



CYNDY DAY-WILSON, ESQ. • LL.M. ENVIRONMENTAL LAW
628 H STREET, EUREKA, CA 95501 • (707) 798-5048
CDAYWILSON@DAYWILSONLAW.COM

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PERSONAL DELIVERY

Kathy Hayes
Clerk of the Board
825 5th Street, Room 111
Eureka, CA 95501

RE: Claim for Damages – Cathie Childs

Dear Ms. Hayes:

Please allow this correspondence to serve as Claim for Damages against the County of Humboldt on behalf of my client, Cathie Childs. Please direct all correspondence to me regarding Ms. Childs at the above-referenced address.

Background:

Ms. Childs was employed by the County as a deputy county counsel from October 4, 2021 until her termination via email on September 23, 2022.

In September of 2021, Ms. Childs applied and interviewed for a “Deputy County Counsel I - IV” position with an opening date of August 16, 2021 with then-County Counsel Jefferson Billingsley and Assistant County Counsel Scott Miles. Ms. Childs was offered the position of Deputy Counsel IV, Step D during the interview by Mr. Billingsley, and formally accepted the position mid-September and relocated to California for the position beginning on October 4, 2021. The advertised position contained the following “EXAMPLES OF DUTIES,” which closely matched Ms. Childs’s previous experience legally representing local governments in Texas:

- Advises County departmental management concerning their respective duties, powers, functions and obligations
- Performs a wide range of legal work in such areas as juvenile, child welfare, criminal, public guardian, special districts and mental health.
- Researches legal problems and prepares opinions, ordinances, resolutions, contracts, leases, permits and other legal documents.
- Prepares and tries routine to difficult cases, often involving a specialized body of law.

- Represents the County in administrative hearings before boards and commissions and state and federal agencies.
- Assists other attorneys in all phases of legal work.
- Attends County departmental, board and commission meetings to [provide legal advice on a variety of matters.
- Investigates and prepares reports regarding claims against the County.
- Reviews ordinances, resolutions, contracts and other documents for legal sufficiency; recommends modifications as required.
- Maintains accurate records and files and compiles reports of work performed.
- Monitors legal developments, including proposed legislation and court decisions; evaluates their impact on County operations and recommends appropriate action.
- Directs the work of professional and support staff as assigned.

Among other things, the position also required:

Skill in:

- Preparing clear, concise and legally sufficient resolutions, ordinances, contracts, leases, permits, reports, correspondence and other written materials.

In Mr. Billingsley's September 9, 2021 e-mail to the County Administrative Office, Mr. Billingsley explained wanting to bring Ms. Childs in at the Deputy County Counsel IV, Step D level (the 2nd highest Deputy County Counsel salary level) as follows:

"... I have an applicant with over 30 years as an attorney and decades of government experience that I believe will be an excellent fit for our office. With your office's approval, I would like to offer her the position of Attorney VI [sic] at step D. I would like to extend at IV(D) due to Ms. Childs's **extensive experience and history with government law**. Please let me know as soon as you can as Ms. Childs have [sic] several interviews set and I would like to make her an offer as soon as possible." [Emphasis added.]

Based on Mr. Billingsley's offer, pleasant exchange during the interview, and the job description in the County's posting, Ms. Childs accepted and moved to Humboldt County solely for this senior attorney position.

When Ms. Childs arrived at the County, she was assigned primary responsibility for a number of departments as a legal adviser, including Economic Development, Elections, and Public Works. On her second day at the County, Ms. Childs received a telephone call from Tom DeAge in Public Works, introducing himself and advising Ms. Childs he would be sending over a lease regarding a property at 404 H Street that he needed Ms. Childs to review, approve, and return the same day. Ms. Childs reviewed the pre-drafted lease, noted the County agreed to indemnify the Lessor in this lease when the County should not, that the County had not provided the required written notice to exercise the option term therein, and the County must consent to an assignment of lease, which Ms. Childs did not see in the paperwork. The last minute notice that a rush assignment was to be sent to Ms. Childs – usually with just an hour or two notice – was normal operating

procedure for Public Works. When Ms. Childs asked Mr. Billingsley the following week if everything from Public Works was a rush, Mr. Billingsley replied “It will if you let it be.” Ms. Childs was given no direction on how to deal with the last minute requests.

This began a pattern from the Public Works department of undermining Ms. Childs by sending Ms. Childs pre-drafted legal documents (drafted by non-lawyers out of a selection of Board of Supervisor-approved templates), incredibly short timelines to review (insufficient time to research legal issues) and approve, pre-dictated on a Public Works determined multi-party approval schedules. Soon after, the Director of Public Works, Tom Mattson sent an e-mail to many people including Ms. Childs regarding a “Small Cell Wireless Facilities” ordinance he had written and wanted to submit to the agenda process for the Board of Supervisors. In the e-mail, Mr. Mattson set forth a timetable for each person’s review and approval, with Ms. Childs’s review and approval being one of the first recipients and requiring her to return it the morning after she received it – within two to three hours. With many assignments already on her desk, and not being familiar with what small cell facilities were nor the California laws that apply to them, Ms. Childs immediately informed Mr. Mattson with a “reply all” to the group that she would not be able to review the assignment prior to the imposed deadline. Ms. Childs received no response or follow-up from Mr. Mattson, and returned the assignment after finishing those she had received beforehand and being able to familiarize herself with the topic and associated legal issues. Ms. Childs did not receive feedback on the work regarding the small cell wireless facility ordinance she forwarded back to Mr. Mattson and the approval group. Ms. Childs did, however, overhear comments from the males in Public Works that “Cathie needs more time.” Each comment was made in a negative and non-productive tone.

Ms. Childs also began participating in Zoom teleconferences with many parties regarding real estate transactions being handled by the Public Works Department. In these Zoom calls, and without any private discussion or questioning, Mr. DeAge began publicly disparaging Ms. Childs’ legal opinion to non-attorney staff on the calls. Initially, Ms. Childs phoned Mr. DeAge privately and requested he clarify any questions or concerns he had about her work with her or her supervisors rather than on a multi-party zoom conference. When Mr. DeAge’s disrespectful and inappropriate criticisms continued, Ms. Childs contacted one of Mr. DeAge’s supervisor on January 6, 2022, inquired if Mr. DeAge equally and publicly criticized men’s work and indicated the open criticism of her work by Mr. DeAge needed to stop. Shortly thereafter, Mr. DeAge ceased contacting Ms. Childs directly, did not initiate communication with Ms. Childs but continued to be copied on Public Works assignment communications to Ms. Childs as well as multi-member staff Zoom meetings.

On one matter, Ms. Childs had been working extensively with Jared Fisher of Public Works on a lease on Heartwood Ave. in McKinleyville when on January 7, 2022, an issue arose about an architect’s stamp on one of the exhibits having expired between 2 different required events in the Lease: 1) the commencement date calculation, and 2) when the certificate of occupancy was issued. Many Public Works staff were copied on the communications throughout, but Mr. Fisher and Ms. Childs primarily discussed for a few weeks. Ms. Childs suggested the Exhibit be submitted back to the Architect, and have a new, current stamp accompany the prior stamp in effect at the time of the commencement date calculation. This way both dates are approved with valid architect stamps. Again, and inappropriately, Mr. DeAge interjected and “replied all”, outlining

the process that he wanted undertaken to amend the contract in order to accommodate Ms. Childs's legal advice. In essence, Mr. DeAge conveyed to the group once again that Ms. Childs's legal advice should not be followed. Ms. Childs reiterated she was suggesting a second stamp on an exhibit which one of Mr. DeAge's supervisors ultimately decided was the way to proceed.

Not once was Ms. Childs reprimanded or advised in any matter regarding her interactions with Public Works. That became an issue as neither Mr. Billingsley or Mr. Miles provided any guidance when requested by Ms. Childs. Mr. Billingsley was usually busy and Mr. Miles did not welcome any interruptions – his demeanor and lack of meaningful response to inquiries made it clear that he did not want to get involved or assist Ms. Childs with her assignments.

In January of 2022, Ms. Childs received primary responsibility for the County's Aviation Department, which was involved in a lawsuit by the federal government against the County for non-compliance with Federal Aviation Administration ("FAA") regulations and accompanying federal law. Civil Action 1:16-CV-05139-NJV, *U.S.A. v. Humboldt County*, in the United States District Court, Northern District of California, San Francisco Division. The federal lawsuit had been stayed for some time pending the County taking corrective measures at its 6 airports, and Mr. Billingsley's first assignment to Ms. Childs, was to research the status of the 8 "action items" the court had previously requested information. The federal government was requiring the County to correct its inappropriate use of "airport revenue" which violated FAA grant assurances the County had made in acquiring FAA grants, correct non-aeronautic use of County airports and bring all rentals, (e.g. hangar leases, tie down agreements, etc.) up to fair market value. Ms. Childs and her predecessor, Amanda Freeman, had a transition meeting with the Aviation staff to update Ms. Childs on all matters, especially the changes required by the FAA. All of the corrective action items addressed the County's non-compliant historical practices and procedures at its various airports under the Public Works Department and the action needed to remedy these violations. Most notable among these violations were the inappropriate diversion of "airport revenue" to other County departments and the lack of self-sufficiency of the airport system in the County. Mr. Billingsley and Ms. Childs were able to update the Court, and based on progress by the County to date, the federal lawsuit against the County was dismissed without prejudice in early 2022, meaning if the County slipped back into its old ways, the FAA could refile the lawsuit.

As part of the Aviation Department assignment, Ms. Childs began regularly meeting with the Director of Aviation and his staff out at the California Redwood Coast-Humboldt County Airport ("ACV") where the Director of Aviation, Cody Roggatz, had his office. In these meetings, Ms. Childs and Mr. Roggatz were able to freely speak about his concerns regarding the inappropriate use of airport revenue by the County, and how, in Mr. Roggatz's experience, the issues should be addressed and how other airports have handled similar situations.

The biggest concern the Director of Aviation had was the diversion of "airport revenue" to the Public Works Department in long-established County processes and procedures. One of the solutions to this use of "airport revenue" was for the Aviation Department to begin administering its own contracts rather than submit its work requests to the Public Works Department. The form supplied by Public Works to Aviation required a 15% project cost "fee" commitment to Public Works on the Work Order form provided by Public Works. Mr. Roggatz was concerned the forms provided a paper trail for the FAA to follow the County's continued non-compliance with the

airport revenue issue. Previously, the County had purchased a fire truck for the airports, mainly with federal funds, and required this fire truck be “donated” by the Aviation Department to the Public Works Department, and Aviation must rent back this firetruck partially purchased with federal funds from the Public Works Department to use it. Ms. Childs often expressed her opinion to Mr. Miles that she was concerned that this procedure was a misuse of public funds by Public Works.

On December 21, 2021, prior to Ms. Childs being assigned the Aviation Department, the County Board of Supervisors approved and electrical and lighting upgrade at ACV by electrical contractor EcoGreen Solutions, Inc. (“EcoGreen”), which utilized a new program offered by the utility Pacific Gas & Electric (“PG&E”), an “On-Bill Financing Loan Program” to replace over 200 light fixtures that were either then unlit or needed to be upgraded to LED technology, which would save the County over \$27,000 annually. First those savings repay the loan and then reduce the County’s utility charges thereafter. There was concern about using the Public Works form with the 15% commitment “fee” on this project and how the 15% fee would be calculated. The work needed to be completed within the next few months, would be paid for with the energy savings during the six-year financing window and the electrical upgrades would better assist aircraft attempting to land in ACV’s notoriously foggy conditions.

Beginning in late January 2022, Aviation staff began asking Ms. Childs whether they must obtain a project number from Public Works on the EcoGreen project. Knowing the EcoGreen contractor was collecting materials to travel to ACV and perform the installation, Ms. Childs went to her immediate supervisor, Mr. Miles, and brought up the potential misuse of public funds, with regard to the Public Works form with the 15% commitment “fee”. Ms. Childs conveyed her concerns and sought advice from Mr. Miles on how to navigate this issue and move this along given the circumstances. Mr. Miles suggested Ms. Childs set up a meeting with Jake Johnson and Charlotte Merkal of Public Works who processed all of the work orders and project numbers for Public Works. Ms. Childs scheduled a Zoom meeting with Mr. Johnson and Ms. Merkal later that afternoon.

Shortly afterward, a Mr. Sean Meehan accepted an invite to the meeting Ms. Childs had set up. Not knowing exactly who Mr. Meehan was at first and knowing she had not invited him to this meeting, Ms. Childs asked how he managed to accept an invite. Mr. Meehan stated he was the Deputy Director of the department, that it is under his purview for either he or his boss, Mr. Mattson to attend any Public Works meeting and that he had invited himself. Ms. Childs explained she was not ready for meeting with a Deputy Director or Director level on this yet and was still gathering facts in order to have questions on the process. Ms. Childs subsequently cancelled the meeting because she had lost control over a meeting her supervisor had suggested.

On February 10, 2022, Ms. Childs went back to Mr. Miles to report she was not able to gather the facts without Public Works management being present, that no one in Public Works would answer her questions and that Ms. Childs was not progressing in her assignment. Ms. Childs emphasized the EcoGreen contractor was preparing to travel to ACV and perform the installation. Mr. Miles suggested Ms. Childs set up meeting with himself, Mr. Johnson, Ms. Merkal, Mr. Mattson and Mr. Meehan so Ms. Childs could gather basic facts.

The meeting with Public Works was held on February 16, 2022 at 1:30 p.m. via Zoom. Ms. Childs stated at the meeting that the ultimate goal was to comply with FAA regulations and that Aviation needed guidance from Public Works. Ms. Childs left the meeting with the impression that the goal of the Public Works department was for Public Works to continue using the Public Works form with the 15% commitment “fee” on this project - a misuse of public funds.

On February 17, 2022, Public Works contacted Ms. Childs over the small cell wireless facilities ordinance again. Public Works was not contacting Ms. Childs over the work she had previously performed for Public Works though, but rather due to the Department of Aviation’s concerns over how this technology would affect aircraft and their airports. Mr. Bob Bronkall told Ms. Childs that Aviation ignored news of new technology that says 90% of aircraft are not affected by this technology and that the other 10% of the fleet can be retrofitted. Ms. Childs needed to further research this new issue of this new area regarding small cell wireless technology, have a discussion with the Director of Aviation on his position before being able to answer Mr. Bronkall.

In mid-February of 2022, Ms. Childs learned of a pig farm at the County’s Rohnerville Airport which was run by the Humboldt County Sheriff’s Department. In addition to being a non-aeronautical use of the County’s airport, there were issues of a relative of one of the sheriff deputies receiving compensation for hay gathered at or near the airport, safety issues with how the Sheriff’s SWAP program conducted mowing services near runways and inappropriate “airport revenue” diversion as well.

On March 21, 2022, Mr. Billingsley called an Office of County Counsel meeting and abruptly announced he had resigned, effective April 15, 2022. On April 13, 2022, Mr. Billingsley gave Ms. Childs her 6 month performance evaluation prior to leaving, which was largely positive (mainly 4s or 5s out of 5). One of the lower ratings was for “client relations”. When Ms. Childs inquired about the low score, Mr. Billingsley advised Ms. Childs as he was leaving her office “Beware Public Works”.

Early in the week of April 18, 2022, Ms. Childs went to Mr. Miles who was now informally in-charge of the Office of County Counsel, to express her concerns over the inappropriate use of airport revenue (being her biggest concern), how Mr. Miles would like her to address the problems she was having with Public Works considering and/or openly rejecting her legal advice, and how the County’s system of non-lawyers spending extensive time negotiating and drafting legal documents for licensed attorneys to merely edit was “backwards” and made her role more difficult revising such agreements to be legally appropriate for the County to enter. In essence, non-lawyers are practicing law, and the Deputy County Counsels are editors if and when permitted by staff to do so. After a few discussions regarding the problems with Public Works department did not appear to be getting through to Mr. Miles, Ms. Childs asked Mr. Miles for permission to speak plainly. Mr. Miles said she could and Ms. Childs responded, “Scott, if I had a penis, I would not be treated this way,” and Mr. Miles responded, “You’re right, you are being hazed”. Stunned at Mr. Miles admission of inappropriate conduct and no offer to remedy it, Ms. Childs replied, “Hazing is not Okay”.

Mr. Miles instructed Ms. Childs to file a claim against Public Works. Ms. Childs explained she did not want to file a claim, believed a formal claim would not build good working relations,

and that as a newer employee, Ms. Childs was coming to her supervisor for assistance. Ms. Childs stated to Mr. Miles that either she was not properly trained as to her role as a Deputy County Counsel or else staff was not properly trained as to her role, because there was not a shared understanding of what she was to do. Mr. Miles responded that “training” was under Human Resources, and that he and Ms. Childs should meet with the Human Resources attorney in the office, Anne Nguyen to discuss.

On April 25, 2022, Ms. Childs had a Zoom meeting with Mr. Miles and Ms. Nguyen to discuss possible training for Ms. Childs and staff, so everyone could understand their various roles in the approval process and “stay in their own lanes”. Ms. Nguyen never brought up training and instead only discussed Ms. Childs filing a claim. Ms. Nguyen followed up in an e-mail, thanking Ms. Childs for meeting with her and Mr. Miles about “your interactions and difficulties with Public Works; more specifically, with Tom Mattson, Sean Meehan and Tom DeAge. I’m really sorry that you had to experience that and I completely understand your desire to just move forward, but I would really appreciate the opportunity – whenever you are ready – to talk in more detail about what has occurred to date so that a thorough and complete assessment can be made of any possible violations of statutes, regs, or County policy.” Then Ms. Nguyen set forth a course of action more appropriate for a discrimination claim, not a lack of proper training, and stated that all Public Works matters will be reassigned and no longer assigned to Ms. Childs. Ms. Childs responded to Ms. Nguyen and Mr. Miles that taking work away from her is not the assistance she came to them for, training was never brought up in their Zoom meeting as Mr. Miles had led Ms. Childs to believe it would. Ms. Childs informed Ms. Nguyen and Mr. Miles that the County’s “Boyz club” or “hazing” culture was the problem, and bringing a claim would be pointless since no one would confront it. Ms. Childs expressed she believed training was an appropriate way to address.

On April 27, 2022, Ms. Childs was contacted by Karen Clower from the County Administrative Office and encouraged to be a “team player” in revising the form Public Works required to perform services on any Aviation matters. Ms. Childs had received an e-mail chain a day earlier where a Public Works Deputy Director asked Ms. Clower to have Aviation’s counsel draft changes to this form. The CAO’s office made this demand even after the County settled the federal lawsuit over the County’s non-compliance with FAA regulations. Clearly, the suggested “teamwork” would thus have been a violation of FAA grant assurances and put the County at unnecessary risk. Ms. Childs did not believe that was a risk worth taking and further constituted a misuse of public funds.

On April 28, 2022, in response to Ms. Nguyen’s e-mail documenting Ms. Childs’s refusal to press a claim against Public Works, Ms. Childs reminded Ms. Nguyen she was brought in by Mr. Miles and reminded Ms. Nguyen that training has not been addressed and could improve the situation. Ms. Nguyen asked if Ms. Childs has returned all Public Works assignments.

Curiously, on May 23, 2022, despite having been pulled off of all Public Works matters, Tom Mattson invited Ms. Childs and take part in a multi-party zoom call led by Mr. Mattson to address SB 1383. Ms. Childs accepted the invitation and attended the call run by Mr. Mattson, discussing the ordinance he was drafting, a timetable for transmitting it to Deputy County Counsel Destinee Andrews for review, as well as the approval schedule for other attendees.

After the meeting with Ms. Nguyen and Public Works matters taken away from Ms. Childs, Mr. Miles assigned Ms. Childs to review the agreements for DHHS's Behavioral Health unit's services to be provided through local entities. DHHS has a contract unit that also uses templates approved by the Board of Supervisors. Staff selects which templates are appropriate for a given transaction, complete them with the vendor and submit to County Counsel's office for review and approval. Upon reviewing the various templates, Ms. Childs noticed they were missing very basic provisions that protected the County in its operational transactions (e.g., stating the vendor was properly authorized by the Secretary of State to conduct business in California, a provision allowing the County to dispute mistaken invoicing within a certain amount of time, ensuring California law applies to the agreements, etc.). Ms. Childs began inserting these missing provisions into the agreements submitted to her for approval and all of Ms. Childs' insertions were strongly challenged by non-lawyer staff. Often Ms. Childs would ask to speak to the other entity or their attorney, only to later be informed by County staff what the vendor or their attorney had to say about Ms. Childs' comments. The Behavioral Health Unit of DHHS constantly disagreed with insertions Ms. Childs made to contract templates to better legally protect the County. Other legal issues Ms. Childs was not allowed to legally address included the mutual indemnity clause routinely given to corporations because DHHS management insisted on mutual indemnity, Mr. Miles eventually overruling Ms. Childs' legal opinion of mutual indemnity being offered to a corporation as inappropriate, and Risk Management continually returning to Ms. Childs for advice on the use of mutual indemnity even after Mr. Miles stated the Office's position. In addition, contract over-spends were routine (and a way around state procurement rules) and were not questioned (except by Ms. Childs), and vendors often were not registered with the California Secretary of State. Ms. Childs's concern regarding these issues only raised consternation with County staff, and as a result, her supervisor, Mr. Miles.

On May 25, 2022, Ms. Childs begins to review an "Operating Agreement" drafted by Di-anna Rios, a non-lawyer in the Economic Development department who works with Aviation on promoting tourism, and Ms. Rios informed Ms. Childs she had spent 6 months negotiating and drafting the agreement with Lyft. Ms. Childs determined an "Operating Agreement" was not the appropriate agreement for the operation of a non-exclusive concession service at the airport that is regulated by the California Public Utility Commission. Ms. Childs went to Mr. Miles, Interim County Counsel, Mr. Roggatz, Director of Aviation and Mr. Scott Adair, Director of Economic Development separately to express her concerns about non-lawyers negotiating and drafting legal agreements for complex transactions, selecting which of a number of Board of Supervisors approved template is appropriate for a situation and the resulting inefficiency and time consumption of Ms. Childs having to reconstruct these non-lawyers' poorly drafted legal agreements.

On June 16, 2022, Ms. Childs received a mid-morning call informing her that her mother had passed away. Ms. Childs was out the remainder of the week on bereavement leave. Several other days were taken off between this news and Ms. Childs being terminated to address certain estate issues.

On July 15, 2022, Ms. Clower contacted Ms. Childs stating:

“We had discussed that if Public Works were to charge actual costs at fair market value that this would address concerns the FAA may have with Public Works managing / assisting with FAA funded projects. I made some changes to the PW projects request form and would like you opinion before I share with PW and Aviation.”

Ms. Childs corrected this inaccurate summation of her previous legal advice from Ms. Clower. Concerned by Ms. Clower’s e-mail, Ms. Childs went back to Mr. Miles in an e-mail asking for guidance since this twisted Ms. Childs’s legal advice and Ms. Childs saw this as “hazing” by Public Works and its continued misuse of public funds. Ms. Childs commented to Mr. Miles:

“I understand Public Works wants Aviation revenue. I also understand Public Works wants their form re-done,” and reiterated her legal opinion doing put the County at great peril.

Mr. Miles responded to Ms. Childs’s concerns, “I understand your frustration. It is not lost on me based on my experience at the County of Humboldt” and advised Ms. Childs to send another e-mail to Ms. Clower outlining Ms. Childs’s legal opinion, which Ms. Childs promptly sent. Mr. Miles’s e-mail then goes on to propose:

“The reassignment of the Public Works assignment was in response to your concerns and to protect you from potential issues that you raised. I hope you understand that was done with your wellbeing and positive intent in mind. I want to mention that because I sensed a certain level of dissatisfaction with that change based on your email. Aviation and Public Works do frequently work closely and this will likely not be the last time that you would have to work on an item that spans between Aviation and Public Works. With that in mind, how would you feel about swapping the Aviation assignment to another attorney in this office? Again, I offer this up to be as supportive as I can to you and your success here at the County. I am open to discussion on this, but wanted to make this option available.”

On July 18, 2022, Ms. Childs responded to Mr. Miles’s proposal to reassign the Aviation Department to Ms. Duke saying it would penalize Ms. Childs for further challenging the “hazing” from Public Works that was now coming through Ms. Clower in CAO. Ms. Childs expressed confusion at Mr. Miles’s offer since the Director of Aviation had expressed he was very pleased with Ms. Childs’s efforts to follow FAA regulations, and Ms. Childs enjoyed the work she was doing with the Aviation Department. Mr. Miles responded that it was clear **to him** that communication channels between Ms. Childs and himself were now strained, and Mr. Miles set up a meeting with Human Resources.

On July 25, 2022, the Interim Human Resources Director, Zach O’Hanen reached out to Ms. Childs prior to the scheduled meeting and welcomed her to provide additional information. Ms. Childs explained the problems she encountered with non-lawyers practicing law at the County, Ms. Childs’s attempts to address, that Mr. Miles had said she was being “hazed” and that Ms. Childs would appreciate any assistance Human Resources could provide her.

On July 27, 2022, Ms. Childs met with Director of Human Resources Zach O'Hanen, from Human Resources, Mr. Miles and Ms. Duke to discuss the hazing she had been experiencing, her concern about non-lawyers drafting legal documents, and Mr. Miles calling Ms. Childs disrespectful and unprofessional for continuing to challenge what Mr. Miles called the "hazing" Ms. Childs was receiving. Mr. O'Hanen told Ms. Childs in this meeting that she did not understand government employment. After an hour of receiving no assistance from Human Resources, Ms. Childs stated she completely understood they were unwilling to help her, thanked Human Resources for meeting with her, said she would be retaining her own outside help to advise her if filing a complaint was her best remedy, and Ms. Childs left the meeting to return to work.

On August 1, 2022, Human Resources sent a memorandum to Ms. Childs mischaracterizing their meeting on July 27, 2022; Ms. Childs was out of the office at the time. When Ms. Childs returned and received Mr. O'Hanen's e-mail, Ms. Childs notified Human Resources and her supervisors she was retaining legal representation, restated she had been seeking assistance from Human Resources for what Mr. Miles called "hazing" but Mr. Miles would do nothing about, and documented Human Resources offered no assistance to Ms. Childs.

On August 26, 2022, Ms. Childs received "County Actions in Response to Concerns" – from Mr. O'Hanen which provided Ms. Childs with a written outline of her job duties, only slightly different from the posting she had responded to when applying for her position. Mr. O'Hanen stated in this e-mail that he and Mr. Miles would request a meeting with Tom Mattson to discuss Ms. Childs's concerns. Ms. Childs was never informed whether or not such a meeting with Mr. Mattson took place or if so, what outcomes occurred from such a meeting.

On August 30, 2022, the Aviation Department advised Ms. Childs it had just received a "Notice of Investigation" by the California Dept. of Labor Relations regarding the EcoGreen contract and installation, its DIR Project Number and the certified payroll records. Ms. Childs forwarded the documents to Mr. Miles and Ms. Duke.

The last episode regarding non-lawyers drafting legal documents and not permitting Ms. Childs to edit or change them before she was terminated, involved a Memorandum of Understanding staff decided was appropriate in a situation, staff reported spending two years of time working on the MOU before submitting for County Counsel's input (County Counsel appears only as a compliance and cite check). Staff inserted the facts into a template as they saw appropriate and objected when Ms. Childs thought an MOU was not the way to go. Anticipating a firestorm from staff after fully researching the issue, Ms. Childs e-mailed Ms. Duke and Mr. Miles, explained the situation and requested their support anticipating a push back from the non-lawyers. Ms. Childs was told by Natalie Duke that Ms. Childs had their support, Ms. Childs received pushback and said she had her supervisors support, and Mr. Miles subsequently criticized Ms. Childs for not doing as they had agreed. Ms. Childs stated she could no longer work in the openly hostile and impossible environment Mr. Miles had created for her to work in and requested a meeting with Mr. Miles, the County Administrative Officer and her legal representation.

Having received no response from Mr. Miles the next morning, Ms. Childs requested Mr. Miles respond to her request for a meeting by Thursday, September 22, 2022 at 5:00 p.m. Ms. Childs stated she took seriously being pulled into Human Resources for being on the receiving end

of “hazing”, and that she also takes non-lawyers practicing law seriously. Ms. Childs asked for a meeting with Mr. Miles and the County Administrative Office, to discuss the issue of the unauthorized practice of law by non-lawyer County staff.

At 5:00 p.m. on Thursday September 22, 2022, despite repeated requests by Ms. Childs for an answer, Mr. Miles did not answer whether he would set up such a meeting. Ms. Childs informed Mr. Miles that his lack of a response left her no choice but to file an ethics complaint against he and Ms. Duke with the California Bar for allowing non-lawyer County staff to practice law while Ms. Childs was not permitted to do so.

Only after Ms. Childs informed Mr. Miles she would be filing an ethics complaint against he and Ms. Duke with the California Bar did Mr. Miles inform Ms. Childs the County had retained an outside law firm to look into her concerns. Having not been told this before or contacted by any outside law firm, Ms. Childs informed Mr. Miles, “The time for talking is over,” that she was then drafting the complaint, and would probably have the complaint filed with the California Bar by morning.

Ms. Childs reported as usual to work at 8:00 a.m. the next morning on Friday September 23, 2022. At 11:30 a.m., Ms. Childs received an **e-mail** from Mr. O’Hanen informing her that her at-will employment with the County of Humboldt was terminated for alleged repeated instances of disrespect to her supervisor.

Ms. Childs consistently documented issues she had with the Public Works and DHHS department staff “hazing” her, continually requested training for herself and staff regarding their various roles for a common understanding. Mr. Miles often commented he would have provided the same legal advice Ms. Childs had, but offered no assistance to Ms. Childs in how to navigate County staff personalities. Mr. Miles and Ms. Duke offered no assistance, institutional knowledge nor training opportunities despite Ms. Childs’ repeated requests. Certain of Ms. Childs’s legal analysis and conclusions were overruled by Mr. Miles not on the basis of the law, but due to staff demands, historical practice of the County whether legally compliant or not. Ms. Childs was never informed of the outcomes of meetings Mr. Miles and / or Mr. O’Hanen informed Ms. Childs they would have; never contacted by an outside firm looking into her concerns to interview her; and, certain activities Ms. Childs was asked to approve violated the law and she refused to approve, including, but not limited to:

- Rampant, continued airport revenue diversion by the Public Works Department and supported by the County Administrative Office.
- In July, 2022, the Elections Department requested Ms. Childs’s legal opinion on whether a special district could appoint a non-citizen resident to its governing board. Despite Ms. Childs finding no law permitting a non-citizen to serve on an elected special district board, and the agreed upon legal conclusion between Mr. Miles and Mrs. Childs that a non-citizen is not “eligible” to serve on a public special district board, the non-citizen was appointed with Mr. Miles’s approval, partially because the Registrar of Voters had previously permitted this individual to register to vote (also because a vocal County Supervisor in whose district the special district was located, wanted this non-citizen on the special district board).

- A Supervisor whom the Fair Political Practices Commission had found a cannabis-related personal conflict-of-interest prohibiting that person from certain activities and deliberating on certain cannabis-related issues, but still engaged in certain of those activities.

Other matters were assigned to Ms. Childs, but she was never provided the information necessary despite repeated requests from Tom DeAge of Public Works and Vonnice Fierro of DHHS, including but not limited to:

- On a certain County lease where the lease obligated the Landlord to pay the utilities, the County always paid the utilities until discovered many years later. The Board of Supervisors directed DHHS to recover the public funds paid on utilities. The statute of limitations barred over half of the County's utility payments (in the six-figures), and the Landlord was offering \$5,000. Despite being assigned to negotiate a settlement with this landlord in October of 2021 and repeated requests by Ms. Childs for a negotiation range she was authorized to settle the matter, negotiations occurred on the matter without Ms. Childs. Ms. Childs received a call from a Director at DHHS in February of 2021 demanding to know why the negotiations were going so badly. Ms. Childs responded, "What negotiations?"

The posting dated November 1, 2022 to replace Ms. Childs' position provides for the following diminished and more accurate "What You'll Do" job duties for a "Deputy County Counsel II-IV" after Ms. Childs' termination:

- Advise County Departments;
- Review ordinances, resolutions, contracts and other documents for legal sufficiency;
- Prepare appellate briefs.

On September 30, 2022, after her termination by email by the County, Ms. Childs, received a Notice to Cease and Desist from the County's outside counsel informing her that she was to immediately stop "(1) threatening to lodge complaints whether they be criminal, administrative or disciplinary, and (2) disclosing confidential and/or attorney-client privileged information." The County was informed on October 6, that their threats were without merit and that their threats should cease.

First, Ms. Childs' statements are not in violation of Section 3.10; they were not threats as she did not make any demands in conjunction with her statement. These were simply statements intended to notify the County that she would be pursuing a course of action. She requested nothing in return to halt the reporting to the State Bar of California. There was no violation.

Second, the County, through its outside counsel, misapplied the definition and application of attorney confidentiality and attorney-client privileged information in its baseless allegations against Ms. Childs. Attorney-client privilege is governed by California Evidence Code Section 950 et seq. and is a much *narrower* standard than the duty of confidentiality. The general rule in the California Evidence Code provides that the *client* of an attorney or other holder of the attorney-

client privilege has “a privilege to refuse to disclose, and to prevent another from disclosing, a confidential communication between client and lawyer.” (Cal. Evid. Code § 954).

[C]onfidential communication between client and lawyer’ means information transmitted between a client and his or her lawyer in the course of that relationship and in confidence by a means which, so far as the client is aware, discloses information to no third persons other than those who are present to further the interest of the client in the consultation or those to whom disclosure is reasonably necessary for the transmission of the information or the accomplishment of the purpose for which the lawyer is consulted, and includes a legal opinion formed and the advice given by the lawyer in the course of that relationship. (Cal. Evid. Code § 952). Further, not every communication between a client and an attorney falls within the scope of the attorney-client privilege. The attorney-client privilege attaches to (1) communications (2) made in confidence (3) by the client (4) where legal advice of any kind is sought (5) from a professional legal adviser in his or her capacity as such (6) unless the protection is waived. (*Admiral Ins. Co. v. U.S. Dist. Ct.* (9th Cir. 1989) 881 F.2d 1486, 1492). “[T]he Evidence Code makes clear that the attorney-client privilege belongs only to the client, whether the client is a natural person, an unincorporated organization, or some other entity.” (*HCL Properties Ltd. v. Superior Court* (2005) 35 Cal.4th 54, 62; citing Cal. Evid. Code § 951, *Smith v. Laguna Villas Community Assn.* (2000) 79 Cal.App.4th 639, 643-645).

Attorney-client privilege protects only confidential communications made by a client seeking legal advice from their legal adviser. County staff are NOT Ms. Childs’ clients. The Board of Supervisors is the client. It is somewhat ironic that County staff appear to now be arguing that they are the clients given that they didn’t want Ms. Childs’ input on the very issue which is at the heart of this dispute – the misuse of public funds. No communications made by staff to Ms. Childs could fall under the protection of attorney-client privilege.

A lawyer’s duty of confidentiality, as previously stated, is distinct from the evidentiary protection of attorney-client privilege. Outside counsel cited to the California Business and Professions Code Section 6068(e), which provides:

It is the duty of an attorney to do all of the following: ... (e)(1) To maintain inviolate the confidence, and at every peril to himself or herself to preserve the secrets, of his or client. (2) Notwithstanding paragraph (1), an attorney may, but is not required to, reveal confidential information relating to the representation of a client to the extent that the attorney reasonably believes the disclosure is necessary to prevent a criminal act that the attorney reasonably believes is likely to result in death of, or substantial bodily harm to, an individual.

(Cal. Bus. & Prof. Code § 6068(e)). Clearly, County staff are not current or former clients of Ms. Childs and she owes no duty of confidentiality.

Finally, County of Humboldt was cautioned in making such demands to Ms. Childs as it is well settled that a public agency may not abuse its position as an employer to stifle the First Amendment Rights its employees would otherwise enjoy as citizens to comment on matters of public interest. *Eng v. Cooley*, 552 F.3d 1062, 1070 (9th Cir. 2009). The public has a strong

interest in hearing from public employees, especially because government employees are often in the best position to know what ails the agencies they work for.

More importantly, the County is in violation of Labor Code Section 201(a) as it failed to immediately pay Ms. Childs her wages earned and unpaid at the time of her discharge on September 23, 2022. That amount is for wages plus payment for any unused or accumulated vacation, annual leave, holiday leave. While it appears that the County paid a portion of the wages to Ms. Childs through direct deposit there are amounts left unpaid for her accrued vacation, annual leave, holiday leave etc. In addition, because of the violation of the Labor Code, under Section 203(a), Ms. Childs' wages have continued as a penalty from September 23, 2022 through October 17, 2022. This is now a penalty which means that Ms. Childs is entitled to her wages including payment of any withholdings which amounts to \$62.92 per hour. This means that that Ms. Childs is additionally owed \$4781.92 through October 17, 2022. Penalties will continue to accrue at the rate of \$62.92 per hour until the County pays Ms. Childs' all her wages and accrued benefits. To date, it is unclear whether or not Ms. Childs has received all of her wages and accrued benefits.

The County, in an apparent attempt to further its mistreatment of Ms. Childs, has also denied Ms. Childs' claim for unemployment and wrongfully reported to the State of California that Ms. Childs was not only employed by County Counsel's office but also employed by the County Auditor. County HR also wrongfully reported that Ms. Childs was repeatedly warned that she would be terminated. That is a fabrication and not supported by Ms. Childs personnel file.

Incredibly, Ms. Childs is now being denied access to her personnel file by Zach O'Hanen, the Director of Human Resources, despite repeated requests.

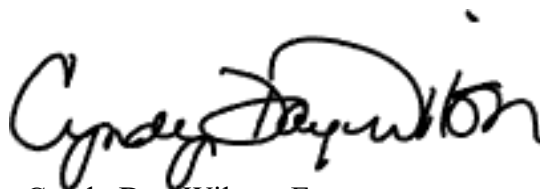
In summary, the County has wrongfully terminated Ms. Childs in retaliation for her reporting of wrongdoing by County staff and in retaliation for her involvement in Whistleblowing activities, as outlined above, that are protected by Labor Code Section 1102.5. The actions taken by my client were clearly that of a whistleblower regarding the misuse of county funds by County staff, the unauthorized practice of law, and her reporting of these facts to her superiors.

As a result of her termination, my client has suffered damages in excess of \$25,000.00. She has now been deprived of the ability to work in her chosen career, humiliation and stigma, loss of reputation and the impaired ability to seek other employment in her field.

My client will proceed with the filing of an action in federal court against the County, County Counsel Scott Miles, and Asst. County Counsel Natalie Duke upon the denial of this claim. In the interim, she is open to negotiation to settle this matter short of such litigation. Given the facts, her inability to obtain employment, and the County's continuing pattern of bad behavior in the County Counsel's office (and the treatment of county attorneys by county staff and the Board of Supervisors) she is demanding the sum of \$1.4 million to fully resolve this matter.

Please let me know if you have any questions. This demand will expire immediately upon rejection and my client will proceed in federal court.

Sincerely,

A handwritten signature in black ink, appearing to read "Cindy Day-Wilson". The signature is fluid and cursive, with the first name "Cindy" and last name "Day-Wilson" clearly distinguishable.

Cyndy Day-Wilson, Esq.

cc: Client

