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BERENICE BALLINAS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

GOVERNMENT CLAIM – CITY OF ANAHEIM

BERENICE BALLINAS, an individual

Claimant,

v.

CITY OF ANAHEIM, an entity of unknown
origin ASHLEIGH AITKEN, an Individual;
and DOES 1 to 50, Inclusive

Defendants.

CASE No. Unknown

**CLAIMANT BERENICE BALLINAS’
GOVERNMENT CLAIM FOR DAMAGES
PURSUANT TO CALIFORNIA
GOVERNMENT CODE SECTIONS 905
AND 910, ET SEQ.**

1 **GOVERNMENT CLAIM**

2 **I. NAME AND ADDRESS OF CLAIMANT.**

3 Berenice Ballinas, c/o Lawrence J. Lennemann, Law Office of Lawrence J. Lennemann,
4 APC, 29900 Hawthorne Boulevard, Rolling Hills Estates, CA 90274, (310) 265-5788; and Corey
5 W. Glave, Law Office of Corey W. Glave, 229 Via Pasqual, Redondo Beach, CA 90277, (323) 547-
6 0472.

7 **2. ADDRESS TO SEND ALL CLAIMS AND OTHER NOTICES.**

8 Lawrence J. Lennemann, Law Office of Lawrence J. Lennemann, APC, 29900 Hawthorne
9 Boulevard, Rolling Hills Estates, CA 90274, (310) 265-5788; and Corey W. Glave, Law Office of
10 Corey W. Glave, 229 Via Pasqual, Redondo Beach, CA 90277, (323) 547-0472.

11 **3. DATE, LOCATION AND CIRCUMSTANCES SURROUNDING CLAIM.**

12 Claimant's claims against the City of Anaheim ("City") include, *inter alia*,

13 **Date:** Events ongoing and continuing through the present, resulting in Claimant's being
14 forced to take a leave of absence beginning on or about July 31, 2026.

15 **Place:** Primarily the City, as well as other locations at which Claimant was required
16 to/requested to perform or participate in activities arising from or related to (or was told were related
17 to) her City employment, including governmental functions, conferences, travel, community events,
18 stakeholder events and other City-related social activities.

19 **Facts:** Claimant's claims against the City involve, *inter alia*, harassment (including sexual
20 harassment), retaliation and discrimination based upon her perceived sexual orientation, race,
21 religion and disability; failure to investigate and prevent harassment, retaliation and discrimination;
22 failure to take corrective action and protect Claimant after receiving notice of such conduct;
23 retaliation against Claimant for reporting, opposing and/or refusing to participate in misconduct or
24 for disclosing information (or for City's belief that she had disclosed/may disclose information) that
25 Claimant reasonable believed violated local, state or federal laws and/or applicable rules or
26 regulations; and such further statutory and common-law claims as investigation and discovery may
27 establish. [REDACTED]
28 [REDACTED]

1 A Complaint with the California Civil Rights Department has also been/will be filed.

2 The following are examples, among many, of the conduct upon which Claimant's claims are
3 based and is not intended to constitute an exhaustive statement of every incident, communication,
4 witness, injury, legal theory, or item of damages. Claimant expressly reserves the right to rely upon
5 additional facts, witnesses, communications, documents, and other evidence identified through
6 continuing investigation, administrative proceedings, and discovery.

7 **A. Claimant.**

8 Since December 7, 2022, Claimant has served as Chief Policy Advisor to the Mayor of the
9 City of Anaheim, Ashleigh Aitken. Before joining the City, Claimant had years of experience in
10 government, public policy, political campaigns, and related public affairs. She brought that
11 experience to a sophisticated senior governmental position in which she served as a strategist,
12 advisor, and project manager on matters having significant policy, governmental, community, and
13 public implications.

14 Claimant's responsibilities included researching and analyzing City policies, legislation,
15 programs, and budgets; advising on policy matters; coordinating constituent services; working
16 across City departments; collaborating with local, state, and federal governmental entities; assisting
17 with media and public communications; preparing reports and correspondence; participating in
18 governmental meetings; and representing the Mayor's Office in significant policy and community
19 matters. Claimant consistently performed these demanding responsibilities at a high level.
20 Throughout her employment, she received annual merit increases, which Claimant understood to
21 reflect the City's continued recognition of her performance and contributions.

22 Her accomplishments extended well beyond the routine administration of the Mayor's
23 Office. Claimant worked with local, state, and federal officials and agencies to advocate for projects
24 and resources benefiting Anaheim, advocated for City priorities in Sacramento, coordinated with
25 state and federal governmental teams concerning projects and initiatives affecting Anaheim and its
26 residents, and played a significant role in obtaining resources for programs serving Anaheim youth.
27 By all accounts, Claimant had established a record of successfully performing a sophisticated and
28 demanding governmental role.

1 It is important to note that Claimant was hired and compensated to advise the Mayor on
2 policy, advance governmental initiatives, coordinate with public agencies and community partners,
3 advocate for the City's interests, and help deliver results for City residents. As described in the
4 sections that follow, Claimant instead was progressively required to assume substantial additional
5 responsibilities arising from the Mayor's personal conduct and crises that bore no reasonable
6 relationship to the professional position Claimant had been hired to perform.

7 Despite same, Claimant continued performing the legitimate responsibilities of her position
8 and carrying out substantive governmental responsibilities, including advancing City priorities and
9 helping secure funding and opportunities for Anaheim youth, while simultaneously experiencing
10 the increasingly difficult working conditions, increasing inappropriate burdens and conduct giving
11 rise to this Claim described below.

12 **B. Claimant Suffered Ongoing Harassment from her Direct Supervisor.**

13 While performing her professional responsibilities and managing the additional burdens
14 described below, Claimant was subjected to repeated harassment, discrimination, demeaning,
15 intrusive questioning concerning her perceived sexual orientation, her Mexican heritage and her
16 Catholic faith. The examples described below are representative only and are not intended to
17 constitute an exhaustive recitation of every incident.

18 **1. Sexual Harassment:**

19 Throughout Claimant's employment, **on multiple occasions**, the Mayor questioned,
20 commented upon, and speculated about Claimant's sexual orientation. Specifically, the Mayor
21 repeatedly questioned whether Claimant was a lesbian, pressured her to acknowledge that she was
22 a lesbian, questioned her about women with whom she associated, characterized female friends or
23 colleagues as romantic partners, and repeatedly returned to the subject, despite Claimant's obvious
24 and communicated discomfort.

25 As set forth in more detail below, the Mayor often made these statements in front of third
26 parties, adding to Claimant's significant distress.

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1 Then-City Manager Jim Vanderpool was present for some of these conversations and, on
2 certain occasions, made comments or participated in the discussion concerning Claimant's
3 perceived sexual orientation. Claimant did not understand Vanderpool's participation as necessarily
4 reflecting an independent interest in her sexual orientation.

5 Rather, Claimant understood his comments in the context of a broader workplace dynamic
6 in which those around the Mayor often attempted to avoid directly contradicting or challenging her,
7 particularly after she had been consuming alcohol. (See below.) As will be further demonstrated
8 throughout this claim, Claimant alleges that the Mayor's behavior when drinking could become
9 erratic, belligerent, confrontational, and difficult to manage, and that even relatively minor
10 disagreements or attempts to challenge her could escalate into unnecessary conflict or dramatic
11 events. In that environment, Claimant understood Vanderpool's occasional participation in these
12 conversations as an effort to navigate or avoid escalating the Mayor's behavior, rather than as
13 evidence that he independently initiated or pursued the subject of Claimant's sexual orientation.

14 Claimant does not allege that the Mayor and Vanderpool acted in concert with respect to all
15 of the conduct described in this claim. Their respective roles varied considerably from incident to
16 incident. In some instances, Vanderpool participated in conduct she considered inappropriate. In
17 others, he was a percipient witness, the recipient of inappropriate conduct himself, an individual to
18 whom Claimant reported concerns, or another City official attempting to navigate or respond to the
19 Mayor's conduct. As the relationship between the Mayor and Vanderpool deteriorated, Claimant
20 increasingly found herself caught between the two officials and drawn into disputes she had neither
21 created nor could control.

22 In any event, Claimant repeatedly communicated that the questions and comments
23 concerning her perceived sexual orientation made her uncomfortable and asked that the subject be
24 dropped. The harassment and questioning nevertheless continued. Although Claimant distinguishes
25 between the Mayor's repeated initiation and pursuit of the subject and Vanderpool's more limited
26 participation in certain conversations, the cumulative effect remained deeply uncomfortable for
27 Claimant.

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1 The Mayor's repeated questioning became a continuing and unwelcome intrusion into
2 Claimant's personal life and the involvement or presence of senior City officials made it particularly
3 difficult for her to disengage from these conversations. Being repeatedly placed in the position of
4 having to explain, deny, or discuss her sexual orientation and private relationships caused
5 embarrassment, humiliation, anxiety, and increasing discomfort in professional and City-related
6 settings. The problem was compounded by the power dynamics involved. The Mayor was
7 Claimant's direct supervisor and the City's highest elected official, while Vanderpool was the City's
8 highest-ranking appointed administrator. Claimant therefore found herself attempting to establish
9 reasonable personal boundaries while simultaneously navigating a workplace environment in which
10 she believed that directly challenging the Mayor, particularly when alcohol was involved, could
11 unnecessarily escalate the situation rather than end it.

12 **2. Racial Harassment:**

13 Claimant is of Mexican heritage. The Mayor made racially derogatory comments concerning
14 Claimant's heritage on more than one occasion. Among the most serious incidents, the Mayor
15 (representing a City with an approximately 53% Hispanic population) referred to Claimant as a
16 "**dirty Mexican.**" This statement occurred at least once in the presence of Vanderpool.

17 During another incident at Disneyland in May 2025, Claimant offered to drive the Mayor
18 home because Claimant believed the Mayor had consumed too much alcohol to drive safely. The
19 Mayor responded in substance that she was not going to have "a Mexican" drive her.

20 **3. Religious Harassment:**

21 Claimant is a practicing Catholic, and her religious faith and practices were known to the
22 Mayor. Claimant regularly wore a cross reflecting her Catholic faith. For sake of example, in or
23 about Fall 2024, while looking at the cross Claimant was wearing, the Mayor referred to God as
24 Claimant's "**imaginary friend.**" Claimant understood the remark as mocking her belief in God, her
25 Catholic faith, and the religious significance of the cross she wore. The incident was particularly
26 disturbing to Claimant when considered in light of the Mayor's markedly different public
27 presentation concerning religion and faith.

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1 **C. The Mayor's Alcohol Consumption's Effect on Claimant.**

2 As an initial important point, City leadership, officials, employees, elected officials,
3 governmental colleagues, and outside stakeholders were well aware of the Mayor's alcohol
4 consumption and her resulting condition and behavior from their own personal observations.
5 Additionally, Claimant repeatedly communicated her concerns to members of City leadership and
6 sought assistance. However, rather than establishing an effective mechanism that relieved Claimant
7 of "responsibilities" outside of her job description that she lacked the authority to perform, senior
8 officials frequently minimized the circumstances, treated difficult conduct by an elected official as
9 something Claimant was expected to tolerate or learn to manage, or otherwise left Claimant to
10 navigate the situation herself. This caused Claimant to be placed in the untenable position of being
11 expected to manage conduct she lacked the authority to control, creating an imbalance between
12 responsibility and agency, often well beyond normal working hours.

13 Claimant observed a recurring pattern of the Mayor's alcohol consumption at official City
14 functions, governmental conferences, stakeholder events, community events, City Council meeting
15 days, and other activities arising from or intertwined with Claimant's employment, followed by
16 observable signs of apparent impairment, including slurred speech, impaired coordination,
17 stumbling, belligerence, verbal outbursts, confrontational or unpredictable behavior, personal crises,
18 and circumstances that Claimant was expected to manage or address.

19 Claimant was expected to recognize when a situation was becoming inappropriate and to
20 intervene sufficiently to protect the Mayor, the Mayor's Office, City relationships, and potentially
21 members of the public, while simultaneously lacking authority to require the Mayor to follow her
22 direction. In practical effect, this resulted in Claimant performing two fundamentally different roles
23 simultaneously: (1) the legitimate sophisticated governmental and policy position for which the City
24 employed her; and (2) an unofficial, frequently after-hours crisis-management role as the Mayor's
25 "handler", involving the Mayor's personal crises, interpersonal conflicts, public conduct,
26 transportation needs (and related public safety concerns), as well as acting as a family intermediary.
27 However, during the course of her employment, City personnel and the Mayor's family members
28 nevertheless came to expect Claimant to perform precisely these functions. Monitoring, responding

1 to, and performing damage control arising from the Mayor's alleged alcohol-related conduct
2 consequently became a recurring, substantial, and exceptionally stressful component of Claimant's
3 working life. This recurring combination of responsibility without authority, compounded by the
4 substantial supervisor-subordinate power imbalance, progressively eroded the boundary between
5 her professional responsibilities and the Mayor's personal affairs and substantially contributed to
6 the working conditions and resulting harm described throughout this Claim.

7 Additionally, Claimant's efforts to intervene oftentimes resulted in the Mayor becoming
8 angry or belligerent toward Claimant, denying impairment, yelling at Claimant, accusing Claimant
9 of exaggerating or fabricating concerns regarding the Mayor's condition, claiming any criticism was
10 "politically motivated", or otherwise reacting adversely when Claimant attempted to establish limits
11 or challenge the Mayor's conduct. Because the Mayor directly supervised Claimant, Claimant
12 alleges that refusing involvement, contradicting the Mayor, or attempting to establish firmer
13 boundaries carried an entirely different significance than it would have in an ordinary social
14 relationship between equals. This combination of responsibility without authority, repeated
15 boundary violations, fear of employment consequences, exposure to unpredictable conduct, and the
16 absence of an effective means of disengaging from the circumstances progressively contributed to
17 the significant anxiety and psychological distress described throughout this Claim.

18 **D. A Few Examples.**

19 **The Roses & Radishes Gala (October 23, 2024):** Claimant attended the Orange County
20 Taxpayers Association's 14th Annual Roses, Radishes and the Royalty Award Dinner at the Hyatt
21 Regency Irvine with the Mayor and Vanderpool. The Mayor consumed alcohol and became visibly
22 intoxicated and increasingly belligerent throughout the course of the evening.

23 Also present at the event was a sitting member of the Orange County Board of Supervisors.
24 During the evening, the Supervisor expressed concern and asked Claimant to stop/address the
25 Mayor's drinking. Claimant's attempts were unsuccessful. Claimant subsequently informed
26 Vanderpool about the Supervisor's concerns and Vanderpool responded in substance: "We can't do
27 anything; she's an elected."

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1 After the formal event concluded, the group continued to a hotel bar and the Mayor
2 continued consuming alcohol. Because alcohol had been consumed, Claimant ultimately drove
3 Vanderpool's vehicle, with the Mayor present. The Mayor stated that she did not want Claimant or
4 Vanderpool to drive her vehicle because she did not want a "dirty Mexican" and a "faggot man"
5 driving her car. Claimant and Vanderpool subsequently discussed what had occurred and
6 Vanderpool stated that he would speak with the Mayor regarding her conduct. When Claimant
7 attempted to speak with the Mayor, the Mayor denied making the remarks. Despite the involvement
8 and knowledge of senior City leadership, no meaningful corrective intervention followed.

9 **The Cal Cities Conference (November 12-15, 2024):** Claimant attended the conference,
10 along with members of the Anaheim delegation, including the Mayor and her husband, Vanderpool,
11 Councilmember Steve Faessel, Susan Faessel, and others. The Mayor consumed alcohol during the
12 conference and her resulting apparent intoxication and behavior became increasingly uncomfortable
13 for members of the Anaheim delegation. The incidents occurred over multiple days and repeatedly
14 drew Claimant and others away from their legitimate professional roles and into efforts to manage
15 or respond to the Mayor's conduct.

16 After returning from the conference, Claimant disclosed/reported what had occurred to then-
17 Assistant City Manager/current Interim City Manager Greg Garcia. Garcia responded that he would
18 determine how the conference had gone and commented in substance that his direct report, Alyssa
19 Guerrero, "has to get used to elected officials." Garcia also compared the Mayor's conduct to that
20 of former Councilmember [REDACTED] and characterized [REDACTED] as "way worse." To Claimant,
21 Garcia's response improperly attempted to minimize and normalize the conduct she was reporting.
22 Claimant understood Garcia's comments to mean that difficult, inappropriate or illegal conduct by
23 elected officials was something City employees were expected to encounter, tolerate, and learn to
24 manage as part of working around elected officials. Vanderpool indicated that he would check on
25 Steve and Susan Faessel. Claimant understood this to be Vanderpool taking at least some steps to
26 follow up with individuals who had been directly affected by the events at the conference. Claimant
27 recalls further communications with Vanderpool regarding the Faessels and others in attendance.

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1 **Initial Team Anaheim Dinner:** During a Team Anaheim dinner, Claimant observed the
2 mayor becoming physically affectionate with [REDACTED] including touching and
3 grabbing him. [REDACTED] became upset and asked Vanderpool
4 to keep the Mayor away [REDACTED] The Mayor's husband eventually removed the Mayor
5 from the dinner. The Mayor instructed Claimant to leave with them, requiring Claimant to leave the
6 professional event and accompany the Mayor and her husband. While walking back toward the
7 hotel, the Mayor became angry, pushed or knocked over a bicycle on the sidewalk, damaging its
8 mirror. Claimant told the Mayor that the damage needed to be addressed. The Mayor continued
9 walking while her husband remained behind to address the damaged bicycle. The Mayor
10 subsequently fell in the street. Claimant told the Mayor's husband, in substance, that the Mayor was
11 not okay, needed help, [REDACTED] The Mayor's husband responded to Claimant:
12 "Don't we all?" The following day, the Mayor's husband asked Claimant to make a Venmo payment
13 to compensate the bicycle owner because he did not have access to Venmo.

14 **Post-Police Chief Hiring (December 2025):** As discussed in more detail below, the Mayor
15 directed Claimant to make investigative inquiries concerning the process surrounding the hiring of
16 the City's new Police Chief. Claimant's inquiries angered Vanderpool. Shortly thereafter, during
17 the Disneyland Candlelight celebration in December 2025, Vanderpool publicly referred to
18 Claimant as "Maleficent" - an evil Disney character - in front of other individuals. Claimant realized
19 that she had been improperly placed in the middle of a growing feud between two of the City's
20 highest-ranking officials - a feud that would eventually culminate with Vanderpool's February 2026
21 forced resignation. Claimant promptly reported the incident to the Mayor and the Mayor suggested
22 that Claimant report Vanderpool to the City's Human Resources Director Linda Andal. Claimant
23 responded that she did not believe reporting the matter to Andal would result in meaningful
24 corrective action. However, Claimant reported the incident to Garcia who, again, attempted to
25 minimize Claimant's concerns: "You know how Jim is. He didn't mean it." Claimant additionally
26 disclosed/reported the incident to Anaheim Police Captain Eric Trapp, then-Police Chief Rick
27 Armendariz, and Deputy Chief Charles Cinnamo.

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1 As the relationship between the Mayor and Vanderpool deteriorated, Claimant increasingly
2 found herself caught between the City's highest elected official and its highest-ranking appointed
3 administrator. This dynamic complicated her ability to determine where and how to report legitimate
4 workplace concerns without becoming involved in disputes between the two officials that were
5 separate from her own employment issues.

6 **Christmas Tree Incident (December 2024):** A dispute arose concerning a Christmas tree
7 that had been taken from another City department for which Claimant was falsely blamed. For
8 various reasons, Claimant is informed and believes that she was falsely blamed for this theft (by a
9 Caucasian co-employee and later by Vanderpool) because of her Mexican heritage. Vanderpool
10 subsequently berated her during a personal telephone call, demanding - with zero factual basis - that
11 Claimant admit responsibility. Claimant repeatedly maintained that she had not taken the tree and
12 would not accept blame for conduct she did not commit.

13 **City Council Meeting (April 22, 2025):** The Mayor arrived at Anaheim City Hall for a City
14 Council meeting at which time she appeared, to Claimant, to be visibly impaired by alcohol. Earlier,
15 the Mayor had asked Claimant to pick her up, but Claimant was unable to do so. The Mayor
16 participated in the Council meeting, including closed session. Following closed session, the Mayor
17 asked Claimant to drive her home but Claimant did not have her own vehicle and sought assistance.
18 Claimant disclosed/informed Cinnamo that she believed the Mayor was intoxicated and needed
19 assistance getting safely home. Cinnamo offered to drive the Mayor. However, Claimant ultimately
20 obtained permission to use Vanderpool's City vehicle and drove the Mayor approximately fifteen
21 minutes to her residence. During the drive, the Mayor began searching through Vanderpool's vehicle
22 and personal belongings [REDACTED]

23 [REDACTED] and photographed it with her cell phone. Claimant
24 immediately objected, attempted to protect Vanderpool's privacy, and told the Mayor to [REDACTED]
25 [REDACTED] delete the photographs because Vanderpool's [REDACTED] information was private and
26 none of their business. The Mayor nevertheless wanted Claimant to "confront" Vanderpool [REDACTED]

27 [REDACTED]
28 Claimant refused to do so.

1 **Angels' Opening Day (April 2025):** A close friend of Claimant's who serves in a high level
2 position for an elected Orange County official attended the baseball game as Claimant's guest.
3 Claimant's friend is openly lesbian and, at the time, was in a relationship with another individual.
4 During Claimant's employment, the Mayor asked this individual - on multiple occasions - whether
5 Claimant was a lesbian and had repeatedly questioned her concerning Claimant's sexual orientation
6 and gender identity. During the event, the Mayor (and Vanderpool) again raised questions and made
7 comments to Claimant's friend concerning Claimant's perceived sexual orientation. The Mayor
8 continued to characterize Claimant as a "lesbian" and repeatedly referred to Claimant's friend as
9 Claimant's "girlfriend". The comments were unwelcome and embarrassing to Claimant and placed
10 her in the position of having to navigate speculation about deeply personal matters while
11 simultaneously maintaining professional relationships with City, County, and political officials.

12 **Palm Springs Conference (April/May 2025):** During the Southern California Association
13 of Governments conference in Palm Springs, the Mayor appeared to be visibly intoxicated during a
14 gathering attended by City officials. Another City employee reported to Claimant that the Mayor
15 was stumbling and spilling her drink during the event. The City employee further described an
16 interaction involving the Mayor and Vanderpool: When Vanderpool was dancing, the Mayor
17 approached the employee and directed him to "go get him" because Vanderpool was "being too
18 much." When the employee asked what she meant, the Mayor directed his attention to the way
19 Vanderpool was dancing and behaving. The employee then asked the Mayor whether she meant that
20 Vanderpool was "being too gay" to which the Mayor responded, "yes." The employee stated that he
21 did not feel comfortable complying with the Mayor's request, so the Mayor went to retrieve
22 Vanderpool herself. According to the City employee, as the Mayor subsequently walked past him
23 with Vanderpool, she called the employee a "pussy" and stated: "Typical man, a woman has to do
24 your job."

25 During the Palm Springs gathering, the Mayor also disclosed - in front of others - that she
26 had discovered [REDACTED] while previously searching his
27 City vehicle.

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1 During the same conference, following a team dinner during which the Mayor again became
2 confrontational with Vanderpool, members of the group continued to a hotel bar, where they
3 encountered representatives of Jamboree Housing and other housing organizations. After the
4 downstairs bar closed, the Mayor invited Claimant and several others to continue socializing.
5 Claimant eventually excused herself and left the gathering. However, Claimant subsequently
6 learned that the Mayor had become involved in a dispute with individuals associated with Jamboree
7 Housing concerning sexuality and the sexual orientation of a mutual acquaintance.

8 The following morning, Claimant was awakened by a communication from the Mayor
9 providing her version of what had occurred. Claimant then contacted individuals associated with
10 Jamboree Housing to better understand what had happened. Claimant subsequently received a call
11 from Vanderpool, who appeared to have already learned about the incident.

12 In the early morning, while Claimant was returning to Orange County, the Mayor contacted
13 Claimant and asked whether Claimant could take her to the hospital because she was not feeling
14 well. Claimant was already nearly home and offered instead to arrange an Uber for the Mayor. Later
15 that day, the Mayor told Claimant that Vanderpool had made statements concerning his involvement
16 with remarks or an open letter by Councilmember Natalie Meeks criticizing the Mayor concerning
17 the Angels. These allegations intensified the conflict between the Mayor and Vanderpool and
18 increasingly placed Claimant between the two officials.

19 Claimant reported the situation to Garcia. Garcia responded, in substance: “You know how
20 the Mayor is; just don’t let it get to you.”

21 **Disneyland 70th Anniversary Event (May 14, 2025):** When members of Team Anaheim
22 attended a special Disneyland event associated with Disneyland’s 70th anniversary, tensions arising
23 from the Palm Springs conference remained unresolved. At the pool bar at Disney's Grand
24 Californian Hotel, the Mayor confronted Vanderpool regarding his alleged involvement in the
25 Meeks matter. Immediately thereafter, Claimant and Vanderpool informed Garcia about what was
26 occurring and described the Mayor’s demeanor and behavior.

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1 The group was concerned about the Mayor's alcohol consumption to the extent they
2 discussed how to help her sober up before a scheduled stakeholder reception. Vanderpool asked
3 Claimant whether she could speak with the Mayor because of her concerning behavior.

4 A Disney representative separately approached Claimant and told her that the Mayor should
5 stop drinking because she appeared intoxicated.

6 Claimant went to locate the Mayor and asked whether she was feeling okay. The Mayor
7 responded, in substance, that she was fine and questioned why everyone was making a big deal
8 about her drinking. Claimant was approached regarding an ABC7 television interview with the
9 Mayor but, because Claimant was concerned about the Mayor's condition, she declined the
10 interview on the Mayor's behalf. The Mayor overheard Claimant and became angry, telling
11 Claimant that she was not authorized to make decisions for her. The Mayor then proceeded with the
12 interview, during which time her speech appeared slurred.

13 As Claimant (and her guest) were attempting to leave, Claimant sought assistance from a
14 Disney representative who had been aware of concerns regarding the Mayor's drinking. Claimant
15 asked the Disney representative whether the Mayor's vehicle could remain at Disney overnight and
16 he said that it could. Claimant then offered to drive the Mayor home. The Mayor became angry,
17 accused Claimant of fabricating the circumstances, and ultimately stated, in substance, that she was
18 not going to have "**a Mexican**" drive her.

19 The following day, the Mayor repeatedly contacted Claimant, denied she had been drunk,
20 and accused Claimant, Vanderpool and a Disney employee of attempting to tarnish her reputation.
21 The Mayor also accused Vanderpool (and another person) of plotting against her. Claimant told the
22 Mayor that, based upon what Claimant had personally observed, she believed the Mayor had been
23 intoxicated and that her behavior had been unkind and mean.

24 Vanderpool became angry with Claimant and accused her of betraying him by telling the
25 Mayor that Claimant knew about his alleged involvement in the Meeks matter. However, the Mayor
26 had previously told Claimant that Vanderpool himself had disclosed the information to her.
27 Vanderpool told Claimant that he could no longer trust her and stated that the Mayor liked to play
28 mind games.

1 Claimant again sought assistance from Garcia, who had been personally present for portions
2 of the evening. Garcia told her to give Vanderpool time to cool off and stated, in substance: “You
3 know how they are. They’ll make up in no time and it will go away.” Garcia’s response again left
4 her without meaningful management assistance and reinforced the existing expectation that she was
5 somehow expected to continue navigating the circumstances herself. By this point, the expectation
6 that Claimant would manage the consequences of the Mayor’s behavior was no longer limited to
7 isolated incidents. At City-related dinners, conferences, stakeholder events, and functions associated
8 with official business, Claimant repeatedly became the person others approached when the Mayor’s
9 alcohol consumption or behavior became concerning. She was asked to speak with the Mayor,
10 monitor her condition, help her sober up, manage or decline public-facing interactions, arrange
11 transportation, attempt to discourage her from driving when Claimant believed she was impaired,
12 respond to individuals affected by her conduct, and address the consequences afterward.

13 **U.S. Conference of Mayors (June 2025):** In June 2025, Claimant traveled to Tampa,
14 Florida with the Mayor and Vanderpool. During the trip, Claimant, the Mayor, and Vanderpool
15 spent time together at a restaurant near the hotel. Vanderpool appeared to be emotional [REDACTED]
16 [REDACTED] and asked Claimant and the Mayor to accompany him to another
17 establishment. The establishment was an adult-oriented bar with sexually explicit imagery that made
18 Claimant uncomfortable. Claimant eventually ordered transportation and returned to the hotel with
19 the Mayor, while Vanderpool remained behind.

20 Upon returning to the hotel, Claimant went to her own room. Several hours later, at
21 approximately 2:00 or 3:00 a.m. PST, Claimant was awakened by an urgent telephone call from the
22 Mayor’s husband who instructed Claimant to locate the Mayor, get her packed, and arrange for her
23 immediate return to California. Claimant got dressed, went to the Mayor’s room, and encountered
24 the Mayor in what Claimant perceived to be an impaired condition. Claimant remained with the
25 Mayor, packed her belongings, attempted to stabilize the situation, and prepared to get her safely
26 out of the hotel and back to California.

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1 During the early morning hours, [REDACTED]
2 [REDACTED] At approximately 5:00 or 6:00 a.m. PST, Claimant accompanied the Mayor
3 to the airport so that she could return to California.

4 After returning from Florida, the Mayor was absent for an extended period of time. During
5 her absence, Claimant was expected to manage inquiries concerning the Mayor's whereabouts and
6 availability while continuing to manage the Mayor's governmental schedule and myriad
7 professional responsibilities associated with the Office of the Mayor.

8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]

15 This dynamic placed Claimant in an impossible position. If she intervened, she risked
16 angering or embarrassing her direct supervisor. If she sought assistance from others, she risked being
17 perceived as disloyal or as disclosing sensitive personal information. If she remained silent, she
18 risked being blamed by others for failing to intervene. And if the Mayor's conduct became visible
19 at a City event or professional gathering, Claimant was frequently among the first people others
20 looked to for assistance.

21 The Tampa incident - which fundamentally and irreversibly eroded any boundary between
22 Claimant's legitimate professional duties and the Mayor's personal activities Claimant was expected
23 to manage - changed the nature of the Claimant's work environment and contributed substantially
24 to the significant anxiety, hypervigilance, and emotional strain she experienced during the rest of
25 her employment.

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1 **Disneyland Lunch (June 10, 2026):** Claimant accompanied the Mayor to the Disneyland
2 Resort for an outing the Mayor had proposed to celebrate Claimant's birthday. Access to Club 33
3 was provided through the membership of a personal friend of Claimant. Claimant and the Mayor
4 had lunch at Club 33. During lunch, the Mayor began consuming alcoholic beverages. Again, the
5 Mayor repeatedly questioned Claimant concerning her sexual orientation, pressured Claimant to
6 acknowledge that she was a lesbian, questioned and discussed Claimant's dating history, and
7 repeatedly returned to the subject despite Claimant's efforts to disengage and her statements that
8 she was not a lesbian.

9 Following the three-hour lunch, the Mayor insisted on continuing to drink. Claimant and the
10 Mayor subsequently met Claimant's friend (the Club 33 member whose membership had provided
11 access for the outing) at the 1901 Lounge in Disney California Adventure, where the Mayor
12 continued consuming alcoholic beverages. While at the 1901 Lounge, the Mayor directed similarly
13 inappropriate and intrusive questioning toward a Disney Cast Member. The Mayor repeatedly
14 questioned the Cast Member concerning whether he was gay or straight and about his dating life.
15 The Mayor spoke to the Cast Member in Spanish based upon her perception that he was Latino. The
16 Cast Member did not engage with the Mayor's personal questions and instead continued attempting
17 to perform his work.

18 The Mayor then returned her attention to Claimant and, in front of Claimant's friend, stated
19 that she (the Mayor) knew Claimant was gay. Claimant again told the Mayor that she was not a
20 lesbian. Despite Claimant's repeated denials and obvious discomfort with the subject, the Mayor
21 continued insisting that Claimant was gay. The Mayor's behavior became sufficiently
22 uncomfortable that Claimant's friend eventually asked Claimant to calm the Mayor down. Claimant
23 and the Club 33 member thereafter determined that it was time to leave.

24 On June 22, 2026, Disney issued formal written correspondence concerning the June 10 visit
25 to Claimant's friend. Disney advised the Club 33 member that Cast Members had reported that a
26 guest made "rude, insensitive, and inappropriate remarks" to a Cast Member during the visit to the
27 1901 Lounge. The Disney correspondence cited Club 33's Proper Conduct Guidelines and further
28 advised that mistreatment of a Cast Member constituted an "egregious violation."

1 Claimant subsequently informed the Mayor that Claimant's friend's Club 33 membership
2 had been placed on hold as a result of the June 10 incident. The Mayor denied making any
3 inappropriate comments, refused to accept responsibility, and, instead, asserted that Disney's action
4 was politically motivated and directed against her.

5 **E. Claimant's Disclosure of what she Reasonably Believed was Unlawful**
6 **Conduct (*Labor Code* Section 1102.5).**

7 Additionally, Claimant also reported conduct that she reasonably believed violated local,
8 state or federal laws and/or applicable rules or regulations. Those disclosures constituted protected
9 activity under *Labor Code* section 1102.5.

10 First, in the wake of Anaheim's highly publicized corruption scandal - which culminated in
11 former Mayor Harry Sidhu pleading guilty to federal felony charges arising from his conduct while
12 in office - one would expect the City to be especially vigilant in ensuring strict compliance with the
13 law, its ethical obligations, and the protections afforded to employees who report suspected
14 wrongdoing. Indeed, in 2024, the City created an "Ethics Division" within the City Attorney's
15 Office, currently led by Assistant City Attorney Artin Berjikly and described by the City's own
16 website as "primarily providing legal advice and counsel in the areas of ethics, conflicts of interest
17 and permissible political activities to the city council, department heads, executive staff, boards and
18 commissions, and other city staff. The division also provides training and information, advises on
19 compliance with required filings related to financial interests, conducts ethics policy analysis,
20 evaluates existing laws related to ethics and makes recommendations when appropriate, and
21 monitors State and other legislation as it relates to ethics to ensure that the city is compliant."

22 Secondly, in early 2026, after Vanderpool's forced resignation for his alleged acceptance of
23 approximately several hundred dollars of unreported funding, the Mayor publicly stated: (1) "I try
24 to hold myself to a standard that is even higher than those of state law requirements"; (2) "Anaheim
25 is never going to be able to turn the page and look the voters honestly in the eye and say, we have
26 your best interests at heart if we're not willing to follow the rules ourselves,"; and (3) "as elected
27 officials and city staff, we need to hold ourselves to a higher standard and not just follow the letter
28 of the law, but follow the spirit of the law."

1 **A Few Examples:**

2 **Qatar Trip (May 2025):** The Qatar Embassy invited the Mayor and a guest to visit Qatar.
3 The Mayor identified her guest as her husband. Claimant communicated directly with the Embassy,
4 the Mayor, and the Mayor's husband regarding his participation. Claimant advised that the Mayor's
5 husband could not receive the benefit of the Mayor's gift and that his expenses were required to be
6 paid separately. The contemporaneous communications among the Qatar Embassy, the Mayor, the
7 Mayor's husband, and Claimant consistently reflected: (1) that the Mayor's husband was
8 participating as the Mayor's guest; and (2) that reimbursement or separate payment was required
9 for the Mayor's husband's airfare, lodging, meals, transportation, and other expenses. After the trip,
10 Claimant obtained an itemization attributing approximately \$16,779.34 in expenses related to the
11 Mayor's husband.

12 On May 28, 2025, the Embassy confirmed that it had paid those expenses. On May 29, 2025,
13 Claimant disclosed/discussed the Qatar matter with Ethics Officer Berjikly. Claimant
14 contemporaneously texted the Mayor: [REDACTED]

15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED] When Claimant subsequently followed up with the Mayor regarding
20 Berjikly's inquiry, the Mayor responded that persons inquiring could "**bite my ass.**"

21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 On July 5, 2025, a constituent submitted a Public Records Act request concerning the
25 Mayor's Qatar travel. Claimant observed the Mayor become anxious about the requested records
26 and asked whether she had reimbursed Qatar for the approximately \$16,779.34 in expenses
27 attributed to her husband. The Mayor responded: "It's none of the City's business." Claimant is
28 informed and believes that the Mayor's husband's expenses were not reimbursed.

1 Claimant also questioned the Mayor's subsequent explanation that her husband had been
2 separately invited because of his connection to Chapman University as that explanation appeared
3 entirely inconsistent with the above-referenced contemporaneous communications among the
4 Embassy, the Mayor, the Mayor's husband, and Claimant. Claimant understood that the Mayor was
5 attempting to address the issue through after-the-fact documentation rather than the
6 contemporaneous communications concerning the Mayor's husband's participation and expenses.

7 **Police Department Overtime Issues:** Then-Police Chief Armendariz became aware of
8 concerns regarding potential overtime abuse associated with Disneyland Resort assignments in Fall
9 2025. In response to those concerns, the City Attorney's Office retained outside counsel, Liebert
10 Cassidy Whitmore (LCW), to conduct an audit. While that audit was underway, the Mayor and
11 Claimant became aware of broader concerns regarding potential misuse or improper reporting of
12 APD overtime expenditures.

13 Initially, the Mayor directed Claimant to inquire with City management regarding the City's
14 50 highest-paid employees and the overtime amounts associated with those employees. As Claimant
15 attempted to obtain and reconcile the requested information, she encountered delays and was
16 repeatedly advised that compiling the information would require a substantial amount of staff work.
17 After reviewing the information eventually provided, Claimant became concerned that the figures
18 presented by City management did not accurately or completely reflect the underlying APD
19 overtime information. Claimant disclosed to/consulted with Armendariz and Cinnamo regarding the
20 discrepancies she had identified. Armendariz and Cinnamo confirmed that discrepancies existed
21 between the information being presented and the underlying overtime information.

22 Claimant disclosed her continued attempts to reconcile conflicting information and to
23 determine the actual overtime expenditures to the Mayor. Vanderpool and Garcia attempted to
24 minimize the significance of the overtime concerns and resisted/delayed providing complete and
25 accurate information necessary to reconcile the discrepancies. Although the Mayor initially directed
26 Claimant to investigate the overtime issue, Claimant is informed and believes that the Mayor
27 ultimately elected not to continue pursuing the matter because of political reasons as she was
28 concerned that doing so could jeopardize the political endorsement of the Police Association.

1 **Police Chief Recruitment:** At approximately the same time as the December 2025
2 “Maleficent” incident described above, Claimant (and the Mayor) began to have concerns regarding
3 the City’s recruitment and selection of its next Chief of Police. In or about November 2025, while
4 the City was conducting its recruitment for a new Chief, Claimant learned that Anaheim Police
5 Association President Jose Duran was telling individuals that then-Glendale Police Chief Manuel
6 “Manny” Cid had already been selected for the position, notwithstanding the fact that: (1) the
7 recruitment process was still ongoing; and (2) the City had not publicly announced a finalist. These
8 circumstances caused Claimant (and the Mayor) to question the integrity and transparency of the
9 recruitment process.

10 Claimant disclosed this information to the Mayor, and the two discussed concerns regarding
11 the integrity and timing of the recruitment process. The Mayor asked Claimant whether there were
12 qualified internal candidates, and Claimant advised that she understood there were internal
13 applicants participating in the process. While attending a conference in Salt Lake City, the Mayor
14 sought to meet with Vanderpool regarding these concerns, but the meeting was cancelled. The
15 Mayor thereafter sought to speak directly with the City’s executive recruiter concerning the
16 recruitment and selection process. Claimant understood that Vanderpool objected, characterizing
17 the Mayor’s involvement as an overstep and asserting that direct involvement in the recruitment
18 process would violate the City Charter.

19 Claimant was then tasked with looking further into the recruitment process, with Fabela
20 serving as an intermediary concerning the Mayor's inquiries. Among the issues Claimant was
21 directed to investigate was whether Cid had timely submitted his application (i.e., during the
22 established recruitment period or at some later time) and whether the recruitment had been
23 conducted as represented, particularly in light of the information circulating before the selection was
24 publicly announced that Cid was already the intended choice. Cid was publicly announced as the
25 finalist and subsequently presented to the City Council for approval on December 9, 2025. Although
26 the Mayor apparently had concerns regarding the process, Claimant recalls the Mayor ultimately
27 stating words to the effect of: “This isn’t the hill I’m going to die on” because the Council had
28 sufficient votes to approve the appointment.

1 **Misuse of Public Resources:** The above-described erosion of professional boundaries
2 extended to personal tasks unrelated to legitimate City business.

3 For sake of example, the Mayor directed Claimant and other City employees to provide
4 assistance with the Mayor's Prayer Breakfast (which, for various reasons, Claimant understood to
5 be a non-City religious event) during their regular City work hours and while being compensated
6 with taxpayer funds. When directed to assist with the event during City work hours, Claimant
7 declined but offered to volunteer during her personal time. However, other City employees did
8 provide assistance with the event during their regular, taxpayer-funded City work hours at the
9 direction of the Mayor. As an additional example, in July 2026, the Mayor forwarded Claimant
10 information concerning the Mayor's personal executive health examination and requested
11 scheduling assistance. Claimant advised the Mayor that the appointment apparently needed to be
12 arranged personally because private medical information was involved.

13 **F. In July of 2026, Claimant was Placed on [REDACTED] Leave and**
14 **Subsequently [REDACTED]**

15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]

25 On or about September 11, 2026, the City was informed of Claimant's [REDACTED]
26 Communications during Claimant's [REDACTED] leave further demonstrate that the Mayor knew
27 Claimant was unavailable for work.

28 ///

1 **G. City Retaliated Against Claimant.**

2 Notwithstanding the City's undisputed knowledge of Claimant's numerous protected
3 disclosures (and its abject failure to act as mandated to prevent harassment, discrimination or
4 retaliation) and Claimant's serious [REDACTED] circumstances, protected [REDACTED] leave, and resulting
5 [REDACTED] injury, among other things, (1) the City removed Claimant's information and profile
6 from the City's website; (2) the City's Public Information Office communicated to external
7 stakeholders that the Mayor's office was going through a "transition," insinuating that Claimant was
8 no longer employed by the City; (3) the City (at what is understood to be the direction of Human
9 Resources Director Linda Andal) withheld Claimant's merit salary increase that had already been
10 approved on July 28, 2026 (i.e., before Claimant's [REDACTED] leave began); (4) the City (again at what
11 is understood to be at the direction of Andal) communicated its intention to remove Claimant's
12 information from the City website a second time, based on rationale not applied to any other
13 Council-office staff members; and (5) the City has repeatedly failed to protect Claimant's privacy
14 and has allowed a false narrative to spread that she is out [REDACTED]

15 Additionally, Claimant is informed and believes that Fabela (who, as stated above, had
16 previously made statements [REDACTED]
17 [REDACTED] disclosed to the Mayor the entirety of Claimant's confidential correspondence,
18 which contained sensitive medical information concerning Claimant's condition and resulting
19 injuries, notwithstanding that the Mayor was the individual whose alleged conduct was the subject
20 of the complaint. Claimant, via her counsel, immediately memorialized that, given those
21 circumstances, it was impossible for any impartial independent investigation to proceed. The City
22 Attorney's office's disclosure also raises substantial concerns regarding the City's compliance with
23 its obligation to protect confidential employee medical information, especially after receiving notice
24 that a City employee alleged serious misconduct by an elected official.

25 **4. GENERAL DESCRIPTION OF INJURY.**

26 Suffice it to say that Claimant has been severely damaged by City's conduct.

27 ///

28 ///

1 As a result of the City's improper actions (and City's failure to protect Claimant following
2 her protected disclosures), Claimant has suffered significant special damages and general damages.
3 Additionally, Claimant has been forced to retain counsel and, as a result, will incur attorneys' fees.
4 In 2025, the reasonable value of Claimant's counsel's hourly fees was judicially determined to be
5 \$1,200 per hour.

6 **5. NAME AND ADDRESS OF EMPLOYEE/PERSON CAUSING INJURY.**

7 Ashleigh Aitken; Linda Andal; Robert Fabela; Jim Vanderpool; and potentially other City
8 employees, officers, officials, agents, representatives, and/or other persons having a relationship
9 with the City whose identities and respective involvement are currently unknown.

10 **6. KNOWN WITNESSES.**

11 Claimant is informed and believes that the following persons may be witnesses: (1) Ashleigh
12 Aitken; (2) Linda Andal; (3) Rick Armendariz; (4) Nam Bartash; (5) Artin Berjikly; (6) Charles
13 Cinnamo; (7) Robert Fabela; (8) Steve Faessel; (9) Susan Faessel; (10) Greg Garcia; (11) Alyssa
14 Guerrero; (12) Larry Labrado; (13) Carrie Nocella; (14) Eric Trapp; (15) Jim Vanderpool; (16)
15 Claimant; (17) various family members of Ashleigh Aitken; (18) Disney employees and
16 representatives having knowledge concerning certain incidents, including the ones described herein;
17 (19) persons associated with Jamboree Housing; and (20) additional witnesses from, *inter alia*, the
18 City, including the City Attorney's Office and Council Members.

19 **7. AMOUNTS CLAIMED.**

20 The claimed amount in controversy (compensatory and other damages) exceeds \$10,000.00
21 and will lie within the unlimited jurisdiction of the Orange County Superior Court. See, also, Section
22 4 above re: "General Description of Injury."

23
24 DATED: September 21, 2026

LAW OFFICE OF LAWRENCE J. LENNEMANN

25
26 Lawrence J. Lennemann
27 LAWRENCE J. LENNEMANN,
28 Attorney for Claimant BERENICE BALLINAS

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 24031 El Toro Road, Suite 203, Laguna Hills, CA 92653.

On September 22, 2026, I served the foregoing document described as **CLAIMANT BERENICE BALLINAS' GOVERNMENT CLAIM FOR DAMAGES PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTIONS 905 AND 910, ET SEQ.** on the interested parties in this action as follows:

Theresa Bass, Office of the City Clerk
CITY OF ANAHEIM
200 S. Anaheim Boulevard, 2nd Floor, Suite 217
Anaheim, CA 92805

— (BY MAIL) As follows: I am “readily familiar” with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Rolling Hills Estates, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

— (BY EMAIL) I caused a copy of the document(s) to be sent from e-mail address lennemannle@gmail.com to the persons at the e-mail addresses listed in the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

X (BY PERSONAL SERVICE) I delivered such envelope by hand to the address of the addressee above.

X (STATE) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on September 22, 2026, at Anaheim, California.

RAYMOND WERT