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**FILED**

**MAY 25 2023**

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF HUMBOLDT**

8  
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **COUNTY OF HUMBOLDT**

11 **COUNTY OF HUMBOLDT,**

12 **Plaintiff,**

13 **v.**

14 **CATHIE CHILDS, CYNDY DAY-  
WILSON, as individuals,**

15 **Defendants.**

Case No.: **CV 2300847**

**COMPLAINT FOR PRELIMINARY AND  
PERMANENT INJUNCTION**

**(\*Exempt from filing fees pursuant to Gov.  
Code, § 6103.)**

17  
18 Plaintiff County of Humboldt ("Humboldt County") hereby brings this action for  
19 injunctive relief against Defendants Cathie Childs ("Childs") and Cyndy Day-Wilson ("Day-  
20 Wilson"). Humboldt County alleges the following:

21 **INTRODUCTION**

22 1. Humboldt County is a public agency and political subdivision organized under the  
23 laws of the State of California.

24 2. Childs is an attorney licensed to practice law in the State of California (Bar No.  
25 150729) and a former Deputy County Counsel for Humboldt County.

26 3. Day-Wilson is an attorney licensed to practice law in the State of California (Bar  
27 No. 135045) and purports to represent Childs.

28 4. The purpose of this action is very narrow: Humboldt County is informed and

1 believes and thereon alleges that Childs and Day-Wilson have publicly disclosed confidential and  
2 attorney-client privileged information that Childs acquired in the course and scope of her  
3 employment with Humboldt County in her role as a Deputy County Counsel. The privilege  
4 holder, Humboldt County, seeks to enjoin further unauthorized disclosures of attorney-client  
5 privileged information or information covered by Childs’s duty of confidentiality. Humboldt  
6 County does not seek to enjoin Childs from communicating with Day-Wilson in the course of  
7 their attorney-client relationship or from publicly disclosing non-privileged information.

8 **VENUE AND JURISDICTION**

9 5. Venue is proper in this Court because Plaintiff and Defendants are located in this  
10 County and/or the conduct alleged herein occurred within the jurisdiction of this Court.

11 6. This Complaint for a Preliminary and Permanent Injunction is authorized by Code  
12 of Civil Procedure sections 526 and 526a. Section 526(a)(3) provides for an injunction “when it  
13 appears...that a party to the action is doing, threatens, or is about to do... some act in violation of  
14 the rights of another party to the action...” Such is the case here.

15 **FIRST CAUSE OF ACTION**

16 **(For Preliminary And Permanent Injunction Against Defendants)**

17 7. Humboldt County employed Childs as a Deputy County Counsel in the  
18 classification of Attorney IV from October 4, 2021, until September 23, 2022.

19 8. At various times during the course of Childs’s employment, Childs served as legal  
20 advisor and counsel to several Humboldt County departments.

21 9. In her role as Deputy County Counsel, Childs’s assignments included tasks such as  
22 providing legal advice to Humboldt County staff regarding proposed vendor contracts, disputes  
23 regarding land use and property rights, compliance with federal regulations, and more.

24 10. On September 30, 2022, Humboldt County, through its outside counsel, sent Day-  
25 Wilson a letter advising her that Childs had disclosed confidential attorney-client privileged  
26 information and demanded that Childs cease and desist from further disclosures.

27 11. On January 20, 2023, Day-Wilson, on behalf of Childs, served a “Claim for  
28 Damages” on Humboldt County. The document includes detailed descriptions of a number of

1 assignments and requests for legal advice sent to Childs during the course of her employment at  
2 Humboldt County, or specific descriptions of the legal advice that she provided.

3 12. Childs’s Claim for Damages expressly rebuffs Humboldt County’s demand that  
4 she cease and desist from disclosing privileged information, arguing that she never represented  
5 County staff other than the Board of Supervisors, and that “*no communications made by staff to*  
6 *Ms. Childs could fall under the protection of attorney-client privilege.*”

7 13. On March 8, 2023, Humboldt County’s outside legal counsel informed Childs and  
8 Day-Wilson that their understanding of the scope of attorney-client privilege is inconsistent with  
9 California law, which in the case of an attorney representing an organization extends privilege to  
10 any “lower level persons who reasonably need to know of the communication in order to act for  
11 the organization.” (*Zurich American Ins. Co. v. Sup. Ct.* (2007) 155 Cal.App.4th 1485, 1499-  
12 1500, citing *Upjohn Co. v. United States* (1989) 449 U.S. 383, 391-393.)

13 14. On May 10, 2023, an article authored by Isabella Vanderheiden appeared on the  
14 website of the news outlet Lost Coast Outpost (“Outpost”), outlining the details of Childs’s Claim  
15 for Damages against Humboldt County. This article, titled, “*Former Deputy County Counsel*  
16 *Calls Out ‘Hazing’ Culture, ‘Boyz Club’ in Humboldt Department of Public Works, Seeks \$1.4*  
17 *Million in Damages*,” was based on interviews conducted by the Outpost with Childs and Day-  
18 Wilson. The Outpost article includes a link to a complete, unredacted, and downloadable copy of  
19 Childs’s Claim for Damages, including the details of legal advice that Childs provided at  
20 Humboldt County in the course of her employment as a Deputy County Counsel. Humboldt  
21 County did not provide an unredacted copy of Childs’s Claim for Damages to the Outpost, and it  
22 did not authorize Childs’s disclosures of privileged or confidential information.

23 15. Humboldt County is informed and believes and thereon alleges that Childs and  
24 Day-Wilson provided an unredacted copy of Childs’s Claim for Damages to the Outpost. The  
25 version of Childs’s Claim for Damages published by the Outpost is not an identical copy of the  
26 version that Day-Wilson served on Humboldt County. Also, according to the property details of  
27 the file (i.e. the file’s “metadata”), the title of this document is “CDWrevised 20221219\_Claim to  
28 County” and the file name is “20221219\_FINAL-Claim+to+County+.pdf”. Humboldt County

1 believes that “CDW” are the initials for “Cyndy Day-Wilson.” Humboldt County further believes  
2 and thereon alleges that Day-Wilson and Childs sent the Outpost a late and unredacted (near-  
3 final) draft of Childs’s Claim for Damages to the Outpost.

4 16. The article in the Outpost also contains excerpts from an interview between the  
5 Outpost and Childs, which similarly includes details of legal advice that Childs provided to  
6 Humboldt County in the course and scope of her employment as Deputy County Counsel.

7 17. Under California law, a communication between a client and his or her lawyer in  
8 the course of the lawyer-client relationship, including a legal opinion formed or advice given by  
9 the lawyer in the course of that relationship is privileged and confidential except in certain limited  
10 circumstances. (*See* Evid. Code, §§ 950 *et seq.*). The client has a right to refuse to disclose, or  
11 prevent another from disclosing, a privileged communication between the client and lawyer.  
12 (Evid. Code, § 954.) Similarly, California Business and Professions Code section 6068 imposes  
13 on every lawyer a duty “[t]o maintain inviolate the confidence, and at every peril to himself or  
14 herself to preserve the secrets of his or her client.” (Bus. & Prof. Code, § 6068, subd. (e).) This  
15 applies to all lawyers, including in-house and government-employed attorneys. (*Application of*  
16 *Atchley* (1957) 48 Cal. 2d 408, 418.) The duty of confidentiality is broader than the reach of the  
17 attorney-client privilege and covers any information the client wants to keep secret or  
18 confidential. (*Goldstein v. Lees* (1975) 46 Cal.App.3d 614, 621). The California Supreme Court  
19 in *General Dynamics Corp. v. Superior Court* (1994) 7 Cal.4th 1164, 1169, held that a former in-  
20 house counsel can maintain a wrongful termination charge *only* to the extent they can establish  
21 the claim without breaching the attorney-client privilege or unduly endangering the values lying  
22 at the heart of the professional relationship. An attorney’s counsel (like Day-Wilson) may not  
23 publicly disclose confidences told by the client (Childs), to the attorney, in connection with a  
24 wrongful discharge action. (Cal. State Bar Form.Opn. 2012-183).

25 18. Humboldt County is informed and believes that Childs and Day-Wilson  
26 intentionally disclosed confidential and privileged information obtained during the course of  
27 Childs’s employment at Humboldt County to the Outpost, and perhaps others, notwithstanding  
28 Humboldt County’s repeated insistence that she refrain from disclosing privileged information.

1 That is, Humboldt County is informed and believes that Childs and Day-Wilson have, and **are**  
2 **continuing to, act** on a knowingly erroneous interpretation of the scope of the attorney client  
3 privilege and duty of confidentiality (i.e. that it only exists as between direct communications  
4 between Childs and the Board of Supervisors), which presents an imminent threat in the form of  
5 **further** unauthorized disclosures of privileged or confidential information. The danger to  
6 Humboldt County is additionally pressing since it recently discovered that Childs had, on  
7 numerous occasions during the course of 2022, forwarded internal emails between herself and  
8 Humboldt County staff to her personal email address, or had included her personal email address  
9 as a blind copy “BCC” recipient on internal emails between herself and Humboldt County staff.  
10 Several of the emails are expressly marked “CONFIDENTIAL COMMUNICATION /  
11 ATTORNEY-CLIENT PRIVILEGE” and/or include statements by Childs herself expressly  
12 describing the communications as “legal advice” or a “legal opinion”.

13 19. This danger is also pressing since Humboldt County’s legal counsel sent Day-  
14 Wilson another correspondence on or about May 22, 2023, after discovering that Childs had been  
15 sending information to her personal e-mail address without prior authorization. The  
16 correspondence requested a teleconference to discuss with Day-Wilson the disclosure of the  
17 Claim for Damages to the Outpost, and concern about Childs’s and Day-Wilson’s intention to  
18 further publicly disclose confidential or privileged information. It also informed Day-Wilson that  
19 Childs’s appeared to have engaged in unauthorized self-help by secretly taking Humboldt County  
20 e-mails, and it asked that she not disseminate that material. On May 23, 2023, Day-Wilson  
21 responded with, “*After reviewing the below, there is no point in having a conversation.*”  
22 Humboldt County’s legal counsel informed Day-Wilson that, “*I understand your response to*  
23 *mean you and Ms. Childs will continue to engage in further unauthorized public disclosures.*”

24 20. Childs and Day-Wilson’s wrongful conduct, unless and until enjoined and  
25 restrained by order of this Court, will cause great and irreparable injury to Humboldt County  
26 through further public disclosures of privileged attorney-client communications.

27 21. Humboldt County has no adequate remedy at law for the injuries threatened and  
28 currently suffered, as an award of monetary damages would not remedy the public disclosure of

1 privileged attorney-client communications or confidential information.

2 **PRAYER FOR RELIEF**

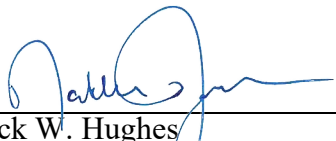
3 WHEREFORE, Humboldt County prays judgment against Defendants as follows:

- 4 1. For an order requiring Defendants to show cause why they should not be enjoined  
5 as set forth in this complaint;
- 6 2. For a preliminary injunction and a permanent injunction enjoining Defendants,  
7 and any agent, servant, employee, or other person acting for, on behalf of, or in concert with  
8 them, from publicly disclosing confidential and/or privileged information, or communications,  
9 obtained during Childs's employment with Humboldt County;
- 10 3. For costs of suit incurred in this action; and
- 11 4. For such other and further relief as this Court deems proper.

12  
13 Dated: May 25, 2023

LIEBERT CASSIDY WHITMORE

14  
15  
16 By:



17 Jack W. Hughes  
18 Nathan T. Jackson  
19 Attorneys for Plaintiff  
20 COUNTY OF HUMBOLDT  
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