outside of a Council meeting in advance of the July 17, 2017 City Council  
10 meeting.

11 **58. Under the First and Fourteenth Amendments open to the public, a**  
12 **speaker may not be stopped from speaking at a City Council meeting merely because**  
13 **a Council member disagrees with the viewpoint he is expressing or because it might**  
14 **offend a CITY official.**

15 **59. The reprimand of PLAINTIFF and removing him from committees on**  
16 **which he received income was punitive and constitutes viewpoint discrimination in**  
17 **violation of the First and Fourteenth Amendments.**

18 **60. Defendant CITY further ratified the punitive action intended to chill**  
19 **PLAINTIFF's right to freedom of speech in furtherance of his legislative duties as a**  
20 **City Councilman when the City Attorney advised him that he could no longer speak or**  
21 **participate at the meeting in his capacity as a City Council member.**

22 **61. As a proximate result of the wrongful acts of Defendants, and each of them,**  
23 **PLAINTIFF has been harmed by having suffered actual, consequential and incidental**  
24 **financial losses, including without limitation, lost wages and benefits damages to his**  
25 **professional reputation, all in an amount subject to proof at the time of trial.**  
26 **PLAINTIFF claims such amounts as damages.**

1           **62.** As a proximate result of the wrongful acts of Defendants, and each of them,  
2 PLAINTIFF has suffered and continues to suffer embarrassment, humiliation, mental  
3 anguish, and emotional distress, all in an amount subject to proof at the time of trial.  
4 PLAINTIFF claims such amounts as damages.

5           **63.** The acts taken toward PLAINTIFF were authorized by Defendant CITY  
6 and carried out by Defendants NICHOLS and FIGG, who violated clearly established  
7 constitutional rights of which a reasonable person would have known, and who acted in  
8 a despicable, oppressive, malicious, deliberate, egregious, and inexcusable manner in  
9 order to injure and damage PLAINTIFF with reckless and callous disregard for  
10 PLAINTIFF's constitutionally protected rights, and PLAINTIFF seeks punitive  
11 damages against Defendants NICHOLS and FIGG according to proof at trial.

12           **64.** PLAINTIFF has no adequate or speedy remedy at law for the conduct of  
13 Defendants described above. This action for injunctive relief is PLAINTIFF's only  
14 means of securing prospective relief, preventing further violation of PLAINTIFF'S right  
15 to freedom of speech, and PLAINTIFF seeks a permanent injunction against the CITY,  
16 including the City Counsel, to restrain Defendants from taking punitive action against  
17 PLAINTIFF based on viewpoint discrimination, and compelling Defendant CITY to  
18 reinstate PLAINTIFF as Mayor Pro Tempore and to all committees on which he was  
19 removed by the City Council on August 7, 2017.

20           **65.** As a proximate result of the wrongful acts of defendants, and each of them,  
21 PLAINTIFF has been forced to hire attorneys to prosecute his claims herein, and has  
22 incurred and is expected to continue to incur attorneys' fees and costs in connection  
23 herewith. PLAINTIFF is entitled to recover his attorneys' fees and costs pursuant to 42  
24 U.S.C. §1988 and the principles of equity.

25 //

26 //

27 //

