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Superior Court of California
County of Fresno
By: Marissa Espinosa, Deputy

Attorneys for: Plaintiff ANNA PINE

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF FRESNO, UNLIMITED CIVIL DIVISION

10 ANNA PINE,) Case No. **26CECG00390**
11)
12 Plaintiff,) **COMPLAINT; AND JURY DEMAND**
13)
14 v.)
15 FRESNO POLICE OFFICERS)
16 ASSOCIATION; JEFF LA BLUE; and)
17 DOES 1 through 20, inclusive,)
18 Defendants.)
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1. Plaintiff ANNA PINE ("Plaintiff") is an individual residing in Fresno County, California. Plaintiff was employed by FRESNO POLICE OFFICERS ASSOCIATION through when she was wrongfully terminated on August 21, 2025. At all relevant times, Defendant Jeff La Blue ("La Blue") was the President or First Vice- President of the FPOA and exercised direct supervisory authority over Plaintiff, including authority over her job duties, discipline, and termination.

2. Defendant FRESNO POLICE OFFICERS ASSOCIATION ("FPOA") is a Nonprofit California corporation which has done business and continues to do business in Fresno County, California.

1 7. Jeff La Blue served as a senior officer of the FPOA and later its President,
2 exercising authority over Plaintiff's working conditions and continued employment. After
3 Plaintiff initiated a divorce from her husband, La Blue engaged Plaintiff in a romantic and
4 graphic "sexting" relationship from approximately December 2023 to March 2024. During that
5 time, La Blue engaged in repeated sexualized communications and conduct toward Plaintiff,
6 including explicit text messages, handwritten notes, verbal statements, and physical (but rejected)
7 advances. The communications and conduct occurred in the context of a workplace power
8 imbalance involving the head of the organization and a senior employee whose job security,
9 authority, and reputation were directly affected by La Blue's conduct. Plaintiff ultimately sought
10 to reestablish professional boundaries and disengage from the sexualized dynamic. After that
11 occurred, La Blue's demeanor toward Plaintiff changed materially.

12 8. In or about November 2024, after Plaintiff made clear that she would no
13 longer tolerate sexualized conduct in the workplace, concerns about Defendant Jeff La Blue's
14 behavior came to a head. FPOA staff member Lisa Dean became visibly distraught and, in the
15 presence of Plaintiff and others, broke down in tears while describing La Blue's disturbing sexual
16 remarks about Plaintiff, including statements that he wanted to grab Plaintiff by the neck and/or
17 hair and slam her against a headboard because she was "so cute." The comments were alarming,
18 graphic, and entirely inappropriate for any workplace—particularly one led by a police union.

19 9. Plaintiff immediately treated the matter as serious misconduct and
20 promptly contacted Ruth Evans of the Evans HR Group, the FPOA's outside human resources
21 consultant. Plaintiff and Ms. Dean met jointly with Ms. Evans regarding La Blue's conduct, and
22 each also met separately with Ms. Evans to provide further detail. After these meetings, Plaintiff
23 and Ms. Dean returned to their duties. Plaintiff informed La Blue that concerns had been raised
24 and addressed through HR.

25 10. Shortly after La Blue returned from a conference, Plaintiff observed a
26 marked shift in his conduct. La Blue abruptly distanced himself from Ms. Dean and avoided
27 working with her altogether. Plaintiff continued to support Ms. Dean with FPOA events and
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1 programs, but Ms. Dean was terminated not long thereafter—after having been the employee
2 who first voiced alarm about La Blue’s sexualized behavior.

3 11. In or about December 2024 or January 2025, during a retirement
4 committee meeting held in the FPOA conference room, La Blue sat next to Plaintiff and used his
5 foot to caress Plaintiff’s leg. Plaintiff immediately pulled away. The advance was unwelcome,
6 physical, and unmistakably sexual. La Blue reacted negatively to being rebuffed.

7 12. Around this same period, the FPOA hired Rebecca Johnson as Plaintiff’s
8 subordinate. Following Plaintiff’s rejection of La Blue’s sexual advances, Plaintiff observed that
9 Johnson and La Blue became unusually close, including meeting offsite for coffee and presenting
10 themselves as “best of friends” in the workplace. This shift coincided with La Blue’s increasing
11 hostility toward Plaintiff and the erosion of Plaintiff’s authority.

12 13. Johnson soon began engaging in demeaning, vulgar, and overtly
13 sexualized conduct toward officers and staff, flouting workplace norms and protocols. Plaintiff
14 raised these concerns directly with La Blue. Rather than address the misconduct, La Blue
15 dismissed Plaintiff’s concerns, told her she was “too sensitive,” that she did not “fit in,” and
16 insisted Johnson’s behavior was not a problem. La Blue instead encouraged Johnson’s defiance,
17 leaving Plaintiff to repeatedly intervene to prevent operational failures and embarrassment to the
18 organization.

19 14. Plaintiff escalated these concerns through appropriate channels. In or
20 about May 2025, meetings occurred with outside HR regarding Johnson’s conduct and
21 performance. Plaintiff continued attempting to manage the situation professionally, even as her
22 authority was undermined and she was portrayed internally as the problem.

23 15. Unbeknownst to Plaintiff at the time, the FPOA workplace was wired for
24 continuous audio and video recording, and FPOA policies expressly stated that employees had no
25 expectation of privacy in the workplace.

26 16. In or about April 2025, after observing that Johnson and La Blue were
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1 meeting early in the mornings and that Johnson appeared to possess information not shared with
2 Plaintiff or other leadership, Plaintiff accessed workplace recordings to determine whether
3 Johnson was undermining her and whether La Blue was participating in retaliatory conduct.

4 17. On or about April 23, 2025, a recorded conversation between La Blue and
5 Johnson captured La Blue making explicit, sex-based and degrading remarks about Plaintiff,
6 including calling her “a fucking bitch,” speculating about her menstrual cycle being “a fucking
7 nightmare,” and stating that she “goes through these cycles.”

8 18. In that same recorded conversation, La Blue stated words to the effect of “I
9 am going to fire her for this,” referring directly to Plaintiff asserting authority, enforcing
10 workplace standards, and pushing back against misconduct. The recording reflects retaliatory
11 intent expressed plainly and contemporaneously by the FPOA’s President.

12 19. After Johnson’s eventual separation, Plaintiff took steps to backfill the
13 vacant position to ensure continuity of operations. Rather than support those efforts, La Blue
14 issued Plaintiff a written reprimand on or about August 15, 2025, citing the posting of a job
15 opening—conduct squarely within Plaintiff’s role and responsibilities. As it turns out, this was
16 all part of a ruse to terminate Plaintiff and bring Johnson back – which happened.

17 20. Plaintiff was terminated on August 21, 2025. The termination was
18 retaliatory and rooted in sex-based hostility and the systematic degradation of Plaintiff’s authority
19 after she rejected La Blue’s advances, opposed misconduct, and sought HR guidance.

20 21. At the time of termination, Defendants offered Plaintiff \$63,956.94 in
21 severance conditioned on confidentiality and Plaintiff “staying quiet” about what had occurred.
22 This attempted gag provision is unlawful and void under California’s Silenced No More Act
23 (Code Civ. Proc. § 1001; Gov. Code § 12964.5), which prohibits using severance or settlement
24 terms to suppress disclosure of sexual harassment, sex discrimination, or retaliation. The offer
25 itself evidences Defendants’ intent to buy silence rather than address misconduct.

26 22. After Plaintiff’s termination—and after it became known within the FPOA
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1 in August 2025 that Plaintiff would pursue legal claims and refused to execute the unlawful
2 severance agreement—La Blue began spreading false rumors that Plaintiff had stolen money
3 from the FPOA and engaged in financial wrongdoing.

4 23. These accusations were false and had never been raised during Plaintiff's
5 employment or cited as grounds for discipline or termination. The timing makes clear they were
6 weaponized as retaliation and pretext—intended to smear Plaintiff's reputation, justify the
7 termination after the fact, and intimidate her into silence.

8 24. Prior to the filing of this action, Defendants, through counsel, further
9 represented that any public response to Plaintiff's claims would include filing private and
10 sexually explicit communications involving Plaintiff in the public court record. These
11 representations were made after Plaintiff engaged in protected activity and were intended to deter
12 her from pursuing her statutory rights through the threat of public humiliation.

13 25. Plaintiff exhausted her administrative remedies by filing a complaint with
14 the California Civil Rights Department ("CRD"), formerly the Department of Fair Employment
15 and Housing ("DFEH"), and subsequently received a right-to-sue notice.

16 **FIRST CAUSE OF ACTION**

17 **(Hostile Work Environment Harassment Based**
18 **[Violation of Cal. Govt. Code §12940(j)(1)] against Defendants and Does 1 through 20)**

19 26. Plaintiff incorporates each and every allegation contained in Paragraphs 1
20 through 25 above, as though fully set forth in this cause of action.

21 27. In violation of Cal. Govt. Code §12940(j)(1), Defendants subjected
22 Plaintiff to harassment based on her sex/gender causing a hostile and/or abusive work
23 environment. The harassing conduct included, but was not limited to, a changed working
24 environment, failure to uniformly apply or adhere to the workplace policy, and failure to follow
25 and apply the law governing medical leaves. The conduct was so severe and pervasive that a
26 reasonable person in Plaintiff's circumstances would have found the work environment to be
27 hostile or abusive.
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1 28. As a consequence, Plaintiff is entitled to recover compensatory damages
2 (for lost wages and benefits, past and future, damage to employability, and emotional distress
3 damages) and attorney's fees and costs, in an amount according to proof.

4 29. Because the conduct of Defendants was despicable, malicious and
5 intentional, Plaintiff is entitled to recover punitive damages in an amount according to proof.

6 **SECOND CAUSE OF ACTION**

7 **(Sex/Gender Discrimination in Violation of FEHA)**

8 30. Plaintiff incorporates each and every allegation contained in Paragraphs 1
9 through 29 above, as though fully set forth in this cause of action.

10 31. Defendants did not accommodate Plaintiff's condition. Defendants
11 terminated Plaintiff because of Plaintiff's condition. Defendants violated Plaintiff's rights by
12 failing to reasonably accommodate Plaintiff's gender by treating Plaintiff disparately because of
13 her gender, and by wrongfully terminating Plaintiff from her employment because of her sex and
14 refusal to submit to unwanted sexual advances.

15 32. In doing the things alleged herein, including harassing and terminating
16 Plaintiff as a result of Plaintiff's medical condition and request for accommodations, Defendants
17 violated the California Fair Employment and Housing Act ("FEHA") and caused Plaintiff to
18 suffer consequential damages, including lost wages, employment benefits and emotional distress
19 damages (including emotional pain and suffering and mental anguish), in an amount according to
20 proof, but not less than the jurisdictional limit of this Court.

21 33. Plaintiff is entitled to recover reasonable attorney's fees and costs incurred
22 in connection with the prosecution of this action. Plaintiff has employed the Whelan Law Group
23 to represent her in this case. Pursuant to her rights under FEHA, Plaintiff will seek recovery of
24 attorney's fees and costs upon the conclusion of this lawsuit.

25 34. In doing the things alleged herein, Defendants acted intentionally,
26 maliciously, in conscious disregard of Plaintiff's rights, oppressively and despicably; as a
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1 consequence, Plaintiff is entitled to recover punitive damages against Defendants, in an amount
2 according to proof.

3 **THIRD CAUSE OF ACTION**

4 **(Gov. Code § 12964.5; Code Civ. Proc. § 1001 (Silenced No More Act))**

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6 35. Plaintiff incorporates each and every allegation contained in Paragraphs 1
7 through 34 above, as though fully set forth in this cause of action.

8 36. Plaintiff engaged in protected activity by opposing unlawful employment
9 practices, including sexual harassment and retaliation, by seeking guidance from human
10 resources, and by refusing to agree to an unlawful confidentiality provision that would have
11 required her to remain silent about sex-based harassment and retaliation, in violation of
12 California law.

13 37. Defendants thereafter subjected Plaintiff to adverse employment actions,
14 including but not limited to retaliatory discipline, termination of employment, conditioning
15 severance on Plaintiff's agreement to remain silent, and post-termination acts intended to punish
16 and intimidate Plaintiff for refusing to relinquish her statutory rights.

17 38. There is a causal connection between Plaintiff's protected activity and
18 Defendants' adverse actions. Defendants' conduct occurred immediately after Plaintiff opposed
19 misconduct and refused to execute the unlawful gag provision, demonstrating retaliatory motive
20 and intent to suppress disclosure of FEHA violations.

21 39. As a direct and proximate result of Defendants' unlawful retaliatory
22 conduct, Plaintiff has suffered economic damages, including lost wages and benefits, past and
23 future; emotional distress damages, including humiliation, anxiety, and reputational harm; job
24 search and mitigation expenses; and other compensatory damages in an amount according to
25 proof and exceeding the jurisdictional minimum of this Court. Plaintiff has been required to
26 retain counsel to prosecute this action. Pursuant to Government Code section 12965(b), Plaintiff
27 is entitled to recover reasonable attorney's fees, expert fees, and costs incurred herein, in an
28 amount according to proof. Defendants' conduct was carried out intentionally, maliciously,

1 oppressively, and with conscious disregard for Plaintiff's statutory rights, including the
2 protections afforded by the Fair Employment and Housing Act and the Silenced No More Act.
3 Plaintiff therefore seeks punitive damages pursuant to Civil Code section 3294, in an amount
4 sufficient to punish Defendants and deter similar misconduct.

5 **FOURTH CAUSE OF ACTION**

6 **[Retaliatory Discharge Based on Plaintiff's Exercise of Her CFRA Rights.]**

7 40. Plaintiff incorporates each and every allegation contained in Paragraphs 1
8 through 39 above, as though fully set forth in this cause of action.

9 41. In terminating Plaintiff's employment, Defendants engaged in an unlawful
10 employment practice, in violation of Government Code §12945.2(L)(1) and §12945.2(t).
11 Specifically, a motivating factor in the decision made by Defendants to terminate Plaintiff's
12 employment was Defendants' displeasure that Plaintiff had attempted to exercise her rights under
13 CFRA to take a leave of absence to address her serious medical condition.

14 42. As a direct result of Defendants' engaging in unlawful retaliation by
15 terminating Plaintiff, in violation of Government Code §12945.2(L)(1) and §12945.2(t), Plaintiff
16 has suffered lost wages, past and future, lost employee benefits, past and future, emotional
17 distress damages, job search expenses, diminished employability and other compensatory
18 damages, in an amount according to proof, and in excess of the jurisdictional limit of this Court.

19 43. In addition, Plaintiff has been required to employ the services of the
20 Whelan Law Group. Pursuant to Government Code §12965(b), Plaintiff is entitled to recover
21 reasonable attorney's fees, expert witness fees and costs, in an amount according to proof.

22 44. In doing the things alleged herein, Defendant, by and through their
23 officers, directors, and managing agents, who authorized or ratified the retaliatory termination of
24 Plaintiff, engaged in conduct that was malicious, reprehensible, and in conscious disregard of
25 Plaintiff's rights. Accordingly, Plaintiff is entitled to recover punitive damages, in an amount
26 according to proof.

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1 **FIFTH CAUSE OF ACTION**

2 **[Wrongful Termination in Violation of Public Policy]**

3 45. Plaintiff incorporates each and every allegation contained in Paragraphs 1
4 through 44 above, as though fully set forth in this cause of action.

5 46. Plaintiff was terminated from her employment after being subjected to
6 unlawful harassment in the workplace. Defendants refused to comply with the requirements of
7 FEHA which, among other things, entitles a person to remain free of medical condition
8 harassment and discrimination in the workplace. The termination was in violation of the public
9 policy against discrimination and harassment on the basis of a medical condition and in violation
10 of Govt. Code §12945.

11 47. As a direct consequence of the wrongful termination in violation of public
12 policy, Plaintiff has suffered, and will continue to suffer, compensatory damages, including lost
13 wages (past and future), lost employee benefits (past and future) and emotional distress damages
14 (pain, suffering and mental anguish) in an amount according to proof, but not less than the
15 jurisdictional limit of this Court.

16 48. In doing the acts alleged herein, Defendants acted intentionally,
17 maliciously, in conscious disregard of Plaintiff's rights, oppressively and despicably; as a
18 consequence, Plaintiff is entitled to recover punitive damages against Defendants.

19 **SIXTH CAUSE OF ACTION**

20 **(Defamation, Against All Defendants)**

21 49. Plaintiff incorporates each and every allegation contained in Paragraphs 1
22 through 48 above, as though fully set forth in this cause of action.

23 50. Plaintiff is informed and believes, and thereon alleges, that following
24 Plaintiff's termination—and after Defendants became aware that Plaintiff intended to pursue
25 legal claims arising from sexual harassment, retaliation, and wrongful termination—Defendants,
26 and each of them, falsely accused Plaintiff of stealing money from the Fresno Police Officers
27 Association ("FPOA") and engaging in financial wrongdoing.
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1 51. These statements were false, unprivileged, and were made and republished
2 both internally and externally, including to FPOA officers, board members, employees, agents,
3 and others in the law-enforcement and labor-association community who had no legitimate need
4 to know.

5 52. The defamatory statements included express and implied assertions that
6 Plaintiff: stole or misappropriated FPOA funds; engaged in dishonest or criminal financial
7 conduct; and was untrustworthy and unfit to serve in her professional role.

8 53. These accusations were made after Plaintiff's termination, were never
9 raised during Plaintiff's employment, and were not cited as grounds for discipline or termination,
10 demonstrating that they were manufactured after the fact to retaliate against Plaintiff, justify
11 Defendants' unlawful conduct, and damage Plaintiff's reputation.

12 54. The defamatory publications were made orally and in writing, and were
13 published and republished by Defendants, and by their agents and representatives, with
14 knowledge of their falsity or with reckless disregard for the truth.

15 55. Defendants made these accusations without any audit, investigation,
16 law-enforcement referral, or factual basis, and despite Defendants' knowledge that Plaintiff had
17 taken steps immediately upon termination to remove her name from accounts, relinquish access,
18 and ensure she bore no financial responsibility for FPOA funds.

19 56. The defamatory statements were made for the improper purpose of
20 retaliation, intimidation, and reputational destruction, including to deter Plaintiff from pursuing
21 her statutory rights and to poison the well within Plaintiff's professional community.

22 57. The defamatory publications were foreseeably republished, including
23 through compelled self-publication, as Plaintiff was forced to respond to, explain, and attempt to
24 refute the false theft accusations when seeking employment, professional references, and legal
25 redress.

26 58. The statements constitute defamation per se under California Civil Code
27 sections 45 and 46, as they falsely imputed criminal conduct, dishonesty, and moral turpitude to
28 Plaintiff and directly injured Plaintiff in her profession and occupation.

59. At all relevant times, Defendants' statements were understood by recipients as assertions of fact, not opinion, and were understood to refer to Plaintiff.

60. No privilege applies to Defendants' defamatory publications. Defendants acted outside any conditional privilege by publishing false statements with malice, ill will, and an improper retaliatory motive, and by excessively publishing the accusations to individuals with no need to know.

61. As a direct and proximate result of Defendants' defamatory conduct, Plaintiff has suffered damage to her personal, professional, and business reputation; loss of employment opportunities; emotional distress; humiliation; anxiety; and economic harm, in an amount according to proof.

62. Defendants' conduct was malicious, oppressive, and fraudulent, and was carried out with a conscious disregard for Plaintiff's rights, entitling Plaintiff to an award of punitive and exemplary damages pursuant to Civil Code section 3294, in an amount sufficient to punish Defendants and deter similar misconduct.

SEVENTH CAUSE OF ACTION

(Waiting Time Penalties, California Labor Code §201 through 203 Against All Employer Defendants)

63. Plaintiff incorporates by reference as though fully set forth in this cause of action each and every allegation contained in paragraphs 1 through 62, above.

64. At the time of termination, the FPOA failed to pay Plaintiff all wages and accrued wages due. California Labor Code §201 requires an employer who discharges an employee to pay all compensation due and owing to said employee immediately upon discharge. California Labor Code §202 requires an employer to promptly pay compensation due and owing to said employee within seventy-two (72) hours of that employee's termination of employment by resignation and within twenty-four hours of a termination by the employer. California Labor Code §203 provides that if an employer willfully fails to pay compensation promptly upon discharge or resignation, as required under California Labor Code §§201 and 202, then the employer is liable for waiting time penalties in the form of continued compensation for up to

thirty (30) work days. To date, Employer Defendants have willfully failed and refused to pay the amounts due and owing to Plaintiff. As a result, Employer Defendants are liable to Plaintiff for waiting time penalties together with interest and attorney's fees under California Labor Code §203.

WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as follows:

WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as follows:

1. For compensatory damages relating to past and future lost wages, damage to reputation, past and future lost employee benefits, interest on said amounts, diminished employability, other economic injury, and emotional distress damages, all in an amount according to proof but not less than \$1,950,000.00;

2. For punitive damages in an amount according to proof;

3. Reasonable attorney's fees and costs under any applicable statutory authority, including, but not limited to, Penal Code Section 496, applicable Labor Code sections, including, but not limited to, Labor Code §§ 200 et seq, 218.5, and 1192;

4. For prejudgment interest under Civil Code §3288, CCP §998, and any other applicable statutory authority;

5. For wage penalties under any and all available code sections including, but not limited to, Labor Code §§ 201, 203, 221, 222, 224, 226.3, 226, and 226.7 in an amount according to proof;

6. For restitution and for wage penalties under Labor Code §203 in an amount according to proof; and

7. For all other relief as shall be deemed by the Court to be proper.

Dated: January 16, 2026

WHELAN LAW GROUP,
A Professional Corporation

By Brian D. Whelan,
Attorneys for Plaintiff ANNA PINE

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JURY DEMAND

Plaintiff requests that each and every factual issue raised by each and every cause of action alleged above be tried by a jury.

Dated: January 16, 2026

WHELAN LAW GROUP,
A Professional Corporation


By Brian D. Whelan,
Attorneys for Plaintiff ANNA PINE