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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF SANTA CLARA**

12 **RAJEEV BATRA;**

13 Plaintiff,

14 vs.

15 **CITY OF SANTA CLARA; and DOES 1-**
16 **20, inclusive,**

17 Defendants.

Case No.: 19CV342946

COMPLAINT FOR DAMAGES

1. **NEGLIGENT MISREPRESENTATION**
2. **BREACH OF ORAL CONTRACT**

18
19 COMES NOW PLAINTIFF and hereby alleges as follows:

20 **PARTIES**

21 1. Plaintiff RAJEEV BATRA is an individual who, at all times relevant, resided in
22 Santa Clara County, California, and was employed by and worked for Defendants in Santa Clara
23 County, California.

24 2. Defendant CITY OF SANTA CLARA is a public charter city who, at all times
25 relevant, employed Plaintiff within Santa Clara County, California, acted directly and indirectly
26 in the interest of Defendants in relation to Plaintiff, and committed and directed the actions and
27 inactions as herein alleged in Santa Clara County, California.

28 3. Plaintiff is presently unaware of the true names and capacities of Defendants sued

1 eventual resignation, Plaintiff was assured by Liz Brown, the Defendant's Human Resources
2 Director, that the City Council would agree to pay additional compensation if, after resigning
3 from the position of Public Works Director, Plaintiff would agree to serve as a contractor as
4 Acting City Manager, and that the City Council had done so in similar situations before. Plaintiff
5 reasonably and foreseeably relied on this statement in deciding to resign early from his Public
6 Works Director position and continue solely as Acting City Manager, a contract position, until a
7 permanent City Manager could be hired.

8 12. Plaintiff served in both roles for approximately one year before announcing his
9 intent to resign from City employment as a Public Works Director, effective March 30, 2017.
10 Plaintiff thereafter remained in his contract role as Acting City Manager per said agreement with
11 Defendants.

12 13. On March 17, 2017, the City Council heard and approved a petition to increase
13 Plaintiff's salary commensurate with other, similarly situated City managers, and providing
14 Plaintiff additional compensation. As such, Defendants agreed to supplement Plaintiff's
15 compensation benefits.

16 14. On September 7, 2017, Plaintiff sent another letter to the Mayor and City Council,
17 tendering his resignation as Interim City Manager, effective September 27, 2017, and requesting
18 an update on his additional compensation package, as agreed.

19 15. At Defendants' request, Plaintiff subsequently sought, paid for, received, and
20 presented to Defendants a City-requested written opinion from the law firm Berliner Cohen,
21 declaring the legality of the agreed additional compensation payments, further securing said
22 contract.

23 16. Plaintiff provided the written opinion to the Mayor, Councilmembers, and Human
24 Resources Director Liz Brown, and required that his agreement be honored, which Defendants
25 ultimately refused in bad faith.

26 17. Plaintiff timely presented his Governmental Claim and brings this action within
27 (6) six months of the Defendants' rejection of the claim.

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1 **FIRST CAUSE OF ACTION**

2 (Negligent Misrepresentation)

3 As Against All Defendants

4 18. Plaintiff incorporates herein by reference each of the preceding paragraphs as
5 though set forth in full.

6 19. Defendants, directly and indirectly, made knowing, negligent, and/or recklessly
7 false and misleading statements about its ability to provide additional compensation benefits to
8 Plaintiff and to induce Plaintiff to leave his employment early and accept a contractor position.

9 20. Defendants foreseeably knew and intended that Plaintiff would rely on
10 Defendants' misrepresentations regarding Plaintiff's ability to earn additional compensation
11 when determining whether to accept the appointment as Interim City Manager and for
12 determining when to resign from his City employee position as Public Works Director.

13 21. Plaintiff reasonably relied on Defendants' representations and Plaintiff resigned
14 from his City employee position as Public Works Director, and accepted the Defendants' offer to
15 continue working as the Interim City Manager position as a non-employee, contractor position.
16 This transition from City employee to contractor resulted in a loss of compensation to Plaintiff,
17 and, combined with Defendants' subsequent failure to grant Plaintiff the promised additional
18 compensation benefits, caused Plaintiff severe and extreme emotional distress not otherwise
19 compensable under California's Workers' Compensation system, and in amounts according to
20 proof.

21 22. As a direct and proximate result of Defendants' negligent misrepresentations
22 and/or omissions, Plaintiff has suffered significant financial loss in amounts in excess of this
23 court's minimum jurisdictional limits and according to proof.

24 WHEREFORE, Plaintiff seeks relief as hereinbelow set forth.

25 **SECOND CAUSE OF ACTION**

26 (Breach of Oral Agreement)

27 As Against All Defendants

28 23. Plaintiff incorporates herein by reference each of the preceding paragraphs as
though set forth in full.

1 24. Defendants' oral approval of the additional compensation benefits for Plaintiff at
2 the March 17, 2017 City Council meeting in exchange for Plaintiff remaining as Interim City
3 Manager on a contract basis after resigning from City employment created a valid and binding
4 oral agreement between Plaintiff and Defendants.

5 25. The oral agreement acknowledged between Plaintiff and Defendants in a public
6 City Council session, and additionally confirmed in closed session by the Council, required the
7 City to pay additional compensation to Plaintiff post resignation from his employment position.

8 26. Defendants have breached the oral contract by refusing to honor said agreement
9 with Plaintiff.

10 27. Plaintiff has performed all of his obligations under the oral contract, and
11 Defendants are estopped from claiming Plaintiff's failure to perform under the principle of
12 equitable promissory estoppel.

13 28. Defendants are also equitably estopped from denying Plaintiff's promised
14 supplemental compensation based on Defendants' said representations and interference with
15 Plaintiff's otherwise continuing employment-related compensation.

16 29. As a direct and proximate result of Defendants' breach of contract, Plaintiff has
17 suffered and continues to suffer special damages in amounts according to proof.

18 WHEREFORE, Plaintiff seeks relief as hereinbelow set forth.

19
20 **PRAYER**

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

23 **UNDER THE FIRST CAUSE OF ACTION:**

- 24 1. For general damages in an amount according to proof;
- 25 2. For special damages in an amount according to proof;
- 26 3. For pre-judgment interest at the legal rate; and
- 27 4. For such other and further relief as the Court deems prudent.
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UNDER THE SECOND CAUSE OF ACTION:

1. For special damages in an amount according to proof;
2. For pre-judgment interest at the legal rate; and
3. For such other and further relief as the Court deems prudent.

Respectfully submitted,

Dated: February 8, 2019

ADVOCACY CENTER FOR EMPLOYMENT LAW

By: _____



STEVEN P. COHN, ESQ.

PHILIP BRODY, ESQ.

Attorneys for Plaintiff