

**CITY OF FULLERTON
PROFESSIONAL SERVICES AGREEMENT
WITH
RJN INVESTIGATION, INC.**

THIS AGREEMENT is made and entered into this ____ day of _____, _____ ("Effective Date"), by and between the CITY OF FULLERTON, a California municipal corporation ("City"), and RJN Investigations, Inc., a California Corporation ("Consultant").

W I T N E S S E T H :

A. City proposes to utilize the services of Consultant as an independent contractor to provide certain on call independent investigative services, as more fully described herein.

B. Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated.

C. City and Consultant desire to contract for the specific services described herein, and desire to set forth their rights, duties and liabilities in connection with the services to be performed.

D. No official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Services & Fees Schedule attached hereto as Exhibit "A" and incorporated herein by this reference, as it relates to nonsafety investigative services.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the reasonable satisfaction of the City, in accordance with the applicable professional standard of care and City specifications and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable and non conflicting Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A".

2.2. Additional Services. Consultant may perform the additional services described in Exhibit "B" attached hereto and incorporated herein by this reference if specifically engaged to do so by City. Consultant shall not receive compensation for any services provided outside the scope of services specified in Exhibit "A" unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is

specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date of this Agreement until three (3) years after the termination date.

2.5. W-9. Consultant must provide City with a current W-9 form, to be attached hereto as Exhibit "D." It is the Consultant's responsibility to provide to the City any revised or updated W-9 form.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three (3) years with the City having the option to extend under the same terms and conditions for a maximum of three (3) one (1) year options

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with

the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Insurance Required. Consultant shall procure and maintain throughout the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, employees or subcontractors. Consultant shall provide current evidence of the required insurance in a form acceptable to City and shall provide replacement evidence for any required insurance which expires prior to the completion, expiration, or termination of this Agreement.

Nothing in this section shall be construed as limiting in any way, the Indemnification and Hold Harmless clause contained herein in Section 6.8 or the extent to which Consultant may be held responsible for payments of damages to persons or property.

5.2. Minimum Scope and Limits of Insurance

A. Commercial General Liability Insurance. Consultant shall maintain commercial general liability insurance coverage in a form at least as broad as ISO Form #CG 00 01, with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or shall be twice the required occurrence limit.

B. Business Automobile Liability Insurance. Consultant shall maintain business automobile liability insurance coverage in a form at least as broad as ISO Form # CA 00 01, with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired and non-owned automobiles.

C. Workers' Compensation and Employers' Liability Insurance. Consultant shall maintain workers' compensation insurance as required by the State of California and employers' liability insurance with limits of not less than \$1,000,000 each accident.

D. Professional Liability Insurance. Consultant shall maintain professional liability insurance appropriate to Consultant's profession with a limit of not less than \$2,000,000. Architects' and engineers' coverage shall be endorsed to include contractual liability. If policy is written as a "claims made" policy, the retro date of the policy shall be prior to the start of the contract.

E. **Cyber Liability Insurance.** Consultant shall maintain cyber liability insurance coverage with a limit of not less than \$2,000,000 per claim and \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include but not be limited to claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines, penalties and credit monitoring expenses with limits sufficient to respond to these obligations.

5.3. **Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be declared to and approved by City.

5.4. **Other Insurance Provisions.** The required insurance policies shall contain or be endorsed to contain the following provisions:

A. **Commercial General Liability.** City, its elected or appointed officials, officers, employees and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Consultant, including materials, parts or equipment furnished in connection with 21 such work or operations. Such coverage as an additional insured shall not be limited to the period of time during which Consultant is conducting ongoing operations for City but rather, shall continue after the completion of such operations. The coverage shall contain no special limitations on the scope of its protection afforded to City, its officers, employees and volunteers.

B. **Commercial General Liability.** This insurance shall be primary insurance as respects City, its officers, employees and volunteers and shall apply separately to each insured against whom a suit is brought or a claim is made. Any insurance or self-insurance maintained by City, its officers, employees and volunteers shall be excess of this insurance and shall not contribute with it..

C. **Professional Liability.** If the Professional Liability policy is written on a "claims made" form, Consultant shall maintain similar coverage for three consecutive years following completion of the project and shall thereafter, submit annual evidence of coverage. Additionally, Consultant shall provide certified copies of the claims reporting requirements contained within the policies.

D. **Workers' Compensation and Employers' Liability Insurance.** Insurer shall waive their right of subrogation against City, its officers, employees and volunteers for work done on behalf of City.

E. **All Coverages.** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City.

If Consultant maintains higher limits or has broader coverage than the minimums shown above, City requires and shall be entitled to all coverage, and to the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

F. Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances

5.5 Acceptability of Insurers. All required insurance shall be placed with insurers acceptable to City with current BEST'S ratings of no less than A, Class VII. Workers' compensation insurance may be placed with the California State Compensation Insurance Fund. All insurers shall be licensed by or hold admitted status in the State of California. At the sole discretion of City, insurance provided by non-admitted or surplus carriers with a minimum BEST'S rating of no less than A- Class X may be accepted if Consultant evidences the requisite need to the sole satisfaction of City.

5.6 Verification of Coverage. Consultant shall furnish City with certificates of insurance which bear original signatures of authorized agents and which reflect insurers names and addresses, policy numbers, coverage, limits, deductibles and self-insured retentions. Additionally, Consultant shall furnish copies of all policy endorsements required herein. All certificates and endorsements must be received and approved by City before work commences. City reserves the right to require at any time complete, certified copies of any or all required insurance policies and endorsements.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile

or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

RJN Investigations, Inc.
360 E. First Street, #696
Tustin, CA 92780
Attn: Robert J. Nagle

IF TO CITY:

City of Fullerton
303 W. Commonwealth Ave.
Fullerton, CA 92832
Attn: Ellis Chang

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. To the fullest extent of the law, Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents, and employees, at Consultant's sole expense, from and against claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents, and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the professional services undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents, and employees based upon the work performed by Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable.

Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints, or suits arising out of the sole or active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, CAD drawings, documents, information and data, including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such

documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files, audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, without prejudice to any other remedy to which City may be entitled to at law or equity, Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction. In addition, Consultant shall reimburse City for any and all costs, expenses and/or damages, if any, that the City has incurred due to the aforementioned error or omission.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and

conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF FULLERTON

Kenneth A. Domer, City Manager

Date: _____

CONSULTANT

Robert J. Nagle (President)

Date: _____

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:



Richard D. Jones, City Attorney

Date: 1.2024

EXHIBIT A
SERVICES & FEES

City of Fullerton



Request for Qualifications For On-Call Independent Investigative Services

Proposal Due Date:

Thursday, November, 12 2020, 2:00 pm, PST

Proposal Contact:

Jimmy Armenta, Buyer
303 W. Commonwealth Avenue
Fullerton, CA 92832-1775

Proposal Submitted by:

RJN Investigations, Inc.
360 E. First Street, #696
Tustin, CA 92780



Phone: 888-323-3832

CA State License 12054

www.rjninvestigations.com

October 19, 2020

Jimmy Armenta, Buyer
City of Fullerton - Purchasing
303 W. Commonwealth Avenue
Fullerton, CA 92832-1775

Subject: Letter of Transmittal

Dear Mr. Armenta,

RJN Investigations, Inc. has been in business for the past 33 years, having been issued a California Private Investigative License in January 1987, License Number 12054. Our firm is a California Corporation and in good standing with the State of California. Robert J. Nagle is the President of the corporation and sole shareholder. Persons authorized to make legal commitments for our company are Robert J. Nagle, President and Fred Martino, Administrator.

RJN Investigations, Inc. Address: 360 E. First Street, #696, Tustin, CA 92780.
Telephone: (888) 323-3832. Fax (888) 223-7283. Email: Cases@rjninv.com Website:
www.rjninv.com

Based on the scope of work listed in this RFQ for the City of Fullerton, our firm has direct experience in the required services listed and we feel confident that our firm could exceed the expectations of the City of Fullerton for On-Call Independent Investigative Services.

For this RFQ, our goal is absolute customer satisfaction by providing total quality service. If you are not 100% satisfied with our services, we will refund, credit or re-work your assignments immediately to ensure that the City of Fullerton is completely satisfied. We strive to build long term business relationships with our clients and have never had a complaint filed against our license. In over 30 years, our firm has never been sued by a client nor have we ever had a complaint filed against our investigative license.

RJN Investigations does not anticipate the need to utilize any subcontractors in order to complete the scope of services associated with this RFQ. Additionally, we do not have any exceptions to any part of the City's scope, specifications, terms or conditions. This proposal shall remain valid for a period of no less than 90 days from the date of submittal.

By way of the signature below, I attest that all information submitted with this proposal is true and correct.

Technical Proposal

At RJN Investigations, our mission statement is "To consistently provide quality investigative findings in a timely and cost-efficient manner." Our firm specializes in providing professional investigative services to California Public Entities to include counties, cities and school districts. We provide all insurance defense investigative services for well over 100 public entity clients. Additionally, we provide a state mandated Special Investigation Unit that investigates insurance fraud cases and refers the suspected fraud cases to law enforcement.

Moreover, having successfully secured RFP / RFQ awards, our firm is currently performing claim investigations for the Los Angeles City Attorney's Office, as well as for the City of Los Angeles Department of Water and Power and the Los Angeles World Airports (LAWA). The Housing Authority of the City of Los Angeles (HACLA) and State Compensation Insurance Fund has also chosen our firm to conduct their workplace investigations (references provided below). We have also worked for the County of Los Angeles performing both workplace and workers' compensation investigations for over the past decade.

With regard to our insurance defense investigation departments, we have well over 100 cities and school districts we provide services for in the state of California. We provide said services for various counties in California to include:

- 1) San Bernardino
- 2) Orange
- 3) Riverside
- 4) San Diego
- 5) Los Angeles
- 6) Ventura

Our firm has direct experience investigating workplace complaints, such as the following: Discrimination, Sexual harassment, FMLA, ADA, Retaliation, Workers' compensation, Favoritism, Nepotism, Misconduct, Disciplinary Matters, Theft, Fraud, Improper hiring/promotion, Hostile work environment, Third person bystander harassment, Failure to report/investigate, Whistle Blower, Inappropriate conduct, etc.

We understand that public entity clients are under various regulatory requirements associated with on-call work place investigations and workplace compliance training. As such they are required to investigate complaints of discrimination, sexual harassment, retaliation and other confidential and complex workplace complaints filed by or against their employees. We understand that these sensitive investigations must be performed within established government regulations and with the required expertise and knowledge.

Upon completion of our investigation, a detailed report is then provided to Legal Counsel and/or Human resources for appropriate action. Our investigators have considerable experience testifying in Superior Court and Administrative Hearings, as well as in Deposition settings to maximize the benefits of the investigative findings in-order to successfully mitigate the case. We strive to perform these investigations in an objective, professional, effective and thorough manner.

We also provide in-house training on a variety of workplace issues in-order to maintain compliance with State/Federal regulations, as well to help decrease future such claims via updated education and as to help minimize the overall liability exposure to our clients. Our training seminars are interactive and created to provide truly quality training in an energetic

presentation. Each of our Workplace training Instructors have over 20 years' experience. Our workplace investigation reports, invoices, and audio statements are all available 24/7 via our secure website at no additional charge.

Despite the challenges faced in 2020, RJN Investigations has maintained a solid financial foundation. Our gross annual revenue over the past three years has averaged between \$10 – 12 million. *(We would appreciate that this information be considered confidential and proprietary.)* Furthermore, we are not experiencing any financial conditions (e.g. bankruptcy, pending litigation, planned office closures, impending merger) that will impede our ability to complete the contract and perform high level on-call independent investigative services for the City.

Workplace / Independent Investigation References:

1. Client's Company Name:	County of Los Angeles – Human Resources Department – Equity Investigations Unit
Client Address:	500 West Temple Street, Ste. #588 Los Angeles, CA 90012
Contact's Name:	Letitia Ellison-Cooper
Contact's Title:	Principal Analyst
Contact's Telephone & FAX:	213/974-2495
Contact's Email:	lellison-cooper@hr.lacounty.gov
Scope of Services Provided:	Equity and personnel investigations
Project Completion Date & Value:	No completion date – Contract awarded in June 2016 and is on-going / No set value
2. Client's Company Name:	Housing Authority of the City of Los Angeles
Client Address:	2600 Wilshire Blvd., Los Angeles, CA 90057
Contact's Name:	Annie Markarian
Contact's Title:	Director of Labor and Employee Relations
Contact's Telephone & FAX:	213/252-5360
Contact's Email:	annie.markarian@hacla.org
Scope of Services Provided:	On-Call workplace / personnel investigations
Project Completion Date & Value:	No completion date – Contract awarded in October 2016 and is on-going / No set value
3. Client's Company Name:	Los Angeles World Airports (LAWA)
Client Address:	7301 World Way West, Los Angeles, CA
Contact's Name:	Paula Adams
Contact's Title:	Director of Airport Administration
Contact's Telephone & FAX:	424/646-5901
Contact's Email:	padams@LAWA.org
Scope of Services Provided:	On-Call workplace / personnel investigations
Project Completion Date & Value:	No completion date – Contract awarded in February 2018 and is on-going / No set value

Proposed Staffing and Organization

Each of our investigators have ten plus years' experience handling a wide variety of workplace investigations ranging from discrimination (involving protected classes), harassment/sexual harassment, bullying, hiring/promotional improprieties, as well other administrative/Human Resources related complaints. The majority of these investigations involve government entities to include counties, cities and school districts.

In terms of education, all of our workplace investigators have a minimum of a Bachelor's degree. Most have also achieved graduate level or law degrees. Therefore, we have extensive training and experience writing professional reports that accurately reflect the facts gathered during the investigative process. Additionally, all investigators are routinely coached by Senior Management to ensure continuous improvement and development on top of their education.

As far as training, our investigators are provided annual in-house training to include sexual harassment and discrimination. Additionally, we are members in good standing with the Association of Workplace Investigators (AWI). All of our workplace investigators have attended AWI's Public Sector and General Workplace Investigation seminars. By attending AWI's seminars, our investigators are able to stay apprised of current trends, new developments and all of the new laws critical to performing impartial and thorough workplace investigations.

Our investigators have attended Workplace Investigative Interviewing Strategies for Human Resources offered by Wicklander and Zuluwski. This training, along with our extensive experience conducting interviews, allows us to ensure each interview is as productive as possible regardless of the level of cooperation of the interviewee.

In addition, the key personnel discussed below will be available to the extent proposed for the duration of the contract. We acknowledge that none of the personnel designated as "key" to the contract will be removed or replaced without concurrence of the City.

Qualifications for Key Investigative Staff

Jeanne Behling, Esq. – Senior Workplace Investigator

Jeanne joined RJN in 2019 as an Investigator after closing her private law practice where she specialized in representing Law Enforcement Personnel in personal injury and employment matters. She has also mediated matters and is an Adjunct Professor at Chapman's Fowler School of Law. Her interest in workplace investigations stems from her work on matters that were not investigated at an early stage and resulted in significant litigation. Jeanne has traveled extensively and lived in Australia and Singapore. She has a Bachelor of Arts in Political Science from University of California, Riverside and a Juris Doctorate from University of California, Hastings College of Law.

Jeanne has extensive experience conducting high level workplace investigations for both public and private entities. Jeanne is an active member of the Association of Workplace Investigators (AWI) and has attending their various training seminars and webinars to ensure she is apprised of all new trends/laws in the workplace investigation arena.

JEANNE BEHLING, ESQ.

Tustin, CA 92780 || 714.488.8282

PROFESSIONAL EXPERIENCE

RJN Investigations, Inc.

April 2019-Present

Workplace Investigator conducting impartial investigations of allegations of employee misconduct including investigations of employee misconduct in the public sector.

Chapman University, Fowler School of Law

January 2019-Present

Adjunct Professor teaching Mediation Skills to third year law students, including questioning and listening skills, impartiality and neutrality and recognition of personal bias.

IVAMS Present

March 2015-

Mediator on the panel of Inland Valley Arbitration and Mediation Services with offices in Irvine, Ontario, Los Angeles and Pasadena.

Smith & Behling, Tustin, CA

March 2006 – August 2016

Responsible for all aspects of plaintiff personal injury and employment cases, intake to litigation, including drafting and responding to discovery, taking and defending depositions, drafting and responding to motions, preparing for jury trials, including working with various expert witnesses.

Smith & Marguarr, Tustin, CA

July 2000-February 2006

Responsible for all aspects of business and personal injury cases, intake to litigation, including discovery both written and oral, drafting motions and responses, court appearances, and trial preparation. Prepared for mediation and arbitration as required.

Overseas Family School, Singapore

1997-2000

College Professor at a school affiliated with the California State University System

Taught Political Science and Business Law to College Freshmen

Alexizon, Smith, Susson & Palafox, Santa Ana, CA

October 1993- April 1996

Personal Injury Litigation Firm

Associate at an Insurance Defense Firm, responsible for all aspects of civil litigation, including, discovery, depositions, motions, and court appearances.

Los Angeles County District Attorney, Los Angeles, CA

December 1988-September 1993

Deputy District Attorney

Responsible for all aspects of prosecution of criminal cases including misdemeanors and felonies. Worked with officers on investigations and filed complaints. Tried over sixty cases to jury verdict, including vertical prosecution of sexual abuse and assault cases, gang offenses and homicides.

EDUCATION

Juris Doctorate, Hastings College of Law, San Francisco, CA

June 1988

Bachelor of Arts in Political Science, University of California, Riverside, CA

June 1985

COMMUNITY/PROFESSIONAL ORGANIZATIONS

Assistance League of Tustin, President

Foothill High School Education Foundation, Board Member/Secretary/Co-President 2014-2017

Orange County Bar Association, member, volunteer Arbitrator for Mandatory Fee Arbitration

Alan Kaatz – Workplace Investigation Manager

Alan joined RJN in 2007 as an Investigator after making a career change from the Consumer-Packaged Goods industry where he held positions specializing in Category Management and Analytics for Nestle. Alan was promoted to the role of Workplace Investigations Manager in 2015. Alan has a B.A. in Business Finance and a M.B.A. in Business Management from California State University, Fullerton.

Alan has extensive experience conducting high level workplace investigations for both public and private entities. Alan has also continued to pursue further education earning the following designations: Workers' Compensation Claims Professional (WCCP), Certified Professional in Fraud Identification (CPFI) and Professional in Human Resources (PHR). Additionally, Alan is an active member of the Association of Workplace Investigators (AWI) and has attending their various training seminars and webinars to ensure he is apprised of all new trends/laws in the workplace investigation arena.

Placentia, CA 92870

714-747-0170
AlanK@rjninv.com

ALAN J. KAATZ



Professional Experience	02/15 - Present	RJN Investigations, Inc.	Riverside, CA
	Manager – Workplace Investigations		
	<ul style="list-style-type: none">Managing an investigative staff consisting of 15 FTE'sOverseeing/supervising a revolving caseload of approximately 120 - 150 workplace (workers' compensation, Administrative/Human Resources) and various liability/subrogation investigationsProviding detailed investigative plans and guidance to ensure investigators meet/exceed the client's expectations on all assignmentHandling high level / high exposure claims relating to workers' compensation and administrative/HR investigations; specializing in Public Sector private employersPackaging and referring SIU cases to appropriate agencies (DOI and County DA's)Conducting performance reviews and handling all day-to-day personnel related matters for direct reportsHiring and training new investigatorsIdentifying and implementing companywide best practices		
	6/07 – 11/10	RJN Investigations, Inc.	Riverside, CA
	Senior Investigator		
	<ul style="list-style-type: none">Conducted various types of investigations (i.e. workers' compensation, personal injury, subrogation, personnel/administrative)Maintained a professional, confidential and neutral approach to all assignmentsWrote highly professional and detailed reports to address all information gathered in the investigation and made recommendations for potential follow-up investigative effortsTrained new investigators and assisted with development of company best practices		

Licenses / Certification	▪ Workers' Compensation Claims Professional (W.C.C.P.)	
	▪ Certified Professional in Fraud Identification (C.P.F.I.)	
	▪ Professional in Human Resources (PHR designation)	
	▪ Member, Southern California Fraud Investigator's Association	
	▪ Member, California Association of Licensed Investigators	
Education	▪ Member, Association of Workplace Investigators	
	8/07 – 8/09	California State University, Fullerton
	M.B.A. in Business Administration - Management	
	8/96 – 12/00	California State University, Fullerton
	B.A. in Business Administration - Finance	
Skills	MS Office (Outlook, Word, Excel) expert level user, Public Sector workplace investigation specialist, people management, business development, fraud identification, strategy development / implementation, business analytics, Interviewing for Human Resources / employer level investigations, SIU investigations, AOE/COE specialist, EEO / Title VII investigations, workplace investigations	

Resumes for Other Key Staff

Robert Nagle – President

Robert Nagle is the founder and president of RJN Investigations, Inc. The firm was founded in 1987 and exclusively handles insurance defense related investigations throughout California. In 1994, we established an SIU Division to assist small to mid-sized insurance clients and as well as self-insured clients in developing a pro-active approach to workers' compensation fraud. As of this date, this division has formally referred over 2750 cases to the California Department of Insurance Fraud Unit and various District Attorneys' offices throughout California. These referrals have resulted in over 185 convictions for insurance fraud, and in excess of \$2.3 Million in court ordered restitution. In the past, Mr. Nagle has been a guest speaker for Southern California Fraud Investigator's Association; Hearing Representatives Association of California; California Association of Licensed Investigators; Council of Self-Insured Public Agencies, American Society of Safety Engineers, The Insurance Educational Association, and the "We-TIP" National Conference. He has also conducted in-house fraud training for Kaiser, Oakland Corporate Office, Travelers Insurance, Golden Eagle Insurance, York Insurance Services, The Vons Companies, Berkshire Hathaway, Sysco Food Corporation, Springfield, Crum & Forster, Everest National, AIG Insurance Companies and Los Angeles Sheriff Risk Management Department. Mr. Nagle is an active member of the National Council of Investigation and Security Services; American Society for Industrial Security; California Association of Licensed Investigators; Northern California Fraud Investigators Association; and the Association of Certified Fraud Examiners.

Mike Chuck – Surveillance Director

Mike has been employed with RJN since 1996 and holds the position of Surveillance Director. His role is to ensure the proper scheduling of Subrosa cases as instructed by clients, in addition to maintaining the highest level of investigative standards for the field investigators. Mike directly manages the case supervisors who assist in the overall task of developing pre-surveillance data, investigative plans, monitoring daily field operations, reviewing

surveillances for quality and assessing our work product to make additional recommendations to clients for the defense of a claim.

Miriam Lawrence – Vice President – Operations

Miriam has been employed with RJN since 1989. She is in charge of monitoring surveillance case files for overall quality control, red flag indicators for fraud, as well as internet investigations. Miriam is experienced with insurance defense investigations, including Workers' Compensation, liability and medical fraud.

During the past several years, Miriam began attending seminars and conferences, including PARMA, AIGWIR, and CAWC, and the Workers' Compensation Forum, Inland Empire, to further her knowledge of the Workers' Comp system and expand client contacts. Furthermore, she is responsible for overall client satisfaction; therefore, should you need assistance, please feel free to contact her.

Fred Martino – Senior Manager/Administrator

Senior Manager / Administrator for RJN Investigations since 2002. Fred came to us after 25 years as a law enforcement professional where he served both locally and statewide. He worked 10 years as a patrol officer, investigator, field training officer, and watch commander for the Laguna Beach Police Department. He then joined the California Department of Justice as a Special Agent where he excelled as an expert in narcotics enforcement and surveillance techniques. Fred was promoted and assigned as the Department of Justice Special Agent Academy Coordinator where he taught his specialty to law enforcement officers nationwide. During his DOJ career Fred managed several drug and violent crime task forces throughout the State. He is a Medal of Valor recipient and holds degrees in Criminal Justice and Management, along with a lifetime teaching credential from the State of California.

Ty Montoya – Vice President

Ty began his career in law enforcement and served several years in the Community Response Unit where the focus was on career criminals. Many of Mr. Montoya's duties were undercover, conducting buy-bust operations. In his law enforcement career, Mr. Montoya was awarded the Medal of Valor by California State Senator Ruben Ayala and also the Police Star of Merit Medal for Bravery.

Mr. Montoya, looking for a safer career, chose RJN Investigations, Inc. in 1989. His leadership and reputation is well known throughout the insurance defense and legal communities. Mr. Montoya is the V.P. of Special Projects and manages our key client accounts. Mr. Montoya is an accomplished trainer and lectures regularly to senior claims personnel and other audiences in the industry. He has been an invited speaker/lecturer with organizations such as the Southern California Fraud Investigator's Association, Employer's Fraud Task Force, Orange County District Attorney's Office, and the California Joint Powers Insurance Authority to name a few.

Mr. Montoya continues his education in this ever-changing case law world and has attended, Rio Hondo College and California Southern School of Law.

Detailed Work Plan

Upon establishing a relationship with a new client, we always encourage an introductory meeting between our senior staff and the key contact personnel within the client's organization. This gives us an opportunity to clarify policies/procedures, so we can adapt our approach and resources to ensure we exceed all expectations.

At RJN Investigations, we pride ourselves on a level of client service that is second to none. Our investigative staff will acknowledge all service requests on the date it is received, and generally within two hours of receipt. Additionally, we generally have the ability to deploy our investigator as quickly as needed to initiate the City's need for a prompt personnel investigation. Per our projected fee schedule, we would not be charging any additional "Rush Fees" on this bid.

In order to ensure consistency and thoroughness with our investigations, we typically follow the same general procedural steps to handle each investigative assignment. However, we acknowledge that each client and investigation are unique and thus we maintain a level of adaptability to avoid a rigid approach that could result in key areas or additional steps of the investigation being overlooked. The following are our primary steps performed with each investigation:

1. Manager receives/reviews case referral in order to identify all key aspects of the assignment (i.e. allegation(s), location where complaint occurred, names of all parties associated with the complaint, potential personnel rules/policies/laws in violation, etc.)
2. Determine appropriate investigator for assignment based on location and nature of complaint
3. Prepare investigative plan including scope of investigation, witness lists, document and evidence that will be needed, initial investigation strategy, and an anticipated timeline for the investigation
4. Submit request for information to secure all relevant documents and evidence determined to be needed; based on allegations
5. Schedule interviews in order to secure recorded statements from complaining party(s), subject(s) of investigation as well as any identified witnesses
6. Perform recorded interviews with all involved parties and relevant witnesses; assess credibility of involved parties utilizing criteria established by EEOC (i.e. motive to falsify, inherent plausibility, corroboration, past record, demeanor, etc.)
7. Request any further evidence/documentation identified during the course of the interviews with all involved parties
8. Provide status update to City contact personnel to keep them apprised with status of investigation
9. Complete investigative report including: an executive summary detailing all allegations identified in scope of investigation, summaries of statements from all involved parties/witnesses, credibility assessments for involved parties, detailed list of Exhibits and evidence gathered, as well as factual determination of findings from investigation
10. Manager conducts review to ensure investigation is thorough, investigative report completely addresses allegation(s) identified in the scope of the complaint and that the determination is correct based on a preponderance of the evidence standard
11. Submit investigative report along with all evidence gathered during the course of the investigation, including audio files and transcripts for all interviews performed.

12. Solicit feedback from the client contact in order to adjust make any needed adjustments to our investigative process/product to ensure we are completely in-line with the client's requirements and expectations.

As discussed above, we will establish a detailed investigative plan at the onset of each complaint referred for an independent investigation. This plan will allow us to outline each step of the investigation and identify approximate timeframes for completion of the investigation. As independent investigators, we recognize the importance of conducting a timely investigation that is prompt as well as an investigative process that is both thorough and impartial.

At RJN Investigations, we pride ourselves on a level of client service that is second to none. Our investigative staff will acknowledge all service requests on the date it is received, and generally within two hours of receipt. Additionally, we generally have the ability to deploy our investigator as quickly as needed to initiate the City's need for a prompt personnel investigation. Per our projected fee schedule, we would not be charging any additional "Rush Fees" on this bid.

The only type of delays we have historically experienced with our workplace investigations have been when parties involved in the complaint are not available timely to be interviewed. In the event this occurs, we will immediately update the City with the reason for the delay and determine the optimal method to resolve the situation. Typically, we will assess when, or if, the staff member will be available in order to proceed as needed to best address the allegation(s). Therefore, we don't anticipate any significant lost hours or backlog that might occur during the course of the investigation.

While conducting workplace / personnel investigations, we follow the standards set forth by the Association of Workplace Investigators (AWI). AWI has established the benchmark with respect to various aspects (i.e. credibility assessments, analytical standard, etc.) of workplace investigations. Therefore, we ensure our investigations and resulting findings are in accordance with all state / legal requirements as well as AWI's recommendations.

Our goal is to conduct a "good faith investigation with reasonable conclusion," with a finding that is based on the preponderance of the evidence standard. A critical aspect of any workplace investigation is establishing credibility for the involved parties. Therefore, we utilize determining factors recommended by the EEOC (i.e. inherent plausibility, demeanor, motive to falsify, corroboration and past record), California Jury Instructions and California Evidence Code 780 (i.e. you may believe all, part or none of a witness' testimony, witness' character of honesty / dishonesty, witness' capacity to perceive / recollect / communicate, etc.).

As mentioned above, RJN Investigations does not anticipate utilizing any subcontractor(s) to perform any work relative to the engagement described within the Scope of Services. We believe that we have adequate highly experienced investigators to ensure our ability to accomplish all of the City's objectives.

Appendices

I. Fee Schedule (Based on sample investigation)

LN	Fee Rates	Total Hours	Total Cost
1	Receive and review referral from City; open new file	2.0	\$316.00
2	Meet with HR staff to discuss expectations, timelines, processes and resources required	2.0	\$316.00
3	Identify allegations and determine scope of investigation	1.5	\$237.00
4	Prepare detailed investigative plan and present to Administrative Services Department and/or City Manager's Office	2.5	\$395.00
5	Submit initial request for all relevant documents and evidence	0.5	\$79.00
6	Coordinate interviews with complainant and initial witnesses	1.0	\$158.00
7	Perform recorded interviews with complainant & witnesses	8.0	\$1,264.00
8	Review complainant interview & prepare interview w/ subject	2.0	\$316.00
9	Coordinate interview with subject & additional witnesses	1.0	\$158.0
10	Perform recorded interviews with subject & witnesses	8.0	\$1,264.00
11	Request any additional evidence (i.e. emails, documents, etc.)	0.5	\$79.00
12	Complete investigative report, to include findings and supporting documentation within the estimated timeframe	10.0	\$1,580.00
13	Manager review of report, supporting documents and findings	2.0	\$316.00
14	Submit investigative report along with all evidence gathered and meet with City Manager and/or other City authorized parties to discuss the investigation, as needed	2.0	\$316.00
15	Submit invoice and solicit feedback from City	0.5	\$79.00
16	If necessary, conduct follow-up investigations and prepare addendums to the report when required	5.0	\$790.00
A	Fee Rates	48.5	\$7,663.00

II. Rate Schedule

LN	Standard Personnel Rates	Title of Person Performing Service	Hourly Rate	Total Hours	Total Cost
1	Field Investigation	Sr. Personnel Investigator	\$158.00	48.5	\$7,663.00
2	Administrative/Clerical	Vice President	\$80.00*	-	\$ -
5	Clerical	Supervisor	\$80.00*	-	\$ -
B	Total Personnel Costs				\$

*All investigative efforts will be performed by Senior Personnel Investigators

III. Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

Note: To be executed by Proposer and submitted with proposal.

State of CALIFORNIA
(the State of the place of business)

County of RIVERSIDE
(the County of the place of business)

T. Montana, being first duly sworn, deposes and
(name of the person signing this form)

says that he/she is VP of
(title of the person signing this form)

RJN INVESTIGATIONS, Inc., the party making the foregoing bid
(name of bidding company)

that such bid is not made in the interest of or on the behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner directly or indirectly sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder or to fix any overhead profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in such bid are true, and further, that said bidder has not directly or indirectly submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with said bidder in the general business

By: T. Montana
(signature)

Printed Name: Odessa
(name of the person signing this form)

Title: VP
(title of the person signing this form)

IV. Exceptions Form

EXCEPTIONS FORM

If your company is taking exception to any of the specifications, terms or conditions (including insurance, indemnification and/or proposed contract language) stated in this Request for Proposal, please indicate below and describe details: (check any that apply)

- ☒ No exceptions taken
☐ Exception taken to the scope of work or specifications
☐ Exception taken to indemnification and insurance requirements
☐ Exception to proposed contract language
☐ Other

Please explain any of the checked items:

PROPOSING FIRM: RJN INVESTIGATIONS 10/21/22 DATE:
BUSINESS ADDRESS: 360 E. DRAKE ST. #696 TUSTIN CA 92780
SIGNATURE OF REPRESENTATIVE: [Signature]
BY: TY Montoya TITLE: V.P.

INSTRUCTION REGARDING SIGNATURE: If bidder is an individual, state "Sole Owner" after signature. If bidder is a partnership, signature must be by a general partner, so stated after "Title". Names of all other partners and their business addresses must be shown below. If bidder is a corporation, signature must be by an authorized officer, so stated after "Title", and the names of the President and Secretary and their business addresses must be shown below:

V. Status of Past and Present Contracts Forms

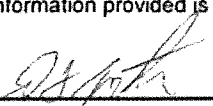
Status of Past and Present Contracts Form

On the form provided below, Offeror shall list the status of past and present contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years in which the contract has ended or will end in a termination, settlement or in legal action. A separate form must be completed for each contract. Offeror shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value.

If the contract was terminated, list the reason for termination. Offeror must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts. Each form must be signed by an officer of the Offeror confirming that the information provided is true and accurate.

Project city/agency/other: County of Los Angeles - Dept of Human Resources	
Contact name: Martina Abgaryan Phone: 213/974-2691	
Project award date: 07/2015	Original Contract Value: Case by case basis
Term of Contract: Five years with annual extensions thereafter	
1) Status of contract: Open / on-going	
2) Identify claims/litigation or settlements associated with the contract: None	

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

Signature  **Date** October 21, 2020
Name: Ty Montoya
Title: Vice President

Status of Past and Present Contracts Form

On the form provided below, Offeror shall list the status of past and present contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years in which the contract has ended or will end in a termination, settlement or in legal action. A separate form must be completed for each contract. Offeror shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value.

If the contract was terminated, list the reason for termination. Offeror must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts. Each form must be signed by an officer of the Offeror confirming that the information provided is true and accurate.

Project city/agency/other: Housing Authority of the City of Los Angeles (HACLA)	
Contact name: Annie Markarian	Phone: 213/252-5327
Project award date: 01/2015	Original Contract Value: Approximately \$30,000 per year
Term of Contract: Annual with optional extensions: contract has been extended each year	
1) Status of contract: Open / on-going	
2) Identify claims/litigation or settlements associated with the contract: None	

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

Signature



Date October 21, 2020

Name: Ty Montoya

Title: Vice President

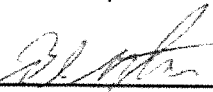
Status of Past and Present Contracts Form

On the form provided below, Offeror shall list the status of past and present contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years in which the contract has ended or will end in a termination, settlement or in legal action. A separate form must be completed for each contract. Offeror shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value.

If the contract was terminated, list the reason for termination. Offeror must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts. Each form must be signed by an officer of the Offeror confirming that the information provided is true and accurate.

Project city/agency/other: Los Angeles World Airports (LAWA)	
Contact name: Paula Adams	Phone: 424/656-5901
Project award date: 03/2018	Original Contract Value: Case by case basis
Term of Contract: Three years with annual extensions thereafter	
1) Status of contract: Open / on-going	
2) Identify claims/litigation or settlements associated with the contract: None	

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

Signature  **Date** October 21, 2020
Name: Ty Montoya
Title: Vice President

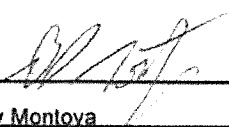
Status of Past and Present Contracts Form

On the form provided below, Offeror shall list the status of past and present contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years in which the contract has ended or will end in a termination, settlement or in legal action. A separate form must be completed for each contract. Offeror shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value.

If the contract was terminated, list the reason for termination. Offeror must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts. Each form must be signed by an officer of the Offeror confirming that the information provided is true and accurate.

Project city/agency/other: State Compensation Insurance Fund (SCIF)	
Contact name: Workplace Investigations	Phone: 707/452-2045
Project award date: 06/2018	Original Contract Value: Case by case basis
Term of Contract: Three years, plus annual extensions	
1) Status of contract: Open / on-going	
2) Identify claims/litigation or settlements associated with the contract: None	

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

Signature  Date October 21, 2020
Name: Ty Montoya
Title: Vice President

VI. Work Sample #1



CONFIDENTIAL

**DEPARTMENT OF HUMAN RESOURCES
ADMINISTRATIVE INVESTIGATION**

CASE #: _06_15_18

**DEPARTMENT OF HUMAN RESOURCES
ADMINISTRATIVE INVESTIGATION**

CASE #: 06_15_18

**PREPARED FOR:
DIRECTOR – LABOR & EMPLOYEE RELATIONS
RISK MANAGER**

**PREPARED BY:
RJN INVESTIGATIONS, INC.
ALAN KAATZ, MANAGER – WORKPLACE INVESTIGATIONS**

**SUBMITTED ON:
SEPTEMBER 28, 2018**



Phone: 888-323-3832
Fax: 888-223-7283
CA State License 12054
www.rjninvt.com

September 27, 2018

Director – Labor & Employee Relations
xxxxx Wilshire Blvd.
Los Angeles, CA 90057

RE: Investigation of Claims Raised by xxxxx, xxxxx xxxxx

Dear xxxxx,

Pursuant to the contract between RJN Investigations, Inc. (or "RJN") and xxxxx, RJN was tasked with the investigation of complaints reported by xxxxx, xxxxx. The Subjects of Investigation as provided by Ms. xxxxx, Risk Manager, are: xxxxx, xxxxx, xxxxx and xxxxx. All of the involved parties are employees of XXXXX.

Ms. xxxxx alleges she was subjected to discrimination and harassment on the basis of age and a disability. Ms. xxxxx alleged she was subjected to harassment after requesting a reasonable accommodation in October 2017 when she was "interrogated" by Ms. xxxxx. Ms. xxxxx also filed a Charge of Discrimination with the EEOC and California Department Fair Employment and Housing, in which she alleged she was subjected to "different terms and conditions of employment by xxxxx (Manager) on the basis of age and disability.

In addition, Ms. xxxxx alleged in an email to Ms. xxxxx, dated March 26, 2018, she believed she was being treated unfairly and subjected to unprofessional conduct. Therefore, the scope of this investigation will be to address these and any related allegations.

The purpose of RJN's involvement in this matter is to conduct a good faith investigation that is prompt, impartial and thorough delivering reasonable conclusions. This administrative investigation and resulting conclusions/findings are based on a preponderance of evidence standard. Consequently, no legal conclusions can or should be drawn from recommendations and/or decisions associated with this administrative process.

Best Regards,

Alex Kasty

Manager – Workplace Investigations
RJN Investigations, Inc.

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LIST OF PERSONS INTERVIEWED

CASE # 06_15_18

CONFIDENTIAL PERSONNEL INFORMATION

	NAME	TITLE	RACE/ETHNICITY	AGE	GENDER	DATE OF HIRE
1.	XXXXX	XXXXX	Hispanic	N/A	Female	2010
2.	XXXXX	XXXXX	African-American	51	Female	1997
3.	XXXXX	XXXXX	Caucasian	55	Female	1998
4.	XXXXX	XXXXX	Caucasian	N/A	Male	2015
5.	XXXXX	XXXXX	African-American	N/A	Female	1989
No additional interviews conducted						

SUMMARY CHART
CASE #: ESPITIA_06_15_18

DATE	EVENTS/ALLEGATIONS	WITNESS – SUPPORTING/DISPUTING INFORMATION
March 2018	<p>1. In an email dated March 26, 2018, Ms. xxxxxx alleged she was subjected to inappropriate conduct by Ms. xxxxxx. Ms. xxxxxx stated in the email “it’s well known you do not want me in your unit and Lula has been trying to get rid of me...I deserve to be treated fairly.”</p> <p>Additionally, Ms. xxxxxx alleged in the aforementioned email that “you accused me of hiding documents in my locked drawers...” She stated this accusation was not accurate and she was “not hiding anything.”</p>	<p>SUPPORTING: As alleged by Ms. xxxxxx in her email. Ms. xxxxxx declined to provide a statement or participate in the administrative investigation. Therefore, no additional details or supporting documentation outside of the information in the email was ascertained.</p> <p>DISPUTING: Ms. xxxxxx adamantly denied ever subjecting Ms. xxxxxx to any type of inappropriate or unprofessional conduct. She also stated she has never made any comments or taken any action to suggest she did not want Ms. xxxxxx in her unit.</p> <p>Additionally, Ms. xxxxxx adamantly denied the allegation she accused Ms. xxxxxx of hiding documents or anything of that nature. She stated she and other staff had attempted to locate some needed tenant related documents when Ms. xxxxxx was off work. Ms. xxxxxx said that when Ms. xxxxxx returned to work she advised her that “the drawers should always remain open so that we can locate documents as needed.” She emphasized she never accused Ms. xxxxxx of hiding documents or anything along those lines.</p> <p>OTHER: The other involved parties were not aware of this allegation and thus had no information to provide.</p>
April 2018	<p>2. In an email dated May 7, 2018, Ms. xxxxxx alleged she was subjected to harassment and HIPAA violations by Ms. xxxxxx. Ms. xxxxxx stated in the email that “I don’t understand why I must go through an interrogation every few months when, as I stated in the first meeting, my condition is not expected to improve and it’s progressively getting worse. I am asked the same questions at each meeting and my responses are the same. I don’t understand why I need to discuss my medical condition in front of other employees. What about my HIPAA rights? This type of interrogation is intimidating, a form of harassment and is</p>	<p>SUPPORTING: As alleged by Ms. xxxxxx. Ms. xxxxxx declined to provide a statement or participate in the administrative investigation. Therefore, no additional details or supporting documentation outside of the information in the email was ascertained.</p> <p>DISPUTING: Ms. xxxxxx stated Ms. xxxxxx’s allegations are unfounded and untrue. She stated Ms. xxxxxx was never asked or requested to provide any details related to her medical condition during any of the Interactive Process Meetings (IPMs). Therefore, Ms. xxxxxx stated Ms. xxxxxx’s allegation related to her health information is completely untrue.</p>

DATE	EVENTS/ALLEGATIONS	WITNESS – SUPPORTING/DISPUTING INFORMATION
	causing me undue stress..."	<p>In terms of the IPMs, Ms. xxxxxx emphasized the meetings were conducted in a professional manner and were in no way interrogatory in nature. She stated there is set template she follows in order to ensure all of the needed information is gathered during the meeting. Furthermore, Ms. xxxxxx explained that the follow-up IPMs were conducted at a frequency agreed upon by Ms. xxxxxx. Based on the timeframes associated with medical notes provided by Ms. xxxxxx, Ms. xxxxxx stated that it was necessary to conduct the IPMs to re-evaluate the reasonable accommodation and address any update medical notes from Ms. xxxxxx's treating physician.</p> <p>Ms. xxxxxx and Ms. xxxxxx attended the IPMs and indicated Ms. xxxxxx was never asked about or requested to provide any details related to her medical condition. Additionally, they stated the meetings were conducted in a professional manner and were in no way interrogatory in nature.</p> <p>OTHER: None</p>
	<p>3. In a Charge of Discrimination filed on July 25, 2018 with the Equal Employment Opportunity Commission and California Department of Fair Employment and Housing, Ms. xxxxxx alleged:</p> <p>1. "I was hired on or about November 4, 2002, and my current position is Advisor. From on or about October 9, 2017 to on or about December 31, 2017, I was subjected to different terms and conditions of employment by Xxxxxx (Manager). The different terms and conditions of employment included, but were not limited to, not being allowed to change my start time to 7:30am; having my caseload given to another employee leaving me with no work to perform; being accused of stealing an office key, being accused of not being at work, and submitting disability retirement applications to a retirement agency without my consent. On or about November 7, 2017, I requested a reasonable accommodation to Xxxxxx and my request was denied.</p>	<p>SUPPORTING: As alleged by Ms. xxxxxx, Ms. xxxxxx declined to provide a statement or participate in the administrative investigation. Therefore, no additional details or supporting documentation outside of the information in the Charge of Discrimination was ascertained.</p> <p>DISPUTING: All of the involved parties adamantly denied Ms. xxxxxx's allegations she was subjected to different terms and conditions of employment on the basis of age, disability, or for any other reason or protected class.</p> <p>Ms. xxxxxx stated Ms. xxxxxx's request for a reasonable accommodation to change her start time was in fact granted by Human Resources through an Interactive Process. She said that Ms. xxxxxx's start time reverted back to her original start time when Ms. xxxxxx was off work on a Leave of Absence (LOA). Ms. xxxxxx explained this was because the designated timeframe expired and another IPM was needed to re-evaluate Ms. xxxxxx's situation.</p> <p>Ms. xxxxxx and Ms. xxxxxx both explained that Ms. xxxxxx's caseload was</p>

DATE	EVENTS/ALLEGATIONS	WITNESS – SUPPORTING/DISPUTING INFORMATION
	<p>II. No reason was given for the different terms and conditions of employment. The reason XXXXX gave me for the denied accommodation was due to attendance issues.</p> <p>III. I believe I was discriminated against because of my disability in violation of the Americans with Disabilities Act of 1990, as amended, and discriminated against because of my age (66) in violation of the Age Discrimination in Employment Act of 1967, as amended.”</p>	<p>reassigned during one of her several extended LOA's. They stated this was done in the best interest of the Housing Authority and to ensure their clients were not neglected in Ms. xxxxx's absence.</p> <p>Ms. xxxxx and Ms. xxxxx stated they never accused Ms. xxxxx of stealing an office. Ms. xxxxx emphasized she never even spoke directly with Ms. xxxxx regarding her desk key.</p> <p>Ms. xxxxx and Ms. xxxxx stated they never made any type of accusation towards Ms. xxxxx of not being at work. They explained Ms. xxxxx's role as a Manager required her to audit timecards of the department to ensure they are correct. They stated this is done for all staff members and Ms. xxxxx was in no way singled out. They indicated that Ms. xxxxx had significant attendance issues, so it of course her timecard would be audited.</p> <p>Both Ms. xxxxx and Ms. xxxxx denied Ms. xxxxx's allegation that disability retirement applications were submitted to a retirement agency with her consent. Ms. xxxxx stated Ms. XXXXX (former Human Resources Director for XXXXX) discussed the topic of disability retirement. However, she said she was not involved in the discussion and had no involvement with submitting any type of applications.</p> <p>OTHER: None</p>

INVESTIGATIVE SUMMARY

CASE #: 06_15_18

"Administrative Process Disclaimer"

The standards of proof and rules that govern administrative investigatory and disciplinary processes are different from those used in legal proceedings in courts of law. Consequently, no legal conclusions can or should be drawn from recommendations and/or decisions associated with this administrative process.

COMPLAINING PARTY(S): xxxxxx

SUBJECT(S) OF INVESTIGATION: xxxxxx
 xxxxxx
 xxxxxx
 xxxxxx

DATE OF INCIDENT(S): October 9, 2017 through December 31, 2017;
 March and May 2018

LOCATION: xxxxxx
 xxxxxx Wilshire Blvd.,
 Los Angeles, CA 90057

DATE MANAGEMENT NOTIFIED: March 26, May 7, and July 25, 2018

DATE HUMAN RESOURCES OPENED: May 7, 2018

PRIMARY INVESTIGATOR: Alan Kaatz
 Manager – Workplace Investigations
 RJN Investigations, Inc.

DATE INVESTIGATION INITIATED: June 15, 2018

INVOLVED CODES AND POLICIES:

The involved XXXXX Code and Policy section at issue in this investigation includes:

- Manual of Policy and Procedure – Section 108:16. – Fair Practices

SCOPE OF INVESTIGATION

At the request of xxxxx (Risk Manager), this investigation was initiated on June 15, 2018. Ms. xxxxx provided the background of the assignment / allegations via email to Senior Investigator Kaatz.

Ms. xxxxx alleged in an email dated March 26, 2018, she was subjected to inappropriate conduct and false accusations by Ms. xxxxx. Ms. xxxxx indicated Mr. xxxxx was also named as a Subject of Investigation in the complaint because he was included in the email communication from Ms. Xxxxx (former Director of Human Resources).

Ms. xxxxx also alleged in an email dated May 7, 2018, she was subjected to harassment and inappropriate conduct by Ms. xxxxx. Ms. xxxxx indicated she believed she was being “interrogated” and required to “discuss my medical condition in front of other employees” during the interactive process for a reasonable accommodation she requested.

In addition, Ms. xxxxx alleged in a Charge of Discrimination filed with the Equal Employment Opportunity Commission on July 25, 2018, she was subjected to discrimination on the basis of a disability and age by Ms. xxxxx.

During the course of this investigation, Senior Investigator Kaatz performed an administrative interview with Ms. xxxxx on July 11, 2018. Interviews with Ms. xxxxx, Ms. xxxxx, and Mr. xxxxx were performed on August 23, 2018. Additionally, Ms. Myrna Hooper was identified as a witness and was interviewed on September 12, 2018.

Senior Investigator Kaatz made several inquiries with Ms. xxxxx to determine when an interview with the complaining party, Ms. xxxxx, would be conducted. However, we were ultimately informed by Ms. xxxxx on September 12, 2018, Ms. xxxxx declined to participate in the administrative investigation and thus would not be providing a statement.

Therefore, Senior Investigator Kaatz advised Ms. xxxxx that would complete our investigation and provide findings that were related solely to the issues presented in Ms. xxxxx’s written complaints (i.e. emails and Charge of Discrimination).

In addition, the investigation consisted of reviews of a number of applicable documents relative to the allegations, provided by the involved parties and Human Resources Department. The documents included:

- Email entitled “Issues and Concerns” from Ms. xxxxx to Ms. xxxxx, March 26, 2018
- Email from Ms. Xxxxx in response to Ms. xxxxx’s email entitled “Issues and Concerns,” which included Mr. xxxxx

- Email entitled "Reasonable Accommodation" from Ms. xxxxx to Ms. xxxxx, May 7, 2018
- Charge of Discrimination filed by Ms. xxxxx with Equal Employment Opportunity Commission and California Department of Fair Employment and Housing, July 25, 2018
- Email and training documentation provided by Ms. xxxxx
- Emails between Ms. xxxxx and Ms. xxxxx; provided by Ms. xxxxx
- Interactive Process Meeting (IPM) documentation provided by Ms. xxxxx
- Emails and documentation provided by Ms. xxxxx
- XXXXX Manual of Policy and Procedure – Section 108:16. – Fair Practices

BACKGROUND:

Complaining Party xxxxx:

As discussed above, Ms. xxxxx declined to participate in this administrative investigation. Based on the information provided in her complaint, Ms. xxxxx began her employment with xxxxx on or about November 4, 2002.

Ms. xxxxx holds the position of xxxxx and currently reports under the direct supervision of Ms. xxxxx. Prior to reporting to Ms. xxxxx, Ms. xxxxx reported to Assistant Manager, Ms. xxxxx, for approximately eight years. Ms. xxxxx is assigned to XXXXX's Headquarters facility.

A review of Ms. xxxxx's personnel file was not performed during the course of this investigation.

Subject of Investigation xxxxx:

Ms. xxxxx (Female/African-American/51) began her employment with xxxxx in 1997. She currently holds the position of Assistant Manager. Ms. xxxxx has been in her current position for approximately 13 years. Her direct manager is Ms. XXXXX and she has reported to Ms. xxxxx for approximately three years. Ms. xxxxx is assigned to xxxxx's Headquarters facility.

Ms. xxxxx stated she has not received a formal Performance Evaluation since approximately 2009.

A review of Ms. xxxxx's personnel file was not performed during the course of this investigation. However, Ms. xxxxx denied any history of formal warning or reprimands during her employment with XXXXX.

Ms. xxxxx stated Ms. xxxxx holds the position of Advisor and falls under her direct supervision. She explained Ms. xxxxx has reported to since March 5, 2018. Prior to this, Ms. xxxxx said Ms. xxxxx reported to Ms. xxxxx.

Ms. xxxxx stated she only knows Ms. xxxxx through their mutual employment with xxxxx. She said she does not interact or socialize with Ms. xxxxx outside of work or on any type of personal basis. Additionally, Ms. xxxxx stated she has never had any previous difficulties or concerns with Ms. xxxxx. She said she "likes all" of her staff and maintains an "open door" policy, so her staff can approach her with any issues.

Ms. xxxxxx stated she has never been involved in any previous complaints of this nature or resulting administrative investigations.

Subject of Investigation xxxxx:

Ms. xxxxxx (Female/Hispanic) began her employment with xxxxxx in 2010. She currently holds the position of Human Resources Analyst II. Ms. xxxxxx has been in her current position and under the direct supervision of Ms. xxxxxx (Risk Manager) for approximately four years. Ms. xxxxxx is assigned to XXXXX's Headquarters facility.

Ms. xxxxxx stated her most recent Performance Evaluation was conducted by Ms. xxxxxx in July 2018. She said the overall rating of her performance was "very good."

A review of Ms. xxxxxx's personnel file was not performed during the course of this investigation. However, Ms. xxxxxx denied any history of formal warnings or reprimands during her employment with XXXXX.

Ms. xxxxxx stated she only knows Ms. xxxxxx through their mutual employment with xxxxxx. She indicated she does not interact or socialize with Ms. xxxxxx outside of work or on any type of personal basis. Furthermore, Ms. xxxxxx explained she first met Ms. xxxxxx in approximately four years ago when she (Ms. xxxxxx) started in her current assignment.

Ms. xxxxxx stated she has never been involved in any previous complaints of this nature or resulting administrative investigations. Additionally, she indicated she has never had any negative interactions or altercations related to Ms. xxxxxx.

Subject of Investigation Xxxxx:

Ms. xxxxxx (Female/Caucasian/55) began her employment with xxxxxx on August 10, 1998. She stated she holds the position of Manager IV. She stated she has been in this position for approximately eight years. Ms. xxxxxx indicated her direct manager is Mr. xxxxxx. She has reported to Mr. xxxxxx for approximately three years. Ms. xxxxxx is assigned to xxxxxx's Headquarters facility.

Ms. xxxxxx stated she was not aware of exactly how long Ms. xxxxxx has been employed with xxxxxx. She indicated to the best of her recollection she first met Ms. xxxxxx in approximately November 2014. Ms. xxxxxx said Ms. xxxxxx currently holds the position of xxxxxx and reports under the direct supervision of Ms. xxxxxx. Prior to reporting to Ms. xxxxxx, Ms. xxxxxx explained that Ms. xxxxxx reported to Assistant Manager, Ms. xxxxxx, for several years.

A review of Ms. xxxxxx's personnel file was not performed during the course of this investigation. However, Ms. xxxxxx denied any history of formal warnings/reprimands during the course of her employment.

Ms. xxxxxx stated she only knows Ms. xxxxxx through their employment with xxxxxx. She explained she does not interact or socialize with Ms. xxxxxx outside of work. Ms. xxxxxx further explained she has maintained a professional working relationship with Ms. xxxxxx throughout the

time they have worked together. Additionally, Ms. xxxxx emphasized she “rarely talked to xxxxx (Ms. xxxxx)” and has minimal direct interaction with her. She stated Ms. xxxxx’s primary communication with her direct manager, Ms. xxxxx per the chain of command.

Ms. xxxxx stated she has had previous complaints filed against her by additional staff members. She explained a separate investigation related to a complaint against her for allegations of harassment and hostile work environment had been conducted a couple of months prior to this investigation. However, Ms. xxxxx stated she was not aware of any allegations against her being substantiated.

Subject of Investigation xxxxx:

Mr. xxxxx (Male/Caucasian) has been employed by the xxxxx organization for approximately 17 years. Mr. xxxxx holds the position of Assistant Director. He has been in this position for approximately three years. Mr. xxxxx explained he reports to Mr. Section 8, Director. Mr. xxxxx is assigned to xxxxx’s Headquarters facility.

Mr. xxxxx stated Ms. xxxxx is not directly under his supervision. However, he indicated she falls under his chain of command. Mr. xxxxx explained Ms. xxxxx reports to Ms. xxxxx, who is two levels below him in the chain of command. He explained Ms. xxxxx reports to Ms. Xxxxx.

A review of Mr. xxxxx’s personnel file was not performed during the course of this investigation. However, Mr. xxxxx denied any history of formal warnings/reprimands during the course of his employment.

Mr. xxxxx indicated he only knows Ms. xxxxx through their employment with xxxxx. He does not interact or socialize with Ms. xxxxx outside of work. Mr. xxxxx further explained he has maintained a professional working relationship with Ms. xxxxx, both before and after this complaint being filed. However, Mr. xxxxx stated he “very rarely” has any contact or communication with Ms. xxxxx. He indicated his primary interaction with Ms. xxxxx would be exchanging pleasantries in the event they cross paths in the office.

Mr. xxxxx has been involved in several prior administrative investigations. However, he indicated he was not aware of any allegations against him being substantiated.

SPECIFIC ALLEGATIONS:

- 1) In an email dated March 26, 2018, Ms. xxxxx alleged she was subjected to inappropriate conduct by Ms. xxxxx. Ms. xxxxx stated in the email that “it’s well known you do not want me in your unit and Lula has been trying to get rid of me...I deserve to be treated fairly.”

Additionally, Ms. xxxxx alleged in the aforementioned email that “you accused me of hiding documents in my locked drawers...” She stated this accusation was not accurate and she was “not hiding anything.”

- 2) In an email dated May 7, 2018, Ms. xxxxx alleged she was subjected to harassment and HIPAA violations by Ms. xxxxx. Ms. xxxxx stated in the email that “I don’t understand

why I must go through an interrogation every few months when, as I stated in the first meeting, my condition is not expected to improve and it's progressively getting worse. I am asked the same questions at each meeting and my responses are the same. I don't understand why I need to discuss my medical condition in front of other employees. What about my HIPAA rights? This type of interrogation is intimidating, a form of harassment and is causing me undue stress..."

- 3) In a Charge of Discrimination filed on July 25, 2018 with the Equal Employment Opportunity Commission and California Department of Fair Employment and Housing, Ms. xxxxx alleged:

I. "I was hired on or about November 4, 2002, and my current position is Advisor. From on or about October 9, 2017 to on or about December 31, 2017, I was subjected to different terms and conditions of employment by Xxxxx (Manager). The different terms and conditions of employment included, but were not limited to, not being allowed to change my start time to 7:30am; having my caseload given to another employee leaving me with no work to perform; being accused of stealing an office key; being accused of not being at work; and submitting disability retirement applications to a retirement agency without my consent. On or about November 7, 2017, I requested a reasonable accommodation to Xxxxx and my request was denied.

II. No reason was given for the different terms and conditions of employment. The reason Xxxxx gave me for the denied accommodation was due to attendance issues.

III. I believe I was discriminated against because of my disability in violation of the Americans with Disabilities Act of 1990, as amended, and discriminated against because of my age (66) in violation of the Age Discrimination in Employment Act of 1967, as amended."

INVESTIGATIVE STATEMENTS:

- 1) In an email dated March 26, 2018, Ms. xxxxx alleged she was subjected to inappropriate conduct by Ms. xxxxx. Ms. xxxxx stated in the email that "it's well known you do not want me in your unit and Lula has been trying to get rid of me... I deserve to be treated fairly."

Additionally, Ms. xxxxx alleged in the aforementioned email that "you accused me of hiding documents in my locked drawers..." She stated this accusation was not accurate and she was "not hiding anything."

Complaining Party xxxxx

As discussed above, Ms. xxxxx declined to participate in this administrative investigation. Therefore, Senior Investigator Kaatz was unable to secure any additional details pertaining to the allegations reported in Ms. xxxxx's email complaint dated March 26, 2018.

Subject of Investigation xxxxx

Ms. xxxxx was interviewed in-person by Senior Investigator Kaatz of RJN Investigations on July 11, 2018. The interview was conducted in a private conference room located within the Human Resources Department at XXXXX's Headquarters. Present during the interview was Ms. xxxxx's representative, Ms. Billye Fairley (President).

Ms. xxxxx was extremely cordial and cooperative during the course of the investigative interview. Following the interview, Ms. xxxxx provided additional information to Senior Investigator Kaatz via email (see Exhibit A below).

As far as her initial response to Ms. xxxxx's complaint, Ms. xxxxx stated she was rather "unhappy" to learn of the allegations. She indicated she had never treated Ms. xxxxx unprofessionally or unfairly at any time. Additionally, Ms. xxxxx explained that Ms. xxxxx had only reported to her for a couple of weeks at the time when Ms. xxxxx sent the email on March 26, 2018, alleging the misconduct.

Ms. xxxxx adamantly denied ever subjecting Ms. xxxxx to any type of inappropriate or unprofessional conduct. She also stated she has never made any comments or taken any action to suggest she did not want Ms. xxxxx in her unit. Ms. xxxxx provided the following written statement (see Exhibit A also) in reference to Ms. xxxxx being assigned to her unit in March 2018:

"Ms. xxxxx came to the Shelter Plus Care unit on March 5, 2018. It is a practice of mine, to always meet with all new staff to go over the program policies and procedures, give them an overview of what the program is and entails. When I made that request to Ms. xxxxx, she asked for union representation when she assumed that the department manager Xxxxx, would be present. I advised her that it was not oral counseling or any other form of disciplinary action but just meeting to tell her what the program is all about because it is much different than that of the other program and or guidelines to which she was accustomed. When the union representative came in, I advised her this has nothing to do with disciplinary action and therefore I did not allow or was it necessary for a union representative to attend the training session. At the end of the training session, I provided her with a written overview of our discussion of the training and advised her that I am available for any questions she may have regarding the program policies and procedures. She is still in the learning process and I continue to be available to her and continue to advise her accordingly. I advised Ms. xxxxx that we work as a team. While she looked at it as training from other staff, I see it as backing each other up as needed. If one person is out the office, another staff will assist with whatever it is that the participant needs. Even when all staff are present, we assist each other as a team. If one person has a question or need assistance, we work as a team and that is exactly what Ms. xxxxx what I advised her."

In relation to Ms. xxxxx's allegation of being accused of "hiding documents," Ms. xxxxx provided the following written statement (see Exhibit A also) disputing the allegation:

"I cannot recall the specific date, but I do recall the conversation between Ms. xxxxx and I regarding the locked drawer."

All staff has access to a key that opens the drawers attached to the desk and the above head cabinets. Most staff store XXXXX owned supplies including files and tenant documents in the drawers. They also store their personal items in a locked drawer, while at work or while stepping away from their desk.

On the day in question, Ms. xxxxx was out of the office and we were looking for documents that a participant provided to Ms. xxxxx. The backup advisors, clerical staff, and I looked over the entire desk and could not locate the paperwork needed to assist the participant. The only other place that we could look was in the drawers. The drawers were locked and therefore, we were unable to open them to continue looking for the documents needed to assist the program participant. Upon her return, I advised her on what emerged and advised her that I could not open the drawers to look for the missing items. I advised her that the drawers should always remain open so that we can locate documents as needed. At that point Ms. xxxxx told me she did not appreciate me accusing her of hiding items. I advised her that I did not and was not accusing her of hiding items. I told her that I merely stated that if there are tenant documents in the drawers, she should leave them open so that in the event they were needed, the xxxxx staff and I, had access to assist the paper work in order to assist the clients as needed. I was then advised my Ms. xxxxx that all items were on top of her desk and she did not leave any documents in the drawers. She apologized for misunderstanding what I stated."

Ms. xxxxx stated Ms. xxxxx's allegations of mistreatment and/or hostile work environment were completely untrue and unfounded. She explained she treats all of her staff members fairly and in accordance with xxxxx policies.

(Refer to Audio – xxxxx – 8-23-18, AK, xxxxx)

Subject of Investigation xxxxx

Ms. xxxxx was interviewed in-person by Senior Investigator Kaatz of RJN Investigations on August 23, 2018. The interview was conducted in a private conference room located within the Human Resources Department at xxxxx's Headquarters. Ms. xxxxx was extremely cordial and cooperative during the course of the investigative interview. However, she explained during her statement she "very rarely talked" or had any communication with Ms. xxxxx.

Ms. xxxxx explained that Ms. xxxxx has had

Ms. xxxxx stated her only knowledge of this complaint by Ms. xxxxx was that Ms. xxxxx had forwarded her Ms. xxxxx's email dated March 28, 2018. She explained she was not aware of any additional details and had no further involvement. Additionally, Ms. xxxxx stated she was not aware of any background information related to the complaints reported by Ms. xxxxx in her email.

Ms. xxxxx said she was not aware of any Ms. xxxxx subjecting Ms. xxxxx to any type of unprofessional conduct or mistreatment. She also indicated she was not aware of Ms. xxxxx accusing Ms. xxxxx of any hiding documents or anything related to that allegation.

(Refer to Audio – Xxxxx – 8-23-18, AK, xxxxx)

Subject of Investigation xxxxx

Mr. xxxxx was interviewed in-person by Senior Investigator Kaatz of RJN Investigations on August 23, 2018. The interview was conducted in a private conference room located within the Human Resources Department at xxxxx's Headquarters. Mr. xxxxx was extremely cordial and cooperative during the course of the investigative interview. However, he emphasized during his statement that he "rarely" had any communication with Ms. xxxxx and thus had no knowledge of her allegation or any circumstances surrounding the complaints.

In terms of Ms. xxxxx's email dated March 26, 2018, Mr. xxxxx stated he did not recall being forwarded the email by Ms. Xxxxx. Additionally, he explained he had no recollection of ever speaking to Ms. xxxxx or any other staff members regarding any concerns related to Ms. xxxxx.

Mr. xxxxx indicated he never had any communication with Ms. xxxxx in regards to any alleged mistreatment or misconduct being directed to her. Therefore, Mr. xxxxx emphasized he had no knowledge of Ms. xxxxx's complaints against Ms. xxxxx and could not offer any type of response. However, he was not aware of any prior complaints of misconduct against Ms. xxxxx and knew her to be a well-respected staff member.

(Refer to Audio – xxxxx – 8-23-18, AK, xxxxx)

- 2) In an email dated May 7, 2018, Ms. xxxxx alleged she was subjected to harassment and HIPAA violations by Ms. xxxxx. Ms. xxxxx stated in the email that "I don't understand why I must go through an interrogation every few months when, as I stated in the first meeting, my condition is not expected to improve and it's progressively getting worse. I am asked the same questions at each meeting and my responses are the same. I don't understand why I need to discuss my medical condition in front of other employees. What about my HIPAA rights? This type of interrogation is intimidating, a form of harassment and is causing me undue stress..."

Complaining Party xxxxx

As discussed above, Ms. xxxxx declined to participate in this administrative investigation. Therefore, Senior Investigator Kaatz was unable to secure any additional details pertaining to the allegations reported in Ms. xxxxx's email complaint dated May 7, 2018.

Subject of Investigation xxxxx

Ms. xxxxx was interviewed in-person by Senior Investigator Kaatz of RJN Investigations on July 11, 2018. The interview was conducted in a private conference room located within the Human Resources Department at xxxxx's Headquarters. Ms. xxxxx was extremely cordial and cooperative during the course of the investigative interview. Additionally, Ms. xxxxx provided numerous emails and IPM documents to Senior Investigator Kaatz.

As far as her initial response to Ms. xxxxx's complaint, Ms. xxxxx stated she was rather "surprised" to learn of the allegations. She explained that Ms. xxxxx had never expressed any concern or discontent related to the IPM's. Additionally, Ms. xxxxx emphasized she had maintained a cordial and professional relationship with Ms. xxxxx throughout the accommodation process.

Prior to receiving the email from Ms. xxxxx on May 7, 2018, Ms. xxxxx stated that Ms. xxxxx had never reported, or even mentioned, she believed she was being interrogated or subjected to any alleged harassment during the assessment of her request for a reasonable accommodation.

According to Ms. xxxxx, xxxxx is a formal documented process following a request for a reason accommodation. She explained that Ms. xxxxx's initial interaction discussion occurred on December 11, 2017 in the Human Resources Department conference room. Ms. xxxxx stated she and the following individuals attended the IPM: Ms. xxxxx, Ms. xxxxx (Ms. xxxxx's Union Representative), Ms. Xxxxx (Manager), Ms. xxxxx (Ms. xxxxx's direct supervisor) and Ms. Xxxxx (former Director of Human Resources).

Ms. xxxxx stated that Ms. xxxxx's reasonable accommodation request was granted. She said that Ms. xxxxx had provided a note from her treating physician advising it would be best for her scheduled shift to start at 7:30am, instead of her previous start time at 8:00am. Ms. xxxxx explained that Ms. xxxxx was unable to provide any explanation for why this change was needed. However, she said they agreed to grant the request for a period of 30 days, or until January 10, 2018.

Ms. xxxxx stated they agreed a follow-up interactive meeting would be conducted on January 8, 2018, in order to re-evaluate Ms. xxxxx's reasonable accommodation and address any changes requested by her treating physician. Ms. xxxxx said that Ms. xxxxx was "fine" with the outcome of the interactive discussion and did not voice any concerns whatsoever.

Following the abovementioned meeting, Ms. xxxxx stated she sent Ms. xxxxx a letter recapping the outcome of the meeting and included a copy of the "Reasonable Accommodation / Interactive Meeting Summary" form (see Exhibit C below). Ms. xxxxx emphasized that Ms. xxxxx did not voice any concern regarding the atmosphere of the meeting or she believed she was being interrogated. She indicated she was "very calm and sympathetic" with Ms. xxxxx during the interactive discussion.

Ms. xxxxx also stated that Ms. xxxxx never shared nor was she asked to share any details related to her medical condition. In fact, Ms. xxxxx explained that Ms. xxxxx was reminded several times during the meeting she did not need to provide any details that would potentially reveal her medical condition. She said that Ms. xxxxx provided Ms. xxxxx with examples of how to explain her situation without discussing or disclosing her condition.

According to Ms. xxxxx, the follow-up interactive discussion did not take place until February 1, 2018. She said this was due to availability of Ms. xxxxx and her Union Representative. Ms. xxxxx explained that all of the same parties attended this meeting and it was held in the same location.

Ms. xxxxx stated that Ms. xxxxx provided the same note from her physician, so there were no requested changes to the accommodation. Additionally, she said Ms. xxxxx was still unable to provide any explanation as to how the earlier start time assisted her. However, Ms. xxxxx explained they agreed to again grant her request "on a temporary basis for 60 days."

Ms. xxxxx stated that Ms. xxxxx was "very calm and thankful" during and after the interactive discussion on February 1, 2018. She again said that Ms. xxxxx was agreeable with the outcome of the interactive discussion and did not voice any concerns whatsoever.

Per meeting outcome of the on February 1, 2018, Ms. xxxxx stated she sent a follow-up email to Ms. xxxxx on May 1, 2018 (see Exhibit B below) in order to schedule another interactive discussion. She said this was part of the 60 day temporary accommodation agreed upon by Ms. xxxxx. Ms. xxxxx explained she did not receive a response from Ms. xxxxx, so she sent a subsequent request on May 3, 2018. She said that Ms. xxxxx responded saying she had accidentally deleted Ms. xxxxx's initial email on May 1, 2018. Ms. xxxxx emphasized that all of her communication with Ms. xxxxx has been both professional and cordial.

According to Ms. xxxxx, the next communication she received from Ms. xxxxx was the email on May 7, 2018 (see Exhibit B below) alleging she was being harassment and required to discuss her medical condition in front of other employees violating her "HIPAA rights."

Ms. xxxxx stated Ms. xxxxx was never asked or requested to provide any details related to her medical condition during any of the Interactive Process Meetings (IPMs). She said that in her response to Ms. xxxxx's email on May 7, 2018 (see Exhibit B) she advised Ms. xxxxx that "We did not discuss your medical condition during the interactive meeting; we did discuss your work restrictions/work limitation. However at no point did we request information that violates your HIPAA rights." Therefore, Ms. xxxxx stated that Ms. xxxxx's allegation related to her health information is completely untrue.

In terms of the IPMs, Ms. xxxxx stated the meetings were conducted in a professional and in a low stress atmosphere to make the process as easy on Ms. xxxxx as possible. She further emphasized that these meetings were in no way interrogatory in nature. She stated there is set template (see Exhibit B below) she follows in order to ensure that all of the needed information is gathered during the meeting. Ms. xxxxx reiterated Ms. xxxxx never expressed any concern regarding the atmosphere of the IPM's or she was uncomfortable

Furthermore, Ms. xxxxx explained that the follow-up IPMs were conducted at a frequency agreed upon by Ms. xxxxx. Based on the timeframe associated with the medical notes provided by Ms. xxxxx (see Exhibit C below), Ms. xxxxx stated that it was necessary to conduct the IPMs to re-evaluate the reasonable accommodation and address any update medical notes from Ms. xxxxx's treating physician. Ms. xxxxx emphasized she never violated xxxxx policy or Ms. xxxxx's HIPAA rights at any point during the interactive process.

(Refer to Audio – xxxxx – 7-11-18, AK, xxxxx)

Subject of Investigation xxxxx

Ms. xxxxx stated she was involved in the interactive discussions related to Ms. xxxxx's request for a reasonable accommodation. However, she indicated she had minimal involvement in the process or meetings. Ms. xxxxx explained that the Human Resources Department handles any type of request of this nature.

Ms. xxxxx stated the meetings were conducted in a professional and minimal stress manner to make the process as easy on Ms. xxxxx as possible. She stated from her perspective these meetings were in no way interrogatory in nature and Ms. xxxxx was never subjected to any type of harassment. Ms. xxxxx stated she was unable to recall all of the details related to the meetings. However, she said to her recollection Ms. xxxxx was never asked or requested to provide any details related to her medical condition during any of the Interactive Process Meetings (IPMs).

Ms. xxxxx provided some background information related to Ms. xxxxx. She explained Ms. xxxxx has been off work on several extended LOA's and also had issues related to absenteeism and tardiness (see Exhibit D below). Therefore, Ms. xxxxx stated there was some apprehension on the part of her and Ms. xxxxx (Ms. xxxxx's supervisor at the time) to adjust Ms. xxxxx's start time. She indicated Ms. xxxxx was frequently tardy for her scheduled start time at 8:00am, so there was obvious concern regarding her ability to arrive timely for a 7:30am scheduled start.

Witness xxxxx

Like Ms. xxxxx, Ms. xxxxx said she was involved in the interactive discussions related to Ms. xxxxx's request for a reasonable accommodation. However, she stated she had minimal involvement in the process or meetings. Ms. xxxxx indicated the Human Resources Department handled Ms. xxxxx's request for a reasonable accommodation.

Ms. xxxxx stated the meetings were conducted in a professional manner. She stated the meetings were in no way interrogatory in nature. Furthermore, Ms. xxxxx said she did not feel as though Ms. xxxxx was never subjected to any type of harassment. Ms. xxxxx indicated she was unable to recall all of the discussions that occurred during the meetings. However, she said to the best of her recollection Ms. xxxxx was never asked or requested to provide any details related to her medical condition during any of the Interactive Process Meetings (IPMs).

Like Ms. xxxxx, Ms. xxxxx stated Ms. xxxxx experienced "chronic" absenteeism and tardiness during the period of time she reported under her supervision (from 2010 through early 2018). Ms. xxxxx explained that Ms. xxxxx improved slightly with respect to being late for her scheduled shift. However, she stated that the chronic absenteeism continued throughout the duration of the eight years Ms. xxxxx was assigned to her unit.

(Refer to Audio – xxxxx – 9-12-18, AK, xxxxx)

3) In a Charge of Discrimination filed on July 25, 2018 with the Equal Employment Opportunity Commission and California Department of Fair Employment and Housing, Ms. xxxxx alleged:

I. "I was hired on or about November 4, 2002, and my current position is Advisor. From on or about October 9, 2017 to on or about December 31, 2017, I was subjected to different terms and conditions of employment by Xxxxx (Manager). The different terms and conditions of employment included, but were not limited to, not being allowed to change my start time to 7:30am; having my caseload given to another employee leaving me with no work to perform; being accused of stealing an office key; being accused of not being at work; and submitting disability retirement applications to a retirement agency without my consent. On or about November 7, 2017, I requested a reasonable accommodation to Xxxxx and my request was denied.

II. No reason was given for the different terms and conditions of employment. The reason Xxxxx gave me for the denied accommodation was due to attendance issues.

III. I believe I was discriminated against because of my disability in violation of the Americans with Disabilities Act of 1990, as amended, and discriminated against because of my age (66) in violation of the Age Discrimination in Employment Act of 1967, as amended."

Complaining Party xxxxx

As discussed above, Ms. xxxxx declined to participate in this administrative investigation. Therefore, Senior Investigator Kaatz was unable to secure any additional details from her pertaining to the allegations reported in Ms. xxxxx's Charge of Discrimination dated May 7, 2018.

In her charge of discrimination, Ms. xxxxx specifically alleged "From on or about October 9, 2017 to on or about December 31, 2017, I was subjected to different terms and conditions of employment by Xxxxx (Manager). The different terms and conditions of employment included, but were not limited to":

a) Not being allowed to change my start time to 7:30a

Subject of Investigation xxxxx

Ms. xxxxx indicated she did not become Ms. xxxxx's supervisor until March 8, 2018. Therefore, she explained she had limited interaction with Ms. xxxxx during the dates (October 9, 2017 through December 31, 2017) associated with her Charge of Discrimination. Ms. xxxxx stated that Ms. xxxxx reported to Ms. xxxxx during the timeframe listed in the complaint.

Ms. xxxxx stated Ms. xxxxx mentioned something to her in "late 2017" concerning Ms. xxxxx's request to change her scheduled start time. However, she said she was not aware of any details pertaining to the request and was not involved in the Interactive Process Meetings.

Subject of Investigation xxxxx

Ms. xxxxx stated to the best of her recollection, Ms. xxxxx initially requested a reasonable accommodation in approximately November 2014. She explained she would search for any emails related to this situation and would provide them to the investigator. According to Ms. xxxxx, Ms. xxxxx's request was to change her scheduled start time to 7:30am.

Ms. xxxxx explained due to attendance related concerns Ms. xxxxx's start time was changed back to 8:00am in approximately May 2017. She said she and Ms. xxxxx advised Ms. xxxxx of the change to her schedule. Ms. xxxxx stated Ms. xxxxx had advised her Ms. xxxxx was consistently late and rarely started work at 7:30am. Therefore, Ms. xxxxx indicated it was for the best interest of the department (and agency) to return Ms. xxxxx's start time to 8:00am.

Shortly after the change back to 8:00am in May 2017, Ms. xxxxx stated Ms. xxxxx presented a note from her physician requesting she her start time be returned to 7:30am. She indicated the accommodation was granted, despite Ms. xxxxx's inability to provide any "nexus" of the change in start time to any type of medical or personal issue(s). Ms. xxxxx stated Ms. xxxxx agreed for the reasonable accommodation to be reevaluated after a certain period of time. She said she was not able to recall the specific timeframe, but believed it to be 30 or 60 days after the onset of the change.

Ms. xxxxx stated Ms. xxxxx was subsequently off work on an extended Leave of Absence (LOA) until approximately October 2017. She explained the note from Ms. xxxxx's physician had expired during the time she was off work. Therefore, Ms. xxxxx mentioned Ms. xxxxx's start time was returned to 8:00am upon her return to work from the LOA.

According to Ms. xxxxx, Ms. xxxxx ultimately brought in an updated note from her physician in October/November 2017. At that point, Ms. xxxxx said the reasonable accommodation was reinstated for Ms. xxxxx to start her scheduled shift at 7:30am.

Ms. xxxxx emphasized she "never denied" Ms. xxxxx's request for a reasonable accommodation. She stated the only reason Ms. xxxxx's start time was changed back to 8:00am was due to her medical certification expiring. Furthermore, she said that Ms. xxxxx was never discriminated against due to age or any potential disability.

(Refer to Audio – XXXXX – 8-23-18, AK, XXXXX)

Subject of Investigation xxxxx

Mr. xxxxx stated he was not involved and had no knowledge of Ms. xxxxx's request to change her start time or receive any type of reasonable accommodation. He further explained he was/is not involved in the daily supervision or operations of the department. Mr. xxxxx said that Ms. xxxxx's department supervisor at the time (Ms. xxxxx) and manager (Ms. xxxxx) handle these types of concerns.

Witness xxxxx

Ms. xxxxx provided some background information she had supervised Ms. xxxxx for approximately eight (8) years. She said Ms. xxxxx was transferred from her unit at an unrecalled time in "early 2018." Ms. xxxxx explained she had inquired about the reason for the transfer and was informed it was to give Ms. xxxxx a "fresh start." Aside from this, Ms. xxxxx stated she was not privy to any additional details concerning Ms. xxxxx's reassignment.

According to Ms. xxxxx, she maintained a professional working relationship and "got along" with Ms. xxxxx. She denied any history of problems or difficulties between her and Ms. xxxxx. From a job performance/personnel standpoint, Ms. xxxxx stated Ms. xxxxx had issues related to "chronic absenteeism" throughout the duration of time she reported under her supervision. Additionally, Ms. xxxxx stated Ms. xxxxx was off work "numerous times" for some type of personal or medical leave. She said she was not aware of any details related to these Leaves of Absence (LOA).

Ms. xxxxx explained Ms. xxxxx had originally requested to change her start time at some point in 2016. She proved to be a rather poor historian of dates and was unable to recall the specific timeframe. However, Ms. xxxxx stated she approved Ms. xxxxx's request, which was "seasonal" and not a permanent change. She further said she did not believe there was an Interactive Process Meetings (IPM) related to this request in 2016.

Ms. xxxxx stated in 2017, Ms. xxxxx made a request for a reasonable accommodation to change her start time to 7:30am. She explained Human Resources actually handled the request and IPMs. However, Ms. xxxxx indicated it was her understanding Ms. xxxxx's reasonable accommodation was approved and was never denied (as Ms. xxxxx alleged).

According to Ms. xxxxx, Ms. xxxxx's reasonable accommodation related to her change in start time had time restrictions based on medical notes from her physician. She said it was her understanding that Ms. xxxxx's medical note expired while she was off work on one of her LOA's. Therefore, Ms. xxxxx stated when Ms. xxxxx returned to work the reasonable accommodation was no longer valid.

Ms. xxxxx stated that Human Resources went through the IPM procedure again and it was her understanding Ms. xxxxx's reasonable accommodation was subsequently granted. She emphasized that to her knowledge Ms. xxxxx's reasonable accommodation was never denied, as alleged by Ms. xxxxx. Therefore, Ms. xxxxx emphasized Ms. xxxxx was never discriminated against due to age or any potential disability. Ms. xxxxx also explained she was not aware of any specific disability affecting Ms. xxxxx. She said Ms. xxxxx utilized a cane to assist with her mobility, but she was uncertain if this was related to the disability Ms. xxxxx referred to in her Charge of Discrimination.

In terms of the allegation being specifically against Ms. Xxxxx, Ms. xxxxx stated Ms. xxxxx and Ms. xxxxx "didn't interact very much." She also explained she was not aware of Ms. xxxxx ever denying the reasonable accommodation. Furthermore, Ms. xxxxx stated she never observed nor was she aware of Ms. xxxxx discriminating against Ms. xxxxx or subjecting her to "different terms and conditions of employment" at any time.

(Refer to Audio – xxxxx – 9-12-18, AK, xxxxx)

b) Having my caseload given to another employee leaving me with no work to perform

Subject of Investigation xxxxx

Ms. xxxxx reiterated she was not Ms. xxxxx's supervisor at the time of this allegation. She further stated she was not involved and had no knowledge of Ms. xxxxx's caseload being redistributed.

Subject of Investigation xxxxx

Ms. xxxxx stated that Ms. xxxxx would be able to provide more specific information related to Ms. xxxxx's caseload being redistributed. However, she said that Ms. xxxxx had been off work on an extended LOA and had a "huge backload" that was well beyond XXXXX's policy. She further explained they were unsure when, or if, Ms. xxxxx would be off work again. Therefore, Ms. xxxxx indicated it was necessary for Ms. xxxxx to manage Ms. xxxxx's caseload.

Given they were unsure when Ms. xxxxx would return, Ms. xxxxx stated it was necessary for Ms. xxxxx to assign Ms. xxxxx's cases to other staff members to ensure her cases were not left unattended. Ms. xxxxx explained she was not directly involved in the case assignments, as they were handled by Ms. xxxxx. However, Ms. xxxxx emphasized that xxxxx has a duty to its clients to ensure their cases are not being neglected.

In addition, Ms. xxxxx stated that Ms. xxxxx was in fact assigned additional cases upon the return from her LOA. She said to her knowledge she was not assigned the same cases because they had been reassigned as detailed above. Ms. xxxxx explained that Ms. xxxxx was actually trying to assist Ms. xxxxx and was in no way subjecting her to any type of adverse treatment.

Ms. xxxxx further explained that Ms. xxxxx was never discriminated against due to age or any potential disability. She said the redistribution of Ms. xxxxx's caseload was strictly for the best interest of xxxxx and the clients they serve.

(Refer to Audio – Xxxxx – 8-23-18, AK, xxxxx)

Subject of Investigation xxxxx

Mr. xxxxx stated he was not involved and had no knowledge of Ms. xxxxx's caseload being distributed to other staff members. Again, he said he was not directly involved in the daily operations of the department.

Witness xxxxx

Ms. xxxxx stated that Ms. xxxxx had been off work on "numerous" LOA's. She was unable to recall the specific dates associated with Ms. xxxxx's LOA's. However, Ms. xxxxx explained that during the time Ms. xxxxx was on the various leaves a large "backlog" had developed with her cases.

In order to ensure cases were still being handled timely, Ms. xxxxxx stated that it was necessary for her to reassign Ms. xxxxxx's cases to another Advisor. She stated that XXXXX has a duty to its clients to ensure their cases are not being neglected. Ms. xxxxxx emphasized this had absolutely nothing to do with any type of discrimination towards Ms. xxxxxx and was directly related to ensuring the best interest of the xxxxxx.

Ms. xxxxxx stated when Ms. xxxxxx was in fact assigned additional cases upon the return from her LOA. She stated Ms. xxxxxx was directed "to assist on cases there were backlogged." Ms. xxxxxx said she was not assigned the same cases because they had been reassigned as detailed above. Ms. xxxxxx explained she was actually trying to assist Ms. xxxxxx and was in no way subjecting her to any type of adverse treatment or discriminatory actions. Therefore, Ms. xxxxxx emphasized that Ms. xxxxxx was never discriminated against due to age or any potential disability. She said the redistribution of Ms. xxxxxx's caseload was strictly for the best interest of xxxxxx and its clients.

(Refer to Audio – xxxxxx – 9-12-18, AK, xxxxxx)

c) Being accused of stealing an office key

Subject of Investigation xxxxx

Ms. xxxxxx stated she was aware of a situation (timeframe/date unknown) that occurred when Ms. xxxxxx was moved to a new workstation while she was off work for an extended leave of absence. She said it was her understanding that Ms. Xxxxxx and Ms. Myrna Hooper were attempting to locate the key for Ms. xxxxxx's old workstation. Ms. xxxxxx explained from her observations Ms. xxxxxx "seemed upset." However, she explained she did not have any additional information or involvement regarding the situation.

Subject of Investigation xxxxx

Ms. xxxxxx stated she recalled an incident that occurred in October 2017, related to Ms. xxxxxx's desk key. She said Ms. xxxxxx was off on an extended LOA until October 2017. Ms. xxxxxx explained Ms. xxxxxx's workstation was moved while she was off work and another employee (Monique) was now utilizing the desk where Ms. xxxxxx had been previously assigned.

Upon Ms. xxxxxx's return to work, Ms. xxxxxx stated she requested for Ms. xxxxxx to "ask" Ms. xxxxxx for the key to her "old desk" to provide it to Monique. Ms. xxxxxx said it was her understanding that Ms. xxxxxx advised Ms. xxxxxx she did not have the desk key. Therefore, Ms. xxxxxx said she requested for her Administrative Assistant to have the desks re-keyed.

Ms. xxxxxx emphasized she never even spoke directly with Ms. xxxxxx regarding the key. Additionally, she said that Ms. xxxxxx was "asked" about the key and was never "accused" of anything.

Ms. xxxxxx stated she subsequently received an email from Ms. xxxxxx in which she said Ms. xxxxxx indicated that Ms. xxxxxx had "accused" her of stealing the key. Ms. xxxxxx said she would attempt this email communication and provide to the investigator. Again, Ms. xxxxxx stated this

situation was not discriminatory in any manner and was in no way based on Ms. xxxxxx's age and/or disability.

Subject of Investigation xxxxx

Mr. xxxxxx stated he had absolutely no knowledge of any situation in which Ms. xxxxxx alleged she was accused of stealing any office keys or other xxxxxx equipment.

Witness xxxxx

Ms. xxxxxx explained that Ms. xxxxxx's desk had been reassigned during one of her aforementioned LOA's. Again, Ms. xxxxxx was not able to provide the specific date associated with Ms. xxxxxx's LOA or the reassignment of her desk. She said that the reassignment of the desk was a normal procedure because they are unable to hold the desk indefinitely while an employee is out on leave. Therefore, Ms. xxxxxx emphasized this was not the result of any type of adverse discriminatory action taken against Ms. xxxxxx.

Upon Ms. xxxxxx's return to work, Ms. xxxxxx stated Ms. xxxxxx "inquired about a key." Ms. xxxxxx said she did not have the desk key, as she could not recall Ms. xxxxxx leaving the key before she went on leave. Therefore, Ms. xxxxxx explained she instructed Ms. xxxxxx to speak with the Unit Clerk (Ms. xxxxxx) to receive the key. Ms. xxxxxx stated she initially thought the situation had been resolved. However, she said that Ms. xxxxxx subsequently approached her and said she still had not received the key.

According to Ms. xxxxxx, she went over to Ms. xxxxxx's desk and advised her that Ms. xxxxxx needed the key for the desk she had been assigned to when she returned from her leave. She explained that Ms. xxxxxx's desk was directly adjacent to Ms. Tapia's desk. Ms. xxxxxx stated that as she was walking away she overheard Ms. xxxxxx make the comment "she can have the key when she returns the old key to the old desk."

Ms. xxxxxx indicated she was "surprised" by Ms. xxxxxx's response. She said she asked Ms. xxxxxx about what she meant by her comment. Ms. xxxxxx stated that Ms. xxxxxx informed her that Ms. xxxxxx had never turned in the key to the desk she was assigned to prior to her LOA. She said she told Ms. xxxxxx that Ms. xxxxxx had never provided her with the key in question.

Ms. xxxxxx explained she was initially concerned she did something improperly by not collecting Ms. xxxxxx's desk key when she left on her LOA. However, Ms. xxxxxx stated that Ms. xxxxxx left on her leave rather unexpectedly and did not say anything to Ms. xxxxxx regarding the leave. She said it was approximately May/June 2017 when Ms. xxxxxx left on the LOA.

After speaking with Ms. xxxxxx, Ms. xxxxxx stated she spoke with Ms. xxxxxx and asked her if she had turned in the desk key before she left on her leave. She said she was not able to recall the specific details of this conversation, but that Ms. xxxxxx said she did not have the key any longer. Ms. xxxxxx said she also advised Ms. xxxxxx that "at this point I'm going to step out of this, if you need the key to the desk, get up and go make the request for the key." Ms. xxxxxx stated that all staff members are able to make a request for desk keys and it was not her responsibility to do so for Ms. xxxxxx.

According to Ms. xxxxx, she subsequently learned there was a "back and forth...that did not go well" between Ms. xxxxx and Ms. xxxxx regarding the desk key and the situation had "escalated." Ms. xxxxx stated she was not directly involved in the situation moving forward. However, she explained that Ms. xxxxx left her a voicemail message around the time of the desk key situation saying she was "upset what xxxxx said and I'm not coming (to work) today... she is accusing me of stealing the key."

Ms. xxxxx emphasized she was not privy to any conversation between Ms. xxxxx and Ms. xxxxx related to the desk key. She also stated she was not aware of Ms. xxxxx ever accusing Ms. xxxxx of "stealing" the key.

Ms. xxxxx explained she subsequently spoke with Ms. xxxxx regarding the situation. Again, she was not able to provide the date associated with this conversation. Ms. xxxxx said that Ms. xxxxx informed her that Ms. xxxxx "came over and was yelling at her (Ms. xxxxx)" and that Ms. xxxxx asked Ms. xxxxx to "step away." Ms. xxxxx indicated she was not present for any alleged verbal altercation and thus said she had no additional information to provide.

Ms. xxxxx stated it was her understanding that ultimately Ms. xxxxx received the desk key she requested. However, she said she had no additional involvement in the situation. Ms. xxxxx emphasized she never accused Ms. xxxxx of stealing the key. She reiterated she never heard Ms. xxxxx accuse Ms. xxxxx of stealing the desk key. Furthermore, Ms. xxxxx stated this situation was not discriminatory in any manner and was in no way based on Ms. xxxxx's age and/or disability.

(Refer to Audio – xxxxx – 9-12-18, AK, XXXXX)

d) Being accused of not being at work

Subject of Investigation xxxxx

Ms. xxxxx stated she was not aware and had no knowledge of any situation related to Ms. xxxxx being accused of missing or "not being at work."

Subject of Investigation xxxxx

Ms. xxxxx stated she was not aware of specifically what Ms. xxxxx was referring to in relation to her allegation of "being accused of not being at work." However, she said there was an incident approximately one month prior to our interview where she questioned Ms. xxxxx regarding the accuracy of Ms. xxxxx's time card (due to her having missed time). Ms. xxxxx stated she was not able to recall the specific dates or circumstances.

According to Ms. xxxxx, she frequently checks the time cards associated with "all" of the staff in the unit. She said it is her responsibility as the Manager to ensure staff and supervisors are correctly reporting their time. Therefore, Ms. xxxxx stated she never targeted Ms. xxxxx or subjected her to any type of scrutiny to her time card / attendance. She explained she applies xxxxx's rules and policies the same across all employees. Ms. xxxxx further explained that any concerns she voiced about Ms. xxxxx's timecard or attendance was based on policy and had absolutely nothing to do with Ms. xxxxx's age and/or disability.

Subject of Investigation xxxxx

Mr. xxxxx said he was not aware and had no knowledge of any situation related to Ms. xxxxx being accused of missing or "not being at work."

Witness xxxxx

Ms. xxxxx stated she was not aware of specifically what Ms. xxxxx was referring to in relation to her allegation of "being accused of not being at work." Therefore, she explained it was difficult to respond to this allegation without any details. However, she said there were times when Ms. xxxxx would audit the time cards of all of the department's staff members for accuracy.

According to Ms. xxxxx, the timing of how staff submits their timecards makes it possible for them to inadvertently include a day they had actually taken off work. She said it is Ms. xxxxx's responsibility as the Manager to ensure staff and supervisors are correctly reporting their time.

Ms. xxxxx stated that Ms. xxxxx would conduct these audits for all of the staff members. She said she was never aware of Ms. xxxxx targeting, or singling out, Ms. xxxxx for these audits. However, Ms. xxxxx advised that Ms. xxxxx missed a significant amount of work and this would have resulted in Ms. xxxxx having to verify her timecards more frequently. She further explained that any concerns related to Ms. xxxxx's timecard or attendance was based on policy and had absolutely nothing to do with Ms. xxxxx's age and/or disability.

e) Submitting disability retirement applications to a retirement agency without my consent

Subject of Investigation xxxxx

Ms. xxxxx stated she was not aware and had no knowledge of any situation related to retirement applications being submitted to any agencies without Ms. xxxxx's consent.

Subject of Investigation xxxxx

Ms. xxxxx explained she had no involvement with any details concerning Ms. xxxxx's retirement. Furthermore, she adamantly denied having the ability to access Ms. xxxxx's retirement or do anything involving Ms. xxxxx's retirement without her consent. However, Ms. xxxxx recalled a meeting she sat in on involving Ms. xxxxx and Ms. Xxxxx (former Human Resources Director). She explained she was unable to recall the timeframe of the aforementioned meeting with Ms. xxxxx and Ms. xxxxx. Ms. xxxxx said to the best of her recollection the meeting occurred in 2017, around the time of one of Ms. xxxxx's LOA's.

According to Ms. xxxxx, she recalled Ms. xxxxx mention something to Ms. xxxxx regarding disability and retirement if Ms. xxxxx "couldn't return to work." Ms. xxxxx stated she was not involved in this conversation and never discussed anything related to retirement with Ms. xxxxx. Therefore, Ms. xxxxx denied Ms. xxxxx's allegation she submitted any type of retirement

application without her consent. She said she was not able to comment for Ms. xxxxx or what, if any, she took on behalf of Ms. xxxxx.

(Refer to Audio – Xxxxx – 8-23-18, AK, XXXXX)

Subject of Investigation xxxxx

Mr. xxxxx stated he was not aware and had no knowledge of any situation related to retirement applications being submitted to any agencies without Ms. xxxxx's consent.

Witness xxxxx

Ms. xxxxx stated she had no involvement with any details concerning Ms. xxxxx's retirement. Furthermore, she adamantly denied having the ability to access Ms. xxxxx's retirement or doing anything involving Ms. xxxxx's retirement without her consent. Additionally, Ms. xxxxx emphasized she had no knowledge of what Ms. xxxxx was referring by this allegation.

INVOLVED PARTY(S) INTERVIEW ASSESSMENTS

CASE #: 06_15_18

xxxxx - Assessment

Ms. xxxxxx was interviewed in-person by Senior Investigator Kaatz of RJN Investigations on August 23, 2018. The interview was conducted in a private conference room located within the Human Resources Department at xxxxxx's Headquarters. Present during the interview was Ms. xxxxxx's representative, Ms. Billye Fairley (President – Council of Housing Professionals – Administration).

Ms. xxxxxx was extremely cordial and cooperative during the course of the investigative interview. She answered all questions posed to her directly, coherently and without hesitation. Furthermore, Ms. xxxxxx provided clear and consistent responses throughout the interview. Ms. xxxxxx did not provide any conflicting/contradictory information and thus gave no obvious indication se was being dishonest or intentionally misleading during the administrative interview.

xxxxx - Assessment

Ms. xxxxxx was interviewed in-person by Senior Investigator Kaatz of RJN Investigations on July 11, 2018. The interview was conducted in a private conference room located within the Human Resources Department at XXXXXX's Headquarters.

Ms. xxxxxx was extremely cordial and cooperative during the course of the investigative interview. She answered all questions posed to her directly, coherently and without hesitation. Furthermore, Ms. xxxxxx provided clear and consistent responses throughout the interview. Ms. xxxxxx did not provide any conflicting/contradictory information and thus gave no obvious indication se was being dishonest or intentionally misleading during the administrative interview.

xxxxx - Assessment

Ms. xxxxxx was interviewed in-person by Senior Investigator Kaatz of RJN Investigations on August 23, 2018. The interview was conducted in a private conference room located within the Human Resources Department at xxxxxx's Headquarters.

Ms. xxxxxx was extremely cordial and cooperative during the course of the investigative interview. She answered all questions posed to her directly, coherently and without hesitation. Furthermore, Ms. xxxxxx provided clear and consistent responses throughout the interview. Ms. xxxxxx did not provide any conflicting/contradictory information and thus gave no obvious indication se was being dishonest or intentionally misleading during the administrative interview.

xxxxx - Assessment

Mr. xxxxxx was interviewed in-person by Senior Investigator Kaatz of RJN Investigations on August 23, 2018. The interview was conducted in the private conference room located within

the Human Resources Department at xxxxx's Headquarters. Mr. xxxxx was extremely cordial and cooperative during the course of the investigative interview.

Mr. xxxxx answered all questions posed to him directly, coherently and without hesitation. Furthermore, he provided clear and consistent responses throughout the interview. Mr. xxxxx did not provide any conflicting/contradictory information and thus gave no obvious indication he was being dishonest or intentionally misleading during the administrative interview. As discussed above, Mr. xxxxx stated he had virtually no interaction with the complaining party and thus had no information concerning the complaints/allegations.

xxxxx - Assessment

Ms. xxxxx was interviewed in-person by Senior Investigator Kaatz of RJN Investigations on August 23, 2018. The interview was conducted in a private conference room located within the Human Resources Department at xxxxx's Headquarters.

Ms. xxxxx was extremely cordial and cooperative during the course of the investigative interview. She answered all questions posed to her directly, coherently and without hesitation. Furthermore, Ms. xxxxx provided clear and consistent responses throughout the interview. Ms. xxxxx did not provide any conflicting/contradictory information and thus gave no obvious indication she was being dishonest or intentionally misleading during the administrative interview.

INVESTIGATIVE FINDINGS

CASE #: 06_15_18

Administrative Process Disclaimer

The standards of proof and rules that govern administrative investigatory and disciplinary processes are different from those used in legal proceedings in courts of law. Consequently, no legal conclusions can or should be drawn from recommendations and/or decisions associated with this administrative process.

ALLEGATIONS/FINDINGS

Below are the specific allegations, followed by the findings:

Allegation #1

In an email dated March 26, 2018, Ms. xxxxx alleged she was subjected to inappropriate conduct by Ms. xxxxx. Ms. xxxxx stated in the email that "it's well known you do not want me in your unit and Lula has been trying to get rid of me... I deserve to be treated fairly."

Additionally, Ms. xxxxx alleged in the aforementioned email that "you accused me of hiding documents in my locked drawers..." She stated this accusation was not accurate and she was "not hiding anything."

Finding

Based on a preponderance of the evidence standard, this allegation is determined to be unsubstantiated. Ms. xxxxx's allegations of inappropriate conduct and accusations by Ms. xxxxx are not supported. This decision was based on the information gathered both in the investigative interviews and documentation provided by Ms. xxxxx. Furthermore, the assessment of Ms. xxxxx determined her to be credible and with minimal motive to falsify during her statement.

Allegation #2

In an email dated May 7, 2018, Ms. xxxxx alleged she was subjected to harassment and HIPAA violations by Ms. xxxxx. Ms. xxxxx stated in the email that "I don't understand why I must go through an interrogation every few months when, as I stated in the first meeting, my condition is not expected to improve and it's progressively getting worse. I am asked the same questions at each meeting and my responses are the same. I don't understand why I need to discuss my medical condition in front of other employees. What about my HIPAA rights? This type of interrogation is intimidating, a form of harassment and is causing me undue stress..."

Finding

Based on a preponderance of the evidence standard, this allegation is determined to be unsubstantiated. Ms. xxxxx's allegations of harassment and having her HIPAA rights violated

by Ms. xxxxx are not supported. This decision was based on the information gathered both in the investigative interviews and documentation provided by Ms. xxxxx. Furthermore, the assessment of Ms. xxxxx determined her to be credible and with minimal motive to falsify during her statement.

Allegation #3

In a Charge of Discrimination filed on July 25, 2018 with the Equal Employment Opportunity Commission and California Department of Fair Employment and Housing, Ms. xxxxx alleged:

I. "I was hired on or about November 4, 2002, and my current position is Advisor. From on or about October 9, 2017 to on or about December 31, 2017, I was subjected to different terms and conditions of employment by Xxxxx (Manager). The different terms and conditions of employment included, but were not limited to, not being allowed to change my start time to 7:30am; having my caseload given to another employee leaving me with no work to perform; being accused of stealing an office key; being accused of not being at work; and submitting disability retirement applications to a retirement agency without my consent. On or about November 7, 2017, I requested a reasonable accommodation to Xxxxx and my request was denied.

II. No reason was given for the different terms and conditions of employment. The reason Xxxxx gave me for the denied accommodation was due to attendance issues.

III. I believe I was discriminated against because of my disability in violation of the Americans with Disabilities Act of 1990, as amended, and discriminated against because of my age (66) in violation of the Age Discrimination in Employment Act of 1967, as amended."

Finding

Based on a preponderance of the evidence standard, this allegation is determined to be unsubstantiated. Ms. xxxxx's allegations of discrimination on the basis of age and disability by Ms. xxxxx are not supported. This decision was based on the information gathered both in the interviews with the involved parties and documentation provided by Ms. xxxxx. Furthermore, the assessment of the involved parties interviewed during this investigation determined them to be credible and with minimal motive to falsify during their respective statements.

AUDIO FILES
CASE #: 06_15_18

Investigator(s) Name: Alan Kaatz, Manager – Workplace Investigations

Total Number of Audio Files: 5

File Names:

Subject of Investigation(s)

Audio – xxxxx – 07-11-18, AK, xxxxx

Audio – xxxxx – 08-23-18, AK, xxxxx

Audio – xxxxx – 08-23-18, AK, xxxxx

Audio – xxxxx – 08-23-18, AK, X xxxxx

Witnesses

Audio – xxxxx – 09-12-18, AK, xxxxx

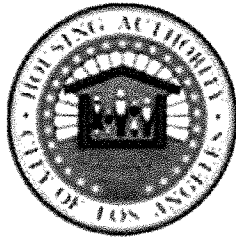
VII. Work Sample #2



CONFIDENTIAL

**DEPARTMENT OF HUMAN RESOURCES
ADMINISTRATIVE INVESTIGATION**

CASE #: xxxx_03_28_18



**DEPARTMENT OF HUMAN RESOURCES
ADMINISTRATIVE INVESTIGATION**

CASE #: xxxx 03_28_18

**PREPARED FOR:
xxxx DIRECTOR – LABOR & EMPLOYEE RELATIONS xxxx, RISK
MANAGER**

**PREPARED BY:
RJN INVESTIGATIONS, INC.
ALAN KAATZ, MANAGER – WORKPLACE INVESTIGATIONS**

**SUBMITTED: SEPTEMBER 3, 2018
AMENDED: SEPTEMBER 11, 2018**



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www.rjnimv.com

xxxx
Director – Labor & Employee Relations
xxxx Wilshire Blvd.
Los Angeles, CA 90057

September 3, 2018

RE: xxxx – Investigation of Claims Raised by All of the Staff Reporting to xxxx

Dear Ms. xxxx,

Pursuant to the contract between RJN Investigations, Inc. (or “RJN”) and the xxxx (or “xxxx”), RJN was tasked with the investigation of complaints reported by xxxx, xxxx, xxxx, xxxx, xxxx and xxxx against their manager, xxxx. All of the involved parties are employees of xxxx.

The complaining parties alleged they have been subjected to hostile work environment, bullying and retaliation by Ms. xxxx. All of the complaining parties alleged that Ms. xxxx fails to communicate effectively and treats them unprofessionally. Therefore, the scope of this investigation will be to address these allegations in conjunction with xxxx’s Personnel Rules Manual of Policy and Procedure (specifically: Section 108.1102 Special Obligations of Supervisory and Administrative Employees, Section 108.16. – Fair Practices; and Appendix 108.C. – Anti-Harassment Policy).

The purpose of RJN’s involvement in this matter is to conduct a good faith investigation that is prompt, impartial and thorough delivering reasonable conclusions. This administrative investigation and resulting conclusions/findings are based on a preponderance of evidence standard. Consequently, no legal conclusions can or should be drawn from recommendations and/or decisions associated with this administrative process.

Best Regards,

Alan Kaatz

Alan Kaatz, W.C.C.P., C.P.F.I.
Manager – Workplace Investigations

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- Exhibit E – Emails from Ms. xxxxx and her representative with attached documents (attachments included in separate file due to size)
- Exhibit F – Email from Mr. xxxxx to Ms. xxxxx (former Human Resources Director) regarding March 19, 2018 meeting concerns, March 28, 2018
- Exhibit G – xxxxx Manual of Policy and Procedure – Section 108:1102. – Special Obligations of Supervisory and Administrative Employees
- Exhibit H – xxxxx Manual of Policy and Procedure – Section 108:09. – Discipline
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- Audio Tracking Sheet
 - Complaining Party xxxxx
 - Complaining Party xxxxx
 - Complaining Party xxxxx
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 - Complaining Party xxxxx
 - Complaining Party xxxxx
 - Subject of Investigation xxxxx
 - Witness xxxxx
 - Witness xxxxx

LIST OF PERSONS INTERVIEWED

CASE # xxxx 3_28_18

CONFIDENTIAL PERSONNEL INFORMATION

	NAME	TITLE	RACE/ETHNICITY	AGE*	GENDER	DATE OF HIRE
1.	xxxx	xxxx	Asian	43	Male	1993
2.	xxxx	xxxx	Hispanic	49	Male	2007
3.	xxxx	xxxx	Asian	44	Male	1997
4.	xxxx	xxxx	Hispanic	46	Female	2013
5.	xxxx	xxxx	African-American	N/A	Female	1997
6.	xxxx	xxxx	Hispanic	N/A	Female	2010
7.	xxxx	xxxx	Hispanic	N/A	Female	2000
8.	xxxx	xxxx	Caucasian	N/A	Male	2001
9.	xxxx	xxxx	Caucasian	N/A	Female	1998
*No age related allegations						

SUMMARY CHART

CASE #: xxxx 03_28_18

DATE	EVENTS/ALLEGATIONS	WITNESS – SUPPORTING/DISPUTING INFORMATION
2007 through March 2018	<p>1. The complaining parties allege they were subjected to inappropriate conduct and a hostile work environment by their direct supervisor, Ms. xxxx. All of the complaining parties described six similar allegations of misconduct by Ms. xxxx, which they believed to be inappropriate and that subjected them to a hostile work environment. The specific allegations of misconduct by Ms. xxxx reported cumulatively by the complaining parties are that: a) Ms. xxxx discouraged/disallowed them from speaking with or asking for any type of assistance from their colleagues, b) Ms. xxxx lacked proper communication skills and would refrain from speaking with them for extended periods of time when upset with them, c) Ms. xxxx's unit meetings are only negative and offer no (or very minimal) positive feedback) they are intimidated and "fear" Ms. xxxx because she is "very harsh" and at times "rude," e) Ms. xxxx would retaliate against them by assigning extra work when she is unhappy with them, and f) Ms. xxxx delays approving/reviewing green card (time off) requests resulting in the lost vacation time.</p>	<p>SUPPORTING: As alleged by the complaining parties.</p> <p>DISPUTING: Ms. xxxx adamantly denied all of the allegations reported by the complaining parties. She manages all of her direct reports in a manner that is "fair," "consistent" and within xxxx's established policies.</p> <p>Ms. xxxx had never received any complaints from her direct reports prior to Mr. xxxx meeting with her staff on March 19, 2018. She explained that several of the employees who report to her have professional relationships with hiring ranking managers and thus there was no reason why they</p> <p>OTHER: None</p>
Unknown	<p>2. Mr. xxxx alleged he has asked Ms. xxxx for guidance/direction on several occasions she responded to him by saying "you should know by now." Additionally, Mr. xxxx alleged there was an incident where he was five minutes late for a Saturday shift and Ms. xxxx sent him home despite knowing he has a significant commute to work.</p> <p>In addition, Mr. xxxx alleged Ms. xxxx has "threatened him by saying she (Ms. xxxx) will go to HR if she feels that he has disobeyed or disrespected her in any kind of shape or form stating she has enough evidence to do so."</p>	<p>SUPPORTING: As alleged by Mr. xxxx. (Note - Mr. xxxx was unable to provide specific dates associated with any of the alleged incidents.)</p> <p>DISPUTING: Ms. xxxx adamantly denied Mr. xxxx's allegation regarding her telling him "you should know by now." She also never sent him home for being a few minutes late on a Saturday. However, Ms. xxxx mentioned there was a situation where Mr. xxxx did not have his xxxx identification and security initially did not want to allow him to enter.</p> <p>Ms. xxxx denied she ever threatened Mr. xxxx. However, she mentioned there was an incident in April 2017 when she was "very</p>

DATE	EVENTS/ALLEGATIONS	WITNESS – SUPPORTING/DISPUTING INFORMATION
		concerned” regarding Mr. xxxx’s attitude. Ms. xxxx stated that part of her concern was due to it being common knowledge that Mr. xxxx has a permit to carry a concealed weapon. Ms. xxxx indicated that Mr. xxxx carried the weapon while at work. (Note – Senior Investigator Kaatz was not advised of there being any current threat of potential workplace violence).
March 2016	3. Ms. xxxx reported prior mistreatment by Ms. xxxx to Ms. xxxx in March 2016. She also requested to transfer out Ms. xxxx’ s unit at that time, but Ms. xxxx convinced her to stay. Ms. xxxx alleged Ms. xxxx found about her request to transfer and subsequently retaliated against her by revoking a previously approved flex schedule to help with Ms. xxxx dropping off/picking up her children from childcare.	SUPPORTING: As alleged by Ms. xxxx. DISPUTING: Ms. xxxx adamantly denied Ms. xxxx’s allegation she retaliated against her. She said this was “absolutely not true.” Furthermore, Ms. xxxx indicated Ms. xxxx’s flex time was never revoked.
March 2016, April 2017, August 2017	4. Mr. xxxx stated on March 14, 2016 he requested for Mr. xxxx (senior member of the unit) to assist him with an event because Ms. xxxx was not going to be present. He alleged that Ms. xxxx subsequently reprimanded him saying it was “not permitted” for him to ask for Mr. xxxx’s assistance. Mr. xxxx stated he felt the reprimand was inappropriate and retaliatory. He said it was his understanding Mr. xxxx was also reprimanded due to this situation. Mr. xxxx stated he was issued a reprimand on April 22, 2017, because he allowed a Security Officer to assist with the sign-in sheet at an event. He alleged the reprimand was inappropriate and Ms. xxxx’s treatment towards him during the situation was unprofessional. Mr. xxxx stated he contacted his union representative on August 25, 2017, as he felt like Ms. xxxx was subjecting him to a “hostile work environment.” He alleged he was subsequently placed on a “work plan” on September 19, 2017, “with no explanation” and believed it was retaliatory.	SUPPORTING: As alleged by Mr. xxxx. DISPUTING: Ms. xxxx denied Mr. xxxx’s allegation that a “Confirmation of Oral Counseling” issued to him was inappropriate or retaliatory in nature. She explained the memorandum was issued due to policy/procedure violations demonstrated by Mr. xxxx. Ms. xxxx stated Mr. xxxx was specifically instructed to handle the sign-in sheet at the event. She also indicated Mr. xxxx “raised his voice” towards her and became rather insubordinate when she addressed the situation with him. Additionally, Ms. xxxx consulted with Human Resources regarding the reprimand and it was approved to be issued to Mr. xxxx. Therefore, she said she followed policy and did not do anything that was inappropriate/unprofessional. Ms. xxxx stated Mr. xxxx being placed on a Work Plan was directly related to issues concerning his job performance. She explained Mr. xxxx indicated he had been calling “hundreds” of clients related to job placements (his primary function). However, Ms. xxxx said her workstation is near Mr. xxxx’s and did not hear him making the calls. Therefore, she stated Mr. xxxx was not meeting the goals associated with his position and thus the Work Plan was necessary.

DATE	EVENTS/ALLEGATIONS	WITNESS – SUPPORTING/DISPUTING INFORMATION
Early 2016	5. Ms. xxxx stated shortly after she completed the probationary period for her position reporting to Ms. xxxx, she requested to return to her previous position due to Ms. xxxx's treatment of her. However, she said she was unable to return to her old position. Ms. xxxx alleged Ms. xxxx told her "you are more than welcome to leave" and that "if someone saw your sick/vacation hours used they wouldn't want you." Ms. xxxx stated Ms. xxxx's comments were hostile and inappropriate.	SUPPORTING: As alleged by Ms. xxxx. DISPUTING: Ms. xxxx denied Ms. xxxx's allegation and said she never made any such comments to her. She stated Ms. xxxx was reluctant to hire Ms. xxxx because of her attendance concerns and that it was her (Ms. xxxx) who decided to "take a chance on her (Ms. xxxx)." Additionally, Ms. xxxx explained Ms. xxxx never came to her to discuss the transfer.

INVESTIGATIVE SUMMARY

CASE #: xxxx 03_28_18

"Administrative Process Disclaimer"

The standards of proof and rules that govern administrative investigatory and disciplinary processes are different from those used in legal proceedings in courts of law. Consequently, no legal conclusions can or should be drawn from recommendations and/or decisions associated with this administrative process.

COMPLAINING PARTY(S): xxxxx
 xxxxx
 xxxxx
 xxxxx
 xxxxx

SUBJECT(S) OF INVESTIGATION: xxxxx

DATE OF INCIDENT(S): 2007 through March 2018

LOCATION: xxxxx 2600 Wilshire Blvd.,
 Los Angeles, CA 90057

DATE MANAGEMENT NOTIFIED: March 28, 2018

DATE HUMAN RESOURCES OPENED: March 28, 2018

PRIMARY INVESTIGATOR: Alan Kaatz
 Manager – Workplace Investigations
 RJN Investigations, Inc.

DATE INVESTIGATION INITIATED: March 28, 2018

INVOLVED CODES AND POLICIES:

The involved XXXX Code and Policy section at issue in this investigation includes:

- XXXX Manual of Policy and Procedure – Section 108:09. – Discipline
- XXXX Manual of Policy and Procedure – Section 108:1102. – Special Obligations of Supervisory and Administrative Employees
- XXXX Manual of Policy and Procedure – Section 108:16. – Fair Practices
- XXXX Manual of Policy and Procedure – Appendix 108:C. – Anti-Harassment Policy

SUMMARY OF INVESTIGATION

At the request of Ms. Caroline Chung (xxxx's former Human Resources Director), this investigation was initiated on March 28, 2018. During a brief meeting on March 28, 2018, Ms. Chung provided the background of the assignment / allegations to Senior Investigator Kaatz.

Investigator's Note: Ms. xxxx was also involved in a separate investigation in which she was the complaining party. That investigation was the result of a complaint reported by Ms. xxxx, in which she alleged she was subjected to harassment and hostile work environment by Ms. xxxx and Mr. xxxx. The Investigative Report was submitted on August 16, 2018 and the allegations were determined to be unsubstantiated.

Given the two complaints do not have any direct correlation, we are handling the investigations and resulting reports/findings separately. However, it is important to consider the timing of the complaint reported by Ms. xxxx. Ms. xxxx's complaint came immediately after she was informed of the complaints filed against her by her subordinate staff.

Senior Investigator Kaatz performed administrative interviews with the complaining parties on April 17, 2018 and May 2, 2018. We subsequently performed administrative interviews with the two witnesses, Mr. xxxx and Ms. xxxx, on April 19, 2018 and May 2, 2018, respectively. Ms. xxxx was initially interviewed on April 18, 2018 in relation to her complaint against her managers. However, she and her representative indicated they were not prepared to discuss the complaints associated with the allegations against Ms. xxxx at that time.

The interview with Ms. xxxx was subsequently scheduled for May 23, 2018. However, her representative (Mr. xxxx) was approximately one hour late. Therefore, this caused further delay with the investigation because we were forced to postpone the administrative interview for next available date on June 13, 2018.

During our meeting with Ms. xxxx and Mr. xxxx on June 13, 2018, they explained they had numerous documents to provide in relation to both investigations being performed. Therefore, Ms. xxxx and Mr. xxxx subsequently submitted numerous emails to Senior Investigator Kaatz from June 18 until July 3, 2018, containing hundreds of documents they believed to be pertinent to this matter. The emails are provided in Exhibit E below and the documents are contained in a separate file due to overall size of the file.

In addition to the aforementioned interviews, the investigation involved the review of a number of applicable documents provided by the involved parties and the Human Resources Department. The documents reviewed were:

- Documents Provided by Mr. xxxx
- Documents Provided by Mr. xxxx
- Documents Provided by Ms. xxxx
- Documents Provided by Ms. xxxx
- Emails from Ms. xxxx and her representative with attached documents (attachments included in separate file due to size)
- Email from Mr. xxxx to Ms. xxxx (former Human Resources Director) regarding March 19, 2018 meeting concerns, March 28, 2018
- xxxx Manual of Policy and Procedure – Section 108:1102. – Special Obligations of Supervisory and Administrative Employees
- xxxx Manual of Policy and Procedure – Section 108:09. – Discipline
- xxxx Manual of Policy and Procedure – Appendix 108:C Anti-Harassment Policy

ALLEGATION SUMMARY

The complaining parties alleged they were subjected to inappropriate conduct and a hostile work environment by their direct supervisor, Ms. xxxx. The complaining parties indicated that:

- a) Ms. xxxx discouraged/disallowed them from speaking with or asking for any type of assistance from their colleagues
- b) Ms. xxxx would refrain from speaking with them for extended periods of time when upset with them
- c) Ms. xxxx's unit meetings are only negative and offer no (or very minimal) positive feedback
- d) They are intimidated and "fear" Ms. xxxx because she is "very harsh" and at times "rude"
- e) Ms. xxxx would retaliate against them by assigning extra work when she is unhappy with them
- f) Ms. xxxx delays approving/reviewing green card (time off) requests resulting in the lost vacation time.

In addition, the complaining parties provided several specific incidents in which they allege they were subjected to inappropriate conduct and a hostile work environment by Ms. xxxx.

BACKGROUND:

Complaining Party xxxx:

Mr. xxxx (Male/Asian-American) began his employment with xxxx in 1993. He stated he currently holds the position of xxxx. Mr. xxxx said he has been in this position for approximately 12 years.

At the time of our interview, Mr. xxxx indicated he was still under the direct supervision of Ms. xxxx. Furthermore, Mr. xxxx stated he has been under the direct supervision of Ms. xxxx since approximately 2007.

Mr. xxxx stated his most recent performance evaluation was conducted by Ms. xxxx in August 2017. He indicated he could not recall the specific details associated with the evaluation, but said the overall rating of his performance was "fair."

A review of Mr. xxxx's personnel file was not performed during the course of this investigation. Mr. xxxx stated that Ms. xxxx has issued him numerous warnings/reprimands during the timeframe he has reported under her supervision. Additionally, he explained Ms. xxxx has counseled him "verbally" on numerous occasions.

Mr. xxxx explained he only knows Ms. xxxx through their mutual employment with xxxx. He stated he does not interact or socialize with Ms. xxxx outside of work or on any type of personal basis. Mr. xxxx further detailed he continues to maintain a professional working relationship with Ms. xxxx, despite this complaint.

Mr. xxxx stated he has never been involved in any previous complaints of this nature or resulting administrative investigations.

Complaining Party xxxx:

Mr. xxxx (Male/Hispanic) began his employment with xxxx in 2007. He stated he currently holds the position of xxxx. Mr. xxxx stated he has been in his current position since he was hired with xxxx. He said he has been under the direct supervision of Ms. xxxx since 2009. Mr. xxxx explained he previously reported to Ms. xxxx.

At the time of our interview, Mr. xxxx indicated he remains under the direct supervision of Ms. xxxx. Mr. xxxx further detailed he continues to maintain a professional working relationship with Ms. xxxx, despite this complaint.

Mr. xxxx's most recent performance evaluation was conducted by Ms. xxxx in October 2017. He could not recall the specific details associated with the evaluation, but indicated the overall rating of his performance was "meets expectations."

A review of Mr. Acosta's personnel file was not performed during the course of this investigation. Mr. xxxx stated that Ms. xxxx has issued him numerous "formal verbal" warnings/reprimands during the timeframe he has reported under her supervision.

Mr. xxxx indicated he only knows Ms. xxxx through their mutual employment with xxxx. He does not interact or socialize with Ms. xxxx outside of work or on any type of personal basis. Furthermore, Mr. xxxx stated he first met Ms. xxxx in 2009, when she became his direct supervisor.

Mr. xxxx stated he has never been involved in any previous complaints of this nature or resulting administrative investigations.

Complaining Party xxxxx:

Mr. xxxxx (Male/Asian-American) began his employment with xxxxx in 1997. He currently holds the position of xxxxx. Mr. xxxxx has been in his current position since February 2016. He has been under the direct supervision of Ms. xxxxx since the time he started in his current position. Mr. xxxxx explained he previously held the position of xxxxx.

At the time of our interview, Mr. xxxxx remains under the direct supervision of Ms. xxxxx. Mr. xxxxx further explained that he continues to maintain a professional working relationship with Ms. xxxxx, despite this complaint.

Mr. xxxxx stated his most recent performance evaluation was conducted in February 2018 by Ms. xxxxx. He could not recall the specific details associated with the evaluation, but said the overall rating of his performance was "good."

A review of Mr. xxxxx's personnel file was not performed during the course of this investigation. Mr. xxxxx stated Ms. xxxxx issued him a written reprimand in March 2016. He was still new in his position, so he requested for his colleague (Mr. xxxxx) to assist with a meeting when Ms. xxxxx was not present. Mr. xxxxx said Ms. xxxxx reprimanded him and said it was not permitted for him to make such a request from his colleague. He did not feel as though he did anything inappropriate, or in violation of policy, and believed the reprimand was without merit.

Mr. xxxxx stated that he only knows Ms. xxxxx through their mutual employment with xxxxx. He said he does not interact or socialize with Ms. xxxxx outside of work or on any type of personal basis.

Mr. xxxxx has never been involved in any previous complaints of this nature or resulting administrative investigations.

Complaining Party xxxxx:

Ms. xxxxx (Female/Hispanic) began her employment with xxxxx in November 2013. She currently holds the position of xxxxx. Ms. xxxxx has been in her current position since she was hired with xxxxx. She has been under the direct supervision of Ms. xxxxx since she (Ms. xxxxx) began her employment.

At the time of our interview, Ms. xxxxx remains under the direct supervision of Ms. xxxxx. Ms. xxxxx continues to maintain a professional working relationship with Ms. xxxxx, despite this complaint.

Ms. xxxxx stated her most recent performance evaluation was conducted by Ms. xxxxx in May 2017. She said the overall rating of her performance was "good." Ms. xxxxx explained her next evaluation was approaching and she was concerned about possible retaliation by Ms. xxxxx.

Senior Investigator Kaatz advised Ms. xxxxx that most likely her performance evaluation would be postponed while the investigation was in progress. We also instructed her to contact Human

Resources in the event she believed she was being subjected to any type of retaliation for reporting her complaint and/or participating in this administrative investigation.

A review of Ms. xxxx's personnel file was not performed during the course of this investigation. Ms. xxxx stated Ms. xxxx issued her a reprimand in 2016. Aside from that, she denied any additional warning or reprimands.

Ms. xxxx only knows Ms. xxxx through their mutual employment with xxxx. She does not interact or socialize with Ms. xxxx outside of work or on any type of personal basis. Furthermore, Ms. xxxx first met Ms. xxxx in 2013, when she became her direct supervisor.

Ms. xxxx has never been involved in any previous complaints of this nature or resulting administrative investigations.

Complaining Party xxxx:

Ms. xxxx (Female/African-American) began her employment with xxxx in March 1997. She currently holds the position of xxxx. Ms. xxxx has been in her current position since approximately October 2015. She has been under the direct supervision of Ms. xxxx since she was promoted to her current position. Ms. xxxx explained she previously held the position of Eligibility Interviewer for approximately three years.

At the time of our interview, Ms. xxxx remains under the direct supervision of Ms. xxxx. She continues to maintain a professional working relationship with Ms. xxxx, despite this complaint.

Ms. xxxx stated her most recent performance evaluation was conducted in October 2017, by Ms. xxxx. She said the overall rating of her performance was "satisfactory."

A review of Ms. xxxx's personnel file was not performed during the course of this investigation. Ms. xxxx denied any history of formal warnings or reprimands issued by Ms. xxxx, or prior supervisors.

Ms. xxxx only knows Ms. xxxx through their mutual employment with xxxx. She explained she does not interact with Ms. xxxx outside of work or on any type of personal basis. Furthermore, Ms. xxxx first met Ms. xxxx several years prior to when she began reporting under Ms. xxxx's supervision.

Ms. xxxx has never been involved in any previous complaints of this nature or resulting administrative investigations.

Complaining Party xxxx:

Ms. xxxx (Female/Hispanic) began her employment with xxxx in 2010. She currently holds the position of xxxx. Ms. xxxx has been in her current position for approximately 2 ½ years. She has been under the direct supervision of Ms. xxxx since she

was promoted to her current position. Ms. xxxx explained she previously held the positions of xxxx and xxxx.

At the time of our interview, Ms. xxxx remains under the direct supervision of Ms. xxxx. She explained despite this complaint, she continues to maintain a professional working relationship with Ms. xxxx.

Ms. xxxx stated her most recent performance evaluation was conducted in August 2017, by Ms. xxxx. The overall rating of her performance was "meets expectations."

A review of Ms. xxxx's personnel file was not performed during the course of this investigation. Ms. xxxx denied any history of formal warnings or reprimands issued by Ms. xxxx, or prior supervisors.

Ms. xxxx only knows Ms. xxxx through their mutual employment with xxxx. She does not interact with Ms. xxxx outside of work or on any type of personal basis. Additionally, Ms. xxxx first met Ms. xxxx when she began reporting under Ms. xxxx's supervision.

Ms. xxxx has never been involved in any previous complaints of this nature or resulting administrative investigations.

Subject of Investigation xxxx:

Ms. xxxx (Female/Hispanic) began her employment with xxxx in 2000. She currently holds the position of xxxx. Ms. xxxx has been in this position for approximately 11 years. She has six staff members who report directly to her. Additionally, Ms. xxxx explained she previously held the position of xxxx.

At the time of interview, Ms. xxxx was temporarily reporting to Ms. xxxx, xxxx. She stated this change was implemented due to the complaint she reported against her managers (Ms. xxxx and Mr. xxxx). Ms. xxxx explained she has reported to Ms. xxxx since approximately late 2014.

Investigator's Note: Senior Investigator Kaatz was subsequently advised Ms. xxxx returned to reporting to Ms. xxxx.

A review of Ms. xxxx's personnel file was not performed during the course of this investigation. However, Ms. xxxx denied any history of formal warnings/reprimands during the course of her employment. She explained Ms. xxxx discussed an "oral counseling" with her, but the reprimand was never actually issued to her. Ms. xxxx also has not had a formal performance evaluation in several years.

Ms. xxxx only knows all of the staff members who report under her supervision through their mutual employment with xxxx. She does not interact or have personal relationships with any of her direct reports. Ms. xxxx continues to maintain professional working relationships with all of her staff despite being notified of these against her and the pending investigation.

Prior to being notified of this complaint at the end of March or beginning of April 2018, Ms. xxxx had never been involved in any prior administrative investigations. She filed her own complaint against her managers (Ms. xxxx and Mr. xxxx) on April 6, 2018. Ms. xxxx further explained she has never been notified previously of any complaints related to her management style or treatment of subordinate employees.

SPECIFIC ALLEGATIONS:

- 1) The complaining parties allege they were subjected to inappropriate conduct and a hostile work environment by their direct supervisor, Ms. xxxx. All of the complaining parties described six similar allegations of misconduct by Ms. xxxx, which they believed to be inappropriate and that subjected them to a hostile work environment. The specific allegations of misconduct by Ms. xxxx reported cumulatively by the complaining parties are that:
 - a) Ms. xxxx discouraged/disallowed them from speaking with or asking for any type of assistance from their colleagues
 - b) Ms. xxxx would refrain from speaking with them for extended periods of time when upset with them
 - c) Ms. xxxx's unit meetings are only negative and offer no (or very minimal) positive feedback
 - d) They are intimidated and "fear" Ms. xxxx because she is "very harsh" and at times "rude"
 - e) Ms. xxxx would retaliate against them by assigning extra work when she is unhappy with them
 - f) Ms. xxxx delays approving/reviewing green card (time off) requests resulting in the lost vacation time.
- 2) Mr. xxxx alleged he has asked Ms. xxxx for guidance/direction on several occasions and she responded to him by saying "you should know by now." Additionally, Mr. xxxx alleged there was an incident where he was five minutes late for a Saturday shift and Ms. xxxx sent him home despite knowing he has a significant commute to work.

In addition, Mr. xxxx alleged Ms. xxxx has "threatened him by saying she (Ms. xxxx) will go to HR if she feels that he has disobeyed or disrespected her in any kind of shape or form stating she has enough evidence to do so."

- 3) Ms. xxxx reported prior mistreatment by Ms. xxxx to Ms. xxxx in March 2016. She also requested to transfer out Ms. xxxx's unit at that time, but Ms. xxxx convinced her to stay. Ms. xxxx alleged Ms. xxxx found about her request to transfer and subsequently retaliated against her by revoking a previously approved flex schedule to help with Ms. xxxx dropping off/picking up her children from childcare.
- 4) Mr. xxxx stated on March 14, 2016, he requested for Mr. xxxx (senior member of the unit) to assist him with an event because Ms. xxxx was not going to be present. He alleged Ms. xxxx subsequently reprimanded him saying it was "not permitted" for

Him to ask for Mr. xxxx's assistance. Mr. xxxx stated he felt the reprimand was inappropriate and retaliatory.

Mr. xxxx was issued a reprimand on April 22, 2017, because he allowed a Security Officer to assist with the sign-in sheet at an event. He alleged the reprimand was inappropriate and Ms. xxxx's treatment towards him during the situation was unprofessional.

Mr. xxxx stated he contacted his union representative on August 25, 2017, as he felt like Ms. xxxx was subjecting him to a "hostile work environment." He alleged he was subsequently placed on a "work plan" on September 19, 2017, "with no explanation" and believed it was retaliatory.

- 5) Ms. xxxx stated shortly after she completed the probationary period for her position reporting to Ms. xxxx, she requested to return to her previous position due to Ms. xxxx's treatment of her. However, she was unable to return to her old position. Ms. xxxx alleged Ms. xxxx told her "you are more than welcome to leave" and "if someone saw your sick/vacation hours used they wouldn't want you." Ms. xxxx stated Ms. xxxx's comments were hostile and inappropriate.

INVESTIGATIVE STATEMENTS:

- 1) The complaining parties allege they were subjected to inappropriate conduct and a hostile work environment by their direct supervisor, Ms. xxxx. All of the complaining parties described six similar allegations of misconduct by Ms. xxxx, which they believed to be inappropriate and that subjected them to a hostile work environment. The specific allegations of misconduct by Ms. xxxx reported cumulatively by the complaining parties are that:
 - a) Ms. xxxx discouraged/disallowed them from speaking with or asking for any type of assistance from their colleagues;
 - b) Ms. xxxx would refrain from speaking with them for extended periods of time when upset with them
 - c) Ms. xxxx's unit meetings are only negative and offer no (or very minimal) positive feedback
 - d) They are intimidated and "fear" Ms. xxxx because she is "very harsh" and at times "rude"
 - e) Ms. xxxx would retaliate against them by assigning extra work when she is unhappy with them
 - f) Ms. xxxx delays approving/reviewing green card (time off) requests resulting in the lost vacation time.

Complaining Party xxxx

Mr. xxxx was interviewed in-person by Senior Investigator Kaatz of RJN Investigations on April 17, 2018. The interview was conducted in a private conference room located within the Human Resources Department at xxxx Headquarters. Mr. xxxx was cordial and cooperative during

The course of the investigative interview. Also present for the interview was Mr. xxxx's representative (xxxx - xxxx).

Investigator's Note: Mr. xxxx was unable to cite many specific examples of the allegations he discussed in his statement. He indicated the majority of Ms. xxxx's inappropriate and unprofessional behavior was verbal and not documented in any type of formal manner.

After the interview, Mr. xxxx provided several documents to Senior Investigator Kaatz. These documents have been included below as Exhibit A in the Exhibits section and were reviewed during the investigation.

Mr. xxxx provided some background in that he has reported to Ms. xxxx since 2007. She became the Coordinator in 2007 and that "everything changed." Mr. xxxx explained Ms. xxxx has a management style that was strictly "my way or the highway." Furthermore, Ms. xxxx "doesn't appreciate staff."

Mr. xxxx did not believe Ms. xxxx "had any people skills." He further explained "she (Ms. xxxx) doesn't know how to talk to her staff," Mr. xxxx stated when asked for assistance, Ms. xxxx "puts you down" instead of providing assistance. He said when he would ask Ms. xxxx for direction, she would tell him he "should know that by now."

According to Mr. xxxx, he has been experiencing difficulties with Ms. xxxx since he started reporting to her. Mr. xxxx described Ms. xxxx as "controlling" and her staff members were/are "afraid" of her. Ms. xxxx has a "very negative attitude" towards the staff that reports to her.

Mr. xxxx stated t part of Ms. xxxx's controlling behavior is she does not allow staff to "work together." He also said Ms. xxxx does not allow him to assist his colleagues, despite the fact he is the most senior staff member in the unit. Mr. xxxx explained Ms. xxxx said she is "the only supervisor" and thus he should not provide instruction to any of the other staff members.

According to Mr. xxxx, his colleagues would frequently send him a question (related to work) via text message. He said they would do this to avoid any potential scrutiny from Ms. xxxx about them working together. Mr. xxxx stated there is no reason why they should not be able to consult with each other and work together. He said the staff is not doing anything to undermine Ms. xxxx, but rather working together in an effort to benefit xxxx and their clients.

Mr. xxxx explained there was an incident in approximately 2016, when his co-worker (Mr. xxxx) requested his assistance to explain a program to a client. He was subsequently issued a "Confirmation of Oral Counseling Meeting of 5/4/16" (see Exhibit A below) by Ms. xxxx. Mr. xxxx indicated Ms. xxxx accused him of acting as supervisor. However, he emphasized he was not acting as a supervisor and instead was simply trying to assist Mr. xxxx (who had requested his help).

In addition, Mr. xxxx said Ms. xxxx would utilize verbal reprimands to intimidate and control the staff members. He stated from his experience Ms. xxxx would issue Confirmation of Oral Counseling to employees (such as the one described above), but would not

provide a copy of the document and it was not provided to Human Resources. Aside from the counseling discussed above, Mr. xxxx was unable to provide any additional specific incidents associated with this allegation.

Mr. xxxx stated he went to the union in 2015, because he believed Ms. xxxx had done something inappropriate. He said it was minor issue, but Ms. xxxx made a big deal about it and made him feel really low. However, Mr. xxxx was unable to provide any specific details related to this situation.

Mr. xxxx requested to transfer out of Ms. xxxx unit approximately two years ago. However, the transfer was not granted because he was told he was an asset to the unit. Mr. xxxx stated he is an exempt employee and will often work additional hours because he is a dedicated employee. He has a two-hour commute to/from work and Ms. xxxx does not appreciate the extra effort he dedicates to his work.

Mr. xxxx described one incident where he was five minutes late to work a Saturday event. Mr. xxxx again reiterated he voluntarily went to the event to assist his unit and xxxx. Ms. xxxx instructed him to go home because he was late despite the fact she knows he has a long commute. Mr. xxxx was unable to provide the specific date when this incident occurred.

In addition, Mr. xxxx indicated Ms. xxxx has neglected, or delayed, to approve his time off requests on several occasions. It was his understanding she had done the same thing to other staff as well. Mr. xxxx explained her failure to approve the requests in a timely manner resulted in his "losing time." Again, Mr. xxxx was unable to provide specific dates associated with these incidents.

Mr. xxxx stated when Ms. xxxx was displeased with an employee she would retaliate by assigning additional work with "unrealistic" deadlines. However, Mr. xxxx was unable to provide specific incidents or details concerning this type of alleged retaliation. Additionally, Mr. xxxx stated one of Ms. xxxx's "tactics" was to intimidate staff members with possible termination. He said Ms. xxxx mentioned to him on several occasions she had "enough proof" to terminate him, if she chose to.

Mr. xxxx explained there has been a "pattern" of staff members requesting to transfer (or get out) of Ms. xxxx's unit due to her inappropriate and unprofessional conduct. He provided the names of several staff members who he said had prior issues with Ms. xxxx (see Exhibit A below). The names of these employees are: xxxx (failed probation), xxxx (failed probation), xxxx (resigned due to Ms. xxxx), xxxx (transferred), xxxx (transferred), xxxx (terminated), xxxx (failed probation), xxxx (transferred), xxxx (transferred one week), xxxx (forced to retire), xxxx (resigned). Mr. xxxx emphasized that all of the abovementioned staff were impacted due to Ms. xxxx's inappropriate conduct.

In terms of Ms. xxxx's communication with her staff, Mr. xxxx has "poor" communication skills and frequently "doesn't talk" to the employees. As of the time of interview (April 17, 2018), Mr. xxxx explained Ms. xxxx has not spoken with him since January 2, 2018. This lack of communication with him was Ms. xxxx's way to retaliate against him for providing information directly to Ms. xxxx. Mr. xxxx explained Ms. xxxx is Ms. xxxx's manager, so he technically falls under her supervision as well.

Mr. xxxx was unsure how a supervisor can effectively manage a unit when they are not speaking with certain staff members. Ms. xxxx will come to his desk and write down a request and hand it to him, instead of simply discussing the request with him.

According to Mr. xxxx, he neglected to previously report the adverse treatment by Ms. xxxx because he was "afraid to say anything." It was only after a meeting in March 2018, all of the staff who reports to Ms. xxxx expressed their concerns to Mr. xxxx (xxxx) regarding Ms. xxxx's alleged unprofessional conduct and hostile treatment of them. Mr. xxxx explained Mr. xxxx had observed some of the obvious discontent among the staff members and requested to speak with them with Ms. xxxx (or Ms. xxxx) present.

Mr. xxxx stated it was his understanding his colleague had also been "afraid" to report their concerns about Ms. xxxx previously due to possible retaliation. He said it was during the aforementioned discussion with Mr. xxxx that all of the staff felt empowered to voice their concerns about Ms. xxxx. Furthermore, Mr. xxxx indicated several of his colleagues had mentioned they were no longer able to tolerate Ms. xxxx's mistreatment and that led them to finally express their opinions.

Mr. xxxx stated Ms. xxxx mentioned in the meeting she "is not here to make friends." He explained he is fine with that mentality, as long as she treats everyone with respect. However, Mr. xxxx emphasized from his perspective Ms. xxxx failed to treat her staff with respect for numerous years.

Mr. xxxx provided the names of his colleagues who report to Ms. xxxx as: xxxx (xxxx), xxxx (xxxx), xxxx (xxxx), xxxx (xxxx) and xxxx (xxxx). His co-workers had all expressed similar complaints regarding Ms. xxxx's treatment of them and her management style.

Mr. xxxx was not aware of Ms. xxxx subjecting staff to any adverse treatment due to any protected classes (i.e. race, ethnicity, color, religion, etc.). If they did not specifically follow her direction they "were her enemy" and she would subject them to adverse treatment.

In terms of this complaint being reported, Mr. xxxx indicated he was present during a unit meeting that took place on March 19, 2018. In addition to the actual unit members, Ms. xxxx (Manager) and Mr. xxxx (Assistant Director) attended the meeting. After the meeting concluded, Mr. xxxx detailed how Mr. xxxx excused Ms. xxxx and Ms. xxxx saying he wanted to meet independently with the staff.

According to Mr. xxxx, Mr. xxxx informed them he noticed an obvious tension in the meeting. Therefore, he said Mr. xxxx mentioned he wanted to address any concerns. Mr. xxxx explained how it was at that time they all (Mr. xxxx, Mr. xxxx, Ms. xxxx and Ms. xxxx) voiced the serious concerns regarding Ms. xxxx's treatment of them and what they believed to be a hostile work environment she created. Mr. xxxx said it was his understanding that is what prompted this investigation.

(Refer to Audio – xxxx – 04-17-18, AK, XXXX)

Complaining Party xxxxx

Mr. xxxxx was interviewed in-person by Senior Investigator Kaatz of RJN Investigations on April 17, 2018. The interview was conducted in a private conference room located within the Human Resources Department at xxxxx's Headquarters. Mr. xxxxx was cordial and cooperative during the course of the investigative interview.

As mentioned above, Mr. xxxxx has been under Ms. xxxxx's direct supervision since 2009. During his time in the department, there had been relatively high turnover of approximately 7-10 employees. It was his understanding some of these employees transferred out of the department or left xxxxx due to Ms. xxxxx. However, he was unable to provide the names of specific staff members.

Mr. xxxxx described Ms. xxxxx as being "very short" and having an "attitude," when speaking with the staff members who report to her. It was his belief, Ms. xxxxx's unit has experienced a high turnover of employees because of the way she treats and speaks with the employees under her supervision. Due to her monotone speech, Mr. xxxxx explained it was often difficult to tell whether Ms. xxxxx was offering a compliment or critiquing an employee. Mr. xxxxx also indicated Ms. xxxxx's demeanor would be considered to be disrespectful and unappreciative.

According to Mr. xxxxx, Ms. xxxxx has very limited/minimal verbal interaction with her staff. He explained Ms. xxxxx typically works on her computer and rarely gets up from her computer to speak with the staff. Mr. xxxxx advised Ms. xxxxx on several occasions she needs to communicate with him more in order to ensure they meet the unit's objectives. However, Ms. xxxxx has ignored his requests for more open communication and has not changed the way she runs the unit.

Mr. xxxxx has not requested to transfer out of the Ms. xxxxx's unit because he enjoys working in the FSS program and wants to continue working in this unit. He has not filed any prior complaints against Ms. xxxxx because he is accustomed to her management style and has gotten used to it (referring to the abovementioned concerns).

As far as his colleagues, Mr. xxxxx was aware of xxxxx, xxxxx and xxxxx expressing similar concerns and difficulties working under the supervision of Ms. xxxxx. He personally spoke with Mr. xxxxx and advised him to "just do his work," so there was nothing negative Ms. xxxxx could say to him.

According to Mr. xxxxx, he was unsure whether he (or other staff) has been subjected to any type of harassment or hostile work environment by Ms. xxxxx. However, Ms. xxxxx's management style was not beneficial to the unit and created an uncomfortable atmosphere to the staff members who report to her.

In terms of this complaint being reported, Mr. xxxxx was present during a unit meeting that took place on March 19, 2018. In addition to the usual unit members, Ms. xxxxx (Manager) and Mr. xxxxx (Assistant Director) also attended the meeting.

After the meeting concluded, Mr. xxxx said Mr. xxxx excused Ms. xxxx and Ms. xxxx saying he wanted to meet independently with the staff. Mr. xxxx informed them that he noticed an obvious tension in the meeting and wanted to address any concerns. Mr. xxxx stated how it was at that time they all (Mr. xxxx, Mr. xxxx, Ms. xxxx, Ms. xxxx and himself) voiced serious concerns regarding Ms. xxxx's treatment of them and what they believed to be a hostile work environment she created. Mr. xxxx also explained it was his understanding Mr. xxxx subsequently reported his concerns to Human Resources.

(Refer to Audio – xxxx – 04-17-18, AK, XXXX)

Complaining Party xxxx

Mr. xxxx was interviewed in-person by Senior Investigator Kaatz of RJN Investigations on April 17, 2018. The interview was conducted in a private conference room located within the Human Resources Department at xxxx's Headquarters. Mr. xxxx was cordial and cooperative during the course of the investigative interview. Also present for the interview was Mr. xxxx's representative (xxxx).

After the interview, Mr. xxxx provided several documents to Senior Investigator Kaatz via email to review. These documents have been included below as Exhibit B in the Exhibits section.

In terms of some background information, Mr. xxxx was not selected by Ms. xxxx to join the FSS Program. He was placed in the position when he requested to transfer from his role in Human Resources. Therefore, Mr. xxxx thought this might be why Ms. xxxx did not appear to be overly enthusiastic about him joining the team.

Mr. xxxx described Ms. xxxx as very intimidating and having a lack of people skills. He noticed within the first couple of months after joining Ms. xxxx's unit, that it was a very uncomfortable environment. Mr. xxxx believed Ms. xxxx fostered an atmosphere where her staff was afraid and intimidated by her.

Mr. xxxx thought it was odd Ms. xxxx had minimal or no communication with her staff. Additionally, it was obvious to him staff members were afraid to consult with each other for advice or assistance. Mr. xxxx specifically observed his co-workers to be in fear, when it came to Ms. xxxx.

Mr. xxxx indicated Ms. xxxx "orders" and makes "demands" of her staff in a manner that is very rude and very harsh. He has never seen this type of behavior by a supervisor previously. Mr. xxxx believes Ms. xxxx is a very tough person to work under.

During the times when Ms. xxxx is gone from the unit, Mr. xxxx indicated the morale among the staff is ten times better. The staff members consult with each other and work together more efficiently, since they are not fearful of any retribution from Ms. xxxx.

According to Mr. xxxx, he heard several horror stories about working for Ms. xxxx, when he transferred into her unit. He would not provide names concerning who said what specific comments, but was advised by the whole second floor, Ms. xxxx would "put you down" and it was "her way only." However, Mr. xxxx has a passion for his work and what he does has a

direct benefit/impact on people who are less fortunate. Therefore, he would look past Ms. xxxx's actions in order to focus on his work.

Prior to working under her supervision, Mr. xxxx had minimal interaction with Ms. xxxx, while he was working in the Human Resources Department. He worked under a very tough HR Director during his time in Human Resources. However, Mr. xxxx never experienced the type of negative atmosphere or treatment like he has received while reporting to Ms. xxxx.

Mr. xxxx stated management was aware of the issues concerning Ms. xxxx's inappropriate and hostile treatment of her staff. To his knowledge, no action has been taken to correct the situation. Mr. xxxx felt obligated to speak up regarding Ms. xxxx's hostile treatment of staff not just for himself, but for the employees who come after him.

As of the time of our interview, Mr. xxxx is now afraid to meet with Ms. xxxx alone. He is concerned she would put words in his mouth for retaliation and he doesn't feel comfortable being alone with her.

In terms of this complaint being reported, Mr. xxxx was present during a unit meeting that took place on March 19, 2018. In addition to the usual unit members, Ms. xxxx (Manager) and Mr. xxxx (Assistant Director) also attended the meeting.

After the meeting concluded, Mr. xxxx indicated that Mr. xxxx excused Ms. xxxx and Ms. xxxx explaining he wanted to meet with the staff. He stated Mr. xxxx informed them he noticed an obvious tension in the meeting and wanted to address any concerns. Mr. xxxx detailed how it was at that time, they all (Mr. xxxx, Mr. xxxx, Ms. xxxx, Ms. xxxx, Ms. xxxx and himself) voiced serious concerns regarding Ms. xxxx's treatment of them and what they believed to be a hostile work environment she created. It was his understanding, Mr. xxxx subsequently reported his concerns to Human Resources.

(Refer to Audio – xxxx – 04-17-18, AK, XXXX)

Complaining Party xxxx

Ms. xxxx was interviewed in-person by Senior Investigator Kaatz of RJN Investigations on April 17, 2018. The interview was conducted in a private conference room located within the Human Resources Department at xxxx's Headquarters. Ms. xxxx was cordial and cooperative during the course of the investigative interview, however, she did become rather emotional on a couple occasions, when discussing alleged mistreatment by Ms. xxxx.

After the interview, Ms. xxxx provided several documents for Senior Investigator Kaatz to review. These documents have been included below as Exhibit C in the Exhibits section.

Ms. xxxx described Ms. xxxx as being very quiet and she doesn't want to have any communication with them. She believes communication is extremely important, so she has a difficult time with Ms. xxxx's style of management and minimal communication. Ms. xxxx stated Ms. xxxx has essentially been the same way since she started working under her supervision in 2013.

Ms. xxxx further explained she is very uncomfortable with the atmosphere that Ms. xxxx has created in the unit. She will wait hours and hours before approaching Ms. xxxx because she is afraid of how she will respond. Additionally, Ms. xxxx indicated Ms. xxxx acts as though she doesn't want to speak or have anything to do with her staff.

In terms of hostile treatment, Ms. xxxx was often extremely cold to her and would also put her down. On unrecalled dates, Ms. xxxx told her "I got you from the bottom of the list" and she was "just an Accounting Clerk." Ms. xxxx was not aware if these comments were heard by any of her co-workers.

Ms. xxxx indicated these types of comments by Ms. xxxx were extremely hurtful and insulting to her. Ms. xxxx would instruct her to pretend like nothing happened and to laugh like nothing happened, after she made the negative comments.

On February 2, 2018, Ms. xxxx indicated the unit was going to celebrate their co-worker's (LaShonda McMillian) birthday by having cake. She informed Ms. xxxx they were going to sing to Ms. xxxx. However, Ms. xxxx mumbled something and proceeded to ignore her without participating.

Investigator's Note: While reviewing documentation subsequently received from Ms. xxxx, Senior Investigator Kaatz determined the actual date of the aforementioned incident was on February 1, 2018.

While they were singing to Ms. xxxx and having cake, Ms. xxxx emailed her a request for a report (see Exhibit C – email entitled "closed files," dated February 1, 2018). The timing of the assignment seemed to be retaliatory from her perspective. Ms. xxxx approached Ms. xxxx a short time later to ask if she could finish the report she requested after lunch. Ms. xxxx told her rather harshly to "go back and finish the report now."

Ms. xxxx approached her desk a short time later and directed her to take her lunch, saying "for union reasons" she could not prevent her from going to lunch. This prompted her to ask Ms. xxxx, what was wrong and if she was mad at her. She described how Ms. Guardado abruptly said "don't ask me those questions and go to lunch...I gave you an order."

According to Ms. xxxx, she experiences anxiety and an upset stomach virtually every morning due to the adverse treatment by Ms. xxxx. She couldn't take it anymore.

Based on this treatment, Ms. xxxx stated she contacted her union representative (xxxx) on February 2, 2018. Ms. xxxx advised her to transfer out. However, Ms. xxxx replied she couldn't leave like everybody else had. Ms. xxxx recommended she sent a memorandum to Ms. xxxx (Ms. xxxx's manager) to alert her of the situation.

On February 5, 2018, Ms. xxxx composed an email and sent it to Ms. xxxx and Ms. xxxx. Ms. xxxx advised her she needed to speak with Human Resources in order to report Ms. xxxx's behavior. Ms. xxxx was extremely concerned about Ms. xxxx finding out about her complaint and retaliating against her with further hostile treatment. However, she ultimately went and spoke with Ms. xxxx (former HR Director) on February 5, 2018.

Ms. xxxx said that Ms. xxxx gave her a rather difficult time about the complaint. She indicated that Ms. xxxx informed her Ms. xxxx has not had any previous complaints against her. Ms. xxxx advised Ms. Chung she was "so tired" of how she (Ms. xxxx) treats the staff and she didn't feel comfortable with how she was being treated by Ms. xxxx. Ms. xxxx responded by saying she didn't know what to do with the letter and she would think about it and get back to her in 24 hours. However, Ms. xxxx never heard back from Ms. xxxx.

As far as this complaint being reported, Ms. xxxx was present during a unit meeting that took place on March 19, 2018. In addition to the usual unit members, Ms. xxxx (Manager) and Mr. xxxx (Assistant Director) also attended the meeting.

After the meeting concluded, Mr. xxxx excused Ms. xxxx and Ms. xxxx explaining he wanted to meet with the staff directly. Mr. xxxx informed them he noticed obvious tension in the meeting and wanted to address any concerns. Ms. xxxx was quite emotional and detailed what she believed to be a hostile work environment created by Ms. xxxx. She indicated her co-workers also shared similar concerns regarding Ms. xxxx.

In terms of an ideal outcome to this situation, Ms. xxxx would like to transfer to another position. She said Ms. xxxx is not talking to anybody, since these complaints were reported and this investigation initiated.

(Refer to Audio – xxxx – 04-17-18, AK, XXXX)

Complaining Party xxxx

Ms. xxxx was interviewed in-person by Senior Investigator Kaatz of RJN Investigations on May 2, 2018. The interview was conducted in a private conference room located within the Human Resources Department at xxxx's Headquarters. Ms. xxxx was cordial and cooperative during the course of the investigative interview.

Ms. xxxx indicated Ms. xxxx's management style and overall treatment of her staff could be better. From her perspective, Ms. xxxx could be rather moody, so how she treated staff members often depended on whether she was in a good or bad mood. Additionally, Ms. xxxx described Ms. xxxx as being not approachable.

According to Ms. xxxx, Ms. xxxx had made it extremely clear she doesn't want the staff to help or consult with each other. She believed it was a control thing being demonstrated by Ms. xxxx. Ms. xxxx struggles supervising staff and seems to lack some of the skills required to be a successful supervisor/manager. Despite Ms. xxxx's difficulties managing the unit the team works good together.

Ms. xxxx was not present at the meeting on March 19, 2018. Therefore, she was not aware of what transpired at that time. Ms. xxxx explained Ms. xxxx has been really quiet lately and all of her communication with the staff is performed via email.

(Refer to Audio – xxxx – 05-02-18, AK, XXXX)

Complaining Party xxxxx

Ms. xxxxx was interviewed in-person by Senior Investigator Kaatz of RJN Investigations on May 2, 2018. The interview was conducted in a private conference room located within the Human Resources Department at xxxxx's Headquarters. Ms. xxxxx was cordial and cooperative during the course of the investigative interview.

In terms of Ms. xxxxx's management style, Ms. xxxxx described her as rather intense and has an attitude, when it comes to her interacting with her staff. She described Ms. xxxxx as being very short and having a tendency to be up and down. Ms. xxxxx further described Ms. xxxxx as being very controlling.

As far as her communication, Ms. xxxxx doesn't communicate very much with any of the staff members under her direct supervision. The staff is all afraid of Ms. xxxxx. Ms. xxxxx would frequently single out staff members for additional work and would not speak with them when she was unhappy with something they have done.

According to Ms. xxxxx, Ms. xxxxx seemed to favor her when she first joined Ms. xxxxx's unit. However, this quickly changed and she received limited training or support from Ms. xxxxx. Ms. xxxxx appeared to be annoyed anytime she would approach her for guidance.

Ms. xxxxx indicated it was obvious to her there were difficulties between Ms. xxxxx and her co-worker, xxxxx. Mr. xxxxx was very knowledgeable and always willing to help. However, Ms. xxxxx explained all of the staff were/are afraid to communicate with each other because Ms. xxxxx has created an atmosphere where they are not allowed to assist each other or go to their colleagues with questions.

There was an incident that occurred shortly after she started in the unit approximately 2 ½ years ago. Mr. xxxxx requested her assistance with folding client letters. When Ms. xxxxx asked why she was performing this activity, Ms. xxxxx explained Mr. xxxxx requested her assistance. Ms. xxxxx told her in a very matter of fact manner it was not her assignment and she was then told to go home. It was close to the end of her shift, but seemed odd Ms. xxxxx would tell her to go home instead of helping a co-worker.

Ms. xxxxx explained there was another incident she recalled that occurred on April 20, 2016. Ms. xxxxx asked her about a specific form she provided. Ms. xxxxx told Ms. xxxxx she retrieved the form from the "G drive" and Ms. xxxxx accused her of lying about where she got the form. She subsequently determined the form belonged to Mr. xxxxx and Ms. xxxxx incorrectly assumed he provided it to her, which is why she was upset.

Ms. xxxxx reiterated Ms. xxxxx had issues with Mr. xxxxx and that was why she didn't want staff members to ask him for guidance. Ms. xxxxx created a negative atmosphere where staff members are discouraged from working as a team, or even having any communication with their peers.

The negative treatment from Ms. xxxxx has impacted her emotionally over the course of the past few years. She had been afraid to speak up because of the obvious way she has seen Ms. xxxxx retaliate against staff members she was displeased with.

In July 2016, Ms. xxxxx was forced to take a couple of days off work because she was experiencing stress and migraines. She believed these issues were directly related to how Ms. xxxxx was treating her. Ms. xxxxx detailed she was afraid to approach Ms. xxxxx for any reason due to the attitude she would get from her.

According to Ms. xxxxx, there was an incident that occurred during the holidays in 2017, she felt was inappropriate. Ms. xxxxx provided her with a Christmas card and inside the card was an unspecified amount of money. Ms. xxxxx explained under the money was a note from Ms. xxxxx saying "please call Ms. Xxx," which is one of their very difficult clients.

Ms. xxxxx began to experience depression in February 2018 and again attributed this to the atmosphere Ms. xxxxx had created for her at work. Since the employees were not allowed to speak with each other, she felt it was just her who was having such a difficult time working for Ms. xxxxx.

As far as this complaint being reported, a unit meeting occurred on March 19, 2018. Ms. xxxxx was present during the meeting and had been attempting to gather some information from Ms. xxxxx. However, Ms. xxxxx was going in circles. She described how the Assistant Director (Mr. xxxxx) entered the meeting and Ms. xxxxx's demeanor/attitude immediately changed and she started providing the information Ms. xxxxx had been requesting.

According to Ms. xxxxx, there was obvious tension in the meeting between Ms. xxxxx and Ms. xxxxx, as well as between the staff members and Ms. xxxxx. After the meeting concluded, Mr. xxxxx excused Ms. xxxxx and Ms. xxxxx explaining he wanted to meet with the staff directly.

Mr. xxxxx noticed the obvious tension in the meeting and wanted to address any concerns. It was at that point, when all of the staff vented regarding the type of hostile treatment they believe they have been subjected to by Ms. xxxxx. Each of the staff members took an opportunity to explain to Mr. xxxxx the concerns they had with Ms. xxxxx's attitude towards them, she was extremely controlling and disallowed any type of team work or collaboration between employees in the department.

After their meeting with Mr. xxxxx, Ms. xxxxx stopped her and asked what was said in the meeting. Ms. xxxxx informed her at that time, she was leaving the unit. However, Ms. xxxxx did not provide any details to Ms. xxxxx regarding what was discussed.

Since the investigation has commenced, Ms. xxxxx has been on top of everything. Additionally, Ms. xxxxx has virtually no verbal communication with the staff and wants everything in writing via email.

In terms of an ideal outcome to this situation, she believes Ms. xxxx needs to be reassigned to a position where she doesn't have to manage/supervise or deal with people. It was very obvious to the staff in her unit, Ms. xxxx doesn't like dealing with people.

(Refer to Audio – xxxx – 05-02-18, AK, XXXX)

Subject of Investigation xxxx

Ms. xxxx was interviewed in-person by Senior Investigator Kaatz of RJN Investigations on June 13, 2018. The interview was conducted in a private conference room located within the Human Resources Department at xxxx's Headquarters. Ms. xxxx was cordial and cooperative during the course of the investigative interview. However, she often failed to answer questions that were directly posed to her and frequently returned to discussing the separate investigation in which she made allegations of harassment and a hostile work environment against her managers (Ms. xxxx and Mr. xxxx).

Present during the interview was Ms. xxxx's representatives, Mr. xxxx - xxxx), Labor Representative, Ms. xxxx. and Ms. xxxx, xxxx (for support).

Investigator's Note: Senior Investigator Kaatz informed Ms. xxxx's representatives that we would allow them to sit-in on the interview, but emphasized it was a confidential administrative interview and Ms. xxxx alone was being interviewed. Therefore, we advised Ms. xxxx can take time to consult with her representative, if needed, or her representative can request a question be rephrased or clarified, if needed. However, the parties were all advised it is not a group interview and thus others are not permitted to participate.

Ms. xxxx was quite surprised to learn of these allegations against her. Prior to the meeting on March 19th, 2018, she had never been made aware of any complaints by her staff. Ms. xxxx mentioned numerous times that several of her staff members have close working relationships with Ms. xxxx and/or other Senior Managers at xxxx. Therefore, she does not understand why they would have neglected to report any alleged mistreatment for an on-going period of time.

Ms. xxxx explained she leads by example and abides by all of xxxx's policies and procedures. Ms. xxxx treats all of the staff who has worked under her direct supervision fair, professionally and in a consistent manner. She adamantly denied having ever subjecting any of her staff members to any type of unprofessional or hostile treatment.

According to Ms. xxxx, she believes her staff has been influenced by Ms. xxxx and Mr. xxxx. She further believes the complaints filed against her by her staff are directly related to her complaint against Ms. xxxx and Mr. xxxx.

Investigator's Note: Senior Investigator Kaatz questioned Ms. xxxx numerous times for her to provide additional details. However, she was not able to give provide further explanation why she feels her staff was influenced by Ms. xxxx and Mr. xxxx.

As of the time of our interview, Ms. xxxx had six staff members who report directly to her as part of the FSS Unit:

Name	Position	Date/Year Started Reporting To
1. xxxx	xxxx	2007
2. xxxx	xxxx	2007 or 2008
3. xxxx	xxxx	November 2013
4. xxxx	xxxx	2016
5. xxxx	xxxx	November 2015
6. xxxx	xxxx	2015

Ms. xxxx maintains a professional working relationship with all of the staff who report to her. She provided the following brief descriptions of her relationship with each of the staff members:

xxxx – Professional working relationship. He is very knowledgeable, but tends to overstep and act as though he is a supervisor (when he is not).

xxxx – Professional working relationship. He is reliable and very close with Mr. xxxx.

xxxx - Professional working relationship. She has a tendency to be influenced by her co-workers.

xxxx – Professional working relationship. He is still rather new in the unit and it good with clients. However, he has some difficulty following instruction and a tendency to overstep his role/authority.

xxxx – Professional working relationship. She is good with clients, but has attendance issues and is constantly late.

xxxx - Professional working relationship. She is consistent and takes accountability for any mistakes.

As far as the complaints against Ms. xxxx shared by all of her staff, Senior Investigator Kaatz went through each of the allegations discussed in Allegation #1 in order to give Ms. xxxx an opportunity to respond.

Investigator's Note: Senior Investigator Kaatz discussed with Ms. xxxx and her representatives these allegations are primarily subjective in nature, but that some specific incidents were provided by the complaining parties. Therefore, we explained that it was necessary to address the allegations in general followed up with any specific incidents.

- a) Ms. xxxx discouraged/disallowed them from speaking with or asking for any type of assistance from their colleagues.

Ms. xxxx adamantly denied she ever discouraged or prevented her staff from speaking with each and said this was absolutely not true. She encouraged them to work together. However, Ms.

Guardado explained she is the supervisor and thus she did not want her staff members going to their colleagues (i.e. Mr. xxxxx) for issues they should be discussing with her.

- b) Ms. xxxxx lacked proper communication skills and would refrain from speaking with them for extended periods of time when upset with them.

Ms. xxxxx denied she would avoid having direct communication with any of her staff members and completely disagreed with this allegation. However, she explained she is not a social person and thus was not one to engage in general conversation. Ms. xxxxx communicates with all of her staff members as needed, but has primarily been utilizing email since this investigation started.

Ms. xxxxx was directly asked regarding her level of communication with Mr. xxxxx, as he indicated in his statement she had not spoken with him since January 2, 2018. She stated Mr. xxxxx is the one who goes quiet. However, Ms. xxxxx denied she has not spoken with Mr. xxxxx for several months and instead said they are communicating.

- c) Ms. xxxxx's unit meetings are only negative and offer no (or very minimal) positive feedback.

Ms. xxxxx adamantly denied the unit meetings she holds are strictly negative and offer minimal positive feedback. She is frequently commending her staff for their hard work and when they go above and beyond. Ms. xxxxx explained she tries to maintain a positive atmosphere and one where the staff is free to contribute as well as provide feedback. Additionally, Ms. xxxxx provided numerous emails where she thanked her staff and complimented them on their work (see Exhibit E).

- d) The staff indicated they are intimidated and fear Ms. xxxxx because she is very harsh and at times, rude.

In general, Ms. xxxxx does not feel as though she has done anything to intimidate her staff or to cause them to fear her. She also denied she is rude or harsh in any way to the staff members who report to her. Ms. xxxxx reiterated she treats all of her subordinate staff in a fair and consistent manner in accordance with xxxxx's Personnel Rules. Furthermore, she has always been very respectful with all of her staff and denied subjecting any of them to any type of hostile or unprofessional conduct.

According to Ms. xxxxx, she has issued various reprimands to her staff over the years. She explained that obviously this results in negative feedback from the employee on the receiving end of the disciplinary action. However, any reprimands she has issued were always discussed/approved by either her direct manager or the Human Resources Department. She provided numerous examples of communication with her manager(s) and/or Human Resources related to the various reprimands she has issued over the years (see Exhibit E).

Mr. xxxxx indicated in his statement that Ms. xxxxx exhibits a negative attitude and she then down. However, Ms. xxxxx completely disagreed with Mr. xxxxx's comments/allegations. She has always encouraged him and believes at times her comments/feedback was possibly taken out of context or incorrectly.

Ms. xxxx said Ms. xxxx would put her down and it was clear to her Ms. xxxx doesn't want to interact with staff. Ms. xxxx again denied these allegations and said she never put Ms. xxxx down or belittled her in any manner.

Mr. xxxx mentioned Ms. xxxx was rude, aggressive, very intimidating and she had a lack of people skills. Ms. xxxx again denied these allegations. She has never subjected Mr. xxxx (or any of her staff) to any type of hostile or unprofessional conduct.

Ms. xxxx stated Ms. xxxx was not approachable and the staff was afraid to approach her. Ms. xxxx denied being unapproachable and has emphasized to her staff she maintains an open door policy, so they are welcome and encouraged to speak with her regarding any issues at any time.

Ms. xxxx indicated Ms. xxxx was very short with staff and they were all afraid of her. Additionally, Ms. xxxx stated when she was new in the unit Ms. xxxx seemed to be annoyed any time she approached her for training/direction. Ms. xxxx said these allegations were absolutely not true. She never subjected Ms. xxxx (or any of her staff) to hostile or unprofessional conduct.

- e) Ms. xxxx would retaliate against them by assigning extra work when she is unhappy with them.

Ms. xxxx stated this allegation was completely untrue and without merit. She denied ever retaliating against any of her staff by assigning extra work or in any other manner. Ms. xxxx was directly questioned regarding an alleged incident in February 2018 related to Ms. xxxx's birthday (discussed in Ms. xxxx's statement).

On February 1, 2018, Ms. xxxx said the unit was going to celebrate their co-worker's (xxxx) birthday by having cake. Ms. xxxx informed Ms. xxxx they were going to sing to Ms. xxxx. However, Ms. xxxx mumbled something and proceeded to ignore her without participating.

While they were singing to Ms. xxxx and having cake, Ms. xxxx said Ms. xxxx emailed her a request for a report (see Exhibit C – email entitled "closed files") dated February 1, 2018). She stated the timing of the assignment seemed to be retaliatory from her perspective. Ms. xxxx had been focused on an assignment and was not aware the unit left to celebrate Ms. xxxx's birthday. Furthermore, the assignment to Ms. xxxx was a normal request and not retaliatory at all. Ms. xxxx didn't even realize they (the entire unit) were gone.

- f) Ms. xxxx delays approving/reviewing green card (time off) requests resulting in the lost vacation time.

Ms. xxxx believed this allegation was a misrepresentation of what actually occurs/occurred. She informed all of her staff members "if I don't respond, assume it's approved." Additionally, Ms. xxxx stated no time (off requests) has been denied.

Investigator's Note: When discussing Mr. xxxx's allegations, Ms. xxxx interrupted and stated her concern regarding a question asked of Ms. xxxx relating to an allegation

raised by Mr. Randy xxxx. The question asked by Senior Investigator Kaatz was based on Mr. xxxx's statement that he believed Ms. xxxx threatened him by saying she will go to HR if she feels that he has disobeyed or disrespected her in any kind of way, shape or form stating she has enough evidence to do so." This issue is discussed below under Allegation #2. The question indicated that on the surface Mr. xxxx's comment "sounds" like a threat and thus we wanted to ascertain Ms. xxxx's response (i.e. whether any type of comment was said to Mr. xxxx and what the context was).

Ms. xxxx emphasized she believed the investigator's lead in to the question indicated we had already formed an opinion and believed this was a threat made by Ms. xxxx. Senior Investigator Kaatz addressed Ms. xxxx and reminded her it was not a group interview and she was not permitted to participate. Furthermore, it was emphasized the investigator has no personal opinion or bias towards any aspect of the investigation. Senior Investigator Kaatz indicated any type of comments/interruptions like Ms. xxxx's needed to be discontinued or the interview would be terminated. Ms. xxxx apologized and Senior Investigator Kaatz explained an apology was not necessary, as we just wanted to remind everyone of the rules of the administrative interview.

Ms. xxxx subsequently made a comment about the investigator trying to prove the allegations raised by her staff. Therefore, Senior Investigator Kaatz took a moment to remind her of our involvement in the administrative process and emphasized the investigator's role is to conduct a good faith investigation that is impartial in order to determine a reasonable conclusion based on the preponderance of the evidence.

Witnesses xxxx

Mr. xxxx was interviewed in-person by Senior Investigator Kaatz of RJN Investigations on April 19, 2018 and subsequently on July 11, 2018. The interview was conducted in a private conference room located within the Human Resources Department at xxxx's Headquarters. Mr. xxxx was cordial and cooperative during the course of the investigative interview.

Mr. xxxx had/has minimal interaction with Ms. xxxx. Ms. xxxx handled all of the day-to-day management associated with Ms. xxxx and her unit. Therefore, he was not privy to the majority of the communication between Ms. xxxx and Ms. xxxx. However, Mr. xxxx said Ms. xxxx has informed him of some concerns related to Ms. xxxx.

Mr. xxxx described Ms. xxxx as being a tough manager. Ms. xxxx has informed him she has a difficult time getting answers from Ms. xxxx. Additionally, Mr. xxxx indicated he has observed there to be a lot of tension between Ms. xxxx and Ms. xxxx. However, he has never observed and was not aware of Ms. xxxx subjecting Ms. xxxx to any type of unprofessional conduct or anything to constitute a hostile work environment.

According to Mr. xxxx, Ms. xxxx and Ms. xxxx invited him to attend a unit meeting on March 19, 2018 for Ms. xxxx's direct reports. In attendance for the meeting were: xxxx (xxxx), xxxx (xxxx), xxxx (xxxx), xxxx (xxxx) and xxxx (xxxx).

Investigator's Note: There was one member of Ms. xxxx's unit who was not present at this meeting. xxxx (xxxx) was not in attendance for the meeting.

Mr. xxxx explained during the meeting, he observed there to be an obvious tension between Ms. xxxx and Ms. xxxx. Additionally, there was clearly tension between Ms. xxxx and all of her staff. Mr. xxxx detailed it appeared to be a bad environment for Ms. xxxx's staff members. They were all looking down and apparently afraid to engage in discussion with Ms. xxxx.

Given his observations during the meeting, Mr. xxxx decided to speak with Ms. xxxx's staff as a group when the meeting concluded. Therefore, he excused Ms. xxxx and Ms. xxxx in order to speak with the staff in a private setting. Mr. xxxx was quite surprised when he learned of numerous complaints voiced by Ms. xxxx's staff.

According to Mr. xxxx, Ms. xxxx's staff informed him the work atmosphere Ms. xxxx has created does not foster a positive team environment. The staff explained Ms. xxxx did not allow them to speak with each other or go to their peers with questions, or request assistance.

In addition, Mr. xxxx stated all of the staff expressed concerns Ms. xxxx had difficulties working with people, as well as, with her communication/management skills. He detailed how Ms. xxxx's staff had very little communication with any of them, despite being their direct supervisor.

Overall, Mr. xxxx explained Ms. xxxx's staff reported to him that Ms. xxxx has subjected them to a very hostile work environment for several years. Furthermore, the staff feared retaliation by Ms. xxxx and thus never reported their concerns previously. Mr. xxxx stated the staff shared examples of how Ms. xxxx would target them for additional work when she didn't approve of their conduct (i.e. consulting with peers, helping their peers, etc.).

Mr. xxxx emphasized that virtually all of Ms. xxxx's staff were extremely emotional regarding the situation and the alleged hostile treatment. Specifically, Ms. xxxx was actually in tears when she talked about the situation. Additionally, Mr. xxxx explained Ms. xxxx mentioned she was afraid to come to work and wanting to return to her previous position in order to no longer report to Ms. xxxx.

Mr. xxxx essentially just listened to all of the complaints being voiced by Ms. xxxx's staff. He did not encourage nor did he influence them to report their concerns about Ms. xxxx. Mr. xxxx indicated it was clear to him based on the level of emotions expressed by the staff that Ms. xxxx's management style has had a significantly negative impact on virtually all of them.

According to Mr. xxxx, he was quite surprised to hear all of the aforementioned complaints regarding Ms. xxxx's alleged treatment of her staff. He never heard these types of complaints previously and thus he was extremely concerned.

Given the concerns presented by Ms. xxxx's staff, Mr. xxxx felt it was necessary to alert Human Resources of the issue. Therefore, Mr. xxxx sent an email to Ms. xxxx (former Human Resources Director) on March 28, 2018, to document his conversation with Ms. xxxx's direct reports (see Exhibit F below). He explained it was his email to Ms. xxxx that prompted this investigation.

(Refer to Audio – xxxx – 04-19-18 and 07-11-18, AK, XXXX)

Witness xxxx

Ms. xxxx was interviewed in-person by Senior Investigator Kaatz of RJN Investigations on May 2, 2018 and subsequently on July 11, 2018. The interviews were conducted in a private conference room located within the Human Resources Department at xxxx's Headquarters.

Present during the initial interview was Ms. xxxx's representative, Mr. xxxx (xxxx).

Ms. xxxx was cordial and cooperative during the course of the investigative interview. She did become rather emotional at times during the interview, but was able to maintain her composure throughout the meeting.

According to Ms. xxxx, she has not issued any formal warning/reprimands to Ms. xxxx during the time she has been under direct supervision. However, Ms. xxxx has provided lots of coaching to Ms. xxxx. Ms. xxxx has obvious issues related to her managerial approach with her staff. Ms. xxxx explained Ms. xxxx has six staff members that report under her direct supervision.

Ms. xxxx stated Ms. xxxx goes beyond micro-managing, when it comes to how she manages her staff. She described Ms. xxxx's management style as "choking." Additionally, Ms. xxxx said Ms. xxxx has a tendency to be rather negative in regards to her interactions with her direct reports and other staff members in general.

Ms. xxxx always made every attempt possible to work with and support Ms. xxxx. Therefore, Ms. xxxx again denied she demonstrated any type of behavior to influence Ms. xxxx's staff to file complaints against in order to harass and/or retaliate against Ms. xxxx.

(Refer to Audio – xxxx – 04-19-18 and 07-11-18, AK, XXXX)

- 2) Mr. xxxx alleged he has asked Ms. xxxx for guidance/direction on several occasions and she responded to him by saying "you should know by now." Additionally, Mr. xxxx alleged there was an incident where he was five minutes late for a Saturday shift and Ms. xxxx sent him home despite knowing that he has a significant commute to work.

In addition, Mr. xxxx alleged that Ms. xxxx had threatened him by saying she (Ms. xxxx) will go to HR if she feels that he disobeyed or disrespected her in any kind of shape or form stating she has enough evidence to do so.

Complaining Party xxxx

As provided in the allegation, Mr. xxxx said he asked Ms. xxxx for guidance/direction on several occasions and she responded to him by saying "you should know by now." He emphasized Ms. xxxx is rather difficult to approach. Mr. xxxx said this was due to her negative demeanor and also she will typically wear headphones, suggesting she does not want to speak or interact with anyone.

Mr. xxxx explained there was an incident where he was five minutes late for a Saturday shift and Ms. xxxx sent him home, despite knowing that he has a significant commute to work. Mr. xxxx was unable to recall a specific date (or approximate timeframe) for when this incident occurred.

In addition, Mr. xxxx alleged Ms. xxxx has threatened him by saying she (Ms. xxxx) will go to HR if she feels that he has disobeyed or disrespected her in any kind of shape or form stating she has enough evidence to do so. He explained that virtually all of the staff members in the unit have attempted to transfer in order to get away from Ms. xxxx. Mr. xxxx indicated the extensive list of staff he provided that have transferred or resigned demonstrates that Ms. xxxx lacks the necessary skills to manage the unit.

Subject of Investigation xxxx

Ms. xxxx adamantly denied Mr. xxxx's allegation regarding her telling him "you should know by now." She always offers any assistance she can when asked. However, Ms. xxxx indicated Mr. xxxx has a tendency to overstep the duties associated with his position. She said at times, Mr. xxxx will act as if he is in a supervisory role when he is not and oversteps (her) authority.

In terms of the allegation she sent Mr. xxxx home for arriving five minutes late on a Saturday, Ms. xxxx never sent him home for being a few minutes late on a Saturday. She needs his assistance during the Saturday meetings and thus she would not send him home. However, Ms. xxxx mentioned there was a situation where Mr. xxxx did not have his xxxx identification and security initially did not want to allow him to enter.

Ms. xxxx denied she ever threatened Mr. xxxx with going to Human Resources or anything along those lines. However, she mentioned there was an incident in April 2017, when she was very concerned regarding Mr. xxxx's attitude and demeanor. Ms. xxxx stated her primary concern was due to it being common knowledge Mr. xxxx has a permit to carry a concealed weapon and he carries the weapon while at work.

(Refer to Audio – xxxx – 06-13-18, AK, XXXX)

- 3) Ms. xxxx reported prior mistreatment by Ms. xxxx to Ms. xxxx in March 2016. She requested to transfer out Ms. xxxx's unit at that time, but Ms. xxxx convinced her to stay. Ms. xxxx alleged Ms. xxxx found about her request to transfer and subsequently retaliated against her by revoking a previously approved flex schedule to help with Ms. xxxx dropping off/picking up her children from childcare.

Complaining Party xxxx

In terms of the situation in March 2016, Ms. xxxx explained she requested to transfer out of Ms. xxxx's unit. She said the reason for the request was because Ms. xxxx had a bad attitude then too. Ms. xxxx indicated Ms. xxxx (who new to the department at that time) approached her and requested she stay in the unit.

Ms. xxxx stated Ms. xxxx informed her at that time she was going to get things better for them (referring to poor treatment from Ms. xxxx). Therefore, she agreed to continue working under Ms. xxxx's supervision. However, Ms. xxxx mentioned she had in fact interviewed for another position to possibly transfer to at that time.

According to Ms. xxxx, Ms. xxxx apparently found she requested a transfer and interviewed for another position. Ms. xxxx came to her desk the day after she interviewed and said change your hours. Ms. xxxx asked Ms. xxxx why she was now revoking the flex time she approved. She said Ms. xxxx did not provide any explanation and informed her she would give her until June.

Investigator's Note: Ms. xxxx was unable to provide any documentation pertaining to the flexible schedule, or that it was revoked at any point. Therefore, Senior Investigator Kaatz had no specific details/dates related to this allegation.

Ms. xxxx provided some background information that Ms. xxxx had previously approved for her to have some flexibility in her schedule, as she is a single parent and had her children in a program where she needed to pick them up no later than 6:00pm. She was forced to remove her children from the program because she was no longer permitted to leave early.

Ms. xxxx felt by revoking the flexible schedule, Ms. xxxx was clearly retaliating against her for attempting to transfer out of the unit. Ms. xxxx explained the situation to Ms. xxxx, who informed her to just give it time to see how it plays out.

Ms. xxxx indicated Ms. xxxx was friendlier to her several months later and she resumed her flexible schedule. However, Ms. xxxx didn't want to because Ms. xxxx's attitude could and most likely would, change again. She felt as though Ms. xxxx was just being nice to her in an effort to be controlling.

(Refer to Audio – xxxx – 04-17-18, AK, XXXX)

Subject of Investigation xxxx

Ms. xxxx adamantly denied Ms. xxxx's allegation she retaliated against her because she had requested to transfer out of the unit. She said this was absolutely not true. Furthermore, Ms.

xxxx indicated she never had any specific discussion with Ms. xxxx concerning any type of flex schedule. However, she mentioned she shared an email with her staff she received from the Director that explained how all staff needed to abide by xxxx's specified work schedule/hours. Ms. xxxx said that email described how there had been widespread abuse of flex time.

(Refer to Audio – xxxx – 06-13-18, AK, XXXX)

- 4) Mr. xxxx stated on March 14, 2016 he asked Mr. xxxx (senior member of the unit) to assist him with an event because Ms. xxxx was not going to be present. He alleged Ms. xxxx subsequently reprimanded him saying it was not permitted for him to ask for Mr. xxxx's assistance. Mr. xxxx s felt the reprimand was inappropriate and retaliatory.

Mr. xxxx was issued a reprimand on April 22, 2017 because he allowed a Security Officer to assist with the sign-in sheet at an event. He alleged the reprimand was inappropriate and Ms. xxxx's treatment towards him during the situation was unprofessional.

Mr. xxxx stated he contacted his union representative on August 25, 2017, as he felt like Ms. xxxx was subjecting him to a hostile work environment. He alleged he was subsequently placed on a work plan on September 19, 2017, with no explanation and believed it was retaliatory.

Complaining Party xxxx

As indicated in the allegations, Mr. xxxx stated on March 14, 2016 he requested for Mr. xxxx (senior member of the unit) to assist him with an event because Ms. xxxx was not going to be present. He alleged Ms. xxxx subsequently reprimanded him saying it was not permitted for him to ask for Mr. xxxx's assistance.

Mr. xxxx felt the reprimand was without merit and also retaliatory in nature. He believed this was part of Ms. xxxx's method of intimidating and controlling staff members. From his perspective, Mr. xxxx did not feel as though he and Mr. xxxx violated any policy or did anything wrong. From his perspective, there was no reason a senior member of the unit should be unable to assist a new staff member.

As far as the incident on April 22, 2017, Mr. xxxx stated this occurred during the course of one of their Saturday events. He was extremely busy helping set up the room (i.e. tables/chairs) for the event and interacting with the vendors. Given that he was busy, Mr. xxxx explained he allowed one of the Security Guards onsite to assist with sign-in sheet.

According to Mr. xxxx, he was subsequently issued a reprimand by Ms. xxxx for allowing the Security Officer to assist. He alleged the reprimand was inappropriate and Ms. xxxx's treatment towards him during the situation was unprofessional.

In terms of the allegation related to the Work Plan, Mr. xxxx explained this originated from the way Ms. xxxx was questioning him via email related to the "Vision Plan Letter" (see

Exhibit B below). He contacted his union representative on August 25, 2017, to express Ms. xxxx was subjecting him to a hostile work environment.

According to Mr. xxxx, he was allegedly placed on a Work Plan on September 19, 2017. He stated Ms. xxxx put him on the Work Plan with no real explanation and he believed it was retaliation against him based on his email alleging a hostile work environment.

Mr. xxxx decided not to pursue his grievance against Ms. xxxx for fear of retaliation. He explained he observed how staff comes and goes in the unit and he felt Ms. xxxx would take some type of action to remove him from the unit. Mr. xxxx reiterated he was extremely passionate about his work, so he did not want to continue with complaint and potentially jeopardize his position in the program.

Mr. xxxx explained Ms. xxxx ultimately removed the Work Plan at the beginning of the year (2018), when she conducted his performance evaluation.

(Refer to Audio – xxxx – 04-17-18, AK, XXXX)

Subject of Investigation xxxx

Ms. xxxx denied Mr. xxxx's allegation that a Confirmation of Oral Counseling issued to him was inappropriate or retaliatory in nature. She explained the memorandum was issued due to policy/procedure violations demonstrated by Mr. xxxx. As discussed above, Ms. xxxx emphasized any reprimands she has issued were always discussed/approved by either her direct manager or the Human Resources Department. She provided numerous examples of communication with her manager(s) and/or Human Resources related to the various reprimands she has issued over the years (see Exhibit E).

In terms of the incident on April 22, 2017, Ms. xxxx stated Mr. xxxx was specifically instructed to handle the sign-in sheet at the event. She also indicated Mr. xxxx raised his voice towards her and became rather insubordinate when she addressed the situation with him. Additionally, Ms. xxxx consulted with Human Resources regarding the reprimand and it was approved to be issued to Mr. xxxx. Therefore, she followed policy and did not do anything that was inappropriate/unprofessional. This incident was addressed in Ms. xxxx's "Confirmation of Counseling 4/24/17" memorandum dated June 19, 2017.

As far as Mr. xxxx's allegation related to the Work Plan, Ms. xxxx explained Mr. xxxx being placed on a Work Plan in September 2017, was directly related to issues concerning his overall job performance. She explained Mr. xxxx indicated he had been calling hundreds of clients related to job placements (his primary function). However, Ms. xxxx said her workstation is near Mr. xxxx's and did not hear him making the calls. Therefore, she stated Mr. xxxx was not meeting the goals associated with his position and thus the Work Plan was necessary to address his performance concerns.

Ms. xxxx reiterated Mr. xxxx's Work Plan was approved by Human Resources and she followed xxxx policy. She stated the plan was in no way retaliatory for any reason and was well within in her authority as a supervisor, with respect to following policy/procedure.

(Refer to Audio – xxxx – 06-13-18, AK, XXXX)

- 5) Ms. xxxx stated shortly after she completed her probationary period for her position reporting to Ms. xxxx, she requested to return to her previous position due to Ms. xxxx's treatment of her. However, she was unable to return to her old position. Ms. xxxx alleged Ms. xxxx told her "you are more than welcome to leave" and that "if someone saw your sick/vacation hours used they wouldn't want you." Ms. xxxx stated Ms. xxxx's comments were hostile and inappropriate.

Complaining Party xxxx

Due to the negative atmosphere and treatment by Ms. xxxx, Ms. xxxx requested to transfer back to her old position after she completed the six-month probationary period in Ms. xxxx's unit. However, she was informed her old position was no longer available. Therefore, Ms. xxxx requested to transfer to Section 8 South in order to no longer be under the direct supervision of Ms. xxxx.

As detailed in the allegation, Ms. xxxx alleged Ms. xxxx told her "you are more than welcome to leave." Ms. xxxx also added "if someone saw your sick/vacation hours used they wouldn't want you." Ms. xxxx stated that Ms. xxxx's comments were hostile and inappropriate, especially coming from a supervisor.

(Refer to Audio – xxxx – 05-02-18, AK, XXXX)

Subject of Investigation xxxx

Ms. xxxx denied Ms. xxxx's allegation and said she never made any such comments to her. She stated Ms. xxxx was reluctant to hire Ms. xxxx because of her attendance concerns and it was her (Ms. xxxx) who decided to take a chance on her (Ms. xxxx). Additionally, Ms. xxxx explained Ms. xxxx never came to her to discuss the transfer. She always maintained a respectful and professional demeanor with Ms. xxxx.

(Refer to Audio – xxxx – 06-13-18, AK, XXXX)

INVOLVED PARTY(S) INTERVIEW ASSESSMENTS

CASE #: xxxx 03_28_18

xxxx - Assessment

Mr. xxxx was interviewed in-person by Senior Investigator Kaatz of RJN Investigations on April 17, 2018. The interview was conducted in a private conference room located within the Human Resources Department at xxxx's Headquarters. Mr. xxxx was cordial and cooperative during the course of the investigative interview. Also present for the interview was Mr. xxxx's representative (xxxx).

Mr. xxxx was unable to cite many specific examples of the allegations he discussed in his statement. He indicated the majority of Ms. xxxx's inappropriate and unprofessional behavior was verbal and not documented in any type of formal manner.

Mr. xxxx answered all questions posed to him directly, coherently and without hesitation. Furthermore, he provided clear and consistent responses throughout the interview. Mr. xxxx did not provide any conflicting/contradictory information and thus gave no obvious indication that he was being dishonest or intentionally misleading during the administrative interview. Therefore, Mr. xxxx did not exhibit any behavior to question the credibility of his statement.

xxxx - Assessment

Mr. xxxx was interviewed in-person by Senior Investigator Kaatz of RJN Investigations on April 17, 2018. The interview was conducted in a private conference room located within the Human Resources Department at XXXX's Headquarters. Mr. xxxx was cordial and cooperative during the course of the investigative interview.

Mr. xxxx answered all questions posed to him directly, coherently and without hesitation. Furthermore, he provided clear and consistent responses throughout the interview. Mr. xxxx did not provide any conflicting/contradictory information and thus gave no obvious indication that he was being dishonest or intentionally misleading during the administrative interview. Therefore, Mr. xxxx did not exhibit any behavior to question the credibility of his statement.

xxxx - Assessment

Mr. xxxx was interviewed in-person by Senior Investigator Kaatz of RJN Investigations on April 17, 2018. The interview was conducted in a private conference room located within the Human Resources Department at xxxx's Headquarters. Mr. xxxx was cordial and cooperative during the course of the investigative interview. However, he became rather emotional at times during the interview when discussing alleged mistreatment by Ms. xxxx. Also present for the interview was Mr. xxxx's representative (xxxx).

Mr. xxxx answered all questions posed to him directly, coherently and without hesitation. Furthermore, he provided clear and consistent responses throughout the interview. Mr. xxxx did

not provide any conflicting/contradictory information and thus gave no obvious indication that he was being dishonest or intentionally misleading during the administrative interview. Therefore, Mr. xxxx did not exhibit any behavior to question the credibility of his statement.

xxxx - Assessment

Ms. xxxx was interviewed in-person by Senior Investigator Kaatz of RJN Investigations on April 17, 2018. The interview was conducted in a private conference room located within the Human Resources Department at xxxx's Headquarters. Ms. xxxx was cordial and cooperative during the course of the investigative interview; however, she did become rather emotional on a couple occasions when discussing alleged mistreatment by Ms. xxxx.

Ms. xxxx answered all questions posed to her directly, coherently and without hesitation. Furthermore, she provided clear and consistent responses throughout the interview. Ms. xxxx did not provide any conflicting/contradictory information and thus gave no obvious indication she was being dishonest or intentionally misleading during the administrative interview. Therefore, Ms. xxxx did not exhibit any behavior to question the credibility of her statement.

xxxx - Assessment

Ms. xxxx was interviewed in-person by Senior Investigator Kaatz of RJN Investigations on May 2, 2018. The interview was conducted in a private conference room located within the Human Resources Department at xxxx's Headquarters. Ms. xxxx was cordial and cooperative during the course of the investigative interview.

Ms. xxxx answered all questions posed to her directly, coherently and without hesitation. Furthermore, she provided clear and consistent responses throughout the interview. Ms. xxxx did not provide any conflicting/contradictory information and thus gave no obvious indication she was being dishonest or intentionally misleading during the administrative interview. Therefore, Ms. xxxx did not exhibit any behavior to question the credibility of her statement.

xxxx - Assessment

Ms. xxxx was interviewed in-person by Senior Investigator Kaatz of RJN Investigations on May 2, 2018. The interview was conducted in a private conference room located within the Human Resources Department at xxxx's Headquarters. Ms. xxxx was cordial and cooperative during the course of the investigative interview.

Ms. xxxx answered all questions posed to her directly, coherently and without hesitation. Furthermore, she provided clear and consistent responses throughout the interview. Ms. xxxx did not provide any conflicting/contradictory information and thus gave no obvious indication she was being dishonest or intentionally misleading during the administrative interview. Therefore, Ms. xxxx did not exhibit any behavior to question the credibility of her statement.

XXXX - Assessment

Ms. xxxx was interviewed in-person by Senior Investigator Kaatz of RJN Investigations on June 13, 2018. The interview was conducted in a private conference room located within the Human Resources Department at xxxx's Headquarters. Ms. xxxx was cordial and cooperative during the course of the investigative interview. However, she did become rather emotional on couple of occasions during the course of the interview.

Present during the interview was Ms. xxxx's representatives, Mr. xxxx), Labor Representative, Ms. xxxx and Ms. xxxx xxxx (for support).

On several occasions during the interview, Ms. xxxx failed, or avoided, to answer questions that were directly posed to her regarding the allegations against her. Furthermore, she frequently returned to discussing the separate investigation in which she reported allegations of harassment and a hostile work environment against her managers (Ms. xxxx and Mr. xxxx). Ms. xxxx was advised on a couple occasions the current interview was in relation to complaints reported against her, as she already had an opportunity to discuss the complaint she had filed.

Overall, Ms. xxxx did not provide any conflicting/contradictory information and thus gave no obvious indication she was being dishonest or intentionally misleading during the administrative interview. Therefore, Ms. xxxx did not exhibit any behavior to question the credibility of her statement. However, Senior Investigator Kaatz identified there was clearly a disconnect between Ms. xxxx's interpretation of the atmosphere in her unit and her management style with respect to the emotional complaints expressed by the six employees who work directly under her supervision.

INVESTIGATIVE FINDINGS

CASE #: xxxx 03_28_18

Administrative Process Disclaimer

The standards of proof and rules that govern administrative investigatory and disciplinary processes are different from those used in legal proceedings in courts of law. Consequently, no legal conclusions can or should be drawn from recommendations and/or decisions associated with this administrative process.

ALLEGATIONS/FINDINGS

Below are the specific allegations, followed by the findings:

Allegation #1

The complaining parties allege they were subjected to inappropriate conduct and a hostile work environment by their direct supervisor, Ms. xxxx. All of the complaining parties described six similar allegations of misconduct by Ms. xxxx, which they believed to be inappropriate and that subjected them to a hostile work environment. The specific allegations of misconduct by Ms. xxxx reported cumulatively by the complaining parties are that:

- a) Ms. xxxx discouraged/disallowed them from speaking with or asking for any type of assistance from their colleagues
- b) Ms. xxxx would refrain from speaking with them for extended periods of time when upset with them
- c) Ms. xxxx's unit meetings are only negative and offer no (or very minimal) positive feedback
- d) They are intimidated and fear Ms. xxxx because she is very harsh and at times rude) Ms. xxxx would retaliate against them by assigning extra work when she is unhappy with them
- f) Ms. xxxx delays approving/reviewing green card (time off) requests resulting in the lost vacation time.

Finding

Based on a preponderance of the evidence standard, sections a, b, and d of this allegation are determined to be substantiated. Sections c, e, and f are determined to be unsubstantiated.

In terms of the substantiated areas of the allegation, these determinations were based on the corroborating statements of all the complaining parties as well as the overall assessment of all the involved parties.

As detailed in Investigative Statements section above, all six complaining parties provided similar information related to Ms. xxxx's overall treatment of her staff being harsh, rude and they were scared or feared her. This behavior by Ms. xxxx is a potential violation of xxxx's Personnel Rules. The Discipline Section 108:0903, Subsection (a) states:

"Incompetency, inefficiency, insubordination, discourteous treatment to the public or fellow employees, or any other adverse failure of personnel conduct which is in conflict with or adversely affects the best interests of the Authority..."

Furthermore, the complaining parties' statements all corroborated the concerns related to Ms. xxxx's lack of verbal communication with them. Given that Ms. xxxx holds a supervisory position, the communication concerns reported by her staff are potential violation of XXXX's Personnel Rules, Section 108:1102 Special Obligations of Supervisory. Several applicable subsections of this personnel rule are:

- (a) "To develop the necessary skills and other attributes to accept and properly discharge the authority and responsibility of their present positions or prospective promotional positions;
- (c) To exercise discretion and judgement in the administration of policies and procedures and to at all times represent the interests of the Authority to the best of their ability" and;
- (e) To develop employees capable of rendering a distinct contribution to the operating effectiveness of the Authority."

Investigator's Note: Senior Investigator Kaatz is not privy to how the aforementioned Personnel Rules have been applied historically. Therefore, we recommend that Human Resources and Management determine how this situation compares to any prior applicable enforcement of the rule with respect to administering disciplinary action to the involved party.

In terms of the unsubstantiated areas of Allegation #1, this determination was based on the statements of the involved parties and lack of any supporting documentation. These allegations were not subjective in nature and thus required evidence to support the claims. However, the complaining parties were unable to provide any documentation related to the allegations.

Allegation #2

Mr. xxxx alleged he has asked Ms. xxxx for guidance/direction on several occasions she responded to him by saying "you should know by now." Additionally, Mr. xxxx alleged there was an incident where he was five minutes late for a Saturday shift and Ms. xxxx sent him home despite knowing that he has a significant commute to work.

In addition, Mr. xxxx alleged that Ms. xxxx has "threatened me by saying she (Ms. xxxx) will go to HR if she feels that I have disobeyed or disrespected her in any kind of shape or form stating she has enough evidence to do so."

Finding

Based on a preponderance of the evidence standard, this allegation is also determined to be unsubstantiated.

This determination was based on the investigative statements provided by the involved parties. Furthermore, Mr. xxxx failed to provide specific dates or additional details associated with these allegations that could be used to question Ms. xxxx directly for each incident.

Allegation #3

Ms. xxxx reported prior mistreatment by Ms. xxxx to Ms. xxxx in March 2016. She also requested to transfer out Ms. xxxx's unit at that time, but Ms. xxxx convinced her to stay. Ms. xxxx alleged that Ms. xxxx found about her request to transfer and subsequently retaliated against her by revoking a previously approved flex schedule to help with Ms. xxxx dropping off/picking up her children from childcare.

Finding

Based on a preponderance of the evidence standard, this allegation is also determined to be unsubstantiated.

This determination was based on the investigative statements provided by the involved parties and documentation provided by Ms. xxxx indicating that senior management had directed supervisors/managers to ensure xxxx's policy(s) were being followed in relation to the work schedules/hours for staff members. Furthermore, Ms. xxxx was unable to provide any documentation indicating she had been granted the flex time or that it had been revoked by Ms. xxxx.

Allegation #4

Mr. xxxx stated on March 14, 2016, he asked for Mr. xxxx (senior member of the unit) to assist him with an event because Ms. xxxx was not going to be present. He alleged Ms. xxxx subsequently reprimanded him saying it was not permitted for him to ask for Mr. xxxx's assistance. Mr. xxxx stated he felt the reprimand was inappropriate and retaliatory.

Mr. xxxx stated he was issued a reprimand on April 22, 2017, because he allowed a Security Officer to assist with the sign-in sheet at an event. He alleged the reprimand was inappropriate and Ms. xxxx's treatment towards him during the situation was unprofessional.

Mr. xxxx stated he contacted his union representative on August 25, 2017, as he felt like Ms. xxxx was subjecting him to a hostile work environment. He alleged he was subsequently placed on a "work plan" on September 19, 2017, with no explanation and believed it was retaliatory.

Finding

Based on a preponderance of the evidence standard, these allegations are also determined to be unsubstantiated.

This determination was based on the investigative statements provided by the involved parties and documentation provided by Ms. xxxx. Ms. xxxx provided Oral Counseling

Memorandums and supporting documentation (see Exhibit E) related to the reprimands issued to Mr. xxxx on March 14, 2016 and April 22, 2017 showing they were based on direct policy violations and in no way retaliatory in nature.

In addition, Ms. xxxx provided documentation supporting her decision to place Mr. xxxx on a Work Plan in September 2017 with the approval of the Human Resources Department. Ms. xxxx explained in her statement (and provided supporting documentation) the Work Plan was directly related to Mr. xxxx failing to meet the performance requirements of his position and in no way was it any form of retaliation.

Allegation #5

Ms. xxxx stated shortly after she completed the probationary period for her position reporting to Ms. xxxx, she requested to return to her previous position due to Ms. xxxx's treatment of her. However, she said she was unable to return to her old position. Ms. xxxx alleged that Ms. xxxx told her "you are more than welcome to leave" and that "if someone saw your sick/vacation hours used they wouldn't want you." Ms. xxxx stated Ms. xxxx's comments were hostile and inappropriate.

Finding

Based on a preponderance of the evidence standard, this allegation is also determined to be unsubstantiated.

This determination was based on the investigative statements provided by the involved parties. Ms. xxxx failed to provide specific dates associated with these allegations that could be used to question Ms. xxxx directly for the incident.

AUDIO FILES
CASE #: xxxx 03_28_18

Investigator(s) Name: Alan Kaatz, Manager – Workplace Investigations

Total Number of Audio Files: 9

File Names:

Complaining Party(s)

Audio - xxxx - 04-17-18, AK, xxxx

Audio - xxxx - 04-17-18, AK, xxxx

Audio - xxxx - 04-17-18, AK, xxxx

Audio - xxxx - 04-17-18, AK, xxxx

Audio - xxxx - 05-02-18, AK, xxxx

Audio - xxxx - 05-02-18, AK, xxxx

Subject of Investigation(s)

Audio - xxxx - 06-13-18, AK, xxxx

Witnesses

Audio - xxxx - 04-19-18, AK, xxxx

Audio - xxxx - 05-09-18, AK, xxxx

EXHIBIT B
ADDITIONAL SERVICES

EXHIBIT C
CERTIFICATES OF INSURANCE

EXHIBIT D

W-9 FORM