

1 LAW OFFICES OF HELENA S. WISE
HELENA S. WISE, Bar No. 91163
2 16654 Soledad Canyon Road, #529
Canyon Country, California 91387

3 Telephone: (818) 843-8086
4 Lawofficesofhelenaswise@earthlink.net

5 Attorney for Plaintiff FRANK HOYOS

6
7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 FOR THE COUNTY OF RIVERSIDE

9 FRANK HOYOS,

10 Plaintiff,

11 v.

12 CITY OF RIVERSIDE, a municipal entity, and its
POLICE DEPARTMENT; POLICE CHIEF
13 LARRY GONZALEZ, DEPUTY CHIEF BRUCE
14 BLOMDAHL and SERGEANTS MATT LACKEY
and BRIAN SMITH, as individuals; and DOE
15 DEFENDANTS 1-10,

16 Defendants.

CASE NO.: CVRI2201332

COMPLAINT FOR DAMAGES

1) TO REDRESS UNLAWFUL
HARASSMENT AND ABUSIVE WORKING
CONDITIONS

2) TO REDRESS UNLAWFUL
WHISTLEBLOWER RETALIATION

3) TO REDRESS NATIONAL ORIGIN
DISCRIMINATION

4) TO REDRESS DISCRIMINATION DUE TO
ASSOCIATION

5) TO REDRESS UNLAWFUL DFEH-
RETALIATION

6) TO REDRESS FAILURE TO PREVENT
DISCRIMINATION AND RETALIATION

DEMAND FOR JURY TRIAL

17
18
19
20
21
22
23
24 Plaintiff FRANK HOYOS alleges as follows:

25 1. Plaintiff FRANK HOYOS ("HOYOS"), Hispanic, was hired on as a member
26 of law enforcement by the CITY OF RIVERSIDE and its POLICE DEPARTMENT in 2001, shortly
27 after HOYOS finished his tour of duty as a Marine. Since then, HOYOS has worked Patrol, was an
28

1 active member of the SWAT Team for many years, ran the Shooting Range and Firearms Training
2 Unit and was finally selected as the Auto Theft Sergeant in June of 2020. For reasons noted herein,
3 HOYOS firmly believes his previous and continuing complaints about unfair promotional practices
4 and the unequal distribution of overtime and backfill assignments to certain Caucasian members of
5 the Department, and HOYOS' whistleblowing activities about the compromising of criminal
6 investigations by his superior officers in February 2021, despite the mandates of Penal Code 148, has
7 irreversibly damaged HOYOS future career opportunities within the Department, while exposing
8 HOYOS to hatred and alienation over an extended period of time within the POLICE
9 DEPARTMENT.

10 2. The CITY OF RIVERSIDE, a government entity whose primary offices are
11 located at 3900 Main Street, Riverside, California 92522, within this judicial district, and its POLICE
12 DEPARTMENT is an Employer operating various offices which provide services to residents of the
13 CITY OF RIVERSIDE, including law enforcement.

14 3. POLICE CHIEF LARRY GONZALEZ is sued herein for openly placing
15 HOYOS in harm's way, including by tolerating, subjecting and encouraging an abusive and hostile
16 working environment to be directed at HOYOS because HOYOS had not only internally complained
17 that GONZALEZ and his DEPUTY CHIEF BRUCE BLOMDAHL had for personal reasons
18 compromised a criminal investigation, but also dared to complain that disciplinary and promotional
19 decisions, as well as compensatory assignments were being allotted by the GONZALEZ'
20 Administration to favor certain Caucasian/Non-Hispanic employees, on other than an equal
21 opportunity basis.

22 4. DEPUTY CHIEF BRUCE BLOMDAHL, Caucasian, is sued herein for openly
23 placing HOYOS in harm's way, including by tolerating, subjecting and encouraging an abusive and
24 hostile working environment to be directed at HOYOS because HOYOS had not only internally
25 complained that GONZALEZ and BLOMDAHL had for personal reasons compromised a criminal
26 investigation, but also dared to complain that disciplinary and promotional decisions, as well as
27 compensatory assignments were being allotted by the GONZALEZ' Administration to favor certain
28 Caucasian/Non-Hispanic employees, on other than an equal opportunity basis.

1 2016, HOYOS was reassigned and ultimately placed in charge of the Shooting Range and Firearms
2 Training Unit. In December 2019, HOYOS was selected for promotion to Sergeant and was
3 ultimately placed in charge of the Auto Theft Unit in June 2020.

4 9. While working with the Narcotics Unit several years before, HOYOS became
5 aware of actions on the part of MATT LACKEY, Caucasian, that in the opinion of HOYOS and
6 others assigned to said team, including detectives Senon Saldana, Carl Turner and Mario Dorado,
7 compromised criminal investigations and even threatened the livelihood and wellbeing of at least
8 one complaining member of the RPD and his family, namely Jeff Spencer. After complaining
9 about these matters, Spencer was thereafter promoted to Sergeant and more recently to
10 Lieutenant, while LACKEY remained in the good graces of the leadership of the POLICE
11 DEPARTMENT as evidenced by his promotion to Sergeant as well. However, because of a federal
12 investigation, the Narcotics Unit was disbanded, and LACKEY was then reassigned to a different
13 investigative unit as a detective.

14 **Discriminatory Treatment of Hispanic Officers**

15 10. At the beginning of 2020, HOYOS after learning that he too was being promoted
16 to Sergeant soon discovered that LACKEY, now serving as a Patrol Sergeant, refused to train
17 HOYOS once HOYOS was selected for Sergeant in 2019. Because HOYOS assisted in training his
18 replacement on the Firing Range, namely Sergeant ANDY LEYVA, also Hispanic, HOYOS
19 quickly learned that neither LACKEY nor his close confidante, Sergeant BRIAN SMITH, also
20 Caucasian and the then Union President, liked LEYVA or anyone who associated with him.

21 11. HOYOS alleges and believes that LACKEY and SMITH have for years,
22 benefitted from favoritism within the Department, not only with respect to the positions they held
23 and were to hold, but their receipt of additional compensation more than double that of most of
24 their peers who are primarily Hispanic or African American. As noted in *Transparent*
25 *California.com*, both Sgt. Lackey and Sgt. Smith have garnered the lion share of overtime
26 stemming, either from backfilling Sergeant Shift vacancies, having supervisors with trainees
27 assigned to them, or in the case of Smith, because of alleged Union duties. HOYOS' believes this
28 has occurred to the exclusion of other Sergeants and especially minority members of the

1 Department.

2 12. After HOYOS was reassigned to training as a Sergeant, LEYVA became the FTO
3 Sergeant and also assumed HOYOS responsibilities on the Shooting Range and Firearms Training
4 Unit. Leading up to same, SMITH issued a memorandum encouraging Sergeants to not apply for
5 the FTO position, but LEYVA did anyway, much to LACKEY and SMITH's economic chagrin.
6 As the FTO Sergeant, LEYVA soon confirmed and then revealed to HOYOS how LACKEY and
7 SMITH were able to manipulate the training and backfill systems so that other employees, primarily
8 Hispanic and African American, would not be given the opportunity to receive additional
9 remuneration for fulfilling these duties. HOYOS encouraged LEYVA to seek to rectify the matter
10 internally and LEYVA then wrote a memorandum concerning the manner in which LACKEY and
11 SMITH, both Caucasian, were taking advantage of their positions and signing up for all upcoming
12 shifts that others would be missing, thereby reducing if not eliminating completely shifts for other
13 officers to backfill on. On at least one occasion, when Sergeant William Outlaw, African
14 American, had managed to sign up for a backfill, LACKEY and SMITH caused the system to be
15 changed again so that Sergeant Outlaw would be removed and not given the backfill.

16 13. Once LIEUTENANT CHAD MILBY, in charge of Field Operations, and
17 CAPTAIN ERIC CHARRETTE learned of LEYVA's intentions to send a memorandum to the City
18 Manager in these regards, CHARRETTE finally stepped up and agreed to rectify the situation by
19 insisting that all officers have an equal opportunity to work backfills and receive overtime. In
20 close proximity, LACKEY and SMITH quickly accused HOYOS of writing the memorandum.

21 14. Although Captain Eric Charrette promised to correct the Backfill problem in
22 April 2020, Charrette's subsequent departure from the Department at the end of 2020, after
23 allegations of improper behavior towards the motorcycle detail surfaced, has since resulted in
24 reversal of the written plan to provide everyone with an equal opportunity to earn overtime.
25 Although Telestaff was supposed to permit staff to equitably sign-up for positions, the effect of
26 same has been greatly diminished since LACKEY and SMITH had already signed up, months in
27 advance, for anticipated backfills. Additionally, their colleagues, primarily Caucasian, then started
28 giving advance warning of backfill opportunities directly to LACKEY and SMITH, thus removing
these assignments from

1 consideration and placement on the Telestaff List where all could compete equally against
2 LACKEY and SMITH, or their chosen Caucasian cohorts. HOYOS is informed and believes that
3 by circumventing the Backfill List, many of the same Hispanic and African American officers who
4 have sought to work overtime, including Sergeants Leyva, Outlaw and Brandy Merrill, have been
5 bypassed more frequently than LACKEY and SMITH.

6 15. Nonetheless, HOYOS alleges that the threatened loss of overtime from backfills
7 and the inability of LACKEY and SMITH to regularly cash in on banked time over 400 hours, as
8 they had been doing, caused LACKEY and SMITH to quickly join forces to harass and retaliate
9 against HOYOS. Both actively labeled HOYOS a “rat” and caused senior officers to stop
10 associating with HOYOS, while encouraging Sergeant Jimmy Simons to try and enlist HOYOS in
11 a fight with boxing gloves. HOYOS is informed that the DEPARTMENT has also monitored
12 HOYOS whereabouts and who he is speaking with.

13 16. Because of same, HOYOS in turn advised LEYVA that he would raise issues
14 about this discriminatory treatment with POLICE CHIEF LARRY GONZALEZ. However,
15 HOYOS discussions with CHIEF GONZALEZ in these regards have fallen on deaf ears, in all
16 likelihood because HOYOS was now being targeted by LACKEY and his cohorts for internally
17 reporting that a criminal investigation involving a string of car burglaries HOYOS unit was
18 working on had been compromised at the beginning of February 2021.

19 **Compromising of Criminal Investigation**

20 17. Commencing in mid-January 2021, a spike in vehicle burglaries in an affluent
21 area of the City of Riverside was reported to the Police Department, often with Ring App footage
22 capturing the suspect on video. Thereafter the Detective Unit headed up by HOYOS set about to
23 identify the suspect and in turn Detective Ronnie Knoffloch matched the subject as one on felony
24 probation. Thereafter HOYOS revealed to upper-level management that an operation had been set
25 up to conduct surveillance in the area of the burglaries with a team of undercover officers, marked
26 units and HOYOS, to not only catch the offender engaged in the act of burglaries, but to recover
27 stolen possessions as well. At that time, Sgt. Hoyos revealed that the focus of the undercover
28 operations was the brother of a Major League Baseball (MLB) player who along with his family
grew up in Riverside.

1 18. Upon being alerted to same, DEPUTY CHIEF BLOMDAHL elected to become
2 personally enmeshed in this dispute, as did POLICE CHIEF GONZALEZ who himself was a
3 former MLB player for the Dodgers. In the case of Blomdahl, Sgt. Hoyos was advised by internal
4 correspondence authored by Blomdahl that Blomdahl's nephew is married to a cousin of the
5 suspect's family. Blomdahl and his superior then agreed to contact retired Sgt. Ron Whitt,
6 Caucasian, to make it possible for the suspect to surrender. In turn the Detective Unit was directed
7 to make contact with the suspect, a convicted thief who by then had already been given the private
8 telephone number of one of Sgt. Hoyos' detectives to facilitate the suspect's surrender. Although
9 criminal laws and RPD policies prohibit tipping off criminal suspects, let alone interfering with
10 criminal investigations, herein the Administration, including DEPUTY CHIEF BRUCE
11 BLOMDAHL, Caucasian, purportedly at the behest of GONZALEZ, caused a known felon to be
12 advised that he should turn himself in since a probation search was about to be conducted at his
13 residence. Although it has been opined that the upper echelon of the RPD did not bear any ill
14 intent when doing as note, Sgt. Hoyos stood steadfast, particularly in light of Penal Code mandates
15 and RPD policies and practices in these regards. HOYOS has reason to believe that other
16 investigations have been compromised by the same Administration, to the detriment of the public
17 and the integrity of law enforcement.

18 19. By their actions, GONZALEZ and BLOMDAHL compromised the subject
19 investigation and in turn a known felon was given ample opportunity to dispose of items including
20 laptops and/or credit cards that were retrieved during the vehicle burglaries in question.
21 Immediately upon learning that the undercover operation was compromised and in turn RPD
22 policies and Penal Code provisions prohibiting unlawful interference with a criminal investigation
23 were violated by both current and former law enforcement, HOYOS reported same to his superiors
24 and Internal Affairs.

25 20. Although an investigation was subsequently launched by Integrity Investigative
26 and Compliance Services, even the confidentiality of that investigation was deliberately
27 compromised. In turn the Detective Unit headed up by HOYOS has experienced an extremely
28 hostile and offensive work environment practically mirroring the abusive working conditions Sgt.
Andrew Leyva, a Training Sergeant, as well as members of the Narcotics detail now serving as

1 detectives in Hoyos' Unit were previously subjected to for engaging in whistleblowing activities
2 over an extended period of time. In most instances, the common denominator utilized to effectuate
3 retribution towards those who dared to shed light on unlawful activities within the Department has
4 been LACKEY and SMITH and their Caucasian confidantes, including SERGEANT JIM SIMONS
5 and SERGEANT BILLY ZACKOWSKI.

6 **Retribution and Harassment Unfolds**

7 21. HOYOS alleges that the details of the botched undercover operations and the role
8 of HOYOS' superiors who were responsible for compromising same was deliberately leaked to
9 Sgt. Lackey, knowing full well that LACKEY has a documented history of threatening his peers
10 and others who dared to question unlawful police and employment practices, let alone brought any
11 negative attention to RPD's current administration. HOYOS alleges that the Department has been
12 placed on notice on several occasions that any officer who has dared to cross Lackey's path, let
13 alone questioned his blind support for management, has been quickly labeled as a "rat", with not
14 only Hoyos but also Sgt. Leyva in the Training Unit as well as Lackey's former Narcotics
15 detectives assigned to Hoyos' Unit so labeled. Meanwhile Sgt. SMITH has taken great pride in
16 maintaining a trophy case wherein he proudly displayed officer insignia for those Smith and others
17 have succeeded in removing from the Department, despite the dual role Smith played as the head of
18 the Union. HOYOS has reason to believe that SMITH and LACKEY have in tandem with other
19 Caucasian superiors targeted Hispanics and other minorities, including in some cases causing said
20 employees to be fired. Meanwhile, non-Hispanic officers accused of wrongdoing have been spared
21 of firing and in fact received lesser punishment, including demotions that were quickly rescinded.
22 For instance, LIEUTENANT CHAD MILBY received a shortlived demotion to Sergeant for
23 driving a CITY vehicle while intoxicated and then leaving the scene after he became involved in an
24 vehicular accident in 2017. Sergeant Jimmy Simons who also sent disturbing and threatening
25 messages to HOYOS, was shortly thereafter arrested for brandishing a firearm in a public place,
26 while off duty, but the charges were then dropped. SIMONS too remains a member of the POLICE
27 DEPARTMENT.

28 22. LACKEY and SMITH have also benefitted from favoritism within the
Department, including relative to the positions they have been given by GONZALEZ and

1 BLOMDAHL. For instance, LACKEY was rewarded with assignment to the *Sherman E. Block*
2 *Supervisory Leadership Institute*, viewed by law enforcement as a steppingstone to higher level
3 positions within the Department. Once HOYOS' complained of LACKEY's preferential receipt of
4 standby pay, LACKEY and SMITH since were allowed to hold collateral K-9 position that others
5 in the Department, including HOYOS, were denied the opportunity to compete for. This has
6 occurred despite revelations that when Lackey has insisted on assuming K-9 duty in the past,
7 Lackey has failed to perform the duties for which he has been compensated.

8 23. In close proximity to LACKEY ensuring that he receive an additional 5% stipend
9 that was PERS eligible, LACKEY then tried to muscle K-9 officer, EMILIO ANGULO, Hispanic,
10 into giving up his overtime assignment on a dog training shift. Although ANGULO refused to
11 forfeit his overtime training assignment, LACKEY devised a different route for obtaining same,
12 even though the dogs handled by LACKEY and ANGULO were not eligible for the same training.
13 Disgusted over LACKEY's antics and dishonesty, ANGULO then went to the Motor Unit. When
14 the vacancy created by ANGULO's departure occurred, HOYOS was not even allowed to apply,
15 since management restricted the assignment to personnel in Field Operations. Thus, K-9 positions
16 were deliberately reserved for LACKEY and as of August 2021, for SMITH and eventually BILLY
17 ZACKOWSKI, also Caucasian, at the beginning of 2022, even though other candidates including
18 LEYVA as well as former K-9 officers DARYL HILL and KEVIN FEIMER, had superior skills to
19 hold said positions. Meanwhile, LACKEY has since been rewarded yet again, with appointment to
20 the Homicide Unit, despite its close proximity to HOYOS' office on Magnolia Street.

21 24. Additional efforts to soil HOYOS' reputation and to isolate HOYOS have also
22 been undertaken, with Deputy Chief BLOMDAHL who was directly involved in the compromising
23 of the criminal investigation in February 2021 if not others as well, informing HOYOS' superiors
24 in a command staff meeting at the end of June 2021 of Hoyos' complaints in these regards, even
25 though the details were supposed to be kept confidential, including due to pending investigations.
26 HOYOS is informed and believes that DEPUTY CHIEF BLOMDAHL concluded his remarks at
27 the Command Staff Meeting by stating that management would weather the storm and overcome
28 any obstacles that Hoyos' has caused. By so doing, Deputy Chief Blomdahl has polarized
personnel against Hoyos even further.

1 25. Contemporaneously, the POLICE DEPARTMENT deliberately enmeshed
2 HOYOS in a use of excess force case involving a female member of HOYOS' unit who was
3 assigned to "Mall duty". Typically, such an investigation would be handled by Internal Affairs.
4 When HOYOS learned that the employee while a recruit in the Academy had a close relationship
5 with the superior staff member in charge of the Academy, namely LT. MILBY, HOYOS
6 immediately reported the matter to his superior. HOYOS was then approached by LT. MILBY due
7 to the possible sexual harassment allegations surfacing as a defense to possible disciplinary action
8 if not termination of the subject employee, in light of overwhelming evidence of the clear use of
9 excessive force. Shortly after MILBY approached HOYOS, HOYOS learned that no investigation
10 would be conducted into the merits of the defense which had been proffered against MILBY.
11 Instead, it was announced not long thereafter that MILBY would be promoted to Captain and the
12 subject female employee would receive only minimal discipline, despite body cam footage
13 showing what happened.

14 26. Ironically, after MILBY approached HOYOS in June 2021 about the excessive
15 force case, HOYOS learned that he (HOYOS) was now being accused by BRIAN SMITH of
16 wrongdoing relative to investigating the "Mall" officer, at a time when it was well known that
17 BRIAN SMITH who was now in a relationship with the same female employee, preferring the
18 allegations against HOYOS. HOYOS also learned from Board Members that SMITH was trying
19 to cause HOYOS' removal from the DEPARTMENT for discussing "his gal's" issues with LT.
20 MILBY and more importantly for proffering allegedly false allegations against GONZALEZ and
21 BLOMDAHL relative to the compromising of the criminal investigation in February 2021.

22 27. As each of these matters have unfolded and been discussed with investigators for
23 the DEPARTMENT, HOYOS has been reminded by others that his (Hoyos) opportunity for
24 upward mobility has been thwarted, while Hoyos has reason to believe that the lives of his family
25 are being indirectly threatened as well. For instance, HOYOS notes that he was most disturbed to
26 find the flag which he proudly displays in his office turned upside down; said action is consistent
27 with practices used in the military to signify that a Marine was down and, in all likelihood, had lost
28 his/her life. At the same time, it also appears that an unusual number of vehicles have been driving
suspiciously slow on a dirt road by HOYOS' home.

1 punish HOYOS for having complained about the hostile and offensive work environment HOYOS
2 was being subjected to in the first place. GONZALEZ, BLOMDAHL, LACKEY and SMITH have
3 deliberately engaged in conduct outside the scope of necessary job performance, for personal
4 gratification, because of meanness or bigotry, or for other personal motives, including with all
5 Defendants deliberately impeding HOYOS's promotional path while refusing to take steps to ensure
6 that HOYOS was governed by the same employment policies relative to promotions and special
7 assignments as other Caucasian, non-HISPANIC employees holding same or similar positions as
8 HOYOS. Although LACKEY and SMITH held the same rank as HOYOS, both have been given carte
9 blanche by GONZALEZ to openly attack HOYOS' good name and to discourage others from
10 associating with HOYOS.

11 33. HOYOS alleges that by these and other acts, the CITY and individually named
12 Defendants deliberately created a workplace for HOYOS that was permeated with discriminatory
13 intimidation, ridicule and insult that was so severe or pervasive that it impermissibly and unlawfully
14 altered the conditions of HOYOS's employment and created an abusive working environment for
15 HOYOS, to the ongoing detriment of HOYOS's physical and mental wellbeing. As a consequence of
16 the hostile work environment and differential treatment to which HOYOS was being subjected,
17 because of HOYOS'S national origin/ethnicity, associations, and his protected protests, HOYOS
18 formally filed Charges of Discrimination, Harassment and Retaliation, including for unlawful
19 Harassment and a Hostile and Offensive Work Environment, and has been issued statutory Right to
20 Sue Letters on said charges. Plaintiff brings the instant action within the one-year period following
21 issuance of the Right to Sue Letters.

22 34. Having satisfied these statutory prerequisites to suit, Plaintiff does hereby bring an
23 action against Defendants CITY, GONZALEZ, BLOMDAHL, LACKEY and SMITH for having
24 created and tolerated a hostile and offensive work environment for HOYOS, including because of
25 HOYOS's national origin/ethnicity, associations, and his protests of unlawful treatment, all in
26 violation of the laws of the State of California.

27 35. Upon prevailing, Plaintiff also seeks attorneys' fees and costs, Government Code
28 § 12965(b), which provides for the same, against Defendants, and each of them.

1 assaults, removal from law enforcement with then Union President Brian Smith trying to orchestrate
2 same, and has been openly shunned by his superiors and many peers.

3 43. HOYOS alleges that his complaints of unequal treatment and the favoritism
4 of Caucasian, non-Hispanic and non-African-American, relative to backfills and special assignments,
5 as well as his reporting of deliberate interference with the criminal investigation involving the rash of
6 auto burglaries were necessary in light of the DEPARTMENT's refusal to ensure equal employment
7 opportunities, let alone compliance with Penal Code mandates when law enforcement is pursuing
8 criminal investigations. HOYOS actions in reporting these matters to POLICE CHIEF GONZALEZ
9 and to INTERNAL AFFAIRS were protected activities covered by Labor Code § 1102.5 and internal
10 whistleblowing policies.

11 44. HOYOS is informed and believes that because of his whistleblowing
12 activities in these regards, HOYOS has been subjected to unbearable harassment and adverse
13 employment actions, including denial of special assignments, with same collectively designed to try
14 and force HOYOS out of the DEPARTMENT. Although HOYOS was assured by GONZALEZ that
15 LACKEY would not be working in close proximity to HOYOS, LACKEY has since been assigned to
16 the Homicide Unit along with JIMMY SIMONS who also threatened HOYOS because of these
17 matters. The Homicide Unit is housed in the same building as HOYOS'.

18 45. HOYOS filed a Government Tort Claim on September 7, 2021, within six
19 months of HOYOS first experiencing blatant retaliation commencing in April 2021. HOYOS brings
20 this action within six months of the denial of his Tort Claim by the CITY on October 5, 2022.

21 46. Having satisfied these statutory prerequisites to suit, Plaintiff does hereby
22 bring an action against Defendant CITY, for having tolerated and engaged in prohibitory retaliation,
23 including retaliatory harassment, against Plaintiff, because of his protests, in violation of the laws of
24 the State of California.

25 47. In light hereof, Plaintiff alleges that Defendant CITY has actively retaliated
26 against Plaintiff because of his protected activities in these regards, contrary to *Labor Code* § 1102.5
27 which protects employees from unlawful whistleblowing retaliation in the workplace.

28 48. As a result of the aforesaid acts of DEFENDANT CITY, Plaintiff has become

1 LEYVA and others.

2 55. HOYOS affirmatively alleges that CITY has also but not limited to:

3 a) Encouraged HOYOS' peers from not associating with HOYOS;

4 b) Deprived HOYOS of equal opportunities to compete for special assignments,
5 including the K-9 positions;

6 c) Subjected HOYOS to a hostile and offensive work environment, including when
7 revealing terms of otherwise confidential investigations;

8 d) Perpetuated a myth that supposedly HOYOS falsely accused GONZALEZ and
9 BLOMDAHL of interfering with a criminal investigation;

10 e) Encouraged SMITH to seek to discipline if not remove HOYOS from his position
11 at the RIVERSIDE POLICE DEPARTMENT for reporting a defense of sexual harassment that was
12 being contemplated in an excess force case;

13 f) Failing to initiate investigations into Caucasian employees who have violated their
14 oath and obligations to uphold the law relative to carrying out their duties; and,

15 g) Engaged in disparate treatment of HOYOS and other minorities relative to
16 opportunities for overtime and compensatory time.

17 56. When HOYOS complained of same to CHIEF GONZALEZ, HOYOS'
18 Caucasian counterparts who are closely affiliated with CHIEF GONZALEZ and DEPUTY CHIEF
19 BLOMDAHL have sought to silence HOYOS and have threatened HOYOS with bodily injury, loss
20 of his job and loss of his protections as a member of the Union which represents Police Officers.

21 57. In light hereof, Plaintiff alleges that Defendant CITY has actively
22 discriminated against Plaintiff because he is Hispanic, all contrary to California's Fair Employment
23 and Housing Act which embodies fundamental public policies against discrimination in employment.

24 58. As a consequence of the discriminatory treatment to which HOYOS was
25 being subjected, because of HOYOS'S national origin/ethnicity, HOYOS formally filed Charges of
26 Discrimination, Harassment and Retaliation, including for unlawful Harassment and a Hostile and
27 Offensive Work Environment, and has been issued statutory Right to Sue Letters on said charges.
28 Plaintiff brings the instant action within the one-year period following issuance of the Right to Sue

1 Letters.

2 59. Having satisfied these statutory prerequisites to suit, Plaintiff does hereby
3 bring an action against Defendant CITY for having deprived HOYOS of assignments which would
4 better his promotional opportunities, while creating and tolerating a hostile and offensive work
5 environment for HOYOS, including because of HOYOS's national origin/ethnicity, all in violation of
6 the laws of the State of California.

7 60. Upon prevailing, Plaintiff also seeks attorneys' fees and costs, Government
8 Code § 12965(b), which provides for the same, against Defendants, and each of them.

9 61. As a result of the aforesaid acts of DEFENDANTS, Plaintiff has become
10 mentally upset, distressed and aggravated and has sustained irreparable damage to his career and
11 reputation. As a consequence of CITY and its representatives' actions in these regards, HOYOS
12 alleges that his career path has been irreparably thwarted, without regards to the consequences to
13 HOYOS's physical and emotional wellbeing, let alone HOYOS 's good name and reputation.
14 Accordingly, Plaintiff claims general damages in a sum to be proven at trial.

15 62. Plaintiff has been further damaged in the amount of lost earnings and
16 benefits, and future lost promotional opportunities, in ways and in amounts to be proven at time of
17 trial.

18 63. Plaintiff have been further forced to obtain medical care, as a consequence of
19 Defendants actions, and each of them, and may need additional care, and accordingly seeks special
20 damages, according to proof.

21 64. Plaintiff HOYOS further seeks injunctive relief affirmatively prohibiting
22 Defendants from subjecting HOYOS to a discriminatorily charged work environment because
23 HOYOS is Hispanic.

24
25 **FOURTH CAUSE OF ACTION**
26 **(REDRESS OF DISCRIMINATION DUE**
27 **TO ASSOCIATION AGAINST CITY)**

28 65. Plaintiff realleges Paragraphs 1 through 33, supra, of the First Cause of

1 Action, Paragraphs 42-43, supra, of the Second Cause of Action, and Paragraphs 53-56, supra, of the
2 Third Cause of Action, and incorporates them by reference herein as if set out in their entirety.

3 66. HOYOS alleges that by the actions above-referenced, CITY has engaged by
4 and through named Defendants in various material adverse employment actions against HOYOS,
5 because HOYOS has associated with African American officers, including WILLIAM OUTLAW
6 and BRANDY MERRILL, as well as Hispanic officers ANDY LEYVA, SENON SALDANA,
7 MARIO DORADO and other Hispanics who have sought to oppose discrimination against
8 HISPANICS within the ranks of the RIVERSIDE POLICE DEPARTMENT. When so doing,
9 individual Defendants have materially altered the terms and conditions and privileges of HOYOS'S
10 employment, as well as directly and indirectly affected HOYOS's compensation, including by
11 refusing to consider HOYOS for special assignments that would better HOYOS' future promotional
12 opportunities or provide pay that is eligible for crediting towards one's PERS retirement.

13 67. HOYOS alleges that these actions were taken to impede HOYOS's future
14 promotional and employment benefits, because of HOYOS association with his Hispanic and African
15 American colleagues and their efforts to eliminate discriminatory practices which favor
16 Caucasian/non-Hispanic employees like LACKEY and SMITH and their colleagues.

17 68. In light hereof, Plaintiff alleges that Defendant CITY has actively
18 discriminated against Plaintiff because of who he associates with. all contrary to California's Fair
19 Employment and Housing Act which embodies fundamental public policies against discrimination in
20 employment.

21 69. As a consequence of the discriminatory treatment to which HOYOS was
22 being subjected, because of HOYOS's associations, HOYOS formally filed Charges of
23 Discrimination, Harassment and Retaliation, including for unlawful Harassment and a Hostile and
24 Offensive Work Environment, and has been issued statutory Right to Sue Letters on said charges.
25 Plaintiff brings the instant action within the one-year period following issuance of the Right to Sue
26 Letters.

27 70. Having satisfied these statutory prerequisites to suit, Plaintiff does hereby
28 bring an action against Defendant CITY for having deprived HOYOS of assignments which would

1 better his promotional opportunities, while creating and tolerating a hostile and offensive work
2 environment for HOYOS, including because of HOYOS's association with Hispanic and African
3 American employees, all in violation of the laws of the State of California.

4 71. Upon prevailing, Plaintiff also seeks attorneys' fees and costs, Government
5 Code § 12965(b), which provides for the same, against Defendants, and each of them.

6 72. As a result of the aforesaid acts of DEFENDANTS, Plaintiff has become
7 mentally upset, distressed and aggravated and has sustained irreparable damage to his career and
8 reputation. As a consequence of CITY and its representatives' actions in these regards, HOYOS
9 alleges that his career path has been irreparably thwarted, without regards to the consequences to
10 HOYOS's physical and emotional wellbeing, let alone HOYOS's good name and reputation.
11 Accordingly, Plaintiff claims general damages in a sum to be proven at trial.

12 73. Plaintiff has been further damaged in the amount of lost earnings and
13 benefits, and future lost promotional opportunities, in ways and in amounts to be proven at time of
14 trial.

15 74. Plaintiff have been further forced to obtain medical care, as a consequence of
16 Defendants actions, and each of them, and may need additional care, and accordingly seeks special
17 damages, according to proof.

18 75. Plaintiff HOYOS further seeks injunctive relief affirmatively prohibiting
19 Defendants from subjecting HOYOS to a discriminatorily charged work environment because
20 HOYOS associates with Hispanic employees who have opposed discriminatory practices, including
21 disparate treatment relative to discipline and promotional opportunities.

22
23 **FIFTH CAUSE OF ACTION**

24 **(REDRESS OF PROHIBITED RETALIATION AGAINST CITY)**

25 76. Plaintiff realleges Paragraphs 1 through 33, supra, of the First Cause of
26 Action, Paragraphs 42-43, supra, of the Second Cause of Action, Paragraphs 53-56, supra, of the
27 Third Cause of Action, and Paragraphs 66, supra, of the Fourth Cause of Action, and incorporates
28 them by reference herein as if set out in their entirety.

1 77. As a consequence of the harassment, hostile work environment and differential
2 treatment being exhibited towards HOYOS by BLOMDAHL, MILBY, LACKEY, SIMONS, SMITH
3 and ZACKOWSKI, HOYOS has internally protested the actions of said Defendants to POLICE
4 CHIEF GONZALEZ as well as Investigators assigned to look at these matters, to no avail. Since
5 protesting the actions of individually named Defendants internally, HOYOS was subjected to further
6 unbearable harassment and continuous retaliation by CITY ever since, with the Caucasian superiors
7 and HOYOS' counterparts named herein deliberately refusing to provide HOYOS with a work
8 environment that is neither hostile nor abusive. LACKEY has been assigned to work at the same
9 building as HOYOS, while HOYOS was also barred from competing for LACKEY's K-9 position,
10 let alone the K-9 position that ANGULO had held and SMITH and now ZACKOWSKI have since
11 been allowed to hold.

12 78. HOYOS previously filed a Charge of Retaliation against CITY and has been
13 issued statutory Right to Sue Letters on said charges. Plaintiffs bring the instant action within the one-
14 year period following issuance of the Right to Sue Letters against CITY.

15 79. Having satisfied these statutory prerequisites to suit, Plaintiff does hereby
16 bring an action against Defendant CITY, for having tolerated and engaged in prohibitory retaliation,
17 including retaliatory harassment, against Plaintiffs, because of his protests, in violation of the laws of
18 the State of California.

19 80. In light hereof, Plaintiff alleges that Defendant CITY has actively retaliated
20 against Plaintiff because of his protected activities in these regards, contrary to California's Fair
21 Employment and Housing Act which embodies fundamental public policies against discrimination
22 and retaliation in employment.

23 81. Upon prevailing, Plaintiff also seek attorneys' fees and costs, Government
24 Code § 12965(b), which provides for the same, against Defendant.

25 82. As a result of the aforesaid acts of DEFENDANT CITY, Plaintiff has
26 become mentally upset, distressed and aggravated and has sustained irreparable damage to his career
27 and reputation. As a consequence of CITY and its representatives' actions in these regards, HOYOS
28 alleges that his career path has been irreparably thwarted, without regards to the consequences to

1 HOYOS's physical and emotional wellbeing, let alone HOYOS's good name and reputation.

2 Accordingly, Plaintiff claims general damages in a sum to be proven at trial.

3 83. Plaintiff has been further damaged in the amount of lost earnings and benefits,
4 and future lost promotional opportunities, in ways and in amounts to be proven at time of trial.

5 84. Plaintiff has obtained and may be required to obtain additional medical care
6 as a consequence of Defendant's actions, and accordingly seek special damages, according to proof.

7 85. Plaintiff HOYOS further seek injunctive relief affirmatively prohibiting
8 Defendant CITY and its representatives from subjecting HOYOS to any further retaliation.

9
10 **SIXTH CAUSE OF ACTION**

11 **(REDRESS OF FAILURE TO PREVENT DISCRIMINATION/RETALIATION)**

12 86. Plaintiff realleges Paragraphs 1 through 33, supra, of the First Cause of
13 Action, Paragraphs 42-43, supra, of the Second Cause of Action, Paragraphs 53-56, supra, of the
14 Third Cause of Action, Paragraph 66, supra, of the Fourth Cause of Action, and Paragraph 77 supra,
15 of the Fifth Cause of Action, and incorporates them by reference herein as if set out in their entirety.

16 87. HOYOS alleges that from 2013 and up to present, the RIVERSIDE POLICE
17 DEPARTMENT has been placed on notice of the unsuitability of LACKEY to be a member of the
18 RIVERSIDE POLICE DEPARTMENT. Multiple events which have taken place while LACKEY
19 was in the Narcotics Unit, LACKEY's known affiliations with criminal elements and his utter
20 disregard for honoring criminal as well as anti-discrimination laws, demonstrates the unsuitability of
21 LACKEY to be retained, particularly in light of LACKEY's continued lack of concern for complying
22 with CITY policies and criminal laws. Once placed on notice of these allegations, HOYOS alleges
23 that the CITY was required to conduct a fair and impartial investigation, but chose to not do so,
24 opting instead to fuel and intensify LACKEY's stated hatred towards HOYOS. At the same time,
25 BLOMDAHL gave credence to LACKEY's hatred towards HOYOS by openly referencing during a
26 Command Meeting what HOYOS was accusing GONZALEZ, BLOMDAHL and others, of, while
27 making light of same. By so doing, BLOMDAHL has deliberately ignored his own obligations to
28 ensure that criminal investigations are not compromised. HOYOS further has reason to believe that

1 the RIVERSIDE POLICE DEPARTMENT has turned a blind eye relative to similar interference that
2 has thwarted enforcement of criminal laws designed to protect the public from thieves, drug dealers
3 and others who espouse an indifference to upholding and abiding by the very laws designed for the
4 public's good.

5 88. Because of the indifference of CITY and POLICE DEPARTMENT executives,
6 for ensuring that anti-discrimination and anti-retaliation laws were complied with, the CITY has
7 failed to prevent ongoing discrimination, harassment and retaliation against HOYOS and those
8 employees who have supported HOYOS and/or opposed discriminatory practices directed at HOYOS
9 because of his national origin/ethnicity, association with Hispanics, and protests.

10 89. As a consequence of these actions, HOYOS filed a Charge of Discrimination,
11 Harassment and Retaliation with the Department of Fair Employment and Housing on April 1, 2022.
12 HOYOS brings this lawsuit within the one-year period following issuance of the Right-to-Sue letter
13 dated April 1, 2022. This lawsuit is further brought within six months of the CITY rejecting
14 HOYOS' Tort Claim.

15 90. Having satisfied these statutory prerequisites to suit against Defendant CITY,
16 Plaintiff does hereby bring an action against Defendant CITY, for failing to prevent LACKEY,
17 BLOMDAHL, SMITH and others from openly and flagrantly discriminating, harassing and
18 retaliating against HOYOS and others who dared to speak up on HOYOS's behalf.

19 91. By these actions, the CITY, by and through its City Manager, the Police Chief,
20 and the Deputy Chief has failed to take action to ensure that HOYOS, following his complaints of
21 discrimination and retaliation, as well as an obvious indifference to complying with Penal Code
22 § 148, not be subjected to further discrimination and retaliation, as well as unbearable harassment
23 which were manifest in and affected HOYOS's working environment for more than one year.

24 92. As a consequence of same, Plaintiff has been damaged in the amount of lost
25 earnings and benefits, and future lost promotional opportunities, in ways and in amounts to be proven
26 at time of trial.

27 93. As a result of the aforesaid acts of Defendant CITY, carried out primarily by
28 GONZALEZ and BLOMDAHL, as well as LACKEY, SMITH, MILBY and others, Plaintiff has
become mentally upset, distressed and aggravated and has sustained irreparable damage to his career

1 and reputation. Because of the CITY's and its representatives' actions in these regards, HOYOS
2 alleges that his professional standing has been undermined and maligned, without regards to the
3 consequences to HOYOS's physical and emotional wellbeing, let alone HOYOS's good name and
4 reputation. Accordingly, Plaintiff claims general damages against the CITY in a sum to be proven at
5 trial.

6 94. Upon prevailing, Plaintiff also seeks attorney's fees and costs, Government
7 Code § 12965(b), which provides for the same, against Defendant CITY.

8 95. Plaintiff HOYOS further seeks injunctive relief affirmatively requiring
9 Defendant CITY to enforce its disciplinary policies and procedures in a uniform manner, without
10 regards to the national origin, sex, race, religion, disabilities, and protests which are brought to its
11 attention.

12 96. Plaintiff has been forced to obtain medical care, because of CITY's actions, and
13 accordingly seeks special damages, according to proof.

14 **DEMAND FOR JURY TRIAL**

15 **PRAYER**

16 WHEREFORE, Plaintiff HOYOS prays judgment against Defendants, and
17 each of them, as follows:

18 FIRST CAUSE OF ACTION (AGAINST CITY, GONZALEZ, BLOMDAHL, LACKEY and
19 SMITH):

20 1. For the value of lost wages and benefits, and lost promotional opportunities,
21 together with interest thereon, in an amount to be proven at time of trial, together with pre-judgment
22 interest at the legal rate;

23 2. For general damages, including for emotional distress, in a sum to be proven at
24 trial;

25 3. For special damages;

26 4. For injunctive relief;

27 5. For Punitive Damages against all named Defendants, except for the CITY; and

28 6. For attorneys' fees.

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

SECOND CAUSE OF ACTION (AGAINST CITY):

- 1. For the value of lost wages and benefits, and lost promotional opportunities, together with interest thereon, in an amount to be proven at time of trial, together with pre-judgment interest at the legal rate;
- 2. For general damages, including for emotional distress, in a sum to be proven at trial;
- 3. For special damages;
- 4. For injunctive relief; and,
- 5. For attorneys' fees.

THIRD CAUSE OF ACTION (AGAINST CITY):

- 1. For the value of lost wages and benefits, and lost promotional opportunities, together with interest thereon, in an amount to be proven at time of trial, together with pre-judgment interest at the legal rate;
- 2. For general damages, including for emotional distress, in a sum to be proven at trial; and,
- 3. For special damages, according to proof;
- 4. For injunctive relief; and
- 5. For attorneys' fees.

FOURTH CAUSE OF ACTION (AGAINST CITY):

- 1. For the value of lost wages and benefits, and lost promotional opportunities, together with interest thereon, in an amount to be proven at time of trial, together with pre-judgment interest at the legal rate;
- 2. For general damages, including for emotional distress, in a sum to be proven at trial; and,
- 3. For special damages, according to proof;

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

- 4. For injunctive relief; and
- 5. For attorneys' fees.

FIFTH CAUSE OF ACTION (AGAINST CITY):

- 1. For the value of lost wages and benefits, and lost promotional opportunities, together with interest thereon, in an amount to be proven at time of trial, together with pre-judgment interest at the legal rate;
- 2. For general damages, including for emotional distress, in a sum to be proven at trial; and,
- 3. For special damages, according to proof;
- 4. For injunctive relief; and
- 5. For attorneys' fees.

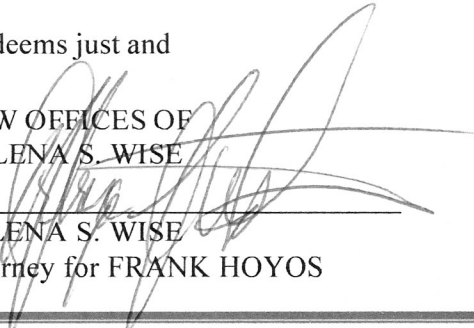
SIXTH CAUSE OF ACTION (AGAINST CITY):

- 1. For the value of lost wages and benefits, and lost promotional opportunities, together with interest thereon, in an amount to be proven at time of trial, together with pre-judgment interest at the legal rate;
- 2. For general damages, including for emotional distress, in a sum to be proven at trial; and,
- 3. For special damages, according to proof;
- 4. For injunctive relief; and
- 5. For attorneys' fees.

ALL CAUSES OF ACTION:

- 1. For costs of suit;
- 2. And for such other relief as the court deems just and proper.

Dated: April 4, 2022

LAW OFFICES OF
HELENA S. WISE
By 
HELENA S. WISE
Attorney for FRANK HOYOS

VERIFICATION

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

I, FRANK HOYOS, have read the foregoing Complaint for Damages and know its contents. I certify that the answers are true of my own knowledge, except as to those matters which are therein stated upon my information and belief, and as to those matters I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on April 4, 2022, at Temecula, California.


FRANK HOYOS