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10

11 **UNITED STATES DISTRICT COURT**  
12 **EASTERN DISTRICT OF CALIFORNIA**  
13

14 MICHAEL SEARS

Plaintiffs,

) Case No.:

15 vs.

) **COMPLAINT FOR DAMAGES**

16 CITY OF OROVILLE and DOES 1 through  
17 50.

) **(DEMAND FOR JURY TRIAL)**

18 Defendants  
19

20 **JURISDICTION and VENUE**  
21

22 1. This action is brought by Plaintiff, MICHAEL SEARS (hereafter  
23 "OFFICER SEARS" or "SERGEANT SEARS" or "SEARS"), an African American male,  
24 in his individual capacity, pursuant to 42 U.S.C. §1983 to redress the violation by  
25 Defendant, CITY OF OROVILLE, of SERGEANT SEARS' right secured by the First,  
26 Fifth and Fourteenth Amendments to the United States Constitution and by California  
27 Code of Civil Procedure 51.7, et seq.  
28



1           7.     OFFICER SEARS returned as an officer at Defendant, CITY OF  
2 OROVILLE, in 2017; however, conditions at the Department had taken a drastic  
3 change for the worse. More specifically, and as discussed more fully below, the  
4 Department leadership was engaged in corrupt and unlawful practices and expressly  
5 discriminated against OFFICER SEARS because of his race.

6           8.     On or about August 16, 2018, OFFICER SEARS was at an empty desk in  
7 the Sergeant's Office and was given permission to use the empty desk by Sgt. Steve  
8 Solano. Lt. Chris Nicodemus approached OFFICER SEARS and told him that his  
9 presence in the Sergeant's Office was offensive to others and that he needed to gather  
10 his things and leave. OFFICER SEARS responded "Okay. I'll also drink from the  
11 colored-only water fountain." Lt. Nicodemus replied "Yeah." No such advisement had  
12 ever been given to any white officers.

13           9.     The disparate, racially motivated mistreatment of OFFICER SEARS  
14 continued and in October of 2018 he prepared an email to the Department leadership,  
15 including then-Chief Bill LaGrone, Lt. Nicodemus and Officer Breck Wright (Union  
16 Representative). Therein, OFFICER SEARS raised the following issues:

17           •     Hostile work environment complaint against Sgt. Joe Deal: OFFICER  
18 SEARS filed formal grievance about Joe Deal, stating that he wanted a work place free  
19 from harassment and hostile work environment.

20           •     Reported John Sanzone mishandling evidence: In that same October  
21 2018 grievance, OFFICER SEARS reported that Officer John Sanzone left critical rape  
22 evidence in an unsecured area of the PD (next to Sgt. Deal's desk) where convicted  
23 felons had access (the Department used felons to clean the facilities at that time).  
24 Additionally, Officer Sanzone wrote in his report that he had "booked" the evidence the  
25 same day he collected it, which was false.

26           •     Reported John Sanzone mishandling contraband: In that same October  
27 2018 grievance, OFFICER SEARS reported John Sanzone leaving meth, a broken  
28

1 meth pipe, and other evidence in his patrol vehicle (violation of policy). OFFICER  
2 SEARS took photos and let administration know the day that this was discovered.

3 • Complaint about being asked to leave Sergeant's Office: In that same  
4 October 2018 grievance, OFFICER SEARS raised the issue of Lt. Nicodemus telling  
5 SEARS he had to leave the Sergeant's office, because his presence made others  
6 "uncomfortable" because he was African American.

7 10. Despite the seriousness of the issues raised in the memo, which included  
8 racial discrimination, falsification/spoliation of evidence and violations of critical  
9 Department policies, no one from the Department leadership or administration ever  
10 contacted OFFICER SEARS, interviewed him, investigated these complaints, or  
11 provided a closure letter, as was required by Department policy.

12 11. Instead, Department leadership and officers began a campaign of  
13 retaliation and retribution against OFFICER SEARS. More specifically, in February of  
14 2019, Sgt. Deal, Lt. Nicodemus, and Officer Sanzone colluded and retaliated against  
15 OFFICER SEARS by creating a false incident/investigation against him regarding  
16 impropriety that never occurred. Conveniently, all three officers who OFFICER SEARS  
17 had filed the October 2018 complaint against were all involved in allegedly investigating  
18 the fabricated allegation they manufactured against OFFICER SEARS. Notably, none  
19 of the three officers had any body camera recordings, audio recordings, or written  
20 statements from anyone, other than themselves, in the purported allegation of  
21 impropriety they created against OFFICER SEARS.

22 12. On or about April 9, 2019, Sgt. Joe Deal was promoted to Assistant  
23 Public Safety Director (Asst. Chief of Police and Fire). Near the date of his promotion,  
24 Deal informed contacted OFFICER SEARS that Chief LaGrone had been selling  
25 department guns and ammunition for years and pocketing the money. Deal said that if  
26 someone taped a voice recorder under LaGrone's desk, they'd be a millionaire,  
27 because Chief LaGrone talks disparagingly about females, Blacks, Gays, Hispanics,  
28 and others.

1           13. On May 19, 2019, after being promoted, Asst. Chief Deal cornered  
2 OFFICER SEARS in the break room and told him that he needed to use Deal's wife as  
3 a real estate agent to purchase a home and that if he didn't, she would never speak to  
4 SEARS or forgive him. In June of 2019, OFFICER SEARS purchased a home and did  
5 not ultimately use Asst. Chief Deal's wife as his real estate agent, which infuriated  
6 Chief Deal.

7           14. In August of 2019, Deal was promoted yet again and became the Public  
8 Safety Director (Chief of Police and Fire). At the swearing in ceremony of new hires,  
9 OFFICER SEARS was talking with City Administrator (and back-and-forth acting Chief)  
10 Bill LaGrone. LaGrone asked SEARS why SEARS' wife hadn't called LaGrone in  
11 sometime. LaGrone said "I don't know what she sees in you. I make a lot more money  
12 than you do." LaGrone then said that if OFFICER SEARS' wife ever needed help  
13 getting pregnant, she could call LaGrone for help.

14           15. OFFICER SEARS later reported LaGrone's improper comments to the  
15 Head of HR and the attorney for the City and neither ever responded or investigated  
16 this or addressed it whatsoever.

17           16. On August 26, 2019, OFFICER SEARS was promoted to Sergeant.  
18 Thereafter, he was told that the only reason he was promoted was because he was  
19 African American. SEARS was the only sergeant applicant who had a bachelor's  
20 degree and 16 years of experience.

21           17. On February 12, 2020, SEARS filed a formal complaint against John  
22 Sanzone for making false allegations, disparaging remarks, and untrue rumors about  
23 SEARS. Sanzone spread these false rumors to several members of the Department,  
24 which negatively affected SEARS professional and personal reputation. Despite  
25 SERGEANT SEARS making this Complaint, no one from leadership or administration  
26 ever responded to him, interviewed him, investigated these complaints, or ever  
27 provided SEARS with a closure letter or even an indication that any investigation was  
28 conducted, as required by Department policy

1           18. On February 29, 2020, SERGEANT SEARS sent an email to Lt. Zarate  
2 documenting his concerns about John Sanzone stealing City funds, by way of  
3 fraudulent timecard certifications. Specifically, that on February 4, 2020 Sanzone left  
4 work early but lied on his timecard about how long he worked (lied by reporting he  
5 worked 6 hours more than he did). Multiple officers corroborated this and also found  
6 multiple additional days where John Sanzone put hours on his timecard that he did not  
7 work. Specifically, Officer Breck Wright confirmed this with the Finance Dept., and  
8 brought this to the administration's attention.

9           19. Additionally, SERGEANT SEARS' February 29, 2020 email also detailed  
10 Sanzone requesting subordinate officers still in training (and under Sanzone's  
11 supervision) to lie for him—and tell his girlfriend that he was staying the night at an  
12 officer's house, when Sanzone was not in fact at the officer's house. SEARS' concern  
13 about this was that Sanzone was enlisting young subordinate officers to lie.

14           20. Despite this Complaint, no one from the Department's leadership or  
15 administration ever responded to or interviewed SEARS, and to SEARS' knowledge,  
16 ever investigated these complaints. SEARS later learned that Internal Affairs ("IA")  
17 matter was supposedly opened for this complaint. After making several requests for a  
18 closure letter, SEARS received it nearly a year later, in January 2021, which essentially  
19 stated that the Department did not feel the need to do a formal investigation on John  
20 Sanzone. SEARS had asked for an IA closure letter on the report he made about  
21 Sanzone, because John Sanzone had previously been demoted for theft of public  
22 funds, but then re-promoted to sergeant.

23           21. On June 3, 2020, SERGEANT SEARS met with Lt. Solano and followed  
24 up with a written memo regarding a complaint of sexual harassment by a young female  
25 employee against Sgt. Ray Stott. The female employee was on SERGEANT SEARS'  
26 team, and she came to him upset and complaining about harassment by Sgt. Ray Stott  
27 and a comment he made to her, asking if she liked "the taste of pussy."  
28

1           22. Because of the severe nature of the complaint, SERGEANT SEARS  
2 knew he had to document it and report it. Sgt. Stott also made a comment to a group of  
3 officers, including a new female officer, about “smashing pussy” when describing a cat  
4 being struck by a patrol car.

5           23. The sexual harassment complaint against Stott was investigated as an IA  
6 matter. An outside law firm was hired to conduct the investigation. Later in the year,  
7 after the firm’s investigation ended, they recommended that Sgt. Stott be fired.  
8 However, Chief Joe Deal decided to ignore the law firm’s recommendation and did not  
9 fire Stott, but released him from his Sergeant’s Probation, putting him back in the  
10 position of patrol officer (later in the year). However, since Chief Deal was close with  
11 Stott, he allowed Stott to work multiple overtime shifts (allowing for increased pay) and  
12 remain in charge of specialized overtime details, and allowed him to continue training  
13 new hires.

14           24. On July 31, 2020, an African American woman who lived in Oroville came  
15 to Department and complained that she had experienced racial discrimination by an  
16 Oroville employee. She later went on to write Chief Deal a three-page letter describing  
17 the discriminatory experience. Deal did not investigate the matter, but instead called  
18 SERGEANT SEARS in and said: “Here, you know how to handle *these people*. Handle  
19 it.”

20           25. On August 20, 2020, Chief Deal wrote a letter to SERGEANT SEARS  
21 advising that Deal was extending his probation as a sergeant and not giving him an  
22 annual merit pay increase during the probation extension. SEARS was scheduled to  
23 complete his Sergeant Probation just five days later (on Aug. 25, 2020). The reason for  
24 extending his probation was that there was “insufficient information to find that  
25 [SEARS] demonstrated the requisite knowledge, skills, and abilities warranting  
26 successful completion of probation as a Sergeant.” This extension of probation was in  
27 spite of all the successful performance evaluations for the entire duration of SEARS’  
28 year as a sergeant. Thus, rather than actually being based on performance, was

1 punishment for SEARS making complaints about improper, unethical, and unlawful  
2 conduct at the Department, and was racially motivated since no other white sergeants  
3 in SEARS' position was denied such a merit increase when due.

4 26. Along these same lines, on or about October 7, 2020, SEARS learned  
5 that the leadership had signed up Sgt. Joel Malinowski (a friend of Chief Deal, who is  
6 Caucasian and was hired as a sergeant well after SEARS) for POST supervisory  
7 school, which is required under the law for sergeants to take within a year of being  
8 promoted. SEARS raised these issues in an email to Chief Deal, Lt. Zarate, and the HR  
9 Director, yet he received no response and Sgt. Malinowski went to POST Supervisory  
10 School before SEARS, though SEARS was past the mandatory one-year POST  
11 deadline for the school, and Malinowski was nowhere near the deadline.

12 27. On October 10, 2020, after continuing to receive retaliatory and hostile  
13 action against him, SEARS emailed Chief Deal, Lt. Zarate, and the HR Director setting  
14 forth the adverse action taken against his employment, yet no one responded, or even  
15 acknowledged the concerns.

16 28. On October 21, 2021, SEARS received an email from a dispatcher, who  
17 advised him that the female employee who had previously filed a sexual harassment  
18 complaint against Sgt. Ray Stott, had been moved from patrol to dispatch (an  
19 unfavorable move) and was being directly supervised by her harasser, Stott. The  
20 female employee felt as though she was being retaliated against for making the sexual  
21 harassment complaint against Stott. SEARS forwarded the dispatcher's concerning  
22 email to Chief Deal, Lt. Zarate, and Lt. Solano. Chief Deal responded to the dispatcher,  
23 by stating that the dispatcher should "focus on dispatching" while the Chief would focus  
24 on "running and overseeing the department as your Chief." The tone was rude and  
25 completely dismissive. The dispatcher gave her two-weeks' notice shortly after Chief  
26 Deal's email, and the Department did nothing to address the female employee's  
27 concerns.  
28

1           29. On November 25, 2020, Chief Deal formally “wrote up” SERGEANT  
2 SEARS for insubordination, alleging: (1) SEARS did not complete a hand-written daily  
3 activity log (which no other unit or team was required to do); and (2) SEARS was  
4 doubled-up in a patrol car with SEARS’ partner (Officer Robert Raiter) without  
5 permission, which again, no other team or officer was prohibited from doing).

6           30. In response to Chief Deal’s write-up, SERGEANT SEARS pointed out that  
7 he did in fact complete daily logs, they were simply done electronically rather than  
8 hand-written. SERGEANT SEARS also showed Chief Deal communications from Lt.  
9 Zarate, wherein Lt. Zarate had given SERGEANT SEARS permission to be doubled-up  
10 with his partner when necessary (though no other employee was required to ask for  
11 such permission).

12           31. Before being let go by the City Council, Chief Deal acted as the  
13 “impartial” Skelly Hearing Officer in SEARS’ challenge of his write-up. SEARS objected  
14 to Deal being the officer because he was not impartial, was the subject of many of  
15 SEARS’ complaints, and had a demonstrated bias against SEARS. The objection was  
16 ignored, and Chief Deal would later rule that his own write-up was substantiated and  
17 appropriate, just days before being released of his duties as chief. Thus, SEARS was  
18 not provided due process with regards to the disciplinary action taken against him.

19           32. Thereafter, on December 2, 2020, SEARS was removed from his  
20 specialty assignments, was ordered to vacate his office, and his schedule was changed  
21 from day shift to night shift (which was the least favored schedule). Additionally, in  
22 contravention of Department practice, SEARS was not rotated off night shift after three  
23 months like all the other Caucasian employees, but was instead required to do six  
24 months back-to-back weekend graveyard shifts.

25           33. On February 21, 2021, SEARS emailed Sgt. Sanzone, Lt. Zarate, and  
26 Chief Deal because he had learned, yet again, that John Sanzone was spreading false  
27 rumors and allegations against SEARS to other members of the Department that were  
28 impairing SEARS’ ability to do his job. Just three days after sending this email, on

1 February 24, 2021, SEARS received a Notice of Internal Affairs (IA) investigation  
2 against him for purportedly creating a "hostile work environment" for Sgt. John  
3 Sanzone as a result of SEARS reporting Sanzone's unethical and criminal behavior.

4 34. Thus, despite SEARS documenting, for over a year, the fact that  
5 Sanzone (a Caucasian officer) was harassing SEARS (and creating a hostile work  
6 environment), lying on time cards, mishandling critical evidence and lying about it,  
7 involving subordinate officers in Sanzone's dishonesty, among other issues, Chief Deal  
8 and City Administrator Bill LaGrone decided no investigation was necessary for any of  
9 that, but a formal IA was necessary to investigate SEARS for reporting these things  
10 that Sanzone had been doing.

11 35. The Department leadership and administration constantly engages in this  
12 retaliatory and disparate treatment of anyone who reports or complains about illegal or  
13 unethical conduct by its officers.

14 36. More than a year and a half later, the IA Investigation against  
15 SERGEANT SEARS is still pending, which has prevented SERGEANT SEARS from  
16 working with another agency and leaving the CITY OF OROVILLE's Police  
17 Department. The CITY OF OROVILLE has also used this retaliatory IA Investigation to  
18 deny SERGEANT SEARS worker's compensation benefits.

19 37. Along these lines, during the period of December 2020 to March of 2021,  
20 Officer Breck Wright found that Sanzone had failed to respond to approximately 80  
21 calls, including domestic violence, suicidal subjects, missing juveniles, vandalism,  
22 trespassing, animal abuse, prostitution, and drug overdoses. One specific incident  
23 occurred on March 6, 2021, when citizens called 911 reporting than an elderly  
24 handicapped woman, who was unable to walk or access food, needed emergency law  
25 enforcement assistance. Sgt. John Sanzone failed to respond to that call. Instead,  
26 SERGEANT SEARS saw that Sanzone had not responded to the call during his shift,  
27 so SERGEANT SEARS responded when he got on duty, and found the woman sitting  
28 in her own urine and fecal matter, unable to move or access help. The treating doctor

1 said the woman was lucky to be brought in when she was, because she was on the  
2 verge of requiring a leg amputation, or worse due to her condition. All of this  
3 information was brought to the attention of Joe Deal, Bill LaGrone, and the CITY OF  
4 OROVILLE Human Resources, yet nothing was done to Sanzone. Instead of  
5 investigating Sanzone, Bill LaGrone decided to investigate Officer Wright and  
6 SERGEANT SEARS, and wrote up Officer Wright, alleging misuse of the computer  
7 when he looked up the public record calls that Sanzone failed to respond to.

8 38. In early May of 2021, SEARS noticed that in contravention of Department  
9 schedule practices and a promise by the CITY OF OROVILLE that he would be placed  
10 on weekday day shift as he was looking forward to and as he was supposed to rotate,  
11 SERGEANT SEARS was instead was put on back-to-back weekend shifts. He brought  
12 this to the attention of HR Manager Liz Ehrenstrom and City Attorney David Ritchie.  
13 SEARS never received any email response from HR Manager Liz Ehrenstrom or City  
14 Attorney David Ritchie. Further, SEARS' schedule was never changed to allow him to  
15 work weekday day shift as promised. Instead, the weekday day shift was given to John  
16 Sanzone.

17 39. On July 5, 2021, SERGEANT SEARS was on duty when a citizen, who  
18 suffered with mental illness, came in to the police department to report that Sergeant  
19 Sanzone had stolen \$1300 from the citizen during a recent arrest. The citizen said he  
20 had come in to report this theft multiple times, and he was informed by one sergeant  
21 that the citizen could not make that type of complaint and was told to leave.  
22 SERGEANT SEARS looked up the police log history and saw that the "sergeant" who  
23 told the citizen that he could not make such a complaint was John Sanzone himself. On  
24 July 8, 2021 and again on July 9, 2021, the citizen came in to again report the theft of  
25 his money by John Sanzone. On those dates, Sergeants Malinowski and Stott spoke to  
26 the citizen, but it appears neither documented it in accordance with departmental policy  
27 and the law, nor did they take any further action. SERGEANT SEARS was so fearful of  
28 being retaliated against further if he documented the citizen's complaint against

1 Sanzone, that SEARS first contacted his attorney to ask advice on what to do.  
2 Ultimately, SERGEANT SEARS wrote a memo, as Department Policy required,  
3 detailing the citizen's report of Sgt. John Sanzone stealing \$1300 from the citizen, and  
4 detailing the dates and police logs documenting when the citizen came in to report this  
5 theft. SERGEANT SEARS sent this memo to Lt. Zarate and Acting Chief/City  
6 Administrator Bill LaGrone. SERGEANT SEARS was aware that this was at least the  
7 fourth unrelated citizen with mental health and/or criminal history who had alleged John  
8 Sanzone had stolen money from them while he worked at Oroville Police Department.

9 40. No one from the administration investigated Sgt. John Sanzone for the  
10 alleged theft from this citizen while he was employed at the Oroville Police Department,  
11 and instead SERGEANT SEARS was accused of and questioned during the IA  
12 Investigation against SEARS about having made up this theft complaint, was blamed  
13 for having filled out a formal complaint for the citizen, and was accused of conducting  
14 his "own investigation" into the theft by simply documenting it in a memo.

15 41. In December of 2021, Sgt. John Sanzone got a clean background from Bill  
16 LaGrone, HR, and the CITY OF OROVILLE, enabling him to obtain employment as a  
17 deputy sheriff with the Glenn County Sheriff's Office. While Sgt. Sanzone was free to  
18 obtain new employment opportunities, SERGEANT SEARS still had a retaliatory and  
19 manufactured IA pending over him for reporting Sanzone's unethical and illegal  
20 conduct, prohibiting SEARS from seeking new employment opportunities.

21 42. In September of 2022, while employed at the Glenn County Sheriff's Office,  
22 John Sanzone was placed on administrative leave after yet another citizen reported  
23 Sanzone had stolen money from him during an arrest, but this time it occurred in Glenn  
24 County.

25 43. On October 27, 2021, SERGEANT SEARS sent a memo to Bill LaGrone  
26 (acting Chief and City Administrator) telling him that a newly-hired police officer had  
27 made concerning comments about giving a group of black people "enough rope to  
28 hang themselves." SERGEANT SEARS also advised LaGrone about other concerning

1 conduct by the officer, who was Caucasian. LaGrone responded via email to SEARS,  
2 stating: "I am very disappointed in you." Thus, rather than addressing the racist  
3 statements made by the officer, Lagrone was disappointed in SEARS for bringing the  
4 statements to LaGrone's attention. Furthermore, LaGrone also then took away SEARS'  
5 ability to view the body camera recordings of other officers (as this was how SEARS  
6 was able to observe some of the concerning conduct). At that time, SERGEANT  
7 SEARS served as the Field Training Officer Coordinator, and needed the ability to  
8 review body camera to ensure trainees were being properly trained and meeting  
9 standards.

10 44. On October 28, 2021 (less than 24 hours after SEARS sent the above  
11 memo to LaGrone), LaGrone sent SEARS an email that accused him of working hours  
12 that he was not permitted to work and told SEARS he could no longer work before 6  
13 a.m. or after 6 p.m.

14 45. On November 27, 2021, that same officer (who SERGEANT SEARS had  
15 reported made potentially-racist statements and exhibited concerning behavior) was on  
16 duty and used excessive force on an arrestee—kicking him in the face and head  
17 multiple times. The officer then lied to the supervisor about his use of force and claimed  
18 he used no force at all. However, two other officers were present during this use of  
19 force and they documented it.

20 46. After going to City Hall where Chief LaGrone's office is, Lt. Zarate  
21 ordered the two officers who witnessed the use of force to change their reports. One  
22 officer agreed to change his report because he was threatened that he was still on  
23 probation. The other officer refused to change her report and she has consistently been  
24 retaliated against since.

25 47. Both of these officers who witnessed the use of force contacted  
26 SERGEANT SEARS and asked his advice on what to do about the use of force  
27 incident and about the directives to change their reports. SERGEANT SEARS advised  
28 them to report their concerns and seek the advice of the District Attorney's Office, as

1 he believed any concern or memo he could draft would fall on deaf ears at the CITY  
2 OF OROVILLE and would result in further retaliation against him. Ultimately, an  
3 investigation was opened up by the District Attorney's Office. When the officers were  
4 ordered to change their reports, they also reported this to the Chief Investigator. Upon  
5 conclusion of the investigation, the officer who used excessive force (and who had  
6 made the potentially-racist comments) was found to be untruthful (and had a history of  
7 being untruthful), leading to his termination at the behest of the District Attorney's  
8 Office.

9 48. On January 19, 2022, LaGrone called SEARS into his office regarding the IA  
10 investigation that had been previously initiated against SEARS for purportedly creating  
11 a hostile work environment for Sanzone (when SEARS reported Sanzone's unethical  
12 and criminal behavior). At that time, SEARS told LaGrone that he had no interest in  
13 suing the CITY OF OROVILLE, as he had experience with litigation and it was awful  
14 and a lot of people could be hurt in the process, but SEARS emphasized that the way  
15 LaGrone and the administration had been handling (or mishandling) reports of  
16 misconduct was extremely disturbing. LaGrone replied, "You can sue, no one will care.  
17 I own the Council." During this discussion, LaGrone admitted that Sanzone had  
18 previously committed theft of public funds and LaGrone said Sanzone apologized to  
19 him, "took his lumps, and I brought him back." LaGrone also discussed a female  
20 sergeant and inferred that women don't belong in law enforcement, because it causes  
21 male officers to fight the bad guys and then have to fight and "save" the female officers  
22 as well. He said that when he was sued by a female sergeant, he was found in  
23 contempt of court and fined \$2500 but he didn't care, because he got promoted to City  
24 Administrator and got a \$30,000 pay raise. He said if he had to continue paying \$2500  
25 fines for contempt of court but get pay raises, he would do it every time.

26 49. On April 6, 2022, nearly fourteen months after the IA investigation had  
27 been initially opened against SERGEANT SEARS, he had a purported Skelly hearing.  
28 After the hearing, LaGrone and the City Attorney told SEARS' attorney that they "loved

1 [SEARS] and didn't want to see him leave, since they thought he could be the next  
2 lieutenant." They continued stating that they wanted to work out his pending IA, and if  
3 SEARS would drop any potential civil lawsuit, the IA could be eliminated and there'd be  
4 no real discipline.

5 50. On April 18, 2022, SEARS responded to a traumatic call involving the  
6 death of a two-month-old infant. After a twenty-year career of responding to traumatic  
7 emergency calls, this call caused extreme PTSD and anxiety, and the following day at  
8 work, SEARS passed out and went home for the rest of the day. SEARS has not been  
9 able to work since, and filed for Worker's Compensation Benefits, which was supported  
10 by a Worker's Compensation doctor diagnosing SEARS with work-related PTSD and  
11 anxiety.

12 51. Another officer (who is Caucasian) also went to this call and also filed for  
13 Worker's Compensation Benefits. His claim was approved by the CITY OF OROVILLE  
14 as work-related PTSD and anxiety and he receives payment and treatment for it.

15 52. However, SEARS' Worker's Compensation claim was denied, and the  
16 Department has forced SEARS to use all of his leave banks and now be on leave  
17 without pay even though the Worker's Compensation physician has stated that SEARS  
18 is suffering from work-related PTSD and anxiety.

19  
20 **FIRST CAUSE OF ACTION - VIOLATION OF CIVIL RIGHTS**

21 53. SEARS incorporates by reference and re-alleges Paragraphs 1 to 52 of  
22 this Complaint.

23 56. Pursuant to California law, at all relevant times in the Complaint, SEARS  
24 had a legally recognized property interest in his continued public employment with  
25 Defendant and had protected right in same.

26 55. Defendants, acting under color of state law, deprived SEARS of his  
27 property interest in continued employment by engaging in a process that did not afford  
28

1 SEARS procedural due process under either the Fifth and Fourteenth Amendments of  
2 the Constitution.

3 56. Defendants' unlawful conduct has proximately caused SEARS actual  
4 damages, including lost income and employment benefits, emotional pain and  
5 suffering, and other damages.

6

7

**SECOND CAUSE OF ACTION – FEHA Retaliation**

8 57. SEARS incorporates by reference and re-alleges Paragraphs 1-56 of this  
9 Complaint.

10 58. Defendant's retaliatory, negative employment actions against SEARS  
11 after he took action, including but not limited to, filing grievances and complaints about  
12 sexual harassment and discrimination at the Department, participating in and being  
13 interviewed or investigating wrongful and prohibited acts by employees and/or  
14 supervisors in the Department, and generally opposing workplace harassment.

15 59. The retaliatory, adverse employment actions taken by Defendant was in  
16 direct violation of FEHA (Cal. Gov. Code section 12900 et seq.)

17 60. Said wrongful and unlawful conduct by Defendant has caused monetary  
18 damages and pain and suffering, entitling him to damages per the FEHA.

19

20

**THIRD CAUSE OF ACTION Racial Discrimination**

21 61. SEARS incorporates by reference and re-alleges Paragraphs 1 to 60 of  
22 this Complaint.

23 62. The Defendant is liable to SEARS as a result of its race discrimination  
24 against him in violation of the Fair Employment and Housing Act, the Equal  
25 Employment Opportunity Act. Defendant's unlawful conduct has proximately caused  
26 SEARS actual damages including lost income and employment benefits, emotional  
27 pain and suffering, and other damages.

28

1 **FOURTH CAUSE OF ACTION Breach of Implied Contract**

2 63. SEARS incorporates by reference and re-alleges Paragraphs 1 to 62 of  
3 this Complaint.

4 64. SEARS has an implied employment contract with Defendant and an  
5 expectation that he would be employed in accordance with company policies as applied  
6 to Caucasian employees. Defendant's conduct toward SEARS also violated the terms  
7 and policies of Defendant's Employee Handbook claiming to be an equal opportunity  
8 employer, thereby breaching SEARS' implied employment contract.

9 65. Defendant's refusal to provide SEARS with terms, conditions and  
10 privileges of employment was without just cause, and in breach of Defendant's implied  
11 employment contract with SEARS. Defendant is liable to SEARS for damages resulting  
12 from the breach of Defendant's implied employment contract with Plaintiff.

13  
14 **FIFTH CAUSE OF ACTION – VIOLATION OF Labor Code § 1102.5**

15 66. SEARS incorporates by reference and re-alleges Paragraphs 1 to 65 of  
16 this Complaint.

17 67. Defendant, CITY OF OROVILLE, retaliated against SEARS because he  
18 disclosed violations of Federal and State law committed by Defendants and/or  
19 employees to governmental and/or law enforcements agencies, as alleged above.

20 68. Defendants, CITY OF OROVILLE's retaliation against SEARS, as alleged  
21 above, was in direct violation of Cal. Labor Code § 1102.5 and said violation  
22 proximately caused SEARS monetary harm as well as emotional distress and pain and  
23 suffering.

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1 WHEREFORE, PLAINTIFF DEMAND JUDGMENT AGAINST DEFENDANT for each  
2 cause of action herein:

- 3 1. For general damages according to proof;  
4 2. For special damages according to proof;  
5 3. Attorney's fees as allowed by statute;  
6 4. For costs of suit;  
7 5. For prejudgment interest and post judgment interest according to law;

8 and

- 9 6. For such other further relief as the Court may deem proper.

10 **DEMAND FOR JURY TRIAL**

11 Plaintiff, MICHAEL SEARS, demands a jury trial.

12  
13 Dated: September 15, 2022

THE LAW OFFICE OF LARRY L. BAUMBACH

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16 LARRY L. BAUMBACH

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**EXHIBIT A**



## DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758  
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711  
<http://www.dfeh.ca.gov> | Email: [contact.center@dfeh.ca.gov](mailto:contact.center@dfeh.ca.gov)

September 15, 2022

Michael Sears

RE: **Notice of Case Closure and Right to Sue**  
DFEH Matter Number: 202209-18250915  
Right to Sue: Sears / City of Oroville

Dear Michael Sears:

This letter informs you that the above-referenced complaint filed with the Department of Fair Employment and Housing (DFEH) has been closed effective September 15, 2022 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

This matter may qualify for DFEH's Small Employer Family Leave Mediation Pilot Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Government Code section 12945.2, has the right to participate in DFEH's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in DFEH's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. Contact DFEH's Small Employer Family Leave Mediation Pilot Program by emailing [DRDOnlineRequests@dfeh.ca.gov](mailto:DRDOnlineRequests@dfeh.ca.gov) and include the DFEH matter number indicated on the Right to Sue notice.



**DEPARTMENT OF FAIR EMPLOYMENT & HOUSING**

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<http://www.dfeh.ca.gov> | Email: [contact.center@dfeh.ca.gov](mailto:contact.center@dfeh.ca.gov)

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this DFEH Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Department of Fair Employment and Housing

1                                   **COMPLAINT OF EMPLOYMENT DISCRIMINATION**  
2                                   **BEFORE THE STATE OF CALIFORNIA**  
3                                   **DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING**  
4                                   **Under the California Fair Employment and Housing Act**  
                                      **(Gov. Code, § 12900 et seq.)**

5 **In the Matter of the Complaint of**  
6 Michael Sears

DFEH No. 202209-18250915

7                                   Complainant,

8 vs.

9 City of Oroville  
10 1735 Montgomery Street  
11 Oroville, CA 95965

12                                   Respondents

13 **1. Respondent City of Oroville is an employer subject to suit under the California Fair**  
14 **Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).**

15 **2. Complainant Michael Sears, resides in the City of Chico, State of CA.**

16 **3. Complainant alleges that on or about September 15, 2022, respondent took the**  
17 **following adverse actions:**

18 **Complainant was discriminated against** because of complainant's race, color, association  
19 with a member of a protected class and as a result of the discrimination was suspended,  
20 denied any employment benefit or privilege, denied reasonable accommodation for a  
disability, denied or forced to transfer.

21 **Complainant experienced retaliation** because complainant reported or resisted any form  
22 of discrimination or harassment and as a result was denied equal pay, suspended, other,  
denied work opportunities or assignments, denied or forced to transfer.

23 **Additional Complaint Details:** Sergeant Michael Sears is an employee of the City of  
24 Oroville, California Police Department. Sergeant Sears is one of only two African American  
25 employees in the department. The subculture of the Oroville Police Department consists of a

26 -1-

27 *Complaint – DFEH No. 202209-18250915*

28 Date Filed: September 15, 2022

1 Chief, Lieutenants, and some lower ranks who engage in organizational retaliation against  
2 officers who report misconduct or who are whistleblowers regarding observed unlawful  
behavior in the department.

3 In his service to the Oroville Police department, Sergeant Sears has observed numerous  
4 acts of retaliation. In the course of his duties, Sergeant Sears has reported time card fraud,  
5 theft from the department, mishandling of evidence, reported theft from an arrestee, and  
6 sexual harassment of female employees. In one such instance, a female officer who  
reported an incident of sexual harassment was transferred to an unfavorable assignment  
under the direct supervision of the very officer she identified as having sexually harassed  
her.

7 While Chief, Joe Deal compelled officers to use the services of Deal's wife, a realtor, if they  
8 were engaging in any real estate transactions. Refusal to employ Deal's wife resulted in an  
9 unfavorable job assignment, denial of overtime opportunities, and personal disapproval by  
the Chief.

10 In the course of Sergeant Sears' service, retaliation against him took many forms, including  
but not limited to the following:

- 11 1. Opening an internal affairs investigation of Sergeant Sears effectively preventing  
12 Sergeant Sears from seeking employment elsewhere while under a cloud of an  
investigation.
- 13 2. Terminating officers with whom Sergeant Sears had a close working relationship.
- 14 3. Changing the work schedule without advance notice.
- 15 4. Denying overtime opportunities.
- 16 5. Extending Sergeant Sears's probationary period for no apparent reason or purpose.
- 17 6. Denying Sergeant Sears, a merit salary increases.
- 18 7. Prohibiting Sergeant Sears from using convenient parking locations at the  
19 department.
- 20 8. Refusing to investigate any allegation of misconduct raised by Sergeant Sears.
- 21 9. Issuing disciplinary write-ups on Sergeant Sears for riding together in a patrol car  
with his partner, while other officers were permitted to do so freely.
- 22 10. Keeping the above write-up open and pending without any final decision for more  
23 than 11 months, thereby eliminating Sergeant Sears' ability to apply to any other agency.
- 24 11. Shunning Sergeant Sears by Chief, Lieutenants, and others.
- 25 12. Sending the newest Sergeant to supervisory school instead of Sergeant Sears, when  
Sergeant Sears was due and scheduled to attend first.
- 26 13. Denying Sergeant Sears, the opportunity to work in investigations, though he  
requested to do so many times.
- 27 14. Requiring Sergeant Sears to go through an "interactive process" wherein he was  
forced to discuss sensitive personal medical issues in order to receive an ADA recognized  
28 accommodation while another employee making an identical accommodation request was  
not required to engage in such a process.
15. Changing Sergeant Sears' assignment wherein his hours were reduced after  
receiving the ADA accommodation.

1 All of the foregoing constitutes a violation of the California FEHA, the officer's rights under  
2 California Law, and the California Labor Code. To illustrate the misconduct that has been  
3 directed to Sergeant Sears, numerous complaints have been made against Chief Joe Deal  
4 regarding a hostile work environment. Sergeant Ray Stott engaged in sexual harassment of  
5 female officers and suffered demotion to a patrol officer but was awarded by Chief Deal with  
6 a substantial increase in his overtime shifts, and remained an officer in charge and received  
continued participation in a grant-funded overtime project as well as the ability to reward  
other officers of his choice with overtime hours. Members of the department who have been  
in opposition to such conduct have been demoted, disciplined, removed from  
responsibilities, and in some cases experienced their employment terminated.

7 Sergeant Sears had personally experienced an unanticipated change in work schedules and  
8 work assignments, been shunned by administrative officials who consistently ignored emails  
9 and his very presence in the department. Sergeant Sears has been removed from a P.O.P  
10 team unit which he helped develop and was placed on night shift patrol while other officers  
11 were allowed to work with the P.O.P team and receive overtime. Sergeant Sears has  
12 received write-ups for what other officers performed with impunity.

13 Former Chief Deal sold police department ammunition purchased by the police department  
14 to Vice Mayor Scott Thompson. Vice Mayor Scott Thompson paid then-Chief Deal five-  
15 hundred dollars in cash in exchange for department ammunition. Former Chief Deal even  
16 went so far as to detonate a percussion grenade in the parking lot of Oroville Police  
Department while occupants of a nearby building were working inside. He did not notify the  
nearby building, nor did he notify the employees inside. The explosive rattled the building,  
and the records clerk working inside eventually went out on stress leave because of the  
trauma. The percussion grenade was particularly traumatic, because the clerk had recently  
nearly been struck while working at her desk by a vehicle that plowed through the Oroville  
Police Department walls. The loud explosion triggered the trauma from the critical incident  
that happened on duty months earlier.

17 All of the foregoing culminated on February 24, 2021, in a notice of administrative  
18 investigation initiated by Former Chief of Police Joe Deal. Then, on July 15, 2021, current  
19 Chief of Police Bill LaGrone, who succeeded Chief Deal, served Sergeant Sears with notice  
20 that Sergeant Sears was scheduled to participate in a mandatory interview for the  
21 investigation. In this notice, Chief Bill LaGrone added several new allegations in the  
22 investigation against Sergeant Sears., Sergeant Sears was informed the allegations against  
23 him included such conduct as raising complaints and making negative comments about an  
24 employee who was engaged in unethical and illegal behavior. The administrative  
25 investigation notice to Sergeant Sears also included non-actionable claims such as the act  
26 of exchanging a hub cap between two department vehicles. The notice of administrative  
27 investigation contained trivial incidents that the administration hopes will sufficiently stain  
28 Sergeant Sears' reputation to make his employability with other facilities impossible and  
stain his own reputation and ability to perform his job within Oroville Police Department. The  
accusations are designed to prevent Sergeant Sears from exercising his rights to report  
unlawful, unethical, or criminal conduct that he observes occurring within the police

1 department. This retaliatory investigation fosters an environment of fear and intimidation to  
2 allow the corruption within the department to continue unabated and unchecked.

3 Underneath the facade of criticism, retaliation, and pretextual discipline is an unaddressed  
4 presence of racial hatred that permeates the department administration. Numerous  
5 episodes of racially-motivated criticism have made it clear that Sergeant Sears is not to  
6 succeed, thrive, or be tolerated in the department.  
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1 VERIFICATION

2 I, **Larry L. Baumbach**, am the **Complainant** in the above-entitled complaint. I have  
3 read the foregoing complaint and know the contents thereof. The same is true of my  
4 own knowledge, except as to those matters which are therein alleged on information  
and belief, and as to those matters, I believe it to be true.

5 On September 15, 2022, I declare under penalty of perjury under the laws of the State  
6 of California that the foregoing is true and correct.

7 **Chico, CA**

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Date Filed: September 15, 2022

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