



AGENDA

Special Meeting

City Council Chamber - 1243 National City
Boulevard, National City, CA

Ron Morrison, Mayor

Marcus Bush, Vice-Mayor – District 4

Luz Molina, Councilmember- District 1

Jose Rodriguez, Councilmember -District 2

Ditas Yamane, Councilmember – District 3

Scott W. Huth, Interim City Manager

Barry J. Schultz, City Attorney

Shelley Chapel, MMC, City Clerk

The City Council also sits as the City of National City Community Development Commission, Housing Authority, Joint Powers Financing Authority, and Successor Agency to the Community Development Commission as the National City Redevelopment Agency

Thank you for participating in local government and the City of National City Council Meetings.

Meetings: Regular City Council Meetings are held on the first and third Tuesday of the month at 6:00 p.m. Special Closed Session Meetings and Workshops may be same day, the start time is based on needs. Check Special Agendas for times.

Location: Regular City Council Meetings are held in the Council Chamber located at City Hall, 1243 National City Boulevard, National City, CA 91950, the meetings are open to the public.

Agendas and Material: [Agendas and Agenda Packet](#) for items listed are available on the City website, and distributed to the City Council no less than 72 hours before the City Council Meeting. Sign up for [E-Notifications](#) to receive alerts when items are posted.

Public Participation: Encouraged in a number of ways as described below. Members of the public may attend the City Council Meeting in person, watch the City Council Meeting via [live](#) web stream, or participate remotely via [Zoom](#). [Recording of Meetings](#) are archived and available for viewing on the City's website.

To listen to the live stream in Spanish, you must register for Zoom prior to the meeting for access.

All Zoom registration must be completed **two (2)** hours prior to the City Council Meeting for access.

Public Comment: Persons wishing to address the City Council on matters not on the agenda may do so under Public Comments. Those wishing to speak on items on the agenda may do so when the item is being considered. Please submit a Speaker's Slip to the City Clerk before the meeting or immediately following the announcement of the item. All comments will be limited up to three (3) minutes. The Presiding Officer shall have the authority to reduce the time allotted to accommodate for a large number of speakers. (*City Council Policy 104*)

All written comment must be submitted no later than **four (4)** hours prior to the start of the meeting to allow time for distribution to the City Council.

EFFECTIVE JANUARY 1, 2023

All Contributions to Candidates and Current Elected Officials are required to self-report a Declaration of Campaign Contribution to a Councilmember of more than \$250 within the past year (effective Jan 1, 2023). This report may be included on the Public Comment Speaker Slip to be completed prior to the City Council Meeting.

Spanish Interpretation Services: Spanish Interpretation Services are available; please contact the City Clerk before the start of the meeting for assistance.

American Disabilities Act Title II: In compliance with the American Disabilities Act of 1990, persons with a disability may request an agenda in appropriate alternative formats as required by Title II. Any person with a disability who requires a modification or accommodation to participate in a meeting should direct such request to the City Clerk's Office (619) 336-4228 at least 24 hours in advance of the meeting.



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Gracias por participar en las reuniones del gobierno local y del Consejo de la Ciudad de National City.

Reuniones: Las reuniones regulares del Consejo Municipal se llevan a cabo el primer y tercer martes del mes a las 6:00 p.m. La reunión especial de sesión privada y los talleres pueden ser el mismo día, la hora de inicio se basa en las necesidades. Consulte las agendas especiales para conocer los horarios.

Ubicación: Las reuniones regulares del Concejo Municipal se llevan a cabo en la Cámara del Consejo ubicada en el Ayuntamiento, 1243 National City Boulevard, National City, CA 91950, las reuniones están abiertas al público.

Agendas y Material: Las Agendas y el Paquete de Agenda para los temas enumerados están disponibles en el sitio web de la Ciudad y se distribuyen al Concejo Municipal no menos de 72 horas antes de la Reunión del Concejo Municipal. Regístrese para recibir notificaciones electrónicas cuando se publiquen artículos.

Participación pública: Se fomenta de varias maneras como se describe a continuación. Los miembros del público pueden asistir a la Reunión del Concejo Municipal en persona, ver la Reunión del Concejo Municipal a través de la transmisión web en vivo o participar de forma remota a través de Zoom. Las grabaciones de las reuniones están archivadas y disponibles para su visualización en el sitio web de la Ciudad.

Para escuchar la transmisión en Español, registration por Zoom es requerido antes del comienzo de la sesión.

Todo registro para la transmisión por Zoom debe completarse **dos (2)** horas antes de la Reunión del Concejo Municipal.

Comentario Público: Las personas que deseen dirigirse al Concejo Municipal sobre asuntos que no están en la agenda pueden hacerlo bajo Comentarios públicos. Quienes deseen hacer uso de la palabra sobre los temas del programa podrán hacerlo cuando se esté examinando el tema. Por favor, envíe una solicitud del orador al Secretario de la Ciudad antes de la reunión o inmediatamente después del anuncio del artículo. Todos los comentarios estarán limitados a tres (3) minutos. El Presidente tendrá la autoridad para reducir el tiempo asignado para dar cabida a un gran número de oradores. (Política del Concejo Municipal 104)

Si desea enviar comentarios por escrito, envíe un correo electrónico a la Oficina del Secretario de la Ciudad al menos 1 hora antes de la Reunión del Consejo Municipal para dar tiempo a la distribución al Consejo Municipal.

Todos comentarios deben estar sometidos a más tardar **cuatro (4)** horas antes del comienzo de la sesión.

A PARTIR DEL 1 DE ENERO DE 2023

Todas las contribuciones a los candidatos y funcionarios electos actuales deben autoinformar una Declaración de contribución de campaña a un concejal de más de \$ 250 en el último año (a partir del 1 de enero de 2023). Este informe puede incluirse en el Recibo del orador de comentarios públicos que se completará antes de la reunión del Concejo Municipal

Servicios de interpretación en español: Los servicios de interpretación en español están disponibles, comuníquese con el Secretario de la Ciudad antes del inicio de la reunión para obtener ayuda.

Título II de la Ley de Discapacidades Americanas: En cumplimiento con la Ley de Discapacidades Americanas de 1990, las personas con discapacidad pueden solicitar una agenda en formatos alternativos apropiados según lo requerido por el Título II. Cualquier persona con una discapacidad que requiera un modificación o adaptación para participar en una reunión debe dirigir dicha solicitud a la Oficina del Secretario de la Ciudad (619) 336-4228 al menos 24 horas antes de la reunión.



AGENDA

Special Meeting

Tuesday, September 2, 2025, 4:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA

Pages

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE TO THE FLAG
4. PUBLIC COMMENT (Public Comment will be restricted to Agenda Items Only)
(Public Comment will be restricted to Agenda Items only)

5. CLOSED SESSION

5.1 CONFERENCE WITH LABOR NEGOTIATORS

Government Code Section 5457.6

Employee Organizations:

Municipal Employees' Association (SEIU, Local 221),

National City Firefighters Association (Local 2744), and

Police Officers Association (POA),

Unrepresented Groups: Executive, Confidential, and Management

Agency Designated Representatives:

Steven Berliner (Labor Negotiator)

Scott Huth (Interim City Manager)

Bruce Foltz (Finance Director)

Alicia Hicks (Human Resources Director)

Conchita Waite (Human Resources)

5.2 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant Exposure to Litigation

Government Code Section 54956.9(d)(2)

Number of Potential Cases: 1

5.3 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant Exposure to Litigation

Government Code Section 54956.9(e)(3)

Claimant: Josie Flores Clark

6. ADJOURNMENT

GILLEON LAW FIRM

A PROFESSIONAL CORPORATION

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August 26, 2025

Mayor Ron Morrison
City of National City
1243 National City Blvd.
National City, CA 91950

Re: *Josie Clark v. City of National City et al.*

Dear Mayor Morrison:

We represent Josie Clark, who submits this Claim pursuant to Gov. Code § 910. Hyperlinks provide access to all supporting evidence, all of which is incorporated by reference into this Claim as the factual basis.

I. PARTIES TO THE ACTION

Plaintiff Josie Clark (“Clark” or “Plaintiff”) is an adult resident of San Diego County (the “County”). Clark has been employed by Defendant City of National City since July 9, 2007. At all material times, Clark worked directly for the City of National City’s Mayor Ron Morrison (“Morrison”).

Prospective Defendant¹ La Vista Mortuary, Inc. is a California corporation headquartered in San Diego County, and at all material times was licensed by the [California Cemetery and Funeral Bureau](#) (“CFB”) as a Funeral Establishment ([CFB No. 2231](#)) and Crematory ([CFB No. 414](#)). Defendant La Vista Enterprises, Inc. is a California corporation headquartered in the County. Prospective Defendant Villalobos Investment Company, Inc. is a California corporation headquartered in the County, and at all material times was owned, managed, and controlled by Prospective Defendant Micaela Polanco aka Micaela Polanco Villalobos as its Chief Executive Officer, Secretary, and Chief Financial Officer. La Vista Mortuary, Inc., La Vista Enterprises, Inc., and Villalobos Investment Company, Inc. (collectively “LVMP”) did business as La Vista

¹ “Prospective defendants” are not themselves subject to the Government Claims Act (Gov. Code § 810 et seq.). However, because this Claim also names a public entity and its employees, Plaintiff must wait until the Claim is rejected—or 45 days have passed—before filing suit. (Gov. Code § 912.4).

Memorial Park, and held a Certificate of Authority–Cemetery ([CFB No. 590](#)). At all material times, LVMP employed the following employees: Martha Hernandez (“Hernandez”), who was a licensed Cemetery Salesperson ([CFB No. 61100](#)) under Polanco’s broker license; Gabriela Magana (“Magana”), also a licensed Cemetery Salesperson under Polanco ([CFB No. 38940](#)); Rosaura Marin (“Marin”); and Pablo Bermudez (“Bermudez”).

Prospective Defendant Micaela Polanco aka Micaela Polanco Villalobos (“Polanco”) is an adult resident of Bonita, California, and at all material times was a licensed Cemetery Broker ([CFB No. 1119](#)), Cemetery Manager ([CFB No. 286](#)), Funeral Director ([CFB No. 3084](#)), and Crematory Manager ([CFB No. 851](#)) for LVMP. Polanco is married to Prospective Defendant Maria Luisa McCarthy (“McCarthy”), who at all materials times resided in Bonita with Polanco and acted as Polanco’s partner in the management and operation of LVMP as a self-proclaimed “owner” and its “Executive Director.” In March 2007, McCarthy obtained a licensed Cemetery Salesperson license ([CFB No. 39315](#)). Polanco and McCarthy are coercive actors with malignant personalities who deceive, dominate, manipulate, and gaslight people around them as techniques of psychological abuse designed to make themselves feel they are in control of the people, places, and things in their worlds.

Prospective Defendant Patricia Teran aka Patricia Teran-Vega (“Teran”) is an adult County resident, and at all material times was a licensed Cemetery Salesperson ([CFB No. 57385](#)) operating under Polanco’s broker license, and was employed by LVMP as a Family Services Counselor. Prospective Defendant Scott Richard Hamilton (“Hamilton”) is an adult County resident, and at all material times was employed by LVMP as a Mortuary Supervisor.

Respondent City of National City (“City”) is a public entity governed by a [City Council](#)—a legislative body composed of five Councilmembers: the [Mayor](#), who is elected at large (citywide), and four Councilmembers² elected by voters within [four distinct districts](#). The Council makes all land-use decisions after hearing recommendations from a [Planning Commission](#), which consists of appointed community members and relies on technical guidance from the [Planning Division](#) of the City’s Community Development Department. The Planning Division also assists developers and residents with project coordination and compliance. It is well understood—and widely practiced—that mayors and other city leaders routinely meet with developers to help recruit investment, advance public-private partnerships, and steer local development initiatives.³ Yet this standard function has perversely become a basis for Polanco

² Luz Molina, Marcus Bush, Ditas Yamane, Jose Rodriguez

³ See, e.g., the Mayor’s Leadership Role in Economic Development (Mayors must proactively initiate and facilitate economic development strategies, including engaging stakeholders and private developers) [planning.blogspot.com](#); and “Mayors play an integral role in urban development ... by collaborating with ... developers” [socialstudieshelp.com](#).

and McCarthy’s allegations, recast as evidence of covert wrongdoing rather than ordinary governance.

Respondent Jose Rodriguez (“Rodriguez”) is an adult County resident, and at all material times was a City Councilmember, an “*elected official*” as defined by Gov. Code § 815.3, and a “*supervisor*” as defined by Gov. Code § 12926(t). At all material times, he was bound by the mandatory duties contained in the City’s [Code of Ethics and Conduct](#) (“Policy 119”). On July 30, 2025, Rodriguez confirmed his [intention](#) to campaign for the City’s mayoral seat.

Respondent Lydia Flores-Hernandez (“Flores-Hernandez”) is an adult County resident, and at all material times was employed by the City as its “*Human Resources Director*” to carry out the duties of the City Manager’s office. At all material times, she was a “*supervisor*” as defined by Gov. Code § 12926(t), and was bound by the mandatory duties contained in Policy 119.

Respondent Elyana Delgado (“Delgado”) is an adult County resident, and at all material times was employed by the City as a “*Recreation Supervisor & Miss National City Liaison*” to carry out the duties of the Community Services Director. Respondent Juanita Castaneda (“Castaneda”) is an adult County resident, and at all material times was employed by the City as a “*Recreation Supervisor & Miss National City Liaison*” to carry out the duties of the Community Services Director. Respondent Ron Williams (“Williams”) is an adult County resident, and at all material times was employed by the City as its “*Information Technology Manager*” to carry out the duties of the City Manager’s office. Respondent Karla Apalategui (“Apalategui”) is an adult County resident, and at all material times was an employee of the City, the President of the National City Municipal Employee Association (“MEA”), and sat on the Executive Board of MEA’s exclusive representative, SEIU Local 221. City employees regarded Apalategui, Delgado, Castaneda, and Williams as a group of contentious employees, collectively known as the “*Clique*.” At all material times, each member of the Clique was a “*supervisor*” as defined by Gov. Code § 12926(t) and bound by the mandatory duties contained in Policy 119.

At all material times, Respondents were bound by the mandatory duties stated in California’s Fair Employment and Housing Act, Gov. Code, § 12900 et seq. (“FEHA”), e.g., the duty not to harass, retaliate, or otherwise discriminate against Clark because of her gender or protected activity. At all material times, Respondents and Prospective Defendants were prohibited by Civ. Code § 51(b) (Unruh Civil Rights Act) and by Civ. Code § 52.1 (Bane Act) from harassing or otherwise discriminating against Clark because of her gender.

II. STATEMENT OF FACTS

This Claim arises from a personal tragedy suffered by Josie Clark and her family on November 11, 2024, when she discovered the decomposing body of her 43-year-old nephew, Javier

Francisco Escarsega II (“Javier”), who was [born on May 30, 1981](#). Clark treated and referred to Javier as her “son” and “mijo.” In most workplaces, such a loss is met with compassion, not exploitation. What occurred in the aftermath—both with former close friendships (namely Polanco and McCarthy) and within her workplace at City Hall—was anything but normal. Because of the overlapping events, statements, and actions spanning nearly nine months, the account that follows is not simply a chronology—it is a reconstruction built from multiple forms of evidence, arranged to make a complicated story clear to the reader.

Instead of attachments, all supporting materials are provided through the use of [hyperlinks](#), most of which will direct any electronic device being used to read this Claim to a Google Drive folder owned and controlled by Gilleon Law Firm, APC, which holds the documents, photographs, videos, etc. When possible, the hyperlinks will direct the device to public web pages, e.g., references to California’s Cemetery and Funeral Bureau, the City’s web pages, news articles, etc.

The terms “gaslight,” “gaslighting,” and “gaslit” appear throughout this Claim to describe recurring patterns of conduct by Respondents, Prospective Defendants, and their associates. These terms are not employed for rhetorical effect, but to identify conduct in which deception was the intended strategy from the outset. The Oxford English Dictionary defines “gaslighting” as “*the action of manipulating someone by psychological means into doubting their own perceptions, memories, or understanding.*” Its core meaning is a calculated effort to mislead—particularly when objective evidence undermines the manipulator’s position—making denial, distortion, and fabrication the preferred tools over honest acknowledgment.

In the coming pages, this pattern of distortion and irony will be revisited in detail. For now, the narrative turns to the deep personal context that made these events so devastating—beginning with the Clark family’s long and meaningful history at La Vista Memorial Park.

A. Legacy of Burials at La Vista Memorial Park

The Clark family’s interments at LVMP span multiple generations, reflecting what is often referred to in the funeral and cemetery industry as a “legacy”—a tradition in which a cemetery becomes the chosen resting place for members of the same family across decades. That legacy begins with Clark’s sister, Yolanda Escarsega (“Yolanda”), whose death in April 1992 is central to this matter and to the events that follow.

Yolanda’s death will be addressed in greater detail later. At the time, she and her son, Javier, had briefly taken refuge with her (and Clark’s) mother in San Diego, having fled Sacramento, where they had lived with Javier’s abusive father, Javier Francisco Escarsega Jr. (“Javier Frank”). When Javier Frank discovered their whereabouts and traveled to San Diego intending to force them back, Yolanda tragically ended her life. She was buried at LVMP, where Clark’s (and Yolanda’s)

grandfather was also buried three years later. After her death, Javier returned to Sacramento with his father, Javier Frank.

Eight years after Yolanda's death, on September 30, 2000, a woman with whom Javier was in a relationship gave birth to a boy, who was named Javier Francisco Escarcega III. The boy's [birth certificate](#) identified Javier as the "*Father of Child*." The boy was later adopted by Guadalupe Lopez, a man who became his legal father, and his name was changed to Daniel Gary Henry Lopez ("Lopez"). His [birth certificate](#) was also amended to reflect Lopez's new name and to identify Guadalupe Lopez as his father. Pursuant to Cal. Probate Code § 6451, the adoption "*sever[ed] the relationship of parent and child*" between Javier and Lopez.

Javier lived with his father until Javier Frank passed away in September 2005. Javier was supposed to inherit the family home, but Javier Frank's family took possession of the home and expelled him. At 24 years old and homeless, Javier found his way back to San Diego, where Clark took him into her home and treated him as part of her immediate family. Clark referred to Javier as her son, and Clark's other children treated him as their brother.

In June 2008, Clark's father passed away and was buried at La Vista Memorial Park, near Yolanda and Clark's grandfather. Around that time, Clark wrote about her [family's legacy](#) at La Vista Memorial Park, and her budding friendship with Polanco and McCarthy, in a testimonial⁴ that remains on LVMP's website, as follows:



That friendship would grow significantly over the years. Between 2008 and November 2024, Polanco and McCarthy developed a close friendship with Clark and her family. The Clarks attended Polanco and McCarthy's wedding as well as McCarthy's daughter's quinceañera, and the couples welcomed each other's families into their homes for gatherings, parties, and holiday dinners. Polanco and McCarthy also leveraged Clark's position as the Mayor's assistant, accompanying her to City events to network for LVMP.

⁴ Mayor Morrison's testimonial—another former friend of Polanco and McCarthy—still appears on their website.

On May 31, 2021, Clark’s mother passed away and was buried in the same plot as Clark’s father. McCarthy attended the funeral as a mourner, with Teran and Hamilton present as LVMP employees. Despite this long-term friendship, Clark was never close enough to Polanco or McCarthy to perceive the patterns of conduct characterized by manipulation and lack of empathy. Those traits surfaced with devastating clarity in November 2024, when Polanco and McCarthy turned to gaslighting—accusing Clark of the very misconduct they themselves were committing. Exploiting their roles as morticians, with control over her son’s remains, they manipulated Clark’s grief to deceive and dominate her, ultimately sabotaging development of the real property adjacent to LVMP that they sought to acquire.

B. Polanco v. the California Cemetery and Funeral Bureau

On [February 3, 2023](#) and [February 15, 2023](#), the CFB cited and fined Polanco for “unprofessional conduct ... by failing to submit the marker proof approval for a decedent’s headstone until after Bureau involvement and further, installing said headstone on the wrong grave.” The CFB also cited and fined LVMP for “unprofessional conduct,” on [February 3, 2023](#) and [February 15, 2023](#), related to fees LVMP was charging its customers for headstones.

C. Polanco v. the San Diego County Air Pollution Control District

The following year brought new trouble for Polanco and McCarthy, particularly when County’s Air Pollution Control District (“APCD”) discovered through “source testing” that for at least four months in 2024, LVMP’s crematory had been exposing the citizens of National City to nearly three times the high-end limit of “[particulate matter](#)” emitted during the cremation of expired humans. When the APCD air-tested LVMP’s crematory on [August 15, 2024](#), it “failed due to exceeding their particulate matter emissions permit condition.” Polanco was [cited](#) in “[T]wo Notice of Violations (one for each source test exceedance),” the most recent on, “**August 15, 2024 Source Test Results: Particulate Matter results: 0.27 gr/dscf ... the crematory exhaust stack total particulate grain loading shall not exceed 0.10 grains/dscf at 12% CO2 by volume excluding auxiliary fuel CO2. (Rule 53.d.2)**” (emphasis and hyperlink in original).

LVMP’s response was not to accept responsibility, but instead to attack the messenger, accusing the APCD of unspecified misconduct. The agency—vested by statute with the authority to safeguard the public by inspecting crematories and enforcing air quality standards—swiftly [dismantled McCarthy’s accusations](#), making clear that its actions were lawful, necessary, and firmly supported by the evidence:

To address Luisa [McCarthy’s] concern about a potential conflict of interest with SDAPCD conducting the source test and then enforcing the result - I would like to

reply that La Vista has the right to hire their own source test company to conduct the source test as stated in Permit Condition 15.

In an email dated [November 4, 2024](#), asking Clark for help with a City business license issue, Polanco openly acknowledged her crematory's ongoing air pollution troubles:

I have been extremely busy with an audit and also ***going up to the Air Pollution Board due to us not being [able] to pass the Source test. We have not been able to operate our crematory as usual.*** So I am super stressed right now trying to fix everything to get back to normal. (emphasis added).

Less than a month later, McCarthy, LVMP's "Executive Director" (and holder of a [Delinquent CFB License](#)) would step onto her soon-to-be well-worn City Hall soapbox to proclaim LVMP's "highest standards of air pollution control." She was using projection to hypocritically chastise LVMP's competitor, Robert Zakar ("Zakar"), and members of his honorable, civic-minded family, Eddy Brikho and Joey Brikho (the "Brikhos") about their request for a categorical exemption ([Class 32](#)) from the California Environmental Quality Act ("CEQA"). Mortician that she is, McCarthy managed a deadpan calm as she hurled a stone⁵ straight through her own glass house—a moment worth both reading and watching.

With the straight face⁶ only a mortician in her own glass parlor could muster, McCarthy delivered these shameless lines—ones that deserve to be both read and watched:

Hello, my name is Luisa McCarthy... we have a crematorium ... and ***we have to go above and beyond to ensure that we are held to the highest standards of air pollution control.*** And it is a lot of money, but you have to do what you have to do in order to comply and make sure that it's done right. ***So I can't be here in a conscious [sic] mind*** and not ask for the same.... If we have to do it right and ... we serve the community of National City and at large, then the people also deserve to have that, right? ***If I put myself in their shoes and I live there and wake up to the fumes every day,*** in the morning, at night, throughout the day with my kids, et cetera, et cetera, that would be a big red flag. So I just say, just do it, right? ... ***[I]t's only the right thing to do.*** (emphasis added).

⁵ At the Council meeting on January 21, 2025, McCarthy's wife, Polanco, would [hurl her own](#): "I would like to see fewer ... pollution-generating businesses," noting that the City was in "the top percentage of pollution, top asthma."

⁶ Six months later, McCarthy's hypocritical crusade against air pollution and hidden records showed no signs of slowing down, appearing on [Fox News](#) to accuse another kettle of being black—this time, a biofuel company: "Local business owner Luisa McCarthy also brought forward letters from the California Air Resources Board she believes were also not disclosed. 'Where it stipulates in bold about how the project will further expose residents to elevated levels of pollution,' McCarthy said."



D. Polanco v. The Zakar Family (aka The Brikhos)

Back in July 2024, Zakar and his own funeral home, East County Mortuary, Inc. (“ECMI”), formalized their National City operations (“[AAA Cremations](#)”) a couple of miles from LVMP. Clark and Zakar knew each other through Zakar’s cousins, Eddy and Joey. Polanco was well aware of Clark’s friendship with Zakar and the Brikhos, who Polanco referred to as “*your Iraqi friends*” when speaking to Clark.

Polanco, McCarthy, and LVMP did not welcome the competition from Zakar and AAA Cremations, especially when its crematory was failing air pollution tests. In particular, Polanco and McCarthy feared that Zakar would compete with them in retail flower sales, which comprised a substantial portion of LVMP’s revenue. In August 2024, Zakar sent Clark a text asking for Polanco’s telephone number. Zakar called Polanco and left her a voicemail, but she never returned his call. On October 29, 2024, ECMI filed documentation with the County of San Diego after issuing public notice to begin doing business as AAA Cremations.

In early November 2024, the City mailed a [Notice of Public Hearing](#) for “*a proposed development comprised of a new service station, convenience store with request for off-sale alcohol (ABC Type-21), drive-through car wash, drive-through eating place, and five residential units with a zone variance request*” (“the Project”). Polanco was the first addressee on the [mailing list](#) for the November 8 notice: “*Rec #: 1 ... Villalobos Investment Co Inc,*” addressed to LVMP’s address at 3191 Orange St, National City. The Project was proposed “*to be located on vacant properties on the north side of Sweetwater Road between Olive Street and Orange Street*” owned by Muraoka Enterprises, Inc. and Emerald-Gold, LLC (“the Project property” or “the Muraoka property”), and leased to Zakar and the Brikhos (“the Zakar family”).

E. Clark Discovers Javier’s Body

On November 11, 2024, having not heard from Javier and learning he had not shown up for work, the Clark family contacted the Sheriff’s Department who met them at Javier’s home in Boulevard, CA. In the Sheriff’s Incident Report, Dep. Mario Saldana described Clark’s traumatic discovery of her son’s body:

I advised the family that although it was a unique situation, there were not exigent circumstances for me to legally force entry into the home. The family understood and advised me that they were going to force entry into the home themselves. Law enforcement stood by while a window was breached by family members. At about 1220 hours, the family opened the front door, and I followed them inside. Clark walked directly to Escarsega's bedroom and discovered Escarsega on the bathroom floor, face down. Clark gave out a scream and all deputies followed. I was a few steps behind Clark when she discovered Escarsega. I positioned myself between Escarsega and Clark while Clark sat on Escarsega's bed and family ultimately assisted in taking her outside the residence. I looked at Escarsega and noticed obvious signs of death to include livor mortis, rigor mortis, bloated body, and bodily fluids around his body. There was also feces around different areas of the bathroom. No life saving measures were attempted.

On November 12, 2024, the County Medical Examiner performed an [autopsy](#) on Javier's body, concluding the "Cause of Death" was "Sudden death associated with cardiac dilatation of unknown etiology." The Medical Examiner wrote, "The autopsy demonstrated [a] moderately decomposed man with no significant traumatic injuries.... Toxicological testing detected alcohol in his liver (0.027%; probably due to decomposition) and no common drugs of abuse."

F. Three Morticians: One with Integrity, Two with Hidden Agendas

On November 13, 2024, at 9:39 a.m. Polanco [texted](#) condolences to Clark, writing, "Josie, I just heard what happened with your son I am so sorry Just want you to know that I am here for you." Clark called Polanco and left a voicemail, later [replying by text](#), "it's an indescribable pain."

Given her family's legacy with LVMP, it went without saying that Clark wanted Javier buried in the same cemetery as his mother, grandmother, grandfather, and great-grandfather. The same day, around 3:00 p.m., Clark spoke to Polanco and emphasized that she wanted Javier buried near Yolanda before she left on December 2, 2024, for a trip to Virginia to spend a month with her daughter who was giving birth. Clark asked Polanco if the burial could take place on November 23, 2024, [texting](#), "Can we have a service and everything next Saturday?" Polanco replied that a November 23 burial was possible: "It will depend on when he is released into our care."

Later in the evening, Clark [sent a text](#) to Polanco and McCarthy, saying, "Thank you both so much. I appreciate and love you both very much ... Your thoughtfulness will always remain in my heart, you are here for me." McCarthy replied, "My dearest Josie, our hearts are broken just knowing you are in such immense pain. A pain like no other. Please know you are not alone. We love you very much." Javier's body was released to LVMP's care the following day, November 14, 2024.

G. LVMP's Binding Promise to Clark: Javier Will Be Buried with His Mother

The next day, November 15, 2024, Clark met with Polanco at LVMP to sign funeral contracts and submit vital information to the County for Javier's death certificate. Pursuant to Cal. Health

& Safety Code § 7100, Clark had the unequivocal “*right to control the disposition of [Javier’s] remains.*”

Clark was horrified to hear from Polanco, however, that the County would not allow Javier’s body to be buried because of its condition and odor. Polanco told Clark that cremation was her only option. Cremation was not a part of the Clark’s family legacy of casket burials, and it conflicted with some of her family members’ religious beliefs. Clark asked, “*Can they do that?*” and Polanco replied, “*Absolutely.*” The truth: absolutely not. The County does not refuse burials due to odor or decomposition, but Clark had no reason to believe Polanco’s assurance was false.

1. LVMP and Clark Enter Into Written Contracts for Javier’s Funeral

In reliance on Polanco’s representation, on November 15, 2024, Clark executed the following six documents (collectively “November 15 Documents”): a) La Vista Memorial Park Interment/Entombment/Disinterment Authorization Form (“[Interment Authorization](#)”); b) La Vista Crematory Authorization for Cremation (“[Cremation Authorization](#)”); c) Cemetery Interment Rights, Merchandise, and Services Purchase/Security Agreement, numbered 25773, which referred to a separate headstone contract numbered 25774 (“[Cemetery Contract No. 25773](#)”), d) a second Cemetery Interment Rights, Merchandise, and Services Purchase/Security Agreement, numbered 25774, for a headstone aka marker (“[Headstone Contract No. 25774](#)”), e) Statement of Funeral Goods and Services Selected/Purchase Agreement (“[Cremation Contract No. 24141](#)”), and f) Declaration for Disposition of Cremated or Hydrolyzed Human Remains (“[Disposition Declaration.](#)”)

LVMP also executed the November 15 Documents, which included three contracts, Cemetery Contract No. 25773, Headstone Contract No. 25774, and Cremation Contract No. 24141 (collectively “November 15 Contracts”) agreeing that Javier’s body would be cremated, the remains placed in a “*small cremation*” container, which would be lowered into Yolanda’s plot and placed inside the vault containing her casket. The funeral service would be witnessed graveside by a “Large Service 40+” of friends and family. Pursuant to the Headstone Contract, a 28” x 16” Oxford Granite headstone would mark Yolanda’s plot to memorialize the mother and son resting below:



For Cemetery Contract No. 25773, LVMP unilaterally gave Clark a “friends and family” rate of \$6,340.36, writing “*Gratis*” to indicate a reduction of “\$6,328.86.” Cremation Contract No. 24141 stated that “*total charges*” were “\$1,602.12” but that “*La Vista Mortuary to pay cremation*” in the amount of “\$1,495.00,” with a “*balance do*” (due from Clark) of \$107.12. Headstone Contract No. 25774 totaled \$1,296.40 without any indication of reduced charges, except that LVMP was providing “*accidization*” (acidization/cleaning) at “*No Charge*.” The burial was tentatively scheduled for November 30, 2024. Clark paid LVMP a [deposit](#) totaling \$1,403.52.

2. LVMP Botches Javier’s Death Certificate

As LVMP’s Funeral Director, Polanco was solely responsible for providing the County with complete and accurate information to prepare Javier’s death certificate, using California’s Electronic Death Registration System (“EDRS”). Health & Safety Code § 102790 states, “*The funeral director shall obtain the required information ... from the person or source best qualified to supply this information.*” The [Funeral Director’s Handbook](#), issued by the National Center for Health Statistics states, “*An accurate death record is the responsibility of the funeral director, both as a service to the decedent’s family and as the cornerstone of the nation’s death registration system.*” Health & Safety Code § 103775 goes further, stating that a funeral director is guilty of a misdemeanor if she “*fails to furnish correctly any information in his or her possession that is required by this part, or furnishes false information affecting any [death] certificate.*” As part of this obligation, Teran verified that she completed an unbiased, objective “[blind check](#)” of the information provided by Clark.

Polanco, McCarthy, Teran, and Hamilton knew that Javier’s mother, Yolanda, was buried at LVMP, that Javier was Clark’s nephew, and that Lopez was Clark’s biological great-nephew who had been adopted when he was fifteen years old. Despite this knowledge, LVMP wrote “*Josie*

Clark, Mother” in EDRS field 26, labeled, “*Informant Name and Relationship.*” LVMP’s knowledge that Yolanda, not Clark, was Javier’s mother was made clear when it entered Yolanda’s name into EDRS fields 35, 36, and 37, for “*Mother/Parent’s Legal Birth Names.*” (McCarthy would later gaslight the public at a Council Meeting by accusing Clark, not LVMP, for “*two death certificates. Hmm. One that says ‘mother’ and the one that we asked her to rectify to say what is truthful—and that’s ‘aunt’*”).

H. Polanco v. Clark

Three days later, on November 18, 2024, Javier’s employer contacted Clark to inform her that, pursuant to company policy, the employer would pay for Javier’s burial expenses. Clark immediately contacted Polanco to tell her what Javier’s employer had said. Polanco responded that Clark would need to sign new contracts at LVMP’s full (non-reduced) rates, which amounted to a disavowal and breach of the November 15 contracts. Polanco, McCarthy, and Teran would later gaslight the public about Clark, not themselves, demanding new cemetery contracts, e.g., Teran’s comment at a Council meeting: “*La Vista gave [Clark] a free burial, right? Interment and all the services involved. And then, a couple of weeks later, she came back requesting to redo the contract with more items on it.*”

1. Clark Maintains Ethical Boundaries—Polanco Calls It Betrayal

During the November 18 call, Polanco confronted Clark about the Project, which she had learned about, either as a mail recipient written notice from the City, or from her “*neighbors*” (according to her [letter to the City](#), dated November 27, 2024) or when “*a family member of ours came in to do a marker for their loved ones ... and left me a copy of the information*” (as she said at a City Planning meeting on December 2, 2024). When Clark asked which development she was referring to, Polanco replied, “*You know, the one your Iraqi friends are planning.*”

Polanco was angry that Clark had not informed her of the Project or offered to use her position as the Mayor’s assistant to block it. Clark explained that she could not do anything that may give the appearance of a conflict of interest. Polanco nonetheless insisted that Clark schedule a meeting with the Zakar family. Correctly sensing that her friend for the past sixteen years, in possession of Javier’s remains, was turning on her, Clark agreed to sign new funeral contracts. After the call, Clark contacted Eddy, who agreed to meet with Polanco and McCarthy on November 25, 2024.

2. The Breach

Later that afternoon (November 18), LVMP began emailing Clark with demands that Lopez, Javier’s adopted-out son with no legal right of disposition, sign the November 15 Documents.

LVMP had already determined that Lopez had no right to disposition over Javier's remains and had executed the November 15 Documents based on that knowledge. Nonetheless, at 4:20 p.m., Hamilton sent Clark an [email](#), subject line, "*cremation authorization front and back pages.*" Hamilton attached three documents, two of which were duplicates of a document that described the cremation process (which Clark had signed on November 15). Apparently thinking he was sending the front of the Cremation Authorization, Hamilton wrote, "*Here is the front page and back page you signed. Both pages have space for him to sign as a second person.*" (Hamilton would not send Clark the front page until December 2, 2024).

A new document, labeled "[Affidavit](#)," was attached for Lopez's notarized signature, releasing LVMP from all legal liability. Hamilton wrote, "*Also I need him to fill out the affidavit page giving you rights. It must be notarized.*" Ten minutes later, Hamilton sent Clark another [email](#), subject line "*disposition form*," attaching a copy of the Disposition Declaration that Clark had signed on November 15. Hamilton wrote, "*I need the disposition form his signature also.*" Clark immediately forwarded all four documents to Lopez, [emailing](#), "*Hi mijó, Please follow the instructions of Scott from the mortuary. Please send it back to him and my email.*"

At the public hearing that evening (November 18) to discuss the Project, Polanco's and McCarthy's neighbors were present for public comments. After acknowledging they had received notice of the hearing, they voiced their traffic-related opposition to the Project. The hearing was continued to December 2, 2024.

The next day, November 19, 2024, in performance of the Headstone Contract, Teran [emailed](#) Clark a draft of "[the headstone proof](#)." The message carried an undertone of pressure that would steadily intensify over the following weeks: "*Keep in mind that without your signature, unfortunately I won't be able to place the order.*"

3. Polanco's Bait-and-Switch: Friendship Rate Becomes a Profit Grab

The next day, November 20, 2024, Clark [texted](#) Polanco, asking if they could meet to "*redo the contract*," as Polanco had demanded on November 18. Polanco scheduled a meeting for at 9:00 a.m. the next day. On November 21, 2024, at 8:29 a.m., Polanco [texted](#) Clark, "*Josie, I will be running a little late but Scot and Pati are already re doing [t]he contracts ... [which] will also include the overtime fees.*" Polanco never showed up for the 9 a.m. meeting.

Instead, Teran presented Clark with new documents to sign, backdated to November 15, 2024, including: 1) another cemetery contract with a new number (25784) totaling \$11,880.43 ("[Backdated Cemetery Contract No. 25784](#)") and 2) another cremation contract, number unchanged from (2024141), that totaled \$3,169.32 ("[Backdated Cremation Contract No.](#)

[2024141](#)”). LVMP did not ask Clark to sign a new headstone contract. Instead, the headstone charges, now totaling \$2,790.72, were included in the Backdated Cemetery Contract No. 25784. In sum, LVMP increased the amount it was charging Clark, from \$7,743.88 to \$15,049.75, which was a difference of \$7,305.87. (Polanco would later accuse Clark of trying to profit from her son’s death and his employer’s generosity, claiming Clark “*asked me to give her \$7,000 out of the \$15,049 the employer was to pay for cemetery and funeral arrangements*”).

Before leaving the November 21 meeting, Clark asked Teran about Hamilton’s November 18 request that Lopez sign the November 15 Documents and notarize the Affidavit. Teran told Clark that Lopez only needed to sign the Interment Authorization. Teran confirmed the same when she [emailed](#) Clark, “*Attached you will find the Interment Authorization Doc. that needs to be signed by Francisco Javier Escarsega II's son.... That's the only signature that we need from him in order for the burial to take place.*”

4. The Brikhos Get Pressured for Perks—Clark Gets Blamed

Eddy, Polanco, and McCarthy met on November 25, 2024, at a Starbucks store on Bonita Rd. in Chula Vista (“the November 25 meeting”). At [Polanco’s request](#), Clark also attended the initial part of the meeting but left before it ended. Clark was still suffering from Javier’s death, the discovery of his decomposing body, and the hostility and coercion she was receiving from long-term friends who continued to hold his remains.

Clark was particularly troubled when Polanco presented Eddy with a *quid pro quo* offer, telling him that she (and McCarthy) would not publicly oppose the Project if the Zakar family agreed to sell them alcohol and fuel at a substantial discount and paid for a large sign for LVMP. Before leaving, Clark reiterated that she could not take sides given her employment with the City. Polanco asked her to create a [group text](#), which Clark did, at 12:37 p.m., stating, “*Hello, Eddy, Joey, Luisa and Mica.*”

The Starbucks Meeting continued, during which Polanco expressed her concern that Zakar would compete with her retail flower business and build a mortuary storefront as part of the Project. They conveyed to Eddy—effectively as a threat—that they could raise any number of pretexts to oppose the Project.⁷ Eddy had little option but to agree to Polanco’s and McCarthy’s demands. Polanco stated she would prepare a written agreement to formalize the deal. Polanco’s and McCarthy’s last-minute attempt to extort the Zakar family—demanding value in exchange for withholding opposition—occurred one week before the public meeting with the City’s Planning Department on December 2, 2024.

⁷ [Cal. Penal Code §§ 518–519](#).

Under California law, extortion occurs when property or value is obtained through consent induced by wrongful threats, including threats of economic harm unconnected to any legal claim or right. Courts have held that when a party conditions silence or withdrawal of opposition on receiving a benefit, that conduct constitutes extortion as a matter of law.⁸ By contrast, there is nothing unlawful about a developer voluntarily offering benefits to surrounding residents who have no legal authority over a project. Such arrangements resemble Community Benefits Agreements,⁹ which are common contractual tools and not crimes.

5. Stalling Javier's Burial, Polanco and McCarthy Devise an Ambush

The same day as the Starbucks meeting, November 25, Lopez signed and emailed Hamilton the Interment Authorization Form that Teran had confirmed was “*the only signature [needed] from him in order for the burial to take place.*” Nonetheless, Lopez also signed and returned the [three documents](#) Hamilton had emailed Clark on November 18. As directed, Lopez backdated his signatures to November 15, 2024. At no time did Hamilton or anyone else at LVMP inform Lopez that his signature was missing on any documentation.

With the December 2 hearing approaching, Polanco stalled her promise to formalize the *quid pro quo* deal reached at Starbucks. Likewise, LVMP stalled its obligations to Clark, ensuring Javier's burial would not happen before Clark left town for her daughter's high-risk pregnancy back east. At 11:58 a.m., on November 26, 2024,¹⁰ Polanco [texted](#) Eddy directly, stating:

Thank you for making the time to meet with us. I also hope we can build a better long term relationship, especially since it started a little rocky. I need the name and address of who and where I should the letter to. Addressing everything we spoke about yesterday.

Eddy immediately replied, and provided the email addresses for Joey Brikho (“Joey”) and himself. Four hours later, at 4:33 p.m. that same day, November 26, Polanco used the group text created by Clark to [request additional information from Eddy](#)¹¹: “*I also need the following please for the agreement we spoke about yesterday: May I have your full name and the business address*

⁸ [Flatley v. Mauro](#) (2006) 39 Cal.4th 299, 327–330 (demanding payment in exchange for not publicizing allegations held to be extortion as a matter of law; litigation privilege did not apply); [Mendoza v. Hamzeh](#) (2013) 215 Cal.App.4th 799 (threats to expose alleged tax fraud in order to collect money constituted extortion).

⁹ [Community Benefits Agreements](#) are private, legally enforceable contracts between developers and community groups in which the developer agrees to provide specified community benefits (e.g., affordable housing, living wage jobs, environmental enhancements) in exchange for public support of the project.

¹⁰ Polanco, McCarthy, and their attorneys later alleged that Eddy had attempted to influence them with “offers” without offering any evidence, while withholding this two-person message showing the opposite.

¹¹ Clark remained silent on the group thread from November 26 through December 2; her first reply appears on December 3, 2024.

and or business name to whom to address the agreement to?" Eddy replied at 5:33 p.m., providing the additional information.

The following morning, Wednesday, November 27, 2024, at 10:28 a.m., Polanco [acknowledged](#) Eddy's reply, *"Thank you!"* That same day, Polanco and McCarthy wrote a [letter](#) to the City, making their opposition to the Zakar project clear:

We understand the grieving process of our families who have lost their loved ones. We have a responsibility and duty to our families to bring these issues to your attention because they are detrimental to the families that we serve and to our community. Our main concerns are for environmental issues, proper signage, lighting and traffic control for La Vista Memorial Park and surrounding areas. It is crucial for our families to avoid traffic problems or be involved in a traffic accident due to the overflow caused by this new proposed development.

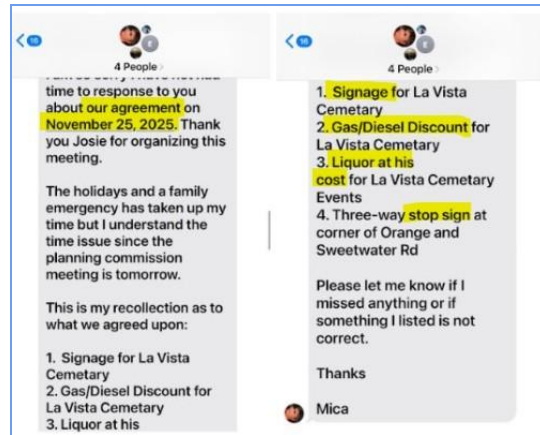
Later that evening, November 27, at 5:25 p.m., Hamilton sent Clark another [email](#) entitled *"disposition of cremated remains,"* attached a copy of the [Disposition Declaration](#) signed only by Clark, and wrote, *"Hello Josie, I need his signature on this one form below yours. You will see an x by the date."* Hamilton sent this email despite having already received Lopez's signed Disposition Authorization two days earlier, on November 25, 2024. In his email, Hamilton said nothing to Clark about the Affidavit, the Cremation Authorization that he had failed to attach to his email dated November 18, 2024, or any other document that LVMP was insisting that Lopez sign.

Two days later, Friday, November 29, 2024, having received nothing from Polanco to formalize the deal, Eddy used the group text to [follow up](#) with Polanco, writing, *"Happy Thanksgiving I wanted to follow up I thought you were going to send a letter over what we discussed the other day. I have not received anything."* The following evening, Saturday, November 30, 2024, Polanco [replied](#) to Eddy's text—also addressing Clark:

Eddie and Josie, I have not finalized the letter in regards to what we spoke about when we met on Monday over 25th. It has been the worst time to do this especially with all the Holidays. I'll get back to you in Monday [December 2]. I have had no time especially with the City Planning meeting so soon Dec 2 at 6:00 pm I need to see if we can move the meeting forward because I have had no time to read what was proposed to the City of National City or the County of SD.

The following afternoon, Sunday, December 1, 2024, Polanco again addressed *"Eddy and Josie,"* in a [text message](#) that began with a list of excuses for her delayed reply. Although Polanco would later deny it, even accusing Eddy Brikho of attempting to bribe her, Polanco's text message listed out the *quid pro quo* exchange she was demanding in return for not opposing the Project.

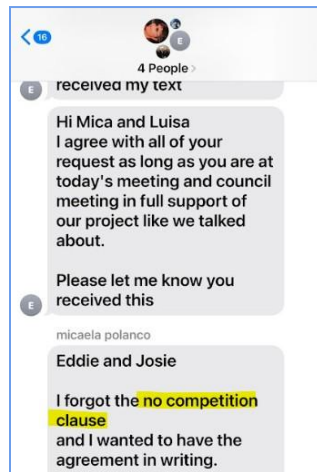
Polanco sent Eddy the following text message, which confirmed her ongoing attempted extortion, which would later be revealed as the source of “*many sleepless nights*”¹²:



The following morning, Monday, December 2, 2024, at 8:55 a.m., Eddy [replied](#), confirming he would comply with Polanco’s demands, stating, “*Everything is correct 1-Signage yes.... 2- Yes we will work with you to get you discounted diesel from our street Price. 3- Yes we will give you alchole at our Cost....*” Later, Eddy followed up, clarifying his understanding of Polanco’s demands, writing, “*I agree with all of your requests as long as you are at today's meeting and council meeting in full support of our project like we talked about.*”¹³ Continuing with her flagrant efforts to make it look like Clark was part of the deal, while confirming her fear that Zakar would use the Project to compete with her mortuary business, Polanco [replied](#), adding a term: “*Eddie and Josie I forgot the no competition clause and I wanted to have the agreement in writing*”:

¹² At the February 4, 2025 Council meeting, Polanco attempted a brazen reversal—[casting her own extortion scheme onto Eddy Brikho](#)—through a calculated display of gaslighting: “[A]fter many sleepless nights studying this project ... I was told to meet up with the developer to oppose the project. We were offered gas, liquor discounts, a sign, traffic light, et cetera, et cetera. We turned the offer down ... after ... learning more about the project”

¹³ With his texts, Eddy reaffirmed—in writing—the oral contract reached at Starbucks. While an agreement produced through extortion cannot be enforced by the extorting party (Polanco), such contracts are not automatically void; they are voidable at the election of the coerced party (Zakar family). [See](#), Civ. Code §§ [1567](#), [1569](#). Thus, Polanco and McCarthy could not enforce their demands, but the Zakara family—who engaged in no unlawful conduct—could potentially assert breach of contract. [See](#), [Flatley](#), *Id.* at 327–330.



Polanco ended her text with yet another attempt to implicate Clark in her own extortion: “*Can you and Josie both reply to this text so I can be assured this will be done please before our meeting.*” However, Joey joined the conversation, adding a tone of transparency that may have sparked Polanco’s future revolt. Joey made the mistake of telling Polanco that his family was not going to violate any rules, [writing](#), “*We will do our best to cooperate with an all City guidelines so that we can make sure we are always in compliance and accommodate your request.*”

Meanwhile, LVMP continued to stall Javier’s burial. At 10:15 a.m. (December 2), Hamilton sent Clark an [email](#) with the subject line, “*FRONT OF AUTHORIZATION*” (All caps in original), and attached the [Cremation Authorization](#) that LVMP and Clark had executed seventeen days earlier, on November 15, 2024. Hamilton pressured Clark to obtain Lopez’s signature, writing, “*HI JOSIE, I NEED HIM TO SIGN THE FRONT OF THE AUTHORIZATION TOO. I PUT X IN BOTH SPOTS NAME ADDRESS JUST LIKE YOU SIGNED IT. I NEED TO CREMATE SOON*” (all-caps in original). Hamilton said nothing about his failure to attach the front page when he emailed Clark on November 18, 2024.

Clark was on her way to the airport, leaving for the East Coast to be with her daughter, when she saw Hamilton’s email. She was already feeling overwhelmed by the sudden and dramatic change in Polanco’s tone and treatment toward her ever since November 18, 2024, when Polanco confronted Clark about the Zakar project. Clark called Polanco and mentioned Hamilton’s email demanding Lopez’s signature on documentation that was not needed when the November 15 documents were executed. Polanco snapped, “*We need what we need! Scott knows what he is doing and you need to give Scott what he is asking for.*” When Clark responded, “*Okay, thank you, please let me know when I can lay my son to rest with my sister,*” Polanco ended the call saying, “*Okay. Bye.*” At 11:44 a.m., realizing that Polanco and McCarthy had been stringing him along and that he would be walking into an ambush at the City Planning a few hours away, Eddy confronted them both, [replying](#):

Hi Mica And Luisa Are you saying your not gonna be there to speak in support of my project. I was under the impression that you would both be there to speak in support of my project. I'm very confused. Please let me know what your intentions are.

At 1:28 p.m., Polanco [replied](#) with more excuses, still trying to concoct evidence that Clark was an active participant in the *quid pro quo* scheme:

I am very confused ... don't know what all is being proposed ... have not had time ... I will be at the meeting and share your conditional support but I will be asking for more time ... need to hear the concerns of all our families and neighbors ... Josie can you please respond to this [text](#) and let me know that you agree with what Eddie just wrote us on what we agreed upon.

6. Polanco and McCarthy Ambush the Zakar Family (and Clark)

The City Planning meeting commenced at 6:00 p.m. that evening, December 2, 2024, to discuss whether to recommend the Project's approval to the City Council, with the last opportunity being December 10, 2024, as the Council would not convene again until January 21, 2025. The Commission met to consider a recommendation by the Planning Staff to approve the Project, which was detailed in a 26 page document entitled, "[Planning Commission Staff Report](#)" ("Staff Report"). Like every Commission meeting, the one held on December 2 corresponded to a document entitled "[Planning Commission Meeting Complete Packet](#)," which anyone can access through the [Commission's web page](#).

Polanco and McCarthy brought in five of their LVMP employees¹⁴ to appear and voice "*public comment[s] in opposition of*" the Project. However, according to the [Speaker's Slips](#)¹⁵ (obtained by PRA [Request 25-559](#)) that they submitted prior to the Commission meeting, Polanco and McCarthy represented that their own comments would be "*neutral*."¹⁶ In addition, other persons who would soon reveal locked-step alignment with Polanco's and McCarthy's attorney-directed scripts, appeared to avoid opposition, such as Sandra Scheller, Doyle and Alisha Morrison, and their daughter Ashley Morrison.

¹⁴ See, Speaker Slips for: [Teran](#), [Hernandez](#), [Magana](#), [Marin](#), and [Bermudez](#).

¹⁵ To make a public comment at a City meeting for an "*Item*" on the agenda, a person must submit a "[Speaker Slip](#)" and check a box indicating whether their comment on that Item will be "*In Favor*," "*In Opposition*," or "*Neutral*."

¹⁶ On March 3, 2025, Polanco and McCarthy would appear at the first Commission meeting after December 2, demanding changes to the December 2 Minutes regarding their positions on the Project. Despite their [Speaker Slips](#) — [McCarthy](#) crossed out "*In Opposition*" and marked "*Neutral*" with an "x," and [Polanco](#) marked "*Neutral*" in both English and Spanish—they each misled the Commission with claims that they had strongly opposed the Project. At the following Commission meeting, on April 21, 2025, Polanco again pressed for changes. With galling hypocrisy, Polanco said, "[I'm not trying to blame anybody. I'm trying to attack the problem, and not the people.](#)"

During their comments, neither Polanco nor McCarthy acknowledged their extortion attempt, repeatedly confirmed in text messages. Eddy did, however, telling the Planning Committee:

I met with the owners of La Vista ... I thought we came to a good agreement and they had some concerns and I did everything in my power to address them. I even went above and beyond. They were worried about their visibility, that no one knows where the funeral home is. I offered to put a monument sign on my property showing where La Vista is. I explained to them that we have a current traffic study, and explained to them that we were putting a current traffic light. On top of that, they needed a discount on fuel. I offered that to them. Whatever they wanted. Whatever they wanted, I offered them.

The Commission did not follow the “*Staff recommendation*” to “*Approve*” the Project. In a 4 to 2 vote, the Commission’s recommendation “*to deny*” would be accurately reflected in the Minutes, later prepared and posted online. The Minutes did not, however, accurately reflect the Commissioners’ reasoning for the denial. According to the Minutes, they denied “*the project due to **staff findings** of public safety, air pollution from the gas station, and public nuisance.*” (emphasis added). The 30-page “*Staff Report*” did not include a “*finding ... of nuisance.*” The word “*nuisance*” only appeared twice, on page 7, “*According to the Noise and Nuisance Element of the City’s General Plan*” (staff recommended restrictions on the car wash hours of operation), and page 16, “*No Nuisance*” (emphasis in original).

The Commission’s purported “*finding*” that the Project constituted a “*nuisance*” would become a grossly exaggerated talking point, repeated by Polanco, McCarthy, their attorneys, and their supporters in the weeks to come. Eventually, they began referring to it as “*the nuisance project,*” as if it were an established legal conclusion rather than a procedural term used in a single meeting. Those scripted public comments followed a sham lawsuit Polanco filed on January 24, 2025—discussed in detail below—in which she alleged that Clark or Morrison had been improperly influenced by the Zakar family in return for “*financial favors*” and had “*engaged in communications with National City Planning staff regarding the Project’s approval.*”

As for the so-called “*findings*” of a nuisance, the City’s website hosts the full [three-and-a-half-hour video](#) of the December 2 meeting, and the record speaks for itself. The following seven-minute clip from the end of that meeting shows all that needs to be seen:



In short, thirteen minutes before the 3 ½ hour Commission meeting ended, a motion to continue was seconded to permit the Zakar family to consider changes to the Project that would address the public’s concerns. With the motion to continue seconds from passing, Commissioner Beryl Forman¹⁷ (“Forman”), announced, *“I guess I’m concerned with the word continue,”* moving to deny the Project outright. Before the motion to deny had been seconded, however, a deputy city attorney interjected, telling the Chair, *“So, making a motion to deny the project will have to be based on findings.”* The attorney turned to the Planning Division, asking, *“Staff, did you have any findings that we discussed earlier?”* The Planning Division’s reply made it clear that the answer was “No”—the staff had made no such findings¹⁸:

Um, as far as meeting with the applicant and redesigning or denying, uh, I think it would be helpful to be a little more, uh, specific about what your impact concerns might be. You know, the findings for denial ***could be*** specific over noise, traffic, air quality. You know, if you’re talking about residents over a gas station, is that an air quality concern? Are we looking at a nuisance? ... [T]here are several findings that ***could potentially be*** vetted by the Commission. (emphasis added)

The Planning Division staff member clarified for the Commission that the Zakar family could “appeal”¹⁹ to the City Council at its meeting scheduled for December 10, 2024, which was the reason the Commission felt obliged to state some sort of “finding” for its denial, but no such finding was made prior to the Commission’s vote to deny. If anything, the staff that was purportedly influenced by the Mayor or Clark to recommend the Project, steered the Commission toward a denial. Regardless of their bogus charges, Polanco and McCarthy had won a significant battle, although the Commission would not confirm the denial for another week.

¹⁷ After her [incoherent tirade](#) on June 8, Commissioner Forman resigned having [posed for TV](#) cameras, [handed documents to the media during session](#), and echoed Team Aguirre’s many rants, e.g., saying she “*distrusted*” the Commission because its Minutes did not reflect public comments (despite verbatim video and transcripts on the [City’s website](#)). When asked if she wanted to “*make a motion to amend the minutes to reflect what you would like them to reflect,*” Forman replied, *“I don’t wanna do that because I have such distrust.”*

¹⁸ This black-and-white (Staff Report and transcript of meeting) was later confirmed at the Council meeting on April 1, 2025, when Martin Reeder, the Asst. Dir. of Community Development, said, *“So with the findings for this, we came up with findings for approval. We didn’t actually end up writing any findings for denial.”*

¹⁹ Technically, it was not an “appeal,” as the Commission’s “denial” was only a recommendation to the Council.

I. Polanco and McCarthy Press On v. Clark, Morrison, and the Zakar Family

The next morning, December 3, 2024, at 8:01 a.m., Clark used the [group text](#) with Polanco, McCarthy, and Eddy, to refute Polanco's attempts to drag her into the *quid pro quo* deal.²⁰ Although it had angered Polanco when she said something similar, Clark repeated that she could not get involved in the group discussions over the Project:

Hi Eddy and Mica ... I facilitated [the November 25] meeting as a request from Mica. As a City Employee and as a project that is going through the process, I cannot side with one or the other. This is a situation that you both need to either compromise or not. I wish you both nothing but the best.

Two hours later, at 10:05 a.m., Hamilton [emailed](#) Clark, subject line, "affidavit," in which he addresses Lopez: "*Daniel please fill out this document I am providing and return it, as soon as possible. Please drop by a local notary office and have it notarized in front of them. You will sign it, in their presence.*" A few hours later, at 3:18 p.m., Polanco sent an [email](#) to Clark's Hispanic Chamber of Commerce address, subject line, "Fwd: Declaration for disposition of cremation..." attaching a document entitled, "*Mica's declaration for disposition of cremated.pdf.*" As if the November 15 cemetery contracts never existed, Polanco wrote, "*When we met on November 18th, 2024, with you and Scott, I was clear about getting all the signatures from your nephew's son (Daniel Gary Henry Lopez), to protect all parties (including you and La Vista Memorial Park and Mortuary).*" Polanco ended the email with a renewed demand for a notarized release agreement before moving forward with Javier's burial: "*We have not yet received the Notarized Affidavit ... Please have Daniel Gary Henry Lopez e-mail us the Notarized affidavit to enable us to finalize the funeral arrangements.*" Polanco's email attached Hamilton's email that had failed to include the Cremation Form.

A few minutes later, at 3:25 p.m. (December 3), [Polanco sent another email](#) to Clark's Chamber of Commerce address, forwarding Hamilton's November 18 email (and his attachments, which still did not include the form he was demanding Lopez sign). By then, two different LVMP employees had contradicted Hamilton's November 18 demand, advising Clark that only a single document was required and making no mention of notarization. In reality, Lopez had no legal right of disposition and was never required to sign or notarize any such document. He eventually did so only because Clark, under pressure from LVMP, asked him to comply. Polanco's December 3 email, therefore, relied on an earlier demand that had already been undermined by LVMP itself. Polanco, in an underlined, bolded, enlarged-font message that conveyed her fury, wrote:

²⁰ This was Clark's first reply to any of Polanco's group text messages, following her silence from November 26 through December 2.

"Hi Josie,

Here is the front page and back page you signed. Both pages have space for him to sign as second person. He needs to scan then and email back to us. Also I need him to fill out the affidavit page giving you rights. **It must be notarized.**

Thank you
Scott Hamilton
Mortuary supervisor"

A few hours later, at 6:00 p.m., Polanco, McCarthy, their employees, and friends appeared at the City Council meeting to continue opposing the Project—which, by that point, had all but died. Polanco’s public comments made clear that she was still angry at Clark for not informing her of the Project, stating: *“I was quite upset because I thought I was a friend of [the Mayor’s] and a friend of Josie’s. But I was blindsided by the fact that neither one of them told me.”*

Additional comments from Sandra Scheller echoed Polanco’s December 2 text regarding the “*competition clause*” that she wanted in the “*agreement in writing*” to confirm the *quid pro quo* extortion attempt. Recalling Zakar’s comments to the Planning Commission the night before, Scheller stated:

And one of the things that scared me the most when we were listening to Robert Zakar was that he wanted to do what was called competition. He used the word competition. And if you listen to that, um, in yesterday's hearing, I don't think National City is about competition ... And, and what I'd like to say to Robert Zakar, if you want competition, pick on somebody your own size, go after Mike Tyson. But please don't go after this amazing community.

That same evening, Mayor Morrison presided over the Council’s public censure of Councilmember Rodriguez for misuse of public funds, including a campaign-related “*turkey giveaway*” financed with taxpayer money. Humiliated by the censure, Rodriguez appeared eager to redirect public attention toward a controversy that did not involve him—or turkeys. Hearing the accusations leveled at Morrison and Clark, Rodriguez sensed an opportunity and perhaps a political alliance: an enemy-of-his-enemy in Mica Polanco.

J. Polanco and McCarthy Press On v. Clark, Morrison, and the Zakar Family

With Rodriguez now joining their cause, Polanco and McCarthy escalated their attacks—spinning fictionalized misconduct to discredit the City, defame Clark, and destabilize Morrison—all while Polanco quietly eyed the Project Property for herself. Even as Clark focused

on the ongoing mishandling of Javier’s remains, Polanco shifted the fight to a new front: a sprawling, unfocused public records request designed to set up a sham lawsuit.

1. Polanco’s Garbled PRA Request 24-679 (That Set Up a Sham PRA Lawsuit)

On December 4, 2024, the morning after the last Council meeting, Polanco submitted a request for public records to the City (“[Request 24-679](#)”) pursuant to the California Public Records Act (Gov. Code, § 6250 et seq.) (“PRA”). Polanco made no effort to craft a reasonable request. Her list of people and entities for “communications between” included “*all National City officials, all San Diego County officials, and anyone representing the City of National City or San Diego County, Caltrans Engineering Department*” She did not narrow her request by subject matter or timeframe. Quite literally, Polanco’s Request 24-679 sought “communications between” thousands of unidentified people about anything—and, in the case of National City, dating back to its incorporation in 1887. Her list also included the APCD, Clark, Morrison, the Brikhos, and Zakar:

Request 24-679	
☒ Closed	
423 of 1662	
Dates	Request
Received December 04, 2024 via web	I am requesting the following: All communications between Highland Avenue Property investments, LLC, Josie Flores Clark, Ron Morrison, Edward EddyBrinko, Robert Zakar, Joseph John Brikho, L. Thomas Morgan, Michael Kinoshita, Adeeb Asso Brikho, Martin Reeder, David Welsch Narasimha Prasad, Zahira Chayeb, John Boorman, JLinScott, Law & Greenspan, Engineers, all National City Officials, all San Diego County officials and anyone representing the city of National City or San Diego County, Caltrans, Engineering Department, Fire Department, Sweetwater Authority, Police Department, Institute for Public Strategies, San Diego County Air Pollution Control District (APCD) and California Air Resources Board.
Staff assigned	
Departments	

On December 9, 2024, the City Clerk asked for clarification, [emailing Polanco](#), “Your request is overly broad [and] missing important information required to pull records such as a date range, who the communications are between, subject matter if applicable etc.” Later that afternoon, Polanco replied that she had [previously sent another list of names](#), presumably adding onto the list already contained in Request 24-679, but in neither email did Polanco provide the requested clarifications.

2. From Deceit to Strategy: Polanco Finds A Lawyer to Refine the Lie

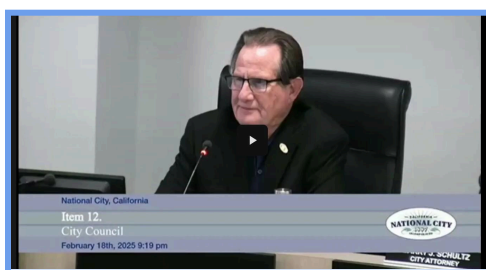
By the time Polanco provided the request clarifications for Request 24-679—which would become the basis for a lawsuit filed six weeks later—she and McCarthy had already retained “legendary”²¹ attorney, Michael Aguirre, of Aguirre & Severson, LLP (“Aguirre”), who had

²¹ [Luisa McCarthy, City Council meeting, February 4, 2025.](#)

served as San Diego City Attorney from 2004 to 2008. Aguirre’s initial strategy—which evolved over time—was to target Clark at her most vulnerable moment, fabricate a claim that the City was violating the Public Records Act (“PRA”), and then file a so-called PRA lawsuit, a proceeding in which the petitioner asks the court to compel a public agency—in this case, the City—to produce records allegedly withheld.²² For clarity in this Claim, that case will be referred to as the “First Lawsuit,” even though, at this point in the timeline, it had not yet been filed.

Aguirre knew the First Lawsuit would give him the ability to take—and threaten to take—depositions of City employees (or anyone else, for that matter), issue subpoenas, and shield his clients, his firm, himself, and their allies (“Team Aguirre”) from legal liability (e.g., defamation) for the allegations made in the lawsuit, regardless of their truth. More importantly, Aguirre understood that the media could freely report anything filed in court—or said at Council meetings—under the protection of privilege.²³

As it turned out, however, reporters with integrity quickly recognized that Team Aguirre’s “evidence” was either empty or affirmatively contradicted their claims. By mid-February 2025, the tactics of Team Aguirre were already drawing public pushback. What had begun as a calculated campaign of provocation and misinformation was starting to be recognized for what it was. It did not take long for Mayor Morrison to confront Team Aguirre’s campaign directly. At the February 18, 2025, Council meeting, he summed up Polanco and McCarthy’s then-nascent campaign: “[A] couple of individuals ... are doing their best to just try to cause as much havoc as possible ... making all kinds of crazy claims ... a bunch of lies ... without a shred of evidence.” The following two-minute clip sets the stage for what comes next in this Claim.



Before Aguirre could file the First Lawsuit, however, he knew an enforceable PRA request had to be submitted to the City. The ulterior purpose of Polanco's First Lawsuit would have nothing to do with any failure on the City’s part to comply, and as such all Aguirre needed was a plausible allegation coupled with a confusing narrative. Polanco had already submitted Request

²² [Gov. Code § 6258](#) states, “any person may institute proceedings for injunctive or declaratory relief, or for a writ of mandate, to enforce the right to inspect or receive a copy of public records.”

²³ A fuller discussion of Team Aguirre’s strategy and misuse of the [Civ. Code § 47](#) privilege follows.

24-679,²⁴ but its incoherence gutted any possible—much less plausible—argument that it provided a legitimate basis for the First Lawsuit. As such, on December 9, 2024,²⁵ at 5:02 p.m., Aguirre submitted an entirely new request for public records (“[Request 24-688](#)”) that contained the exact language that the yet-to-be-filed [First Lawsuit](#) would allege were “*requested clarifications*” to Request 24-679 supposedly provided “*on December 10, 2024.*”²⁶

Request 24-688

Request

Dates

Received

December 09, 2024 (via email)

Staff assigned

Departments

Planning

7. The following day, on December 10, 2024, Petitioner provided the requested clarifications:

To clarify, I am seeking all communications between the National City Mayor, his office and staff, and the Planning Dept., and all communications between the other National City employees or officials named in the request, between each other or with those persons and entities listed outside of National City, relating to the proposed development of property located at 231 - San Mateo Street, National City, California, 94106. Thank you.

3

VERIFIED PETITION FOR WRIT OF HABEAS CORPUS AND COMPLAINT FOR DECLARATORY RELIEF UNDER CALIFORNIA STATE CONSTITUTION ART. 1, SECTION 5 AND CALIFORNIA'S PUBLIC RECORDS LAWS

3. Aguirre Terrorizes a Grieving Mother and Her Husband

On December 10, 2024, at 12:54 p.m., Aguirre placed a harassing call to Clark’s personal cell phone, identifying himself as counsel for Polanco and McCarthy. At the time, Clark was in Virginia supporting her daughter, who was in labor. During the call, Aguirre warned that Clark could be “*in a lot of trouble*,” and extended the same threat to her husband, a County District Attorney’s Office investigator. He offered no clarification or legal basis for his statements and ended the call without explanation.

In another clear attempt to manufacture evidence of wrongdoing by Clark, Polanco sent an email to Clark’s official City email address at 3:34 p.m. EST that same afternoon. Having already confirmed that Aguirre was representing her, Polanco proceeded to commit a calculated and unambiguous act of deceit—apparently designed to fabricate a paper trail suggesting Clark was attempting to extort her. Polanco wrote:

I am confirming the conversation you had earlier today with my attorney, Michael Aguirre ..., that I will be unable to pay any sums to you in connection with the funeral and cemetery services for Javier Francisco Escarsega II.

The phrasing and formality of the message—uncharacteristic of Polanco’s prior communications—strongly suggest it was drafted by someone else, likely her attorney. Polanco’s email then escalated into a malicious and manipulative attempt to pressure Clark, falsely

²⁴ On August 12, 2025, the City issued a [statement](#), saying, “*Since January 2025, the City has received more than 27 individual records requests from Ms. Micaela Polanco and her legal team,*” resulting in “*the release of more than 1,000 pages of responsive materials.*” That’s an understatement. Team Aguirre’s PRA binge began on December 4, 2024, with Request No. 24-679. It alone resulted in the release of more than 1,000 pages. [See, Screen Recording.](#)

²⁵ The same day Lopez returned the [notarized “Affidavit”](#) to LVMP.

²⁶ The same day Clark [authorized Zakar to pick up Javier’s body](#) from LVMP.

implying that Javier’s burial was in jeopardy unless she arranged for his cremation by the end of the day:

I propose that we proceed ahead with the cremation on Monday December 16, 2024 and the cremated remains of Javier Francisco Escarsega II will be available for you at our office after December 17, 2024. Please confirm your approval by return email by today December 10, 2024.

Terrified by the escalating pressure and deception, Clark called Robert Zakar for guidance. After she explained the events that had unfolded since the execution of the November 15 documents, Zakar offered to take over the arrangements. Clark then executed an [Authorization for Release](#), formally authorizing “*the release and removal of the remains to*” ECMI. As she had done on November 15, 2024, when entering into cemetery contracts with LVMP, Clark confirmed her authority to control the disposition of Javier’s remains, affirming: “*I represent that I am the legal next of kin, or I am acting as an authorized agent for the legal next of kin.*”

4. With the Project’s File Closed, Aguirre Begins a New Script

On December 10, 2024, Joey emailed the City’s Planning Department, formally withdrawing the Project application. “*We will place it on hold for now,*” he wrote, “*to revise the project and come back to meet with the City staff to see how we can find a project that will work for that intersection.*” Before public comments began, Mayor Morrison announced: “*The Sweetwater Road gasoline station project—that project has been withdrawn. They have withdrawn the application, so that project no longer exists and will not be on tonight’s agenda.*”

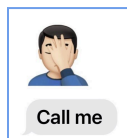
Polanco, McCarthy, and their friends had nonetheless shown up at the Council meeting to speak in opposition to the Project. Polanco chose not to make a comment. McCarthy spoke, but not about the Project—at least not directly. Instead, she took personal aim at Mayor Morrison, stating: “*On a personal note, this year has been brutal for me personally ... I’ve had a lot of loss, and I’ve had a lot of betrayal. I’m now mourning a friendship that I once had with Mayor Ron Morrison.*”

Likewise, McCarthy’s friend Alisha Morrison used her time to recite a parable about “*two wolves*” fighting—one good, the other evil—and concluded that the wolf who wins is “the one you feed.” Another of McCarthy’s friends, Sandra Scheller, also spoke, describing what she and others would have done to “*the applicant—who would’ve had his property ... boycotting, and... and not letting him thrive in a business.*”

Councilmember Rodriguez, listening intently, recognized a new ally in McCarthy²⁷ and her cohorts' increasingly vitriolic campaign against Mayor Morrison. Rodriguez observed that, for some reason, McCarthy, Polanco, and their circle were targeting a common enemy: the Mayor—the same figure Rodriguez blamed for his own public censure just a week earlier. Notably, three City employees soon to be involved in McCarthy and Polanco's escalating campaign were Delgado, Castaneda, and Apalategui—three-quarters of “The Clique.” Although the City Council would not meet again until January 21, 2025, forces were already aligning and battle lines were being drawn.

5. Unbridled Betrayal: Polanco's Escalated Abuse of a Former Friend and Grieving Mother

The following day, December 11, 2024, ECMI took possession of Javier's body without LVMP voicing any concerns about Clark's right of disposition. That evening, Clark received a text from Zakar asking if the cremation could occur the following day, December 12. Clark [responded](#), “*Yes, he's finally going to rest!*” Clark's moment of relief was short-lived. Questioning Polanco's November 15 representations that the County would not allow Javier's remains to be buried unless first cremated, Clark asked Zakar, “*Please reassure me that we have no choice but to cremate him.*” When Zakar expressed confusion, Clark explained, “*La Vista told me I had no choice because of the body condition and the health department only permitted cremation.*” Zakar's [reply](#) felt like a punch to her gut:



Clark was standing near her daughter who was in labor when she received Zakar's text message. Clark left the hospital room and braced for what she was about to hear. When Zakar informed Clark that she was not required to cremate Javier's body, she fell to her knees and wept in the hospital hallway. Around the same time of her call with Zaker, Clark received an [email](#) from Teran regarding a rendering for Javier's headstone, asking for Clark's “*signature approval to place the order.*” After Clark [approved](#) the rendering, at 3:34 p.m., Teran emailed her, promising to “*keep in touch for the rest of the process.*” The next day, December 12, 2024, Javier's body was cremated.

Over the next several days, Clark repeatedly asked for an update on the headstone order and plans to bury Javier's remains in Yolanda's plot. LVMP ignored Clark's inquiries, except for a

²⁷ According to Garcia, “*Molina stated that she believed that Rodriguez began communicating with McCarthy in December when they worked on a city development project together.*”

[message](#) from Teran, on December 17, 2024, promising to send Clark proof of the headstone rendering that she had previously approved. The following day, December 18, 2024, Clark received a flurry of [emails](#) and [letter](#) from LVMP “cancelling” Cemetery Contract No. 25773 (which LVMP had already breached) and Backdated Cemetery Contract No. 25784, “*per advice of our Counsel.*” One of the December 18 emails to Clark demonstrated LVMP’s continuing performance Headstone Contract No. 25774, with Teran writing, “*Regarding the Contract #25774, Please confirm if you want me to complete the marker with a color cameo.*”

Overwhelmed by shock, terror, and grief, the next day, December 19, 2024, Clark begged LVMP to reconsider, emailing Hamilton, “*I would like to move forward with the burial services for my son as previously discussed, scheduled for Sunday, January 12, 2025. I would also like to confirm that his ashes will be interred on top of his mother’s grave, as was agreed upon.*” Clark also replied to Teran about Headstone Contract No. 25774, “*Do you have an estimated date of how long it will take to receive the headstone and replace it with the existing one? I look forward to seeing the proof.*” Neither Hamilton nor Teran replied. On December 23, 2024, Clark emailed Hamilton again, [writing](#):

I wanted to reach out to you again before the holidays. Please let me know about the status of the burial of my Son as planned on January 12th. We have family members making travel arrangements and we need to make final plans for the services so that he can be interred with his family members that have gone before him. I look forward to hearing from you as soon as possible. Please acknowledge receipt of this email.

Hamilton did not respond until December 26, 2024, when he [emailed](#) Clark, “*We are in receipt of your email. We will get back to you by the end of the week, after we review everything with our legal counsel.*” Four days later, on December 30, 2024, LVMP [emailed](#) a letter addressed to “Ms. Flores-Clark” demanding even more documentation than it had begun demanding on November 18, 2024, when Polanco confronted Clark over her refusal to violate Policy 119. When Clark returned to San Diego on January 4, 2025, she picked up the urn containing Javier’s remains from ECMI and brought them home. Javier’s urn has remained there ever since.

K. January 16–24: PRA Setup, Secret Commissioner Dinner, and \$2.25M Offer

Polanco’s First Lawsuit was never about obtaining public records—it was a calculated legal maneuver to weaponize litigation privilege, conceal damaging facts, and escalate a coordinated campaign against Clark and the City. According to Polanco’s First Lawsuit, “*on January 16, 2025, counsel for Petitioner sent the following email to [the City] ... To aid your production we are pinpointing the writings we are asking you to provide within 14 days*”—by January 30, 2025. This demand laid the groundwork for a sham failure-to-comply narrative, one that could be weaponized in litigation regardless of the Project’s already “*dead*” status. Even as she railed

against imagined improprieties, Polanco was quietly engaging in her own: on January 17, she privately hosted two Planning Commissioners for dinner, concealing from them that the Project was still on her mind—an invitation neither Commissioner would have accepted had they known her true intentions.

The following day, January 18, 2025, through her realtor, Sharon Smith (“Smith”), Polanco²⁸ privately offered to purchase the Project property from the Muraoka family for \$2,250,000 cash (“no loan contingency”) with “Close Of Escrow (COE) ... 60 Days after Acceptance,” meaning that as soon as the Muraoka family could get the property free and clear of encumbrance such as the long-term lease with the Zakar family, Polanco would purchase it for \$2.25 million in an all-cash transaction—i.e., immediate payment by wire or certified funds, with no loan contingency (the “\$2.25M Offer”).

Para #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
A	5, 5B (cash) Purchase Price	\$ 2,250,000.00	☒ All Cash
B	Close Of Escrow (COE)	☒ 60 Days after Acceptance (date) OR ☐ on	
C	40A Expiration of Offer	3 calendar days after all Buyer Signature(s) or 01/27/2025 (date) at 5PM or ☐ AM ☐ PM	

D. BUYER SIGNATURE(S):

(Signature) By: Micaela Polanco Villalobos Date: 01/18/2025

Printed name of BUYER: Villalobos Investment Co

☒ Printed Name of Legally Authorized Signer: Micaela Polanco Villalobos Title, if applicable, President

(Signature) By: _____ Date: _____

Printed name of BUYER: _____ Title, if applicable, _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

D. SELLER SIGNATURE(S):

(Signature) By: _____ Date: _____

Printed name of SELLER: Emerald Gold LLC

☒ Printed Name of Legally Authorized Signer: REJECTED Title, if applicable, _____

(Signature) By: _____ Date: _____

Printed name of SELLER: Muraoka Enterprises

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Polanco and McCarthy would hide the \$2.25M Offer from Clark, the City Council, the Planning Commission, everyone in Clark’s circle, their own employees, and even members of the public on their team, as they continued their ruse at public meetings (and on camera). Polanco’s secret would not be revealed until nearly five months later, on June 17, 2025, under the truly bizarre circumstances described later in this brief.

At the time, however, Polanco was still publicly portraying herself as a disinterested, benevolent member of the public who cared for the well-being of the “citizens of National City,” particularly their lungs. On January 21, 2025, at the Council’s first meeting since December 10, 2024, Polanco and McCarthy appeared to give public comments. Polanco spoke about National City’s air pollution problem—without acknowledging her crematory’s egregious history of “*particulate matter*” pollution—while McCarthy offered insincere compliments to Councilmember Yamane before pivoting to a disparaging remark about Clark’s recent promotion.

²⁸ Polanco executed the “Vacant Land Purchase Agreement and Joint Escrow Instructions” (and “Residential Units Purchase Addendum”) as “Micaela Polanco Villalobos” on behalf of “Villalobos Investment Co.”

Their performances were notable for what they omitted: neither mentioned the Project, the upcoming January 30 production deadline (a date Aguirre himself set in his January 16 demand), nor Polanco’s secret \$2.25M Offer three days earlier. They also failed to disclose the January 17 dinner with the two Planning Commissioners—an event that, if judged by the very standard Polanco had been applying to others, would have been improper.

On January 24, 2025—six days before the City’s deadline to produce records—Aguirre filed a lawsuit against the City, ostensibly to compel production of public records related to the withdrawn Project (the “[First Lawsuit](#)”). Polanco’s complaint made no practical sense: the Project had been withdrawn, the Planning Commission had rejected it, and no appeal was pending. The urgency for public records was manufactured. If Polanco had genuinely wanted those records, she could have waited four more days until the January 30 deadline—or, as it turned out, only until January 29, 2025, when the City produced thousands²⁹ of pages in response to Request 24-679. Several weeks later, City Attorney Barry Schultz addressed the Council and public to cut through the confusion, making clear that the First Lawsuit was filed early, that documents were produced before the deadline, and that despite this, Team Aguirre insists the City did not produce everything:



L. “Neighborhood United” Joins Team Aguirre

On January 27, 2025—just three days after Polanco filed her First Lawsuit and after her \$2.25M Offer to the Muraokas was rejected—McCarthy and Polanco’s allies were already laying the groundwork for a parallel campaign. That evening, a group calling itself “*Neighborhood United*” met at the Lincoln Acres Community Center to unveil “*big dreams*” for the .68-acre parcel at Orange Street and Sweetwater Road. The project site, long zoned for mixed-use development, had recently been the subject of the Zakar family’s proposed car wash, gas station, and apartments. But with that plan rejected in December, McCarthy and her neighbors moved quickly to commission an architect to draw up a “*community-driven*” alternative. The conceptual

²⁹ The City’s website shows that 258 “documents” were produced on January 29, 2025, with more to follow. A [video recorded on August 9, 2025](#), demonstrates what anyone with a computer can verify: many of the 258 documents contained multiple pages—some numbering in the hundreds. Now imagine if the City had been forced to comply with Request 24-679 exactly as Polanco drafted it on December 4, when her request literally sought “communications” between thousands of people dating back 138 years.

plan was revealed on January 27 and reported in the press the following day. ([Voice of San Diego, “Big Dreams for Little Corner,”](#) page 5).

The message was carefully tailored. McCarthy and her group disavowed liquor stores, gas stations, and vapes—echoing [Polanco’s public remarks](#) just six days earlier, on January 21, when she urged Council to start the new year with a “*healthier National City*” by approving “*fewer alcohol stores, fewer gas stations, fewer vape stores, fewer pollution-generating businesses, and less fast food*” while promoting “*organic food, grocery stores, healthier restaurants, [and] farm-to-table options.*” The rhetorical symmetry was striking: what Polanco presented from the dais as the voice of “*our families*” was soon echoed in Neighborhood United’s architect-drawn vision for the very parcel she herself had just tried to buy.

By February, the messaging took on an even more coordinated form. A [flyer circulated in Lincoln Acres](#) announced a February 20 community meeting to discuss development of the disputed parcel. The flyer directed attendees to contact Alicia Morrison—identified in Sharon Smith’s March 21 email as the face of a “*campaign*” against commercial use. Just days later, Smith (Polanco’s realtor) sent the Muraokas’ agents an email referencing the flyer and portraying Neighborhood United as an independent opposition group. Yet Smith simultaneously warned that if the “*campaign*” continued, “*the value [would] start dropping.*” The intent was clear: to frighten the Muraokas into reconsidering Polanco’s offer by staging a community-driven resistance movement while concealing the fact that the movement’s leaders were the very same people behind Polanco’s bid.

The sleight of hand only deepened as Aguirre entered the chorus. On May 6, he invoked Aristotle’s theory of persuasion to justify their campaign, announcing: “*We are the tools of persuasion ... and when persuasion doesn’t work in California, we have the right to recall.*” He and his clients had already learned to exploit Civil Code § 47’s litigation privilege as a shield for their false and defamatory statements, strategically using the Council podium as their bully pulpit. What was presented as civic engagement was in fact coordinated pressure—using a lawsuit on one track and a faux community group on another, both aimed at coercing the property owners into a cheaper sale.

Aguirre’s appeal to Aristotle was itself a distortion.³⁰ Neighborhood United’s effort—masked as “*community engagement*”—was not persuasion at all, but intimidation and falsehood, calculated to manufacture leverage and conceal Polanco’s true business interests.

³⁰ Aristotle described persuasion as resting on three pillars: ethos (credibility), pathos (emotional appeal), and logos (logic grounded in truth). He cautioned that “*all that one gains by falsehood is not to be believed when he speaks the truth.*” Aguirre’s invocation of Aristotle to justify intimidation tactics and recalls was a distortion: rather than persuading by truth, Team Aguirre relied on falsehoods and manufactured crises.

M. “The Louder He Talked of His Honor, the Faster We Counted Our Spoons”³¹

On February 4, 2025, Aguirre sent the Council an “*Interim Report*,” declaring, “[W]e find there to be a compelling reason to determine how and why the National City Planning Staff came to recommend a Project the City’s Planning Commission determined was materially defective.” But his proclamation only raised a more obvious question: What, exactly, was so “*compelling*” about a system of checks and balances that had done exactly what it was designed to do? What public interest was served by performing a post-mortem on a project already dead and buried? When Aguirre addressed the Council that same evening, he struggled to articulate anything concrete:

And when you have a situation, uh, where we're seeking public records related to a specific project, you have to always balance: does the interest in concealment outweigh the interest in disclosure? And the reason that we've given you these reports about this particular project is to try to make the case to you that the interest of public disclosure, of clean, 100% disclosure about how a particular project came to the Planning Commission that was so irregular that it was rejected by the Planning Commission based on a finding that it was a nuisance.

As detailed in Section H, nothing in the Planning Commission’s December 2 record or in the 26-page Staff Report contained any factual finding—or even substantive discussion—that the project constituted a “*nuisance*.” Nevertheless, Polanco’s First Lawsuit and Aguirre’s “*Interim Report*” eleven days later presented the opposite impression. The actual record from December 2 shows that Commissioner Forman—prompted in the final minutes of the meeting—moved to deny the project, citing only a need for a “*complete redesign*” (based on her previously stated opposition to “*autocentric*” designs) as her stated reason. No commissioner articulated, discussed, or adopted any “*nuisance*” finding. The staff report contained no such determination, and the only mention of the word “*nuisance*” during the meeting was in a Planning Division staffer’s off-hand list of possible findings the Commission could consider if it wished—not findings the Commission ever adopted.

National City’s own conditional use permits do not contain any definition of “*nuisance*” that could support the sweeping claims Aguirre wanted to make. That limitation appears to have sent him searching elsewhere for stronger language. The definition he ultimately used matches almost verbatim boilerplate from out-of-jurisdiction CUP guidelines—material he could only have found by deliberately looking beyond National City’s records. A broad Google search such as “*definition of nuisance conditional use permit California*” or “*nuisance be injurious or*

³¹ *The Conduct of Life*: By Ralph Waldo Emerson

detrimental public interest CUP” quickly produces the Woodland and Santa Rosa planning documents containing his chosen phrasing.³²

This misrepresentation was central to Aguirre’s broader campaign of deceit. While the First Lawsuit itself was styled as a PRA case, the fabricated “*nuisance*” finding supplied a false evidentiary hook for his and Polanco’s public rhetoric. By importing that language into the First Lawsuit, followed by the February 4 meeting (with his “*Interim Report*”), both expressly attributing a “*finding*” of “*nuisance*” to the Planning Commission, Aguirre was not “summarizing” the record—he was manufacturing it. Put simply, the “*nuisance*” claim was legally unnecessary to a PRA action, but strategically useful to fuel their smear campaign and to give reporters a soundbite.

That same afternoon, [Voice of San Diego published an article](#) repeating allegations from the First Lawsuit that the Project “*may have been the subject of improper influence*” and that Clark had received “*financial favors*.” Aguirre himself had fed the paper those quotes, using the platform to imply criminal conduct while cloaking his statements in the qualified privilege of [Civil Code § 47\(d\)\(1\)](#). The article also carried Polanco’s promise to provide “*details about allegations in the lawsuit*” at an upcoming Council meeting—signaling the prearranged nature of what was to come.

Polanco took the microphone next, revealing her lack of understanding of the planning process by stating she had spent “*many sleepless nights studying this project and trying to figure out how it got as far as the Planning Commission without anyone putting a brake to it.*” She did not grasp that the Planning Commission itself was the brake—the first stop in a process designed to evaluate, question, and, if necessary, halt problematic projects. Polanco’s comments reflected a misunderstanding of that process, not evidence of misconduct. The City’s Assistant Director of Community Development would later explain that the Planning Division’s administrative role is distinct from the Commission’s discretion and the Council’s ultimate authority:

[O]ur job is to protect the public through the general plan and the policies and goals primarily, but we're also beholden to an applicant that files a fee and wants to pursue a project. They're our client. If the use that they're asking for is permitted in the code, either conditionally or otherwise, we have to take in an application. We may not like it. We may think it's a bad idea. [But] we have to present it in as much of a neutral way as possible because again, we're working for our client.

Team Aguirre weaponized public comment—using the absolute privilege of Civil Code § 47(b) as a shield from accountability, and as a sword to deliver accusations they could not substantiate anywhere else. Over time, the tactic grew sharper and more brazen, evolving from veiled digs to open insults and deliberate insinuations of criminal conduct. What they framed as civic oversight

³² [Google search results.](#)

was, in reality, a sustained smear campaign—calculated to inflict reputational harm on Clark and City officials, while shielding themselves from accountability in any forum where their claims could be tested by evidence.

N. Escalation at the February 18, 2025 Council Meeting

When Team Aguirre returned to City Hall on February 18, 2025, their script had shifted from procedural complaints to overt personal attacks. [Aguirre opened](#) by warmly referring to the Council as “*my dear friends*,” then slipped in a rhetorical device designed to imply guilt by contrast. He repeated the word “*innocent*” three times in under fifteen seconds, applying it only to the rest of the Council while omitting Morrison and Clark. In civil litigation, no one is found “guilty” or “innocent”; Aguirre’s choice of language was calculated to plant the opposite impression in the public’s mind. This insinuation came packaged with a false claim that the City had hired attorneys to represent “*the mayor and his assistant*,” when in fact outside counsel had been retained solely to represent the City—the only defendant named in the First Lawsuit.

[Polanco followed](#) with a series of loaded rhetorical questions aimed at Clark, asking whether the City had “*investigated potential financial favors*” to her, reviewed “*all her cell phone records*” and “*all her emails*,” and examined “*the mayor’s phone and emails*” for “*any financial favors at all*” connected to the Project. These “questions” echoed the same “*financial favors*” theme Aguirre had planted in the *Voice of San Diego* article two weeks earlier. What Polanco did not disclose was that her own November 2024 text messages to Project developer Eddy Brikho—already detailed earlier in this Claim as part of her extortion campaign—showed that she herself had offered to trade support for the Project in exchange for discounted diesel and alcohol.

[McCarthy closed](#) the sequence with a calculated bait-and-switch: she began by warmly addressing “*everyone sitting in front of me*” and then, without missing a beat, referred to one of those same individuals—likely City Attorney Barry Schultz—as a “*lapdog*.” Aguirre’s “*dear friend*” remark to Morrison, followed minutes later by his pointed “*not innocent*” contrast, mirrored the same rhetorical maneuver: a false veneer of collegiality masking a targeted insult.

By the close of the February 18 meeting, the shift in tone was complete. What had previously been framed as a dispute over public records now took on a personal dimension. Aguirre, Polanco, and McCarthy’s synchronized rhetoric—layered with insinuation, selective omissions, and performative civility as a weapon—made clear the campaign was no longer about the Project. It was about Clark herself. That shift in focus set the stage for what came next: the sudden and explosive introduction of a sexual harassment allegation on February 27, 2025—an accusation that would be leveraged to escalate their narrative and widen their coalition of critics.

4. Castaneda: the Puppetmaster *In re Delgado v. Modesto* (November 22, 2024)

Just three months before her false allegations against Clark, Delgado accused someone else—a personal acquaintance—of sexual harassment, and tried but failed to get a restraining order. As with her claim against Clark, Delgado worked in close coordination with Castaneda—from the initial 911 call until the case was rejected by the Court. The proceeding, [*Delgado v. Modesto*](#) (the “TRO”), bears substantial structural and factual similarities to the allegations Delgado later made against Clark, and demonstrates a pattern of strategic legal manipulation directed by Castaneda.

As part of the TRO package, Delgado executed and filed a declaration under penalty of perjury and requested a temporary restraining order against Modesto pursuant to Code of Civil Procedure 527.6. Delgado alleged that Modesto followed her vehicle on October 24, 2024, and had previously waited for her in the City’s MLK Community Center parking lot on three separate occasions. According to Delgado, he once told her he was “*falling in love*” with her after she had referred him to a City job opportunity. Delgado claimed Modesto’s conduct caused her paranoia and distress at work. Delgado further alleged that Modesto engaged in patterned stalking, stating: “*He seems to have a pattern of waiting on Thursdays between 2:00 and 4:00 pm.*” This allegation was made in an effort to establish the statutory requirement of a “course of conduct” under CCP § 527.6.

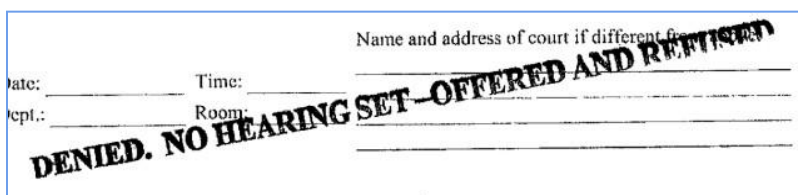
As with the later claim against Clark, the incident was not independently reported by Delgado but was engineered and managed by Castaneda, who was present in the vehicle with Delgado during the alleged encounter. According to Delgado’s declaration, Castaneda called the City’s police dispatch (not 911); Castaneda exited the car to confront Modesto; Castaneda told him not to speak with Delgado; she took a photo of Modesto’s license plate; and Castaneda almost certainly attended the meeting with the police officer, who “*gave [Delgado] a case number*”:

PLAINTIFF/PETITIONER: Elyana Delgado		CASE NUMBER:
DEFENDANT/RESPONDENT: Isidro Modesto Lopez Morales Modesto		24HR024340S
MC-031		
DECLARATION		
(This form must be attached to another form or court paper before it can be filed in court.)		
Juanita dialed dispatch at 2:55 pm. She gave me the phone and got out to talk to Respondent, who told her that he simply wanted to talk to me and apologize. Juanita told me that he would not be able to talk to me but he insisted three times. Once Juanita told him we had called the police, he decided to leave. Juanita took a photo of his license plate (Exhibit 1) and finished the call to the National City Police Department. Office Wyatt called me at 3:35 pm and we met at MLK where she took my report and gave me a case number.		
PRIOR HISTORY OF HARASSMENT:		
I met Respondent on a trip to Guadalajara in November 2023 that my mother and his wife, Sorina, were invited on through Olivewood Gardens, a non-profit organization they both volunteer at. On this trip, I found out that Respondent was a landscaper and knew that there was a position open at the City where I work. I shared the opportunity with him and his wife. They decided to apply and I put in a good word for him with the hiring supervisor. Respondent came to apologize in case he made me look bad. I told him it was fine and not to worry about it. He left and I thought that was it.		

Castaneda and Delgado were not the only Clique members involved in the plot against a landscaper. Ron Williams sent Delgado a text message that she labeled “*Exhibit 3.*” Williams

attached a photo of Modesto's truck and wrote, "*Isidro Modesto stalking you at MLK on 8/1/24 @ 2:37pm.*"

The Court denied the TRO on its face, finding nothing actionable. The Court would not even issue a temporary order given Delgado hardly needed protection (if anything, Modesto did). The Court rejected Delgado claims with a stamp:



The Court's sound rejection reflected a judicial determination that Delgado's allegations failed to meet the minimum threshold for temporary protection. Although the Court offered Delgado an opportunity to proceed to a hearing (without a temporary restraining order) where both parties could present evidence—she declined and abandoned the petition.

This pattern of filing a sworn declaration, relying on internal allies like Castaneda for support, and then withdrawing the claim when called upon to present actual evidence mirrored the tactics used by both Delgado and Castaneda against Clark. Both false accusations, three months apart, were scripted, promoted, and executed by Castaneda as part of a broader pattern of retaliatory maneuvering, political scheming, habitual self-soothing—some sort of perverse amusement.

The implications of Delgado and Castaneda's accusations against Modesto cannot be overstated. Delgado's sworn claims (submitted under penalty of perjury) alleged conduct that, if believed, would have constituted criminal stalking under Penal Code § 646.9,⁵³ supporting the issuance of a restraining order under CCP § 527.6.⁵⁴ Castaneda called the police, implicated Modesto in a criminal offense, and requested Court intervention that, if granted, would have required Modesto to surrender any firearms,⁵⁵ barred him from multiple public spaces, and subjected him to immediate arrest upon any claimed violation.⁵⁶ Restraining order filings are public record;⁵⁷ the

⁵³ [Penal Code § 646.9\(a\)](#): "Any person who willfully, maliciously, and repeatedly follows or harasses another person and who makes a credible threat... is guilty of the crime of stalking." Punishable by up to 1 year (misdemeanor) or up to 5 years (felony with prior or protective order).

⁵⁴ [Code Civ. Proc. \("CCP"\) § 527.6\(b\)\(3\)](#) defines "harassment" to include "a knowing and willful course of conduct directed at a specific person that seriously alarms, annoys, or harasses the person, and that serves no legitimate purpose."

⁵⁵ [Penal Code § 29825\(a\)](#) (prohibiting firearm possession by persons subject to certain restraining orders) and [CCP § 527.9](#) (court to order relinquishment of firearms upon issuance of a protective order).

⁵⁶ [Penal Code § 273.6\(a\)](#): "Any intentional and knowing violation of a protective order... is a misdemeanor," punishable by arrest without warrant under Penal Code § 836(c)(1).

⁵⁷ [Rules of Court, Rule 2.550\(a\)](#); restraining order filings are presumptively public unless specifically sealed.

reputational, professional, and legal consequences begin the moment the allegation is made, regardless of outcome.

Neither Delgado nor Castaneda gave thought to the consequences—consistent with their outrageous treatment of Clark. At Castaneda’s direction, Delgado targeted a man whose wife she knew, whose family she had spent time with on a trip to Guadalajara, and whom she had once recommended for a City position. Despite that personal history, she publicly accused him of stalking—an allegation that could have destroyed his marriage, reputation, and livelihood. Their indifference to the potential harm to Modesto and his family underscores the callous recklessness and vindictiveness that marked their accusations against Clark.

That same willingness to fabricate and weaponize accusations surfaced again just months later in their claims against Clark arising from the February 27 birthday gathering. But before those allegations could be formally leveraged inside City Hall, the Clique and their allies began priming the public narrative. On March 4, 2025—the first Council meeting after Mayor Morrison’s February 18 comments dismissing their claims as manufactured—several of them took to the podium to chastise him. The most telling remark came from Polanco, who urged the Council to “*do an independent investigation and put the mayor’s partner assistant on leave until all the unvarnished truth comes out.*” That demand was no off-the-cuff suggestion; it mirrored the refrain later repeated by Clique members during their interviews with investigator Mark Garcia. Two weeks later, on March 18, Councilmember Rodriguez would echo the same theme—albeit shifting it from an “*independent investigation*” to an “*ad hoc*”⁵⁸ investigation by the Council itself.

O. The Clique and Team Aguirre Seed Unfounded Rumors Into Clark’s Work-Life

This section details how members of the Clique and Team Aguirre worked in concert to inject unfounded allegations into both Clark’s professional and personal life, using a mix of staged political maneuvers and coordinated public commentary. The following subsections address, in turn: the March 18, 2025 political stunt by Councilmember Rodriguez and its alignment with talking points captured in the Garcia investigative report, and the repetition of those themes in public remarks.

1. Rodriguez’s March 18 Stunt and Coordinated Narrative

On March 18, 2025, Councilmember Jose Rodriguez used a City Council meeting to stage a political stunt that served no legitimate legislative purpose. Just a week earlier, he had slipped in a last-minute “*City Council Item Request Form*” proposing the creation of an “*ad hoc oversight*

⁵⁸ *Ad hoc* means “*for this purpose*” and describes a temporary, tailor-made action. Rodriguez’s so-called *ad hoc* investigation was no genuine inquiry—it was a staged proposal meant to be shot down in public, generating headlines rather than facts. It was so ridiculous that the Council did not even vote on it.

committee” to investigate vague allegations he repeatedly labeled as so-called “*perceived*” by the public. The move was procedurally improper, had no factual basis, and directly echoed false allegations in an active lawsuit against the City, aligning both Rodriguez and the City with the plaintiffs’ claims. It was political theater, pure and simple: the request received no second, died instantly without a vote, and yet succeeded in introducing the idea of an “*investigation*”⁵⁹ into the public record. Rodriguez used the platform to deploy loaded terms like “*alarming*” and to vouch for the lawsuit’s plaintiffs as “*very well-respected community members*”—rhetorical moves meant to lend their false claims credibility.

Councilmember Molina deemed Rodriguez’s stunt “*highly inappropriate*” and promptly filed her [own motion](#) to revise the City’s process to prevent further “*misuse*” of Council chambers as a political stage. Councilmember Yamane agreed, noting that “*we do not have the authority*” to investigate personnel matters. The HR Director confirmed, “*the only person that has the authority is the City Manager.*” Mayor Morrison was even more blunt: “*If this is voted on tonight, I guarantee you there will be interviews with TV stations tomorrow.*” He also dismantled Rodriguez’s false claim—echoing Team Aguirre’s—that the December 10 Council meeting was irregular, calling it what it was: “*Mr. Rodriguez made the claim that normally it takes months to do that. He’s been on the council for more than four years. He knows that’s a lie.*” City Policy No. 402 is clear: “*After the development agreement is considered by the Planning Commission, [it shall be] placed on a City Council agenda to have it considered for approval.*” The December 10 meeting was the final meeting of 2024, so it was properly placed on the agenda and the Commission’s recommendation approved.

Rodriguez’s most embarrassing moment, however, came under pointed questioning from Councilmember Bush. Attempting to defend his motion, he offered an incoherent rationale: “*It is not normal... to have respected business leaders in our community, which have been your friends for decades, come forward and press a lawsuit against the city.*” When Bush demanded evidence, Rodriguez admitted he had none. He tried to sidestep the “*details*,” but Bush pinned him down until Rodriguez could no longer evade the truth—his accusation was built on nothing but air:



⁵⁹ Echoing Polanco’s exact demand two weeks earlier at the March 4 Council meeting.

2. Rodriguez’s “Ad Hoc Investigation” — A Sham Disguised as Oversight

Rodriguez’s proposal for an “*ad hoc investigation*” was never about uncovering the truth. He was posing as a champion of transparency, while truth was the last thing on his mind. It was like setting a barrel of wet leaves ablaze to make your neighbors panic, only for everyone to realize there was no fire at all—just smoke. That was Rodriguez’s stunt: an empty performance designed to create suspicion where none existed.

This carnival-like sideshow is exactly why credible institutions separate investigations from the people whose conduct is in question—because otherwise they risk becoming part of the cover-up themselves. In 2018, after a series of high-profile [workplace scandals](#), the California Legislature passed its Policy on Appropriate Workplace Conduct in June, and by February 2019, had established a truly independent Workplace Conduct Unit⁶⁰ staffed with trained investigators. In October 2022, a [racist comments scandal](#) erupted in Los Angeles when a private 2021 meeting of councilmembers was leaked, prompting the California Attorney General to launch an investigation into the city’s redistricting process—because no one believed the council could credibly investigate itself. And in New York, Governor Cuomo’s Moreland Commission—touted as a statewide anti-corruption effort—was shut down in March 2014, less than a year after its July 2013 launch, just as it began uncovering politically damaging information. It was a [textbook example](#) of how insiders will end so-called independent probes once they threaten the powerful.

During the [Sunroad scandal](#) in 2006–2007, City Hall first relied on an insider-controlled review—promptly dismissed by local outlets as ‘the fox guarding the henhouse.’ Meanwhile, Michael Aguirre was leading his own parade of self-promotion, holding press conferences with the flair of a carnival barker. [A judge eventually barred him](#) from prosecuting a related criminal case on ethical grounds, citing his inability to separate civil and criminal roles.

Rodriguez understood all of this. If a truly neutral investigator had been engaged on March 18, that person would have pulled the thread on the very coordination and political theater Rodriguez and Team Aguirre were staging, and might well have flagged Rodriguez’s “*ad hoc*” motion itself as an exercise in narrative manipulation rather than oversight. So he chose the opposite: a procedurally improper motion that died for lack of a second⁶¹—giving him the performance of “calling for an investigation” and the talking point that others “shut it down,” without any of the risk that comes with a real, independent probe. The rest of the Council gave Rodriguez’s stunt the respect it deserved: it “died for the lack of a second” meaning that all that time and energy was spent for a motion that never moved. Whether Rodriguez’s political career will be enhanced

⁶⁰ [Workplace Conduct Unit](#), 915 L St., Ste. 1260, Sacramento, CA 95814; 877.231.5956

⁶¹ A motion “dies for lack of a second” when no second member even agrees to discuss it. Seconds are almost always given as a courtesy, even to doomed motions. Failing to get one is rare, signaling the proposal was absurd.

by the Aguirre-like theater will remain unknown. However, what is clear is that any legitimate legislator would never allow this to happen, nor want this kind of video on his resume:



The contrast with Garcia’s later “investigation” could not be starker—or more telling. Garcia’s work exemplified the kind of controlled, selective inquiry Rodriguez’s stunt implicitly favored: ignoring facts where they mattered, exaggerating where it helped, and staying silent when the record cut against the preferred storyline. That is the only sort of “investigation” Rodriguez would have tolerated—but even that was too much risk for March 18, because the point that night was not to investigate. The point was to plant suspicion, cast doubt on City leadership, and generate cynicism for personal gain in the coming mayoral race. The City paid the price in trust.

3. The Clique’s Coordinated Statements to Garcia About Clark Being Placed on Leave

In assessing whether the public comments and councilmember statements on March 18, 2025 were independent reactions or the product of coordinated messaging, both the Garcia investigative report and the meeting transcript reveal notable thematic and linguistic overlap. Witnesses interviewed by Garcia in the weeks after the meeting used identical or near-identical language heard in public remarks, especially around the issue of placing Clark on administrative leave.

Several witnesses in Garcia’s report raised the idea of Clark being placed on administrative leave. These comments were framed as common-sense management actions in light of the accusations and investigation, with language suggesting urgency and inevitability. For example, according to the Garcia Report, Castaneda “*believes that Clark should have been placed on admin leave immediately, as that has been the case with others who have committed, in her opinion, far less serious infractions.*” Her fellow Clique member, Williams mentioned other City employees “*who were placed on admin leave immediately for less serious infractions ... and he felt that if anyone should have been put on admin leave, it should have been Flores - Clark.*” According to Garcia, “*Apalategui was concerned because previous cases that only involved verbal accusations, not physical ones, resulted in employees being placed on leave immediately.*” Showing the extent to which the unfounded rumors had spread throughout Clark’s workplace, according to Yamane, who held an “open house” on March 25, 2025, reported, “*The employees*

were concerned that special treatment was being shown to Flores Clark since, in a similar situation in the past, the employee was put on leave right away.”

4. March 2025 Meeting Comments About Leave (Rodriguez and Polanco)

At the March 18 council meeting, similar language emerged. Rodriguez emphasized perceived double standards, stating, *“if these accusations were to be made for any other assistant in her office, the response would be different.”* Rodriguez was repeating a teammate’s March 4 Council comment, when Polanco said, *“Put the Mayor’s partner assistant on leave until all the unvarnished truth comes out.”* While not using the term *“leave”* explicitly, his framing mirrored the Garcia report’s witness statements that Clark should not remain in her position during the investigation. Other speakers, such as Polanco, linked Clark’s role to broader disruption, referring to *“havoc”* caused and insisting on accountability—language that supports the same implication: that leadership action (including leave) was necessary.

P. Team Aguirre’s In-Sync Pro-Labor Messaging to Rope In the Clique

On March 18, several Team Aguirre speakers synchronized their remarks to appeal directly to the union-aligned (MEA) employees in the chamber—particularly Apalategui, Castaneda, and Delgado—mirroring their talking points on workplace and wage issues despite having shown little prior interest in such matters. For example, Aguirre said, *“If you hire people for unnecessary work and pay them hundreds of dollars an hour, you’ve taken that money away from the pockets of your loyal employees.”* Immediately following public comments by Castaneda⁶² and Delgado,⁶³ McCarthy shared her new-found concern for union workers: *“I feel that money spent on frivolous outside counsel should be spent on the hardworking people that have your back,”* while Polanco stated that *“this is money wasted... that could have gone to the labor union workers... to retirement, to pension, to those things that are important for the labor union.”*

Although MEA President Apalategui did not speak during public comment at the March 18 meeting, she attended alongside Castaneda and Delgado—and spoke directly with McCarthy that evening. March 18 was also the closed session in which Bush first discussed Delgado’s accusations against Clark, making it the latest possible date Rodriguez could claim to have learned of them. But Apalategui had known about Castaneda’s fabricated allegations almost immediately, learning of them on February 27—within minutes of their invention. The Garcia Report confirmed the March 18 interaction between Apalategui and McCarthy, noting that *“She did previously meet McCarthy⁶⁴ at a meeting involving many different unions and McCarthy let*

⁶²Castaneda told the Council, *“[Y]our MEA employees are still working hard out there—through all the weather conditions and regardless of the chaos and the low wages.”*

⁶³ Just before McCarthy’s comment, Delgado commented, *“Times are tough, but we hope that you value ... those of us that are boots on the ground and want to continue serving the community of National City.”*

⁶⁴ Despite this meeting with McCarthy, Garcia also wrote, *“Apalategui denied knowing McCarthy.”*

Apalategui know that she was very supportive of the employees and was supportive of their negotiations for a stronger contract.” This sequence shows that both women had early access to information about the allegations, well before any details were made public.

Q. March 18 Leak Drives Smear into Public Arena

That staged display of pro-labor solidarity was not the end of March 18—it was only the opening act. In the hours that followed, the same network pivoted from orchestrated public messaging to covert sabotage. Their target shifted from shaping perception inside the council chamber to exploiting confidential proceedings in the closed session itself. By night’s end, allegations shared in that session were in McCarthy’s hands, ready to be repackaged for maximum public damage and deployed in a public forum weeks later. The transition from coordinated speeches to back-channel leaks underscored the dual nature of the campaign: one arm was designed to win public sympathy, the other to weaponize privileged information.

The Garcia Report shows that the words McCarthy used on April 18 were identical to the language in Delgado’s complaint, a match that could only have come from someone with direct access to that document. While Apalategui denied knowing how McCarthy obtained the information, she had been involved from the outset and was present for both Delgado’s and Castaneda’s interviews. Her role, combined with the matching language, raised serious questions about whether she, Rodriguez, or another insider leaked the details from the closed session, and about how quickly those details were weaponized.

Councilmember Bush would later confirm just how directly this information traveled from the closed session into McCarthy’s public remarks. On April 22, Bush recounted that during the April 18 meeting, McCarthy repeated the very details he had shared in the March 18 closed session: that Delgado alleged Clark touched her at an employee birthday lunch on February 27 and made a comment about her body. Bush’s statement made clear that the leak occurred within hours of the meeting and that the information was not vague gossip, but precise, verbatim details from a confidential discussion. The breach was immediate, deliberate, and intended to inflict maximum reputational harm.

The leak was not a harmless breach of protocol—it was a direct act of workplace harm. By transmitting confidential and false allegations into the public sphere, it amplified the harassment Clark was already enduring and ensured those rumors would circulate beyond City Hall. Under the Fair Employment and Housing Act (“FEHA”), the City had a duty to take “*all reasonable steps*”⁶⁵ to stop this kind of discrimination and harassment. For purposes of liability, Rodriguez, Castaneda, Delgado, Apalategui, and Williams all met the statutory definition of “*supervisors*,” making the City strictly liable for their conduct. The City also bore independent liability for

⁶⁵ [Gov. Code § 12926\(j\)\(1\)](#)

failing to prevent the harassment once on notice. Instead of intervening to protect Clark, the City—through another supervisor—took action that compounded the harm.

On March 20, 2025—just two days after the closed-session leak—HR Director Flores-Hernandez served Clark with a notice of fact-finding to investigate “*complaints may [sic] by staff against you concerning potential violations of the City’s rules and regulations against harassment.*” This notice came despite the availability of surveillance footage that would have shown the allegation to be baseless. Had Flores-Hernandez reviewed the footage—or acknowledged doing so—she would have known there was no legitimate basis to proceed. By moving forward regardless, the City crossed a line: Clark’s harassment was no longer merely tolerated; it was institutionally endorsed.

The escalation did not stop there. On April 1, 2025, the campaign against Clark spilled even further into the public arena. That evening, during a City Council meeting, Polanco accused Clark—still mourning the sudden death of her nephew, Javier—of soliciting a \$7,000 kickback. “*The mayor’s assistant asked me to go along with the scheme of giving her \$7,000... I don’t appreciate that,*” Polanco told the Council. She offered no evidence for the claim, and any attempt to justify it would only have underscored its implausibility. The accusation was part of a larger pattern of calculated public smears, designed to undermine Clark’s credibility while masking the motives of those spreading them.

At its core, Polanco’s statement was a recycled and distorted narrative: that on November 18, 2024, when Javier’s employer offered to cover his funeral expenses, it was Clark—not Polanco—who sought to profit by pressuring Polanco to rewrite cemetery contracts, backdate them, and double the fees. This claim was not only absurd but cruelly timed, weaponizing Clark’s personal tragedy to publicly damage her reputation and to shift scrutiny away from the CFB. The attack was as personal as it was political, exploiting grief for strategic gain.

After months of silence, Clark finally broke down. At the podium, she held up her phone: “*This phone right here, this is my son. He’s not my nephew. He’s my son. And who knows better than that? They do. They’ve been my friends, my best friends, my family for over two decades. They know my history.*” She explained that her sister had died by suicide while fleeing an abusive relationship, and she had raised Javier as her own son ever since. She accused Polanco and McCarthy of exploiting their intimate knowledge of her life and grief to punish her: “*They held my son’s body for almost a month... only for them to tell me they’re still not gonna allow me to bury my son with his birth mother, with my sister.*” Her raw pain, captured on video archived on the City’s website, laid bare the human cost of the smear campaign:



What began as hostility soon evolved into something far more vicious—undeterred by Clark’s grief, truth, or decency. Team Aguirre just doubled down, recycling the same cruel narratives with rehearsed precision. Seeing Clark’s anguish had only strengthened their resolve.

R. April 15, 2025: McCarthy Escalates with Greater Ferocity

At the very next Council meeting, McCarthy escalated her attacks to a new level of intensity. She resurrected allegations Clark had already publicly refuted on April 1, making it clear the repetition was neither accidental nor rooted in misunderstanding—it was intentional, malicious, and designed to reopen the wound. She again suggested Clark had tried to profit from her own son’s death, echoing almost word-for-word Polanco’s outrageous claim from two weeks earlier: “[N]ot only did she ask for a free funeral and cemetery service, but she also asked us to rewrite the contract because she found out that the employer of her nephew—not her son—was going to pay for the services.” By reintroducing the accusation after Clark’s emotional rebuttal, McCarthy signaled that the cruelty was part of a strategy, not a lapse in judgment.

McCarthy went beyond merely repeating the claim—she sought to bolster it with theatrics. Waiving a document, she taunted Clark: “*Here you go. Let there be no doubt. And our attorney has far more paperwork.*” The gesture was calculated to project confidence and legitimacy, as though the mere existence of paper proved the truth of her words. She followed up by accusing Clark of attempting to falsify Javier’s death certificate—a charge flatly contradicted by the birth certificate itself. The persistence of these disproven claims underscored the deliberate nature of the smear. The aim was not to persuade, but to saturate the public record with the lie until it felt impossible to erase.

At the same time, McCarthy worked to shield a political ally. She pivoted from attacking Clark’s character to defending Rodriguez, gaslighting the public about his “turkey giveaways” and framing them as evidence of corruption tied to the Mayor: “*The Brikhos your friends have sent have spent thousands of dollars on frozen turkeys and hams at your behest ... We are told you are getting Brico discounts.*” These were not vague insinuations—they were scripted attacks meant to confuse the public, muddy the narrative, and shift attention away from the misconduct McCarthy and her allies were working to conceal.

McCarthy’s April 15 performance was more than an isolated act of malice. It was a continuation of the March 18–April 1 pattern: a calculated blend of personal attack, public spectacle, and political utility. By recycling disproven allegations and weaving them into new, unrelated claims, she and her allies kept the pressure on Clark while creating a steady stream of controversy for political exploitation. It was the clearest signal yet that the campaign against Clark was not a spontaneous reaction to events—it was an organized operation with staying power.

S. April 18: Leak Weaponized and Garcia Looks Away

Three days later, on April 18, 2025, the smear campaign shifted into its most aggressive phase. That day’s City Council meeting became the stage for a direct breach of closed-session confidentiality—transforming private deliberations from March 18 into a public weapon. In full view of the chamber, the same network that had synchronized its messaging a month earlier deployed those secrets for maximum damage, and investigator Mark Garcia’s later handling of the episode revealed just how determined he was to look the other way.

The full extent of what transpired behind closed doors on March 18 would not be revealed until April 22, 2025, when Councilmember Bush publicly [gave a detailed account](#) of the April 18 breach:

At the Friday special meeting [on April 18] Luisa McCarthy publicly shared details of the complaint of the sexual harassment complaint made by Elyana Delgado against Josie Flores-Clark. The details shared included details I shared ... during the March 18 special closed⁶⁶ session meeting. Specifically, I described the facts about the case as I understood it (Josie touched Elyana at an employee birthday lunch on 2/27 and made a comment about her body).

The Garcia Report confirms that the words McCarthy used on April 18 were identical to language in Delgado’s formal complaint, meaning that someone with access to that confidential document had provided it to her. While Apalategui denied knowing how McCarthy obtained the information, she had been involved in the matter from the outset and was present for both Delgado’s and Castaneda’s interviews. Her role, combined with the matching language, raised serious questions about whether she, Rodriguez, or another insider had leaked the details from the closed session.

T. Rodriguez Joins Team Aguirre’s April 18 Offensive

The coordinated smear campaign peaked on April 18, 2025, during a City Council meeting where Rodriguez chose not to take his seat on the dais. Instead, he crossed the line—literally and politically—by joining Team Aguirre as a “*member of the public*,” seated shoulder to shoulder

⁶⁶ “A person may not disclose confidential information that has been acquired by being present in a closed session ... to a person not entitled to receive it, unless the legislative body authorizes disclosure.” [Gov. Code § 54963\(a\)](#).

with his allies: Polanco, McCarthy, Aguirre, Severson, Natalie Vilas Boas, Teran, Ashley Morrison, Alisha Morrison, Doyle Morrison, Scheller, and Frank Rivera.⁶⁷ The alignment was not subtle; it was choreographed and unmistakable, best illustrated by still images now preserved in the City’s public archive:



April 18 was the moment Team Aguirre had been waiting for—chomping at the bit for the opportunity to leak the closed session information they had been holding onto for over a month. McCarthy took the oar and steered the attack, addressing Mayor Morrison directly with a question that unmistakably breached that confidentiality: “*Was Ben Martinez trying to hold your assistant, Josie Flores Clark, accountable ...to place Josie on an administrative leave to investigate her for slapping the buttocks of another city employee here?*” (emphasis added).

Rodriguez was no mere bystander when McCarthy willfully shared Castaneda’s and Delgado’s fabricated allegation with the public; by that point, he had fully aligned himself with the smear campaign—even as he tried to pin his outrage on having to work on a Friday. In his April 22 email, which suggested Rodriguez had likely leaked the March 18 closed session information to McCarthy, Councilmember Bush also disclosed Rodriguez’s private threat to Apalategui: “[Rodriguez] said that if she doesn’t publicly support Brian, she and/or MEA can forget asking him for any help or support ‘when he becomes Mayor.’”

During the same meeting, a member of the public with no clear affiliation to either side called Rodriguez out for abandoning all pretense of neutrality—describing how the sulking

⁶⁷ Playing the role of Team Aguirre’s planning expert, Rivera’s involvement is remarkable only in its ambiguity—his actual contribution remains to be seen.

councilmember, no longer at the dais, deliberately fomented vitriol from the back of the room while Council was in session: “*Here we have Rodriguez talking ... he's part of the problem, he's creating this controversy here. He's in the back, stirring people up.*” At that same meeting, a Planning Commissioner confirmed that Rodriguez planned to run against Morrison in the City’s next mayoral election.⁶⁸

Rodriguez also delivered two public comments that mirrored Team Aguirre’s talking points. In the first, he chastised the Mayor for “*making backroom deals, trying to silence the public... [y]ou all should be embarrassed and ashamed.*” In the second, he escalated to full-blown hyperbole:

You're really hijacking our city... Ron will go to every length to cover his assistant. There are multiple investigations, an open lawsuit for not complying with Public Records Act requests... operating in secrets, operating in darkness... complicit in this hijacking of the city... Please stop doing that! Follow the decorum... Can I have my ten seconds back?

U. Escalation of the Campaign: April 18 – June 17, 2025

Following the April 18 Council meeting leak, Team Aguirre accelerated its coordinated efforts on multiple fronts—through lawsuits, public comment theatrics, investigative manipulation, and even the beginnings of recall activity. By this point, any sense of decency had long since been abandoned, and over the next two months their boorishness became almost routine—normalized as part of the public discourse. These efforts did not unfold sequentially, but in overlapping bursts of litigation, leaks, and public pressure. The following sub-sections trace those parallel developments.

1. Clark’s Formal Complaint to the City Regarding the Leak (April 21, 2025)

On April 21, 2025, Clark engaged in protected activity when she filed a “[Formal Complaint](#)” with the City, alleging, “*I have reason to believe that Councilmember Jose Rodriguez improperly disclosed this information to Ms. McCarthy, in direct violation of City policies and potentially the Brown Act.*” Three days later, on April 24, Garcia [interviewed](#) her. Clark unequivocally denied the allegations that she had ever spanked Delgado, stating, “*Absolutely not.*” She described the complaint as part of a broader campaign of retaliation and misinformation orchestrated by her former close friends, Polanco and McCarthy, and politically weaponized by Councilmember Rodriguez.

According to Clark, “*Louisa McCarthy and Mika Polanco were fueling this narrative that I had touched someone inappropriately, and Rodriguez used it to push a hostile environment on me at City Hall.*” She referred to their efforts as a “*smear campaign*” driven by opposition to a real

⁶⁸ See, Rodriguez’s [Candidate Intention Statement](#), dated July 30, 2025.

estate development project and personal resentment over her refusal to interfere in City processes. *“They expected me to cross a line I wasn’t willing to cross,” she said. “This whole thing has been manufactured.”* Clark described her workplace environment as *“toxic”* and *“designed to break [her] down.”* She spoke of suffering from severe emotional distress, including insomnia and physical fatigue, and said that the manufactured nature of the complaint made it all the more difficult to endure. *“I don’t sleep,”* she told Garcia. *“This is affecting my health. They know what they’re doing to me.”*

2. Polanco Fake-Sues to Down-Zone Muraoka’s Property (May 1, 2025)

On May 1, 2025, Aguirre filed another lawsuit for Polanco—this time a [“Complaint for Declaratory Relief”](#) (“Second Lawsuit”)—as part of her months-long campaign to pressure the Muraoka family into selling her the Project property. The cause of action itself underscored its frivolousness: Polanco was literally asking a Judge to *“determine”* something that was already widely known—certainly the City knew—which was that it had the authority to rezone the Muraoka property. That this was already known (and therefore that the City did not need Polanco to ask the Court to tell them) is not debatable. Both Polanco and McCarthy admitted it during public comment at the June 17 Council meeting:

All right, well, as Luisa said, you do have the power to re-zone it. I don't think that that's the question being proposed. I think the question is not, you know, whether these, what, whether you can turn it back to residential or not, you know you can. You have the legislative power to do so.

For some reason other than the stated one, however, Polanco’s Second Lawsuit asked that precise question. Moreover, that was the only question it asked. The *“Prayer”* in her Complaint makes that clear:

10	PRAYER FOR RELIEF	
11	WHEREFORE, Plaintiff prays judgment as follows:	
12	1. A judicial determination that there are no vested rights that block or impede the	
13	City of National City’s authority to restore the .80-acre parcel to RS-2 and the corresponding	
14	General Plan to Low-Medium Density Residential.	

This raised the same problem as her first lawsuit, filed January 24. That suit claimed to seek production of City records, but it was filed before the deadline for the City to even produce them. Just as the First Lawsuit was not really about records, the Second was not really about confirming zoning authority. In both cases, the lawsuits were props. Their true purpose was to manipulate the Muraokas by creating pressure and uncertainty, while simultaneously generating

documents Aguirre and Polanco could present to the public—especially the media—for an entirely different narrative. In short, the lawsuits were never legal disputes; they were political and commercial weapons.

The filing capped three months of steady pressure applied through her realtor, Sharon Smith. On February 15, 2025, Smith sent the Muraokas’ agent two bank statements showing Polanco’s accounts with a combined balance exceeding \$4.6 million. In a [March 21, 2025 email](#), she began floating the idea of a “campaign” for residential rezoning that would depress the property’s value: “*the neighbors*”⁶⁹ ... *put together some association against any sort of commercial building in that area ... If this group challenges the annexation this property could become only residential.*”⁷⁰ She even pointed to media reports amplifying Ms. Morrison’s “controversy” (which, like Team Aguirre’s conduct, had caused substantial economic harm to the Zakar family).

Although the Muraoka family’s realtor made it clear he was not interested in discussing the “neighbors,” Smith persisted. Her [March 21 email](#) pressed harder—asking rhetorically, “*wouldn’t the value start dropping?*”—a warning of further financial harm if the community opposition continued. She invoked Alisha Morrison by name to underscore the threat.⁷¹ The message was unmistakable: if the Muraokas did not sell to Polanco, a coordinated campaign would erode the value of their property.

That pressure campaign was hardly a secret. Team Aguirre knew perfectly well that the City had the authority to rezone the Muraoka property if it wanted to—but the City would never want to unless the Muraokas themselves requested it. Another angle, however, was confusion: perhaps the Muraokas could be made to believe that this lawsuit might result in their property being rezoned against their wishes, and that their property value could plummet. In fact, the Muraokas were concerned, feeling only a little better when Martin Reeder assured them that the City had no plans to downzone the Project property.

It was never as though Team Aguirre went into these lawsuits with any coherent legal objective. The one thing they did know was that filing them would create drama, turmoil, and expense. And based on a lifetime of operating this way, they also knew that most ordinary people eventually get tired of the chaos and give in. The gamble was simple: drag the City and the Muraokas through enough legal and political mayhem, and eventually someone might throw up their hands and say, “life’s too short—just give them what they want.”

⁶⁹ Smith was referring to a “group” led by Alisha Morrison, who “quit her job” to “campaign” for rezoning.

⁷⁰ Alisha Morrison rallied the Lincoln Acres troops with a [flyer for a meeting on February 20, 2025](#).

⁷¹ [March 21, 2025 email](#) from Sharon Smith to the Muraokas’ agent, warning that “*the community has really launched a campaign*” against commercial use of the property and suggesting that “*the value [would] start dropping*” if the controversy continued.

But another possible outcome was just as foreseeable—and that is the one now playing out. The lawsuits were so flagrantly frivolous and transparently tactical that they prompted not fear, but eye-rolling. Instead of pressuring the City into submission, Team Aguirre’s antics revealed their desperation. By May and June, their public comments devolved into little more than bargaining: *“drop the lawsuits if you rezone the property.”* These were not the moves of clever tacticians. They were the flailing tactics of people who conduct themselves through disruption as a matter of habit, mistaking mayhem for strategy.

What Team Aguirre failed to understand was that Clark, the Mayor, and the rest of the City’s leadership were not the type to cave to circus acts. They were not going to reward clowns in suits demanding ransom. And by June 17, the spiral had tightened. The desperation became undeniable, culminating in public pleas for an “off-ramp” in exchange for abandoning their meritless lawsuits—an arrangement that looked less like negotiation and more like extortion.

Time and again, Team Aguirre openly revealed what their lawsuits were really about: not justice, not law, but leverage to force a sale. They did not even bother to disguise Polanco’s extortion campaign when speaking to the Council. Over and over, they said the same thing: if you rezone, we’ll drop the lawsuits; if you don’t, we’ll keep going. The following compilation of their statements makes that point unmistakably clear.



3. Garcia Ignores Contradictions in Witness Testimony (May 5–11, 2025)

Meanwhile, Garcia’s investigation was gathering testimony that directly contradicted the Clique’s narrative, yet he failed to address it. On May 5, at 9:30 a.m., just an hour after Castaneda reaffirmed her March 26 statement that she had only spoken to Delgado, Apalategui, and McGhee, Ron Williams told Garcia that *“Juanita Castaneda came to his office the Monday following the incident [March 3, 2025] to tell him ... that Delgado was touched inappropriately on the butt by Josie Flores Clark.”* Six days later, on May 11, Councilmember Yamane told Garcia that Castaneda had approached her during a public event on March 25—the day before Castaneda’s first interview—and discussed both the allegations and the status of the investigation. Garcia summarized it himself: *“Yamane stated that she had a conversation with Juanita Castaneda on March 25, 2025, during which Castaneda discussed the allegations and*

the status of the investigation.” This was a direct contradiction of Castaneda’s account, yet Garcia’s report never acknowledged it.

Meanwhile, Rodriguez, who was present at the March 18 closed session where the leak originated, failed to appear for his scheduled interview. Garcia excused the absence without explanation and never followed up. His failure to pursue Rodriguez, paired with his dismissal of Castaneda’s contradictions, left the report irreparably compromised.

Not only had Williams contradicted Castaneda’s claim of limited disclosure, he also admitted to misconduct—viewing the surveillance video and sharing it with other members of the Clique.⁷² Garcia recorded this admission but failed to address that it violated policy, confidentiality, and workplace protocol. His own summary even contains a self-contradictory account of whether Williams viewed the video:

Hernandez requested a 4-hour snippet of video but Williams was not sure what it was for at that time. Williams stated that he did not view the video, but rather just put it on the network and gave it to Hernandez. However, Williams did view the portion of the video in which the incident occurred.

The existence of this contradictory evidence, combined with Garcia’s decision to omit it from his credibility analysis, undermines the reliability of his entire report—especially his claim that the source of the leak could not be determined. His failure to even mention Rodriguez’s refusal to appear makes that claim even less credible.

4. Garcia Sustains the Allegations Against Clark Despite the Evidence Proving Them False

Despite the contradictions in testimony and the surveillance footage that undercut Castaneda’s and Delgado’s claims, Garcia sustained the allegation. The video showed Delgado initiating a hug while Clark remained seated. During the brief, one-armed embrace, Clark’s right arm moved slightly, making momentary contact with Delgado’s lower back near the buttocks. The motion was indistinct, lacked force, and appeared incidental—neither clearly accidental nor intentional. It was simply a hug between someone seated and someone standing.

To reach a “*sustained*” finding, Garcia had to alter the assignment he was given.⁷³ The March 20 Notice of Fact-Finding stated that he had been retained to “*investigate these allegations.*” If he

⁷² Not only did Williams conduct his own unauthorized investigation, he violated Regulation 04.16, which requires “*privacy and confidentiality*” of any harassment investigations.

⁷³ Clark alleges on information and belief that Garcia did not change his assignment without first getting the consent of a city public official, likely Flores-Hernandez. In doing so, Garcia as the city’s agent, and Flores Hernandez as a city public official took “deliberate acts” to violate Clark’s civil rights in violation of Regulation 04.16, FEHA, and federal law (e.g., [42 USC § 1983](#); [Clouthier v. County of Contra Costa](#) (9th Cir. 2010) 591 F.3d 1232).

had done so, the only possible outcome was “unfounded.”⁷⁴ Delgado’s written complaint alleged Clark “*spanked my right buttock.*” Castaneda’s alleged Clark spanked Delgado twice. Later, Delgado added claims about a chest grab. The inconsistencies were obvious, and the video evidence disproved all of them. Garcia knew that if he kept his assignment tethered to those allegations, he would have to find them false. But Garcia also knew which side his bread was buttered on. Instead of rejecting the claims, he rewrote them—restating the question as whether Clark’s hand had made any contact with Delgado’s back or buttocks. That rephrasing created just enough space for him to “*sustain*” what could not otherwise be sustained. His report illustrates the shift:

Although the video is from a distance and tiles at times, it does appear that Flores-Clark pats Delgado on the buttocks area twice. In the video Flores-Clark’s right hand cannot be clearly seen, Flores-Clark’s right arm does appear to move back and forth twice when releasing from the hug. In the video her hand appears to strike her upper buttocks or the low back of Delgado. It should be noted that at 1:26:45 of the video Flores-Clark hugs an unknown man and at the end of her hug, pats him on the back twice.

Garcia’s own language betrayed the problem. Delgado had accused Clark of a “*spank.*” Garcia downgraded that to a “*pat.*”⁷⁵ Stripped of embellishment, the finding amounted to this: during a hug initiated by Delgado, Clark’s hand briefly brushed her lower back. That was the full extent of the alleged “*sexual assault.*” The only thing a defense attorney would need to do to exonerate Clark is press play.

Yet Garcia still produced a 27-page report, after interviewing ten witnesses (two of them twice), sustaining an allegation of sexual misconduct over what amounted to a half-second brush of a hand. Incredibly, he admitted he had not even watched the second angle of the surveillance footage, writing that the City had not provided it to him.⁷⁶ In the end, Garcia not only sustained allegations his own evidence showed to be false, he also ignored the Regulation 04.16, which states: “*Knowingly, falsely accusing someone of*” *sexual harassment is “grounds for disciplinary conduct, up to and including termination of employment.”* Both Castaneda and Delgado had made knowingly false accusations. Garcia had the evidence in hand to prove it. But rather than call their conduct what it was—false reporting—he twisted his assignment so that he could “*sustain*” their story and protect the City’s chosen narrative.

⁷⁴ In workplace investigations, a finding of “*unfounded*” means the evidence shows the alleged conduct did not occur at all. This is distinct from “*not sustained*,” which means there was insufficient proof either way.

⁷⁵ “Pat” suggests intentional conduct, but even then, Garcia never concluded—or even suggested—that Clark acted intentionally.

⁷⁶ Garcia wrote, “*I was advised that there was also another video from a different angle that showed the same time frame; however, that video was not provided to the investigator.*”

5. Team Aguirre’s Recall Bush Push (May 8 to June 17, 2025)

As Garcia began taking his final interviews and finalizing his report—Polanco’s second lawsuit having just been filed and served, Team Aguirre began pivoting toward threats of recall⁷⁷—against Councilmember Bush.⁷⁸ (See, [Team Aguirre’s Recall Bush Push](#)).⁷⁹ Supporters circulated talking points echoing the same themes from April 18: Clark was corrupt, Morrison was compromised, and the only “*solution*” was to sweep them out of office. These recall stirrings were not spontaneous—they were the next logical step in the pressure campaign, designed to keep political heat on both the Mayor and Clark while simultaneously amplifying litigation threats.

V. June 17: Team “Junior High School” Aguirre’s Melt Down

By mid-June, the public campaign waged by Team Aguirre had devolved from political theater into personal vendetta. With its narrative unraveling and the City’s complicity under scrutiny, their tactics grew more erratic—and more aggressive. On June 17, 2025, the twisted motive behind Polanco’s months-long crusade was exposed. But by then, Aguirre and Severson had already been caught on camera breaking the law.

1. Desperation Move: Partners (and Agents) Cross the Line

For months, Team Aguirre had been extremely careful while performing a tightrope dance along the Section 47 line—willfully defaming with literal immunity anyone, anytime, saying anything they wanted, as long as it was atop their soapboxes resting at the foot of City Hall’s mic’d up podium. In a single evening, Team Aguirre’s campaign appeared to unravel. Severson showed up for the June 17 Council meeting in a very bad mood. Two weeks earlier, Clark’s recently retained lawyer [emailed](#) Aguirre asking for a short continuance of Clark’s deposition: “*I’m booked solid until June 19. Can we move to that date?*” The next day, Severson responded, [denying the professional courtesy](#).

Over the next two weeks, Severson sent several volatile emails with building frustration at Clark’s refusal to be bullied. Giving in, [on June 16, 2025, Severson agreed](#) to schedule Clark’s for June 19 as requested, but because that date was [no longer available on her lawyer’s calendar](#),

⁷⁷ Polanco and McCarthy were never National City residents

⁷⁸ Team Aguirre had been calling for Mayor Morrison to resign since the April 18 meeting when McCarthy first leaked the false sexual harassment charges against Clark. For example, in one evening, Team Aguirre made these public comments calling for Morrison to step down: [April 18 Video compilation](#).

⁷⁹ After a two-month break, Polanco climbed back onto her soap box with pent-up vitriol she could no longer contain—embarrassing herself, and to some extent, humanity—with a rant that was equal parts [creepy, crazy, and comical](#). In striking contrast to her April 21 remark about “[attacking the problem, and not the people](#),” Polanco raved about “*slapping ass*,” a “*stinky*” mayor, his “*balls*,” his “*lover*” (a “*peacock*”), her “*rodeo*,” and even “*God*.”

Aguirre and Severson had to book it for June 25, 2025. In a failed attempt to make lemonade, Polanco’s attorneys tried to twist a mundane scheduling issue into another sign that Clark was trying to hide something. They sent the City a copy of Clark’s deposition notice as “[Materials Received from Members of the Public.](#)”

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2 Maria C. Severson, Esq., SBN 173967		
3 Alexander M. Gutterud, Esq., SBN 358345		
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5 501 West Broadway, Suite 1050		
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8 Facsimile: (619) 876-5368		
9 Attorneys for Plaintiff		
10		
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA		
12 COUNTY OF SAN DIEGO		
13		
14 MICHAELA POLANCO,	Case No. 25CU004193C	
Plaintiff,	Assigned for All Purposes to	
	Hon. Mark T. Cumble, Dept. C-65	
v.	SIXTH AMENDED NOTICE OF	
THE CITY OF NATIONAL CITY, et al.,	DEPOSITION OF JOSIE FLORES-CLARK	

But Severson could not wait for the Council meeting to begin before venting her frustration. Spotting Clark with her daughter (and [Lt. Omar Ramirez](#)), the City’s surveillance cameras captured video of Severson angrily confronting Clark, saying: “*Are you going to show up to the deposition this time? You know it’s against the law and you have to show.*” When Clark replied, “*You can talk to my attorney,*” Severson repeated her accusation that Clark was breaking the law.⁸⁰

When Clark’s daughter told her to speak to her mother’s attorney, Severson stepped toward her, demanding, “*Who are you? What’s your name?*” Clark moved to block Severson from her daughter, but Severson sidestepped the mother bear to continue her advance:



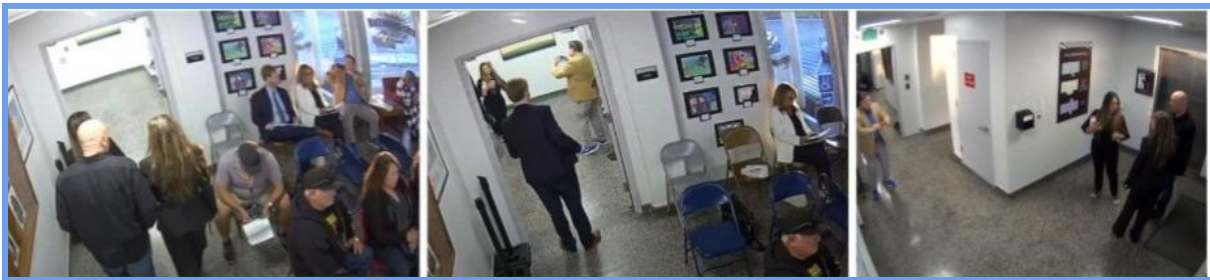
As a licensed attorney, Severson was barred⁸¹ from initiating any communication with Clark—let alone confronting and bullying her and her daughter. The rule’s application here was—and always has been—unambiguous. Severson knowingly violated a core ethical safeguard designed

⁸⁰ See, [Clark’s attorney’s letter, dated June 24, 2025.](#)

⁸¹ [Rule of Professional Conduct 4.2](#) plainly states, “[A] lawyer shall not communicate directly or indirectly about the subject of the representation with a person the lawyer knows to be represented by another lawyer in the matter.”

to preserve the integrity of the legal process. Rule 4.2 functions as a mandated shield against improper attorney contact, especially when that contact is coercive, abusive, or manipulative—the very kind of misconduct Severson committed.

Due to Severson's belligerence, Clark's daughter asked Lt. Ramirez for an escort to her car when she planned to leave later that evening. But before they could reach the lieutenant waiting for her downstairs, Clark and her daughter were accosted again—this time by Aguirre. Sitting alongside members of the public⁸² outside Chambers, Aguirre spotted his prey passing through. Aguirre grabbed his cell phone, sprang to his feet and followed Clark—with his young associate⁸³ in tow about to witness a master class in professional misconduct.⁸⁴



As though Severson's confrontation of Clark and her daughter were not enough, Aguirre's own anger caused him to slip during public comment, inadvertently revealing his knowledge of Severson's own misconduct earlier that evening, before stumbling mid-sentence to conceal the truth. By then, an unhinged Aguirre seized on a remark Clark had made to Severson in a conversation that never should have occurred—twisting it into yet another pretext to attack the Mayor:

You have your assistant make a mockery out of the justice system. She doesn't come to her depositions for six different deposition times. We accommodated her, and then tonight she tells ... **um someone** ... that she might not come to the next one, just on her whim (emphasis added).

⁸² That same evening, Aguirre took unsolicited photographs of Clark, her daughter, and another attendee—prompting the scornful citizen to [photograph Aguirre](#) back.

⁸³ Barely six months into his licensure as a California attorney, [Alexander Myers Gutterud's](#) supervisors modeled how to skirt ethics laws: in full view of surveillance cameras.

⁸⁴ Describing “Prohibited Harassment,” [CRPC Rule 8.4.1\(a\)\(1\)](#) states, “a lawyer shall not: (1) unlawfully harass or unlawfully discriminate against persons on the basis of any protected characteristic;” Comment [1]: “Conduct that violates this rule undermines confidence in the legal profession and our legal system.”

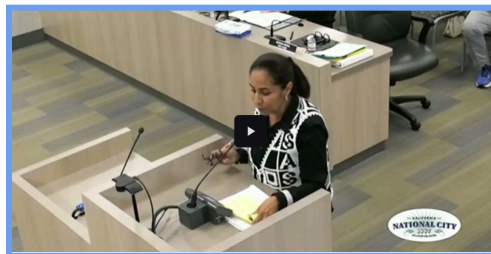


Aguirre’s vague reference to “*um ... someone*” revealed his knowledge of Severson’s illegal act. His decision only to allude to Severson was an effort to obscure her identity while still using the episode to advance his argument. By invoking the incident publicly, Aguirre ratified Severson’s misconduct while attempting to shield his firm and his clients from her liability.

2. AmBush: Aguirre Cracks Under Councilmember’s Cross, Polanco’s Secret Slips

The June 17, 2025 City Council meeting was the culmination of the gaslighting, smear tactics, and coordinated mayhem that had been unfolding since November 18, 2024. By this point, the circus had become familiar. But that evening marked a turning point—not because Team Aguirre escalated their attacks, but because Councilmember Marcus Bush pulled off a cross-examination that exposed their true motives for all to see. In a performance that would have impressed even F. Lee Bailey,¹ Bush pressed Aguirre and his allies with simple, direct questions that cut through months of noise. The effect was surgical: in a few exchanges, Bush forced into the open what Team Aguirre had tried desperately to conceal.

The exchange was devastating. After months of portraying themselves as crusaders for transparency and good governance, Team Aguirre was revealed as self-interested operators. Under Bush’s questioning, Aguirre admitted that someone (he would not say who) had secretly offered to purchase the very property at the heart of the litigation—the Muraoka property. But Aguirre’s mug-shot face showed he was busted—that it was one of his clients who made the offer. What had been dressed up as grassroots advocacy was unmasked as a months-long pressure campaign to clear the path for Polanco’s power-hungry ambitions. The significance of Aguirre’s AmBush moment is best conveyed by simply watching and listening:



3. Morrison Restores the Record

Mayor Morrison’s closing comments on June 17 put the entire six-month circus in perspective. He began by stressing a simple principle: neighbors are entitled to input, but they cannot dictate what happens on someone else’s land. Rezoning decisions are either initiated by the property owner or undertaken through a general plan process, not by outsiders with no ownership stake. He dismissed as “*idiotic*” the suggestion that downzoning commercial property to residential would have no effect on value, pointing out the obvious conflict of interest: those pushing the downzone were the same people seeking to buy the land at a discount.

From there, Morrison highlighted the absurdity of the political attacks: a handful of individuals with no ownership interest, and in some cases not even residents of National City, were trying to dictate policy through accusations, threats, and even recall talk. He called the spectacle “*a circus*”—one fueled by personal attacks, childish antics, and a campaign that had long since lost credibility. He concluded the Council was being asked to downzone a parcel by people who did not own it and had no legal standing. That, he said, was “*a highly unusual circumstance*” he had never seen such a thing in his 33 years of public office.

4. “It’s Extortion”: Councilmember Bush Calls Out the “Lies” In AmBush II

After Morrison’s steady dismantling of the downzoning charade, Councilmember Marcus Bush took it further. He first turned to City staff, asking the obvious: would rezoning the property from commercial to residential cause a loss in value? The answer was clear. Staff explained that rezoning would substantially reduce the property’s value, confirming that what Polanco and McCarthy were demanding was a “*taking*.”⁸⁵

Bush then pivoted to the public accusations, addressing McCarthy and Polanco directly. He reminded them that the gas station project was already dead, and that they knew it. Yet they continued to attack staff, spread lies, and drag the City through meeting after meeting for a political spectacle. Bush called their campaign “*inappropriate*” and “*unprofessional*,” exposing it for what it was: not community advocacy, but a sustained effort to exhaust staff, weaponize process, and extort the property owner into a cheaper sale.

Bush ended with a blunt call for direction: “*Change your approach. Stop with the attacks, stop with the lawsuits, stop with the political theater. If you want to work together on something positive, fine—but this has gone way too far.*”

⁸⁵ A “*taking*” means the government has limited what someone can do with their property so much that it is almost the same as taking the property away. In those situations, the government may have to pay the owner for the loss in value either voluntarily or through an “*inverse condemnation*” lawsuit..



5. AmBush III: Rodriguez Stumbles Into His Own Trap

If Aguirre’s cross-examination revealed the hidden motive, Councilmember Bush’s questioning of Rodriguez exposed the hypocrisy. For months, Rodriguez had been the political megaphone for Polanco and McCarthy, even violating closed-session confidentiality on March 18 to give them ammunition. Yet on June 17, when pressed by Bush, Rodriguez suddenly denounced the very practice he had engaged in—accusing others of using the Council dais as a “*bully pulpit*” while claiming such arguments should be made “*on Facebook, on Instagram, on Twitter, or knocking on doors,*” but not in Council chambers.

The exchange was as unruly as it was revealing. Both Rodriguez and Councilmember Ditas Yamane repeatedly interrupted the Mayor while he was speaking—open violations of the City Council Policy Manual (Section VI(A)(4)), which explicitly prohibits councilmembers from interrupting, disrupting, or disturbing one another while they have the floor. Rodriguez’s interruptions were especially persistent, forcing the Mayor to issue repeated warnings before Bush stepped in and began cross-examining him directly.

Bush refused to let him slide. Over and over, he asked Rodriguez for a substantive position: Did he support downzoning the property or not? Rodriguez squirmed, dodging the question, offering only vague complaints about “*wasting time,*” and trying to shift blame back to his colleagues. His evasions underscored the point: Rodriguez had no policy solution, no substantive proposal—just political theater.

At that moment, the Mayor stepped in to drive home the contrast. He reminded Rodriguez that mediation over land use does not happen with “*people that do not have standing,*” but through the ordinary planning process—Planning Commission, staff, and Council—working with the actual applicant. He mocked Rodriguez’s shifting accusations (“*Ten minutes ago you said I was putting them to sleep, now you’re saying I’m inciting them*”) and turned Rodriguez’s “*bully pulpit*” line against him: “*I’m going to remember those statements you just made ... and we’ll remember those in the future.*”

The irony was glaring. Rodriguez condemned the use of Council chambers as a political stage while simultaneously using them for his own political purposes, just as he had since March 18.

The Mayor and Bush together dismantled the façade: what had been cloaked as righteous advocacy was exposed as self-serving grandstanding, devoid of substance.



6. Councilmember Molina Shuts the Door

Councilmember Luz Molina delivered a [prepared statement](#) that shut the door on Team Aguirre's scheme. Molina asked the obvious questions that had lingered all along: what was the real purpose behind the rezoning demand? Did Polanco, McCarthy, or their associates have any financial interest in the parcel or ties to a developer waiting in the wings? Molina noted that even their Memorial Day community event program included a direct appeal to her and Vice Mayor Bush to support the downzoning, leaving out the rest of the Council—a curious choice that hinted at backchannel lobbying.

Molina then laid out her reasoning. She warned that approving such a request would create a dangerous precedent and expose the City to legal liability. She flatly opposed taxing staff resources any further on a dead project. At the same time, she made clear the proper path: if the actual property owner came forward with a rezoning petition tied to their development goals, that would merit a legitimate discussion. Until then, however, Molina would not support what amounted to outsiders dictating how someone else's land should be treated.



W. Retaliation Continues: More Adverse Action and Ratification By the City

The events that followed Clark's complaint on April 21, 2025, about the closed-session leak, make clear that the City did not merely fail to protect her from retaliation; it became a participant in it. On June 19, a private attorney Debra Reilly notified Clark that she had been retained to

investigate a complaint made against Clark⁸⁶ by Lydia Flores-Hernandez. That same evening, the HR Director abruptly announced her early retirement and departure, leaving Clark to face the investigation without consistent HR oversight.

Then, on July 2, 2025, Flores-Hernandez served Clark with Suspension Notice, attaching the discredited Garcia Report. The City failed to provide the underlying evidence that the Suspension Notice stated it was attaching, much less the materials required by Civil Service Rule 804. A [July 9, 2025 letter](#) from Clark’s counsel—which, like all subsequent letters, constituted protected activity—demanded compliance with Rule No. 804 (which required the Suspension Notice be accompanied by all supporting documents, including exhibits, audio recordings, and investigator notes).

When the City ignored the July 9 letter, Clark’s counsel sent a [July 14, follow-up letter](#), reiterating that the City’s failure to provide these materials deprived Clark of her due process rights and violated mandatory duties under Government Code § 815.6, as well as FEHA’s requirements for fair and nondiscriminatory procedures. When the City ignored the July 14 letter, Clark’s attorney sent a third [letter, on July 21, 2025](#), demonstrating the sexual harassment complaints were false and demanding again the City’s compliance with its mandatory duties. To date, the City has failed to comply, except that, on July 11, Scott Huth gave Clark a thumb drive with a single video (Camera No. 1), but withheld all other documents that the Suspension Notice itself claimed were provided.

The pattern is unmistakable. Clark engaged in protected activity when she reported the April 21 leak of confidential closed-session information. Instead of conducting a prompt, thorough, and fair investigation of her complaint, the City ignored it. When false complaints were lodged against her, the City again failed to investigate. When those complaints were discredited, the City nonetheless advanced toward suspension, weaponizing its own flawed investigation process against her.

Even members of the City Council acknowledged that the rezoning dispute was tainted by outside influence. Councilmember Molina, for example, pointed to “*reports*” describing a community-driven architectural plan for the disputed site, and asked whether McCarthy or Polanco were connected to it. Yet while such conflicts of interest were left unexamined, Clark—who sought accountability for an unlawful leak—was singled out for discipline.

Taken together, these acts constitute classic retaliation and adverse employment action under FEHA: 1) Clark engaged in protected activity, 2) the City responded with adverse employment action, and 3) there is a clear causal link. By failing to investigate her complaint, pursuing

⁸⁶ On her own, Clark would later learn that Flores-Hernandez’s complaint—that she filed at the same time she announced she was leaving the City’s employment—also named several other City employees and officials.

discipline based on false reports, and denying her procedural rights, the City not only violated its own policies but also demonstrated discriminatory and retaliatory intent. By proceeding on an incomplete and misleading record while ignoring its duties to investigate Clark's own April 21 complaint, much less to notify her of any findings, the City aligned itself with those who had targeted her. This course of conduct—initiating suspension, withholding evidence, and disregarding her rights—constitutes unlawful retaliation and discrimination. Rather than protecting Clark from workplace harassment, the City and its officials became active participants, independently and through ratification,⁸⁷ by imposing adverse action because Clark challenged misconduct and civil rights violations, e.g., gender-based discrimination.

III. CAUSES OF ACTION FOR AN UNLIMITED JURISDICTION LAWSUIT

As required by Gov. Code § 910, Clark states that a civil action will be filed in the unlimited jurisdiction of the Superior Court for an amount in excess of \$10,000. Clark seeks general and special damages against all Respondents and Prospective Defendants, and punitive damages against the Respondent public employees. Clark will also seek penalties, attorney's fees, and costs pursuant to Labor Code §§ 1102.5(f)(1) and (j), and Gov. Code § 12965(b)(6). In her complaint, Clark will allege the following causes of action:

A. Public Entity Liability for Failure to Perform Mandatory Duty (Gov. Code § 815.6), by failing to discharge the duties imposed by enactments⁸⁸, as proven at trial, including but not limited to: California Constitution, Article I, Section 1, (express right to privacy⁸⁹ and as interpretive common law⁹⁰); U.S. Constitution, as interpreted for provide privacy rights, e.g., the 4th⁹¹ and 14th⁹² Amendments; Gov. Code § 7921.000; Gov. Code § 12940 (e.g., unlawful harassment based on gender, retaliation, duty to prevent harassment and retaliation by, e.g., providing training and by conducting "*prompt, thorough, and neutral investigations*" followed by "*immediate and appropriate corrective action*"); Labor Code § 1102.5; Gov. Code § 825; and Policy 119; Regulation 04.16);

B. Retaliation (Labor Code § 1102.5);

C. Defense and Indemnity (Gov. Code § 825);

⁸⁷ By all defendants (Civil Code §§ [2307](#), [2310](#), [2311](#), [2339](#)); by the City (*See*, [C.R. v. Tenet Healthcare Corporation](#) (2009) 169 Cal.App. 4th 194); and by the City and public officials for "*deliberate acts*" ([42 USC 1983](#); *See*, [Clouthier v. County of Contra Costa](#) (9th Cir. 2010) 591 F.3d 1232).

⁸⁸ [Gov. Code § 810.6](#): "Enactment" means "a constitutional provision, statute ... ordinance or regulation."

⁸⁹ [California Constitution, Article I, § I](#) ("All people are by nature free and independent and have inalienable rights. Among these are enjoying and defending life and liberty, acquiring, possessing, and protecting property, and pursuing and obtaining safety, happiness, and privacy").

⁹⁰ [Soroka v. Dayton Hudson Corp.](#) (1991) 1 Cal.App.4th 1039

⁹¹ [City of Ontario v. Quon](#) (2010) 560 U.S. 746

⁹² [Whalen v. Roe](#) (1977) 429 U.S. 589

- D. **Respondeat Superior** (Gov. Code § 815.2);
- E. **Liability of an Elected Official** (Gov. Code § 815.3);
- F. **Liability of Public Official** (42 USC § 1983);
- G. **Local Government Liability - Failure to Train** (42 USC § 1983);
- H. **Local Government Liability - Policy or Custom** (42 USC § 1983);
- I. **Ratification**;
- J. **Fraud Through Deceit**;
- K. **Fraud Through Concealment**;
- L. **Constructive Fraud**;
- M. **Breach of Contract (Oral or Written, Implied-In-Fact)**;
- N. **Breach of the Covenant of Good Faith and Fair Dealing**;
- O. **Inducing Breach of Contract**;
- P. **Intentional Interference With Contractual Relations**;
- Q. **Intentional Interference With Prospective Economic Advantage**;
- R. **Negligent Interference With Prospective Economic Advantage**;
- S. **Defamation Per Se**;
- T. **False Light**; and
- U. **Intentional Infliction of Emotional Distress**.

Sincerely,

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