

COMPLAINT OF DISCRIMINATION UNDER THE PROVISIONS OF THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT

DFEH # NOT FOR SERVICE

CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING

YOUR NAME (indicate Mr. or Ms.): Mr. Sheehan Gillis TELEPHONE NUMBER (INCLUDE AREA CODE)

ADDRESS CITY/STATE/ZIP COUNTY Alameda COUNTY CODE

NAMED IS THE EMPLOYER, PERSON, LABOR ORGANIZATION, EMPLOYMENT AGENCY, APPRENTICESHIP COMMITTEE, OR STATE OR LOCAL GOVERNMENT AGENCY WHO DISCRIMINATED AGAINST ME:

NAME City of Oakland Fire Dept. & Supervisor William Sugiyama OFD 2510 TELEPHONE NUMBER (Include Area Code) DFEH USE ONLY

ADDRESS 1 Frank Ogawa Plaza

CITY/STATE/ZIP Oakland CA 94605 COUNTY Alameda COUNTY CODE

NO. OF EMPLOYEES/MEMBERS (if known) >500 DATE MOST RECENT OR CONTINUING DISCRIMINATION TOOK PLACE (month, day, and year) Apr 22 2011 RESPONDENT CODE

THE PARTICULARS ARE: I allege that from Jan 1st 2009 to current, the following conduct occurred:

- termination, lay-off, demotion, harassment, genetic characteristics testing, constructive discharge, impermissible non-job related inquiry, denial of employment, denial of promotion, denial of transfer, denial of accommodation, failure to prevent discrimination or retaliation, retaliation, other (specify) - Discrimination - Hostile Work Environment, denial of family or medical leave, denial of pregnancy leave, denial of equal pay, denial of right to wear pants, denial of pregnancy accommodation

by Supervisor William Sugiyama (EMS Division Manager) Name of Person Job Title (supervisor/manager/personnel director/etc.)

because of: sex, age, religion, race/color, national origin/ancestry, marital status, sexual orientation, association, disability (physical or mental), medical condition, other (specify) retaliation for opposing discriminatory practices and opposing hostile work environ

State what you believe to be the reason(s) for discrimination: I opposed the racist mishandling of the Oscar Grant call and response and advocated for the racially-inclusive program of Merritt College. See Attachment which is hereby incorporated herein by this reference.

I wish to pursue this matter in court. I hereby request that the Department of Fair Employment and Housing provide a right-to-sue notice. I understand that if I want a federal notice of right-to-sue, I must visit the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of the DFEH "Notice of Case Closure," or within 300 days of the alleged discriminatory act, whichever is earlier. \*as if fully set forth here.

I have not been coerced into making this request, nor do I make it based on fear of retaliation if I do not do so. I understand it is the Department of Fair Employment and Housing's policy to not process or reopen a complaint once the complaint has been closed on the basis of "Complainant Elected Court Action."

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct of my own knowledge except as to matters stated on my information and belief, and as to those matters I believe it to be true.

Dated Apr 22, 2011 COMPLAINANT'S SIGNATURE

At San Francisco City

DATE FILED:

RECEIVED 2011 APR 22 AM 10:13 BAY AREA REGIONAL DEPT. OF FAIR EMPLOYMENT & HOUSING

PHILIP HORNE, ESQ. 173183  
Attorney At Law  
377 Hermann Street  
San Francisco, CA 94117  
v: 415.874.9800  
e/f: [vikinglawyer1@gmail.com](mailto:vikinglawyer1@gmail.com)

ATTORNEY FOR PLAINTIFF-EMPLOYEE  
SHEEHAN (SEAN) GILLIS, EMT-P, OFD

STATE OF CALIFORNIA

DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING

9	SHEEHAN (SEAN) GILLIS,	)	Case:
		)	
10	Claimant,	)	<i>VERIFIED</i>
		)	ADMINISTRATIVE COMPLAINT
11	vs.	)	(CLAIM) FOR DAMAGES FOR FAIR
		)	EMPLOYMENT VIOLATIONS AND
		)	RELATED MATTERS AS FOLLOWS:
12	WILLIAM SUGIYAMA, a Managing Agent	)	
	of Respondent City of Oakland,	)	1. WHISTLEBLOWER RETALIATION
13	CITY OF OAKLAND, and DOES 1-15,	)	(Labor Code § 1102.5 et seq.)
		)	2. WRONGFUL RETALIATION
14	Respondents.	)	(Common Law)
		)	3. FAIR EMPLOYMENT VIOLATIONS
15		)	(FEHA Gov't Code § 12900 et seq.),
		)	4. INVASION OF PRIVACY
16		)	(Cal. Const. Art. I § 1, Civ. Code 3294
		)	et seq., 3333 et seq.),
17		)	5. INTENTIONAL INFLICTION OF
		)	EMOTIONAL DISTRESS
18		)	(Common Law)

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

COMMON COUNT—PARTIES

1. CLAIMANT. Claimant Sheehan Gillis is an adult person, a resident of Oakland, and employed as a paramedic (EMT-P) with Respondent City of Oakland.
2. RESPONDENT. Respondent WILLIAM SUGIYAMA, is an adult person, a resident of Oakland, and employed as an Emergency Medical Service manager (managing agent) for Respondent City of Oakland.
3. DOES. Defendants Does 1-15 are entities whose identity and capacity is unknown to plaintiff. Plaintiff will name said with specificity when such identity and capacity are known to plaintiff.
4. AGENCY. Defendants are agents and/or employees each of the other and acted within the scope of that agency and employment.
5. VICARIOUS LIABILITY (CACI 3701). Defendants Sugiyama and DOES 1-15 are supervising employees and managing agents of Defendant City of Oakland. The misconduct stated herein was committed in the course and scope of said agency and employment. Furthermore, Defendant City of Oakland planned, participated in, approved, failed to report or investigate, and condoned and ratified the misconduct. Defendant City of Oakland is vicariously liable for the misconduct.
6. CONSPIRACY (CACI 3600). Defendants are co-conspirators each with the other and planned to commit the within misconduct, agreed with co-conspirators, and intended that the misconduct be committed.
7. JURISDICTION. This court is the proper court because the injury and damage occurred in its jurisdictional area.

///

///

///

1 COMMON COUNT—INTRODUCTION

2 OSCAR GRANT AND MERRITT COLLEGE

3 8. Oscar Grant died on January 1<sup>st</sup>, 2009 because he was shot in the back at point-blank  
4 range and because first responder Oakland Fire failed to apply basic wound treatment to  
5 Grant.

6 9. For five-and-a-half (5 ½) hours, Grant struggled to survive against Oakland Fire’s  
7 negligence or intentional misconduct.

8 10. Acting Oakland Fire Emergency Medical Service (EMS) Manager Nina Morris moved  
9 quickly to cover up Oakland Fire’s involvement in Grant’s death.

10 11. Morris removed the paper Grant file and deleted the “undeletable”<sup>1</sup> computer archive of  
11 the Patient Care Report for Grant.

12 12. Morris suppressed the mandatory call review (call review is mandatory in sentinel events)  
13 and Oakland Fire Medical Director Howard Michaels, MD’s order for a call review (even  
14 though Michaels technically “out-ranked” Morris).

15 13. Only two (2) people spoke out and they spoke out together—Dr. Michaels, MD and EMS  
16 Coordinator and Paramedic Sheehan (Sean) Gillis (EMT-P).

17 14. Morris retaliated against both.

18 15. Morris stopped payroll from issuing paychecks to Dr. Michaels, MD and claimed  
19 Michaels never had a contract with Oakland. Dr. Michaels worked for six (6) months  
20 “for free” and offered Paramedic Gillis to continue working “for free” to protect Gillis  
21 from retaliation.

22 16. Oakland Fire hired William Sugiyama as the replacement for Morris in Summer 2009.  
23 Sugiyama’s public sector employment history included a recent cover up and scandal.  
24

25  

---

<sup>1</sup> Policy and procedure requires the archive be undeletable. Practice does not follow policy or procedure.

- 1 17. Alameda County employed Sugiyama and Michael King in the Alameda County  
2 Emergency Medical Service District until whistleblower John Vonhoff reported to the  
3 Board of Supervisors that King and accomplices were accepting gifts (luxury sport utility  
4 vehicles) from ambulance provider American Medical Response, Inc. (AMR hereinafter)  
5 in lieu of penalties AMR owed the County for slow service.
- 6 18. The Board of Supervisors was able to keep this scandal out of the press. Many taxpayers  
7 wondered why AMR's forty (40) year monopoly contract suddenly ended.
- 8 19. Media reported Alameda County switched ambulance providers (to Paramedics Plus)  
9 because AMR's contract ended.
- 10 20. Immediately after Sugiyama left his Alameda County position in the wake of that AMR  
11 scandal, Sugiyama was conspiring with AMR to use his position at Oakland Fire to  
12 benefit AMR in exchange for kickbacks from AMR.
- 13 21. At the time, Oakland Fire operated a joint venture Emergency Medical Technician  
14 (EMT) training program with Merritt College.
- 15 22. Merritt College, in general, and the EMT program, in particular, was created to serve at-  
16 risk youths, traditionally disadvantaged people—including racial and ethnic minorities,  
17 and women.
- 18 23. AMR offered to pay Sugiyama if he dumped Merritt College and transferred Merritt  
19 College's assets (half of the joint venture) to AMR (dba National College of Technical  
20 Instruction [NCTI]).
- 21 24. NCTI is an expensive for-profit college that serves wealthier, white, male students.
- 22 25. AMR offered and Sugiyama agreed to kickbacks totaling 40% of the tuition paid by  
23 NCTI students (federal student loans) for dumping Merritt College.  
24  
25

1 26. One person stood in the way—already-Oakland-Fire-disfavored employee Sheehan  
2 Gillis. Sugiyama sought to privatize Gillis’ position.

3 27. After years of volunteering with the Merritt College program, Gillis had been hired by  
4 Merritt College to run the joint venture in his (Oakland Fire) off hours.

5 28. Sugiyama and Morris entered into an agreement to “get rid of” Gillis.

6  
7 COMMON COUNT—HOSTILE WORK ENVIRONMENT  
8 HARASSMENT, DISCRIMINATION, AND RETALIATION

9 29. SHEEHAN GILLIS. Sheehan Gillis is a paramedic, a teacher, and a supervisor at the  
10 Oakland Fire Department of the City of Oakland and is the Shop Steward and Vice  
11 President of Local 21 International Professional and Technical Engineers (IFPTE). Gillis  
12 is an active member of his community (for example, Gillis participates in “National Night  
13 Out” every year), helped build the Black Community Garden in his former neighborhood  
14 at Peralta Street and 36<sup>th</sup> Avenue, and helps raise money for charitable organizations like  
15 Random Acts. Gillis grew up poor, in a trailer in Alaska, with a mother who only knew  
16 poverty and worked in a women’s domestic violence shelter, identifies with other  
17 disadvantaged people, and volunteers to help traditionally-disadvantaged people,  
18 including “at risk” youth and people of color, so that they can also hope to climb out of  
19 poverty and oppression.  
20

21 30. HELPING KIDS. Starting on or about early 2006, Gillis volunteered (without pay) to  
22 teach classes at traditionally black, public Merritt College. Gillis taught traditionally-  
23 disadvantaged people—including “at risk” youth, people of color and/or ethnic minority  
24 ancestry, women, and gays and lesbians—skills that could lead to a better life. Merritt  
25

1 College was so happy with Gillis' work, Merritt offered Gillis a paid job as Instructor,  
2 and later, Program Director (2009). Oakland Fire (OF) allows emergency medical  
3 service employees to work during OF-off hours. Merritt College wants an active-duty  
4 Oakland Fire Program Director in order to ensure Merritt students receive "real world"  
5 training and experience.

6 31. KING AND SUGIYAMA. At the same time that Gillis was being promoted for his good  
7 work, Michael King and William Sugiyama were leaving their respective positions as  
8 EMS Director and Trauma Unit Pre-Hospital Care Coordinator with the Alameda County  
9 Emergency Medical Service District in the wake of a scandal involving American  
10 Medical Response, Inc. (AMR).

11 32. AMR CAUGHT BRIBING KING. AMR is the nation's largest ambulance service  
12 corporation and owns and operates a lucrative subsidiary called NCTI (National College  
13 of Technical Instruction). NCTI provides expensive, private education services. Both  
14 AMR and NCTI are overwhelmingly supported by taxpayer dollars in the form of county  
15 payments, Medicaid payments, Medicare payments, and, in the case of NCTI, federal  
16 student grants and loans. For forty years, AMR held a monopoly on ambulance service  
17 for Alameda County and most other Bay Area counties. The Alameda County monopoly  
18 ended when a whistleblower exposed AMR bribing King to avoid penalties due Alameda  
19 County for late ambulances. AMR reportedly "racked up millions of dollars" in penalties  
20 and avoided paying them by buying King a couple of luxury sport utility vehicles.

21 Alameda County executives and the Board of Supervisors failed to report the scandal to  
22 their public. Sugiyama had been employed by AMR before Alameda County, worked  
23  
24  
25

1 closely with King, and, at least, must have known of and failed to report, the bribes.

2 Gillis knows of this scandal because Sugiyama bragged about it at Oakland Fire.

3 33. SUGIYAMA MOVES TO OAKLAND. Because the Alameda County executives and  
4 Board of Supervisors kept the scandal secret—to avoid political embarrassment—  
5 Sugiyama was able to discreetly move from Alameda County EMS to Oakland Fire EMS  
6 and, even, get a promotion in the process. Oakland Fire hired Sugiyama as Gillis' boss—  
7 EMS Division Manager. Sugiyama prefers to be called “Chief.”

8 34. SUGIYAMA UN-PUNISHED. Because he suffered no punishment, Sugiyama even  
9 maintains his ties to and corrupt, self-serving-at-the-public's-expense-dealings with  
10 AMR.

11 35. AMR BRIBES SUGIYAMA. Immediately after being hired by Oakland Fire in 2009,  
12 Sugiyama entered into a deal with AMR to transfer public, City of Oakland and Alameda  
13 County assets to AMR in exchange for cash payments to Sugiyama. The first asset to be  
14 sold to AMR? The Merritt College EMT training program run by Gillis.

15  
16 36. TARGETS: MERRITT COLLEGE AND GILLIS. While Sugiyama was still  
17 transitioning into his new job with Oakland Fire, Sugiyama issued a “Letter of Caution”  
18 against Gillis by which he demanded that Gillis stop his work with Merritt College.  
19 Sugiyama knew his use of disciplinary process in Oakland Fire to achieve ends in an  
20 Alameda County program was improper. Sugiyama deliberately called his demand a  
21 “Letter of Caution” because City of Oakland Local 21 Memorandum of Understanding  
22 (MOU) and related administrative rules and regulations allegedly provide that a “Letter  
23 of Caution” is a low-level process for which an employee is not allowed representation.  
24 Sugiyama insisted his “Letter of Caution” be issued to Gillis during off hours for  
25



1 Sugiyama and Gillis. *Put another way, Sugiyama purported to make his actions “un-*  
2 *official official” and enforceable against Gillis but not reviewable against Sugiyama.*

3 37. EMPLOYER FAILS TO PROTECT EMPLOYEE. Even though Gillis was a “meets  
4 expectations” or “exceeds expectations” employee in all past evaluations and proved  
5 himself a valuable member of the EMT community by volunteering in the community  
6 with the EMT program, while Sugiyama was a ‘newby’ with a troubling history,  
7 Oakland Fire endorsed Sugiyama’s “un-official official” process and the campaign of  
8 harassment that Sugiyama soon unleashed against Gillis to force Gillis to quit Merritt  
9 College, to tarnish Gillis’ reputation, to retaliate against Gillis, and, ultimately, to force  
10 Gillis out of Oakland Fire.

11 38. UNION FAILS EMPLOYEE. In spite of his positions with IFPTE, Gillis’ union  
12 representative failed and refused and continues to fail and refuse to grieve the misconduct  
13 stated herein likely because the union also represents the very same supervisors and  
14 personnel officer committing the misconduct.

15 39. SLANDER AND LIBEL—FALSE ACCUSATION OF EMBEZZLEMENT AGAINST  
16 EMPLOYEE. On or about August 27<sup>th</sup>, 2009, Sugiyama purposely and intentionally  
17 falsely claimed Gillis accepted \$12,000.00 from a City contractor. Strangely, Sugiyama  
18 created the lie against Gillis about the same time Sugiyama disclosed Sugiyama’s own  
19 scandal—the Alameda County SUVs-for-penalties matter—to Gillis.

20 40. HARASSMENT—SINGLE MOM. When Gillis refused to quit Merritt College,  
21 Sugiyama yelled (in front of the Battalion Chiefs), “You have a problem with authority!  
22 You need to dig back to your childhood!”  
23  
24  
25

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

41. HARASSMENT AND DISPARATE TREATMENT—NIXONIAN HIT LIST.

Sugiyama told Gillis he maintains a “hit list” of employees to “get rid of,” that Gillis is “already on [that] firing list,” and that Sugiyama “like[s] to play dirty.”

42. JOB OFFER WITH AMR. Even though he was trying to get Gillis to quit Merritt College (and Oakland Fire), Sugiyama attempted to recruit Gillis to AMR. On or about October 15<sup>th</sup>, 2009, Sugiyama encouraged Gillis to take a job with AMR’s subsidiary, “NCTI will give you more” than Merritt College.

43. HARASSMENT—“DICTATOR” THREAT. Paradoxically, Sugiyama threatened Gillis that, if Gillis failed to do what Sugiyama demanded, “I will become an “autocratic dictator that you will not like.”

44. FALSE FLAG COVER FOR EMBEZZLEMENT. Once Gillis was “out of the picture,” Sugiyama, appealing to the basest stereotypes, intentionally falsely accused Merritt College and Merritt College students and faculty of theft and used those accusations to bar students and faculty from accessing supplies and equipment, used the “false flag” accusations to commandeer the Merritt College program and its assets, embezzled said assets, and transferred the same assets to AMR. Sugiyama embezzled other Oakland Fire (OF) equipment, transferred said other equipment to AMR, fraudulently promised and provided AMR rent-free offices and class rooms at OF, agreed to and did recruit students for AMR while ‘on the clock’ with OF, and agreed to and did use City property and personnel to perform recruiting and training services for AMR. Sugiyama blocked County-owned Merritt College from using the same equipment or space and from developing an EMT-P (paramedic) program.

1 45. RETURN OF AMR MONOPOLY. Sugiyama and AMR are unlawfully conspiring to  
2 create an East Bay monopoly on training for Emergency Medical Technicians (EMTs)  
3 and Paramedics (EMT-P) and, ultimately, to become the gate keeper for paramedic jobs  
4 in the East Bay.

5 46. DISPARATE IMPACT. Sugiyama and AMR, Inc.'s misconduct disparately impacts  
6 traditionally disadvantaged people—including “at risk” youth, people of color and/or  
7 ethnic minority ancestry, women, and gays and lesbians—because the Merritt College  
8 program was chartered and built to help, and in fact serves, these traditionally-  
9 disadvantaged people, while the AMR program has no such charter and, historically and  
10 currently, a richer, white, heterosexual male population. Oakland Fire refuses to  
11 investigate Gillis’ complaints regarding how loss of the Merritt College program will  
12 impact its Oakland’s most vulnerable population.

13 47. OSCAR GRANT AND SHEEHAN GILLIS. Gillis otherwise advocates for low income,  
14 “at-risk,” and ethnic minority people. On or about January 2009, Oakland Fire destroyed  
15 records related to its response to 911 calls to save the life of Oscar Grant on January 1<sup>st</sup>,  
16 2009. The Medical Director of the City of Oakland demanded a “call review.” It is the  
17 written policy and “always” procedure of Oakland Fire to perform such a call review in  
18 “sentinal” cases like that of Oscar Grant. In spite of the order of the Medical Director,  
19 the written policy, and the “always” procedure of Oakland Fire, it failed and refused to  
20 perform the call review. Oakland Fire refuses to investigate Gillis’ complaints about the  
21 911 call response, destruction of public property, violation of the order of the Medical  
22 Director, and refusal to perform the mandatory call review. On or about March 30<sup>th</sup>,  
23 2011, with the collusion of Sugiyama, an EMS Coordinator queried Gillis about “what he  
24  
25

1 would have done” in a hypothetical rescue with facts identical to Grant. This was  
2 designed to cause Gillis to suffer embarrassment and harassment in front of his peers for  
3 exposing injustice and racism in Oakland Fire.

4 48. CULTURE OF OAKLAND FIRE—L.A. CONFIDENTIAL. Gillis fights a system of  
5 racism and nepotism, cronyism, and favoritism that has changed little from the stereotype  
6 of L.A. Confidential. The crimes of the “good ole boys” go un-punished. For example,  
7 during the summer of 2009, Gillis received reports of missing narcotics from field  
8 personnel. The suspect was a white male EMT. Per written code and stated policy, Gillis  
9 contacted the Medical Director, the Medical Director ordered Gillis to perform an  
10 investigation, Gillis investigated, and Gillis made written findings to the Chief. Instead  
11 of completing the process by reporting to the City Attorney (the last step), Oakland Fire  
12 turned on Gillis and warned him “The City Attorney does not like your reports.” Gillis  
13 believes no reports were made to the City Attorney. Gillis complained to Oakland Fire  
14 for a year and a half about this. Finally, on or about February 7<sup>th</sup>, 2011, Sugiyama  
15 informed Gillis that Sugiyama contacted the DEA to investigate Sugiyama’s division and,  
16 on February 16<sup>th</sup>, 2011, Sugiyama commented on the DEA investigation “the union can’t  
17 help anyone when it comes to the DEA.” Amazingly, the whistleblower is being  
18 threatened with punishment for the crime he reported.

19  
20 49. HARASSMENT—ANSWER SHEETS. On January 18<sup>th</sup>, 2011, Gillis was severely  
21 admonished for using left-over copies of answer sheets and not making fresh copies. The  
22 answer sheets had not changed. The admonishing email contains large block letters and  
23 concludes, “You are failing in almost every aspect of your administration duties for your  
24 EMS training division.” At the same time Gillis is being “raked over the coals” for not  
25

1           wasting copies, Sugiyama “looked the other way” when Juliet Henshaw failed to show  
2           for two classes Sugiyama assigned her to teach (30 students).

3           50. HARASSMENT—SATURDAY BULLY SESSION. On or about February 20<sup>th</sup>, 2010,  
4           Sugiyama forced Gillis to endure an over-two-hour-on-Saturday-off-hours (7:30 p.m. to  
5           10:00 p.m.) verbal confrontation which included name calling (“Poor Sean. Wah! Wah!”  
6           “Narcissistic!” “Extreem Hubris!”) and repeated threats of termination.

7           51. DELIBERATELY OVER-WORKING—IMPOSITION OF 24/7 SHIFT. On or about  
8           February 26<sup>th</sup>, 2010, Sugiyama imposed “24/7 on call” status on Gillis (for call back and  
9           return to work), an immediate-update requirement for Gillis’ calendar, and 24/7 open-  
10          access to the calendar. Said 24/7 status is an effort to manufacture violations to use  
11          against Gillis and imposed to harass and discriminate and retaliate against Gillis.

12          52. BIKE MEDIC. On or about May 12<sup>th</sup>, 2010, Sugiyama verbally reprimanded Gillis when  
13          third parties failed to show for a meeting (Bike Medic) when the failure was caused by  
14          Sugiyama (failed to approve notice after request from an administrative assistant).

15          53. CAREER FIRST—POOR PERFORMANCE APPRAISAL. On or about May 13<sup>th</sup> 2010,  
16          Sugiyama issued a substandard Performance Appraisal (PA) of Gillis. It was remarkably  
17          different from all past PAs (“meets expectations” or “exceeds expectations”) and indicia  
18          of disparate treatment.  
19

20          54. PARROT COMMENT. On or about May 17<sup>th</sup>, 2010, Sugiyama threatened Gillis, “Your  
21          job is on the line.” When Gillis responded, “I know,” Sugiyama retorted, “If I wanted a  
22          parrot, I would have bought one.” On the same day, Sugiyama admonished Gillis for a  
23          lieutenant’s wait for narcotics exchange when the wait was caused by Sugiyama’s  
24          requirement that all exchanges occur on the same day.  
25

1 55. KAISER HIPAA VIOLATION. On or about May 21<sup>st</sup>, 2010, Sugiyama informed Gillis  
2 and others that Sugiyama uses his wife, who is employed by Kaiser, to obtain the Kaiser  
3 medical records of third parties.

4 56. "I'M A D\*\*\*." On or about May 26<sup>th</sup>, 2010, Sugiyama said, "I may be a dick, but . . ."   
5 and asked staff at a meeting to identify personnel who they believed did not "have the  
6 core values" necessary to be Oakland Fire. Later, Sugiyama told a co-worker, "Gillis  
7 will be moved and fired if he can't hack it" in front of other co-workers.

8 57. HOSTILE WORK ENVIRONMENT—THE BLOOD INCIDENT. On or about June 9<sup>th</sup>,  
9 2010, an Oakland Fire (OF) paramedic was sprayed in the face with blood. When the  
10 paramedic complained about OF's handling of the matter, Sugiyama responded publicly,  
11 "He is unhappy with life and having daddy issues."

12 58. HARASSMENT—FALSE ACCUSATION OF THEFT OF BIKE LIGHT. On or about  
13 June 18<sup>th</sup>, 2010, Sugiyama threatened to fire Gillis when Sugiyama could not locate a  
14 bike light, "We are going to see the Chief!" The light had not been delivered from the  
15 supplier.

16 59. HOSTILE WORK ENVIRONMENT—"I WIN WHEN YOU LOSE." On or about  
17 August 10<sup>th</sup>, 2010, Sugiyama threatened Gillis, "If you make a mistake over at Training  
18 Division, I will fire you. Either way, I win; if you are successful, I win; if you fail, I fire  
19 you and get someone else."

20 60. INTERFERENCE WITH PERFORMANCE—OFFICE MOVE ('BACK TO THE  
21 TRAILER PARK'). On or about September 22<sup>nd</sup>, 2010, Sugiyama barred Gillis from  
22 using his Oakland Fire office in Jack London Square and moved Gillis to a trailer parked  
23 on a remote lot. Sugiyama did so knowing that Gillis was raised in a trailer and would  
24  
25

1 experience distress from same. The removal was committed in order to create  
2 performance issues and harass and discriminate and retaliate against Gillis.

3 61. INTERFERENCE WITH PERFORMANCE—CAR REMOVAL. On the same day,  
4 Sugiyama blocked Gillis from continuing to use City vehicles. This action makes it  
5 impossible for Gillis to attend union lunch meetings. Sugiyama’s misconduct was  
6 committed in order to harass and discriminate and retaliate against Gillis.

7 62. DISPARATE TREATMENT—PUNISHMENT FOR VOLUNTEERING. On or about  
8 September 27<sup>th</sup>, 2010, Sugiyama disciplined Gillis for failing to meet Gillis’ self-imposed  
9 target date for moving Oakland Fire storage and for another personnel’s failure to  
10 transition by that person’s goal date. The moving was a voluntary assignment performed  
11 on the weekend and during off hours and completed within days of the target; the  
12 transitioning failure is that of a third party and not the fault of Gillis (the person was out  
13 of town at a conference). The discipline was done to discriminate and retaliate against  
14 Gillis.  
15

16 63. DISPARATE TREATMENT—BOSS WRITES EMPLOYEE’S “LETTER OF  
17 RESIGNATION.” On or about October 4<sup>th</sup>, 2010, Sugiyama drafted a letter of  
18 resignation for Gillis to sign. Sugiyama insisted Gillis sign the same without reading it.  
19 When Gillis refused, Sugiyama billed Gillis \$659.95 for personnel texting on company  
20 equipment even though Oakland Fire has a practice of allowing such personal texting and  
21 only one other employee has been required to pay for personal texting. Sugiyama warned  
22 Gillis not to report Sugiyama, “The union won’t do anything to protect you.” Sugiyama’s  
23 misconduct, in drafting a letter of resignation for Gillis to sign, violates the MOU. It is  
24 extra-MOU discipline. Sugiyama’s misconduct, in retaliating against Gillis for refusing  
25

1 to sign the letter and threatening him about the union, violates the MOU. Oakland Fire  
2 refuses to investigate Gillis' complaints regarding same. Sugiyama's misconduct was  
3 committed in order to harass and discriminate and retaliate against Gillis.

4 64. HARASSMENT—JOB LISTINGS (OCTOBER 4<sup>TH</sup>, 2010). On or about October 4<sup>th</sup>,  
5 2010, Sugiyama gave Gillis a stack of job listings and told Gillis, "You would be perfect  
6 for this" as he showed Gillis each listing. The listings included Alameda County  
7 positions similar to or above Gillis' current position. Obviously, if Sugiyama had any  
8 genuine performance issues with Gillis, Sugiyama would not be so recommending Gillis.  
9 Sugiyama's misconduct was committed in order to harass and discriminate and retaliate  
10 against Gillis.

11 65. INTERFERENCE WITH PERFORMANCE—MAIL BOX REMOVAL. On or about the  
12 same October 2010, Sugiyama removed Gillis' mailbox. The mailbox removal was done  
13 to make it impossible for Gillis to be successful, to 'set him up' for further 'violations'  
14 and in order to discriminate and retaliate against Gillis.

15 66. MEDICAL CONDITION DISCRIMINATION. On or about October 6<sup>th</sup>, 2010,  
16 Sugiyama threatened to discipline Gillis for taking a sick day.

17 67. INVASION OF PRIVACY—SECRET RECORDING AND KAISER RECORDS.

18 Sugiyama enlisted other employees to secretly record Gillis. Sugiyama enlisted his  
19 wife—an employee of Kaiser Hospital—to access Kaiser records about Gillis, other  
20 employees of Oakland Fire, and patients of Oakland Fire.

21 68. BASELINE PERFORMANCE LETTER (BPL) OF OCTOBER 15<sup>TH</sup>, 2010. The  
22 Baseline Performance Letter (BPL) of October 15<sup>th</sup>, 2010, includes: 1) "Performance  
23 Area No. 1[:] Use of Time[:] [O]n 9/27/2010, you missed numerous self imposed [sic]  
24  
25



1 deadlines” [referring to voluntary move target date], 2) “Performance Area No. 2[:]  
2 Accountability [:] [O]n 9/27/2010, you missed numerous self imposed [sic] deadlines”  
3 [again referring to voluntary move target date], and 3) “The work environment for your  
4 direct reports [sic—referring to people] is extremely disorganized.” By this BPL,  
5 Sugiyama is complaining over and over again about finishing the voluntary move a  
6 couple of days late and a shared space being disorganized. Sugiyama does not suggest  
7 that any disarray is Gillis’, Gillis responded that any disarray was caused by others,  
8 Sugiyama did not investigate Gillis’ response or criticize the sharing employees, and  
9 Sugiyama purposely created any disorganization by moving Gillis’ office.

10 69. REPRIMAND (OCTOBER 15<sup>TH</sup>, 2010. The same day Sugiyama issued the BPL,  
11 Sugiyama issued a Reprimand to Gillis. The Reprimand is based on the same voluntary  
12 move target date, “disarray” in the shared office, “failing to lead . . . the Training  
13 Division” while Gillis was *in Texas* for a professional conference, and leaving equipment  
14 at a secured Department location, but the ‘wrong’ one according to Sugiyama. The  
15 Reprimand violates Gillis’ Due Process and Equal Protection Rights, because it is un-  
16 Constitutionally vague and ambiguous and because Oakland Fire has no policy or  
17 practice of reprimanding employees for such alleged misconduct.

18  
19 70. DISPARATE TREATMENT—30-DAY FORMAL AND WEEKLY “ONE-ON-ONE”  
20 REVIEWS FOR GILLIS ONLY. On or about November 2010, Sugiyama imposed 30-  
21 day formal and weekly one-on-one performance reviews for Gillis only. Said are nothing  
22 more than hour-long-rants and bullying sessions, and Sugiyama repeatedly and over  
23 objection, schedules them on Gillis’ vacation or off days. The imposition was committed  
24 to discriminate and retaliate against Gillis.  
25

1 71. INTERFERENCE WITH PERFORMANCE—OFFICE REMOVAL (NOVEMBER 3<sup>RD</sup>,  
2 2010). On or about November 3<sup>rd</sup>, 2010, Sugiyama ordered Gillis to vacate his office and  
3 convert it into a storage closet. Gillis has no office today. Oakland Fire does not need a  
4 storage closet so badly; Gillis has photographs of empty Oakland Fire storage garages.  
5 The order was done to discriminate and retaliate against Gillis.

6 72. HARASSMENT—HUMILIATING GILLIS IN FRONT OF CLASS (NOVEMBER 10<sup>TH</sup>  
7 2010). On or about November 10<sup>th</sup>, 2010, Sugiyama made Gillis late to a meeting  
8 between Gillis and the Fire Chief and City Attorney by telling him that a meeting  
9 scheduled for the same day would “only take ten (10) minutes” and then keeping Gillis  
10 for over thirty (30) minutes—all while knowing the Chief and City Attorney were  
11 waiting for Gillis. At the meeting, Sugiyama asked Gillis to sign a ‘list of Gillis’  
12 deficiencies.’

13 73. DISPARATE TREATMENT—ENTRAPMENT AND FRAUD (DECEMBER 7<sup>TH</sup>,  
14 2010). On or about December 7<sup>th</sup>, 2010, Sugiyama asked Gillis to give employees illegal  
15 uniform re-imbusement by padding their time cards. Sugiyama warned Gillis non-  
16 compliance would “cause the part-time program to collapse.”

17 74. FALSE ACCUSATION OF FRAUD (DECEMBER 21<sup>ST</sup>, 2010). On or about December  
18 21<sup>st</sup>, 2010, Sugiyama warned Gillis that Gillis “de-frauded’ the state by changing the  
19 name of a training class. Sugiyama repeated the accusation to Gillis and Gillis’ co-  
20 workers. The name change was caused by others; there was no fraud. The false  
21 accusation was made in order to harass and discriminate and retaliate against Gillis.  
22

23 75. HARASSMENT—AUDIT THREAT (JANUARY 12<sup>TH</sup>, 2011). On or about January  
24 12<sup>th</sup>, 2011 in a staff meeting, Sugiyama threatened to “bring the County in” to audit  
25

1 Gillis' training records, because "the classes from Spring won't pass the audit." Gillis  
2 asked why Oakland Fire would request an audit only to fail, Sugiyama responded,  
3 "We've got nothing to hide." The threat was made in order to harass and discriminate  
4 and retaliate against Gillis.

5 76. HARASSMENT—FURTHER PUNISHMENT FOR VOLUNTEERING (JANUARY  
6 14<sup>TH</sup>, 2011). On or about January 14<sup>th</sup>, 2011 (30-day review), Sugiyama yelled  
7 frequently at Gillis in front of others during an hour review of Gillis. The subject of the  
8 review was the missed storage move target date and certification deadline miss that was  
9 not the fault of Gillis. The other workers were forced to stop Sugiyama. Said review was  
10 done to harass and discriminate and retaliate against Gillis.

11 77. SUGIYAMA CREATES TARDINESS (JANUARY 19<sup>TH</sup>, 2011). On or about January  
12 19<sup>th</sup>, 2011, Sugiyama changed a staff meeting without changing the Outlook calendar.  
13 Sugiyama told other staff about the change. When Gillis showed at the Outlook-  
14 calendar-time, Sugiyama admonished Gillis. The intentionally-created 'violation' was  
15 done in order to harass and discriminate and retaliate against Gillis.  
16

17 78. HARASSMENT--"DEFCON" (JANUARY 20<sup>TH</sup>, 2011). On or about January 20<sup>th</sup>, 2011,  
18 Sugiyama threatened to "increase the level of contact to" Gillis because Gillis re-filled  
19 Bike Medic bags with supplies. Sugiyama yelled, "You have selective hearing," "This is  
20 going on record," "You have no clue," "You create a level of animosity with your co-  
21 workers," "You don't have to make a 9,000 page book of policy," "I get half-assed  
22 stories," and "You've never functioned as an EMS Coordinator," "You will continue to  
23 take hits," "I'm going to call you aggressively," "You put your ears on, but you don't  
24  
25

1 listen,” “You are on DEFCON” [going to nuclear war], and more. Sugiyama’s threats  
2 were made to harass and discriminate and retaliate against Gillis.

3 79. HARASSMENT—BUDGET BLAME (JANUARY 25<sup>TH</sup>, 2011). On or about January  
4 25<sup>th</sup>, 2011, Sugiyama warned Gillis that, if Oakland Fire is over-budget, Gillis will be  
5 blamed because he purchased completion certificates (standard procedure) for CPR class  
6 graduates. Sugiyama’s blaming Gillis for budget woes was done in order to harass and  
7 discriminate and retaliate against Gillis.

8 80. LETTER OF INTENT (FEBRUARY 3<sup>RD</sup>, 2011). On or about February 3<sup>rd</sup>, 2011,  
9 Oakland Fire issued a Notice of Intent (LOI) in which Oakland Fire requested a 3-day  
10 suspension of Gillis for: 1) Receiving the May 2010 Performance Evaluation, and 2)  
11 Receiving the October 15<sup>th</sup>, 2010 Baseline Performance Letter. No further conduct or  
12 any continuing violation is stated. The LOI violates the policies and practices of Oakland  
13 Fire because it contain a statement of conduct upon which a suspension may be based and  
14 the same alleged violations cannot support successive discipline (reprimand and  
15 suspension). **This letter is at least the fourth time Sugiyama used the September**  
16 **2010 voluntary-storage-move matter as a basis for discipline.** The LOI was issued to  
17 harass and discriminate and retaliate against Gillis.  
18

19 81. HOSTILE WORK ENVIRONMENT—“WOE IS ME!” On or about February 14<sup>th</sup>,  
20 2011, Sugiyama held a “Performance Review” meeting with Gillis. Though Sugiyama  
21 prepared a Baseline Performance Letter (BPL) for the meeting, Sugiyama did not provide  
22 the letter to Gillis or Gillis’ Union Representative before the meeting. The letter was not  
23 discussed in the meeting. Insepad, in the presence of Oakland Fire Personnel Officer  
24 Steve Danziger, and Union Representative Vickie Carson, Sugiyama exclaimed, “Woe is  
25

1 me! I need more employees!” to Gillis. Sugiyama’s misconduct was committed in order  
2 to harass and discriminate and retaliate against Gillis.

3 82. FEBRUARY 14<sup>TH</sup>, 2011 BASELINE PERFORMANCE LETTER (BPL). The February  
4 BPL includes: 1) “[O]n 9/27/2010, you missed numerous self-imposed [sic] deadlines”  
5 (above-described voluntary-move matter), 2) “[You have] an established pattern of  
6 personal illness” (above-described; Gillis is well within MOU sick days and provides  
7 doctor’s notes when requested), 3) “You were 35 minutes late to [a] staff meeting”  
8 (above-described Outlook matter), 4) “[Repeat 1]”, 5) “You transmitted [an] email  
9 regarding a box found [in Gillis’ locker]” (Gillis reported that someone placed a box in  
10 his locker and requested Sugiyama investigate, attached to the box was a hand-written  
11 note, and Sugiyama failed and refused to investigate), 5) “I . . . found the [shared] office  
12 to be in a state of disarray” (above-described shared space), and 6) “[You] purchas[ed]  
13 ASHI Class Cards” (completion certificates described above). Much, of what is  
14 supposed to be good faith constructive criticism, is rude, in large font, bold, and  
15 underlined.  
16

17 83. PERSONNEL COMPLAINT (FEBRUARY 17<sup>TH</sup>, 2011). On or about February 17<sup>th</sup>,  
18 2011, Gillis filed an Opposition to Letter of Intent in which Gillis opposed the request for  
19 suspension and exposed the harassment, discrimination, and retaliation set forth herein.  
20 The Opposition was filed with the Personnel Office of Oakland Fire and read to all  
21 attendees at the Skelly Hearing—including managing officers of Oakland Fire.

22 84. UNION GRIEVANCE REQUEST (FEBRUARY 17<sup>TH</sup>, 2011). On or about February  
23 17<sup>th</sup>, 2011, Gillis requested his union grieve the harassment, discrimination, and  
24  
25

1 retaliation set forth in the Opposition to Letter of Intent. The Union failed and refused to  
2 so grieve.

3 85. HARASSMENT—‘NO ONE LIKES YOU SEAN’ (FEBRUARY 20<sup>TH</sup>, 2011). On or  
4 about February 20<sup>th</sup>, 2011 in front of other personnel, Sugiyama criticized Sean, “We  
5 need to talk offline about the viability of the training program. No one wants to attend  
6 *your* training.” The statement was made to humiliate and degrade Gillis in order to  
7 harass, discriminate, and retaliate against Gillis.

8 86. EOPD AND UNION COMPLAINT (FEBRUARY 26<sup>TH</sup>, 2011). On or about February  
9 26<sup>th</sup>, 2011, Gillis filed a Complaint with the Equal Opportunity Programs Division of the  
10 City of Oakland in which Gillis opposed the request for suspension and exposed the  
11 above harassment, discrimination, and retaliation. EOPD first indicated Gillis’ advocacy  
12 for Oscar Grant did not constitute a protected complaint of racial discrimination. The  
13 Union failed and refused to grieve.

14 87. RIGHT TO AN ATTORNEY . . .EXCEPT. On or about March 8<sup>th</sup>, 2011, Sugiyama,  
15 acting through the Personnel Office of Oakland Fire, *in writing* informed Gillis Oakland  
16 Fire scheduled a personnel mediation between Gillis and Sugiyama to “resolve all issues”  
17 on or about March 11<sup>th</sup>, 2011, and that Gillis and Sugiyama have the right to bring an  
18 attorney to the mediation. When Gillis notified Oakland Fire he would appear with an  
19 attorney, Sugiyama cancelled the mediation. From on or about March 8<sup>th</sup> to 24<sup>th</sup>, 2011,  
20 Sugiyama refused to reschedule the mediation. On or about March 24<sup>th</sup>, 2011, Sugiyama  
21 informed Gillis that Oakland Fire: a) Will re-schedule the mediation if Gillis waives his  
22 right to be represented at the mediation, and b) Is more likely to grant Sugiyama’s  
23  
24  
25

1 February 3<sup>rd</sup> Skelly Hearing request (to suspend Gillis for three days) if Gillis refuses to  
2 waive his rights.

3 88. CITY ATTORNEY COMPLAINT AND CLAIM COMPLAINT (MARCH 15<sup>TH</sup>, 2011).

4 On or about March 15<sup>th</sup>, 2011, Gillis filed a Claim with the City related to the  
5 misappropriation of the Merritt College program and related issues (including  
6 harassment). On or about March 24<sup>th</sup>, 2011, the City Attorney refused to investigate and  
7 issued a right to sue entitled “Denial of Claim Against City.”

8 89. KAISER COMPLAINT (MARCH 20<sup>TH</sup>, 2011). Sugiyama uses his wife to access private

9 medical records of Kaiser patients (Sugiyama’s spouse works for Kaiser). Sugiyama  
10 discusses those records in employee meetings. Gillis believes Sugiyama accesses  
11 Oakland Fire personnel’s medical records. Gillis requested the HIPAA log for his  
12 records. When Kaiser refused to provide same, Gillis filed a complaint with Kaiser and  
13 the California Department of Managed Care.

14 90. DISPARATE TREATMENT—BOSS’ DESPERATION. Throughout, Sugiyama faults

15 Gillis for the conduct of others. For example, Sugiyama disciplines Gillis for the failure  
16 of others to transition by goal dates and for not fully completing confidential course  
17 evaluations. This misconduct is committed to harass and discriminate and retaliate  
18 against Gillis.

19 91. CULTURE WITHIN OAKLAND FIRE—RACIST, HOMOPHOBIC, and SEXIST.

20 Oakland Fire maintains a hostile work environment in which bullying and racist,  
21 homophobic, and sexist statements are tolerated and even committed by supervisors.  
22 Oakland Fire promotes those who will assimilate and retaliates against those who  
23 challenge that culture. Persons from traditionally disadvantaged groups who replicate the  
24  
25

1 February 3<sup>rd</sup> Skelly Hearing request (to suspend Gillis for three days) if Gillis refuses to  
2 waive his rights.

3 88. CITY ATTORNEY COMPLAINT AND CLAIM COMPLAINT (MARCH 15<sup>TH</sup>, 2011).

4 On or about March 15<sup>th</sup>, 2011, Gillis filed a Claim with the City related to the  
5 misappropriation of the Merritt College program and related issues (including  
6 harassment). On or about March 24<sup>th</sup>, 2011, the City Attorney refused to investigate and  
7 issued a right to sue entitled “Denial of Claim Against City.”

8 89. KAISER COMPLAINT (MARCH 20<sup>TH</sup>, 2011). Sugiyama uses his wife to access private

9 medical records of Kaiser patients (Sugiyama’s spouse works for Kaiser). Sugiyama  
10 discusses those records in employee meetings. Gillis believes Sugiyama accesses  
11 Oakland Fire personnel’s medical records. Gillis requested the HIPAA log for his  
12 records. When Kaiser refused to provide same, Gillis filed a complaint with Kaiser and  
13 the California Department of Managed Care.

14 90. DISPARATE TREATMENT—BOSS’ DESPERATION. Throughout, Sugiyama faults

15 Gillis for the conduct of others. For example, Sugiyama disciplines Gillis for the failure  
16 of others to transition by goal dates and for not fully completing confidential course  
17 evaluations. This misconduct is committed to harass and discriminate and retaliate  
18 against Gillis.

19 91. CULTURE WITHIN OAKLAND FIRE—RACIST, HOMOPHOBIC, and SEXIST.

20 Oakland Fire maintains a hostile work environment in which bullying and racist,  
21 homophobic, and sexist statements are tolerated and even committed by supervisors.

22 Oakland Fire promotes those who will assimilate and retaliates against those who  
23 challenge that culture. Persons from traditionally disadvantaged groups who replicate the  
24  
25



1 hostile work environment are promoted. Even though Sugiyama is apparently of  
2 Japanese American ancestry, he has clearly assimilated into that racist, sexist, and  
3 homophobic environment and now perpetuates the very culture that one day would have  
4 kept a Japanese American out of the Department.

5 92. LATINOS NEED NOT APPLY. CAROLINA GREEN. Sugiyama refused to hire  
6 Carolina Green for a position as EMS Coordinator. Oakland Fire allowed Sugiyama to  
7 act as a one-man hiring committee and hire his 20+-year friend over a better qualified,  
8 bilingual, female, Latina applicant. Oakland Fire refuses to investigate Gillis' written  
9 complaint regarding same. MOISES MONTOYA. Oakland Fire refused to hire Moises  
10 Montoya, a trilingual (E, Sp, F) Latino administrative worker from the Public Works  
11 Department with a professional degree, for a position as dispatcher. The minimum  
12 requirement is a diploma and the posting encouraged "*bilingual*" people to apply. After  
13 Montoya applied, Oakland Fire claimed no applicants possessed Spanish language skills  
14 and re-posted the position with a bold-italicized "No *Spanish* language skills needed"  
15 statement. The statement is intended to discourage further applications by Latino people.  
16

17 93. UNIFORMS FREE FOR NON-BLACKS. Sugiyama "doctors" time records. Sugiyama  
18 re-pays all but African American employees for uniform expenditures by padding time  
19 cards exactly according to uniform receipts and even puts copies of receipts for uniforms  
20 on the back of padded time cards.

21 94. COMP TIME EXCEPT BLACKS AND GILLIS. Sugiyama gives disallowed comp time  
22 to all but African American employees.

23 95. BOSS' RACIST AND HOMOPHOBIC STATEMENTS. Sugiyama calls employees  
24 "just off the reservation," jokes about lesbian mothers not needing maternity/family leave  
25

1 (“What are they . . . sharing a baby?”), and claims un-married persons (bachelors and  
2 divorcees) “can’t understand what team work is.” Sugiyama condones conduct in  
3 meetings and classes that includes calling persons with Philippine ancestry “Flips” and  
4 joking about “spreading the butt cheeks of” and anally probing patients. Oakland Fire  
5 refuses to investigate Gillis’ complaints regarding same.

6 96. CULTURE WITHIN OAKLAND FIRE—FRAUD. Oakland Fire holds “Community  
7 CPR Classes” in City buildings for the purpose of recruiting students for AMR  
8 Corporation EMT training. The attendance records are doctored and submitted as “at-  
9 risk” youth mentoring for Measure Y money. In fact, the attendees are overwhelmingly  
10 30-to-40-something white males and not the “at-risk” youth Measure Y was created to  
11 help. Similarly, though Oakland Fire collected Measure Y funding for his teaching work,  
12 Oakland Fire failed to honor its commitment to pay Paramedic Cadet Pascal Depaz over  
13 463 hours of wages.

14  
15 97. CULTURE WITHIN OAKLAND FIRE—RETALIATION. The misconduct regarding  
16 Oscar Grant is generally known by all paramedics and the entire management of Oakland  
17 Fire. No one, except Gillis, “broke the silence,” because Oakland Fire maintains a  
18 pattern and practice of retaliating against complainers. For example, on or about May 6<sup>th</sup>,  
19 2010, Sugiyama held a meeting in which he discussed his plan to “get rid of” Employee  
20 Tim Takis (Sugiyama referred to as a “stupid dick” and “ha[ving] just made the biggest  
21 mistake of his career” and about to have “a giant lens turned on him”) because Takis  
22 successfully grieved a “needs improvement” Performance Appraisal. Sugiyama then  
23 raised 15 other employees from “needs improvement” to “fully effective,” to dilute  
24 Takis’ success.  
25

1 98. UNLAWFUL COERCION AGAINST EXERCISE OF RIGHT TO ATTORNEY. On or  
2 about March 24<sup>th</sup>, 2011, Sugiyama informed Gillis that Oakland Fire: a) Will re-  
3 schedule the above personnel mediation if Gillis waives his right to be represented at the  
4 mediation, and b) Is more likely to grant Sugiyama's February 3<sup>rd</sup> Skelly Hearing request  
5 (to suspend Gillis for three days) if Gillis refuses to waive his rights.

6 99. BASELINE PERFORMANCE LETTER (BPL) OF MARCH 24<sup>TH</sup>, 2011. On or about  
7 March 24<sup>th</sup>, 2011, Sugiyama issued a BPL to Gillis for: 1) Missing deadlines (but fails to  
8 identify any missed deadlines), 2) Mis-management of time (but fails to identify any  
9 specific acts or omissions except use of allowed sick leave), 3) Using an ASHI policy for  
10 storing coursework (Sugiyama expressly approved using ASHI and identified same as  
11 "best practices"), and 4) Finding files in a storage cabinet (recycled from February 14<sup>th</sup>,  
12 2011 BPL). Sugiyama failed to include "corrective action" other than 'identify  
13 deficiencies and correct them.' Said BPL was issued to harass and discriminate and  
14 retaliate against Gillis.  
15

16 100. CITY ATTORNEY COMPLAINT (MARCH 28<sup>TH</sup>, 2011). On or about March  
17 28<sup>th</sup>, 2011, Gillis filed a complaint with the City Attorney regarding the "quid pro quo"  
18 and un-Constitutional coercion by Sugiyama and Oakland Fire and provided a  
19 chronology detailing the harassment, discrimination, and retaliation herein. The City  
20 Attorney failed and refused to investigate.

21 101. UNION COMPLAINT (MARCH 28<sup>TH</sup>, 2011). On or about March 28<sup>th</sup>, 2011,  
22 Gillis filed a complaint with his union's executive director (Bob Muscat, Local 21,  
23 IFPTE) regarding the failure of IFPTE to grieve the harassment, discrimination, and  
24  
25

1 retaliation. The complaint included a complete chronology. IFPTE refuses to respond to  
2 the complaint.

3 102. SUSPENSION (MARCH 30<sup>TH</sup>, 2011). On or about March 30<sup>th</sup>, 2011, Oakland  
4 Fire suspended Gillis as Sugiyama promised it would if Gillis refused to waive his right  
5 to an attorney. The stated basis was the missed move date of September 2011; no person  
6 has ever been suspended for volunteering. The suspension was ordered to harass and  
7 discriminate and retaliate against Gillis.

8 103. UNION COMPLAINT (MARCH 31<sup>ST</sup>, 2011). On or about March 31<sup>st</sup>, 2011,  
9 Gillis confirmed what appeared to be an agreement by Union Representative Vickie  
10 Carson to grieve the suspension, provided an updated chronology, and, again, requested  
11 the union grieve the harassment, discrimination, and retaliation. Carson never responded,  
12 took no steps to grieve the suspension, and continues to fail and refuse to grieve the  
13 harassment (and hostile work environment) and discrimination and retaliation. Gillis was  
14 forced to pay an attorney to research, draft, and file an Appeal of Discipline  
15 (Suspension). The City Attorney and EEO were cc'd. The City Attorney failed and  
16 refused and continues to fail and refuse to investigate.

17  
18 104. FIRE CHIEF COMPLAINT (APRIL 3<sup>RD</sup>, 2011). On or about April 3<sup>rd</sup>, 2011,  
19 Gillis filed a Complaint with Fire Chief Mark Hoffman in which Gillis provided a  
20 complete chronology. The Chief failed and refused and continues to fail and refuse to  
21 respond.

22 105. FIRE CHIEF COMPLAINT (APRIL 4<sup>TH</sup>, 2011). On or about April 4<sup>th</sup>, 2011,  
23 after an exhaustive meeting with his attorney, Gillis filed an Amended Complaint with  
24  
25

1 Fire Chief Mark Hoffman in which Gillis provided an updated complete chronology. The  
2 Chief failed and refused and continues to fail and refuse to respond.

3 106. INVASION OF PRIVACY—OUTLOOK ABUSE (APRIL 6<sup>TH</sup>, 2011). As set  
4 forth above, Sugiyama ordered Gillis to provide Sugiyama with a constantly updated  
5 Outlook calendar and carry an Oakland Fire phone at all times. Sugiyama abuses access  
6 to Gillis' calendar by deliberately scheduling work that conflicts with Gillis' union  
7 meetings and/or attorney meetings. Sugiyama uses the Department Outlook calendar to  
8 "advertise" Gillis' disciplinary meetings, hearings, and other private matters.

9 107. OUTLOOK COMPLAINT (APRIL 6<sup>TH</sup>, 2011). On or about April 6<sup>th</sup>, 2011,  
10 Gillis filed a Complaint with the City Attorney to the effect that Sugiyama was  
11 deliberately over-working Gillis (365/24/7 "on call" status and 6 full days) and  
12 scheduling Gillis in such a way that he could not attend Union meetings or prepare the  
13 Appeal of Suspension with his attorney. Gillis informed the City Attorney that Sugiyama  
14 told Gillis in Summer 2009 that Sugiyama would "overwork disfavored employees until  
15 they quit." The City Attorney failed and refused and continues to fail and refuse to  
16 respond.

17 108. CITY ATTORNEY WRITTEN REFUSAL TO INVESTIGATE (APRIL 6<sup>TH</sup>,  
18 2011). On or about April 6<sup>th</sup>, 2011 and even though she is the highest-ranking lawyer  
19 and required to enforce the law for the people of Oakland, the City Attorney served Gillis  
20 with written notice to the effect that the City Attorney refuses to investigate Gillis'  
21 complaints—regarding Oscar Grant, Merritt College, racism, fraud, and retaliation within  
22 Oakland Fire and all of the harassment, discrimination, and retaliation against Gillis.  
23  
24  
25

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

109. PERSONNEL COMPLAINT (APRIL 8<sup>TH</sup>, 2011). On or about April 8<sup>th</sup>, 2011, Gillis filed a Response to Baseline Performance Letter (BPL) of March 24<sup>th</sup>, 2011 in which Gillis fully detailed the issues with the BPL set forth above.

110. DISPARATE TREATMENT—THREATS FOR PERSONNEL QUESTIONS. On or about April 11<sup>th</sup>, 2011, Gillis and his attorney filed an Appeal of Discipline (Suspension) with the Civil Service Board and gave notice to his union that he chose to file the appeal instead of grieving the suspension. The union responded by letter that it would not represent Gillis. Gillis made said decision based on the union's failure to respond to Gillis' requests for grievance of the discrimination, retaliation, harassment, and suspension. Gillis asked Oakland Fire Personnel Officer Steve Danziger if the union's letter meant that it would no longer represent Gillis in performance review meetings and, if so, if Gillis could use his attorney (at Gillis' expense) for such meetings. Danziger responded, "No," and, in writing, threatened to fire Gillis if he failed to show for any meetings.

COMMON COUNT—CONTINUING VIOLATION AND ONGOING

111. OTHER. Sugiyama and City of Oakland otherwise maintained a hostile work environment and harassed and discriminated and retaliated against Gillis.

112. CONTINUING VIOLATION (Government Code § 12960(d)). The individual misconduct stated above involved successive conduct which is similar and related to conduct that occurred earlier, the conduct was reasonably frequent, and the conduct had not yet become permanent.

1 113. ONGOING. Sugiyama and City of Oakland otherwise maintained a hostile work  
2 environment and harassed and discriminated and retaliated against Gillis and continue to  
3 do so.

4 114. EXHAUSTION. Plaintiff exhausted his administrative remedies by filing an  
5 Administrative Complaint (Claim) against Respondent City for applicable claims and by  
6 filing a Department of Fair Employment and Housing Act Administrative Complaint  
7 against Respondent City and Supervisor Sugiyama. Plaintiff is not required to exhaust  
8 any grievance process, because Plaintiff's union, Local 21 IFPTE breached its duty of  
9 fair representation including, but not limited to, by failing refusing to grieve the within  
10 misconduct despite numerous requests and failing and refusing to return numerous  
11 telephone calls, emails, and letters.  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

I.

FIRST CAUSE OF ACTION

WHISTLEBLOWER RETALIATION (Labor Code 1102.5 et seq., *modified* MB 2400A.11)

*Alleged Against Defendants City of Oakland, and Does 1-15*

115. Plaintiff incorporates the Common Count as if fully set forth herein.

116. At all times, Plaintiff had reasonable cause to believe and, in fact, believed the information contained in the above COMPLAINTS discloses a violation of state and federal statute and a violation and noncompliance with state and federal rules and regulations under Labor Code § 1102.5. Plaintiff is an employee of a government agency, and Plaintiff's COMPLAINTS were made to his employer under Labor Code § 1102.5(e). Defendant City of Oakland's retaliatory campaign of harassment constitutes a rule, regulation, and policy preventing an employee making such COMPLAINTS (Labor Code § 1102.5(a)), retaliation against an employee for disclosing information to a government and/or law enforcement agency (Labor Code § 1102.5(b)), and retaliation for refusing to participate in the activity that would result in a violation of state or federal statute and a violation and noncompliance with a state and federal rule and regulation (Labor Code § 1102.5(c)).

117. Plaintiff suffered adverse employment file entries and severe emotional distress as a result thereof.

118. Plaintiff prays relief as follows at Damages.



II.

SECOND CAUSE OF ACTION

WRONGFUL RETALIATION (Common Law, *modified* CACI 2430, MB 2400A.11[3][b])

*Alleged Against Defendants Sugiyama, City of Oakland, and Does 1-15*

119. Plaintiff incorporates the Common Count as if fully set forth herein.

120. Defendants misconduct constitutes retaliation against plaintiff for making COMPLAINTS about the Oscar Grant and Merritt College matters and otherwise opposing racist, sexist, homophobic, and fraudulent policies and practices at Oakland Fire in violation of public policy of the State of California as evidenced by the Constitution, state and local law, stated policy of the City, Administrative rules, the MOU, and social norms. Garcia v. Rockwell International Corp. (1986) 187 Cal. App. 3d 1556, MB (herein MB denotes Matthew Bender Jury Instructions) 2400A.11[3][g] et seq.

121. Said misconduct was a substantial factor in causing plaintiff's damages.

122. Plaintiff prays relief as follows at Damages.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

III.

THIRD CAUSE OF ACTION

FAIR EMPLOYMENT VIOLATION (FEHA)

(Government Code § 12900 et seq., CACI 2500 et seq.)

*Alleged Against Defendants Sugiyama, City of Oakland, and Does 1-15 as Set Forth Below*

123. Plaintiff incorporates the Common Count as if fully set forth herein.

124. COUNT ONE--HOSTILE WORK ENVIRONMENT; CONDUCT DIRECTED AT PLAINTIFF (Government Code § 12940(j) et seq., CACI 2521A, 2522A)—*Alleged Against Defendant Sugiyama, City of Oakland, and Does 1-15: As set forth above, Defendants subjected Plaintiff to unwanted harassing conduct because \*\*\*, the harassing conduct was severe and pervasive, a reasonable person from the same protected group would consider the work environment to be hostile and abusive. The supervisor of Plaintiff (Defendant Sugiyama) and other supervisors for Defendants perpetrated the misconduct and/or knew about the misconduct and failed to take immediate and appropriate corrective action.*

125. COUNT TWO—HOSTILE WORK ENVIRONMENT; CONDUCT DIRECTED AT OTHERS (Government Code § 12940(j) et seq., CACI 2521B, 2522B)—*Alleged Against Defendant Sugiyama, City of Oakland, and Does 1-15: As set forth above, Plaintiff personally witnessed harassing conduct that took place in his immediate work environment, the harassing conduct was severe and pervasive, a reasonable person would consider the work environment to be hostile and abusive. The supervisor of Plaintiff (Defendant Sugiyama) and other supervisors for Defendants perpetrated the misconduct*

1 and/or knew about the misconduct and failed to take immediate and appropriate  
2 corrective action.

3 126. COUNT THREE—DISCRIMINATION (DISPARATE TREATMENT)  
4 (Government Code § 12940(a) et seq., CACI 2500)—*Alleged Against Defendants City of*  
5 *Oakland and DOES 1-15*: As set forth above, Defendants discriminated against Plaintiff  
6 in compensation and in terms, conditions, and privileges of employment as set forth  
7 above on account of the medical condition and disability (anxiety) and marital status of  
8 Plaintiff.

9 127. COUNT FOUR—DISCRIMINATION (DISPARATE IMPACT) (Government  
10 Code § 12940(a) et seq., CACI 2502)—*Alleged Against Defendants City of Oakland and*  
11 *DOES 1-15*: As set forth above, Defendants discriminated against Plaintiff in  
12 compensation and in terms, conditions, and privileges of employment as set forth above  
13 on account of the medical condition and disability (anxiety) and marital status of  
14 Plaintiff.

15 128. COUNT FIVE—RETALIATION (Government Code § 12940(h) et seq., CACI  
16 2505)—*Alleged Against Defendants City of Oakland and DOES 1-15*: As set forth above,  
17 Defendants [discriminated against Plaintiff] and engaged in misconduct that, taken as a  
18 whole, materially and adversely affected the terms and conditions of Plaintiff's  
19 employment. Plaintiff's REPORTS were motivating reasons for Defendants decision to  
20 [discriminate against Plaintiff] and engage in the misconduct.

21 22 129. COUNT SIX—DISCRIMINATION (Government Code § 12940(a) et seq., CACI  
23 2500)—*Alleged Against Defendants City of Oakland and DOES 1-15*: As set forth  
24 above, Defendants discriminated against Plaintiff in compensation and in terms,  
25

1 conditions, and privileges of employment as set forth above on account of the medical  
2 condition and disability (anxiety) and marital status of Plaintiff.

3 130. Said misconduct was a substantial factor in causing plaintiff's damages.

4 131. Plaintiff prays relief as follows at Damages.  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

IV.

FOURTH CAUSE OF ACTION

INVASION OF PRIVACY

(Cal. Const. Art. I § 1, CACI 1800)

*Alleged Against Defendants Sugiyama, City of Oakland, and Does 1-15*

132. Plaintiff incorporates the Common Count as if fully set forth herein.

133. By secretly recording plaintiff, accessing plaintiff's personal medical records, and sharing confidential personnel matters on the public Outlook calendar, defendants intentionally intruded upon plaintiff's reasonable expectation of privacy at work and in his employment and medical records. Those intrusions are highly offensive to a reasonable person as evidenced by prohibitions against the misconduct and social norms.

134. Plaintiff suffered severe emotional distress as a result of said misconduct.

135. Plaintiff prays relief as follows at Damages.

V.

FIFTH CAUSE OF ACTION

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

*Alleged Against Defendants Sugiyama, City of Oakland, and Does 1-15*

136. Plaintiff incorporates the Common Count as if fully set forth herein.

137. COUNT ONE—HOSTILE WORK ENVIRONMENT (Government Code § 12940(j) et seq., CACI 2521A & 2521B et seq.): The unlawful misconduct of Sugiyama, in creating a hostile work environment for Gillis, constitutes intentional infliction of emotional distress. Fisher v. San Pedro Peninsula Hospital ([1989] 214 Cal. App. 3d 590, 618).

138. COUNT TWO—INTENTIONAL TORT (Civil Code § 3294, CACI 1600 et seq., 3941 et seq.): Defendants actions were willful and intentional and committed in knowing and conscious disregard of the health and safety of plaintiff and the likelihood that same would cause Plaintiff to suffer severe emotional distress. Evidence of the willful and intentional nature of the acts includes, but is not limited to, the fact that the misconduct is proscribed by the following law, defendants were aware of said law, defendants were aware that their conduct violated said law, and defendants committed the acts in spite of said knowledge: MOU, Oakland Administrative Instructions, Oakland Municipal Code, and State Law. Said unlawful misconduct constitutes oppression, fraud, and/or malice.

139. Defendants AMR and City of Oakland are vicariously liable for Sugiyama's misconduct, because Sugiyama is a managing agent of both AMR and the City of Oakland and each ratified, condoned, and furthered the abuse.

140. Said misconduct was a substantial factor in causing plaintiff's damages.

141. Plaintiff prays relief as follows at Damages.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

DAMAGES

*All Defendants for All Types of Damages Except Where Stated Otherwise Below*

Plaintiff prays:

1. For general damages for past, present, and future pain, suffering, and inconvenience,
2. For special damages for past, present, and future diagnosis, treatment, and prescription,
3. For special damages for lost wages, benefits, retirement, and damage to reputation arising from loss of the directorship at Merritt College.
4. For punitive and exemplary damages (except Defendant City),
5. For costs of suit (including attorney's fees), and
6. For such other and further damages as this court deems appropriate.

April 22<sup>nd</sup>, 2011

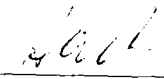
/s/Philip Horne, Esq.  
PHILIP HORNE, ESQ.  
ATTORNEY FOR PLAINTIFF GILLIS, EMT-P



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

VERIFICATION

I, Sheehan (Sean) Gillis EMT-P, reviewed the foregoing Administrative Complaint (Claim) for Damages. The allegations within the complaint are true. I make this declaration under penalty of perjury under the laws of the State of California in San Francisco this April 22<sup>nd</sup>, 2011.

  
\_\_\_\_\_  
Sheehan (Sean) Gillis, EMT-P