



FILE COMPLETED FORM BY MAIL OR IN PERSON AT:

CITY OF FULLERTON
City Clerk's Office
303 W. Commonwealth Avenue
Fullerton, CA 92832

OFFICE USE ONLY
RESERVE FOR FILING STAMP

DEC 10 '19 PM 3:52

CLAIM FOR DAMAGES TO PERSON OR PROPERTY

CLAIM NO. _____

INSTRUCTIONS

1. Claim for death, injury to person or to personal property must be filed no later than six months after the occurrence (Gov. Code Sec. 911.2).
2. Claims for damages to real property must be filed no later than 1 year after the occurrence (Gov. Code Sec. 911.2).
3. Read entire claim form before filing.
4. See page 2 for diagram upon which to depict location of accident.
5. **THIS CLAIM FORM MUST BE SIGNED AND DATED ON PAGE 2 AT BOTTOM.**
6. Attach separate sheets, if necessary, to give full details. SIGN EACH SHEET.

TO: CITY OF FULLERTON		Date of Birth of Claimant CONFIDENTIAL
Name of Claimant KATHRYN HAMEL		Occupation of Claimant FORMER POLICE LIEUTENANT
Home Address of Claimant CONFIDENTIAL PC 832.7	City, State & Zip	Home Telephone Number () CONFIDENTIAL PC 832.7
Business Address of Claimant LAW OFFICES OF GOLDBERG & GAGE 23002 VICTORY BLVD. WOODLAND HILLS CA, 91367	City, State & Zip	Business Telephone Number (818) 340-9252
If different from above state name, address and telephone number to which you desire notices or communications to be sent regarding this claim: KHAMEL [REDACTED]; BGAGE@GOLDBERGANDGAGE.COM		Cellular Telephone Number () CONFIDENTIAL

When did DAMAGE or INJURY occur? Date CONTINUING Time _____ A.M. or P.M.	Names of any city employees involved in INJURY or DAMAGE
If claim is for Equitable Indemnity, give date claimant served with the complaint: Date _____	

Where did DAMAGE or INJURY occur? Describe fully, and depict on diagram on reverse side of this sheet. Where appropriate, give street names and address and distances from landmarks:
SEE ATTACHED NARRATIVE

Describe in detail how the DAMAGE or INJURY occurred:
SEE ATTACHED NARRATIVE

Why do you claim the City is responsible?
SEE ATTACHED NARRATIVE

Describe in detail each INJURY or DAMAGE:
SEE ATTACHED NARRATIVE

THIS CLAIM MUST BE SIGNED ON REVERSE SIDE

CC to Claimant _____

COF_PRR# 20-336_000465

The amount claimed, as of the date of presentation of this claim, is computed as follows:

Damages incurred to date (exact):

Damage to property.....\$ 0
Expenses for medical/hospital care.....\$
Loss of earnings.....\$

Total damages incurred to date.....\$ OVER \$10,000

Estimated prospective damages as far as known:

Future expenses for medical/hospital care...\$
Future loss of earnings.....\$
Other prospective damages (detail).....\$

Total estimated prospective damages.....\$ 1,000,000

TOTAL AMOUNT CLAIMED AS OF DATE OF PRESENTATION OF THIS CLAIM ...\$ 1,000,000 PLUS

Was damage and/or injury investigated by police? _____ If so, what city? _____ Case No. _____

Were paramedics or an ambulance called? _____ If so, name city or ambulance _____

If injured, state date, time, name and address of doctor for your first visit:

WITNESSES to DAMAGE or INJURY. List all persons and addresses of persons known to have information.

Name _____	Address _____	Phone () _____
Name _____	Address _____	Phone () _____
Name _____	Address _____	Phone () _____

DOCTORS and HOSPITAL:

Hospital _____	Address _____	Date Hospitalized _____
Doctor _____	Address _____	Date of Treatment _____
Doctor _____	Address _____	Date of Treatment _____

READ CAREFULLY

For all accident claims place on the following diagram names of streets, including North, South, East and West. Indicate place of accident by "X" and by showing house numbers or distances to street corners. If city vehicle was involved, designate by letter "A" location of City vehicle when you first saw it, and by "B" location of yourself or your vehicle when you first saw City vehicle. Indicate place of City vehicle at time of accident by "A-1" and location of yourself or your vehicle at the time of the accident by "B-1" and the point of impact by "X". NOTE - if the diagram below does not fit the situation, attach a proper diagram signed by claimant.

Signature of Claimant or person filing on behalf of
Claimant (give relationship to Claimant):

Type or Print Name:
BRADLEY C. GAGE

Date:
12/10/19

NOTE: CLAIMS MUST BE FILED IN THE CITY CLERK'S OFFICE (Gov. Code Sec. 915.A) PRESENTATION OF A FALSE CLAIM IS A FELONY (Pen. Code Sec. 72).

CC to Claimant _____

COF_PRR# 20-336_000466

December 10, 2019

Attachment to Kathryn Hamel Claim for Damages

On or about January 18, 2019, claimant entered into a confidential settlement agreement with City of Fullerton. Leading up to this agreement, several “confidential draft” versions of the agreement were exchanged between claimant and City of Fullerton officials via email. The drafts were confidential under a variety of laws, including without limitation Penal Code § 832.7; Evidence Code Section 1152 and 1155 and Government Code § 3300 et. seq.

Defendants provided this confidential information as an act of retaliation against claimant who was involved in gathering evidence of criminal wrongdoing by police officers and otherwise acts as a whistleblower. This retaliatory publication violates the Peace Officers Bill of Rights, it invades the right of privacy and published information about claimants in a false light damaging the reputation of claimant and impacted her future earnings and earning opportunities. .

On or about June 11, 2019 Friends for Fullerton’s Future blog published a confidential draft of the settlement agreement online. The draft document was from mid January, 2019 and was confidential as part of settlement discussions, under the mediation privilege, and to the extent it involved claimants employment also is protected as a personnel record under the Penal Code and Peace Officer’s Bill of Rights. Disclosing this information was malicious.

On or about June 13, 2019 Friends for Fullerton’s Future blog published written communications that appear to be emails referencing ongoing settlement discussions as well as another email that references an ongoing and internal affairs investigation. Based on information and belief, this information was provided to Friends for Fullerton’s Future blog by members of the Fullerton Police Department, most likely the Chief of Police, as a further act of whistleblower retaliation for claimant exposing wrong doing and criminal actions by police department executives and supervisors.

After June 13, 2019, based on information and belief, the City of Fullerton demanded the records they improperly disclosed to be returned to the City and/or removed from the blog, stating they were confidential personnel records, not subject to disclosure. Despite the City’s request, the confidential records remain posted on the blog.

The City of Fullerton is not allowed to simply disclose confidential police officer information, including Internal Affairs investigations.

Cal. Evid. Code § 1043 (a) requires that “[i]n any case in which discovery or disclosure is sought of peace ... officer personnel records... the party seeking the discovery or disclosure shall file a written motion with the appropriate court... upon written notice to the governmental agency which has custody or control of the records.” (Emphasis added.) “Upon receipt of the notice the governmental agency served shall immediately notify the individual whose records are sought.” Cal. Evid. Code § 1043(a). (Emphasis added.)

The *Pitchess* process is the sole way to obtain police officer personnel files. “The question before us is whether the conditional privilege created by section 1043 of the Evidence Code for peace officer personnel records protects **all information** in a deputy sheriff's file **without regard to whether a particular piece of information can also be found elsewhere. Our answer is that it does.**” *Hackett v. Superior Court*, (1993) 13 Cal.App.4th 96, 97(Emphasis added).

California *Evidence Code Section* 1043(b)(3) also requires good cause for the production of records. “Good cause” is defined as that “statement of the facts which supports relevancy to the subject matter of the lawsuit,” or that which is reasonably calculated to lead to admissible evidence.” Materiality is properly shown if the information sought will facilitate the ascertainment of the facts and a fair trial. *Haggerty v. Superior Court* (2004) 117 Cal. App.4th 1079, 1085.

The good cause standard is set forth in *City of Santa Cruz v. Municipal Court* (1989) 49 Cal. 3d 74, and specifies that the declaration in support of the motion requesting a peace officer's personnel records must provide a “specific factual scenario” establishing a “plausible factual foundation” for allegations, and set forth the materiality of the discovery sought to the subject matter involved in the pending litigation. *City of Santa Cruz*, 49 Cal. 3d 74.

In order to show good cause and materiality, a party seeking *Pitchess* material is required to provide a specific factual scenario, establishing a plausible, factual foundation in order to satisfy the mandate of Evidence Code section 1043(b)(3). *City of Santa Cruz v. Municipal Court* (1989) 49 Cal.3d 74,85-86; *City of San Jose v. Superior Court* (1998) 67 Cal.App.4th 1135, 1146-1147. “Without some notice of the specifics of the allegedly improper police conduct, the trial court should not determine whether 'the discovery or disclosure sought' was material to the subject matter involved in the pending litigation.” *City of San Jose*, 67 Cal.App.4th at 1146-1147.

For example, in *City of San Jose*, defense counsel's declaration indicated allegations such as: “knowing and voluntary consent to enter was not in fact obtained by the officers,” “material misrepresentations in the police report ... were made ...,” and “evidence ... was mishandled by the officers ...” *Id.* at 1139. The court reasoned that the allegations did not describe “the specifics of the allegedly improper police conduct” such as “in what respect the search was illegal,” “what the misrepresentations were, what items of evidence were mishandled, or how the evidence was mishandled.” *Id.* at 1149. Consequently, the court concluded that:

[Defendant] did not provide a 'specific factual scenario' establishing a 'plausible factual foundation' for such allegations. The allegations were too general to allow the trial court to properly determine whether 'the discovery or disclosure sought' would be material to the 'subject matter involved in the pending litigation.’” *Id.* at 1150 (citations omitted). *See also City of Santa Cruz v. Superior Court of Santa Cruz County* (1987) 190 Cal.App.3d 1669, 1673, where the court noted that a defendant is not automatically entitled to officer personnel information, he must show plausible factual justification for discovery.)

The *City of San Jose* Court also found that the “defendant's discovery request was overly broad.

Defendant did not simply request peace officer personnel records pertinent to a specific factual scenario (i.e., complaints that the officers had coerced consent to search or complaints that the officers had failed to obtain consent to search). Instead, he requested peace officer personnel records relating to "illegal search and seizure" and complaints of "neglect of duty, dishonesty or deceit in the performance of duty, false arrest" and acts "involving morally lax character." *Id.* at 1150.

Additionally, in *California Highway Patrol v. Superior Court of Santa Cruz County (Luna)* (2000) 84 Cal.App.4th 1010, the Court of Appeal reaffirmed the "specific factual scenario" requirement. As the *Luna* court reasoned:

A showing of good cause must be based on a discovery request which is tailored to the specific officer misconduct which is alleged. Thus, when a defendant asserts that his confession was coerced, a discovery request that seeks all excessive force complaints against the arresting officer is overly broad ... [O]nly documentation of past officer misconduct which is similar to the misconduct alleged by defendant in the pending litigation is relevant and therefore subject to discovery." *Id.* at 1021. (Additional citations omitted) (emphasis added).

Here, claimant's confidential personnel records were disclosed without a Pitchess motion, without any demonstration of good cause and without the required notice. The reason for this is simple. Defendant did not like the fact that a female lieutenant exposed wrongdoing. This was a way to retaliate.

Pursuant to various statutes including but not limited to *Labor Code* § 1102.5, if an employee complains of violations of law, as Hamel did, they are protected and cannot be retaliated against.

The disclosure of the confidential information by the City was willful, wanton deliberate or reckless. But even if it was not intentional, that would not avoid liability because such disclosure breached the contractual agreement between City and Hamel. It breached the implied covenant of good faith and fair dealing and would be negligent.

Indeed, the settlement agreement itself, has a contractual provision obligating the City to notify Hamel should any entity seek to obtain her confidential personnel records, or other confidential matters giving rise to the settlement agreement.

Because of the City's disclosure of confidential information, placing information into the public in a false light in violation of law and contract, Hamel has suffered economic and non economic damages in a sum according to proof. She is entitled to civil penalties, attorneys fees and costs of suit all of which is estimated to exceed \$1,000,000.00.

O:\H\HAMEL-KATHRYN\GOVT CLAIM\December 10.wpd

Samantha M. Swanson 296854
sswanson@adamsferrone.com
ADAMS, FERRONE & FERRONE, APLC
4333 Park Terrace Drive, Suite 200
Westlake Village, CA 91361
Telephone: (805) 373-5900
Facsimile: (818) 874-1382

Attorneys for Claimants
CHRISTOPHER WREN

Attention: City Clerk
303 W Commonwealth Ave
Fullerton, CA 92832

RECEIVED
DEC 12 2019
HUMAN RESOURCES

DEC 12 '19 9:51

Claims of CHRISTOPHER WREN,
Claimant,
vs.
CITY OF FULLERTON; and DOES 1
THROUGH 10,
Defendants.

**GOVERNMENT CLAIM FOR
DAMAGES**
(Govt. Code §910)

TO THE CITY OF FULLERTON, THE FULLERTON POLICE DEPARTMENT,
BRAD BUTTS, AND DOES 1 THROUGH 10:

You are hereby notified that CHRISTOPHER WREN (Claimant or Wren) claims
damages from the Defendants as follows:

1. Claimant desires all inquiries, notices and communications be sent or directed to
Samantha Swanson, Esq., ADAMS, FERRONE & FERRONE APLC, 4333 4333 Park Terrace
Drive, Suite 200, Westlake Village, CA 91361, Telephone: (805) 373-5900, Facsimile: (818)
874-1382.

1 2. Claimant Christopher Wren was at all relevant times, unless otherwise mentioned,
2 employed by Defendant City of Fullerton and the Fullerton Police Department in the capacity as
3 a peace officer. As such he is entitled to the benefits and protections of the Public Safety
4 Officers Procedural Bill of Rights Act (POBOR). At all times relevant to the allegations
5 contained herein, Claimant has been a resident of Orange County. Claimant's home address is
6 confidential under state law.

7 3. Defendant City of Fullerton (City) is a duly constituted municipal corporation
8 operating under the laws of the State of California, wholly situated in the County of Orange. The
9 Fullerton Police Department (Department) is an operating department and a public agency of the
10 City of Fullerton. At all times relevant herein for all purposes connected with the management
11 of employment relations matters within the Department, City delegated its final policy-making
12 authority to Defendant Butts. The City adopted and ratified each of his decisions as alleged
13 herein as its own policies, customs, practices or decisions, as if the same had been promulgated
14 directly by City.

15 4. Claimant Christopher Wren entered into a settlement agreement with the City in
16 the middle of 2019. As part of the settlement agreement, City agreed to not release any
17 information as it related to the Settlement Agreement or proposed discipline, except for very
18 limited exceptions.

19 5. On June 13, 2019, Claimant was made aware that an article was published online
20 that contained all of the information that was in the Settlement Agreement that City agreed to not
21 release unless certain circumstances were met, which they were not. City allowed Claimant's
22 personnel information to be released to the public and caused undue harm and distress.

23 6. In doing the things alleged herein, Defendants, and each of them, violated the
24 rights of Claimant under the First and Fourteenth Amendments to the United States Constitution
25 to free expression and to petition the government. In addition, Claimant was retaliated against
26 for raising wage and hour complaints; such actions violate the Fair Labor Standards Act. Further
27 Defendants have violated numerous anti-retaliation protection set forth in the California
28 Government Code and Labor Code. Specifically, Defendants have taken the aforementioned


1 action against Claimant in direct retaliation for, and in response to his various protected
2 activities, some of which have been described herein. There are of course additional activities
3 which have not been included in this claim. The acts and omissions of Defendants, and each of
4 them, were done by Defendants under color of state law in their capacity as a municipality
5 chartered under state law, and as policy making authorities to which Defendant City delegated its
6 governing powers in the subject matter areas in which these policies were promulgated or
7 decisions taken or customs and practices followed. The acts and omissions described above
8 were taken by the City's official policy maker as a member charged with such responsibility. It
9 was or should have been plainly obvious to any reasonable policy making official of the City that
10 the acts and omissions of Defendants as alleged herein, taking singly or in conjunction, directly
11 violated and continued to violate Claimant's clearly established constitutional and statutory
12 rights. In doing the things alleged herein, Defendants acted with malicious intent to violate
13 Claimant's rights, or at least in conscious, reckless, and callous disregard of his rights and to the
14 injurious consequences likely to result from a violation of said rights. General and special
15 damages are sought according to proof. Punitive damages are sought against the individual
16 defendant, according to proof.

17 7. Claimant claims damages from the Defendants including all damages arising from
18 the aforementioned violations in an amount as of yet undetermined, but as will be determined in
19 Court. Claimant's damages exceed \$25,000, and this matter would be an unlimited filing.

20
21 Dated: December 11, 2018

Respectfully Submitted,

ADAMS FERRONE & FERRONE, APC

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Samantha M. Swanson
Attorneys for Claimant,
CHRISTOPHER WREN

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the County of Los Angeles, State of California. I am over the age of 18
4 and not a party to the within action; my business address is 4333 Park Terrace Dr., Ste. 200,
5 Westlake Village, CA 91361.

6 On December 11, 2019, I served the foregoing document described as:

7 **GOVERNMENT CLAIM FOR DAMAGES**

8 on all parties listed on the attached service list in this action by the following
9 transmissions.

10 X BY FEDERAL EXPRESS OVERNIGHT DELIVERY: I am "readily familiar" with the
11 firm's practice of collection and processing correspondence for Federal Express. Under that practice, it
12 would be picked up by a representative on that same day, in the ordinary course of business and would be
13 delivered the next business day.

14 X BY FACSIMILE: By use of facsimile machine telephone number (818) 874-1382, I served
15 a copy of the within document on the above interested parties at the facsimile number(s) listed above on
16 this date before 5:00 p.m.

17 **EXECUTED** on December 11, 2019, at Westlake Village, California.

18 **I DECLARE** under penalty of perjury under the laws of the State of California that the
19 above is true and correct, and that I am employed in the office of a member of the bar of this
20 Court at whose direction the service was made.

21 
22
23 Renel Salonga
24
25
26
27
28

MAILING, FACSIMILE, EMAIL AND E-FILE SERVICE LIST

City of Fullteron
Attention: City Clerk
303 W Commonwealth Ave,
Fullerton, CA 92832
Fax: (714) 525-8071

By Fedex Priority Overnight Delivery and Fax