

FILED  
3/16/2022 6:04 PM  
Nocona Soboleski, Clerk of Court  
Superior Court of the State of California  
County of Kings

1 Rachele Berglund, # 248614  
2 Fernando Garcia, # 343048  
3 HERR PEDERSEN & BERGLUND LLP  
4 Attorneys at Law  
5 100 Willow Plaza, Suite 300  
6 Visalia, California 93291  
7 Telephone: (559) 636-0200  
8  
9 Attorneys for Plaintiff, DARLENE MATA

 Deputy  
Sandra Tafolla

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **IN AND FOR THE COUNTY OF KINGS**

11 DARLENE MATA, an individual,  
12 Plaintiff,

Case No.: 22C-0077

13 v.

**COMPLAINT FOR DAMAGES:**

14 CITY OF HANFORD, a municipal  
15 corporation; ART BRIENO, an  
16 individual, FRANCISCO RAMIREZ,  
17 an individual; and DOES 1-50,  
18 inclusive,  
19 Defendants.

1. **Hostile Work Environment Harassment in Violation of Cal. Gov. Code § 12940, et seq.;**
2. **Hostile Work Environment Disability in Violation of Cal. Gov. Code § 12940, et seq.;**
3. **Discrimination on the Basis of Disability in Violation of Cal. Gov. Code § 12940, et seq.;**
4. **Discrimination on the Basis of Gender Cal. Gov. Code § 12940, et seq.;**
5. **Failure to Prevent Retaliation and Discrimination [Govt. Code § 12940(k)]**
6. **Unlawful Retaliation in Violation of FEHA [Gov. Code § 12940(h)]**
7. **Intrusion into Private Affairs;**
8. **Disclosure of Private Materials; and**
9. **False Light.**

**Jury Trial Demanded**

HERR PEDERSEN  
& BERGLUND  
Attorneys at Law  
100 Willow Plaza  
Suite 300  
Visalia, CA 93291  
(559) 636-0200

1 Plaintiff DARLENE MATA (“Plaintiff” or “MATA”) files this Complaint  
2 against Defendants, CITY OF HANFORD, ART BRIENO, an individual,  
3 FRANCISCO RAMIREZ, an individual, and DOES 1-50 (collectively  
4 “Defendants”) and hereby alleges as follows:

5 I. PARTIES

6 1. Plaintiff, DARLENE MATA, (“Plaintiff” or “MATA”) is an  
7 individual who resides in Tulare County, California. At all times relevant to  
8 this Complaint, Plaintiff was employed by Defendant, CITY OF HANFORD  
9 in Kings County, California.

10 2. At all times relevant to this Complaint, Plaintiff is or was  
11 employed by Defendant, CITY in its Planning Division of the Community  
12 Development Department as its Community Development Director.

13 3. Defendant, CITY, is a city located in Kings County, California.  
14 Plaintiff is informed and believes and thereon alleges that Defendant, CITY,  
15 is and at all times mentioned herein was and is, a municipal corporation  
16 organized and existing under the laws of the State of California.

17 4. Defendant ART BRIENO (“BRIENO”), is an individual believed  
18 to reside in Kings County, California at all times relevant herein. At all  
19 times mentioned herein, BRIENO was a duly elected Hanford City Council  
20 member. This action is brought against BRIENO as an individual in his  
21 official capacity.

22 5. Defendant FRANCISCO RAMIREZ (“RAMIREZ”), is an  
23 individual believed to reside in Kings County, California at all times  
24 relevant herein. At all times mentioned herein, RAMIREZ was a duly elected  
25 Hanford City Council member who served as the Mayor to the CITY OF  
26 HANFORD. This action is brought against RAMIREZ as an individual in his  
27 official capacity.

28 ///

1           6. Plaintiff does not know the true names and capacities Plaintiff  
2 does not know the true names and capacities of the Defendants sued  
3 herein as DOES 1 through 50, inclusive. Alternatively, such DOE  
4 Defendants are persons whose names and capacities are known, but about  
5 whom sufficient facts are not known to support the assertion by Plaintiff of  
6 a civil claim at this time. Plaintiff will amend this Complaint to state such  
7 fictitiously named Defendants' true names and capacities when  
8 ascertained.

9           7. Plaintiff is informed and believes and thereon alleges that all of  
10 the Defendants named herein are jointly and severally liable as the agents,  
11 principals, employers, employees, and/or co-conspirators of all other  
12 Defendants. All of the acts and conduct committed by each and every  
13 Defendant and described in this Complaint were duly authorized, ratified,  
14 ordered and/or directed by the Defendants, and/or participated in directly  
15 by the Defendants.

16    **II. JURISDICTION AND VENUE**

17           8. Plaintiff brings this action pursuant to and under the provision  
18 of state and federal anti-harassment, discrimination, invasion of privacy,  
19 and retaliation laws and other common and statutory laws.

20           9. Plaintiff is informed and believes, and thereon alleges, that  
21 most of the witnesses and evidence relevant to this case are located in  
22 Kings County, California.

23           10. Venue is proper in this Court, a Court of general jurisdiction  
24 because, among other reasons, the employment relationship between  
25 Plaintiff and Defendants arose and was performed in Kings County,  
26 California.

27           ///  
28           ///  
29

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**III. EXHAUSTION OF ADMINISTRATIVE REMEDIES**

11. On January 6, 2021, Plaintiff presented a claim to the City Council of CITY alleging, including, but not limited to, illegal harassment, gender discrimination, invasion of privacy, disclosure of confidential personnel information, retaliation and false light against Council Member Brieno.

12. On March 5, 2021, CITY issued a Notice of Claim Rejection (“Notice”) in response to Plaintiff’s complaint. A true and correct copy of the Notice of Claim Rejection is attached as Exhibit A.

13. On or about June 15, 2021, the Parties entered into an agreement in which they tolled any and all applicable statutes of limitation. A true and correct copy of the Tolling Agreement is attached as Exhibit B.

**IV. GENERAL FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

14. In or about July, 2014, Plaintiff was hired by CITY as the Community Development Director. MATA’s duties included providing management and oversight to planning, building, housing, code enforcement, economic development and cannabis divisions and projects. MATA has treated everyone with respect and professionalism, including individuals with no development or building experience.

15. MATA first made complaints in July 2019 regarding BRIENO’s illegal treatment of her. CITY failed to satisfy its legal obligation to take immediate and appropriate corrective action to stop and prevent the recurrence of the illegal conduct.

16. A year later, in July, 2020, BRIENO publicly admonished MATA for being “heavy handed.”

17. CITY’s City Attorney, on July 13, 2020, sent an email to BRIENO reminding him, “(i) statements of a personal nature [MATA’s

1 medical condition and job performance] should not be made about City  
2 staff at public meetings.”

3 18. Due to the illegal, intolerable and unhealthy workplace  
4 environment, MATA took a medical leave of absence in or about July, 2020  
5 and again in August, 2020. In November, 2020 and as a result of the harm  
6 due to Defendants’ illegal conduct, MATA commenced an extended medical  
7 leave of absence.

8 19. Following one full year of MATA’s objections to BRIENO’s  
9 conduct, and in or about September, 2020, CITY engaged an independent  
10 party (“Investigator”) to conduct an investigation of MATA’s complaints.

11 20. The Investigator issued a report, containing his findings and  
12 conclusions on November 25, 2020. The report was provided to MATA on  
13 January 6, 2021.

14 21. MATA made sixteen (16) discreet allegations against CITY and  
15 BRIENO. These allegations included severe and pervasive harassment  
16 based on gender; invasion of privacy; unlawful disclosure of confidential  
17 personnel information; unauthorized disclosure of medical records and  
18 retaliation.

19 22. The Investigator found fourteen (14) of the sixteen (16)  
20 allegations were confirmed and supported by the evidence.

21 23. The investigation concluded, among other things, that BRIENO  
22 told a former City Manager that MATA should be fired, and asked a City  
23 Manager candidate whether he would be willing to fire a Department Head.

24 24. CITY made no efforts to address the Investigator’s findings in  
25 any way until March 2021 – four months after it received the Investigator’s  
26 report.

27 25. BRIENO was censured at the March 2, 2021 Council meeting  
28 when it unanimously adopted Resolution No. 21-07-R, in which Council

1 receive[d] and accept[ed] the third party investigation.” The Resolution  
2 confirmed BRIENO unlawfully harassed, discriminated and retaliated  
3 against MATA; disclosed her confidential personnel information; and  
4 abused his position as a Council Member. The Resolution notes, “Council  
5 Member Brieno has shown no remorse for his actions and statements  
6 described herein.”

7 26. CITY made no attempts to contact MATA until April, 2021, and  
8 that was only to notify her she had exhausted her Family and Medical  
9 Leave Act (“FMLA”) time.

10 27. On June 15, 2021, just three months after the censure,  
11 RAMIREZ publicly requested BRIENO serve on a committee because,  
12 “honestly . . . I’m over that [referring to the censure].” And then RAMIREZ  
13 and BRIENO proceeded to undermine City Council’s prior unanimous  
14 censure, the investigative report and, ultimately, MATA.

15 28. Two weeks later, on June 29, 2021, RAMIREZ and BRIENO  
16 advocated for lifting certain portions of the censure, with BRIENO publicly  
17 stating it was “petty.”

18 29. As officers and agents of the CITY, BRIENO and RAMIREZ  
19 continue to undermine and discredit MATA and the neutral investigation.  
20 As recently as March 1, 2022 and during the open session of a City Council  
21 meeting, RAMIREZ requested an early reorganization of the City Council,  
22 presumably removing the current Mayor – an outspoken opponent of  
23 BRIENO’s illegal treatment of MATA – from her seat as Mayor. At this same  
24 open session meeting, BRIENO admitted his mistake was what he told to  
25 the neutral investigator. Specifically, “I never denied I made some mistakes  
26 in the things I said to the investigator that put this [the censure] on me.”

27 30. At all times herein mentioned, the Fair Employment Housing  
28 Act (“FEHA”), Government Code section 12940 et. Seq. was in full force and

1  
2 effect and was binding on Defendants.

3 31. At all times material to this matter, the CITY was an employer  
4 within the meaning of Government Code section 12900 *et seq.* and BRIENO  
5 and RAMIREZ were officers and agents of CITY. CITY is responsible for the  
6 acts and/or omissions of its officers, employees, agents and  
7 representatives.

8 32. At all times herein, MATA was an employee of CITY.

9 **FIRST CAUSE OF ACTION**

10 **HARASSMENT/HOSTILE WORK ENVIRONMENT BASED ON SEX**

11 **[Against all Defendants]**

12 33. Plaintiff reasserts and re-alleges each of the preceding  
13 paragraphs of this Complaint and incorporates them by reference as  
14 though set forth in full.

15 34. While employed by the CITY and over multiple objections,  
16 MATA was subjected to pervasive harassing conduct because of her gender.  
17 The conduct resulted in the work environment, both subjectively and  
18 objectively, to be hostile, intimidating, offensive, oppressive and abusive.

19 35. The harassing conduct includes, but is not limited to BRIENO  
20 stating, “. . . he did not trust a woman to hold the job Ms. Mata held; that a  
21 man was better suited for that job, and that he did not know how a woman  
22 got that job over a man.”

23 36. MATA considered the work environment to be hostile,  
24 intimidating, offensive, oppressive and abusive.

25 37. The conduct was perpetrated by Defendants.

26 38. Defendants knew or should have known such conduct was  
27 illegal and should have taken immediate and appropriate corrective action.  
28 They did not.

1 39. Defendants BRIENO and RAMIREZ, in particular and as  
2 officers of CITY acted with malice, oppression and fraud, and Plaintiff is  
3 entitled to punitive damages against said Defendants for such willful and  
4 malicious acts in an amount to be determined.

5 40. As a result of Defendants' conduct, MATA has been  
6 significantly damaged. MATA has suffered, and continues to suffer,  
7 humiliation, emotional distress, mental and physical pain and anguish,  
8 and other damages in an amount according to proof at trial.

9 41. Defendants' conduct was a substantial factor in causing  
10 MATA's harm.

11 **SECOND CAUSE OF ACTION**  
12 **HARASSMENT/HOSTILE WORK ENVIRONMENT BASED ON**  
13 **DISABILITY/PERCEIVED DISABILITY**  
14 **[Against all Defendants]**

15 42. Plaintiff reasserts and re-alleges each of the preceding  
16 paragraphs of this Complaint and incorporates them by reference as  
17 though set forth in full.

18 43. While employed by the CITY and over multiple objections,  
19 MATA was subjected to pervasive harassing conduct because of her  
20 disability and/or perceived disability. The conduct resulted in the work  
21 environment, both subjectively and objectively, to be hostile, intimidating,  
22 offensive, oppressive and abusive.

- 23 44. The harassing conduct includes, but is not limited to:
- 24 • BRIENO telling a non-CITY employee and an individual with
  - 25 no need-to-know basis, MATA "was on stress leave."
  - 26 • CITY admitted, in writing, "This man [BRIENO] is creating
  - 27 an atmosphere where she [MATA] can't even feel
  - 28 comfortable performing her daily duties."



1 45. On July 28, 2020, CITY's City Attorney sent an email to all  
2 Council Members, noting the legal implications of wrongfully disclosing  
3 medical information. This email was sent in reference to members  
4 "becoming aware of the recent medical leave of one of the City's senior staff  
5 members," MATA.

6 46. MATA considered the work environment to be hostile,  
7 intimidating, offensive, oppressive and abusive.

8 47. The conduct was perpetrated by Defendants.

9 48. Defendants knew or should have known such conduct was  
10 illegal and should have taken immediate and appropriate corrective action.  
11 They did not.

12 49. Defendants BRIENO and RAMIREZ in particular, and as  
13 officers of CITY, acted with malice, oppression and fraud, and Plaintiff is  
14 entitled to punitive damages against said Defendants for such willful and  
15 malicious acts in an amount to be determined.

16 50. As a result of Defendants' conduct, MATA has been  
17 significantly damaged. MATA has suffered, and continues to suffer,  
18 humiliation, emotional distress, mental and physical pain and anguish,  
19 and other damages in an amount according to proof at trial.

20 51. Defendants' conduct was a substantial factor in causing  
21 MATA's harm.

22 **THIRD CAUSE OF ACTION**

23 **DISCRIMINATION BASED ON DISABILITY**

24 **[Against all Defendants]**

25 52. Plaintiff reasserts and re-alleges each of the preceding  
26 paragraphs of this Complaint and incorporates them by reference as  
27 though set forth in full.

28 ///

1 53. Defendants were aware MATA suffered from a disability and/or  
2 perceived disability.

3 54. MATA was able to perform the essential job duties of her  
4 employment with reasonable accommodations.

5 55. During her employment with CITY and because of her  
6 disability and/or perceived disability, MATA was subjected to negative  
7 comments about her disability, high scrutiny of her work performance,  
8 false accusations of her work performance and/or motives, and other  
9 disparate treatment leading to the constructive termination of her  
10 employment.

11 56. MATA's history of her disability was a substantial motivating  
12 reason for the Defendants' discriminatory actions against MATA.

13 57. Defendants BRIENO and RAMIREZ, in particular and as  
14 officers of CITY acted with malice, oppression, and fraud, and Plaintiff is  
15 entitled to punitive damages against Defendants for such willful and  
16 malicious acts in an amount to be determined.

17 58. As a result of Defendants' discriminatory conduct, MATA has  
18 suffered, and continues to suffer, humiliation, emotional distress, mental  
19 and physical pain and anguish, and other damages in an amount  
20 according to proof at trial

21 59. Defendants' conduct was a substantial factor in causing  
22 MATA's harm.

23 **FOURTH CAUSE OF ACTION**  
24 **DISCRIMINATION BASED ON GENDER**  
25 **[Against all Defendants]**

26 60. Plaintiff reasserts and re-alleges each of the preceding  
27 paragraphs of this Complaint and incorporates them by reference as  
28 though set forth in full.

1 61. During her employment with CITY and because of her gender,  
2 MATA was subjected to misogynistic comments and had her job  
3 performance criticized “because” of her gender, leading to her constructive  
4 termination of employment.

5 62. Defendants BRIENO and RAMIREZ, in particular and as  
6 officers of CITY, acted with malice, oppression and fraud, and Plaintiff is  
7 entitled to punitive damages against said Defendants for such willful and  
8 malicious acts in an amount to be determined.

9 63. As a result of Defendants’ discriminatory conduct, MATA has  
10 suffered, and continues to suffer, humiliation, emotional distress, mental  
11 and physical pain and anguish, and other damages in an amount  
12 according to proof at trial

13 64. Defendants’ conduct was a substantial factor in causing  
14 MATA’s harm.

15 **FIFTH CAUSE OF ACTION**

16 **FAILURE TO PREVENT DISCRIMINATION AND HARASSMENT**

17 **[Against all Defendants]**

18 65. Plaintiff reasserts and re-alleges each of the preceding  
19 paragraphs of this Complaint and incorporates them by reference as  
20 though set forth in full.

21 66. While employed by CITY, MATA was subjected to  
22 discriminatory and harassing conduct in the course of her employment  
23 with CITY.

24 67. Despite MATA’s repeated complaints, Defendants failed to take  
25 all reasonable steps to prevent the harassment, discrimination and  
26 retaliation.

27 68. Defendants BRIENO and RAMIREZ, in particular and as  
28 officers of CITY, acted with malice, oppression and fraud, and Plaintiff is

1 entitled to punitive damages against said Defendants for such willful and  
2 malicious acts in an amount to be determined.

3 69. As a result of Defendants' failure, MATA has suffered, and  
4 continues to suffer, humiliation, emotional distress, mental and physical  
5 pain and anguish, and other damages in an amount according to proof at  
6 trial

7 70. Defendants' failure to take all reasonable steps to prevent the  
8 unlawful conduct was a substantial factor in causing MATA's harm.

9 **SIXTH CAUSE OF ACTION**

10 **RETALIATION IN VIOLATION OF FEHA AND PUBLIC POLICY**

11 **[Against all Defendant]**

12 71. Plaintiff reasserts and re-alleges each of the preceding  
13 paragraphs of this Complaint and incorporates them by reference as  
14 though set forth in full.

15 72. During her employment with CITY, MATA lodged complaints,  
16 which is a protected activity, with CITY about Defendants harassing and  
17 discriminatory conduct.

18 73. During her employment with CITY and because of the  
19 pervasive harassment and discrimination experienced at work, MATA  
20 requested a brief leave of absence to accommodate her disability/perceived  
21 disability, which is a protected activity.

22 74. MATA was subjected to negative comments about her  
23 disability, high scrutiny of her work performance, false accusations of her  
24 work performance and/or motives, and other retaliatory treatment.

25 75. Defendants' acts were motivated, at least in part, by MATA's  
26 protected activities.

27 76. Defendants' acts would likely have deterred a person of  
28 ordinary firmness from engaging in the protected activity.

1 77. Defendants BRIENO and RAMIREZ, in particular and as  
2 officers of CITY, acted with malice, oppression and fraud, and Plaintiff is  
3 entitled to punitive damages against said Defendants for such willful and  
4 malicious acts in an amount to be determined.

5 78. As a result of Defendants' conduct, MATA has suffered, and  
6 continues to suffer, humiliation, emotional distress, mental and physical  
7 pain and anguish, and other damages in an amount according to proof at  
8 trial.

9 **SEVENTH CAUSE OF ACTION**  
10 **INTRUSION INTO PRIVATE AFFAIRS**  
11 **[Against Defendant BRIENO]**

12 79. Plaintiff reasserts and re-alleges each of the preceding  
13 paragraphs of this Complaint and incorporates them by reference as  
14 though set forth in full.

15 80. MATA had a reasonable expectation of privacy in the  
16 confidential information concerning her health and/or disability and the  
17 need for a leave of absence, when it was relayed to CITY.

18 81. BRIENO intentionally intruded against MATA's expectation of  
19 privacy by obtaining and disclosing to others not privileged to know the  
20 information, confidential health information he obtained as an officer of  
21 CITY.

22 82. MATA had a reasonable expectation of privacy with respect to  
23 her personnel matters.

24 83. BRIENO intentionally intruded against MATA's expectation of  
25 privacy by obtaining and disclosing confidential personnel information to  
26 others not privileged to know, information he obtained as an officer of CITY.

27 84. BRIENO's intrusion into MATA's privileged and confidential  
28 information related to her job performance, job status, health and disability

1 would be highly offensive to a reasonable person.

2 85. BRIENO, as an officer of CITY, acted with malice, oppression  
3 and fraud, and Plaintiff is entitled to punitive damages against BRIENO for  
4 such willful and malicious acts in an amount to be determined.

5 86. As a result of BRIENO's intrusion into MATA's confidential and  
6 privileged matters, MATA has suffered, and continues to suffer,  
7 humiliation, emotional distress, mental and physical pain and anguish,  
8 and other damages in an amount according to proof at trial.

9 87. BRIENO'S conduct was a substantial factor in causing MATA's  
10 harm.

11 **EIGHTH CAUSE OF ACTION**  
12 **PUBLIC DISCLOSURE OF PRIVATE FACTS**  
13 **[Against Defendant BRIENO]**

14 88. Plaintiff reasserts and re-alleges each of the preceding  
15 paragraphs of this Complaint and incorporates them by reference as  
16 though set forth in full.

17 89. CITY and its officers, employees, agents and representatives  
18 were privy to privileged and confidential information related to MATA's  
19 health, disability and job performance.

20 90. BRIENO intentionally intruded against MATA's expectation of  
21 privacy by obtaining and disclosing to others not privileged to know the  
22 information, information he obtained as an officer of CITY.

23 91. BRIENO's publication of MATA's privileged and confidential  
24 information would be highly offensive to a reasonable person.

25 92. BREINO knew, or acted with reckless disregard of the fact, that  
26 a reasonable person in MATA's position would consider the publicity highly  
27 offensive.

28 93. The private information BRIENO publicized about MATA was

1 not of legitimate public concern.

2 94. BRIENO, as an officer of CITY, acted with malice, oppression  
3 and fraud, and Plaintiff is entitled to punitive damages against BRIENO for  
4 such willful and malicious acts in an amount to be determined.

5 95. As a result of BRIENO's conduct, MATA has suffered, and  
6 continues to suffer, humiliation, emotional distress, mental and physical  
7 pain and anguish, and other damages in an amount according to proof at  
8 trial.

9 96. BRIENO'S conduct was a substantial factor in causing MATA's  
10 harm.

11 **NINTH CAUSE OF ACTION**

12 **FALSE LIGHT**

13 **[Against Defendants BRIENO and RAMIREZ]**

14 97. Plaintiff reasserts and re-alleges each of the preceding  
15 paragraphs of this Complaint and incorporates them by reference as  
16 though set forth in full.

17 98. BRIENO and RAMIREZ publicly disclosed information that  
18 showed MATA in a false light.

19 99. The false light created by the disclosure would be highly  
20 offensive to a reasonable person in MATA's position.

21 100. There is clear and convincing evidence that BRIENO and  
22 RAMIREZ knew the disclosure would create a false impression about MATA  
23 or acted with reckless disregard for the truth.

24 101. BRIENO and RAMIREZ, as officers of CITY, acted with malice,  
25 oppression and fraud, and Plaintiff is entitled to punitive damages against  
26 said Defendants for such willful and malicious acts in an amount to be  
27 determined.

28 102. As a result of BRIENO's and RAMIREZ's disclosure of MATA's

1 privileged and confidential information, MATA has suffered harm to her  
2 profession, and continues to suffer, humiliation, emotional distress, mental  
3 and physical pain and anguish, and other damages in an amount  
4 according to proof at trial.

5 103. BRIENO's and RAMIREZ's conduct was a substantial factor in  
6 causing MATA's harm.

7 **JURY DEMAND**


8 PLAINTIFF demands trial by jury.

9 **WHEREFORE**, PLAINTIFF prays for judgment as follows:

- 10 1. For loss of earnings, wages, salary, and other valuable
- 11 employment benefits, in an amount according to proof;
- 12 2. For loss of future earnings and future benefits, in an amount
- 13 according to proof;
- 14 3. For prejudgment interest;
- 15 4. For costs of suit, including reasonable attorney fees and other
- 16 costs incurred to establish her claim against Defendants, in an
- 17 amount according to proof;
- 18 5. For consequential damages;
- 19 6. For general damages;
- 20 7. For punitive damages against Defendants BRIENO and
- 21 RAMIREZ; and
- 22 8. For such other and further relief as the Court may deem just and
- 23 proper.

24 Dated: March 16, 2022

HERR PEDERSEN & BERGLUND LLP

25  
26  
27 By:   
28 RACHELE BERGLUND  
Attorney for Plaintiff,  
DARLENE MATA



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**INDEX OF EXHIBITS**

<u>DESCRIPTION</u>	<u>LOCATION</u>	<u>PAGE NO.</u>
Notice of Claim Rejection	<b>Exhibit A</b> to COMPLAINT FOR DAMAGES	Page 18-19
Tolling Agreement	<b>Exhibit B</b> COMPLAINT-FOR DAMAGES	Page 20-22

# **Exhibit A**

**CITY OF HANFORD  
NOTICE OF CLAIM REJECTION**

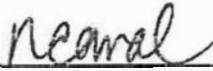
Notice is hereby given that the claim that you presented to the City Council of the City of Hanford on January 6, 2021 has been rejected on February 16, 2021.

**WARNING**

Subject to certain exceptions, you have only six (6) months from the date this notice was personally delivered or deposited in the mail to file a court action on this claim. See Government Code Section 945.6. You may seek the advice of an attorney of your choice in connection with this matter. If you desire to consult an attorney, you should do so immediately.

Please also be advised that, pursuant to Sections 128.5 and 1038 of the California Code of Civil Procedure, the City will seek to recover all costs of defense in the event an action is filed in the matter and it is determined that the action was not brought in good faith and with reasonable cause.

DATED: March 5, 2021

  
\_\_\_\_\_  
Natalie Corral  
City Clerk

RE: Darlene R. Mata, Community Development Director  
Confidential Settlement Demand  
California Tort Claim Submission

---

**AFFIDAVIT OF SERVICE BY MAIL**

State of California)  
County of Kings ) ss  
City of Hanford )

I, Natalie Corral, under penalty of perjury state as follows:

I am a citizen of the United States and a resident of the County of Kings, State of California. I am over the age of 18 years. I am the City Clerk of the City of Hanford, and my business address is City Hall, 319 N. Douy Street, Hanford, CA 93230.

I served the foregoing Notice by depositing a true copy thereof in the United States mail in Hanford, State of California, on March 5<sup>th</sup>, 2021, and enclosed in a sealed envelope, with the postage thereon fully prepaid and addressed as follows:

**Herr Pedersen Berglund Attorneys at Law LLP**  
100 Willow Plaza, Suite 300  
Visalia, CA 93291

Dated at Hanford, California this 5<sup>th</sup> day of March 2021.

  
\_\_\_\_\_  
Natalie Corral  
City Clerk

Notice of Rejection

# **Exhibit B**

**JOINT AGREEMENT**

This Tolling Agreement ("Agreement") is made effective this 15 day of June, 2021 ("Effective Date") by and between Darlene Matis ("Matis") and the City of Hanford (the "City"), collectively referred to as the "Parties."

**DETAILS**

WHEREAS, Matis filed a Claim for Damages against the City under the provisions of 910 et seq. of the California Government Code on January 6, 2021 demanding damages in excess of twenty-five thousand dollars (\$25,000.00);

WHEREAS, the City rejected the claims submitted by Matis on March 5, 2021, contending that a formal complaint would have to be filed on or before September 5, 2021;

WHEREAS, the Parties wish to explore the possibility of early informal resolution without the diversion or additional cost to litigation;



NOW THEREFORE, in consideration and mutual agreement hereinafter set forth, and for valuable consideration, the parties and successors of which is hereby acknowledged, the Parties to this Tolling Agreement agree as follows:

**AGREEMENT**

1. Pursuant to California Code of Civil Procedure Section 360.5, the Parties hereby extend and/or toll any applicable statute of limitations which, without this Agreement, may otherwise expire. The Tolling period shall commence on the Effective Date and shall expire thirty (30) days after written notice by either party.
2. The Parties agree that this Agreement shall have no effect upon claims or causes of action for which the applicable statute of limitations has already expired.
3. This Agreement may not be altered or amended except by written agreement executed by the Parties. The Parties hereby agree that the terms of this Agreement have not been changed, modified or expanded by any oral agreement or representations entered into by the Parties prior to the execution of this Agreement.
4. The Parties hereby acknowledge that they have, initially, and through their respective counsel, participated in the preparation of this Agreement, and it is understood that no provision shall be construed against any party hereto by reason of either party having drafted or prepared this Agreement.
5. This Agreement may be extended in one (1) or more original facsimile or electronic counterparts, and each shall be deemed an original. Also, initials together shall constitute one (1) and the same instrument.
6. Nothing in this Agreement shall be construed as an admission or denial by any of the Parties as to the merits of the claims against each other, if any, or the merits of defenses to any of each other's claims, if any.
7. If any term of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement shall nonetheless remain in full force and effect.
8. The Parties represent that each individual signing this Agreement on behalf of them or his or herself separately, has the authority to sign on behalf of the individual or entity.


CITY

MATIS

By:  By:   
 Darlene Matis Patricia Matis  
 City Manager, City of Hanford

APPROVED AS TO FORM:

GRISWOLD, LASALLE, COBB, DOWD  
& GRI, LLP

By:   
Mario U. Vasquez  
City Attorney for City of Hanford

HERN, PEDERSON & BERGLUND, LLP

By:   
Rachelle Berglund  
Attorney for Duchene Meats

Page 1 of 2

RECEIVED

**3/22/2022**

GRISWOLD, LASALLE,  
COBB, DOWD & GIN