

Megan Beaman (SBN 261539)
megan@beaman-law.com

Curtis Davis (SBN 323353)
curtis@beaman-law.com

BEAMAN JACINTO LAW, P.C.
77564 Country Club Dr. Suite 340
Palm Desert, CA 92211
T: (760) 698-9626

Attorneys for Plaintiff
CHRIS OPPENHEIMER

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

CHRIS OPPENHEIMER,

Plaintiff,

vs.

CITY OF COACHELLA;
LIZZANDRO DIAZ; and DOES 1
through 10, inclusive,

Defendants.

Case No.: 5:24-CV-00620-KK-DTB

**THIRD AMENDED COMPLAINT
FOR DAMAGES**

1. RETALIATION FOR EXERCISE OF RIGHTS
2. POLITICAL ACTIVITIES RETALIATION
3. DISABILITY DISCRIMINATION
4. FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS
5. FAILURE TO REASONABLY ACCOMMODATE
6. RETALIATION FOR REQUEST OF REASONABLE ACCOMODATION
7. RETALIATION FOR OPPOSITION TO DISCRIMINATION
8. FAILURE TO PREVENT DISCRIMINATION
9. HARASSMENT
10. FAILURE TO PAY OVERTIME WAGES
11. VIOLATION OF RIGHT TO PRIVACY
12. DEFAMATION

DEMAND FOR TRIAL BY JURY

1 **NATURE OF THE ACTION**

- 2 1. This is an action brought by an employee, CHRIS OPPENHEIMER (“Mr.
3 Oppenheimer”) against his employer, Defendant CITY OF COACHELLA, his
4 supervisor, LIZZANDRO DIAZ, and DOES 1 through 10, inclusive, under
5 applicable California and federal law.
- 6 2. Defendants have retaliated and continue to retaliate against Mr. Oppenheimer in
7 his employment due to his protected activities, including his reports of unlawful
8 operations of businesses, personal support of political candidates, demands to be
9 paid for all hours worked, and opposition to harassment and discrimination.
10 Defendants moreover failed to accommodate Mr. Oppenheimer’s disabilities on
11 multiple occasions and have retaliated against him due to his requests for
12 reasonable accommodation. Defendants’ discriminatory and retaliatory conduct
13 has caused and continues causing substantial and potentially irreparable emotional
14 damage and damage to Mr. Oppenheimer’s professional reputation as a building
15 inspector, as have Defendant Lizzandro Diaz’s defamatory publications about him.
16 Additionally, Defendants altogether failed to pay Mr. Oppenheimer’s wages for
17 certain overtime hours worked during his employment.

18 **ADMINISTRATIVE EXHAUSTION**

- 19
- 20 3. Plaintiff provided timely and complete notice of government claims to Defendant
21 City of Coachella on April 24, 2023. City of Coachella officially rejected the
22 claims on June 9, 2023.
- 23 4. Plaintiff provided timely and complete second notice of government claims to
24 Defendant City of Coachella on November 1, 2023. As of the date of this filing,
25 Plaintiff’s second government claim remains pending and it is expected that the
26 City of Coachella will reject it.
- 27 5. Plaintiff provided a timely and complete third notice of government claims to
28 Defendant City of Coachella on November 14, 2023. As of the date of this filing,

1 Plaintiff's third government claim remains pending and it is expected that the City
2 of Coachella will reject it.

- 3 6. Plaintiff filed a timely complaint of discrimination and retaliation with the
4 California Civil Rights Department and requested and received a right to sue letter
5 that same day, prior to the filing of this action.
6

7
8 **THE PARTIES**

- 9 7. Plaintiff CHRIS OPPENHEIMER was at all relevant times mentioned herein a
10 resident of the County of Riverside.
11 8. Defendant CITY OF COACHELLA was at all times mentioned herein a public
12 entity located and operating in the County of Riverside, and is and was the
13 employer of Plaintiff Mr. Oppenheimer under applicable laws.
14 9. Defendant LIZZANDRO DIAZ was at all times mentioned herein, upon
15 information and belief, a resident of the County of Riverside, and is and was the
16 supervisor of Mr. Oppenheimer in his employment with the City of Coachella.
17 10. The true names and capacities, whether individual, corporate, associate or
18 otherwise of defendants DOES 1-10 are unknown to Plaintiff, who therefore sues
19 said defendants by such fictitious names. Plaintiff is informed and believes and
20 thereon alleges that each of the defendants designated as a DOE is responsible in
21 some manner for negligence, willful misconduct, strict liability, and dangerous
22 conditions, infliction of emotional distress, and other occurrences as alleged
23 herein, which directly and proximately caused the injuries and damages alleged in
24 this complaint. Plaintiff will amend this complaint to allege the true names and
25 capacities of said defendant DOES when the same are ascertained.
26 11. All the acts and conduct herein below described of each and every defendant was
27 duly authorized, ordered and directed by the respective and collective defendants,
28 and the officers, trustees, directors, agents, and/or management-level employees
of said defendants. In addition thereto, all defendants participated in the

- 1 16. In approximately July 2021, Gabriel Perez was hired to the position of
2 Development Services Director, becoming Mr. Oppenheimer's new supervisor.
- 3 17. On multiple occasions from approximately January 2022 to present, Perez deleted,
4 removed, disapproved, and/or otherwise caused the non-payment of hours that Mr.
5 Oppenheimer worked. The hours deleted were worked beyond 40 in a week and
6 thus constituted overtime hours.
- 7 18. This conduct continued even after Mr. Oppenheimer reported it to Perez's
8 supervisor, City Manager Gabriel Martin, and Martin reprimanded Perez.
- 9 19. In approximately mid- 2022, Mr. Oppenheimer was made aware that a Building
10 Official position would soon be open. The Building Official position was
11 elevated from Mr. Oppenheimer's current position and would constitute a
12 promotion. Mr. Oppenheimer was and is qualified for the position and was
13 excited for the opportunity to grow in his employment with the City.
- 14 20. Mr. Oppenheimer applied to the position on or about August 31, 2022.
- 15 21. City Manager Gabriel Martin in approximately August or September 2022 told
16 Mr. Oppenheimer that the Building Official position was already waiting for him,
17 and that he just needed to go through the formalities.
- 18 22. Councilmember Neftali Galarza and Mayor Steven Hernandez also both
19 separately told Mr. Oppenheimer that the position was "his," notifying him even
20 when it was approved by the City Council for posting.
- 21 23. In approximately September 2022, Ruben Gonzalez—property owner, city
22 Planning Commissioner, brother of then-Councilmember Josie Gonzalez, and
23 brother to the former Mayor Jesus Gonzalez—told Mr. Oppenheimer that he had
24 advocated for Perez to be hired, and that he would discuss Mr. Oppenheimer's
25 interest in the Building Official position with Perez.
- 26 24. Shortly after, Jesus Gonzalez—property owner, former city Mayor, brother to
27 then-city Councilmember Josie Gonzalez—made a similar comment to Mr.
28 Oppenheimer. Mr. Oppenheimer understood the comments to be implicit requests

1 for his loyalty to Ruben Gonzalez and Jesus Gonzalez with regard to their
2 property operations in the City of Coachella.

3 25. In approximately early October 2022, a photo began to circulate, which depicted
4 Mr. Oppenheimer attending a political event on his personal time in support of the
5 current mayor's political opponent. City Manager Gabriel Martin approached Mr.
6 Oppenheimer about the photo, telling him that a councilmember had sent it to
7 Martin and that councilmembers were unhappy about it. Mr. Oppenheimer
8 attempted to explain that he also attended fundraisers and events in support of the
9 current mayor and other city representatives, but the explanation did not resolve
10 Martin's concerns about the councilmembers' unhappiness.

11 26. In approximately November 2022, as part of his regular job duties and
12 responsibilities, Mr. Oppenheimer reported to Perez that unpermitted building
13 activity, such as the building of trenches, was occurring on a property operated by
14 Ruben Gonzalez. Perez seemingly ignored Mr. Oppenheimer's report. Mr.
15 Oppenheimer had previously reported to supervisors on at least one occasion that
16 a cannabis dispensary owned by Jesus Gonzalez was operating without proper
17 inspections completed, and without a Certificate of Occupancy. Upon information
18 and belief, no action was taken regarding these unlawful building activities. Upon
19 information and belief, unpermitted building activities continued occurring on the
20 properties continuously and/or from time to time, up to today.

21 27. Furthermore, or about November 8, 2022, Councilmember Neftali Galarza
22 contacted Mr. Oppenheimer. At the time, votes from the 2022 General Election
23 were still being counted, including those cast in the very close race between two
24 candidates for the position of Mayor to the City of Coachella. Galarza is and was
25 a known friend and supporter of city Mayor Steven Hernandez, who was one of
26 the candidates on the ballot.

27 28. In this conversation, Galarza asked Mr. Oppenheimer if he was supporting
28 Hernandez's opponent in the election. Mr. Oppenheimer confirmed that he had

1 donated to the opponent's campaign in his personal capacity. Galarza indicated
2 that he was upset and offended by Mr. Oppenheimer's personal political
3 decisions. Galarza pushed Mr. Oppenheimer to call Hernandez to discuss the
4 campaign donation that he made.

5 29. Hernandez ultimately won the position of Mayor for an additional two-year term,
6 by a slim margin of 59 votes.

7 30. In November 2022 and thereafter—following his reports of unpermitted building
8 activity and his conversations with Martin and Galarza, Mr. Oppenheimer
9 observed and experienced an escalation in retaliatory conduct against him, causing
10 him to feel that he was under a microscope, and that the City was attempting to
11 force him to quit or to find an excuse to terminate him.

12 31. In approximately mid-November 2022, the Building Official position was posted
13 for external candidates, signaling to Mr. Oppenheimer for the first time that the
14 City may intend to pass over him for the position. Mr. Oppenheimer was and is
15 aware of several positions for which internal candidates were hired without any
16 external posting.

17 32. When the City interviewed Mr. Oppenheimer for the Building Official position,
18 the interview panel asked him irrelevant questions about types of building not
19 currently being done in the city of Coachella, which appeared to be designed
20 solely to cause him confusion.

21 33. The City thereafter hired an external candidate as Building Official, despite earlier
22 assurances that Mr. Oppenheimer would be promoted to the position.

23 34. In approximately late February or early March 2023, Perez began to cut back on
24 Mr. Oppenheimer's hours, causing him to lose significant overtime hours and pay.
25 These hours cut included hours which are reimbursed by developers and create no
26 cost to the city.

27 35. Mr. Oppenheimer furthermore overheard and/or learned from co-workers that
28 Perez made disparaging comments about him on various occasions, with the

1 apparent attempt to damage his reputation and relationships with co-workers and
2 other professional contacts.

3 36. On approximately April 10, 2023, Mr. Oppenheimer's supervisors told him for the
4 first time that Perez would now require Mr. Oppenheimer to complete a form
5 regarding his part-time weekend work performing private home inspections, and
6 that Perez would be empowered to deny Oppenheimer the ability to perform that
7 private work on his own time. At the time he was interviewed and then hired in
8 2019, Mr. Oppenheimer disclosed his weekend inspection work to ensure that it
9 would not present any conflict with the position. The City Manager and
10 Development Services Director who interviewed him assured him that it would
11 not, and he continued to perform that work occasionally on weekends after being
12 hired. The weekend inspection work did not conflict with or interfere with his
13 city job duties.

14 37. Moreover, Mr. Oppenheimer was and is aware that his direct supervisor,
15 Lizzandro Diaz, provides his personal business card to developers even while on
16 City time.

17 38. On April 24, 2023, Mr. Oppenheimer filed a government claim with the City of
18 Coachella, reflecting the facts and incidents outlined in Paragraphs eight (8)
19 through 31, herein.

20 39. Immediately following this filing, Mr. Oppenheimer once again experienced a
21 noticeable escalation in retaliatory activity toward him, which continues virtually
22 unabated up to today. Perez, Diaz, and even Martin began an all-out campaign
23 against Mr. Oppenheimer, including harassing acts and adverse actions such as:
24 ignoring him while greeting other employees; purposely excluding him from
25 office activities (i.e. co-worker birthday celebrations, office excursion); excluding
26 him from mass communications on which he was previously includes (i.e. SIRF
27 reports); providing him with a false negative performance review; failing to
28 implement his step increase; failing to accommodate his disability restrictions;

1 assigning him to menial, demeaning, and/or unethical tasks; sharing his private
2 health information with other employees; monitoring his standing and sitting
3 activities; reprimanding and humiliating him in front of other employees; and
4 more.

5 40. By all accounts, the City was and is searching for a way to terminate Mr.
6 Oppenheimer and/or force him to resign.

7 41. At times, the retaliation became so intolerable that Mr. Oppenheimer suffered
8 extreme symptoms of anxiety and trauma, leading him to seek and receive
9 medical care. His physician ordered him on disability leave of absence briefly in
10 July and August 2023 due to the impacts.

11 42. On or about July 20, 2023, Mr. Oppenheimer's doctor ordered him on modified
12 duty due to his foot condition, which includes limitations on walking, standing,
13 and climbing. On July 24, 2023, Diaz emailed Mr. Oppenheimer regarding his
14 modifications and the City's purported willingness to accommodate them at work.

15 43. However, Diaz in fact outwardly and intentionally violated Mr. Oppenheimer's
16 work restrictions at every turn, while also increasing his assignment to menial,
17 demeaning tasks. For example, Diaz assigned Mr. Oppenheimer to go through
18 dozens of old building plans, some of which weighed over 20 pounds, lug them
19 around the office, and review them to ensure whether they have been scanned into
20 Laserfiche storage. Diaz further refused to allow Mr. Oppenheimer to use the
21 larger conference room space to review the unwieldy and heavy plan documents,
22 forcing him to uncomfortably and tediously review them in his cramped office
23 space—even though other staff are permitted to use the conference room on an
24 ongoing basis.

25 44. On August 9, 2023, Diaz called Mr. Oppenheimer into his office in an aggressive
26 manner, read Mr. Oppenheimer's entire job description to him, and, in reference
27 to his work restrictions, asked him angrily what part of the job description he has a
28 problem with. Mr. Oppenheimer responded that he did not feel comfortable with

1 the way Diaz was treating him and that he felt he was under a microscope. Diaz
2 responded that he did not care to talk about anything with Mr. Oppenheimer other
3 than his alleged unwillingness to follow his job description. Mr. Oppenheimer
4 feared to discuss the matter any further with Diaz, and asked to have his attorney
5 or a union representative present.

6 45. On August 11, 2023, Mr. Oppenheimer transmitted a letter to the City requesting
7 that it immediately cease and desist retaliation, identifying many of the facts
8 identified in Paragraphs 33 through 38 herein. Nonetheless, the conduct persisted.

9 46. On or about August 24, 2023, a former colleague contacted Mr. Oppenheimer to
10 let him know that the City had been asking questions about him and his overtime
11 work at the City.

12 47. On or about August 28, 2023, Mr. Oppenheimer learned from a City employee
13 that the City director of human resources, Sandy Krause, had requested a report of
14 the GPS from Mr. Oppenheimer's work truck for the last year. The employee told
15 Mr. Oppenheimer that the reports only go back three months, and that he
16 confirmed to Krause that there was nothing in the log out of the norm.

17 48. On September 11, 2023, during a period in which Mr. Oppenheimer's modified
18 work order had expired while he awaited his follow-up appointment, Diaz brought
19 Mr. Oppenheimer into his office and repeatedly questioned him about why he was
20 unable to return to unrestricted work duties. Diaz asked the same questions
21 several times, in a very condescending and accusatory fashion, while Mr.
22 Oppenheimer repeatedly explained that his next doctor appointment was three
23 days later, which was the soonest available, and that the modified duty should still
24 apply because he was not physically able to work without restrictions. Diaz took
25 notes, then asked Mr. Oppenheimer to leave the office.

26 49. On September 19, 2023, Krause and Diaz convened a purported meeting
27 purported to discuss Mr. Oppenheimer's restrictions, which had been updated by a
28 doctor's order of September 14, 2023 to require sedentary duties. In that meeting,

1 Krause interrogated Mr. Oppenheimer about what he does at home and how he
2 personally implements the sedentary work restriction at home. Krause also
3 repeatedly assured Mr. Oppenheimer that his restrictions will be accommodated.
4 Krause documented the meeting on September 20, 2023 in a purported summary
5 which misrepresented key facts, including a reference to Diaz's aggressive August
6 9 meeting with Mr. Oppenheimer as a similar interactive process meeting.

7 50. Mr. Oppenheimer subsequently wrote an email to Krause, clarifying his
8 experience of the August 9 meeting. This communication constituted a report or
9 complaint of workplace discrimination. In response, Kraus apparently met with
10 Diaz to extensively document his contentions regarding the August 9 meeting,
11 then reported to Mr. Oppenheimer her adoption of Diaz's contentions as facts on
12 October 11, 2023, once again disregarding and discrediting his report without any
13 further investigation.

14 51. On or about October 30, 2023, Diaz called Mr. Oppenheimer into his office once
15 again to present him with a series of pretextual criticisms, indicating that Diaz
16 continued to look for any reason to isolate, discipline, and/or terminate Mr.
17 Oppenheimer. The meeting moreover revealed that Diaz had been stalking Mr.
18 Oppenheimer's whereabouts via his city vehicle GPS (and finding no violations in
19 so doing), even while Mr. Oppenheimer was on COVID19 sick leave.

20 52. On November 1, 2023, Mr. Oppenheimer stepped outside for a phone appointment
21 from his medical provider. When he returned to his desk, Diaz confronted and
22 scolded him, saying that he did not want to see him standing or walking during
23 work hours. Even after Mr. Oppenheimer explained that he was on a call with his
24 doctor, Diaz continued to scold him for standing and walking, in preposterous
25 reference to Mr. Oppenheimer's sedentary work restriction.

26 53. Additionally, upon information and belief, Diaz on multiple occasions spoke to
27 other City employees about Mr. Oppenheimer's doctor-ordered work restrictions
28 and private medical information, even to those employees who had no need to

1 know, and told employees in an aggressive and insulting way that Mr.
2 Oppenheimer was not allowed to be seen standing, walking, or otherwise
3 anywhere outside his seated work area.

4 54.Mr. Oppenheimer is informed and believes and thereon alleges that, on currently
5 unknown dates within one year prior to the filing of this Third Amended
6 Complaint, Defendant Lizzandro Diaz (Diaz) has made false verbal and written
7 statements that Mr. Oppenheimer is permanently disabled and that Mr.
8 Oppenheimer will never be able to return to his position and/or career. Upon
9 information and belief, Defendant Diaz has communicated such false information
10 to at least one, and possibly multiple, individuals inside and/or outside of the City
11 of Coachella staff.

12 55.Defendants' ongoing retaliation, harassment, discrimination, and defamation
13 toward Mr. Oppenheimer has created substantial emotional and psychological
14 impacts on him, driving him to seek and receive medical care and medication,
15 triggering past trauma, and otherwise causing him substantial distress. Defendants
16 have rendered the environment hostile such that it would be intolerable to a
17 reasonable person, and it is intolerable to Mr. Oppenheimer.

18
19 **FIRST CAUSE OF ACTION**
20 **RETALIATION FOR EXERCISE OF RIGHTS**
21 **Violation of Cal. Lab. Code § 1102.5(b), (d)**
22 **Against Defendant City of Coachella and DOES 1 through 10, Inclusive**

23 56.Plaintiff incorporates herein each and every allegation contained in the above
24 paragraphs, as if alleged fully herein.

25 57.California law prohibits employers and persons acting on behalf of employers
26 from retaliating against an employee who has disclosed information that the
27 employee had reasonable cause to believe constitutes a violation of the law.

28 58.Defendants' ongoing conduct toward Mr. Oppenheimer, as described herein,
constitutes retaliation for exercise of these rights, in violation of California Labor

1 Code section 1102.5(b) and/or 1102.5(d). Defendants' conduct was undertaken
2 for the purpose and intent of retaliating against Plaintiff for his exercise of legally-
3 protected rights.

4 59. As a direct, foreseeable, and proximate result of Defendants' wrongful acts,
5 Plaintiff has suffered special and general damages in an amount exceeding this
6 court's minimum jurisdiction, to be determined according to proof at the time of
7 trial. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

8 60. Plaintiff is additionally entitled to and seeks injunctive relief, declaratory relief,
9 and attorney's fees as provided by law.

10
11 **SECOND CAUSE OF ACTION**
12 **POLITICAL ACTIVITIES RETALIATION**
13 **Violation of Cal. Govt. Code §§ 3203, 3204**
14 **Against Defendant City of Coachella and DOES 1 through 10, Inclusive**

15 61. Plaintiff incorporates herein each and every allegation contained in the above
16 paragraphs, as if alleged fully herein.

17 62. California law prohibits the placement of restriction on the personal political
18 activities of any officer or employee of a state or local agency.

19 63. California law moreover prohibits any person seeking election to office in a state
20 or local agency from directly or indirectly using authority or influence to obstruct
21 or prevent any individual employee of that agency from securing any position,
22 promotion, or change in position within the agency, on the condition that the
23 individual should support or not support any candidate. The use of authority or
24 influence prohibited by law includes the urging or discouraging of the individual
25 employee's action.

26 64. Defendants' acts as described herein constitute restriction(s) on Plaintiff's
27 political activities and retaliation for those activities, as prohibited by California
28 law.

1 65. As a direct, foreseeable, and proximate result of Defendants' wrongful acts,
2 Plaintiff has suffered special and general damages in an amount exceeding this
3 court's minimum jurisdiction, to be determined according to proof at the time of
4 trial. Defendants' conduct was a substantial factor in causing Plaintiff's harm.
5 66. Plaintiff is additionally entitled to and seeks injunctive relief, declaratory relief,
6 and attorney's fees as provided by law.
7

8 **THIRD CAUSE OF ACTION**
9 **Discrimination Based on Disability**
10 **in Violation of Cal. Gov't Code § 12940(a) *et seq.***
11 **Against Defendant City of Coachella and DOES 1 through 10, Inclusive**

12 67. Plaintiff re-alleges and incorporates each preceding paragraph of this complaint as
13 if fully set forth in this paragraph.
14 68. California law as declared in the Fair Employment and Housing Act prohibits
15 employment discrimination based on an employee's disability or the perception of
16 his disability. Included in the definition of "disability" are certain serious medical
17 conditions.
18 69. Defendant's adverse actions toward Plaintiff, including maltreatment, suspension,
19 and termination of his employment, were motivated by Plaintiff's disabilities or
20 perception of his disabilities and were not supported by any good or just cause, in
21 violation of California Government Code section 12940(a).
22 70. Defendants' acts as herein described were committed maliciously, fraudulently, or
23 oppressively with the intent of injuring Plaintiff, and/or in willful and conscious
24 disregard of Plaintiff's rights to work in an environment free from unlawful
25 discrimination.
26 71. As a direct, foreseeable, and proximate result of Defendants' wrongful acts,
27 Plaintiff suffered special and general damages in an amount in excess of the
28

1 minimum jurisdiction of this court, to be determined according to proof at the time
2 of trial.

3 72. Defendants' acts further entitle Plaintiff to a permanent injunction enjoining the
4 Defendants from failing to provide a workplace free from discrimination based on
5 disability.

6 73. Plaintiff requests attorney fee and costs against Defendants pursuant to California
7 Government Code section 12965(b).
8

9 **FOURTH CAUSE OF ACTION**

10 **Failure to Engage in Good Faith Interactive Process**
11 **in Violation of Cal. Gov't. Code § 12940 et seq.**

12 **Against Defendant City of Coachella and DOES 1 through 10, Inclusive**

13 74. Plaintiff re-alleges and incorporates each preceding paragraph of this complaint as
14 if fully set forth in this paragraph.

15 75. Defendants were aware of Plaintiff's disabilities and/or perceived the disabilities,
16 yet failed to engage in a good faith, interactive process with Plaintiff to determine
17 effective reasonable accommodations for his disabilities during his employment, in
18 violation of California Government Code section 12940(n).

19 76. Defendants' acts as herein described were committed maliciously, fraudulently, or
20 oppressively with the intent of injuring Plaintiff, and/or in willful and conscious
21 disregard of Plaintiff's rights to work in an environment free from unlawful
22 discrimination.

23 77. As a direct, foreseeable, and proximate result of Defendants' wrongful acts,
24 Plaintiff has suffered special and general damages in an amount exceeding this
25 court's minimum jurisdiction, to be determined according to proof at the time of
26 trial.
27
28

1 78. Defendants' acts further entitle Plaintiff to a permanent injunction enjoining the
2 Defendants from failing to provide a workplace free from discrimination based on
3 disability.

4 79. Plaintiff requests attorney fees and costs against Defendants pursuant to California
5 Government Code section 12965(b).
6

7
8 **FIFTH CAUSE OF ACTION**
9 **Failure to Accommodate Disability**
10 **in Violation of Cal. Gov't. Code § 12940(m)**
11 **Against Defendant City of Coachella and DOES 1 through 10, Inclusive**

12 80. Plaintiff re-alleges and incorporates each preceding paragraph of this complaint as
13 if fully set forth in this paragraph.

14 81. Defendants were aware of Plaintiff's disabilities and/or perceived the disabilities,
15 yet wrongfully and without good cause or justification denied reasonable
16 accommodations that complied with his doctor-ordered restrictions, or alternatively
17 short amounts of time off work to recuperate, all in violation of California
18 Government Code section 12940(m).

19 82. Defendants' acts as herein described were committed maliciously, fraudulently, or
20 oppressively with the intent of injuring Plaintiff, and/or in willful and conscious
21 disregard of Plaintiff's rights to work in an environment free from unlawful
22 discrimination.

23 83. As a direct, foreseeable, and proximate result of Defendants' wrongful acts,
24 Plaintiff has suffered special and general damages in an amount exceeding this
25 court's minimum jurisdiction, to be determined according to proof at the time of
26 trial.
27
28

1 84. Defendants' acts further entitle Plaintiff to a permanent injunction enjoining the
2 Defendants from failing to provide a workplace free from discrimination based on
3 disability.

4 85. Plaintiff requests attorney fees and costs against Defendants pursuant to California
5 Government Code section 12965(b).
6

7
8 **SIXTH CAUSE OF ACTION**
9 **Retaliation for Requesting Reasonable Accommodations**
10 **in Violation of Cal. Gov't. Code § 12940(m)**
11 **Against Defendant City of Coachella and DOES 1 through 10, Inclusive**

12 86. Plaintiff re-alleges and incorporates each preceding paragraph of this complaint as
13 if fully set forth in this paragraph.

14 87. Defendants were aware of Plaintiff's disabilities and/or perceived the disabilities,
15 and were also aware of his requests for reasonable accommodations in the form of
16 lighter work duties that complied with his doctor-ordered work restrictions, or
17 alternatively short amounts of time off work to recuperate. In retaliation for
18 Plaintiff's requests for reasonable accommodations, Defendants engaged in
19 increasingly retaliatory behavior toward him, which included the creation and
20 maintenance of a hostile environment, isolation, unjustified criticism and
21 reprimand, surveillance, disclosure of his private medical information, and more,
22 all in violation of California Government Code section 12940(m).

23 88. Defendants' acts as herein described were committed maliciously, fraudulently, or
24 oppressively with the intent of injuring Plaintiff, and/or in willful and conscious
25 disregard of Plaintiff's rights to work in an environment free from unlawful
26 discrimination.

27 89. As a direct, foreseeable, and proximate result of Defendants' wrongful acts,
28 Plaintiff has suffered special and general damages in an amount exceeding this

1 court's minimum jurisdiction, to be determined according to proof at the time of
2 trial.

3 90. Defendants' acts further entitle Plaintiff to a permanent injunction enjoining the
4 Defendants from failing to provide a workplace free from retaliation.

5 91. Plaintiff requests attorney fees and costs against Defendants pursuant to California
6 Government Code section 12965(b).
7

8
9 **SEVENTH CAUSE OF ACTION**
10 **Retaliation for Opposition to Discrimination and Harassment**
11 **In Violation of Cal. Gov't. Code § 12940(h)**
12 **Against Defendant City of Coachella and DOES 1 through 10, Inclusive**

13 92. Plaintiff re-alleges and incorporates by reference each preceding paragraph of this
14 complaint as if fully set forth in this paragraph.

15 93. Defendants, by the acts and omissions alleged above, retaliated against Plaintiff
16 due to his opposition to discrimination in the workplace by, among other things,
17 creating and maintaining a hostile environment, isolating him, unjustifiably
18 criticizing and reprimanding him, surveilling him, disclosing his private medical
19 information, and more, all in violation of Cal. Gov't Code § 12940(h).

20 94. As a direct, foreseeable, and proximate result of Defendants' wrongful acts,
21 Plaintiff has suffered special and general damages in an amount exceeding this
22 court's minimum jurisdiction, to be determined according to proof at the time of
23 trial.

24 95. Defendants' acts as herein described were committed maliciously, fraudulently, or
25 oppressively with the intent of injuring Plaintiff, and/or in willful and conscious
26 disregard of Plaintiff's rights to work in an environment free from unlawful
27 discrimination.
28

1 96. Defendants' acts further entitle Plaintiff to a permanent injunction enjoining the
2 Defendants from failing to provide a workplace free from retaliation,
3 discrimination, and harassment.

4 97. Plaintiff requests attorney fees and costs against Defendants pursuant to California
5 Government Code section 12965(b).
6

7
8 **EIGHTH CAUSE OF ACTION**
9 **Failure to Prevent Discrimination**
10 **in Violation of Cal. Gov't. Code § 12940(k)**
11 **Against Defendant City of Coachella and DOES 1 through 10, Inclusive**

12 98. Plaintiff re-alleges and incorporates each preceding paragraph of this complaint as
13 if fully set forth in this paragraph.

14 99. During the course of Defendants' employment of Plaintiff, Defendants failed to
15 prevent discrimination toward Plaintiff on the basis of his disability or disabilities,
16 in violation of California Government Code section 12940(k).

17 100. As a direct, foreseeable, and proximate result of Defendants' wrongful acts,
18 Plaintiff has suffered special and general damages in an amount exceeding this
19 court's minimum jurisdiction, to be determined according to proof at the time of
20 trial.

21 101. Defendants' acts as herein described were committed maliciously,
22 fraudulently, or oppressively with the intent of injuring Plaintiff, and/or in willful
23 and conscious disregard of Plaintiff's rights to work in an environment free from
24 unlawful discrimination.

25 102. Defendants' acts entitle Plaintiff to a permanent injunction enjoining the
26 Defendants from failing to prevent discrimination in the workplace.

27 103. Plaintiff requests attorney fees and costs against Defendants pursuant to
28 California Government Code section 12965(b)

NINTH CAUSE OF ACTION

Harassment

In Violation of Cal. Gov. Code §§ 12923, 12940(j)

Against All Defendants

1
2
3
4
5 104. Plaintiff re-alleges and incorporates hereby by reference each and every
6 preceding paragraph as though fully set forth herein.

7 105. In perpetrating the above-described acts, Defendants engaged in a pattern
8 and practice of unlawful harassment based on Plaintiff's disability(ies) and/or the
9 perception of his disability(ies). More specifically, Defendants' unlawfully
10 harassing conduct includes but is not limited to: isolation, assignment of menial,
11 undesirable, and/or increasingly difficult tasks; unjustified criticism and reprimand;
12 unjustified and unfounded negative performance evaluation; surveillance; ridicule
13 and aggression; publication of private information; and more

14 106. This harassment was sufficiently pervasive or severe as to alter the
15 conditions of employment and create a hostile or abusive work environment. A
16 reasonable person in the same circumstances would have considered the work
17 environment to be hostile or abusive. Plaintiff considered the work environment to
18 be hostile or severe.

19 107. Defendants, including Plaintiff's supervisors, participated, engaged, or
20 assisted in such unlawful harassing conduct; Defendants were further aware of the
21 conduct and took no option to prevent, remedy, or stop it.

22 108. As a direct and proximate result of Defendants' conduct as described herein,
23 Plaintiff has suffered mental and emotional distress, and other foreseeable
24 damages.

25 109. Defendants' acts further entitle Plaintiff to a permanent injunction enjoining
26 the Defendants from failing to provide a workplace free from unlawful harassment.
27
28

1 110. Plaintiff requests attorney fees and costs against Defendants pursuant to
2 California Government Code section 12965(b).

3
4 **TENTH CAUSE OF ACTION**
5 **Failure to Pay Overtime Wages**
6 **Violation of the Fair Labor Standards Act**
7 **Against Defendant City of Coachella and DOES 1 through 10, Inclusive**

8 111. Plaintiff re-alleges and incorporates by reference each preceding paragraph
9 of this complaint as if fully set forth herein.

10 112. At all times mentioned herein, pursuant to the Fair Labor Standards Act,
11 Defendants were obligated to pay their employees, including Plaintiff, at one and
12 one-half times the regular rate of pay for all hours worked beyond 40 in a week or
13 eight (8) in a day. The regular rate of pay includes all remuneration from
14 employment paid to, or on behalf of, the employee.

15 113. At times mentioned herein, Defendants suffered or permitted Plaintiff to
16 work more than eight (8) hours per day, more than 40 hours per week, without any
17 overtime premium compensation for those hours worked.

18 114. Defendants' failure to pay Plaintiff for hours worked, at any rate, violates 29
19 U.S.C. ¶ 207.

20 115. Defendants' practice of requiring substantial overtime work from Plaintiff
21 and not paying him at all for such work—even after Plaintiff's internal reports of
22 non-payment—demonstrates bad faith intentional disregard of the law. Defendants
23 and their agents knew or should have known of their obligations to pay Plaintiff
24 overtime at one and one-half his regular rate of pay for all hours worked in excess
25 of the applicable maximum weekly hours established by section 207 of the FLSA.
26
27
28

1 116. Defendants failed to pay required compensation to Plaintiff directly and
2 proximately caused Plaintiff to be deprived of his rightfully earned wages for all
3 time worked.

4 117. Defendants' violations herein occurred due to bad faith and with no
5 reasonable grounds, and are willful and reckless violations of the FLSA.

6 118. Plaintiff is entitled to and seeks restitution of unpaid wages, liquidated
7 (double) damages, and prejudgment interest on unpaid amounts, as well as
8 injunctive and declaratory relief.

9 119. Plaintiff has incurred and will continue to incur attorneys' fees in the
10 prosecution of this action and therefore is entitled to and demands reasonable
11 attorneys' fees and costs pursuant to 29 U.S.C. § 216(b).
12

13
14 **ELEVENTH CAUSE OF ACTION**
15 **Violation of Right to Privacy**
16 **Against All Defendants**

17 120. Plaintiff incorporates by reference and re-alleges herein all preceding
18 paragraphs of this complaint as if fully set forth herein.

19 121. Pursuant to the protections of applicable law, Plaintiff at all times was and is
20 entitled to and had a reasonable expectation of privacy in his personal health and
21 medical information.

22 122. Defendants by the acts described herein intentionally intruded into and/or
23 disclosed Plaintiff's personal health and medical information.

24 123. Defendants' intrusion would be highly offensive to a reasonable person and
25 Plaintiff considered it to be highly offensive.

26 124. As a direct, foreseeable, and proximate result of Defendant's wrongful acts,
27 Plaintiff has suffered emotional distress resulting in general damages in an amount
28 exceeding this court's minimum jurisdiction, to be determined according to proof

1 at the time of trial. Defendants' conduct was a substantial factor in causing
2 Plaintiff's harm.

3
4 **TWELFTH CAUSE OF ACTION**
5 **Defamation**
6 **in Violation of Cal. Civ. Code §§ 45, 46**
7 **Against Defendant Lizzandro Diaz**

8 125. Plaintiff realleges and incorporates hereby by reference each and every
9 preceding paragraph as though fully set forth herein.

10 126. By the acts described herein, Defendant Lizzandro Diaz knowingly made
11 false and damaging statements about Plaintiff, internally and externally to City of
12 Coachella staff, the community, and other third parties. Defendant Diaz, as well as
13 the recipients of his false statements, republished the false statements internally
14 and externally. Defendant moreover coerced self-publication of false statements
15 by Plaintiff.

16 127. The false and damaging statements described herein were unprivileged oral
17 and written communications tending directly to injure Plaintiff and his personal,
18 business, and professional reputation and also to expose him to hatred, contempt,
19 ridicule, shame, and/or discourage others from associating with Plaintiff. These
20 false statements constituted violations of Civil Code §§ 45 and 46.

21 128. Defendant Diaz reasonably understood the statements were false and were
22 about Plaintiff.

23 129. As a direct and proximate result, Plaintiff was harmed; he has been
24 humiliated, suffered emotional pain and distress, mental anguish, loss of enjoyment
25 of life and economic damages.

26 130. Plaintiff seeks compensatory damages in an amount to be proven at trial, but
27 in an amount no less than the jurisdictional minimum. Pursuant to Civil Code §
28 3294, Plaintiff seeks exemplary damages against Defendant for his intentional

malicious, oppressive, fraudulent conduct in disregard of Plaintiff's rights.

PRAYER FOR RELIEF

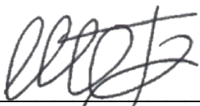
Plaintiff requests judgment, as follows:

- A. General damages in a sum according to proof, in excess of the minimum jurisdiction of this Court;
- B. Special damages in a sum according to proof;
- C. Restitution of unpaid wages and overtime premiums and interest thereon;
- D. Liquidated damages;
- E. Injunctive relief prohibiting Defendants from continuing to violate the law;
- F. Declaratory relief;
- G. Attorney fees and costs;
- H. Any other damages as allowed by law, or statutes not set out above, and such further relief as the Court deems just and proper at conclusion of trial.

DEMAND FOR TRIAL BY JURY

Plaintiff CHRIS OPPENHEIMER hereby demands a trial by jury.

Date: April 10, 2024

By: 

 Megan Beaman
 Curtis Davis
 Attorneys for Plaintiff Chris Oppenheimer