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eMendocino

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ENDORSED-FILED

APR 14 2017

CLERK OF MENDOCINO COUNTY
SUPERIOR COURT OF CALIFORNIA

JOHN LOZANO

13 **SUPERIOR COURT OF CALIFORNIA**
14 **IN AND FOR THE COUNTY OF MENDOCINO**

15 AMANDA CARLEY, a person,
16
17 Plaintiff,

18 v.

19 COUNTY OF MENDOCINO, a government
20 entity; MENDOCINO COUNTY DISTRICT
21 ATTORNEY'S OFFICE, a government entity;
22 MENDOCINO COUNTY PROBATION
23 DEPARTMENT, a government entity; DAVID
24 EYSTER, a person; ALBERT GANTER, a
25 person; NOBLE WAIDELICH, a person; and
26 DOES 1 through 20, inclusive.

27 Defendants.

CASE NO.:

[Unlimited Civil Case]

**COMPLAINT & DEMAND FOR JURY
TRIAL**

28 **I.**

PARTIES TO THE ACTION

1. Plaintiff AMANDA CARLEY was, at all times relevant to this action, an adult person residing in the State of California. Plaintiff is hereinafter referred to by name, or as "Plaintiff."

2. Defendant COUNTY OF MENDOCINO is a municipal entity organized in accordance with the laws of the State of California, and situated in the geographic bounds of the



1 State of California and County of Mendocino. Said Defendant is hereinafter referred to either by
2 name, or as "Defendant," or as "Defendants."

3 3. Defendant MENDOCINO COUNTY DISTRICT ATTORNEY'S OFFICE is a
4 municipal entity organized in accordance with the laws of the State of California, and operates
5 within the geographic bounds of the State of California and County of Mendocino. Said Defendant
6 is hereinafter referred to either by name, or as "DISTRICT ATTORNEY," or as "Defendant," or as
7 "Defendants."

8 4. Defendant MENDOCINO COUNTY PROBATION DEPARTMENT is a municipal
9 entity organized in accordance with the laws of the State of California, and operates within the
10 geographic bounds of the State of California and County of Mendocino. Said Defendant is
11 hereinafter referred to either by name, or as "PROBATION DEPARTMENT," or as "Defendant,"
12 or as "Defendants."

13 5. Defendant DAVID EYSTER was, at all times relevant to this action, an adult person
14 residing in Mendocino County, California, and employed as the District Attorney for the County of
15 Mendocino by Defendants COUNTY OF MENDOCINO and MENDOCINO COUNTY
16 DISTRICT ATTORNEY'S OFFICE. Said Defendant is hereinafter referred to either as
17 "EYSTER," or as "Defendant," or as "Defendants."

18 6. Defendant ALBERT GANTER was, at all times relevant to this action, an adult
19 person residing in Mendocino County, California and employed as the Chief Probation Officer of
20 the County of Mendocino, employed by Defendants COUNTY OF MENDOCINO and
21 MENDOCINO COUNTY PROBATION DEPARTMENT. Said Defendant is hereinafter referred
22 to either as "GANTER," or as "Defendant," or as "Defendants."

23 7. Defendant NOBLE WAIDELICH was, at all times relevant to this action, an adult
24 person residing in Mendocino County, California. Said Defendant is hereinafter referred to either
25 as "WAIDELICH", or as "Defendant," or as "Defendants."

26 8. Plaintiff is ignorant of the true names and capacities of certain Defendants, and for
27 that reason has sued these Defendants by designating them as DOES 1 through 20. Plaintiff is
28 informed and believes, and on that basis alleges, that each of the Defendants identified in this



1 manner is in some way liable and legally responsible for the damages and injuries set forth in this
2 Complaint. Plaintiff will seek leave of the Court to amend this Complaint to identify these
3 Defendants when their identities are ascertained. DOES 1 through 20 are hereinafter referred to
4 either as "Defendant" or as "Defendants."

5 9. Defendants COUNTY OF MENDOCINO, MENDOCINO DISTRICT
6 ATTORNEY'S OFFICE, MENDOCINO COUNTY PROBATION DEPARTMENT, DAVID
7 EYSTER, ALBERT GANTER, NOBLE WAIDELICH and DOES 1 through 20 are hereinafter
8 collectively referred to by name, or as "Defendant," or as "Defendants." To the extent that this
9 Complaint alleges wrongdoing against "Defendant" or "Defendants," it is referring not only to each
10 of the named Defendants but also to those unknown Defendants whose identities may at some later
11 date become known to Plaintiff.

12 10. In doing the things alleged in this Complaint, Defendants, and each of them, acted as
13 the agents, servants, employees and alter-egos of their Co-Defendants. Defendants, and each of
14 them, acted within the course and scope of their agency and employment, and acted with
15 knowledge, consent and approval of their Co-Defendants, and each Co-Defendant ratified the
16 conduct of each of the other Defendants.

17 **II.**

18 **JURISDICTION AND VENUE**

19 11. This Court has jurisdiction over all causes of action asserted in this Complaint
20 pursuant to the *California Constitution*, Article VI, § 10, because this case is a cause not assigned
21 by statute to other trial courts.

22 12. This Court has jurisdiction over each Defendant named in this Complaint because
23 each Defendant is an individual or entity who is either domiciled in California or has sufficient
24 minimum contacts with California so as to render the exercise of jurisdiction by the California
25 courts permissible under traditional notions of fair play and substantial justice.

26 13. Venue is proper in this Court in accordance with *California Code of Civil*
27 *Procedure* § 395 (a), because the injuries complained of in this Complaint were injuries to a
28 person or persons arising from a wrongful act, and because said injuries occurred either entirely or



1 substantially in this County, and because the Defendants reside in said County.

2 14. The relief sought by the Plaintiff is within the jurisdictional limits of the Court.

3 15. Plaintiff has complied with all relevant claim filing requirements by (among other
4 things) exhausting all applicable administrative remedies and submitting a timely government
5 claim or complaint to the State of California or its appropriate sub-division, and has filed this suit
6 within the applicable time period following formal written rejection of her claim.

7 **III.**

8 **CAUSES OF ACTION**

9 **FIRST CAUSE OF ACTION**

10 **VIOLATION OF CALIFORNIA CONSTITUTIONAL RIGHTS**

11 **Cal. Civil Code §§ 52 & 52, Cal. Constitution, Art. I, Sections 3, 7, 28 & 31**

12 **& Cal. Penal Code §§ 243 (e)(1) & 273.5**

13 **[By Plaintiff Against Defendants County of Mendocino, District Attorney, Probation**

14 **Department, David Eyster, Albert Ganter, and Does 1 through 20]**

15 16. Plaintiff incorporates the allegations asserted in all preceding paragraphs of this
16 Complaint as though fully set forth in this First Cause of Action.

17 17. Plaintiff was, until approximately August of the year 2016, a Probation Officer
18 employed by Defendant PROBATION DEPARTMENT. After Plaintiff repeatedly suffered
19 physical and psychological injury at the hands of her fiancée— WAIDELICH, who was also a City
20 of Ukiah Police Officer— Plaintiff's daughter, Madisyn, reported the injury and the crime or crimes
21 that gave rise to it to local authorities. Reluctant at first to reveal the truth due, in part, to fear of the
22 repercussions of lodging a complaint against a police officer, Plaintiff downplayed the injury and
23 the underlying crimes. Nevertheless, she was informed by a Mendocino County Sheriff's Office
24 investigator that he believed she was withholding the complete story and advised her to come
25 forward in the future when she was ready to talk. Plaintiff eventually separated herself from
26 WAIDELICH and the abuse and reported the full account of what happened— that is, that
27 WAIDELICH had committed a series of batteries against her and subjected her to physical,
28 emotional and financial abuse, in violation of *California Penal Code §§ 243(e)(1) and 273.5,*



1 among other laws of the State of California.

2 18. After Plaintiff came forward to give a full account of what had happened to her, it
3 was she, not her abuser, who was investigated by officials employed by Defendant MENDOCINO
4 COUNTY. As noted, the County Sheriff's Office investigator had previously concluded that
5 Plaintiff had not been entirely forthcoming about what had happened to her — that is, that she had
6 not initially revealed the full extent of the harm she suffered at WAIDELICH'S hands. This, in
7 turn, was the basis for her employer's decision to investigate her for deceit. The investigation
8 concluded with the issuance of a formal reprimand to Plaintiff for lying and bringing "discredit to
9 the County." Her employer also reassigned her to lesser duties (or demoted her), denied her
10 opportunities to represent the PROBATION DEPARTMENT in Court proceedings, and confiscated
11 her of her County-issued duty weapon. The confiscation of her duty weapon was intended as a
12 humiliation, and as a way of placing a heavy emotional strain on Plaintiff, who was expected to
13 perform dangerous work supervising violent probationers, including male sexual offenders, without
14 the means to protect herself and others. Moreover, the confiscation of her duty weapon essentially
15 stood on its head the so-called Lautenberg Amendment to the Gun Control Act of 1968, which
16 requires police officer domestic abusers (not their victims) to lose their right to carry a firearm,
17 even when on duty. When informing Plaintiff of her employer's decision, the Head of the
18 PROBATION DEPARTMENT, Defendant GANTER, advised Plaintiff that she had the option to
19 quit, which is what Defendants expected and hoped she would do.

20 19. Ironically, the "lies" which Defendants concluded Plaintiff told, and for which she
21 was formally reprimanded, were statements Plaintiff made when she was still unwilling to disclose
22 the truth of the battery against her committed by Defendant WAIDELICH. What is ironic is that
23 she was being punished for not telling the truth that Defendant WAIDELICH victimized her, which
24 implies that Defendants knew the truth, and believed the truth to be, that Defendant WAIDELICH
25 repeatedly abused and battered Plaintiff.

26 20. Plaintiff initiated an Administrative Review process regarding her employer's
27 decision to reprimand her, confiscate her duty weapon, deny her opportunities to represent the
28 employer in court proceedings, among other things. Throughout that process, she requested



1 production of various documents relating to the public business and to her employment. These
2 requests were denied, in violation, in part, of Article I, Section 3 (b)(1) and Article I, Section 7 (a)
3 of the *California Constitution*, among other laws of the State of California.

4 21. The acts and omissions by the Defendants were typical of police agencies when
5 faced with allegations that a peace officer was guilty of a crime. They were, in part, a way of
6 managing and avoiding the negative fall-out or consequences that would occur in the event a police
7 officer who was or had been a key witness in many criminal matters was publicly accused of and
8 found to have committed crimes. Specifically, Defendants were concerned that if Defendant
9 WAIDELICH was determined to have committed domestic violence, the many cases in which he
10 had been a key witness for the prosecution would be compromised. Defendants' acts and omissions
11 were also a retaliatory response to Plaintiff for reporting the criminal conduct of a police officer,
12 and for the purpose of thwarting her ability to obtain justice via petitions for redress of grievance
13 and litigation— rights which are common to the people of the State and set forth in the California
14 Constitution and statutes, as well as in the United States Constitution, and which are, in part,
15 designed to limit the ability of government and its agents to abuse the people to whom government
16 owes its existence and for whose benefit it was originally conceived.

17 22. The Defendants' acts and omission also intentionally targeted Plaintiff due to her
18 sex: her male assailant was preferred over her and her daughter, who also had been exposed to
19 violence; and she (not he) was denied her duty weapon even as she was required to supervise and
20 maintain control over potentially violent probationers, including male sexual offenders. The denial
21 of a duty weapon tended to place her at unfair physical advantage to many men who might assault
22 her while she was engaged in her work as a probation officer, and was intended to effect this
23 particular end. It had the effect not only of causing injury to her, but also of impairing her ability to
24 perform the business of the People of the State of California and County of Mendocino. These
25 duties she had sworn an oath to perform to the best of her ability, in conformity with the laws of the
26 State and the Constitutions of California and the United States. In short, she was being denied her
27 ability to fulfill both her contractual duties and her Constitutional oaths.

28 ///



1 23. Eventually, Defendant GANTER was forced out of his job by the Superior Court of
2 California sitting in the County of Mendocino. Following GANTER's termination, Plaintiff was
3 partially restored to her former position, but was not reissued her firearm. Unable to do her job,
4 humiliated by the sustained mistreatment by her employer, and subject to false accusations that she
5 invented the claim of abuse by a police officer, Plaintiff's continued work in the job environment
6 became impossible, hence she had no choice but to resign her position. Plaintiff's resignation
7 amounted to a constructive termination in violation of the fundamental or substantial public policies
8 of: (a) encouraging reporting of crime, particularly domestic violence; (b) protecting victims of
9 crime during all stages of the criminal process (*Cal. Constitution*, Article I, Section 28); (c)
10 protecting the right to petition the government for redress of grievances, including the right to seek
11 justice as a victim of crime (*Cal. Constitution*, Article I, Section 3 (a)); and (d) ensuring that males
12 and females are treated fairly and equally in the workplace (*Cal. Constitution*, Article I, Section
13 31).

14 24. The acts and omissions of the Defendants were not discretionary acts. It is in no
15 way within the reasonable exercise of official discretion for the Defendants to have retaliated
16 against the Plaintiff, or to have terminated her employment, or forced her to resign her position, or
17 to have violated numerous public policies for the purpose of impairing her rights and privileges.

18 25. In engaging in the conduct described in this Cause of Action, the individually named
19 Defendants, as well as the DOE Defendants, acted in the course or scope of their employment with
20 the municipal Defendants, COUNTY OF MENDOCINO, MENDOCINO DISTRICT
21 ATTORNEY'S OFFICE, and PROBATION DEPARTMENT, and their conduct was authorized
22 and/or ratified by said municipal Defendants.

23 26. Defendants' conduct was malicious, and designed to cause harm to Plaintiff, thereby
24 rightfully subjecting the Defendants to the imposition of exemplary or punitive damages, to both
25 punish past conduct and deter a repeat of the same.

26 27. Because Plaintiff is an individual whose exercise and enjoyment of rights secured by
27 the Constitution and laws of the United States, and rights secured by the Constitution and laws of
28 the State of California, have been interfered with, or attempted to be interfered with, she is entitled



1 to bring this cause of action pursuant to *California Civil Code* § 52.1 (b) and seek appropriate
2 remedies, including but not limited to those set forth in Section 52 of said *Code*.

3 28. As a proximate result of the Defendants' wrongful acts and omissions, Plaintiff
4 suffered economic and emotional injury, and is entitled to recover actual, general and punitive
5 damages, and civil penalties, in accordance with the laws of this State, as well as actual, treble and
6 liquidated damages and attorneys' fees, in accordance with *California Civil Code* § 52.

7 **SECOND CAUSE OF ACTION**

8 **TERMINATION IN VIOLATION OF PUBLIC POLICY**

9 **[By Plaintiff Against Defendants County of Mendocino, Probation Department,**

10 **Albert Ganter and Does 1 through 20]**

11 29. Plaintiff incorporates the allegations asserted in all preceding paragraphs
12 (particularly Paragraphs 16 through 24) of this Complaint as though fully set forth in this Second
13 Cause of Action.

14 30. Following GANTER's termination, as described above, Plaintiff was partially
15 restored to her former position, but was not reissued her firearm. Unable to do her job, humiliated
16 by the sustained mistreatment by her employer, and subject to accusations that she invented the
17 claim of abuse by a police officer, Plaintiff's continued work in the job environment became
18 impossible, hence she had no choice but to resign her position. Plaintiff's resignation amounted to
19 a constructive termination in violation of the fundamental or substantial public policies of: (a)
20 encouraging reporting of crime, particularly domestic violence; (b) protecting victims of crime
21 during all stages of the criminal process (*Cal. Constitution*, Article I, Section 28); (c) protecting the
22 right to petition the government for redress of grievances, including the right to seek justice as a
23 victim of crime (*Cal. Constitution*, Article I, Section 3 (a); and (d) ensuring that males and females
24 are treated fairly and equally in the workplace (*Cal. Constitution*, Article I, Section 31).

25 31. In engaging in the conduct described in this Cause of Action, and in the previous
26 paragraphs of this Complaint, the individually named Defendants, as well as the DOE Defendants,
27 acted in the course or scope of their employment with and by the municipal Defendants, COUNTY
28 OF MENDOCINO, DISTRICT ATTORNEY, and PROBATION DEPARTMENT, and their



1 conduct was authorized and/or ratified by said municipal Defendants.

2 32. Defendants' acts and omissions were malicious, and designed to cause harm to
3 Plaintiff, thereby rightfully subjecting the Defendants to the imposition of exemplary or punitive
4 damages, to both punish past conduct and deter a repeat of the same.

5 33. As a proximate result of the Defendants' wrongful acts and omissions, Plaintiff
6 suffered economic, emotional injury and other harm, and is therefore entitled to recover actual,
7 general and punitive damages.

8 **THIRD CAUSE OF ACTION**

9 **HOSTILE WORK ENVIRONMENT HARASSMENT**

10 **Cal. Gov. Code § 12940 (j)**

11 **[By Plaintiff Against Defendants County of Mendocino, District Attorney,**
12 **Probation Department, Albert Ganter, David Eyster and Does 1 through 20]**

13 34. Plaintiff incorporates the allegations asserted in all preceding paragraphs
14 (particularly Paragraphs 16 through 24) of this Complaint as though fully set forth in this Third
15 Cause of Action.

16 35. In concert and cooperation with the County Sheriff's Department and the Probation
17 Department, another County Agency engaged in acts designed to harass Plaintiff and create a
18 hostile work environment due to her complaint against a peace officer employed in the County of
19 Mendocino. Defendant EYSTER, who headed the MENDOCINO DISTRICT ATTORNEY'S
20 OFFICE, in fact had insisted that Defendant GANTER confiscate Plaintiff's duty weapon, and
21 adopted a policy of disqualifying her from handling cases in the Superior Court by instructing his
22 deputies to make a so-called Brady Disclosure. The information to be disclosed was a blight on
23 Plaintiff's credibility, due to her original hesitation to make a domestic violence complaint against
24 her attacker, and "proof" of her "deceit" in the form of the subsequent complaint. Ordinarily, it is
25 the Defense in criminal matters that introduces Brady objections to law enforcement officers, not
26 the Prosecution. Mr. EYSTER'S action, in concert with those of Defendant GANTER and other
27 Defendants, is, thus, remarkable (to say the least). As a result of the adoption of this policy,
28 Plaintiff was embarrassed, stifled in the performance of her duties, humiliated to all Court



1 personnel, and then denied any role by her employer in representing her employer in Court
2 proceedings.

3 36. These acts and omissions by the Defendants were not atypical of police and law
4 enforcement agencies when faced with allegations that a peace officer was guilty of a crime. They
5 were, in part, a way of managing and avoiding the negative fall-out that would occur in the event a
6 police officer who was or had been a key witness in many criminal matters was publicly accused of
7 or found to have committed crimes. They were also a retaliatory response to Plaintiff for reporting
8 the criminal conduct of a police officer for the purpose of thwarting her ability to obtain justice via
9 petitions for redress of grievance and litigation.

10 37. The acts and omission of the Defendants also intentionally targeted Plaintiff due to
11 her sex: her male assailant was preferred to her and her daughter; and she (not he) was denied her
12 duty weapon even as she was required to supervise and maintain control over potentially violent
13 probationers, including male sexual offenders.

14 38. Following Defendant GANTER'S termination, Plaintiff was partially restored to her
15 former position, but was not reissued her firearm. Unable to do her job, humiliated by the sustained
16 mistreatment by her employer, and subject to accusations that she invented the claim of abuse by a
17 male police officer, Plaintiff's continued work in the job environment became impossible, hence
18 she had no choice but to resign her position. Plaintiff's resignation amounted to a constructive
19 termination arising from a hostile work environment created by her employers, the Defendants and
20 their agents and employees, for the purpose and with the effect of retaliating against her, and of
21 impairing her well-being on account of her sex. Specifically, she was subject to hostility because
22 she was a female victim of domestic violence who reported a crime against her by a male police
23 officer.

24 39. The hostility of the environment, and the harassment Plaintiff suffered therein, was
25 so widespread, or persistent, that a reasonable woman and a reasonable female victim of domestic
26 violence in the Plaintiff's circumstances would have considered the work environment to be hostile
27 or abusive.

28 ///



1 Ukiah, was Defendant WAIDELICH, who was Plaintiff's fiancée at the time the crime (or crimes)
2 occurred.

3 47. After Plaintiff submitted a report of the crime committed by Defendant
4 WAIDELICH, and because she had filed the report of said crime, Plaintiff's employer, Defendants
5 COUNTY OF MENDOCINO and PROBATION DEPARTMENT, in concert with and in addition
6 to Defendant DISTRICT ATTORNEY, retaliated against her. Defendants' agents and employees,
7 including the chief officers of the latter two Defendants, EYSTER and GANTER, were (among
8 other things) alarmed that a police officer had been accused of the crime of domestic violence
9 against a woman, and were concerned that the accusations, if proven true in Court proceedings,
10 would jeopardize numerous convictions of Criminal Defendants that had been obtained with the
11 assistance and testimony of Defendant WAIDELICH. Defendants were also reflexively protective
12 of police officers for a number of reasons, including the strong affinity of law enforcement agencies
13 for law enforcement agents regardless of the employing agency, and the desire to prevent the
14 erosion of public support for and trust in law enforcement generally and County agencies
15 specifically.

16 48. The retaliation against the Plaintiff took the form of the confiscation of her duty
17 weapon, her loss of assignments, including assignments that were both more prestigious and
18 financially lucrative, and the barring of any role to be played by her in representing the County
19 Probation Department in Court proceedings. It took the form, too, of constant allusions and
20 innuendo, as well as overt statements, by her coworkers, and other employed in the agency
21 Defendants, that she had falsely accused a police officer of a crime. Ultimately, the retaliatory acts
22 of the Defendants were so unbearable that Plaintiff was compelled to quit her job. This outcome
23 was, in fact, the intended result of Defendants' conduct.

24 49. The Defendants' retaliatory conduct was a substantial factor in causing various
25 losses and injuries suffered by the Plaintiff, including, but not limited to, loss of employment, loss
26 of income, emotional distress, mental anguish and conscious pain and suffering.

27 50. The acts and omissions of the Defendants were not discretionary acts. It is in no
28 way within the reasonable exercise of official discretion for the Defendants to have retaliated



1 against the Plaintiff, or to have terminated her employment, or forced her to resign her position, or
2 to have violated numerous public policies for the purpose of impairing her rights and privileges.

3 51. In engaging in the conduct described in this Cause of Action, the individually named
4 Defendants, as well as the Doe Defendants, acted in the course of the employment with the
5 municipal Defendants, COUNTY OF MENDOCINO, DISTRICT ATTORNEY, and PROBATION
6 DEPARTMENT, and their conduct was authorized and/or ratified by said municipal Defendants.

7 52. Defendants' acts and omissions were malicious, and designed to cause harm to
8 Plaintiff, thereby rightfully subjecting the Defendants to the imposition of exemplary or punitive
9 damages, to both punish past conduct and deter a repeat of the same.

10 53. As a proximate result of these wrongful actions, and others, Plaintiff is entitled to
11 recover actual, general and punitive damages.

12 **FIFTH CAUSE OF ACTION**

13 **SEXUAL HARASSMENT**

14 **Cal. Civil Code §§ 51.9 & 52 (b)**

15 **[By Plaintiff Against Defendants County of Mendocino, District Attorney, Probation**
16 **Department, David Eyster, Albert Ganter, and Does 1 through 20]**

17 54. Plaintiff incorporates the allegations asserted in all preceding paragraphs
18 (particularly paragraphs 16 through 24) of this Complaint as though fully set forth in this Fifth
19 Cause of Action.

20 55. At all times relevant to this Complaint and Cause of Action, a business or economic
21 relationship existed between Plaintiff and Defendants COUNTY OF MENDOCINO and
22 PROBATION DEPARTMENT. Specifically, a contract for employment existed between the
23 parties, whereby Plaintiff was employed by said Defendants.

24 56. Said Defendants, as well as other Defendants identified in the Complaint and Cause
25 of Action, engaged in verbal conduct toward Plaintiff based on gender that was unwelcome,
26 pervasive and severe. Specifically, after Plaintiff reported she was the victim of domestic violence
27 perpetrated by a male person, Defendants, in an effort, in part, to protect the perpetrator,
28 investigated her for deceit, formally reprimanded her for deceit, demoted her, deprived her of work



1 assignments and opportunities to earn additional pay, and confiscated her duty weapon, thereby
2 placing her and others at physical risk while engaged in the course and scope of her employment as
3 a Probation Officer.

4 57. During the time that the harassment occurred, there was an inability by Plaintiff to
5 easily terminate the relationship with the employing Defendants, COUNTY OF MENDOCINO and
6 PROBATION DEPARTMENT. Specifically, she depended on her job to earn money to pay her
7 essential expenses and those of her minor children.

8 58. In engaging in the conduct described in this Cause of Action, the individually named
9 Defendants, as well as the DOE Defendants, acted in the course of their employment with the
10 municipal Defendants, COUNTY OF MENDOCINO, DISTRICT ATTORNEY, and PROBATION
11 DEPARTMENT, and their conduct was authorized and/or ratified by said municipal Defendants.

12 59. Plaintiff suffered economic loss or disadvantage, as well as personal injury in the
13 form of severe emotional distress and mental torment, in addition to the violation of statutory and
14 constitutional rights (as explained elsewhere in this Complaint), as a result of the conduct described
15 in this Cause of Action.

16 60. In consequence of the injuries suffered as a result of the conduct of Defendants in
17 violation of *California Civil Code* § 51.9, Plaintiff is entitled to recover damages in accordance
18 with *California Civil Code* § 52 (b), including actual damages, exemplary damages, civil penalties,
19 and attorneys' fees.

20 **SIXTH CAUSE OF ACTION**

21 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

22 **[By Plaintiff Against Defendants County of Mendocino, District Attorney,**
23 **Probation Department, Albert Ganter, David Eyster and Does 1 through 20]**

24 61. Plaintiff incorporates the allegations asserted in all preceding paragraphs of this
25 Complaint (particularly paragraphs 16 through 24) as though fully set forth in this Sixth Cause of
26 Action.

27 62. Defendants engaged in outrageous conduct with respect to the Plaintiff, including,
28 but not limited to, repeatedly referring to her as a liar (which was false), confiscating the duty



1 weapon she relied on to keep herself and others safe while performing her essential job duties, and
2 informing the Court and its personnel, as well as others, of what Defendants falsely characterized as
3 a deceitful accusation of domestic violence against a peace officer.

4 63. The Defendants' conduct was intended to cause Plaintiff to suffer emotional distress
5 so severe as to force her either to withdraw her criminal accusation, or quit her job, or both.

6 64. The Defendants' conduct was a substantial factor in causing Plaintiff to suffer severe
7 emotional distress.

8 65. The acts and omissions of the Defendants were not discretionary acts. It is in no
9 way within the reasonable exercise of official discretion for the Defendants to have retaliated
10 against the Plaintiff, or to have confiscated her duty weapon, or to have demoted her or taken
11 assignments from her, or forced her to resign her position, or to have violated numerous public
12 policies for the purpose of impairing her rights and privileges.

13 66. In engaging in the conduct described in this Cause of Action, the individually named
14 Defendants, as well as the DOE Defendants, acted in the course of the employment with the
15 municipal Defendants, COUNTY OF MENDOCINO, DISTRICT ATTORNEY, and PROBATION
16 DEPARTMENT, and their conduct was authorized and/or ratified by said municipal Defendants.

17 67. Defendants' acts and omissions were malicious, and designed to cause harm to
18 Plaintiff, thereby rightfully subjecting the Defendants to the imposition of exemplary or punitive
19 damages, to both punish past conduct and deter a repeat of the same.

20 68. In consequence of the severe emotional distress suffered by the Plaintiff, Plaintiff is
21 entitled to recover special, general and punitive damages.

22 **SEVENTH CAUSE OF ACTION**

23 **INTENTIONAL INTERFERENCE WITH CONTRACT &**

24 **CONSPIRACY TO INTERFERE WITH A CONTRACT**

25 **[By Plaintiff Against Defendants County of Mendocino, District Attorney, Probation,**
26 **Department, Albert Ganter, David Eyster and Does 1 through 20]**

27 69. Plaintiff incorporates the allegations asserted in all preceding paragraphs
28 (particularly paragraphs 16 through 24) of this Complaint as though fully set forth in this Seventh



1 Cause of Action.

2 70. Defendant EYSTER and other agents and employees of Defendant DISTRICT
3 ATTORNEY, maliciously conspired and colluded with one another and with Defendant GANTER
4 and other agents and employees of PROBATION DEPARTMENT to interfere with Plaintiff's
5 contractual rights and obligations related to the performance of job duties as a Probation Officer,
6 including her ability to appear and present matters in Court, to perform her duties in the field, and
7 to protect herself and others from potentially violent offenders who were under her charge. The
8 purpose of the interference was both to distress her emotionally and render her professional
9 circumstances so untenable that she had no choice but to either abandon a complaint she had made
10 against a police officer, or to quit her job. Additionally, the interference with the contract, and the
11 conspiracy to that end, was retaliatory— aimed at inducing mental and emotional torment,
12 regardless of whether Plaintiff abandoned her claim, or quit her job.

13 71. As a result of his efforts to interfere with Plaintiff's contract with PROBATION
14 DEPARTMENT, including his conspiracy with Defendant GANTER and others, Defendant
15 EYSTER succeeded in interfering with Plaintiff's contract with PROBATION DEPARTMENT.
16 So profound was the interference that Plaintiff was unable to function in her job, enjoy a non-
17 hostile work environment, and perform duties basic to her job classification. Consequently, she had
18 no choice but to resign her position.

19 72. The acts and omissions of the Defendants were not discretionary acts. It is in no
20 way within the reasonable exercise of official discretion for the Defendants to have interfered with
21 the legitimate functioning of Plaintiff's contract by retaliating against Plaintiff, or forcing her to
22 resign her position, or violating numerous public policies for the purpose of impairing her rights
23 and privileges.

24 73. In engaging in the conduct described in this Cause of Action, the individually named
25 Defendants, as well as the DOE Defendants, acted in the course of their employment with the
26 municipal Defendants, and their conduct was authorized and/or ratified by said municipal
27 Defendants.

28 ///



1 80. Pressure was applied by the Defendants against the Plaintiff in the form of an
2 internal investigation of her “lies,” a formal reprimand for “lying” and bringing “discredit to the
3 County,” placement of her name on a so-called “Brady list,” voluntary (and unheard of) disclosure
4 by DISTRICT ATTORNEY and EYSTER of non-Brady information to defense attorneys related to
5 her true report of being physically assaulted and battered by a police officer, and demotion and loss
6 of her duty weapon, all of which severely compromised her ability to perform her official duties as
7 a County Probation Officer.

8 81. In furtherance of the conspiracy to protect Defendant WAIDELICH and deprive
9 Plaintiff of justice, and thereby assist Defendant WAIDELICH in the perpetration of his crimes and
10 torts, the Ukiah Police Department, rather than investigate its own officer, promoted him. The
11 promotion served the purpose of creating a public impression that Defendant WAIDELICH was a
12 worthy public servant. If and when the criminal and tortuous acts of Defendant WAIDELICH
13 became public, the conspirators were prepared to hold out the promotion (among other things) as
14 proof that the officer was a person of integrity who could never have done the things of which he
15 had been accused.

16 82. As a result of the conspiracy, Defendants were able not only to harass Plaintiff, and
17 cause her injury, but also to protect the Plaintiff’s physical abuser from the demands of justice, both
18 civil and criminal. In other words, the Conspiring Defendants’ conduct aided and abetted after the
19 fact of the crimes and torts of assault and battery committed by Defendant WAIDELICH.

20 83. The acts and omissions of the Defendants in furtherance of the conspiracy were not
21 discretionary acts. It is in no way within the reasonable exercise of official discretion for the
22 Defendants to have sought, in the manner that they did, to ensure that Plaintiff’s abuser, both
23 criminally and in tort, escaped the consequences of his wrongful acts.

24 84. In engaging in the conduct described in this Cause of Action, the individually named
25 Defendants, as well as the DOE Defendants, acted in the course of their employment with the
26 municipal Defendants, COUNTY OF MENDOCINO, DISTRICT ATTORNEY and PROBATION
27 DEPARTMENT, and their conduct was authorized and/or ratified by said municipal Defendants.

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1 confiscate Plaintiff's duty weapon. In consequence of this action, Plaintiff was placed in the highly
2 untenable position of performing at-times dangerous work without the means to protect herself or
3 others, including fellow probation officers and innocent civilians. Another action taken by the
4 Defendants was the barring of Plaintiff from representing her employer in Court by threat of so-
5 called Brady Disclosures by DISTRICT ATTORNEY in the form of what Defendants' falsely
6 characterized as Plaintiff's "false" report of a crime committed by Defendant WAIDELICH.

7 91. The confiscation of her duty weapon and the deployment of the "Brady" strategy,
8 among other things, were not for a legitimate purpose consistent with the terms of Plaintiff's
9 contract. Instead these things, and others, were designed to pressure Plaintiff into dropping her
10 claim or leaving her job so as to protect a guilty offender who happened to be a police officer. This
11 purpose was in utter violation of the covenant of good faith and fair dealing implied in the
12 Plaintiff's contract for employment.

13 92. The actions of the Defendants, in violation of the covenant of good faith and fair
14 dealing, were malicious in nature, or reckless or wanton.

15 93. The acts and omissions of the Defendants did not fall into the scope of the legitimate
16 exercise of official discretion. It was in no way within the reasonable exercise of official discretion
17 for the Defendants to have attempted to impair Plaintiff's contractual rights and duties for the
18 purpose of forcing her to withdraw a criminal complaint or resign her job.

19 94. In engaging in the conduct described in this Cause of Action, the individually named
20 Defendants, as well as each of the DOE Defendants, acted in the course of their employment with
21 the municipal Defendants, COUNTY OF MENDOCINO, DISTRICT ATTORNEY and
22 PROBATION DEPARTMENT, and their conduct was authorized and/or ratified by said municipal
23 Defendants.

24 95. Defendants' acts and omissions were malicious, and designed to cause harm to
25 Plaintiff, thereby rightfully subjecting the Defendants to the imposition of exemplary or punitive
26 damages, to both punish past conduct and deter a repeat of the same.

27 96. As a proximate result of the Defendants' breach of the covenant of good faith and
28 fair dealing, Plaintiff suffered injury in the form of loss of employment, loss of income, and



1 emotional distress, and is therefore entitled to recover actual, general and punitive damages.

2 **TENTH CAUSE OF ACTION**

3 **BATTERY**

4 **[By Plaintiff Against Defendant Noble Waidelich]**

5 97. Plaintiff incorporates the allegations asserted in all preceding paragraphs of this
6 Complaint as though fully set forth in this Tenth Cause of Action.

7 98. Defendant WAIDELICH repeatedly and consistently harassed, threatened, touched
8 or caused Plaintiff to be touched over a period of years, extending beyond April 15, 2015, when
9 Plaintiff moved from the home with her children, with the intent to harm or offend Plaintiff, or in
10 willful disregard for the harm or offense Plaintiff would naturally experience as a result of being
11 touched in this manner.

12 99. Plaintiff did not consent to the touching or any of the other offensive and harassing
13 acts.

14 100. Plaintiff was harmed or offended by Defendant's consistent and repeated conduct,
15 even after she departed the home, even to the point of having to secrete her actual location.

16 101. A reasonable person in Plaintiff's situation would have been offended by
17 Defendant's conduct.

18 102. Defendant's touching of the Plaintiff's person was malicious, and designed to cause
19 harm to Plaintiff, thereby rightfully subjecting the Defendant to the imposition of exemplary or
20 punitive damages, to both punish past conduct and deter a repeat of the same.

21 103. As a proximate result of Defendant's touching of her person, Plaintiff suffered
22 physical, emotional and economic injuries, and is, therefore, entitled to recover actual, general and
23 punitive damages.

24 **ELEVENTH CAUSE OF ACTION**

25 **BREACH OF ORAL CONTRACT/PROMISSORY ESTOPPEL**

26 **[By Plaintiff Against Defendant Noble Waidelich]**

27 104. Plaintiff incorporates the allegations asserted in all preceding paragraphs of this
28 Complaint as though fully set forth in this Eleventh Cause of Action.



1 105. Plaintiff entered into a contract with Defendant WAIDELICH to purchase residential
2 real property from a third party in a joint tenancy. The contract culminated in the joint purchase by
3 Plaintiff and Defendant of real property located in Ukiah, County of Mendocino, where they, in
4 turn, made their home.

5 106. Around April, 15, 2015, when the domestic relationship between Plaintiff and
6 Defendant ended, Plaintiff moved out of the home with her children. She desired to sell the home
7 and recover her investment. Defendant thereupon offered, instead of selling the house, to simply
8 refinance the property in order to extract Plaintiff's share of the equity.

9 107. After April 15, 2015, Defendant informed Plaintiff that the only way he could
10 quickly get money to the Plaintiff was through a particular sale that required her to quit claim her
11 interest. Relying on Defendant's promise that the quit claim was necessary in order to refinance the
12 house and pay out her share of the equity, Plaintiff signed a formal quit claim, which was
13 subsequently recorded.

14 108. Plaintiff's reliance on the representation and assurances of Defendant's were
15 reasonable.

16 109. Plaintiff performed all actions incumbent upon her in accordance with the agreement
17 with Defendant, including the signing of what Defendant said represented was the requisite
18 paperwork.

19 110. After Plaintiff agreed to sign and actually signed the quit claim, Plaintiff was
20 informed by Defendant that he would not give her any money that was owed to her, and which had
21 previously agreed he would pay her.

22 111. Defendant's failure to provide money to Plaintiff following her quit claim on the
23 property constitutes a breach of agreement, and caused detriment or injury to the Plaintiff.

24 112. Defendant is estopped from asserting any defense such as the Statute of Frauds or on
25 the language of the Quit Claim or any other documents on the grounds that his representations and
26 assurances induced reliance by the Plaintiff which was reasonable.

27 113. In consequence of the detriment suffered as a result of Defendant's acts and
28 omissions, Plaintiff is entitled to recover actual damages.



1 **TWELFTH CAUSE OF ACTION**

2 **DECEIT-- INTENTIONAL MISREPRESENTATION**

3 **[By Plaintiff Against Defendant Noble Waidelich]**

4 114. Plaintiff incorporates the allegations asserted in all preceding paragraphs of this
5 Complaint as though fully set forth in this Twelfth Cause of Action.

6 115. On or around April 28, 2015, Defendant WAIDELICH informed Plaintiff that he
7 would pay Plaintiff her share of the money value of the home they jointly owned if she would quit
8 claim her interest in the home to him. He insisted that he would repay her the money, and that this
9 was the quickest and easiest way to get the money to her.

10 116. Defendant's representation to Plaintiff was false and intentionally deceitful.
11 Defendant's deceit was designed to place Plaintiff in a vulnerable position emotionally and
12 financially and compel her to resume a domestic relationship with Defendant, or, if that failed, to
13 punish her for ending the relationship. It was, in short, a variation and continuation of the abuse
14 that drove Plaintiff from the home in the first place. For this and other reasons, the Defendant's
15 deceit is particularly malicious and evil.

16 117. Plaintiff relied on the Defendant's false and intentionally deceitful representations,
17 and her reliance was reasonable.

18 118. As a result of Defendant's false and deceitful representations, Plaintiff suffered
19 financial and emotional injury, and is entitled to recover actual, general and punitive damages.

20 **THIRTEENTH CAUSE OF ACTION**

21 **BREACH OF IMPLIED COVENANT OF GOOD FAITH & FAIR DEALING**

22 **[By Plaintiff Against Defendant Noble Waidelich]**

23 119. Plaintiff incorporates the allegations asserted in all preceding paragraphs of this
24 Complaint as though fully set forth in this Thirteenth Cause of Action.

25 120. Defendant WAIDELICH's failure to provide money to the Plaintiff following her
26 quit claim on the property, constitutes a breach of the implied covenant of good faith and fair
27 dealing. Defendant deceived the Plaintiff into quit claiming her interest in the property by
28 promising it would expedite her obtaining her rightful share of the joint interest in the property's



1 equity. Once she provided the signed quit claim, he then revealed his true purpose, which was to
2 deprive her of her rightful interest. Deceptive contracting, by its nature, is an expression of bad
3 faith, and is the opposite of and violation of good faith and fair dealing.

4 121. Defendant is estopped from asserting any defense such as the Statute of Frauds or
5 the language of the Quit Claim or any other documents, on the grounds that his representations and
6 assurances induced reliance by the Plaintiff which was reasonable.

7 122. Defendant's breach of the implied covenant of good faith and fair dealing was
8 malicious and was designed to cause harm to Plaintiff and retaliate against her, thereby rightfully
9 subjecting Defendant to the imposition of exemplary or punitive damages, to both punish past
10 conduct and deter a repeat of the same.

11 123. As a result of the Defendant's breach of the implied covenant of good faith and fair
12 dealing, Plaintiff suffered financial and emotional injury, and is entitled to recover actual, general
13 and punitive damages.

14 **FOURTEENTH CAUSE OF ACTION**

15 **COMMON COUNT-- MONEY HAD AND RECEIVED**

16 **[By Plaintiff Against Defendant Noble Waidelich]**

17 124. Plaintiff incorporates the allegations asserted in all preceding paragraphs of this
18 Complaint as though fully set forth in this Fourteenth Cause of Action.

19 125. Defendant WAIDELICH received money that was intended to be used for the
20 benefit of the Plaintiff.

21 126. Defendant has not given the money to the Plaintiff, nor has he used it for her benefit,
22 nor caused it to be used for her benefit.

23 127. Defendant has been unjustly enriched as a result of obtaining possession and
24 maintaining possession of money belonging to Plaintiff.

25 127. As a result of Defendant's failure to use the money for the benefit of the Plaintiff, or
26 to give said money to the Plaintiff, Plaintiff has suffered injury, and is entitled to relief, as set forth
27 in Section IV of this Complaint, including but not limited to restitution, disgorgement and the
28 imposition of a constructive trust.



1 **FIFTEENTH CAUSE OF ACTION**

2 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

3 **[By Plaintiff Against Defendant Noble Waidelich]**

4 128. Plaintiff incorporates the allegations asserted in all preceding paragraphs of this
5 Complaint as though fully set forth in this Fifteenth Cause of Action.

6 129. Defendant WAIDELICH acted in an outrageous manner toward Plaintiff, by
7 physically attacking her, threatening physical attacks, emotionally manipulating her, tricking her
8 out of her interest in her home and withholding her property from her.

9 130. Defendant's actions were malicious, and were intended to cause Plaintiff to suffer
10 emotional distress, or were undertaken with willful indifference to the fact that she would suffer
11 emotional distress due to his actions.

12 131. As a result of Defendant's actions, Plaintiff suffered severe emotional distress.

13 132. Defendant's actions were a substantial factor in causing Plaintiff's severe emotional
14 distress.

15 133. In consequence of the injury Plaintiff suffered, she is entitled to recover actual,
16 general and punitive damages.

17 **IV.**

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiff prays for relief and judgment against the Defendants as follows:

- 20 1. A Jury Trial;
- 21 2. Actual or Special Damages in an amount to be proven at trial, including but limited
22 to back pay;
- 23 3. General Damages in an amount to be proven at trial;
- 24 4. Nominal Damages;
- 25 5. All applicable remedies in accordance with *California Civil Code* § 52, including,
26 but not limited to, actual damages, treble damages, and civil penalties.
- 27 6. Punitive Damages due to the reckless, or wanton, or malicious motivation of
28 Defendants when committing their wrongs against Plaintiff, in accordance with *California Civil*



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Code § 3294 (a) and other relevant laws of this State and Nation;

7. Restitution, Disgorgement and/or Establishment of a Constructive Trust;

8. All available pre-judgment and post-judgment interest on any damages to be recovered by Plaintiff;

9. Attorney's fees and costs of suit, in accordance with *California Civil Code § 52, California Code of Civil Procedure § 1021.5, California Government Code §§ 12940 and 12965* and other laws of the State of California;

10. And for such other and further relief as the Court deems just and proper.

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Date: 14 April 2017

SMITH DOLLAR PC


Rex Grady, Esq.,
Attorneys for Plaintiff



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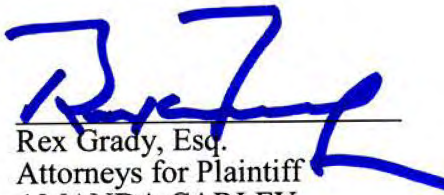
DEMAND FOR JURY TRIAL

Plaintiff AMANDA CARLEY hereby demands that the causes of actions set forth in her Complaint be presented to and tried before a jury.

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Dated: April 14, 2017

SMITH DOLLAR PC


Rex Grady, Esq.
Attorneys for Plaintiff
AMANDA CARLEY

