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7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF RIVERSIDE

10
11 CHRISTINE KEERS,

12 Plaintiff,

13 vs.

14 CITY OF RIVERSIDE, KENNETH FORTIER,
15 MICHAEL SMITH, ALBERT BROWN, RON
16 ADAMS, and DOES 1 through 100,
17 Inclusive,

18 Defendants.

) CASE NO.
) 280267
) COMPLAINT FOR DAMAGES
) DEMAND FOR JURY TRIAL

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18 I. GENERAL ALLEGATIONS

19 1. This case is brought pursuant to the California Fair
20 Employment Housing Act ("FEHA"), Government Code Section 12900 et
21 seq., and pursuant to 42 U.S.C. §1983. This Action seeks
22 compensatory damages that are permitted by said legislation.

23 2. The claims alleged herein arose in the County of
24 Riverside, California.

25 3. Plaintiff, CHRISTINE KEERS, is a female residing in
26 Riverside County, California.

27 4. Defendant CITY OF RIVERSIDE ("CITY") is, and at all times
28 mentioned herein was, a municipality in the State of California.

1 CITY is an entity subject to suit under the FEHA and pursuant to 42
2 U.S.C. §1983.

3 5. Defendant KENNETH FORTIER ("CHIEF FORTIER") was at all
4 applicable times mentioned herein, the Chief of Police of CITY. As
5 such, he was responsible for the day to day operation of the City's
6 police department.

7 6. Defendant RON ADAMS ("ADAMS"), was at all times mentioned
8 herein, an employee of CITY and a detective in the City's police
9 department.

10 7. Defendants DOE 1-100 are each responsible in some manner
11 for the injuries and damages alleged herein. The true names and
12 capacities of defendants DOE 1-100, Inclusive, are presently unknown
13 to plaintiff. Plaintiff is informed and believes and therefore
14 alleges on information and belief, that each of them is the agent
15 and servent of the other and is responsible in some manner for the
16 injuries alleged herein. Plaintiff therefore sues Defendants DOE 1-
17 100, by such fictitious names and will seek leave to amend this
18 complaint to add their true names when the same have been
19 ascertained.

20 8. At all times mentioned herein, each individual defendant
21 was acting in the course and scope of his employment.

22 9. This is a complaint for damages based upon the following
23 facts. CHRISTINE KEERS ("Keers") was employed by the City of
24 Riverside, in the Riverside Police Department on May 15, 1981. From
25 the commencement of her employment, until her termination, she was
26 subjected to continuous discrimination and harrasment based upon her
27 sex, as follows.

28 10. During Keer's first two weeks of employment, she was

1 confronted by Sgt. Padelford who, referring to Keers's prior
2 employment at the Riverside County Sheriff's Department, told her,
3 "You looked better in green (referring to the Sheriff's department's
4 uniform), you should have stayed there."

5 11. During roll calls, beginning with the initial roll call
6 and continuing throughout her patrol assignment, Keers was subjected
7 to comments by the male officers which included, "Women cops were
8 like snails. When they get up from their chairs, you can see the
9 wet marks," and, "Look, can you see a wet trail from the scoot
10 marks." These statements were made in the presence of sergeants,
11 who were in charge of the roll call, were the offender's immediate
12 supervisor and who did nothing to discourage the discriminatory
13 comments. They were also made in the presence of numerous male
14 officers.

15 12. At several of the initial roll calls, Officer Cook stated
16 to Keers, "Come and scoot across my face." This was said in front
17 of several male officers and on several occasions one or more other
18 female officers.

19 13. At another roll call, Cook told Keers, "I want to stick
20 my fist up your butt." Ms. Keers, although thoroughly embarrassed
21 by the comment, resorted to pretending that she did not hear such
22 comments, in order to continue to work in the department. In this
23 instance, the comment was made in the presence of numerous other
24 officers who laughed at the comment. Ms. Keers mentioned this to her
25 boyfriend, a Special Agent with the Riverside Police Department at
26 the time, but stressed she did not want to make a formal complaint
27 as her peers would surely ostracize her, so he spoke to Officer
28 Cook's partner and close friend, Dave Warr, about the comments and

1 urged him to talk to Officer Cook regarding the comments.

2 14. On numerous occasions, Ms. Keers was placed in a position
3 where she had to hear senior officers discuss which female officers
4 "gave the best head." Ms. Keers was also subjected to numerous
5 comments about the male officers taking a female civilian employee
6 in to the parking lot of the station, where they received a "blow
7 job."

8 15. These officers openly discussed the female records clerks
9 and, specifically, about one who had a "stinky pussy."

10 16. On these occasions, in order to avoid retaliation, Ms.
11 Keers would pretend not to hear the comments. However, the officers
12 would on occasion direct comments directly at Ms. Keers, asking
13 questions like, "Chris, is your pussy stinky?" Many of these
14 comments were made by senior officers who encouraged younger
15 officers to participate in order to be one of the boys.

16 17. In one of the incidents, a female officer received a
17 canine. The male officers would say in roll call, and in the
18 presence of Ms. Keers, that the female canine officer was "fucking
19 the dog" when she took him home.

20 18. It was well known that if a female complained, she would
21 become an outcast and the situation would only get worse. The men
22 would treat her more severely, either by increasing their assaults,
23 by ignoring the officer entirely, or by not responding to her
24 requests for assistance in the field.

25 19. During this initial phase, Ms. Keers tried desperately to
26 ignore comments in order to survive her probationary period. She
27 was concerned that if she complained she would be branded a trouble
28 maker and terminated. As many of the comments were made in the

1 presence of supervisors who ran the roll calls, Ms. Keers expected
2 that they would take action without her need to say anything. In
3 fact, this action was sanctioned by management, as they took no
4 action to stop it, and many times would join in, with smiles or
5 laughter. It soon became apparent that any complaint would not be
6 met with discipline against the offending officers, and worse, any
7 discipline given an officer would be minimal and only result in more
8 retaliation against Ms. Keers.

9 20. During this probationary period, Ms Keers was told by
10 several officers that they would not have a woman back them up on
11 any calls merely because they were females. These comments were
12 made by both younger officers and by supervising officers.

13 21. These officers referred to the women officers as the
14 "pussy platoon" or the "snail detail." During one roll call the
15 supervisor, Sergeant Carl Weber, referred to two other female
16 officers, who prior to this roll call had been partners in the same
17 car, as the "cunt car" and separated them. This comment was made in
18 the presence of Ms. Keers who was assigned to a one person car at
19 the time, but was hoping to gain a two person assignment with one of
20 the other female officers on this platoon as all the females sought
21 refuge from these assaults in pairs.

22 22. Whenever Ms. Keers met any male officer for lunch, the
23 other officers insinuated that since she was having lunch with him,
24 she must be sleeping with him. This comment was made by officers
25 clicking their microphones. The "click" is a manner of expressing
26 laughter while at the same time, it could not be traced to any
27 particular officer, however, its meaning was clear and specifically
28 targeted Ms. Keers.

1 23. While in training, Keers was told by a female training
2 officer that women had to prove themselves twice as much as the
3 males. Ms. Keers learned by watching this officer's manner of
4 ignoring comments and learned that you have to ignore the comments
5 in hopes that they would eventually cease or no one would associate
6 with you.

7 24. In 1983, Ms Keers learned that, "Chris Keers, what a
8 bitch," had been scratched on the bathroom wall of the male locker
9 room at the police station. She complained to a Lieutenant who had
10 it removed. Ms. Keers learned that it reappeared one week later
11 with the epithet that Ms. Keers was a "whore."

12 25. Ms. Keers sat in roll calls where comments were made about
13 her breasts and about other women being "hose monsters." Ms. Keers
14 had to listen to comments about what a good "blow job" a certain
15 woman officer gives, and comments that the officer would "fuck
16 anyone who would buy her a drink." This woman officer was a close
17 friend of Ms. Keers and, like Ms. Keers, a young officer trying to
18 be a good and professional officer in a hostile environment. Ms.
19 Keers knew that these remarks concerning her friend were not true
20 and were said only to demoralize and discredit female officers.

21 26. On one occasion, when a sergeant was promoted, Ms. Keers
22 was the only female officer on the swing shift watch. After roll
23 call started, Ms. Keers was surprised when an unannounced
24 pornographic video tape was shown in his honor. Ms. Keers was so
25 embarrassed that she put her head down on the desk in an effort to
26 avoid viewing the film. However, the male officers began making
27 comments like, "Hey Keers look, can you do that?" Eventually, Keers
28 got up and left the roll call room. Shortly afterwards, the watch

1 commander, Lieutenant Dave Cunradi, who was present during the
2 video, approached Ms. Keers and said "I'm sorry you had to see that,
3 I didn't think about you being in the room."

4 27. Beginning in 1981, while in her probationary period, and
5 culminating in 1985, there was an incident of harassment by her male
6 supervising officer. He brought Ms. Keers wine and flowers to work.
7 He would set up pretextual meetings with Ms. Keers at El HiHo and
8 Magnolia Streets and the airport which were dark places, by calling
9 for a supervisorial meeting over the police radio under the guise
10 that it was police business. He would make advances toward Ms.
11 Keers. Ms. Keers objected, indicating that she should be doing her
12 patrol job. He would respond that he was just trying to make her
13 feel welcome in the department. Ms. Keers repeatedly told this
14 officer that she did not want to meet unless it was in fact police
15 business. He would become agitated and insist on the meetings.
16 When she told this officer that her peers were talking about it,
17 clicking their radios, and that Keers felt like he was singling her
18 out for personal attention, the supervisor responded, "Let me worry
19 about those guys, I'm the sergeant." On another occasion, Ms. Keers
20 was involved in a pursuit. After the pursuit ended and at the scene
21 of the arrest of the suspects, this sergeant put his arms around Ms.
22 Keers, saying, "good job." Ms. Keers jerked away. A fellow male
23 officer, who witnessed this unusual display by a supervisor, made
24 the comment, "Gee, the sergeant didn't give me a hug and it was my
25 pursuit!"

26 28. Later this supervisor approached Ms. Keers and requested
27 that she meet him for coffee, however, Keers declined. Later that
28 day, while Keers was in route to a meeting with a school official

1 under a liaison program which was her current assignment, a call
2 came across the police radio of a man with a gun across the street
3 from the school. As she was on scene when the call came out, she
4 assisted the assigned officers by stabilizing the situation until
5 they arrived. This was a standard and expected police practice.
6 After the assigned officer had obtained information from Ms. Keers
7 and she was about to clear and continue on to the school meeting,
8 Sergeant Laird arrived and immediately began screaming at Officer
9 Keers in the presence of the other officers. He concluded with,
10 "You were here first, you handle this call" and, then, he left the
11 scene without giving her an opportunity to respond. This was not
12 common practice or procedure. Typically, as a non-patrol officer,
13 her job under such circumstances was to stabilize the situation and
14 wait for the assigned patrol officers to arrive and handle the call.
15 Ms. Keers was so upset by the supervisor's actions, officer Avila,
16 to whom the call was assigned, said to Ms. Keers, "It's my call I'll
17 handle it." Ms. Keers, uncertain whether this would be proper or
18 not, called to Sergeant Laird on the radio and informed him that
19 officer Avila preferred to handle the call as he was the assigned
20 officer and asked him "if he had given her a direct order to handle
21 the call?" Sergeant Laird responded, "It could be, however, if you
22 want to meet me at Shammel park we can discuss it."

23 29. Due to the severity of this incident, Ms. Keers filed a
24 formal complaint against Sergeant Laird. The incident was
25 investigated and Sergeant Laird was disciplined with 30 days off
26 without pay and placed on probation for this conduct. However, the
27 discipline was immediately set aside.

28 30. In another incident, in 1986, Ms. Keers and another woman

1 officer were beat partners in one officer cars on the east side of
2 town. Dispatch assigned a call to the other female officer with Ms.
3 Keers to backup. A male sergeant, however, came on the radio and
4 said, "cancel one of the female officers and send a male officer."
5 This radio conversation was followed by the customary radio
6 clicking. Ms. Keers responded to the scene and demanded to know why
7 this had been done. The male sergeant told her that the call,
8 "needed a man." Ms. Keers told the sergeant that this call did not
9 need a man anymore than any other call they had handled. She
10 emphasized that female officers receive the same training as male
11 officers and are not only expected to carry their own weight, but
12 want to and are qualified to do so. Ms. Keers told the sergeant
13 that his countermanding of the assignment on the air was
14 inappropriate as well as embarrassing to her and all female
15 officers. Ms. Keers and the other female officer demanded an
16 apology from the sergeant over the air, undoing as much as could be
17 expected, his error. The supervising officer acknowledged he had
18 made an error and said he would correct it over the air. The
19 sergeant then drove away and said over the radio, "I'll be 10-8
20 (back in service) assist the stranded female officers", with no
21 apology forthcoming. When this incident was brought to the
22 captain's attention, he refused to have the sergeant apologize or to
23 take any action against him, saying only, "such an action is within
24 the sergeant's prerogative." Without the required support from
25 management, it was difficult for Ms. Keers and other women officers
26 to command the respect needed to perform their jobs.

27 31. In 1987, Ms. Keers was promoted to detective. At that
28 time, posted on a department memo and taped on the elevator wall,

1 was the statement that Captain Hall, who was Ms. Keers's commander,
2 was "in Keers's pants" and that is why she was promoted. Another
3 female officer attempted to remove the posting, however, she was
4 stopped by another male officer who said, "leave it up, it's true!"
5 Keers complained to the chief who merely replied, "hang in there."
6 Subsequently, Ms. Keers' name reappeared on the men's bathroom wall
7 with the epithet, "Chris Keers, What a Bitch." Ms. Keers complained
8 of this to her supervisor, however, the epithet continually
9 reappeared on the wall for two more years.

10 32. Concurrently, several other flyers went up on the elevator
11 walls, including a diagram of a stick figure and a fat man between
12 its legs. The fat man represented the captain under whose command
13 Ms. Keers was promoted. The stick figure was Ms. Keers. The
14 drawing was labeled with names.

15 33. Two days after the promotion, a male officer yelled down
16 the hallway to Ms. Keers for all to hear, "Is it true how you got
17 promoted."

18 34. During her entire tenure at the department, Ms. Keers had
19 a single, ongoing relationship with a male officer of the same
20 department. She steadfastly avoided suggested relationships with
21 other officers employed at the department. Accordingly, she was
22 branded a lesbian by the male officers because she did not respond
23 to their advances. The other women officers were determined by the
24 male officers to be her lesbian lovers.

25 35. In 1987, Ms. Keers took a couple of days off from work.
26 During roll call, a comment was made that Keers had taken off from
27 work because she had AIDS. When Keers learned of this, she
28 complained to the lieutenant that this conduct was wrong, that the

1 officers should not be permitted to make such comments and that they
2 are in violation of department policy. The lieutenant responded
3 that he could do nothing about it, that men will talk and the worst
4 thing for Keers to do is to confront them on it. He told Keers to,
5 "hang in there, it will get better."

6 36. As the only female detective Ms. Keers, who was handling
7 twice as many cases as the next closest detective, was advised by
8 her supervisor, Sergeant Mackey, when she brought this to his
9 attention with supporting documentation, that she "needed to develop
10 a thick skin if she intended to last as a detective." He then
11 announced to everyone in the room that Keers "was in a bad mood
12 because she had been given work to do and that she thinks she is
13 special and doesn't have to do the same as everyone else."

14 37. On another occasion, a detective, Dennis Macula, was
15 telling a fellow officer about Ms. Keers sexual preference. Later
16 the detective heard that Keers had been advised of the comments and
17 he came to Ms. Keers and apologized.

18 38. As time passed, Keers, now a seasoned officer, attempted
19 to defend herself, however, all the attempts failed and the attacks
20 on her only became worse as a result.

21 39. In 1989, when Keers yawned in the bay, Detective Ron Adams
22 commented "Look her mouth is open, she must be trying to get
23 promoted". This was said in the presence of some of the detectives
24 in the detail and the sergeant, Michael Smith, who just grinned in
25 acknowledgment of the comment.

26 40. While in the Detective bureau, Keers received several
27 messages on her voice mail at work with a male saying things like
28 "Bitch, you are going to die", and "Bitch" and then hanging up.

1 These occurrences were during promotional procedures.

2 41. In 1990, Keers was confronted by a sergeant and told that
3 a person of higher rank had informed him that Keers and another
4 female officer, Kathy Myerchen, were spending too much time having
5 coffee in the mornings. However, there was no mention of the fact
6 that four male officers were also having coffee during the same
7 periods and sitting at the same table.

8 42. In 1990, Sergeant Mackey told the persons team a male
9 officer and Keers were teamed on a prostitute case because the male
10 officer knew the prostitutes and "Keers was one."

11 43. In 1992, a male detective complained that he did not want
12 to work a particular beat because it was too busy. Consequently,
13 and without discussing it with Detective Keers, she was reassigned
14 to the busier beat and he was given her beat. When Ms. Keers
15 complained she was told to, "shut up and do what she was told."

16 44. In 1992, there was a discussion with several detectives
17 regarding another detective's wife taking a Sergeant's test at
18 Corona Police Department. Keers indicated that she wished her well.
19 At this point Keers was told by the male Sergeant, "then go to
20 Corona if you want to get promoted". Keers inquired "why would I
21 want to go to Corona to get promoted?". The sergeant said "if you
22 ever want to get promoted, you'll have to, "cause you'll not see it
23 here."

24 45. In 1992, during a homicide unit meeting, a question was
25 asked by Sergeant Mackey about a sailors knot being used in the
26 Hector Herredia murder case. Keers attempted to answer the question
27 by saying that sailor knots are not being taught to new recruits in
28 the navy. Sergeant Mackey asked how she knew this and she started to

1 explain that her son had recently gone through Navy recruit
2 training, at which time, Detective Adams said, "Because she is doing
3 the seventh fleet." There was a great deal of laughter as a result
4 of the comment. Keers was embarrassed and left the room. After she
5 left the meeting, Detective Keith Kensinger said, "That's why we
6 shouldn't have women working here." Shortly thereafter, Detective
7 Adams followed her into the hallway and said, "I was just kidding I
8 was just trying to get a laugh." Keers informed him she did not
9 appreciate being the brunt of his jokes. The Sergeant subsequently
10 contacted Ms. Keers and asked what she wanted him to do regarding
11 this incident. She informed the sergeant that she felt the officer
12 should be told that what he had done was not right, that she would
13 like him to apologize and informed that it better not happen again.
14 The sergeant called the officer in the room with Keers and said,
15 "Now tell me Chris (Keers), what do you want me to do to him?" Ms.
16 Keers was intimidated by this confrontation with this officer and
17 the teaming of the two men against her. She responded that she only
18 wanted to be treated professionally and as an equal. After the
19 incident, Detective Adams did not speak to Keers for more than three
20 months and attempted to enlist the other detectives to side with him
21 in alienating her. As a result of this effort some of the
22 detectives in the unit gave Keers the cold shoulder as well.

23 46. In January, 1993, Keers was called into the lieutenant's
24 office. The lieutenant said that there was a misunderstanding due
25 to a telephone being left off the hook. The unit secretary had
26 overheard a male officer make numerous remarks about the women
27 officers in the department. These comments included a reference to
28 a particular woman as, "just a brood mare," stating that, "women do

1 not know their place," and that the officer "could not think of a
2 one worth her salt." These comments also included a reference to
3 the time when Ms. Keers and Officer Kathy Myerchen were dispatched
4 to a call in which the supervisor cancelled Ms. Keers in order to
5 send a male officer. This was followed by several more derogatory
6 comments about Ms. Keers and Ms. Myerchen. The secretary was
7 offended, hung up the phone, reported the incident, and requested
8 the rest of the day off. Instead of taking appropriate action
9 against the offending officers, Ms. Keers was told by the lieutenant
10 not to talk to the secretary about the incident as it would only
11 upset her more.

12 47. Throughout her career as a detective, Ms. Keers was
13 falsely accused of sleeping with her unit partners. It made no
14 difference who it was. When Ms. Keers' partner denied the comments,
15 the denials were met with snickers and comments of disbelief.

16 48. In 1989, Keers began testing for Sergeant. She was the
17 only woman on the list and was passed over for promotion several
18 times. Keers filed a grievance with the City and the Police
19 Department. Chief Richardson called Keers into his office and in
20 the presence of Randy Eggleston, the Union representative, stated
21 that he agreed that women needed to be promoted, and that although
22 he could not undo the most recent promotions, Keers would most
23 likely be promoted. However, no promotion resulted. When a male
24 officer with less time and grade, less experience, and who had
25 received discipline in the past where Keers had not, was promoted to
26 Sergeant, Keers asked Chief Richardson why he was promoted ahead of
27 her. Chief Richardson said that, "he owed it to him for his
28 faithfulness."

1 49. Keers grievance was still in effect when Richardson's
2 replacement, Chief Fortier, was hired. Several positions became
3 available due to forced retirements by the Chief. Keers was
4 contacted by a male captain and told that the new chief did not like
5 grievances. He stated that the chief said if Keers wanted to be
6 promoted, she needed to drop her grievance. Keers asked what
7 guarantees she would have that she would be promoted if she dropped
8 her grievance. The Captain replied that there were five Sergeant
9 promotions coming up and Keers would get one of those. Keers was
10 told to think it over and let the captain know. Keers thought about
11 it and then went back to the captain and told him that based upon
12 his representation that she would be promoted, she would drop her
13 grievance.

14 50. The following month several promotions were made.
15 Contrary to the captain's promise, Keers was not promoted. Keers
16 asked the captain what happened to her promotion. She was told that
17 there were more promotions coming, to be patient. Keers waited
18 until several other people were promoted, and again Keers was not.
19 Keers then approached the captain and asked if anyone else was
20 present with him and the Chief when the Chief told him to approach
21 Keers to drop the grievance. The captain said "Let me think about
22 that and I'll let you know." Keers waited approximately one week
23 and not having heard from the captain, she drafted a memo to the
24 Chief asking why he sent the Captain to her to drop her grievance if
25 he had no intention of promoting her.

26 51. Approximately 20 minutes after dropping the letter off at
27 the Chief's office, Keers was informed that the Chief wanted to see
28 her at 2:00 p.m. Keers immediately contacted Randy Eggleston and

1 requested that he join her in the meeting. At approximately 2:00
2 p.m., while Keers and Eggleston were sitting in the waiting area, a
3 Captain approached them and told Keers that she did not need a
4 representative with her. She stated that she would prefer that he
5 go in with her.

6 52. At the meeting, Chief Fortier said he would not be bullied
7 or threatened into promoting anyone. Keers stated that there was
8 nothing in her memo that was threatening, she merely wanted to know
9 why this took place. Chief Fortier told Keers that he did not
10 believe she could win a grievance on not being promoted, and
11 Eggleston said "Oh we don't plan on filing that, we believe we have
12 a law suit for unfair labor practices". The Chief said, "Yea you
13 do, however, there are several promotions coming up and you're at
14 the top of the list where you have always been, now I am not trying
15 to talk you out of filing a law suit, I just want to let you know
16 there are these promotions coming up."

17 53. Throughout Ms. Keers' career, she was subjected to "jokes"
18 and innuendo of a sexual nature or in some way derogatory to women.
19 Often these were in the form of cartoons or objects placed on her
20 desk, or posted in the elevator for all to see. Attached hereto
21 collectively as Exhibit "A" are examples of materials placed upon
22 Ms. Keers' desk and posted in the elevator.

23 54. On July 8, 1994 Keers was promoted to Sergeant. Shortly
24 thereafter, Keers was informed that an internal affairs
25 investigation was being done. The promotion was a subterfuge in an
26 attempt by the City to assert that it in fact did not discriminate
27 against Keers on account of her sex or as retaliation for her
28 grievance. It was a prelude to the ultimate plan to falsely charge

1 her with a criminal action in order to discharge her from
2 employment.

3 55. On August 17, 1994, Keers was taken into custody by Sgt.
4 Brown, Detective Adams and Captain Smith for receiving stolen
5 property. This was in retaliation for Ms. Keers' objections to her
6 mistreatment on the basis of her sex and in retaliation for her
7 grievance.

8 56. The arrest and resulting criminal charges against Ms.
9 Keers were the result of a "sting" operation developed with the
10 approval of CHIEF FORTIER. The "sting" was intentionally based upon
11 the utilization of a known, unreliable informant who had been "black
12 balled" by the Riverside Police Department. In exchange for the
13 informant's making of false accusations against Ms. Keers, the
14 informant was provided compensation in the form of lodging, meals,
15 and money. All this was for the purpose of punishing a female
16 officer who's only wrongdoing was that she wanted to be treated
17 equally with the male officers.

18 57. Ms. Keers volunteered to take a polygraph test during the
19 course of the investigation. The poligrapher was a law enforcement
20 poligrapher often used by the Riverside District Attorney's office
21 and the Riverside District Attorney supplied the questions for the
22 test. As a result of her examination, Ms. Keers was judged to be
23 truthful. Thereafter, the department refused to give credence to
24 the test results. Ms. Keers volunteered to take a second polygraph.
25 A second examination of Ms. Keers was conducted. Again, Ms. Keers
26 was judged to be truthful. Again, the department refused to accept
27 the results. Instead, Ms. Keers was disciplined and prosecuted.
28 At the start of the investigation the Riverside District Attorney's

1 office informed the Riverside Police Department that they were not
2 to use any informant who had a case to work off, were not to use any
3 officer in the investigation who had a problem with Ms. Keers, and
4 were not to make any arrest without the prior approval of the
5 District Attorney's office. All of these conditions were violated.

6 58. Criminal charges were filed against Ms. Keers. This was
7 done at the insistence of CHIEF FORTIER. Ultimately, Ms. Keers was
8 tried by a jury, and Ms. Keers was acquitted of all charges. At the
9 conclusion of the case, the jury greeted Ms. Keers with applause and
10 expressions of appreciation for her character and fine work.

11 59. During the preparation of her defense, Ms. Keers did
12 receive support from many of her fellow officers, including fund
13 raising for a defense fund. CHIEF FORTIER undertook to prevent such
14 activities, to the extent that he could limit the activities of
15 officers working for him. Although other fund raising activities
16 have been conducted by officers for various causes, only when an
17 effort was made to assist Ms. Keers, was there an objection by the
18 Chief of Police.

19 60. At all times mentioned herein, each individual defendant
20 was acting under color of state law.

21 61. The acts and omissions of the defendants and each of them
22 were fraudulent, oppressive and malicious, and each of them acted
23 with reckless or callous indifference to the rights of Plaintiff.

24 62. As a proximate result of defendants' acts and omissions
25 Plaintiff suffered damages as a result of loss of employment,
26 including both employment predating the filing of this complaint and
27 employment into the future, with a resulting loss of salary and
28 benefits, all according to proof, in an amount in excess of the

1 minimum jurisdictional amount of this Court.

2 63. As a proximate result of defendants' acts and omissions
3 Plaintiff suffered general damages in the form of anxiety and
4 emotional distress, in an amount according to proof at trial.

5 **FIRST CAUSE OF ACTION**

6 (Violation of Statutes Prohibiting Sexual Harassment)

7 64. Plaintiff incorporates herein by reference all Paragraphs
8 of the General Allegations as though fully set forth herein.

9 65. Plaintiff CHRISTINE KEERS is a female and is a member of
10 a protected class.

11 66. This action is brought pursuant to the California Fair
12 Employment and Practices Act, Government Code sections 12900 et
13 seq., and the corresponding regulations of the California Fair
14 Employment and Housing Commission, and under 42 U.S.C. 1983 and
15 under other various provisions of the United State Codes.

16 67. At all times mentioned in this complaint, defendant CITY,
17 and DOES 1 through 100, and each of them, regularly employed five or
18 more persons bringing defendants, and each of them, within the
19 provisions of Government Code sections 12900 et seq. and 42 U.S.C.
20 1983, which prohibit employers or their agents from discrimination
21 on the basis of sex, sexual harassment of employees, and retaliation
22 by reason of complaining of sexual discrimination and harassment.

23 68. On May 8, 1995, plaintiff filed a charge of discrimination
24 with the California Department of Fair Employment and Housing
25 (DFEH). A true and correct copy of the charge is attached to this
26 complaint as Exhibit "B" and incorporated by reference herein. On
27 or about May 15, 1995, plaintiff received a Notice of Right to Sue
28 from the DFEH. A true and correct copy of the notice is attached to

1 this complaint as Exhibit "C" and is incorporated by reference
2 herein.

3 69. On August 16, 1995, plaintiff filed a charge of
4 discrimination with the Equal Employment and Opportunities
5 Commission (EEOC). A true and correct copy of the charge is
6 attached to this complaint as Exhibit "D" and incorporated by
7 reference herein. On or about April 16, 1996, plaintiff received a
8 Notice of Right to Sue from the EEOC. A true and correct copy of
9 the notice is attached to this complaint as Exhibit "E" and is
10 incorporated by reference herein.

11 70. At all times mentioned in this complaint, defendant CHIEF
12 FORTIER was employed by defendant CITY, and DOES 1 through 100,
13 inclusive, and each of them, as the CHIEF OF POLICE, and was
14 plaintiff's ultimate supervisor.

15 71. Throughout plaintiff's employment with the CITY, City's
16 employees repeatedly made verbal and visual comments of a sexual
17 nature to plaintiff in an offensive manner, including those set
18 forth in the general allegations, all of which constituted unlawful
19 discrimination, sexual harassment, and retaliation.

20 72. Plaintiff was subjected to unwelcome sexual comments,
21 jokes and innuendo on a daily basis during the time of her
22 employment with defendants, and each of them. These unwelcome
23 sexual comments constituted unlawful sexual discrimination, sexual
24 harassment, and rendered plaintiff's employment environment hostile.

25 73. When Plaintiff filed a discrimination charge against
26 Defendants, Defendants "framed" Plaintiff with criminal charges in
27 retaliation for Plaintiff's lawful actions.

28 74. The conduct of defendants, and each of them, as described

1 in this complaint, would have been offensive to any woman, and
2 defendants were well aware of such offensive nature of the conduct.
3 Plaintiff did not consent to such conduct, and found it unwelcome
4 and offensive. Defendant's conduct rendered plaintiff's employment
5 intolerable, and no reasonable person could have tolerated it.

6 75. Plaintiff frequently complained to her supervisors about
7 the ongoing harassment of plaintiff and asked her supervisors to put
8 a stop to it. Defendants failed and refused to address the ongoing
9 harassment of plaintiff. Instead, any complaint only resulted in
10 worse treatment.

11 76. Defendants' conduct as described in this complaint was
12 malicious and was intended to oppress, humiliate, and denigrate
13 plaintiff and was totally without justification. Plaintiff further
14 alleges that the conduct of defendants in sexually harassing
15 plaintiff was done while defendants' employee was on duty and was
16 only possible due to defendants' employee's official status as
17 plaintiff's supervisor, and was related to his performance of his
18 official duties and was done in his capacity as a member of
19 defendant employers' personnel while acting pursuant to his official
20 duty, and interfered with plaintiff's abilities to perform her
21 duties.

22 77. Plaintiff further alleges that defendants, and each of
23 them, were aware or should have been aware of such conduct and of
24 the sexually hostile environment as it was open and obvious, and
25 because plaintiff repeatedly complained about the sexual harassment.

26 78. Plaintiff alleges that by the failure to prevent or
27 correct the discrimination and sexual harassment of plaintiff by its
28 agents and employees, Defendants, and each of them, acted to condone

1 and ratify such conduct with the knowledge that such ratification
2 would thereby interfere with plaintiff's employment and ability to
3 continue her career with defendant.

4 79. As a result of the unlawful conduct of defendants, and
5 each of them, as alleged in this complaint, plaintiff has lost
6 substantial employment benefits with defendant, including lost
7 wages, bonuses, and other losses, in an amount according to proof at
8 time of trial.

9 80. As a further direct and proximate result of the unlawful
10 conduct of defendants, and each of them, plaintiff has suffered
11 extreme and severe anguish, humiliation, emotional distress,
12 nervousness, tension, anxiety and depression, the extent of which is
13 not fully known at this time and the amount of damages caused
14 thereby is not yet fully ascertained but in an amount in excess of
15 the minimum jurisdiction of this court, the precise amount to be
16 proven at the time of trial. Plaintiff claims that amount together
17 with prejudgment interest pursuant to Civil Code section 3287 or any
18 other provision of law providing for prejudgment interest.

19 81. The conduct of defendants as described in this complaint
20 was oppressive, fraudulent and malicious, thereby entitling
21 plaintiff to an award of punitive damages in an amount appropriate
22 to punish and make an example of defendants, and each of them.

23 82. The acts and conduct of Defendants, and each of them, were
24 under color of state law, pursuant to official unwritten policy and
25 custom of the Police Department of CITY. Said policy and custom of
26 the Department included discrimination against female officers and
27 against females who brought a charge of discrimination against the
28 Department and who otherwise exercised their constitutional rights.

1 Said policy and custom included, but was not limited to the
2 violation of Plaintiff's constitutional rights protected by the
3 First Amendment, Fifth Amendment and Fourteenth Amendment of the
4 Constitution of the United States of America.

5 83. CITY, and agents and employees acting on its behalf,
6 including the individual defendants sued herein, were aware of this
7 policy and custom and used their official positions to carry out
8 that policy of discrimination and retaliation. Defendants' policy
9 and custom of discrimination and retaliation were applied to
10 Plaintiff and others similarly situated, thus violating their rights
11 as guaranteed under the Constitutions of the United States of
12 America and the State of California. Among other things, Defendants
13 violated plaintiff's right to free speech and equal protection and
14 deprived her of her constitutionally protected liberty and property
15 interests without due process, resulting in her denial of timely
16 promotions, and ultimately, pretextual criminal charges against her
17 and her discharge from employment.

18 84. As a result of Defendant's conduct as alleged herein,
19 Plaintiff has been required to retain counsel to represent her.
20 Plaintiff is therefore entitled to an award based on her reasonable
21 attorneys' fees necessarily incurred in the preparation and
22 prosecution of this claim, under 42 U.S.C. § 1988.

23 **SECOND CAUSE OF ACTION**

24 (Tortious Discharge in Violation of Public Policy)

25 85. Plaintiff incorporates herein by reference all Paragraphs
26 of the General Allegations and First Cause of Action as though fully
27 set forth herein.

28 86. From 1981 to 1994, Plaintiff was employed by Defendants,

1 and each of them, as a sworn officer.

2 87. As herein alleged, Plaintiff constantly complained to her
3 supervisors of the ongoing sexual harassment.

4 88. The actions of defendants, and each of them, violated
5 California Government Code Sections 12900 et. seq., 42 U.S.C. 1983,
6 and the various administrative codes, statutes and regulations
7 promulgated thereunder.

8 89. As a proximate result of Plaintiff's conduct as described
9 above, and in violation of public policy, Defendants, and each of
10 them, retaliated against Plaintiff for complaining about the
11 harassment, the failure to promote her by reason of her sex, and the
12 resulting intolerable working conditions by terminating Plaintiff by
13 the method of fabricating criminal charges against her.

14 90. As a proximate result of Defendants' conduct, Plaintiff
15 has suffered harm, including lost earnings and other employment
16 benefits, humiliation, embarrassment and mental anguish, all to her
17 damage in an amount according to proof at the time of trial.

18 91. Defendants' conduct as described in this complaint was
19 malicious and was intended to oppress, humiliate, and denigrate
20 plaintiff and was totally without justification. Plaintiff further
21 alleges that the conduct of defendants in sexually harassing
22 plaintiff was done while defendants' employee was on duty and was
23 only possible due to defendants' employee's official status as
24 plaintiff's supervisor, and was related to his performance of his
25 official duties and was done in his capacity as a member of
26 defendant employers' personnel while acting pursuant to his official
27 duty, and interfered with plaintiff's abilities to perform her
28 duties. In doing the acts set forth above, Defendants and each of

1 them knew of the ongoing harassment. The advance knowledge and
2 conscious disregard of these actions by Defendants and each of them,
3 warrants the assessment of punitive damages.

4 92. Defendant CITY, and each of them, ratified the
5 aforementioned conduct of its employees by after learning of their
6 conduct toward Plaintiff, failing and refusing to discipline or
7 reprimand them.

8 **THIRD CAUSE OF ACTION**

9 (Breach of Implied Contract of Continued Employment)

10 93. Plaintiff incorporates herein by reference all Paragraphs
11 of the General Allegations and First and Second Causes of Action as
12 though fully set forth herein.

13 94. Plaintiff was employed by Defendants, and each of them,
14 for a period of approximately 14 years, and was assured that she
15 would not be terminated arbitrarily allowing Plaintiff to conclude
16 that Plaintiff and Defendants entered into an implied contract that
17 Plaintiff would not be discharged unless there was good cause to do
18 so.

19 95. Based on the oral representations of the defendants, and
20 each of them, Plaintiff had an employment contract with Defendants,
21 and each of them, that she would be employed by Defendants so long
22 as her performance was satisfactory, and that Defendants would not
23 discharge her without good and just cause.

24 96. The terms of the employment contract included, but were
25 not limited to the fact that Defendants would not discharge
26 Plaintiff without good and fair warning, based on objective,
27 reasonable job evaluations.

28 97. Plaintiff, at all times fulfilled her duties and

1 conditions under the contract and has been ready, willing and able
2 to continue performing them in a competent and satisfactory manner.

3 98. Notwithstanding the implied promise to terminate the
4 employment contract only for good cause, on or about August, 1994,
5 Defendants, and each of them, terminated Plaintiff's employment on
6 the alleged ground of alleged misconduct, even though Plaintiff knew
7 her termination was in retaliation for complaining of sexual
8 discrimination and filing a formal grievance.

9 99. Defendants' conduct as described in this complaint was
10 malicious and was intended to oppress, humiliate, and denigrate
11 plaintiff and was totally without justification. Plaintiff further
12 alleges that the conduct of defendants in sexually harassing
13 plaintiff was done while defendants' employee was on duty and was
14 only possible due to defendants' employee's official status as
15 plaintiff's supervisor, and was related to his performance of his
16 official duties and was done in his capacity as a member of
17 defendant employers' personnel while acting pursuant to his official
18 duty, and interfered with plaintiff's abilities to perform her
19 duties. In doing the acts set forth above, Defendants and each of
20 them knew of the ongoing harassment. The advance knowledge and
21 conscious disregard of these actions by Defendants and each of them,
22 warrants the assessment of punitive damages.

23 100. As a proximate result of Defendants breach of the implied
24 employment contract, Plaintiff has suffered and continues to suffer
25 losses in earnings and other employment benefits, all to her damage
26 in a sum according to proof at the time of trial.

27 **FOURTH CAUSE OF ACTION**

28 (Breach of Implied Covenant of Good Faith and Fair Dealing)

1 101. Plaintiff incorporates herein by reference all Paragraphs
2 of the General Allegations and First, Second and Third Causes of
3 Action as though fully set forth herein.

4 102. The employment agreement referred to above, contained an
5 implied covenant of good faith and fair dealing, which obligated
6 Defendants, and each of them, to perform the terms and conditions of
7 the agreement fairly and in good faith and to refrain from doing any
8 act that would prevent or impede Plaintiff from performing any or
9 all of the conditions of the contract that she agreed to perform, or
10 any act that would deprive Plaintiff of the benefits of the
11 contract.

12 103. Plaintiff was employed by Defendants, and each of them,
13 for a period of about 14 years, and was assured that she would not
14 be terminated arbitrarily allowing Plaintiff to conclude that
15 Plaintiff and Defendants entered into an implied contract that
16 Plaintiff would not be discharged unless there was good cause to do
17 so.

18 104. Plaintiff performed all the duties and conditions of the
19 employment agreement.

20 105. Defendants, and each of them, knew that Plaintiff had
21 fulfilled all her duties and conditions under the contract.

22 106. Defendants, and each of them, breached the implied
23 covenant of good faith and fair dealing under the employment
24 agreement by discharging Plaintiff intentionally, maliciously, and
25 without probable cause, in bad faith and for reasons extraneous to
26 the contract, because Plaintiff complained of sexual discrimination
27 and filed a formal grievance. In fact, Defendants, and each of
28 them, discharged Plaintiff, not because of alleged poor performance,

1 but because Plaintiff, in good faith and in reasonable, appropriate,
2 and businesslike manner, had attempted to correct grievances in a
3 lawful and acceptable manner. Such motives were retaliatory in
4 nature and extraneous to the employment relationship and were
5 intended to deprive Plaintiff of the benefits thereof.

6 107. As a proximate result of Defendants' breach of the implied
7 covenant of good faith and fair dealing, Plaintiff has suffered, and
8 continued to suffer, loss of employment benefits, to her damage in
9 an amount to be ascertained. As a further proximate result of
10 Defendants, and each of their breach of the implied covenant of good
11 faith and fair dealing, Plaintiff has incurred reasonable attorney
12 fees in attempting to secure the benefits owed her under the
13 employment contract.

14 108. Defendants' conduct as described in this complaint was
15 malicious and was intended to oppress, humiliate, and denigrate
16 plaintiff and was totally without justification. Plaintiff further
17 alleges that the conduct of defendants in sexually harassing
18 plaintiff was done while defendants' employee was on duty and was
19 only possible due to defendants' employee's official status as
20 plaintiff's supervisor, and was related to his performance of his
21 official duties and was done in his capacity as a member of
22 defendant employers' personnel while acting pursuant to his official
23 duty, and interfered with plaintiff's abilities to perform her
24 duties. In doing the acts set forth above, Defendants and each of
25 them knew of the ongoing harassment. The advance knowledge and
26 conscious disregard of these actions by Defendants and each of them,
27 warrants the assessment of punitive damages.

28 //

FIFTH CAUSE OF ACTION

(Unlawful Retaliation in Violation)

109. Plaintiff incorporates herein by reference all Paragraphs of the General Allegations and First, Second Third and Fourth Causes of Action as though fully set forth herein.

110. As a result of Plaintiff's filing of charges of discrimination on the basis of her gender, as hereinabove alleged, Defendants, and each of them, have engaged in the alleged conduct of refusing to promote her, wrongfully subjecting her to the described "sting" operation, and discharged her, as retaliation for her exercise of her rights under the law. As a direct result of Plaintiff's filing of charges, she has been the repeated target of retaliatory actions by said Defendants.

111. Defendants's retaliatory conduct was unlawful and in violation of Government Code Section 12940(f), which makes it unlawful for an employer to retaliate against an employee opposing the employer's unlawful employment discrimination and to retaliate against an employee because the employee has filed a charge against the employer under FEHA, and in violation of 42 U.S.C. §1983 which also makes such retaliation unlawful.

112. As a result of the aforesaid acts, Plaintiff as suffered lost pay and benefits, and general damages in the form of future pecuniary loss, emotional pain, suffering, inconvenience, mental anguish, loss of enjoyment of life, and other non-pecuniary losses in amounts according to proof.

113. Defendants' conduct as described in this complaint was malicious and was intended to oppress, humiliate, and denigrate plaintiff and was totally without justification. Plaintiff further

1 alleges that the conduct of defendants in sexually harassing
2 plaintiff was done while defendants' employee was on duty and was
3 only possible due to defendants' employee's official status as
4 plaintiff's supervisor, and was related to his performance of his
5 official duties and was done in his capacity as a member of
6 defendant employers' personnel while acting pursuant to his official
7 duty, and interfered with plaintiff's abilities to perform her
8 duties. In doing the acts set forth above, Defendants and each of
9 them knew of the ongoing harassment. The advance knowledge and
10 conscious disregard of these actions by Defendants and each of them,
11 warrants the assessment of punitive damages.

12 114. Based upon the foregoing, Plaintiff has no adequate remedy
13 at law. Plaintiff is suffering, and will continue to suffer great
14 and irreparable loss, damage and injury and is therefore compelled
15 to seek injunctive relief compelling defendant CITY to cease and
16 desist from all retaliatory conduct and return her to her rank of
17 sergeant with all accrued seniority and benefits as though the
18 wrongful, illegal and retaliatory conduct of CITY had not occurred.

19 **PRAYERS FOR RELIEF**

20 1. For special damages, compensatory damages, and general
21 damages against Defendants, and each of them, in an amount according
22 to proof, including lost earnings and other employee benefits, past
23 and future, costs of seeking other employment, and damages for
24 emotional distress, humiliation, and mental anguish;

25 2. For punitive damages against defendants in an amount
26 appropriate to punish defendants and deter others from engaging in
27 similar misconduct, according to proof;

28 3. For injunctive relief, including returning Plaintiff to

1 her employment with the CITY at the rank of sergeant, with all
2 accrued seniority and benefits from the date of her discharge, and
3 enjoining Defendants, and each of them, from further discriminatory
4 and retaliatory conduct against Plaintiff;

5 4. For costs and reasonable attorneys fees pursuant to 42
6 U.S.C. § 1988;

7 5. For prejudgment interest on all sums recovered; and

8 6. For such further relief as the court deems proper.

9 **JURY DEMAND**

10 Plaintiff hereby demands trial by jury.

11 DATED: April 23, 1996.

LAW OFFICES OF LAVOIE & JARMAN

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13 By: Robert L. Lavoie
14 Robert L. Lavoie
15 Attorneys for Christine Keers
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