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13  
14 UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

15  
16 PETER FRETWELL,

17 Plaintiff,

18 v.

19 BOARD OF TRUSTEES OF THE  
20 CALIFORNIA STATE UNIVERSITY

21 Defendants.

Civ No. 20-8258

**COMPLAINT FOR ECONOMIC,  
COMPENSATORY AND PUNITIVE  
DAMAGES, AND INJUNCTIVE RELIEF**

1. Harassment, Title VII
2. Discrimination, Title VII
3. Retaliation, Title VII
4. Violation of Gov. Code §8547 *et seq.*
5. Violation of Labor Code §§ 98.6 & 1102.5
6. Harassment, Gov. Code § 12940, *et. seq.*
7. Discrimination, Gov. Code § 12940 *et. seq.*
8. Retaliation, Gov. Code § 12940, *et. seq.*
9. Failure to Prevent Harassment and  
Discrimination, Gov. Code § 12940 *et. seq.*

**JURY TRIAL DEMANDED**

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26  
27 Peter Fretwell, by the undersigned, his attorneys, hereby files his complaint.

## INTRODUCTION

1  
2 Plaintiff Peter Fretwell was a seasoned radio management professional who was recruited to  
3 take over a Humboldt State University (“HSU”) radio station, KHSU, that had been controlled by  
4 volunteers and community leaders for as long as anyone could recall. He was hired to professionalize  
5 the station in service to the community. Fretwell moved slowly and deliberately to carry out this  
6 charge, with the support of University administration until it was discovered that the ever popular  
7 program director, Katie Whiteside, had continued to defy Federal labor law by continuing to permit  
8 paid staff members to work as “volunteers,” exposing the University to potential liability for violating  
9 Federal and state labor laws.

10 When Fretwell brought Ms. Whiteside’s defiance of labor law to the attention of University  
11 officials, the University decided to terminate Whiteside. This provoked a sharp response from the radio  
12 community, who blamed Fretwell for the firing, and began a public campaign to get him fired. He was  
13 publicly attacked for being an “old” “Christian” “man” who must surely have fired Whiteside, host of a  
14 popular pagan music show, on account of religious animus. He was also falsely and publicly decried as  
15 a right-wing Christian fundamentalist.

16 Fretwell complained to the University that he was a whistleblower being mobbed and harassed  
17 by the community, as well as by radio station staff and volunteers. (“Mobbing” is a phenomenon that  
18 has been well documented and has special application in the university setting. It describes a campaign  
19 to oust a faculty member through harassment and intimidation.) Despite his complaints, the University  
20 took no action to protect Fretwell, instead permitting Fretwell to be unfairly blamed for Whiteside’s  
21 termination.

22 Instead of protecting him from the mob and investigating his complaints, the University  
23 retaliated against him, signaling its decision that he should leave. Eventually, the University made the  
24 decision to terminate local control of the radio station, ostensibly because it had sacrificed not only  
25 Fretwell himself, but local support of the station, and University control.

26 The University succeeded, not only in wrongfully terminating Fretwell, but in destroying his  
27 career and his future.

**PARTIES, JURISDICTION, AND VENUE**

1. Plaintiff Peter Fretwell was an employee of Defendant and served as Station Manager of KHSU at Humboldt State University. He does not reside in Humboldt County.
2. Defendant BOARD OF TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, is an employer of fifteen (15) or more persons, and subject to suit for its violations of Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, *et. seq.* and various state laws. Defendant employed Plaintiff Fretwell until his constructive termination in early 2019, and his formal termination on, April 19, 2019.
3. This action arises under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq*, and the California Fair Employment and Housing Act and under the California Fair Employment and Housing Act, and various Whistleblower statutes.
4. Jurisdiction of this Court is based on a claim of deprivation of Federal Civil Rights and invoked pursuant to the following statutes:
  - a. 28 U.S.C. § 1331, giving district courts original jurisdiction over civil actions arising under the Constitution, laws, or treaties of the United States; and
  - b. 28 U.S.C. § 1343, giving district courts original jurisdiction over actions to secure civil rights extended by the United States government.
5. Pendent jurisdiction is proper with respect to Plaintiff’s state law claims.
6. Plaintiff has met the jurisdictional prerequisites, as he filed a timely administrative complaint with the United States Equal Employment Opportunity Commission (“EEOC”), bearing charge number 550-2018-01525C; and filed a second EEOC complaint, charge number 550-2020-00125C.
7. Plaintiff exhausted his administrative remedies in that he received a Notice of Right to Sue from the EEOC and is filing this complaint within ninety (90) days of receipt thereof. See, Exhibits “A” and “B”.
8. Plaintiff is also in receipt of notices of right-to-sue from the California Department of Fair Employment and Housing, Exhibits “C” and “D” annexed hereto, and incorporated herein.

- 1 9. Venue is proper in the Northern District of California based on Plaintiff’s employment by  
2 Defendant in that District, and since that is the place where the actions complained of occurred.  
3 10. Plaintiff hereby demands trial by jury for this matter.  
4

5 **STATEMENT OF FACTS**

- 6 11. On April 1, 2017, Peter Fretwell became the fourth General Manager of KHSU in nine years. He  
7 was hired by HSU – one of three finalists following a nationwide search - after a very successful 10  
8 years managing a public radio network in New Jersey. Fretwell was hired to help develop KSHU  
9 into a stronger community service that reflected the mission of HSU and provided value for the  
10 substantial annual support provided by HSU.  
11 12. During his first year, Fretwell spent considerable time observing, reviewing, and discussing the  
12 station’s direction with HSU administration, the KHSU staff, KHSU volunteers, the KHSU  
13 Community Advisory Board, and community members.  
14 13. Among the specific issues that emerged in his first year at KHSU were a need for a local news  
15 service, the need for professional public affairs programming with more depth and breadth, and a  
16 stronger commitment to balanced journalism that looked unblinkingly at difficult community  
17 issues.  
18 14. Fretwell also observed a culture that was driven by a decades-old debate among staff and  
19 volunteers (noted in the 2008 journalism report) about whether it was “community radio” or  
20 “public radio.” The most vocal volunteers and some staff members wanted “community radio”  
21 (examples: local niche music shows with non-professional volunteer hosts, a lengthy daily reading  
22 of community calendar events, and community members hosting the public affairs programs) to  
23 remain KHSU’s identity.  
24 15. Both HSU administrators and the 2008 journalism report called for a stronger role for public radio  
25 programming – important local and state news, in-depth public affairs, vigorous civic dialogue,  
26 professional journalists, etc.  
27 16. The “community radio” model is exemplified by Pacifica Radio, a truly listener sponsored  
28 independent radio network, which has a very different form of governance and finance than KHSU  
and other public radio stations, under the auspices of the Corporation for Public Broadcasting  
 (“CPB”).

- 1 17. That the Pacifica model was quite consciously in mind became even more evident when Fretwell  
2 first received a voice mail threat that “they” would do to him what “they” did to a station manager  
3 at Pacifica station KPFA in San Francisco some years earlier, when demonstrators stormed the  
4 radio station, leading to dozens of arrests and the eventual ouster of the general manager, to the  
5 delight of the protesters.
- 6 18. The internal culture of KHSU was frequently marked by attacks aimed at silencing those who  
7 disagreed with the more vocal community radio advocates. One of the major tools for bullying was  
8 an official HSU listserv where KHSU’s most vocal volunteers made their views known to all 100+  
9 listserv members, which included HSU administration at the highest levels. An early informal  
10 review of the listserv showed that just five volunteers accounted for about half of the messages sent  
11 to all recipients.
- 12 19. When an HSU administrator complained about the number of emails that clogged his inbox from  
13 “reply all” listserv messages, Fretwell asked the KHSU Community Advisory Board [hereinafter  
14 “CAB”] for a recommendation on listserv guidelines. They collectively agreed that misuse of the  
15 listserv made it ineffective for important station information, largely because many recipients  
16 simply hit delete after 10 or 12 irrelevant emails hit their inbox.
- 17 20. Those guidelines – fairly typical guidelines for listservs, like “Make sure the content is appropriate  
18 for all 100+ recipients on the list.” - were implemented, followed soon by listserv moderation when  
19 they were ignored.
- 20 21. Despite strong pushback against the changes from the most vocal abusers of the listserv, Fretwell  
21 also received quiet thanks from HSU administrators and CAB members who appreciated the  
22 reduction in nuisance messages. That was his first brush with KHSU’s inverted culture, where a  
23 few volunteers had developed a culture where they bullied others into “going along to get along.”  
24 The volunteer culture often managed the station successfully by force of sheer numbers and group  
25 intimidation.
- 26 22. In May, 2017 Fretwell became aware of FLSA violations where paid staff people were also  
27 “volunteering” to perform duties within the scope of their work but “off the clock.” He reported  
28 this illegal activity to HR in early May, 2017 and in consultation with HR, issued a new policy  
directing all staff people to stop volunteering and record previous volunteer hours on their  
timesheets.

- 1 23. Despite some unexpected and surprising resistance to the idea of staff people being paid additional  
2 wages for the previously unpaid work, the new policy went into effect. In retrospect, the resistance  
3 was not to being paid for those hours, the resistance was in being stripped of the “volunteer” title.  
4 That was more valuable than money in the KHSU culture.
- 5 24. For the next year, Fretwell approved timecards for staff people who turned in additional hours  
6 under the corrective policy. With no evidence to the contrary, it was assumed no staff people were  
7 working hours “off the clock” as volunteers.
- 8 25. In drafting a California Arts Council grant proposal in or about March, 2018, Fretwell became  
9 aware that one staff person was still “volunteering” time to host a weekly arts show. She did not  
10 comply with the 2017 policy change in not reporting her “volunteer” overtime hours spent  
11 producing the show.
- 12 26. Fretwell immediately communicated with KHSU Program Director Katie Whiteside and the staff  
13 member, Wendy Butler, about the issue and made it clear that all of Ms. Butler’s hours were to be  
14 turned in for compensation. Fretwell informed Whiteside and Butler that Butler could not volunteer  
15 to cover music show shifts of true volunteers (KHSU had between 40 - 50 community hosts who  
16 were not paid staff members).
- 17 27. During the subsequent April, 2018 KHSU fundraiser, Fretwell noticed Butler in Studio C. Tuning  
18 in while driving home, he became aware from her on-air comments that she was filling in for  
19 another host, a true volunteer – violating the directive she had been given not to do so.
- 20 28. Fretwell called the studios and asked Whiteside why Butler was filling in for a volunteer. She  
21 replied to the effect, “I thought you meant she could not volunteer as a fill-in regularly.”
- 22 29. Fretwell subsequently scheduled a meeting with Whiteside and Butler to discuss the situation. At  
23 that meeting, Whiteside and Butler both voiced opposition to the policy, and Whiteside asked  
24 specifically whether KHSU could revise Butler’s staff job description so that her volunteer work  
25 would not appear to be a violation of the FLSA. She was asking that KHSU managers knowingly  
26 violate federal labor law by misrepresenting Butler’s job duties. Fretwell instructed them to follow  
27 the HSU policy and turn in all hours for pay.
- 28 30. Fretwell arranged a meeting with HR to discuss placing Program Director Katie Whiteside on a  
performance improvement program.

- 1 31. Fretwell met with Dr. Scott Kasper in HR to discuss appropriate discipline for Whiteside on  
2 account of her violation of labor laws.
- 3 32. Kasper said Whiteside had recently called him to discuss HSU's interpretation of the FLSA. At  
4 Fretwell's request, Kasper checked his notes and discovered the phone conversation occurred the  
5 very morning before Fretwell met with Whiteside and Butler.
- 6 33. Kasper told Fretwell that he had informed Whiteside there is no wiggle room in Federal law -- the  
7 law was the law. Kasper also told Fretwell that Whiteside had called HR again after Kasper's  
8 phone conversation with her ended and asked to speak with another HR specialist about the same  
9 issue. She received the same response a second time—that the university could not violate Federal  
10 law. Hours later in the meeting with Fretwell, she tried to persuade Fretwell to falsify a job  
11 description in order to avoid FLSA requirements.
- 12 34. Fretwell's discussion with Kaspar alerted both HSU Human Resources management and KHSU  
13 management to the fact that Whiteside consciously challenged and violated the Fair Labor  
14 Standards Act.
- 15 35. Human Resources, KHSU, and HSU engaged in subsequent meetings and discussions about  
16 Whiteside's violation of the FLSA with Whiteside's employer of record - the HSU Sponsored  
17 Program Foundation (SPF). All four parties agreed that Whiteside needed to be terminated for her  
18 continued resistance to HSU's attempts to comply with federal labor law. In so doing, she had  
19 placed HSU, KHSU, and SPF at risk of federal fines and sanctions and had violated the rights of  
20 KHSU employees.
- 21 36. On May 15, 2018, Ms. Whiteside was terminated for cause, in a meeting with the General Manager  
22 of KHSU. Within hours, volunteers and community activists began calling for her reinstatement  
23 and Fretwell's firing.
- 24 37. Defendant HSU understood it could not publicly discuss the basis for Whiteside's termination, but  
25 in the following days and weeks, as attacks on Fretwell began to focus on his religious background,  
26 age, and gender, Fretwell requested HSU publicly clarify that four departments had participated in  
27 the decision to terminate Whiteside.
- 28 38. Fretwell urged Defendant it had the power to defuse the community outcry and remove the focus  
on himself by issuing such a legally permissible explanation.



1 39. Despite Fretwell’s urging, and in the face of the *severe and pervasive harassment* Fretwell was  
2 experiencing, and the obvious toll it was taking on his well-being, Defendant failed and refused to  
3 take public responsibility for Whiteside’s termination, content to let Fretwell remain a lightning rod  
4 for community outrage.

5 40. On May 24, 2018, Fretwell retrieved a voicemail from a caller identifying herself as Jennifer  
6 Knight. She claimed to have been a former member of the KHSU Community Advisory Board  
7 (CAB), which she incorrectly identified as “the board for KHSU.” She said she “was astounded” by  
8 the decision to terminate Whiteside. She told Fretwell he was “a newcomer to our community, and  
9 I think you need to slow down.” She then referenced what happened some years earlier at Pacifica  
10 station KPFA in the Bay area where “we took over the station. It was long and protracted  
11 and horrible and we had arrests and we had all kinds of demonstrations because a General Manager  
12 came in and started shifting things up...” She concluded, “So my recommendation for you is to  
13 eat a little crow, apologize, put Katie back in... or we’re coming after your job! And it’s just that, if  
14 you’re trying for retirement in a few years of time, but you will not go down well in history. And  
15 your children - If you have them - or your friends may wonder what you’re doing, because  
16 you’re gonna be shamed!”

17 41. Fretwell forwarded the voice mail to Craig Wruck on May 24, 2018 who forwarded it to the  
18 University Police Department (UPD) and the CSU Office of General Counsel (OGC) expressing  
19 concern that it constituted a threat.

20 42. Despite the caller having identified herself, neither UPD nor OGC took any action other than to  
21 express concern for Fretwell.

22 43. Defendant violated its own policies with respect to harassment and discrimination, 1) by not taking  
23 action to inform the caller, Jennifer Knight, that she had violated University policies by issuing her  
24 threat, and 2) by failing to exclude her from subsequent CAB meetings.

25 44. On information and belief, the Defendant’s lack of action to investigate a viable threat to both  
26 Fretwell and the radio station was at the counsel and direction of the OGC.

27 45. The caller subsequently appeared at a number of CAB meetings and was quoted in one newspaper  
28 article as she and third party harassers worked to fulfill their promise of “coming after your job”  
and ruining Fretwell’s reputation.



- 1 46. The narrative that Fretwell fired Whiteside because of his religious beliefs was formalized in a  
2 complaint to the Corporation for Public Broadcasting.
- 3 47. Fretwell learned about this complaint from Craig Wruck in late May, or early June.
- 4 48. Fretwell was formally accused of misusing the federal funds of KHSU's annual CPB grant based  
5 on his religious beliefs, in that it was his religious beliefs motivating his decision to terminated  
6 Whiteside.
- 7 49. Since Defendant failed and refused to issue any public statement about Whiteside's firing to set the  
8 record straight, Fretwell attempted to correct the record himself.
- 9 50. In a May 24, 2018 article in the online "Lost Coast Outpost" Fretwell went on record: "This went  
10 through the normal HSU processes...[The decision] was gone over with a fine-tooth comb because  
11 this was painful to everybody. I think everybody in the line of review took extra care and extra time  
12 because this was painful." It was clearly too little, too late, and insufficient in the face of  
13 University silence.
- 14 51. Less than a week later, Fretwell was subjected to a public harassment session at the monthly KHSU  
15 CAB meeting on May 30, 2018.
- 16 52. On information and belief, this harassment of Fretwell could have been prevented had the Office of  
17 General Counsel authorized an investigation into threats of conspiracy to illegally interfere with the  
18 broadcast station, and to harass Fretwell, its station manager.
- 19 53. The threat turned out not to be an idle one.
- 20 54. A mob of more than 100 KHSU volunteers, staff, and community members crowded into the  
21 meeting room to call for Fretwell's dismissal.
- 22 55. At the May 30 CAB meeting, Fretwell was subjected to discriminatory intimidation, public  
23 ridicule, and numerous insults based on his age, religion and gender.
- 24 56. The videos of that meeting were widely distributed on the Internet and were still readily available  
25 for viewing long after Fretwell filed his charge of discrimination and harassment with the United  
26 States Equal Employment Opportunity Commission.
- 27 57. Some of the videos were on CSU social media sites over which CSU has legal control, and other  
28 copies migrated to sites beyond CSU's control because of Defendant's failure to act in a timely  
manner to remove them from the sites they controlled.

1 58. Both the CAB and the KHSU underwriting community expected Defendant to provide a  
2 satisfactory explanation for the decision to fire Whiteside.

3 59. By its decision to remain silent concerning the firing of Whiteside, Defendant failed to reassure the  
4 CAB and the KHSU underwriting community that Whiteside's firing was bona fide.

5 60. Defendant's silence was filled by wild speculation and intemperate attacks on Fretwell, both at  
6 CAB meetings, in social media, and in the local newspaper.

7 61. The fury of the mob provoked by the firing of Whiteside was directed at Fretwell and focused on  
8 his religious background.

9 62. In the weeks following, Fretwell received numerous emails and calls demanding his dismissal,  
10 urging him to resign, or demanding that Whiteside be rehired.

11 63. Fretwell met with HSU HR and the head of the SPF in early June and inquired whether Whiteside  
12 could be rehired in a non-management position.

13 64. Fretwell was told that SPF – the employer of record – would not consider it.

14 65. Clearly, the decision to fire and hire Whiteside was not Fretwell's to make.

15 66. On June 12, 2018, Ken Mills wrote a blog post "expose" outing Fretwell's religious background,  
16 and loudly implying that this made Fretwell unsuitable for public radio. Mills spotlighted  
17 Fretwell's extensive background in Christian radio, and his education at "a small evangelical  
18 school in rural Texas." He contrasted Fretwell's Christian background with the fact that Whiteside  
19 had hosted a "*Pagan Dance Music*" show, implying Fretwell fired Whiteside due to religious  
20 discrimination. Mills presented a stereotype of Fretwell as an old, male Christian bigot, a stereotype  
21 that held sway with both the public and many radio station staff.

22 67. Defendant knew full well that such a stereotype had nothing to do with the firing of Katie  
23 Whiteside, but took no action to correct the public record, permitting both the public and the radio  
24 station staff to believe this false stereotype of Fretwell.

25 68. Mills was not merely a member of the community but a national public radio blogger whose  
26 business, Ken Mills Agency, was paid by HSU for a weekly program on KHSU.

27 69. Lori Dengler, a professor emeritus of HSU subsequently wrote a June 21, 2018 op-ed for the local  
28 newspaper in which the blog post was cited as offering the reason for Ms. Whiteside's termination.

70. Dengler also posted on Facebook urging people to withdraw financial support from both the radio  
station and pressuring underwriters to do the same.

- 1 71. KHSU received member cancellations specifically citing Fretwell’s religious background as  
2 unsuitable for the community.
- 3 72. Fretwell advised Wruck in June he would not attend any more CAB meetings unless and until the  
4 lynch mob atmosphere was brought under control. He encouraged Defendant HSU to cancel the  
5 June 27, 2018 CAB meeting, since it again appeared from social media and internal staff  
6 communication that another harassment session was planned.
- 7 73. On information and belief, Humboldt State University officials took direction from the Office of  
8 General Counsel as to whether to permit the June CAB meeting.
- 9 74. Craig Wruck emailed Fretwell admitting he had received a “trove” of emails attacking Fretwell,  
10 and calling for his resignation. He said: “I am appalled at the printed comments, especially from  
11 staff... I am so sorry that you are having to go through this. It [is] beyond description.”
- 12 75. Fretwell wrote back asking for Defendant’s legal counsel to make it “clear that harassment and  
13 intimidation of CSU employees will be dealt with.” Of course, Defendant never did so.
- 14 76. On information and belief, the Office of General Counsel provided counsel and advice that the  
15 University issue no public statement in defense of the rights of its employees to be protected from  
16 harassment and intimidation.
- 17 77. Despite having ample forewarning that the June CAB meeting would likely be a continuation of the  
18 May attacks on Fretwell, Defendant HSU permitted the CAB to meet on campus.
- 19 78. Defendant had a duty to prevent harassment and discrimination of its employees but failed and  
20 refused to take action to protect Fretwell, despite the likelihood of a repeat of the May CAB  
21 meeting fiasco.
- 22 79. As the harassment continued in June and July, Fretwell repeatedly requested that Defendant HSU  
23 clarify publicly that the termination decision was made by four different areas of management and  
24 had nothing to do with Fretwell’s religious beliefs.
- 25 80. Fretwell also urged Defendant HSU to make it clear that attacking an employee’s religious  
26 background, age, and gender was violative of CSU policy as well as state and federal anti-  
27 discrimination law.
- 28 81. Defendant HSU failed and refused to act, instead, by its inaction, leaving Fretwell out on a very  
shaky limb the community mob was determined to sever.

1 82. Fretwell did not attend the July CAB meeting, but that did not stop the mob from vilifying him as a  
2 religious fanatic whose Christian fundamentalism was responsible for Whiteside’s termination.

3 Others expressed the belief that a person with Fretwell’s religious background should not serve as a  
4 public radio manager, a flagrant display of religious discrimination.

5 83. The Mad River Union (local newspaper) characterized the July CAB meeting as “raucous.” It stated,  
6 “The crisis touched off by the May 16 dismissal of a longtime KHSU employee hasn’t faded. Two  
7 months and three meetings of the Humboldt State University radio station’s advisory board later,  
8 the revolt among employees and volunteers has expanded and intensified into a struggle over the  
station’s very identity and premise.”

9 84. The news report further observed that at the July CAB, “HSU Vice President of Advancement  
10 Craig Wruck waded into a maelstrom of open hostility...”

11 85. According to the news report, “Wruck said he told the embattled station manager [Fretwell], whom  
12 he termed a “lightning rod” for criticism, not to attend. Wruck said Fretwell had been subjected to  
13 “abuse and slander,” including criticism for his presumed Christian religious beliefs and even his  
14 clothing.

15 86. In mid-July, Fretwell met with Craig Wruck, HSU Director Dr. Colleen Mullery, and OGC  
16 Counsel Allison Kleaver to discuss the harassment and defamation he was suffering.

17 87. After hearing his concerns, both HR and OGC indicated that Fretwell should meet with HSU’s  
18 Discrimination, Harassment, and Retaliation (DHR) Prevention Administrator.

19 88. On July 24, 2018, Fretwell met with Marcus Winder, the DHR Prevention Administrator. On  
20 information and belief, Defendant hired Winder despite knowing he had been named in a federal  
21 lawsuit against Winder’s former employer, Howard University, alleging that Winder had neglected  
to investigate serious allegations of sexual assault and harassment.

22 89. Fretwell returned a completed CSU EO1096 complaint form to Winder via email later that same  
23 day.

24 90. Defendant failed to comply with Executive Order 1096 with respect to the handling of Fretwell’s  
complaint in nearly every particular.

25 91. Following Fretwell’s submission of a completed EO 1096 on July 24, the investigator was under  
26 obligation to conduct an intake interview within ten days. [EO 1096, Article III-C (3). Then, within  
27

1 ten (10) additional working days, the investigator was obligated to notify Fretwell in writing  
2 whether the complaint had been accepted for investigation. None of this was done.

3 92. During the investigation, Fretwell was required to have been given the opportunity to present  
4 witnesses and evidence. Then, prior to reaching a conclusion, the investigator was required to have  
5 advised Fretwell of any evidence upon which findings would be based. None of this was done.

6 93. The investigation was required to have been completed within sixty (60) days after the intake  
7 interview, and the investigator was obligated to prepare an investigation report, complete with  
8 relevant evidence and exhibits. The report was required to provide a “detailed description of the  
9 evidence considered, and appropriate findings.” Moreover, within ten (10) working days of  
10 issuance of the final investigation report, HSU was obligated to issue written notice to Fretwell:

11 “...of the outcome of the investigation. The Notice shall include a summary of the  
12 allegations, the investigative process, the Preponderance of the Evidence standard, the  
13 evidence considered, the findings of fact, a determination as to whether this Executive  
14 Order was violated, and if so, any Remedies to be afforded to the Complainant” as well  
15 as advising Fretwell of his right to appeal. EO-1096-C-9 “Notice of Investigation  
16 Outcome.”

17 None of this was done.

18 94. When Fretwell asked for a final report he received no response.

19 95. Marcus Winder met with Fretwell on August 9<sup>th</sup>, but it was not to interview Fretwell concerning  
20 the substance of his complaints, or to seek evidence. Instead, in this brief meeting Winder informed  
21 Fretwell he had already made recommendations to HSU for action.

22 96. Winder concluded his “investigation” without ever interviewing Fretwell!

23 97. Winder himself did not tell Fretwell what he recommended – Fretwell had to discover that by  
24 asking Craig Wruck.

25 98. Wruck laughed when Fretwell asked what Winder had recommended: “It is the shortest report I  
26 have ever received, and the first one I ever received on a Post-It Note.”

27 99. Wruck showed Fretwell Winder’s Post-It note “report”, which said HSU should

- 28 a. take down the CAB meeting videos,
- b. move CAB meetings off campus, and
- c. sever business dealings with Ken Mills Agency.

1 100. Wruck reported that Winder also cautioned him some of the actions would have political  
2 consequences for HSU, in effect, discouraging Wruck from acting on some or all of these  
3 recommendations.

4 101. On information and belief, the official responsible for implementing these recommendations  
5 was Scott Kaspar, Employee Relations and Compliance Manager.

6 102. Kaspar called Fretwell on August 21, 2018 promising to arrange a mediation between Fretwell  
7 and KHSU staff, who had become a significant source of ongoing harassment and opposition to  
8 Fretwell.

9 103. Kaspar admitted that the public comments about Fretwell's religion and age were harassing  
10 statements and told Fretwell Defendant was attempting to address them (although it did not, in fact,  
11 address the harassment.)

12 104. The promised mediation was intended to address the hostile work environment at the station  
13 itself on account of the staff, but it never took place.

14 105. On account of Defendant's failure to address the hostile work environment Fretwell endured,  
15 staff retaliation and insubordination to Fretwell increased.

16 106. In fact, Defendant HSU failed to take any action to alleviate the mobbing and harassment of  
17 Fretwell, nor did it implement *any* of Marcus Winder's recommendations.

18 107. Instead, Defendant took action against Fretwell, stripping him of his authority to discipline  
19 KHSU staff.

20 108. This action, together with the consistent failure to address the harassment by both the public  
21 and staff, clearly signaled to Fretwell that Defendant intended to resolve the conflict over  
22 Whiteside's firing by removing him.

23 109. Defendant doubled down on the pressure to remove Fretwell by initiating an investigation – not  
24 of Fretwell's complaints – but of complaints by staff concerning "various allegations" against both  
25 Fretwell and Wruck.

26 110. Although Fretwell and Wruck were assured that their complaints would be included in the  
27 investigation, three interviews with the investigator failed to address any of their complaints.

28 111. Fretwell was not permitted to review the final report, but he did learn that one of the  
complaints against him was that he had engaged in religious discrimination.

1 112. Thus, Defendant investigated a spurious charge against Fretwell that he had engaged in  
2 discrimination against the local LGBTQ community because of his religion, but failed and refused  
3 to investigate the substantiated claims that Fretwell himself had been subjected to a hostile work  
4 environment on account of religious harassment and discrimination. Nor did the investigation  
5 address Wruck's formal complaint.

6 113. The scope of this investigation, then, was itself a source of further harassment and  
7 discrimination, as it sought to validate complaints *against* Fretwell, but ignored Fretwell's  
8 considerable complaints, contrary to what Fretwell and Wruck had been assured.

9 114. Despite having received a stellar job performance review in June, 2018, in which Fretwell was  
10 rated "highly effective" and "outstanding" in nearly every category, Defendant permitted  
11 Fretwell's work environment to become ever more hostile and further eroded his management  
12 prerogative.

13 115. In September, one of the KHSU volunteers issued an email threat which was also published in  
14 the newspaper, effectively asking the station engineer to take action to prevent the station from  
15 relocating during a retrofit of the building housing the station.

16 116. Fretwell inquired of Federal and local law enforcement whether this was a crime.

17 117. Campus police chief Donn Peterson heard about Fretwell's report and became irate with  
18 Fretwell.

19 118. In a meeting with Fretwell, Wruck, and HSU Risk Management Director Kim Comet, Peterson  
20 tore into Fretwell, repeating the spurious claims of the "mob" about Fretwell's management of the  
21 station, even though this had absolutely nothing to do with whether there was a credible threat  
22 against the station that law enforcement needed to address. Peterson made Fretwell the problem,  
23 not the threat, and refused to address the threat itself – thereby refusing to enforce Federal law as  
24 applied to those who interfere with the radio station.

25 119. Lacking personal knowledge of Fretwell's leadership, Peterson accused Fretwell of having  
26 "a personal agenda," of "an abuse of power" and of being "harmful to the University." He  
27 said Fretwell's actions "burned bridges" and "harmed us being a team."

28 120. Peterson's attack on Fretwell was a severe episode of harassment.

121. Peterson also rejected Fretwell's request that UPD enforce the campus policy that restricted  
after hours access to Feuerworker House, where the station was relocated during the retrofit.



1 122. Despite the presence and knowledge of Risk Management Director Comet, Defendant HSU  
2 took no action to address Peterson's harassment of Fretwell.

3 123. From the Fall of 2018 until Fretwell's termination in April, 2019, the daily work environment  
4 was marked by regular acts of insubordination by KHSU staff members.

5 124. The insubordination was aided by HSU decisions that rendered Fretwell unable to properly  
6 manage the station while abiding by HSU's decisions.

7 125. One glaring example of insubordination --Wruck and Fretwell were concerned that HSU  
8 needed access to all of its leased transmitters sites, but KHSU's Broadcast Engineer, Kevin  
9 Sanders, refused to supply Fretwell with the transmitter site keys and combination lock  
10 codes. Defendant's human resources backed Sanders' decision and suggested Fretwell should  
11 contact all the land owners with whom HSU had leases and get keys from them.

12 126. Thus, Defendant actively supported insubordination against Fretwell.

13 127. Fretwell told Wruck in the fall of 2018 that he could not remain at KHSU and continue to  
14 endure the harassment he was suffering. He told Wruck he would be looking to retire earlier than  
15 planned, because he could not continue.

16 128. An advisory audit by the CSU Chancellor's Office requested by HSU President  
17 Lisa Rossbacher took four months longer than expected. When the audit finally arrived, its  
18 recommendations were used as a springboard to begin reorganizing KHSU while working on a  
19 possible partnership with another radio station.

20 129. Negotiations continued after most of the KHSU staff - including Fretwell - received their layoff  
21 notices in April, 2019.

22 130. Nevertheless, two (2) months before his formal termination, Fretwell was forced to leave HSU,  
23 and relocate out of state. Fretwell was constructively terminated months before his formal  
24 termination.

25 131. Although he was permitted to remain on salary until his formal termination, Fretwell had been  
26 forced to flee not merely the campus, but the community, even the State of California -- in an effort  
27 to restore some measure of mental and physical health.  
28

**FIRST CLAIM FOR RELIEF**

Harassment – Age, Religion, Sex/Gender  
In violation of Title VII of the Civil Rights Act of 1964,  
42 U.S.C. § 2000e *et. seq.*

1  
2  
3  
4 132. Plaintiff Fretwell realleges and incorporates herein by reference all of the above paragraphs as  
5 though fully set forth herein.

6 133. Plaintiff was subjected to unwanted harassing conduct because of his age, religion, sex/gender  
7 and/or race/color. This harassing conduct was conducted by Defendant, and its  
8 employees/agents/constituents who created an environment that, among other things, tolerated and  
9 encouraged harassment and discrimination against Plaintiff that impacted the terms and conditions  
10 of Plaintiff’s employment.

11 134. A reasonable person in Plaintiff’s circumstances would have considered the work environment  
12 to be hostile and abusive. The environment of harassment was severe and/or pervasive.

13 135. As an actual and proximate result of the aforementioned violations, Plaintiff has been harmed in  
14 an amount according to proof, but in an amount in excess of the minimum jurisdiction of this  
15 Court. Plaintiff also seeks “affirmative relief” or “prospective relief” as defined by Government  
16 Code § 12926(a).

**SECOND CLAIM FOR RELIEF**

17  
18 Discrimination – Age, Religion, Sex/Gender  
19 In violation of Title VII of the Civil Rights Act of 1964,  
42 U.S.C. § 2000e *et. seq.*

20 136. Plaintiff Fretwell realleges and incorporates herein by reference all of the above paragraphs as  
21 though fully set forth herein.

22 137. Plaintiff was subjected to unwanted harassing and discriminatory conduct because of his age,  
23 religion, and/or sex/gender. In short, the radio station community, including both staff members  
24 and members of the public, regarded Plaintiff as the stereotype of the “enemy” – an old Christian  
25 male. Defendant created an environment that, among other things, tolerated and encouraged  
26 discrimination and harassment of Plaintiff, all in violation of Title VII.

1 138. As an actual and proximate result of the aforementioned violations, Plaintiff has been harmed in  
2 an amount according to proof, but in an amount in excess of the minimum jurisdiction of this  
3 Court. Plaintiff also seeks “affirmative relief” or “prospective relief” as defined by Government  
4 Code § 12926(a).

5 **THIRD CLAIM FOR RELIEF**

6 Retaliation in Violation  
7 of Title VII of the Civil Rights Act of 1964,  
8 42 U.S.C. § 2000e *et. seq.*

9 139. Plaintiff Fretwell realleges and incorporates herein by reference all of the above paragraphs as  
10 though fully set forth herein.

11 140. Plaintiff engaged in protected activities when he notified Defendant of practices he reasonably  
12 believed to be illegal including but not limited to harassment and discrimination.

13 141. Defendant took adverse actions against Plaintiff for reporting protected activity and objecting to  
14 unlawful practices. These adverse actions include, but are not limited to harassment,  
15 discrimination, suspension, administrative leave, investigation, interference with career  
16 advancements, disparaging his name and reputation, taking away his ability to manage his  
17 subordinates, termination, and retaliation based on his complaints regarding protected activity.

18 142. As an actual and proximate result of the aforementioned reports of illegal conduct and  
19 violations, Plaintiff has been harmed in an amount according to proof, but in an amount in excess  
20 of the minimum jurisdiction of this Court.

21 **FOURTH CLAIM FOR RELIEF**

22 Violation of California Whistleblower Protection Act  
23 Government Code §8547 *et seq.*

24 143. Plaintiff Fretwell realleges and incorporates herein by reference all of the above paragraphs as  
25 though fully set forth herein.

26 144. California Government Code § 8547.1 states, “The Legislature finds and declares that state  
27 employees should be free to report waste, fraud, abuse of authority, violation of law, or threat to  
28 public health without fear of retribution.”

1 145. Government Code § 8547.3(a) states, “An employee may not directly or indirectly use or  
2 attempt to use the official authority or influence of the employee for the purpose of intimidating,  
3 threatening, coercing, commanding, or attempting to intimidate, threaten, coerce, or command any  
4 person for the purpose of interfering with the rights conferred pursuant to this article.”

5 146. Plaintiff reported “Improper Governmental Acts,” to Defendant as alleged herein, and as  
6 defined in the California Government Code § 8547.2(c).

7 147. Defendant violated Government Code §§ 8547 when it unlawfully harassed, discriminated, and  
8 retaliated against Plaintiff for his reports.

9 148. Government Code § 8547.10(c) states, “In addition to all other penalties provided by law, any  
10 person who intentionally engages in acts of reprisal, retaliation, threats, coercion, or similar acts  
11 against a university employee, including an officer or faculty member, or applicant for employment  
12 for having made a protected disclosure shall be liable in an action for damages brought against him  
13 or her by the injured party. Punitive damages may be awarded by the court where the acts of the  
14 offending party are proven to be malicious. Where liability has been established, the injured party  
15 shall also be entitled to reasonable attorney's fees as provided by law. However, any action for  
16 damages shall not be available to the injured party unless the injured party has first filed a  
17 complaint with the university officer identified pursuant to subdivision (a), and the university has  
18 failed to reach a decision regarding that complaint within the time limits established for that  
19 purpose by the regents. Nothing in this section is intended to prohibit the injured party from  
20 seeking a remedy if the university has not satisfactorily addressed the complaint within 18 months.”

21 149. Plaintiff has fully complied with statutory obligations to exhaust administrative remedies by  
22 filing a complaint with the Defendant dated October 8, 2019, within six (6) months of his  
23 termination.

24 150. As an actual and proximate result of the aforementioned violations, Plaintiff has been harmed in  
25 an amount according to proof, but in an amount in excess of the minimum jurisdiction of this  
26 Court.

1 151. The above described actions were perpetrated and/or ratified by a managing agent or officer of  
 2 Defendant. These acts were done with malice, fraud, oppression, and in reckless disregard of  
 3 Plaintiff's rights. Further, said actions were despicable in character and warrant the imposition of  
 4 punitive damages in a sum sufficient to punish and deter Defendant's future conduct.

5 152. Government Code § 818 states, "Notwithstanding any other provision of law, a public entity is  
 6 not liable for damages awarded under Section 3294 of the Civil Code or other damages imposed  
 7 primarily for the sake of example and by way of punishing the defendant." Additionally, as  
 8 addressed in *McAllister*, "punitive damages against a public entity are not allowed, **absent a**  
 9 **specific statute expressly allowing them.**" *McAllister v. South Coast Air Quality Management*  
 10 *District* (1986) 183 Cal.App.3d 653, 656. Therefore, as Government Code § 8547 et seq. is another  
 11 "provision of law" which "expressly allow[s]" punitive damages against a public entity, Plaintiff  
 12 hereby seeks punitive damages against Defendant. Government Code § 8547(c) reads, "In addition  
 13 to all other penalties provided by law, any **person** who intentionally engages in acts of reprisal,  
 14 retaliation, threats, coercion, or similar acts against a university employee, including an officer or  
 15 faculty member, or applicant for employment for having made a protected disclosure shall be liable  
 16 in an action for damages brought against him or her by the injured party. **Punitive damages may**  
 17 **be awarded** by the court where the acts of the offending party are proven to be malicious."  
 18 Furthermore, pursuant to Section 8547.2(d), "**Person**' means an individual, corporation, trust,  
 19 association, **any state or local government, or any agency or instrumentality of any of the**  
 20 **foregoing.**"

21 **FIFTH CLAIM FOR RELIEF**  
 22 Whistleblower Retaliation in violation of  
 23 Labor Code §§ 98.6 & 1102.5

24 153. Plaintiff Fretwell realleges and incorporates herein by reference all of the above paragraphs as  
 25 though fully set forth herein.

26 154. California Labor Code § 98.6 states that an employer may not "discharge an employee or in  
 27 any manner discriminate against any employee . . . because the employee . . . has filed a bona fide  
 28

1 complaint or claim or instituted or caused to be instituted any proceeding under or relating to his or  
2 her rights which are under the jurisdiction of the Labor Commissioner.”

3 155. California Labor Code § 1102.5(b) states, “An employer, or any person acting on behalf of the  
4 employer, shall not retaliate against an employee for disclosing information, or because the  
5 employer believes that the employee disclosed or may disclose information, to a government or law  
6 enforcement agency, to a person with authority over the employee or another employee who has  
7 the authority to investigate, discover, or correct the violation or noncompliance, or for providing  
8 information to, or testifying before, any public body conducting an investigation, hearing, or  
9 inquiry, if the employee has reasonable cause to believe that the information discloses a violation  
10 of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or  
11 regulation, regardless of whether disclosing the information is part of the employee’s job duties.”

12 156. California Labor Code § 1102.5(c) states that an “employer may not retaliate against an  
13 employee for refusing to participate in an activity that would result in a violation of state or federal  
14 statute, or a violation or noncompliance with a state or federal rule or regulation.”

15 157. California Labor Code § 1102.5(e) states “A report made by an employee of a government  
16 agency to his or her employer is a disclosure of information to a government or law enforcement  
17 agency pursuant to subdivisions (a) and (b).” “Employee” includes individuals employed by the  
18 Board of Trustees of the California State University, under California Labor Code §1106.

19 158. The California State University is one of the governmental agencies to whom Plaintiff reported  
20 unlawful acts.

21 159. Plaintiff made protected disclosures to Defendant with respect to violations of the U.S. Fair  
22 Labor Standards Act and California Labor Code by Katie Whiteside, resulting in Whiteside’s  
23 termination.

24 160. Plaintiff also made additional protected disclosures that he was being subjected to harassment  
25 and defamation in violation of both University policy and civil rights law.

26 161. Defendant violated Labor Code §§ 98.6 and 1102.5 when it unlawfully harassed,  
27 discriminated, and retaliated against Plaintiff for his reports to Defendant, as alleged above.

1 162. As an actual and proximate result of the aforementioned violations, Plaintiff has been harmed in  
2 an amount according to proof, but in an amount in excess of the minimum jurisdiction of this  
3 Court.

4 **SIXTH CLAIM FOR RELIEF**

5 Harassment – Age, Religion, Sex/Gender  
6 In violation of the Government Code § 12940(j)

7 163. Plaintiff Fretwell realleges and incorporates herein by reference all of the above paragraphs as  
8 though fully set forth herein.

9 164. At all times relevant to this matter, the Fair Employment and Housing Act and California  
10 Government Code § 12940 was in full force and effect and binding on Defendant.

11 165. Plaintiff was subjected to unwanted harassing conduct because of his age, religion, and  
12 sex/gender. This harassing conduct was conducted by Defendant, and or its  
13 employees/agents/constituents who created an environment that, among other things, tolerated and  
14 encouraged harassment and discrimination against Plaintiff that impacted the terms and conditions  
15 of Plaintiff’s employment. The statements and conduct on the part of Defendant complained of  
16 herein represent a violation of California Government Code § 12940(j) and Title 2 of the California  
Code of Regulations §§ 11006, 11019, 11020, 11029, 11059, 11074.

17 166. A reasonable person in Plaintiff’s circumstances would have considered the work environment  
18 to be hostile or abusive. The environment of harassment was severe and/or pervasive.

19 167. As an actual and proximate result of the aforementioned violations, Plaintiff has been harmed in  
20 an amount according to proof, but in an amount in excess of the minimum jurisdiction of this  
21 Court. Plaintiff also seeks “affirmative relief” or “prospective relief” as defined by Government  
22 Code § 12926(a).

23 **SEVENTH CLAIM FOR RELIEF**

24 Discrimination – Age, Religion, Sex/Gender  
25 In violation of the Government Code § 12940(a)

26 168. Plaintiff Fretwell realleges and incorporates herein by reference all of the above paragraphs as  
27 though fully set forth herein.



1 169. At all times relevant to this matter, the Fair Employment and Housing Act and California  
2 Government Code § 12940(a) was in full force and effect and binding on Defendant.

3 170. Plaintiff was subjected to unwanted harassing and discriminatory conduct because of his age,  
4 religion, and/or sex/gender. This harassing and discriminatory conduct was conducted by  
5 Defendant who created an environment that, among other things, tolerated and encouraged  
6 discrimination against Plaintiff. The statements and conduct on the part of Defendant complained  
7 of herein represent a violation of California Government Code § 12940(a) and Title 2 of the  
8 California Code of Regulations §§ 11006, 11019, 11020, 11029, 11059, 11074.

9 171. As an actual and proximate result of the aforementioned violations, Plaintiff has been harmed in  
10 an amount according to proof, but in an amount in excess of the minimum jurisdiction of this  
11 Court. Plaintiff also seeks “affirmative relief” or “prospective relief” as defined by Government  
12 Code § 12926(a).

13 **EIGHTH CLAIM FOR RELIEF**

14 Retaliation in Violation  
15 of Government Code § 12940(h)

16 172. Plaintiff Fretwell realleges and incorporates herein by reference all of the above paragraphs as  
17 though fully set forth herein.

18 173. Plaintiff notified Defendant of practices he reasonably believed to be illegal such as  
19 harassment and discrimination, as well as reporting violations of the F.L.S.A. and Labor Code  
20 requirements with respect to paying minimum wages and overtime pay.

21 174. Defendant retaliated against Plaintiff in violation of Government Code § 12940(h) and Title 2  
22 of the California Code of Regulations §§ 11006, 11021.

23 175. Defendant took adverse actions against Plaintiff for reporting protected activity and objecting to  
24 unlawful practices. These adverse actions include, but are not limited to harassment,  
25 discrimination, suspension, administrative leave, investigation, interference with career  
26 advancements, disparaging his name and reputation, taking away his ability to manage his  
27 subordinates, termination, and retaliation based on his complaints regarding protected activity.  
28

1 176. As an actual and proximate result of the aforementioned reports of illegal conduct and  
2 violations, Plaintiff has been harmed in an amount according to proof, but in an amount in excess  
3 of the minimum jurisdiction of this Court. Plaintiff also seeks “affirmative relief” or “prospective  
4 relief” as defined by Government Code § 12926(a).

5 **NINTH CLAIM FOR RELIEF**

6 Failure to Prevent Discrimination and Harassment  
7 In violation of the Government Code § 12940 et. seq.

8 177. Plaintiff Fretwell realleges and incorporates herein by reference all of the above paragraphs as  
9 though fully set forth herein.

10 178. As an employer pursuant to the definition in Government Code § 12926(d), Defendant has a  
11 duty to prevent unlawful harassment and discrimination, including retaliation.

12 179. Defendant knew or should have known about the harassment, discrimination, and retaliation of  
13 Plaintiff, set forth above.

14 180. Defendant failed to implement adequate training, policies, or instructions that would have  
15 prevented the aforementioned discrimination, harassment, and retaliation.

16 181. Defendant also failed to promptly correct the harassment, discrimination, and retaliation of  
17 Plaintiff.

18 182. Defendant failed to follow its own policies and procedures for addressing harassment and  
19 discrimination and responding to and investigating complaints of harassment and discrimination.

20 183. Thus, Defendant breached its duty to prevent discrimination, harassment, and retaliation against  
21 Plaintiff. Accordingly, Defendant violated Government Code § 12940(k) and Title 2 of the  
22 California Code of Regulations § 11023.

23 184. Defendant’s actions in failing to take steps to prevent harassment, discrimination and retaliation  
24 of Fretwell were based on counsel and advice from the Office of General Counsel.

25 185. As an actual and proximate result of the aforementioned violations, Plaintiff has been harmed in  
26 an amount according to proof, but in an amount in excess of the minimum jurisdiction of this  
27 Court. Plaintiff also seeks “affirmative relief” or “prospective relief” as defined by Government  
28 Code § 12926(a).

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff demands judgment against Defendant and any other defendants who may be later added to this action as follows:

1. For compensatory damages, including, but not limited to lost wages, benefits, and non-economic damages in the amount according to proof;
2. For attorneys’ fees and costs pursuant to all applicable statutes or legal principles;
3. For cost of suit incurred;
4. For punitive damages, as recoverable by law;
5. For any and all penalties, as recoverable by law;
6. For prejudgment interest, as recoverable by law;
7. For injunctive relief to prevent Defendants from engaging in unlawful harassment, discrimination, and retaliation and to enjoin Defendants from violating California Labor Laws, California Health and Safety Laws, and for attorneys’ fees for enforcing said laws; and
8. For such other and further relief as the court may deem proper.

Dated: November 19, 2020  
Westlake Village, CA

Respectfully submitted,

CHURCH STATE COUNCIL

*s/ Alan J Reinach*

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Alan J. Reinach, Esq.  
Jonathon S. Cherne, Esq.  
Attorneys for Peter Fretwell