

1 Michael Neel, pro se
2 (760) 375-2016
3 736 Randall St.
4 Ridgecrest, CA 93555

5 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
6 **COUNTY OF KERN**

7 MICHAEL NEEL,)

8 Plaintiff,)

9 v.)

10 THE CITY COUNCIL OF THE CITY OF)
11 RIDGECREST,)

12 Defendant,)

13 and,)

14 THE CITY OF RIDGECREST,)

15 Defendant.)

CIVIL ACTION

COMPLAINT FOR

1. VIOLATIONS OF

CALIFORNIA GOVERNMENT
CODE § 1090(a)

2. BROWN ACT VIOLATIONS

3. INJUNCTIVE RELIEF

16 Plaintiff, Michael "Mike" Neel, hereby alleges the following:

- 17 1. Plaintiff, Mike Neel, is a resident of Ridgecrest, California and has been a resident at all
- 18 times relevant to this litigation.
- 19 2. The City of Ridgecrest is located in Kern County, California.
- 20 3. The City Council of the City of Ridgecrest makes decisions on behalf of the City.
- 21 4. The City of Ridgecrest is liable for any public contract the council approves.

VIOLATIONS OF CALIFORNIA GOVERNMENT CODE § 1090(a)

- 22 5. The statute of limitations in this matter is four years, per Cal. Gov. Code § 1092(b).
- 23 6. This complaint is within the statute of limitations.

- 1 7. This complaint is based on violations of Cal. Gov. Code § 1090(a), wherein two
2 members of the City Council have improperly engaged in voting in a matter that they
3 have significant financial interest in.
- 4 8. In 2016 the City Council of the City Ridgecrest was composed of the following
5 members: Mayor Peggy Breeden“Breeden” and Council members Michael Mower
6 “Mower”, Lori Acton, Eddie Thomas, and Jim Sanders.
- 7 9. The City Council voted on and approved the Municipality Services Agreement “the
8 MSA” with the Timbisha Shoshone Indian tribe “the tribe”.
- 9 10. In the present, Mike Mower and Peggy Breeden remain on the City Council and vote in
10 complete favor of the MSA and related matters.
- 11 11. Lori Acton left the council and went to work as a lobbyist for the Timbisha Shoshone
12 tribe and is being investigated by the Fair Political Practices Commission for
13 improprieties.
- 14 12. Lori Acton has already been fined previously for violations of California Government
15 Code.
- 16 13. The MSA agreed to the sale of land to the tribe and supply of services.
- 17 14. Two of the members of the council, Peggy Breeden and Michael Mower had and still
18 have substantial conflicts of interest and should have recused themselves from the
19 matter. They were and still are, in violation of California Government Code § 1090.
- 20 15. Breeden and Mower routinely meet at the Swap Sheet offices to discuss business
21 matters, proof of which will come forth during discovery.
- 22 16. There is strong potential that Breeden also represents herself as the Mayor while at the
23 Swap Sheet offices while discussing city matters with parties such as the Federal
24 Department of the Interior or the tribal representatives.

1 17. Cal. Gov. Code § 1090 states that such officers shall not be financially interested in any
2 contract made by them or by any body of which they are a member.

3 18. § 1090 has been held to be very broad and encompassing in order to assure public
4 policy is upheld in order to maintain trust in the government.

5 19. Peggy Breeden owns "The Swap Sheet" an ad aggregator unique to the city of
6 Ridgecrest. It is valued at over \$1 million dollars. It provides ads for local individuals
7 and local businesses. Front page ads and large ads, often used by restaurants and other
8 places of business can be hundreds of dollars per week. Breeden places The Swap Sheet
9 in multiple locations around Ridgecrest, creating a network of advertisements, free of
10 charge to herself.

11 20. By voting for a casino, Breeden voted to expand the businesses who would advertise
12 with her and thus enrich herself. It is reasonably foreseeable that as a local business the
13 casino will advertise with the Swap Sheet and financially benefit Breeden. As an
14 example, ad with The Swap Sheet, mere text, without an image or special placement,
15 with only 154 words, and run once a week for a year, would be \$13,702.00. That is a
16 minimum and does not take into account graphics or front page placement, which
17 businesses pay extra for.

18 21. Breeden has a significant financial interest, that is not similar to that of the public, in the
19 MSA and subsequent development of a casino on the land the City intends to sell to the
20 tribe.

21 22. Additionally, Breeden places the Swap Sheet around the town in places of businesses,
22 free of charge. This forms an advertisement network that benefits Breeden. By voting
23 for the casino, Breeden voted to expand that network as it is foreseeable that the Swap
24 Sheet will be placed in the casino. As an example of the Swap Sheet's reach, Breeden is

1 permitted to place it in multiple secure and classified locations throughout China Lake
2 Naval Base, itself a secure facility. The value of another node in Breeden's network
3 cannot be reasonably calculated but it expands her business and operations.

4 23. Mike Mower is a City of Ridgecrest Councilman.

5 24. Mike Mower owns a local hardware store, valued at over \$1 million, a construction
6 company, valued at over \$1 million, and per a March 21, 2018 statement he made at a
7 City Council meeting, "over \$2 million dollars," of real property in Ridgecrest,
8 California.

9 25. Mower's companies have fulfilled numerous City of Ridgecrest projects and it is
10 reasonable and foreseeable that the development of the casino and land may be done by
11 Mower's company and needed supplies and tools provided by his hardware store.

12 26. Additionally, Mower's claimed \$2 million in real property runs afoul of California's
13 conflict of interest law, in that it is property that may increase in value, that 25% or
14 more of the general population will not have a similar increase in value, and it is so
15 significant that any vote Mower makes on property should be considered improper, as it
16 is tantamount to self-dealing.

17 27. The public contract should be voided as a direct result of that failure to declare a
18 conflict of interest and recuse from the matter.

19 28. The purchasers of the land and beneficiaries of the MSA, the Timbisha Shoshone Tribe
20 are not good faith purchasers who were unaware of the issues present with Breeden and
21 Mower.

22 29. Both Breeden and Mower's disclosures are public record and attached to this complaint
23 as Exhibits #1 and #2 respectively.

24

1 30. Members of the public repeatedly raised concerns of the conflict of interest at public
2 events that the tribe representatives attended, placing the tribe on notice there may be
3 issues present.

4 31. The tribe knew or should have known that the contract was invalid due to the conflicts
5 of interest but pursued the matter zealously as seen in their legal and tribal
6 representatives attending every public City Council meeting and continually lobbying
7 the city for more.

8 32. The tribe willfully interfered in the most recent decision by the City Council, described
9 below.

10 33. On March 21, 2018 the City Council voted to send the City Manager to Washington
11 D.C. to lobby on behalf of the tribe.

12 34. The council vote included an agreement to draft a statement for the City Manager. The
13 statement was to be approved on April 18, 2018.

14 35. The Timbisha Shoshone Tribe has since arranged for the Washington D.C. meeting to
15 occur April 4, 2018, preventing the council from forming and approving a statement.

16 36. This hijacking appears to be due in part to substantial public opposition to the MSA and
17 the tribe's plans to build a casino. At a recent City Council meeting the tribal
18 representative Gregory Gholson mocked and derided members of the public for
19 opposing the MSA while the financial developer for the project, Nigel White, attacked
20 and demeaned City Councilwoman Lindsey Stephens.

21 37. The tribe has resorted to trying to maneuver the final approval and sale of the land
22 without a proper environmental impact report.

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1 38. By acting aggressively, interfering with the City's approved actions, and refusing to
2 obtain a proper environmental report the tribe has demonstrated it is not a good faith
3 purchaser and cannot reach safe harbor under Cal. Gov. Code § 1092.5.

4 **BROWN ACT VIOLATIONS**

5 39. During the initial sale of land negotiations, in January 2016 through to April 2016, the
6 City Council held a series of improper closed door meetings.

7 40. The City Attorney's office admitted substantial matters were discussed and promised
8 that further violations would not occur.

9 41. This was an improper remedy, as substantial matters for the sale of land were discussed
10 by the City Council, behind closed doors, off the record, and the only remedy made
11 available, under the Brown Act, is the sale be voided, per Cal. Gov. Code 54960.1(a).

12 **PRAYER FOR INJUNCTIVE RELIEF**

13 42. Plaintiff Mike Neel prays of the court that a temporary injunction be placed on the City
14 of Ridgecrest, prohibiting further support of the contract by any city representative,
15 employee, or counselor until this matter can be argued before the court.

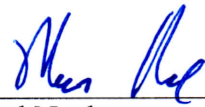
16 43. This injunctive action plaintiff prays for is required, given the bad faith the City and
17 tribe are acting in, scheduling a April 18, 2018 meeting to determine the City Manager's
18 statement, but sending the City Manager to Washington D.C. on April 4, 2018, creating
19 an impossibility.

20 44. Plaintiff Mike Neel prays the court issue a preliminary injunction, enjoining and
21 prohibiting all representatives of the City of Ridgecrest, employees, and counsel from
22 supporting, enforcing, or in any manner endorsing the MSA, sale of the land or taking
23 of such land into any fee to trust agreement with the Department of the Interior until
24 litigation has resolved the matter.

1 45. Plaintiff Mike Neel prays to the court that the contract be declared void, due to the
2 substantial conflicts of interest present. This is the only remedy sufficient under
3 California law, Civil Code § 1092, and supporting case law including, *Thomson v. Call*
4 (1985) 38 Cal.3d. 633; *Carson Redevelopment Agency v. Padilla* (2006) 140
5 Cal.App.4th 1323; *People ex rel. State of Cal. V. Drinkhouse* (1970) 4 Cal.App.3d 931.

6 46. Plaintiff Mike Neel believes that the prayed for relief via the requested injunction and
7 remedy is proper and authorized under law. It is extremely likely that plaintiff will
8 succeed on the merits of his case and an injunction is proper under the circumstances, in
9 order to prevent further harm.

10
11 Dated: April 2, 2018.

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14 _____
15 Michael Neel