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11 KRISTIN CROWLEY

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
13 **FOR THE COUNTY OF LOS ANGELES**

14 KRISTIN CROWLEY, an individual,

15 Plaintiff,

16 v.

17 CITY OF LOS ANGELES, a municipal  
18 corporation; and DOES 1 through 20,  
19 inclusive,

20 Defendants.

21 **COMPLAINT FOR**  
22 **26STCV05669**

- 23 1. Retaliation in Violation of the  
24 Labor Code; and
- 25 2. Retaliation in Violation of the  
26 California Constitution.

27 **DEMAND FOR JURY TRIAL**

28 **NATURE OF ACTION**

Plaintiff, Kristin Crowley, brings this action against defendants the City of Los Angeles and DOES 1 through 10, inclusive, (collectively “Defendants”) and alleges as follows:

1. Kristin Crowley is a 26-year veteran of the Los Angeles Fire Department (“LAFD”) who continues to serve the LAFD, and who previously served as the LAFD’s former Fire Chief. Crowley brings this case based on the actions of Mayor Karen Bass (“Bass”), who orchestrated a campaign of retaliation to conceal the extent to which Bass undermined public safety and transparency.

1           2.       As Fire Chief, Crowley repeatedly warned of the LAFD’s worsening resource and  
2 staffing crisis. Each year as Fire Chief, she submitted numerous detailed reports and budget  
3 requests, to the Board of Fire Commissioners, the City Council, and to Bass, showing how aging  
4 infrastructure, surging emergency calls, and shrinking staff left the city and firefighters at risk of  
5 harm. Despite these warnings, and despite Crowley’s request for an increased budget to address  
6 these issues, Mayor Bass and her administration cut the LAFD’s operating budget for fiscal year  
7 2024–2025 by \$17.6 million and eliminated positions critical to maintaining fire engines, trucks,  
8 and ambulances.

9           3.       In early January 2025, when the National Weather Service warned of severe wind  
10 and fire weather conditions in Los Angeles, Bass chose to leave the country and did not tell  
11 Chief Crowley that she was doing so. Meanwhile, the LAFD pre-deployed augmented resources  
12 in strategic positions following established protocols developed with subject matter experts and  
13 approved by the LAFD’s Deputy Department Commander, the person at the LAFD tasked with  
14 deployment decisions. The LAFD’s deployment decisions followed its established protocols and  
15 policies but were limited by an ongoing resource crisis facing the LAFD. Chief Crowley had  
16 previously repeatedly warned Mayor Bass about this resource crisis and sought her help, only to  
17 be ignored and for Bass to reduce the LAFD’s budget.

18           4.       When the Palisades Fire erupted, Bass — then out of the country — initially  
19 praised the department’s preparedness, even issuing a press release highlighting its deployment  
20 strategy. But as criticism mounted over her absence and over her decision to cut the operating  
21 budget for LAFD despite evidence that LAFD needed more and not fewer resources, Bass  
22 reversed course. She sought to avoid accountability by shifting blame and lying – including  
23 falsely claiming that she was not aware of the nationally anticipated weather event, falsely  
24 claiming that that the LAFD’s budget was not cut, and falsely claiming that LAFD’s resources  
25 would have supported an additional 1,000 firefighters to fight the blaze — claims contradicted  
26 by public records and Bass’ own prior statements.

27           5.       These false statements were not mistakes but part of a deliberate strategy to divert  
28 scrutiny from Bass’ decisions and to avoid accountability.



1           12.     The true names and capacities, whether corporate, associate, individual or  
2 otherwise, of Defendants DOES 1 through 20, inclusive, are unknown to Plaintiff. Plaintiff  
3 therefore sues said Defendants by such fictitious names pursuant to California Code of Civil  
4 Procedure section 474. Each of the Defendants designated herein as a DOE is legally responsible  
5 in some manner for the events and happenings referred to in the Complaint, and caused injuries  
6 and damages proximately to Plaintiff, as herein alleged. Plaintiff will ask leave of Court to  
7 amend this Complaint to show their names and capacities when the same have been ascertained.

8           13.     Whenever and wherever reference is made in this complaint to any act or failure  
9 to act by a Defendant or Defendants, such allegations and references shall also be deemed to  
10 mean the acts and/or failures to act by each Defendant acting individually, jointly, and/or  
11 severally.

12           14.     Plaintiff is informed and believes, and based thereon alleges, that at all material  
13 times, one or more of each named and/or unnamed Defendants was the agent, servant, employee,  
14 or employer of one or more of the remaining named and/or unnamed Defendants and, as  
15 hereinafter alleged, was acting within the scope of such authority, consent, agency, servancy, or  
16 employment.

17           15.     Plaintiff is informed and believes, and based thereon alleges, that at all material  
18 times, one or more of each named and/or unnamed Defendants was in some fashion, by contract  
19 or otherwise, the predecessors, affiliates, alter egos, assigns, joint-venturers, co-venturers or  
20 partners of one or more of the remaining named and/or unnamed Defendants, and as hereinafter  
21 alleged, was acting within that capacity.

22           16.     Plaintiff is further informed and believes, and on that basis alleges, that one or  
23 more of the remaining named and/or unnamed Defendants are the successors of one or more of  
24 the remaining named and/or unnamed Defendants. Such successors are liable for the  
25 occurrences, damages, and injuries alleged herein to the same extent its predecessors are liable  
26 for the alleged occurrences, damages and injuries.

27           17.     Plaintiff alleges that Defendants acted as the employers and/or joint employers of  
28 Plaintiff, and that they shared control of Plaintiff as an employee, either directly or

1 indirectly. This control includes, but is not limited to, the authority to hire and fire, assign work  
2 tasks, engage in day-to-day supervision of employees, and controlling employee records.

3 18. Plaintiff alleges that Defendants were the alter-egos of one or more of the  
4 remaining named and/or unnamed Defendants, and as hereinafter alleged, was acting for their  
5 own benefit and/or the benefit of one or more of the remaining named and/or unnamed  
6 Defendants. Plaintiff alleges that Defendants were acting on behalf of each other in the  
7 establishment of, ratification of, and/or execution of the illegal practices and policies as set forth  
8 in this pleading. Plaintiff is further informed and believes, and thereon alleges, that at all times  
9 relevant hereto Defendants had decision-making responsibility for, and establishment and  
10 execution of, illegal practices and policies for each other and are, therefore, liable on the causes  
11 of action herein.

12 19. Plaintiff alleges that at all material times, one or more of each unnamed  
13 Defendants was in some fashion, by statute, law or otherwise, the agent, agency, branch,  
14 department or the like of one or more of the remaining named and/or unnamed Defendants for  
15 the acts alleged herein and was acting within that capacity.

16 20. Plaintiff further alleges that there exists such a unity of interest and ownership  
17 between Defendants that the individuality and separateness of those Defendants have ceased to  
18 exist. The business affairs of Defendants are, and at all times relevant hereto were, so mixed and  
19 intermingled that the same cannot reasonably be segregated, and the same are in inextricable  
20 confusion. Defendants were used as mere shells and conduits for the conduct of certain of other  
21 Defendants' affairs. The recognition of the separate existence of Defendants would not promote  
22 justice, in that it would permit Defendants to insulate themselves from liability to  
23 Plaintiff. Accordingly, Defendants constitute the alter egos of each other, and the fiction of their  
24 separate existence must be disregarded at law and in equity, because such disregard is necessary  
25 to avoid fraud and injustice to Plaintiff herein.

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1 **JURISDICTION AND VENUE**

2 21. The California Superior Court has jurisdiction over this action pursuant to  
3 California Constitution Article VI, Section 10, which grants the Superior Court “original  
4 jurisdiction in all causes except those given by statute to other trial courts.” The statutes under  
5 which this action is brought do not specify any other basis for jurisdiction.

6 22. The California Superior Court has jurisdiction over the City of Los Angeles  
7 because it is authorized to do business and does business in California, and over Bass because  
8 she is a California individual who engaged in the alleged wrongful conduct in California.

9 23. Venue is proper in Los Angeles County, in the State of California, because  
10 Defendants’ wrongful conduct, as alleged herein, occurred in said County and State and because  
11 the evidence resides in said County and State.

12 24. Crowley has complied with all conditions precedent (exhaustion of administrative  
13 remedies) to jurisdiction. On August 20, 2025, Crowley filed a Tort Claim with the City of Los  
14 Angeles alleging misconduct occurring from February 21, 2025, through August 20, 2025.  
15 Crowley received no response other than a letter dated September 30, 2025, from the Los  
16 Angeles City Attorney’s Office falsely stating that her claims were not timely and stating that  
17 “no action was taken on the claim.” On or about October 14, 2025, Crowley submitted a letter to  
18 the City Attorney’s Office stating that, “Chief Crowley disputes the erroneous statement by the  
19 City Attorney’s Office on September 30, 2025, that her tort claim filed on August 20, 2025, for  
20 injuries beginning on February 21, 2025, was untimely. See, e.g., Government Code section  
21 911.2 (claim for personal injury to be presented ‘not later than six months after the accrual of the  
22 cause of action’); August 20, 2025, Tort Claim Form Attachment A at 1 (‘Dates of injury: From  
23 February 21, 2025, through present, and continuing’). We therefore ask that the City of Los  
24 Angeles immediately withdraw its erroneous denial of the claim based on alleged untimeliness.”  
25 The City did not respond.

26 25. That same day, October 14, 2025, Crowley filed another Tort Claim with the City  
27 of Los Angeles alleging continued misconduct that occurred after August 20, 2025. The City  
28 denied the October 14, 2025, tort claim via letter dated November 26, 2025.



1           31.     From March 2023 through December 2024, Crowley repeatedly submitted and  
2 provided evidence and reports to the Board of Fire Commissioners and the Mayor’s Office  
3 regarding the LAFD’s need for increased resources and funding. On November 8, 2023, Crowley  
4 hosted Bass’ Deputy Mayors for a walkthrough of the LAFD’s backup dispatch center, which  
5 was in grave disrepair - with exposed wires, water leaks, unstable structuring and outdated and  
6 malfunctioning dispatch equipment - and was unsafe for firefighters.

7           32.     On December 28, 2023, Crowley submitted a Report to the Board of Fire  
8 Commissioners proposing a budget for Fiscal Year 2024-2025. Crowley requested an LAFD  
9 budget of \$1.1 billion, including \$914 million for the operating budget and \$170 million for  
10 other items, including fleet replacement and facilities maintenance. In the Report, Crowley  
11 outlined the need for increased funding for training dispatchers, wildfire suppression, fire  
12 prevention support, essential technology replacement, staffing increases, and ensuring that field  
13 resources are properly and safely equipped to deliver public safety services.

14           33.     On February 2, 2024, the City of Los Angeles implemented a process called  
15 Prioritized Critical Hiring (PCH) as part of a citywide hiring freeze of civilian positions. The  
16 hiring freeze impacted the LAFD, where many critical vacancies still needed to be filled,  
17 including those related to the repair and maintenance of emergency ambulances, fire trucks, and  
18 fire engines. The City then used the freeze as a justification for not filling the critical LAFD  
19 civilian vacancies and later deleted the positions altogether as a cost-saving strategy.

20           34.     From January 2024 until July 2024, Crowley repeatedly requested in writing that  
21 the City permit the LAFD to fill the critical civilian vacancies, many of which were related to  
22 repair and maintenance of emergency ambulances, fire trucks, and fire engines. During this time,  
23 Crowley also met with Bass’ office on multiple occasions to request Bass’ help in filling the  
24 critical civilian positions. Although the City’s PCH Committee promised it would meet with the  
25 LAFD to understand the impact of, and assess whether to fill, the vacancies at the LAFD before  
26 any of the unfilled positions were deleted, the meeting never happened. The City then deleted the  
27 positions before having the promised meeting.

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1           35.     In April 2024, Mayor Bass released her budget proposal for Fiscal Year 2024-  
2 2025. **Rather than propose an increase to the LAFD’s budget as requested by Crowley,**  
3 **Bass proposed to decrease the LAFD’s operating budget by approximately \$23 million**  
4 (from the 2023-2024 budget of \$837,191,237 to \$814,281,952) **and eliminate 71 positions at**  
5 the LAFD.

6           36.     On May 2, 2024, Crowley appealed to the City Council, at its Budget and Finance  
7 Hearing, to increase the LAFD’s budget. During the hearing, Crowley expressed the LAFD’s  
8 dire need for additional resources, explaining that there had been a 55% increase in calls for the  
9 LAFD’s lifesaving services since 2010, yet the Department had 68 fewer sworn personnel.  
10 Crowley advised that the LAFD’s service delivery model was no longer sustainable and that the  
11 LAFD could not do more with less. Crowley advised that the LAFD needed the funding and  
12 support that matched the enormity of its responsibilities in keeping Los Angeles safe.

13           37.     On May 23, 2024, the City Council largely approved Mayor Bass’ proposed  
14 2024-2025 budget, **reducing the LAFD’s operating budget from the prior year by \$17.6**  
15 **million** (from \$837,191,237 to \$819,637,423) **and eliminating 61 positions**. In contrast, Bass  
16 and City Council increased the Los Angeles Police Department’s budget by over \$125 million,  
17 from \$1,855,678,740 to \$1,981,610,477.

18           38.     On July 1, 2024, the Fiscal Year 2024-2025 began with the LAFD working with a  
19 budget that was \$17.6 million lower than Fiscal Year 2023-2024, and with 61 fewer positions,  
20 including **20 fewer personnel to repair and maintain emergency ambulances, fire trucks,**  
21 **and fire engines**.

22           39.     On July 8, 2024, Crowley submitted a Fiscal Year 2024 General Manager Review  
23 to Mayor Bass’ office. The Review stated that:

24           “During the 23/24 fiscal year the LAFD responded to a historic amount of incidents:  
25 515,906 (82 % EMS). Coupled with that, the Department experienced an unprecedented  
26 number of retirements that occurred in a narrow window of time. During this time, the  
27 LAFD faced staffing shortages that resulted in temporarily closing resources throughout  
28 the city. However, we were able to navigate this challenge because we had anticipated the

1 exodus and implemented effective strategies to address field vacancies. Multiple classes  
2 of recruits were appropriately funded so we could hire, train, and deploy these new  
3 firefighters in the field (214). **With an unprecedented \$17.5 M decrease in our**  
4 **operating budget for FY 24/25, we will have to be more calculated in deploying our**  
5 **core services** by finding creative and effective solutions, leveraging technology like 311  
6 services as well as reprioritizing resources.”

7 The July 8, 2024, Review also detailed that:

8 “[An] analysis is being conducted in partnership with a well-known international labor  
9 group to identify additional gaps in service and opportunities for improved allocation of  
10 resources. Based on the findings and recommendations of the initial SOC [Standards of  
11 Cover] study, the Department developed a three-year implementation plan for the needed  
12 resources. **In the budget request for FY 24/25, 174 positions outlined in the first year**  
13 **of the implementation plan were requested. Unfortunately, only five of these**  
14 **positions were authorized.**”

15 The Review also outlined that:

16 **“In light of the budget constraints of FY 24/25, the Department will continue to**  
17 **reevaluate strategies and tactics** it developed to carry out the LAFD’s Mission outlined  
18 in the 23-26 Strategic Plan. A thorough assessment and reprioritization of services  
19 provided are required....”

20 Neither Mayor Bass’ office nor the City disputed the accurate statements in Crowley’s General  
21 Manager Review that the LAFD’s Fiscal Year 2024-2025 operating budget had been cut.

22 40. On August 9, 2024, Crowley attended a meeting with Mayor Bass’ office to  
23 discuss ongoing problems with the LAFD’s emergency ambulances, fire engines, and fire trucks,  
24 which were in disrepair and lacked adequate resources. Crowley advised Bass’ office about the  
25 number of rigs that were out of service and again requested an increase in positions for personnel  
26 to repair and maintain emergency ambulances, fire trucks, and fire engines – to bring back the  
27 critical positions that had been lost by Mayor Bass’ budget cuts to the LAFD.

28 ///

1           41.     On September 16, 2024, Crowley submitted a Report to the Board of Fire  
2 Commissioners with an Interim Budget Request for Fiscal Year 2024-2025 to add sixteen  
3 positions to address the ongoing need for repair and maintenance of emergency ambulances, fire  
4 engines, and fire trucks. As stated in the Report, **these positions “were deleted in the FY 2024-**  
5 **2025 Budget but are critical to provide maintenance to the Department’s fleet and reduce**  
6 **out of service time.”** Crowley explained, “[t]he LAFD emergency fleet is in a constant state of  
7 disrepair attributable to years of deferred maintenance, deferred vehicle replacement, increased  
8 call volume, and the lack of resources for adequate staffing and replacement parts. **Restoration**  
9 **of these positions will provide a minimum staffing level to maintain a basic level of**  
10 **readiness in the field which includes a minimum level of reserve apparatus.”**

11           42.     In November and December 2024, the office of the CAO instructed the LAFD to  
12 engage in a budget reduction exercise, evaluating how a further and additional decrease of  
13 another 6% to the LAFD’s already-deficient budget (i.e., an additional \$48.8 million cut) would  
14 impact the LAFD’s operations. Crowley advised the CAO and Mayor Bass that the LAFD could  
15 not take another budget cut; Bass’ office nevertheless instructed Crowley to engage in the budget  
16 reduction exercise. Crowley engaged in the exercise as instructed, concluding that an additional  
17 budget cut of 6% would require the closure of 16 fire stations and the elimination of 300  
18 firefighter positions. Crowley concluded that the LAFD could not take the proposed budget cut  
19 without significantly further compromising public safety.

20           43.     On November 18, 2024, Crowley submitted a Report to the Board of Fire  
21 Commissioners advising of the results of a study by the International Association of Fire Fighters  
22 (IAFF) measuring the effectiveness of the LAFD deployment model. Crowley reported as  
23 follows:

24           In many ways, the current staffing, deployment model, and size of the LAFD have not  
25 changed since the 1960s. The population of the City of Los Angeles has increased from  
26 2,479,015 in 1960 to 3,898,747 in 2020 while the LAFD shrank from 112 stations to 106  
27 stations. During that span of time the staffing did not grow proportionally. At the same  
28

1 time, the call volume increased from 100,985 incidents in 1969 to 504,604 incidents in  
2 2023.

3 . . . .

4 An analysis of the 90th percentile of all incidents indicates that the overall response time  
5 of LAFD resources has increased from 6:51 in 2018 to 7:53 in 2022. This dramatic  
6 increase is nearly double the time the NFPA recommends for first-arriving units.

7 . . . .

8 The IAFF recommends increased staffing and infrastructure to allow additional units to  
9 serve the growing population adequately. . . . Simply put, the LAFD is half the size that  
10 the NFPA recommends a professional fire department to be.

11 . . . .

12 The IAFF recommends an additional 84 fire stations.

13 . . . .

14 The LAFD is committed to being the premier, all-hazard public safety and emergency  
15 service provider that exceeds the expectations of the diverse communities we serve. **This**  
16 **commitment is unattainable without the requisite resources, staffing, and**  
17 **infrastructure to meet the increased population and complexity of a modern fire**  
18 **service response.** The overall response time, nearly double the national recommendation,  
19 indicates that **additional resources are needed as soon as possible fiscally.** Without  
20 funding, the poor response worsens as the population increases. (Emphasis added).

21 44. On December 4, 2024, Crowley submitted a Report to the Board of Fire  
22 Commissioners regarding Service Impacts on Operations at the LAFD. In the Report, Crowley  
23 again rang the alarms about how the LAFD budget cuts in Fiscal Year 2024-2025 had severely  
24 impacted the Department's ability to serve the community. In the Report, Crowley stated:

25 The Los Angeles City Fire Department (LAFD) is **facing unprecedented operational**  
26 **challenges due to the elimination of critical civilian positions and a \$7 million**  
27 **reduction in Overtime Variable Staffing Hours (V-Hours).** These budgetary  
28 reductions **have adversely affected the Department's ability to maintain core**

1 **operations**, such as technology and communication infrastructure, payroll processing,  
2 **training, fire prevention**, and community education.

3 . . . .

4 In addition to these impacts, **the reduction in v-hours has severely limited the**  
5 **Department's capacity to prepare for, train for, and respond to large-scale**  
6 **emergencies, including wildfires**, earthquakes, hazardous material incidents, and large  
7 public events. Specialized programs and resources, such as Air Operations, Tactical EMS  
8 Units, Disaster Response, and Community Emergency Response Teams (CERT), which  
9 rely heavily on v-hours, are now at risk of reduced effectiveness. This report provides an  
10 in-depth analysis of these cascading impacts, underscoring the **critical need for resource**  
11 **restoration to ensure operational readiness, firefighter safety**, and the delivery of  
12 high-quality public service.

13 . . . .

14 Despite the LAFD's unwavering commitment to delivering exceptional service to the  
15 City of Los Angeles, **the elimination of critical civilian positions and the \$7 million**  
16 **reduction in v-hour's funding has significantly hindered the Department's**  
17 **operational effectiveness**. Key impacts include: ... Delayed Maintenance and  
18 Upgrades.... Reduced Fire Prevention Capacity.... **The LAFD's ability to respond to**  
19 **large-scale emergencies, such as wildfires**, earthquakes, and hazardous materials  
20 incidents, **is significantly diminished, increasing risks to both public and firefighter**  
21 **safety**.

22 . . . .

23 Addressing these deficiencies is imperative to ensuring the department's ability to deliver  
24 life-saving services, uphold firefighter safety, and sustain public trust in its ability to  
25 respond to emergencies and protect the community.

26 45. The Board of Fire Commissioners approved Crowley's December 4, 2024, Report  
27 addressing the impact of Bass' cut to the LAFD's Fiscal Year 2024-2025 operating on the  
28 LAFD's services. Nobody at Bass' office disputed the accuracy of the statements in Crowley's

1 Report.

2 **The Predicted January 7, 2025, Fire Weather Was Well Known by Bass**

3 46. From January 2, 2025, through January 6, 2025, the National Weather Service for  
4 Los Angeles issued and distributed national advisories, including to Bass' administration, about  
5 expected dangerous winds in Los Angeles anticipated from January 7, 2025, through January 9,  
6 2025.

7 47. **On January 3, 2025, the day after the National Weather Service for Los**  
8 **Angeles issued its first national advisory about the expected dangerous winds**, Bass issued a  
9 short letter to Crowley, General Manager of the Emergency Management Department (EMD)  
10 Carol Parks, Chief of the Police Department James McDonnell, City Clerk Holly Wolcott, and  
11 City Council President Harris-Dawson, stating that Mayor Bass would be traveling "out of state"  
12 from January 4, 2025, until January 8, 2025. Bass made no further communication to Crowley  
13 about her "out of state" travel prior to the outbreak of the January 7, 2025, Palisades Fire. Nor  
14 did Bass or her office communicate to Crowley at any time prior to the Palisades Fire that she  
15 would, in fact, be *out of the country*, in Ghana, not just "out of state." **Bass chose to conceal that**  
16 **she would be out of the country from Crowley, and others, while knowing of an impending**  
17 **dangerous weather event in the City.**<sup>1</sup>

18 48. On January 4, 2025, Mayor Bass left the country to travel to Ghana, unbeknownst  
19 to Crowley and others.

20 49. From January 4, 2025, through January 6, 2025, the EMD coordinated with the  
21 LAFD and Bass' office, among other stakeholders, to prepare for the anticipated dangerous  
22 weather event. These actions were consistent with the EMD's regular practice of coordinating  
23 with the other City departments for citywide preparedness for weather-related and other  
24 emergency events.

25 ///

26 \_\_\_\_\_  
27 <sup>1</sup> There was no previous practice or history of Crowley personally calling Mayor Bass about  
28 every expected weather emergency, whether or not Bass was traveling "out of state." Instead,  
Crowley's and Bass' key point of contact for expected weather emergencies was the EMD.

1           50.     At 1pm on January 6, 2025, as part of its responsibility for Citywide preparation  
2 for weather-related and other emergency events, the EMD coordinated a National Weather  
3 Service briefing for city leaders and first responders regarding the anticipated dangerous wind  
4 event expected to hit Los Angeles on January 7, 2025. LAFD personnel, among others in Bass’  
5 administration, attended the briefing, as was normal practice.

6           51.     Later, on January 6, 2025, Crowley met with Bass’ Acting Deputy Mayor of  
7 Public Safety and Deputy Chief of Staff, Celine Cordero, to discuss Crowley’s ongoing concerns  
8 about Bass’ prior and additional proposed LAFD budget cuts that had already impacted and  
9 would further impact the Department’s ability to operate and protect the city. Crowley advised  
10 Cordero that the CAO’s and Bass’ proposed additional 6% budget reduction would require the  
11 LAFD to close 16 of its fire stations and eliminate over 300 firefighter positions, which would  
12 further jeopardize the safety of the city. Crowley reminded Cordero of the budget cuts the City  
13 had already imposed on the LAFD against Crowley’s recommendation and of the LAFD’s need  
14 for more funding to keep Los Angeles safe. Crowley reminded Cordero about the LAFD’s  
15 Interim Budget Request to partially make up for lost positions due to the prior budget cuts, and  
16 about the IAFF Report regarding the dire situation the LAFD was in due to lack of resources and  
17 aging infrastructure.

18           52.     On the evening of January 6, 2025, the EMD issued an advisory message about  
19 “Dangerous Winds and Extreme Fire Risk for Los Angeles Mountains, Foothills, and Valleys.”  
20 The City also issued Emergency Alerts, sharing a LAFD warning regarding “EXTREME FIRE  
21 DANGER with DANGEROUS WINDS...Tuesday morning to Wednesday afternoon.” Bass and  
22 her staff were aware of the multiple advisories issued by her General Manager at the EMD about  
23 the extreme weather conditions.

24           53.     On January 6, 2025, demonstrating her awareness of the National Weather  
25 Service’s alerts that began four days earlier, **Mayor Bass alerted her constituents in a social  
26 media post about the anticipated weather event to begin the next morning.**

27 ///

28 ///

1 **The LAFD Followed Established Procedures Leading Up to the Palisades Fire**

2 54. Throughout Crowley’s tenure as Fire Chief, the LAFD executed and followed  
3 well-established and documented practices and procedures regarding deployments in anticipation  
4 of and during emergencies. The LAFD’s deployment strategies were created and agreed to by  
5 dozens of subject matter experts and emergency operations staff and were finally approved by  
6 the LAFD’s Deputy Department Commander (DDC).

7 55. On January 6, 2025, in anticipation of the January 7, 2025, weather event, the  
8 LAFD followed its planning procedures for anticipated disasters consistent with years of  
9 practice. On January 6, the LAFD attended weather meetings with subject matter experts and  
10 emergency operations staff, where dozens of stakeholders jointly decided on pre-deployment and  
11 pre-positioning plans for January 7, 2025, which were finally approved by the LAFD DDC, and  
12 which were limited by the LAFD’s dwindling resources.

13 56. On January 6, 2025, a large area of Los Angeles was identified as at risk for high  
14 winds and potential fires. The LAFD planned for potential fires, not knowing precisely where  
15 fires might break out, while also continuing to provide emergency services for the entire City.  
16 Consistent with years of the LAFD’s practices, and based on agreement with dozens of subject  
17 matter experts, the LAFD pre-deployed and strategically placed resources at pre-selected  
18 neighborhood fire stations, near areas prone to wildfire, and near multiple freeways to ensure  
19 rapid responses, while keeping other fire engines, fire trucks, firefighters, and ambulances  
20 dispersed throughout the City to provide other ongoing emergency services. The LAFD therefore  
21 pre-deployed 24 Fire Engines, 3 battalion command teams, 5 brush patrols, 2 water tenders,  
22 additional staffing, additional air operations personnel, and additional dispatchers, totaling  
23 approximately 128 pre-deployed and augmented personnel.

24 57. On the morning of January 7, 2025, the LAFD staffed all its front-line fire engines  
25 (including all the operational engines that Bass later falsely stated sat “idle”), fire trucks, and  
26 paramedic ambulances. The LAFD also hired and detailed additional firefighters to staff  
27 augmented resources in anticipation of the weather event.

28 ///

1           58.     Though the LAFD could not have precisely predicted the exact timing, location,  
2 conditions, or resource requirements for what would become the Palisades Fire, consistent with  
3 the recommendations of the LAFD’s subject matter experts, and as approved by the DDC, the  
4 Department pre-deployed far more resources in anticipation of the January 7, 2025, winds than it  
5 had previously done for many years.

6 **The Palisades Fire Erupts; From Ghana, Bass Praises the LAFD’s Preparedness**

7           59.     At approximately 10:20am on January 7, 2025, the Palisades Fire erupted. Shortly  
8 after the fire broke, Crowley called Acting Deputy Mayor of Public Safety and Deputy Chief of  
9 Staff Celine Cordero and updated her on the active incident. Soon after, **Cordero advised**  
10 **Crowley for the first time that Bass was out of the country, in Ghana.**

11           60.     At 10:55am on January 7, 2025, Bass’ office issued a press release titled “City of  
12 Los Angeles Announces Preparedness Measures Ahead of Anticipated Dangerous Wind  
13 Storm.”<sup>2</sup> The press release quoted Bass as stating: “Parts of the Los Angeles region will  
14 potentially face one of the most significant wind storms in more than a decade.” Bass’ press  
15 release further stated that: **“After the National Weather Service announced a destructive**  
16 **High Wind Watch and a Fire Weather Watch for parts of Los Angeles City on Monday,**  
17 **Los Angeles Mayor Karen Bass mobilized City departments to urgently prepare for the**  
18 **coming storm to ensure the safety of all Angelenos.” The press release outlined the LAFD’s**  
19 **deployment and pre-deployment measures**, stating that: “A five-engine strike team...and three  
20 three-engine task forces (totaling 14 fire engines) will be pre-deployed at select Neighborhood  
21 Fire Stations in-and-near areas prone to wildfire” and that “Additional staffing will be hired for  
22 Air Operations, Water Tenders and Metro Fire Communications. Teams are prepared to ensure  
23 targeted responses across the city.”

24           61.     At 11:50am on January 7, 2025, after Crowley again updated Bass’ office on the  
25 Palisades Fire, Bass posted a message on X, accurately advising the public that, “In preparation  
26 for high winds, LAFD pre-deployed strike teams in and near areas prone to wildfire. Firefighters  
27

28 <sup>2</sup> The press release, issued approximately 35 minutes after the start of the Palisades Fire, did not acknowledge the outbreak of that fire.

1 are now actively and aggressively responding to the #PalisadesFire with support from regional  
2 partners.”

3 62. At 12:47pm on January 7, 2025, Bass spoke from Ghana to a local Los Angeles  
4 radio station KNX 97.1 about the Palisades Fire. During the recorded interview, Bass assured the  
5 public that the City, the LAFD, and Mayor Bass were prepared for the wind event, stating,  
6 **“When we saw the wind warning, with the outstanding leadership from our fire**  
7 **department, we immediately moved. We know this is a historic event, and so we moved**  
8 **aggressively to make sure that we deployed resources right away in the high-risk areas. So**  
9 **we didn’t want to wait. We were proactive about that.”** Bass also acknowledged that, “I just  
10 again want to thank the leadership of Kristin Crowley and the Los Angeles Fire Department that  
11 are always on the ready.”

12 63. At a press conference on the morning of January 8, 2025, Crowley accurately  
13 reported that in addition to fighting the Palisades Fire, the Hurst Fire, and 32 structure fires  
14 within the City, the LAFD had also responded to 3,624 calls for 911 service - more than double  
15 the LAFD’s daily average – all since the prior morning. At the press conference, Kevin  
16 McGallen, Director of the Los Angeles County Office of Emergency Management, applauded  
17 the National Weather Service for its communication and notifications to stakeholders in the days  
18 prior to the anticipated windstorm, which enabled the City and County to plan for the wind  
19 event.

20 64. By the time Mayor Bass arrived back in Los Angeles on January 8, 2025, her trip  
21 to Ghana and absence during the predicted extreme weather event had made national news. Bass  
22 was under heavy scrutiny for being absent during a critical time for the City. The scrutiny was  
23 made worse by Bass’ recorded response, or lack thereof, when questioned by a reporter after her  
24 flight landed, which went viral on the Internet.

25 65. Crowley focused on containing a devastating fire while continuing to serve the  
26 rest of the City—all without adequate resources.

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1 **The Press Questions Bass and Crowley About Bass' Budget Cuts to the LAFD**

2 66. At 5pm on January 8, 2025, Bass attended a press conference, during which she  
3 was questioned about Crowley's Report submitted in December 2024, which truthfully stated  
4 that the LAFD budget reduction severely limited the LAFD's capacity to train and respond to  
5 large-scale emergencies like wildfires. When the reporter asked Bass whether she was concerned  
6 that Crowley's assessment and warnings had come to play with the Palisades Fire, Bass declared,  
7 "I am confident that it did not," and did not respond further.

8 67. At a press conference on January 9, 2025, regarding the Palisades Fire, reporters  
9 questioned Bass about her decision to cut the LAFD's operating budget by \$17 million. Bass  
10 dismissively declared that "there were no reductions that were made that would have impacted  
11 the situation that we are dealing with over the past couple of days." A reporter then asked  
12 Crowley whether the \$17 million budget cut impacted the LAFD's ability to respond to the fires.  
13 Under pressure from Bass, Crowley did not respond to that question.

14 68. Soon after the January 9, 2025, press conference, Crowley realized that Bass'  
15 attempts to mislead the public and to cover up the LAFD's dire financial situation would  
16 potentially interfere with the City's legal obligations to its people and to firefighters and were a  
17 disservice to Angelenos – especially given the City's increasing need to respond to extreme  
18 weather events like the one that led to the Palisades Fire. For years, Bass and the City had  
19 ignored and dismissed Crowley's disclosures, advocacy, and requests for appropriate funding for  
20 staffing, resources, and infrastructure so the LAFD could keep the City and its firefighters safe.  
21 The City was now experiencing the extremely negative impacts of years of insufficient funding,  
22 yet Bass' response to media inquiries on the important issue of the LAFD's lack of resources  
23 seemed to be the same: dismiss, ignore, or lie.

24 **Speaking to City Leaders and the Public, Crowley Exposes the Truth to Protect LAFD**  
25 **Firefighters and Public Safety**

26 69. On approximately January 10, 2025, at 12pm, Crowley attended a live one-on-one  
27 interview with Fox 11 about the Palisades Fire. During the interview, with many of the above-  
28 mentioned firefighter and public safety related reports on her desk, Crowley truthfully confirmed

1 that the LAFD's budget was cut and confirmed and disclosed that the budget cuts impacted the  
2 LAFD's ability to provide services, stating that "any budget cut is going to impact our ability to  
3 provide service." Crowley advised that "we are screaming to be properly funded to make sure  
4 that our firefighters can do their jobs so that we can serve the community." When asked to give a  
5 message to City Administrators starting with Mayor Bass, Crowley stated, "my message is the  
6 Fire Department needs to be properly funded" and that "we've got the justification - we know  
7 where our gaps in service are, we know we need 62 new fire stations, we need to double the size  
8 of our firefighters, the growth of this City since 1960 has doubled and we have less fire stations."  
9 When pressed to state whether Crowley felt that Bass and the City had failed the LAFD,  
10 Crowley honestly answered in the affirmative, stating, **"this is more than a job to us. This is  
11 who we are. This is our duty. And when you don't have that ability, and people don't listen,  
12 that's why I'm talking to you right now. The Fire Department needs to be funded  
13 appropriately."**

14 70. Upon information and belief, Bass drew the following conclusions based on  
15 Crowley's truthful disclosure to Bass, to the other City leaders, and to the public regarding the  
16 budgetary issues impacting the LAFD: (1) Crowley would not take part in any cover-up that  
17 Bass intended to make regarding deficiencies in any City department impacting to the Palisades  
18 Fire; (2) Crowley was unwilling to lie to serve Bass' personal political interests; (3) Crowley's  
19 loyalty to the truth and to public safety and the safety of firefighters would interfere with Bass'  
20 attempts to cover up any of Bass' own deficiencies or deficiencies for which Bass could be held  
21 legally or politically responsible.

#### 22 **Bass Immediately Hires Villanueva to Replace Crowley**

23 71. Upon information and belief, shortly after Crowley's interview with Fox 11, Bass  
24 decided to remove Crowley as Fire Chief and began efforts to recruit retired LAFD Chief Deputy  
25 Ronnie Villanueva to replace Crowley.

26 72. On January 10, 2025, at approximately 5pm, Mayor Bass' office called Crowley  
27 into Bass' office without advance notice. When Crowley arrived, Mayor Bass, Bass' staff, and  
28 the United Firefighters of Los Angeles City (UFLAC) President Freddy Escobar were sitting in

1 the room. Bass' staff angrily and inaccurately declared that LAFD did not take a budget cut,  
2 despite that the \$17.6 million operational budget cut is public record and that Crowley had  
3 previously met with this same staff multiple times to discuss those budget cuts. Crowley stated  
4 that the LAFD did in fact take a budget cut and refused to agree with Bass' inaccurate narrative.  
5 Bass then stated, "I don't know why you had to do that; normally we are on the same page, and I  
6 don't know why you had to say stuff to the media." Escobar, who had also spoken to the press  
7 stating that "The fire chief does not have the money to staff the resources that are needed,"  
8 responded in support of Crowley, stating, "she told the truth." Crowley asked Bass whether she  
9 was being fired, and Bass advised that "right now I can't do that."

10 73. Upon information and belief, Bass drew the following conclusion based on this  
11 meeting and/or other incidents close to this meeting: Crowley had begun supporting or intended  
12 to support UFLAC's disclosure of budgetary issues and other issues impacting public and  
13 firefighter safety to the public, to City Council, City stakeholders, LAFD membership, and/or to  
14 governmental entities investigating or with authority to investigate the Palisades Fire, thereby  
15 exposing matters of public and/or legal concern.

16 74. The next day, January 11, 2025, retired Chief Deputy Villanueva began working  
17 at the City's Emergency Operations Center, donning a Mayor's office badge.

18 75. On February 3, 2025, two weeks before Chief Crowley was removed from her  
19 position, retired Chief Deputy Villanueva wrote a Report to the Board of Fire Commissioners  
20 identifying himself as Interim Fire Chief, apparently in anticipation of his expected appointment  
21 to replace Crowley.

22 **Crowley Reports Bass' Attempted Violation of the Law and Confirms Intent to Cooperate**  
23 **with Independent Investigation**

24 76. On February 7, 2025, Bass held a press conference where she declared that the  
25 Board of Fire Commissioners "will do an independent investigation" that "will be headed by  
26 Tyler Izen, the Commission Independent Assessor" into the LAFD and how it handled the  
27 Palisades Fire. Upon information and belief, this announcement was part of Bass' plan to take  
28 control of the narrative surrounding the Palisades Fire, to cover up any missteps that could be

1 traced back to Bass and was part of her retaliatory plan to scapegoat Crowley and/or others,  
2 including by commissioning and influencing the outcome of an internal report. But the LA City  
3 Charter did not permit Izen, whose scope of work and authority is as an auditor, to investigate  
4 the LAFD.

5 77. After the announcement, Crowley reported an honest concern to Bass' Acting  
6 Deputy Mayor of Public Safety and Deputy Chief of Staff, Celine Cordero, that Bass' attempts to  
7 have Izen "investigate" the LAFD violated the Los Angeles City Charter and potentially the  
8 Firefighters Bill of Rights. Crowley noted that the City Charter gives Izen authority to conduct  
9 an internal audit, but not an investigation. Crowley acknowledged that she would participate in  
10 an anticipated investigation, including by the Fire Research Safety Institute (FSRI) – an  
11 independent investigatory body that the Governor had commissioned to investigate the Palisades  
12 Fire and how it was handled. By stating these things, Crowley made clear that she intended to  
13 share the truth and disclose the facts of what had happened to any appropriate government body.

14 78. On February 18, 2025, at 11:00am, Crowley and her staff met with Board of Fire  
15 Commissioners President Genethia Hudley-Hayes, Board of Fire Commissioners Vice President  
16 Sharon Delugach, Independent Assessor Tyler Izen, and Bass' Deputy Director of Fire, EMS &  
17 Public Health Elliot Layne. During the meeting, Crowley reported her concern that Bass  
18 intended to have Izen conduct an investigation that violated the law. Hudley-Hayes agreed that  
19 Izen should not conduct an investigation of the LAFD. The group also discussed the FSRI  
20 independent investigation and the potential of the LAFD conducting an after-action report of the  
21 Palisades Fire. The participants of the meeting discussed that the FSRI was well-equipped to  
22 evaluate how the Palisades Fire was handled. During the meeting, Crowley made clear that she  
23 would fully cooperate with the FSRI and that she believed it was important that an outside  
24 independent body like the FSRI investigate the Palisades Fire. **Crowley also expressed concern**  
25 **that an investigation of the LAFD by the LAFD could be biased** (and thereby impact the  
26 integrity of the report).

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1           79.     At no time during or after the meeting did anyone instruct Crowley to conduct an  
2 After-Action Report. **Nor did Crowley ever refuse to conduct or participate in an After-**  
3 **Action Report.**

4 **Bass Admits to Not Knowing Whether Crowley or the LAFD Appropriately Deployed**  
5 **Resources**

6           80.     At 5pm on February 18, 2025, Fox News broadcast an interview with Bass about  
7 the Palisades Fire.

8           81.     During the broadcast, Bass admitted that she did not have the information needed  
9 to accurately assess (or have a basis for criticizing) in hindsight the City’s or the LAFD’s  
10 deployment or preparation decisions in January. Bass admitted that questions of **whether “there**  
11 **could have been 10 more fire engines,” whether “there were firefighters that were sent**  
12 **home” or “why were they sent home” – “all of that has to be examined with experts; that’s**  
13 **why we’re going to have the investigations because it’s very important to get to the bottom**  
14 **of it.”** Bass also declared that “is it time that somebody be fired... **I think it's premature to say**  
15 **now**, but I do think that we have to examine everything.” When asked specifically about  
16 Crowley’s performance as Fire Chief, Bass again acknowledged that she lacked the information  
17 necessary to make that assessment, stating, **“I think that’s something that has to be assessed. I**  
18 **need to understand why things were handled differently this time than they’ve been handled**  
19 **before.”**

20           82.     At no time between Bass’ February 18, 2025, broadcasted interview (admitting  
21 that she lacked sufficient information to assess or evaluate Crowley’s and the LAFD’s  
22 deployment decisions) and February 21, 2025 (when Bass announced her removal of Crowley as  
23 Fire Chief), did Bass seek or receive the information from Crowley that she acknowledged on  
24 February 18<sup>th</sup> that she lacked and needed to accurately and fairly assess Crowley’s and the  
25 LAFD’s performance in January 2025.

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1 **Bass Removes Crowley as Fire Chief, Citing Pretextual Reasons, and Engages in a**  
2 **Campaign of Retaliation**

3 83. At approximately 11am on February 21, 2025, Bass walked into Crowley’s office  
4 and told Crowley that she was removing her from the Fire Chief position, effective immediately.  
5 Bass’ lawyer then handed Crowley a letter advising Crowley that she was being removed from  
6 her position. The letter falsely stated the following pretextual reason for the removal:  
7 “Unfortunately, you have exercised management incompatible with what is required of leaders  
8 of City departments. One example is the decision to send 1,000 firefighters home instead of  
9 keeping them on duty on the morning that the fires broke out.”

10 84. **At no time during, before, or after the meeting did Bass ask Crowley about**  
11 **her or the LAFD’s deployment decisions, or whether the LAFD could have safely or**  
12 **effectively pre-deployed 1,000 additional firefighters on January 7 (it could not).**

13 85. Bass did not take similar action against the LAFD leaders who actually made  
14 and/or approved the LAFD’s deployment decisions on January 7.

15 86. At a press conference at approximately 11:45am the same day, Bass articulated  
16 more pretextual reasons for her decision to remove Crowley as Fire Chief that included:

17 a. False Statement That Crowley Refused to Conduct an After-Action Report:

18 Bass falsely stated that she removed Crowley as Fire Chief because Crowley  
19 refused an instruction from Board of Fire Commissioners President Hudley-  
20 Hayes to conduct an after-action report about the Palisades Fire. But at no  
21 time did Crowley refuse an instruction to conduct an after-action report. Bass  
22 did not question Crowley or the other attendees of the meeting with Hudley-  
23 Hayes about the truth of her false accusation against Crowley. This was,  
24 therefore, a false and pretextual reason for removing Crowley as Fire Chief.

25 b. Deploying an Additional 1,000 Firefighters on January 7: Bass falsely stated

26 that “we all know that a thousand firefighters that could have been on duty on  
27 the morning the fires broke were instead sent home on Chief Crowley’s  
28 watch,” as another reason for Bass’ decision to remove Crowley as Fire

1 Chief.<sup>3</sup> The truth is that the LAFD did not have sufficient operating  
2 emergency vehicles to safely and effectively pre-deploy 1,000 (or anywhere  
3 near 1,000) additional firefighters on January 7. Deployment of 1,000  
4 personnel would have violated the City’s legal duty to keep firefighters safe,  
5 with safely operating equipment, and would be a misuse of resources where  
6 firefighters were needed during the anticipated several-day weather event.  
7 Crowley had previously requested an increased budget for personnel to repair  
8 and maintain emergency fire engines, fire trucks, and ambulances, which  
9 request was denied by Bass. Additionally, on January 7, the LAFD staffed *all*  
10 its operational frontline emergency vehicles, and *all* the LAFD’s operational  
11 frontline emergency vehicles serviced the City on January 7. Bass never asked  
12 the LAFD, during Crowley’s tenure as Fire Chief, or Crowley, about Bass’  
13 never-previously-investigated claim that that a thousand firefighters could  
14 have been on duty but were sent home. Indeed, just three days prior, Bass  
15 admitted to Fox News that she did not know whether this accusation was true,  
16 or if it was, whether it was justified. Instead, she stated that the pre-  
17 deployment decisions would need to be “examined.” Having conducted no  
18 such examination and receiving no further reliable information, Bass  
19 nevertheless chose to articulate this as a purported pretextual reason for  
20 removing Crowley as Fire Chief.

- 21 c. Notice about Weather Issues: Bass also faulted Crowley for not personally  
22 calling Bass to notify her that there was an impending weather emergency –  
23 another apparent pretextual reason fabricated to cover up the retaliation. Bass  
24 falsely stated that “every time there was a weather emergency or even a hint

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25 <sup>3</sup> Bass has been well-aware misinformation was circulating regarding the Palisades Fire. Bass  
26 acknowledged this at a press conference on January 8, 2025, saying that “it’s easy to get caught  
27 up in information that is not accurate...we want people to have accurate information and I think  
28 most of us know that the Internet is not always the best place to get accurate information.”  
During the same press conference, Bass also declared that “this is a time for vigilance and action,  
not speculation.”

1 of a weather emergency, the Chief has called me directly.” This was not true;  
2 Crowley did not have a practice of personally calling Bass to notify her every  
3 time there was a weather emergency or “a hint of a weather emergency.”  
4 Instead, Crowley historically and in January 2025 followed procedure, relying  
5 on the EMD to notify the appropriate channels of the administration, including  
6 Bass, about weather emergencies. Moreover, Bass was well aware of the  
7 impending weather emergency both before and during her trip to Ghana but  
8 nevertheless chose her personal interest to be in Ghana over her City. This  
9 reason that Bass impliedly cited as another reason for removing Chief  
10 Crowley as Fire Chief was also pretext.

11 d. LAFD Budget: Bass additionally falsely stated that “the fire department  
12 budget was not cut” and that instead “was increased,” implying that Crowley’s  
13 (truthful and accurate) reporting about the LAFD’s documented operational  
14 budget cuts were another reason that Bass chose to remove Crowley as Fire  
15 Chief.

16 87. During her press conference on February 21, 2025, Bass also announced that  
17 retired Chief Deputy Ronnie Villanueva would replace Crowley as Interim Fire Chief.

18 88. Inconveniently for Bass, Crowley did not then retire from and leave the LAFD,  
19 instead choosing to continue serving the LAFD and the people of Los Angeles, albeit not as Fire  
20 Chief. In response, Bass’ administration placed Crowley on mandatory administrative leave,  
21 detailing (assigning) her to stay home and away from her firefighter colleagues and the  
22 Angelenos she has ably served for decades.

23 89. On approximately February 25, 2025, in apparent response to pretextual  
24 misinformation that Mayor Bass and her office attempted to spread to the media and the public  
25 about the operational budget cuts at the LAFD, Los Angeles City Controller Kenneth Mejia  
26 prepared a presentation summarizing Crowley’s repeated efforts to ring the alarms on inadequate  
27 funding for the LAFD, Bass’ \$17.6 million cut to the LAFD’s operational budget and the  
28 deletion of LAFD critical civilian positions for Fiscal Year 2024-2025.

1           90.     At a public hearing on March 4, 2025, **Crowley disclosed to the City Council, in**  
2 **the presence of Bass’ staff, that Bass’ statements about her reasons for removing Crowley**  
3 **were flagrantly false.** Crowley explained the facts that Bass never bothered to ask her or the  
4 LAFD – including that the **LAFD did not have the apparatus necessary to safely pre-deploy**  
5 **an additional 1,000 firefighters on January 7, and that Crowley did not refuse to conduct**  
6 **an After-Action Report.** Crowley also explained how the LAFD’s dire financial situation and  
7 budget cuts impacted public and firefighter safety, and that the Fire Chief should not be  
8 prevented from or punished for speaking openly and honestly about the needs and capabilities of  
9 LAFD, or for doing our best to protect our firefighters and our communities.

10           91.     Bass engaged in a retaliation campaign against Crowley in a callous and  
11 malicious effort to punish Crowley (who continues to serve at the LAFD) for reporting real  
12 concerns about the LAFD’s dire financial situation and operational budget cuts impacting public  
13 and firefighter safety and for truthfully stating Bass’ role in causing such threats. Bass’  
14 retaliation campaign against Crowley was also designed to warn all City employees that Bass  
15 will use her power as Mayor to ruin their careers if they choose public safety and transparency  
16 over the personal interests of Bass.

17           92.     In April 2025, the City declined to place Crowley in a vacant position as Deputy  
18 Chief, despite Crowley’s qualifications and her expressed interest in serving in such a position.  
19 Crowley has therefore been demoted by three ranks and now serves as an Assistant Chief. Since  
20 March 2025, the City has shuffled Crowley’s position numerous times,<sup>4</sup> with the apparent  
21 purpose of isolating her, removing her ability to connect with the LAFD members and the Los  
22 Angeles community, and minimizing her ability to contribute to the LAFD. The retaliation  
23 continues to this day.

24           93.     Meanwhile, neither Bass nor the City have treated other LAFD command staff  
25 who made the deployment decisions on January 7, 2025, or who were responsible for the

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26 <sup>4</sup> After being removed from her position as Fire Chief, Crowley was first detailed home, then  
27 placed in a field assignment as an Assistant Chief at the Operations Valley Bureau and then  
28 reassigned as an Assistant Chief to a Special Duty position at the Risk, Health and Safety  
Division, away from the LAFD headquarters.

1 handling of the Palisades Fire, with similar hostility. Indeed, the City has since promoted some  
2 of the same LAFD command staff who were responsible for the West Bureau covering the  
3 Pacific Palisades area on January 7, 2025, and has taken no action against the DDC responsible  
4 for the deployment decisions on January 7, 2025.

5 94. On July 17, 2025 – over four months after Bass removed Crowley as Fire Chief –  
6 Bass continued to articulate the same and new pretextual reasons for removing Crowley as Fire  
7 Chief, as follows:

8 a. Bass falsely claimed again that Crowley could have, but did not, pre-deploy  
9 an additional 1,000 firefighters to the Pacific Palisades. When asked why the  
10 LAFD did not pre-deploy the 1,000 firefighters that Bass claims could have  
11 been deployed, Bass said, “I don’t know why they didn’t...it is a mystery to  
12 me.” But Bass was aware that Crowley testified to City Council months prior  
13 that the LAFD did not have sufficient apparatus to safely deploy those 1,000  
14 firefighters. Additionally, at no time did Bass ask Crowley whether it was true  
15 that 1,000 additional firefighters could have been pre-deployed or, if they  
16 could, why they were not. Nor during Crowley’s tenure as Fire Chief did Bass  
17 ask dozens of other Command Staff at the LAFD about the pre-deployment  
18 decisions they made and approved for January 7, 2025. If she had asked,  
19 Crowley and others would have been told the truth – that LAFD could not  
20 safely deploy an additional 1,000 firefighters because it did not have the  
21 apparatus to do so.

22 b. Bass falsely stated, as a new apparent reason for removing Crowley as Fire  
23 Chief, that on January 7, 2025, “there were 40 fire engines that were idle  
24 because they didn’t have the staff that she sent home.” Contrary to Bass’ false  
25 narrative, the 40 fire engines referred to did not sit “idle” on January 7, 2025.  
26 Instead, on January 7, 2025, *all* operational fire engines were staffed and were  
27 either pre-deployed to strategic areas that were wildfire-prone, dispatched to  
28 the multiple wildland fires that broke out or were ready for and did respond to

1 911 emergency calls in the City, pursuant to the preparation and deployment  
2 plans that were approved by multiple subject matter experts at LAFD. There  
3 were, however, 40 fire engines that were in disrepair and therefore could not  
4 safely be utilized. Bass' statement was a newly created, false, and pretextual  
5 reason that Bass fabricated for her decision to remove Crowley as Fire Chief.

6 c. Bass falsely claimed that Crowley told "lies...about the budgets" and referred  
7 to "the budget cut that never happened" despite that Bass had indeed cut the  
8 LAFD's operational budget in Fiscal Year 2024-2025 by \$17.6 million, which  
9 is well documented, cannot be reasonably disputed, and against which  
10 Crowley fought repeatedly, including in writing. The City Controller has also  
11 confirmed that Crowley's truthful statements about the operational budget cut  
12 was accurate. Crowley's disclosure about the budget (which was the truth),  
13 therefore, was another apparent reason that Bass is attempting to use to  
14 support her removal of Crowley as Fire Chief.

15 d. Bass continued to falsely state that Crowley "was refusing to participate in the  
16 after-action [report.]" Bass further stated, "when you refuse to do your job,  
17 you typically don't have your job after that. So that's what happened." Again,  
18 this was a patently false statement, fabricated by Bass as pretext for her  
19 removal of Crowley as Fire Chief; at no time did Crowley refuse to participate  
20 in an after-action report or refuse to do her job. Crowley confirmed this at a  
21 public hearing and to City Council.

22 95. On approximately September 22, 2025, the LAFD declined to place Crowley in a  
23 vacant position as Deputy Chief for a second time, despite her qualifications and her expressed  
24 interest in serving in such a position. Bass and her administration continue to relegate Crowley to  
25 the sidelines based on her protected conduct and unwavering public advocacy for the resources  
26 necessary to keep the community and LAFD members safe and informed.

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1 **The Palisades Fire AAR Confirms the Budget Issues Impacted LAFD Efforts**

2 96. On October 8, 2025, the LAFD published an After-Action Report (AAR) about  
3 the Palisades Fire. Upon information and belief, Bass had early access to, and reviewed and  
4 approved, the AAR that was published on October 8, 2025.

5 97. After the LAFD’s publication of the AAR, news sources reported that the City  
6 had watered the report down before publication, suggesting that was done at Mayor Bass’  
7 directive. The concerns that Chief Crowley had expressed about ensuring an unbiased  
8 investigation of the Palisades Fire, shortly before Mayor Bass removed Crowley from her  
9 position as Fire Chief, were therefore warranted.

10 98. The AAR, reportedly reviewed by Mayor Bass, stated the following:

- 11 a. “These resources [pre-deployed on January 7, 2025] went above and beyond  
12 the standard LAFD pre-deployment matrix.”<sup>5</sup>
- 13 b. “A total of 225 members would have been required to either voluntarily staff  
14 or be recalled to staff the available resources. In the past, these resources  
15 would have already been augmented on a Red Flag day, triggering a limited  
16 recall if there was insufficient volunteerism to work overtime. However, due  
17 to a change in the fire weather matrix in 2017, **the decision to staff these**  
18 **available resources was changed from a category of “shall staff” to**  
19 **“consider staffing” due to financial constraints and Departmental staffing**  
20 **shortages.”**
- 21 c. The pre-deployment decisions at LAFD on January 7, 2025, were made by  
22 “the EOPS Chief Deputy, in consultation with the DDC.”
- 23 d. “On January 7, 2025, LAFD Supply and Maintenance Division (S&M)  
24 reported a total of **40 engines were currently in the S&M repair yard.**  
25 **These engines were unavailable due to mechanical issues.** One of the  
26 mechanically unavailable engines was a Ready Reserve Engine, which was

27 \_\_\_\_\_  
28 <sup>5</sup> Subsequent news reporting suggested that this language was added to the AAR per Bass’  
instruction.

1 equipped with the necessary tools and equipment to be capable of being  
2 staffed. **The reserve fleet of engines has significantly diminished over the**  
3 **past decade due to a decline in civilian mechanic staffing, an increase in**  
4 **mechanical issues related to the degradation of heavy apparatus caused**  
5 **by call volume, costs associated with apparatus, the build time of**  
6 **apparatus, and delays in service parts at S&M.”**

7 99. The AAR identified the LAFD employees who made the deployment decisions on  
8 January 7. Upon information and belief, Bass has not taken similar action against those  
9 individuals as she did with respect to Crowley.

10 **Crowley Seeks to Hold the City Accountable**

11 100. Through her actions from January 2025 through present, Bass has chosen her  
12 personal interest over transparency and the truth, over the interests and safety of the people of  
13 Los Angeles, and over the interests and safety of the thousands of firefighters who risk their lives  
14 daily to protect the people of Los Angeles, including Crowley, a career firefighter serving the  
15 LAFD for over 26 years, and implemented a campaign of employment retaliation against  
16 Crowley for her protected activity and truthful speech.

17 101. Now, Crowley seeks to hold the City accountable for the unlawful actions against  
18 Crowley committed by Bass and her administration.

19  
20 **FIRST CAUSE OF ACTION**

21 **Retaliation in Violation of Labor Code**

22 **[Against All Defendants]**

23 102. Plaintiff restates and incorporates by reference each and every allegation  
24 contained in the foregoing paragraphs as though fully set forth herein, excepting those  
25 allegations which are inconsistent with this cause of action.

26 103. The California Labor Code embodies important public policies against anti-  
27 whistleblower and retaliatory conduct.

28 ///

1           104. Labor Code section 98.6 prohibits employers from retaliating against an employee  
2 “because of the exercise by the employee . . . on behalf of themselves or others of any rights  
3 afforded them.”

4           105. Labor Code section 232.5 prohibits employers from discriminating or retaliating  
5 against employees who disclose information about the employer’s working conditions.

6           106. Labor Code sections 1101 and 1102 prohibit employers from political retaliation,  
7 including “attempt[ing] to coerce or influence his employees through or by means of threat of  
8 discharge or loss of employment to adopt or follow or refrain from adopting or following any  
9 particular course or line of political action or political activity.”

10           107. Labor Code section 1102.5 (b) states that “An employer . . . shall not retaliate  
11 against an employee for disclosing information, or because the employer believes that the  
12 employee disclosed or may disclose information . . . to a person with authority over the  
13 employee or another employee who has the authority to investigate, discover, or correct the  
14 violation of noncompliance . . . if the employee has reasonable cause to believe that the  
15 information discloses a violation of state or federal statute, or a violation or noncompliance with  
16 a local, state, or federal rule or regulation, regardless of whether disclosing the information is  
17 part of the employee’s job duties.” Labor Code section 1102.5 (b) embodies important public  
18 policies against anti-whistleblower policies and retaliatory conduct.

19           108. Labor Code section 1102.5 (e) states that: “A report made by an employee of a  
20 government agency to their employer is a disclosure of information to a government or law  
21 enforcement agency pursuant to subdivisions (a) and (b).”

22           109. Labor Code section 1102.5 (c) states that “An employer . . . shall not retaliate  
23 against an employee for refusing to participate in an activity that would result in a violation of  
24 state or federal statute, or a violation or noncompliance with a state or federal rule or regulation.”

25           110. The California Constitution provides that “Every person may freely speak, write  
26 and publish his or her sentiments on all subjects, being responsible for the abuse of this right.”

27           111. Defendants were required under California and/or local laws (including but not  
28 limited to the Los Angeles Administrative Code, Los Angeles Municipal Code, Regulations of

1 the Fire Marshal, the City Charter, Health & Safety Code, Government Code, Penal Code, and/or  
2 California Code of Regulations) to perform their governmental and/or proprietary functions,  
3 including but not limited to fire suppression, training, hiring of firefighting personnel, and  
4 maintenance and operation of equipment and other systems. Defendants were required under  
5 California and/or local laws (including but not limited to the Los Angeles Administrative Code,  
6 the Municipal Code, Regulations of the Fire Marshal, and/or the City Charter) to maintain  
7 property so as not to pose a danger to others. Defendants were required under California and/or  
8 local laws (including but not limited to the Labor Code and/or Government Code) to maintain  
9 safe working conditions for employees, including firefighters, to comply with the Firefighters'  
10 Bill of Rights, and not to retaliate against persons for their protected conduct. All persons are  
11 required under California and/or local laws (including but not limited to the Civil Code,  
12 Government Code, and/or Penal Code) to be truthful in reporting issues and concerns to  
13 government entities, including during government hearings and investigations.

14           112. The Defendants retaliated against Plaintiff for engaging in the protected conduct  
15 outlined in this complaint, including but not limited to disclosing the truth about budgetary issues  
16 impacting working conditions of the LAFD firefighters and the safety of Angelenos, disclosing  
17 the truth about Bass' and her administration's conduct that has exacerbated these budgetary  
18 issues and the response to the Palisades Fire and their legal obligations, expressing an intent to  
19 fully comply with and tell the truth to investigatory bodies investigating the Palisades Fire  
20 (including truthfully disclosing facts relating to potential legal failures by various departments  
21 within the City), reporting that Bass' expressed attempts to have Tyler Izen "investigate" the  
22 LAFD may violate the City Charter and Firefighters' Bill of Rights, disclosing the truth about  
23 Bass' retaliation against Crowley and Bass' actions jeopardizing public safety and safety of  
24 firefighters to City Council and to the City at Crowley's appeal hearing with City Council, and  
25 making legal claims against Bass by way of Tort Claim Notices. Defendants also retaliated  
26 against Plaintiff for not jeopardizing the safety of LAFD firefighters or the public. Bass stated  
27 she removed Crowley because LAFD did not pre-deploy 1,000 firefighters on January 7, 2025,  
28 where LAFD did not have sufficient safe and operational apparatus on which to put 1,000

1 firefighters, and therefore could not have done so without jeopardizing the safety of its  
2 firefighters. Bass also later implied she took adverse action against Crowley for not deploying 40  
3 fire engines, possibly referring to the 40 engines that could not be safely utilized because they  
4 were in disrepair. Further, Bass retaliated against Crowley for truthfully reporting issues  
5 impacting public and firefighter safety and for her anticipated continued truthful disclosures, to  
6 government entities, which were Crowley’s legal obligations.

7 113. The acts of retaliation by Defendants include demoting Plaintiff, repeatedly  
8 denying her promotions to positions for which she is qualified, and attempting to isolate her.

9 114. Labor Code § 1104 provides that “In all prosecutions under this chapter, the  
10 employer is responsible for the acts of his managers, officers, agents, and employees.”

11 115. As a direct and proximate result of the Defendants’ unlawful conduct, Plaintiff  
12 has suffered and continues to suffer general and special damages, and economic and non-  
13 economic damages in an amount to be proven at trial.

14 116. Pursuant to Labor Code section 1102.5, and Civil Code section 1021.5, Plaintiff  
15 requests a reasonable award of attorneys’ fees and costs, including expert fees.

16  
17 **SECOND CAUSE OF ACTION**

18 **Retaliation in Violation of the California Constitution**

19 **[Against All Defendants]**

20 117. Plaintiff restates and incorporates by reference each and every allegation  
21 contained in the foregoing paragraphs as though fully set forth herein, excepting those  
22 allegations which are inconsistent with this cause of action.

23 118. Article 1 of section 2 of the California Constitution guarantees the right to free  
24 speech to persons in California, providing that “Every person may freely speak, write and  
25 publish his or her sentiments on all subjects, being responsible for the abuse of this right.”

26 119. Crowley is a person in California that, on multiple occasions spoke on matters of  
27 public interest about the LAFD, other City departments, and events relating to the Palisades Fire,  
28 to the public and to City stakeholders. On or around January 10, 2025, Crowley spoke on a

1 matter of public interest to the press, and therefore to the public, as well as to stakeholders in the  
2 City, against Bass' wishes. Crowley's public speech disclosed the truth about budgetary issues  
3 limiting the LAFD's ability to keep Angelenos and firefighters safe. She truthfully disclosed that  
4 Bass' and Bass' administration cut the LAFD's operational budget despite Crowley's requests  
5 for an increase. Crowley also expressed her view that these budget cuts harmed LAFD  
6 operations, including operations fighting the Palisades Fire, and publicly pled for Mayor Bass  
7 and City Council to listen and provide the LAFD the budget it needs to keep the City safe.

8 120. Crowley spoke to the press and the public and the City about these issues without  
9 Mayor Bass' advance approval. Crowley's speech was directed to Mayor Bass, City Council,  
10 City stakeholders, and the public about the LAFD's critical lack of resources and funding  
11 impacting the safety of firefighters and residents, the need for increased resources and funding,  
12 and occurred shortly after Bass falsely denied that budget problems at the LAFD existed, and  
13 after Crowley exhausted her efforts to disclose these issues through internal communications.  
14 Crowley chose to speak out after realizing that Bass and her administration were working to  
15 conceal the extent of the LAFD's underfunding and of the danger to firefighters and the public  
16 they serve. Crowley did so to expose the truth, so the department could take action to protect the  
17 public while keeping firefighters safe.

18 121. At a public hearing on March 4, 2025, Crowley again spoke to the City Council,  
19 City Stakeholders, and the public about the issues impacting public and firefighter safety and  
20 about Bass' retaliatory efforts to punish Crowley for telling the truth.

21 122. On August 20, 2025, and then October 14, 2025, Crowley filed Tort Claims with  
22 the City disclosing the issues impacting public and firefighter safety and Bass' retaliatory efforts  
23 to punish Crowley for telling the truth.

24 123. Crowley's interest in speaking to the public and City stakeholders about a critical  
25 issue facing the City of Los Angeles and the LAFD outweighed any governmental or Mayoral  
26 interest that Defendants may claim in preventing disclosure or avoiding criticism of Mayor Bass'  
27 decisions.

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